

TOWN COUNCIL

MEETING

PACKET

April 21, 2014



Town Council

Agenda

Monday, April 21, 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 – April 7, 2014
 - B) Payment of Bills
 - C) March Financial Statements
 - D) ***2nd Reading** – Ordinance No. 2014-133- Annexing Certain Unincorporated Lands Located in a Portion of the Northwest ¼ of Section 9, Township 4 North, Range 67 West of the 6th Principal Meridian, County of Weld, State of Colorado Known as the Parish, LLC Annexation, and Containing Approximately 89.73+/- Acres
 - E) ***2nd Reading** – Ordinance No. 2014-134, Approval of Planned Unit Development Business (PUD-B), Zoning of the the Property Known as the Parish, LLC Annexation Located in a Portion of Northwest ¼ of Section 9, Township 4 North, Range 67 West of the 6th Principal Meridian, County of Weld, State of Colorado, and Containing Approximately 89.73+/- Acres
- 7) **STAFF REPORTS**
- 8) **OLD BUSINESS**
- 9) **NEW BUSINESS**
 - A) Consider Beer and Wine License Renewal for Mona Lisa and Me Your Downtown Art Studio
 - B) Consider Colorado Division of Homeland Security and Emergency Management Grant Agreement
 - C) Consider Amendment to Wastewater Rate Study Agreement for Additional Professional Services (Task Order No. 11- Sewer Rate Study Update) –Farnsworth Group (formerly The Engineering Company)
- 10) **COUNCIL REPORTS AND COMMENTS**
- 11) **MAYOR'S COMMENTS**
- 12) **ADJOURN**

WORKSESSION

- 1) Discussion of Central Wastewater Plant Dissolved Air Flootation (DAF) Unit

NOTICE OF ACCOMODATION

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

AGENDA ITEMS 6A-E

CONSENT

AGENDA

- **Council Minutes – April 7, 2014**
 - **Payment of Bills**
 - **March Financial Statements**
- ***Annexation Ordinance No. 2014-133**
(Parish, LLC - 2nd Reading)
- ***Zoning Ordinance No. 2014-134**
(Parish, LLC - 2nd Reading)

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: April 21, 2014

ITEM NUMBER: 6A-E

SUBJECT: Consent Agenda

ACTION PROPOSED: Approve Consent Agenda

PRESENTED BY: Town Clerk

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

- A) Town Council Minutes – April 7, 2014
- B) Payment of Bills
- C) March Financial Statements
- D) ***2nd Reading** – Ordinance No. 2014-133, Annexing Certain Unincorporated Lands Located in a Portion of the Northwest ¼ of Section 9, Township 4 North, Range 67 West of the 6th Principal Meridian, County of Weld, State of Colorado Known as the Parish, LLC Annexation, and Containing Approximately 87.73± Acres
- E) ***2nd Reading** – Ordinance No. 2014-134, Approval of Planned Unit Development Business (PUD-B), Zoning of the Property Known as Parish, LLC Annexation Located in a Portion of the Northwest ¼ of Section 9, Township 4 North, Range 67 West of the 6th Principal Meridian, County of Weld, State of Colorado, and Containing Approximately 87.73± acres

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, April 7, 2014 at 7:00 p.m. in the Council Chambers at 450 S. Parish Avenue, Johnstown.

Mayor Romanowski led the Pledge of Allegiance.

Roll Call:

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

Also present: Avi Rocklin, Town Attorney, Roy Lauricello, Town Manager. John Franklin, Town Planner, Brian Phillips, Chief of Police, Tom Hellen, Public Works Director and Diana Seele, Town Clerk

Agenda Approval

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

Consent Agenda

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

- March 17, 2014 - Town Council Meeting Minutes
- Consider Mosquito Control Agreement – Colorado Mosquito Control Inc.
- Consider Contract for Geotechnical Services for Downtown Streetscape Improvements Project – Ground Engineering

Motion carried with a unanimous vote.

Old Business

A. Public Hearing – Parish, LLC Annexation – This is a request for annexation of 3 parcels which total 89.73 acres. Parcel 1 is 52.12 acres, Parcel 2 is 3.75 acres and is the property known as Slicker Stadium ball field and Parcel 3 is 23.85 acres and is a portion of the Little Thompson River corridor which extends from CR 46 1/2 northeast to CR 19. The owner desires to develop Parcel 1. Parcel 2 would be deeded to the Thompson Rivers Park and Recreation District. Parcel 3 would be deeded to the Town for use as part of the Little Thompson River Corridor open space and trails system. The owner is requesting PUD-B (Planned Unit Development Business) zoning of the property.

Mayor Romanowski opened the Public Hearing at 7:10 p.m. and having no public comment closed the hearing at 7:30 p.m.

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

Consider Resolution No. 2014-03 – Findings of Fact and Conclusions Based Thereon with Respect To the Parish, LLC Annexation. – Councilmember Mellon made a motion seconded by Councilmember James to approve Resolution No. 2014-03. Motion carried with a unanimous vote:

Consider Annexation Ordinance No. 2014-133- Annexing Certain Unincorporated Lands Located in a Portion of The Northwest One-Quarter (1/4) of Section Nine (9), Township 4 North, Range 67 West of the 6th Principal Meridian, County of Weld, State of Colorado Known as the Parish, LLC Annexation, and Containing Approximately Eighty Nine and Seventy Three One Hundredths (89.73+/-) Acres - Councilmember Berg made a motion seconded by Councilmember Townsend to approve Ordinance No. 2014-133. Motion carried with a unanimous vote.

Consider Zoning Ordinance No. 2014-134 – Approval of Planned Unit Development Business (PUD-B), Zoning of the Property Known as Parish, LLC Annexation Located in a Portion of the Northwest One-Quarter (1/4) of Section Nine (9), Township 4 North, Range 67 West of the 6th Principal Meridian, County of Weld, State of Colorado, and Containing Approximately Eighty Nine and Seventy Three One Hundredths (89.73+/-) Acres - Councilmember Lebsack made a motion seconded by Councilmember Mellon to approve Ordinance No. 2014-134. Motion carried with a unanimous vote.

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

New Business

Mayor Romanowski opened the meeting at 7:44 p.m.

Roll Call:

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

Agenda Approval

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

Appointment of Mayor Pro-Tem

Councilmember Mellon made a motion seconded by Councilmember James to appoint Gary Lebsack Mayor Pro-Tem. Motion carried with a unanimous vote.

Reappointment of Town Attorney

Councilmember James made a motion seconded by Councilmember Townsend to reappoint Avi Rocklin Town Attorney. Motion carried with a unanimous vote.

Reappointment of Municipal Court Judge

Councilmember Mellon made a motion seconded by Councilmember Berg to reappoint Mike Lezar Municipal Court Judge. Motion carried with a unanimous vote.

There being no further business to come before the Council the meeting adjourned at 8:00 p.m.

Mayor

Town Clerk/Treasurer

**PAYMENT
OF
BILLS**

BILLS SUBMITTED FOR PAYMENT- APRIL 2014			
ACE HARDWARE		\$	315.96
ADAMANT BARBELL		\$	2,730.65
ADAMSON POLICE PRODUCTS		\$	159.50
AGFINITY		\$	488.98
AGGREGATE INDUSTRIES		\$	535.00
ALTERNATIVE ELEVATIONS LLC		\$	200.00
AMSAN		\$	646.90
ANIMAL CARE & EQUIPMENT SERVICES		\$	16.60
ANGEL LIGHT PYROTECHNICS		\$	4,675.00
ANSON, RUSSELL R.		\$	2,041.50
	TOWN ASSIGNMENT	\$	325.50
	ADVOCATE HOMES	\$	1,170.00
	TRR#3	\$	546.00
ATLAS BUSINESS SOLUTIONS		\$	540.00
BAJA BROADBAND		\$	405.35
BEAR ALIGNMENT		\$	1,207.28
BRANDON COPELAND		\$	550.50
CANYON SYSTEMS		\$	671.53
CASELLE		\$	1,280.00
CDR		\$	1,513.00
CENTURY LINK		\$	317.27
CHEMA TOX LABORATORY INC		\$	410.00
CINTAS		\$	452.18
CIRSA		\$	38,282.00
CITO'S GRADING & TRUCKING		\$	1,400.00
COLORADO ANALYTICAL		\$	114.00
COLORADO DEPARTMENT OF LABOR DIVISION OF OIL		\$	30.00
COLORADO INSPECTION CONNECTION		\$	4,500.00
DANA KEPNER		\$	463.80
DBC IRRIGATION SUPPLY		\$	142.57
DEPT OF LABOR & EMPLOYMENT		\$	50.00
DILLER MECHANICAL		\$	2,352.48
DPC INDUSTRIES (CHEMICALS)		\$	10,643.49
ELECTION SYSTEMS & SOFTWARE		\$	894.13
FELSBURG HOLT & ULLEVIG		\$	1,336.09
FIRST CLASS SECURITY SYSTEMS		\$	78.90
FIRST INITIAL RESPONSE SYSTEMS & TRAINING		\$	174.95
FIRST NATIONAL BANK		\$	371.11
G&K SERVICES		\$	249.08
GALLS (QUARTERMASTER)		\$	342.12
GLASSCOCK, JOHNNY - REFUND		\$	57.78
GLENN A JONES LIBRARY		\$	29,616.00
GRAINGER		\$	1,999.78
GRAFIX SHOPPE		\$	753.00
GRAND RENTAL		\$	89.36
GREYSTONE TECHNOLOGY		\$	1,075.00
HACH		\$	188.07
HARDWARE SHOP		\$	479.84
HAYS MARKET		\$	510.15
H.E.S. ELEVATOR SERVICES		\$	850.00
HELTON & WILLIAMSEN P.C.		\$	5,559.00
HILL & ROBBINS PC		\$	6,550.17
HIRERIGHT		\$	129.00

EST

HOME DEPOT		\$ 225.20	
HYDRO-CONSTRUCTION		\$ 1,655.00	
INTELLICHOICE INC		\$ 3,930.40	
INTERNATIONAL ASSOC FOR PROPERTY & EVIDENCE		\$ 50.00	
J&S CONTRACTORS SUPPLY		\$ 198.06	
JANEY, TRACEY - REFUND		\$ 43.52	
JENSEN ARMS INC		\$ 128.54	
JOHNSON'S CORNER		\$ 80.21	
JOHNSTOWN BREEZE		\$ 463.68	
JTOWN GRAPHIX		\$ 676.40	
KELLY SUPPLY		\$ 85.92	
KINSCO		\$ 154.99	
LANCE GRAPHICS		\$ 192.00	
LANDGREN, BARBARA & GARY - REFUND		\$ 52.40	
LAZAR, MICHAEL A.		\$ 1,131.25	
LINX MULTIMEDIA		\$ 205.00	
LOWE'S		\$ 110.17	
LOVELAND BEAR ALIGNMENT		\$ 1,207.28	
LOVELAND FORD-LINCOLN		\$ 27.91	
MAC EQUIPMENT		\$ 15,197.13	
MANENTI LAWN & SPRINKLER		\$ 2,345.00	
MARES AUTO		\$ 120.00	
MARIPOSA PLANTS		\$ 85.00	
MCELYEA, KIMBERLY - REFUND		\$ 70.09	
MED-TECH RESOURCES INC		\$ 314.44	
MEDRANO, ALEJANDRO - REFUND		\$ 57.78	
MILLIKEN JOHNSTOWN ELECTRIC		\$ 270.80	
MINITMAN SUPPLY INC		\$ 69.90	
NAPA AUTO PARTS		\$ 1,326.37	
NEVE'S UNIFORMS		\$ 19.94	
NICOLETTI-FLATER ASSOCIATES		\$ 200.00	
NORTH FRONT RANGE MPO		\$ 5,692.34	
PAETEC		\$ 1,704.63	
PITNEY BOWES		\$ 246.54	
POSTAWA, BRETT - REFUND		\$ 50.88	
POUDRE VALLEY REA		\$ 8,521.32	
PURCHASE POWER		\$ 422.74	
REIERSON, JOHN - REFUND		\$ 111.73	
REORGANIZED FARMERS DITCH		\$ 337.50	
REPORTER-HERALD		\$ 236.60	
REX OIL		\$ 9,542.46	
ROARK, MELISSA - REFUND		\$ 42.51	
ROBERTS, PAULA - REFUND		\$ 435.98	
ROCKLIN, AVI S - LAW OFFICE		\$ 3,870.00	
	TOWN ASSIGNMENT	\$ 2,970.50	
	LARSON	\$ 899.50	
ROYAL-T		\$ 97.00	
RPS PLAN ADMINSTRATORS INC		\$ 984.60	
SECURITY CENTRAL		\$ 186.00	
SEARS REAL ESTATE - REFUND		\$ 72.40	
SEEWALD, KYLE - REFUND		\$ 52.40	
SKYBEAM		\$ 204.35	EST
ST LUKE'S		\$ 416.00	
STATE OF COLORADO DRIVER SERVICES		\$ 30.00	
STORAGE TANK REGISTRATION - STATE OF COLORADO		\$ 70.00	

THE TRIBUNE		\$ 31.20	
TRUGREEN-COMMERICAL		\$ 1,000.00	
TST		\$ 2,867.50	
UNITED POWER		\$ 741.18	EST
UTILITY NOTIFICATION CENTER		\$ 494.19	
VERIZON WIRELESS		\$ 1,278.27	
WAREHOUSE SUPPLY		\$ 41.86	
WASTE MANAGEMENT		\$ 36,118.37	
WELD COUNTY ACCOUNTING		\$ 6,842.00	
WELD COUNTY DEPT OF PUBLIC HEALTH		\$ 6,051.50	
WELD COUNTY SHERIFF'S		\$ 51.45	
WINTERS, HELLERICH & HUGHES		\$ 4,580.00	
XCEL ENERGY		\$ 47,587.00	
YOST CLEANING		\$ 1,972.00	
		\$ 302,117.95	

MARCH
FINANCIAL
STATEMENTS

EXECUTIVE SUMMARY MARCH 2014

25.00%

	Actual	Budget	Variance	%
GENERAL				
<u>Revenues</u>	2,456,147.00	6,523,400.00	4,067,253.00	38%
<u>Expenditures</u>				
Legislative	5,850.00	36,600.00	30,750.00	16%
Judicial	7,580.00	30,400.00	22,820.00	25%
Elections	39.00	20,000.00	19,961.00	0%
Administration	78,520.00	362,000.00	283,480.00	22%
Planning & Zoning	36,159.00	167,500.00	131,341.00	22%
Police	334,875.00	1,718,200.00	1,383,325.00	19%
Protective Inspections	20,745.00	223,200.00	202,455.00	9%
Streets	215,074.00	1,142,800.00	927,726.00	19%
Cemetery	1,000.00	41,200.00	40,200.00	2%
Animal Control	15,787.00	81,500.00	65,713.00	19%
Senior Coordinator	12,040.00	55,500.00	43,460.00	22%
Parks	2,676.00	57,800.00	55,124.00	5%
Community	12,210.00	1,602,500.00	1,590,290.00	1%
Transfers	115,551.00	927,600.00	812,049.00	12%
<u>Total Expenditures</u>	858,106.00	6,466,800.00	5,608,694.00	13%
 Excess Revenues over Expenditures	 1,598,041.00			

EXECUTIVE SUMMARY MARCH 2014

25.00%

	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>%</u>
WATER				
<u>Revenues</u>	1,039,235.00	1,992,300.00	953,065.00	52%
<u>Expenditures</u>				
Administration	55,572.00	211,600.00	156,028.00	26%
Operations	224,780.00	1,441,700.00	1,216,920.00	16%
Transfer	-	90,000.00	90,000.00	0%
	280,352.00	1,743,300.00	1,462,948.00	16%
Excess Revenues over Expenditures	758,883.00			
Debt Services	1,414,536.00	1,415,000.00	664.00	100%

EXECUTIVE SUMMARY MARCH 2014

25.00%

	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>%</u>
WASTEWATER				
<u>Revenues</u>	605,645.00	1,267,500.00	661,855.00	48%
<u>Expenditures</u>				
Administration	73,479.00	300,300.00	226,821.00	24%
Operation	153,878.00	950,700.00	796,822.00	16%
	227,357.00	1,251,000.00	1,023,643.00	18%
Excess Revenues over Expenditures	378,288.00			
Wastewater Expansion Project	409,460.00	982,000.00	572,540.00	

CITY OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2014

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
01-01-4010-00 GEN. PROPERTY ACCOUNTS	988,034.07	1,099,895.39	2,860,000.00	1,760,104.61	38.5
01-01-4020-00 SPECIFIC OWNERSHIP TAXES	22,714.18	63,774.46	190,000.00	126,225.54	33.6
01-01-4030-00 FRANCHISE TAXES	54,079.32	113,630.70	290,000.00	176,369.30	39.2
01-01-4040-00 PENALTIES & INTEREST	278.45	282.31	4,000.00	3,717.69	7.1
01-01-4070-00 SALES TAX	192,317.30	606,751.82	1,825,000.00	1,218,248.18	33.3
01-01-4080-00 SEVERANCE TAX	.00	.00	50,000.00	50,000.00	.0
TOTAL TAXES	1,257,423.32	1,884,334.68	5,219,000.00	3,334,665.32	36.1
<u>LICENSES & PERMITS</u>					
01-02-4110-00 LIQUOR LICENSE	530.00	605.00	400.00	(205.00)	151.3
01-02-4120-00 BUS. LIC. & PERMITS - OTHE	500.00	8,700.00	9,000.00	300.00	96.7
01-02-4130-00 BUILDING PERMITS	117,986.30	254,107.80	280,000.00	25,892.20	90.8
01-02-4140-00 DOG LICENSE & PERMITS OTHE	238.00	814.00	2,100.00	1,286.00	38.8
01-02-4150-00 FINGERPRINTING	.00	15.00	300.00	285.00	5.0
TOTAL LICENSES & PERMITS	119,254.30	264,241.80	291,800.00	27,558.20	90.8
<u>INTERGOVERNMENTAL</u>					
01-03-4210-00 CIGARETTE TAXES	1,200.55	3,655.85	13,500.00	9,844.15	27.1
01-03-4220-00 HIGHWAY USERS TAX	28,911.15	85,385.14	330,000.00	244,614.86	25.9
01-03-4230-00 ADD. VEH. REG. FEE	3,472.00	10,331.00	37,000.00	26,669.00	27.9
01-03-4240-00 COUNTY ROAD & BRIDGE	.00	.00	65,000.00	65,000.00	.0
TOTAL INTERGOVERNMENTAL	33,583.70	99,371.99	445,500.00	346,128.01	22.3
<u>CHARGES FOR SERVICES</u>					
01-04-4310-00 CEMETERY LOT'S AND CARE	6,291.50	9,326.50	18,000.00	8,673.50	51.8
01-04-4320-00 TRASH CHARGES	37,308.64	110,715.48	360,000.00	249,284.52	30.8
01-04-4330-00 OTHER SERVICES	80.02	(757.57)	1,500.00	2,257.57	(50.5)
01-04-4340-00 FISHING PERMITS	45.00	50.00	600.00	550.00	8.3
TOTAL CHARGES FOR SERVICES	43,725.16	119,334.41	380,100.00	260,765.59	31.4
<u>FINES</u>					
01-05-4410-00 MUNICIPAL COURT FINES & FE	7,700.93	22,273.14	55,000.00	32,726.86	40.5
01-05-4420-00 SURCHARGE	985.00	2,800.36	5,500.00	2,699.64	50.9
TOTAL FINES	8,685.93	25,073.50	60,500.00	35,426.50	41.4

CITY OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2014

		GENERAL FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>MISCELLANEOUS</u>						
01-06-4510-00	COMM. CENTER RENTAL FEES	2,040.00	4,330.00	5,500.00	1,170.00	78.7
01-06-4530-00	REFUND OF EXPENDITURES	4,494.51	4,656.53	5,000.00	343.47	93.1
01-06-4570-00	SCHOOL DISTRICT	.00	.00	24,000.00	24,000.00	.0
	TOTAL MISCELLANEOUS	6,534.51	8,986.53	34,500.00	25,513.47	26.1
<u>EARNINGS ON INVESTMENTS</u>						
01-07-4610-00	EARNINGS ON INVESTMENTS	6,865.91	23,281.90	42,000.00	18,718.10	55.4
	TOTAL EARNINGS ON INVESTMENTS	6,865.91	23,281.90	42,000.00	18,718.10	55.4
<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	9,009.53	31,522.06	5,000.00	(26,522.06)	630.4
	TOTAL TAXES	9,009.53	31,522.06	50,000.00	18,477.94	63.0
	TOTAL FUND REVENUE	1,485,082.36	2,456,146.87	6,523,400.00	4,067,253.13	37.7

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2014

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEGISLATIVE</u>					
01-10-5010-00 BOARD MEMBERS COMPENSATION	2,225.00	4,825.00	22,800.00	17,975.00	21.2
01-10-5050-00 PAYROLL TAXES	170.22	369.13	1,800.00	1,430.87	20.5
01-10-5070-00 WORKMEN'S COMPENSATION	66.31	229.02	900.00	670.98	25.5
01-10-6522-00 INSURANCE	.00	175.00	700.00	525.00	25.0
01-10-6544-03 EQUIPMENT/SOFTWARE - IPADS	134.98	144.97	5,000.00	4,855.03	2.9
01-10-8016-00 PROFESSIONAL SERVICES	106.61	106.61	5,400.00	5,293.39	2.0
TOTAL LEGISLATIVE	2,703.12	5,849.73	36,600.00	30,750.27	16.0
<u>JUDICIAL</u>					
01-15-5011-00 SAL-JUDGE	1,140.00	2,140.00	10,000.00	7,860.00	21.4
01-15-5012-00 SAL-PROS. ATT.	2,200.00	5,400.00	19,700.00	14,300.00	27.4
01-15-6505-00 OFFICE EXPENSES	.00	19.99	600.00	580.01	3.3
01-15-8016-00 PROFESSIONAL SERVICES	20.00	20.00	100.00	80.00	20.0
TOTAL JUDICIAL	3,360.00	7,579.99	30,400.00	22,820.01	24.9
<u>ELECTIONS</u>					
01-20-6413-00 PUBLISHING	.00	.00	700.00	700.00	.0
01-20-6526-00 SUPPLIES	39.00	39.00	12,500.00	12,461.00	.3
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	39.00	39.00	20,000.00	19,961.00	.2

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2014

GENERAL FUND					
	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
01-25-5010-00 SALARIES	5,634.26	16,907.97	75,400.00	58,492.03	22.4
01-25-5010-03 OVERTIME	.00	.00	600.00	600.00	.0
01-25-5011-00 PART TIME OFFICE	193.83	342.93	3,700.00	3,357.07	9.3
01-25-5015-00 CLEANING SALARIES	216.66	650.00	3,500.00	2,850.00	18.6
01-25-5025-00 MANAGER	3,587.30	10,761.90	48,500.00	37,738.10	22.2
01-25-5050-00 PAYROLL TAXES	702.74	2,090.35	9,900.00	7,809.65	21.1
01-25-5060-00 RETIREMENT FUND	694.70	2,084.36	9,100.00	7,015.64	22.9
01-25-5065-00 HEALTH INSURANCE	2,097.97	6,256.93	30,000.00	23,743.07	20.9
01-25-5070-00 WORKMAN'S COMPENSATION	44.21	153.65	600.00	446.35	25.6
01-25-6010-00 UTILITIES	398.28	881.90	5,000.00	4,118.10	17.6
01-25-6505-00 OFFICE EXPENSE	219.84	1,351.13	8,000.00	6,648.87	16.9
01-25-6506-00 UTILITY BILL MAILING	306.00	911.30	3,700.00	2,788.70	24.6
01-25-6510-00 TELEPHONE	168.72	331.49	2,100.00	1,768.51	15.8
01-25-6511-00 TRAINING	.00	.00	1,000.00	1,000.00	.0
01-25-6513-00 PUBLISHING	497.88	836.74	6,000.00	5,163.26	14.0
01-25-6515-00 DUES AND SUBSCRIPTIONS	(24.34)	2,015.39	2,800.00	784.61	72.0
01-25-6518-00 CLEANING SUPPLIES	89.08	245.87	1,500.00	1,254.13	16.4
01-25-6520-00 MILEAGE & EXPENSES	50.85	177.43	2,200.00	2,022.57	8.1
01-25-6522-00 INSURANCE & BONDS	.00	2,472.00	13,800.00	11,328.00	17.9
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.	27.43	27.43	700.00	672.57	3.9
01-25-7020-00 MAINTENANCE & REPAIRS	244.23	935.02	3,500.00	2,564.98	26.7
01-25-8010-00 AUDIT	.00	1,875.00	8,900.00	7,025.00	21.1
01-25-8012-00 COMPUTER PROFESSIONAL SERV	1,651.79	2,686.45	14,000.00	11,313.55	19.2
01-25-8014-00 LEGAL	4,717.00	8,430.00	40,000.00	31,570.00	21.1
01-25-8015-00 TAPING MEETINGS	535.00	1,407.50	6,200.00	4,792.50	22.7
01-25-8016-00 SALARY STUDY FEES	.00	.00	800.00	800.00	.0
01-25-8017-00 PROFESSIONAL SERVICES	85.00	255.00	6,000.00	5,745.00	4.3
01-25-8019-00 TREASURER'S FEES	13,246.82	14,432.02	45,000.00	30,567.98	32.1
01-25-9028-00 COMMUNICATIONS	.00	.00	1,000.00	1,000.00	.0
TOTAL ADMINISTRATION	35,386.25	78,519.76	362,000.00	283,480.24	21.7

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2014

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PLANNING & ZONING</u>					
01-30-5010-00 SALARIES	8,019.78	24,059.28	104,600.00	80,540.72	23.0
01-30-5050-00 PAYROLL TAXES	606.22	1,818.66	8,100.00	6,281.34	22.5
01-30-5060-00 RETIREMENT FUND	740.66	2,221.98	9,700.00	7,478.02	22.9
01-30-5065-00 HEALTH INSURANCE	1,298.30	3,860.48	18,300.00	14,439.54	21.1
01-30-5070-00 WORKMENS COMPENSATION	132.62	457.98	1,300.00	842.02	35.2
01-30-6010-00 UTILITIES	398.26	881.87	2,800.00	1,918.13	31.5
01-30-6505-00 OFFICE SUPPLIES	77.55	298.28	2,300.00	2,001.72	13.0
01-30-6510-00 TELEPHONE	133.57	267.14	1,300.00	1,032.86	20.6
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	625.00	2,100.00	1,575.00	25.0
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	39.00	39.00	500.00	461.00	7.8
01-30-8016-00 PROFESSIONAL SERVICES	273.16	1,728.95	10,000.00	8,271.05	17.3
TOTAL PLANNING & ZONING	11,719.10	36,158.60	167,500.00	131,341.40	21.6

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2014

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE</u>					
01-35-5010-00 SALARIES	61,256.96	193,825.77	922,000.00	728,174.23	21.0
01-35-5010-03 OVERTIME PAY	711.66	3,449.86	20,000.00	16,550.14	17.3
01-35-5013-00 CLERICAL SALARIES	4,579.26	13,572.80	62,000.00	48,427.40	21.9
01-35-5050-00 PAYROLL TAXES	4,972.32	15,898.55	76,800.00	61,101.45	20.4
01-35-5060-00 RETIREMENT	3,679.64	11,385.86	65,000.00	53,614.14	17.5
01-35-5065-00 HEALTH INSURANCE	17,599.05	55,844.39	290,200.00	234,355.61	19.2
01-35-5070-00 WORKMEN'S COMPENSATION	3,249.19	11,220.51	38,000.00	26,779.49	29.5
01-35-6010-00 UTILITIES	1,775.51	3,507.29	16,400.00	12,892.71	21.4
01-35-6505-00 OFFICE EXPENSE	521.89	880.20	6,000.00	5,119.80	14.7
01-35-6510-00 TELEPHONE	506.26	1,012.52	9,100.00	8,087.48	11.1
01-35-6511-00 TRAINING	1,942.32	2,751.21	10,000.00	7,248.79	27.5
01-35-6513-00 PUBLISHING	.00	.00	500.00	500.00	.0
01-35-6515-00 DUES AND SUBSCRIPTIONS	.00	105.00	1,200.00	1,095.00	8.8
01-35-6518-00 CLEANING SERVICES	581.95	1,665.95	8,100.00	6,434.05	20.6
01-35-6522-00 INSURANCE AND BONDS	.00	11,000.00	44,000.00	33,000.00	25.0
01-35-6524-00 GAS AND OIL	.00	1,214.48	38,000.00	36,785.52	3.2
01-35-6526-00 OPERATING SUPPLIES	316.84	522.84	6,000.00	5,477.16	8.7
01-35-6527-00 UNIFORMS AND CLEANING	5.90	330.34	5,000.00	4,669.66	6.6
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	130.00	130.00	3,600.00	3,470.00	3.6
01-35-6544-10 OFFICE IMPROVEMENTS	.00	.00	5,000.00	5,000.00	.0
01-35-6544-11 POLICE VEHICLE/EQPT.	719.29	719.29	7,500.00	6,780.71	9.6
01-35-7010-00 BLDG. REPAIR & MAINT.	185.46	282.92	8,000.00	7,717.08	3.5
01-35-7020-00 REPAIRS AND MAINTENANCE	3,264.23	3,552.83	10,000.00	6,447.17	35.5
01-35-8012-00 COMP. PROFESSIONAL SERVICE	145.05	511.80	12,900.00	12,388.40	4.0
01-35-8014-00 LEGAL	.00	139.50	1,500.00	1,360.50	9.3
01-35-8016-00 PROFESSIONAL SERVICES	195.00	351.00	5,500.00	5,149.00	6.4
01-35-8017-00 JUVENILE ASSESSMENT CENTER	.00	.00	5,400.00	5,400.00	.0
01-35-8021-00 COMP. LINK TO RECORDS	600.29	1,200.62	8,000.00	6,799.38	15.0
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	106,937.87	334,875.13	1,718,200.00	1,383,324.87	19.5

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2014

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PROTECTIVE INSPECTIONS</u>					
01-40-5010-00 SALARIES	1,666.28	5,004.05	88,600.00	83,595.95	5.7
01-40-5050-00 PAYROLL TAXES	125.64	377.32	6,800.00	6,422.68	5.6
01-40-5060-00 RETIREMENT	70.56	211.91	3,900.00	3,688.09	5.4
01-40-5065-00 HEALTH INSURANCE	344.61	1,026.73	23,800.00	22,773.27	4.3
01-40-5070-00 WORKMEN'S COMPENSATION	66.31	229.02	4,100.00	3,870.98	5.6
01-40-6010-00 UTILITIES	398.26	881.88	3,200.00	2,318.12	27.6
01-40-6505-00 OFFICE EXPENSE	429.42	711.13	3,500.00	2,788.87	20.3
01-40-6510-00 TELEPHONE	133.57	245.60	1,700.00	1,454.40	14.5
01-40-6511-00 TRAINING	.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	25.00	200.00	175.00	12.5
01-40-6518-00 CLEANING & SUPPLIES	.00	.00	700.00	700.00	.0
01-40-6522-00 INSURANCE AND BONDS	.00	2,125.00	8,500.00	6,375.00	25.0
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	79.39	2,000.00	1,920.61	4.0
01-40-8012-00 COMP. PROF. SERVICES	252.45	753.33	3,200.00	2,446.67	23.5
01-40-8014-00 LEGAL	.00	.00	500.00	500.00	.0
01-40-8016-00 PROFESSIONAL SERVICES	4,500.00	9,000.00	65,000.00	56,000.00	13.9
TOTAL PROTECTIVE INSPECTIONS	7,987.10	20,745.36	223,200.00	202,454.64	9.3

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2014

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STREETS</u>					
01-45-6010-00 SALARIES	18,589.22	47,994.64	281,900.00	213,905.46	18.3
01-45-6010-03 OVERTIME	161.90	3,754.96	5,500.00	1,745.04	68.3
01-45-6015-00 PART-TIME SALARIES	.00	.00	15,000.00	15,000.00	.0
01-45-6050-00 PAYROLL TAXES	1,319.40	3,757.68	22,000.00	18,242.32	17.1
01-45-6060-00 RETIREMENT FUND	914.98	2,850.49	17,800.00	14,949.51	16.0
01-45-6065-00 HEALTH INSURANCE	4,878.65	13,271.33	80,000.00	66,728.67	16.6
01-45-6070-00 WORKMEN'S COMPENSATION	795.72	2,747.88	16,000.00	13,252.12	17.2
01-45-6010-00 UTILITIES	1,610.91	3,365.82	15,000.00	11,634.18	22.4
01-45-6015-00 UTILITIES - STREET LIGHTIN	18,790.80	38,570.55	218,000.00	179,429.45	17.7
01-45-6505-00 OFFICE EXPENSE	50.49	50.49	500.00	449.51	10.1
01-45-6510-00 TELEPHONE	360.91	912.51	3,000.00	2,087.49	30.4
01-45-6511-00 TRAINING	100.00	100.00	800.00	700.00	12.5
01-45-6515-00 DUES & SUBSCRIPTIONS	.00	.00	300.00	300.00	.0
01-45-6518-00 CLEANING SUPPLIES	249.56	401.18	1,500.00	1,098.82	26.8
01-45-6522-00 INSURANCE AND BONDS	.00	6,000.00	24,000.00	18,000.00	25.0
01-45-6524-00 GAS & OIL	431.62	3,621.62	22,500.00	18,878.38	16.1
01-45-6526-00 OPERATING SUPPLIES	55.13	218.73	4,500.00	4,281.27	4.9
01-45-6530-00 SNOW AND ICE REMOVAL	4,856.75	11,135.96	20,000.00	8,864.04	55.7
01-45-6532-00 TRASH SERVICE	35,862.63	71,937.45	360,000.00	288,062.55	20.0
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	513.67	5,000.00	4,486.33	10.3
01-45-6544-07 TOOLS	57.08	57.08	3,500.00	3,442.92	1.6
01-45-6544-09 SAFETY EQUIPMENT	195.35	195.35	4,000.00	3,804.65	4.9
01-45-7020-00 REP & MAINT - EQUIP & BLDG	1,380.54	2,915.41	20,000.00	17,084.59	14.6
01-45-7030-00 REPAIR & MAINT. BLDGS.	.00	.00	5,000.00	5,000.00	.0
01-45-8016-00 PROFESSIONAL SERVICES	133.00	701.51	3,000.00	2,298.49	23.4
TOTAL STREETS	90,794.64	215,074.21	1,142,800.00	927,725.79	18.8

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 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	132.62	457.98	1,200.00	742.02	38.2
01-50-5513-00 PUBLISHING	.00	.00	300.00	300.00	.0
01-50-5522-00 INSURANCE	.00	450.00	1,800.00	1,350.00	25.0
01-50-5524-00 GAS & OIL	.00	.00	1,500.00	1,500.00	.0
01-50-5526-00 SUPPLIES	91.98	91.98	1,500.00	1,408.02	6.1
01-50-5533-00 TREE TRIMMING	.00	.00	3,800.00	3,800.00	.0
01-50-5534-00 FERTILIZER & WEED CONTROL	.00	.00	4,700.00	4,700.00	.0
01-50-5544-01 MOWER DECK	.00	.00	3,500.00	3,500.00	.0
01-50-5544-02 HAND MOWER	.00	.00	1,000.00	1,000.00	.0
01-50-5544-05 TOOLS	.00	.00	400.00	400.00	.0
01-50-5544-06 TREES	.00	.00	1,500.00	1,500.00	.0
01-50-5544-07 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	224.60	999.96	41,200.00	40,200.04	2.4
<u>ANIMAL CONTROL</u>					
01-55-5010-00 SALARIES	3,310.30	9,930.90	45,300.00	35,369.10	21.9
01-55-5010-03 OVERTIME	62.07	62.07	200.00	137.93	31.0
01-55-5050-00 PAYROLL TAXES	254.33	753.49	3,500.00	2,746.51	21.5
01-55-5060-00 RET BEN	140.20	420.60	2,000.00	1,579.40	21.0
01-55-5065-00 HEALTH BEN	689.52	2,053.00	9,400.00	7,347.00	21.8
01-55-5070-00 WORKMENS COMPENSATION	198.93	686.97	1,000.00	313.03	68.7
01-55-5522-00 INSURANCE	.00	475.00	1,900.00	1,425.00	25.0
01-55-5524-00 GAS AND OIL	186.80	186.80	3,500.00	3,313.20	5.3
01-55-5526-00 SUPPLIES	.00	305.28	1,200.00	894.72	25.4
01-55-7020-00 REPAIR & MAINTENANCE	18.00	18.00	500.00	482.00	3.6
01-55-7030-00 WEED/NUISANCE CONTROL	.00	.00	8,000.00	8,000.00	.0
01-55-8016-00 PROFESSIONAL SERVICES	.00	895.00	5,000.00	4,105.00	17.9
TOTAL ANIMAL CONTROL	4,860.15	15,787.11	81,500.00	65,712.89	19.4

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2014

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SENIOR COORDINATOR PROGRAM</u>					
01-60-5015-00 PART-TIME SALARIES	2,962.99	8,112.11	36,900.00	27,787.89	22.6
01-60-5050-00 PAYROLL TAXES	226.91	620.58	2,800.00	2,179.42	22.2
01-60-5070-00 WORKMEN'S COMPENSATION	198.93	686.97	2,400.00	1,713.03	28.6
01-60-6010-00 UTILITIES	365.33	890.22	3,600.00	2,709.78	24.7
01-60-6510-00 TELEPHONE	113.23	226.46	1,300.00	1,073.54	17.4
01-60-6520-00 MILEAGE	194.59	411.71	2,900.00	2,488.29	14.2
01-60-6522-00 INSURANCE	.00	350.00	1,400.00	1,050.00	25.0
01-60-7020-00 REPAIR & MAINTENANCE	287.91	742.10	5,200.00	4,457.90	14.3
TOTAL SENIOR COORDINATOR PROGRAM	4,338.89	12,040.15	55,500.00	43,459.85	21.7
<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	132.62	457.98	1,100.00	642.02	41.6
01-65-6010-00 UTILITIES	707.28	1,592.01	6,000.00	4,407.99	26.5
01-65-6511-00 TRAINING	.00	.00	300.00	300.00	.0
01-65-6522-00 INSURANCE AND BONDS	.00	500.00	2,000.00	1,500.00	25.0
01-65-6524-00 GAS AND OIL	.00	.00	1,500.00	1,500.00	.0
01-65-6526-00 SUPPLIES	.00	112.32	2,000.00	1,887.68	5.6
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	13.46	13.46	5,000.00	4,986.54	.3
01-65-7025-00 SPRINKLER REPAIRS	.00	.00	4,000.00	4,000.00	.0
TOTAL PARKS	853.36	2,675.77	57,800.00	55,124.23	4.6
<u>LIBRARY</u>					
01-70-7000-00 TOWN SUPPORT-LIBRARY	29,616.67	88,850.01	355,400.00	266,549.99	25.0
TOTAL LIBRARY	29,616.67	88,850.01	355,400.00	266,549.99	25.0

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2014

GENERAL FUND					
	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEGISLATIVE</u>					
01-75-6526-00	.00	85.91	8,500.00	8,414.09	1.0
01-75-7020-00	454.20	1,312.40	10,000.00	8,687.60	13.1
01-75-7025-00	730.66	1,255.55	7,500.00	6,244.45	16.7
01-75-7031-00	.00	.00	22,000.00	22,000.00	.0
01-75-7032-00	.00	732.28	1,000,000.00	999,267.72	.1
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	462.00	462.00	19,000.00	18,538.00	2.4
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	.00	4,471.13	14,000.00	9,528.87	31.9
01-75-7129-00	.00	3,510.00	18,500.00	14,990.00	19.0
01-75-7130-00	78.90	381.18	5,000.00	4,618.82	7.6
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	1,725.76	12,210.45	1,602,500.00	1,590,289.56	.8
<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	402.50	26,700.52	140,000.00	113,299.48	19.1
TOTAL TRANSFERS OUT	402.50	26,700.52	572,200.00	545,499.48	4.7
TOTAL FUND EXPENDITURES	300,948.01	858,105.75	6,466,800.00	5,808,694.25	13.3
NET REVENUE OVER EXPENDITURES	1,184,134.35	1,598,041.12	56,600.00	(1,541,441.12)	2823.4

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING MARCH 31, 2014

		WATER FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SOURCE 00</u>						
02-00-4310-00	WATER CHARGES	85,217.58	261,925.84	1,675,000.00	1,413,074.16	15.6
02-00-4320-00	WATER TAP FEES	130,000.00	299,867.00	.00	(299,867.00)	.0
02-00-4322-00	RAW WATER DEV. FEE	168,000.00	400,000.00	.00	(400,000.00)	.0
02-00-4325-00	WATER REFUNDS	(854.68)	(1,259.68)	.00	1,259.68	.0
02-00-4330-00	MISCELLANEOUS	34,420.28	69,282.08	100,000.00	30,717.92	69.3
02-00-4610-00	EARNINGS ON INVESTMENTS	3,196.03	9,419.98	35,000.00	25,580.02	26.9
02-00-4830-00	TRANSFER FROM GENERAL FUND	.00	.00	182,300.00	182,300.00	.0
	TOTAL SOURCE 00	419,979.21	1,039,235.22	1,992,300.00	953,064.78	52.2
	TOTAL FUND REVENUE	419,979.21	1,039,235.22	1,992,300.00	953,064.78	52.2

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2014

		WATER FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>						
02-25-5010-00	SALARIES	2,571.06	7,713.18	37,200.00	29,486.82	20.7
02-25-5010-03	OVERTIME	.00	.00	300.00	300.00	.0
02-25-5015-00	PART-TIME SALARIES	.00	83.67	3,700.00	3,616.33	2.3
02-25-5020-00	JANITORIAL SALARIES	216.87	650.00	2,700.00	2,050.00	24.1
02-25-5025-00	MANAGER	1,848.00	5,544.00	24,300.00	18,756.00	22.8
02-25-5050-00	PAYROLL TAXES	327.76	989.62	5,100.00	4,110.38	19.4
02-25-5060-00	RETIREMENT FUND	357.58	1,072.70	5,500.00	4,427.30	19.5
02-25-5065-00	HEALTH INSURANCE	1,096.65	3,271.99	16,000.00	12,728.01	20.5
02-25-5070-00	WORKMEN'S COMPENSATION	44.21	153.65	500.00	346.35	30.7
02-25-6010-00	UTILITIES	398.26	881.88	3,500.00	2,618.12	25.2
02-25-6505-00	OFFICE EXPENSE	293.67	1,375.76	5,800.00	4,424.24	23.7
02-25-6506-00	UTILITY BILL MAILING	306.00	911.30	3,600.00	2,688.70	25.3
02-25-6510-00	TELEPHONE	150.75	301.50	1,800.00	1,498.50	16.8
02-25-6511-00	TRAINING & MEETINGS	.00	.00	1,000.00	1,000.00	.0
02-25-6513-00	PUBLISHING	.00	21.80	1,000.00	978.40	2.2
02-25-6515-00	DUES AND SUBSCRIPTIONS	56.67	2,033.41	2,200.00	166.59	92.4
02-25-6518-00	CLEANING SUPPLIES	89.06	206.06	800.00	593.94	25.8
02-25-6520-00	MILEAGE & EXPENSES	.00	.00	500.00	500.00	.0
02-25-6522-00	INSURANCE & BONDS	.00	1,500.00	6,200.00	4,700.00	24.2
02-25-6544-02	CAPITAL OUTLAY - COMP. SOFT	.00	.00	6,000.00	6,000.00	.0
02-25-6544-04	COMPUTER	537.99	537.99	1,000.00	462.01	53.8
02-25-6544-07	MISCELLANEOUS OFFICE	.00	.00	200.00	200.00	.0
02-25-7020-00	REPAIR & MAINT.	.00	79.39	1,000.00	920.61	7.9
02-25-8010-00	AUDIT	.00	1,875.00	5,700.00	3,825.00	32.9
02-25-8011-00	PROF. SERV.-WATER ADJUDICATION	3,924.06	19,530.13	17,000.00	(2,530.13)	114.9
02-25-8012-00	COMP. PROFESSIONAL SERVICES	1,346.95	1,731.76	7,500.00	5,788.24	23.1
02-25-8014-00	LEGAL	728.50	1,348.50	8,000.00	6,651.50	16.9
02-25-8016-00	SALARY STUDY FEES	.00	.00	1,000.00	1,000.00	.0
02-25-8017-00	PROFESSIONAL SERVICES	3,609.00	3,759.00	40,000.00	36,241.00	9.4
02-25-9028-00	COMMUNICATIONS	.00	.00	2,500.00	2,500.00	.0
02-25-9460-00	98 BONDS	.00	1,407,335.56	1,408,000.00	664.44	100.0
02-25-9460-01	INTEREST 1998 BONDS	.00	7,200.00	7,200.00	.00	100.0
TOTAL ADMINISTRATION		17,902.84	1,470,107.65	1,626,800.00	156,692.35	90.4

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2014

		WATER FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS - WATER FUND</u>						
02-70-5010-00	SALARIES	13,991.30	38,922.23	196,500.00	157,577.77	19.8
02-70-5010-03	OVERTIME	244.74	1,316.44	10,000.00	8,683.56	13.2
02-70-5015-00	PART TIME SALARIES	.00	.00	2,600.00	2,600.00	.0
02-70-5050-00	PAYROLL TAXES	997.00	2,940.56	16,000.00	13,059.44	18.4
02-70-5060-00	RETIREMENT FUND	615.20	1,842.02	11,000.00	9,157.98	16.8
02-70-5065-00	HEALTH INSURANCE	3,458.63	10,317.88	54,500.00	44,182.12	18.9
02-70-5070-00	WORKMEN'S COMPENSATION	663.10	2,289.90	7,500.00	5,210.10	30.5
02-70-6010-00	UTILITIES	12,885.56	26,638.41	165,000.00	138,361.59	16.1
02-70-6510-00	TELEPHONE	624.78	1,300.85	6,500.00	5,198.15	20.0
02-70-6511-00	TRAINING	692.13	692.13	3,000.00	2,307.87	23.1
02-70-6518-00	CLEANING SUPPLIES	58.00	58.00	1,500.00	1,442.00	3.9
02-70-6522-00	INSURANCE	.00	5,980.50	26,000.00	20,019.50	23.0
02-70-6524-00	GAS AND OIL	1,119.60	1,589.29	14,500.00	12,910.71	11.0
02-70-6526-00	OPERATING SUPPLIES	15,618.12	19,561.38	130,000.00	110,438.82	15.1
02-70-6527-00	SUPPLIES-SAFETY EQPT.	.00	.00	3,400.00	3,400.00	.0
02-70-6544-01	METER UPGRADE	637.50	23,291.84	95,000.00	71,708.16	24.5
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	5,690.68	5,690.68	20,000.00	14,309.32	28.5
02-70-7020-00	REPAIRS & MAINTENANCE	6,928.00	7,231.50	80,000.00	72,768.50	9.0
02-70-7022-00	VEHICLE REPAIRS	233.94	1,019.40	4,000.00	2,980.60	25.5
02-70-7035-00	WATER ASSESSMENT	3,788.00	71,840.48	96,000.00	24,159.52	74.8
02-70-7090-00	INSURANCE DEDUCTIBLES	.00	.00	2,000.00	2,000.00	.0
02-70-8012-00	PROFESSIONAL SERVICES	525.22	2,256.45	62,000.00	59,743.55	3.6
TOTAL OPERATIONS - WATER FUND		68,751.50	224,779.94	1,441,700.00	1,216,920.06	15.6
<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		86,654.34	1,694,887.59	3,158,500.00	1,463,612.41	53.7
NET REVENUE OVER EXPENDITURES		333,324.87	(655,652.37)	(1,166,200.00)	(510,547.63)	(56.2)

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING MARCH 31, 2014

		SEWER FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SOURCE 00</u>						
03-00-4310-00	SEWER CHARGES	129,263.53	377,795.51	1,230,000.00	852,204.49	30.7
03-00-4320-00	SEWER TAP FEES	90,000.00	207,600.00	.00	(207,600.00)	.0
03-00-4330-00	MISCELLANEOUS	5,543.00	11,443.00	7,500.00	(3,943.00)	152.6
03-00-4610-00	EARNINGS ON INVESTMENTS	2,006.76	8,806.75	30,000.00	21,193.25	29.4
TOTAL SOURCE 00		226,813.29	605,645.26	1,267,500.00	661,854.74	47.8
TOTAL FUND REVENUE		226,813.29	605,645.26	1,267,500.00	661,854.74	47.8

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2014

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PERSONNEL</u>					
03-25-5010-00 SALARIES	4,245.03	12,735.12	57,400.00	44,664.88	22.2
03-25-5010-03 OVERTIME	.00	.00	500.00	500.00	.0
03-25-5015-00 PART-TIME SALARIES	.00	83.87	3,700.00	3,616.33	2.3
03-25-5020-00 JANITORIAL SALARIES	216.67	650.00	2,600.00	1,950.00	25.0
03-25-5025-00 MANAGER SALARIES	3,587.30	10,761.90	47,800.00	37,038.10	22.5
03-25-5050-00 PAYROLL TAXES	580.89	1,748.56	8,400.00	6,651.44	20.8
03-25-5060-00 RETIREMENT FUND	620.28	1,860.84	8,100.00	6,239.16	23.0
03-25-5065-00 HEALTH INSURANCE	1,955.43	5,834.97	29,000.00	23,165.03	20.1
03-25-5070-00 WORKMEN'S COMPENSATION	44.21	153.65	400.00	246.35	38.4
03-25-6010-00 UTILITIES - TOWN HALL	433.51	953.87	4,200.00	3,246.13	22.7
03-25-6505-00 OFFICE EXPENSES	175.57	1,186.77	4,200.00	3,013.23	28.3
03-25-6506-00 UTILITY BILL MAILING	306.00	911.30	3,500.00	2,588.70	26.0
03-25-6510-00 TELEPHONE	133.57	267.14	1,900.00	1,632.86	14.1
03-25-6511-00 TRAINING & MEETINGS	.00	.00	1,000.00	1,000.00	.0
03-25-6515-00 DUES & SUBSCRIPTIONS	56.67	71.40	500.00	428.60	14.3
03-25-6518-00 CLEANING SUPPLIES	89.06	206.06	900.00	693.94	22.9
03-25-6520-00 MILEAGE & EXPENSES	.00	.00	800.00	800.00	.0
03-25-6522-00 INSURANCE & BONDS	.00	1,500.00	7,400.00	5,900.00	20.3
03-25-6544-02 COMPUTER SOFTWARE	.00	.00	6,000.00	6,000.00	.0
03-25-6544-04 CAPITAL OUTLAY - COMPUTER	537.98	537.98	1,200.00	662.02	44.8
03-25-6544-07 MISCELLANEOUS OFFICE	.00	.00	400.00	400.00	.0
03-25-7020-00 REPAIR & MAINTENANCE	.00	79.39	1,100.00	1,020.61	7.2
03-25-8010-00 AUDIT	.00	1,875.00	7,000.00	5,125.00	26.8
03-25-8012-00 PROFESSIONAL SERVICES	1,346.95	1,731.76	6,500.00	4,768.24	26.6
03-25-8014-00 LEGAL	1,644.50	8,806.50	30,000.00	21,393.50	28.7
03-25-8016-00 SALARY STUDY	.00	.00	800.00	800.00	.0
03-25-8017-00 PROFESSIONAL SERVICES - ENG.	11,641.50	21,723.33	65,000.00	43,276.67	33.4
TOTAL PERSONNEL	27,614.92	73,479.21	300,300.00	226,820.79	24.5

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2014

SEWER FUND					
	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS - SEWER FUND</u>					
03-70-5010-00 SALARIES	16,799.05	47,270.20	228,700.00	181,429.80	20.7
03-70-5010-03 OVERTIME PAY	299.10	1,608.98	10,000.00	8,391.02	16.1
03-70-5050-00 PAYROLL TAXES	1,210.81	3,586.25	18,300.00	14,713.75	19.6
03-70-5060-00 RETIREMENT FUND	751.97	2,251.46	13,700.00	11,448.54	16.4
03-70-5065-00 HEALTH INSURANCE	4,227.18	12,810.62	65,300.00	52,689.38	19.3
03-70-5070-00 WORKMEN'S COMPENSATION	729.41	2,518.89	6,000.00	3,481.11	42.0
03-70-8010-00 UTILITIES	22,017.55	49,720.69	200,000.00	150,279.31	24.9
03-70-8510-00 TELEPHONE	397.38	846.00	5,200.00	4,354.00	16.3
03-70-8511-00 TRAINING	.00	800.00	2,000.00	1,200.00	40.0
03-70-8518-00 CLEANING SUPPLIES	58.00	58.00	1,200.00	1,142.00	4.8
03-70-8522-00 INSURANCE	.00	6,830.50	26,600.00	19,969.50	24.9
03-70-8524-00 GAS AND OIL	1,119.60	1,589.29	14,500.00	12,910.71	11.0
03-70-8526-00 OPERATING SUPPLIES	9,543.77	21,137.90	98,000.00	76,862.10	21.6
03-70-8527-00 SUPPLIES-SAFETY EQPT.	.00	.00	3,500.00	3,500.00	.0
03-70-8544-02 TOOLS	.00	.00	3,500.00	3,500.00	.0
03-70-8544-03 VEHICLE	.00	.00	18,500.00	18,500.00	.0
03-70-8544-04 MANHOLE INSTALLATION	.00	.00	10,000.00	10,000.00	.0
03-70-8544-10 SEWERLINE REPLACEMENT	.00	.00	30,000.00	30,000.00	.0
03-70-8544-16 INSTRUMENTATION UPGRADES	.00	.00	30,000.00	30,000.00	.0
03-70-8544-22 WASTEWATER EXPANSION PROJECT	128,545.00	409,460.00	982,000.00	572,540.00	41.7
03-70-7015-00 REPAIRS AND MAINTENANCE	90.00	514.14	80,000.00	79,485.86	.6
03-70-7020-00 R & M MAINS	827.85	1,839.09	20,000.00	18,160.91	9.2
03-70-7022-00 VEHICLE REPAIRS	81.50	816.33	3,700.00	2,883.67	22.1
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	30.00	80.07	26,000.00	25,919.93	.3
TOTAL OPERATIONS - SEWER FUND	186,728.17	563,338.41	1,932,700.00	1,369,361.59	29.2
TOTAL FUND EXPENDITURES	214,343.09	636,817.62	2,233,000.00	1,596,182.38	28.5
NET REVENUE OVER EXPENDITURES	12,470.20	(31,172.36)	(965,500.00)	(934,327.64)	(3.2)

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING MARCH 31, 2014

CONSERVATION TRUST

<u>SOURCE 00</u>	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
05-00-4070-00 COLORADO LOTTERY	14,827.59	23,424.34	50,000.00	26,575.66	46.9
05-00-4110-00 PARK FEES	21,000.00	50,000.00	62,500.00	12,500.00	80.0
05-00-4130-00 LARIMER COUNTY USE TAX	6,499.13	18,640.97	45,000.00	26,359.03	41.4
05-00-4330-00 OTHER	177.88	177.88	1,000.00	822.14	17.8
05-00-4610-00 CT-EARNINGS ON INVEST.	293.36	485.16	5,000.00	4,514.84	9.7
 TOTAL SOURCE 00	 42,797.94	 92,728.33	 163,500.00	 70,771.67	 56.7
 TOTAL FUND REVENUE	 42,797.94	 92,728.33	 163,500.00	 70,771.67	 56.7

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 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	42,797.94	92,728.33	(17,300.00)	(110,028.33)	538.0

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING MARCH 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	.00	21,007.71	.00 (	21,007.71)	.0
06-00-4610-00 CF-EARNINGS ON INVESTMENTS	104.86	234.15	900.00	665.85	26.0
TOTAL SOURCE 00	104.86	21,241.86	225,900.00	204,658.14	9.4
TOTAL FUND REVENUE	104.86	21,241.86	225,900.00	204,658.14	9.4

CITY OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING MARCH 31, 2014

CONTINGENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 70</u>					
06-70-6544-00 TRANSFER TO BANK FUND	648.00	2,085.99	929,700.00	927,614.01	.2
TOTAL DEPARTMENT 70	648.00	2,085.99	929,700.00	927,614.01	.2
TOTAL FUND EXPENDITURES	648.00	2,085.99	929,700.00	927,614.01	.2
NET REVENUE OVER EXPENDITURES	(543.14)	19,155.87	(703,800.00)	(722,955.87)	2.7

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING MARCH 31, 2014

CEMETERY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SOURCE 00</u>					
07-00-4310-00 CEMETERY LOTS AND CARE	598.50	805.50	2,800.00	1,994.50	28.8
07-00-4810-00 CP-EARNINGS ON INVESTMENTS	7.26	19.89	200.00	180.11	10.0
TOTAL SOURCE 00	<u>605.76</u>	<u>825.39</u>	<u>3,000.00</u>	<u>2,174.61</u>	<u>27.5</u>
TOTAL FUND REVENUE	<u>605.76</u>	<u>825.39</u>	<u>3,000.00</u>	<u>2,174.61</u>	<u>27.5</u>
NET REVENUE OVER EXPENDITURES	<u><u>605.76</u></u>	<u><u>825.39</u></u>	<u><u>3,000.00</u></u>	<u><u>2,174.61</u></u>	<u><u>27.5</u></u>

CITY OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 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	.00	16,260.75	.00	(16,260.75)	.0
09-00-4610-00 EARNINGS ON INVESTMENTS	30.30	30.30	3,000.00	2,969.70	1.0
TOTAL SOURCE 00	30.30	16,291.05	378,000.00	361,708.95	4.3
TOTAL FUND REVENUE	30.30	16,291.05	378,000.00	361,708.95	4.3

CITY OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING MARCH 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	17,500.00	17,500.00	18,000.00	500.00	97.2
09-70-6544-04 POLICE VEHICLE	.00	.00	84,000.00	84,000.00	.0
TOTAL DEPARTMENT 70	<u>17,500.00</u>	<u>17,500.00</u>	<u>114,000.00</u>	<u>96,500.00</u>	<u>15.4</u>
TOTAL FUND EXPENDITURES	<u>17,500.00</u>	<u>17,500.00</u>	<u>114,000.00</u>	<u>96,500.00</u>	<u>15.4</u>
NET REVENUE OVER EXPENDITURES	<u>(17,469.70)</u>	<u>(1,208.95)</u>	<u>264,000.00</u>	<u>265,208.95</u>	<u>(.5)</u>

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING MARCH 31, 2014

		DRAINAGE FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SOURCE 00</u>						
11-00-4110-00	DRAINAGE FEES	29,345.76	87,143.26	300,000.00	212,856.74	29.1
11-00-4610-00	EARNINGS ON INVESTMENTS	1,140.79	2,015.21	8,000.00	5,984.79	25.2
TOTAL SOURCE 00		30,486.55	89,158.47	308,000.00	218,841.53	29.0
TOTAL FUND REVENUE		30,486.55	89,158.47	308,000.00	218,841.53	29.0

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2014

DRAINAGE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
11-25-6010-00 CLERICAL SALARIES	2,244.29	4,933.87	17,500.00	12,666.33	28.2
11-25-6010-03 OVERTIME	.00	.00	100.00	100.00	.0
11-25-6011-00 PART TIME OFFICE	.00	83.87	3,700.00	3,616.33	2.3
11-25-6025-00 MANAGER	1,848.02	5,544.06	24,400.00	18,855.94	22.7
11-25-6050-00 PAYROLL TAXES	235.40	712.80	3,600.00	2,887.40	19.8
11-25-6060-00 RETIREMENT FUND	227.62	682.87	3,300.00	2,617.13	20.7
11-25-6065-00 HEALTH INSURANCE	854.58	2,551.34	12,100.00	9,548.66	21.1
11-25-6070-00 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	.00	425.17	1,000.00	574.83	42.5
11-25-6506-00 UTILITY BILL MAILING	306.00	911.28	3,700.00	2,788.72	24.6
11-25-6510-00 TELEPHONE	.00	.00	700.00	700.00	.0
11-25-6522-00 INSURANCE AND BONDS	.00	575.00	2,300.00	1,725.00	25.0
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	1,875.00	2,200.00	325.00	85.2
11-25-8012-00 COMPUTER PROF. SERVICES	1,324.87	1,689.61	3,000.00	1,310.39	56.3
11-25-8014-00 LEGAL	.00	.00	2,000.00	2,000.00	.0
11-25-8017-00 PROFESSIONAL SERVICES	.00	.00	1,500.00	1,500.00	.0
TOTAL ADMINISTRATION	7,040.78	19,984.27	90,300.00	70,315.73	22.1
<u>OPERATIONS</u>					
11-70-5010-00 SALARIES	2,059.73	5,150.50	47,400.00	42,249.50	10.9
11-70-5010-03 OVERTIME	.00	563.54	500.00	(63.54)	112.7
11-70-5050-00 PAYROLL TAXES	150.69	417.38	4,000.00	3,582.62	10.4
11-70-5060-00 RETIREMENT FUND	67.90	222.67	3,700.00	3,477.33	6.0
11-70-5065-00 HEALTH INSURANCE	590.35	1,763.47	14,200.00	12,436.53	12.4
11-70-6070-00 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	1,100.00	4,400.00	3,300.00	25.0
11-70-6524-00 GAS & OIL	670.40	1,242.24	2,100.00	857.76	59.2
11-70-6528-00 OPERATING SUPPLIES	.00	.00	1,000.00	1,000.00	.0
11-70-8544-06 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	.00	353,800.00	353,800.00	.00	100.0
TOTAL OPERATIONS	3,539.07	364,259.80	590,800.00	226,540.20	61.7
TOTAL FUND EXPENDITURES	10,579.85	384,244.07	681,100.00	296,855.93	56.4

CITY OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING MARCH 31, 2014

DRAINAGE FUND					
	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	19,806.70	(295,085.60)	(373,100.00)	(78,014.40)	(79.1)

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING MARCH 31, 2014

		PAVING FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SOURCE 00</u>						
12-00-4110-00	PAVING FEES	.00	149.00	.00	(149.00)	.0
12-00-4610-00	EARNINGS ON INVESTEMENTS	.55	.55	.00	(.55)	.0
TOTAL SOURCE 00		.55	149.55	.00	(149.55)	.0
TOTAL FUND REVENUE		.55	149.55	.00	(149.55)	.0

CITY OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING MARCH 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		.55	149.55	(3,800.00)	(3,949.55)	3.9

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2014

		LIBRARY				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 00</u>						
14-00-5010-00	LIBRARY- SALARIES	18,141.75	54,014.28	300,000.00	245,985.72	18.0
14-00-5050-00	LIBRARY-PAYROLL TAXES	1,362.15	4,055.05	24,400.00	20,344.95	16.8
14-00-5065-00	HEALTH INS.	1,602.27	4,806.81	25,000.00	20,193.19	19.2
14-00-5070-00	WORKMENS COMPENSATION	132.61	457.95	600.00	142.05	76.3
TOTAL DEPARTMENT 00		<u>21,238.78</u>	<u>63,334.09</u>	<u>350,000.00</u>	<u>286,665.91</u>	<u>18.1</u>
TOTAL FUND EXPENDITURES		<u>21,238.78</u>	<u>63,334.09</u>	<u>350,000.00</u>	<u>286,665.91</u>	<u>18.1</u>
NET REVENUE OVER EXPENDITURES		<u>(21,238.78)</u>	<u>(63,334.09)</u>	<u>(350,000.00)</u>	<u>(286,665.91)</u>	<u>(18.1)</u>

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING MARCH 31, 2014

CAPITAL PROJECTS FUND

<u>SOURCE 00</u>	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
15-00-4060-00 USE TAX	195,669.08	621,838.04	850,000.00	228,161.96	73.2
15-00-4610-00 EARNINGS ON INVESTMENTS	2,019.23	9,686.25	50,000.00	40,313.75	19.4
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	 <u>197,688.31</u>	 <u>631,524.29</u>	 <u>948,800.00</u>	 <u>317,275.71</u>	 <u>66.6</u>
 TOTAL FUND REVENUE	 <u>197,688.31</u>	 <u>631,524.29</u>	 <u>948,800.00</u>	 <u>317,275.71</u>	 <u>66.6</u>

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2014

CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 70</u>					
15-70-6544-13 DOWNTOWN CONSTRUCTION	6,601.62	6,601.62	1,000,000.00	993,398.38	.7
15-70-7015-00 ANNUAL OVERLAY	.00	.00	250,000.00	250,000.00	.0
15-70-7020-00 STREET REPAIR & MAINT.	199.97	199.97	150,000.00	149,800.03	.1
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	 6,801.59	 6,801.59	 1,678,000.00	 1,671,198.41	 .4
 <u>DEPARTMENT 80</u>					
15-80-7060-00 REBATE	.00	29,131.26	100,000.00	70,868.74	29.1
 TOTAL DEPARTMENT 80	 .00	 29,131.26	 100,000.00	 70,868.74	 29.1
 TOTAL FUND EXPENDITURES	 6,801.59	 35,932.85	 1,778,000.00	 1,742,067.15	 2.0
 NET REVENUE OVER EXPENDITURES	 190,886.72	 595,591.44 (	829,200.00 ) (	1,424,791.44)	 71.8

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING MARCH 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	6,307.34	21,599.47	89,000.00	67,400.53	24.3
16-00-4610-00 EARNINGS ON INVESTMENTS	3.71	3.71	10.00	6.29	37.1
TOTAL SOURCE 00	6,311.05	21,603.18	89,010.00	67,406.82	24.3
TOTAL FUND REVENUE	6,311.05	21,603.18	89,010.00	67,406.82	24.3

CITY OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING MARCH 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
16-70-7090-00 TOWN OF JOHNSTOWN	.00	770.00	.00 (	770.00)	.0
TOTAL DEPARTMENT 70	.00	770.00	98,010.00	97,240.00	.8
TOTAL FUND EXPENDITURES	.00	770.00	98,010.00	97,240.00	.8
NET REVENUE OVER EXPENDITURES	8,311.05	20,833.18	(9,000.00 ) (	29,833.18)	231.5

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING MARCH 31, 2014

IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SOURCE 00</u>					
17-00-4610-00 EARNINGS ON INVESTMENTS	3,158.32	7,268.25	40,000.00	32,731.75	18.2
TOTAL SOURCE 00	3,158.32	7,268.25	40,000.00	32,731.75	18.2
<u>SOURCE 01</u>					
17-01-4110-01 TRANSPORATION FAC. DEV. FEE	77,491.38	208,944.39	229,000.00	20,055.61	91.2
17-01-4110-02 POLICE FACILITIES DEV. FEE	18,003.24	44,445.69	53,000.00	8,554.41	83.9
17-01-4110-03 PUBLIC FACILITIES DEV. FEE	48,009.74	128,398.25	142,000.00	13,601.75	90.4
17-01-4110-04 PARKS & OPEN SPACE DEV. FEE	48,676.14	111,043.87	138,000.00	26,956.13	80.5
17-01-4110-05 LIBRARY FACILITIES FEE	9,249.98	22,005.90	27,000.00	4,994.10	81.5
17-01-4110-06 TRAFFIC SIGNAL	831.03	1,683.91	5,000.00	3,336.09	33.3
TOTAL SOURCE 01	200,261.51	516,501.91	594,000.00	77,498.09	87.0
<u>SOURCE 70</u>					
17-70-4330-00 MISCELLANEOUS	.00 (	16.25)	.00	16.25	.0
TOTAL SOURCE 70	.00 (	16.25)	.00	16.25	.0
TOTAL FUND REVENUE	203,419.83	523,763.91	634,000.00	110,246.09	82.6

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2014

		IMPACT FEES				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 70</u>						
17-70-6544-15	POLICE EQUIPMENT	.00	.00	8,800.00	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		<u>203,419.83</u>	<u>523,753.91</u>	<u>(485,100.00)</u>	<u>(1,008,853.91)</u>	<u>108.0</u>

ORDINANCE
No. 2014-133
(*2nd Reading)

TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2014-133

ANNEXING CERTAIN UNINCORPORATED LANDS LOCATED IN A PORTION OF THE NORTHWEST ONE-QUARTER (1/4) OF SECTION NINE (9), TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO KNOWN AS THE PARISH, LLC ANNEXATION, AND CONTAINING APPROXIMATELY EIGHTY NINE AND SEVENTY THREE ONE HUNDREDTHS (89.73+/-) ACRES

WHEREAS, by Resolution No. 2014-03, 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 Weld, 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.

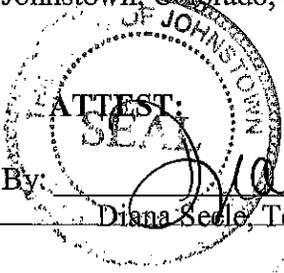
Section 2. That the annexation of such unincorporated area to the Town of Johnstown, Colorado shall be complete and effective on the effective date of this ordinance, except for the purpose of general property taxes, and shall be effective as to general property taxes on and after the first day of January 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 Weld 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 7th day of April, 2014.



TOWN OF JOHNSTOWN, COLORADO

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. 2014-134
(*2nd Reading)

TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2014-134

APPROVAL OF PLANNED UNIT DEVELOPMENT BUSINESS (PUD-B), ZONING OF THE PROPERTY KNOWN AS PARISH, LLC ANNEXATION LOCATED IN A PORTION OF THE NORTHWEST ONE-QUARTER (1/4) OF SECTION NINE (9), TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, AND CONTAINING APPROXIMATELY EIGHTY NINE AND SEVENTY THREE ONE HUNDREDTHS (89.73+/-) ACRES

WHEREAS, the property owners of the parcel of land, known as the Parish, LLC 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-B) on the property; and

WHEREAS, the Town Council of the Town of Johnstown on April 7, 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-B) conforms to the Town's Comprehensive Plan.

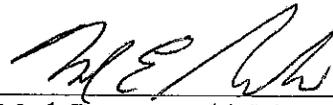
NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO:

1. Zoning of the property known as the Parish, LLC Annexation and more particularly described on the attached Exhibit "A" shall hereby be designated as (PUD-B).
2. The Town Clerk is hereby directed to file this ordinance with the real estate records of the Weld 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 7th day of April, 2014.

By: 
Diana Seele, Town Clerk



TOWN OF JOHNSTOWN, COLORADO
By: 
Mark Romanowski, Mayor

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

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Mark Romanowski, Mayor

AGENDA ITEM 9A

BEER/WINE

LIQUOR LICENSE

RENEWAL

**(Mona Lisa and Me Your Downtown Art
Studio)**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: April 21, 2014

ITEM NUMBER: 9.A

SUBJECT: Consider Beer & Wine License Renewal – Mona Lisa and Me Your Downtown Art Studio

ACTION PROPOSED: Approve Beer & Wine Liquor License Renewal

PRESENTED BY: Town Clerk, Police Chief

AGENDA ITEM DESCRIPTION: Mrs. Tonya Anderson, operating manager of Mona Lisa & Me Your Downtown Art Studio, has submitted a renewal application to the Town Clerk for a beer and wine liquor license (malt and vinous) for Mona Lisa and Me Your Downtown Art Studio located at 20 S. Parish Avenue, Johnstown. The required fees have been submitted to the Town. According to the Johnstown Police Department, the establishment has cooperated with law enforcement officials.

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: Approve the beer and wine liquor license renewal.

SUGGESTED MOTIONS:

For Approval: I move to approve the beer and wine liquor license renewal for Mona Lisa and Me Your Downtown Art Studio.

For Denial: I move to deny approval of the beer and wine license renewal for Mona Lisa and Me Your Downtown Art Studio.

Reviewed:


Town Manager

**RENEWAL
APPLICATION**

**LIQUOR OR 3.2 BEER LICENSE
 RENEWAL APPLICATION**

Fees Due	
Renewal Fee	\$351.25
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Related Resort \$75 x _____	_____
Amount Due/Paid	

MONA LISA AND ME YOUR DOWNTOWN ART
 STUDIO
 20 S PARISH AVE
 JOHNSTOWN CO 80534

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 MONA LISA & ME LLC		DBA MONA LISA AND ME YOUR DOWNTOWN ART STUDIO		
Liquor License # 4701324	License Type Beer & Wine (city)	Sales Tax License # 27650046	Expiration Date 5/8/2014	Due Date 3/24/2014
Street Address 20 S PARISH AVE JOHNSTOWN CO 80534				Phone Number (970) 685 9385
Mailing Address 20 S PARISH AVE JOHNSTOWN CO 80534				
Operating Manager	Date of Birth	Home Address	Phone Number	

- 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 4/31/2015
- 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 TONYA ANDERSON	Title OWNER
Signature 	Date 3/17/14

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} Mona Lisa & Me LLC
20 S. Parish
Johnstown, CO 80534
1. Trade Name and Address} Mona Lisa & Me Your Downtown Art Studio
20 S. Parish
Johnstown, CO 80534
2. Date of Application: 03-18-2014
3. Type of Application: Beer & Wine 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} Lease
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 Tavern License
 - B. Mona Lisa & Me has operated legally during its last license period.
 - C. Cooperation with law enforcement has been good.
8. Findings of fact:
- A. Mona Lisa & Me presently holds license 4701324 that expires May 8, 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: **Mona Lisa and Me Your Downtown Art Studio**

ADDRESS: **20 S. Parish Avenue**

TYPE LICENSE: **Beer and Wine**

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: 3/19/14

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

AGENDA ITEM 9B

**COLORADO DIVISION
OF
HOMELAND SECURITY/
EMERGENCY MANAGEMENT
GRANT AGREEMENT
(FEMA Public Assistance Program)**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: April 21, 2014

ITEM NUMBER: 9B

SUBJECT: Consider a Grant Agreement with the Colorado Department of Public Safety, Division of Homeland Security and Emergency Management, under the FEMA Public Assistance Program

ACTION PROPOSED: Approve Grant Agreement

PRESENTED BY: Town Attorney, Town Manager, Town Clerk

AGENDA ITEM DESCRIPTION: The Town of Johnstown is seeking reimbursement of funds from the Colorado Department of Public Safety, Division of Homeland Security and Emergency Management under the FEMA Public Assistance Program for costs incurred by the Town following the September, 2013 flood. The maximum amount eligible for payment (reimbursement) under the Grant is \$76,722.38.

The attached proposed contract with the State of Colorado is a standard agreement entered into between the Colorado Department of Public Safety, Division of Homeland Security and Emergency Management, and various entities receiving flood assistance. The scope of services provides in part for the following:

- The grant is for related flood clean-up, and repairs necessitated by the flood.
- The Town may only use the grant funds for eligible expenses identified in Exhibit B to the agreement, but may request modifications by submitting a written grant change request.
- In addition to future expenditures, the Town is entitled to reimbursement for eligible expenditures incurred prior to execution of the agreement.
- Seventy-five percent (75%) or \$65,015.30 of the eligible expenses is paid from federal funds and twelve and half percent (12.5%) or \$10,835.88 is from state funds. The Town's matching contribution is from monies previously spent by the Town for clean-up and repairs following the flood.
- The Town is required to submit a report to the State upon the expiration or termination of the agreement, whichever is earlier, containing an evaluation and review of its performance under the agreement and the final status of its obligations.
- The State reserves the right to terminate the agreement for cause. The State also reserves the right to terminate the agreement if the grant ceases to further the public policy of the State. In such case, the Town would be entitled to retain funds previously paid and may be entitled to reimbursement for expenses incurred prior to the date of the termination.
- The agreement terminates on September 10, 2018.

LEGAL ADVICE: The Town Attorney has reviewed the contract.

FINANCIAL ADVICE: The Town is seeking reimbursement of funds for eligible expenses incurred by the Town following the September, 2013 flood.

RECOMMENDED ACTION: Approve contract with the State of Colorado

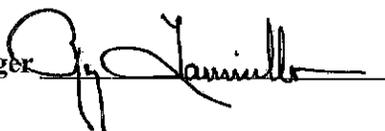
SUGGESTED MOTIONS:

For Approval: I move to approve the contract with the State of Colorado and authorize the Mayor to sign the agreement.

For Denial: I move to deny approval of the contract with the State of Colorado.

Reviewed:

Town Manager



AGREEMENT

GRANT AGREEMENT

Between the

**STATE OF COLORADO
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF HOMELAND SECURITY AND EMERGENCY
MANAGEMENT**

And the

TOWN OF JOHNSTOWN

TABLE OF CONTENTS

1. PARTIES.....	2
2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.....	2
3. RECITALS.....	2
4. DEFINITIONS.....	2
5. TERM and EARLY TERMINATION.....	4
6. STATEMENT OF WORK.....	4
7. PAYMENTS TO GRANTEE.....	4
8. REPORTING - NOTIFICATION.....	5
9. GRANTEE RECORDS.....	5
10. CONFIDENTIAL INFORMATION-STATE RECORDS.....	6
11. CONFLICTS OF INTEREST.....	7
12. REPRESENTATIONS AND WARRANTIES.....	7
13. INSURANCE.....	7
14. BREACH.....	9
15. REMEDIES.....	9
16. NOTICES and REPRESENTATIVES.....	11
17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE.....	11
18. GOVERNMENTAL IMMUNITY.....	11
19. STATEWIDE CONTRACT MANAGEMENT SYSTEM.....	11
20. GENERAL PROVISIONS.....	12
21. COLORADO SPECIAL PROVISIONS.....	14
SIGNATURE PAGE.....	16
EXHIBIT A – APPLICABLE FEDERAL LAWS AND STATE GRANT GUIDANCE.....	1
EXHIBIT B- STATEMENT OF WORK-REPORTING & ADMINISTRATIVE REQUIREMENTS- BUDGET.....	1
EXHIBIT C – FFATA PROVISIONS.....	1
EXHIBIT D – FEMA PROJECT WORKSHEETS.....	Error! Bookmark not defined.
FORM 1 – GRANT CHANGE LETTER.....	1

1. PARTIES

This Agreement (hereinafter called "Grant") is entered into by and between the TOWN OF JOHNSTOWN (hereinafter called "Grantee"), and the STATE OF COLORADO acting by and through the Department of Public Safety, Division of Homeland Security and Emergency Management (hereinafter called the "State").

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.

This Grant shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse Grantee for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date. *(Check options below if appropriate):*

- A. Provided, however, that authorized Pre-award Costs for emergency protective measures taken specifically to protect lives or mitigate potential flood damage from the forecasted flooding, if approved by FEMA as part of a Project Worksheet (PW), incurred prior to the Effective Date may be submitted for reimbursement as provided in §7(B)(v) below.
- B. Provided, however, that all Project costs specifically authorized in the Presidential Disaster Declaration, FEMA-DR-4145-CO, Public Assistance (PA) Program Project Worksheets (PW) specific to Grantee, and the State of Colorado Executive Orders D-2013-026 and its subsequent amendments that have been incurred on or after September 11, 2013, but prior to the Effective Date may be submitted for reimbursement from Federal and/or State Funds, as provided in §7(B)(v) below.
- C. Provided, however, that all or some of the costs or expenses incurred by Grantee on or after September 11, 2013, but prior to the Effective Date that have been or will be paid from non-federal/state funds may be included as the required Grantee matching fund contribution to the project(s) if such costs or expenses are properly documented as eligible expenses for Presidential Disaster Declaration, FEMA-DR-4145-CO, Public Assistance (PA) Program Project Worksheets (PW) specific to Grantee and the State of Colorado Executive Orders D-2013-026 and its subsequent amendments as provided in §7(B)(v) below.

3. RECITALS

A. Authority, Appropriation, and Approval

Authority to enter into this Grant exists in CRS §24-1-128.6, funds have been budgeted, appropriated and otherwise made available pursuant to said statute and the State of Colorado Executive Orders D-2013-026 and its subsequent amendments; and the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121-5206; and a sufficient unencumbered balance remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Grant.

C. Purpose

Grant funds are hereby made available for the purpose of enhancing Homeland Security and Emergency Management related Prevention, Protection, Mitigation, Response and Recovery capabilities throughout the State, as more specifically described in the Statement of Work, attached as **Exhibit B**.

D. References

All references in this Grant to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

4. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

A. Budget

"Budget" means the budget for the Work described in **Exhibit B**.

B. Evaluation

"Evaluation" means the process of examining Grantee's Work and rating it based on criteria established in §8 and **Exhibit B**.

C. Exhibits and Other Attachments

The following are attached hereto and incorporated by reference herein:

- i. Exhibit A (Applicable Federal Laws).
- ii. Exhibit B (Statement of Work - Reporting and Administrative Requirements - Budget).
- iii. Exhibit C (Federal Funding Accountability and Transparency Act of 2006 -- FFATA).
- iv. Exhibit D (FEMA Project Worksheet [PW]).
- v. Form 1 (Grant Change Letter).

D. Federal Funds

"Federal Funds" means the funds provided by FEMA to fund performance of the Work, which may be used to reimburse Pre-award Costs, if authorized in this Grant.

E. Goods

"Goods" means tangible material acquired, produced, or delivered by Grantee either separately or in conjunction with the Services that Grantee renders hereunder.

F. Grant

"Grant" means this agreement, its terms and conditions, attached exhibits, documents incorporated by reference, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

G. Grant Funds

"Grant Funds" means available funds payable by the State to Grantee pursuant to this Grant.

H. Matching Funds

"Matching Funds" means funds provided by the Grantee for performance of the Work, which may be either cash or in-kind funds, as permitted and specified in **Exhibit B**. Matching Funds cannot include any Federal Funds, unless authorized in federal statute, and State Matching Funds may not be used to reimburse Pre-award Costs, unless authorized in this Grant.

I. Party or Parties

"Party" means the State or Grantee and "Parties" means both the State and Grantee.

J. Pre-award Costs

"Pre-award Costs," when applicable, means the costs incurred or performance of Work by Grantee or Subgrantees prior to the Effective Date of this Grant. Such costs shall have been detailed in approved Project Worksheet(s) and specifically authorized by the State and identified in the Statement of Work, attached hereto as **Exhibit B**.

K. Program

"Program" means the grant program, as specified on the first page, which provides funding for this Grant.

L. Project

"Project" means the total project, as specified on the first page, which is the purpose of the Work described in **Exhibit B**.

M. Review

"Review" means examining Grantee's Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in §6 and **Exhibit B**.

N. Services

"Services" means the required services to be performed by Grantee pursuant to this Grant.

O. Sub-grantee

"Sub-grantee" means third-parties, if any, engaged by Grantee to aid in performance of its obligations.

P. Work

"Work" means the tasks and activities Grantee is required to perform to fulfill its obligations under this Grant and **Exhibit B**, including the performance of the Services and delivery of the Goods.

Q. Work Product

"Work Product" means the tangible or intangible results of Grantee's Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

5. TERM and EARLY TERMINATION

A. Initial Term

Unless otherwise permitted in §2 above, the Parties respective performances under this Grant shall commence on the Effective Date. This Grant shall terminate on **September 10, 2018**, unless sooner terminated or further extended as specified elsewhere herein.

B. Two Month Extension

The State, at its sole discretion upon written notice to Grantee as provided in §16, may unilaterally extend the term of this Grant for a period not to exceed two months if the Parties are negotiating a replacement Grant (and not merely seeking a term extension) at or near the end of any initial term or any extension thereof. The provisions of this Grant in effect when such notice is given, including, but not limited to prices, rates, and delivery requirements, shall remain in effect during the two month extension. The two-month extension shall immediately terminate when and if a replacement Grant is approved and signed by the Colorado State Controller.

6. STATEMENT OF WORK

A. Completion

Grantee shall complete the Work and its other obligations as described herein and in **Exhibit B**. The State shall not be liable to compensate Grantee for any Work performed prior to the Effective Date or after the termination of this Grant, except as expressly permitted in this Grant.

B. Goods and Services

Grantee shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Grant Funds and shall not increase the maximum amount payable hereunder by the State.

C. Employees

All persons employed by Grantee or Sub-grantees shall be considered Grantee's or Sub-grantees' employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Grant.

7. PAYMENTS TO GRANTEE

The State shall, in accordance with the provisions of this §7, pay Grantee in the following amounts, using the methods set forth below:

A. Maximum Amount

The maximum amount payable under this Grant to Grantee by the State is **\$76,722.38**, as determined by the State from available funds. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in **Exhibit B**.

B. Payment

i. Advance, Interim and Final Payments

Any advance payment allowed under this Grant or in **Exhibit B** shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or such Exhibit. Grantee shall initiate any payment requests by submitting invoices or reimbursement requests (referred to as "invoices" herein) to the State in the form and manner set forth and approved by the State. If permitted by the federal Program, the State may pay certain eligible, Pre-award Costs incurred within the applicable federal grant period from Federal Funds or Matching Funds.

ii. Interest

The State shall fully pay each invoice within 45 days of receipt thereof if the amount represents performance by Grantee previously accepted by the State. The State shall not pay interest on Grantee invoices.

iii. Available Funds-Contingency-Termination

The State is prohibited by law from making fiscal commitments beyond the term of the State's current fiscal year. Therefore, Grantee's compensation is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions; set forth below. If Federal Funds or Matching Funds are used with this Grant in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Grant shall be made only from available funds encumbered for this Grant and the State's liability for such payments

shall be limited to the amount remaining of such encumbered funds. If State, Federal Funds or Matching Funds are not fully appropriated, or otherwise become unavailable for this Grant, the State may terminate this Grant in whole or in part without further liability in accordance with the provisions herein.

iv. Erroneous Payments

At the State's sole discretion, payments made to Grantee in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Grantee, may be recovered from Grantee by deduction from subsequent payments under this Grant or other grants or agreements between the State and Grantee or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any party other than the State.

v. Retroactive Payments

The State shall pay Pre-award Costs only if (1) the FEMA Notice of Award allows reimbursement for Pre-award Costs by a Grantee or Subgrantee from Federal Funds or Matching Funds, or (2) the Pre-award Costs have been specifically detailed in Grantee's grant application, authorized by the State and incorporated in the Budget for the Work described in **Exhibit B**. Any such retroactive payments shall comply with State Fiscal Rules and Grantee and any Subgrantees shall have complied with all federal laws, rules and regulations applicable to the Work before the State shall make such payments. Grantee shall initiate any retroactive payment request by submitting invoices to the State that set out Grantee's compliance with the provisions of this Grant.

C. Use of Funds

Grant Funds shall be used only for eligible costs so identified in the Budget. Grantee may request budget modifications by submitting a written Grant Change Request to the State. In response to such requests, the State may, in its sole discretion, agree to modify, adjust, and revise the Budget, delivery dates, and the goals and objectives for the Work, and make such other modifications that do not change the total amount of the Budget.

D. Matching Funds

If applicable, Grantee shall provide Matching Funds as provided in **Exhibit B**.

8. REPORTING - NOTIFICATION

Reports, Evaluations, and Reviews required under this §8 shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with §19, if applicable.

A. Performance, Progress, Personnel, and Funds

Grantee shall submit a report to the State upon expiration or sooner termination of this Grant, containing an Evaluation and Review of Grantee's performance and the final status of Grantee's obligations hereunder. Grantee shall comply with all reporting requirements set forth in **Exhibit B**.

B. Litigation Reporting

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Grant or which may affect Grantee's ability to perform its obligations hereunder, Grantee shall notify the State of such action and deliver copies of such pleadings to the State's principal representative as identified herein. If the State's principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of the Department of Public Safety.

C. Noncompliance

Grantee's failure to provide reports and notify the State in a timely manner in accordance with this §8 may result in the delay of payment of funds and/or termination as provided under this Grant.

D. Subgrants

Copies of any and all subgrants entered into by Grantee to perform its obligations hereunder shall be submitted to the State or its principal representative upon request by the State. Any and all subgrants entered into by Grantee related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subgrants be governed by the laws of the State of Colorado.

9. GRANTEE RECORDS

Grantee shall make, keep, maintain and allow inspection and monitoring of the following records:

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records (the Record Retention Period) until the last to occur of the following: (i) a period of three years after the date the underlying Grant to the State is completed, terminated or (ii) final payment is made hereunder, whichever is later, or (iii) for such further period as may be necessary to resolve any pending matters, or (iv) if an audit is occurring, or Grantee has received notice that an audit is pending, then until such audit has been completed and its findings have been resolved (the "Record Retention Period").

B. Inspection

Grantee shall permit the State, the federal government and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Grantee's records related to this Grant during the Record Retention Period as set forth in §9(A), to assure compliance with the terms hereof or to evaluate Grantee's performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Grant, including any extension. If the Work fails to conform to the requirements of this Grant, the State may require Grantee promptly to bring the Work into conformity with Grant requirements, at Grantee's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Grantee to take necessary action to ensure that future performance conforms to Grant requirements and exercise the remedies available under this Grant, at law or inequity in lieu of or in conjunction with such corrective measures.

C. Monitoring

Grantee shall permit the State, the federal government, and other governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Grantee pursuant to the terms of this Grant using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Grantee's performance hereunder.

D. Final Audit Report

If an audit is performed on Grantee's records for any fiscal year covering a portion of the term of this Grant, Grantee shall submit a copy of the final audit report to the State or its principal representative at the address specified herein.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

Grantee shall comply with the provisions of this §10 if it becomes privy to confidential information in connection with its performance hereunder. Confidential information, includes, but is not necessarily limited to, state records, personnel records, and information concerning individuals.

A. Confidentiality

Grantee shall keep all State records and information confidential at all times and comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Grantee shall be immediately forwarded to the State's principal representative.

B. Notification

Grantee shall notify its agent, employees, Sub-grantees, and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.

C. Use, Security, and Retention

Confidential information of any kind shall not be distributed or sold to any third party or used by Grantee or its agents in any way, except as authorized by this Grant or approved in writing by the State. Grantee shall provide and maintain a secure environment that ensures confidentiality of all State records and other

confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Grantee or its agents, except as permitted in this Grant or approved in writing by the State.

D. Disclosure-Liability

Disclosure of State records or other confidential information by Grantee for any reason may be cause for legal action by third parties against Grantee, the State or their respective agents. Grantee shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Sub-grantees, or assignees pursuant to this §10.

11. CONFLICTS OF INTEREST

Grantee shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Grantee's obligations hereunder. Grantee acknowledges that with respect to this Grant, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations to the State hereunder. If a conflict or appearance exists, or if Grantee is uncertain whether a conflict or the appearance of a conflict of interest exists, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict constitutes a breach of this Grant.

12. REPRESENTATIONS AND WARRANTIES

Grantee makes the following specific representations and warranties, each of which was relied on by the State in entering into this Grant.

A. Standard and Manner of Performance

Grantee shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in the industry, trades or profession and in the sequence and manner set forth in this Grant.

B. Legal Authority – Grantee and Grantee's Signatory

Grantee warrants that it possesses the legal authority to enter into this Grant and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Grant, or any part thereof, and to bind Grantee to its terms. If requested by the State, Grantee shall provide the State with proof of Grantee's authority to enter into this Grant within 15 days of receiving such request.

C. Licenses, Permits, Etc.

Grantee represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder. Grantee warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Grant, without reimbursement by the State or other adjustment in Grant Funds. Additionally, all employees and agents of Grantee performing Services under this Grant shall hold all required licenses or certifications, if any, to perform their responsibilities. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Grantee to properly perform the terms of this Grant shall be deemed to be a material breach by Grantee and constitute grounds for termination of this Grant.

13. INSURANCE

Grantee and its Subgrantees shall obtain and maintain insurance as specified in this section at all times during the term of this Grant: All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Grantee and the State.

A. Grantee

i. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), then Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Grantee shall show proof of such insurance satisfactory to the State, if requested by the State. Grantee shall require each grant with sub-grantees that are public entities, providing Goods or Services hereunder, to include the insurance requirements necessary to meet Sub-grantee's liabilities under the GIA.

ii. Non-Public Entities

If Grantee is not a "public entity" within the meaning of the GIA, Grantee shall obtain and maintain during the term of this Grant insurance coverage and policies meeting the same requirements set forth in §13(B) with respect to sub-grantees that are not "public entities".

B. Grantees and Sub-Grantees

Grantee shall require each Grant with Subgrantees, other than those that are public entities, providing Goods or Services in connection with this Grant, to include insurance requirements substantially similar to the following:

i. Worker's Compensation

Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Grantee and Sub-grantee employees acting within the course and scope of their employment.

ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket Grantual liability, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire. If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, Sub-grantee shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Grantee a certificate or other document satisfactory to Grantee showing compliance with this provision.

iii. Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

iv. Additional Insured

Grantee and the State shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction Grants require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).

v. Primacy of Coverage

Coverage required of Grantee and Sub-grantees shall be primary over any insurance or self-insurance program carried by Grantee or the State.

vi. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Grantee and Grantee shall forward such notice to the State in accordance with §16 (Notices and Representatives) within seven days of Grantee's receipt of such notice.

vii. Subrogation Waiver

All insurance policies in any way related to this Grant and secured and maintained by Grantee or its Sub-grantees as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

C. Certificates

Non-Public Entity Grantee and Subgrantees shall provide certificates showing insurance coverage required hereunder to the State or Grantee within seven business days of the Effective Date of this Grant or Subgrant. No later than 15 days prior to the expiration date of any such coverage, Grantee and each

Subgrantee shall deliver to the State or Grantee certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Grant or any Subgrant, Grantee and each Subgrantee shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §13.

14. BREACH

A. Defined

In addition to any breaches specified in other sections of this Grant, the failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §16. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in §15. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Grant in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

15. REMEDIES

If Grantee is in breach under any provision of this Grant, the State shall have all of the remedies listed in this §15 in addition to all other remedies set forth in other sections of this Grant following the notice and cure period set forth in §14(B). The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. Termination for Cause and/or Breach

If Grantee fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Grant and in a timely manner, the State may notify Grantee of such non-performance in accordance with the provisions herein. If Grantee thereafter fails to promptly cure such non-performance within the cure period, the State, at its option, may terminate this entire Grant or such part of this Grant as to which there has been delay or a failure to properly perform. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder. Grantee shall continue performance of this Grant to the extent not terminated, if any.

i. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and sub-grants/contracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or sub-grants/contracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State. All Work Product, at the option of the State, shall be delivered by Grantee to the State and shall become the State's property.

ii. Payments

The State shall reimburse Grantee only for accepted performance up to the date of termination. If, after termination by the State, it is determined that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Grant had been terminated in the public interest, as described herein.

iii. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services. Grantee shall be liable for excess costs incurred by the State in procuring from third parties replacement Work, Services or substitute Goods as cover.

B. Early Termination in the Public Interest

The State is entering into this Grant for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Grant ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Grant in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This subsection shall not apply to a termination of this Grant by the State for cause or breach by Grantee, which shall be governed by §15(A) or as otherwise specifically provided for herein.

i. Method and Content

The State shall notify Grantee of such termination in accordance with §16. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Grant.

ii. Obligations and Rights

Upon receipt of a termination notice, Grantee shall be subject to and comply with the same obligations and rights set forth in §15(A)(i).

iii. Payments

If this Grant is terminated by the State pursuant to this §15(B), Grantee shall be paid an amount which bears the same ratio to the total reimbursement under this Grant as the Services satisfactorily performed bear to the total Services covered by this Grant, less payments previously made. Additionally, if this Grant is less than 60% completed, the State may reimburse Grantee for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Grant) incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

C. Remedies Not Involving Termination

The State, at its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

i. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of this Grant pending necessary corrective action as specified by the State without entitling Grantee to an adjustment in price/cost or performance schedule. Grantee shall promptly cease performance and incurring costs in accordance with the State's directive and the State shall not be liable for costs incurred by Grantee after the suspension of performance under this provision.

ii. Withhold Payment

Withhold payment to Grantee until corrections in Grantee's performance are satisfactorily made and completed.

iii. Deny Payment

Deny payment for those obligations not performed, that due to Grantee's actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

iv. Removal

Demand removal of any of Grantee's employees, agents, or Sub-grantees whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Grant is deemed to be contrary to the public interest or not in the State's best interest.

v. Intellectual Property

If Grantee infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Grant, Grantee shall, at the State's option (a) obtain for the State or Grantee the right to use such products and services; (b) replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, (c) if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

16. NOTICES and REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

A. State:

David K. Hard, Director
Department of Public Safety, Division of Homeland Security and Emergency Management Office of Emergency Management
9195 E. Mineral Ave., Ste. 200
Centennial, CO 80112
Email: dave.hard@state.co.us

B. Grantee:

Diana Seele, Town Clerk/Treasurer
Town of Johnstown
450 South Parish
Johnstown, CO 80534
Email: dseele@townofjohnstown.com

17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Grantee in the performance of its obligations under this Grant shall be the exclusive property of the State and, all Work Product shall be delivered to the State by Grantee upon request. The State's rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State.

18. GOVERNMENTAL IMMUNITY

Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado and the Grantee, their respective departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Governmental Immunity Act and the risk management statutes, CRS §24-30-1501, et seq., as amended.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Grant is \$100,000 or greater, either on the Effective Date or at anytime thereafter, this §19 applies.

Grantee agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state Grants and inclusion of Grant performance information in a statewide Contract Management System.

Grantee's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Grant, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Grantee's performance shall be part of the normal Grant administration process and Grantee's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Grantee's obligations under this Grant shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Grantee's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Grant term. Grantee shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Grantee demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Division of Homeland Security and Emergency Management, and showing of good cause, may debar Grantee and prohibit Grantee from bidding on future Grants. Grantee may contest the final Evaluation, Review and Rating by: (a) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (b) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Grantee, by the Executive Director, upon a showing of good cause.

20. GENERAL PROVISIONS

A. Assignment and Subgrants

Grantee's rights and obligations hereunder are personal and may not be transferred, assigned or subgranted without the prior, written consent of the State. Any attempt at assignment, transfer, or subgranting without such consent shall be void. All assignments, subgrants, or sub-grantees approved by Grantee or the State are subject to all of the provisions hereof. Grantee shall be solely responsible for all aspects of subgranting arrangements and performance.

B. Binding Effect

Except as otherwise provided in §20(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions

The captions and headings in this Grant are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

D. Counterparts

This Grant may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. Entire Understanding

This Grant represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or affect whatsoever, unless embodied herein.

F. Indemnification-General

Grantee shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Sub-grantees, or assignees pursuant to the terms of this Grant; however, the provisions hereof shall

not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

G. Jurisdiction and Venue

All suits, actions, or proceedings related to this Grant shall be held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

H. List of Selected Applicable Laws

Grantee at all times during the performance of this Grant shall comply with all applicable Federal and State laws and their implementing regulations, currently in existence and as hereafter amended, including without limitation those set forth on **Exhibit A, Applicable Laws**, attached hereto, which laws and regulations are incorporated herein and made part hereof. Grantee also shall require compliance with such laws and regulations by subgrantees under subgrants permitted by this Grant.

I. Modification

i. By the Parties

Except as specifically provided in this Grant, modifications hereof shall not be effective unless agreed to in writing by the Parties in an amendment hereto, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled **MODIFICATION OF CONTRACTS - TOOLS AND FORMS**.

ii. By Operation of Law

This Grant is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Grant on the effective date of such change, as if fully set forth herein.

iii. Grant Change Letter

The State may increase or decrease Grant Funds available under this Grant using a Grant Change Letter substantially equivalent to attached **Form 1**. The provisions of the Grant Change Letter shall become part of and be incorporated into this Grant agreement. The Grant Change Letter is not valid until it has been approved by the State Controller or designee.

J. Order of Precedence

The provisions of this Grant shall govern the relationship of the State and Grantee. In the event of conflicts or inconsistencies between this Grant and its exhibits and attachments including, but not limited to, those provided by Grantee, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Exhibit C (Federal Funding Accountability and Transparency Act)**
- ii. Colorado Special Provisions**
- iii. The provisions of the main body of this Grant**
- iv. Exhibit A (Applicable Federal Laws)**
- v. Exhibit B (Statement of Work)**
- vi. Exhibit D (FEMA Project Worksheets [PW])**

K. Severability

Provided this Grant can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

L. Survival of Certain Grant Terms

Notwithstanding anything herein to the contrary, provisions of this Grant requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Grantee fails to perform or comply as required.

M. Taxes

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though

the product or service is provided to the State. Grantee shall be solely liable for paying such taxes as the State is prohibited from paying for or reimbursing Grantee for them.

N. Third Party Beneficiaries

Enforcement of this Grant and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

O. Waiver

Waiver of any breach of a term, provision, or requirement of this Grant, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

P. CORA Disclosure

To the extent not prohibited by federal law, this Grant and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

21. COLORADO SPECIAL PROVISIONS

The Special Provisions apply to all Grants except where noted in italics.

A. CONTROLLER'S APPROVAL. CRS §24-30-202 (1).

This Grant shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

B. FUND AVAILABILITY. CRS §24-30-202(5.5).

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

No term or condition of this Grant shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

D. INDEPENDENT CONTRACTOR

Grantee shall perform its duties hereunder as an independent Grantee and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Unemployment insurance benefits shall be available to Grantee and its employees and agents only if such coverage is made available by Grantee or a third party. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Grant. Grantee shall not have authorization, express or implied, to bind the State to any Grant, liability or understanding, except as expressly set forth herein. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW.

Grantee shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this grant. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Grant, to the extent capable of execution.

G. BINDING ARBITRATION PROHIBITED.

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.

H. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.

State or other public funds payable under this Grant shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Grant and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Grant, including, without limitation, immediate termination of this Grant and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST. CRS §§24-18-201 and 24-50-507.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Grant. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

J. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.

[*Not Applicable to intergovernmental agreements*] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

K. PUBLIC GRANTS FOR SERVICES. CRS §8-17.5-101.

[*Not Applicable to Agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental Agreements, or information technology services or products and services*] Grantee certifies, warrants, and agrees that it does not knowingly employ or Grant with an illegal alien who shall perform work under this Grant and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Grant, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c), Grantee shall not knowingly employ or Grant with an illegal alien to perform work under this Grant or enter into a Grant with a Sub-grantee that fails to certify to Grantee that the Sub-grantee shall not knowingly employ or Grant with an illegal alien to perform work under this Grant. Grantee (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Grant is being performed, (b) shall notify the Sub-grantee and the Granting State agency within three days if Grantee has actual knowledge that a Sub-grantee is employing or Granting with an illegal alien for work under this Grant, (c) shall terminate the Subgrant if a Sub-grantee does not stop employing or Granting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the State program, Grantee shall deliver to the Granting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the Granting State agency, institution of higher education or political subdivision may terminate this Grant for breach and, if so terminated, Grantee shall be liable for damages.

L. PUBLIC GRANTS WITH NATURAL PERSONS. CRS §24-76.5-101.

Grantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this Grant.

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS GRANT

*** Persons signing for Grantee hereby swear and affirm that they are authorized to act on Grantee's behalf and acknowledge that the State is relying on their representations to that effect.**

<p style="text-align: center;">GRANTEE TOWN OF JOHNSTOWN</p> <p>By: _____</p> <p>Title: _____</p> <p>_____</p> <p style="text-align: center;">*Signature</p> <p>Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO John Hickenlooper, GOVERNOR</p> <p style="text-align: center;">Department of Public Safety, Division of Homeland Security and Emergency Management Kevin R. Klein, Director</p> <p>_____</p> <p style="text-align: center;">By: Kevin R. Klein, Director</p> <p>Date: _____</p>
<p style="text-align: center;">2nd Grantee Signature if Needed</p> <p>By: _____</p> <p>Title: _____</p> <p>_____</p> <p style="text-align: center;">*Signature</p> <p>Date: _____</p>	<p style="text-align: center;">LEGAL REVIEW</p> <p style="text-align: center;">John W. Suthers, Attorney General</p> <p>By: _____</p> <p style="text-align: center;">Signature – Assistant Attorney General</p> <p>Date: _____</p>

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Grants. This Grant is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____

Colorado Department of Public Safety, Thomas J Jagow, Controller

Date: _____

EXHIBIT A - APPLICABLE FEDERAL LAWS AND STATE GRANT GUIDANCE

The following are incorporated into this contract without limitation:

1. Age Discrimination Act of 1975, 42 U.S.C. Sections 6101, et seq.
2. Age Discrimination in Employment Act of 1967, 29 U.S.C. 621-634
3. Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, et seq.
4. Equal Pay Act of 1963, 29 U.S.C. 206(d)
5. Immigration Reform and Control Act of 1986, 8 U.S.C. 1324b
6. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794
7. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d
8. Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e
9. Title IX of the Education Amendment of 1972, 20 U.S.C. 1681, et seq.
10. Section 24-34-301, et seq., Colorado Revised Statutes 1997, as amended
11. The applicable of the following:
 - 11.1. Cost Principals for State, Local and Indian Tribal Governments, 2 C.F.R. 225, (OMB Circular A-87);
 - 11.2. Cost Principals for Education Institutions, 2 C.F.R. 220, (OMB Circular A-21);
 - 11.3. Cost Principals for Non-Profit Organizations, 2 C.F.R. 230, (OMB Circular A-122), and
 - 11.4. Audits of States, Local Governments, and Non-Profit Organizations (OMB Circular A-133); and/or the Colorado Local Government Audit Law, 29-1-601, et seq, C.R.S., and State implementing rules and regulations.
 - 11.5. Immigration Status -Cooperation with Federal Officials, CRS 29-29-101, et seq.
 - 11.6. Davis-Bacon Act, 40 U.S.C. SS 276a to 276a-7.
 - 11.7. Copeland Act, 40 U.S.C. S 276c and 18 U.S.C. SS 874.
 - 11.8. Contract Work Hours and Safety Standards Act, 40 U.S.C. SS 327-333, regarding labor standards for federally assisted construction sub-awards.
 - 11.9. Wild and Scenic Rivers Act of 1968, 16 U.S.C. SS 1271 et. seq., related to protecting components or potential components of the national wild and scenic rivers system.
 - 11.10. National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470, Executive Order No. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 et. seq.
 - 11.11. Robert T. Stafford Disaster Assistance and Emergency Relief Act (Stafford Act), 42 U.S.C. 5121 et seq., as amended.
 - 11.12. National Flood Insurance Act of 1968, 42 U.S.C. 4001 et. seq.
 - 11.13. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 42 U.S.C. 104.
 - 11.14. Department of Defense Authorization Act of 1986, Title 14, Part B, Section 1412, Public Law 99-145, 50 U.S.C. 1521.
 - 11.15. USA PATRIOT Act of 2001, (Pub. L. 107-56).
 - 11.16. Digital Television Transition and Public Safety Act of 2005, (Pub L. 109-171)
12. Federal Emergency Management Agency, Department of Homeland Security Regulations: All Applicable Portions of 44 CFR Chapter 1, with the following Parts specially noted and applicable to all grants of FEMA/DHS funds:
 - 12.1 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 44 C.F.R. 13.
 - 12.2 Governmentwide Debarment and Suspension (Nonprocurement) and Requirements for Drug-Free Workplace, 44 C.F.R. 17.
 - 12.3 New Restrictions on Lobbying, 44 C.F.R. 18.
13. Privacy Act of 1974, 5 U.S.C. S 5529 and Regulations adopted thereunder (44 C.F.R. 6).
14. Prohibition against use of Federal Funds for Lobbying, 31-U.S.C. 1352
15. None of the funds made available through this agreement shall be used in contravention of the Federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of title V of the National Energy Conservation Policy Act, 42 U.S.C. 8251 et. Seq., or subtitle A of title I of the Energy Policy Act of 2005 (including the amendments made thereby).
16. None of the funds made available shall be used in contravention of section 303 of the Energy Policy Act of 1992, 42 U.S.C. 13212.
17. Buy American Act, 41 U.S.C. 10a et seq.
18. Relevant Federal and State Grant Program Guidance

**EXHIBIT B- STATEMENT OF WORK-REPORTING & ADMINISTRATIVE REQUIREMENTS-
BUDGET**

1. GENERAL DESCRIPTION OF THE PROJECT(S).

1.1. Project Description. As detailed in the attached FEMA Project Worksheet(s), Exhibit D, for Presidential Disaster Declaration FEMA-DR-4145-CO (Colorado Flooding, Severe Storms and Landslides) this grant reimburses the Grantee for the 75% federal and 12.5% state shares of the eligible FEMA Public Assistance Program expenditures incurred in response to and recovery from the disaster.

1.1.1. Alternative Procedures – Debris Removal. If the alternative procedures option is selected for Debris Removal (Category A) projects, the federal share and state share, if any, for those projects are adjusted in the project budget table according to the completion schedule, both of which are in §7 of this Exhibit B.

1.1.2. Alternative Procedures – Large Projects. If the alternative procedures option is selected for any Large Projects (>\$67,500), the original approved PW estimate for the project(s) for which the option was selected will be the final amount approved for the project(s), and no reconciling PW will be written at project closeout. Any remaining federal and state funds may be used for other projects pending approval of their use by the State and FEMA. Any cost over-runs for any alternate procedure large projects will be the responsibility of the Grantee.

1.2. Project Expenses. All eligible project expenses are summarized in the project budget table in §7 of this Exhibit B, and detailed in the PWs, Exhibit D. Additionally, the State has opted to provide a portion of the Management funds that the State receives to manage and administer the program to the Grantee for the same purposes. Up to 1.34% of the federal share of the projects is available with this Grant, and included in the total award amount. Management expenses must be documented and submitted, to receive reimbursement for the costs. Management funds are 100% federal funds and do not require any non-federal match contribution.

1.3. Non-Federal Match: This Grant requires non-federal matching funds of 25% of the total budget for all projects. Documentation of expenditures for the non-federal match contribution is required with each drawdown request. As further delineated in the payment schedule, §5.2 of this Exhibit B, the State contribution to the project, if any, may be the first non-federal matching funds applied if Grantee desires. The match may include in-kind (donated resources) match for Categories A+B (emergency work) projects only.

1.4. State Contribution.

1.4.1. If Grantee is a Local Government, the State is providing 12.5% of the total project budget, or one-half of the required 25% non-federal matching funds as authorized in Executive Order D-2013-026 and its subsequent amendments. The state funds are provided as damage awards to assist Grantee with the extraordinary costs of response to and recovery from the disaster.

NOTE: The state funds are provided from state General Funds. Grantee is advised to seek counsel on the receipt and expenditure of these state funds under TABOR, and appropriating the funds in Grantee's current budget as necessary.

1.4.2. If Grantee is a Private Nonprofit entity, the State is not participating in the required non-federal match; Grantee is responsible for the 25% non-federal match requirement.

1.5. Additional Projects. PWs and any adjusting or reconciling PWs written and approved after the issuance of this original Grant will be added to this grant by the execution of Form 1 – Grant Change Letter(s) which will become part of this Grant and will be subject to all of the terms and conditions herein.

1.6. Time Frame for Completing Eligible Work. In accordance with 44 CFR 206 and FEMA Public Assistance policies and guidance, the following project completion deadlines apply to all projects included in Exhibit D.

Project Completion Deadlines:

Debris Removal (Category A)	6 months after Date of Declaration	September 14, 2014
Emergency Protective Measures (Category B)	6 months after Date of Declaration	September 14, 2014
Permanent Work (Categories C - G)	18 months after Date of Declaration	March 14, 2015

For debris removal (unless the alternative procedure selection has been made, in which case FEMA must approve all extensions as outlined below) and emergency protective measures, the State has the authority to grant up to an additional six months for the completion of the approved scope of work. For permanent restoration work (on a project by project basis), the State may grant up to an additional 30 months.

The grantee shall submit a written request for time extension no less than 30 days before the approved completion deadline. Requests for time extensions should include identification of the project by PW number, the dates and provisions of any previous extensions granted for the particular project, a detailed justification of the need for the extension, and a projected completion date. The justification should be based on extenuating circumstances or unusual project requirements beyond the control of the grantee. The state will approve project extensions by letter. The approval letter must be maintained in the grant file.

For extensions beyond the authority of the State, including any alternate procedure debris removal projects, the request is submitted to the FEMA Regional Administrator through the State and shall be submitted at least 90 days in advance of the currently approved completion date. The information to be contained in the request is the same as in a request submitted for State approval. The State shall be notified of the Regional Administrator's determination in writing which will be forwarded to the Grantee. If the Regional Administrator approves the request, the letter shall reflect the approved completion date and any other requirements the Regional Administrator may determine necessary to ensure that the new completion date is met. If the Regional Administrator denies the time extension request, the grantee may, upon completion of the project, be reimbursed for eligible project costs incurred only up to the latest approved completion date. If the project is not completed, no Federal funding will be provided for that project.

2. **DELIVERABLES:**

2.1 Grantee shall submit narrative and financial reports describing project progress and accomplishments, any delays in meeting the objectives and expenditures to date as described in §3 of this Exhibit B.

2.2 A Certification of Completion for each PW must be completed, certified, and submitted (electronic signatures and submission are accepted and encouraged) to the State no later than 45 days after the project completion datelines specified in §1.6 of this exhibit B.

3. **REPORTING REQUIREMENTS:**

3.1 **Quarterly Financial Status and Progress Reports.** The project(s) approved in this Grant are to be completed on or before the end of the Time Frame for completing eligible work for each category as stated in §1.6 of this Exhibit B. Grantee shall submit quarterly financial status and programmatic progress reports for each project identified in this agreement using the forms provided by the Division of Homeland Security and Emergency Management throughout the life of the grant. One copy of each required report with original or electronic signatures shall be submitted in accordance with the schedule below: (The order of the reporting period quarters below are irrelevant to the grant. If the grant/project is open during the "report period" reports for that period are due on the dates listed. If the grant/project is for more than one year, reports are due for every quarter that the grant/project remains open.)

Report Period	Due Date
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

3.2 Final Reports: Grantee shall submit a final financial status and progress report for each project that provides final financial reconciliation and final cumulative grant/project accomplishments within 45 days of the end of the Time Frame for completing eligible work for each category as stated in §1.6 of this Exhibit B. The final report may not include unliquidated obligations and must indicate the exact balance of unobligated funds.

4. TESTING AND ACCEPTANCE CRITERIA:

The Division of Homeland Security and Emergency Management shall evaluate the Project(s) through the review of Grantee submitted financial and progress reports. The Division of Homeland Security and Emergency Management may also conduct on-site monitoring to determine whether the Grantee is meeting/has met the performance goals, administrative standards, financial management and other requirements of this grant. The Division of Homeland Security and Emergency Management will notify Grantee in advance of such on-site monitoring.

5. PAYMENT:

5.1 Payment Schedule: Payments for Large projects are made on a reimbursement of actual cost basis, or on an immediate cash need basis with the immediate cash needs documented by submission of unpaid vendor invoice(s), a schedule of payments due portion of a contract, or other evidence of the immediate cash need. Grantees are required to submit proof of payment to the state as soon as possible, proof of payment may be a copy of a check to the vendor, a copy of a ledger transaction, or a proof of payment from the vendor. Payments will be made as often as necessary to meet the Grantee’s cash flow needs. At minimum, Grantee must submit requests for reimbursement or advance to provide funds for immediate cash needs using the Division of Homeland Security and Emergency Management’s provided form, and including all documentation of actual costs at least quarterly. One original or electronically signed/submitted copy of the reimbursement/immediate cash needs request is due on the same dates as the required financial reports. All requests shall be for eligible actual expenses incurred, or to be immediately incurred by Grantee, as described in detail in the FEMA PW(s) in **Exhibit D**. Requests for payment shall be accompanied by supporting documentation totaling at least the amount requested for reimbursement. If any financial or progress reports are delinquent at the time of a payment request, the Division of Homeland Security and Emergency Management may withhold such reimbursement until the required reports have been submitted.

5.2 Payment Amount: The state will pay up to 90% of the federal and state portions of a project, prior to project completion and FEMA reconciliation/closeout of the project. The 90% of the federal and state shares may be the first funds applied to the project should the project require more than a single reimbursement, while the Grantee required portion may be applied at the end of the project. If Grantee desires to have the state apply the matching funds to an earlier reimbursement, Grantee should indicate that desire on the reimbursement form. The final 10% of each Large Project will be retained pending FEMA review/approval of the documentation package for each project (FEMA project closeout). Unless the Alternate Procedures for Large Projects Option was selected, FEMA will issue a reconciling PW if necessary for each Large Project closeout. The State will increase or decrease the award amount for the project as necessary by executing a unilateral Form 1 Grant Change Letter. If the Alternative Procedures for Large Projects was selected for a specific project, see §1.1.2 of this Exhibit B for final cost information. In-kind PWs: Should there be an in-kind (donated resources) PW included, the documentation for that PW will count as a portion of the match requirement for the associated emergency work PW(s). If there is excess Grantee provided match documented and submitted with one reimbursement request, the excess shall be applied to subsequent requests as necessary to maximize the allowable reimbursement. No cash reimbursement can be made for in-kind/non-cash or donated resource contributions.

5.3 Remittance Address. If mailed, payments shall be sent to the representative identified in §16 of the Grant:

Town of Johnstown
450 South Parish
Johnstown, CO 80534

6. ADMINISTRATIVE REQUIREMENTS:

6.1. PW Identification. Each PW is a separate project and must be tracked and documented separately as numbered in §7 of this Exhibit B, and Exhibit D. Each reimbursement/immediate cash needs request must include identification of the PW(s) for which payment is requested.

6.2. Required Documentation. Sufficient detail shall be provided with reimbursement/immediate cash needs advance requests to demonstrate that the expenses are allowable and appropriate for each project. The required documentation includes as applicable, but is not be limited to, purchase orders, receiving documents, invoices, vouchers, equipment/services identification, and time and effort reports. If any funds are advanced for immediate cash needs, proof of payment must be provided to the State within 30 days of receipt of the funds, and prior to any further advances on a project. Proof of payment may be made by provision of a copy of a General Ledger report including the expenditure(s) of the advanced funds, or by other means that verify that the advanced funds have been expended.

6.3. Procurement:

6.3.1. Grantee shall ensure its procurement policies meet or exceed local, state, and federal requirements. Grantee should refer to local, state, and federal guidance, including 44 CFR 13.36, prior to making decisions regarding competitive bids, sole source or other procurement issues. Grantee shall retain all procurement history documentation on site for inspection, or submit to the State if additional detail is required to ensure procedures complied with all requirements. In addition, Sole source transaction(s) in excess of \$100,000 shall be approved in advance by the Division of Homeland Security and Emergency Management.

6.3.2. Grantees shall ensure that: (a) All procurement transactions, whether negotiated or competitively bid, and without regard to dollar value, are conducted in a manner that provides maximum open and free competition; (b) Grantee shall be alert to organizational conflicts of interest and/or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade; (c) Contractors who develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFPs) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement; (d) Any request for exemption of item a-c within this subsection shall be submitted in writing to, and be approved by the authorized Grantee official; and (e) Grantee shall verify that the Contractor is not debarred from participation in state and federal programs. Grantees should review contractor debarment information on <http://www.sam.gov>.

6.4. Additional Administrative Requirements:

6.4.1. Grantee must request approval in advance for any change to this Grant Agreement or any PW. Any change in a PW scope of work will require FEMA review/approval and issuance of a revised PW. Grantee must not perform any work outside of the approved scope prior to receipt of the revised PW and execution of the Form 1 - Grant Change Letter, or amendment to the Grant.

6.4.2. Insurance. If any of the damage awarded to be repaired under this Grant is insurable property, such as, buildings, contents of buildings, equipment, vehicles, etc., and the damage was in excess of \$5,000, a condition of the Public Assistance Grant is to obtain and maintain insurance for the type of hazard that caused the damage, and in the minimum amount of the damage repair costs. The insurance coverage must be maintained for the useful life of the repairs. The required insurance coverage must be obtained, or letter of commitment accepted by the State, prior to the release of any Federal funds. Grantee is responsible for obtaining the insurance coverage that best meets your needs. It is recommended you begin shopping for insurance

coverage as soon as possible and have the required insurance coverage in place quickly after project approval.

6.4.3. Environmental and Historic Preservation Requirements. (a) Grantee shall comply with all applicable Federal, State and local Environmental and Historic Preservation (EHP) requirements. The grantee shall provide any information requested by FEMA or the State to ensure compliance with the applicable laws. The following are the principal federal laws and executive orders that apply to FEMA EHP: National Environmental Policy Act, National Historic Preservation Act, Executive Order 11988 Floodplain Management, Endangered Species Act, and Executive Order 12898 Environmental Justice. (b) Grantee shall comply with all EHP conditions listed in the PW(s), Exhibit D. Grantee shall report progress on EHP conditions in quarterly progress reports including submitting all required and obtained permits. Prior to project closeout, Grantee shall submit a final report including documentation of how all EHP conditions were met including submittal of all obtained permits. (c) Any change to the approved scope of work will require re-evaluation by FEMA for compliance with NEPA and other laws and Executive Orders. Acceptance of federal funding requires grantee to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize project funding.

7. BUDGET:

Projects:

<i>Project Worksheet (PW#)</i>	<i>Category</i>	<i>Federal Share</i>	<i>State Cost-Share if applicable</i>	<i>Grantee Match Requirement</i>	<i>Total Project</i>
00423(0)	C	\$65,015.30	\$10,835.88	\$10,835.89	\$86,687.07
Total		\$65,015.30	\$10,835.88	\$10,835.89	\$86,687.07

Management Costs:

Federal Share from Project Table	Available for Management Costs (1.34% of the Federal Total)
\$65,015.30	\$871.20

Alternative Procedures Debris Removal Schedule: If the alternative procedures option was selected for Debris Removal (Category A) Projects the reimbursement rate schedule below will be used.

Completion Time Frame	Federal Share	State Share	Grantee Share
Completed Within 30 Days of Incident Start Date	85%	7.5%	7.5%
Completed 31 to 90 Days After Incident Start Date	80%	10%	10%
Completed 91 to 180 Days After Incident Start Date	75%	12.5%	12.5%
Completed More Than 180 Days After Incident Start Date (Unless FEMA authorizes an Extension as described in Exhibit B §1.6)	0%	0%	100%

EXHIBIT C – FFATA PROVISIONS

State of Colorado
Supplemental Provisions for
Federally Funded Contracts, Grants, and Purchase Orders
Subject to
The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As Amended
Revised as of 3-20-13

The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

1. **Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.

1.1. **“Award”** means an award of Federal financial assistance that a non-Federal Entity receives or administers in the form of:

1.1.1. Grants;

1.1.2. Contracts;

1.1.3. Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);

1.1.4. Loans;

1.1.5. Loan Guarantees;

1.1.6. Subsidies;

1.1.7. Insurance;

1.1.8. Food commodities;

1.1.9. Direct appropriations;

1.1.10. Assessed and voluntary contributions; and

1.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

Award *does not* include:

1.1.12. Technical assistance, which provides services in lieu of money;

1.1.13. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;

1.1.14. Any award classified for security purposes; or

1.1.15. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

1.2. **“Contract”** means the contract to which these Supplemental Provisions are attached and includes all Award types in §1.1.1 through 1.1.11 above.

1.3. **“Contractor”** means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

1.4. **“Data Universal Numbering System (DUNS) Number”** means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet’s website may be found at: <http://fedgov.dnb.com/webform>.

- 1.5. **“Entity”** means all of the following as defined at 2 CFR part 25, subpart C;
 - 1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
 - 1.5.2. A foreign public entity;
 - 1.5.3. A domestic or foreign non-profit organization;
 - 1.5.4. A domestic or foreign for-profit organization; and
 - 1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.6. **“Executive”** means an officer, managing partner or any other employee in a management position.
- 1.7. **“Federal Award Identification Number (FAIN)”** means an Award number assigned by a Federal agency to a Prime Recipient.
- 1.8. **“FFATA”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 1.9. **“Prime Recipient”** means a Colorado State agency or institution of higher education that receives an Award.
- 1.10. **“Subaward”** means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient’s support in the performance of all or any portion of the substantive project or program for which the Award was granted.
- 1.11. **“Subrecipient”** means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee.
- 1.12. **“Subrecipient Parent DUNS Number”** means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
- 1.13. **“Supplemental Provisions”** means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act of 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.
- 1.14. **“System for Award Management (SAM)”** means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 1.15. **“Total Compensation”** means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year and includes the following:
 - 1.15.1. Salary and bonus;
 - 1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 1.15.4. Change in present value of defined benefit and actuarial pension plans;
 - 1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.

- 1.16. **"Transparency Act"** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
- 1.17 **"Vendor"** means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.
2. **Compliance.** Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
3. **System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.**
- 3.1. **SAM.** Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 3.2. **DUNS.** Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.
4. **Total Compensation.** Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
- 4.1. The total Federal funding authorized to date under the Award is \$25,000 or more; and
- 4.2. In the preceding fiscal year, Contractor received:
- 4.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 4.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 4.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.
5. **Reporting.** Contractor shall report data elements to SAM and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract, as provided in §2 above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at <http://www.colorado.gov/dpa/dfp/sco/FFATA.htm>.
6. **Effective Date and Dollar Threshold for Reporting.** The effective date of these Supplemental Provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but

subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.

7. Subrecipient Reporting Requirements. If Contractor is a Subrecipient, Contractor shall report as set forth below.

7.1 To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:

7.1.1 Subrecipient DUNS Number;

7.1.2 Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;

7.1.3 Subrecipient Parent DUNS Number;

7.1.4 Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

7.1.5 Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

7.1.6 Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.

7.2 To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:

7.2.1 Subrecipient's DUNS Number as registered in SAM.

7.2.2 Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. Exemptions.

8.1. These Supplemental Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

8.2 A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

8.3 Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangement as defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.

8.4 There are no Transparency Act reporting requirements for Vendors.

9. Event of Default. Failure to comply with these Supplemental Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

FORM 1 – GRANT CHANGE LETTER

**GRANT CHANGE LETTER
NUMBER “SAMPLE ONLY”**

**To The
AGREEMENT #**

Between the

**STATE OF COLORADO
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT**

And

INSERT GRANTEE’S FULL LEGAL NAME (CAPITALIZED)

Date:	Original Contract #:	Original Contract CMS #	CMS Routing #
--------------	-----------------------------	--------------------------------	----------------------

In accordance with Section _____ of the Original Grant Agreement between the State of Colorado, acting by and through the Department of Public Safety, Division of Homeland security and Emergency Management, and Grantee's Name beginning Insert start date and ending on Insert ending date, the provisions of the Grant and any amendments thereto affected by this Grant Change Letter are modified as follows:

- 1) Project Description.** Grantee shall perform the activities listed in the Project Worksheet(s) (PW), which is/are incorporated into the original Grant by reference herein in accordance with the provisions of the Original Grant.

Additional PW(s) Budget:

Project(s)

<i>Project Worksheet (PW#)</i>	<i>Federal Share</i>	<i>State Cost Share</i>	<i>Grantee Match Requirement</i>	<i>Total Project</i>
Total				

Management Costs:

Federal Share from Project Table	Available for Management Costs (1.34%)

2) **Price/Cost.** The revised maximum amount payable by the State for performance of this Grant is \$ _____ and the required amount of non-federal/state matching funds, if applicable, is \$ _____. The total amount of Homeland Security and Emergency Management activities is \$ _____.

3) **Performance Period. Project Completion Deadlines:**

Debris Removal (Category A)	6 months after Date of Declaration	March 14, 2014
Emergency Protective Measures (Category B)	6 months after Date of Declaration	March 14, 2014
Permanent Work (Categories C - G)	18 months after Date of Declaration	March 14, 2015

4) **Effective Date.** The effective date hereof is upon approval of the State Controller or his delegate. However, see the Original Grant for any costs allowable prior to the effective date.

5) **Additional Requirements.** None

<p style="text-align: center;">STATE OF COLORADO John W. Hickenlooper, GOVERNOR DEPARTMENT OF PUBLIC SAFETY Division of Homeland Security and Emergency Management</p> <p>By: _____ Kevin Klein, Director</p> <p>Date: _____</p>	<p style="text-align: center;"><u>ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER</u></p> <p>CRS §24-30-202 requires the State Controller to approve all State Grants. This Grant is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.</p>
--	---

<p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____ "SAMPLE ONLY" Department of Public Safety</p> <p>Date: _____</p>
--

AGENDA ITEM 9C

**AMENDMENT
TO
SEWER
RATE STUDY
AGREEMENT
(Farnsworth Group)
(Sewer Rate Study Update)**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: April 21, 2014

ITEM NUMBER: 9C

SUBJECT: Consider Task Order No. 4 from Farnsworth Group, Inc. (formerly TEC) to Amend the Sewer Rate Study Agreement to Update the Study

ACTION PROPOSED: Approve the Amendment to the Sewer Rate Study Agreement for Task Order #4

PRESENTED BY: Public Works Director, Town Manager and Town Attorney

AGENDA ITEM DESCRIPTION: On February 18, 2004 the Town of Johnstown entered into an agreement with The Engineering Company (TEC) for professional services for a sewer utility rate study and cost of service analysis for the Town. The original agreement included a provision (section 2.10) which states the following:

“Additional professional services related to the Assignment will be performed by Engineer on request of Owner for an additional professional fee as the parties may subsequently agree.”

According to the Town Attorney, the original agreement entered into between the Town and TEC allows for the additional proposed professional services related to the initial assignment.

The Town of Johnstown requested a proposal (Task Order No. 4) from Farnsworth Group (Mr. Tom Ullman) for additional engineering services to update the Town's sewer rate study.

The intent of the rate study update is to assess and evaluate the Town's existing sewer rates/fees, and to provide recommendations to Town staff and Council. The study is necessary to determine appropriate rate structures/fees for the Town's sewer utility and to enable the Town to continue its sewer utility operations on a financially sound basis.

Task Order No. 4 calls for a draft report by September 30, 2014 with a final report within 30 days following comments from Town staff. According to the Task Order, the cost for the additional services to update the Town's sewer rate study will be a maximum fee including expenses not to exceed \$16,000.

The Town's Public Works Director has reviewed the scope of services for Task Order No. 4 and concurs with the proposed fee amount.

*Mr. Ullman has performed several rate studies for the Town of Johnstown over the past fifteen years.

LEGAL ADVICE: The Town Attorney has reviewed the 2004 sewer rate study and Task Order No. 4.

FINANCIAL ADVICE: According to the Town Treasurer, sufficient funds are available for the project.

RECOMMENDED ACTION: Approve amendment to agreement for additional professional services (Task Order No. 4 –Sewer Rate Study Update).

SUGGESTED MOTIONS:

For Approval I move to approve an amendment to the original sewer utility rate study and cost of service analysis agreement for additional professional services for Task Order No. 4 (Sewer Rate Study Update) in a total amount not to exceed \$16,000, and authorize the Mayor to sign the agreement.

For Denial: I move to deny approval of the amendment to the original sewer utility rate study and cost of service analysis agreement.

Reviewed:


Town Manager

**TASK
ORDER
No. 4**

Task Order

In accordance with paragraph 2.10 of the Agreement between OWNER and ENGINEER for Sewer Rate Study dated February 18, 2004 ("Agreement"), OWNER and ENGINEER agree as follows:

Specific Project Data

Title: **Sewer Rate Study Update**

Description: Update the Sewer Rate Study of 2009 to reflect the current budgets and the updated wastewater system capital improvement plan.

1. Services of ENGINEER

- a. consult with OWNER and review available data, revenue philosophy, and alternative rate structures;
- b. determine, with OWNER, OWNER'S probable annual revenue requirements through the year 2020 for operation and maintenance, debt service, capital improvements, and reserves;
- c. update existing tap fees for adequacy and, if required, develop a new tap fee schedule to reflect the updated capital improvement plan as developed in the Wastewater Master Plan;
- d. determine the revenue required from rate schedules after deducting the income anticipated by OWNER from interest, penalties, connection fees and similar sources;
- e. update the cost responsibility analysis of each class of customer based upon costs of service;
- f. update the existing rate structure for conformance to the OWNER'S philosophy regarding equity among user classes, equity within a given class and equity by area served;
- g. revised the rate schedules as necessary to meet the updated projected annual revenue requirements;
- h. update the computer spreadsheet model to reflect the current budget, the revised capital improvement plan, and the projected costs through 2012;
- i. revise the rate study report containing pertinent data obtained or developed during the study and setting forth the formulated rates and charges with appropriate explanations.

2. OWNER'S Responsibilities

Provide data from the Town's records that shows:

- a. Expenses for past five years,
- b. Current budget for 2014,

- c. 2012 and 2013 Audits,
- d. Current debt service requirements and covenants (previously transmitted),
- e. Wastewater treatment records and water consumption records for 2012 and 2013,
- f. Customer monthly billing records for 2013 for each tap and meter size.
- g. Wastewater system depreciation schedule for 2013.

3. Times for Rendering Services

ENGINEER shall start performing the services hereunder upon OWNER'S execution of this Task Order; and will complete such services and submit the Draft Report to OWNER by September 30, 2014 plus such additional time as may be required for obtaining OWNER'S approval and/or instructions relative to alternatives to be considered and any lost time awaiting data collection. ENGINEER will submit a Final Report within 30 days of receipt of OWNER's comments on the Draft Report.

4. Payments to ENGINEER

OWNER will pay for the additional services defined in Section 2.10 based upon ENGINEER's hourly billing rates in effect at the time the services are performed plus expenses with the maximum fee including expenses not to exceed \$16,000. Engineer's hourly rates effective January 1, 2014 are:

<u>Classification</u>	<u>Hourly Rate</u>
Sr. Engineering Mgr.	\$180
Engineering Mgr.	\$169
Sr. Project Engr.	\$152
Project Engr.	\$136
Engineer	\$117
Sr. Technician II	\$86
Technician	\$50
Admin. Support	\$65

5. Assignment and Supersede of Agreement

By execution of this Task Order, OWNER hereby consents to the assignment of the Agreement from TEC, The Engineering Co. to Farnsworth Group, Inc., the successor in interest to TEC. Farnsworth Group will perform and observe all the covenants and conditions contained in the above referenced Agreement. To the extent the provisions of this Task Order conflict with the provisions of the Agreement, the provisions of the Task Order shall supersede and replace the provisions of the Agreement and shall control. The remaining provisions of the Agreement shall remain in full force and effect.

Approval and Acceptance:

Approval and Acceptance of this Task Order, shall incorporate this document as part of the Agreement. ENGINEER is authorized to begin performance upon its receipt of a copy of this Task Order signed by OWNER.

The Effective Date of this Task Order is _____, 2014.

ENGINEER
Farnsworth Group, Inc.

OWNER
Town of Johnstown

Signature

Date

Signature

Date



4/02/14

Name: Thomas F. Ullmann, P.E.

Name

Title Principal

Title

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name Thomas F. Ullmann, P.E.

Name

Title Engineering Mgr.

Title

Address 1612 Specht Point Rd. Suite 105
Fort Collins, CO 80525

Address

E-Mail Address
tullmann@f-w.com

E-Mail Address

Phone (970) 484-7477

Phone

Fax (970) 484-7488

Fax

