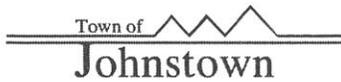


TOWN COUNCIL

MEETING

PACKET

January 21, 2015



Town Council

Agenda
Wednesday, January 21, 2015
Town Hall, Council Chambers
450 So. Parish Avenue
7:00 PM



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

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

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

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

- 6) **CONSENT AGENDA**
 - A) Town Council Meeting-January 5, 2015
 - B) Payment of Bills
 - C) December Financial Statements
 - D) Resolution No. 2015-02, Approving a Use by Special Review for Oil and Gas Exploration on Wind Farm PUD for Synergy Resources Corporation
 - 7) **STAFF REPORTS**
 - 8) **OLD BUSINESS**
 - 9) **NEW BUSINESS**
 - A) *Public Hearing – Site Development Plan for Panilolo, LLC
 - B) Consider Professional Services Agreement with Gareth Curtis, Sculpture
 - C) Consider Professional Services Agreement with J-U-B Engineers Inc., for Water System Master Plan Update
 - 10) **COUNCIL REPORTS AND COMMENTS**
 - 11) **MAYOR’S COMMENTS**
 - 12) **ADJOURN**
-



NOTICE OF ACCOMODATION

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

AGENDA ITEMS 6A-D

CONSENT

AGENDA

- **Council Minutes – January 5, 2015**
 - **Payment of Bills**
 - **December Financial Statements**
 - **Resolution No. 2015-02**
- (Use by Special Review-Wind Farm PUD)**
(Synergy Resources Corporation)

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: January 21, 2015

ITEM NUMBER: 6A-D

SUBJECT: Consent Agenda

ACTION PROPOSED: Approve Consent Agenda

PRESENTED BY: Town Clerk

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

- A) Town Council Minutes-January 5, 2015
- B) Payment of Bills
- C) December Financial Statements
- D) *Resolution No. 2015-02, Approving a Use by Special Review for Oil and Gas Exploration on Wind Farm PUD for Synergy Resources Corporation

*The attached Resolution merely memorializes the action of the Town Council which approved the Use by Special Review for oil and gas exploration on Wind Farm PUD for Synergy Resources Corporation on December 15, 2014.

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

FINANCIAL ADVICE: N/A

RECOMMENDED ACTION: Approve Consent Agenda

SUGGESTED MOTION:

For Approval: I move to approve the Consent Agenda.

For Denial:

Reviewed:


Town Manager

COUNCIL

MINUTES

The Town Council of the Town of Johnstown met on Monday, January 5, 2015 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, Brian Phillips, Chief of Police, Tom Hellen, Public Works Director and Diana Seele, Town Clerk/Treasurer

Agenda Approval

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

Consent Agenda

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

- December 15, 2014 Town Council meeting minutes
- Resolution No. 2015-01, Adopting Snow Removal Policy

Motion carried with a unanimous vote.

New Business

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

B. Consider Designation of Public Posting Areas – Councilmember Mellon made a motion seconded by Councilmember Lebsack to designate the front entryway of Johnstown Town Hall as a public notice posting area. Motion carried with a unanimous vote.

C. Consider Annual Development Fees Adjustment – In accordance with the Johnstown Municipal Code, Section 17-223, development fees (impact fees) are subject to annual adjustment for inflation, referencing the Engineering News Record Construction Cost Index for the Denver Metro Area. The annual increase is automatic unless Town Council acts to waive the adjustment. According to the Town Engineer Greg Weeks, the most recent Cost Index has increased by 0.9%. No action is recommended. The fees will automatically increase by 0.9%.

There being no further business to come before Council the meeting adjourned at 7:32 p.m.

Mayor

Town Clerk/Treasurer

**PAYMENT
OF
BILLS**

BILLS SUBMITTED FOR PAYMENT- DECEMBER 2014

ACE HARDWARE		\$	507.75	
ADVANCED MECHANICAL		\$	4,825.00	
BRANDON COPELAND		\$	267.25	
BUCKLEY PIPELINE		\$	2,030.00	
CALDERON, MARGARITA		\$	47.42	
CANYON SYSTEMS		\$	809.16	
CDR PROPANE		\$	1,464.50	
CENTURY LINK		\$	320.07	
CINTAS		\$	361.53	EST
COLORADO ANALYTICAL		\$	124.00	
COLORADO INSPECTION CONNECTION		\$	4,500.00	
COLORADO PRECAST CONCRETE		\$	1,927.65	
CRITES, RHETT - REFUND		\$	68.54	
CUMMINS ROCKY MOUNTAIN		\$	576.43	
DPC INDUSTRIES (CHEMICALS)		\$	15,757.94	
ENVIROTECH		\$	2,581.88	
FIRST NATIONAL BANK		\$	84.11	
G&K SERVICES		\$	249.08	EST
GALLS/QUARTERMASTER		\$	239.96	
GRACE, JOLEEN - REFUND		\$	170.59	
GRAINGER		\$	450.04	
GREELEY ELECTRIC REPAIR		\$	6,099.48	
GROUND GUY		\$	757.50	
HACH COMPANY		\$	235.49	
HAYS MARKET		\$	104.06	EST
HELTON & WILLIAMSEN, P.C.		\$	1,628.00	
HOME DEPOT		\$	156.72	
INERTIA AUTOMATION		\$	443.44	
JENSEN ARMS		\$	978.00	
JOHNSTOWN BREEZE		\$	400.00	EST
JTOWN GRAPHIX		\$	75.00	
K&K LASER CREATIONS LLC		\$	438.72	
KINSCO		\$	89.00	
KOPASZ, JOHN - REFUND		\$	68.72	
LARIMER HUMANE SOCIETY		\$	2,800.00	
LAW OFFICE OF AVI ROCKLIN LLC		\$	5,799.50	
	TOWN ASIGNMENT	\$	1,474.50	
	THOMPSON RIVER RANCH	\$	1,115.00	
	WR INVESTMENT LLC	\$	253.50	
	THOMPSON CROSSING	\$	1,111.50	
	MIRACLE ON 34	\$	78.00	
	McWHINNEY HOME SUPPLY LEASEBACK	\$	458.50	
	JOHNSTOWN FARMS	\$	1,111.50	
	LARSON	\$	197.00	
LAZAR, MICHAEL A.		\$	900.00	EST
LOWE'S		\$	20.00	
MAC EQUIPMENT		\$	99.90	
MED-TECH RESOURCE LLC		\$	582.94	
MILLIKEN JOHNSTOWN ELECTRIC		\$	669.90	
MOUNTAIN STATES LIGHTING		\$	255.00	
MOUNTAIN STATES PIPE & SUPPLY CO.		\$	5,722.75	
MUNICIPAL CODE CORP		\$	4,333.74	
NAPA AUTO PARTS		\$	712.08	
NELSON, BARBARA - REFUND		\$	52.58	
OJ WATSON EQUIPMENT		\$	332.12	
PAETEC		\$	1,743.65	
PITNEY BOWES		\$	441.34	

POUDRE VALLEY REA		\$	9,876.69	
PRICKETT, JOEL - REFUND		\$	63.16	
QUILL		\$	201.02	
REICHELDERFER, JOSEPH - REFUND		\$	57.96	
REX OIL		\$	1,834.89	
SCULLY, ARLENE - REFUND		\$	197.42	
SECURITY CENTRAL		\$	186.00	
SIRCHIE		\$	695.85	
SLAFTER MOWING		\$	875.00	
STATE OF COLORADO DRIVER SERVICES		\$	90.00	
SUPERIOR JANITORIAL SERVICE		\$	200.00	
T&T OK TIRE		\$	308.00	
TASER INTERNATIONAL		\$	40.75	
THE WATER SHED LLC		\$	106.02	
TM SHARPE INC		\$	760.00	
TTG ENGINEERS INC		\$	4,845.42	
UNITED POWER		\$	794.48	EST
UTILITY NOTIFICATION CENTER		\$	414.63	
VERIZON WIRELESS		\$	1,262.86	
WAGNER		\$	1,824.90	
WASTE MANAGEMENT		\$	40,378.26	
WEBSITES BY JEN LLC		\$	187.50	
WELD COUNTY DEPT OF PUBLIC HEALTH		\$	6,630.00	
WELD COUNTY SHERIFF'S OFFICE		\$	25.72	
WINTERS, HELLERICH & HUGHES		\$	2,390.00	
WORKWELL OCCUPATIONAL		\$	36.00	
XCEL ENERGY		\$	48,823.09	
		\$	196,408.15	

BILLS SUBMITTED FOR PAYMENT- JANUARY 2015				
AMSAN		\$	1,017.34	
BAJA BROADBAND		\$	405.35	
BRANDON COPELAND		\$	267.25	
COLORADO MUNICIPAL LEAGUE		\$	2,086.00	
CIRSA		\$	43,681.00	
GROUNDS GUYS		\$	712.50	
FIRST CLASS SECURITY SYSTEMS		\$	78.90	
GLENN A JONES LIBRARY		\$	31,091.67	
GCR TIRES		\$	61.78	
GREYSTONE TECHNOLOGY		\$	1,075.00	
HASCO TAG COMPANY		\$	139.31	
J&S CONTRACTORS SUPPLY		\$	666.72	
LARIMER COUNTY		\$	1,000.00	
MARIPOSA PLANTS		\$	85.00	
MARES AUTO		\$	15.00	
METRO CITY & COUNTY MANAGEMENT		\$	10.00	
POSTMASTER		\$	440.00	
STAMP FULFILLMENT		\$	573.45	
SKYBEAM		\$	132.90	EST
YOST CLEANING		\$	1,972.00	
		\$	85,511.17	

**DECEMBER
FINANCIAL
STATEMENTS**

EXECUTIVE SUMMARY DECEMBER 2014

100.00%

	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>%</u>
GENERAL				
<u>Revenues</u>	9,379,393.00	6,523,400.00	(2,855,993.00)	144%
<u>Expenditures</u>				
Legislative	23,841.00	36,600.00	12,759.00	65%
Judicial	39,648.00	30,400.00	(9,248.00)	130%
Elections	12,778.00	20,000.00	7,222.00	64%
Administration	320,145.00	362,000.00	41,855.00	88%
Planning & Zoning	155,884.00	167,500.00	11,616.00	93%
Police	1,472,504.00	1,718,200.00	245,696.00	86%
Protective Inspections	99,260.00	223,200.00	123,940.00	44%
Streets	1,080,635.00	1,142,800.00	62,165.00	95%
Cemetery	36,197.00	41,200.00	5,003.00	88%
Animal Control	71,666.00	81,500.00	9,834.00	88%
Senior Coordinator	53,986.00	55,500.00	1,514.00	97%
Parks	40,619.00	57,800.00	17,181.00	70%
Community	1,025,557.00	1,602,500.00	576,943.00	64%
Transfers	875,276.00	927,600.00	52,324.00	94%
<u>Total Expenditures</u>	5,307,996.00	6,466,800.00	1,158,804.00	82%
Excess Revenues over Expenditures	4,071,397.00			

EXECUTIVE SUMMARY DECEMBER 2014

100.00%

	Actual	Budget	Variance	%
WATER				
<u>Revenues</u>	4,876,369.00	1,992,300.00	(2,884,069.00)	245%
<u>Expenditures</u>				
Administration	184,290.00	211,600.00	27,310.00	87%
Operations	943,961.00	1,441,700.00	497,739.00	65%
Transfer	86,214.00	90,000.00	3,786.00	96%
Debt Services	1,414,536.00	1,415,200.00	664.00	100%
	2,629,001.00	3,158,500.00	529,499.00	83%
Excess Revenues over Expenditures	2,247,368.00			

EXECUTIVE SUMMARY DECEMBER 2014

100.00%

	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>%</u>
WASTEWATER				
<u>Revenues</u>	2,128,324.00	1,267,500.00	(860,824.00)	168%
<u>Expenditures</u>				
Administration	275,706.00	330,300.00	54,594.00	83%
Operation	824,229.00	950,700.00	126,471.00	87%
	1,099,935.00	1,281,000.00	181,065.00	86%
Excess Revenues over Expenditures	1,028,389.00			
Wastewater Expansion Project	1,299,068.00	1,312,000.00	12,932.00	

CITY OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2014

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
01-01-4010-00 GEN. PROPERTY ACCOUNTS	31.13	3,427,206.36	2,860,000.00	(567,206.36)	119.8
01-01-4020-00 SPECIFIC OWNERSHIP TAXES	18,831.01	277,005.54	190,000.00	(87,005.54)	145.8
01-01-4030-00 FRANCHISE TAXES	26,165.77	394,171.21	290,000.00	(104,171.21)	135.9
01-01-4040-00 PENALTIES & INTEREST	3.78	3,818.54	4,000.00	181.46	95.5
01-01-4070-00 SALES TAX	200,650.35	2,409,759.24	1,825,000.00	(584,759.24)	132.0
01-01-4080-00 SEVERANCE TAX	.00	432,889.21	50,000.00	(382,889.21)	865.8
TOTAL TAXES	245,682.04	6,944,850.10	5,219,000.00	(1,725,850.10)	133.1
<u>LICENSES & PERMITS</u>					
01-02-4110-00 LIQUOR LICENSE	.00	2,000.04	400.00	(1,600.04)	500.0
01-02-4120-00 BUS. LIC. & PERMITS - OTHE	40.00	10,765.00	9,000.00	(1,765.00)	119.6
01-02-4130-00 BUILDING PERMITS	36,787.03	1,012,445.79	280,000.00	(732,445.79)	361.6
01-02-4140-00 DOG LICENSE & PERMITS OTHE	42.00	2,837.83	2,100.00	(737.83)	135.1
01-02-4150-00 FINGERPRINTING	.00	50.00	300.00	250.00	16.7
TOTAL LICENSES & PERMITS	36,869.03	1,028,098.66	291,800.00	(736,298.66)	352.3
<u>INTERGOVERNMENTAL</u>					
01-03-4210-00 CIGARETTE TAXES	1,621.26	15,757.72	13,500.00	(2,257.72)	116.7
01-03-4220-00 HIGHWAY USERS TAX	33,319.36	373,432.03	330,000.00	(43,432.03)	113.2
01-03-4230-00 ADD. VEH. REG. FEE	2,600.50	47,590.50	37,000.00	(10,590.50)	128.6
01-03-4240-00 COUNTY ROAD & BRIDGE	(1,267.25)	92,250.21	65,000.00	(27,250.21)	141.9
TOTAL INTERGOVERNMENTAL	36,273.87	529,030.46	445,500.00	(83,530.46)	118.8
<u>CHARGES FOR SERVICES</u>					
01-04-4310-00 CEMETERY LOTS AND CARE	1,411.00	22,535.50	18,000.00	(4,535.50)	125.2
01-04-4320-00 TRASH CHARGES	40,285.69	461,521.15	360,000.00	(101,521.15)	128.2
01-04-4330-00 OTHER SERVICES	6.50	(6,313.30)	1,500.00	7,813.30	(420.9)
01-04-4340-00 FISHING PERMITS	.00	790.00	600.00	(190.00)	131.7
TOTAL CHARGES FOR SERVICES	41,703.19	478,533.35	380,100.00	(98,433.35)	125.9
<u>FINES</u>					
01-05-4315-00 COURT FEES REFUND	(20.00)	(750.98)	.00	750.98	.0
01-05-4410-00 MUNICIPAL COURT FINES & FE	12,426.59	116,392.29	55,000.00	(61,392.29)	211.6
01-05-4420-00 SURCHARGE	1,805.00	15,846.86	5,500.00	(10,346.86)	288.1
TOTAL FINES	14,211.59	131,488.17	60,500.00	(70,988.17)	217.3

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2014

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>MISCELLANEOUS</u>					
01-06-4510-00 COMM. CENTER RENTAL FEES	3,180.00	14,110.00	5,500.00	(8,610.00)	256.6
01-06-4530-00 REFUND OF EXPENDITURES	(442.38)	13,063.01	5,000.00	(8,063.01)	261.3
01-06-4570-00 SCHOOL DISTRICT	.00	28,114.21	24,000.00	(4,114.21)	117.1
TOTAL MISCELLANEOUS	2,737.62	55,287.22	34,500.00	(20,787.22)	160.3
<u>EARNINGS ON INVESTMENTS</u>					
01-07-4610-00 EARNINGS ON INVESTMENTS	(2,015.48)	113,033.61	42,000.00	(71,033.61)	269.1
TOTAL EARNINGS ON INVESTMENTS	(2,015.48)	113,033.61	42,000.00	(71,033.61)	269.1
<u>TAXES</u>					
01-08-4520-00 TRANSFER FROM WATER FUND	43,350.00	43,350.00	45,000.00	1,650.00	96.3
01-08-4530-00 DEVELOPERS COST PAYMENT	6,960.62	55,721.43	5,000.00	(50,721.43)	1114.4
TOTAL TAXES	50,310.62	99,071.43	50,000.00	(49,071.43)	198.1
TOTAL FUND REVENUE	425,772.48	9,379,393.00	6,523,400.00	(2,855,993.00)	143.8

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2014

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEGISLATIVE</u>					
01-10-5010-00 BOARD MEMBERS COMPENSATION	1,525.00	19,925.00	22,800.00	2,875.00	87.4
01-10-5050-00 PAYROLL TAXES	116.67	1,524.43	1,800.00	275.57	84.7
01-10-5070-00 WORKMEN'S COMPENSATION	.00	737.24	900.00	162.76	81.9
01-10-6522-00 INSURANCE	.00	700.00	700.00	.00	100.0
01-10-6544-03 EQUIPMENT/SOFTWARE - IPADS	9.99	352.48	5,000.00	4,647.52	7.1
01-10-8016-00 PROFESSIONAL SERVICES	.00	601.81	5,400.00	4,798.19	11.1
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
TOTAL LEGISLATIVE	1,651.66	23,840.96	36,600.00	12,759.04	65.1
<u>JUDICIAL</u>					
01-15-5011-00 SAL-JUDGE	900.00	11,635.00	10,000.00 (	1,635.00)	116.4
01-15-5012-00 SAL-PROS. ATT.	2,340.00	27,330.00	19,700.00 (	7,630.00)	138.7
01-15-6505-00 OFFICE EXPENSES	.00	662.98	600.00 (	62.98)	110.5
01-15-8016-00 PROFESSIONAL SERVICES	.00	20.00	100.00	80.00	20.0
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
TOTAL JUDICIAL	3,240.00	39,647.98	30,400.00 (	9,247.98)	130.4
<u>ELECTIONS</u>					
01-20-6413-00 PUBLISHING	.00	110.16	700.00	589.84	15.7
01-20-6526-00 SUPPLIES	.00	12,150.17	12,500.00	349.83	97.2
01-20-8017-00 ELECTION JUDGES	.00	518.03	800.00	281.97	64.8
01-20-8018-00 COORDINATING W/WELD CTY	.00	.00	6,000.00	6,000.00	.0
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
TOTAL ELECTIONS	.00	12,778.36	20,000.00	7,221.64	63.9

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2014

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
01-25-5010-00 SALARIES	5,959.25	73,662.48	75,400.00	1,737.52	97.7
01-25-5010-03 OVERTIME	.00	99.50	600.00	500.50	16.6
01-25-5011-00 PART TIME OFFICE	410.56	2,479.69	3,700.00	1,220.31	67.0
01-25-5015-00 CLEANING SALARIES	216.66	2,383.32	3,500.00	1,116.68	68.1
01-25-5025-00 MANAGER	3,787.30	46,834.90	48,500.00	1,665.10	96.6
01-25-5050-00 PAYROLL TAXES	490.42	8,677.98	9,900.00	1,222.02	87.7
01-25-5060-00 RETIREMENT FUND	772.46	9,117.01	9,100.00	(17.01)	100.2
01-25-5065-00 HEALTH INSURANCE	2,897.76	26,091.51	30,000.00	3,908.49	87.0
01-25-5070-00 WORKMAN'S COMPENSATION	.00	500.00	600.00	100.00	83.3
01-25-6010-00 UTILITIES	677.89	5,239.64	5,000.00	(239.64)	104.8
01-25-6505-00 OFFICE EXPENSE	499.97	5,913.17	8,000.00	2,086.83	73.9
01-25-6506-00 UTILITY BILL MAILING	326.59	3,811.45	3,700.00	(111.45)	103.0
01-25-6510-00 TELEPHONE	245.46	1,862.45	2,100.00	237.55	88.7
01-25-6511-00 TRAINING	.00	619.45	1,000.00	380.55	62.0
01-25-6513-00 PUBLISHING	284.58	3,374.55	6,000.00	2,625.45	56.2
01-25-6515-00 DUES AND SUBSCRIPTIONS	.00	2,319.41	2,800.00	480.59	82.8
01-25-6518-00 CLEANING SUPPLIES	273.07	1,230.40	1,500.00	269.60	82.0
01-25-6520-00 MILEAGE & EXPENSES	576.55	1,242.40	2,200.00	957.60	56.5
01-25-6522-00 INSURANCE & BONDS	.00	9,816.00	13,800.00	3,984.00	71.1
01-25-6544-04 CAPITAL OUTLAY- COMPUTER	.00	436.00	1,000.00	564.00	43.6
01-25-6544-05 SOFTWARE	.00	5,351.39	7,500.00	2,148.61	71.4
01-25-6544-07 MISC. OFFICE EQPT.	.00	223.36	700.00	476.64	31.9
01-25-7020-00 MAINTENANCE & REPAIRS	171.88	1,996.42	3,500.00	1,503.58	57.0
01-25-8010-00 AUDIT	.00	8,900.00	8,900.00	.00	100.0
01-25-8012-00 COMPUTER PROFESSIONAL SERV	459.06	8,156.69	14,000.00	5,843.31	58.3
01-25-8014-00 LEGAL	2,499.00	31,881.75	40,000.00	8,118.25	79.7
01-25-8015-00 TAPING MEETINGS	534.50	6,130.25	6,200.00	69.75	98.9
01-25-8016-00 SALARY STUDY FEES	.00	.00	800.00	800.00	.0
01-25-8017-00 PROFESSIONAL SERVICES	85.00	6,652.55	6,000.00	(652.55)	110.9
01-25-8019-00 TREASURER'S FEES	.34	44,891.12	45,000.00	108.88	99.8
01-25-9028-00 COMMUNICATIONS	.00	250.00	1,000.00	750.00	25.0
TOTAL ADMINISTRATION	21,168.30	320,144.84	362,000.00	41,855.16	88.4

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2014

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PLANNING & ZONING</u>					
01-30-5010-00 SALARIES	8,219.76	104,456.88	104,600.00	143.12	99.9
01-30-5050-00 PAYROLL TAXES	606.22	7,888.14	8,100.00	211.86	97.4
01-30-5060-00 RETIREMENT FUND	740.66	9,628.58	9,700.00	71.42	99.3
01-30-5065-00 HEALTH INSURANCE	1,306.69	15,569.02	18,300.00	2,730.98	85.1
01-30-5070-00 WORKMENS COMPENSATION	.00	1,300.00	1,300.00	.00	100.0
01-30-6010-00 UTILITIES	367.81	3,167.81	2,800.00 (	367.81)	113.1
01-30-6505-00 OFFICE SUPPLIES	14.99	1,015.62	2,300.00	1,284.38	44.2
01-30-6510-00 TELEPHONE	.00	1,287.10	1,300.00	12.90	99.0
01-30-6511-00 TRAINING	.00	60.00	500.00	440.00	12.0
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	2,100.00	2,100.00	.00	100.0
01-30-6544-01 GIS PLOTTER/GIS CAM	.00	.00	3,200.00	3,200.00	.0
01-30-6544-04 MACHINERY AND EQPT.	.00	.00	1,700.00	1,700.00	.0
01-30-8014-00 LEGAL	.00	78.00	500.00	422.00	15.6
01-30-8016-00 PROFESSIONAL SERVICES	141.52	9,332.42	10,000.00	667.58	93.3
TOTAL PLANNING & ZONING	11,397.65	155,883.57	167,500.00	11,616.43	93.1

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2014

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE</u>					
01-35-5010-00 SALARIES	68,666.34	839,348.72	922,000.00	82,651.28	91.0
01-35-5010-03 OVERTIME PAY	1,192.31	13,946.69	20,000.00	6,053.31	69.7
01-35-5013-00 CLERICAL SALARIES	5,088.86	61,401.96	62,000.00	598.04	99.0
01-35-5050-00 PAYROLL TAXES	5,262.93	67,714.41	76,800.00	9,085.59	88.2
01-35-5060-00 RETIREMENT	3,898.32	49,344.82	65,000.00	15,655.18	75.9
01-35-5065-00 HEALTH INSURANCE	19,739.41	226,312.53	290,200.00	63,887.47	78.0
01-35-5070-00 WORKMEN'S COMPENSATION	.00	35,331.51	38,000.00	2,668.49	93.0
01-35-6010-00 UTILITIES	2,962.00	15,036.85	16,400.00	1,363.15	91.7
01-35-6505-00 OFFICE EXPENSE	852.77	5,413.44	6,000.00	586.56	90.2
01-35-6510-00 TELEPHONE	518.20	5,714.84	9,100.00	3,385.16	62.8
01-35-6511-00 TRAINING	.00	7,694.76	10,000.00	2,305.24	77.0
01-35-6513-00 PUBLISHING	.00	455.29	500.00	44.71	91.1
01-35-6515-00 DUES AND SUBSCRIPTIONS	.00	545.00	1,200.00	655.00	45.4
01-35-6518-00 CLEANING SERVICES	542.00	6,685.70	8,100.00	1,414.30	82.5
01-35-6522-00 INSURANCE AND BONDS	.00	40,038.00	44,000.00	3,962.00	91.0
01-35-6524-00 GAS AND OIL	2,250.50	27,001.97	38,000.00	10,998.03	71.1
01-35-6526-00 OPERATING SUPPLIES	96.52	3,282.19	6,000.00	2,717.81	54.7
01-35-6527-00 UNIFORMS AND CLEANING	936.50	5,231.54	5,000.00	(231.54)	104.6
01-35-6528-00 WELD COUNTY MAINT. AGREEME	.00	7,859.50	8,000.00	140.50	98.2
01-35-6544-02 COMPUTER SYSTEMS	.00	.00	2,500.00	2,500.00	.0
01-35-6544-04 RADAR GUNS	.00	4,117.77	4,900.00	782.23	84.0
01-35-6544-05 CELLULAR PHONES	.00	.00	100.00	100.00	.0
01-35-6544-06 VESTS	.00	1,849.00	4,500.00	2,651.00	41.1
01-35-6544-07 CAMERA & INVESTIGATION EQPT.	265.50	1,843.49	2,600.00	756.51	70.9
01-35-6544-09 SHOOTING RANGE SUPPLIES	.00	1,877.25	3,600.00	1,722.75	52.2
01-35-6544-10 OFFICE IMPROVEMENTS	.00	2,730.65	5,000.00	2,269.35	54.6
01-35-6544-11 POLICE VEHICLE/EQPT.	3,311.95	5,974.69	7,500.00	1,525.31	79.7
01-35-7010-00 BLDG. REPAIR & MAINT.	97.46	1,257.52	8,000.00	6,742.48	15.7
01-35-7020-00 REPAIRS AND MAINTENANCE	290.91	8,121.49	10,000.00	1,878.51	81.2
01-35-8012-00 COMP. PROFESSIONAL SERVICE	151.05	3,220.78	12,900.00	9,679.22	25.0
01-35-8014-00 LEGAL	.00	1,867.75	1,500.00	(367.75)	124.5
01-35-8016-00 PROFESSIONAL SERVICES	.00	4,758.00	5,500.00	742.00	86.5
01-35-8017-00 JUVENILE ASSESSMENT CENTER	.00	5,340.00	5,400.00	60.00	98.9
01-35-8021-00 COMP. LINK TO RECORDS	600.25	6,505.81	8,000.00	1,494.19	81.3
01-35-9022-00 JAIL FEES	25.72	77.17	1,500.00	1,422.83	5.1
01-35-9028-00 COMMUNITY SERVICES	.00	4,602.66	8,400.00	3,797.34	54.8
TOTAL POLICE	116,749.50	1,472,503.75	1,718,200.00	245,696.25	85.7

CITY OF JOHNSTOWN
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GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PROTECTIVE INSPECTIONS</u>					
01-40-5010-00 SALARIES	1,866.28	21,896.84	88,600.00	66,703.16	24.7
01-40-5010-03 OVERTIME	.00	7.81	.00	(7.81)	.0
01-40-5050-00 PAYROLL TAXES	125.66	1,638.49	6,800.00	5,161.51	24.1
01-40-5060-00 RETIREMENT	70.58	919.22	3,900.00	2,980.78	23.6
01-40-5065-00 HEALTH INSURANCE	344.43	4,176.35	23,800.00	19,623.65	17.6
01-40-5070-00 WORKMEN'S COMPENSATION	.00	717.24	4,100.00	3,382.76	17.5
01-40-6010-00 UTILITIES	367.83	3,777.68	3,200.00	(577.68)	118.1
01-40-6505-00 OFFICE EXPENSE	32.49	1,990.46	3,500.00	1,509.54	56.9
01-40-6510-00 TELEPHONE	.00	1,334.86	1,700.00	365.14	78.5
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	150.00	200.00	50.00	75.0
01-40-6518-00 CLEANING & SUPPLIES	.00	213.85	700.00	486.15	30.6
01-40-6522-00 INSURANCE AND BONDS	.00	8,500.00	8,500.00	.00	100.0
01-40-6524-00 GAS AND OIL	.00	.00	2,700.00	2,700.00	.0
01-40-6526-00 OPERATING SUPPLIES	.00	745.29	2,000.00	1,254.71	37.3
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	322.39	2,000.00	1,677.61	16.1
01-40-8012-00 COMP. PROF. SERVICES	237.07	2,889.50	3,200.00	310.50	90.3
01-40-8014-00 LEGAL	.00	.00	500.00	500.00	.0
01-40-8016-00 PROFESSIONAL SERVICES	4,500.00	49,905.00	65,000.00	15,095.00	76.8
TOTAL PROTECTIVE INSPECTIONS	7,544.34	99,259.98	223,200.00	123,940.02	44.5

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2014

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STREETS</u>					
01-45-5010-00 SALARIES	19,590.83	236,402.72	261,900.00	25,497.28	90.3
01-45-5010-03 OVERTIME	.00	3,951.61	5,500.00	1,548.39	71.9
01-45-5015-00 PART-TIME SALARIES	.00	6,633.12	15,000.00	8,366.88	44.2
01-45-5050-00 PAYROLL TAXES	1,375.54	18,196.82	22,000.00	3,803.18	82.7
01-45-5060-00 RETIREMENT FUND	1,177.08	14,411.18	17,800.00	3,388.82	81.0
01-45-5065-00 HEALTH INSURANCE	5,130.36	59,249.27	80,000.00	20,750.73	74.1
01-45-5070-00 WORKMEN'S COMPENSATION	.00	8,606.52	16,000.00	7,393.48	53.8
01-45-6010-00 UTILITIES	983.08	6,219.79	15,000.00	8,780.21	41.5
01-45-6015-00 UTILITIES - STREET LIGHTIN	20,377.62	212,743.45	218,000.00	5,256.55	97.6
01-45-6505-00 OFFICE EXPENSE	40.99	241.69	500.00	258.31	48.3
01-45-6510-00 TELEPHONE	221.97	2,896.69	3,000.00	103.31	96.6
01-45-6511-00 TRAINING	.00	100.00	800.00	700.00	12.5
01-45-6515-00 DUES & SUBSCRIPTIONS	.00	225.00	300.00	75.00	75.0
01-45-6518-00 CLEANING SUPPLIES	108.54	1,367.07	1,500.00	132.93	91.1
01-45-6522-00 INSURANCE AND BONDS	.00	23,000.00	24,000.00	1,000.00	95.8
01-45-6524-00 GAS & OIL	4,265.04	22,113.06	22,500.00	386.94	98.3
01-45-6526-00 OPERATING SUPPLIES	1,247.19	4,831.84	4,500.00	(331.84)	107.4
01-45-6530-00 SNOW AND ICE REMOVAL	2,525.89	13,661.85	20,000.00	6,338.15	68.3
01-45-6532-00 TRASH SERVICE	39,961.22	420,389.34	360,000.00	(60,389.34)	116.8
01-45-6534-00 WEED CONTROL	.00	.00	6,000.00	6,000.00	.0
01-45-6536-00 STREET SIGNS	.00	252.00	4,000.00	3,748.00	6.3
01-45-6544-03 EQUIPMENT	.00	.00	4,000.00	4,000.00	.0
01-45-6544-06 HOLIDAY DECORATIONS	580.02	3,641.56	5,000.00	1,358.44	72.8
01-45-6544-07 TOOLS	207.48	1,251.90	3,500.00	2,248.10	35.8
01-45-6544-09 SAFETY EQUIPMENT	.00	644.83	4,000.00	3,355.17	16.1
01-45-7020-00 REP & MAINT - EQUIP & BLDG	844.87	17,203.65	20,000.00	2,796.35	86.0
01-45-7030-00 REPAIR & MAINT. BLDGS.	.00	50.55	5,000.00	4,949.45	1.0
01-45-8016-00 PROFESSIONAL SERVICES	35.32	2,349.27	3,000.00	650.73	78.3
TOTAL STREETS	98,673.04	1,080,634.78	1,142,800.00	62,165.22	94.6

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2014

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CEMETERY</u>					
01-50-5015-00 SALARIES	.00	10,645.25	11,500.00	854.75	92.6
01-50-5050-00 PAYROLL TAXES	.00	814.33	900.00	85.67	90.5
01-50-5070-00 WORKMEN'S COMPENSATION	.00	1,200.00	1,200.00	.00	100.0
01-50-6513-00 PUBLISHING	.00	.00	300.00	300.00	.0
01-50-6522-00 INSURANCE	.00	1,800.00	1,800.00	.00	100.0
01-50-6524-00 GAS & OIL	.00	900.20	1,500.00	599.80	60.0
01-50-6526-00 SUPPLIES	54.41	948.97	1,500.00	551.03	63.3
01-50-6533-00 TREE TRIMMING	.00	3,600.00	3,800.00	200.00	94.7
01-50-6534-00 FERTILIZER & WEED CONTROL	.00	4,000.00	4,700.00	700.00	85.1
01-50-6544-01 MOWER DECK	.00	3,500.00	3,500.00	.00	100.0
01-50-6544-02 HAND MOWER	.00	1,000.00	1,000.00	.00	100.0
01-50-6544-05 TOOLS	.00	.00	400.00	400.00	.0
01-50-6544-06 TREES	.00	1,500.00	1,500.00	.00	100.0
01-50-6544-07 BLOWER BACK PACK	.00	812.90	1,000.00	187.10	81.3
01-50-7020-00 REPAIRS AND MAINTENANCE	.00	2,826.74	3,200.00	373.26	88.3
01-50-7025-00 SPRINKLER REPAIR	.00	2,396.48	3,000.00	603.52	79.9
01-50-8016-00 PROFESSIONAL SERVICES	.00	252.00	400.00	148.00	63.0
TOTAL CEMETERY	54.41	36,196.87	41,200.00	5,003.13	87.9
<u>ANIMAL CONTROL</u>					
01-55-5010-00 SALARIES	3,310.32	43,033.98	45,300.00	2,266.02	95.0
01-55-5010-03 OVERTIME	.00	124.14	200.00	75.86	62.1
01-55-5050-00 PAYROLL TAXES	249.58	3,257.70	3,500.00	242.30	93.1
01-55-5060-00 RET BEN	140.20	1,822.60	2,000.00	177.40	91.1
01-55-5065-00 HEALTH BEN	698.89	8,312.10	9,400.00	1,087.90	88.4
01-55-5070-00 WORKMENS COMPENSATION	.00	1,663.41	1,000.00	(663.41)	166.3
01-55-6522-00 INSURANCE	.00	1,900.00	1,900.00	.00	100.0
01-55-6524-00 GAS AND OIL	145.64	1,778.40	3,500.00	1,721.60	50.8
01-55-6526-00 SUPPLIES	.00	403.13	1,200.00	796.87	33.6
01-55-7020-00 REPAIR & MAINTENANCE	12.00	95.50	500.00	404.50	19.1
01-55-7030-00 WEED/NUISANCE CONTROL	(50.00)	6,484.34	8,000.00	1,515.66	81.1
01-55-8016-00 PROFESSIONAL SERVICES	.00	2,791.00	5,000.00	2,209.00	55.8
TOTAL ANIMAL CONTROL	4,506.63	71,666.30	81,500.00	9,833.70	87.9

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2014

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SENIOR COORDINATOR PROGRAM</u>					
01-60-5015-00 PART-TIME SALARIES	2,319.15	35,884.04	35,900.00	15.96	100.0
01-60-5050-00 PAYROLL TAXES	177.42	2,740.16	2,800.00	59.84	97.9
01-60-5070-00 WORKMEN'S COMPENSATION	.00	2,151.63	2,400.00	248.37	89.7
01-60-6010-00 UTILITIES	471.79	3,783.57	3,600.00 (	183.57)	105.1
01-60-6510-00 TELEPHONE	116.19	1,271.44	1,300.00	28.56	97.8
01-60-6520-00 MILEAGE	153.10	2,492.72	2,900.00	407.28	86.0
01-60-6522-00 INSURANCE	.00	1,400.00	1,400.00	.00	100.0
01-60-7020-00 REPAIR & MAINTENANCE	254.46	4,262.16	5,200.00	937.84	82.0
	<u>3,492.11</u>	<u>53,985.72</u>	<u>55,500.00</u>	<u>1,514.28</u>	<u>97.3</u>
<u>PARKS</u>					
01-65-5015-00 PART-TIME SALARIES	.00	13,111.40	21,000.00	7,888.60	62.4
01-65-5050-00 PAYROLL TAXES	.00	1,002.99	1,600.00	597.01	62.7
01-65-5070-00 WORKMEN'S COMPENSATION	.00	1,108.94	1,100.00 (	8.94)	100.8
01-65-6010-00 UTILITIES	1,883.04	10,064.30	6,000.00 (	4,064.30)	167.7
01-65-6511-00 TRAINING	.00	.00	300.00	300.00	.0
01-65-6522-00 INSURANCE AND BONDS	.00	2,000.00	2,000.00	.00	100.0
01-65-6524-00 GAS AND OIL	45.48	1,479.17	1,500.00	20.83	98.6
01-65-6526-00 SUPPLIES	12.28	1,701.21	2,000.00	298.79	85.1
01-65-6534-00 FERTILIZER AND WEED CONTROL	.00	2,749.92	9,000.00	6,250.08	30.6
01-65-6542-00 PORTA-POTTIES	127.82	1,105.38	2,500.00	1,394.62	44.2
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	197.00	3,740.82	5,000.00	1,259.18	74.8
01-65-7025-00 SPRINKLER REPAIRS	.00	2,554.54	4,000.00	1,445.46	63.9
	<u>2,265.62</u>	<u>40,618.67</u>	<u>57,800.00</u>	<u>17,181.33</u>	<u>70.3</u>
<u>LIBRARY</u>					
01-70-7000-00 TOWN SUPPORT-LIBRARY	29,616.00	355,394.01	355,400.00	5.99	100.0
	<u>29,616.00</u>	<u>355,394.01</u>	<u>355,400.00</u>	<u>5.99</u>	<u>100.0</u>

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2014

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEGISLATIVE</u>					
01-75-6526-00	59.00	1,129.48	8,500.00	7,370.52	13.3
01-75-7020-00	456.45	6,092.69	10,000.00	3,907.31	60.9
01-75-7025-00	1,261.48	6,035.91	7,500.00	1,464.09	80.5
01-75-7031-00	.00	17,728.83	22,000.00	4,271.17	80.6
01-75-7032-00	.00	499,555.14	1,000,000.00	500,444.86	50.0
01-75-7051-00	.00	35.58	32,500.00	32,464.42	.1
01-75-7054-00	.00	.00	5,500.00	5,500.00	.0
01-75-7055-00	.00	5,000.00	10,000.00	5,000.00	50.0
01-75-7066-00	2,013.00	36,844.77	20,500.00	(16,344.77)	179.7
01-75-7070-00	.00	20,052.28	19,000.00	(1,052.28)	105.5
01-75-7080-00	.00	17,000.00	17,000.00	.00	100.0
01-75-7090-00	.00	3,662.13	5,000.00	1,337.87	73.2
01-75-7100-00	.00	9,000.00	10,000.00	1,000.00	90.0
01-75-7110-00	375,000.00	375,000.00	375,000.00	.00	100.0
01-75-7125-00	.00	10,911.13	14,000.00	3,088.87	77.9
01-75-7129-00	4,688.37	13,651.73	18,500.00	4,848.27	73.8
01-75-7130-00	78.90	2,617.68	5,000.00	2,382.32	52.4
01-75-7131-00	.00	.00	2,500.00	2,500.00	.0
01-75-7133-00	1,240.00	1,240.00	20,000.00	18,760.00	6.2
TOTAL LEGISLATIVE	384,797.20	1,025,557.35	1,602,500.00	576,942.65	64.0
<u>TRANSFERS OUT</u>					
01-80-7040-00	182,200.00	182,200.00	182,200.00	.00	100.0
01-80-7050-00	.00	225,000.00	225,000.00	.00	100.0
01-80-7080-00	.00	.00	25,000.00	25,000.00	.0
01-80-7110-00	316.25	112,681.67	140,000.00	27,318.33	80.5
TOTAL TRANSFERS OUT	182,516.25	519,881.67	572,200.00	52,318.33	90.9
TOTAL FUND EXPENDITURES	867,672.71	5,307,994.81	6,466,800.00	1,158,805.19	82.1
NET REVENUE OVER EXPENDITURES	(441,900.23)	4,071,398.19	56,600.00	(4,014,798.19)	7193.3

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2014

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SOURCE 00</u>					
02-00-4310-00 WATER CHARGES	91,929.47	2,195,772.42	1,675,000.00	(520,772.42)	131.1
02-00-4320-00 WATER TAP FEES	41,600.00	809,467.00	.00	(809,467.00)	.0
02-00-4322-00 RAW WATER DEV. FEE	48,000.00	1,409,771.70	.00	(1,409,771.70)	.0
02-00-4325-00 WATER REFUNDS	(2,321.53)	(9,809.57)	.00	9,809.57	.0
02-00-4330-00 MISCELLANEOUS	17,312.75	248,543.78	100,000.00	(148,543.78)	248.5
02-00-4610-00 EARNINGS ON INVESTMENTS	(1,894.04)	40,423.18	35,000.00	(5,423.18)	115.5
02-00-4830-00 TRANSFER FROM GENERAL FUND	182,200.00	182,200.00	182,300.00	100.00	100.0
TOTAL SOURCE 00	376,826.65	4,876,368.51	1,992,300.00	(2,884,068.51)	244.8
TOTAL FUND REVENUE	376,826.65	4,876,368.51	1,992,300.00	(2,884,068.51)	244.8

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2014

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
02-25-5010-00 SALARIES	2,771.06	33,673.32	37,200.00	3,526.68	90.5
02-25-5010-03 OVERTIME	.00	51.09	300.00	248.91	17.0
02-25-5015-00 PART-TIME SALARIES	285.56	1,848.95	3,700.00	1,851.05	50.0
02-25-5020-00 JANITORIAL SALARIES	216.67	2,600.00	2,700.00	100.00	96.3
02-25-5025-00 MANAGER	1,848.00	24,024.00	24,300.00	276.00	98.9
02-25-5050-00 PAYROLL TAXES	236.56	4,182.67	5,100.00	917.33	82.0
02-25-5060-00 RETIREMENT FUND	337.82	4,632.91	5,500.00	867.09	84.2
02-25-5065-00 HEALTH INSURANCE	1,111.88	13,170.78	16,000.00	2,829.22	82.3
02-25-5070-00 WORKMEN'S COMPENSATION	.00	500.00	500.00	.00	100.0
02-25-6010-00 UTILITIES	367.83	4,470.81	3,500.00 (	970.81)	127.7
02-25-6505-00 OFFICE EXPENSE	463.52	4,074.04	5,800.00	1,725.96	70.2
02-25-6506-00 UTILITY BILL MAILING	326.59	3,811.45	3,600.00 (	211.45)	105.9
02-25-6510-00 TELEPHONE	253.45	1,644.17	1,800.00	155.83	91.3
02-25-6511-00 TRAINING & MEETINGS	.00	252.00	1,000.00	748.00	25.2
02-25-6513-00 PUBLISHING	.00	347.28	1,000.00	652.72	34.7
02-25-6515-00 DUES AND SUBSCRIPTIONS	.00	1,949.77	2,200.00	250.23	88.6
02-25-6518-00 CLEANING SUPPLIES	.00	804.44	800.00 (	4.44)	100.6
02-25-6520-00 MILEAGE & EXPENSES	400.00	439.99	500.00	60.01	88.0
02-25-6522-00 INSURANCE & BONDS	.00	6,000.00	6,200.00	200.00	96.8
02-25-6544-02 CAPITAL OUTLAY - COMP. SOFT	.00	4,031.41	6,000.00	1,968.59	67.2
02-25-6544-04 COMPUTER	.00	806.30	1,000.00	193.70	80.6
02-25-6544-07 MISCELLANEOUS OFFICE	.00	.00	200.00	200.00	.0
02-25-7020-00 REPAIR & MAINT.	.00	1,077.38	1,000.00 (	77.38)	107.7
02-25-8010-00 AUDIT	.00	5,700.00	5,700.00	.00	100.0
02-25-8011-00 PROF. SERV.-WATER ADJUDICATION	.00	18,900.13	17,000.00 (	1,900.13)	111.2
02-25-8012-00 COMP. PROFESSIONAL SERVICES	392.62	4,944.12	7,500.00	2,555.88	65.9
02-25-8014-00 LEGAL	744.00	2,813.25	8,000.00	5,186.75	35.2
02-25-8016-00 SALARY STUDY FEES	.00	.00	1,000.00	1,000.00	.0
02-25-8017-00 PROFESSIONAL SERVICES	2,658.25	35,065.46	40,000.00	4,934.54	87.7
02-25-9028-00 COMMUNICATIONS	.00	2,474.42	2,500.00	25.58	99.0
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	12,413.81	1,598,825.70	1,626,800.00	27,974.30	98.3

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2014

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS - WATER FUND</u>					
02-70-5010-00 SALARIES	15,249.19	184,248.32	196,500.00	12,251.68	93.8
02-70-5010-03 OVERTIME	92.94	6,204.87	10,000.00	3,795.13	62.1
02-70-5015-00 PART TIME SALARIES	.00	338.00	2,600.00	2,262.00	13.0
02-70-5050-00 PAYROLL TAXES	1,094.76	14,178.39	16,000.00	1,821.61	88.6
02-70-5060-00 RETIREMENT FUND	783.59	9,595.31	11,000.00	1,404.69	87.2
02-70-5065-00 HEALTH INSURANCE	3,956.57	45,336.94	54,500.00	9,163.06	83.2
02-70-5070-00 WORKMEN'S COMPENSATION	.00	7,500.00	7,500.00	.00	100.0
02-70-6010-00 UTILITIES	13,784.31	180,189.49	165,000.00 (	15,189.49)	109.2
02-70-6510-00 TELEPHONE	698.16	7,643.77	6,500.00 (	1,143.77)	117.6
02-70-6511-00 TRAINING	.00	1,332.13	3,000.00	1,667.87	44.4
02-70-6518-00 CLEANING SUPPLIES	143.58	1,079.62	1,500.00	420.38	72.0
02-70-6522-00 INSURANCE	.00	20,901.50	26,000.00	5,098.50	80.4
02-70-6524-00 GAS AND OIL	890.29	11,346.37	14,500.00	3,153.63	78.3
02-70-6526-00 OPERATING SUPPLIES	702.14	140,149.19	130,000.00 (	10,149.19)	107.8
02-70-6527-00 SUPPLIES-SAFETY EQPT.	90.86	479.26	3,400.00	2,920.74	14.1
02-70-6544-01 METER UPGRADE	.00	87,932.35	95,000.00	7,067.65	92.6
02-70-6544-02 TOOLS	8.09	4,277.07	4,700.00	422.93	91.0
02-70-6544-07 TESTING EQUIPMENT	.00	.00	4,000.00	4,000.00	.0
02-70-6544-08 VEHICLE-PURCHASE	.00	18,079.61	18,500.00	420.39	97.7
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	9,044.29	15,000.00	5,955.71	60.3
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	561.77	9,152.13	20,000.00	10,847.87	45.8
02-70-7020-00 REPAIRS & MAINTENANCE	366.06	42,058.27	80,000.00	37,941.73	52.6
02-70-7022-00 VEHICLE REPAIRS	.00	3,596.81	4,000.00	403.19	89.9
02-70-7030-00 PURCHASED WATER	.00	4,376.20	.00 (	4,376.20)	.0
02-70-7035-00 WATER ASSESSMENT	.00	88,706.23	96,000.00	7,293.77	92.4
02-70-7090-00 INSURANCE DEDUCTIBLES	.00	500.00	2,000.00	1,500.00	25.0
02-70-8012-00 PROFESSIONAL SERVICES	20,225.38	45,714.81	62,000.00	16,285.19	73.7
TOTAL OPERATIONS - WATER FUND	58,647.69	943,960.93	1,441,700.00	497,739.07	65.5
<u>TRANSFERS OUT</u>					
02-80-7051-00 TRANSFER TO OTHER FUNDS	86,214.42	86,214.42	90,000.00	3,785.58	95.8
TOTAL TRANSFERS OUT	86,214.42	86,214.42	90,000.00	3,785.58	95.8
TOTAL FUND EXPENDITURES	157,275.92	2,629,001.05	3,158,500.00	529,498.95	83.2
NET REVENUE OVER EXPENDITURES	219,550.73	2,247,367.46 (	1,166,200.00 ) (	3,413,567.46)	192.7

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2014

SEWER FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
<u>SOURCE 00</u>					
03-00-4310-00 SEWER CHARGES	132,512.60	1,548,929.50	1,230,000.00	(318,929.50)	125.9
03-00-4320-00 SEWER TAP FEES	7,200.00	459,900.00	.00	(459,900.00)	.0
03-00-4330-00 MISCELLANEOUS	1,200.00	75,366.81	7,500.00	(67,866.81)	1004.9
03-00-4610-00 EARNINGS ON INVESTMENTS	(2,183.75)	44,127.45	30,000.00	(14,127.45)	147.1
TOTAL SOURCE 00	<u>138,728.85</u>	<u>2,128,323.76</u>	<u>1,267,500.00</u>	<u>(860,823.76)</u>	<u>167.9</u>
 TOTAL FUND REVENUE	 <u>138,728.85</u>	 <u>2,128,323.76</u>	 <u>1,267,500.00</u>	 <u>(860,823.76)</u>	 <u>167.9</u>

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2014

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PERSONNEL</u>					
03-25-5010-00 SALARIES	4,445.06	55,492.89	57,400.00	1,907.11	96.7
03-25-5010-03 OVERTIME	.00	101.01	500.00	398.99	20.2
03-25-5015-00 PART-TIME SALARIES	285.56	1,848.95	3,700.00	1,851.05	50.0
03-25-5020-00 JANITORIAL SALARIES	216.67	2,600.00	2,600.00	.00	100.0
03-25-5025-00 MANAGER SALARIES	3,587.30	46,634.90	47,800.00	1,165.10	97.6
03-25-5050-00 PAYROLL TAXES	383.22	7,264.40	8,400.00	1,135.60	86.5
03-25-5060-00 RETIREMENT FUND	581.99	8,034.17	8,100.00	65.83	99.2
03-25-5065-00 HEALTH INSURANCE	1,991.03	23,471.77	29,000.00	5,528.23	80.9
03-25-5070-00 WORKMEN'S COMPENSATION	.00	400.00	400.00	.00	100.0
03-25-6010-00 UTILITIES - TOWN HALL	367.83	4,583.74	4,200.00 (	383.74)	109.1
03-25-6505-00 OFFICE EXPENSES	262.57	3,591.16	4,200.00 (	608.84	85.5
03-25-6506-00 UTILITY BILL MAILING	326.59	3,811.43	3,500.00 (	311.43)	108.9
03-25-6510-00 TELEPHONE	228.32	1,584.68	1,900.00	315.32	83.4
03-25-6511-00 TRAINING & MEETINGS	.00	.00	1,000.00	1,000.00	.0
03-25-6515-00 DUES & SUBSCRIPTIONS	.00	204.41	500.00	295.59	40.9
03-25-6518-00 CLEANING SUPPLIES	.00	887.16	900.00	12.84	98.6
03-25-6520-00 MILEAGE & EXPENSES	400.00	400.00	800.00	400.00	50.0
03-25-6522-00 INSURANCE & BONDS	.00	6,000.00	7,400.00	1,400.00	81.1
03-25-6544-02 COMPUTER SOFTWARE	.00	4,031.41	6,000.00	1,968.59	67.2
03-25-6544-04 CAPITAL OUTLAY - COMPUTER	.00	610.36	1,200.00	589.64	50.9
03-25-6544-07 MISCELLANEOUS OFFICE	.00	195.93	400.00	204.07	49.0
03-25-7020-00 REPAIR & MAINTENANCE	.00	639.10	1,100.00	460.90	58.1
03-25-8010-00 AUDIT	.00	7,000.00	7,000.00	.00	100.0
03-25-8012-00 PROFESSIONAL SERVICES	392.62	4,963.71	6,500.00	1,536.29	76.4
03-25-8014-00 LEGAL	62.00	17,608.25	30,000.00	12,391.75	58.7
03-25-8016-00 SALARY STUDY	.00	.00	800.00	800.00	.0
03-25-8017-00 PROFESSIONAL SERVICES - ENG.	2,096.68	73,746.57	95,000.00	21,253.43	77.6
TOTAL PERSONNEL	15,627.44	275,706.00	330,300.00	54,594.00	83.5

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2014

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS - SEWER FUND</u>					
03-70-5010-00 SALARIES	18,076.36	220,675.43	228,700.00	8,024.57	96.5
03-70-5010-03 OVERTIME PAY	113.61	7,583.77	10,000.00	2,416.23	75.8
03-70-5050-00 PAYROLL TAXES	1,307.14	16,980.96	18,300.00	1,319.04	92.8
03-70-5060-00 RETIREMENT FUND	920.21	11,390.72	13,700.00	2,309.28	83.1
03-70-5065-00 HEALTH INSURANCE	4,811.76	55,040.74	65,300.00	10,259.26	84.3
03-70-5070-00 WORKMEN'S COMPENSATION	.00	6,994.24	6,000.00 (	994.24)	116.6
03-70-6010-00 UTILITIES	23,902.49	228,259.17	200,000.00 (	28,259.17)	114.1
03-70-6510-00 TELEPHONE	468.30	5,010.51	5,200.00	189.49	96.4
03-70-6511-00 TRAINING	.00	1,320.00	2,000.00	680.00	66.0
03-70-6518-00 CLEANING SUPPLIES	140.46	1,076.45	1,200.00	123.55	89.7
03-70-6522-00 INSURANCE	.00	22,791.50	26,600.00	3,808.50	85.7
03-70-6524-00 GAS AND OIL	1,023.37	13,015.22	14,500.00	1,484.78	89.8
03-70-6526-00 OPERATING SUPPLIES	7,067.92	95,876.11	98,000.00	2,123.89	97.8
03-70-6527-00 SUPPLIES-SAFETY EQPT.	90.85	469.94	3,500.00	3,030.06	13.4
03-70-6544-02 TOOLS	.00	3,939.98	3,500.00 (	439.98)	112.6
03-70-6544-03 VEHICLE	.00	18,170.60	18,500.00	329.40	98.2
03-70-6544-04 MANHOLE INSTALLATION	.00	504.27	10,000.00	9,495.73	5.0
03-70-6544-10 SEWERLINE REPLACEMENT	.00	.00	30,000.00	30,000.00	.0
03-70-6544-16 INSTRUMENTATION UPGRADES	.00	.00	30,000.00	30,000.00	.0
03-70-6544-22 WASTEWATER EXPANSION PROJECT	187,590.54	1,299,068.49	1,312,000.00	12,931.51	99.0
03-70-7015-00 REPAIRS AND MAINTENANCE	23,770.50	68,909.37	80,000.00	11,090.63	86.1
03-70-7020-00 R & M MAINS	3.99	16,262.12	20,000.00	3,737.88	81.3
03-70-7022-00 VEHICLE REPAIRS	.00	3,121.27	3,700.00	578.73	84.4
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	500.00	3,000.00	2,500.00	16.7
03-70-8012-00 PROFESSIONAL SERVICES	1,240.38	26,336.85	26,000.00 (	336.85)	101.3
TOTAL OPERATIONS - SEWER FUND	270,527.88	2,123,297.71	2,262,700.00	139,402.29	93.8
TOTAL FUND EXPENDITURES	286,155.32	2,399,003.71	2,593,000.00	193,996.29	92.5
NET REVENUE OVER EXPENDITURES	(147,426.47)	(270,679.95)	(1,325,500.00)	(1,054,820.05)	(20.4)

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2014

CONSERVATION TRUST

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
<u>SOURCE 00</u>					
05-00-4070-00 COLORADO LOTTERY	12,137.46	60,587.43	50,000.00 (	10,587.43)	121.2
05-00-4110-00 PARK FEES	6,000.00	148,500.00	62,500.00 (	86,000.00)	237.6
05-00-4130-00 LARIMER COUNTY USE TAX	8,239.93	79,410.21	45,000.00 (	34,410.21)	176.5
05-00-4330-00 OTHER	926.66	13,918.42	1,000.00 (	12,918.42)	1391.8
05-00-4610-00 CT-EARNINGS ON INVEST.	522.21	3,255.70	5,000.00	1,744.30	65.1
TOTAL SOURCE 00	<u>27,826.26</u>	<u>305,671.76</u>	<u>163,500.00 (</u>	<u>142,171.76)</u>	<u>187.0</u>
TOTAL FUND REVENUE	<u>27,826.26</u>	<u>305,671.76</u>	<u>163,500.00 (</u>	<u>142,171.76)</u>	<u>187.0</u>

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2014

CONSERVATION TRUST

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 70</u>					
05-70-6533-00 TREE TRIMMING	.00	4,200.00	4,000.00 (	200.00)	105.0
05-70-6544-00 PARK EQPT. & IMPROVEMENTS	.00	3,155.81	3,000.00 (	155.81)	105.2
05-70-6544-01 CAPITAL - TREES	.00	.00	7,000.00	7,000.00	.0
05-70-6544-04 LAWN MOWER	.00	20,814.27	22,000.00	1,185.73	94.6
05-70-6545-00 EDDIE ARAGON PARK	.00	1,211.16	2,500.00	1,288.84	48.5
05-70-6546-00 SUNRISE PARK	.00	1,782.97	2,500.00	717.03	71.3
05-70-6547-00 PARISH PARK	.00	74,877.22	110,000.00	35,122.78	68.1
05-70-6548-00 HAYS PARK	.00	1,372.45	2,500.00	1,127.55	54.9
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	1,275.59	2,500.00	1,224.41	51.0
05-70-6551-00 JOHNSTOWN LAKE PARK	.00	2,612.97	2,500.00 (	112.97)	104.5
05-70-6553-00 CLEARVIEW PARK	.00	1,455.53	2,500.00	1,044.47	58.2
05-70-7020-00 REPAIR & MAINT.	18.25	1,204.32	2,000.00	795.68	60.2
05-70-8012-00 PROFESSIONAL SERVICES	.00	.00	300.00	300.00	.0
TOTAL DEPARTMENT 70	18.25	113,962.29	165,800.00	51,837.71	68.7
<u>DEPARTMENT 80</u>					
05-80-7020-00 SCHOOL/PARK SITE REIMB.	11,492.64	11,492.64	15,000.00	3,507.36	76.6
TOTAL DEPARTMENT 80	11,492.64	11,492.64	15,000.00	3,507.36	76.6
TOTAL FUND EXPENDITURES	11,510.89	125,454.93	180,800.00	55,345.07	69.4
NET REVENUE OVER EXPENDITURES	16,315.37	180,216.83 (	17,300.00 ) (	197,516.83)	1041.7

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2014

CONTINGENT FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
<u>SOURCE 00</u>					
06-00-4110-00 TRANSFER FROM GENERAL FUND	.00	225,000.00	225,000.00	.00	100.0
06-00-4330-00 OTHER	.00	40,520.40	.00 (	40,520.40)	.0
06-00-4610-00 CF-EARNINGS ON INVESTMENTS	127.32	1,064.73	900.00 (	164.73)	118.3
TOTAL SOURCE 00	<u>127.32</u>	<u>266,585.13</u>	<u>225,900.00 (</u>	<u>40,685.13)</u>	<u>118.0</u>
TOTAL FUND REVENUE	<u>127.32</u>	<u>266,585.13</u>	<u>225,900.00 (</u>	<u>40,685.13)</u>	<u>118.0</u>

CITY OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2014

CONTINGENT FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>DEPARTMENT 70</u>					
06-70-6544-00 TRANSFER TO BANK FUND	.00	3,591.14	929,700.00	926,108.86	.4
TOTAL DEPARTMENT 70	.00	3,591.14	929,700.00	926,108.86	.4
TOTAL FUND EXPENDITURES	.00	3,591.14	929,700.00	926,108.86	.4
NET REVENUE OVER EXPENDITURES	127.32	262,993.99	(703,800.00)	(966,793.99)	37.4

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2014

CEMETERY FUND

<u>SOURCE 00</u>	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
07-00-4310-00 CEMETERY LOTS AND CARE	99.00	2,056.50	2,800.00	743.50	73.5
07-00-4610-00 CP-EARNINGS ON INVESTMENTS	7.40	80.75	200.00	119.25	40.4
TOTAL SOURCE 00	<u>106.40</u>	<u>2,137.25</u>	<u>3,000.00</u>	<u>862.75</u>	<u>71.2</u>
TOTAL FUND REVENUE	<u>106.40</u>	<u>2,137.25</u>	<u>3,000.00</u>	<u>862.75</u>	<u>71.2</u>
NET REVENUE OVER EXPENDITURES	<u><u>106.40</u></u>	<u><u>2,137.25</u></u>	<u><u>3,000.00</u></u>	<u><u>862.75</u></u>	<u><u>71.2</u></u>

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2014

EQUIPMENT REPLACEMENT FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
<u>SOURCE 00</u>					
09-00-4110-00 TRANSFER FROM GENERAL FUND	375,000.00	375,000.00	375,000.00	.00	100.0
09-00-4330-00 MISCELLANEOUS REVENUE	.00	27,185.75	.00	(27,185.75)	.0
09-00-4610-00 EARNINGS ON INVESTMENTS	3,575.34	3,686.78	3,000.00	(686.78)	122.9
TOTAL SOURCE 00	<u>378,575.34</u>	<u>405,872.53</u>	<u>378,000.00</u>	<u>(27,872.53)</u>	<u>107.4</u>
TOTAL FUND REVENUE	<u>378,575.34</u>	<u>405,872.53</u>	<u>378,000.00</u>	<u>(27,872.53)</u>	<u>107.4</u>

CITY OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2014

EQUIPMENT REPLACEMENT FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>DEPARTMENT 70</u>					
09-70-6544-02 EQUIPMENT PURCHASE	.00	.00	12,000.00	12,000.00	.0
09-70-6544-03 GRADER ROLL OVER	.00	17,500.00	18,000.00	500.00	97.2
09-70-6544-04 POLICE VEHICLE	.00	81,373.26	84,000.00	2,626.74	96.9
TOTAL DEPARTMENT 70	<u>.00</u>	<u>98,873.26</u>	<u>114,000.00</u>	<u>15,126.74</u>	<u>86.7</u>
TOTAL FUND EXPENDITURES	<u>.00</u>	<u>98,873.26</u>	<u>114,000.00</u>	<u>15,126.74</u>	<u>86.7</u>
NET REVENUE OVER EXPENDITURES	<u>378,575.34</u>	<u>306,999.27</u>	<u>264,000.00</u>	<u>(42,999.27)</u>	<u>116.3</u>

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2014

DRAINAGE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SOURCE 00</u>					
11-00-4110-00 DRAINAGE FEES	30,455.00	400,280.41	300,000.00	(100,280.41)	133.4
11-00-4610-00 EARNINGS ON INVESTMENTS	(76.23)	5,752.58	8,000.00	2,247.42	71.9
 TOTAL SOURCE 00	30,378.77	406,032.99	308,000.00	(98,032.99)	131.8
 TOTAL FUND REVENUE	30,378.77	406,032.99	308,000.00	(98,032.99)	131.8

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2014

DRAINAGE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
11-25-5010-00 CLERICAL SALARIES	1,344.66	18,453.33	17,500.00 (	953.33)	105.5
11-25-5010-03 OVERTIME	.00	64.37	100.00	35.63	64.4
11-25-5011-00 PART TIME OFFICE	285.56	1,848.95	3,700.00	1,851.05	50.0
11-25-5025-00 MANAGER	1,848.02	24,024.26	24,400.00	375.74	98.5
11-25-5050-00 PAYROLL TAXES	144.26	2,983.67	3,600.00	616.33	82.9
11-25-5060-00 RETIREMENT FUND	207.89	2,945.27	3,300.00	354.73	89.3
11-25-5065-00 HEALTH INSURANCE	854.42	10,231.69	12,100.00	1,868.31	84.6
11-25-5070-00 WORKMAN'S COMPENSATION	.00	400.00	400.00	.00	100.0
11-25-6010-00 UTILITIES	1,345.34	1,800.00	1,800.00	.00	100.0
11-25-6505-00 OFFICE SUPPLIES	.00	950.06	1,000.00	49.94	95.0
11-25-6506-00 UTILITY BILL MAILING	326.59	3,811.29	3,700.00 (	111.29)	103.0
11-25-6510-00 TELEPHONE	.00	.00	700.00	700.00	.0
11-25-6522-00 INSURANCE AND BONDS	.00	2,300.00	2,300.00	.00	100.0
11-25-6544-04 COMPUTER SOFTWARE	.00	4,310.31	6,000.00	1,689.69	71.8
11-25-6544-05 COMPUTER	.00	.00	500.00	500.00	.0
11-25-7020-00 MAINTENANCE AND REPAIRS	.00	410.99	500.00	89.01	82.2
11-25-8010-00 AUDIT	.00	2,200.00	2,200.00	.00	100.0
11-25-8012-00 COMPUTER PROF. SERVICES	.00	3,000.00	3,000.00	.00	100.0
11-25-8014-00 LEGAL	.00	15.50	2,000.00	1,984.50	.8
11-25-8017-00 PROFESSIONAL SERVICES	.00	216.67	1,500.00	1,283.33	14.4
TOTAL ADMINISTRATION	6,356.74	79,966.36	90,300.00	10,333.64	88.6
<u>OPERATIONS</u>					
11-70-5010-00 SALARIES	3,629.97	39,650.09	47,400.00	7,749.91	83.7
11-70-5010-03 OVERTIME	.00	563.54	500.00 (	63.54)	112.7
11-70-5050-00 PAYROLL TAXES	255.04	2,975.27	4,000.00	1,024.73	74.4
11-70-5060-00 RETIREMENT FUND	236.64	2,420.31	3,700.00	1,279.69	65.4
11-70-5065-00 HEALTH INSURANCE	771.98	8,752.70	14,200.00	5,447.30	61.6
11-70-5070-00 WORKMEN'S COMPENSATION	.00	878.94	1,200.00	321.06	73.3
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	4,400.00	4,400.00	.00	100.0
11-70-6524-00 GAS & OIL	.00	2,100.00	2,100.00	.00	100.0
11-70-6526-00 OPERATING SUPPLIES	.00	470.40	1,000.00	529.60	47.0
11-70-6544-06 INFRASTRUCTURE REPAIR	.00	.00	20,000.00	20,000.00	.0
11-70-7020-00 REPAIR & MAINTENANCE	.00	1,482.75	4,000.00	2,517.25	37.1
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	12,940.75	30,000.00	17,059.25	43.1
11-70-9010-00 CONSTRUCTION	.00	82,500.00	82,500.00	.00	100.0
11-70-9450-00 INTEREST PAYMENT	.00	353,800.00	353,800.00	.00	100.0
TOTAL OPERATIONS	4,893.63	512,934.75	590,800.00	77,865.25	86.8
TOTAL FUND EXPENDITURES	11,250.37	592,901.11	681,100.00	88,198.89	87.1

CITY OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2014

DRAINAGE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	19,128.40	(186,868.12)	373,100.00	(186,231.88)	(50.1)

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2014

PAVING FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
<u>SOURCE 00</u>					
12-00-4110-00 PAVING FEES	.00	850.00	.00	(850.00)	.0
12-00-4610-00 EARNINGS ON INVESTEMENTS	.27	2.76	.00	(2.76)	.0
TOTAL SOURCE 00	<u>.27</u>	<u>852.76</u>	<u>.00</u>	<u>(852.76)</u>	<u>.0</u>
 TOTAL FUND REVENUE	 <u>.27</u>	 <u>852.76</u>	 <u>.00</u>	 <u>(852.76)</u>	 <u>.0</u>

CITY OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2014

PAVING FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>DEPARTMENT 80</u>					
12-80-7050-00 TRANSFER CAPITAL PROJECTS FUND	.00	3,800.00	3,800.00	.00	100.0
TOTAL DEPARTMENT 80	.00	3,800.00	3,800.00	.00	100.0
TOTAL FUND EXPENDITURES	.00	3,800.00	3,800.00	.00	100.0
NET REVENUE OVER EXPENDITURES	.27	(2,947.24)	(3,800.00)	(852.76)	(77.6)

CITY OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2014

LIBRARY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 00</u>					
14-00-5010-00 LIBRARY- SALARIES	17,897.97	234,854.62	300,000.00	65,145.38	78.3
14-00-5050-00 LIBRARY-PAYROLL TAXES	1,343.52	17,658.25	24,400.00	6,741.75	72.4
14-00-5065-00 HEALTH INS.	1,602.27	19,227.24	25,000.00	5,772.76	76.9
14-00-5070-00 WORKMENS COMPENSATION	.00	1,434.33	600.00	(834.33)	239.1
TOTAL DEPARTMENT 00	<u>20,843.76</u>	<u>273,174.44</u>	<u>350,000.00</u>	<u>76,825.56</u>	<u>78.1</u>
TOTAL FUND EXPENDITURES	<u>20,843.76</u>	<u>273,174.44</u>	<u>350,000.00</u>	<u>76,825.56</u>	<u>78.1</u>
NET REVENUE OVER EXPENDITURES	<u>(20,843.76)</u>	<u>(273,174.44)</u>	<u>(350,000.00)</u>	<u>(76,825.56)</u>	<u>(78.1)</u>

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2014

CAPITAL PROJECTS FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
<u>SOURCE 00</u>					
15-00-4060-00 USE TAX	163,689.34	3,069,526.27	850,000.00	(2,219,526.27)	361.1
15-00-4610-00 EARNINGS ON INVESTMENTS	(348.72)	51,731.35	50,000.00	(1,731.35)	103.5
15-00-4720-00 FROM WATER FUND	42,864.42	42,864.42	45,000.00	2,135.58	95.3
15-00-4810-00 TRANSFER FROM PAVING FUND	.00	3,800.00	3,800.00	.00	100.0
TOTAL SOURCE 00	<u>206,205.04</u>	<u>3,167,922.04</u>	<u>948,800.00</u>	<u>(2,219,122.04)</u>	<u>333.9</u>
TOTAL FUND REVENUE	<u>206,205.04</u>	<u>3,167,922.04</u>	<u>948,800.00</u>	<u>(2,219,122.04)</u>	<u>333.9</u>

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2014

CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 70</u>					
15-70-6544-13 DOWNTOWN CONSTRUCTION	(232,561.24)	484,176.50	1,000,000.00	515,823.50	48.4
15-70-7015-00 ANNUAL OVERLAY	.00	227,044.62	250,000.00	22,955.38	90.8
15-70-7020-00 STREET REPAIR & MAINT.	.00	129,212.23	150,000.00	20,787.77	86.1
15-70-7022-00 ALLEY IMPROVEMENTS	.00	.00	2,000.00	2,000.00	.0
15-70-7035-00 COMMUNITY CENTER IMPROVEMENTS	.00	4,977.49	10,000.00	5,022.51	49.8
15-70-7045-00 STREETLIGHTS	.00	.00	5,000.00	5,000.00	.0
15-70-7047-00 SIGNS	.00	807.36	5,000.00	4,192.64	16.2
15-70-7065-00 SIDEWALK/CURB REPL.	.00	13,846.00	30,000.00	16,154.00	46.2
15-70-7085-00 SHOP IMPROVEMENTS	.00	.00	5,000.00	5,000.00	.0
15-70-7088-00 EMERGENCY WARNING SIREN	.00	27,431.79	35,000.00	7,568.21	78.4
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	1,972.84	31,000.00	29,027.16	6.4
15-70-7143-00 POLICE DEPARTMENT - FENCE	.00	50,160.43	65,000.00	14,839.57	77.2
TOTAL DEPARTMENT 70	(232,561.24)	939,629.26	1,678,000.00	738,370.74	56.0
<u>DEPARTMENT 80</u>					
15-80-7060-00 REBATE	144,605.06	188,512.96	100,000.00	(88,512.96)	188.5
TOTAL DEPARTMENT 80	144,605.06	188,512.96	100,000.00	(88,512.96)	188.5
TOTAL FUND EXPENDITURES	(87,956.18)	1,128,142.22	1,778,000.00	649,857.78	63.5
NET REVENUE OVER EXPENDITURES	294,161.22	2,039,779.82	(829,200.00)	(2,868,979.82)	246.0

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2014

JOHNSON'S CORNER IMP. FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
<u>SOURCE 00</u>					
16-00-4070-00 FROM SALES TAX	8,536.07	100,057.20	89,000.00	(11,057.20)	112.4
16-00-4610-00 EARNINGS ON INVESTMENTS	6.54	19.50	10.00	(9.50)	195.0
TOTAL SOURCE 00	<u>8,542.61</u>	<u>100,076.70</u>	<u>89,010.00</u>	<u>(11,066.70)</u>	<u>112.4</u>
TOTAL FUND REVENUE	<u>8,542.61</u>	<u>100,076.70</u>	<u>89,010.00</u>	<u>(11,066.70)</u>	<u>112.4</u>

CITY OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2014

JOHNSON'S CORNER IMP. FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>DEPARTMENT 70</u>					
16-70-7010-00 CONSTRUCTION	17,000.00	93,700.00	98,010.00	4,310.00	95.6
16-70-7090-00 TOWN OF JOHNSTOWN	899.90	3,594.90	.00	(3,594.90)	.0
TOTAL DEPARTMENT 70	<u>17,899.90</u>	<u>97,294.90</u>	<u>98,010.00</u>	<u>715.10</u>	<u>99.3</u>
TOTAL FUND EXPENDITURES	<u>17,899.90</u>	<u>97,294.90</u>	<u>98,010.00</u>	<u>715.10</u>	<u>99.3</u>
NET REVENUE OVER EXPENDITURES	<u>(9,357.29)</u>	<u>2,781.80</u>	<u>(9,000.00)</u>	<u>(11,781.80)</u>	<u>30.9</u>

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2014

IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SOURCE 00</u>					
17-00-4610-00 EARNINGS ON INVESTMENTS	1,286.49	27,276.74	40,000.00	12,723.26	68.2
TOTAL SOURCE 00	1,286.49	27,276.74	40,000.00	12,723.26	68.2
<u>SOURCE 01</u>					
17-01-4110-01 TRANSPORATION FAC. DEV. FEE	22,145.64	664,301.00	229,000.00 (	435,301.00)	290.1
17-01-4110-02 POLICE FACILTIES DEV. FEE	5,145.00	134,729.12	53,000.00 (	81,729.12)	254.2
17-01-4110-03 PUBLIC FACILITIES DEV. FEE	13,720.32	389,312.32	142,000.00 (	247,312.32)	274.2
17-01-4110-04 PARKS & OPEN SPACE DEV. FEE	13,339.20	327,476.73	138,000.00 (	189,476.73)	237.3
17-01-4110-05 LIBRARY FACILITIES FEE	2,643.48	64,921.54	27,000.00 (	37,921.54)	240.5
17-01-4110-06 TRAFFIC SIGNAL	277.01	7,763.68	5,000.00 (	2,763.68)	155.3
TOTAL SOURCE 01	57,270.65	1,588,504.39	594,000.00 (	994,504.39)	267.4
<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	58,557.14	1,615,764.88	634,000.00 (	981,764.88)	254.9

CITY OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2014

IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 70</u>					
17-70-6544-15 POLICE EQUIPMENT	.00	8,587.79	8,600.00	12.21	99.9
17-70-8016-00 PROFESSIONAL SERVICES	.00	110,760.39	110,000.00 (	760.39)	100.7
17-70-8017-00 PARKS & OPEN - PROFESSIONAL	.00	.00	45,000.00	45,000.00	.0
17-70-8018-00 TRANSPORTATION EXPENDITURES	.00	550.02	955,500.00	954,949.98	.1
TOTAL DEPARTMENT 70	.00	119,898.20	1,119,100.00	999,201.80	10.7
TOTAL FUND EXPENDITURES	.00	119,898.20	1,119,100.00	999,201.80	10.7
NET REVENUE OVER EXPENDITURES	58,557.14	1,495,866.68	(485,100.00)	(1,980,966.68)	308.4

RESOLUTION

No. 2015-02

TOWN OF JOHNSTOWN, COLORADO

RESOLUTION NO. 2015-02

APPROVING A USE BY SPECIAL REVIEW FOR DRILLING OF OIL AND GAS WELLS AND CONSTRUCTION OF A TANK BATTERY/PRODUCTION FACILITY ON PROPERTY KNOWN AS THE WIND FARM FOR SYNERGY RESOURCES CORPORATION ON A PARCEL OF LAND LOCATED ON THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, WELD COUNTY, STATE OF COLORADO

WHEREAS, Synergy Resources Corporation submitted an application for a Use by Special Review to drill and operate oil and gas wells and construct a tank battery/production facility on property known as the Wind Farm, more particularly described as the Southwest 1/4 of Section 17, Township 4 North, Range 67 West of the 6th Principal Meridian, Weld County, State of Colorado; and

WHEREAS, on November 12, 2014, the Planning and Zoning Commission held a public hearing and voted unanimously to recommend approval of the Use by Special Review with conditions; and

WHEREAS, on December 15, 2014, the Town Council held a public hearing concerning Synergy Resources Corporation's application for a Use by Special Review; and

WHEREAS, after considering the Planning and Zoning Commission's recommendations, reviewing the file, and conducting such public hearing, Town Council finds as follows with respect to the said application:

1. The special use will be consistent with the Town of Johnstown's ("Town") current Comprehensive Plan.
2. The special use, with the recommended conditions, will be compatible with existing conforming, surrounding and probable future land uses.
3. The special use will not cause an unreasonable demand on the Town's services.
4. The special use will not unreasonably or adversely affect traffic flow and parking in the surrounding area.
5. Approval of the special use based upon compliance with the conditions will not adversely affect the general public welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO, that Synergy Resources Corporation's application

for a Use by Special Review to drill and operate oil and gas wells and construct a tank battery/production facility on property known as the Wind Farm, more particularly described as the Southwest 1/4 of Section 17, Township 4 North, Range 67 West of the 6th Principal Meridian, Weld County, State of Colorado, is hereby approved subject to the following conditions:

1. Synergy Resources Corporation (hereinafter "Operator") shall comply with Town and State regulations, including, but not limited to, obtaining a building permit and payment of applicable use tax for permanent improvements.
2. The Operator shall only use County Road 44 and the south end of County Road 15 (Telep Avenue) to the access road for heavy equipment and vehicles or else shall be liable for road repairs on Telep Avenue north of the access road.
3. The Operator shall shield and/or direct all lighting sources away from residential, especially to the east.
4. Due to the proximity to residential development, the Operator shall provide noise mitigation prior to drilling, which shall include special mufflers, on-rig screening and noise barriers as approved by the Town.
5. Given the uncertainty of the timing of future development surrounding the well and production facility/tank battery sites, the Operator shall provide for adequate permanent visual screening of the facilities to the east of the drill site in the form of evergreen trees.
6. The Operator shall call for utility locates prior to subgrade work.

PASSED, SIGNED, APPROVED, AND ADOPTED this 21st day of January, 2015.

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
Diana Seele, Town Clerk

By: _____
Mark Romanowski, Mayor

AGENDA ITEM 9A

**SITE
DEVELOPMENT
PLAN
(Panilolo, LLC)
(*Public Hearing)**

*** PUBLIC HEARING PROCEDURE – Site Development Plan for Panilolo, LLC**

1. Open public hearing.
2. Receive information from staff.
3. Ask to hear from anyone who supports the Site Development Plan.
4. Ask to hear from anyone who opposes the Site Development Plan.
5. Close the public hearing.
6. Ask for discussion.
7. Make decision and/or motion from Council.
 - a. Need motion to approve or deny the Site Development Plan.

(SUGGESTED MOTIONS):

For Approval:

I move to approve the Site Development Plan for Panilolo, LLC (subject to the following conditions...).

For Denial:

I move to deny the Site Development Plan for Panilolo, LLC.

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: January 21, 2015

ITEM NUMBER: 9A

SUBJECT: *Public Hearing- Site Development Plan – Panilolo, LLC

ACTION PROPOSED: Consider Approval of Site Development Plan

PRESENTED BY: Mr. John Franklin, Town Planner

AGENDA ITEM DESCRIPTION: The applicant, Panilolo, LLC, represented by Mr. Brentley Prop, has submitted a request for approval of a Site Development Plan for two lots located south of Marketplace Drive and east of I-25 in the Marketplace Subdivision/Johnson’s Corner area. The zoning for this property is PUD Planned Unit Development. Surrounding land uses include the following: north-Marketplace Dr. and RV America sales and service, south-Tarum Family farmstead access road and RV Resort, east-RV Boat and Storage and west - vacant. The parcel slopes to the south and west. The property is currently vacant.

The Site Development Plan encompasses two 2±-acre lots. The proposed use is light industrial. The engineered metal buildings include features designed to “fit” with the design context of the other buildings in the development, accomplished through timbered entry canopy, masonry base, green roof and use of earth tone wall color. The two buildings have the same plan, but employ different wall color and masonry. The site will be landscaped, with a black chain link fence and landscaping proposed around the south portion of each lot, similar to RV Boat and Storage.

The property was annexed as part of the Johnson’s Corner Annexation, and platted as part of Marketplace Subdivision. Water service is to be provided by the Town by way of a 10” water main in Marketplace Drive. The property is in the Low Point Wastewater Treatment Plant service area. The eastern portion of the property is subject to the RV Boatel reimbursement Agreement for a share of water main and street improvements.

On December 10, 2014 Planning and Zoning Commission held a public hearing and voted unanimously to recommend approval of the Site Development Plan–subject to conditions, as follows:

1. Applicant shall work with Town to resolve all comments noted in the correspondence from John Franklin, dated November 26, 2014 prior to Town Council consideration.
2. Applicant shall comply with Johnstown Fire Protection District requirements.
3. Final landscape plans shall be approved by the Town prior to construction.
4. Applicant shall provide pro rata payment of public improvements costs to RV Boatel, LLC, in accordance with the Reimbursement Agreement.
5. No outside storage of materials is permitted until and unless enclosed by a screen fence approved by the Town.
6. Applicant shall execute a Water and Sewer Service Agreement, prepared by the Town Water Attorney to be considered by Town Council with the Final Site Development Plan.

LEGAL ADVICE: N/A

FINANCIAL ADVICE: N/A

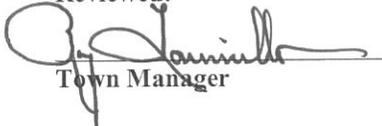
RECOMMENDED ACTION: The Planning and Zoning Commission has recommended approval subject to conditions.

SUGGESTED MOTIONS:

For Approval: I move to approve the Site Development Plan for Panilolo, LLC (subject to the following condition(s)...).

For Denial: I move to deny approval of the Site Development Plan for Panilolo, LLC.

Reviewed:


Town Manager

**PLANNING AND ZONING
COMMISSION**

SUMMARY MINUTES

**SUMMARY MINUTES
PLANNING & ZONING COMMISSION
WEDNESDAY, DECEMBER 10, 2014
COUNCIL CHAMBERS
450 S. PARISH AVE.**

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

A. Final Subdivision Plat – Thompson Crossing II (TC Phase 2, LLC): *Chair Longdo opened the hearing at 7:05. Town Planner Franklin presented the Staff Report and recommendation. The applicant Todd Kurtin briefly discussed the project and answered questions.*

Public Comment:

Cliff Baker, 4635 Tarragon Dr. – The Tarragon connection does not have a basis; why not create an emergency access to the north?

John Skradsky, 4836 Tarragon Dr. – Tarragon is straight and drivers go through there fast. Safety is a major concern if more traffic is added. Why not provide a connection north to Larimer parkway?

Tom Bauer 4629 Tarragon Dr. – Concerned about Tarragon as a through street. Should discuss with neighborhood.

Joe Wynn, Loveland – Traffic will go south on LCR 3 when northbound is backed up.

Directed by Chair Longdo, Town Planner Franklin responded to the Tarragon extension. Tarragon was planned to extend to the east by the original developer, and this was supported by the Town and the Loveland Fire Authority. The emergency access across the railroad would be difficult to convert to a public street due to railroad and Public Utility Commission policies regarding added crossings. Drivers do currently go too fast on Tarragon – the question is not volume of traffic east or west, but how to manage the speed on the straight stretch. The connection in Thompson Crossing II is designed to slow down traffic with a 't' intersection to the east, a curving road west and a speed table at the west end. A speed table and other options within the existing roadway could be considered. Staff will be happy to discuss again with the HOA Board and the neighbors.

Chair Longdo closed the hearing at 7:43 p.m. and called for discussion and a motion. Motion by Commissioner Montez, seconded by Commissioner Terasa to recommend approval with conditions as recommended by the Town Planner plus the condition that staff research a possible crossing of the railroad, and also research how to best manage speed in the existing roadway. Unanimous

B. Site Development Plan - Lots 1 and 2, Replat of Lot 3, Replat of Lot 3, Great Colorado

Marketplace Subdivision, Amended (Panilolo, LLC): *Chair Longdo opened the hearing at 7:55 p.m. Town Planner Franklin presented the Staff Report and recommendation. The applicant, Brentley Prop of Panilolo, LLC briefly discussed the application and answered questions. Mr. Prop said that the elevations will be revised to include dark green roof, timber and stone entry feature and that the two buildings would have different wall color and stone wainscot.*

Commissioner comments:

Do you have tenants? (A National diesel repair facility for one of the two buildings)

The elevation drawings have an incorrect label. (The drawings are from 100 Gateway Circle and will be revised)

There was no public comment.

Chair Longdo closed the hearing at 8:00 p.m. and called for discussion and questions. Motion by Commissioner Montez, seconded by Commissioner Tepper to recommend approval with conditions as recommended by the Town Planner. Unanimous.

5. NEW BUSINESS:

A. Approval of Minutes of November 12, 2014: *Motion by Commissioner Terasa, seconded by Commissioner Tepper to approve as presented. Unanimous.*

B. Referrals: *No referrals.*

C. Update to Town-wide Design Guidelines for Oil and Gas Facilities: *Town Planner Franklin stated that the draft guidelines were being discussed with applicants of certain properties. A public hearing will be scheduled in January 2015 to consider the Guidelines and make a recommendation to Town Council.*

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

A. Recent Town Council Actions (Attachment)

B. Applications in Review (Attachment)

C. Project and Program Updates

D. Land Use Liability Webinar (if time permits): *January 14, 2015 will likely be a worksession only.*

7. COMMISSIONERS' ITEMS: *The Commissioners asked about the cancellation of the Holiday Party, and suggested the funds saved be given to a charity.*

8. ADJOURN: *Chair Longdo adjourned the meeting at 8:12 p.m.*

Respectfully submitted by John Franklin as Secretary to the Commission.

**STAFF REPORT
TO
PLANNING AND ZONING
COMMISSION**

MEMORANDUM

TO: Johnstown Planning and Zoning Commission
FROM: John Franklin, Town Planner *JF*
DATE: For December 10, 2014
SUBJECT: Site Development Plan - Lots 1 and 2, Replat of Lot 3, Replat of Lot 3, Great Colorado Marketplace Subdivision, Amended

PROPERTY DATA:

Applicant: Panilolo, LLC
Owner: Same
Location: South of Marketplace Dr. and approx. 600' east of I-25 East Frontage Road
Property Size: 2± acres per lot
Current Zoning: Planned Unit Development
Current Land Use(s): Vacant
Surrounding Land Uses: North: Marketplace Dr., RV America
South: RV Resort
East: RV Boat & Storage
West: Vacant
Comprehensive Plan Designation: Employment

Summary of Request:

Overall Plan: The applicant proposes to construct two 11,400±sf light industrial office/warehouse buildings with fenced rear yard, paved drives and landscaping on 2-acre lots.

Building Design and Materials: The proposed buildings are steel frame with metal roof and metal and stone walls.

Access, Traffic, Parking and Loading: Access to the property is from Marketplace Dr., a commercial street. There are six off-street parking spaces in front of the offices including a handicap space. Additional parking is available in the rear yard.

Water/Sewer/Stormwater: Town water and sanitary sewer is available to the site. Stormwater flows to a privately maintained detention pond.

Lighting: External lighting is wall-mounted ("wall-pack"). The lighting must be shielded to limit glare. No yard lighting is proposed.

Landscaping: The Town Landscape Standards require a minimum of 20% of the lot area to be landscaped, including landscape screening around the vehicle yards south of the buildings. Right of way is to be landscaped as well. Landscaping will comply with Town standards and specifications.

Fencing and Screening: According to the applicant, the rear yards are to be used for vehicles and not materials storage. A chain link fence and landscaping is proposed for screening.

Signage: No signs are proposed at this time. All signs shall conform to Town Sign Code.

Fire Protection: The Johnstown Fire Protection District has reviewed access and hydrant placement.

Attachments: Site development plan, referrals.

Municipal Code Review Provisions: PUD Site Development Plan requirements are attached.

Referral Responses: Please see attached comments, and the applicant's response.

Technical Analysis

Building and site design - The building is similar in appearance to the other buildings in this development, except for a green standing seam roof and timber/stone entry feature. The applicant has proposed similar features in his response to comments. The Commission should carefully consider how the proposed buildings will fit in with the other, existing buildings on Marketplace Drive.

Landscaping - Acceptable with some revisions to the plan. The final plan is subject to Town approval prior to construction.

Off-street parking and drives – No additional off-street parking is needed. Driveways and aprons are paved as required. Town permits for driveways and street cuts will be required.

Fencing – Provided that the rear yards are used only for vehicles, and are not used for material storage, the proposed chain link and vegetation are acceptable. Material storage will require a solid screen fence, approved by Town staff.

Marketplace Drive improvement costs reimbursement. – The property is responsible for payment of a portion of sanitary sewer and street improvements costs to RV Boatel, LLC.

Staff Recommendation: In consideration of the above, staff recommends approval of the Panilolo Industrial Buildings Site Development Plans, subject to conditions:

1. Applicant shall work with Town to resolve all comments noted in the correspondence from John Franklin, dated November 26, 2014 prior to Town Council consideration.
2. Applicant shall comply with Johnstown Fire Protection District requirements.
3. Final landscape plans shall be approved by the Town prior to construction.

4. Applicant shall provide pro rata payment of public improvements costs to RV Boatel, LLC, in accordance with the Reimbursement Agreement.
5. No outside storage of materials is permitted until and unless enclosed by a screen fence approved by the Town.
6. Applicant shall execute a Water and Sewer Service Agreement, prepared by the Town Water Attorney to be considered by Town Council with the Final Site Development Plan.

Planning Commission Action

Recommendation for approval: “I move that the Commission recommend approval of the Site Development Plans for Lots 1 and 2, Replat of Lot 3, Replat of Lot 3, Great Colorado Marketplace Subdivision, Amended”

Or,

Recommendation for approval with conditions: “I move that the Commission recommend approval of the Site Development Plan for Lots 1 and 2, Replat of Lot 3, Replat of Lot 3, Great Colorado Marketplace Subdivision, Amended with the following condition(s):

- a. _____
 - b. _____
- etc. “

Or,

Recommend denial: “I move that the Commission recommend that the Site Development Plan for Lots 1 and 2, Replat of Lot 3, Replat of Lot 3, Great Colorado Marketplace Subdivision, Amended be denied for the following reasons:

- a. _____;
 - b. _____;
- etc. “

APPLICATION

Town of

Johnstown

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

COMMUNITY DEVELOPMENT APPLICATION

Date: October 10, 2014

Project Name: Panilolo, LLC Industrial Buildings

Application is for: Annexation Zoning Subdivision USR Cond. Use Other Final Site Development Plans

Landowner: Panilolo, LLC

Address:

Telephone: 970-999-5551

Authorized Applicant/Representative: Mark Morrison, PE, PLS Group LLC

Address: 6843 North Franklin Avenue, Loveland, CO 80538

Telephone: 970-669-2100; Fax Number: 970-669-3652; E-Mail: mmorisson@plsgroupllc.net

Landowner Authorization:

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



Signature of Landowner
Panilolo, LLC

Signature of Landowner

STATE OF COLORADO)
)ss
COUNTY OF)

The foregoing application was subscribed and sworn to before me this _____ day of _____, A.D.,
_____, by _____.

Witness my hand and official seal.

My commission expires: _____

Notary Public

SITE DEVELOPMENT PLAN

Panilolo, LLC Site development Plans

Created by Larimer County using data from multiple sources. Larimer County makes no warranty as to the accuracy of this product. This map may not reflect recent updates prior to the date of printing.



Printed: 12/2/14



100 m
300 ft

LANDSCAPING & BUFFER NOTES:

LANDSCAPE REQUIREMENTS
 TOTAL SITE AREA: 174,240 sf
 *20% of Total Site Area to be Landscaped = 34,848 sf
 *1 Tree & 5 Shrubs per 250 sf Landscaped for a landscaped site (substitute 1 Tree for 10 shrubs)

BUFFER REQUIREMENTS
 *1 Tree & 5 Shrubs per 500 sf Landscaped Buffer Requirement (substitute 1 Tree for 10 shrubs)
 *70 Trees & 350 Shrubs Needed (or 105 Trees)
 *177 Trees and 584 shrubs provided (Buffer Requirement will be met through Landscaping Requirement)

1. Acceptable Tree species to use on-site are as follows (common names):
 a. Western Catalpa
 b. Bur Oak
 c. Autumn Purple Ash
 d. Falkgold Ash
 e. Hackberry
 f. Austrian Pine
 g. Blue Spruce
 h. Pinon Pine
 i. Fenderosa Pine
 j. Thornless Cockspur Hawthorn
 k. Scotch Pine
 l. Cottonwood

2. Acceptable Shrub species to use on-site are as follows (common names):
 a. Russian Sage
 b. Sand Dogwood
 c. Cutleaf Sunac
 d. Gre-low Sunac
 e. Alibonwood Potentilla
 f. Hedges Juniper
 g. Buffalo Juniper
 h. Calgary Carpet Juniper
 i. Wichita Blue Juniper

UTILITY NOTES:

1. The Developer shall coordinate and cooperate with the local entity, and all utility companies involved with regard to relocations, adjustments, extensions, and arrangements of existing utilities during construction, and to ensure that the work is accomplished in a timely fashion and with a minimum disruption of service. The Developer shall be responsible for contacting, in advance, all parties affected by any disruption of any utility service as well as the utility companies.

2. A State Construction Dewatering Wastewater Discharge Permit is required if dewatering is required in order to install utilities or waste to be discharged into a storm sewer, channel, irrigation ditch or any water of the United States.

3. The Developer is responsible for field locating and verifying elevations of all existing utilities and flowlines shown on the plans. In the event of utility crossings, use an 18-inch vertical separation shall be used.
 a. Utility Notification Center of Colorado 1-800-622-1987
 for the marking of underground member utilities at least 2-business days in advance before digging, grading, or excavating.

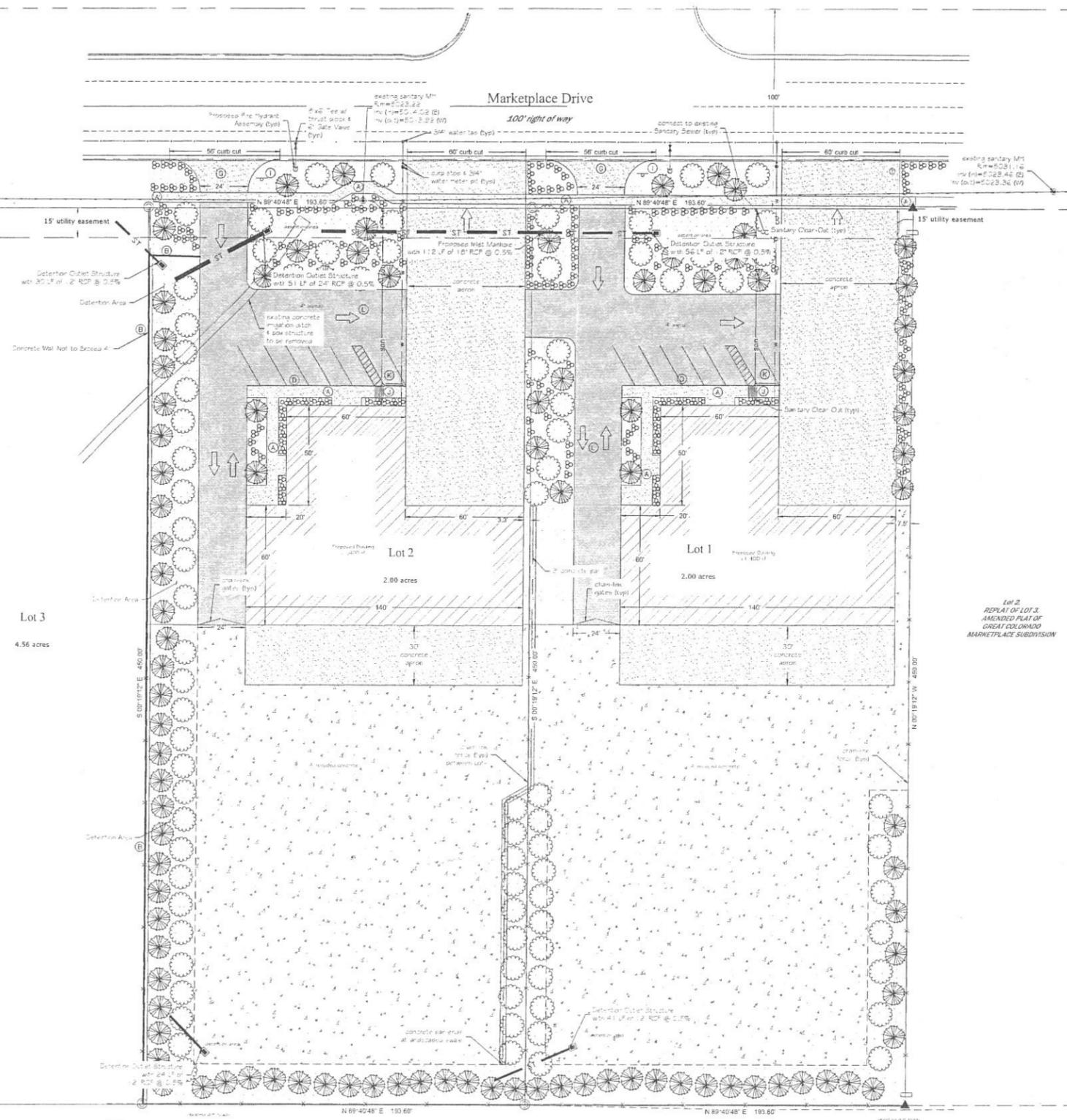
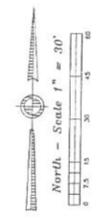
4. Maintain a minimum of 10-foot horizontal clear distance separation between water and sanitary sewer mains and services. Water mains and services are to be located 18-inches minimum above the Sanitary Sewer main or service.

5. All water mains, fire hydrant lines, and services shall have a minimum cover of 5-foot and a maximum cover of 6-foot unless otherwise noted.

6. Water services shall be Type 'K' Copper.

7. Sanitary services shall be PVC SDR 35 Pipe.

8. All backflow prevention shall be provided in accordance with the Colorado Cross-Connection Control Manual, latest edition, and as required necessary by the Town of Johnstown Public Utilities Department. All backflow assemblies must be tested upon installation and just prior to end of warranty period. Owner shall be responsible for testing each year thereafter.



LEGEND

NO. PARKING STALLS
 NO. OF ADA PARKING STALLS

PROPERTY LINE/RIGHT-OF-WAY
 PROPOSED/EXISTING SANITARY SEWER
 PROPOSED/EXISTING WATER
 PROPOSED/EXISTING POWER
 PROPOSED/EXISTING GAS
 EXISTING TELECOMMUNICATION LINE
 STORM SEWER - PROPOSED / EXISTING

FENCE LINE

LANDSCAPED AREA (NATIVE GRASS MIX)
 NEW CONCRETE SECTION
 NEW ASPHALT PAVING
 4" RECYCLED ASPHALT
 NEW BUILDING

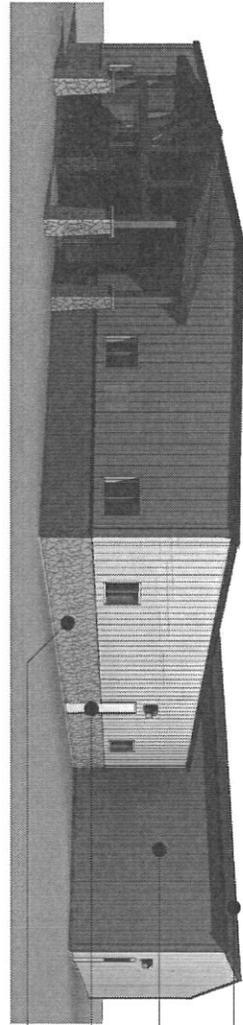
DECIDUOUS TREE
 CONIFEROUS TREE
 SHRUBS

NEW SIDEWALK
 CMU WALL WITH MAX HEIGHT OF 4'
 ADA RAMP W/ TRUNCATED DOME PLATES
 NEW OUT-FALL CURB
 NEW IN-FALL CURB
 TRANSITION FROM INFALL TO OUTFALL CURB
 8" CONCRETE APPROACH CROSSPAN
 3" CONCRETE VALLEY PAN
 NEW STOP SIGN
 6" TO 0" VERTICAL CURB TRANSITION
 HANDICAP STALL SIGNAGE R7-BA AND R7-B7 MOUNTED ON BUILDING OR POST
 TRAFFIC FLOW DIRECTION ARROW

GENERAL NOTES

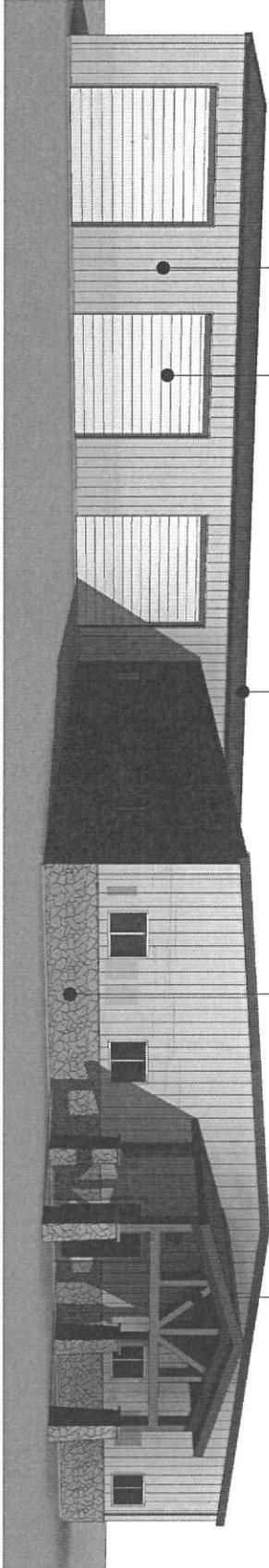
- NEW ELECTRICAL AND TELECOMMUNICATIONS SERVICE SIZE AND LOCATION TO BE DETERMINED AT TIME OF ELECTRICAL DESIGN.
- HAND TROWEL AND SAWCUT FRACTURE/EXPANSION JOINTS SHALL BE PROVIDED ON ALL PANS, CURB, SIDEWALK.
- ALL UTILITIES ARE SHOWN AS APPROXIMATE ONLY IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR VERIFY ALL CONNECTIONS AND VERIFY ALL UNDERGROUND UTILITY BEFORE CONSTRUCTION.
- PAVEMENT SECTIONS PER LAUBE ENGINEERING PROJECT NO. 184-1, 10-27-2003.

NEW BUILDINGS	22,800 S.F.
6" CONC	
12" CONC FULL	
8" SCARIFY/COMPACT	
CONC. PAVT.	34,062 S.F.
4" CONC	
6" AGGREGATE BASE	
8" SCARIFY/COMPACT	
ASPHALT PAVT.	18,300 S.F.
2.5" ASPHALT SURFACE	
4" ASPHALT BASE	
8" SCARIFY/COMPACT	
4" RECYCLED CONC.	66,079 S.F.
4" RECYCLED CONC	
8" SCARIFY/COMPACT	
LANDSCAPED AREA	42,100 S.F.



SIDE PERSPECTIVE VIEW

- DARK GREEN METAL ROOF AND TRIM
- LIGHT TAN METAL SIDING AND TRIM
- WHITE EXTERIOR WINDOWS AND DOORS
- ROUND COBBLE STONE WAINSCOT



FRONT PERSPECTIVE VIEW

- LIGHT TAN METAL SIDING AND TRIM
- WHITE EXTERIOR WINDOWS AND DOORS
- DARK GREEN METAL ROOF AND TRIM
- ROUND COBBLE STONE WAINSCOT
- TIMBER FRAME WITH MATCHING STONE

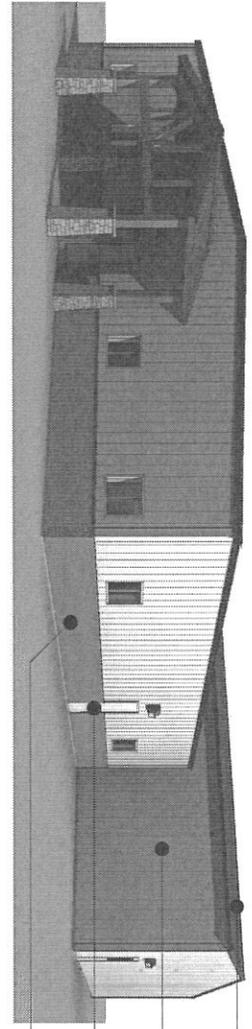
PUD REVIEW

DATE	12.30.14
DRAWN	CHECKED
SPC	TPK
SHEET NO.	
PUD	

PANILOLO LLC
 GREAT COLORADO MARKETPLACE SUBDIVISION
 JOHNSTOWN, COLORADO 80534

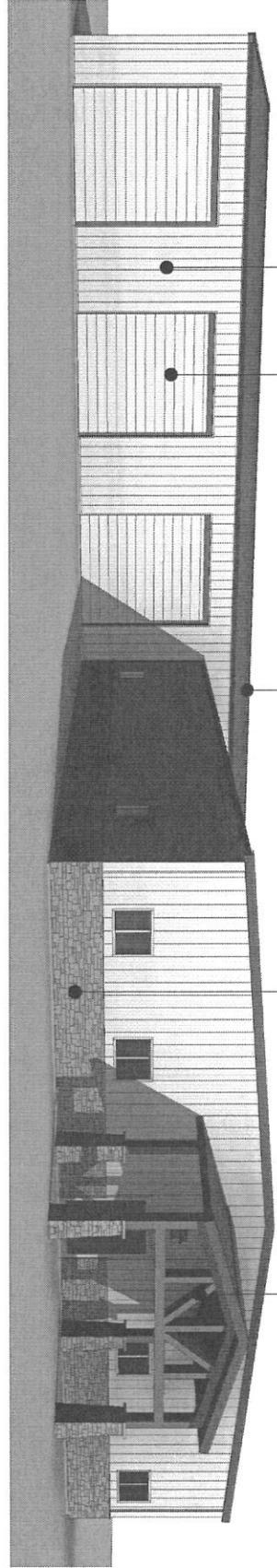
ARCHITECTURE PLUS

318 East Oak Street • Fort Collins 80524
 1531 West 29th Street • Loveland 80538
 970.493.1220 • 888.698.7897 • www.aplusarch.com



SIDE PERSPECTIVE VIEW

- DARK GREEN METAL ROOF AND TRIM
- CREAM METAL SIDING AND TRIM
- WHITE EXTERIOR WINDOWS AND DOORS
- SQUARE STACKED STONE WAINSCOT



FRONT PERSPECTIVE VIEW

- CREAM METAL SIDING AND TRIM
- WHITE EXTERIOR WINDOWS AND DOORS
- DARK GREEN METAL ROOF AND TRIM
- SQUARE STACKED STONE WAINSCOT
- TIMBER FRAME WITH MATCHING STONE

PUD REVIEW

DATE	12.30.14
DRAWN	CHECKED
SPC	TPK
SHEET NO.	
PUD	

PANILOLO LLC
 GREAT COLORADO MARKETPLACE SUBDIVISION
 JOHNSTOWN, COLORADO 80534

ARCHITECTURE PLUS

318 East Oak Street • Fort Collins 80524
 1531 West 29th Street • Loveland 80538
 970.493.1220 • 888.698.7897 • www.aplsearch.com

REFERRAL COMMENTS

November 26, 2014

PLS Group
6843 North Franklin Ave.
Loveland, CO 80538
Attn: Mr. Mark Morrison

Panilolo, LLC
Attn: Mr. Brentley Props

Re: Panilolo Industrial Buildings in Marketplace Subdivision

The initial review of the application is concluded, and comments are listed below. Copies of referral comments are attached. If additional comments are received, these will be forwarded.

1. Land Use: The lots are located within Johnson's Corner Planned Unit Development-Business zone district, with additional uses identified in the annexation agreement. Light industrial office-warehouse uses are proposed, which are included in the additional uses.
2. Site Development Plan:
 - a. The Planned Unit development regulations call for a complete Site Development Plan set. This may be derived from civil and construction sets, but must be complete for Planning and Zoning Commission and Town Council consideration. Please refer to plan requirements attached.
 - b. Overall layout: Acceptable.
 - c. Landscaping: Comments attached.
 - d. Fencing: Perimeter fencing is noted as chain link. Provide additional details in the plan including color and height. No barbed wire is permitted. Also, the Plan needs to specify the use of the yards, as outside storage of materials and equipment must be screened by a solid fence, while the chain link/landscape screening will suffice for vehicles.
 - e. Lighting: Wall-mounted lighting is noted, and shall employ shields to reduce glare. There is no other lighting indicated for the storage yard. Please confirm this.
 - f. Trash enclosure: None noted. Any outdoor trash containers must be in an enclosure which matches the building.

g. Building Elevations:

1. The architectural character of the Johnson's Corner/Marketplace Subdivision development includes standing seam dark green roof, earthtone walls, stone wainscot, and heavy timber frame entrance feature(s) with stone column bases. The inclusion of these common features is recommended. Cupolas are optional.
2. A distinctive building appearance is recommended. The two buildings should have noticeable differences as seen from marketplace Drive, such as color and entry feature.

3. Civil Engineering: A copy of Town Engineer comments is attached. Please have your engineer work directly with the Town Engineer to address the comments.

4. RV Boat and Storage Reimbursement Agreement (copy attached): Prior to the recent replat, the two lots in this application and the lot to the west all comprised Lot 1, Replat of Lot 3 which is noted in the Reimbursement Agreement as owing a proportionate share of street and sanitary sewer improvements, estimated at \$14,414.78 for the new Lot 1 and \$7,163.78 for the new Lot 2. The payment of reimbursement for the two lots currently in review to RV Boatel, LLC is due at time of building permit.

5. Water and Sewer: it is our understanding that no water rights have been dedicated to support the development of these lots-I am confirming this with our Water Engineer. Therefore, a Water and Sewer Service Agreement, prepared by the Town's Water Attorney will be sent to you for review. The agreement must be signed and submitted to the Town for Town Council approval with the Site Development Plan. Water rights must then be dedicated to the Town prior to issuance of the first building permit.

To schedule this application for a hearing and Planning and Zoning Commission review I will need an assembled Site Development Plan set, and a letter responding to the review comments (I can provide a copy of this letter in Word). Please contact me if you have questions. The next available hearing date is December 10 – I will need copies of the Plan set and the response letter on or before noon on Wednesday, December 3. The following Commission hearing is Wednesday, January 14, 2015 – I will need copies of the plan set and response letter on or before January 5.

Sincerely,



By: John Franklin
Town Planner

Copy to:



STRUCTURAL, MEP, CIVIL ENGINEERING & CONSTRUCTION SERVICES

Arizona California Colorado Florida Texas Lebanon Saudi Arabia U.A.E.

November 19, 2014

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

RE: Panilolo Industrial Bldgs.
Final PUD Site Development
TST Job. No. 127-055

Dear Mr. Franklin,

We have reviewed the referral package dated October 31, 2014 for the above referenced Project.

The package as submitted and reviewed consists of the following documents:

- Panilolo LLC's "Marketplace Drive Developments" – Civil Infrastructure Improvements (10 sheets), dated 10-15-14, by PLS Group, LLC.
- Stormwater Management Plan, dated 10-31-14, by PLS Group, LLC.

I have the following comments:

1. **Site Location:** The proposed Panilolo Industrial Buildings Project encompasses development of approximately 4 acres located on the south side of Marketplace Drive, approximately 500 feet east of the I-25 Frontage Road (approximately 0.4 miles SE of the Johnson's Corner Truck Stop). Two – 2 acre industrial building sites are proposed at this location.
2. **Plat:**
 - a. The included "Final Plat" (Sheet 2 of the plan set) identifies a drainage easement on a portion of Lot 2. However, the indicated easement does not encompass all of the storm water collection and detention system. Drainage from both Lot 1 and Lot 2 will be collected/managed within the detention provided on Lot #2. Additionally, some surface drainage from Lot 1, across portions of Lot 2, will (or may) occur. Since two separate lots are being formed and potentially will be under two separate ownerships, drainage easement(s) or other cross-drainage agreement(s) for the Lot #1 drainage should be provided. The Town may wish to require the drainage easement(s) be appropriately modified and/or that notes be added to the Plat to address this.



Panilolo Industrial Bldgs.
Final PUD Site Development Comments
November 19, 2014
Page 2

- b. Town Standards note that all storm drainage facilities shall be maintained by the Owner/HOA (unless otherwise agreed by written agreement between Developer and Town). (Part I – Storm Drainage Criteria, Sec. 1.3 E.). Appropriate agreement(s) between the two lots regarding maintenance of the “shared” drainage facilities (and associated costs) should be addressed. The Town may wish to require appropriate note(s) on the Plat (and/or on the Civil CD’s) to address this requirement.

3. **Public Water:**

Public water for the two industrial sites is indicated to be provided individual domestic taps from the existing public water main in Marketplace Drive (one tap/service for each site). Fire protection is indicated to be provided by proposed new fire hydrants to be placed on the south side Marketplace Drive, just to the east of the drive access into the sites (one new hydrant for each of the two lots). The site is within the Johnstown Fire Protection District’s service area. Recommendations & comments should be obtained from the District regarding adequacy of the proposed water supply system and fire protection provisions. We recommend the developer and/or the engineer provide the Town (and our office) with written concurrence/approval from the Johnstown Fire Protection District.

4. **Public Sanitary:**

An existing public sanitary sewer main is available in Marketplace Drive. Individual sanitary sewer leads (one for each of the two sites) are indicated. Each site’s lead is provided with a proposed oil/sand separator. The proposed sanitary service as indicated should be acceptable.

5. **Stormwater Systems:**

- a. Stormwater runoff for the developed site is proposed to be managed on-site by a series of interconnected small stormwater detention ponds. The detention pond system concept as presented proposes to limit the developed stormwater discharge rate only to the “historical” 100-year flow rate, but does not also provide water quality control and 5-year historical flow rate control as per Town Standards. Additionally, we also have some concerns over specific design details of the proposed system – which we will discuss directly with the Project’s Civil Engineer. Prior to resolution of these issues, we cannot recommend approval of the stormwater management system.



- b. An "existing concrete irrigation ditch & box structure to be removed" is shown at the north-west corner of the site. (See Sheet 3 of Plans). However, neither the plans, nor the Stormwater Management Plan show or address what this irrigation ditch is, what property(ies) it "serves", etc. Since the "ditch" is shown as coming from (or going to) property not included in the proposed Panilolo development, documentation that the ditch is no longer needed/wanted by either (all) impacted properties should be confirmed. The submitted materials should address appropriately how/if the ditch abandonment/removal will include removal on the off-site parcel(s) as well, or if not, how the drainage associated with the partial removal will work with respect to the remaining portion(s) of the "ditch"?

6. 100 Year Flood Plain:

The applicant's submittal package does not address status of the parcel with respect to identified regulatory 100-flood plains. While our review of the applicable FEMA Floodplain Maps does not indicate an issue, appropriate note(s) should be incorporated into the PUD Civil Site Plans and the Stormwater Management Plan to document that the site is not in or immediately adjacent to a flood plain.

7. Site Access:

The submitted documents show site access provided by individual commercial drive connections, one for each site, off of Marketplace Drive. The curb return radii indicated at 16'. Based upon the industrial nature of the sites, the potential for larger vehicle access, and typical Town Standards, we recommend the drive radii be increased. The Town's Transportation/Traffic Engineer (Dave Hattan, FHU) and/or the Johnstown Fire District may wish to provide recommendation(s) for appropriate site specific radii and any other on-site access concerns they may note.

8. Other Specific Comments:

We have several additional specific comments on the plans and Stormwater Management Plan which we will provide/discuss directly with the design engineer (PLS Group). These additional technical review comments will need to be addressed prior to subsequent engineering plans and reports submittals and approvals.

Stormwater Management Plan (SWMP):

Since the site and planned disturbed area exceeds one (1) acre, the applicant must prepare a Stormwater Management Plan and obtain a State Stormwater Construction Permit in conformance with Colorado Department of Public Health & Environment (CDPHE) requirements. We request that a copy of the SWP(s) and Permit certification(s), when the Certification(s) is/are obtained, be provided for Town (and our) files.



Panilolo Industrial Bldgs.
Final PUD Site Development Comments
November 19, 2014
Page 4

Recommendation

We have noted several items for Town consideration in the comments above. We recommend these issues be addressed and resolved to the satisfaction of the Town prior to approval of the Final Plat and PUD for the proposed Panilolo Project. Additionally, if the Town elects to grant Approval(s) prior to confirmation of resolution of the engineering concerns on the Civil Construction Plans and Stormwater Management Plan, we recommend the approval(s) be granted contingent upon final engineering approval also subsequently being obtained.

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

Sincerely,

TTG, as Town Engineer for Johnstown

A handwritten signature in black ink that reads "Gregory A. Weeks".

Gregory A. Weeks, PE, LEED ® AP

TOWN OF JOHNSTOWN REFERRAL AGENCY DISTRIBUTION LIST

**Application for: Final PUD Development Plan – Two Industrial Buildings
(Johnson’s Corner PUD)**

To:	Sent	Returned	Comments?
<u>TOWN ADVISORS</u>			
_____ Town Attorney – Avi Rocklin Avi Rocklin (avi@rocklinlaw.com)	_____	_____	_____
_____ Town Water Attorney – Peter Ampe Pete Ampe peterampe@hillandrobbsins.com	_____	_____	_____
✓ _____ Town Water Engineer – Tom Williamsen twilliamsen@helton-williamsen.com	_____ <i>Post-192</i>	_____	_____
✓ _____ Town Engineer – John Cotten TST, Inc. c/o Greg Weeks Greg Weeks GWeeks@tstdenver.com	_____ <i>10/31/14</i>	_____ <i>11/9/14</i>	_____ <i>y</i>
_____ Public Improvements Inspector Tim Farner, TST, Inc. tim.79@q.com	_____	_____	_____
_____ Planning and Zoning Review Jennifer Henninger, RG & Associates, LLC jhenninger@ci.sheridan.co.us	_____	_____	_____
✓ _____ Landscape Plan Review Steve Ransweiler, Green Creations sransweiler@comcast.net	_____ <i>10/31/14 'e'</i>	_____	_____
_____ Transportation & Traffic Dave Hattan, Felsburg, Holt & Ullevig Dave.Hattan@FHUENG.COM	_____	_____	_____
<u>TOWN STAFF</u>			
✓ _____ Planner - John Franklin	_____ <i>10/13</i>	_____	_____
_____ Public Works Director – Tom Hellen	_____ <i>10/31</i>	_____	_____
_____ Building Official – Ken Kidd	_____	_____	_____
_____ Police Chief – Brian Phillips	_____	_____	_____
_____ Streets Superintendent - Don Gardner	_____	_____	_____
_____ Water/Wastewater Superintendent- Marty Jones	_____	_____	_____
<u>DISTRICTS</u>			
✓ _____ Johnstown Fire Protection District jmolinar@johnstownfire.org Copy to: dprather@mfpd.onmicrosoft.com	_____ <i>10/31/14</i>	_____	_____

APPLICANT'S RESPONSE

John Franklin

From: Panilolo Llc <panilolollc@gmail.com>
Sent: Monday, December 01, 2014 10:45 PM
To: John Franklin
Subject: Re: Panilolo Industrial Buildings

John:

We will have everything over to you with the small corrections that were required, I know PLS has indeed been working with TTG I have addressed the colors and entries of both buildings listed below.

Building # 1 Located furthest east. Will have same green roof as Candlelight and RV America it will also have the timber entry like both buildings the wall colors of Building 1 will indeed be the same wall colors to match Candlelight. The stone has been picked to be identical as Candlelight.

Building # 2 Will have the same green roof will have light tan walls same as my 100 Gateway circle building the entry of course will have timber entry like both other buildings, This building will have the same stone work as RV America, but will have a different front door also making both buildings looks different yet follow what's been done in there.

Water for buildings; I am currently under contract for roughly 200 acres in Johnstown But the first development I will be sending in plans for is the rest of Chauncey land I also am under contract for Roger Pilant 4.18 Acres with 1 share of water rights, This share will supply my 2 lots up front currently under PUD and his lot located just eastside of Boatel.

If you have any other questions in these matters please advise me I will be happy to attend the Council meeting on the 10th as I would like to answer any other questions someone might have. I also wanted to pick your brain a little. My company is looking to bring 2 large commercial complexes to Johnstown totaling 45 Buildings which we already started engineering on.

On a side note I hope you and your family had a safe and happy thanksgiving as always I look forward to working with you.

Brentley Props
Panilolo LLC

970-999-5551 Office
970-682-2147 Fax
805-722-7159 Direct

AGENDA ITEM 9B

**PROFESSIONAL
SERVICES
AGREEMENT
(Gareth Curtis, Sculptor)**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: January 21, 2015

ITEM NUMBER: 9B

SUBJECT: Consider Professional Services Agreement with Gareth Curtiss, Sculptor

ACTION PROPOSED: Approve Professional Services Agreement

PRESENTED BY: Town Planner and Manager

AGENDA ITEM DESCRIPTION: In 2014, Sculptor Gareth Curtiss completed the Harvey and John Parish sculpture now displayed in front of Town Hall. Mr. Curtiss has presented a proposal to design and furnish a second sculpture. The proposal includes design in 2015 with delivery of a Maquette, and a completion and installation by BBB Day 2016.

The total fee for services is **\$40,000.00**. One-third of the fee (\$13,300.00) is payable in 2015. Mr. Curtiss has also requested that he be reimbursed for travel and lodging expenses, estimated at \$1,000.00, subject to approval by the Town.

Town staff has reviewed the scope of services/costs and finds them fair and reasonable. Mr. Curtiss has demonstrated his talent and skill with the Parish sculpture. Based upon the review, staff is recommending approval of the professional services agreement.

LEGAL ADVICE: The Town Attorney prepared the attached standard professional services agreement.

FINANCIAL ADVICE: According to the Town Treasurer, sufficient funds have been allocated in the 2015 budget for the design services.

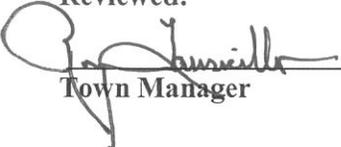
RECOMMENDED ACTION: Approve professional services agreement.

SUGGESTED MOTIONS:

For Approval: I move to approve the professional services agreement with Gareth Curtiss in an amount not to exceed **\$40,000.00** plus reimbursement for travel expenses not to exceed \$1,000.00 and authorize the Mayor to sign the agreement.

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

Reviewed:


Town Manager

AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT entered into this ____ day of _____, 20____, by and between THE TOWN OF JOHNSTOWN, COLORADO, hereinafter referred to as "Town," and Gareth Curtiss, hereinafter referred to as "Sculptor."

WHEREAS, the Town desires a public art sculpture, and;

WHEREAS, Sculptor has the background, expertise, and education to provide such work.

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

The Sculptor will provide artistic services, more specifically defined as follows:

- **Scope of Services.** Sculptor shall perform professional services as outlined in the proposal dated December 8, 2014, and attached as Exhibit A.
- **Term of Agreement.**
 - Sculptor will proceed with the performance of the services called for in the attached proposal dated December 8, 2014 and attached as Exhibit A, and shall comply with the requirements of Exhibit B.
 - In providing these services, Sculptor will work directly with the Town Manager and under his direction.
- **Compensation.** The Town agrees to pay Sculptor the fee as outlined on the attached Exhibit A, an amount not to exceed Forty Thousand and 00/100 dollars (\$40,000), plus reimbursable travel expenses. Payment for services will be provided to Sculptor within thirty (30) days of Sculptor's providing a detailed statement to the Town.
- **General Terms.**
 - Sculptor agrees to indemnify and hold harmless the Town and its officers, employees and agents from any and all claims, losses, injuries, damages and lawsuits and expenses, including reasonable attorney's fees arising out of or resulting from the negligent acts or omissions of Sculptor or its subcontractor in the performance of services as set forth in this Agreement.
 - **Modifications.** This Agreement may not be modified, amended, or otherwise altered unless mutually agreed upon in writing by the parties hereto.
 - **Independent Contractor.** Sculptor and its employees and agents shall be considered for all purposes of this Agreement to be independent contractors and not employees or agents of the Town, and therefore,

benefits such as medical, workers compensation, etc., shall not be available to Sculptor.

- **Non-Appropriation of Funds**. Pursuant to Section 29-1-110, C.R.S., as amended, financial obligations of the Town payable as set forth herein, after the current fiscal year, are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. This Agreement shall be terminated effective January 1 of the first fiscal year for which funds are not appropriated.
- **Neutrality**. The Sculptor assures that it will establish safeguards to prohibit its employees, agents, or servants from using this agreement for any purpose which causes or lends itself to create an appearance of impropriety. Said employees, agents, or servants shall not seek any personal benefits of private gain for themselves, their families, or others.

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

- **Conflicts of Interest**. During the term of this Agreement, the Sculptor shall not perform similar services for persons, firms, or entities which have the potential to create a conflict of interest unless this is disclosed to and approved by the Town in writing.
- **Governing Law**. Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado and Municipal Code of the Town of Johnstown.
- **Severability**. Should any provision of this Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, it is the intent of the parties hereto that the remaining provisions of this Agreement shall be of full force and effect, unless such determination is so material as to render the main purpose of this Agreement unworkable.
- **Transfer and Assignment**. The Sculptor shall not assign or transfer its interest in this Agreement without the written consent of the Town. Any unauthorized assignment or transfer shall render this Agreement null, void, and of no effect as to the Town.

- **Insurance**

- The Sculptor agrees to obtain and maintain, at the Sculptor's expense, such insurance as will protect the Sculptor from claims under the Workmen's Compensation Act, and such comprehensive general liability insurance and automobile liability insurance as will protect the Sculptor from all claims for bodily injury, death, or property damage which may arise from the performance by the Sculptor, or by the Sculptor's

employees, of the Sculptor's functions and services required under this Agreement. The amounts of liability insurance shall not be less than \$150,000.00 per person/\$600,000.00 per accident and \$600,000.00 property damage. Sculptor shall provide a Certificate of Insurance in accordance with the above requirements upon execution of this contract.

- The Sculptor shall be responsible for all damages, including all normally foreseeable damages, resulting from negligent errors and omissions of the Sculptor.
- **Termination.** Either party to this Agreement may terminate this Agreement with or without good cause shown by giving the other thirty (30) days notice in writing. Upon delivery of such notice by the Town to the Sculptor, and upon expiration of the 30-day period, the Sculptor shall discontinue all services in connection with the performance of this Agreement. As soon as practicable after receipt of notice of termination, the Sculptor shall submit a statement showing in detail the services performed under this Agreement to the date of termination.

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

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

Gareth Curtiss
P.O. Box 11851
Olympia, WA 98508

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

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

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

DONE AND DATED this _____ day of _____, 20__

GC

December 8, 2014

To: Town of Johnstown

Re: Proposal for a Bronze Sculpture

Thank you for the opportunity to work with the Town on a second sculpture. The second sculpture I would create would be comparable in size and complexity to the statue of Harvey and John Parish. The work would be life size and cast in bronze. The attached sketch shows a basic composition that I have in mind. I will work with the Town to refine the concept, or devise a new concept.

I will also work with the Town to establish a suitable location and context for the new sculpture. The location and context will help determine the need for a base, and any related piece such as a bronze plaque. The base and plaque if required would be provided by the Town. I will be happy to recommend a design for these items.

The Budget:

To create the life size bronze sculpture, and shipping (or hauling) the finished bronze work to Johnstown I would charge a total fee of \$40,000.

Travel:

While I feel that much of what needs to be worked out can happen through email and phone conversations, I would anticipate the need to come to Johnstown at least twice; once for the presentation of the maquette and the other coming down for the installation and unveiling (typically these happens no more than a day apart and, often, the same day). I would appreciate being reimbursed for the travel and lodging expenses, the total estimated at \$1,000.00, and subject to approval by the Town.

The Steps:

2015:

1. Town approves a Professional Service Agreement
2. Correspondence with Town to determine a suitable concept and refinement of the concept in sketch form, and in miniature.
3. Creation, refinement and approval of a maquette.
4. Initial payment (\$13,333.00).

2016:

1. Enlargement in clay to life size, subject to Town's final approval when completed (progress photos will be sent as this work is carried out as well subsequent foundry work).
2. 2nd payment (\$13,333.00).
3. Creation of rubber and fiberglass molds.
4. Pouring and chasing of waxes and subsequent gating and sprueing.
5. Slurry and shell encasement of waxes.
6. Burnout and pouring of bronze.
7. Chipping and sandblasting.
8. Welding the cast parts together and metal chasing.
9. Final sand blast and patina, followed by wax seal coat.
10. Delivery and installation.
11. Unveiling and final payment.

Insurance, Warranty, and Installation:

I carry a large general liability policy on my work. Once the piece is delivered the artwork will belong to you and your insurance will need to be in place to cover the installation by Town employees. I will be on hand to assist with the installation. I will provide the hardware for attaching the statue to the base and send templates ahead of installation to ensure that all mounting holes are in the right spots and the right depths. I will send photos of the completed bronze before shipping. At the time of delivery the Town will inspect the finished bronze and sign off on final approval. If there are any problems, the final balance will be held by you until whatever is a concern is remedied. I might add, I have never had any problem, nor has anyone ever not signed off on the finished piece. If there is a concern in regard to potential cracks or flaws appearing, 10% of the contract could be held for a mutually agreed upon period. My goal is to deliver a quality product that will be trouble free. I have always done that.

Time Frame:

Presuming approval of Professional Service Agreement in March, 2015, I will deliver the maquette to the Town and present to Town Council at their September 7 meeting.

GC

Upon approval of the maquette, I will deliver/ship the finished sculpture to arrive on or before June 1, 2016 and assist with installation.

Other Particulars:

The statue as I have described will weigh approximately 500 lbs. The thickness of castings will average about 3/16 of inch or more. I use a commercial grade silicon bronze (Everdur) and bronze welding rod that is an exact match to the alloy. When I bring the maquette to Johnstown I will also bring several patina samples for you to see and we can talk about the best treatment for your bronze. Regarding quality control; because I do all of the work myself, I have complete control over the finished work of art. I do not take short cuts and will take every measure to ensure that the statue will be good for the ages.

I look forward to working with the Town Council and staff on this project.

Sincerely,

Gareth Curtiss

A handwritten signature in cursive script that reads "Gareth Curtiss". The signature is written in dark ink and is positioned below the printed name.

Attachment

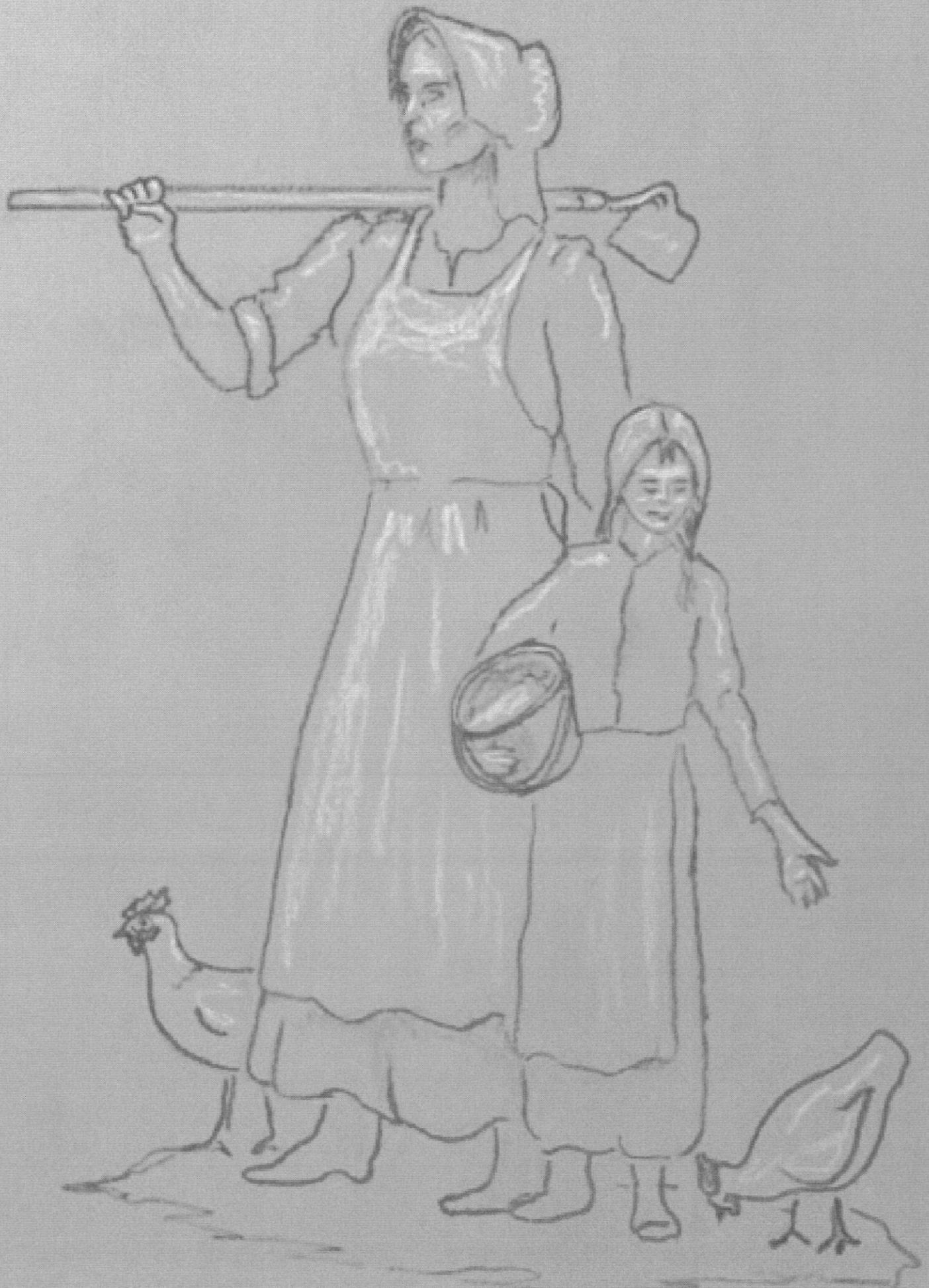


EXHIBIT B
**REQUIRED PROVISIONS FOR CONTRACT FOR SERVICES
PROHIBITING EMPLOYMENT OF ILLEGAL ALIENS**

Contractor shall not:

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

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

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

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

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

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

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

AGENDA ITEM 9C

**PROFESSIONAL
SERVICES
AGREEMENT
(Water Master Plan Update)
(J-U-B Engineers, Inc.)**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: January 21, 2015

ITEM NUMBER: 9C

SUBJECT: Consider Professional Services Agreement with J-U-B Engineers, Inc. for a Water Master Plan Update.

ACTION PROPOSED: Approve Agreement with J-U-B Engineers, Inc.

PRESENTED BY: Public Works Director

AGENDA ITEM DESCRIPTION: A Request for Proposals was advertised by the Town of Johnstown on November 13, 2014 in the Johnstown Breeze and on the Town's web site. (A copy of the Scope of Work is attached to the agreement for your information) In addition, the RFP was sent to several engineering firms known to have an interest in the project. Proposals were received from the following four firms;

MSK Consulting, LLC
TTG Engineers Inc. (TST)
J-U-B Engineers, Inc.
RG and Associates, LLC

The proposals were reviewed by Town Staff for compliance with the RFP, references, and ability to perform the work. All firms were then ranked and the top rated firm was requested to submit a proposed budget and outline of the final report.

Following their submittal a meeting was held with J-U-B Engineers, Inc. to discuss the project and ensure that the requirements for the report were fully understood.

The project will consist of an update to the Town's current computer model of the water distribution system as well as an update of the Town's 2005 water master plan. Services to be provided by the engineer will consist of the following:

- Attend project kickoff meeting with the Owner to collect the available data, review the changes that have been made to the system since the 2005 model was developed, and discuss the proposed and potential development areas to be considered.
- Update the existing water model using maps of the distribution system provided by the Town to incorporate changes and additions to the system.
- Analyze the impact of changes to the proposed developments that have occurred since the completion of the 2005 Master Plan as well as changes in the water use patterns due to the use of separate raw water systems for irrigation in proposed developments.
- Determine changes to the previously presented Capital Improvement Plan necessary to serve the proposed and potential development areas.
- Prepare a new Water Master Plan to reflect current development and potential development areas.

The Public Works Director has reviewed the scope of services with J-U-B Engineers, Inc. and concurs with the proposed fee amount.

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

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

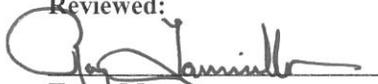
RECOMMENDED ACTION: Approve Agreement with J-U-B Engineers, Inc. for the Water Master Plan Update.

SUGGESTED MOTION:

For Approval: I move to approve the Professional Services Agreement with J-U-B Engineers, Inc. for the Water Master Plan Update in a total amount not to exceed \$50,000.

For Denial: I move to deny approval of the Professional Services Agreement.

Reviewed:


Town Manager

AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT entered into this ____ day of _____, 2015, by and between THE TOWN OF JOHNSTOWN, COLORADO, hereinafter referred to as "Town," and J-U-B Engineers, Inc., hereinafter referred to as "Consultant."

WHEREAS, the Town needs engineering services for the preparation of a Water System Master Plan and;

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

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

Consultant shall provide engineering services, more specifically defined as follows:

1. **Scope of Services.** Consultant shall perform professional services as outlined in the proposal dated December 12, 2014, attached as Exhibit C and in conformance with the requirements in Exhibit B.
2. **Term of Agreement.**
 - A. Consultant shall proceed with the performance of the services called for in the attached proposal dated December 12, 2014 and attached as Exhibit C, and shall comply with the requirements of Exhibits A and B, which three exhibits are attached hereto and incorporated herein by reference. Consultant shall direct and endeavor to ensure that its subcontractors comply with this Agreement.
 - B. In providing these services, Consultant shall work directly with the Town Public Works Director and under his direction.
3. **Compensation.** The Town agrees to pay Consultant the fee as outlined on the attached Exhibit C, an amount not to exceed \$50,000. Payment for services shall be provided to Consultant within thirty (30) days of Consultant's providing a detailed statement to the Town.
4. **General Terms.**
 - A. Consultant agrees to indemnify and hold harmless the Town and its officers, employees and agents from any and all claims, losses, injuries, damages and lawsuits and expenses, including but not limited to reasonable attorney's fees arising out of or resulting from the negligent acts or omissions of Consultant or its subcontractor in the performance of services as set forth in this Agreement.
 - B. **Modifications.** This Agreement may not be modified, amended, or otherwise altered unless mutually agreed upon in writing by the parties hereto.

- C. **Independent Contractor.** Consultant and its employees and agents shall be considered for all purposes of this Agreement to be independent contractors and not employees or agents of the Town, and therefore, benefits such as medical, workers compensation, etc., shall not be available to Consultant, its employees, agents or subcontractors.
- D. **Non-Appropriation of Funds.** Pursuant to Section 29-1-110, C.R.S., as amended, financial obligations of the Town payable as set forth herein, after the current fiscal year, are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. This Agreement shall be terminated effective January 1 of the first fiscal year for which funds are not appropriated.
- E. **Neutrality.** Consultant assures that it shall establish safeguards to prohibit its employees, agents, or servants from using this Agreement for any purpose which causes or lends itself to create an appearance of impropriety. Said employees, agents, or servants shall not seek any personal benefits of private gain for themselves, their families, or others.

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

- F. **Conflicts of Interest.** During the term of this Agreement, Consultant shall not perform similar services for persons, firms, or entities which have the potential to create a conflict of interest unless this is disclosed to and approved by the Town in writing.
- G. **Governing Law and Venue.** Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado and Municipal Code of the Town of Johnstown. Venue for any claim, proceeding or action arising out of this agreement shall be in Larimer or Weld County, Colorado.
- H. **Severability.** Should any provision of this Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, it is the intent of the parties hereto that the remaining provisions of this Agreement shall be of full force and effect, unless such determination is so material as to render the main purpose of this Agreement unworkable.
- I. **Transfer and Assignment.** The Consultant shall not assign or transfer its interest in this Agreement without the written consent of the Town. Any unauthorized assignment or transfer shall render this Agreement null, void, and of no effect as to the Town.
- J. **No Presumption.** Each party acknowledges that it has obtained, or has had the opportunity to obtain, the advice of legal counsel of its own choosing in

connection with the negotiation and execution of this Agreement and with respect to all matters set forth herein. In the event of any dispute, disagreement or controversy arising from this Agreement, the parties shall be considered joint authors and no provision shall be interpreted against any party because of authorship.

- K. **Costs and Attorney Fees.** In the event legal action is required to enforce the provisions of this Agreement, the court shall award to the prevailing party all reasonable costs and expenses, including attorney's fees.
- L. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements or understandings.
- M. **Additional Services.** Engineer shall provide additional professional services related to the Assignment on request of Owner for an additional professional fee as the parties may subsequently agree.

5. **Insurance**

- A. Consultant agrees to obtain and maintain, at Consultant's expense, and shall cause each subcontractor of the Consultant to obtain and maintain, unless such coverage is provided by Consultant, such insurance as shall protect the Consultant from claims under the Workmen's Compensation Act, and such comprehensive general liability insurance and automobile liability insurance as shall protect the Consultant from all claims for bodily injury, death, or property damage which may arise from the performance by the Consultant, or by the Consultant's employees, of the Consultant's functions and services required under this Agreement. The amounts of liability insurance shall not be less than \$150,000.00 per person/\$600,000.00 per accident and \$600,000.00 property damage. Consultant shall provide a Certificate of Insurance in accordance with the above requirements upon execution of this contract.
 - B. Consultant shall be responsible for all damages, including all normally foreseeable damages, resulting from negligent errors and omissions of the Consultant.
 - C. The parties agree that the Town is relying on, and does not waive or intend to waive by any provision of the Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § § 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.
6. **Termination.** Either party to this Agreement may terminate this Agreement with or without good cause shown by giving the other thirty (30) days notice in writing. Upon delivery of such notice by the Town to the Consultant, and upon expiration of the 30-day period, the Consultant shall discontinue all services in connection with the performance

of this Agreement. As soon as practicable after receipt of notice of termination, the Consultant shall submit a statement showing in detail the services performed under this Agreement to the date of termination.

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

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

J-U-B Engineers, Inc.
Attn: Eric Garner, P.E.
3538 JFK Parkway, Suite #1
Fort Collins, CO 80525

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

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

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

EXHIBIT A

REQUIRED PROVISIONS FOR CONTRACT FOR SERVICES PROHIBITING EMPLOYMENT OF ILLEGAL ALIENS

Contractor shall not:

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

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

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

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

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

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

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

EXHIBIT B
SCOPE OF WORK

Project Description

This Project involves the preparation of a Water System Master Plan in accordance with the following:

FINAL REPORT

1. **Executive Summary.** Summarize system needs and identify alternative strategies to meet these needs.
2. **System Conditions.** This section should contain an overview of the significant regional features defining the context of the anticipated future system service area.
 - 2.1. **System Service Area.** Include maps of current and projected service area for the 20-year planning period; identify environmental features such as streams, lakes, wetlands, and floodplains for the entire system area.
 - 2.2. **Local and Regional Government Coordination.** If the proposed projects are within or near an urban growth boundary, address conformance with the boundary and any other planning limitations such as tap or water quantity/supply limitations.
 - 2.3. **Growth Areas and Population Trends.** Summarize population projections for the system area for a 20-year period; compute and compare recent growth rates with projected growth rates; estimate increases in equivalent residential units (EQRs); identify specific areas of concentrated growth; and reference sources of this information.
 - 2.4. **Drinking Water Supply.** Briefly summarize projected drinking water demands (average day, peak day and peak hour) for the future system service area for the 20-year planning period. Summarize flow reduction measures such as water conservation plan measures. Address the supply source(s) and primary water quality parameters of concern.
3. **Description of Existing Facilities.** This section should provide a description of the existing treatment and distribution facilities.
 - 3.1. **Service Area Features.** On the planning area map, identify the locations of existing drinking water treatment plants, water sources, major distribution lines, and storage facilities.
 - 3.2. **Facilities Layout and Description.** Provide a process flow schematic layout and narrative description of existing treatment facilities including design capabilities and remaining useful life as compared to state design criteria. Describe present adequacy of

water supply, storage, and distribution capabilities of any existing central facilities. Include current population and per capita flows (gpcd). Note the quantity of unaccounted for water (e.g., distribution system losses).

- 3.3. **Financial Status and Users.** Discuss the financial status of the drinking water system including O & M costs, existing debt, required reserve programs. Also include a tabulation of volumes used by types of users (e.g., residential, commercial, industrial) for the most recent typical fiscal year.
- 3.4. **Technical, Managerial and Financial (TMF) Capacity.** Highlight TMF Capacity issues of concern as indicated by the TMF guidance for the State Revolving Fund program.
- 3.5. **Hydraulic Computer Model.** Provide a computer model of the existing system and for projected growth (2025) in Epanet2. Town personnel shall assist in determining the growth projections. Scenarios shall include:
 - Average Day Demand
 - Maximum Day Demand
 - Peak Hour Demand including fire flow
4. **System Needs.** This section should document the applicable reasons for considering modifications to the existing facilities.
 - 4.1. **Health and Compliance.** Include a discussion of the system's current compliance status with the "Colorado Primary Drinking Water Regulations" and its potential for acute or chronic health risks. Evaluate any other current or future drinking water quality and quantity issues including secondary MCLs.
 - 4.2. **Security.** Summarize results of most recent vulnerability assessment.
 - 4.3. **Operation and Maintenance (O&M).** Identify applicable O&M issues such as operational constraints, water loss, and adequate controls.
 - 4.4. **Growth.** Summarize quality and quantity concerns; considerations for consolidation and phased capacity; reasons for projected future growth during the planning period; support by additional revenues and local and regional planning efforts.
5. **Assessment of Alternatives.** This section should contain a description of the reasonable alternatives that shall be considered in planning a solution to meet identified system needs. If alternatives for upgrades or new treatment facilities alternatives are considered, include the EPA Best Available Technology (BAT) for contaminant(s) removed.
 - 5.1. **Description.** Describe and compare all feasible water treatment technologies, including new technologies that have been thoroughly tested and installed or piloted with successful operating and compliance track records, water supply sources, and the

facilities, including distribution facilities (storage, transmission and pumping), associated with each alternative.

- 5.2. **Design Criteria.** State the design parameters, including the need to meet primary drinking water standards, used for evaluation purposes of each alternative. The parameters must comply with state regulatory requirements (Ref. WQCD Policy State of Colorado Design Criteria for Potable Water Systems.) Address treatment residuals management and ultimate disposal methods and costs in detail.
 - 5.3. **Environmental Impacts.** Describe direct and indirect impacts unique to each alternative on floodplains, wetlands, wildlife habitat, historical and archaeological properties, etc., including any projected permits and certifications.
 - 5.4. **Land Requirements.** Identify all necessary sites and easements, as well as permits and certifications, required for each alternative and specify if the properties are currently owned, to be acquired or leased by the applicant.
 - 5.5. **Construction Problems.** Discuss concerns such as subsurface rock, high water table, limited access, or other conditions that may affect cost of construction or operation of a facility for each alternative.
 - 5.6. **Operational Aspects.** Discuss, in general terms, the staffing requirements, certification level requirements (including distributions), and the expected basic operating configuration and process control complexities for each alternative.
 - 5.7. **Cost Estimates.** Provide cost estimates for each alternative, including breakdowns for construction, non-construction and annual operations and maintenance, as well as a present worth analysis for each alternative. A reasonable discount rate should be used for determining the present worth of the uniform series of O&M values (in today's dollars) and the salvage value.
 - 5.8. **Advantages/Disadvantages.** Describe, in a narrative format, how each alternative affects the applicant's current and future needs with respect to technical, managerial, and financial concerns; how each alternative complies with regulatory requirements; and how each alternative satisfies public and environmental concerns. Summarize, in a matrix rating system, the advantages and disadvantages of each alternative for clarity.
6. **Recommended Alternative.** This section should contain the detailed description of the recommended alternative.
 - 6.1 **Justification of the Recommended Alternative.** Demonstrate the recommended alternative is the most favorable based on monetary and non-monetary considerations covered in section 5 above. Address whether or not the technology is addressed in the CDPHE design criteria.

6.2 **Technical Description.** Describe the major features of the recommended alternative including water sources, flow diagram outlining major components, treated water storage capacity, design criteria – design flows and any other information relevant to the alternative.

6.3 **Costs.** Provide detailed project related capital costs, operation and maintenance budget, staffing and training requirements, materials, electricity, lab expenses, residual disposal, compliance monitoring, replacement costs and 20 year cash flow requirements.

TOWN ASSISTANCE

Town personnel shall be available to provide the Consultant with necessary drawings and records, to assist with descriptions of existing facilities and processes, and with growth projections.

PROJECT SCHEDULE

All deliverables, meetings, and review times shall be as follows:

- Notice to Proceed – Issued within three (3) days of Town Council approval.
- Town of JOHNSTOWN and Consultant – conduct Project kick-off meeting within 10 Calendar Days after Notice to Proceed.

Preliminary Report

- Submit Preliminary Water System Master Plan documents within **120 Calendar Days** after Notice to Proceed.

Final Report

- Submit Final Water System Master Plan **60 Calendar Days** after Preliminary Report submission.
- Present the Final Water System Master Plan Report to Town Council.

