

TOWN COUNCIL

MEETING

PACKET

March 16, 2015



Town Council



Agenda
Monday, March 16, 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 – March 2, 2015
 - B) Payment of Bills
 - C) February Financial Statements
 - D) *2nd Reading – Ordinance No. 2015-137, An Ordinance Amending Section 8-47(b)(2) of the Johnstown Municipal Code Concerning the Time Period for the Temporary Parking of Vehicles with Attached Trailers, Campers or Boats
 - 7) STAFF REPORTS
 - 8) OLD BUSINESS
 - 9) NEW BUSINESS
 - A) Consider Water and Sewer Service Agreement for Thompson River Ranch, Filing No. 5
 - B) *Public Hearing – Consider Thompson River Ranch, Filing No. 5 Final Plat
 - C) Consider Subdivision Development and Improvement Agreement for Thompson River Ranch, Filing No. 5
 - D) Consider Professional Engineering Services (Construction Phase) Agreement for So. Parish Road Widening Project – TTG Inc., of Denver Consulting Engineers
 - E) Consider Professional Engineering Services (Construction Phase) Agreement for State Highway 60 Water Main Project- TTG Inc., of Denver Consulting Engineers
 - F) Consider Professional Services Agreement for Implementation of Strategic Citizen Communications Master Plan – Bigner & Katsimpalis Marketing Group
 - 10) COUNCIL REPORTS AND COMMENTS
 - 11) MAYOR'S COMMENTS
 - 12) ADJOURN
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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 – March 2, 2015**
 - **Payment of Bills**
 - **February Financial Statements**
 - **Ordinance No. 2015-137**
 - (*2nd Reading)**
 - (Amending Section 8-47(b) (2)**
 - (Municipal Code)**
- (Temporary Parking of Vehicles with Attached Trailers, Campers, Boats)**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: March 16, 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-March 2, 2015
- B) Payment of Bills
- C) February Financial Statements
- D) ***(2nd Reading)** –Ordinance No. 2015-137, An Ordinance Amending Section 8-47(b) (2) of the Johnstown Municipal Code Concerning the Time Period for the Temporary Parking of Vehicles with Attached Trailers, Campers or Boats

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

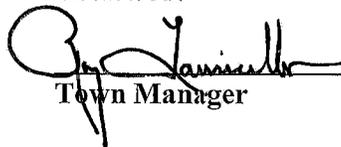
RECOMMENDED ACTION: Approve Consent Agenda

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, March 2, 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 and Molinar Jr.

Those absent were: Councilmember Townsend

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

Agenda Approval

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

Consent Agenda

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

- February 18, 2015 Town Council meeting minutes

Motion carried with a unanimous vote.

New Business

A. Public Hearing (First Reading) – An Ordinance Amending Section 8-47(b)(2) of the Johnstown Municipal Code Concerning the Time Period for the Temporary Parking of Passenger Vehicles with Attached Trailers, Campers or Boats –

Mayor Romanowski opened the Public Hearing at 7:33 p.m. and having no public comment closed the hearing at 7:37 p.m.

Councilmember Berg made a motion seconded by Councilmember James to approve Ordinance No. 2015-137 on first reading. Motion carried with a unanimous vote.

B. Consider Award of Contract for State Highway 60 Water Main Project – Dietzler Construction Corp. – The project consists of the replacement of the existing 12” steel water transmission main on the south side of State Highway 60 between Colorado Boulevard and Telep Avenue with a new 16” PVC water transmission main. There were 6 bids received in response to the Town’s solicitation for the project. Councilmember Mellon made a motion seconded by Councilmember Lebsack to award the contract for the State Highway 60 Water Main to Dietzler Construction Corp. in a total amount not to exceed \$646,323.23 and also, authorize the Town

Manager to approve change orders in an amount not to exceed 10% of the contract amount, and authorize the Mayor to sign the agreement. Motion carried with a unanimous vote.

C. Consider Award of Contract for Geotechnical Services for S. Parish Road Widening Project and State Highway 60 Water Main Project – CTL Thompson, Inc. – A total of 2 proposals were received, based upon review of the proposals staff is recommending the contract for the geotechnical services be awarded to CTL Thompson, Inc. Councilmember Lebsack made a motion seconded by Councilmember James to award the contract for Geotechnical consulting services to CTL Thompson, Inc. in a total amount not to exceed \$6,090 for the S. Parish Road Widening Project and \$4,330 for State Highway 60 Water Main Project, and authorize the Town Manager to approve change orders in an amount not to exceed 10% of the contract amount and also authorize the Mayor to sign the agreement. Motion carried with a unanimous vote.

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

Mayor

Town Clerk/Treasurer

**PAYMENT
OF
BILLS**

BILLS SUBMITTED FOR PAYMENT - MARCH 2015

ACE HARDWARE	\$	347.44	
AGGREGATE INDUSTRIES	\$	559.70	
ALL COPY PRODUCTS	\$	598.60	
AMSAN	\$	300.34	
AXIS BUSINESS	\$	9,792.52	
BAJA BROADBAND	\$	400.00	EST
BLAY, KARA & SHANE - REFUND	\$	15.46	
BLX GROUP	\$	345.00	
BRANDON COPELAND	\$	545.00	
BUCKEYE WELDING SUPPLY	\$	185.35	
CASELLE INC	\$	593.00	
CDR PROPANE	\$	2,381.40	
CENTURY LINK	\$	320.43	
CH DIAGNOSTIC & CONSULTING	\$	1,500.00	
CINTAS	\$	361.53	
CITO'S GRADING	\$	400.00	
COLORADO ANALYTICAL	\$	588.00	
COLORADO INSPECTION CONNECTION	\$	5,400.00	
COREN PRINTING	\$	380.00	
DPC INDUSTRIES	\$	16,664.39	
ENVIROTECH	\$	5,213.53	
ERGOMED	\$	400.00	
FACILITY MAINTENANCE BY DESIGN	\$	226.90	
FIRST CARE PHYSICIANS	\$	27.00	
FIRST CLASS SECURITY SYSTEMS	\$	78.90	
FIRST NATIONAL BANK	\$	478.64	
G&K SERVICES	\$	249.08	
GLENN A JONES, LIBRARY	\$	31,091.67	
GRAINGER	\$	176.13	
GREELEY & LOVELAND IRRIGATION CO	\$	126.00	
GREYSTONE TECHNOLOGY GROUP	\$	1,075.00	
GROUND GUYS	\$	1,075.00	
HAYS MARKET	\$	186.76	
HELTON & WILLIAMSEN	\$	30.00	
HILL & ROBBINS	\$	304.82	
HIRERIGHT	\$	27.05	
HOME DEPOT	\$	400.00	EST
HORIZON LABORATORY	\$	90.90	
INERTIA	\$	1,037.92	
JENSEN ARMS	\$	63.18	
JOHNSTOWN BREEZE	\$	369.36	
KING, TAMRA LYNN - REFUND	\$	25.00	
LASALLE OIL CO.	\$	506.00	
LAZAR, MICHAEL	\$	1,000.00	EST
LOVELAND FORD-LINCOLN	\$	18.20	
MAJOR, KATHY	\$	359.94	
MARIPOSA	\$	85.00	
MOUNTAIN STATES PIPE & SUPPLY	\$	13,686.81	
NAPA AUTO PARTS	\$	544.78	
NEWCO INC	\$	25.14	
NICOLETT-FLATER ASSOCIATES	\$	200.00	
NORTHERN COLORADO WATER CONSERVANCY DISTRICT	\$	461.25	
PAETEC	\$	1,759.62	
PIONEER SAND	\$	51.65	
POUDRE VALLEY REA	\$	9,369.34	
PROFORCE LAW ENFORCEMENT	\$	169.90	
PURCHASE POWER	\$	466.12	
QUILL	\$	98.99	
REORGANIZED FARMERS DITCH CO	\$	362.50	
REX OIL	\$	2,006.81	

ROCKLIN, AVI S		\$	7,575.90	
	TOWN ASSIGNMENT	\$	4,861.20	
	LARSON	\$	1,486.20	
	TR RANCH	\$	994.50	
	THOMPSON CROSSING II	\$	19.50	
	MAPLEWOOD ACRES	\$	214.50	
ROCKNAK, SHAUN - REFUND		\$	52.58	
ROCKY MOUNTAIN FBINAA		\$	475.00	
ROYAL-T ROOTER		\$	710.00	
RYLAND HOMES - REFUND		\$	43.52	
SKYBEAM		\$	132.90	EST
SLOCUM, DOUG		\$	359.94	
STAMP FULFILLMENT		\$	852.10	
SUPERIOR JANITORIAL SERVICE		\$	280.00	
TTG ENGINEERS, INC		\$	135.00	
UNITED POWER		\$	794.48	EST
UNITED STATES PLASTIC CORP		\$	18.90	
UTILITY NOTIFICATION CENTER		\$	449.02	
VERIZON WIRELESS		\$	1,553.90	
VITALE, LYNDA - REFUND		\$	65.58	
WASTE MANAGEMENT		\$	40,500.00	EST
WINTERS, HELLERICH & HUGHES		\$	2,820.00	
XCEL ENERGY		\$	50,172.82	
YOST CLEANING		\$	1,972.00	
	TOTAL	\$	224,566.69	

**FEBRUARY
FINANCIAL
STATEMENTS**

EXECUTIVE SUMMARY FEBRUARY 2015

16.00%

	Actual	Budget	Variance	%
GENERAL				
<u>Revenues</u>	895,056.00	7,103,800.00	6,208,744.00	13%
<u>Expenditures</u>				
Legislative	4,072.00	34,500.00	30,428.00	12%
Judicial	3,545.00	38,700.00	35,155.00	9%
Elections	-	20,300.00	20,300.00	0%
Administration	38,225.00	369,300.00	331,075.00	10%
Planning & Zoning	28,124.00	168,600.00	140,476.00	17%
Police	239,185.00	1,869,100.00	1,629,915.00	13%
Protective Inspections	12,505.00	134,300.00	121,795.00	9%
Streets	132,939.00	1,219,200.00	1,086,261.00	11%
Cemetery	904.00	38,700.00	37,796.00	2%
Animal Control	12,181.00	91,700.00	79,519.00	13%
Senior Coordinator	9,372.00	67,000.00	57,628.00	14%
Parks	2,341.00	61,700.00	59,359.00	4%
Community	7,327.00	389,000.00	381,673.00	2%
Transfers	90,747.00	1,445,300.00	1,354,553.00	6%
<u>Total Expenditures</u>	581,467.00	5,947,400.00	5,365,933.00	10%
 Excess Revenues over Expenditures	 313,589.00			

EXECUTIVE SUMMARY FEBUARY 2015

16.00%

	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>%</u>
WATER				
<u>Revenues</u>	453,062.00	2,017,200.00	1,564,138.00	22%
<u>Expenditures</u>				
Administration	22,526.00	216,500.00	193,974.00	10%
Operations	163,055.00	2,412,900.00	2,249,845.00	7%
Transfer	-	90,000.00	90,000.00	0%
	185,581.00	2,719,400.00	2,533,819.00	7%
Excess Revenues over Expenditures	267,481.00			

EXECUTIVE SUMMARY FEBUARY 2015

16.00%

	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>%</u>
WASTEWATER				
<u>Revenues</u>	319,370.00	1,540,000.00	1,220,630.00	21%
<u>Expenditures</u>				
Administration	35,029.00	279,500.00	244,471.00	13%
Operation	102,395.00	1,150,600.00	1,048,205.00	9%
	137,424.00	1,430,100.00	1,292,676.00	10%
Excess Revenues over Expenditures	181,946.00			

CITY OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
01-01-4010-00 GEN. PROPERTY ACCOUNTS	37,494.23	36,061.67	3,150,000.00	3,113,938.33	1.1
01-01-4020-00 SPECIFIC OWNERSHIP TAXES	24,233.91	48,865.33	200,000.00	151,134.67	24.4
01-01-4030-00 FRANCHISE TAXES	42,700.04	70,504.02	340,000.00	269,495.98	20.7
01-01-4040-00 PENALTIES & INTEREST	93.07	96.58	4,000.00	3,903.42	2.4
01-01-4070-00 SALES TAX	242,194.14	428,564.20	1,925,000.00	1,496,435.80	22.3
01-01-4080-00 SEVERANCE TAX	.00	.00	60,000.00	60,000.00	.0
TOTAL TAXES	346,715.39	584,091.80	5,679,000.00	5,094,908.20	10.3
<u>LICENSES & PERMITS</u>					
01-02-4110-00 LIQUOR LICENSE	78.75	82.50	700.00	617.50	11.8
01-02-4120-00 BUS. LIC. & PERMITS - OTHE	1,000.00	8,450.00	10,000.00	1,550.00	84.5
01-02-4130-00 BUILDING PERMITS	42,220.14	84,095.93	280,000.00	195,904.07	30.0
01-02-4140-00 DOG LICENSE & PERMITS OTHE	336.00	668.00	2,300.00	1,632.00	29.0
01-02-4150-00 FINGERPRINTING	60.00	60.00	200.00	140.00	30.0
TOTAL LICENSES & PERMITS	43,694.89	93,356.43	293,200.00	199,843.57	31.8
<u>INTERGOVERNMENTAL</u>					
01-03-4210-00 CIGARETTE TAXES	1,335.05	1,335.05	14,000.00	12,664.95	9.5
01-03-4220-00 HIGHWAY USERS TAX	30,916.23	59,990.95	340,000.00	280,009.05	17.6
01-03-4230-00 ADD. VEH. REG. FEE	4,100.50	7,506.50	42,000.00	34,493.50	17.9
01-03-4240-00 COUNTY ROAD & BRIDGE	.00	.00	70,000.00	70,000.00	.0
TOTAL INTERGOVERNMENTAL	36,351.78	68,832.50	466,000.00	397,167.50	14.8
<u>CHARGES FOR SERVICES</u>					
01-04-4310-00 CEMETERY LOTS AND CARE	1,467.50	2,067.50	20,000.00	17,932.50	10.3
01-04-4320-00 TRASH CHARGES	40,536.39	81,010.85	430,000.00	348,989.15	18.8
01-04-4330-00 OTHER SERVICES	(49.00)	(10.00)	1,500.00	1,510.00	(.7)
01-04-4340-00 FISHING PERMITS	10.00	20.00	600.00	580.00	3.3
TOTAL CHARGES FOR SERVICES	41,964.89	83,088.35	452,100.00	369,011.65	18.4
<u>FINES</u>					
01-05-4410-00 MUNICIPAL COURT FINES & FE	5,655.00	15,089.00	70,000.00	54,911.00	21.6
01-05-4420-00 SURCHARGE	914.37	2,529.32	7,000.00	4,470.68	36.1
TOTAL FINES	6,569.37	17,618.32	77,000.00	59,381.68	22.9

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>MISCELLANEOUS</u>					
01-06-4510-00 COMM. CENTER RENTAL FEES	1,815.00	4,540.00	10,000.00	5,460.00	45.4
01-06-4530-00 REFUND OF EXPENDITURES	341.85	1,216.85	5,000.00	3,783.15	24.3
01-06-4570-00 SCHOOL DISTRICT	.00	.00	26,500.00	26,500.00	.0
TOTAL MISCELLANEOUS	2,156.85	5,756.85	41,500.00	35,743.15	13.9
<u>EARNINGS ON INVESTMENTS</u>					
01-07-4610-00 EARNINGS ON INVESTMENTS	4,182.43	33,783.98	45,000.00	11,216.02	75.1
TOTAL EARNINGS ON INVESTMENTS	4,182.43	33,783.98	45,000.00	11,216.02	75.1
<u>TAXES</u>					
01-08-4520-00 TRANSFER FROM WATER FUND	.00	.00	45,000.00	45,000.00	.0
01-08-4530-00 DEVELOPERS COST PAYMENT	(7,301.12)	8,527.60	5,000.00	(3,527.60)	170.6
TOTAL TAXES	(7,301.12)	8,527.60	50,000.00	41,472.40	17.1
TOTAL FUND REVENUE	474,334.48	895,055.83	7,103,800.00	6,208,744.17	12.6

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEGISLATIVE</u>					
01-10-5010-00 BOARD MEMBERS COMPENSATION	1,525.00	3,425.00	22,800.00	19,375.00	15.0
01-10-5050-00 PAYROLL TAXES	116.68	262.06	1,800.00	1,537.94	14.6
01-10-5070-00 WORKMEN'S COMPENSATION	91.13	193.49	1,000.00	806.51	19.4
01-10-6522-00 INSURANCE	181.94	181.94	800.00	618.06	22.7
01-10-6544-03 EQUIPMENT/SOFTWARE - IPADS	9.99	9.99	3,000.00	2,990.01	.3
01-10-8016-00 PROFESSIONAL SERVICES	.00	.00	5,100.00	5,100.00	.0
TOTAL LEGISLATIVE	1,924.74	4,072.48	34,500.00	30,427.52	11.8
<u>JUDICIAL</u>					
01-15-5011-00 SAL-JUDGE	1,237.50	1,237.50	10,800.00	9,562.50	11.5
01-15-5012-00 SAL-PROS. ATT.	2,180.00	2,180.00	27,000.00	24,820.00	8.1
01-15-6505-00 OFFICE EXPENSES	92.94	127.96	800.00	672.04	16.0
01-15-8016-00 PROFESSIONAL SERVICES	.00	.00	100.00	100.00	.0
TOTAL JUDICIAL	3,510.44	3,545.46	38,700.00	35,154.54	9.2
<u>ELECTIONS</u>					
01-20-6413-00 PUBLISHING	.00	.00	400.00	400.00	.0
01-20-6526-00 SUPPLIES	.00	.00	13,100.00	13,100.00	.0
01-20-8017-00 ELECTION JUDGES	.00	.00	800.00	800.00	.0
01-20-8018-00 COORDINATING W/WELD CTY	.00	.00	6,000.00	6,000.00	.0
TOTAL ELECTIONS	.00	.00	20,300.00	20,300.00	.0

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
01-25-5010-00 SALARIES	5,814.77	11,747.60	75,400.00	63,652.40	15.6
01-25-5010-03 OVERTIME	.00	.00	600.00	600.00	.0
01-25-5011-00 PART TIME OFFICE	241.92	559.88	4,000.00	3,440.12	14.0
01-25-5012-00 INTERN	.00	.00	5,000.00	5,000.00	.0
01-25-5015-00 CLEANING SALARIES	216.66	433.32	3,500.00	3,066.68	12.4
01-25-5025-00 MANAGER	3,802.54	7,329.04	50,000.00	42,670.96	14.7
01-25-5050-00 PAYROLL TAXES	736.27	1,466.22	10,000.00	8,533.78	14.7
01-25-5060-00 RETIREMENT FUND	727.22	1,441.46	9,500.00	8,058.54	15.2
01-25-5065-00 HEALTH INSURANCE	2,307.06	4,613.61	30,000.00	25,386.39	15.4
01-25-5070-00 WORKMAN'S COMPENSATION	91.13	193.49	700.00	506.51	27.6
01-25-6010-00 UTILITIES	504.07	504.07	6,000.00	5,495.93	8.4
01-25-6505-00 OFFICE EXPENSE	208.61	759.54	8,000.00	7,240.46	9.5
01-25-6506-00 UTILITY BILL MAILING	322.12	649.07	4,100.00	3,450.93	15.8
01-25-6510-00 TELEPHONE	245.76	245.76	2,100.00	1,854.24	11.7
01-25-6511-00 TRAINING	.00	.00	1,100.00	1,100.00	.0
01-25-6513-00 PUBLISHING	283.50	283.50	6,300.00	6,016.50	4.5
01-25-6515-00 DUES AND SUBSCRIPTIONS	45.00	2,141.00	2,800.00	659.00	76.5
01-25-6518-00 CLEANING SUPPLIES	111.21	156.56	1,600.00	1,443.44	9.8
01-25-6520-00 MILEAGE & EXPENSES	65.00	65.00	2,400.00	2,335.00	2.7
01-25-6522-00 INSURANCE & BONDS	3,275.00	3,275.00	14,400.00	11,125.00	22.7
01-25-6544-05 SOFTWARE	.00	.00	9,500.00	9,500.00	.0
01-25-6544-07 MISC. OFFICE EQPT.	.00	.00	1,000.00	1,000.00	.0
01-25-7020-00 MAINTENANCE & REPAIRS	99.80	99.80	3,700.00	3,600.20	2.7
01-25-8010-00 AUDIT	.00	.00	9,200.00	9,200.00	.0
01-25-8012-00 COMPUTER PROFESSIONAL SERV	591.59	854.20	15,000.00	14,145.80	5.7
01-25-8014-00 LEGAL	.00	.00	35,000.00	35,000.00	.0
01-25-8015-00 TAPING MEETINGS	539.75	807.00	6,600.00	5,793.00	12.2
01-25-8016-00 SALARY STUDY FEES	.00	.00	800.00	800.00	.0
01-25-8017-00 PROFESSIONAL SERVICES	85.00	170.00	2,000.00	1,830.00	8.5
01-25-8019-00 TREASURER'S FEES	429.03	429.40	48,000.00	47,570.60	.9
01-25-9028-00 COMMUNICATIONS	.00	.00	1,000.00	1,000.00	.0
TOTAL ADMINISTRATION	20,743.01	38,224.52	369,300.00	331,075.48	10.4

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PLANNING & ZONING</u>					
01-30-5010-00 SALARIES	8,340.54	16,553.21	108,500.00	91,946.79	15.3
01-30-5050-00 PAYROLL TAXES	627.90	1,246.01	8,300.00	7,053.99	15.0
01-30-5060-00 RETIREMENT FUND	770.30	1,528.79	10,100.00	8,571.21	15.1
01-30-5065-00 HEALTH INSURANCE	1,390.33	2,774.32	18,300.00	15,525.68	15.2
01-30-5070-00 WORKMENS COMPENSATION	91.13	193.49	1,500.00	1,306.51	12.9
01-30-6010-00 UTILITIES	413.62	413.62	3,200.00	2,786.38	12.9
01-30-6505-00 OFFICE SUPPLIES	219.26	329.26	2,500.00	2,170.74	13.2
01-30-6510-00 TELEPHONE	.00	.00	1,400.00	1,400.00	.0
01-30-6511-00 TRAINING	.00	.00	500.00	500.00	.0
01-30-6513-00 PUBLISH/RECORD	.00	.00	200.00	200.00	.0
01-30-6515-00 DUES/SUBSCRIPTIONS	.00	.00	800.00	800.00	.0
01-30-6520-00 MILEAGE & EXPENSES	.00	.00	100.00	100.00	.0
01-30-6522-00 INSURANCE AND BONDS	500.35	500.35	2,200.00	1,699.65	22.7
01-30-6544-04 MACHINERY AND EQPT.	.00	.00	500.00	500.00	.0
01-30-8014-00 LEGAL	.00	.00	500.00	500.00	.0
01-30-8016-00 PROFESSIONAL SERVICES	4,443.18	4,584.70	10,000.00	5,415.30	45.9
TOTAL PLANNING & ZONING	16,796.61	28,123.75	168,600.00	140,476.25	16.7

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE</u>					
01-35-5010-00 SALARIES	66,542.84	135,451.49	1,028,800.00	893,348.51	13.2
01-35-5010-03 OVERTIME PAY	587.47	1,187.58	15,000.00	13,812.42	7.9
01-35-5013-00 CLERICAL SALARIES	4,930.60	9,810.40	64,100.00	54,289.60	15.3
01-35-5050-00 PAYROLL TAXES	5,354.59	10,873.86	85,000.00	74,126.14	12.8
01-35-5060-00 RETIREMENT	3,968.44	8,058.51	62,000.00	53,941.49	13.0
01-35-5065-00 HEALTH INSURANCE	20,474.90	42,484.28	309,400.00	266,915.72	13.7
01-35-5070-00 WORKMEN'S COMPENSATION	4,374.24	9,287.52	45,000.00	35,712.48	20.6
01-35-6010-00 UTILITIES	2,086.52	2,086.52	16,400.00	14,313.48	12.7
01-35-6505-00 OFFICE EXPENSE	529.02	642.59	8,000.00	7,357.41	8.0
01-35-6510-00 TELEPHONE	521.43	521.43	7,500.00	6,978.57	7.0
01-35-6511-00 TRAINING	1,900.00	1,900.00	13,000.00	11,100.00	14.6
01-35-6513-00 PUBLISHING	.00	.00	1,000.00	1,000.00	.0
01-35-6515-00 DUES AND SUBSCRIPTIONS	35.00	35.00	1,200.00	1,165.00	2.9
01-35-6518-00 CLEANING SERVICES	616.32	1,158.32	8,100.00	6,941.68	14.3
01-35-6522-00 INSURANCE AND BONDS	10,461.82	10,461.82	46,000.00	35,538.18	22.7
01-35-6524-00 GAS AND OIL	1,731.94	1,731.94	38,000.00	36,268.06	4.6
01-35-6526-00 OPERATING SUPPLIES	435.39	435.39	7,000.00	6,564.61	6.2
01-35-6527-00 UNIFORMS AND CLEANING	46.19	46.19	5,000.00	4,953.81	.9
01-35-6528-00 WELD COUNTY MAINT. AGREEME	.00	.00	11,000.00	11,000.00	.0
01-35-6544-02 COMPUTER SYSTEMS	.00	.00	2,500.00	2,500.00	.0
01-35-6544-04 RADAR GUNS	.00	.00	8,700.00	8,700.00	.0
01-35-6544-05 CELLULAR PHONES	.00	.00	100.00	100.00	.0
01-35-6544-06 VESTS	.00	.00	4,500.00	4,500.00	.0
01-35-6544-07 CAMERA & INVESTIGATION EQPT.	.00	.00	2,600.00	2,600.00	.0
01-35-6544-09 SHOOTING RANGE SUPPLIES	87.48	87.48	3,600.00	3,512.52	2.4
01-35-6544-10 OFFICE IMPROVEMENTS	87.69	87.69	5,000.00	4,912.31	1.8
01-35-6544-11 POLICE EQUIPMENT	79.90	79.90	7,500.00	7,420.10	1.1
01-35-7010-00 BLDG. REPAIR & MAINT.	1,268.60	1,268.60	8,000.00	6,731.40	15.9
01-35-7020-00 REPAIRS AND MAINTENANCE	179.16	179.16	10,000.00	9,820.84	1.8
01-35-8012-00 COMP. PROFESSIONAL SERVICE	145.05	290.10	12,000.00	11,709.90	2.4
01-35-8014-00 LEGAL	263.50	263.50	3,000.00	2,736.50	8.8
01-35-8016-00 PROFESSIONAL SERVICES	156.00	156.00	5,000.00	4,844.00	3.1
01-35-8017-00 JUVENILE ASSESSMENT CENTER	.00	.00	5,400.00	5,400.00	.0
01-35-8021-00 COMP. LINK TO RECORDS	600.19	600.19	9,500.00	8,899.81	6.3
01-35-9022-00 JAIL FEES	.00	.00	1,500.00	1,500.00	.0
01-35-9028-00 COMMUNITY SERVICES	.00	.00	8,700.00	8,700.00	.0
TOTAL POLICE	127,464.28	239,185.46	1,869,100.00	1,629,914.54	12.8

CITY OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PROTECTIVE INSPECTIONS</u>					
01-40-5010-00 SALARIES	1,724.58	3,425.91	30,000.00	26,574.09	11.4
01-40-5050-00 PAYROLL TAXES	129.32	256.87	2,500.00	2,243.13	10.3
01-40-5060-00 RETIREMENT	73.04	145.10	1,300.00	1,154.90	11.2
01-40-5065-00 HEALTH INSURANCE	369.41	737.29	5,100.00	4,362.71	14.5
01-40-5070-00 WORKMEN'S COMPENSATION	91.13	193.49	1,200.00	1,006.51	16.1
01-40-6010-00 UTILITIES	413.62	413.62	3,800.00	3,386.38	10.9
01-40-6505-00 OFFICE EXPENSE	536.57	536.57	3,800.00	3,263.43	14.1
01-40-6510-00 TELEPHONE	.00	.00	1,600.00	1,600.00	.0
01-40-6511-00 TRAINING	.00	.00	500.00	500.00	.0
01-40-6513-00 PUBLISHING	.00	.00	500.00	500.00	.0
01-40-6515-00 DUES & SUBSCRIPTIONS	.00	.00	200.00	200.00	.0
01-40-6518-00 CLEANING & SUPPLIES	.00	.00	800.00	800.00	.0
01-40-6522-00 INSURANCE AND BONDS	1,819.45	1,819.45	8,000.00	6,180.55	22.7
01-40-6526-00 OPERATING SUPPLIES	.00	.00	2,000.00	2,000.00	.0
01-40-6544-02 COMPUTER	.00	.00	1,500.00	1,500.00	.0
01-40-6544-04 COMPUTER SOFTWARE	.00	.00	500.00	500.00	.0
01-40-7020-00 REPAIR & MAINTENANCE	99.81	99.81	2,000.00	1,900.19	5.0
01-40-8012-00 COMP. PROF. SERVICES	235.07	376.51	3,500.00	3,123.49	10.8
01-40-8014-00 LEGAL	.00	.00	500.00	500.00	.0
01-40-8016-00 PROFESSIONAL SERVICES	4,500.00	4,500.00	65,000.00	60,500.00	6.9
TOTAL PROTECTIVE INSPECTIONS	9,992.00	12,504.62	134,300.00	121,795.38	9.3

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STREETS</u>					
01-45-5010-00 SALARIES	17,518.42	34,988.04	266,000.00	231,011.96	13.2
01-45-5010-03 OVERTIME	.00	1,034.38	7,000.00	5,965.62	14.8
01-45-5015-00 PART-TIME SALARIES	.00	.00	15,000.00	15,000.00	.0
01-45-5050-00 PAYROLL TAXES	1,301.77	2,675.71	22,000.00	19,324.29	12.2
01-45-5060-00 RETIREMENT FUND	1,142.04	2,321.65	18,500.00	16,178.35	12.6
01-45-5065-00 HEALTH INSURANCE	4,977.39	10,531.79	70,000.00	59,468.21	15.1
01-45-5070-00 WORKMEN'S COMPENSATION	1,822.60	3,869.80	16,000.00	12,130.20	24.2
01-45-6010-00 UTILITIES	665.38	665.38	15,000.00	14,334.62	4.4
01-45-6015-00 UTILITIES - STREET LIGHTIN	20,222.88	20,222.88	230,000.00	209,777.12	8.8
01-45-6505-00 OFFICE EXPENSE	30.50	30.50	600.00	569.50	5.1
01-45-6510-00 TELEPHONE	220.15	220.15	3,300.00	3,079.85	6.7
01-45-6511-00 TRAINING	.00	.00	1,500.00	1,500.00	.0
01-45-6515-00 DUES & SUBSCRIPTIONS	.00	.00	500.00	500.00	.0
01-45-6518-00 CLEANING SUPPLIES	108.54	198.22	1,600.00	1,401.78	12.4
01-45-6522-00 INSURANCE AND BONDS	5,731.26	5,731.26	25,200.00	19,468.74	22.7
01-45-6524-00 GAS & OIL	2,210.77	2,210.77	22,500.00	20,289.23	9.8
01-45-6526-00 OPERATING SUPPLIES	325.04	325.04	4,500.00	4,174.96	7.2
01-45-6530-00 SNOW AND ICE REMOVAL	5,012.37	5,012.37	20,000.00	14,987.63	25.1
01-45-6532-00 TRASH SERVICE	40,428.01	40,428.01	425,000.00	384,571.99	9.5
01-45-6534-00 WEED CONTROL	.00	.00	6,000.00	6,000.00	.0
01-45-6536-00 STREET SIGNS	.00	.00	4,000.00	4,000.00	.0
01-45-6544-03 EQUIPMENT	.00	.00	4,000.00	4,000.00	.0
01-45-6544-06 HOLIDAY DECORATIONS	890.75	890.75	5,000.00	4,109.25	17.8
01-45-6544-07 TOOLS	25.10	25.10	3,500.00	3,474.90	.7
01-45-6544-09 SAFETY EQUIPMENT	129.04	129.04	4,000.00	3,870.96	3.2
01-45-7020-00 REP & MAINT - EQUIP & BLDG	101.68	773.40	20,000.00	19,226.60	3.9
01-45-7030-00 REPAIR & MAINT. BLDGS.	.00	.00	5,000.00	5,000.00	.0
01-45-8016-00 PROFESSIONAL SERVICES	469.21	654.92	3,500.00	2,845.08	18.7
TOTAL STREETS	103,332.90	132,939.16	1,219,200.00	1,086,260.84	10.9

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CEMETERY</u>					
01-50-5015-00 SALARIES	.00	.00	12,000.00	12,000.00	.0
01-50-5050-00 PAYROLL TAXES	.00	.00	1,000.00	1,000.00	.0
01-50-5070-00 WORKMEN'S COMPENSATION	182.26	386.98	1,300.00	913.02	29.8
01-50-6513-00 PUBLISHING	.00	.00	300.00	300.00	.0
01-50-6522-00 INSURANCE	432.12	432.12	1,900.00	1,467.88	22.7
01-50-6524-00 GAS & OIL	.00	.00	1,800.00	1,800.00	.0
01-50-6526-00 SUPPLIES	85.00	85.00	1,600.00	1,515.00	5.3
01-50-6533-00 TREE TRIMMING	.00	.00	3,500.00	3,500.00	.0
01-50-6534-00 FERTILIZER & WEED CONTROL	.00	.00	4,700.00	4,700.00	.0
01-50-6544-02 HAND MOWER	.00	.00	1,000.00	1,000.00	.0
01-50-6544-03 SPINTRIMMER	.00	.00	800.00	800.00	.0
01-50-6544-05 TOOLS	.00	.00	400.00	400.00	.0
01-50-6544-06 TREES	.00	.00	1,500.00	1,500.00	.0
01-50-7020-00 REPAIRS AND MAINTENANCE	.00	.00	3,200.00	3,200.00	.0
01-50-7025-00 SPRINKLER REPAIR	.00	.00	3,200.00	3,200.00	.0
01-50-8016-00 PROFESSIONAL SERVICES	.00	.00	500.00	500.00	.0
TOTAL CEMETERY	699.38	904.10	38,700.00	37,795.90	2.3
<u>ANIMAL CONTROL</u>					
01-55-5010-00 SALARIES	3,447.64	6,827.47	45,300.00	38,472.53	15.1
01-55-5010-03 OVERTIME	64.24	64.24	200.00	135.76	32.1
01-55-5050-00 PAYROLL TAXES	255.30	500.49	3,500.00	2,999.51	14.3
01-55-5060-00 RET BEN	146.03	289.18	2,000.00	1,710.82	14.5
01-55-5065-00 HEALTH BEN	1,592.30	3,182.04	19,000.00	15,817.96	16.8
01-55-5070-00 WORKMENS COMPENSATION	182.26	386.98	1,500.00	1,113.02	25.8
01-55-6522-00 INSURANCE	454.86	454.86	2,000.00	1,545.14	22.7
01-55-6524-00 GAS AND OIL	119.18	119.18	3,500.00	3,380.82	3.4
01-55-6526-00 SUPPLIES	140.00	279.31	1,200.00	920.69	23.3
01-55-7020-00 REPAIR & MAINTENANCE	.00	76.78	500.00	423.22	15.4
01-55-7030-00 WEED/NUISANCE CONTROL	.00	.00	8,000.00	8,000.00	.0
01-55-8016-00 PROFESSIONAL SERVICES	.00	.00	5,000.00	5,000.00	.0
TOTAL ANIMAL CONTROL	6,401.81	12,180.53	91,700.00	79,519.47	13.3

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SENIOR COORDINATOR PROGRAM</u>					
01-60-5015-00 PART-TIME SALARIES	2,847.86	5,652.81	37,100.00	31,447.19	15.2
01-60-5050-00 PAYROLL TAXES	212.68	422.07	2,900.00	2,477.93	14.6
01-60-5065-00 HEALTH INSURANCE	676.67	1,353.34	9,400.00	8,046.66	14.4
01-60-5070-00 WORKMEN'S COMPENSATION	91.13	193.49	2,500.00	2,306.51	7.7
01-60-6010-00 UTILITIES	596.59	596.59	4,000.00	3,403.41	14.9
01-60-6510-00 TELEPHONE	116.67	116.67	1,300.00	1,183.33	9.0
01-60-6520-00 MILEAGE	165.78	230.78	3,000.00	2,769.22	7.7
01-60-6522-00 INSURANCE	341.15	341.15	1,500.00	1,158.85	22.7
01-60-7020-00 REPAIR & MAINTENANCE	263.10	465.10	5,300.00	4,834.90	8.8
TOTAL SENIOR COORDINATOR PROGRAM	5,311.63	9,372.00	67,000.00	57,628.00	14.0
<u>PARKS</u>					
01-65-5015-00 PART-TIME SALARIES	.00	.00	21,700.00	21,700.00	.0
01-65-5050-00 PAYROLL TAXES	.00	.00	1,700.00	1,700.00	.0
01-65-5070-00 WORKMEN'S COMPENSATION	182.26	386.98	1,800.00	1,413.02	21.5
01-65-6010-00 UTILITIES	1,229.27	1,229.27	8,000.00	6,770.73	15.4
01-65-6511-00 TRAINING	.00	.00	300.00	300.00	.0
01-65-6522-00 INSURANCE AND BONDS	477.60	477.60	2,100.00	1,622.40	22.7
01-65-6524-00 GAS AND OIL	.00	.00	1,800.00	1,800.00	.0
01-65-6526-00 SUPPLIES	134.46	134.46	2,000.00	1,865.54	6.7
01-65-6534-00 FERTILIZER AND WEED CONTROL	.00	.00	9,000.00	9,000.00	.0
01-65-6542-00 PORTA-POTTIES	.00	.00	2,000.00	2,000.00	.0
01-65-6544-01 MOWER	.00	.00	1,000.00	1,000.00	.0
01-65-6544-02 SPIN TRIMMER	.00	.00	800.00	800.00	.0
01-65-7020-00 REPAIRS AND MAINTENANCE	112.73	112.73	5,000.00	4,887.27	2.3
01-65-7025-00 SPRINKLER REPAIRS	.00	.00	4,500.00	4,500.00	.0
TOTAL PARKS	2,136.32	2,341.04	61,700.00	59,358.96	3.8
<u>LIBRARY</u>					
01-70-7000-00 TOWN SUPPORT-LIBRARY	31,091.67	62,183.34	373,100.00	310,916.66	16.7
TOTAL LIBRARY	31,091.67	62,183.34	373,100.00	310,916.66	16.7

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEGISLATIVE</u>					
01-75-6526-00	69.98	101.97	6,500.00	6,398.03	1.6
01-75-7020-00	752.94	1,218.24	10,000.00	8,781.76	12.2
01-75-7025-00	596.59	596.59	7,500.00	6,903.41	8.0
01-75-7031-00	.00	.00	25,000.00	25,000.00	.0
01-75-7033-00	.00	.00	15,000.00	15,000.00	.0
01-75-7051-00	.00	.00	67,100.00	67,100.00	.0
01-75-7054-00	.00	.00	5,500.00	5,500.00	.0
01-75-7055-00	.00	1,000.00	11,000.00	10,000.00	9.1
01-75-7060-00	.00	.00	23,200.00	23,200.00	.0
01-75-7066-00	.00	.00	3,500.00	3,500.00	.0
01-75-7070-00	.00	.00	23,700.00	23,700.00	.0
01-75-7080-00	.00	.00	17,500.00	17,500.00	.0
01-75-7090-00	.00	.00	15,000.00	15,000.00	.0
01-75-7100-00	.00	.00	10,000.00	10,000.00	.0
01-75-7125-00	.00	712.50	15,000.00	14,287.50	4.8
01-75-7129-00	3,510.00	3,510.00	21,000.00	17,490.00	16.7
01-75-7130-00	139.90	187.85	5,000.00	4,812.15	3.8
01-75-7131-00	.00	.00	2,500.00	2,500.00	.0
01-75-7133-00	.00	.00	10,000.00	10,000.00	.0
01-75-7135-00	.00	.00	50,000.00	50,000.00	.0
01-75-7136-00	.00	.00	45,000.00	45,000.00	.0
TOTAL LEGISLATIVE	5,069.41	7,327.15	389,000.00	381,672.85	1.9
<u>TRANSFERS OUT</u>					
01-80-7040-00	.00	.00	182,200.00	182,200.00	.0
01-80-7050-00	.00	.00	225,000.00	225,000.00	.0
01-80-7080-00	.00	.00	25,000.00	25,000.00	.0
01-80-7110-00	28,563.54	28,563.54	140,000.00	111,436.46	20.4
01-80-7115-00	.00	.00	500,000.00	500,000.00	.0
TOTAL TRANSFERS OUT	28,563.54	28,563.54	1,072,200.00	1,043,636.46	2.7
TOTAL FUND EXPENDITURES	363,037.74	581,467.15	5,947,400.00	5,365,932.85	9.8
NET REVENUE OVER EXPENDITURES	111,296.74	313,588.68	1,156,400.00	842,811.32	27.1

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2015

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SOURCE 00</u>					
02-00-4310-00 WATER CHARGES	97,820.25	190,321.10	1,700,000.00	1,509,678.90	11.2
02-00-4320-00 WATER TAP FEES	36,400.00	78,000.00	.00	(78,000.00)	.0
02-00-4322-00 RAW WATER DEV. FEE	57,332.00	108,132.00	.00	(108,132.00)	.0
02-00-4325-00 WATER REFUNDS	(591.73)	(941.73)	.00	941.73	.0
02-00-4330-00 MISCELLANEOUS	11,973.71	65,846.82	110,000.00	44,153.18	59.9
02-00-4610-00 EARNINGS ON INVESTMENTS	1,632.56	11,703.49	25,000.00	13,296.51	46.8
02-00-4830-00 TRANSFER FROM GENERAL FUND	.00	.00	182,200.00	182,200.00	.0
TOTAL SOURCE 00	204,566.79	453,061.68	2,017,200.00	1,564,138.32	22.5
TOTAL FUND REVENUE	204,566.79	453,061.68	2,017,200.00	1,564,138.32	22.5

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2015

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
02-25-5010-00 SALARIES	2,651.35	5,368.58	36,000.00	30,631.42	14.9
02-25-5010-03 OVERTIME	.00	.00	300.00	300.00	.0
02-25-5015-00 PART-TIME SALARIES	241.92	559.88	4,200.00	3,640.12	13.3
02-25-5020-00 JANITORIAL SALARIES	216.67	433.34	2,700.00	2,266.66	16.1
02-25-5025-00 MANAGER	1,958.88	3,775.57	25,500.00	21,724.43	14.8
02-25-5050-00 PAYROLL TAXES	361.45	722.90	5,100.00	4,377.10	14.2
02-25-5060-00 RETIREMENT FUND	374.32	741.95	5,100.00	4,358.05	14.6
02-25-5065-00 HEALTH INSURANCE	1,218.42	2,436.82	15,000.00	12,563.18	16.3
02-25-5070-00 WORKMEN'S COMPENSATION	91.13	193.49	600.00	406.51	32.3
02-25-6010-00 UTILITIES	468.39	468.39	3,900.00	3,431.61	12.0
02-25-6505-00 OFFICE EXPENSE	217.68	1,036.44	5,000.00	3,963.56	20.7
02-25-6506-00 UTILITY BILL MAILING	322.12	649.06	4,100.00	3,450.94	15.8
02-25-6510-00 TELEPHONE	228.58	228.58	1,800.00	1,571.42	12.7
02-25-6511-00 TRAINING & MEETINGS	.00	.00	1,200.00	1,200.00	.0
02-25-6513-00 PUBLISHING	24.30	24.30	1,000.00	975.70	2.4
02-25-6515-00 DUES AND SUBSCRIPTIONS	.00	.00	2,200.00	2,200.00	.0
02-25-6518-00 CLEANING SUPPLIES	111.21	156.55	1,000.00	843.45	15.7
02-25-6520-00 MILEAGE & EXPENSES	.00	.00	500.00	500.00	.0
02-25-6522-00 INSURANCE & BONDS	1,364.59	1,364.59	6,000.00	4,635.41	22.7
02-25-6544-02 CAPITAL OUTLAY - COMP. SOFT	.00	.00	7,500.00	7,500.00	.0
02-25-6544-07 MISCELLANEOUS OFFICE	.00	.00	300.00	300.00	.0
02-25-7020-00 REPAIR & MAINT.	99.80	99.80	1,000.00	900.20	10.0
02-25-8010-00 AUDIT	.00	.00	5,900.00	5,900.00	.0
02-25-8011-00 PROF. SERV.-WATER ADJUDICATION	173.74	173.74	20,000.00	19,826.26	.9
02-25-8012-00 COMP. PROFESSIONAL SERVICES	525.13	721.29	8,100.00	7,378.71	8.9
02-25-8014-00 LEGAL	.00	.00	8,000.00	8,000.00	.0
02-25-8016-00 SALARY STUDY FEES	.00	.00	1,000.00	1,000.00	.0
02-25-8017-00 PROFESSIONAL SERVICES	3,371.00	3,371.00	40,000.00	36,629.00	8.4
02-25-9028-00 COMMUNICATIONS	.00	.00	3,500.00	3,500.00	.0
TOTAL ADMINISTRATION	14,020.68	22,526.27	216,500.00	193,973.73	10.4

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2015

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS - WATER FUND</u>					
02-70-5010-00 SALARIES	14,932.96	29,682.10	212,500.00	182,817.90	14.0
02-70-5010-03 OVERTIME	228.24	711.76	10,000.00	9,288.24	7.1
02-70-5015-00 PART TIME SALARIES	.00	.00	2,600.00	2,600.00	.0
02-70-5050-00 PAYROLL TAXES	1,127.50	2,260.40	17,500.00	15,239.60	12.9
02-70-5060-00 RETIREMENT FUND	805.80	1,609.52	12,000.00	10,390.48	13.4
02-70-5065-00 HEALTH INSURANCE	4,250.97	8,495.27	65,000.00	56,504.73	13.1
02-70-5070-00 WORKMEN'S COMPENSATION	546.78	1,160.94	7,900.00	6,739.06	14.7
02-70-6010-00 UTILITIES	14,997.92	14,997.92	177,000.00	162,002.08	8.5
02-70-6510-00 TELEPHONE	705.02	705.02	7,000.00	6,294.98	10.1
02-70-6511-00 TRAINING	55.00	55.00	3,000.00	2,945.00	1.8
02-70-6518-00 CLEANING SUPPLIES	108.54	198.21	1,500.00	1,301.79	13.2
02-70-6522-00 INSURANCE	7,444.13	7,444.13	23,500.00	16,055.87	31.7
02-70-6524-00 GAS AND OIL	588.27	588.27	14,000.00	13,411.73	4.2
02-70-6526-00 OPERATING SUPPLIES	7,650.35	7,692.71	142,000.00	134,307.29	5.4
02-70-6527-00 SUPPLIES-SAFETY EQPT.	.00	.00	3,400.00	3,400.00	.0
02-70-6544-01 METER UPGRADE	6,507.68	6,507.68	95,000.00	88,492.32	6.9
02-70-6544-02 TOOLS	92.02	92.02	5,000.00	4,907.98	1.8
02-70-6544-07 TESTING EQUIPMENT	.00	.00	4,000.00	4,000.00	.0
02-70-6544-08 VEHICLE-PURCHASE	.00	.00	37,500.00	37,500.00	.0
02-70-6544-10 HWY 60 WATERLINE PROJECT	.00	.00	850,000.00	850,000.00	.0
02-70-6544-13 WATER PLANT IMPROVEMENTS	.00	.00	50,000.00	50,000.00	.0
02-70-6544-22 WATERLINE REPLACEMENT	.00	.00	30,000.00	30,000.00	.0
02-70-6544-29 INSTRUMENTATION UPGRADES	.00	.00	85,000.00	85,000.00	.0
02-70-6544-32 EMERGENCY WATER INTERCONNECT	.00	.00	165,000.00	165,000.00	.0
02-70-6544-36 FIRE HYDRANT REPAIRS	.00	.00	30,000.00	30,000.00	.0
02-70-6544-38 LONE TREE REPLACE PUMP/MOTORS	.00	.00	55,000.00	55,000.00	.0
02-70-7015-00 R&M WATERLINES	2,408.86	2,408.86	25,000.00	22,591.14	9.6
02-70-7020-00 REPAIRS & MAINTENANCE	694.80	694.80	50,000.00	49,305.20	1.4
02-70-7022-00 VEHICLE REPAIRS	321.40	321.40	4,000.00	3,678.60	8.0
02-70-7030-00 PURCHASED WATER	.00	.00	6,000.00	6,000.00	.0
02-70-7035-00 WATER ASSESMENT	76,725.85	76,725.85	98,000.00	21,274.15	78.3
02-70-7090-00 INSURANCE DEDUCTIBLES	.00	.00	4,500.00	4,500.00	.0
02-70-8012-00 PROFESSIONAL SERVICES	526.70	703.54	120,000.00	119,296.46	.6
TOTAL OPERATIONS - WATER FUND	140,718.79	163,055.40	2,412,900.00	2,249,844.60	6.8
<u>TRANSFERS OUT</u>					
02-80-7051-00 TRANSFER TO OTHER FUNDS	.00	.00	90,000.00	90,000.00	.0
TOTAL TRANSFERS OUT	.00	.00	90,000.00	90,000.00	.0
TOTAL FUND EXPENDITURES	154,739.47	185,581.67	2,719,400.00	2,533,818.33	6.8
NET REVENUE OVER EXPENDITURES	49,827.32	267,480.01	(702,200.00)	(969,680.01)	38.1

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2015

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SOURCE 00</u>					
03-00-4310-00 SEWER CHARGES	133,194.35	266,085.70	1,500,000.00	1,233,914.30	17.7
03-00-4320-00 SEWER TAP FEES	11,600.00	36,800.00	.00	(36,800.00)	.0
03-00-4330-00 MISCELLANEOUS	875.00	2,320.44	10,000.00	7,679.56	23.2
03-00-4610-00 EARNINGS ON INVESTMENTS	2,353.70	14,163.39	30,000.00	15,836.61	47.2
TOTAL SOURCE 00	148,023.05	319,369.53	1,540,000.00	1,220,630.47	20.7
TOTAL FUND REVENUE	148,023.05	319,369.53	1,540,000.00	1,220,630.47	20.7

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2015

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PERSONNEL</u>					
03-25-5010-00 SALARIES	4,363.73	8,870.24	57,500.00	48,629.76	15.4
03-25-5010-03 OVERTIME	.00	.00	500.00	500.00	.0
03-25-5015-00 PART-TIME SALARIES	241.92	559.88	4,200.00	3,640.12	13.3
03-25-5020-00 JANITORIAL SALARIES	216.67	433.34	2,600.00	2,166.66	16.7
03-25-5025-00 MANAGER SALARIES	3,802.54	7,329.04	49,500.00	42,170.96	14.8
03-25-5050-00 PAYROLL TAXES	625.83	1,247.30	8,700.00	7,452.70	14.3
03-25-5060-00 RETIREMENT FUND	649.54	1,287.40	8,300.00	7,012.60	15.5
03-25-5065-00 HEALTH INSURANCE	2,172.26	4,345.47	28,000.00	23,654.53	15.5
03-25-5070-00 WORKMEN'S COMPENSATION	91.13	193.49	600.00	406.51	32.3
03-25-6010-00 UTILITIES - TOWN HALL	468.39	468.39	4,400.00	3,931.61	10.7
03-25-6505-00 OFFICE EXPENSES	172.72	438.03	4,400.00	3,961.97	10.0
03-25-6506-00 UTILITY BILL MAILING	322.12	649.07	4,000.00	3,350.93	16.2
03-25-6510-00 TELEPHONE	228.58	228.58	1,800.00	1,571.42	12.7
03-25-6511-00 TRAINING & MEETINGS	.00	.00	1,100.00	1,100.00	.0
03-25-6515-00 DUES & SUBSCRIPTIONS	.00	.00	500.00	500.00	.0
03-25-6518-00 CLEANING SUPPLIES	111.20	156.54	1,000.00	843.46	15.7
03-25-6520-00 MILEAGE & EXPENSES	.00	.00	800.00	800.00	.0
03-25-6522-00 INSURANCE & BONDS	1,501.04	1,501.04	6,600.00	5,098.96	22.7
03-25-6544-02 COMPUTER SOFTWARE	.00	.00	7,500.00	7,500.00	.0
03-25-6544-04 CAPITAL OUTLAY - COMPUTER	.00	.00	1,200.00	1,200.00	.0
03-25-6544-07 MISCELLANEOUS OFFICE	.00	.00	400.00	400.00	.0
03-25-7020-00 REPAIR & MAINTENANCE	99.80	99.80	1,100.00	1,000.20	9.1
03-25-8010-00 AUDIT	.00	.00	7,000.00	7,000.00	.0
03-25-8012-00 PROFESSIONAL SERVICES	525.12	721.28	7,000.00	6,278.72	10.3
03-25-8014-00 LEGAL	6,121.50	6,318.50	30,000.00	23,681.50	21.1
03-25-8016-00 SALARY STUDY	.00	.00	800.00	800.00	.0
03-25-8017-00 PROFESSIONAL SERVICES - ENG.	181.64	181.64	40,000.00	39,818.36	.5
TOTAL PERSONNEL	21,895.73	35,029.03	279,500.00	244,470.97	12.5

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2015

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS - SEWER FUND</u>					
03-70-5010-00 SALARIES	17,845.41	35,466.13	253,000.00	217,533.87	14.0
03-70-5010-03 OVERTIME PAY	278.94	869.89	10,000.00	9,130.11	8.7
03-70-5050-00 PAYROLL TAXES	1,347.27	2,701.24	20,300.00	17,598.76	13.3
03-70-5060-00 RETIREMENT FUND	947.39	1,892.26	14,500.00	12,607.74	13.1
03-70-5065-00 HEALTH INSURANCE	5,152.16	10,296.15	72,000.00	61,703.85	14.3
03-70-5070-00 WORKMEN'S COMPENSATION	637.91	1,354.43	8,200.00	6,845.57	16.5
03-70-6010-00 UTILITIES	26,732.10	26,732.10	225,000.00	198,267.90	11.9
03-70-6510-00 TELEPHONE	470.00	470.00	5,200.00	4,730.00	9.0
03-70-6511-00 TRAINING	.00	.00	3,000.00	3,000.00	.0
03-70-6518-00 CLEANING SUPPLIES	148.58	238.25	1,500.00	1,261.75	15.9
03-70-6522-00 INSURANCE	8,149.16	8,149.16	26,600.00	18,450.84	30.6
03-70-6524-00 GAS AND OIL	588.27	588.27	14,500.00	13,911.73	4.1
03-70-6526-00 OPERATING SUPPLIES	11,756.91	11,756.91	105,000.00	93,243.09	11.2
03-70-6527-00 SUPPLIES-SAFETY EQPT.	.00	.00	3,500.00	3,500.00	.0
03-70-6544-02 TOOLS	.00	.00	3,500.00	3,500.00	.0
03-70-6544-03 VEHICLE	.00	.00	37,500.00	37,500.00	.0
03-70-6544-04 MANHOLE INSTALLATION	.00	.00	10,000.00	10,000.00	.0
03-70-6544-08 CENTRAL PLANT LAGOONS	.00	.00	30,000.00	30,000.00	.0
03-70-6544-10 SEWERLINE REPLACEMENT	.00	.00	20,000.00	20,000.00	.0
03-70-6544-16 INSTRUMENTATION UPGRADES	.00	.00	115,000.00	115,000.00	.0
03-70-7015-00 REPAIRS AND MAINTENANCE	686.14	686.14	20,000.00	19,313.86	3.4
03-70-7020-00 R & M MAINS	317.40	317.40	80,000.00	79,682.60	.4
03-70-7022-00 VEHICLE REPAIRS	319.41	319.41	3,800.00	3,480.59	8.4
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	.00	5,500.00	5,500.00	.0
03-70-8012-00 PROFESSIONAL SERVICES	501.39	556.78	30,000.00	29,443.22	1.9
TOTAL OPERATIONS - SEWER FUND	75,878.44	102,394.52	1,150,600.00	1,048,205.48	8.9
TOTAL FUND EXPENDITURES	97,774.17	137,423.55	1,430,100.00	1,292,676.45	9.6
NET REVENUE OVER EXPENDITURES	50,248.88	181,945.98	109,900.00	(72,045.98)	165.6

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2015

CONSERVATION TRUST

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SOURCE 00</u>					
05-00-4070-00 COLORADO LOTTERY	.00	.00	50,000.00	50,000.00	.0
05-00-4110-00 PARK FEES	4,500.00	10,100.00	62,500.00	52,400.00	16.2
05-00-4130-00 LARIMER COUNTY USE TAX	6,286.15	13,880.69	40,000.00	26,119.31	34.7
05-00-4330-00 OTHER	70.84	240.42	1,000.00	759.58	24.0
05-00-4610-00 CT-EARNINGS ON INVEST.	.00	122.88	3,500.00	3,377.12	3.5
TOTAL SOURCE 00	10,856.99	24,343.99	157,000.00	132,656.01	15.5
TOTAL FUND REVENUE	10,856.99	24,343.99	157,000.00	132,656.01	15.5

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2015

CONSERVATION TRUST

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 70</u>					
05-70-6533-00 TREE TRIMMING	.00	.00	6,000.00	6,000.00	.0
05-70-6544-00 PARK EQPT. & IMPROVEMENTS	.00	.00	3,000.00	3,000.00	.0
05-70-6544-01 CAPITAL - TREES	.00	.00	7,000.00	7,000.00	.0
05-70-6544-04 LAWN MOWER	.00	.00	22,000.00	22,000.00	.0
05-70-6545-00 EDDIE ARAGON PARK	.00	.00	55,700.00	55,700.00	.0
05-70-6546-00 SUNRISE PARK	.00	.00	2,500.00	2,500.00	.0
05-70-6547-00 PARISH PARK	.00	.00	2,500.00	2,500.00	.0
05-70-6548-00 HAYS PARK	.00	.00	75,700.00	75,700.00	.0
05-70-6549-00 PIONEER RIDGE PARK	.00	.00	2,500.00	2,500.00	.0
05-70-6550-00 ROLLING HILLS RANCH PARK	.00	.00	5,000.00	5,000.00	.0
05-70-6551-00 JOHNSTOWN LAKE PARK	.00	.00	5,000.00	5,000.00	.0
05-70-6553-00 CLEARVIEW PARK	.00	.00	2,500.00	2,500.00	.0
05-70-7020-00 REPAIR & MAINT.	.00	.00	2,000.00	2,000.00	.0
TOTAL DEPARTMENT 70	.00	.00	191,400.00	191,400.00	.0
TOTAL FUND EXPENDITURES	.00	.00	191,400.00	191,400.00	.0
NET REVENUE OVER EXPENDITURES	10,856.99	24,343.99	(34,400.00)	(58,743.99)	70.8

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2015

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	.00	225,000.00	225,000.00	.0
06-00-4610-00 CF-EARNINGS ON INVESTMENTS	.00	88.44	700.00	611.56	12.6
TOTAL SOURCE 00	.00	88.44	225,700.00	225,611.56	.0
TOTAL FUND REVENUE	.00	88.44	225,700.00	225,611.56	.0

CITY OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2015

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	.00	1,215,500.00	1,215,500.00	.0
	TOTAL DEPARTMENT 70	.00	.00	1,215,500.00	1,215,500.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	1,215,500.00	1,215,500.00	.0
	NET REVENUE OVER EXPENDITURES	.00	88.44 (	989,800.00 )(	989,888.44)	.0

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2015

CEMETERY FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
<u>SOURCE 00</u>					
07-00-4310-00 CEMETERY LOTS AND CARE	82.50	82.50	2,800.00	2,717.50	3.0
07-00-4610-00 CP-EARNINGS ON INVESTMENTS	5.64	12.13	100.00	87.87	12.1
TOTAL SOURCE 00	<u>88.14</u>	<u>94.63</u>	<u>2,900.00</u>	<u>2,805.37</u>	<u>3.3</u>
TOTAL FUND REVENUE	<u>88.14</u>	<u>94.63</u>	<u>2,900.00</u>	<u>2,805.37</u>	<u>3.3</u>
NET REVENUE OVER EXPENDITURES	<u>88.14</u>	<u>94.63</u>	<u>2,900.00</u>	<u>2,805.37</u>	<u>3.3</u>

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2015

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	.00	.00	500,000.00	500,000.00	.0
09-00-4610-00 EARNINGS ON INVESTMENTS	.00	.00	3,000.00	3,000.00	.0
TOTAL SOURCE 00	.00	.00	503,000.00	503,000.00	.0
TOTAL FUND REVENUE	.00	.00	503,000.00	503,000.00	.0

CITY OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2015

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	43,100.00	43,100.00	.0
09-70-6544-04 POLICE VEHICLE	.00	.00	86,700.00	86,700.00	.0
09-70-6544-10 COMPUTERS	5,000.00	5,000.00	5,000.00	.00	100.0
09-70-6544-11 POLICE EQUIPMENT	.00	.00	1,800.00	1,800.00	.0
TOTAL DEPARTMENT 70	<u>5,000.00</u>	<u>5,000.00</u>	<u>136,600.00</u>	<u>131,600.00</u>	<u>3.7</u>
TOTAL FUND EXPENDITURES	<u>5,000.00</u>	<u>5,000.00</u>	<u>136,600.00</u>	<u>131,600.00</u>	<u>3.7</u>
NET REVENUE OVER EXPENDITURES	<u>(5,000.00)</u>	<u>(5,000.00)</u>	<u>366,400.00</u>	<u>371,400.00</u>	<u>(1.4)</u>

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2015

DRAINAGE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SOURCE 00</u>					
11-00-4110-00 DRAINAGE FEES	30,590.00	61,120.00	345,000.00	283,880.00	17.7
11-00-4610-00 EARNINGS ON INVESTMENTS	423.22	1,408.55	6,000.00	4,591.45	23.5
TOTAL SOURCE 00	31,013.22	62,528.55	351,000.00	288,471.45	17.8
TOTAL FUND REVENUE	31,013.22	62,528.55	351,000.00	288,471.45	17.8

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2015

DRAINAGE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
11-25-5010-00 CLERICAL SALARIES	1,362.58	2,816.03	18,500.00	15,683.97	15.2
11-25-5010-03 OVERTIME	.00	.00	100.00	100.00	.0
11-25-5011-00 PART TIME OFFICE	241.92	559.88	4,200.00	3,640.12	13.3
11-25-5025-00 MANAGER	1,958.88	3,775.57	25,500.00	21,724.43	14.8
11-25-5050-00 PAYROLL TAXES	264.87	531.61	3,700.00	3,168.39	14.4
11-25-5060-00 RETIREMENT FUND	238.62	472.85	3,300.00	2,827.15	14.3
11-25-5065-00 HEALTH INSURANCE	958.52	1,918.54	11,600.00	9,681.46	16.5
11-25-5070-00 WORKMAN'S COMPENSATION	91.13	193.49	500.00	306.51	38.7
11-25-6010-00 UTILITIES	.00	.00	1,800.00	1,800.00	.0
11-25-6505-00 OFFICE SUPPLIES	.00	47.68	1,200.00	1,152.32	4.0
11-25-6506-00 UTILITY BILL MAILING	322.09	649.03	4,100.00	3,450.97	15.8
11-25-6510-00 TELEPHONE	.00	.00	700.00	700.00	.0
11-25-6522-00 INSURANCE AND BONDS	545.83	545.83	2,400.00	1,854.17	22.7
11-25-6544-04 COMPUTER SOFTWARE	.00	.00	6,300.00	6,300.00	.0
11-25-7020-00 MAINTENANCE AND REPAIRS	99.80	99.80	500.00	400.20	20.0
11-25-8010-00 AUDIT	.00	.00	2,500.00	2,500.00	.0
11-25-8012-00 COMPUTER PROF. SERVICES	282.63	431.95	3,300.00	2,868.05	13.1
11-25-8014-00 LEGAL	.00	.00	2,000.00	2,000.00	.0
11-25-8017-00 PROFESSIONAL SERVICES	.00	.00	1,500.00	1,500.00	.0
TOTAL ADMINISTRATION	6,366.87	12,042.26	93,700.00	81,657.74	12.9
<u>OPERATIONS</u>					
11-70-5010-00 SALARIES	1,826.96	4,295.12	47,400.00	43,104.88	9.1
11-70-5010-03 OVERTIME	.00	.00	600.00	600.00	.0
11-70-5050-00 PAYROLL TAXES	138.46	322.76	4,000.00	3,677.24	8.1
11-70-5060-00 RETIREMENT FUND	168.74	364.64	3,700.00	3,335.36	9.9
11-70-5065-00 HEALTH INSURANCE	195.54	979.24	9,500.00	8,520.76	10.3
11-70-5070-00 WORKMEN'S COMPENSATION	273.39	580.47	1,400.00	819.53	41.5
11-70-6510-00 TELEPHONE	.00	.00	800.00	800.00	.0
11-70-6511-00 TRAINING	.00	.00	600.00	600.00	.0
11-70-6522-00 INSURANCE	1,000.70	1,000.70	4,400.00	3,399.30	22.7
11-70-6524-00 GAS & OIL	.00	.00	2,200.00	2,200.00	.0
11-70-6526-00 OPERATING SUPPLIES	.00	.00	1,100.00	1,100.00	.0
11-70-6544-06 INFRASTRUCTURE REPAIR	.00	.00	20,000.00	20,000.00	.0
11-70-7020-00 REPAIR & MAINTENANCE	.00	.00	2,000.00	2,000.00	.0
11-70-7022-00 VEHICLE REPAIRS	.00	.00	800.00	800.00	.0
11-70-7024-00 INLET REPLACEMENT	.00	.00	20,000.00	20,000.00	.0
11-70-7026-00 CURB/GUTTER REPLACEMENT	.00	.00	35,000.00	35,000.00	.0
TOTAL OPERATIONS	3,603.79	7,542.93	153,500.00	145,957.07	4.9
TOTAL FUND EXPENDITURES	9,970.66	19,585.19	247,200.00	227,614.81	7.9
NET REVENUE OVER EXPENDITURES	21,042.56	42,943.36	103,800.00	60,856.64	41.4

CITY OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2015

PAVING FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 80</u>					
12-80-7050-00 TRANSFER CAPITAL PROJECTS FUND	.00	.00	300.00	300.00	.0
TOTAL DEPARTMENT 80	.00	.00	300.00	300.00	.0
TOTAL FUND EXPENDITURES	.00	.00	300.00	300.00	.0
NET REVENUE OVER EXPENDITURES	.00	.00	(300.00)	(300.00)	.0

CITY OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2015

LIBRARY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 00</u>					
14-00-5010-00 LIBRARY- SALARIES	19,022.70	38,205.30	.00 (	38,205.30)	.0
14-00-5050-00 LIBRARY-PAYROLL TAXES	1,427.00	2,866.22	.00 (	2,866.22)	.0
14-00-5065-00 HEALTH INS.	1,760.77	3,521.54	.00 (	3,521.54)	.0
14-00-5070-00 WORKMENS COMPENSATION	182.26	386.98	.00 (	386.98)	.0
TOTAL DEPARTMENT 00	<u>22,392.73</u>	<u>44,980.04</u>	<u>.00 (</u>	<u>44,980.04)</u>	<u>.0</u>
TOTAL FUND EXPENDITURES	<u>22,392.73</u>	<u>44,980.04</u>	<u>.00 (</u>	<u>44,980.04)</u>	<u>.0</u>
NET REVENUE OVER EXPENDITURES	<u>(22,392.73)</u>	<u>(44,980.04)</u>	<u>.00</u>	<u>44,980.04</u>	<u>.0</u>

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2015

CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SOURCE 00</u>					
15-00-4060-00 USE TAX	148,975.09	294,356.76	850,000.00	555,643.24	34.6
15-00-4610-00 EARNINGS ON INVESTMENTS	3,087.70	15,963.91	28,000.00	12,036.09	57.0
15-00-4720-00 FROM WATER FUND	.00	.00	45,000.00	45,000.00	.0
15-00-4810-00 TRANSFER FROM PAVING FUND	.00	.00	100.00	100.00	.0
TOTAL SOURCE 00	152,062.79	310,320.67	923,100.00	612,779.33	33.6
TOTAL FUND REVENUE	152,062.79	310,320.67	923,100.00	612,779.33	33.6

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2015

CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 70</u>					
15-70-8544-15 DOWTOWN PARKING LOT	.00	.00	20,000.00	20,000.00	.0
15-70-7015-00 ANNUAL OVERLAY	.00	.00	250,000.00	250,000.00	.0
15-70-7020-00 STREET REPAIR & MAINT.	.00	.00	150,000.00	150,000.00	.0
15-70-7022-00 ALLEY IMPROVEMENTS	.00	.00	2,000.00	2,000.00	.0
15-70-7035-00 COMMUNITY CENTER IMPROVEMENTS	.00	.00	6,000.00	6,000.00	.0
15-70-7045-00 STREETLIGHTS	.00	.00	5,000.00	5,000.00	.0
15-70-7047-00 SIGNS	44.51	44.51	5,000.00	4,955.49	.9
15-70-7065-00 SIDEWALK/CURB REPL.	.00	.00	30,000.00	30,000.00	.0
15-70-7085-00 SHOP IMPROVEMENTS	.00	.00	2,500.00	2,500.00	.0
15-70-7090-00 COLUMBINE COMPLEX REPAIRS	.00	.00	60,000.00	60,000.00	.0
15-70-7130-00 BICYCLE/PEDESTRIAN ACCESS IMP.	.00	.00	10,000.00	10,000.00	.0
15-70-7140-00 TRAIL/SIDEWALK CONNECTIONS	.00	.00	60,000.00	60,000.00	.0
TOTAL DEPARTMENT 70	44.51	44.51	600,600.00	600,455.49	.0
 <u>DEPARTMENT 80</u>					
15-80-7060-00 REBATE	202,499.87	202,499.87	125,000.00	(77,499.87)	162.0
TOTAL DEPARTMENT 80	202,499.87	202,499.87	125,000.00	(77,499.87)	162.0
TOTAL FUND EXPENDITURES	202,544.38	202,544.38	725,500.00	522,955.62	27.9
NET REVENUE OVER EXPENDITURES	(50,481.59)	107,776.29	197,600.00	89,823.71	54.5

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2015

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	8,515.67	16,288.96	90,000.00	73,711.04	18.1
16-00-4610-00 EARNINGS ON INVESTMENTS	.00	.00	10.00	10.00	.0
TOTAL SOURCE 00	<u>8,515.67</u>	<u>16,288.96</u>	<u>90,010.00</u>	<u>73,721.04</u>	<u>18.1</u>
TOTAL FUND REVENUE	<u>8,515.67</u>	<u>16,288.96</u>	<u>90,010.00</u>	<u>73,721.04</u>	<u>18.1</u>

CITY OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2015

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	.00	.00	99,210.00	99,210.00	.0
16-70-7090-00 TOWN OF JOHNSTOWN	.00	300.00	.00	(300.00)	.0
TOTAL DEPARTMENT 70	<u>.00</u>	<u>300.00</u>	<u>99,210.00</u>	<u>98,910.00</u>	<u>.3</u>
TOTAL FUND EXPENDITURES	<u>.00</u>	<u>300.00</u>	<u>99,210.00</u>	<u>98,910.00</u>	<u>.3</u>
NET REVENUE OVER EXPENDITURES	<u>8,515.67</u>	<u>15,988.96</u>	<u>(9,200.00)</u>	<u>(25,188.96)</u>	<u>173.8</u>

CITY OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2015

IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SOURCE 00</u>					
17-00-4610-00 EARNINGS ON INVESTMENTS	1,951.33	8,125.47	35,000.00	26,874.53	23.2
TOTAL SOURCE 00	1,951.33	8,125.47	35,000.00	26,874.53	23.2
<u>SOURCE 01</u>					
17-01-4110-01 TRANSPORATION FAC. DEV. FEE	25,740.16	364,030.33	230,000.00	(134,030.33)	158.3
17-01-4110-02 POLICE FACILTIES DEV. FEE	4,456.21	100,420.49	53,000.00	(47,420.49)	189.5
17-01-4110-03 PUBLIC FACILITIES DEV. FEE	13,003.46	272,500.06	142,000.00	(130,500.06)	191.9
17-01-4110-04 PARKS & OPEN SPACE DEV. FEE	10,064.46	257,793.01	138,000.00	(119,793.01)	186.8
17-01-4110-05 LIBRARY FACILITIES FEE	2,006.79	51,678.79	27,000.00	(24,678.79)	191.4
17-01-4110-06 TRAFFIC SIGNAL	.00	832.88	5,000.00	4,167.12	16.7
TOTAL SOURCE 01	55,271.08	1,047,255.56	595,000.00	(452,255.56)	176.0
TOTAL FUND REVENUE	57,222.41	1,055,381.03	630,000.00	(425,381.03)	167.5

CITY OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2015

IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 70</u>					
17-70-6544-01 POLICE VEHICLE	.00	.00	86,700.00	86,700.00	.0
17-70-6544-04 TRAFFIC SIGNAL DESIGN	.00	.00	50,000.00	50,000.00	.0
17-70-6544-14 POLICE WORKSTATION	.00	.00	3,400.00	3,400.00	.0
17-70-6544-15 POLICE EQUIPMENT	.00	.00	32,100.00	32,100.00	.0
17-70-8016-00 PROFESSIONAL SERVICES	.00	.00	80,000.00	80,000.00	.0
17-70-8017-00 PARKS & OPEN - PROFESSIONAL	.00	.00	20,000.00	20,000.00	.0
17-70-8018-00 TRANSPORTATION EXPENDITURES	.00	.00	998,000.00	998,000.00	.0
17-70-8018-01 WCR 48 IMPROVEMENT	.00	.00	80,000.00	80,000.00	.0
TOTAL DEPARTMENT 70	.00	.00	1,350,200.00	1,350,200.00	.0
TOTAL FUND EXPENDITURES	.00	.00	1,350,200.00	1,350,200.00	.0
NET REVENUE OVER EXPENDITURES	57,222.41	1,055,381.03	(720,200.00)	(1,775,581.03)	146.5

ORDINANCE

No. 2015-137

TOWN OF JOHNSTOWN, COLORADO

ORDINANCE NO. 2015-137

**AN ORDINANCE AMENDING SECTION 8-47(b)(2) OF THE
JOHNSTOWN MUNICIPAL CODE CONCERNING THE TIME PERIOD
FOR THE TEMPORARY PARKING OF PASSENGER VEHICLES
WITH ATTACHED TRAILERS, CAMPERS OR BOATS**

WHEREAS, Section 8-47(b)(2) of the Johnstown Municipal Code provides that a passenger vehicle with an attached trailer, camper or boat may be temporarily parked for a period not to exceed twenty-four (24) hours; and

WHEREAS, a citizen of the Town of Johnstown requested that the Town Council permit the temporary parking of such vehicles for a period not to exceed forty-eight (48) hours; and

WHEREAS, the Johnstown Police Department investigated the request and reported to the Town Council that an expansion of the time period would not be inconsistent with the Police Department's policies and procedures and would not impair the health and safety of Johnstown's citizens; and

WHEREAS, the Town Council deems it to be in the best interests of the Town of Johnstown to expand the time period for the temporary parking of passenger vehicles with an attached trailer, camper or boat to forty-eight (48) hours.

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

Section 1. Section 8-47(b)(2) of the Johnstown Municipal Code shall be amended to read:

Sec. 8-47. Restricted parking of trailers, campers and boats on streets

(b)(2) Temporary parking of passenger vehicles, such as automobiles and pickup trucks, with attached trailers, campers or boats for a period not to exceed forty-eight (48) hours;

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

INTRODUCED, AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this 2nd day of March, 2015.



ATTEST:

By: *Diana Seele*
Diana Seele, Town Clerk

TOWN OF JOHNSTOWN, COLORADO

By: *Mark Romanowski*
Mark Romanowski, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this _____ day of _____, 2015.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Mark Romanowski, Mayor

AGENDA ITEM 9A

**THOMPSON
RIVER RANCH
FILING No. 5**

(Water and Sewer Service Agreement)

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: March 16, 2015

ITEM NUMBER: 9A

SUBJECT: Consider Water and Sewer Service Agreement for Thompson River Ranch, Filing No. 5

ACTION PROPOSED: Consider Approval of Water and Sewer Service Agreement for Thompson River Ranch Filing No. 5

PRESENTED BY: Town Attorney

AGENDA ITEM DESCRIPTION: This agreement pertains to property located generally east of the Thompson River Ranch Filing No. 1 development. The property is within the original WRFG Annexation and is near Larimer County Road 3, and is outside of the Big Thompson River floodplain.

In compliance with the Town's water rights dedication ordinance, the Developer submitted to the Town a Water and Sewer Demand Analysis on or about February 18, 2015, and it has been accepted by the Town upon a review by the Town's Water Resources Engineer. Based upon the analysis with the proposed construction of 60 residential lots with landscape irrigation, the average water demand for Filing No. 5 with 34.45± acres is calculated to be 64.7 acre-feet per year.

The water requirement for this filing is 64.7 acre-feet per year. The Developer, Oakwood Homes has purchased sufficient credits from the 2534 Water Bank.

LEGAL ADVICE: The attached Water and Sewer Service Agreement was drafted by the Town's Water Attorney, Peter Ampe.

FINANCIAL ADVICE: The Town has received water court transfer fees.

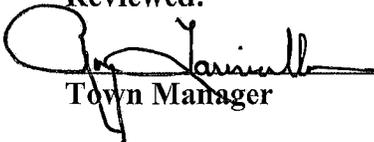
RECOMMENDED ACTION: Approve the Water and Sewer Service Agreement as drafted.

SUGGESTED MOTIONS:

For Approval: I move to approve the Water and Sewer Service Agreement for Thompson River Ranch Filing No. 5.

For Denial: I move to deny approval of the Water and Sewer Service Agreement for Thompson River Ranch Filing No. 5.

Reviewed:


Town Manager

AGREEMENT

WATER AND SEWER SERVICE AGREEMENT

THIS WATER AND SEWER SERVICE AGREEMENT is made and entered into this _____ day of _____, 2015, by and between **OAKWOOD HOMES** ("Developer") and **THE TOWN OF JOHNSTOWN**, a Colorado municipal corporation, ("Town"), collectively sometimes referred to as the "Parties" and singularly as "Party."

WITNESSETH:

WHEREAS, the Developer owns an interest in land located in the NE1/4 of Section 23, T5N, R68W, 6th P.M., more particularly described as Thompson River Ranch Filing No. 5, Larimer County, Colorado, as described more particularly in Exhibit "A", attached hereto and incorporated herein by this reference ("Subject Property"); and

WHEREAS, the Subject Property was annexed to the Town as part of a larger annexation of 1109.18 acres of land, which was the subject of an Annexation Agreement between Thompson Ranch, LLLP, The Gerrard Family Limited Partnership, LLLP, Joel H. Wiens, and Rite-A-Way Industries, Inc., as Developer, and the Town dated December 18, 2000, and is more particularly described in Exhibit "B"; and

WHEREAS, approximately 34.45 acres of the Subject Property are being developed by Developer as the Thompson River Ranch Filing No. 5 Project ("Project") the location of which is more particularly described in Exhibit "B"; and

WHEREAS, the Developer and the Town desire to set forth their agreement concerning water rights dedication, preliminary projections of water and sewer demand and a current commitment by the Town for water and sewer service for the Project.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Water and Sewer Demand Studies. In compliance with the Town Water Rights Dedication Ordinance, Chapter 13, Sections 13-61 through 13-72, inclusive, of the Johnstown Municipal Code ("Ordinance"), Developer, through the developer of the Project, has submitted to the Town a preliminary Water and Sewer Demand Analysis for the Project. Said analysis is undated but was created approximately February 18, 2015 and is on file with the Town and is hereby accepted by the Town. The analysis addresses all of the projected water demands for the Project on the Subject Property. Said analysis indicates that the water dedication set forth in paragraph 2 will meet the estimated water supply needs for the Project as follows:

Development Component	Demand (AF/YR)	Consumption (AF/YR)
Residential In-building	19.8	0.99
Residential Irrigation	3.8	3.23
Parks and street ROW	20.0	17.00
School Irrigation	21.1	17.94
Total	64.7	39.16

2. Water Rights Dedication.

a. Developer formerly conveyed 8 shares of Consolidated Home Supply Ditch and Reservoir Company stock to the Town on November 5, 2013. These shares represent 64.0 acre-feet credit of which 27.66 acre-feet were assigned to Thompson River Ranch Filing 3, 32.1 acre-feet to Filing 4 and 4.24 acre-feet remains available to Oakwood Homes for Filing 5. As a result of a prior dedications of thirty-seven and one-quarter (37.25) Consolidated Home Supply Shares (Certificate Nos. 6423, 6493, 6520, 6533, 6535, 6585, 6610, 6756, 6759 and 6775), the Gerrard Family Limited Partnership, LLLP and Thompson Ranch, LLLP have a surplus dedication credit with the Town in the amount of 101.94 acre-feet.

b. The In-Building Use will be deducted first from the amount remaining to the prior dedication by Oakwood Homes of 8 shares of Consolidated Home Supply Ditch and Reservoir Company stock to the Town in the amount of 4.24 acre feet. The remaining requirement of 19.36 acre-feet of potable water will be supplied by the 2534 Water Bank. The raw water Landscape Irrigation Use in the amount of 41.1 acre-feet will be supplied by WR Investment.

c. The said entities have agreed, as evidenced by the Raw Water Credit Allocation Acknowledgment executed by the said entities, which is attached hereto and incorporated herein by reference as "Exhibit C," that this credit shall be applied to meet the water demands of the proposed development. Accordingly, no further water rights dedication shall be required at this time.

3. Surplus dedication credit. The use of the prior surplus dedication credits of will provide to the Gerrard Family Limited Partnership, LLLP and Thompson Ranch, LLLP Raw Water Credits in excess of the water demand for the Project. The 2534 Water Bank will have a surplus dedication credit with the Town of 82.58 acre-feet. The credit is calculated as follows:

Existing Credit:	101.94 acre-feet
LESS: Estimated demand:	<u>19.36 acre-feet</u>
Net current surplus credit:	82.58 acre-feet
2534 Water Bank	

Upon notice and written approval of the Town, authorization from the Gerrard Family Limited Partnership, LLLP and Thompson Ranch, LLLP, and payment of the appropriate Water Court

Transfer Fee, said credit may be utilized within the Subject Property to offset increased demands, if any, which are not currently projected.

4. Commitment to Serve Water and Sewer.

(A) Subject to Developer's performance of all the covenants contained herein and payment of all required fees, the Town commits to provide to the approximately 31.362 acres described above up to 23.6 acre-feet per year of water supply for in-building use together with the corresponding sewer service and for residential irrigation as described above.

(B) Water taps shall be issued by the Town upon delivery of the appropriate number of Water Certificates pursuant to the terms and conditions of Article 5 of the Water Service Intergovernmental Agreement dated January 5, 2004, between the Town and Thompson Crossing Metropolitan District No. 1. Sewer taps shall be issued by the Town upon delivery of the appropriate number of Low Point Plant Investment Fee Certificates pursuant to the terms and conditions of Article V of the Low Point Wastewater Service Intergovernmental Agreement dated November 18, 2002, between the Town and the Thompson Crossing Metropolitan District No. 1.

5. Future review of water usage and dedication requirements. In accordance with Section 13-68(h) of the Ordinance, the Town reserves the right to review actual water usage within the Subject Property at a point in time after water usage has been established to confirm the adequacy of the water demand projections made by the Developer, and to require additional water rights dedication and/or cash-in-lieu payments if necessary based on actual water usage.

6. Payment of Water Court Transfer fees. Payment of the Water Court Transfer Fees required by the Ordinance was previously paid when the dedication was originally made. The dedication of 23.6 acre-feet per year of estimated water demand and estimated consumptive use of 4.22 acre feet per year (47 SFE) for the Project does not require any additional payment. If the actual demand for the Project increases, additional fees will be required based on the then-existing fee schedule set forth in the Town's Ordinance. Further, in accordance with the Ordinance, additional fees will be required in connection with future development of any property to which all or any portion of the surplus dedication credit is subsequently assigned pursuant to a future mutual agreement of the Parties in accordance with the Town's Ordinance. If a downward adjustment in demand for the Project is agreed to in the future, the water Court Transfer Fee will also be adjusted/credited proportionately. Conversely, if an upward adjustment in demand is warranted based on actual water usage as described in paragraph 5, above, the Water Court Transfer Fee will also be increased proportionately.

7. Notices. All notices, demands, or other documents required or desired to be given, made or sent to either Party under this Agreement shall be made in writing, shall be deemed effective upon receipt and shall be personally delivered or mailed postage prepaid, certified mail, return receipt requested, as follows:

TO DEVELOPER:

Oakwood Homes
Attn: Chad Ellington
4908 Tower Road
Denver, CO 80249

TO THE TOWN:

Town of Johnstown
c/o Town Clerk
P.O. Box 609
101 Charlotte
Johnstown, CO 80534

WITH A COPY TO
THE TOWN ATTORNEYS:

Avi S. Rocklin
Johnstown Town Attorney
19 Old Town Square, Suite 238
Fort Collins, CO 80524

Peter J. Ampe
Hill & Robbins, P.C.
1160 Lincoln St., Suite 2720
Denver, CO 80264

The addresses for notices may be changed by written notice given to the other Party in the manner provided above.

8. Default. In the event of default by either Party hereunder the non-defaulting Party shall notify the defaulting Party in writing of such default(s), specifying the nature and extent thereof. If such default is not cured within thirty (30) days, the non-defaulting Party shall be entitled to such remedies as are provided by law, including the Town's ordinances.

9. Successors and assigns. The benefits and burdens of this Agreement shall respectively inure to and be; binding upon the successors and assigns of the Parties hereto. This agreement shall not be assigned without the prior written consent of the other Party, which shall not be unreasonably withheld.

10. Amendment or modification. No amendment or modification of this Agreement shall be of any force or effect unless in writing and executed by the Parties hereto with the same formality as this Agreement.

11. Attorney's fees and costs. If any judicial proceedings may hereafter be brought to enforce any of the provisions hereof, including an action for specific performance and/or damages, the prevailing Party shall be entitled to recover the costs of such proceedings, including reasonable attorney's fees and reasonable expert witness fees.

12. Waiver. The waiver of any breach of any of the provisions of this Agreement by either Party shall not constitute a continuing waiver of any subsequent breach by said Party, concerning either the same or any other provision of this Agreement.

13. Headings for convenience only. Paragraph headings and titles contained herein are intended for convenience and reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.

14. Non severability. Each paragraph of this Agreement is intertwined with the others and is not severable unless by mutual consent of the Parties hereto.

15. Choice of laws. This agreement and the rights and obligations of the Parties hereto shall be governed by the laws of the State of Colorado.

16. Entire agreement. This Agreement constitutes the entire agreement between the Parties related to the subject matter hereof and any prior agreements pertaining thereto whether oral or written have been merged or integrated into this Agreement.

17. Recordation. This Agreement will be recorded by the Town at Developer's expense in the office of the Clerk and Recorder of Larimer County, Colorado, shall run with the Subject property, will be binding upon the Parties hereto and the permitted successors and assigns of the Developer and will constitute notice of this Agreement to all persons or entities not parties hereto.

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

Signatures follow on separate pages

TOWN OF JOHNSTOWN, COLORADO,
a municipal corporation

By: _____
Mark Romanowski, Mayor

ATTEST:

By: _____
Town Clerk

APPROVED AS TO FORM:

Avi S. Rocklin
Johnstown Town Attorney

EXHIBIT C

RAW WATER CREDIT ALLOCATION ACKNOWLEDGMENT

This is to acknowledge and agree that the Town of Johnstown may allocate raw water credit from the Gerrard Family Limited Partnership, LLLP and Thompson Ranch Development Company raw water credit account held by the Town of Johnstown, known as the "2534 Water Bank," to provide water service to the development known as Thompson River Ranch Filing 5, and any successor occupant of the premises at the same location, pursuant to the Water and Sewer Service Agreement between Oakwood Homes, LLC and the Town of Johnstown dated _____, 20____. The amount of such allocated raw water credit is calculated to be 19.36 acre-feet per year for In-Building Use and N/A acre-feet per year for Irrigation Use, subject to adjustment pursuant to the terms of the Water Sewer Service Agreement.

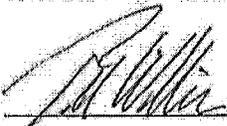
GERRARD FAMILY LIMITED PARTNERSHIP, LLLP



Gary Gerrard, Managing Partner
Gerrard Family Limited Partnership, LLLP

Dated: 3/4/15

THOMPSON RANCH DEVELOPMENT COMPANY



Todd Williams, Vice President
Thompson Ranch Development Company

Dated: 2/27/15

AGENDA ITEM 9B

**THOMPSON
RIVER RANCH
(Filing No. 5)
(Final Plat)
(*Public Hearing)**

*** PUBLIC HEARING PROCEDURE – Thompson River Ranch Filing No. 5 Final Plat**

1. Open public hearing.
2. Receive information from staff.
3. Ask to hear from anyone who supports the Thompson River Ranch Filing No. 5 Final Plat.
4. Ask to hear from anyone who opposes the Thompson River Ranch Filing No. 5 Final Plat.
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 Thompson River Ranch Filing No. 5 Final Plat.

(SUGGESTED MOTIONS):

For Approval:

I move to approve the Thompson River Ranch Filing No. 5 Final Plat (subject to the following conditions...).

For Denial:

I move to deny approval of the Thompson River Ranch Filing No. 5 Final Plat.

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: March 16, 2015

ITEM NUMBER: 9B

SUBJECT: Public Hearing- Thompson River Ranch Filing No. 5 Final Plat

ACTION PROPOSED: Consider Approval of Final Plat

PRESENTED BY: Mr. John Franklin, Town Planner

AGENDA ITEM DESCRIPTION: The applicant, Oakwood Homes has submitted a request for approval of a final subdivision plat for a parcel of land located east of the existing Thompson River Ranch development. The property is within the original WRFG Annexation and is part of the approved Thompson River Ranch Preliminary Plat.

Filing No. 5 includes 60 lots on approximately 34.45 acres, including a 14.43±-acre school/neighborhood park. The parcel is outside of the Big Thompson River floodplain, slopes to the north-northeast and is currently vacant. The zoning for the property is Planned Unit Development-Mixed Use for residential (PUD-MU), and is subject to the Thompson River Ranch Design Guidelines. Overall, there are 489 platted residential lots in Thompson River Ranch Filing No. 1 (Filing No. 2 was for an existing farmhouse) and 135 lots in Filings 3&4. Oakwood Homes intends to continue the type and quality of development, amenities and architecture that exist in the current development. Access to Filing No. 5 is from River Ranch Parkway, with a temporary emergency vehicles only access to High Plains Blvd. (LCR3). According to the Town's Traffic Engineer, a maximum of 120 homes, including this filing and any subsequent filings, can be constructed before permanent paved access to High Plains Blvd., must be constructed and High Plains Blvd. must be improved.

The Planning and Zoning Commission held a public hearing on January 28, 2015 and voted to recommend approval of the final plat subject to conditions:

1. The applicant shall respond to and resolve all comments from Town Advisors and referral agencies prior to Town Council consideration.
2. The applicant shall provide a schedule for completion of the I-25 frontage road acceleration lane from River Ranch Parkway, the proposed community building and pool in Filing No. 1, and the park facility in Block 1 prior to Town Council consideration.
3. Final street names approved by Town staff shall be added to the plat prior to Town Council consideration.
4. Landscaping, signage, street lighting and related private improvements are subject to the Thompson River Ranch Design Guidelines and the Final PUD Site Development Plan as approved by the Town.
5. A Water and Sewer Service Agreement, and a Development Agreement acceptable to the Town and signed by the developer shall be submitted for Town Council consideration with the Final Plat.

The applicant has addressed the conditions.

A Water and Sewer Service Agreement was approved previously. The Development Agreement, to be considered next, will address the technical concerns and construction of improvements.

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 Thompson River Ranch PUD, Filing No. 5 Final Plat (subject to the following condition(s)...).

For Denial: I move to deny approval of the Thompson River Ranch PUD, Filing No. 5 Final Plat.

Reviewed:


Town Manager

**PLANNING AND ZONING
COMMISSION**

SUMMARY MINUTES

**SUMMARY MINUTES
PLANNING & ZONING COMMISSION
WEDNESDAY, JANUARY 28, 2015
COUNCIL CHAMBERS
450 S. PARISH AVE.**

1. CALL TO ORDER: *Vice Chair Dowling opened the meeting at 7:00 p.m.*

2. ROLL CALL: *Present were Commissioners Tepper, Eady, Montez, Dowling and Terasa. Absent were Commissioners Longdo and Kingsolver.*

3. PUBLIC COMMENTS REGARDING ITEMS NOT ON THE AGENDA: *None*

4. PUBLIC HEARINGS:

A. Final Subdivision Plat – Thompson River Ranch Filing No. 5 (Oakwood Homes): *Vice Chair Dowling opened the public hearing at 7:04. Town Planner Franklin introduced the item and presented the staff findings and recommendations. Tom Cyr, Oakwood Homes presented the request and answered questions.*

Commissioner questions:

- *What is the schedule for the community center? (Design in 2015 and construction 2015-2016)*
- *What is the schedule for the acceleration lane? (CDOT permit and construction Spring 2015)*
- *What about the school and neighborhood park? (The school district has not set a construction date for the school. The adjoining park will be timed to fit with the school.)*

Public Comment: No one spoke.

Vice Chair Dowling closed the hearing at 7:14 p.m. and asked for discussion and a recommendation. Motion by Commissioner Montez, seconded by Commissioner Terasa to recommend approval with conditions as follows:

- 1. The applicant shall respond to and resolve all comments from Town Advisors and referral agencies prior to Town Council consideration.*
 - 2. The applicant shall provide a schedule for completion of the I-25 frontage road acceleration lane from River Ranch Parkway, the proposed community building and pool in Filing No. 1, and the park facility in Block 1 prior to Town Council consideration.*
 - 3. Final street names approved by Town staff shall be added to the plat prior to Town Council consideration.*
 - 4. Landscaping, signage, street lighting and related private improvements are subject to the Thompson River Ranch Design Guidelines and the Final PUD Site Development Plan as approved by the Town.*
 - 5. A Water and Sewer Service Agreement, and a Development Agreement acceptable to the Town and signed by the developer shall be submitted for Town Council consideration with the Final Plat.*
- Unanimous.*

B. Johnstown “Three Mile Plan” per C.R.S. 31-12-105: *Vice Chair Dowling opened the public hearing at 7:17 p.m. Town Planner Franklin introduced the item and presented the staff recommendation.*

Commissioner questions: None

Vice Chair Dowling closed the public hearing at 7:19 p.m. and asked for discussion and a recommendation. Motion by Commissioner Tepper, seconded by Commissioner Eady to recommend approval of the Three Mile Plan.

Unanimous.

5. NEW BUSINESS:

A. Approval of Minutes of January 14, 2015: *Motion by Commissioner Montez, seconded by Commissioner Tepper to approve the Minutes as presented. Unanimous.*

B. Referrals: *No referrals. Town Planner Franklin mentioned that Martin Marietta was having an Open House on a proposed concrete and asphalt plant proposed near County Road 13 south of Hwy 34. No County referral yet.*

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

A. Recent Town Council Actions (Attachment)

B. Applications in Review (Attachment)

C. Project and Program Updates

7. COMMISSIONERS' ITEMS: *None.*

8. ADJOURN: *Vice Chair Dowling adjourned the meeting at 7:40 p.m.*

Respectfully submitted by John Franklin, Town Planner as Secretary to the Commission.

**STAFF REPORT
TO
PLANNING AND ZONING
COMMISSION**

MEMORANDUM

TO: Johnstown Planning and Zoning Commission
FROM: John Franklin, AICP, Town Planner *JF*
DATE: For January 28, 2015
SUBJECT: Thompson River Ranch Filing No. 5 Final Plat – Revised Application

PROPERTY DATA:

Applicant: Oakwood Homes, Inc.
Owner: TRR Development & Management Services, LLC
Location: East of Thompson River Ranch Filing No. 1 and approximately one mile north of LCR 18 (SH 402 extended)
Property Size: 33± acres
Current Land Use(s): Agricultural
Surrounding Land Uses: North: Big Thompson River, Agricultural, Gravel Mining
South: Agricultural, rural residential
East: Larimer County Road 3, Agricultural
West: Thompson River Ranch Filing No. 1 single family residential

Comprehensive Plan Designation: Residential

Current Zoning: PUD-MU Planned Unit Development – Mixed Use

Summary of Application:

This subdivision consists of 54 single family detached lots, with lot sizes from 5,500sf to 10,582sf, averaging 6,234sf. A 14±-acre school/park site is included, and private open space. River Ranch Parkway will provide access, with temporary secondary access from LCR 3 until additional filings are developed.

Prior Actions:

The property was annexed in 1999 as part of the WFRG Annexation and Zoned PUD-MU. The Thompson River Ranch Preliminary PUD Development Plan, Plat and Design Guidelines were approved in 2005.

The Commission considered a revised Filing No. 5 application last April and then voted to recommend approval of Thompson River Ranch Filing No. 5, consisting of 45 single family lots, school/park on 31± acres. The subdivision plat was located largely within the Big Thompson River floodplain, which is being re-defined under a FEMA permit. This

application did not proceed to Town Council, and the applicant has decided to 'start fresh' in a different portion of the Town-approved preliminary plat.

Technical Analysis:

Relationship to Town Vision and Strategic Plan: The application offers additional housing opportunities in the community.

Access and Traffic: Primary access is from River Ranch Parkway. A temporary all-weather access to LCR 3 is proposed. According to the Town Traffic Engineer, based upon the Traffic Study, LCR 3 improvements will be needed when there are 120 additional lots platted inclusive of Filing No. 5.

Utilities: The property is within the Town's service area. Potable water mains are close to the site. Sanitary sewer will be treated at the Low Point Wastewater Treatment Plant.

Stormwater will be collected and detained and ultimately released at historic rate to the Big Thompson River. A stormwater development fee of \$1100 per acre is due at final plat.

Mineral Interests and Operations: There are no oil or gas facilities on the site, and no known surface use agreements for on-site drilling.

Parks and Open Space: The Preliminary PUD Plan called for a Community Center in "The Oval" along with the school, and an "Active Park" south of River Ranch Parkway at the east end of Filing No. 1. The Active Park area was re-designated in Filing No. 1 as "Community Building and Pool". The timing of the Community Building and Pool construction have not yet been disclosed. The "Oval" will include a private park next to the school, but the details are not yet forthcoming.

Schools: The property is within the Thompson School District. A school site is available, but the School District has not yet disclosed a schedule. A cash-in lieu of school site dedication will be payable to the District at time of building permits.

Architectural Design: Residential design will be governed by the Thompson River Ranch Design Guidelines and subject to final Town approval.

Landscaping: Landscaping shall comply with the Final Site Development Plan, Design Guidelines and Johnstown Landscape Standards and Specifications.

Fencing and Screening: Rail fencing is required where lot lines adjoin park and open space. The fence design will be as approved by the Town.

Lighting and Street Furniture: Decorative street lighting and signage will be required, subject to Town approval.

Signage: Entry signage will be per the site development plan.

Phasing: A development improvements phasing plan may be submitted for inclusion in the development agreement.

Attachments: Application, final plat, referral comments

Municipal Code Review Provisions: reference Town PUD and Subdivision regulations.

Technical Findings:

The proposed final plat is generally consistent with the approved Thompson River Ranch Preliminary Plat which was approved in January 2005. As Thompson River Ranch builds out, development issues include: maintenance of traffic levels of service on River Ranch Parkway to the I-25 frontage road including construction of the northbound acceleration lane from River Ranch Parkway, timing of the Community Building and Pool, and the timing of the park in the 'Oval'.

Staff Recommendation: Staff recommends approval of the Thompson River Ranch Filing No. 5 – Final Plat with the following conditions:

1. The applicant shall respond to and resolve all comments from Town Advisors and referral agencies prior to Town Council consideration.
2. The applicant shall provide a schedule for completion of the I-25 frontage road acceleration lane from River Ranch Parkway, the proposed community building and pool in Filing No. 1, and the park facility in Block 1 prior to Town Council consideration.
3. Final street names approved by Town staff shall be added to the plat prior to Town Council consideration.
4. Landscaping, signage, street lighting and related private improvements are subject to the Thompson River Ranch Design Guidelines and the Final PUD Site Development Plan as approved by the Town.
5. A Water and Sewer Service Agreement, and a Development Agreement acceptable to the Town and signed by the developer shall be submitted for Town Council consideration with the Final Plat.

Planning Commission Action:

1. If the Commission desires to recommend approval:
 "I move that the Commission recommend approval of the Thompson River Ranch Filing No. 5 Final Plat"

Or,

2. If the Commission desires to recommend approval with conditions:
 "I move that the Commission recommend approval of the Thompson River Ranch Filing No. 5 Final Plat with the following condition(s):

a. _____

b. _____
etc. "

Or,

3. If the Commission desires to recommend denial:

"I move that the Commission recommend denial of the Thompson River Ranch Filing No. 5 Final Plat for the following reasons:

a. _____
b. _____
etc. "

THOMPSON RIVER RANCH

80000 TO 200,000



Initial 305 lot
takedown

Development Summary

West Phase	457 D.U.
50 x 110 - 242 D.U.	
40 x 110 - 35 D.U.	
70 x 110 - 109 D.U.	
East Phase	211 D.U.
50 x 110 - 211 D.U.	
Total	668 D.U.

THOMPSON RIVER RANCH

ILLUSTRATIVE MASTER PLAN



North Arrow
June 11th, 2013

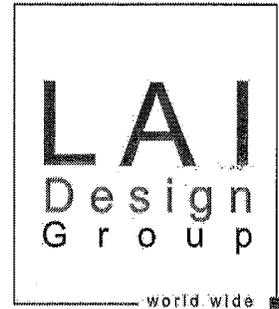


Design

APPLICATION

January 16, 2015

John Franklin, Town Planner
Town of Johnstown
450 S Parish Ave
Johnstown, Colorado 80534



RE: Thompson River Ranch Filing 5, 6 and 7
Project Description - Final Plat Submittal

Dear John:

On behalf of Oakwood Homes, we respectfully submit our application for **Final Plat** to the Town of Johnstown. As part of this submittal, we are providing the following brief project description as requested in the Final Plat Submittal Requirements.

General Project Concept and Purpose of the Request

Residential Uses

The Thompson River Ranch Filing 5, 6 and 7 Plats consist of approximately 53 acres adjacent to Filing 1 to the east. These filings contain a mix of single family lot sizes (70x110, 60x110, 50x110) for a total of 136 homes. Each lot/product type are situated in distinct neighborhood areas. Each neighborhood provides access to trails and open space surrounding the property and to the extensive trails and open space amenities already available to TRR residents.

Roadway Improvements

River Ranch Parkway will be extended east to the shared school and park site at the heart of Filings 5, 6 and 7 and from the east side of the school/park site the Parkway continues and connects with High Plains Boulevard. Ultimate right of way widths are platted with this filing however minimal improvements will be made to High Plains Boulevard connecting south to County Road 18 to accommodate requirements of the fire district. Big Thompson Road is a collector street that extends north and south from the shared school and park site, north to the "estates" neighborhood, and south through the southern portion of Filing 2 and is intended to serve future fillings to the south and ultimately connect with County Road 18. Local streets make up the remaining roadways in Filing 2 and road stub connections to future filing are shown.

We appreciate your review and consideration of these Final Plat submittals and look forward to working with you to plan the next phase of this innovative and quality planned community in the Town of Johnstown.

Regards,

A handwritten signature in black ink, appearing to read 'J. Rowland', is positioned above the typed name.

Josh Rowland, LAI Design Group

FINAL PLAT

THOMPSON RIVER RANCH FILING NO. 5

BEING LOCATED IN THE S 1/2 OF THE NE 1/4 OF SECTION 23, T 5 N, R 68 W OF THE 6TH P.M.,
TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO

FINAL PLAT

DEDICATION:

KNOW ALL PERSONS BY THESE PRESENTS THAT TRR DEVELOPMENT & MANAGEMENT SERVICES LLC, BEING THE OWNER OF THE FOLLOWING DESCRIBED PROPERTY:

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER NORTH 1/16 CORNER OF SAID SECTION 23, THENCE SOUTH 00°00'58" EAST, ALONG THE WEST LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 525.48' TO THE POINT OF BEGINNING;

THENCE S 84°54'14" E, A DISTANCE OF 145.74' TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

THENCE 31.42' ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00', A CENTRAL ANGLE OF 90°00'00", AND BEING SUBTENDED BY A CHORD WHICH BEARS N 50°05'46" E, 28.28';

THENCE S 84°54'14" E, A DISTANCE OF 60.00' TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE 31.42' ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00', A CENTRAL ANGLE OF 90°00'00", AND BEING SUBTENDED BY A CHORD WHICH BEARS S 89°54'14" E, 28.28';

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THENCE S 84°54'14" E, A DISTANCE OF 180.00' TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

THENCE 31.42' ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00', A CENTRAL ANGLE OF 90°00'00", AND BEING SUBTENDED BY A CHORD WHICH BEARS N 50°05'46" E, 28.28';

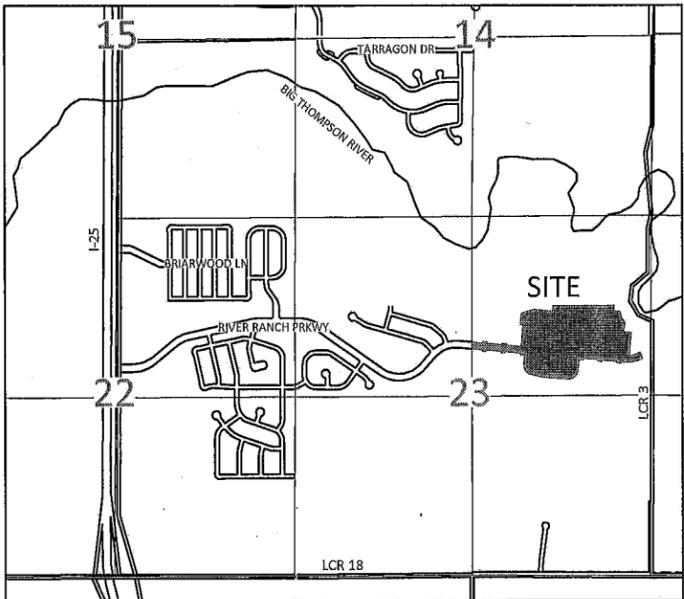
THENCE S 84°54'14" E, A DISTANCE OF 60.00' TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE 31.42' ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00', A CENTRAL ANGLE OF 90°00'00", AND BEING SUBTENDED BY A CHORD WHICH BEARS S 89°54'14" E, 28.28';

THENCE S 84°54'14" E, A DISTANCE OF 180.00' TO THE WEST LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 23;

THENCE N 00°00'58" W, ALONG THE WEST LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 100.40' TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS A GROSS AREA OF 1,500,722 SQUARE FEET, 34.45 ACRES, MORE OR LESS.



VICINITY MAP
NOT TO SCALE

AND DO HEREBY SUBDIVIDE THE SAME INTO THE LOTS, BLOCKS, TRACTS, OUTLOTS, RIGHTS-OF WAY AND EASEMENTS UNDER THE NAME OF THOMPSON RIVER RANCH FILING NO. 5 AS SHOWN ON THIS MAP AND DO HEREBY DESIGNATE AND DEDICATE ALL RIGHTS-OF-WAYS AND EASEMENTS FOR PUBLIC USE, UNLESS OTHERWISE NOTED.

TRR DEVELOPMENT & MANAGEMENT SERVICES LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: _____
ROBERT J. SANDERMAN
EXECUTIVE VICE PRESIDENT

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 2015,
BY ROBERT J. SANDERMAN, AS EXECUTIVE VICE PRESIDENT OF TRR DEVELOPMENT & MANAGEMENT SERVICES LLC.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

**APPROVALS
PLANNING AND ZONING COMMISSION**

THIS PLAT, TO BE KNOWN AS THOMPSON RIVER RANCH FILING NO. 5, WAS APPROVED BY ACTION OF THE PLANNING AND ZONING COMMISSION OF THE TOWN OF JOHNSTOWN, COLORADO AT A REGULAR MEETING HELD ON THE _____ DAY OF _____

BY: _____
CHAIR, PLANNING AND ZONING COMMISSION

TOWN COUNCIL

THIS PLAT, TO BE KNOWN AS THOMPSON RIVER RANCH FILING NO. 5, IS APPROVED AND ACCEPTED BY THE TOWN OF JOHNSTOWN, BY RESOLUTION NUMBER _____, PASSED AND ADOPTED ON FINAL READING AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO HELD ON THE _____ DAY OF _____

BY: _____ MAYOR
ATTEST: _____ TOWN CLERK

SITE STATISTICS:
LARGEST SINGLE FAMILY LOT: 11,979 SF, 0.28 AC
SMALLEST SINGLE FAMILY LOT: 5500 SF, 0.13 AC
AVERAGE SINGLE FAMILY LOT SIZE: 6422 SF, 0.15 AC
LOTS: 60 SINGLE FAMILY LOTS, 2 SCHOOL/PARK LOTS, 4 OUTLOTS
ROW-DEDICATED: 4.13,099 SF, 9.48 AC

OWNER & DEVELOPER:
TRR DEVELOPMENT & MANAGEMENT SERVICES LLC
4908 TOWER ROAD
DENVER, CO 80249

ENGINEER:
GALLOWAY
3760 E. 35TH ST., SUITE 202
LOVELAND, CO 80538

PLANNER:
LAI DESIGN GROUP
8201 SOUTHPARK LANE, SUITE 110
LITTLETON, COLORADO 80120

SURVEYOR:
WILLIAM H. SMITH & ASSOCIATES, INC.
508 W. 66TH STREET
LOVELAND, CO 80538

NOTES:

1. BASIS OF BEARINGS: ASSUMED NORTH 89°43'39" EAST, ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH P.M., SAID LINE BEING MONUMENTED BY A FOUND 2 1/2" ALUMINUM CAP, L.S. 37911 AT THE CENTER NORTH 1/16 CORNER AND BY A FOUND #6 REBAR WITH A 3 1/4" ALUMINUM CAP, L.S. 16847 AT THE EAST NORTH 1/16 CORNER OF SECTION 23 AS SHOWN HEREON.

2. FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT 508-F0456466-017-017, DATED JUNE 18, 2013 WAS RELIED UPON FOR INFORMATION REGARDING EASEMENTS AND ENCUMBRANCES OF RECORD IN THE PREPARATION OF THIS PLAT. SAID COMMITMENT COVERS MORE PROPERTY THAN INCLUDED IN THIS PLAT.

EASEMENTS IDENTIFIED IN SAID DOCUMENT HAVE BEEN SHOWN HEREON UNLESS NOT SPECIFICALLY DEFINED. THE FOLLOWING EASEMENTS CANNOT BE LOCATED DUE TO A LACK OF A SPECIFIC DEFINITION:
EXCEPTION 17-RIGHT OF WAY EASEMENT (BOOK 761, PAGE 226);
EXCEPTION 24-RIGHT OF WAY EASEMENT (BOOK 2097, PAGE 500);
EXCEPTION 29-PVREA EASEMENT (REC. NO. 90016914);
EXCEPTION 30-PVREA EASEMENT (REC. NO. 90016915).

3. THE ABOVE DESCRIBED PARCEL CONTAINS A GROSS AREA OF 1,500,722 SQUARE FEET, 34.45 ACRES, MORE OR LESS, SUBJECT TO ALL EASEMENTS AND ENCUMBRANCES OF RECORD.

4. FLOOD INFORMATION: THE SUBJECT PROPERTY IS LOCATED IN UNSHADED ZONE X, THE AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 08069C1213F AND 08069C1214F, EFFECTIVE DATE 12/19/2006. SAID EXISTING FLOOD PLAIN BOUNDARIES ARE SHOWN GRAPHICALLY SHOWN HEREON. FLOOD INFORMATION IS SUBJECT TO CHANGE.

5. EASEMENTS: 10' WIDE UTILITY EASEMENTS ARE DEDICATED ALONG THE FRONT LOT LINES AND ALONG STREET FRONTAGES, 5' WIDE UTILITY EASEMENTS ARE DEDICATED ALONG THE REAR LOT LINES AS SHOWN HEREON.

6. BLANKET EASEMENTS: OUTLOTS A, B, C AND D ARE DEDICATED AS A BLANKET EASEMENTS FOR VARIOUS PURPOSES INCLUDING, BUT NOT LIMITED TO, ACCESS, DRAINAGE, UTILITIES, LANDSCAPING, SIGNAGE, OPEN SPACE. SAID BLANKET EASEMENTS ARE SUBJECT TO EXISTING RIGHTS OF WAY AND EASEMENTS OF RECORD.

7. OWNERSHIP AND MAINTENANCE: OUTLOTS A, B, C AND D ARE OWNED AND MAINTAINED BY THE THOMPSON CROSSING METRO DISTRICT.

8. AN EMERGENCY ACCESS ROAD IS REQUIRED TO BE INSTALLED ALONG THE ROUTE OF RIVER RANCH PARKWAY TO LARIMER COUNTY ROAD 3 PRIOR TO COMBUSTIBLE MATERIALS BEING BROUGHT ON SITE OF ANY OF THE PROPOSED RESIDENCES. AT SUCH TIME AS 120 CERTIFICATES OF OCCUPANCY ARE ISSUED FOR THOMPSON RIVER RANCH FILING 5 OR SUBSEQUENT FILINGS, A PERMANENT PAVED ROAD TO COUNTY ROAD 3 IS REQUIRED TO BE DESIGNED AND CONSTRUCTED. NO ADDITIONAL CERTIFICATES OF OCCUPANCY WILL BE ISSUED UNTIL THE PERMANENT PAVED ROADWAY IS COMPLETED AND APPROVED BY LOVELAND FIRE RESCUE AUTHORITY AND THE TOWN OF JOHNSTOWN.

SURVEYOR'S CERTIFICATE:

I, LAINE A. LANDAU, BEING A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT OF THOMPSON RIVER RANCH FILING NO. 5 WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THE SURVEY WAS PERFORMED IN ACCORDANCE WITH COLORADO STATE LAW AND IS ACCURATELY REPRESENTED ON THIS PLAT.

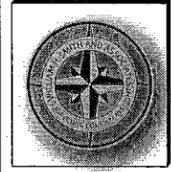
DATED THIS _____ DAY OF _____

LAINE A. LANDAU
COLORADO PROFESSIONAL LAND SURVEYOR #31159
FOR AND ON BEHALF OF WILLIAM H. SMITH & ASSOCIATES, INC.

NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

REV	DATE	DESCRIPTION
1	11/12/2015	DRAFT
2	11/12/2015	SUBMITTAL
3	11/12/2015	REVISE LOTS A & B
4	11/12/2015	REVISE PPA NOTE
5	11/12/2015	ADD 6 LOTS TO PLANNING, REVISE DEDICATION & AREAS

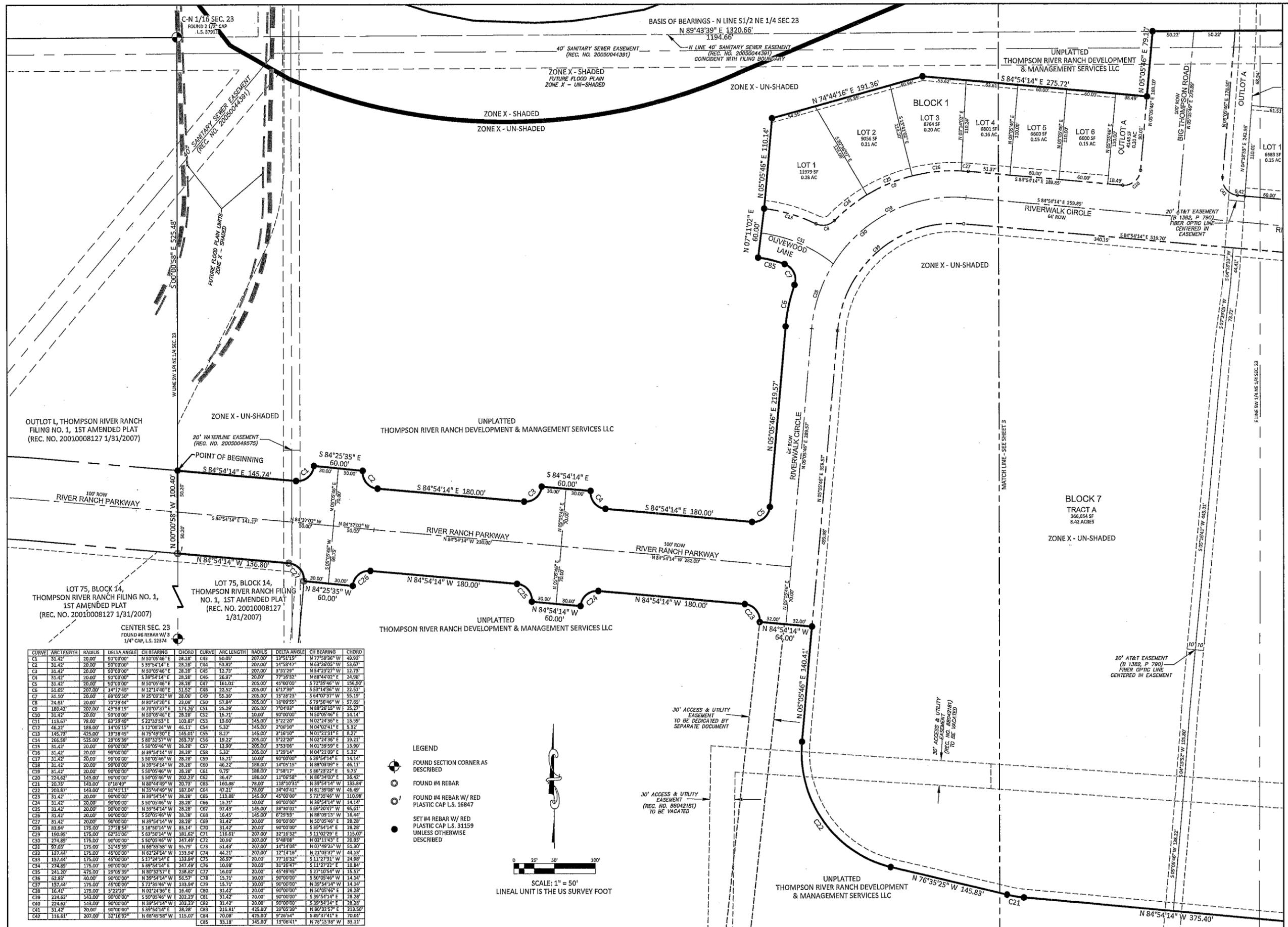
OAKWOOD HOMES
4908 TOWER ROAD
DENVER, CO



Galloway
Planning, Architecture, Engineering
3940 E. Tan Street, Suite 202
302.70.3838
www.gallowayusa.com

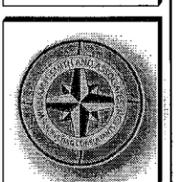
PROJECT #	DATE	SCALE	DESIGNED BY	DRAWN BY	REVIEWED BY
83239 2012022-001	JUN 2, 2015	N/A	J. Prelog	L. Landau	L. Landau

THOMPSON RIVER RANCH
FILING NO. 5
FINAL PLAT



REV	DATE	DESCRIPTION
1	LAL 12/22/2015 DRAFT	
2	LAL 1/22/2016 SUBMITTAL	
3	LAL 1/22/2016 REVISIONS LOTS A & B	
4	LAL 1/22/2016 REVISION PPA NOTE	
5	LAL 2/20/2016 ADD 6 LOTS TO PLANNING, REVISION ASSOCIATION & ANGIS	
		REVISION DESCRIPTION

OAKWOOD HOMES
4608 TOWER ROAD
DENVER, CO



Galloway
Planning, Architecture, Engineering
3760 E. 16th Street, Suite 202
Loveland, CO 80538
303.770.8888
www.gallowayinc.com

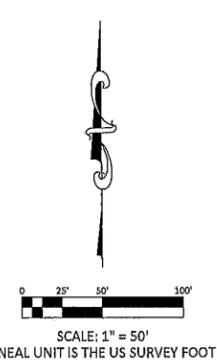
PROJECT #	DATE	SCALE	REVISION BY:
2012022001 <td>JAN 14, 2016 <td>N/A <td>L. London </td></td></td>	JAN 14, 2016 <td>N/A <td>L. London </td></td>	N/A <td>L. London </td>	L. London
DESIGNED BY:			L. London
DRAWN BY:			L. London

THOMPSON RIVER RANCH
FILING NO. 5
FINAL PLAT

Sheet
2
Of 3 Sheets

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CH BEARING	CHORD	CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CH BEARING	CHORD
C1	31.42'	20.00'	90°00'00"	N 50°05'46" E	28.28'	C43	50.03'	207.00'	13°51'15"	N 77°56'36" W	49.93'
C2	31.42'	20.00'	90°00'00"	S 39°54'14" E	28.28'	C44	53.82'	207.00'	14°53'47"	N 63°36'05" W	53.67'
C3	31.42'	20.00'	90°00'00"	N 50°05'46" E	28.28'	C45	12.73'	207.00'	3°31'39"	S 44°29'27" W	12.78'
C4	31.42'	20.00'	90°00'00"	S 39°54'14" E	28.28'	C46	26.97'	20.00'	77°16'23"	N 88°44'02" E	24.98'
C5	31.42'	20.00'	90°00'00"	N 50°05'46" E	28.28'	C47	161.01'	205.00'	45°00'00"	S 72°35'46" W	156.50'
C6	51.65'	207.00'	14°17'45"	N 12°14'40" E	51.52'	C48	22.52'	205.00'	6°17'39"	S 53°14'36" W	22.51'
C7	31.10'	20.00'	89°05'50"	N 25°03'22" W	28.06'	C49	55.30'	205.00'	15°28'23"	S 64°07'37" W	55.19'
C8	74.61'	20.00'	70°29'44"	N 80°24'20" E	23.08'	C50	57.84'	205.00'	16°09'55"	S 79°56'46" W	57.69'
C9	180.42'	207.00'	4°35'15"	N 70°01'37" E	174.76'	C51	25.38'	205.00'	7°03'03"	N 88°26'15" W	25.27'
C10	31.42'	20.00'	90°00'00"	N 50°05'46" E	28.28'	C52	15.71'	10.00'	90°00'00"	N 50°05'46" E	14.14'
C11	113.67'	78.00'	83°29'45"	S 22°33'53" E	103.87'	C53	13.60'	145.00'	5°22'20"	N 02°24'35" E	13.59'
C12	46.27'	188.00'	14°05'15"	S 12°08'24" W	46.11'	C54	5.33'	145.00'	2°06'10"	N 04°02'41" E	5.32'
C13	116.78'	475.00'	13°38'45"	N 75°49'30" E	145.00'	C55	8.77'	145.00'	3°16'10"	N 01°21'34" E	8.77'
C14	266.59'	525.00'	29°05'39"	S 60°32'57" W	263.73'	C56	19.22'	205.00'	5°22'20"	N 02°24'36" E	19.21'
C15	31.42'	20.00'	90°00'00"	S 50°05'46" W	28.28'	C57	13.90'	205.00'	3°53'06"	N 01°39'59" E	13.90'
C16	31.42'	20.00'	90°00'00"	N 39°54'14" W	28.28'	C58	5.32'	205.00'	1°29'14"	N 04°21'09" E	5.32'
C17	31.42'	20.00'	90°00'00"	S 50°05'46" W	28.28'	C59	15.71'	10.00'	90°00'00"	S 39°54'14" E	14.14'
C18	31.42'	20.00'	90°00'00"	N 39°54'14" W	28.28'	C60	46.28'	188.00'	14°05'15"	N 88°09'09" E	46.11'
C19	31.42'	20.00'	90°00'00"	S 50°05'46" W	28.28'	C61	9.75'	188.00'	2°58'17"	S 86°23'22" E	9.75'
C20	224.62'	143.00'	90°00'00"	S 50°05'46" W	202.23'	C62	36.47'	188.00'	11°06'58"	N 86°34'00" E	36.42'
C21	20.75'	143.00'	8°18'49"	N 80°44'49" W	20.73'	C63	160.88'	78.00'	134°10'31"	N 39°54'14" W	153.84'
C22	203.89'	143.00'	81°14'11"	N 75°44'49" W	157.04'	C64	47.21'	78.00'	24°44'15"	N 81°39'08" W	46.45'
C23	31.42'	20.00'	90°00'00"	N 39°54'14" W	28.28'	C65	113.88'	145.00'	45°00'00"	S 72°35'46" W	110.98'
C24	31.42'	20.00'	90°00'00"	S 50°05'46" W	28.28'	C66	15.71'	10.00'	90°00'00"	N 39°54'14" W	14.14'
C25	31.42'	20.00'	90°00'00"	N 39°54'14" W	28.28'	C67	97.43'	145.00'	38°30'01"	S 69°20'27" W	95.61'
C26	31.42'	20.00'	90°00'00"	S 50°05'46" W	28.28'	C68	165.00'	145.00'	90°00'00"	N 88°09'09" E	164.44'
C27	31.42'	20.00'	90°00'00"	N 39°54'14" W	28.28'	C69	31.42'	20.00'	90°00'00"	N 50°05'46" E	28.28'
C28	83.94'	175.00'	27°28'54"	S 18°50'14" W	83.14'	C70	31.42'	20.00'	90°00'00"	S 39°54'14" E	28.28'
C29	190.85'	175.00'	62°31'06"	S 63°50'14" W	181.62'	C71	116.61'	207.00'	32°16'32"	S 11°02'29" E	115.07'
C30	274.89'	175.00'	90°00'00"	S 50°05'46" W	247.49'	C72	20.96'	207.00'	5°48'08"	N 02°11'43" E	20.95'
C31	57.69'	175.00'	31°43'59"	N 66°54'58" W	95.79'	C73	51.43'	207.00'	14°14'08"	N 07°49'33" W	51.30'
C32	137.44'	175.00'	45°00'00"	N 62°24'14" W	133.94'	C74	44.21'	207.00'	12°14'16"	N 21°09'37" W	44.13'
C33	137.44'	175.00'	45°00'00"	S 17°24'14" E	133.94'	C75	26.97'	20.00'	77°16'23"	S 11°27'31" W	24.98'
C34	274.89'	175.00'	90°00'00"	S 39°54'14" E	247.49'	C76	10.98'	20.00'	31°26'47"	S 11°27'23" E	10.84'
C35	241.20'	475.00'	29°05'39"	N 88°09'09" E	240.00'	C77	165.00'	145.00'	90°00'00"	S 27°10'54" W	164.44'
C36	62.83'	40.00'	90°00'00"	N 39°54'14" W	56.57'	C78	15.71'	10.00'	90°00'00"	S 50°05'46" W	14.14'
C37	137.44'	175.00'	45°00'00"	S 72°35'46" W	133.94'	C79	15.71'	10.00'	90°00'00"	N 39°54'14" W	14.14'
C38	16.41'	175.00'	5°22'20"	N 02°24'36" E	16.40'	C80	31.42'	20.00'	90°00'00"	N 50°05'46" E	28.28'
C39	224.62'	143.00'	90°00'00"	S 50°05'46" W	202.23'	C81	31.42'	20.00'	90°00'00"	S 39°54'14" E	28.28'
C40	224.62'	143.00'	90°00'00"	N 39°54'14" W	202.23'	C82	31.42'	20.00'	90°00'00"	S 39°54'14" E	28.28'
C41	31.42'	20.00'	90°00'00"	S 39°54'14" E	28.28'	C83	215.81'	425.00'	29°05'39"	N 80°32'57" E	213.50'
C42	116.61'	207.00'	32°16'32"	N 68°45'58" W	115.07'	C84	70.08'	425.00'	9°26'54"	S 89°37'41" E	70.01'
						C85	33.18'	145.00'	19°06'41"	N 76°15'38" W	33.11'

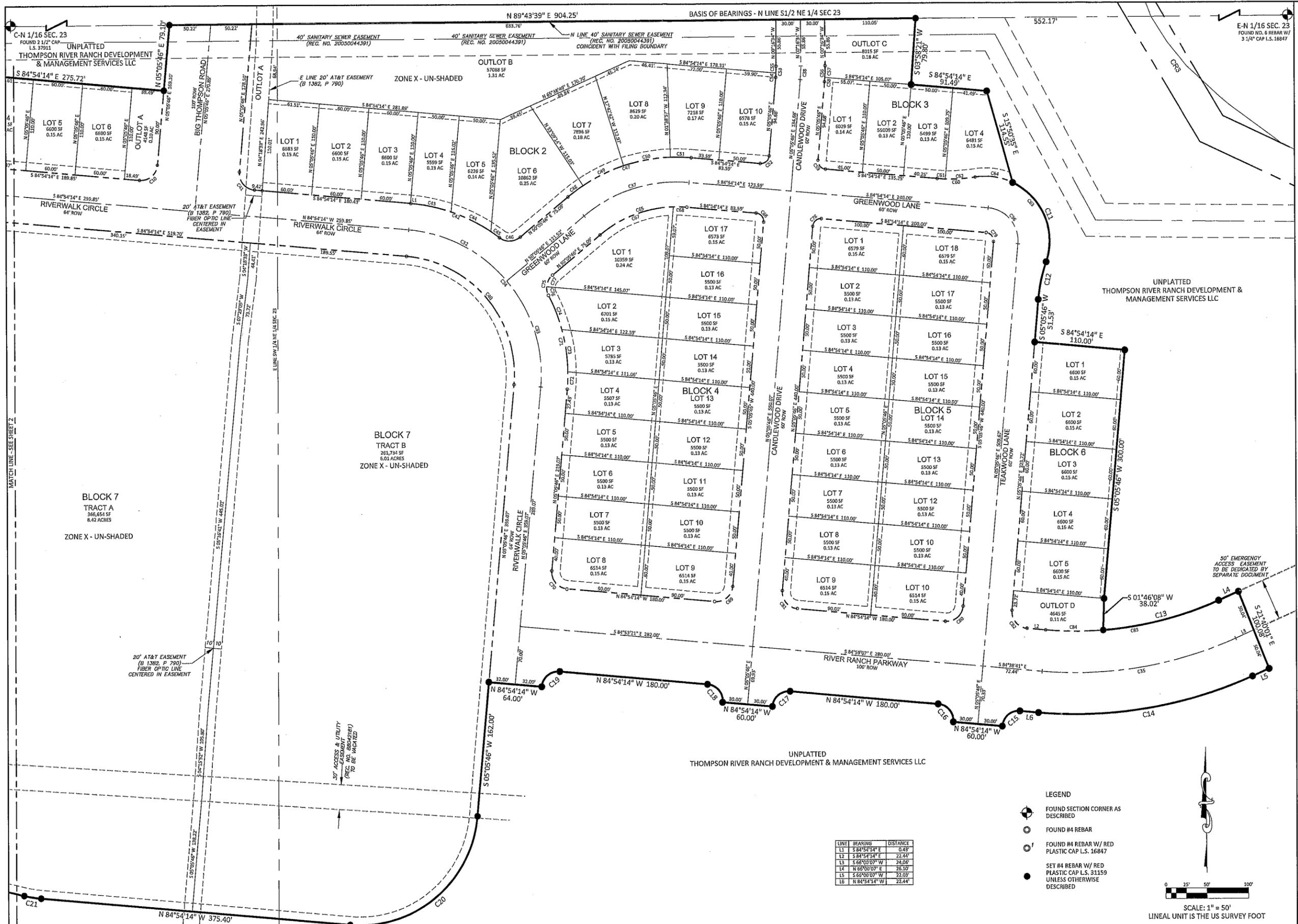
- LEGEND
- FOUND SECTION CORNER AS DESCRIBED
 - FOUND #4 REBAR
 - FOUND #4 REBAR W/ RED PLASTIC CAP L.S. 16847
 - FOUND #4 REBAR W/ RED PLASTIC CAP L.S. 31159 UNLESS OTHERWISE DESCRIBED



30' ACCESS & UTILITY EASEMENT TO BE DEDICATED BY SEPARATE DOCUMENT

30' ACCESS & UTILITY EASEMENT (REC. NO. 88042181) TO BE VACATED

30' ACCESS & UTILITY EASEMENT (REC. NO. 88042181) TO BE VACATED



MATCH LINE - SEE SHEET 2

C-N 1/16 SEC. 23
FOUND 2 1/2" CAP.
L.S. 37911

UNPLATTED
THOMPSON RIVER RANCH DEVELOPMENT
& MANAGEMENT SERVICES LLC

RIVERWALK CIRCLE
64' ROW

BLOCK 7
TRACT A
366,654 SF
8.42 ACRES
ZONE X - UN-SHADED

20' AT&T EASEMENT
(B 1382, P 790)
FIBER OPTIC LINE
CENTERED IN EASEMENT

30' ACCESS & UTILITY
EASEMENT
(REC. NO. 2005004391)
(TO BE VOUCHERED)

N 89°43'39" E 904.25'
BASIS OF BEARINGS - N LINE S1/2 NE 1/4 SEC 23

40' SANITARY SEWER EASEMENT
(REC. NO. 2005004391)

OUTLOT B
57088 SF
1.31 AC

BLOCK 2
ZONE X - UN-SHADED

GREENWOOD LANE
60' ROW

BLOCK 4
TRACT B
366,654 SF
8.42 ACRES
ZONE X - UN-SHADED

RIVERWALK CIRCLE
64' ROW

RIVER RANCH PARKWAY
100' ROW

UNPLATTED
THOMPSON RIVER RANCH DEVELOPMENT & MANAGEMENT SERVICES LLC

OUTLOT C
8015 SF
0.18 AC

BLOCK 3
ZONE X - UN-SHADED

GREENWOOD LANE
60' ROW

BLOCK 5
TRACT B
366,654 SF
8.42 ACRES
ZONE X - UN-SHADED

CANDLEWOOD DRIVE
60' ROW

RIVER RANCH PARKWAY
100' ROW

UNPLATTED
THOMPSON RIVER RANCH DEVELOPMENT & MANAGEMENT SERVICES LLC

OUTLOT D
4645 SF
0.11 AC

BLOCK 6
TRACT B
366,654 SF
8.42 ACRES
ZONE X - UN-SHADED

TEAKWOOD LANE
60' ROW

BLOCK 7
TRACT B
366,654 SF
8.42 ACRES
ZONE X - UN-SHADED

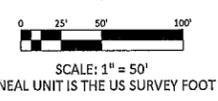
RIVER RANCH PARKWAY
100' ROW

UNPLATTED
THOMPSON RIVER RANCH DEVELOPMENT & MANAGEMENT SERVICES LLC

E-N 1/16 SEC. 23
FOUND NO. 6 REBAR W/
3 1/4" CAP L.S. 16847

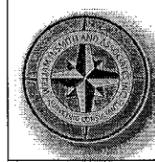
LINE	BEARING	DISTANCE
L1	S 84°54'14" E	0.48'
L2	S 84°54'14" E	22.44'
L3	S 66°00'07" W	24.06'
L4	N 66°00'07" E	24.10'
L5	S 66°00'07" W	22.03'
L6	N 84°54'14" W	22.44'

- LEGEND
- FOUND SECTION CORNER AS DESCRIBED
 - FOUND #4 REBAR
 - FOUND #4 REBAR W/ RED PLASTIC CAP L.S. 16847
 - SET #4 REBAR W/ RED PLASTIC CAP L.S. 31159 UNLESS OTHERWISE DESCRIBED



REV	REVISION DESCRIPTION
1	LAL 12/2/2015 DRAFT
2	LAL 1/2/2016 SUBMITTAL
3	LAL 1/2/2016 REBAR LOTS A & B
4	LAL 1/29/2016 REBAR LOTS A & B
5	LAL 2/9/2016 ADD 6 LOTS TO PLANNING REVISION DESCRIPTION & AREAS

OAKWOOD HOMES
4808 TOWER ROAD
DENVER, CO



Galloway
Planning, Architecture, Engineering, Inc.
1000 Pine St.
Louisiana, MO 63158
303.770.8894
www.gallowayeng.com

PROJECT #	20170222.001	DATE	JAN 2, 2015
DESIGNED BY	J. Freedy	SCALE	N/A
DRAWN BY	L. Landau	REVIEWED BY	L. Landau

THOMPSON RIVER RANCH
FILING NO. 5
FINAL PLAT

Sheet
3
Of 3 Sheets

REFERRAL COMMENTS

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

DATE: *January 14, 2015*

REFERRAL OF APPLICATION

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

Project: *Final Subdivision Plat - Plat Thompson River Ranch, Filing No. 5 (2nd revision)*

Location: *East of Thompson River Ranch Filing No. 1/River Ranch Parkway extended.*

Applicant: *Oakwood Homes*

Please reply by: *January 28, 2015*

Tentative Planning and Zoning Commission Hearing: *January 28, 2015*

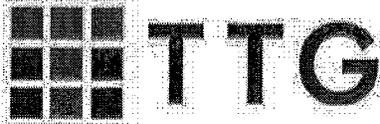
Planner: John Franklin jfranklin@townofjohnstown.com

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

- We have reviewed the request and find no conflicts with our interests.
 Please see the attached letter. - **DATED 1-15-15**
 Comments:

Signature: *Angus A. Welch* Date: *1-15-15*

Agency: *TTG - AS TOWN ENGINEER*



STRUCTURAL, MEP, CIVIL ENGINEERING & CONSTRUCTION SERVICES

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

1-15-15

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

RE: Thompson River Ranch – Filing No. 5 (2nd Revision)
Final Plat Referral Comments
TST Job. No. 127-039

Dear John,

We have reviewed the referral package dated January 14, 2015 for the above referenced Project.

The package as submitted to and reviewed by our office consists of the following documents:

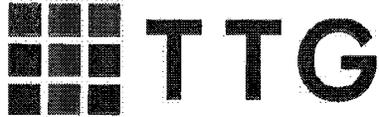
- Final Plat – Thompson River Ranch Filing No. 5, 3-sheets, dated 1/2/15, by Galloway.

In addition to the above document, we have referred to the previously submitted and reviewed (though not final approved) Civil Plans for the overall TRR 5-12 development. Where appropriate, we have noted that documentation in our comments below.

We have the following comments:

General

1. General Layout of the currently proposed TRR Filing 5 (2nd Revision) subdivision (54 lots, 2 Tracts, 3 Outlots) is essentially identical to what was shown as Phase 9 (re: Sheet PH01, Overall Phasing Plan) in the referenced Civil CD plan set plus addition of the two school/park lots (shown as part of prior Phase 5 per the Civil CD's). We recommend that the overall Phasing Plan (PH01) be updated and submitted in support of, and prior to approval of, the Filing #5 Final Plat.
2. **Flood Plain Issues:** The Plat (Sheet 1, Note #4) references that the proposed Filing 5 property falls outside of the mapped 0.2% annual probability (500 Year) floodplain limits. This is supported by the existing Flood Insurance Rate Maps for the Town (Larimer County FIRM, effective date 12/16/2006, Map Panels 1213F & 1214F). Accordingly, no special Flood Plain and/or flood insurance requirements are applicable for the currently proposed Filing 5 development.



3. **Detailed Civil Construction Plans (CD's):** CD's for the overall TRR Filings 5-12 development still need to be completed. Although overlot grading plans for the overall development already have been approved, final approvals on the Civil CD's have not occurred. The CD's (at least the Overall Phasing Plans – Sheet PHO1) need to be revised/updated to reflect the current (new) proposed phasing consistent with and incorporating this proposed Filing #5 (2nd Revision) plat. We understand the Town allows for submission of the detailed Civil design plans (and associated final engineering reports) either with, or after, the Final Plat. Since the required final engineering documents have not yet been approved, we recommend that Town approval of the current proposed Filing #5 (2nd Revision) Plat, if granted, be conditional upon subsequent submission and approval by the Town of the applicable engineering documents.
4. **Water Supply:**
 - a. Comparing the current proposed Filing #5 development limits with the prior submitted Civil CD's suggests water service to the proposed 54 residential lots and 2 school/park lots will be provided through a single 8-inch water main connection to the existing 20-inch distribution main at the east side of the site. No second looped connection to the existing water system appears to be provided (e.g. no redundancy is provided). Approximately 1840 LF of 8-inch main (single feed) will exist between the tap point and the water main loop into/through the Filing 5 residential area.
 - b. An updated Filing No. 5 (2nd Revision) specific water model and water system analysis report should be prepared and submitted by the design engineer. The report should document that adequate water supply (pressures, delivery capacity, etc.) for domestic (peak day) and concurrent fire flow demands will exist with the proposed system. The water system analysis should be provided to our office, the Town, and the Loveland Fire Rescue Authority (LFRA) for review/approval.
5. **Sanitary Sewer Service:**
 - a. The sanitary sewer plans presented in the referenced prior Civil design plans (re: Sheet OU01 – Overall Utility Plan) generally can be implemented (phased) appropriately to service the current proposed Filing #5 development.
6. **Storm Sewer Service:**
 - a. The sanitary sewer plans presented in the referenced prior Civil design plans (re: Sheet OU01 – Overall Utility Plan) generally can be implemented (phased) appropriately to service the current proposed Filing #5 development.



- b. The storm sewer / storm drainage system necessary for servicing the current proposed Filing #5 development must include the "downstream" storm infrastructure necessary to service Filing #5 (and future additional TRR Filings) (e.g. The two outlets under LCR #3, low flow channels, and associated "Offsite Detention/Water Quality Ponds").
- 7. Filing 5 Street Phasing / Plat Limits:**
- a. As shown on the proposed Filing #5 Final Plat, the proposed Plat limits incorporate to the end of the curb return limits on each of the intersections of streets south into the proposed future phases (re: Driftwood Lane, Crestwood Lane, Riverwalk Circle – both sides, Candlewood Drive and Teakwood Lane). However, based on the proposed street grading and associated low point storm sewer inlet locations shown in the CD's, we recommend the Filing #5 Plat be revised to include the additional street ROW south to the low point (and associated storm inlets) on Driftwood Lane, Crestwood Lane, Riverwalk Circle (east), and Candlewood Lane.
 - b. We recommend that, prior to Phase #5 Final Plat approval (or as a contingent requirement of the Plat Approval), appropriate Project Phasing Plan(s) be developed and submitted for review and approval (consistent with Project Phasing Notes #1 and #2 shown on Sheet PH01 of the currently submitted Civil CD's. (see excerpt below):

PROJECT PHASING NOTES:

1. A PHASING PLAN WILL BE REQUIRED WITH EACH PROPOSED PHASE OF THIS DEVELOPMENT. THIS PLAN IS REQUIRED TO BE SUBMITTED ALONG WITH ANY OTHER NECESSARY INFORMATION PRIOR TO TOWN OF JOHNSTOWN APPROVAL FOR CONSTRUCTION.
2. THE FOLLOWING INFORMATION WILL BE REQUIRED FOR EACH FUTURE PHASE: (INFORMATION MAY BE SHOWN AS APPROPRIATE ON ONE OR MORE SHEETS)
 - a. GENERAL OVERVIEW OF THE PHASE LIMITS INCLUDING LOTS, UTILITIES, AND STREETS.
 - b. FINAL PLAT
 - c. WATER ANALYSIS UPDATE INCLUDING THE WATER INFRASTRUCTURE PROPOSED WITH THE PHASE AND REFERENCE TO EXISTING WATER INFRASTRUCTURE.
 - d. DETAILED UTILITY PLAN VIEW INCLUDING THE LIMITS OF SANITARY SEWER, WATER, AND STORM DRAIN INFRASTRUCTURE PROPOSED WITH THE PHASE AND DESIGNATION OF EXISTING INFRASTRUCTURE.
 - e. LOCATION OF TEMPORARY FIRE HYDRANTS OR BLOW-OFFS AS APPROPRIATE WITH EACH PHASE.
 - f. SIGNING AND STRIPING PLAN INDICATING PROPOSED PHASE IMPROVEMENTS.
3. PROPOSED GRADING WILL BE COMPLETED PER THE ORIGINAL CONSTRUCTION PLANS COMPLETED WITH FILING 5.



Thompson River Ranch – Filing 5 (2nd Revision)
FP Referral Comments 1/15/15
pg. 4

4. EROSION CONTROL WILL BE COMPLETED AS REQUIRED FOR FILING 5 AND AS DOCUMENTED IN THE STORMWATER MANAGEMENT PLAN (SWMP). THE SWMP IS A LIVING DOCUMENT AND AS SUCH WILL REMAIN IN EFFECT THROUGHOUT THE CONSTRUCTION OF EACH PHASE. IT IS THE RESPONSIBILITY OF THE DEVELOPER/CONTRACTOR TO ASSURE ON-GOING COMPLIANCE WITH THE SWMP AND WITH CONSTRUCTION OF EACH PHASE.

5. WHEN CONSTRUCTION OCCURS WITHIN THE AT&T FIBER LINE EASEMENT, IT IS THE RESPONSIBILITY OF THE DEVELOPER/CONTRACTOR TO COORDINATE DIRECTLY WITH AT & T REPRESENTATIVES. CONTACT WILL GILES WITH CLEARWATER CONSULTING / AT&T - 720-369-3984.

6. UPON ISSUANCE OF 120 CERTIFICATES OF OCCUPANCY, A PAVED ACCESS IS REQUIRED FOR CONNECTION TO COUNTY ROAD 3. IN ADDITION, COUNTY ROAD 3 SHALL BE PAVED TO STATE HIGHWAY 402 (CR18). DESIGN FOR COUNTY ROAD 3 INCLUDING THE HILLSBORO DITCH CROSSING MAY BE COMPLETED AT A LATER DATE BUT APPROVAL OF DESIGN PLANS AND CONSTRUCTION IS REQUIRED PRIOR TO ISSUANCE OF THE 121ST CERTIFICATE OF OCCUPANCY.

Recommendation

We have noted several items in the comments above. We recommend these issues be addressed and resolved to the satisfaction of the Town prior to Town approval of the current Filing #5 Final Plat. Additionally, we recommend that if the Final Plat approval is granted prior to submission and approval of all required final civil engineering plans and documents, that the Final Plat approval be granted contingent upon final engineering documents approvals by the Town.

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

Gregory A. Weeks, PE, LEED ® AP

AGENDA ITEM 9C

**THOMPSON
RIVER RANCH
FILING No. 5**

**(Subdivision Development and Improvement
Agreement)**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: March 16, 2015

ITEM NUMBER: 9C

SUBJECT: Consider Subdivision Development and Improvement Agreement - Thompson River Ranch Filing No. 5

ACTION PROPOSED: Consider Approval of Subdivision Development and Improvement Agreement for Thompson River Ranch Filing No. 5

PRESENTED BY: John Franklin, Town Planner and Avi Rocklin, Town Attorney

AGENDA ITEM DESCRIPTION: The Final Plat for Thompson River Ranch Filing No. 5 was approved earlier in tonight's agenda. The Agreement requires the Developer to develop the property in accordance with the subdivision plat that was approved previously by the Council. The Agreement requires the Developer to install public and private improvements at the Developer's cost in accordance with the Town's specifications.

The Agreement also includes target dates for completion of certain improvements, as recommended by the Planning and Zoning Commission.

LEGAL ADVICE: The Town Attorney drafted the attached public improvements development agreement.

FINANCIAL ADVICE: N/A

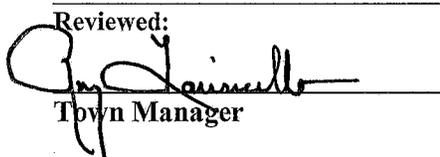
RECOMMENDED ACTION: Consider approval of the public improvements development agreement.

SUGGESTED MOTIONS:

For Approval: I move to approve the public improvements development agreement for Thompson River Ranch Filing No. 5.

For Denial: I move to deny approval of the public improvements development agreement for Thompson River Ranch Filing No. 5.

Reviewed:


Town Manager

**SUBDIVISION DEVELOPMENT
AND
IMPROVEMENTS AGREEMENT**

EXECUTED on 2/19/15

**SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT
FOR
TOWN OF JOHNSTOWN
(Thompson River Ranch Filing No. 5)**

This Subdivision Development and Improvement Agreement ("Agreement"), made and entered into by and between the **Town of Johnstown, Colorado**, a municipal corporation (the "Town") and **Oakwood Homes, LLC**, a Colorado limited liability company (the "Developer").

WITNESSETH:

WHEREAS, Developer is the fee simple owner of a parcel of land situated in the Town of Johnstown, County of Larimer, State of Colorado, the description of which is set forth on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, Developer seeks to develop the Property and to designate such development as Thompson River Ranch Filing No. 5 ("Development"); and

WHEREAS, Developer has submitted a final plat depicting the Development, which final plat is attached hereto as **Exhibit "B-1"** and incorporated herein by this reference ("Final Plat"); and

WHEREAS, the Town Council approved the Final Plat by passage of Resolution No. 2015-____, containing terms and conditions of approval of the Final Plat, which Resolution is attached hereto as **Exhibit "B-2"** and incorporated herein by this reference ("Resolution"); and

WHEREAS, Developer understands and agrees that, as a further condition of approval of the Final Plat, Developer is required to construct certain subdivision improvements to the Property, that Developer is responsible for the costs and expenses of those subdivision improvements unless otherwise provided herein, and that the subdivision improvements contemplated herein are reasonable, necessary, appropriate, and directly benefit the Development; and

WHEREAS, Developer agrees to undertake and complete the Development in accordance with this Agreement, the Final Plat, the Resolution, the Town's ordinances, resolutions and regulations and all other applicable laws and regulations.

NOW, THEREFORE, in consideration of the premises cited above and the mutual covenants and promises contained herein, the sufficiency of which is acknowledged, the Town and Developer agree as follows:

DEFINITIONS

For the purposes of this Agreement, the following words and terms shall be defined as follows:

1.1 **"Approved Plans"** shall mean: (1) with respect to the Public Improvements, the approved "Civil Engineering Construction Plans" related to the Development and on file with Town; and (2) with respect to the Private Improvements, the approved "the Site Development Plan" related to the Development and on file with Town.

1.2 **"Developer"** shall mean the owner(s) of the Property described in **Exhibit "A"** and any heirs, successors, assigns or transferees of any of the Property described in **Exhibit "A."**

1.3 **"Civil Engineering Construction Plans"** shall mean the approved engineering plans for construction, installation and improvement of the Public Improvements.

1.4 **"Development"** shall mean all the Property, property rights and subdivision improvements within the legal description in **Exhibit "A."**

1.5 **"Dry Utilities"** shall mean electricity, natural gas, cable and telephone.

1.6 **"Maintenance Guarantee"** shall mean a guarantee that the Subdivision Improvements constructed shall be free from defects and failures as more fully described in Paragraphs 5.2 and 5.4 below.

1.7 **"Private Improvements"** shall mean, without limitation, the construction, installation and improvement of privately owned and maintained common improvements including, but not limited to, stormwater improvements, landscaping, irrigation, fencing, entry signs, street signs and posts, street lighting, parks and open space, trails, postal service boxes and school bus stop shelters.

1.8 **"Public Improvements"** shall mean, without limitation, the construction, installation, improvement and dedication of public improvements, including, but not limited to public thoroughfares and streets, sanitary sewer facilities, water line facilities, drainage facilities, irrigation structures and other public facilities and improvements to serve the Development.

1.9 **"Site Development Plan"** shall mean the approved plans for the construction, installation and improvement of the Private Improvements.

1.10 "Subdivision Improvements" shall mean the Public Improvements, Private Improvements and Dry-Utilities.

1.11 "Town" shall mean the Town of Johnstown, Colorado.

1.12 "Town Engineer" shall mean the professional engineer designated by the Town Manager to perform the obligations set forth in this Agreement.

1.13 "Town Manager" shall include the Town Manager and his authorized designees.

1.14 "Town Official" shall include the Town Manager, Town Attorney, Town Treasurer, Town Engineer, Town Planner and their authorized designees.

SUBDIVISION IMPROVEMENTS

2. Public Improvements

2.1 *Pre- Construction*

a. **Engineering Services:** Developer shall furnish, at its own expense, all engineering services in connection with construction, installation and improvement of the Public Improvements. Engineering services shall be performed by a professional engineer registered in the State of Colorado. Engineering services shall consist of, but not be limited to, survey, designs, plans and profiles, specifications, drawings, estimates, construction administration, and the furnishing of necessary documents in connection therewith, including but not limited to final engineering drawings, final sewer and water design plans and final drainage plans (the "Civil Engineering Construction Plans").

b. **Civil Engineering Construction Plans:** Prior to commencing construction of the Public Improvements, Developer shall submit the Civil Engineering Construction Plans to the Town Engineer for review. Construction of the Public Improvements shall not commence until the Town provides written notice of approval of the Civil Engineering Construction Plans. Developer shall not thereafter modify the approved Civil Engineering Construction Plans without the written approval of the Town. The Town's review and approval of the Civil Engineering Construction Plans shall not limit or affect Developer's responsibility or liability for design, construction and installation of the Public Improvements, and Developer agrees to save and hold the Town harmless from any claims, fault or negligence attributable to such design, construction and installation, other than negligent designs which are required by the Town over Developer's written objection.

c. **Rights-of-Way, Easements, Permits and Use Tax:** Prior to commencing construction of the Public Improvements, Developer shall acquire, at its own expense, good and sufficient rights-of-way or easements, clear of any encumbrances, on all lands and facilities, if

any, traversed by the proposed Public Improvements. All such rights-of-way and easements shall be conveyed to the Town and the documents of conveyance shall be furnished to the Town Manager for recording. At the Town's request, Developer shall provide at its sole expense a policy of title insurance insuring title in the Town, free and clear of all liens and encumbrances, for all land, property and easements dedicated or conveyed to the Town or for public use. In addition, Developer shall obtain all the requisite permits and licenses necessary for construction of the Public Improvements. Developer shall also pay all applicable use tax due and owing to the Town.

2.2 **Construction of Public Improvements:** Upon satisfaction of the conditions set forth in Paragraph 2.1, Developer shall construct the Public Improvements at its own expense in accordance with this Agreement, the Final Plat, the Resolution, the Civil Engineering Construction Plans, the Town's ordinances, resolutions and regulations and all other applicable laws and regulations. All Public Improvements shall be installed and constructed within the rights-of-way or easements dedicated to the Town. Unless otherwise approved by the Town in writing, all materials used for constructing the Public Improvements shall be new and both workmanship and materials shall be of good quality.

2.3 **Construction Schedule:** Developer shall construct the Public Improvements in accordance with the schedule of public improvements set forth on "**Exhibit C,**" attached hereto and incorporated herein by reference ("Schedule of Public Improvements"). Once construction begins, Developer shall keep the Town Manager informed by weekly status reports of the progress of the work and a projection of when the Public Improvements will be completed as well as the cost of such Public Improvements.

2.4 **Testing and Inspection:** Developer shall employ, at its own expense, a qualified independent testing company, approved by the Town Engineer, to perform all testing of materials or construction that may be reasonably required by the Town. Developer shall furnish certified copies of test results to the Town Engineer. At all times during construction of the Public Improvements, the Town shall have the right, but not the duty, to inspect materials and workmanship, at Developer's cost. All materials and work must conform to the Civil Engineering Construction Plans. Any material or work not conforming to the Civil Engineering Construction Plans shall be promptly removed, repaired or replaced, at Developer's expense and to the satisfaction of the Town Engineer.

2.5 **Completion of Construction:** Developer shall complete construction of the Public Improvements no later than eighteen (18) months from the commencement of the construction, unless such completion date is extended for reasons beyond the reasonable control of Developer and Developer has obtained the Town Manager's written consent to the extension.

3. **Private Improvements**

3.1 **Pre- Construction:** Prior to commencing construction of the Private Improvements, Developer shall submit a Site Development Plan to the Town. The Site Development Plan shall contain the proposed Private Improvements for the Development, including a plan for stormwater improvements, an irrigation system, landscaping, fencing, entry-way signage, street signs and posts, street lighting, parks and open space, trails, postal service boxes and school bus stop shelters. Landscaping and fencing shall be designed in accordance with the Town's landscape guidelines. Construction of the Private Improvements shall not commence until the Town provides written notice of approval of the Site Development Plan, with the exception of approval of the school bus shelters, which must be approved by the school district. Developer shall not thereafter modify the approved Site Development Plan without the written approval of the Town. The Town's review and approval of the Site Development Plan shall not limit or affect Developer's responsibility or liability for design, construction and installation of the Private Improvements, and Developer agrees to save and hold the Town harmless from any claims, fault or negligence attributable to such design, construction and installation, other than negligent designs which are required by the Town over Developer's written objection. In addition, Developer shall obtain all the requisite permits and licenses necessary for construction of the Private Improvements. Developer shall also pay all applicable use tax due and owing to the Town.

3.2 **Construction of Private Improvements:** Upon satisfaction of the conditions set forth in Paragraph 3.1, Developer shall construct the Private Improvements at its own expense in accordance with the terms of this Agreement, the Final Plat, the Resolution, the Site Development Plan, the Town's ordinances, resolutions and regulations and all other applicable laws and regulations. All landscaping services shall be performed by a professional landscape architect or engineer. Unless otherwise approved by the Town in writing, all materials used for constructing the Private Improvements shall be new and both workmanship and materials shall be of good quality.

3.3 **Inspection:** At all times during construction and installation of the Private Improvements, the Town shall have the right, but not the duty, to inspect materials and workmanship, at Developer's cost. All materials and work must conform to the Site Development Plan. Any material or work not conforming to the Site Development Plan shall be promptly removed, repaired or replaced, at Developer's expense and to the satisfaction of the Town.

3.4 **Completion of Private Improvements:** Unless otherwise agreed in writing by the Town Manager, the Private Improvements shall be completed no later than the date that the Public Improvements are completed, unless such completion date is extended for reasons beyond the reasonable control of Developer and Developer has obtained the Town Manager's written consent to the extension. The Town may, in its discretion, allow Developer to defer completion of the landscaping services between December 1 and March 1 of any given year provided that sufficient surety in the form of a cash escrow deposited with the Town or an irrevocable letter of credit in the form attached hereto as **Exhibit "D"** in which the Town is designated as the beneficiary is provided to the Town.

4. Dry-Utilities

4.1 *Utilities:* Developer shall obtain all proper conveyances and arrangements for the installation and provision of the Dry Utilities to serve the Development. Developer shall provide proof of such conveyances and arrangements to the Town, which proof may be in the form of contracts for such services, no later than the date that the Public Improvements are completed.

4.2 *Easements:* All easements approved by the utility companies shall be submitted to the Town.

ACCEPTANCE OF SUBDIVISION IMPROVEMENTS

5.1 *Initial Acceptance:* Developer shall make written application to the Town Manager for initial acceptance of the Subdivision Improvements ("Initial Acceptance") within thirty (30) days of the completion date of the Subdivision Improvements, with the exception of the improvements for which the Town has authorized an extension of time to complete. The written application shall include one set of reproducible "as built" drawings and an affidavit executed by Developer affirming that the Subdivision Improvements have been paid in full, certifying the final construction costs and including documentary evidence of the construction costs. If the Town Manager requests, Developer shall provide lien waivers, or other acceptable assurance, from all subcontractors, suppliers and materialmen who have furnished labor, material or services for the design, construction or installation of the Subdivision Improvements. The affidavit and lien waivers may be reviewed by the Town, but the Town assumes no responsibility or liability to or for anyone regarding the veracity of the information so provided.

After the receipt of the written application, the Town Engineer shall use reasonable efforts to promptly inspect the Subdivision Improvements. If the Subdivision Improvements are satisfactory, Developer shall be entitled to Initial Acceptance upon receipt of the Maintenance Guarantee. If the Subdivision Improvements are not satisfactory, the Town Engineer shall prepare a detailed written description of all Subdivision Improvements which are not in compliance with the Approved Plans, subject to any changes that have been approved by the Town and any changes that have been required by the Town as a result of any unforeseen engineering design issues. Such report shall be delivered to Developer. After curing the defects, Developer shall make a renewed written application to the Town for re-inspection of the Public Improvements, which written application shall contain the items set forth above. The Town Engineer shall thereafter use reasonable efforts to promptly re-inspect the Subdivision Improvements. If the Subdivision Improvements are satisfactory, Developer shall be entitled to Initial Acceptance upon receipt of the Maintenance Guarantee.

5.2 *Maintenance Guarantee.* Prior to Initial Acceptance, Developer shall provide the Town with a maintenance guarantee in the form of a cash escrow deposited with the Town or an irrevocable letter of credit in the form attached hereto as **Exhibit "D"** in which the Town is designated as the beneficiary ("Maintenance Guarantee"). The Maintenance Guarantee shall

equal fifteen percent (15%) of the total cost of the Subdivision Improvements. The Maintenance Guarantee shall warrant and guarantee all expenses and costs for maintenance, repairs and replacements of the Subdivision Improvements until Final Acceptance. The Maintenance Guarantee shall be released after Final Acceptance of all of the Subdivision Improvements.

5.3 ***Delivery of Initial Acceptance.*** Upon satisfaction of the conditions set forth above in Paragraphs 5.1 and 5.2, the Town shall provide written notice of Initial Acceptance of the Subdivision Improvements to Developer. The Town may issue written notice of Initial Acceptance of the Subdivision Improvements prior to completion of certain of the less critical improvements, as determined and agreed-upon by the Town in its sole discretion. In which case, the Developer may be entitled to obtain building permits prior to completion of all the Subdivision Improvements, assuming satisfaction of the remaining terms of this Agreement and based on conditions otherwise set forth herein.

5.4 ***Maintenance, Repair and Replacement.*** Until Final Acceptance of the Subdivision Improvements, Developer shall promptly perform all maintenance and make all repairs and replacements of all defects or failures of the Subdivision Improvements at Developer's expense. If, within ten (10) days after Developer's receipt of written notice from the Town requesting such maintenance, repairs or replacements, Developer shall not have undertaken with due diligence to make the same, the Town may make such maintenance, repairs or replacements at Developer's expense and shall be entitled to draw upon the Maintenance Guarantee, either before undertaking to make such repairs or at any time thereafter or the Town may charge Developer for the costs thereof. In case of emergency, as determined by the Town, such written notice shall be deemed waived and the Town may proceed as it deems necessary at the expense of Developer or the issuers of the Maintenance Guarantee.

5.5 ***Final Acceptance.*** Two (2) years after the Town's Initial Acceptance of the Subdivision Improvements, which time period may be extended in the Town's discretion due to remedial or repair work that may be necessary in the first two (2) years by providing written notice to Developer, Developer shall make a written request to the Town Manager for a final inspection of the Subdivision Improvements ("Final Acceptance"). If the Town Engineer determines that the Subdivision Improvements are free of defects in materials and workmanship and have been repaired and maintained to the extent required, the Town Manager shall provide a written certification of completion and Final Acceptance. If the Town Engineer determines that the Subdivision Improvements are not free of defects in materials and workmanship and have not been repaired and maintained to the extent required, the Town Manager shall issue a written notice of non-compliance specifying the defects. Developer shall take such action as is necessary to cure the noncompliance and, upon curing the same, provide a new written request to the Town Manager for a final inspection of the Subdivision Improvements. Failure of the Developer to make a timely request for Final Acceptance shall not limit the Town's rights hereunder nor shall it limit the Town's right to utilize or operate the Public Improvements as the Town deems appropriate.

5.6 ***Dedication and Maintenance of Subdivision Improvements:*** Upon Final Acceptance of the Subdivision Improvements: (1) the Public Improvements shall be owned, operated and maintained by the Town; (2) the Private Improvements shall be owned, operated and maintained, as appropriate and otherwise authorized and approved by the Town, by the Developer, the homeowner's association or a metropolitan or special district; and (3) the Dry-Utilities shall be owned, operated and maintained, as appropriate and otherwise authorized, by the Developer, the homeowner's association, a metropolitan or special district or the appropriate public utility company.

WATER AND SEWER SERVICE

6.1 The Town and Developer shall enter into a Water and Sewer Service Agreement setting forth their agreement concerning water rights dedication, preliminary projections of water and sewer demand and a commitment by the Town for water and sewer service to the Development. The Water and Sewer Service Agreement, whenever executed, shall be incorporated into this Agreement and made a part hereof.

BUILDING PERMITS

7.1 The Town shall not issue building permits or install water meters until: (1) the Final Plat has been recorded with the County Clerk and Recorder; (2) Developer has paid all applicable use tax due and owing to the Town; (3) Developer has received written notice of Initial Acceptance of the Subdivision Improvements; (4) meter and curb stop pass inspection; (5) storm drainage fees required under Municipal Code Section 17-113 have been paid; (6) the parties have entered into a Water and Sewer Service Agreement; and (7) all terms of this Agreement have been faithfully kept by Developer.

7.2 Notwithstanding the foregoing, the Town may, in its sole discretion, issue building permits prior to completion of certain of the less critical Subdivision Improvements, as determined by the Town in its sole discretion, on the condition that such improvements be completed prior to the issuance of certificates of occupancy.

7.3 If at any time the Town determines that Developer is not in compliance with this Agreement, the Final Plat, the Resolution or the Approved Plans, the Town may withhold the issuance of building permits.

OPERATION STANDARDS

8.1 The operation of construction equipment outside an enclosed structure shall be prohibited between the hours of 8:00 p.m. and, on weekdays, the hour of 7:00 a.m. or, on weekends and legal holidays, the hour of 8:00 a.m. The Town Manager may, upon written application, alter the hours of operation for good cause by providing written notice to Developer.

8.2 The operation of construction equipment for the purpose of grading or constructing either surface improvements or underground utilities, either public or private, shall be prohibited between the hours of 8:00 p.m. and 7:00 a.m. on weekdays and 4:00 p.m. and 8:00 a.m. on legal holidays and weekends. The Town Manager may, upon written application, alter the hours of operation for good cause by providing written notice to Developer.

8.3 Developer agrees to control all weeds growing within the Development. Developer further agrees to use the appropriate herbicide and undertake mowing of the property within the Development.

8.4 Developer shall, at all times, keep the public right-of-way free from accumulation of waste material, rubbish, dirt and mud caused by Developer's operation. Developer shall remove such waste material, rubbish, dirt and mud no less than weekly and, at the completion of the work, shall promptly remove all debris waste materials, rubbish, dirt, mud, tools, construction equipment, machinery, building materials, trash containers, and portable toilets from the public right-of-way.

8.5 When the Town Engineer provides written notice that erosion, by wind or water, is likely to be an issue, Developer shall install temporary or permanent erosion control into the Development at the earliest practicable time. By way of explanation and without limitation, said control may consist of seeding of approved grasses, temporary dikes, gabions or other similar devices.

8.6 In the event that Developer fails to perform the work specified in Paragraphs 8.3, 8.4 or 8.5 within a reasonable time period after receiving written notice from the Town, not to exceed ten (10) days for the work specified in Paragraphs 8.3 and 8.4, the Town may, in addition to other remedies, including those set forth in Paragraph 7.3, perform the work required and charge Developer for said cost. Developer shall pay the Town for all costs incurred by the Town in the performance of the above said service within ten (10) days of the Town submitting an invoice for said services. If Developer does not remit the costs, in addition to other remedies, the Town may draw on the Maintenance Guarantee.

8.7 Developer hereby ensures that Developer's subcontractors shall cooperate with the Town's construction inspectors in all manners, including, but not limited to, by ceasing operations when winds are of sufficient velocity to create blowing dust which the Town, in its discretion, determines is hazardous to the public health and welfare.

8.8 Developer shall take all steps necessary to prevent its construction activities from damaging adjacent properties.

DEVELOPMENT STANDARDS

9.1 Developer shall comply with the requirements contained in the Annexation Agreement related to the Property, except as specifically amended by this Agreement.

9.2 Except as otherwise provided in this Agreement, Developer shall comply with Johnstown's municipal code, zoning ordinances, subdivision regulations, landscape guidelines and the Thompson River Ranch Design Guidelines. In the event of a conflict among the foregoing, the provisions of the Thompson River Ranch Design Guidelines shall control and govern the Development.

9.3 Appropriate design standards must be met including, but not limited to, the following:

- A. Developer shall submit detailed elevations showing architectural features of the proposed dwelling units. Architectural features, elevations and home sites shall have prior approval of the Town. Such approvals shall not be unreasonably withheld.
- B. All proposed multi-family areas and all other areas not planned for detached single family units must be the subject of a Site Development Plan to be reviewed and approved by the Town prior to any construction being performed.
- C. All off-street parking structures or pads shall be provided to the rear of the front setback. Driveways leading to the off-street parking may be constructed within the front setback and may also be used for parking.
- D. In areas built with single family homes, no individual unit shall be built with the same elevation within three (3) of itself on both sides of the street and all units shall have at least a two-car garage, except the multi-family homes.
- E. In areas built with single family homes, at least twenty-five percent (25%) of the facade of each dwelling unit, excluding windows, doors, and garage doors, shall be of masonry, stone, brick, or an equivalent. All roofs shall have forty (40) year architectural style shingles. Any shingle type or style other than architectural style shingles shall be submitted to the Town for prior approval, but three-tab conventional asphalt shingle roofing shall not be permitted.
- F. All trails within the Development must be a minimum of ten (10) feet wide and six (6) inches thick and constructed of concrete. Interior sidewalks shall be a minimum of five (5) feet wide, four (4) inches thick and constructed of concrete.
- G. To provide for emergency vehicular access, no structure shall be located in excess of one hundred and fifty feet (150'), excluding cul-de-sacs, from a

single point of vehicular access unless an approved temporary second point of vehicular access is provided.

- H. Current Municipal Code required setbacks must be met, including, but not limited to, setback requirements for oil and gas facilities.
- I. A thirty-foot landscape buffer and a ten-foot meandering sidewalk, which shall be six inches thick, shall be constructed along any proposed arterial roads. The landscape buffer shall be landscaped with deciduous trees and evergreens along with deciduous shrub beds and bluegrass in accordance with the Town's approved landscape plan. Curb and gutter shall be provided in the same locations as the before mentioned sidewalks and landscape buffers. All local streets shall have five-foot attached sidewalks and collector streets shall have five-foot detached sidewalks and shall be landscaped with trees and grass.

9.4 All Final Plat and construction drawings shall be submitted in mylar, print, and digital form, which must conform to the Town's format and content requirements.

9.5 Developer shall take all necessary steps to prevent its construction activities from harming water quality, water bodies and wetlands. All drainage and holding ponds shall be kept free of standing water by whatever means possible including, but not limited to, pumping water out of any holding ponds.

LIABILITY, INSURANCE AND COST REIMBURSEMENT

10.1 **Indemnification:** Developer hereby agrees to indemnify and hold the Town, Town Officials, its employees, agents, representatives, insurers and self insurance pool harmless from and against any and all suits, demands, actions, damages, liability, losses, claims, fees and expenses, including attorney's fees, resulting or arising in any way from any breach or default of this Agreement or any acts or omissions of Developer, its employees, agents, consultants, representatives or subcontractors, except to the extent caused by gross negligence or willful misconduct of the Town. Developer shall promptly investigate, handle, respond to, and provide defense for and defend against any such liability, claims or demands at the sole expense of Developer. Developer also agrees to bear all costs, expenses and attorney's fees related thereto whether or not such liability, claims or demands are groundless, false or fraudulent.

10.2 **Insurance:** Developer shall for itself and for its contractors, subcontractors, representatives and agents engaged in the design, construction or installation of the Subdivision Improvements maintain such liability insurance including general liability, contractors liability, professional liability, comprehensive automobile liability and sufficient public liability insurance as will protect the Town, Town Officials, its employees, agents and representatives against any and all potential liability, claims, damage, demands, losses, and expenses which may be incurred or asserted pursuant to Paragraph 10.1 above. Liability insurance shall be in the minimum

amount of one hundred fifty thousand dollars (\$150,000.00) for injury to one person, or six hundred thousand dollars (\$600,000.00) for injury to two or more persons in any single occurrence, or such greater amounts as may be established by the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as may be amended. Whenever requested by the Town Manager, Developer agrees to promptly submit certificates of insurance evidencing sufficient amounts, types and duration of insurance and which show the Town, Town Officials, its employees, agents and representatives as additional insureds. Developer shall not be relieved of any liability, claims, demands or other obligations assumed or set forth in this Development Agreement by reason of its failure to procure or maintain such insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types. In addition to the insurance specified above, Developer shall maintain workers compensation insurance, if so required by law, and shall require its contractors, subcontractors, representatives and agents engaged in the design, construction or installation of improvements to maintain workers compensation insurance in the amount required by law.

10.3 ***Drainage Liability:*** Developer shall indemnify and hold the Town harmless from any liability the Town may have on account of any change in the nature, direction, quantity, or quality of drainage flow resulting from the Development. In addition, Developer shall reimburse the Town for any and all costs, fees, and expenses, including attorney's fees, which the Town incurs in acquiring any rights-of-way or easements which the Town is required to acquire or condemn or which the Town is held to have acquired or condemned for drainage as a result of this Development. This provision shall survive Final Acceptance and the termination of this Agreement.

10.4 ***Tax Liability:*** Developer shall pay all outstanding taxes, encumbrances or obligations on any property dedicated or conveyed to the Town prior to or at the time of such dedication or conveyance, and shall indemnify and hold the Town harmless from any and all encumbrances, obligations or tax liability incurred prior to the dedication or conveyance to the Town. Any use tax due for construction materials shall be paid prior to construction of any improvements on the Property.

10.5 ***Cost Reimbursement to Town:*** Developer shall reimburse the Town for professional consultants, including, but not limited to engineers, testing companies and attorneys, engaged by the Town to process and complete the Development.

10.6 ***Colorado Governmental Immunity Act:*** Nothing in this Agreement shall be construed to waive, limit or otherwise modify any governmental immunity that may be available by the law to the Town, Town Officials, employees, contractors, or agents, or any other person acting on behalf of the Town and, in particular, governmental immunity afforded pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as amended.

DEFAULTS AND REMEDIES

11.1 A default by Developer shall exist if Developer fails to fulfill or perform any material obligation contained in this Agreement, the Final Plat, the Resolution, or the Approved Plans, or Developer fails to comply with the Town's ordinances, resolutions and regulations and all other applicable laws and regulations. In the event of a default, the Town shall deliver written notice to Developer of such default and Developer shall have ten (10) days from receipt of such notice to cure the default. If the default is not of a type that may be cured within such ten (10) day period, Developer may provide written notice to the Town within such period that it is actively and diligently pursuing such cure and Developer shall thereafter have a reasonable time to cure the default, provided that Developer is at all times within that extended period actively and diligently pursuing a cure. In case of emergency, as determined by the Town, such written notice shall be deemed waived and the Town may proceed as it deems necessary at the expense of Developer or the issuers of the Maintenance or Performance Guarantee.

11.2 If the default arises subsequent to Initial Acceptance and the default is not timely cured, the Town may draw on the Maintenance Guarantee. If the default relates to the improvement secured by the Performance Guarantee and the default is not timely cured, the Town may draw on the Performance Guarantee. In addition, and without limitation, if the default is not timely cured, the Town may withhold approval of any or all building permits, certificates of occupancy, water meters or tap hook-ups for any area within the Development. Notwithstanding these rights and remedies, the Town may pursue whatever additional remedies it may have against Developer or anyone, either at law, equity or pursuant to this Agreement. The Town's remedies shall be cumulative.

11.3 Should Developer default in any obligation under this Agreement, the Town may, in its discretion, complete such Subdivision Improvements at Developer's expense. The Town shall estimate the cost of such improvements and give notice to Developer to pay such cost estimate. The Town shall use such payment for said improvements and refund any money collected in excess of the actual cost of said improvements. Should payment not be made within thirty (30) days of such notice, the Town may assess the amount of the cost estimate, plus ten percent (10%) to defray the cost of collection as provided by state law, to the Property and file a lien against the Property, such lien to have priority over all liens except general taxes and prior special assessments and to be placed upon the tax list for the current year to be collected in the same manner as taxes are collected. The Town may file such lien at any time after said thirty (30) days while Developer is in default of this Agreement.

SPECIAL PROVISIONS

12.1 The Additional Terms, Conditions or Provisions relating to this Development are set forth in **Exhibit "B-3,"** which is attached hereto, incorporated herein by this reference, and made a part of this Agreement.

MISCELLANEOUS

13.1 **No Waiver:** Delays in enforcement or the waiver of any one or more breaches of this Agreement by the Town shall not constitute a waiver of any of the remaining terms or obligations.

13.2 **Severability:** If any provisions or parts of this Agreement are judged to be unenforceable or invalid, to the extent practicable, such judgment shall not affect, impair or invalidate the remaining parts of this Agreement, the intention being that the various parts and provisions hereof are severable.

13.3 **Recording of Agreement:** A Notice of this Agreement substantially in the form as shown on **Exhibit "E"** is to be recorded with the approved Final Plat and shall be a covenant running with and against all the Property, property rights and improvements contained within the Development described in **Exhibit "A"** in order to put prospective owners, purchasers, successors, assigns, and others acquiring any interest in the property on notice as to the terms and obligations herein. No lots, tracts or parcels may be separately conveyed prior to recording such Notice and the Final Plat.

13.4 **Binding Effect:** Unless otherwise provided herein, this Agreement shall be binding upon Developer's heirs, successors, assigns, transferees and any other person or entity acquiring or purchasing any interest in any of the Property described in the attached **Exhibit "A,"** with the exception of a bona fide residential home buyer of a completed owner-occupied home.

13.5 **Transfer or Assignments:** In the event of a sale or transfer of any portion of the Development, except to a bona fide residential home buyer of a completed owner-occupied home, the seller or transferor and the purchaser or transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless, prior to the transfer or the sale, a written agreement satisfactory to the Town delineating and allocating the various rights and obligations for the Subdivision Improvements has been approved and executed by the Town Council.

13.6 **Title and Authority:** Developer expressly warrants and represents to the Town that it is the record owner of the Development and further represents and warrants that the undersigned has full power and authority to enter into this Agreement. Developer understands that the Town is relying on the representations and warranties contained herein in approving in entering into this Agreement.

13.7 **Notice:** All notices, consents, applications or other instruments provided for under this Agreement shall be deemed properly given and received: (1) when personally delivered and received, when sent by messenger service, or when forwarded by facsimile or email-delivery, but only upon confirmation of receipt of such facsimile or email; (2) on the next day after deposit for delivery with a nationally-recognized overnight courier service; or (3) three business days after deposit in the United States mail, by certified mail with return receipt requested, postage prepaid and addressed as follows:

TO DEVELOPER:

OAKWOOD HOMES, LLC
Attention: Chad M. Ellington
4908 Tower Road
Denver, CO 80249

TO TOWN:

TOWN OF JOHNSTOWN
Attention: TOWN MANAGER
450 So. Parish
P. O. Box 609
Johnstown, CO 80534
Facsimile: (970) 587-0141
Email: rcello@townofjohnstown.com

Avi S. Rocklin, Esq.
Law Office of Avi S. Rocklin, LLC
19 Old Town Square, Suite 238
Fort Collins, CO 80528
Facsimile: (970) 797-1806
Email: avi@rocklinlaw.com

13.8 **Costs and Attorney Fees.** If the Developer breaches this Agreement, the Developer shall pay the Town's reasonable costs and expenses, including attorney's fees, incurred in the enforcement of the terms, conditions and obligations of this Agreement. Nothing herein shall be construed to prevent or interfere with the Town's rights and remedies specified elsewhere in the Agreement.

13.9 **Vested Right.** The Final Plat shall have vested rights pursuant to §§ 24-68-101, *et seq.*, C.R.S. for a period of three (3) years from the date of this Agreement.

13.10 **Warranty of Developer:** Developer warrants that the Subdivision Improvements shall be installed in a good and workmanlike manner and in compliance with the Approved Plans, this Agreement, the Final Plat, the Resolution, the Town's ordinances, resolutions and regulations and all other applicable laws and regulations and shall be substantially free of any defects in materials and workmanship.

13.11 **Governing Law and Venue.** 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.

13.12 **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.

13.13 **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements or understandings. Any amendment to this Agreement must be in writing and signed by the parties.

13.14 **Compliance with the Law.** Developer shall comply with all federal, state and local laws and regulations in the performance of the obligations under this Agreement.

13.15 **No Third Party Beneficiaries.** No person or entity, other than a party to this Agreement, shall have any right of action under this Agreement including, but not limited to, lenders, lot or home buyers and materialmen, laborers or others providing work, services or materials for the Subdivision Improvements.

13.16 **Force Majeure.** Neither party shall be liable for a failure to perform hereunder if such failure is the result of force majeure, which shall mean causes beyond the reasonable control of a party such as acts of God, labor strikes, war, terrorism, fire or action or inaction of government authorities.

13.17 **Headings.** The paragraph headings herein are for the convenience and reference of the parties and are not intended to define or limit the scope or intent of this Agreement.

IN WITNESS WHEREOF, and agreeing to be fully bound by the terms of this Agreement, the parties have set their hands below on this 18 day of FEBRUARY, 2015.

Oakwood Homes, LLC

By:

Robert J. Sanderman
Managing Member Date 2/18/15
Robert J. Sanderman
Executive Vice President

(printed name)

ATTEST:

John Cheney 2/18/15
Secretary/Member Date

JOHN CHENEY

(printed name)

(SEAL)

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

SUBSCRIBED AND SWORN to before me this 19th day of February, 2015, by
Robert J Sanderman

WITNESS my hand and official seal.

My commission expires: 6/17/2016



Karen L. Wilborn
Notary Public

TOWN OF JOHNSTOWN, COLORADO
A Municipal Corporation

By: _____
Mayor Mark Romanowski

ATTEST:

By: _____
Diana Seele, Town Clerk

**SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT
FOR
THE TOWN OF JOHNSTOWN
(Thompson River Ranch Filing No. 5)**

EXHIBITS

TABLE OF CONTENTS

EXHIBIT A:	Legal Description of Subject Property
EXHIBIT B-1:	Copy of Final Plat
EXHIBIT B-2:	Town Resolution Approving Development
EXHIBIT B-3:	Additional Terms, Conditions or Provisions
EXHIBIT C:	Schedule of Public Improvements
EXHIBIT D:	Irrevocable Letter of Credit Form
EXHIBIT E:	Notice (Approval of Final Plan/Plat and of Development Agreement)

EXHIBIT A

**LEGAL DESCRIPTION
(Development)**

EXHIBIT B-1

PLAT OR PLAN

(SEE ATTACHED)

EXHIBIT B-2

(RESOLUTION APPROVING PLAT OR PLAN)

(SEE ATTACHED)

EXHIBIT B-3

ADDITIONAL TERMS, CONDITIONS OR PROVISIONS

1. Developer shall complete the I-25 frontage road acceleration lane from River Ranch Parkway on or before June 30, 2015.
2. Developer shall complete construction of the community building and swimming pool described in the Final Development Plan 'A' and 'B' for Thompson River Ranch Filing No. 1 approved June 5, 2006, on or before June 30, 2017.
3. Developer shall complete construction of the neighborhood park described in Block 1 of the Final Plat on or before the completion of the construction of the school described in Block 1 of the Final Plat, prior to the issuance of 250 building permits east of the development at Thompson River Ranch Filing No. 1 or December 31, 2019, whichever is earlier
4. As otherwise set forth in this Agreement, landscaping, signage, street lighting and related Private Improvements are subject to the Thompson River Ranch Design Guidelines and the Final Site Development Plan for this Development.

EXHIBIT C

**SCHEDULE OF PUBLIC IMPROVEMENTS
(ATTACHED)**

**ENGINEER'S OPINION OF PROBABLE COST
THOMPSON RIVER RANCH FILING NO. 5 - PHASE 5**

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	COST
1	Aggregate Base Course (Class 6) (8.5" depth)	Square Yard	28,206	\$ 6.75	\$ 190,390.50
2	Hot Mix Asphalt Pavement (Gr SX)(SP75, PG 64-22) 2.0" depth)	Square Yard	28,206	\$ 8.50	\$ 239,751.00
3	Hot Mix Asphalt Pavement (Gr S)(SP75, PG 64-22) (2.0" depth)	Square Yard	28,206	\$ 8.50	\$ 239,751.00
4	Town of Johnstown Crosspans (6-Foot)	Each	5	\$ 1,350.00	\$ 6,750.00
5	18" Reinforced Concrete Pipe (Class III)	Linear Foot	283	\$ 34.00	\$ 9,622.00
6	24" Reinforced Concrete Pipe (Class III)	Linear Foot	901	\$ 45.00	\$ 40,545.00
7	30" Reinforced Concrete Pipe (Class III)	Linear Foot	422	\$ 58.00	\$ 24,476.00
8	36" Reinforced Concrete Pipe (Class III)	Linear Foot	132	\$ 76.00	\$ 10,032.00
9	42" Reinforced Concrete Pipe (Class III)	Linear Foot	391	\$ 115.00	\$ 44,965.00
10	66" Reinforced Concrete Pipe (Class III)	Linear Foot	1,597	\$ 200.00	\$ 319,400.00
11	72" Reinforced Concrete Pipe (Class III)	Linear Foot	886	\$ 210.00	\$ 186,060.00
12	14" x 23" HERCP (Class III)	Linear Foot	94	\$ 63.00	\$ 5,922.00
13	19" x 30" HERCP (Class III)	Linear Foot	38	\$ 67.00	\$ 2,546.00
14	24" x 38" HERCP (Class III)	Linear Foot	36	\$ 77.00	\$ 2,772.00
15	34" x 53" HERCP (Class III)	Linear Foot	167	\$ 145.00	\$ 24,215.00
16	43"x68" HERCP (Class III)	Linear Foot	465	\$ 200.00	\$ 93,000.00
17	45"x29" HERCP (Class III)	Linear Foot	31	\$ 125.00	\$ 3,875.00
18	48"x76" HERCP (Class III)	Linear Foot	100	\$ 245.00	\$ 24,500.00

**ENGINEER'S OPINION OF PROBABLE COST
THOMPSON RIVER RANCH FILING NO. 5 - PHASE 5**

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	COST
19	58"x91" HERCP (Class III)	Linear Foot	18	\$ 395.00	\$ 7,110.00
20	60"x38" HERCP (Class III)	Linear Foot	257	\$ 180.00	\$ 46,260.00
21	4' Dia. Storm Sewer Manhole	Each	4	\$ 2,700.00	\$ 10,800.00
22	5' Dia. Storm Sewer Manhole	Each	1	\$ 3,500.00	\$ 3,500.00
23	6' Dia. Storm Sewer Manhole	Each	4	\$ 4,900.00	\$ 19,600.00
24	7' Dia. Storm Sewer Manhole	Each	1	\$ 8,900.00	\$ 8,900.00
25	8' Dia. Storm Sewer Manhole	Each	7	\$ 9,500.00	\$ 66,500.00
26	9' Dia. Storm Sewer Manhole	Each	1	\$ 20,000.00	\$ 20,000.00
27	10' Dia. Storm Sewer Manhole	Each	1	\$ 25,000.00	\$ 25,000.00
28	14"x23" HERCP Flared End Section	Each	2	\$ 895.00	\$ 1,790.00
29	18" RCP Flared End Section	Each	1	\$ 655.00	\$ 655.00
30	Modified CDOT Box 10'x11' Box Base MH	Each	1	\$ 18,000.00	\$ 18,000.00
31	Inlet, Type R (5')	Each	9	\$ 4,500.00	\$ 40,500.00
32	Inlet, Type R (10')	Each	8	\$ 6,000.00	\$ 48,000.00
33	Pond Outlet Structure	Each	1	\$ 11,000.00	\$ 11,000.00
34	Trickle Channel	Linear Feet	3,526	\$ 29.00	\$ 102,254.00
35	Concrete Sidewalk (6")	Square Yard	5,544	\$ 12.50	\$ 69,300.00
36	Concrete Curb (Pedestrian) Ramp	Each	38	\$ 1,450.00	\$ 55,100.00

**ENGINEER'S OPINION OF PROBABLE COST
THOMPSON RIVER RANCH FILING NO. 5 - PHASE 5**

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	COST
37	Curb and Gutter, Mountable	Linear Foot	5,173	\$ 13.50	\$ 69,835.50
38	Curb and Gutter, Vertical	Linear Foot	4,900	\$ 12.50	\$ 61,250.00
39	Curb and Gutter, Island	Linear Foot	3,100	\$ 11.50	\$ 35,650.00
40	Speed Limit Signs	Each	12	\$ 575.00	\$ 6,900.00
41	Stop Signs	Each	9	\$ 450.00	\$ 4,050.00
42	Street Name Signs	Each	9	\$ 450.00	\$ 4,050.00
43	8" Sanitary SDR 35 PVC Pipe, (Complete in place)	Linear Foot	5,078	\$ 35.00	\$ 177,730.00
44	12" Sanitary SDR 35 PVC Pipe, (Complete in place)	Linear Foot	840	\$ 45.00	\$ 37,800.00
45	8" Underdrain SDR 35 PVC Pipe, (Complete in place)	Linear Foot	5,780	\$ 23.00	\$ 132,940.00
46	4' Dia. Sanitary Sewer Manhole	Each	26	\$ 3,200.00	\$ 83,200.00
47	Fire Hydrant Assembly with 6" Gate Valve	Each	8	\$ 5,700.00	\$ 45,600.00
48	8" Water C900 PVC PIPE (Complete in Place)	Linear Foot	7,420	\$ 22.00	\$ 163,240.00
49	8" Gate Valve	Each	67	\$ 1,600.00	\$ 107,200.00
50	8"x8" Cross	Each	10	\$ 525.00	\$ 5,250.00
51	6"x8" Tee	Each	8	\$ 485.00	\$ 3,880.00
52	8"x8" Tee	Each	6	\$ 485.00	\$ 2,910.00
53	Water Main Bends	Each	21	\$ 340.00	\$ 7,140.00
54	Sanitary Services	Each	167	\$ 1,000.00	\$ 167,000.00
55	Water Services	Each	72	\$ 1,650.00	\$ 118,800.00

**ENGINEER'S OPINION OF PROBABLE COST
THOMPSON RIVER RANCH FILING NO. 5 - PHASE 5**

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	COST
56	Connect to existing Sanitary	Each	3	\$ 1,600.00	\$ 4,800.00
57	Water Main Plug	Each	2	\$ 200.00	\$ 400.00
				<u>\$</u>	<u>3,262,067.00</u>

EXHIBIT D

FORM--IRREVOCABLE LETTER OF CREDIT

NAME OF ISSUING BANK _____
ADDRESS OF ISSUING BANK _____

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

ATTENTION: TOWN OF JOHNSTOWN ATTORNEY AND TOWN MANAGER

We hereby establish, at the request and for the account of this Irrevocable Letter of Credit in favor of the Town of Johnstown in the amount of \$_____. The purpose of this Letter of Credit is to secure performance of a Development Agreement for _____, dated this day _____ of _____, 20____, between the Town _____ of _____ Johnstown _____ and _____.

You are hereby authorized to draw on sight by drafts or written demands up to the aggregate amount of \$_____. The sole condition for payment of any demand made or draft drawn against this Irrevocable Letter of Credit is that the Town's demand or draft be accompanied by a letter, on the Town's stationery, signed by the Town Manager to the effect that "the Town of Johnstown has declared a default under the Development Agreement."

Partial and multiple drawings are permitted hereunder.

We hereby agree with the Town of Johnstown and its drawers, endorsers, and bona fide holders of demands made or drafts negotiated under this Letter of Credit that the same shall be duly honored upon presentation and delivery of the documents as specified above.

This Irrevocable Letter of Credit is not transferable.

This Letter of Credit shall be for a twelve (12) month term from the date of execution hereof. It is a condition of this Letter of Credit that it shall be automatically renewed, without amendment, for additional periods of one year each from the present or any future expiration date, unless, at least sixty (60) calendar days prior to the effective expiration date, the Town Manager notifies you in writing delivered by certified U.S. mail, return receipt requested, to your address set forth above that the Town of Johnstown elects not to renew this Letter of Credit for any further additional period. Upon your receipt of our written notification of impending expiration, you

EXHIBIT E

NOTICE

Please take notice that on the ____ day of _____, 2015, the Town Council of the Town of Johnstown approved the final plat for the development known as _____, which development was submitted and processed in accordance with the Town of Johnstown's Municipal Code. In conjunction therewith, the Town Council also approved a Development Agreement dated _____, 2015, between the Town Johnstown and the Developer, pursuant to and under which certain rights and obligations of the Developer will pass on to subsequent owners, heirs, assigns and transferees of the below-described property. The Development Agreement is on file and may be reviewed in the office of the Town Clerk of the Town of Johnstown. The subject property for which such Development Agreement applies is described as follows:

LEGAL DESCRIPTION ATTACHED

DATED this _____ day of _____, 2015.

Town Clerk

Town Manager

AGENDA ITEM 9D

**PROFESSIONAL
SERVICES
AGREEMENT**

**(South Parish Road Widening Project)
(TTG Inc., of Denver Consulting Engineers)**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: March 16, 2015

ITEM NUMBER: 9D

SUBJECT: Consider Professional Engineering Services (Construction Phase) Agreement for S. Parish Road Widening Project – TTG Inc., of Denver Consulting Engineers (TTG)

ACTION PROPOSED: Approve Professional Engineering Services Agreement

PRESENTED BY: Public Works Director, Town Attorney

AGENDA ITEM DESCRIPTION: A design contract for the South Parish Avenue Road Widening Project was awarded to Felsburg Holt & Ullevig (FHU) on November 18, 2013. Construction drawings for the project prepared by FHU were completed in June 2014 and the project was initially bid in 2014. The project was rebid in February 2015 and a construction contract has been awarded. The project is ready for construction.

Proposals for the engineering construction services were solicited from FHU and TTG. TTG was the only firm to respond to the Town's request in a timely manner.

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

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

In general, the proposed scope of services to be provided by TTG Inc., for the S. Parish Road Widening project will consist of construction services (please refer to attached agreement for a complete scope of services to be provided by Engineer).

Cost of engineering services for the project is **\$49,500.**

The Public Works Director has reviewed the TTG Proposal (attached) and discussed the work with TTG and recommends approval of the agreement.

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

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

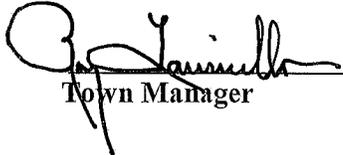
RECOMMENDED ACTION: Approve professional services agreement.

SUGGESTED MOTIONS:

For Approval: I move to approve the professional services agreement for S. Parish Road Widening project with the firm of TTG Inc., of Denver Consulting Engineers in an amount not to exceed \$49,500 and authorize the Mayor to sign the agreement.

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

Reviewed:


Town Manager

AGREEMENT

AGREEMENT
for
PROFESSIONAL ENGINEERING SERVICES
for
TOWN OF JOHNSTOWN
SOUTH PARISH AVENUE ROAD WIDENING
AND
CONSTRUCTION INSPECTION, CONSTRUCTION ADMINISTRATION
Johnstown, Colorado

This is an AGREEMENT made between the TOWN OF JOHNSTOWN, a Colorado Home Rule Town (TOWN) and TTG ENGINEERS (CONSULTANT), a California corporation, authorized to do business in Colorado.

Whereas, the TOWN desires to have certain engineering and inspection services performed by CONSULTANT relative to the construction of the South Parish Avenue Road Widening in Johnstown, Colorado (PROJECT). Drawing and specifications for the PROJECT were prepared by Felsburg Holt & Ullevig (ENGINEER) and have been reviewed and accepted by the TOWN.

Whereas, on February 18, 2015, the Town entered into a contract with Mountain Constructors (CONTRACTOR) for construction of the PROJECT. Such contract and all attachments thereto are collectively referred to herein as the "Contract Documents." Unless otherwise defined herein, capitalized terms in this AGREEMENT shall be ascribed the meaning contained in the Contract Documents.

Whereas, the CONSULTANT is duly accredited and this AGREEMENT provides for said professional engineering services.

Therefore, TOWN and CONSULTANT, in consideration of their mutual covenants herein, agree in respect of the performance of professional engineering services provided by CONSULTANT and the payment for those services by TOWN as set forth below.

Section 1 – Basic Services

For the purposes of this AGREEMENT, the Basic Services shall include periodic construction inspection and certain contract administration tasks associated with the PROJECT. Specific tasks to be performed shall be:

1.1 Periodic Construction Inspection

The CONSULTANT shall provide the services of a resident project representative (and assistants as agreed) at the site to perform periodic inspection of work, general construction observation at the construction of the PROJECT, contract administration and other work performed in association with the contract for the PROJECT. The periodic inspection is expected to range from 10 to 20 hours per week as required by the construction activity. The acting resident project representative shall be CONSULTANT's employee, Tim Farner, or other qualified employees of the CONSULTANT (INSPECTOR). The CONSULTANT and the TOWN shall meet monthly to confirm that the periodic inspection activities are meeting the TOWN's expectations and requirements.

1.1.1 CONSULTANT shall furnish INSPECTOR to observe the performance of the Work of the CONTRACTOR.

A. The INSPECTOR is CONSULTANT's employee and will act as directed by and under the supervision of CONSULTANT, and he will confer with ENGINEER and TOWN regarding his actions. His dealings in matters pertaining to the on-site Work will in general be with ENGINEER and CONTRACTOR keeping the TOWN advised as necessary. His dealings with Subcontractors will only be through or with the full knowledge and approval of CONTRACTOR. He shall communicate with the TOWN as required with the knowledge of and under direction of CONSULTANT.

B. Duties and Responsibilities: INSPECTOR shall:

1. Schedules:

Review the progress schedule, schedule of Shop Drawing submittals, schedule of values and other schedules prepared by CONTRACTOR and consult with ENGINEER and TOWN concerning acceptability. INSPECTOR shall make recommendations to TOWN regularly and upon request.

2. Conferences and meetings:

Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings and other job conferences and other PROJECT related meetings. In addition, INSPECTOR shall attend any and all meetings when the TOWN requests INSPECTOR's attendance.

3. Liaison:

a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent to assist him in understanding the intent of the Contract Documents. Assist ENGINEER in serving as TOWN's liaison with CONTRACTOR when CONTRACTOR's operations affect TOWN's on-site operations.

- b. Assist in obtaining from TOWN additional details or information, when required for proper execution of the Work.
4. Shop Drawings and Samples:
- a. Record date of receipt of Shop Drawings and samples.
 - b. Receive samples which are furnished at the site by CONTRACTOR for ENGINEER's review, and notify ENGINEER of their availability for examination.
 - c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample submission if the submission has not been approved by ENGINEER.
 - d. Shop Drawings shall be approved by ENGINEER with concurrence of TOWN.
5. Review of Work, Rejection of Defective Work, Inspections and Tests:
- a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining that the Work is proceeding in accordance with the Contract Documents.
 - b. Report to ENGINEER and TOWN whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspections, tests or approvals required to be made; and advise ENGINEER when he believes Work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of the appropriate personnel, and the CONTRACTOR maintains adequate records thereof; observe, record and report to ENGINEER appropriate details relative to the test procedures and start-ups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the PROJECT, record the results or such inspections and report to ENGINEER.
6. Interpretation of Contract Documents:
- Report to ENGINEER and TOWN when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarification and interpretations of the Contract

Documents as determined by ENGINEER, after consultation with the TOWN. INSPECTOR shall contact ENGINEER whenever a clarification related to the design intent is required.

7. Modifications:

Consider and evaluate CONTRACTOR's suggestions for modifications of Drawings or Specifications and report CONTRACTOR's recommendations to ENGINEER and TOWN. Transmit the CONTRACTOR's suggestions to ENGINEER if appropriate. Transmit to CONTRACTOR decisions issued by ENGINEER.

8. Records:

- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions or original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the AGREEMENT, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports and other PROJECT related documents.
- b. Keep a diary, daily report form, or log book, recording hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures; send copies to ENGINEER.
- c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of equipment and materials.
- d. Provide complete copies of all records to TOWN at completion of PROJECT and furnish individual records to TOWN upon request by TOWN or as needed.

9. Reports:

- a. Furnish to ENGINEER and TOWN periodic reports, as required of the progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawings and sample submittals.
- b. Consult with ENGINEER and TOWN in advance of scheduled major tests, inspections or start of important phases of the Work.

- c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER and TOWN Change Orders, Work Directive Changes, and Field Orders.
- d. Report immediately to ENGINEER and TOWN upon the occurrence of any accident.

10. Payment Requests:

- a. Review applications for payment with CONTRACTOR and TOWN for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment request to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
- b. ENGINEER will process pay applications with cut-off date for each month falling on the last Friday of every month. ENGINEER will prepare pay applications and present recommendation to TOWN in a timely manner.
- c. ENGINEER will prepare change orders and submit to TOWN with recommendations regarding payment.
- d. ENGINEER will not be responsible for delivery of payment from TOWN to CONTRACTOR.

11. Completion:

- a. Before ENGINEER issues a Certificate of Substantial Completion, meet with TOWN, and then submit to CONTRACTOR a list of observed items requiring correction or completion.
- b. Conduct final inspection in the company of ENGINEER, TOWN and CONTRACTOR and prepare a final list of items to be corrected or completed.
- c. Observe that all items on final list have been corrected or completed and make recommendations to ENGINEER and TOWN concerning acceptance.

C. Limitation of Authority: INSPECTOR shall not:

- 1. Authorize any deviations from the Contract Documents or accept any substitute materials or equipment, unless authorized by ENGINEER and approved by TOWN.

2. Exceed limitations of ENGINEER's authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of CONTRACTOR, Subcontractors, or CONTRACTOR's superintendent.
4. Advise on, or issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures for construction unless such is specifically called for in the Contract Documents.
5. Advise on or issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
7. Authorize TOWN to occupy the Work in whole or in part.
8. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

1.1.2 The INSPECTOR shall provide periodic inspections of adequate detail to determine that the Work generally complies with the construction plans, standards and criteria, and general construction practices and standards. The INSPECTOR shall work with the Contract Documents and TOWN's geotechnical engineers to ensure that all necessary tests are performed and properly reported (foundation and trench backfill and compaction, preparation/proof rolls, concrete forms/reinforcement/ placement and strength testing, welding, etc.).

1.1.3 CONSULTANT shall ensure that INSPECTOR's duties and responsibilities, as set forth herein, are satisfied and shall be obligated under this AGREEMENT for performance of the same. CONSULTANT shall be liable under this AGREEMENT for the acts and omissions of INSPECTOR.

1.2 Construction Administration

1.2.1 CONSULTANT shall provide certain services related to management and administration of the PROJECT including:

- A. Facilitation and coordination of a pre-construction conference.
- B. Facilitation and coordination of weekly meetings.
- C. Review shop drawing submittals and provide recommendations and/or approvals.
 1. Forward shop drawing to applicable design associates for their review and return.

2. Return copies of all approved shop drawings to the INSPECTOR for distribution to the CONTRACTOR and for INSPECTOR's use.
- D. Process payment applications, substantial completion, final acceptance, change orders, etc.
 - E. Coordination with TOWN's other engineers and suppliers for services to be provided in conjunction with work related to the PROJECT.

Section 2 – Additional Services

The parties recognize that services not contemplated in Section 1 may be required. If such work is to be performed as typical duties, as determined by the TOWN and the CONSULTANT, an amendment to this AGREEMENT shall be prepared and presented to the TOWN prior to initiation of said work. Descriptions of additional services, compensation, and period-of-services adjustments shall be presented in the amendment, prior to starting any additional services.

Specific services not included in this AGREEMENT include, but are not limited to:

- 2.1 Enforcement of County, State or Federal regulations pertaining to construction site safety, pollution, hazard mitigation, endangered or threatened species, wetlands mitigation, etc.
- 2.2 Participating in CONTRACTOR safety meetings or enforcement of CONTRACTOR safety practices or policies.
- 2.3 Accepting delivery of TOWN-furnished materials or any other duty or responsibility of the CONTRACTOR or sub-contractors.
- 2.4 Negotiation of property or authorization to construct beyond the construction limits of the PROJECT.
- 2.5 Geotechnical testing or inspection, excepting services provided under Section 1.1.2.

Section 3 – Period of Service

The Period of Service for this work shall commence upon the signing of this AGREEMENT by the TOWN and shall extend for the length of the construction period defined by the approved CONTRACTOR's construction schedule submitted at the preconstruction meeting and continue until the TOWN's final acceptance of the PROJECT.

Section 4 – Compensation

4.1 Methods of Payment for Services and Expenses of Engineer

- 4.1.1 Services provided under this AGREEMENT for services defined under Section 1 and for the time period defined by Section 3 will be based on hourly rates plus expenses according to the CONSULTANT's Schedule of Fees, estimated at, but not to exceed,

\$49,500.00 without prior TOWN authorization. The Schedule of Fees is attached hereto and incorporated herein by reference as Exhibit A.

4.2 Times of Payments

The CONSULTANT shall submit monthly invoices for work actually completed and costs incurred at the time of billing.

4.3 Other Provisions Concerning Payments

4.3.1 If TOWN fails to make any payment due CONSULTANT for services and expenses within forty five days after receipt of CONSULTANT's invoice, the amounts due CONSULTANT will be increased at the rate of 1.0% per month from said forty fifth day, and in addition, CONSULTANT may, after giving seven days written notice to TOWN, suspend services under this AGREEMENT until CONSULTANT has been paid in full all amounts due for services, expenses, and charges.

4.3.2 In the event of termination by TOWN under paragraph 6.1.2 upon the completion of any phase of the Basic Services, progress payments due CONSULTANT for services rendered through such phase shall constitute total payment for such services. In the event of such termination by TOWN during any phase of the Basic Services, CONSULTANT will be paid for services rendered during that phase on the basis of CONSULTANT's hourly rates based on the Schedule of Fees for services rendered during that phase to date of termination by CONSULTANT's principals and employees engaged directly in work on the PROJECT. In the event of any such termination, CONSULTANT also will be reimbursed for all unpaid Additional Services and unpaid Reimbursable Expenses.

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

Section 5 – TOWN's Responsibilities

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

5.1 Designate in writing a person to act as TOWN's representative with respect to the services to be rendered under the AGREEMENT. Such person shall have complete authority to transmit instructions, receive information, interpret and define TOWN's policies and decisions with respect to CONSULTANT's services for the PROJECT. The TOWN hereby designates Tom Hellen, the TOWN's Public Works Director.

5.2 Provide all criteria and full information as to TOWN's requirements for the PROJECT, including design objectives and constraints, space capacity and performance requirements, flexibility and expendability, and any budgetary limitations, as well as furnish copies of all design and construction standards which TOWN will require to be included in the Drawings and Specifications.

- 5.3 Assist CONSULTANT by placing at CONSULTANT's disposal all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.
- 5.4 The TOWN shall be responsible for negotiating and acquiring all required properties and/or easements necessary for the completion of all components of the PROJECT.
- 5.5 The TOWN shall be responsible for the coordination of professional services among CONSULTANT, ENGINEER and the TOWN's other professionals of record.
- 5.6 The TOWN shall retain the services of a testing laboratory to perform quality control testing for soil compaction and concrete strength.

Section 6 – General Considerations

6.1 Termination

- 6.1.1 Termination for cause: If either party fails to perform its obligations under this AGREEMENT, the non-defaulting party shall provide the defaulting party with written notice of the default and a seven-day opportunity to cure, which period may be extended by mutual agreement of the parties. If the default is not timely cured, the non-defaulting party may terminate this AGREEMENT by providing fifteen days written notice to the defaulting party. Such notice may be provided by hand-delivery, an overnight courier or by certified mail, return receipt requested (receipt will be presumed three days after depositing such notice in the U.S. mail).
- 6.1.2 Termination for convenience: TOWN shall, at its sole option and discretion, have the right to terminate this AGREEMENT for any reason whatsoever by providing CONSULTANT with a written notice to terminate to be effective five (5) days after notifying CONSULTANT by hand-delivery, an overnight courier or by certified mail, return receipt requested (receipt will be presumed three days after depositing such notice in the U.S. mail).

6.2 Reuse of Documents

All documents including Drawings and Specification prepared or furnished by ENGINEER (and ENGINEER's independent professional associates and engineers) pursuant to this AGREEMENT are instruments of service in respect of the PROJECT. TOWN shall make arrangements with ENGINEER regarding the retainage of copies for information and reference in connection with the use and occupancy of the PROJECT by TOWN; however, such documents are not intended or represented to be suitable for reuse by TOWN on other projects or for extensions of the PROJECT not otherwise contemplated by the Contract Documents. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at TOWN's sole risk and without liability or legal exposure to CONSULTANT or the CONSULTANT's independent professional associates or engineers.

6.3 Insurance

CONSULTANT shall procure and maintain, at CONSULTANT's expense, such insurance as will protect the CONSULTANT from claims under the Workmen's Compensation Act, and such comprehensive general liability insurance and automobile liability insurance as will protect 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. CONSULTANT shall be responsible for all damages, including all normally foreseeable damages, resulting from negligent errors and omissions of the CONSULTANT.

6.4 Controlling Law

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

6.5 Successors and Assigns

- 6.5.1 TOWN and CONSULTANT each is hereby bound, and the partners, successors, executors, administrators, assigns, and legal representatives of TOWN and CONSULTANT are hereby bound to the other party to this AGREEMENT and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this AGREEMENT.
- 6.5.2 Neither TOWN nor CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent professional associates and engineers as CONSULTANT may deem appropriate to assist him in the performance of services hereunder. Costs and expenses for such independent professional associate or consultant shall be absorbed by the CONSULTANT.
- 6.5.3 Nothing under this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to anyone other than TOWN and CONSULTANT, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of TOWN and CONSULTANT and not for the benefit of any other party.

6.6 Enforcement

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

6.7 Equal Opportunity Employer

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

6.8 Independent Contractor

- 6.8.1 INSPECTOR and any persons employed by CONSULTANT for the performance of Work hereunder shall be considered independent contractors and not employees or agents of the TOWN.
- 6.8.2 CONSULTANT shall have the right to employ such assistance as may be required for the performance of Work under this AGREEMENT. Said CONSULTANT shall be responsible for the compensation, insurance, and all clerical detail pertaining to such assistants, and shall be solely responsible for providing any training, tools, benefits, materials, and equipment.
- 6.8.3 THE PARTIES HERETO UNDERSTAND THAT THE CONSULTANT AND THE CONSULTANT'S EMPLOYEES AND SUBCONTRACTORS ARE NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS UNDER ANY WORKERS' COMPENSATION INSURANCE POLICY OF THE TOWN, AND THAT CONSULTANT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX AND OTHER APPLICABLE TAXES AND OTHER AMOUNTS DUE ON ANY MONEYS PURSUANT TO THIS AGREEMENT.

6.9 Indemnification

CONSULTANT agrees to indemnify and hold harmless the TOWN and its officers, employees and agents from any and all claims, losses, injuries, damages and lawsuits and expenses, including reasonable attorney's fees arising out of or resulting from the negligent acts or omissions of CONSULTANT, INSPECTOR or CONSULTANT's subcontractors and employees in the performance of the services set forth in this AGREEMENT.

6.10 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.

6.11 Neutrality

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

6.12 Conflicts of Interest

During the term of this AGREEMENT, the CONSULTANT shall not perform similar services for persons, firms, or entities which have the potential to create a conflict of interest unless this is disclosed to and approved by the TOWN in writing.

6.13 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.

6.14 Notices and Communications

All notices and communications under this AGREEMENT to be mailed or delivered to CONSULTANT shall be to the following address:

TTG Engineers
9222 Teddy Lane
Lone Tree, CO 80124

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

6.15 Compliance with Law

CONSULTANT shall comply with all applicable federal, state and local laws and regulations in the performance of its duties hereunder. CONSULTANT shall prohibit the employment of illegal aliens as provided in Exhibit B, which is attached hereto and incorporated herein by reference.

Section 7 – Extent of Agreement

This AGREEMENT (consisting of pages 1 to 13, inclusive), and the attached Exhibits A and B, constitute the entire AGREEMENT between TOWN and CONSULTANT and supersede all prior written and oral understandings. This AGREEMENT and said Exhibits may only be amended, supplemented, modified, or canceled by duly executed written instrument.

In witness whereof, the parties hereto have made and executed this AGREEMENT as of the day and year signed by the TOWN.

**TOWN OF JOHNSTOWN
(TOWN)**

By: _____

Title: _____

Date: _____

Attest: _____

**TTG ENGINEERS
(CONSULTANT)**

By: WOO _____

Title: VP _____

Date: 3/5/15 _____

Attest: T. C. C. T. _____

**EXHIBIT A
SCHEDULE OF FEES**

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

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

	HOURLY RATES
ENGINEERS	
Design Engineer	\$70 - 85
Project Engineer	80 - 90
Senior Project Engineer	90 - 110
Chief Senior Engineer	105 - 140
Principal Engineer	130 - 170
 DESIGNERS	
CAD Technician	70 - 85
Designer	75 - 85
Senior Designer	85 - 100
 GIS	
Technician	85 - 95
Senior GIS Manager	95 - 115
 ENVIRONMENTAL PLANNER	
	115 - 130
 LAND SURVEYORS	
Survey Tech	75 - 90
Chief Surveyor	95 - 125
Survey Crews	120 - 180
 CONSTRUCTION MANAGEMENT	
Technician	50 - 65
Construction Manager	65 - 85
Senior Construction Manager	85 - 110
 COORDINATORS	
Typist/Coordinator	50 - 75

REIMBURSABLE EXPENSE: Computer time purchases, outside engineers, and independent laboratory tests which CONSULTANT administrates will be charged at cost plus 10 percent. All expenses will be charged at cost plus 10 percent. Automobiles will be charged at 52 cents per mile. Copies of plans are 20 cents per square foot and mylar copies are \$1.25 per square foot.

EXHIBIT B

REQUIRED PROVISIONS FOR CONTRACT FOR SERVICES PROHIBITING EMPLOYMENT OF ILLEGAL ALIENS

CONSULTANT 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 CONSULTANT that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

CONSULTANT 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.

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

1. Notify the subcontractor and the contracting state agency or political subdivision within three days that the CONSULTANT 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 CONSULTANT 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.

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

AGENDA ITEM 9E

**PROFESSIONAL
SERVICES
AGREEMENT**

**(State Highway 60 Water Main Project)
(TTG Inc., of Denver Consulting Engineers)**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: March 16, 2015

ITEM NUMBER: 9E

SUBJECT: Consider Professional Engineering Services (Construction Phase) Agreement for State Highway 60 Water Main Project – TTG Inc. of Denver Consulting Engineers (TTG)

ACTION PROPOSED: Approve Professional Engineering Services Agreement

PRESENTED BY: Public Works Director, Town Attorney

AGENDA ITEM DESCRIPTION: A design contract for the State Highway 60, 16" Water Main Project was awarded to TTG Inc. of Denver Consulting Engineers (TTG) (formerly TST) on May 5, 2014. Construction drawings for the project prepared by TTG were completed in December. The project was bid in February, 2015 and a construction contract has been awarded. The project is ready for construction.

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

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

In general, the proposed scope of services to be provided by TTG for the State Highway 60 Water Main project will consist of construction services (please refer to attached agreement for a complete scope of services to be provided by Engineer).

Cost of engineering services for the project is \$32,520.

The Public Works Director has reviewed the TTG Proposal (attached) and discussed the work with TTG and recommends approval of the agreement.

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

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

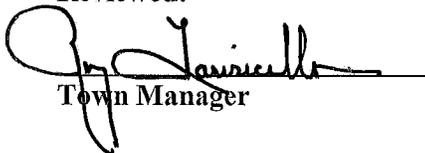
RECOMMENDED ACTION: Approve professional services agreement.

SUGGESTED MOTIONS:

For Approval: I move to approve the professional services agreement for State Highway 60 Water Main project with the firm of TTG Inc., of Denver Consulting Engineers in an amount not to exceed \$32,520 and authorize the Mayor to sign the agreement.

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

Reviewed:


Town Manager

AGREEMENT

AGREEMENT
for
PROFESSIONAL ENGINEERING SERVICES
for
TOWN OF JOHNSTOWN
STATE HIGHWAY 60 16" WATER MAIN PROJECT
AND
CONSTRUCTION INSPECTION, CONSTRUCTION ADMINISTRATION
Johnstown, Colorado

This is an AGREEMENT made between the TOWN OF JOHNSTOWN, a Colorado Home Rule Town (TOWN) and TTG ENGINEERS (ENGINEER), a California corporation, authorized to do business in Colorado.

Whereas, the TOWN desires to have certain engineering and inspection services performed by ENGINEER relative to the construction of the State Highway 16" Water Main in Johnstown, Colorado (PROJECT). Drawing and specifications for the PROJECT were prepared by ENGINEER and have been reviewed and accepted by CDOT and the TOWN. On March 2, 2015, the Town entered into a contract with Dietzler Construction Corp. (CONTRACTOR) for construction of the PROJECT. Such contract and all attachments thereto are collectively referred to herein as the "Contract Documents." Unless otherwise defined herein, capitalized terms in this AGREEMENT shall be ascribed the meaning contained in the Contract Documents.

Whereas, the ENGINEER is duly accredited and this AGREEMENT provides for said professional engineering services.

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

Section 1 – Basic Services

For the purposes of this AGREEMENT, the Basic Services shall include periodic construction inspection and certain contract administration tasks associated with the PROJECT. Specific tasks to be performed shall be:

1.1 Periodic Construction Inspection

The ENGINEER shall provide the services of a resident project representative (and assistants as agreed) at the site to perform periodic inspection of work, general construction observation at the construction of the PROJECT, contract administration and other work performed in association with the contract for the PROJECT. The periodic inspection is expected to range from 10 to 20 hours per week as required by the construction activity. The acting resident project representative shall be ENGINEER's employee, Tim Farner, or other qualified employees of the ENGINEER (INSPECTOR). The ENGINEER and the TOWN shall meet monthly to confirm that the periodic inspection activities are meeting the TOWN's expectations and requirements.

1.1.1 ENGINEER shall furnish INSPECTOR to observe the performance of the Work of the CONTRACTOR.

A. The INSPECTOR is ENGINEER's employee and will act as directed by and under the supervision of ENGINEER, and he will confer with ENGINEER and TOWN regarding his actions. His dealings in matters pertaining to the on-site Work will in general be with ENGINEER and CONTRACTOR keeping the TOWN advised as necessary. His dealings with Subcontractors will only be through or with the full knowledge and approval of CONTRACTOR. He shall communicate with the TOWN as required with the knowledge of and under direction of ENGINEER.

B. Duties and Responsibilities: INSPECTOR shall:

1. Schedules:

Review the progress schedule, schedule of Shop Drawing submittals, schedule of values and other schedules prepared by CONTRACTOR and consult with ENGINEER and TOWN concerning acceptability. INSPECTOR shall make recommendations to TOWN regularly and upon request.

2. Conferences and meetings:

Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings and other job conferences and other PROJECT related meetings. In addition, INSPECTOR shall attend any and all meetings when the TOWN requests INSPECTOR's attendance.

3. Liaison:

a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent to assist him in understanding the intent of the Contract Documents. Assist ENGINEER in serving as TOWN's liaison with CONTRACTOR when CONTRACTOR's operations affect TOWN's on-site operations.

- b. Assist in obtaining from TOWN additional details or information, when required for proper execution of the Work.
4. Shop Drawings and Samples:
- a. Record date of receipt of Shop Drawings and samples.
 - b. Receive samples which are furnished at the site by CONTRACTOR for ENGINEER's review, and notify ENGINEER of their availability for examination.
 - c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample submission if the submission has not been approved by ENGINEER.
 - d. Shop Drawings: ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings, samples and other data which CONTRACTOR is required to submit, but only for conformance with the design concept of the PROJECT and compliance with information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
5. Review of Work, Rejection of Defective Work, Inspections and Tests:
- a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining that the Work is proceeding in accordance with the Contract Documents.
 - b. Report to ENGINEER and TOWN whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspections, tests or approvals required to be made; and advise ENGINEER when he believes Work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of the appropriate personnel, and the CONTRACTOR maintains adequate records thereof; observe, record and report to ENGINEER appropriate details relative to the test procedures and start-ups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the PROJECT, record the results or such inspections and report to ENGINEER.

6. Interpretation of Contract Documents:

Report to ENGINEER and TOWN when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarification and interpretations of the Contract Documents as determined by ENGINEER, after consultation with the TOWN.

7. Modifications:

Consider and evaluate CONTRACTOR's suggestions for modifications of Drawings or Specifications and report CONTRACTOR's recommendations to ENGINEER and TOWN. Transmit to CONTRACTOR decisions issued by ENGINEER, after consultation with the TOWN.

8. Records:

- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions or original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the AGREEMENT, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports and other PROJECT related documents.
- b. Keep a diary, daily report form, or log book, recording hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures; send copies to ENGINEER.
- c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of equipment and materials.
- d. Provide complete copies of all records to TOWN at completion of PROJECT and furnish individual records to TOWN upon request by TOWN or as needed.

9. Reports:

- a. Furnish to ENGINEER and TOWN periodic reports, as required of the progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawings and sample submittals.

- b. Consult with ENGINEER and TOWN in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER and TOWN Change Orders, Work Directive Changes, and Field Orders.
- d. Report immediately to ENGINEER and TOWN upon the occurrence of any accident.

10. Payment Requests:

- a. Review applications for payment with CONTRACTOR and TOWN for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment request to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
- b. ENGINEER will process pay applications with cut-off date for each month falling on the last Friday of every month. ENGINEER will prepare pay applications and present recommendation to TOWN in a timely manner.
- c. ENGINEER will prepare change orders and submit to TOWN with recommendations regarding payment.
- d. ENGINEER will not be responsible for delivery of payment from TOWN to CONTRACTOR.

11. Completion:

- a. Before ENGINEER issues a Certificate of Substantial Completion, meet with TOWN, and then submit to CONTRACTOR a list of observed items requiring correction or completion.
- b. Conduct final inspection in the company of ENGINEER, TOWN and CONTRACTOR and prepare a final list of items to be corrected or completed.
- c. Observe that all items on final list have been corrected or completed and make recommendations to ENGINEER and TOWN concerning acceptance.

C. Limitation of Authority: INSPECTOR shall not:

1. Authorize any deviations from the Contract Documents or accept any substitute materials or equipment, unless authorized by ENGINEER and approved by TOWN.
2. Exceed limitations of ENGINEER's authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of CONTRACTOR, Subcontractors, or CONTRACTOR's superintendent.
4. Advise on, or issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures for construction unless such is specifically called for in the Contract Documents.
5. Advise on or issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
7. Authorize TOWN to occupy the Work in whole or in part.
8. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

1.1.2 The INSPECTOR shall provide periodic inspections of adequate detail to determine that the Work generally complies with the construction plans, standards and criteria, and general construction practices and standards. The INSPECTOR shall work with the Contract Documents and TOWN's geotechnical engineers to ensure that all necessary tests are performed and properly reported (foundation and trench backfill and compaction, preparation/proof rolls, concrete forms/reinforcement/ placement and strength testing, welding, etc.).

1.1.3 ENGINEER shall ensure that INSPECTOR's duties and responsibilities, as set forth herein, are satisfied and shall be obligated under this AGREEMENT for performance of the same. ENGINEER shall be liable under this AGREEMENT for the acts and omissions of INSPECTOR.

1.2 Construction Administration

1.2.1 ENGINEER shall provide certain services related to management and administration of the PROJECT including:

- A. Facilitation and coordination of a pre-construction conference.
- B. Facilitation and coordination of weekly meetings.
- C. Review shop drawing submittals and provide recommendations and/or approvals.

1. Forward shop drawing to applicable design associates for their review and return.
 2. Return copies of all approved shop drawings to the INSPECTOR for distribution to the CONTRACTOR and for INSPECTOR's use.
- D. Process payment applications, substantial completion, final acceptance, change orders, etc.
- E. Coordination with TOWN's other engineers and suppliers for services to be provided in conjunction with work related to the PROJECT.

Section 2 – Additional Services

The parties recognize that services not contemplated in Section 1 may be required. If such work is to be performed as typical duties, as determined by the TOWN and the ENGINEER, an amendment to this AGREEMENT shall be prepared and presented to the TOWN prior to initiation of said work. Descriptions of additional services, compensation, and period-of-services adjustments shall be presented in the amendment, prior to starting any additional services.

Specific services not included in this AGREEMENT include, but are not limited to:

- 2.1 Enforcement of County, State or Federal regulations pertaining to construction site safety, pollution, hazard mitigation, endangered or threatened species, wetlands mitigation, etc.
- 2.2 Participating in CONTRACTOR safety meetings or enforcement of CONTRACTOR safety practices or policies.
- 2.3 Accepting delivery of TOWN-furnished materials or any other duty or responsibility of the CONTRACTOR or sub-contractors.
- 2.4 Negotiation of property or authorization to construct beyond the construction limits of the PROJECT.
- 2.5 Geotechnical testing or inspection, excepting services provided under Section 1.1.2.

Section 3 – Period of Service

The Period of Service for this work shall commence upon the signing of this AGREEMENT by the TOWN and shall extend for the length of the construction period defined by the approved CONTRACTOR's construction schedule submitted at the preconstruction meeting and continue until the TOWN's final acceptance of the PROJECT.

Section 4 – Compensation

4.1 Methods of Payment for Services and Expenses of Engineer

4.1.1 Services provided under this AGREEMENT for services defined under Section 1 and for the time period defined by Section 3 will be based on hourly rates plus expenses according to the ENGINEER's Schedule of Fees, estimated at, but not to exceed, \$32,520.00 without prior TOWN authorization. The Schedule of Fees is attached hereto and incorporated herein by reference as Exhibit A.

4.2 Times of Payments

The ENGINEER shall submit monthly invoices for work actually completed and costs incurred at the time of billing.

4.3 Other Provisions Concerning Payments

4.3.1 If TOWN fails to make any payment due ENGINEER for services and expenses within forty five days after receipt of ENGINEER's invoice, the amounts due ENGINEER will be increased at the rate of 1.0% per month from said forty fifth day, and in addition, ENGINEER may, after giving seven days written notice to TOWN, suspend services under this AGREEMENT until ENGINEER has been paid in full all amounts due for services, expenses, and charges.

4.3.2 In the event of termination by TOWN under paragraph 6.1.2 upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by TOWN during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the basis of ENGINEER's hourly rates based on the Schedule of Fees for services rendered during that phase to date of termination by ENGINEER's principals and employees engaged directly in work on the PROJECT. In the event of any such termination, ENGINEER also will be reimbursed for all unpaid Additional Services and unpaid Reimbursable Expenses.

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

Section 5 – TOWN's Responsibilities

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

5.1 Designate in writing a person to act as TOWN's representative with respect to the services to be rendered under the AGREEMENT. Such person shall have complete authority to transmit instructions, receive information, interpret and define TOWN's policies and decisions with respect to ENGINEER's services for the PROJECT. The TOWN hereby designates Tom Hellen, the TOWN's Public Works Director.

5.2 Provide all criteria and full information as to TOWN's requirements for the PROJECT, including design objectives and constraints, space capacity and performance requirements, flexibility and expendability, and any budgetary limitations, as well as

furnish copies of all design and construction standards which TOWN will require to be included in the Drawings and Specifications.

- 5.3 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.
- 5.4 The TOWN shall be responsible for negotiating and acquiring all required properties and/or easements necessary for the completion of all components of the PROJECT.
- 5.5 The TOWN shall be responsible for the coordination of professional services between ENGINEER and the TOWN's other professionals of record.
- 5.6 The TOWN shall retain the services of a testing laboratory to perform quality control testing for soil compaction and concrete strength.

Section 6 – General Considerations

6.1 Termination

- 6.1.1 Termination for cause: If either party fails to perform its obligations under this AGREEMENT, the non-defaulting party shall provide the defaulting party with written notice of the default and a seven-day opportunity to cure, which period may be extended by mutual agreement of the parties. If the default is not timely cured, the non-defaulting party may terminate this AGREEMENT by providing fifteen days written notice to the defaulting party. Such notice may be provided by hand-delivery, an overnight courier or by certified mail, return receipt requested (receipt will be presumed three days after depositing such notice in the U.S. mail).
- 6.1.2 Termination for convenience: TOWN shall, at its sole option and discretion, have the right to terminate this AGREEMENT for any reason whatsoever by providing ENGINEER with a written notice to terminate to be effective five (5) days after notifying ENGINEER by hand-delivery, an overnight courier or by certified mail, return receipt requested (receipt will be presumed three days after depositing such notice in the U.S. mail).

6.2 Reuse of Documents

All documents including Drawings and Specification prepared or furnished by ENGINEER (and ENGINEER's independent professional associates and engineers) pursuant to this AGREEMENT are instruments of service in respect of the PROJECT. TOWN shall make arrangements with ENGINEER regarding the retainage of copies for information and reference in connection with the use and occupancy of the PROJECT by TOWN; however, such documents are not intended or represented to be suitable for reuse by TOWN on other projects or for extensions of the PROJECT not otherwise contemplated by the Contract Documents. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at TOWN's sole risk and without liability or legal exposure to ENGINEER or the ENGINEER's independent professional associates or engineers.

6.3 Insurance

ENGINEER shall procure and maintain, at ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workmen's Compensation Act, and such comprehensive general liability insurance and automobile liability insurance as will protect ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER, or by the ENGINEER's employees, of the ENGINEER'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. ENGINEER shall provide a Certificate of Insurance in accordance with the above requirements upon execution of this contract. ENGINEER shall be responsible for all damages, including all normally foreseeable damages, resulting from negligent errors and omissions of the ENGINEER.

6.4 Controlling Law

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

6.5 Successors and Assigns

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

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

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

6.6 Enforcement

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

6.7 Equal Opportunity Employer

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

6.8 Independent Contractor

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

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

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

6.9 Indemnification

ENGINEER 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 ENGINEER, INSPECTOR or ENGINEER's subcontractors and employees in the performance of the services set forth in this AGREEMENT.

6.10 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.

6.11 Neutrality

The ENGINEER 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.

6.12 Conflicts of Interest

During the term of this AGREEMENT, the ENGINEER 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.

6.13 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.

6.14 Notices and Communications

All notices and communications under this AGREEMENT to be mailed or delivered to ENGINEER shall be to the following address:

TTG Engineers
9222 Teddy Lane
Lone Tree, CO 80124

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

6.15 Compliance with Law

ENGINEER shall comply with all applicable federal, state and local laws and regulations in the performance of its duties hereunder. ENGINEER shall prohibit the employment of illegal aliens as provided in Exhibit B, which is attached hereto and incorporated herein by reference.

Section 7 – Extent of Agreement

This AGREEMENT (consisting of pages 1 to 13, inclusive), and the attached Exhibits A and B, constitute the entire AGREEMENT between TOWN and ENGINEER and supersede all prior written and oral understandings. This AGREEMENT and said Exhibits may only be amended, supplemented, modified, or canceled by duly executed written instrument.

In witness whereof, the parties hereto have made and executed this AGREEMENT as of the day and year signed by the TOWN.

TOWN OF JOHNSTOWN
(TOWN)

By: _____

Title: _____

Date: _____

Attest: _____

TTG ENGINEERS
(ENGINEER)

By: 

Title: Exec. Vice-President

Date: 3-4-15

Attest: 

**EXHIBIT A
SCHEDULE OF FEES**

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

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

	HOURLY RATES
ENGINEERS	
Design Engineer	\$70 - 85
Project Engineer	80 - 90
Senior Project Engineer	90 - 110
Chief Senior Engineer	105 - 140
Principal Engineer	130 - 170
DESIGNERS	
CAD Technician	70 - 85
Designer	75 - 85
Senior Designer	85 - 100
GIS	
Technician	85 - 95
Senior GIS Manager	95 - 115
ENVIRONMENTAL PLANNER	115 - 130
LAND SURVEYORS	
Survey Tech	75 - 90
Chief Surveyor	95 - 125
Survey Crews	120 - 180
CONSTRUCTION MANAGEMENT	
Technician	50 - 65
Construction Manager	65 - 85
Senior Construction Manager	85 - 110
COORDINATORS	
Typist/Coordinator	50 - 75

REIMBURSABLE EXPENSE: Computer time purchases, outside ENGINEERS, and independent laboratory tests which ENGINEER administers will be charged at cost plus 10 percent. All expenses will be charged at cost plus 10 percent. Automobiles will be charged at 52 cents per mile. Copies of plans are 20 cents per square foot and mylar copies are \$1.25 per square foot.

EXHIBIT B

REQUIRED PROVISIONS FOR CONTRACT FOR SERVICES PROHIBITING EMPLOYMENT OF ILLEGAL ALIENS

ENGINEER 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 ENGINEER that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

ENGINEER 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.

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

1. Notify the subcontractor and the contracting state agency or political subdivision within three days that the ENGINEER 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 ENGINEER 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.

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

AGENDA ITEM 9F

PROFESSIONAL

SERVICES

AGREEMENT

**(Implementation of Strategic Citizen
Communications Master Plan)**

(Bigner & Katsimpalis Marketing Group)

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: March 16, 2015

ITEM NUMBER: 9F

SUBJECT: Consider Professional Services Agreement with Bigner and Katsimpalis Marketing Group for Implementation of the Town's Strategic Citizen Communications Master Plan

ACTION PROPOSED: Approve Professional Services Agreement

PRESENTED BY: Town Manager, Town Attorney

AGENDA ITEM DESCRIPTION: The development of a Strategic Citizen Communications Master Plan (Plan) was one of Council's 2014 Action Items.

On July 21, 2014 Council approved a professional services agreement with the firm of Bigner and Katsimpalis Marketing Group for professional services to develop the Plan. During the year representatives from the firm met with town staff on several occasions and with Town Council to obtain input for the Plan. The Plan was completed and presented to Council at a work session on November 3, 2014.

During the Town's 2015 budgetary cycle, discussion was held and funds allocated for services in support of implementation of the Plan. A proposal from the firm was submitted to the Town on February 23, 2015 (refer to attachment).

In general, the proposal provides for the following scope of services:

- Establishment of a programmatic approach to citizen engagement activities for Town Council and Administration.
- Implementation of communication practices that bring Johnstown to a comparable status with peer communities and track with "stretch" communities as described in the Plan benchmark research.
- Development of digital/online communication practices and products that reduce waste, cost and staff hours.
- Development of communications policy including social media.
- Conducting web-based citizen research that establishes baseline metrics for future communication programming and activities.
- Training and support for staff in Plan implementation.
- Support for Town Council in Plan implementation as needed.
- Creation of a planning calendar for weekly/monthly/annual communications and scheduling.
- Implementation of specific activities to complete Plan strategies.
- Development of a custom audit program for evaluating current citizen-facing services and Plan implementation that can be used for annual reporting and planning.
- Enhancement of existing customer service billing program to support additional payment options for Johnstown citizens who do business with the Town.

Please refer to attached proposal for a complete scope of services.

According to the proposal, the firm will provide 125 hours of consulting services throughout 2015 at a cost of **\$18,500.**

*Representatives from Bigner and Katsimpalis will be in attendance to answer questions, if any.

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

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

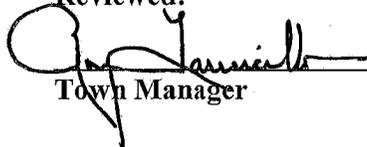
RECOMMENDED ACTION: Approve professional services agreement

SUGGESTED MOTIONS:

For Approval: I move to approve the professional services agreement with Bigner and Katsimpalis Marketing Group for implementation of the Town's Strategic Citizen Communications Master Plan in an amount not to exceed \$18,500 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 _____, 2015, by and between THE TOWN OF JOHNSTOWN, COLORADO, hereinafter referred to as "Town," and BIGNER- KATSIMPALIS MARKETING GROUP LLC, hereinafter referred to as "Consultant."

WHEREAS, the Town needs marketing and public relations support services to implement the Strategic Citizen Communications 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:

The Consultant will provide marketing and public relations support services, more specifically defined as follows:

1. **Scope of Services.** Consultant shall perform professional services as outlined in the proposal dated February 23, 2015, and attached as Exhibit A.
2. **Term of Agreement.**
 - A. Consultant will proceed with the performance of the services under the proposal dated February 23, 2015 and attached as Exhibit A, and shall comply with the requirements of Exhibit B.
 - B. In providing these services, Consultant will work directly with the Town Manager and under his direction.
3. **Compensation.** The Town agrees to pay Consultant the fee as outlined on the attached Exhibit A, an amount not to exceed \$18,500.00. Payment for services will be provided to Consultant within thirty (30) days of Consultant's providing a detailed statement to the Town.
4. **General Terms.**
 - A. Consultant agrees to indemnify and hold harmless the Town and its officers, employees and agents from any and all claims, losses, injuries, damages and lawsuits and expenses, including reasonable attorney's fees arising out of or resulting from the negligent acts or omissions of Consultant or its subcontractor in the performance of services as set forth in this Agreement.
 - B. **Modifications.** This Agreement may not be modified, amended, or otherwise altered unless mutually agreed upon in writing by the parties hereto.

- C. **Independent Contractor.** Consultant and its employees and agents shall be considered for all purposes of this Agreement to be independent contractors and not employees or agents of the Town, and therefore, benefits such as medical, workers compensation, etc., shall not be available to Consultant.
- D. **Non-Appropriation of Funds.** Pursuant to Section 29-1-110, C.R.S., as amended, financial obligations of the Town payable as set forth herein, after the current fiscal year, are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. This Agreement shall be terminated effective January 1 of the first fiscal year for which funds are not appropriated.
- E. **Neutrality.** The Consultant assures that it will establish safeguards to prohibit its employees, agents, or servants from using this agreement for any purpose which causes or lends itself to create an appearance of impropriety. Said employees, agents, or servants shall not seek any personal benefits of private gain for themselves, their families, or others.
- No member of Town government, whether individual officers or employees, shall be admitted to any personal share, or afforded any pecuniary gain, remuneration, or part of this Agreement or any benefit that may arise therefrom.
- F. **Conflicts of Interest.** During the term of this Agreement, the Consultant shall not perform similar services for persons, firms, or entities which have the potential to create a conflict of interest unless this is disclosed to and approved by the Town in writing.
- G. **Governing Law.** Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado and Municipal Code of the Town of Johnstown.
- H. **Severability.** Should any provision of this Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, it is the intent of the parties hereto that the remaining provisions of this Agreement shall be of full force and effect, unless such determination is so material as to render the main purpose of this Agreement unworkable.
- I. **Transfer and Assignment.** The Consultant shall not assign or transfer its interest in this Agreement without the written consent of the Town. Any unauthorized assignment or transfer shall render this Agreement null, void, and of no effect as to the Town.

5. **Insurance**

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

B. The Consultant shall be responsible for all damages, including all normally foreseeable damages, resulting from negligent errors and omissions of the Consultant.

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

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

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

Bigner-Katsimpalis Marketing Group LLC
Attn: Patty Bigner and Melissa Katsimpalis
737 S. Lemay Avenue, B-4 #356
Fort Collins, CO 80524

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



EXHIBIT A

M A R K E T I N G G R O U P

To: Roy Lauricello, Town Manager
Town of Johnstown

From: Patty Bigner
Melissa Katsimpalis
Bigner-Katsimpalis Marketing Group LLC

Date: February 23, 2015

Re: Scope of Consulting Services, Citizen Communication Plan Implementation

Bigner-Katsimpalis Marketing Group proposes support for full implementation of the Strategic Citizen Communications Master Plan (Plan). We believe that we can provide 125 hours of consulting throughout 2015 to complete the activities that will serve as the foundation for the Plan's succeeding years.

As discussed in our workshops and meetings, these activities will be designed and implemented to reflect the values and character of the Town of Johnstown resulting in increased alignment with the *Imagine Johnstown* vision.

By the end of 2015, Bigner-Katsimpalis Marketing Group will assist Staff and Town Council in the following:

1. Establishing a programmatic approach to citizen engagement activities for Town Council and Administration:
 - Expand opportunities for Town Council and Citizens to engage through existing activities such as Council meetings, town organizations, and special events such as the annual barbeque
 - Develop a portable display that can be changed to spotlight Town projects for use at Town Hall and throughout the town (Library, etc)
 - Create a relationship management approach that customizes communications to specific citizen groups such as Home Owner Associations (HOAs), local agencies, civic organizations and the faith community
2. Implementing communication practices that bring Johnstown to a comparable status with peer-communities and track with "stretch" communities as described in the Plan benchmark research:
 - Develop communication specialist role and hire employee mid-2015
 - Integrate social media into communication program
 - Increase frequency of newsletter communications
 - Improve citizen feedback tools (web, citizen research)
3. Development of digital/online communication practices and products that reduce waste, cost and staff hours:
 - Integrate and expand existing communications platform with digital and less costly tools (website, online newsletter, Parlant, Facebook, Twitter, etc)
 - Clearly define the role/purpose of each of the communication tools and methods and expand citizen participation
 - Develop metrics for evaluating their usefulness by staff and citizens

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- Utilize customer billing system for customer communications (bill presentment and payment, etc)
4. Development of communications policy:
 - social media
 - media relations
 - issue management protocols that expanding emergency/crisis plans
 5. Establishing and conducting web-based citizen research that establishes baseline metrics for future communication programming and activities:
 - Improved citizen knowledge of Town activities and projects
 - Inclusive communications that reach the demographic profile of Johnstown citizens and reflect citizen preferences
 6. Training and support for staff in Plan implementation:
 - Customer service
 - Media relations
 - Communication specialist
 7. Support for Town Council in Plan implementation as needed.
 8. Creating a planning calendar for weekly/monthly/annual communications and scheduling.
 9. Specific activities to complete Plan strategies:
 - Re-work of the *LowDown* newsletter to improve readability and citizen satisfaction
 - Copy writing as needed; technical editing as needed for citizen communications
 - Development of various sample tools, formats, etc for ongoing use (media release, graphic standards, etc)
 - Tracking tools for budget and evaluation of activity outcomes that provide the means for continuous improvement
 10. Customizing an audit program for evaluating current citizen-facing services and Plan implementation that can be used for annual reporting and planning.
 11. Enhancing the existing customer service billing program to support additional payment options for Johnstown citizens who do business with the Town (utility customers, etc.) Activities may include research, development of customer service requirements for online bill presentment and design of program components and promotion.

Our current hourly rate is \$195/hour. We propose to complete the Plan activities at a reduced cost of \$18,500 for 125 hours of consulting services provided throughout 2015. This cost reflects the efficiency of building upon current planning work and our positive working relationship established in 2014. We will be diligent in managing both time and resources to bring the best value to the Town of Johnstown. When possible, we will coordinate with lower cost services.

This proposal is for consulting services only.

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.

