

TOWN COUNCIL
MEETING
PACKET

November 19, 2018



Town Council

Agenda

Monday, November 19, 2018
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 Minutes – November 5, 2018
 - B) Payment of Bills
 - C) October Financial Statements
 - D) Water Agreement Between Town of Johnstown and Keto Colorado Enterprises, LLC
 - E) Water and Sewer Service Agreement for Brakes Plus at 2534
 - F) Agreement between Town of Johnstown and Johnstown Milliken Chamber of Commerce
 - 7) **TOWN MANAGER REPORT**
 - 8) **TOWN ATTORNEY REPORT**
 - 9) **OLD BUSINESS**
 - 10) **NEW BUSINESS**
 - A) **Public Hearing** – Presentation of 2019 Proposed Budget
 - B) **Public Hearing (First Reading)** Ordinance 2018-154, Amending Section 17-230 of the Johnstown Municipal Code to Add Subsection (b) Imposing Impact Fees on Behalf of the Front Range Fire Rescue Fire Protection District
 - C) Consider Approval of Amendment No. 2 to Agreement Between the Town of Johnstown and Adolfson & Peterson Construction – Johnstown Community Recreation Center Construction Project
 - D) Consider: (1) Resolution Adopting Freedom Parkway Access Control Plan and (2) Intergovernmental Agreement Regarding Freedom Parkway Access Control Plan
 - 11) **COUNCIL REPORTS AND COMMENTS**
 - 12) **MAYOR'S COMMENTS**
 - 13) **ADJOURN**
-



NOTICE OF ACCOMODATION

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

AGENDA ITEM 6A-F

CONSENT

AGENDA

- **Council Minutes – November 5, 2018**
 - **Payment of Bills**
 - **October Financial Statements**
- **Water Agreement – Keto Colorado Ent. LLC**
 - **Water and Sewer Service Agreement**
 - **Brakes Plus at 2534**
- **Johnstown Milliken Chamber of Commerce Agreement**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: November 19, 2018

ITEM NUMBER: 6A-F

SUBJECT: Consent Agenda

ACTION PROPOSED: Approve Consent Agenda

PRESENTED BY: Town Clerk

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

- A) Town Council Meeting Minutes – November 5, 2018
- B) Payment of Bills
- C) October Financial Statements
- D) *Water Agreement Between Town of Johnstown and Keto Colorado Enterprises, LLC
- E) **Water and Sewer Service Agreement for Brakes Plus at 2534
- F) ***Town of Johnstown and Johnstown Milliken Chamber of Commerce Agreement

*When Keto Colorado Enterprises (“Keto”) annexed property into the Town of Johnstown (“Town”), Keto entered into an Annexation Agreement, committing to dedicate all water rights appurtenant to the property at the time of development. The attached Water Agreement between the Town and Keto permits Keto to exchange up to 120 units of Colorado Big Thompson Project (“CBT”) water that is appurtenant to the property for shares of the Consolidated Home Supply & Ditch Reservoir Company (“Home Supply”). Keto would be permitted to exchange up to 22.5 CBT units for each adjudicated Home Supply share and up to 18 CBT units for each un-adjudicated share. Keto would then be required to dedicate the Home Supply shares to the Town at the time of development. The remaining provisions of the Annexation Agreement remain in full force and effect. The Town Water Engineer provided the calculation for the water exchange and the Town Attorney drafted the Water Agreement.

**In compliance with the Town’s water rights dedication ordinance, BPCO Properties, LLC submitted to the Town a Water and Sewer Demand Analysis on or about June 4, 2018, 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 a Brakes Plus store, the average in-building water demand is calculated to be 0.10±acre-feet per year. The landscaping (raw water) irrigation demand is calculated to be 0.56±acre-feet per year.

The total water requirement for this project is 0.66± acre-feet per year. Water credits for the in-building demand and the irrigation will come from Gerrard Family Limited Partnership LLLP and Thompson Ranch Development Company who previously dedicated water rights into a “water bank” under a prior agreement with the Town. The Water and Sewer Service Agreement was drafted by the Town’s Water Attorney, Peter Ampe.

***At the October 15, 2018 Council Meeting, goals and objectives for 2019 and beyond were discussed by the Council. One of the topics highlighted was economic development and the desire for a more cohesive partnership with the Johnstown – Milliken Chamber of Commerce. Accordingly, an agreement has been drafted with cooperation from the Chamber that has included their review and feedback. This version attached was provided to the Council in an informational format to receive any feedback or desired changes at the November 5, 2018 Council Meeting. The Council requested it be placed on the next agenda for consideration. No changes have been made since the initial release of the document, which has been reviewed also by the Town Attorney. Staff believes the strategic plan of the Chamber and objectives of the Council have synergy and parallels that help both entities be successful and also can eliminate duplicative services.

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, November 5, 2018 at 7:00 p.m. in the Council Chambers at 450 S. Parish Avenue, Johnstown.

Mayor James led the Pledge of Allegiance.

Roll Call

Those present were: Councilmembers Lebsack, Lemasters, Mellon and Young

Those absenter were: Councilmembers Molinar Jr. and Tallent

Also present: Matt LeCerf, Interim Town Manager, Avi Rocklin, Town Attorney, Brian Phillips, Chief of Police, John Franklin, Town Planner and Diana Seele, Town Clerk/Treasurer

Agenda Approval

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

Consent Agenda

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

- October 15, 2018 Town Council Meeting Minutes
- Resolution No. 2018-16, A Resolution Appropriating Additional Sums of Money to Defray Expenses and Transfers in Excess of Amounts Budgeted for the Town of Johnstown, Colorado
- Utility and Emergency Access Easements – Carrier West
- Water and Sewer Service Agreement Johnstown Heights, Amended Filing No. 3

Motion carried with a unanimous vote.

New Business

A. Public Hearing – First Reading – Ordinance 2018-154, An Ordinance Amending Chapter 8 of the Johnstown Municipal Code to Include Article VI Concerning the Operation of Golf Cars –

Mayor James opened the Public Hearing at 7:09 p.m. Councilmember Mellon made a motion seconded by Councilmember Lemasters to table the Public Hearing to March 4, 2019, to allow staff to research additional information concerning inspection of the vehicles. Motion carried with a unanimous vote.

B. Agreement with Ground Engineering – Material Testing and Special Inspection Services – Johnstown Community Recreation Center – A Request for Proposals (RFP) for material testing and special inspection services for the Johnstown Community Recreation Project was solicited by Mr. Beau LaCouture (Owners Representative) through 3 firms. Two companies responded to the RFP, based upon the proposals, recommendation is to award Ground Engineering Consultant,

Inc. the contact to Ground Engineering Inc. for a price of \$77,540. Councilmember Lemasters made a motion seconded by Councilmember Young to select the firm of Ground Engineering Consultants, Inc. for materials testing and special inspection services to the Johnstown Community Recreation Center Project and authorize the Mayor to execute the agreement. Motion carried with a unanimous vote.

There being no further business to come before the Council the meeting adjourned at 7:25 p.m.

Mayor

Town Clerk/Treasurer

**PAYMENT
OF
BILLS**

BILLS SUBMITTED FOR PAYMENT- NOVEMBER 2018		
A & E TIRE INC.		\$ 1,219.80
ACE HARDWARE		\$ 684.58
ACE OF BLADES		\$ 649.00
ALL COPY PRODUCTS		\$ 796.27
ARAPAHOE RENTAL		\$ 121.37
ARROWHEAD FORENSICS		\$ 109.60
BRANDON COPELAND		\$ 530.68
CASELLE INC		\$ 1,029.00
CDR PROPANE SERVICES, LLC		\$ 962.00
CENTRAL WELD COUNTY WATER DISTRICT		\$ 586.00
CENTURY LINK		\$ 335.07
CH DIAGNOSTICS & CONSULTING SERVICES INC.		\$ 420.00
CHEMATOX LABORTORY INC.		\$ 1,022.00
CINTAS		\$ 548.61
CINTAS - LOVELAND		\$ 247.08
COLORADO ANALYTICAL		\$ 1,195.12
COLORADO ASSOCIATION OF CHIEFS OF POLICE		\$ 450.00
COREN PRINTING INC.		\$ 469.00
DBC IRRIGATION		\$ 135.78
DPC INDUSTRIES (CHEMICALS)		\$ 28,209.30
ENVIROTECH SERVICES, INC.		\$ 2,829.40
ERGOMED		\$ 200.00
EXPRESS TOLL		\$ 54.00
FACILITY MAINTENANCE BY DESIGN		\$ 6,021.52
FARIS MACHINERY CO		\$ 789.00
FERGUSON WATERWORKS		\$ 107.96
FIRST CLASS SECURITY SYSTEMS LLC		\$ 78.90
FIRST NATIONAL BANK		\$ 365.71
FORT COLLINS DODGE CHRYSLER JEEP		\$ 566.00
FRONTIER FERTILIZER		\$ 64.01
GALLS		\$ 22.94
GRAINGER		\$ 83.39
GREYSTONE TECHNOLOGY		\$ 1,200.00
HACH COMPANY		\$ 767.90
HAYS MARKET		\$ 278.85
HELTON & WILLIAMSEN, P.C.		\$ 1,586.25
HILL & ROBBINS		\$ 1,341.29
HUMAN FACTOR RESEARCH GROUP, INC.		\$ 329.84
INERTIA AUTOMATION INC.		\$ 11,056.30
J&S CONTRACTORS SUPPLY		\$ 1,132.75
JOHNSTOWN CLOTHING & EMBROIDERY		\$ 176.89
KENYON P. JORDAN, PHD		\$ 490.00
KORF CONTINENTAL		\$ 76,589.00
LAW OFFICE OF AVI ROCKLIN		\$ 8,773.10
LAZAR, MICHAEL A.		\$ 1,500.00
LIFE STORIES CHILD & FAMILY ADVOCACY		\$ 156.00
LOVELAND BARRICADE LLC		\$ 278.46
LOVELAND BEAR ALIGNMENT, INC.		\$ 85.00
LOWES		\$ 99.58
MARES AUTO		\$ 92.00
MARIPOSA PLANTS		\$ 85.00
MCDONALD FARMS		\$ 8,640.00
MILLIKEN JOHNSTOWN ELECTRIC		\$ 97.50
MIRACLE RECREATION EQUIPMENT		\$ 1,321.11
MISSION COMMUNITIONS, LLC		\$ 1,042.20

NAPA AUTO PARTS	\$	643.40
NEWCO INC.	\$	53.72
NOCO ENGINEERING COMPANY	\$	6,850.70
NORTHERN SAFETY CO INC.	\$	334.99
OFFICE DEPOT	\$	195.28
POUDRE VALLEY REA	\$	9,155.57
PRIME SOLUTION	\$	34,852.50
PROFORCE LAW ENFORCEMENT	\$	5,959.25
QUILL	\$	65.38
RAYMOND E. DERR, P.C.	\$	575.00
REEDESIGN CONCEPTS	\$	190.00
REVENUE RECOVERY GROUP, INC.	\$	425.00
RHINEHART OIL	\$	10,382.21
ROCK SOFT CHENILLE & EMBROIDERY, INC.	\$	150.00
ROYAL-T ROOTER SERVICE INC.	\$	1,751.00
SOUTHWEST DIRECT	\$	2,631.06
SUPPLY WORKS	\$	1,289.50
TDS	\$	708.89
THE REPORTER HERALD	\$	139.38
THE TREE GUYS LLC	\$	1,600.00
TRUGREEN CHEMLAWN	\$	3,295.00
UNITED POWER	\$	749.10
UNIVERSITY OF COLORADO / MEDICAL CENTER OF THE ROCKIES	\$	442.11
USA BLUEBOOK	\$	185.89
UTILITY NOTIFICATION CENTER	\$	656.85
VERIZON WIRELESS	\$	2,113.48
WAGNER EQUIPMENT CO.	\$	108.81
WASTE MANAGEMENT	\$	56,393.84
WELD COUNTY DEPARTMENT OF HEALTH & ENVIRONMENT	\$	7,478.00
WINDSTREAM	\$	1,754.88
WINTERS, HELLERICH & HUGHES	\$	2,490.00
WIRELESS ADVANCED COMMUNICATIONS	\$	200.00
WORLD POINT ECC, INC.	\$	1,652.56
XCEL ENERGY	\$	48,131.42
YOST CLEANING	\$	1,972.00
	\$	373,598.88

**OCTOBER
FINANCIAL
STATEMENTS**

TOWN OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
01-01-4010-00 GEN. PROPERTY ACCOUNTS	20,573.76	6,120,915.56	4,250,000.00	(1,870,915.56)	144.0
01-01-4020-00 SPECIFIC OWNERSHIP TAXES	61,596.70	360,968.52	280,000.00	(80,968.52)	128.9
01-01-4030-00 FRANCHISE TAXES	69,788.17	411,076.50	395,000.00	(16,076.50)	104.1
01-01-4040-00 PENALTIES & INTEREST	1,016.52	1,863.08	3,000.00	1,136.92	62.1
01-01-4070-00 SALES TAX	340,714.18	3,594,424.61	3,200,000.00	(394,424.61)	112.3
01-01-4075-00 LODGING TAX	14,807.00	116,939.07	85,000.00	(31,939.07)	137.6
01-01-4080-00 SEVERANCE TAX	.00	295,501.31	50,000.00	(245,501.31)	591.0
TOTAL TAXES	508,496.33	10,901,688.65	8,263,000.00	(2,638,688.65)	131.9
<u>LICENSES & PERMITS</u>					
01-02-4110-00 LIQUOR LICENSE	75.00	2,819.50	1,800.00	(1,019.50)	156.6
01-02-4120-00 BUS. LIC. & PERMITS - OTHE	687.25	21,687.68	14,000.00	(7,687.68)	154.9
01-02-4130-00 BUILDING PERMITS	39,315.43	665,218.17	475,000.00	(190,218.17)	140.1
01-02-4140-00 DOG LICENSE & PERMITS OTHE	46.00	2,741.00	2,300.00	(441.00)	119.2
01-02-4150-00 FINGERPRINTING	20.00	1,218.80	200.00	(1,018.80)	609.4
TOTAL LICENSES & PERMITS	40,143.68	693,685.15	493,300.00	(200,385.15)	140.6
<u>INTERGOVERNMENTAL</u>					
01-03-4210-00 CIGARETTE TAXES	2,554.73	16,410.45	14,000.00	(2,410.45)	117.2
01-03-4220-00 HIGHWAY USERS TAX	32,503.84	528,636.28	380,000.00	(148,636.28)	139.1
01-03-4230-00 ADD. VEH. REG. FEE	8,737.20	50,173.20	45,000.00	(5,173.20)	111.5
01-03-4240-00 COUNTY ROAD & BRIDGE	796.13	166,238.68	90,000.00	(76,238.68)	184.7
TOTAL INTERGOVERNMENTAL	44,591.90	761,458.61	529,000.00	(232,458.61)	143.9
<u>CHARGES FOR SERVICES</u>					
01-04-4310-00 CEMETERY LOTS AND CARE	7,075.00	40,277.00	22,000.00	(18,277.00)	183.1
01-04-4320-00 TRASH CHARGES	55,605.70	538,894.96	640,000.00	101,105.04	84.2
01-04-4330-00 OTHER SERVICES	10,891.97	28,939.69	900.00	(28,039.69)	3215.5
01-04-4340-00 FISHING PERMITS	25.00	960.00	600.00	(360.00)	160.0
TOTAL CHARGES FOR SERVICES	73,597.67	609,071.65	663,500.00	54,428.35	91.8
<u>FINES</u>					
01-05-4315-00 COURT FEES REFUND	(80.00)	(645.00)	.00	645.00	.0
01-05-4410-00 MUNICIPAL COURT FINES & FE	12,969.50	128,556.54	120,000.00	(8,556.54)	107.1
01-05-4420-00 SURCHARGE	1,842.50	19,012.00	18,000.00	(1,012.00)	105.6
TOTAL FINES	14,732.00	146,923.54	138,000.00	(8,923.54)	106.5

TOWN OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>MISCELLANEOUS</u>					
01-06-4510-00 COMM. CENTER RENTAL FEES	840.00	13,544.68	11,000.00	(2,544.68)	123.1
01-06-4530-00 REFUND OF EXPENDITURES	3,794.92	27,839.39	5,000.00	(22,839.39)	556.8
01-06-4570-00 SCHOOL DISTRICT	.00	.00	31,000.00	31,000.00	.0
TOTAL MISCELLANEOUS	4,634.92	41,384.07	47,000.00	5,615.93	88.1
<u>EARNINGS ON INVESTMENTS</u>					
01-07-4610-00 EARNINGS ON INVESTMENTS	51,743.54	280,332.59	65,000.00	(215,332.59)	431.3
TOTAL EARNINGS ON INVESTMENTS	51,743.54	280,332.59	65,000.00	(215,332.59)	431.3
<u>SOURCE 08</u>					
01-08-4530-00 DEVELOPERS COST PAYMENT	279.82	54,495.98	5,000.00	(49,495.98)	1089.9
TOTAL SOURCE 08	279.82	54,495.98	5,000.00	(49,495.98)	1089.9
TOTAL FUND REVENUE	738,219.86	13,489,040.24	10,203,800.00	(3,285,240.24)	132.2

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEGISLATIVE</u>					
01-10-5010-00 BOARD MEMBERS COMPENSATION	1,650.00	16,600.00	22,800.00	7,200.00	68.4
01-10-5050-00 PAYROLL TAXES	126.24	1,193.55	1,800.00	606.45	66.3
01-10-5070-00 WORKMEN'S COMPENSATION	.00	641.22	1,200.00	558.78	53.4
01-10-6511-00 TRAINING	.00	1,066.00	3,000.00	1,934.00	35.5
01-10-6522-00 INSURANCE	250.00	1,000.00	1,000.00	.00	100.0
01-10-6544-03 EQUIPMENT/SOFTWARE - IPADS	101.69	1,517.57	2,500.00	982.43	60.7
01-10-8016-00 PROFESSIONAL SERVICES	46.50	798.73	4,000.00	3,201.27	20.0
01-10-9028-00 COUNCIL OUTREACH	.00	321.27	1,500.00	1,178.73	21.4
TOTAL LEGISLATIVE	2,174.43	22,138.34	37,800.00	15,661.66	58.6
<u>JUDICIAL</u>					
01-15-5011-00 SAL-JUDGE	1,312.50	13,762.50	17,000.00	3,237.50	81.0
01-15-5012-00 SAL-PROS. ATT.	2,370.00	23,817.33	32,000.00	8,182.67	74.4
01-15-6505-00 OFFICE EXPENSES	32.85	879.41	1,000.00	120.59	87.9
01-15-8016-00 PROFESSIONAL SERVICES	.00	.00	100.00	100.00	.0
TOTAL JUDICIAL	3,715.35	38,459.24	50,100.00	11,640.76	76.8
<u>ELECTIONS</u>					
01-20-6413-00 PUBLISHING	.00	118.04	700.00	581.96	16.9
01-20-6526-00 SUPPLIES	.00	17,694.32	17,000.00	(694.32)	104.1
01-20-8017-00 ELECTION JUDGES	.00	1,048.52	900.00	(148.52)	116.5
TOTAL ELECTIONS	.00	18,860.88	18,600.00	(260.88)	101.4

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
01-25-5010-00 SALARIES	5,804.40	63,538.75	97,000.00	33,461.25	65.5
01-25-5010-03 OVERTIME	.00	.00	600.00	600.00	.0
01-25-5011-00 PART TIME OFFICE	342.24	3,678.17	7,500.00	3,821.83	49.0
01-25-5012-00 HOURLY COMMUNICATIONS STAFF	1,032.43	10,888.56	18,000.00	7,111.44	60.5
01-25-5015-00 CLEANING SALARIES	216.67	2,150.03	3,500.00	1,349.97	61.4
01-25-5025-00 MANAGER	5,112.60	49,068.11	57,100.00	8,031.89	85.9
01-25-5050-00 PAYROLL TAXES	650.13	9,213.78	14,300.00	5,086.22	64.4
01-25-5060-00 RETIREMENT FUND	462.40	8,236.87	12,800.00	4,563.13	64.4
01-25-5065-00 HEALTH INSURANCE	1,829.78	18,178.50	33,000.00	14,821.50	55.1
01-25-5070-00 WORKMAN'S COMPENSATION	.00	641.22	1,000.00	358.78	64.1
01-25-6010-00 UTILITIES	452.24	3,270.29	6,000.00	2,729.71	54.5
01-25-6505-00 OFFICE EXPENSE	107.42	4,304.53	6,700.00	2,395.47	64.3
01-25-6506-00 UTILITY BILL MAILING	706.01	6,310.17	8,300.00	1,989.83	76.0
01-25-6510-00 TELEPHONE	133.35	1,245.70	2,000.00	754.30	62.3
01-25-6511-00 TRAINING	.00	20.00	1,000.00	980.00	2.0
01-25-6513-00 PUBLISHING	.00	765.78	5,000.00	4,234.22	15.3
01-25-6515-00 DUES AND SUBSCRIPTIONS	.00	2,427.62	2,900.00	472.38	83.7
01-25-6518-00 CLEANING SUPPLIES	90.35	795.70	1,700.00	904.30	46.8
01-25-6520-00 MILEAGE & EXPENSES	95.83	109.05	2,000.00	1,890.95	5.5
01-25-6522-00 INSURANCE & BONDS	3,708.75	13,208.75	15,700.00	2,491.25	84.1
01-25-6544-05 SOFTWARE	.00	.00	3,000.00	3,000.00	.0
01-25-6544-07 MISC. OFFICE EQPT.	.00	.00	500.00	500.00	.0
01-25-7020-00 MAINTENANCE & REPAIRS	69.43	492.58	3,800.00	3,307.42	13.0
01-25-8010-00 AUDIT	500.00	2,500.00	3,000.00	500.00	83.3
01-25-8012-00 COMPUTER PROFESSIONAL SERV	704.04	5,282.25	10,500.00	5,217.75	50.3
01-25-8014-00 LEGAL	2,522.00	22,010.80	42,000.00	19,989.20	52.4
01-25-8015-00 TAPING MEETINGS	535.68	4,329.44	7,000.00	2,670.56	61.9
01-25-8016-00 SALARY STUDY FEES	.00	.00	1,500.00	1,500.00	.0
01-25-8017-00 PROFESSIONAL SERVICES	.00	.00	2,000.00	2,000.00	.0
01-25-8019-00 TREASURER'S FEES	369.25	86,466.89	59,000.00	(27,466.89)	146.6
01-25-9028-00 COMMUNICATIONS	.00	.00	700.00	700.00	.0
 TOTAL ADMINISTRATION	 25,445.00	 319,133.54	 429,100.00	 109,966.46	 74.4

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PLANNING & ZONING</u>					
01-30-5010-00 SALARIES	9,382.00	103,021.58	132,000.00	28,978.42	78.1
01-30-5050-00 PAYROLL TAXES	703.98	7,744.18	10,000.00	2,255.82	77.4
01-30-5060-00 RETIREMENT FUND	866.48	9,514.61	12,100.00	2,585.39	78.6
01-30-5065-00 HEALTH INSURANCE	1,419.38	14,115.53	26,000.00	11,884.47	54.3
01-30-5070-00 WORKMENS COMPENSATION	.00	641.22	1,700.00	1,058.78	37.7
01-30-6010-00 UTILITIES	217.75	1,574.61	3,000.00	1,425.39	52.5
01-30-6505-00 OFFICE SUPPLIES	58.51	972.65	2,500.00	1,527.35	38.9
01-30-6510-00 TELEPHONE	133.35	1,204.21	1,400.00	195.79	86.0
01-30-6511-00 TRAINING	.00	.00	500.00	500.00	.0
01-30-6513-00 PUBLISH/RECORD	43.20	91.80	200.00	108.20	45.9
01-30-6515-00 DUES/SUBSCRIPTIONS	.00	.00	800.00	800.00	.0
01-30-6520-00 MILEAGE & EXPENSES	.00	102.95	100.00	(2.95)	103.0
01-30-6522-00 INSURANCE AND BONDS	700.00	2,800.00	3,000.00	200.00	93.3
01-30-6544-04 MACHINERY AND EQPT.	.00	.00	300.00	300.00	.0
01-30-8012-00 COMPUTER PROFESSIONAL SERVICES	156.80	1,568.00	2,000.00	432.00	78.4
01-30-8016-00 PROFESSIONAL SERVICES	186.00	874.85	15,500.00	14,625.15	5.6
01-30-8017-00 NORTH FRONT RANGE MPO	.00	8,982.00	6,900.00	(2,082.00)	130.2
 TOTAL PLANNING & ZONING	 13,867.45	 153,206.19	 218,000.00	 64,791.81	 70.3

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE</u>					
01-35-5010-00 SALARIES	95,395.23	1,095,599.25	1,375,000.00	279,400.75	79.7
01-35-5010-03 OVERTIME PAY	(1,984.87)	5,350.59	13,500.00	8,149.41	39.6
01-35-5013-00 CLERICAL SALARIES	2,889.18	31,712.17	37,700.00	5,987.83	84.1
01-35-5015-00 PART-TIME SALARIES	4,000.52	44,813.34	59,000.00	14,186.66	76.0
01-35-5050-00 PAYROLL TAXES	7,596.76	87,688.31	114,000.00	26,311.69	76.9
01-35-5060-00 RETIREMENT	5,553.52	63,765.86	80,000.00	16,234.14	79.7
01-35-5065-00 HEALTH INSURANCE	20,226.81	215,057.97	341,000.00	125,942.03	63.1
01-35-5070-00 WORKMEN'S COMPENSATION	.00	25,648.80	40,000.00	14,351.20	64.1
01-35-6010-00 UTILITIES	1,119.20	11,168.19	14,000.00	2,831.81	79.8
01-35-6505-00 OFFICE EXPENSE	530.96	6,828.13	6,800.00	(28.13)	100.4
01-35-6510-00 TELEPHONE	887.19	5,757.49	10,500.00	4,742.51	54.8
01-35-6511-00 TRAINING	466.23	9,340.17	11,000.00	1,659.83	84.9
01-35-6513-00 PUBLISHING	.00	364.79	1,500.00	1,135.21	24.3
01-35-6515-00 DUES AND SUBSCRIPTIONS	.00	335.00	1,200.00	865.00	27.9
01-35-6518-00 CLEANING SERVICES	640.64	6,545.84	8,500.00	1,954.16	77.0
01-35-6522-00 INSURANCE AND BONDS	13,000.00	49,000.00	50,500.00	1,500.00	97.0
01-35-6524-00 GAS AND OIL	4,217.22	28,736.74	26,400.00	(2,336.74)	108.9
01-35-6526-00 OPERATING SUPPLIES	687.25	4,901.32	6,500.00	1,598.68	75.4
01-35-6527-00 UNIFORMS AND CLEANING	900.00	7,312.89	9,000.00	1,687.11	81.3
01-35-6528-00 WELD COUNTY MAINT. AGREEME	.00	26,391.99	26,500.00	108.01	99.6
01-35-6544-02 COMPUTER SYSTEMS	.00	.00	2,500.00	2,500.00	.0
01-35-6544-04 RADAR GUNS	.00	733.00	2,500.00	1,767.00	29.3
01-35-6544-06 VESTS	.00	1,558.00	5,000.00	3,442.00	31.2
01-35-6544-07 CAMERA & INVESTIGATION EQPT.	439.59	722.49	3,500.00	2,777.51	20.6
01-35-6544-09 SHOOTING RANGE SUPPLIES	843.38	2,951.67	3,600.00	648.33	82.0
01-35-6544-10 OFFICE IMPROVEMENTS	959.95	959.95	3,000.00	2,040.05	32.0
01-35-6544-11 POLICE EQUIPMENT	978.00	5,825.08	10,000.00	4,174.92	58.3
01-35-7010-00 BLDG. REPAIR & MAINT.	201.28	2,844.89	8,000.00	5,155.11	35.6
01-35-7020-00 REPAIRS AND MAINTENANCE	967.14	13,576.98	13,500.00	(76.98)	100.6
01-35-8012-00 COMP. PROFESSIONAL SERVICE	292.19	8,840.47	10,000.00	1,159.53	88.4
01-35-8014-00 LEGAL	.00	279.00	2,500.00	2,221.00	11.2
01-35-8016-00 PROFESSIONAL SERVICES	.00	5,139.53	5,000.00	(139.53)	102.8
01-35-8017-00 JUVENILE ASSESSMENT CENTER	.00	5,340.00	5,400.00	60.00	98.9
01-35-8021-00 COMP. LINK TO RECORDS	904.79	9,555.21	10,500.00	944.79	91.0
01-35-9022-00 JAIL FEES	.00	295.02	1,500.00	1,204.98	19.7
01-35-9028-00 COMMUNITY SERVICES	.00	2,200.54	2,000.00	(200.54)	110.0
01-35-9028-01 TASK FORCE	.00	2,000.00	2,000.00	.00	100.0
01-35-9028-03 RECORDS CONTRACT	.00	4,826.63	9,000.00	4,173.37	53.6
 TOTAL POLICE	 161,712.14	 1,793,967.30	 2,332,100.00	 538,132.70	 76.9

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PROTECTIVE INSPECTIONS</u>					
01-40-5010-00 SALARIES	2,562.68	28,140.19	37,600.00	9,459.81	74.8
01-40-5050-00 PAYROLL TAXES	191.06	2,103.04	2,900.00	796.96	72.5
01-40-5060-00 RETIREMENT	108.54	1,191.85	1,600.00	408.15	74.5
01-40-5065-00 HEALTH INSURANCE	508.79	5,034.24	7,000.00	1,965.76	71.9
01-40-5070-00 WORKMEN'S COMPENSATION	.00	641.22	1,400.00	758.78	45.8
01-40-6010-00 UTILITIES	284.72	2,058.86	3,900.00	1,841.14	52.8
01-40-6505-00 OFFICE EXPENSE	82.22	693.69	3,800.00	3,106.31	18.3
01-40-6510-00 TELEPHONE	133.34	1,204.18	1,600.00	395.82	75.3
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	25.00	200.00	175.00	12.5
01-40-6518-00 CLEANING & SUPPLIES	67.37	705.69	1,000.00	294.31	70.6
01-40-6522-00 INSURANCE AND BONDS	1,800.00	7,200.00	8,700.00	1,500.00	82.8
01-40-6526-00 OPERATING SUPPLIES	.00	.00	2,000.00	2,000.00	.0
01-40-7020-00 REPAIR & MAINTENANCE	69.43	620.18	2,000.00	1,379.82	31.0
01-40-8012-00 COMP. PROF. SERVICES	236.80	2,894.57	3,600.00	705.43	80.4
01-40-8014-00 LEGAL	.00	.00	500.00	500.00	.0
01-40-8018-00 PROFESSIONAL SERVICES	9,400.00	84,600.00	127,000.00	42,400.00	66.6
TOTAL PROTECTIVE INSPECTIONS	15,442.95	137,112.71	205,800.00	68,687.29	66.6

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STREETS</u>					
01-45-5010-00 SALARIES	19,105.31	215,186.52	303,000.00	87,813.48	71.0
01-45-5010-03 OVERTIME	42.71	698.52	7,000.00	6,301.48	10.0
01-45-5015-00 PART-TIME SALARIES	.00	13,170.15	15,000.00	1,829.85	87.8
01-45-5050-00 PAYROLL TAXES	1,413.70	17,068.15	26,000.00	8,931.85	65.7
01-45-5060-00 RETIREMENT FUND	1,154.93	13,038.26	19,000.00	5,961.74	68.6
01-45-5065-00 HEALTH INSURANCE	5,740.25	57,589.92	82,000.00	24,410.08	70.2
01-45-5070-00 WORKMEN'S COMPENSATION	.00	15,389.28	19,100.00	3,710.72	80.6
01-45-6010-00 UTILITIES	398.24	5,542.15	10,000.00	4,467.85	55.4
01-45-6015-00 UTILITIES - STREET LIGHTIN	14,756.68	138,953.93	243,000.00	104,046.07	57.2
01-45-6505-00 OFFICE EXPENSE	.00	.00	600.00	600.00	.0
01-45-6510-00 TELEPHONE	403.21	3,292.49	3,600.00	307.51	91.5
01-45-6511-00 TRAINING	.00	370.00	1,500.00	1,130.00	24.7
01-45-6515-00 DUES & SUBSCRIPTIONS	.00	.00	1,500.00	1,500.00	.0
01-45-6518-00 CLEANING SUPPLIES	95.11	1,028.28	1,600.00	571.72	64.3
01-45-6522-00 INSURANCE AND BONDS	7,000.00	28,560.91	29,700.00	1,139.09	98.2
01-45-6524-00 GAS & OIL	548.48	13,778.49	14,000.00	221.51	98.4
01-45-6526-00 OPERATING SUPPLIES	487.66	4,728.89	4,500.00	(228.89)	105.1
01-45-6530-00 SNOW AND ICE REMOVAL	1,688.33	10,552.47	35,000.00	24,447.53	30.2
01-45-6532-00 TRASH SERVICE	55,526.16	491,483.95	640,000.00	148,516.05	76.8
01-45-6534-00 WEED CONTROL	120.02	852.18	2,500.00	1,647.82	34.1
01-45-6536-00 STREET SIGNS	.00	1,690.20	3,500.00	1,809.80	48.3
01-45-6544-03 EQUIPMENT	.00	.00	4,000.00	4,000.00	.0
01-45-6544-06 HOLIDAY DECORATIONS	.00	1,406.86	7,500.00	6,093.14	18.8
01-45-6544-07 TOOLS	221.20	555.98	2,500.00	1,944.02	22.2
01-45-6544-09 SAFETY EQUIPMENT	271.67	866.88	4,000.00	3,133.12	21.7
01-45-7020-00 REP & MAINT - EQUIP & BLDG	491.96	12,495.58	25,000.00	12,504.42	50.0
01-45-7030-00 REPAIR & MAINT. BLDGS.	1.16	951.24	3,000.00	2,048.76	31.7
01-45-8012-00 COMPUTER PROFESSIONAL SERVICES	99.95	1,789.60	1,200.00	(589.60)	149.1
01-45-8016-00 PROFESSIONAL SERVICES	459.55	2,831.91	3,000.00	168.09	94.4
 TOTAL STREETS	 110,026.28	 1,053,872.79	 1,512,300.00	 458,427.21	 69.7

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CEMETERY</u>					
01-50-5015-00 SALARIES	.00	7,615.83	12,000.00	4,384.17	63.5
01-50-5050-00 PAYROLL TAXES	.00	582.67	1,000.00	417.33	58.3
01-50-5070-00 WORKMEN'S COMPENSATION	.00	2,161.80	1,500.00	661.80	144.1
01-50-6513-00 PUBLISHING	.00	.00	300.00	300.00	.0
01-50-6522-00 INSURANCE	600.00	2,200.00	2,200.00	.00	100.0
01-50-6524-00 GAS & OIL	101.41	101.41	1,900.00	1,798.59	5.3
01-50-6526-00 SUPPLIES	.00	812.49	2,200.00	1,387.51	36.9
01-50-6533-00 TREE TRIMMING	.00	4,000.00	4,000.00	.00	100.0
01-50-6534-00 FERTILIZER & WEED CONTROL	.00	4,702.25	5,000.00	297.75	94.1
01-50-6544-03 SPINTRIMMER	.00	71.58	800.00	728.42	9.0
01-50-6544-05 TOOLS	.00	78.01	400.00	321.99	19.5
01-50-6544-06 TREES	.00	1,230.00	2,000.00	770.00	61.5
01-50-7020-00 REPAIRS AND MAINTENANCE	52.02	3,361.72	3,500.00	138.28	96.1
01-50-7025-00 SPRINKLER REPAIR	110.82	2,242.63	3,700.00	1,457.37	60.6
01-50-8016-00 PROFESSIONAL SERVICES	.00	.00	500.00	500.00	.0
TOTAL CEMETERY	864.25	29,160.39	41,000.00	11,839.61	71.1
<u>ANIMAL CONTROL</u>					
01-55-5010-00 SALARIES	3,818.01	41,929.02	50,000.00	8,070.98	83.9
01-55-5010-03 OVERTIME	.00	.00	500.00	500.00	.0
01-55-5050-00 PAYROLL TAXES	284.60	3,133.05	3,900.00	766.95	80.3
01-55-5060-00 RET BEN	161.72	1,775.99	2,200.00	424.01	80.7
01-55-5065-00 HEALTH BEN	759.97	7,548.66	12,000.00	4,451.34	62.9
01-55-5070-00 WORKMENS COMPENSATION	.00	641.22	1,800.00	1,158.78	35.6
01-55-6522-00 INSURANCE	1,000.00	3,800.00	4,100.00	300.00	92.7
01-55-6524-00 GAS AND OIL	334.33	2,065.50	2,000.00	85.50	103.3
01-55-6526-00 SUPPLIES	.00	224.76	1,200.00	975.24	18.7
01-55-7020-00 REPAIR & MAINTENANCE	.00	1,283.02	1,500.00	216.98	85.5
01-55-7030-00 WEED/NUISANCE CONTROL	842.86	4,026.43	9,000.00	4,973.57	44.7
01-55-8016-00 PROFESSIONAL SERVICES	.00	5,350.00	7,000.00	1,650.00	76.4
TOTAL ANIMAL CONTROL	7,201.49	71,777.65	95,200.00	23,422.35	75.4
<u>SENIOR COORDINATOR PROGRAM</u>					
01-60-5015-00 PART-TIME SALARIES	3,184.16	34,971.91	41,800.00	6,828.09	83.7
01-60-5050-00 PAYROLL TAXES	236.12	2,600.92	3,200.00	599.08	81.3
01-60-5065-00 HEALTH INSURANCE	695.71	6,910.72	8,500.00	1,589.28	81.3
01-60-5070-00 WORKMEN'S COMPENSATION	.00	641.22	1,200.00	558.78	53.4
01-60-6010-00 UTILITIES	389.09	3,534.30	4,500.00	965.70	78.5
01-60-6510-00 TELEPHONE	116.82	1,065.15	1,500.00	434.85	71.0
01-60-6520-00 MILEAGE	242.85	2,114.45	3,200.00	1,085.55	66.1
01-60-6522-00 INSURANCE	.00	4,304.75	4,000.00	304.75	107.6
01-60-7020-00 REPAIR & MAINTENANCE	375.20	3,832.85	5,700.00	1,867.15	67.2
TOTAL SENIOR COORDINATOR PROGRAM	5,239.95	59,976.27	73,600.00	13,623.73	81.5

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TRANSFERS OUT</u>					
01-80-7040-00 TRANSFER WATER FUND	43,459.00	100,813.48	187,700.00	86,886.52	53.7
01-80-7050-00 TRANSFER - CONTINGENT FUND	.00	200,000.00	225,000.00	25,000.00	88.9
01-80-7056-00 COMMUNITY RECREATION CENTER	.00	.00	22,000,000.00	22,000,000.00	.0
01-80-7080-00 TRANSFER TO DEVELOPERS COST	.00	.00	25,000.00	25,000.00	.0
01-80-7081-00 FUNDING I-25 IMPROVEMENTS	.00	13,676.73	16,000.00	2,323.27	85.5
01-80-7110-00 SALES TAX REFUND	.00	203,173.15	320,000.00	116,826.85	63.5
01-80-7115-00 TRANSFER TO EQPT. REPLACEMENT	500,000.00	500,000.00	1,000,000.00	500,000.00	50.0
TOTAL TRANSFERS OUT	543,459.00	1,017,663.36	23,773,700.00	22,756,036.64	4.3
TOTAL FUND EXPENDITURES	954,689.49	5,291,202.41	30,183,600.00	24,892,397.59	17.5
NET REVENUE OVER EXPENDITURES	(216,469.63)	8,197,837.83	(19,979,800.00)	(28,177,637.83)	41.0

TOWN OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2018

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
02-00-4310-00 WATER CHARGES	312,351.80	2,713,887.58	2,500,000.00	(213,887.58)	108.6
02-00-4320-00 WATER TAP FEES	28,410.90	484,027.96	.00	(484,027.96)	.0
02-00-4322-00 RAW WATER DEV. FEE	33,760.29	790,270.81	.00	(790,270.81)	.0
02-00-4325-00 WATER REFUNDS	(857.39)	(12,189.73)	.00	12,189.73	.0
02-00-4330-00 MISCELLANEOUS	559,747.20	816,032.50	150,000.00	(666,032.50)	544.0
02-00-4610-00 EARNINGS ON INVESTMENTS	30,588.04	169,300.77	71,000.00	(98,300.77)	238.5
02-00-4830-00 TRANSFER FROM GENERAL FUND	43,459.00	100,813.48	187,700.00	86,886.52	53.7
 TOTAL SOURCE 00	 1,007,459.84	 5,062,143.37	 2,908,700.00	 (2,153,443.37)	 174.0
 TOTAL FUND REVENUE	 1,007,459.84	 5,062,143.37	 2,908,700.00	 (2,153,443.37)	 174.0

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2018

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
02-25-5010-00 SALARIES	3,072.55	35,751.24	65,000.00	29,248.76	55.0
02-25-5010-03 OVERTIME	.00	.00	300.00	300.00	.0
02-25-5015-00 PART-TIME SALARIES	342.24	3,678.17	7,500.00	3,821.83	49.0
02-25-5020-00 JANITORIAL SALARIES	216.67	2,150.03	2,700.00	549.97	79.6
02-25-5025-00 MANAGER	2,633.76	25,277.53	29,700.00	4,422.47	85.1
02-25-5050-00 PAYROLL TAXES	312.08	4,668.64	8,000.00	3,331.36	58.4
02-25-5060-00 RETIREMENT FUND	258.30	4,553.06	8,100.00	3,546.94	58.2
02-25-5065-00 HEALTH INSURANCE	1,056.51	11,019.47	16,000.00	4,980.53	68.9
02-25-5070-00 WORKMEN'S COMPENSATION	.00	641.22	1,000.00	358.78	64.1
02-25-5010-00 UTILITIES	267.99	1,937.94	3,500.00	1,562.06	55.4
02-25-5050-00 OFFICE EXPENSE	28.19	921.79	3,600.00	2,678.21	25.6
02-25-5050-00 UTILITY BILL MAILING	706.01	6,310.14	8,300.00	1,989.86	76.0
02-25-5057-00 BILL PRESENTMENT	.00	2,962.52	10,000.00	7,037.48	29.6
02-25-5010-00 TELEPHONE	133.34	1,204.17	1,700.00	495.83	70.8
02-25-5011-00 TRAINING & MEETINGS	.00	.00	500.00	500.00	.0
02-25-5013-00 PUBLISHING	.00	27.00	1,000.00	973.00	2.7
02-25-5015-00 DUES AND SUBSCRIPTIONS	.00	2,229.00	2,700.00	471.00	82.6
02-25-5018-00 CLEANING SUPPLIES	67.37	905.26	1,000.00	94.74	90.5
02-25-5020-00 MILEAGE & EXPENSES	.00	175.89	500.00	324.11	35.2
02-25-5022-00 INSURANCE & BONDS	1,600.00	6,300.00	7,000.00	700.00	90.0
02-25-5044-02 CAPITAL OUTLAY - COMP. SOFT	.00	2,700.00	3,200.00	500.00	84.4
02-25-5044-04 COMPUTER	.00	.00	1,200.00	1,200.00	.0
02-25-5044-07 MISCELLANEOUS OFFICE	.00	.00	300.00	300.00	.0
02-25-7020-00 REPAIR & MAINT.	69.43	555.51	1,000.00	444.49	55.6
02-25-8010-00 AUDIT	1,000.00	2,500.00	3,000.00	500.00	83.3
02-25-8011-00 PROF. SERV. - WATER COUNSEL	3,297.19	8,896.45	30,000.00	21,303.55	29.0
02-25-8012-00 COMP. PROFESSIONAL SERVICES	444.05	7,909.66	8,300.00	390.34	95.3
02-25-8014-00 LEGAL	.00	10,903.25	6,000.00	4,903.25	181.7
02-25-8016-00 SALARY STUDY FEES	.00	.00	700.00	700.00	.0
02-25-8017-00 PROFESSIONAL SERVICES	1,594.00	23,063.48	25,000.00	1,936.52	92.3
02-25-9028-00 COMMUNICATIONS	.00	13.50	3,000.00	2,986.50	.5
 TOTAL ADMINISTRATION	 17,099.68	 167,054.92	 259,800.00	 92,745.08	 64.3

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2018

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS - WATER FUND</u>					
02-70-6010-00 SALARIES	14,230.57	156,111.54	235,000.00	78,888.46	66.4
02-70-6010-03 OVERTIME	189.56	2,883.74	10,000.00	7,116.26	28.8
02-70-5015-00 PART TIME SALARIES	.00	2,177.70	2,600.00	422.30	83.8
02-70-5050-00 PAYROLL TAXES	1,061.52	11,863.92	18,900.00	7,036.08	62.8
02-70-5060-00 RETIREMENT FUND	693.62	7,303.50	13,500.00	6,196.50	54.1
02-70-5065-00 HEALTH INSURANCE	4,156.53	41,143.80	65,000.00	23,856.20	63.3
02-70-5070-00 WORKMEN'S COMPENSATION	.00	6,934.35	8,000.00	1,065.65	86.7
02-70-6010-00 UTILITIES	24,182.68	167,924.30	205,000.00	37,075.70	81.9
02-70-6510-00 TELEPHONE	592.43	5,377.14	8,300.00	2,922.86	64.8
02-70-6511-00 TRAINING	440.00	2,286.48	4,000.00	1,713.52	57.2
02-70-6518-00 CLEANING SUPPLIES	95.11	922.18	1,600.00	677.82	57.6
02-70-6522-00 INSURANCE	6,000.00	27,255.00	27,400.00	145.00	99.5
02-70-6524-00 GAS AND OIL	1,401.44	9,169.60	8,800.00	369.60	104.2
02-70-6526-00 CHEMICALS	18,042.51	135,032.86	160,000.00	24,967.14	84.4
02-70-6527-00 SUPPLIES-SAFETY EQPT.	94.68	634.95	2,500.00	1,865.05	25.4
02-70-6528-00 OPERATING SUPPLIES	83.71	4,131.71	10,400.00	6,268.29	39.7
02-70-6544-01 METER UPGRADE	470.26	40,513.00	75,000.00	34,487.00	54.0
02-70-6544-02 TOOLS	146.58	956.37	6,500.00	5,543.63	14.7
02-70-6544-07 TESTING EQUIPMENT	.00	.00	4,200.00	4,200.00	.0
02-70-6544-08 VEHICLE-PURCHASE	.00	.00	18,500.00	18,500.00	.0
02-70-6544-13 WATER PLANT IMPROVEMENTS	.00	23,012.61	65,000.00	41,987.39	35.4
02-70-6544-19 DAF SATURATOR SYSTEM	.00	.00	65,000.00	65,000.00	.0
02-70-6544-22 WATERLINE REPLACEMENT	.00	.00	33,000.00	33,000.00	.0
02-70-6544-29 INSTRUMENTATION UPGRADES	.00	2,601.22	50,000.00	47,398.78	5.2
02-70-6544-36 FIRE HYDRANT REPAIRS	47.00	439.70	42,000.00	41,560.30	1.1
02-70-7015-00 R&M WATERLINES	613.10	5,046.62	30,000.00	24,953.38	16.8
02-70-7020-00 REPAIRS & MAINTENANCE	6.29	14,874.80	80,000.00	65,125.20	18.6
02-70-7022-00 VEHICLE REPAIRS	41.99	2,816.42	3,500.00	683.58	80.5
02-70-7030-00 PURCHASED WATER	15,000.00	15,029.00	12,700.00	2,329.00	118.3
02-70-7031-00 CWCWD EMERGENCY CONNECTION	586.00	5,316.90	7,100.00	1,783.10	74.9
02-70-7035-00 WATER ASSESMENT	.00	111,608.25	118,000.00	6,391.75	94.6
02-70-7090-00 INSURANCE DEDUCTIBLES	2,673.04	4,190.27	10,000.00	5,809.73	41.9
02-70-8012-00 PROFESSIONAL SERVICES	5,629.67	19,560.06	50,000.00	30,439.94	39.1
TOTAL OPERATIONS - WATER FUND	96,477.29	827,117.99	1,451,500.00	624,382.01	57.0
TOTAL FUND EXPENDITURES	113,576.97	994,172.91	1,711,300.00	717,127.09	58.1
NET REVENUE OVER EXPENDITURES	893,882.87	4,067,970.46	1,197,400.00	(2,870,570.46)	339.7

TOWN OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2018

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
03-00-4310-00 SEWER CHARGES	162,273.68	1,591,695.33	1,825,000.00	233,304.67	87.2
03-00-4320-00 SEWER TAP FEES	21,500.00	150,000.00	.00	(150,000.00)	.0
03-00-4330-00 MISCELLANEOUS	900.00	18,023.35	10,000.00	(8,023.35)	180.2
03-00-4610-00 EARNINGS ON INVESTMENTS	12,017.39	56,350.70	50,000.00	(6,350.70)	112.7
TOTAL SOURCE 00	196,691.07	1,816,069.38	1,885,000.00	68,930.62	96.3
TOTAL FUND REVENUE	196,691.07	1,816,069.38	1,885,000.00	68,930.62	96.3

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2018

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PERSONNEL</u>					
03-25-5010-00 SALARIES	4,462.94	46,623.17	80,000.00	33,376.83	58.3
03-25-5010-03 OVERTIME	.00	.00	500.00	500.00	.0
03-25-5015-00 PART-TIME SALARIES	342.24	3,678.17	7,500.00	3,821.83	49.0
03-25-5020-00 JANITORIAL SALARIES	216.66	2,149.94	2,600.00	450.06	82.7
03-25-5025-00 MANAGER SALARIES	5,112.62	49,068.32	57,100.00	8,031.68	85.9
03-25-5050-00 PAYROLL TAXES	470.93	7,115.67	11,200.00	4,084.33	63.5
03-25-5060-00 RETIREMENT FUND	386.68	7,313.18	11,600.00	4,286.82	63.0
03-25-5065-00 HEALTH INSURANCE	1,580.61	15,180.29	24,200.00	9,019.71	62.7
03-25-5070-00 WORKMEN'S COMPENSATION	.00	641.22	800.00	158.78	80.2
03-25-6010-00 UTILITIES - TOWN HALL	334.99	2,422.44	4,400.00	1,977.56	55.1
03-25-6505-00 OFFICE EXPENSES	209.99	494.54	3,200.00	2,705.46	15.5
03-25-6506-00 UTILITY BILL MAILING	706.01	6,310.10	7,800.00	1,489.90	80.9
03-25-6507-00 ON LINE BILL PRESENTMENT	.00	.00	8,000.00	8,000.00	.0
03-25-6510-00 TELEPHONE	133.34	1,204.17	1,800.00	595.83	66.9
03-25-6511-00 TRAINING & MEETINGS	.00	.00	700.00	700.00	.0
03-25-6515-00 DUES & SUBSCRIPTIONS	.00	.00	500.00	500.00	.0
03-25-6518-00 CLEANING SUPPLIES	67.37	1,000.07	1,100.00	99.93	90.9
03-25-6520-00 MILEAGE & EXPENSES	.00	141.97	500.00	358.03	28.4
03-25-6522-00 INSURANCE & BONDS	1,600.00	6,500.00	7,200.00	700.00	90.3
03-25-6544-02 COMPUTER SOFTWARE	.00	.00	3,200.00	3,200.00	.0
03-25-6544-04 CAPITAL OUTLAY - COMPUTER	.00	.00	1,500.00	1,500.00	.0
03-25-6544-07 MISCELLANEOUS OFFICE	.00	.00	400.00	400.00	.0
03-25-7020-00 REPAIR & MAINTENANCE	69.43	458.34	800.00	341.66	57.3
03-25-8010-00 AUDIT	500.00	2,000.00	5,000.00	3,000.00	40.0
03-25-8012-00 PROFESSIONAL SERVICES	444.05	7,082.00	7,000.00	(82.00)	101.2
03-25-8014-00 LEGAL	2,522.00	3,638.00	16,000.00	12,362.00	22.7
03-25-8016-00 SALARY STUDY	.00	.00	800.00	800.00	.0
03-25-8017-00 PROFESSIONAL SERVICES - ENG.	.00	18,150.00	30,000.00	11,850.00	60.5
 TOTAL PERSONNEL	 19,159.86	 181,171.59	 295,400.00	 114,228.41	 61.3

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2018

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS - SEWER FUND</u>					
03-70-5010-00 SALARIES	17,392.88	183,891.24	280,000.00	96,108.76	65.7
03-70-5010-03 OVERTIME PAY	231.65	3,412.30	10,000.00	6,587.70	34.1
03-70-5050-00 PAYROLL TAXES	1,297.50	13,774.07	22,200.00	8,425.93	62.1
03-70-5060-00 RETIREMENT FUND	847.72	8,926.12	16,500.00	7,573.88	54.1
03-70-5065-00 HEALTH INSURANCE	5,080.25	50,286.90	81,000.00	30,713.10	62.1
03-70-5070-00 WORKMEN'S COMPENSATION	.00	4,369.47	8,900.00	4,530.53	49.1
03-70-6010-00 UTILITIES	17,019.52	174,072.06	220,000.00	45,927.94	79.1
03-70-6510-00 TELEPHONE	595.18	5,514.14	6,500.00	985.86	84.8
03-70-6511-00 TRAINING	55.00	200.00	3,300.00	3,100.00	6.1
03-70-6518-00 CLEANING SUPPLIES	95.11	922.18	1,500.00	577.82	61.5
03-70-6522-00 INSURANCE	6,000.00	27,855.02	29,300.00	1,444.98	95.1
03-70-6524-00 GAS AND OIL	1,401.44	8,622.45	9,100.00	477.55	94.8
03-70-6525-00 GIS MAPPING	.00	.00	25,000.00	25,000.00	.0
03-70-6526-00 CHEMICALS	13,512.64	116,985.90	120,000.00	3,014.10	97.5
03-70-6527-00 SUPPLIES-SAFETY EQPT.	721.79	721.79	3,500.00	2,778.21	20.6
03-70-6528-00 OPERATING SUPPLIES	38.08	3,173.02	10,000.00	6,826.98	31.7
03-70-6544-02 TOOLS	.00	283.66	3,500.00	3,216.34	8.1
03-70-6544-03 VEHICLE	.00	.00	19,000.00	19,000.00	.0
03-70-6544-04 MANHOLE INSTALLATION	.00	22,920.00	50,000.00	27,080.00	45.8
03-70-6544-10 SEWERLINE REPLACEMENT	.00	.00	20,000.00	20,000.00	.0
03-70-6544-16 INSTRUMENTATION UPGRADES	.00	.00	140,000.00	140,000.00	.0
03-70-6544-20 LOW POINT - IMPROVEMENTS	.00	2,460.00	400,000.00	397,540.00	.6
03-70-7015-00 REPAIRS & MAINT - MAINS	.00	10,130.54	20,000.00	9,869.46	50.7
03-70-7020-00 REPAIRS & MAINTENANCE	3,780.00	71,997.02	120,000.00	48,002.98	60.0
03-70-7022-00 VEHICLE REPAIRS	.00	1,448.79	3,000.00	1,551.21	48.3
03-70-7023-00 WEED CONTROL/GROUND MAINT.	.00	1,828.40	3,000.00	1,071.60	64.3
03-70-7025-00 SEWERLINE CLEANING	.00	.00	45,000.00	45,000.00	.0
03-70-7090-00 INSURANCE DEDUCTIBLES	.00	1,000.00	7,500.00	6,500.00	13.3
03-70-8012-00 PROFESSIONAL SERVICES	680.43	36,371.68	50,000.00	13,628.32	72.7
TOTAL OPERATIONS - SEWER FUND	68,749.19	751,266.75	1,727,800.00	976,533.25	43.5
TOTAL FUND EXPENDITURES	87,909.05	932,438.34	2,023,200.00	1,090,761.66	46.1
NET REVENUE OVER EXPENDITURES	108,782.02	883,631.04	(138,200.00)	(1,021,831.04)	639.4

TOWN OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2018

CONSERVATION TRUST

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
05-00-4070-00 COLORADO LOTTERY	.00	57,116.57	70,000.00	12,883.43	81.6
05-00-4110-00 PARK FEES	2,500.00	54,500.00	62,500.00	8,000.00	87.2
05-00-4130-00 LARIMER COUNTY USE TAX	1,160.92	86,830.28	90,000.00	3,169.72	96.5
05-00-4330-00 OTHER	226.77	1,282.71	5,000.00	3,717.29	25.7
05-00-4610-00 CT-EARNINGS ON INVEST.	2,885.01	15,705.14	9,000.00	(6,705.14)	174.5
TOTAL SOURCE 00	6,772.70	215,434.70	236,500.00	21,065.30	91.1
TOTAL FUND REVENUE	6,772.70	215,434.70	236,500.00	21,065.30	91.1

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2018

CONSERVATION TRUST

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
05-70-6533-00 TREE TRIMMING	.00	4,951.19	6,000.00	1,048.81	82.5
05-70-6544-01 CAPITAL - TREES	.00	.00	7,000.00	7,000.00	.0
05-70-6545-00 EDDIE ARAGON PARK	.00	1,466.57	5,000.00	3,533.43	29.3
05-70-6546-00 SUNRISE PARK	.00	.00	4,000.00	4,000.00	.0
05-70-6547-00 PARISH PARK	.00	29.61	4,000.00	3,970.39	.7
05-70-6548-00 HAYS PARK	.00	47.44	6,000.00	5,952.56	.8
05-70-6549-00 PIONEER RIDGE PARK	.00	110.00	4,000.00	3,890.00	2.8
05-70-6550-00 ROLLING HILLS RANCH PARK	.00	.00	4,000.00	4,000.00	.0
05-70-6551-00 JOHNSTOWN LAKE PARK	447.01	6,039.94	8,000.00	1,960.06	75.5
05-70-6553-00 CLEARVIEW PARK	44,115.00	149,961.40	165,000.00	15,038.60	90.9
05-70-7020-00 REPAIR & MAINT.	.00	332.50	6,000.00	5,667.50	5.5
TOTAL DEPARTMENT 70	44,562.01	162,938.65	219,000.00	56,061.35	74.4
TOTAL FUND EXPENDITURES	44,562.01	162,938.65	219,000.00	56,061.35	74.4
NET REVENUE OVER EXPENDITURES	(37,789.31)	52,496.05	17,500.00	(34,996.05)	300.0

TOWN OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2018

CONTINGENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
06-00-4110-00 TRANSFER FROM GENERAL FUND	200,000.00	200,000.00	225,000.00	25,000.00	88.9
06-00-4810-00 CF-EARNINGS ON INVESTMENTS	2,549.06	21,931.06	7,200.00	(14,731.06)	304.6
TOTAL SOURCE 00	202,549.06	221,931.06	232,200.00	10,268.94	95.6
TOTAL FUND REVENUE	202,549.06	221,931.06	232,200.00	10,268.94	95.6

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2018

CONTINGENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
06-70-6544-00 TRANSFER TO BANK FUND	.00	7,390.40	1,855,500.00	1,848,109.60	.4
TOTAL DEPARTMENT 70	.00	7,390.40	1,855,500.00	1,848,109.60	.4
TOTAL FUND EXPENDITURES	.00	7,390.40	1,855,500.00	1,848,109.60	.4
NET REVENUE OVER EXPENDITURES	202,549.06	214,540.66	(1,623,300.00)	(1,837,840.66)	13.2

TOWN OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2018

CEMETERY FUND

	PERIOD-ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
07-00-4310-00 CEMETERY LOTS AND CARE	873.00	3,843.00	3,000.00	(843.00)	128.1
07-00-4610-00 CP-EARNINGS ON INVESTMENTS	349.40	2,142.14	900.00	(1,242.14)	238.0
TOTAL SOURCE 00	1,222.40	5,985.14	3,900.00	(2,085.14)	153.5
TOTAL FUND REVENUE	1,222.40	5,985.14	3,900.00	(2,085.14)	153.5
NET REVENUE OVER EXPENDITURES	1,222.40	5,985.14	3,900.00	(2,085.14)	153.5

TOWN OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2018

EQUIPMENT REPLACEMENT FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
09-00-4110-00 TRANSFER FROM GENERAL FUND	500,000.00	500,000.00	1,000,000.00	500,000.00	50.0
09-00-4610-00 EARNINGS ON INVESTMENTS	2,445.80	23,282.56	5,000.00	(18,282.56)	465.7
TOTAL SOURCE 00	<u>502,445.80</u>	<u>523,282.56</u>	<u>1,005,000.00</u>	<u>481,717.44</u>	<u>52.1</u>
 TOTAL FUND REVENUE	 <u>502,445.80</u>	 <u>523,282.56</u>	 <u>1,005,000.00</u>	 <u>481,717.44</u>	 <u>52.1</u>

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2018

EQUIPMENT REPLACEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
09-70-6544-03 GRADER ROLL OVER	.00	18,900.00	18,900.00	.00	100.0
09-70-6544-04 POLICE VEHICLE	.00	98,413.08	99,500.00	1,086.92	98.9
09-70-6544-07 PUBLIC WORKS EQUIPMENT	.00	87,685.65	133,000.00	45,314.35	65.9
09-70-6544-10 COMPUTERS	.00	999.41	5,200.00	4,200.59	19.2
09-70-6544-12 LOADER	.00	19,200.00	19,500.00	300.00	98.5
TOTAL DEPARTMENT 70	.00	225,198.14	276,100.00	50,901.86	81.6
TOTAL FUND EXPENDITURES	.00	225,198.14	276,100.00	50,901.86	81.6
NET REVENUE OVER EXPENDITURES	502,445.80	298,084.42	728,900.00	430,815.58	40.9

TOWN OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2018

DRAINAGE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
11-00-4110-00 DRAINAGE FEES	36,085.48	436,216.90	416,000.00	(20,216.90)	104.9
11-00-4610-00 EARNINGS ON INVESTMENTS	5,798.31	43,643.71	22,500.00	(21,143.71)	194.0
TOTAL SOURCE 00	41,883.79	479,860.61	438,500.00	(41,360.61)	109.4
TOTAL FUND REVENUE	41,883.79	479,860.61	438,500.00	(41,360.61)	109.4

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2018

DRAINAGE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
11-25-5010-00 CLERICAL SALARIES	1,501.22	16,137.03	38,900.00	22,762.97	41.5
11-25-5010-03 OVERTIME	.00	.00	100.00	100.00	.0
11-25-5011-00 PART TIME OFFICE	342.24	3,678.10	12,600.00	8,921.90	29.2
11-25-5025-00 MANAGER	2,633.76	25,277.53	29,500.00	4,222.47	85.7
11-25-5050-00 PAYROLL TAXES	194.54	3,214.08	6,300.00	3,085.92	51.0
11-25-5060-00 RETIREMENT FUND	97.26	2,694.80	5,700.00	3,005.20	47.3
11-25-5065-00 HEALTH INSURANCE	775.55	7,706.87	10,200.00	2,493.13	75.6
11-25-5070-00 WORKMAN'S COMPENSATION	.00	641.22	700.00	58.78	91.6
11-25-6010-00 UTILITIES	117.25	847.90	1,600.00	752.10	53.0
11-25-6505-00 OFFICE SUPPLIES	28.50	381.83	800.00	418.17	47.7
11-25-6506-00 UTILITY BILL MAILING	706.01	6,310.10	7,900.00	1,589.90	79.9
11-25-6507-00 ON LINE BILL PRESENTMENT	.00	.00	2,300.00	2,300.00	.0
11-25-6510-00 TELEPHONE	.00	.00	800.00	800.00	.0
11-25-6522-00 INSURANCE AND BONDS	650.00	2,600.00	2,800.00	200.00	92.9
11-25-6544-04 COMPUTER SOFTWARE	.00	.00	3,500.00	3,500.00	.0
11-25-7020-00 MAINTENANCE AND REPAIRS	69.39	382.11	500.00	117.89	76.4
11-25-8010-00 AUDIT	500.00	1,500.00	2,500.00	1,000.00	60.0
11-25-8012-00 COMPUTER PROF. SERVICES	357.25	3,692.50	3,700.00	7.50	99.8
11-25-8014-00 LEGAL	.00	1,445.75	2,200.00	754.25	65.7
11-25-8017-00 PROFESSIONAL SERVICES	.00	.00	1,500.00	1,500.00	.0
TOTAL ADMINISTRATION	7,972.97	76,509.82	134,100.00	57,590.18	57.1
<u>OPERATIONS</u>					
11-70-5010-00 SALARIES	2,052.81	19,893.27	63,200.00	43,306.73	31.5
11-70-5010-03 OVERTIME	.00	.00	600.00	600.00	.0
11-70-5050-00 PAYROLL TAXES	147.99	1,431.62	4,900.00	3,468.38	29.2
11-70-5060-00 RETIREMENT FUND	86.94	842.50	4,200.00	3,357.50	20.1
11-70-5065-00 HEALTH INSURANCE	840.57	8,214.69	24,000.00	15,785.31	34.2
11-70-5070-00 WORKMEN'S COMPENSATION	.00	1,923.66	1,900.00	(23.66)	101.3
11-70-6510-00 TELEPHONE	17.18	585.40	900.00	314.60	65.0
11-70-6511-00 TRAINING	.00	.00	600.00	600.00	.0
11-70-6522-00 INSURANCE	1,300.00	5,000.00	5,000.00	.00	100.0
11-70-6524-00 GAS & OIL	166.12	2,213.14	2,000.00	(213.14)	110.7
11-70-6526-00 OPERATING SUPPLIES	37.11	364.66	1,000.00	635.34	36.5
11-70-6544-06 INFRASTRUCTURE REPAIR	.00	.00	20,000.00	20,000.00	.0
11-70-7020-00 REPAIR & MAINTENANCE	.00	4,066.55	1,000.00	(3,066.55)	406.7
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	17,017.50	70,000.00	52,982.50	24.3
TOTAL OPERATIONS	4,648.72	61,552.99	220,100.00	158,547.01	28.0
TOTAL FUND EXPENDITURES	12,621.69	138,062.81	354,200.00	216,137.19	39.0
NET REVENUE OVER EXPENDITURES	29,262.10	341,797.80	84,300.00	(257,497.80)	405.6

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2018

LIBRARY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
14-00-5010-00 LIBRARY- SALARIES	24,919.72	257,987.58	398,000.00	140,012.42	64.8
14-00-5050-00 LIBRARY-PAYROLL TAXES	1,883.88	19,589.31	48,000.00	28,410.69	40.8
14-00-5065-00 HEALTH INS.	500.00	4,654.90	10,000.00	5,345.10	46.6
14-00-5070-00 WORKMENS COMPENSATION	.00	641.22	4,000.00	3,358.78	16.0
14-00-6522-00 INSURANCE AND BONDS	950.00	3,800.00	.00	(3,800.00)	.0
TOTAL DEPARTMENT 00	28,253.60	286,673.01	460,000.00	173,326.99	62.3
TOTAL FUND EXPENDITURES	28,253.60	286,673.01	460,000.00	173,326.99	62.3
NET REVENUE OVER EXPENDITURES	(28,253.60)	(286,673.01)	(460,000.00)	(173,326.99)	(62.3)

TOWN OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2018

CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
15-00-4060-00 USE TAX	271,631.23	2,538,841.71	1,000,000.00	(1,538,841.71)	253.9
15-00-4610-00 EARNINGS ON INVESTMENTS	30,380.71	179,398.62	65,000.00	(114,398.62)	276.0
TOTAL SOURCE 00	301,911.94	2,718,240.33	1,065,000.00	(1,653,240.33)	255.2
 <u>SOURCE 01</u>					
15-01-4530-00 DEVELOPER REIMBURSEMENT	34,040.19	34,040.19	60,000.00	25,959.81	56.7
TOTAL SOURCE 01	34,040.19	34,040.19	60,000.00	25,959.81	56.7
 TOTAL FUND REVENUE	 335,952.13	 2,752,280.52	 1,125,000.00	 (1,627,280.52)	 244.7

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2018

CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
15-70-7020-00 STREET REPAIR & MAINT.	16,536.96	293,486.02	350,000.00	56,513.98	83.9
15-70-7022-00 ALLEY IMPROVEMENTS	.00	.00	2,000.00	2,000.00	.0
15-70-7035-00 COMMUNITY CENTER IMPROVEMENTS	.00	.00	5,000.00	5,000.00	.0
15-70-7045-00 STREETLIGHTS	.00	.00	5,000.00	5,000.00	.0
15-70-7047-00 SIGNS	77.00	2,056.00	5,000.00	2,944.00	41.1
15-70-7055-00 ENGINEERING/ARCHITECTURAL	167,692.12	364,934.86	1,200,000.00	835,065.14	30.4
15-70-7062-00 COMMUNITY RECREATION CENTER	1,200.00	996,497.82	6,000,000.00	5,003,502.18	16.6
15-70-7065-00 SIDEWALK/CURB REPL.	.00	16,377.50	15,000.00	(1,377.50)	109.2
15-70-7085-00 SHOP IMPROVEMENTS	.00	.00	5,500.00	5,500.00	.0
TOTAL DEPARTMENT 70	185,506.08	1,673,352.20	7,587,500.00	5,914,147.80	22.1
<hr/>					
15-80-7060-00 REBATE	.00	11,487.50	180,000.00	168,512.50	6.4
15-80-7090-00 I-25 GRANT CONTRIBUTION	.00	250,000.00	250,000.00	.00	100.0
TOTAL DEPARTMENT 80	.00	261,487.50	430,000.00	168,512.50	60.8
<hr/>					
TOTAL FUND EXPENDITURES	185,506.08	1,934,839.70	8,017,500.00	6,082,660.30	24.1
<hr/>					
NET REVENUE OVER EXPENDITURES	150,446.05	817,440.82	(6,892,500.00)	(7,709,940.82)	11.9

TOWN OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2018

JOHNSON'S CORNER IMP. FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
16-00-4070-00 FROM SALES TAX	12,491.44	102,688.08	112,500.00	9,811.92	91.3
16-00-4610-00 EARNINGS ON INVESTMENTS	.00	24.47	100.00	75.53	24.5
 TOTAL SOURCE 00	 12,491.44	 102,712.55	 112,600.00	 9,887.45	 91.2
 TOTAL FUND REVENUE	 12,491.44	 102,712.55	 112,600.00	 9,887.45	 91.2

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2018

JOHNSON'S CORNER IMP. FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
16-70-7010-00 CONSTRUCTION	37,500.00	87,500.00	114,900.00	27,400.00	76.2
TOTAL DEPARTMENT 70	37,500.00	87,500.00	114,900.00	27,400.00	76.2
TOTAL FUND EXPENDITURES	37,500.00	87,500.00	114,900.00	27,400.00	76.2
NET REVENUE OVER EXPENDITURES	(25,008.56)	15,212.55	(2,300.00)	(17,512.55)	661.4

TOWN OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2018

IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
17-00-4610-00 EARNINGS ON INVESTMENTS	30,563.43	149,583.09	50,000.00	(99,583.09)	299.2
TOTAL SOURCE 00	30,563.43	149,583.09	50,000.00	(99,583.09)	299.2
 <u>SOURCE 01</u>					
17-01-4110-01 TRANSPORTATION FAC. DEV. FEE	35,144.50	1,029,076.65	405,000.00	(624,076.65)	254.1
17-01-4110-02 POLICE FACILITIES DEV. FEE	6,048.45	230,385.75	132,000.00	(98,385.75)	174.5
17-01-4110-03 PUBLIC FACILITIES DEV. FEE	16,445.55	535,465.74	28,000.00	(507,465.74)	1912.4
17-01-4110-04 PARKS & OPEN SPACE DEV. FEE	5,525.00	362,079.00	150,000.00	(212,079.00)	241.4
17-01-4110-05 LIBRARY FACILITIES FEE	4,310.00	259,642.00	100,000.00	(159,642.00)	259.6
17-01-4110-06 TRAFFIC SIGNAL	557.72	7,525.52	5,000.00	(2,525.52)	150.5
TOTAL SOURCE 01	68,031.22	2,424,174.66	820,000.00	(1,604,174.66)	295.6
TOTAL FUND REVENUE	98,594.65	2,573,757.75	870,000.00	(1,703,757.75)	295.8

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2018

IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
17-70-6544-01 POLICE VEHICLE	.00	92,410.83	93,000.00	589.17	99.4
17-70-6544-15 POLICE EQUIPMENT	.00	8,000.00	33,200.00	25,200.00	24.1
17-70-6544-19 ANNUAL LEASE/UTILITIES	1,817.22	17,853.47	26,500.00	8,646.53	67.4
17-70-6544-20 PEDESTRIAN CROSSING SIGNALS	.00	28,995.00	75,000.00	46,005.00	38.7
17-70-8017-00 PARKS & OPEN - PROFESSIONAL	.00	.00	15,000.00	15,000.00	.0
17-70-8018-00 TRANSPORTATION EXPENDITURES	.00	1,000.00	30,000.00	29,000.00	3.3
17-70-8018-02 HWY 34/LARIMER PKWY SIGNAL	18,165.64	30,940.01	.00	(30,940.01)	.0
TOTAL DEPARTMENT 70	19,982.86	179,199.31	272,700.00	93,500.69	65.7
TOTAL FUND EXPENDITURES	19,982.86	179,199.31	272,700.00	93,500.69	65.7
NET REVENUE OVER EXPENDITURES	78,611.79	2,394,558.44	597,300.00	(1,797,258.44)	400.9

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2018

STREET MAINTENANCE FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
20-70-7020-00 STREET MAINTENANCE	<u>.00</u>	<u>271,494.11</u>	<u>300,000.00</u>	<u>28,505.89</u>	<u>90.5</u>
TOTAL DEPARTMENT 70	<u>.00</u>	<u>271,494.11</u>	<u>300,000.00</u>	<u>28,505.89</u>	<u>90.5</u>
TOTAL FUND EXPENDITURES	<u>.00</u>	<u>271,494.11</u>	<u>300,000.00</u>	<u>28,505.89</u>	<u>90.5</u>
NET REVENUE OVER EXPENDITURES	<u>28,308.57</u>	<u>6,486.27</u>	<u>5,500.00</u>	<u>(986.27)</u>	<u>117.9</u>

WATER AGREEMENT

**WATER AGREEMENT
BETWEEN TOWN OF JOHNSTOWN AND
KETO COLORADO ENTERPRISES, LLC**

THIS WATER AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2018, by and between THE TOWN OF JOHNSTOWN, a Colorado home rule municipal corporation ("Town"), and KETO COLORADO ENTERPRISES, a Colorado limited liability company ("Keto"), collectively referred to as "the Parties."

WITNESSETH:

WHEREAS, Keto is the owner of a parcel of land situated in the Town of Johnstown, County of Weld, 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, on or about September 18, 2006, the Town and Keto entered into an Annexation Agreement, referred to as the Keto 161 Annexation ("Annexation Agreement"); and

WHEREAS, subsequent to execution of the Annexation Agreement, Keto annexed the Property into the Town; and

WHEREAS, the Annexation Agreement provides that Keto "shall offer to the Town for dedication all water rights and lateral ditch company rights appurtenant to the Property. Further, [Keto] shall dedicate to the Town all appurtenant water rights no later than the date of approval of the final plat of the first phase of the project;" and

WHEREAS, among potentially other water rights and lateral ditch company rights, Keto owns units of the Colorado Big Thompson Project ("CBT units") that are appurtenant to the Property; and

WHEREAS, when the opportunity arises, Keto desires to trade one-hundred and twenty (120) of his CBT units for shares of the Consolidated Home Supply Ditch & Reservoir Company ("Home Supply shares") and then dedicate the Home Supply shares to the Town; and

WHEREAS, based on the terms and conditions set forth in this Agreement, the Town agrees that Keto may exchange the CBT units appurtenant to the Property for Home Supply shares.

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

1. **Recitals.** The Recitals are incorporated into the Agreement as if fully set forth herein.

2. **Water Rights Exchange.** Pursuant to the terms of this Agreement, Keto may sell, trade or exchange: (1) up to 22.5 CBT units appurtenant to the Property for each Home Supply share changed to municipal uses; or (2) up to 18 CBT units appurtenant to the Property for each Home Supply share not changed to municipal uses. Keto shall provide written notice to the Town prior to the sale, trade or exchange contemplated herein and shall promptly provide notice subsequent to the consummation of the transaction, which notice shall include identification by certificate number of the acquired Home Supply share(s).

3. **Dedication of the Home Supply Shares.** As a condition of this Agreement, Keto agrees that the obligations contained in Paragraph 9 of the Annexation Agreement shall extend to the newly-acquired Home Supply shares and that the Home Supply shares shall be dedicated to the Town no later than the date of approval of the final plat for the first phase of the development of the Property. Consistent therewith, absent written approval of Town Council, Keto shall not be entitled to sell, transfer or convey the Home Supply shares to a third party.

4. **Water Credit.** Upon dedication of the Home Supply shares contemplated by this Agreement and the dedication of all other water rights and lateral ditch company rights appurtenant to the Property, the Town shall provide a raw water credit to Keto toward satisfaction of the raw water requirements for development of the Property, in the amount set forth in the Johnstown Municipal Code, as amended from time to time. Keto understands and agrees that the water that is dedicated to the Town pursuant to the Annexation Agreement and pursuant to this Agreement may not be sufficient to satisfy the raw water requirements for the development.

5. **Annexation Agreement.** Except as modified herein, the Annexation Agreement shall remain in full force and effect and Keto, among the other requirements contained in the Annexation Agreement, shall remain obligated to dedicate to the Town all appurtenant water rights no later than the date of approval of the final plat of the first phase of the development.

6. **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 KETO:
Keto Colorado Enterprises, LLC
Attn: Eric Keto
12 Granison Road
Weston, MA 02493

TO THE TOWN:
Town of Johnstown
Attn: Town Clerk
450 S. Parish Ave.
Johnstown, CO 80534

The addresses for notices may be changed by written notice given to the other Party in the manner provided above. Notice may also be sent via e-mail delivery and shall be effective upon confirmation of receipt of the email.

7. **Successors and Assigns.** Upon written notice and approval of the Town, Keto may assign this Agreement to a developer of the Property or to a successor entity.

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

9. **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.

10. **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.

11. **Choice of Laws and Venue.** This Agreement and the rights and obligations of the Parties hereto shall be governed by the laws of the State of Colorado. Venue for any claim, proceeding or action shall be in Weld County, State of Colorado.

12. **Entire Agreement.** Except with respect to the Annexation 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.

13. **Findings.** The Town hereby finds and determines that execution of this Agreement is in the best interests of the public health, safety and general welfare of the citizens of the Town and the provisions of this Agreement are consistent with the laws, regulations and policies of the Town.

14. **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.

[Remainder of page intentionally left blank.]

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

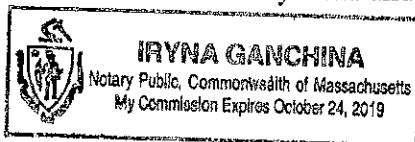
KETO COLORADO ENTERPRISES, LLC

By: Eric Keto
Eric Keto, Managing Member

STATE OF Massachusetts)
COUNTY OF Middlesex) ss.

SUBSCRIBED AND SWORN to before me this 31 day of October, 2018,
by Eric Keto, as Authorized Person of Keto Colorado Enterprises, LLC.

WITNESS my hand and official seal.



[Signature]
Notary Public

My commission expires: 10/24/2019

458 Boston Post Rd Weston
Address

ATTEST:

TOWN OF JOHNSTOWN, COLORADO
a municipal corporation

By: _____
Diana Seele, Town Clerk

By: _____
Scott James, Mayor

WATER AGREEMENT

WATER AND SEWER SERVICE AGREEMENT

THIS WATER AND SEWER SERVICE AGREEMENT is made and entered into this ____ day of _____, 2018, by and between **BPCO PROPERTIES, LLC** a Colorado Limited Liability Company ("Developer") and **THE TOWN OF JOHNSTOWN**, a Colorado municipal corporation, ("Town"), collectively sometimes referred to as the "Parties".

WITNESSETH:

WHEREAS, the Developer owns an interest in land within the Section 14, Township 5 North, Range 68 West of the 6th P.M., also known as Lot 1, 2534 Filing No. 1, Fourth Re-Plat, more specifically described in the attached Exhibit A ("Subject Property"); and

WHEREAS, the Subject Property has been annexed to the Town and was the subject of an Annexation Agreement dated November 3, 2006; and

WHEREAS, the Subject Property is being developed as a retail automotive repair facility known as Brakes Plus at 2534 ("Project"); 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, as amended, ("Ordinance"), Developer has submitted to the Town a preliminary Water and Sewer Demand Analysis (June 4, 2018) for the Project. Said analysis was received by the Town and is on file with the Town and as modified by the Town's Water Engineer by memorandum dated June 26, 2018, is hereby accepted by the Town. The analysis provided by Developer addresses the projected water and sewer demands for the Project as follows:

Development Component	Demand (AF/YR)	Consumption (AF/YR)
In-Building	0.10	0.005
Landscape Irrigation (non-potable)	0.56	0.476
Total	0.66	0.481

2. Water Rights Dedication.

a. Potable Supply. As a result of prior dedications and adjustments associated with the 2534 Development, there is currently a surplus dedication credit with the Town of approximately 32.62 acre-feet per year of potable water. The Parties and the Gerrard Family Partnership, LLLP and Thompson Ranch Development Company have agreed that this credit shall be applied to meet the potable water demands of the Project. Evidence of the agreement is attached as Exhibit B.

b. Non-Potable Supply. As a result of prior dedications associated with the 2534 Development, there is currently a surplus dedication credit with the Town of approximately 184.86 acre-feet per year of non-potable water under shares from the Farmers Canal. The Parties and the Gerrard Family Partnership, LLLP and Thompson Ranch Development Company have agreed that this credit shall be applied to meet the non-potable water demands of the Project. Evidence of the agreement is attached as Exhibit B.

3. Commitment to serve. Subject to Developer's performance of all the covenants contained herein and payment of all required fees, the Town commits to provide to the Project up to 0.10 acre-feet per year of potable water supply together with the corresponding sewer service and up to 0.56 acre-feet per year non-potable water supply for landscape irrigation.

4. 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 Project, 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 based on actual water usage.

5. Payment of Water Court Transfer fees. The Water Court transfer fee for both the potable water supply and non-potable water supply was previously paid to the Town as part of the 2534 Water Bank. However, in accordance with the Ordinance, additional fees may 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.

6. 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:

Dean Pisciotta
BPCO Properties, LLC
6911 S. Yosemite St.
Centennial, CO 80112

TO THE TOWN:

Town of Johnstown
c/o Town Clerk
450 S. Parish Ave.
Johnstown, CO 80534

**WITH A COPY TO
THE TOWN ATTORNEYS:**

Avi Rocklin, Esq.
Johnstown Town Attorney
1437 N. Denver Avenue, #330
Loveland, CO 80538

Peter J. Ampe
Hill & Robbins, P.C.
1660 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 and the non-defaulting Party desires to seek recourse, the Parties shall participate in mediation, the costs of which shall be shared equally by both Parties. If mediation is not successful after a ninety-day period, either Party may then commence an action in a court of competent jurisdiction in Larimer County, Colorado, and 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 Town, if 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. Venue for any claim, proceeding or action shall be in Larimer or Weld County, State of Colorado.

16. Entire agreement and Authorization. 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. Each of the undersigned represents to the others that he/she is authorized by his/her respective entity to execute this Agreement on behalf of that entity.

17. Recordation. This Agreement may be recorded by the Town at Developer's expense in the office of the Clerk and Recorder of Larimer County, Colorado, and, effective as of the date of such recordation, this Agreement shall run with the Subject Property, shall be binding upon the Parties hereto and the permitted successors and assigns of the Developer and shall 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

BPCO PROPERTIES, LLC

By: 

Dean Pisciotto

Title: Manager

STATE OF COLORADO)
) ss
COUNTY OF Arapahoe)

SUBSCRIBED AND SWORN to before me this 24th day of October, 2018 by Dean Pisciotto

Witness my hand and official seal.

Amanda R. Gomez

Notary Public - State of Colorado

Notary ID 20094003865

My Commission Expires December 28, 2019


Notary Public

Amanda R. Gomez

1411 S. Yosemite St. Centennial, CO 80112
Address

320.274.2623
Telephone

My Commission Expires: December 28, 2019

TOWN OF JOHNSTOWN, COLORADO,
a municipal corporation

By: _____
Scott James, Mayor

ATTEST:

By: _____
Town Clerk

APPROVED AS TO FORM:

Avi Rocklin
Johnstown Town Attorney

EXHIBIT A

Legal Description

Lot 1, 2534 Filing No. 1, Fourth Re-Plat, Town of Johnstown, County of Larimer, State of Colorado.

EXHIBIT B

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 Brakes Plus, and any successor occupant of the premises at the same location, pursuant to the Water and Sewer Service Agreement between _____ and the Town of Johnstown dated _____, 20____. The amount of such allocated raw water credit is calculated to be 0.10 acre-feet per year for In-Building Use and 0.56 acre-feet per year for Irrigation Use, subject to adjustment pursuant to the terms of the Water Sewer Service Agreement.

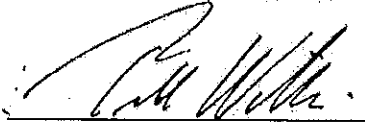
GERRARD FAMILY LIMITED PARTNERSHIP, LLLP



Dated: 11/8/18

Nathan Gerrard, Partner
Gerrard Family Limited Partnership, LLLP

THOMPSON RANCH DEVELOPMENT COMPANY



Dated: 11/7/18

Todd Williams, Vice President
Thompson Ranch Development Company

**JOHNSTOWN MILLIKEN
CHAMBER OF COMMERCE
AGREEMENT**

AGREEMENT FOR SERVICES BETWEEN
THE TOWN OF JOHNSTOWN AND
THE JOHNSTOWN-MILLIKEN CHAMBER OF COMMERCE

This Agreement for Services ("Agreement") is entered into on November ____, 2018 ("Effective Date") by and between the Town of Johnstown, a Colorado home rule municipal corporation ("Town"), and the Johnstown-Milliken Chamber of Commerce, a Colorado non-profit corporation ("Chamber") (each individually a "Party" and collectively the "Parties").

RECITALS

- A. The Chamber is a volunteer-based organization serving the interests of the business community, which includes an ongoing commitment to the Town of Johnstown as reflected in its mission statement: "to promote the business interests of its members and to enhance the economic well-being of its community."
- B. In order to carry out its mission, the Chamber, among other matters, develops, provides, promotes and manages events in the Town. These events benefit Johnstown residents and visitors by providing a source of recreation and community enjoyment, and benefit the Town by increasing exposure to and showcasing the Town's dynamic character in areas including but not limited to the Downtown, 2534 Commercial area, industrial parks, and high quality residential living .
- C. The Chamber has established a new strategic plan that is focused on three (3) primary strategic objectives designed to achieve economic success ("Strategic Plan"). Specifically, the strategic goals are:
 - a. Attracting new businesses;
 - b. Building and growing the current business community; and
 - c. Connect businesses and residents (collectively, "Strategic Goals").
- D. In recognition of these benefits, the Town desires to provide financial support to the Chamber in exchange for the provision of services described herein, with a formal agreement to memorialize the partnership.
- E. The Parties now desire to memorialize and formalize the terms of this exchange, as provided in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

- 1. **Services.** The Chamber shall implement its Strategic Plan and Strategic Goals and shall develop, provide, promote and manage Chamber events that benefit the Johnstown residents and business community (the "Services"). Upon request of the Chamber, the Town agrees to provide direction, assistance and cooperation in advancing the fulfillment of the Services.
- 2. **Term and Termination.** The term of this Agreement shall commence on the Effective Date and continue until terminated as provided herein. Either Party may terminate this Agreement, with or without cause, by providing the other Party with fifteen (15) days written notice. The Town shall notify the Chamber if funding appropriations by the Town Council have not been approved not later than January 15 of each year.
- 3. **Compensation.** In exchange for the Chamber's performance of the Services, the Town shall pay the Chamber Twelve Thousand Dollars (\$12,000) per year. The initial payment for the 2018 calendar year in the amount of \$12,000 shall be made within fifteen (15) days of the Effective Date of this Agreement. Thereafter, with thirty days of receipt of a quarterly invoice from the Chamber, provided on or before January 1, April 1, July 1 and October 1 of a given year, the

Town shall make four annual payments to the Chamber in the amount of \$3,000 each. Future payments shall be subject to approval and appropriations for the respective fiscal year and subject to the Chamber's compliance with the Reporting Requirements detailed in this Agreement. The Town, in its discretion, may revise, decrease or increase the compensation paid to Chamber. If the Town revises the amount of the compensation, the Town agrees to provide within thirty (30) days written notice to the Chamber.

4. Notice. All notices permitted or required under this Agreement shall be given to the respective Party at the following address, or at such other address as the respective Party may provide in writing for this purpose:

Chamber: Johnstown-Milliken Chamber of Commerce
P.O. Box 501
Johnstown, CO 80534
ATTN: Executive Director

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

Such notice shall be deemed given when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

5. Amendments. Any alternations, variations, modifications, or waivers of provisions of the Agreement, unless specifically allowed in this Agreement, shall be valid only when they have been reduced to writing, and duly signed and approved by authorized representatives of both Parties.
6. Entire Agreement; Waiver; Assignment. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous negotiations, understandings or agreements, whether written or oral. No waiver of any term, condition or default of this Agreement shall be deemed a continuing waiver of the same or other term, condition or default. Except as otherwise provided herein, the Parties shall not assign, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other Party. Any such assignment shall, at the option of the Town, immediately void this Agreement.
7. No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties under this Agreement.
8. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same fully executed instrument.
9. Authority to Execute Agreement. Town and Chamber each warrant that the individual who has signed this Agreement on its respective behalf has the legal power, right and authority to enter into this Agreement so as to bind the respective Party for whom they sign to the terms of this Agreement.
10. Non-Appropriation. 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.
11. Headings. The headings used herein are for convenience purposes only and shall not limit the meaning of the language contained herein.

REQUIRED REPORTING

As a material term of this Agreement, the Chamber shall provide an annual written report to the Johnstown Town Council no later than May 31 regarding its previous year's activities. The report shall include, at a minimum:

1. A summary and analysis of the specific steps taken to implement the Strategic Plan and the Strategic Goals.
2. A summary and analysis of the Chamber's events that occurred during the previous year. While subject to change by the Chamber for good cause, the Town anticipates that the Chamber will annually sponsor, at a minimum, the following events: (1) Johnstown Fall Fest; (2) Downtown Trick or Treat; (3) Taste of Johnstown; (4) Citizen of the Year Dinner; and (5) Businessperson of the Year/State of the Town Dinner.
3. If available, data that measures the Chamber's success in both economic development and in tourism promotion, including employment opportunities.
4. A summary report of Johnstown businesses that received direct assistance from the Chamber for business retention or expansion, including the total number of businesses that contacted the Chamber or that were contacted by the Chamber.
5. A summary report of prospective businesses the Chamber talked with about relocating or opening in Johnstown, including the total number of businesses that contacted the Chamber or that were contacted by the Chamber.
6. The specific promotion activities undertaken by the Chamber for the purpose of attracting visitors to Johnstown, including samples of advertising. The Town anticipates that the Chamber's advertising will include a depiction of family, quality of life and educational opportunities in the Town.
7. The Chamber's analysis of the viability of new festivals and events for supporting additional tourism in the fall and spring, including, but not limited to, the Chamber's efforts to coordinate with other recipients of cultural and economic grants from the Town.
8. A summary report of the Chamber's outreach efforts to other organizations, businesses, and people to advance the goals set forth herein.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures this ____ day of November, 2018.

TOWN OF JOHNSTOWN, COLORADO

JOHNSTOWN-MILLIKEN CHAMBER OF
COMMERCE

By: _____
Scott James, Mayor

By: _____
_____, President

ATTEST:

By: _____
Diana Seele, Town Clerk

AGENDA ITEM 7

TOWN MANAGER REPORT



TOWN OF JOHNSTOWN

MEMORANDUM

TO: Honorable Mayor and Town Council Members

FROM: Matt LeCerf, Interim Town Manager

DATE: November 19, 2018

CC: Town Staff
Local Media

SUBJECT: Departmental Report

Upcoming Town Council Work Sessions – If there are topics that the Council would like staff to schedule for discussion, please let me know. The following topics are recommended for Council discussion (all meetings will be held in the Town Council Chambers unless otherwise indicated):

- 11/26/2018 – Work Session (None Scheduled)
 - 12/03/2018 – Regular Town Council Meeting
 - 12/10/2018 – Work Session (None Scheduled)
 - 12/17/2018 – Regular Town Council Meeting
-

Police Department

Training:

- Sergeant Williams attended SFST instructor re-certification training with CSP. This training certifies Sergeant Williams to teach roadside sobriety testing for other officers.
- Lt. Oglesby attended internal affairs training in Castle Rock. This training shows supervisors how to conduct police misconduct investigations.
- JPD received legal updates training from the Larimer County DA's office. The training is focused on new laws and case laws that have changed or have been implemented from the prior year.
- Officer Wood attended Drug Interdiction training in Loveland, the focus on the training was heroin and fentanyl.
- November 1-2, 2018 Detective Slocum attended Child Fatality Investigation Training located at the Greeley Police Department. This training is targeted to law enforcement investigators who respond to and investigate unexpected child deaths.
- October 25, 2018 red side received 10 hours of drivers training to include Traffic Incident Management presented by CSP, High risk traffic stops, and actual defensive driving maneuvers.

The Community That Cares

Community Policing, Outreach & Miscellaneous Items:

- Officer Kehr spoke to kids at Pioneer Ridge elementary about safe-to-tell, bullying, internet safety and drug awareness.
- Officer Otero and Sergeant Williams took part in the Halloween trick or Treat street event. Pictures of the event were posted on Facebook.
- Commander Sanchez was appointed to the AIMS community college Police Academy Advisory Board.
- *Staffing* – The Police Department is currently working towards being fully staffed. We currently are down 5 officers, one which is a detective position.

Monthly Statistics:

OCTOBER 2018				
Activity	October 2017	October 2018	% Change	YTD totals
Arrests (charges filed)	23	35	+52%	471
Tickets issued	135	110	-18%	1375
Incident reports	133	129	-3%	1274
Code Incidents	65	144	+121%	1388

Administration

- *Finance Director* – The Finance Director position is being advertised on the following web sites: Government Finance Officer Association (GFOA), Colorado Municipal League and the Town of Johnstown. The last day to remit a letter of interest and resume is November 30, 2018.
- *Individual Employee Meetings* – The Manager has been taking time to schedule one on one meetings with each employee in the organization. The focus of the meeting is simply to get to know a little about the team member, find out what they love about working for the Town of Johnstown, and what areas we may need to improve on in the organization for the benefit of the community and the employees. These generally last around 45 minutes and are a great way to meet everyone. The individual meetings should be completed by mid-December.
- *Xpress Bill Pay* – In August 2018 we entered into an agreement with Xpress Bill Pay for automated utility bill payment. Since we began offering the service in early September, we have had 1,589 of our 5,481 utility customers create an account through xpress bill pay. Of these unique customers, 533 have opted for paperless billing and 550 have entered into auto bill pay.
- *Consolidated Home Supply Ditch Company Water Purchase* – The 10 shares of Home Supply Water to be purchased by the Town from Smilin' 11, LLC, S. Reid Ludlow, Jean E. Cowles is scheduled to close on November 19, 2018.

Planning Department

- *Planning & Zoning Commission* – The Planning and Zoning Commission has two vacancies. Town staff has published notices in the Breeze and on the Town website to recruit new members who may be interested in serving their community.

Public Works Department

- *Holiday Decorations* – Crews have been installing Christmas decorations in preparation for the holiday season. The lights will be regularly illuminated right after Thanksgiving.
- *Road grading* – Town Street Crew graded 18 miles of its gravel roads in the Town.
- *Fall Leaves* – Crews continue to pick up leaves in the streets to prevent future maintenance issues of our storm water system. Areas addressed over the past two weeks include Thompson Crossing and Carlson Farms subdivisions.
- *Cemetery Lot* – Crews scraped the north lot of the cemetery. While the area is not planned for use in the near future, we do want to have a nice presentation of the adjacent land for family visiting loved ones.
- *Winter Weather* – While crews didn't need to plow snow from the Veteran's Day winter weather, they did come out on November 12th to salt some of the roads and intersections to proactively prevent accidents on slippery roads and intersections.
- *Fan Press Equipment* – There has been a delivery delay on the fan press the Town ordered for the Low Point WWTP. In lieu of liquidated damages, the company has provided the Town with a temporary unit which is currently onsite and being used in the interim. The ordered unit is scheduled for the second week in December.
- *Sewer Maintenance* – Staff is working to get quotes for a new manhole installation at Estes and North 1st Street. This will help for better collection in the sanitary system.
- *Central WWTP Maintenance* - M & J Electric has made repairs to a 200 horsepower blower at the Central WWTP for better aeration in the treatment process.

AGENDA ITEM 10A

2019

BUDGET

PRESENTATION

(Public Hearing)

PUBLIC HEARING PROCEDURE – 2019 PROPOSED BUDGET

- 1. Open public hearing.**
- 2. Receive information from staff.**
- 3. Ask to hear from anyone who supports the budget.**
- 4. Ask to hear from anyone who opposes the budget.**
- 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 2019 proposed budget**

(SUGGESTED MOTIONS)

For Approval:

I move to approve the 2019 proposed budget.

For Denial:

I move to deny approval of the 2019 proposed budget.

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: November 19, 2018

ITEM NUMBER: 10A

SUBJECT: *Public Hearing- Presentation of 2019 Proposed Budget

ACTION PROPOSED: Approve 2019 Proposed Budget

PRESENTED BY: Town Clerk/Treasurer

AGENDA ITEM DESCRIPTION: Colorado Revised Statutes (C.R.S. 29-1-108(1)) states, in part, the following: "The governing body of the local government shall hold a hearing to consider the adoption of the proposed budget, at which time objections of the electors of the local government shall be considered. The governing body shall revise, alter, increase, decrease the items, as it deems necessary in view of the needs of the various spending agencies and the anticipated revenue of the local government. Adoption of the proposed budget shall be effective only upon an affirmative vote of a majority of the members of the governing body."

Section 29-1-108(2) C.R.S., states, "Before the mill levy is certified pursuant to Section 39-1-111 or 39-5-128, C.R.S., the governing body shall enact an ordinance or resolution adopting the budget and making appropriations for the year."

Should the Town Council approve the proposed budget, resolutions adopting the budget, appropriating the funds and certifying the mill levy will be prepared for the Council's consideration at the December 3, 2018 Council meeting.

LEGAL ADVICE: N/A

FINANCIAL ADVICE: N/A

RECOMMENDED ACTION: Approve 2019 proposed budget.

SUGGESTED MOTIONS:

For Approval: I move to approve the 2019 proposed budget.

For Denial: I move to deny approval of the 2019 proposed budget.

Reviewed:

Town Manager

Town of

Johnstown

PROPOSED

2019 Budget

November 19, 2018

General Fund

TOWN	OF JOHNSTOWN							GENERAL FUND - 01
ACCT NO	ACCOUNT NAME	2015 ACTUAL	2016 ACTUAL	2017 ACTUAL	2018 PROJECTED	2018 BUDGET	2019 BUDGET	NOTES
GENERAL FUND REVENUE - 01								
4001	Beginning Fund Balance	24,245,409	28,165,164	33,527,956	38,702,245	36,458,000	43,414,300	
	TAXES							
4010	Property Tax	3,501,722	4,467,351	4,181,348	6,000,000	3,950,000	5,700,000	
	2000 Election Library Tax 1.8mil	0	0	0	0	300,000	315,000	
4020	Specific Ownership	269,204	315,681	349,366	320,000	280,000	325,000	
4030	Franchise Tax	395,387	400,561	422,998	423,000	395,000	425,000	
4040	Penalties on Del. Taxes	1,590	2,476	2,499	2,500	3,000	2,500	
4070	Sales Tax	2,454,849	3,162,327	3,563,193	3,700,000	3,200,000	3,800,000	
4075	Lodging Tax	0	16,711	116,397	100,000	85,000	105,000	
4080	Severance Tax	491,237	275,332	220,105	50,000	50,000	50,000	
	SUB-TOTAL	7,113,989	8,640,439	8,855,906	10,595,500	8,263,000	10,722,500	
	LICENSES & PERMITS							
4110	Beer & Liquor Licenses	962	3,045	3,909	2,900	1,800	2,500	
4120	Business Licenses	12,647	14,940	24,133	19,000	14,000	19,000	
4130	Building Permits	564,481	1,016,272	789,495	600,000	475,000	475,000	
4140	Dog Licenses	2,692	2,630	2,673	2,400	2,300	2,500	
	Sub-Total	580,782	1,036,887	820,210	624,300	493,100	499,000	
	INTERGOVERN REVENUES							
4210	Cigarette Tax	16,159	17,588	17,017	16,500	14,000	15,800	
4220	Highway Users Tax	407,029	416,429	446,349	450,000	380,000	455,000	
4230	Motor Vehicle Reg. Fees	49,147	54,484	50,208	49,000	45,000	45,000	
4240	Road & Bridge	99,279	119,659	116,351	112,000	90,000	115,000	
	Sub-Total	571,614	608,160	629,925	627,500	529,000	630,800	
	CHARGES FOR SERVICES							
4310	Cemetery	36,532	42,096	34,886	25,000	22,000	22,000	
4320	Trash Fees	494,543	522,936	613,298	643,000	640,000	658,000	
4330	Other	5,989	55,822	36,170	3,000	900	1,000	
	Fishing Permits	843	765	1,039	700	600	600	
4340	Police Dept. Services	424	270	845	500	200	500	
4530	Planning Fees	23,017	16,378	5,234	28,000	5,000	5,000	
4510	Reservation/Rent Fees	17,829	16,249	20,000	10,000	11,000	10,000	
	Sub-Total	579,177	654,516	711,472	710,200	679,700	697,100	

TOWN	OF JOHNSTOWN							GENERAL FUND - 01
ACCT	ACCOUNT	2015	2016	2017	2018	2018	2019	
NO	NAME	ACTUAL	ACTUAL	ACTUAL	PROJECTED	BUDGET	BUDGET	NOTES
	FINES & FORFEITS							
4410	Court Fines	125,935	145,797	193,169	120,000	120,000	125,000	
4420	Court Surcharges	18,447	26,770	33,628	18,000	18,000	18,600	
	Sub-Total	144,382	172,567	226,797	138,000	138,000	143,600	
	MISCELLANEOUS REVENUE							
4610	Interest Income	94,000	160,083	191,923	150,000	65,000	75,000	
	Transfer from Water Fund	43,350	43,350	0	0	0	0	
	Grants	0	0	8,016	0	0	0	
4570	School District	29,077	27,207	24,820	31,000	31,000	31,000	
	Refund of Expenditures	7,929	23,198	17,495	22,000	5,000	7,000	
	Sub-Total	174,356	253,838	242,254	203,000	101,000	113,000	
	GENERAL FUND REVENUE TOTAL	9,164,300	11,366,407	11,486,564	12,898,500	10,203,800	12,806,000	
	AVAILABLE RESOURCES	33,409,709	45,652,560	45,014,520	51,600,745	46,661,800	56,220,300	

TOWN	OF JOHNSTOWN							GENERAL FUND - 01
ACCT NO	ACCOUNT NAME	2015 ACTUAL	2016 ACTUAL	2017 ACTUAL	2018 PROJECTED	2018 BUDGET	2019 BUDGET	NOTES
	LEGISLATIVE EXPENDITURES							
5070	Workmen's Compensation	1,000	742	591	1,000	1,200	1,200	
	Council Members Comp.	19,625	20,675	19,350	20,800	22,800	22,800	
	Payroll Taxes	1,501	1,582	1,480	1,600	1,800	1,800	
	Personnel Services Total	22,126	22,999	21,421	23,400	25,800	25,800	
8016	Professional Services	1,607	4,274	509	3,000	4,000	43,000	
	Training	0	0	0	1,000	3,000	3,000	
	Council Outreach	0	0	891	1,500	1,500	1,500	
	Equipment/Software	143	958	1,141	2,500	2,500	4,500	
	Insurance	782	900	1,000	1,000	1,000	1,100	
	Operating & Maintenance Total	2,532	6,132	3,541	9,000	12,000	53,100	
	LEGISLATIVE EXPENDITURES TOTAL	24,658	29,131	24,962	32,400	37,800	78,900	
	MUNICIPAL COURT EXPENDITURES							
5011	Judge Services	13,984	14,084	19,308	17,000	17,000	17,500	
5012	Pros. Attorney - Services	32,370	26,040	34,790	32,000	32,000	32,500	
	Personnel Services Total	46,354	40,124	54,098	49,000	49,000	50,000	
6505	Office Supplies	799	780	551	1,000	1,000	1,000	
8016	Professional Services	0	85	0	100	100	100	
	Operating & Maintenance Total	799	865	551	1,100	1,100	1,100	
	MUNICIPAL COURT EXPENDITURES TOTAL	47,153	40,989	54,649	50,100	50,100	51,100	
	ELECTION EXPENDITURES							
6413	Publishing	0	57	43	100	700	500	
6526	Supplies	0	14,159	0	17,650	17,000	17,800	
8017	Election Judges	0	672	0	1,050	900	1,000	
	Coordinated Election / County	8,252	0	0	0	0	0	
	Operating & Maintenance Total	8,252	14,888	43	18,800	18,600	19,300	
	ELECTION EXPENDITURES TOTAL	8,252	14,888	43	18,800	18,600	19,300	

TOWN	OF JOHNSTOWN							GENERAL FUND - 01
ACCT NO	ACCOUNT NAME	2015 ACTUAL	2016 ACTUAL	2017 ACTUAL	2018 PROJECTED	2018 BUDGET	2019 BUDGET	NOTES
	ADMINISTRATION EXPENDITURES							
5010	Wages - Full Time	78,033	69,551	71,550	78,000	97,000	121,000	
	Overtime	169	167	107	600	600	600	
5011	Wages - Part Time	4,173	6,234	5,090	6,200	7,500	6,800	
5015	Cleaning	2,311	2,583	2,583	3,200	3,500	3,200	
5025	Manager Salary	49,407	54,278	54,939	57,100	57,100	50,000	
5012	Hourly Communications Staff	5,365	13,378	12,656	18,000	18,000	19,000	
5050	Payroll Taxes	9,237	9,984	10,069	12,300	14,300	15,500	
5060	Employee Retirement	7,917	7,807	9,615	10,800	12,800	14,200	
5065	Health Insurance	24,353	18,694	17,822	23,000	33,000	32,000	
5070	Workers Compensation Ins.	700	800	579	1,000	1,000	1,100	
	Personnel Services Total	181,665	183,476	185,010	210,200	244,800	263,400	
6010	Utilities	4,856	5,122	4,635	5,000	6,000	5,200	
6505	Office Supplies	6,568	5,660	5,674	6,300	6,700	6,500	
	Utility Bill Mailing	4,026	7,843	8,161	8,300	8,300	8,600	
6510	Telephone	1,807	1,691	1,806	1,900	2,000	2,000	
6511	Training	115	246	0	1,000	1,000	1,000	
6513	Publish/Record	2,817	1,879	2,454	3,000	5,000	4,000	
6515	Dues/Subscriptions	2,397	2,680	2,584	2,900	2,900	2,900	
6518	Cleaning Supplies	1,190	1,028	1,353	1,600	1,700	1,600	
6520	Mileage & Expenses	1,300	463	118	1,100	2,000	1,500	
6522	Insurance	13,825	15,000	9,781	13,700	15,700	15,700	
7020	Maintenance & Repairs	2,911	1,520	1,471	2,800	3,800	3,000	
8010	Audit	9,200	2,125	2,500	3,000	3,000	3,200	
8012	Comp. Professional Services	7,701	7,475	6,702	10,500	10,500	11,000	
8014	Legal	41,924	43,728	37,821	42,000	42,000	43,000	
8016	Salary Study Fees	880	0	0	800	1,500	1,000	
8017	Professional Services	0	1,050	238	2,000	2,000	1,000	
	Profess. Services - Taping meet.	6,257	6,395	6,413	6,000	7,000	6,500	
8019	Treasurer's Fees	48,314	62,747	57,561	78,000	59,000	80,000	
9028	Communications	0	38	0	700	700	700	
	Operating & Maintenance Total	156,088	166,690	149,272	190,600	180,800	198,400	

TOWN	OF JOHNSTOWN							GENERAL FUND - 01
ACCT	ACCOUNT	2015	2016	2017	2018	2018	2019	
NO	NAME	ACTUAL	ACTUAL	ACTUAL	PROJECTED	BUDGET	BUDGET	NOTES
8440	Computer & Software	8,294	0	159	3,000	3,000	2,500	
	Miscellaneous Office Eqpt.	0	0	218	500	500	500	
	Capital Outlay Total	8,294	0	377	3,500	3,500	3,000	
ADMINISTRATION								
EXPENDITURES TOTAL		346,047	350,166	334,659	404,300	429,100	464,800	

TOWN	OF JOHNSTOWN							GENERAL FUND - 01
ACCT	ACCOUNT	2015	2016	2017	2018	2018	2019	
NO	NAME	ACTUAL	ACTUAL	ACTUAL	PROJECTED	BUDGET	BUDGET	NOTES
	PLANNING AND ZONING EXPENDITURES							
5010	Wages - Full Time	112,317	113,483	117,102	122,300	132,000	138,000	
5050	Payroll Taxes	8,163	8,493	8,804	9,300	10,000	10,600	
5060	Retirement	10,002	10,400	10,815	11,300	12,100	12,700	
5065	Health Insurance	16,649	15,625	17,033	17,100	26,000	22,000	
5070	Worker's Compensation	777	742	579	900	1,700	1,200	
	Personnel Services Total	147,908	148,743	154,333	160,900	181,800	184,500	
6010	Utilities	3,156	2,298	2,280	2,000	3,000	2,500	
6505	Office Supplies	965	697	1,056	2,000	2,500	2,200	
6510	Telephone	1,259	1,485	1,600	1,400	1,400	1,500	
6511	Training	0	0	0	500	500	500	
6513	Publish/Record	19	29	146	100	200	500	
6515	Dues/Subscriptions	485	400	461	800	800	800	
	Mileage/Expenses	48	0	28	100	100	100	
	Insurance	2,100	2,400	2,500	3,000	3,000	3,200	
	Computer Professional Services	0	1,696	2,034	2,000	2,000	2,100	
8017	Professional Services	3,309	3,870	3,493	11,500	15,000	15,000	
	North Front Range MPO	3,900	5,100	6,753	9,000	6,900	9,200	
8016	Legal	0	124	231	500	500	500	
	Operating & Maintenance Total	15,241	18,099	20,582	32,900	35,900	38,100	
8440	Machinery & Equipment	0	0	0	500	300	300	
	Capital Outlay Total	0	0	0	500	300	300	
	PLANNING AND ZONING							
	EXPENDITURES TOTAL	163,149	166,842	174,915	194,300	218,000	222,900	

TOWN	OF JOHNSTOWN							GENERAL FUND - 01
ACCT	ACCOUNT	2015	2016	2017	2018	2018	2019	
NO	NAME	ACTUAL	ACTUAL	ACTUAL	PROJECTED	BUDGET	BUDGET	NOTES
	POLICE DEPARTMENT EXPENDITURES							
5010	Wages - Full time	939,782	1,012,404	1,098,757	1,375,000	1,375,000	1,560,000	
50103	Overtime	12,266	5,367	1,926	13,500	13,500	13,500	
5013	Clerical Wages	58,244	33,429	34,400	37,700	37,700	84,500	
	Part-time Wages	0	24,510	48,213	59,000	59,000	41,000	
5050	Payroll Taxes	72,222	79,495	88,546	114,000	114,000	131,000	
5060	Retirement	53,064	58,621	63,608	79,000	80,000	91,000	
5065	Health Insurance	245,605	230,048	237,612	279,000	341,000	361,100	
5070	Workmen's Compensation	37,897	35,599	27,186	28,000	40,000	35,000	
	Personnel Services Total	1,419,080	1,479,473	1,600,248	1,985,200	2,060,200	2,317,100	
6010	Utilities	13,926	12,348	13,139	13,700	14,000	14,000	
6505	Office Expenses	4,869	6,706	7,417	6,800	6,800	8,000	
6510	Telephone	6,283	6,371	7,316	8,500	10,500	9,500	
6511	Training	9,809	9,155	7,762	11,000	11,000	13,000	
6513	Publish/Record	933	503	649	1,100	1,500	1,000	
6515	Dues & Subscriptions	35	436	489	1,000	1,200	1,000	
6518	Cleaning Services	6,968	8,258	8,796	8,500	8,500	11,500	
6522	Insurance	42,223	46,396	43,738	48,500	50,500	51,500	
6524	Gas & Oil	19,700	21,638	24,282	30,400	26,400	31,000	
6526	Operating Supplies	3,806	4,434	6,042	6,500	6,500	6,500	
6527	Uniforms	3,399	3,733	4,997	9,000	9,000	9,500	
6528	Radio Maintenance	8,093	15,613	19,084	26,500	26,500	41,000	
7010	Building Repair & Maintenance	1,340	4,207	6,049	8,000	8,000	8,000	
7020	Repairs & Maintenance	8,076	10,913	12,182	13,500	13,500	14,000	
8012	Computer Professional Services	13,909	8,918	8,277	10,000	10,000	10,000	
8014	Legal	4,350	3,100	357	2,500	2,500	2,500	
8016	Professional Services	3,106	4,865	7,303	6,000	5,000	8,000	
8017	Juvenile Assessment Center	5,340	5,340	5,340	5,400	5,400	5,800	
8021	Computer Link to Records	7,740	8,987	9,592	10,500	10,500	10,500	
9022	Jail Fees	119	349	295	500	1,500	1,000	
9028	Community Services	2,453	1,055	1,416	2,000	2,000	2,000	
9028	Task Force	2,000	2,000	2,000	2,000	2,000	2,000	
9028	Records Contract	4,268	4,477	0	9,000	9,000	12,000	
9028	School Resource Officer	0	0	4,686	0	0	0	
	Operating & Maintenance Total	172,745	189,802	201,208	240,900	241,800	273,300	

TOWN	OF JOHNSTOWN							GENERAL FUND - 01
ACCT	ACCOUNT	2015	2016	2017	2018	2018	2019	
NO	NAME	ACTUAL	ACTUAL	ACTUAL	PROJECTED	BUDGET	BUDGET	NOTES
6544.02	Computer System	1,340	18	480	2,500	2,500	2,500	
6544.04	Radar Gun	3,950	4,699	5,017	2,500	2,500	1,500	
6544.06	Vests	3,640	1,655	0	5,000	5,000	5,000	
6544.07	Camera/Investigation Eqpt.	2,697	1,925	2,831	3,500	3,500	3,500	
6544.09	Shooting Range Supplies	1,848	3,187	2,636	3,600	3,600	4,000	
6544.11	Police equipment	1,810	11,808	8,429	10,000	10,000	10,000	
6544.10	Office Improvements	232	1,276	755	3,000	3,000	3,000	
	Capital Outlay Total	15,517	24,568	20,148	30,100	30,100	29,500	
POLICE DEPARTMENT								
EXPENDITURES TOTAL		1,607,342	1,693,843	1,821,604	2,256,200	2,332,100	2,619,900	

TOWN	OF JOHNSTOWN							GENERAL FUND - 01
ACCT	ACCOUNT	2015	2016	2017	2018	2018	2019	
NO	NAME	ACTUAL	ACTUAL	ACTUAL	PROJECTED	BUDGET	BUDGET	NOTES
	BUILDING INSPECTIONS EXPENDITURES							
5010	Wages Full Time	22,332	23,590	27,904	37,600	37,600	39,100	
5050	Payroll Taxes	1,598	1,748	2,064	2,900	2,900	3,000	
5060	Retirement	902	985	1,169	1,600	1,600	1,800	
5065	Health Insurance	4,425	4,161	4,847	7,000	7,000	7,500	
5070	Workmen's Compensation	905	800	589	1,000	1,400	1,200	
	Personnel Services Total	30,162	31,284	36,573	50,100	50,500	52,600	
6010	Utilities	3,705	2,661	2,684	2,900	3,900	3,100	
6505	Office Expense	1,413	1,158	1,580	1,600	3,800	1,900	
6510	Telephone	1,440	1,485	1,601	1,600	1,600	1,700	
6511	Training	35	25	0	500	500	500	
6513	Publish/Record	0	0	0	500	500	500	
6515	Dues & Subscriptions	160	0	245	100	200	100	
6518	Cleaning Supplies	540	895	1,038	1,000	1,000	1,000	
6522	Insurance	7,277	8,200	7,380	7,400	8,700	7,800	
6526	Operating Supplies	41	536	619	1,000	2,000	1,000	
7020	Repair & Maintenance	571	483	875	1,500	2,000	1,600	
8012	Comp. Professional Services	2,901	3,030	2,666	3,600	3,600	3,700	
8014	Legal	0	0	500	500	500	500	
8016	Professional Services	74,090	103,200	112,800	112,800	127,000	113,000	
	Operating & Maintenance Total	92,173	121,673	131,988	135,000	155,300	136,400	
	BUILDING INSPECTIONS							
	EXPENDITURES TOTAL	122,335	152,957	168,561	185,100	205,800	189,000	

TOWN	OF JOHNSTOWN							GENERAL FUND - 01
ACCT NO	ACCOUNT NAME	2015 ACTUAL	2016 ACTUAL	2017 ACTUAL	2018 PROJECTED	2018 BUDGET	2019 BUDGET	NOTES
	STREETS EXPENDITURES							
5010	Wages - Full Time	244,826	229,129	249,359	263,000	303,000	327,000	
50103	Overtime	3,034	1,168	758	7,000	7,000	7,000	
5015	Wages - Part Time	5,726	9,378	6,426	15,000	15,000	15,000	
5050	Payroll Taxes	18,144	17,628	18,852	21,500	26,000	27,000	
5060	Retirement	15,294	13,970	14,358	17,000	19,000	20,000	
5065	Health Insurance	62,504	58,913	65,214	72,000	82,000	93,000	
5070	Workmen's Compensation	15,820	15,174	11,820	16,400	19,100	19,100	
	Personnel Services Total	365,348	345,360	366,787	411,900	471,100	508,100	
6010	Utilities	6,621	5,782	6,814	8,000	10,000	8,500	
6015	Utilities - Street Lights	229,257	229,976	189,427	195,000	243,000	215,000	
6505	Office Expense	136	69	0	500	600	500	
	Cleaning Supplies	1,501	1,323	1,251	1,600	1,600	1,600	
6510	Telephone	2,630	3,683	4,482	4,600	3,600	4,700	
6511	Training	0	675	719	1,100	1,500	1,100	
6515	Dues & Subscriptions	225	703	0	1,000	1,500	1,000	
6522	Insurance	22,925	26,400	28,000	29,700	29,700	31,000	
6524	Gas & Oil	14,253	12,395	16,215	16,500	14,000	16,700	
6526	Operating Supplies	3,580	3,897	4,392	4,500	4,500	4,500	
6530	Snow & Ice Removal	19,624	19,895	21,344	35,000	35,000	40,000	
6532	Trash Service	489,033	523,598	618,232	650,000	640,000	658,000	
6534	Weed Control	211	3,962	805	1,600	2,500	2,000	
6536	Street Signs	153	2,747	5,104	3,500	3,500	3,500	
7020	Repair & Maint. - Equipment	14,791	18,964	24,262	25,000	25,000	27,500	
7030	Repair & Maint. - Bldgs.	0	939	2,634	2,400	3,000	2,400	
	Computer Professional Services	0	1,253	1,099	2,500	1,200	2,800	
8016	Professional Services	3,784	3,230	2,600	3,000	3,000	3,000	
	Operating & Maintenance Total	808,724	859,491	927,380	985,500	1,023,200	1,023,800	

TOWN	OF JOHNSTOWN							GENERAL FUND - 01
ACCT	ACCOUNT	2015	2016	2017	2018	2018	2019	
NO	NAME	ACTUAL	ACTUAL	ACTUAL	PROJECTED	BUDGET	BUDGET	NOTES
	Equipment	0	3,285	0	4,000	4,000	4,000	
4406	Holiday Decorations	1,667	1,066	616	7,500	7,500	7,500	
4407	Tools	532	1,277	1,458	2,500	2,500	2,500	
	Safety Eqpt.	1,256	3,087	1,069	3,000	4,000	4,000	
	Capital Outlay Total	3,455	8,715	3,143	17,000	18,000	18,000	
STREETS & ALLEYS								
EXPENDITURES TOTAL		1,177,527	1,213,566	1,297,310	1,414,400	1,512,300	1,549,900	

TOWN	OF JOHNSTOWN							GENERAL FUND - 01
ACCT	ACCOUNT	2015	2016	2017	2018	2018	2019	
NO	NAME	ACTUAL	ACTUAL	ACTUAL	PROJECTED	BUDGET	BUDGET	NOTES
	CEMETERY EXPENDITURES							
5015	Wages - Part Time	4,050	9,324	6,864	8,000	12,000	12,000	
5050	Payroll Taxes	310	713	525	700	1,000	1,000	
5070	Workmen's Compensation	2,272	1,400	591	2,200	1,500	2,200	
	Personnel Services Total	6,632	11,437	7,980	10,900	14,500	15,200	
6513	Publishing/Recording	0	0	0	0	300	300	
6522	Insurance	1,728	2,000	2,000	2,200	2,200	2,300	
6524	Gas & Oil	494	670	1,143	1,500	1,900	1,500	
6526	Supplies	1,144	1,346	1,371	1,500	2,200	1,600	
6533	Tree Trimming	0	3,500	3,200	4,000	4,000	5,000	
	Trees	0	1,951	4,200	2,000	2,000	3,000	
6534	Fertilizer & Weed Control	4,045	3,000	3,697	5,000	5,000	5,700	
	Tools	0	0	0	400	400	0	
7020	Repair & Maintenance	764	2,286	7,831	3,500	3,500	3,500	
7025	Sprinkler Repair	1,032	3,323	2,363	3,700	3,700	3,700	
8016	Professional Services	180	11	0	300	500	300	
	Operating & Maintenance Total	9,387	18,087	25,805	24,100	25,700	26,900	
4401	Mower	569	0	0	0	0	0	
4403	Spin Trimmer	640	698	0	800	800	800	
	Capital Outlay Total	1,209	698	0	800	800	800	
	CEMETERY							
	EXPENDITURES TOTAL	17,228	30,222	33,785	35,800	41,000	42,900	

TOWN	OF JOHNSTOWN							GENERAL FUND - 01
ACCT NO	ACCOUNT NAME	2015 ACTUAL	2016 ACTUAL	2017 ACTUAL	2018 PROJECTED	2018 BUDGET	2019 BUDGET	NOTES
	CODE ENFORCEMENT							
5010	Wages	45,207	46,272	47,440	50,000	50,000	51,800	
	Overtime	128	0	242	500	500	500	
5050	Payroll Taxes	3,189	3,362	3,499	3,900	3,900	4,100	
5060	Retirement	1,849	1,950	2,009	2,200	2,200	2,300	
5065	Health Insurance	19,094	17,803	14,263	12,000	12,000	10,000	
5070	Workmens Compensation	1,500	1,483	528	800	1,800	1,100	
	Personnel Services Total	70,967	70,870	67,981	69,400	70,400	69,800	
	Gas & Oil	1,370	1,322	1,739	2,000	2,000	2,100	
	Insurance	1,365	3,700	3,900	4,000	4,100	4,200	
6526	Supplies	279	504	346	800	1,200	800	
7020	Repair & Maintenance	308	511	105	1,500	1,500	1,500	
7030	Weed/Nuisance Control	5,585	6,866	5,966	7,500	9,000	8,000	
8016	Professional Services	2,118	2,440	3,220	7,000	7,000	7,000	
	Operating & Maintenance Total	11,025	15,343	15,276	22,800	24,800	23,600	
	CODE ENFORCEMENT EXPENDITURES TOTAL	81,992	86,213	83,257	92,200	95,200	93,400	
	SENIOR COORDINATOR EXPENDITURES							
5015	Wages - Part Time	38,411	38,660	40,130	41,800	41,800	43,300	
5050	Payroll Taxes	2,767	2,865	2,971	3,200	3,200	3,400	
	Health Insurance	8,120	7,574	7,792	8,500	8,500	8,700	
5070	Workmans Compensation Insurance	777	742	591	800	1,200	1,200	
	Personnel Services Total	50,075	49,841	51,484	54,300	54,700	56,600	
6510	Telephone	1,414	1,420	1,416	1,500	1,500	1,600	
	Utilities	3,945	4,086	4,139	4,300	4,500	4,400	
6520	Mileage	1,924	1,701	1,712	2,900	3,200	3,100	
	Insurance	1,365	1,600	3,000	4,900	4,000	5,000	
	Repair & Maint.	3,738	4,471	5,477	5,600	5,700	5,700	
	Operating & Maintenance Total	12,386	13,278	15,744	19,200	18,900	19,800	
	SENIOR COORDINATOR EXPENDITURES TOTAL	62,461	63,119	67,228	73,500	73,600	76,400	

TOWN	OF JOHNSTOWN							GENERAL FUND - 01
ACCT	ACCOUNT	2015	2016	2017	2018	2018	2019	
NO	NAME	ACTUAL	ACTUAL	ACTUAL	PROJECTED	BUDGET	BUDGET	NOTES
PARK EXPENDITURES								
5015	Wages - Part Time	7,497	15,640	15,182	16,000	22,000	22,000	
5050	Payroll Taxes	573	1,196	1,161	1,300	1,800	1,800	
5070	Workers Compensation Insurance	1,555	1,483	591	2,000	2,000	2,200	
	Personnel Services Total	9,625	18,319	16,934	19,300	25,800	26,000	
6010	Utilities	6,561	3,519	2,828	3,100	7,000	3,500	
6522	Insurance	1,910	2,100	2,200	2,400	2,400	2,500	
6524	Gas & Oil	1,701	1,701	1,790	1,800	1,800	1,900	
	Training	0	0	0	500	500	500	
6526	Supplies	2,056	1,834	2,031	2,300	2,500	2,400	
6534	Fertilizer & Weed Control	3,305	6,904	11,576	13,000	13,000	14,200	
6542	Facilities (Portable toilets)	1,208	1,398	1,261	1,500	2,200	1,600	
7020	Repair & Maintenance	2,512	4,613	2,832	5,000	5,000	5,000	
	Sprinkler Repairs	3,527	4,734	2,983	5,000	5,000	5,000	
	Operating & Maintenance Total	22,780	26,803	27,501	34,600	39,400	36,600	
4401	Hand Mower	0	0	0	1,000	1,000	1,000	
4402	Spin Trimmer	550	320	576	800	800	800	
	Capital Outlay Total	550	320	576	1,800	1,800	1,800	
PARKS EXPENDITURES TOTAL		32,955	45,442	45,011	55,700	67,000	64,400	

TOWN	OF JOHNSTOWN							GENERAL FUND - 01
ACCT NO	ACCOUNT NAME	2015 ACTUAL	2016 ACTUAL	2017 ACTUAL	2018 PROJECTED	2018 BUDGET	2019 BUDGET	NOTES
	COMMUNITY							
6526	Community Center Supplies	2,094	1,281	4,580	5,000	6,000	6,000	
7020	Community Center Repairs	10,018	5,594	5,535	9,000	9,000	9,000	
	Community Center Utilities	5,017	4,086	4,139	4,500	6,500	5,200	
	Downtown Beautification	16,564	7,419	10,724	20,000	27,000	25,000	
	Public Art	13,333	29,167	0	0	0	0	
	Downtown Façade Program	3,784	3,653	0	8,000	5,000	8,000	
	Economic Development Contr.	4,326	6,000	6,000	6,000	6,000	6,000	
	Citizen & Business Outreach Coordinator	0	0	0	12,000	12,000	12,000	
	Strategic Economic Development Plan	0	15,200	0	0	0	0	
	Owners Representative -YMCA	0	0	44,761	60,000	250,000	165,000	
	Barbeque Days	18,538	23,987	29,990	30,000	30,000	30,000	
	Mosquito Spraying	17,510	17,340	17,860	19,000	19,000	19,500	
	Newsletter/Citizen Communication	15,466	9,628	2,471	4,000	10,000	4,500	
	Street Maintenance Fee Study	7,243	0	0	0	0	0	
	Sales/Property Tax Study/Impact Fee Study	38,140	0	0	0	0	0	
	Citizen Communication Program	20,347	450	0	0	0	0	
	Grounds Maintenance	13,957	13,745	8,195	13,000	16,000	15,000	
	Town Hall Maintenance Agreement	1,884	3,306	3,368	5,000	5,000	5,000	
	Safety Award Program	0	796	995	2,500	2,500	2,500	
	Web Site Hosting	2,328	3,444	3,616	4,900	8,900	5,000	
	402 Interchange benefit analysis	0	0	0	0	45,000	45,000	
	Annual Chamber Dues	0	0	0	1,000	1,000	1,000	
	Electric Car Charging Grant Match	0	0	0	5,000	5,000	10,000	
	Town Hall Improvements	3,203	8,251	5,441	8,000	8,000	8,000	
	Museum Improvements	0	88,900	0	25,000	25,000	50,000	
	COMMUNITY							
	EXPENDITURES TOTAL	193,752	242,247	147,675	241,900	496,900	431,700	
	MISCELLANEOUS							
	Insurance Deductibles	4,557	955	7,223	8,000	17,000	17,000	
	Town Manager Severance	0	0	0	0	345,400	0	
	Separation Benefits	0	0	0	0	20,000	20,000	
	MISCELLANEOUS TOTAL	4,557	955	7,223	8,000	382,400	37,000	

TOWN	OF JOHNSTOWN							GENERAL FUND - 01
ACCT	ACCOUNT	2015	2016	2017	2018	2018	2019	
NO	NAME	ACTUAL	ACTUAL	ACTUAL	PROJECTED	BUDGET	BUDGET	NOTES
	FUND TRANSFERS							
7000	Library Fund	373,100	391,700	408,492	450,000	450,000	472,500	
	YMCA	0	0	0	0	0	150,000	
7050	Contingent Fund	175,800	155,000	225,000	225,000	225,000	225,000	
	Water Fund	182,200	182,200	93,070	100,000	187,700	105,000	
	Funding I-25 Improvements - Larimer Co.	0	0	15,308	13,700	16,000	16,000	
	Developers Fund	0	0	0	25,000	25,000	25,000	
	Sales Tax Refund	124,037	144,135	309,523	310,000	320,000	325,000	
	Community Recreation Center	0	0	0	1,000,000	22,000,000	23,000,000	
	Equipment Replacement	500,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	
	FUND TRANSFERS							
	EXPENDITURES TOTAL	1,355,137	1,873,035	2,051,393	3,123,700	24,223,700	25,318,500	
	GENERAL FUND							
	EXPENDITURES TOTAL	5,244,545	6,003,615	6,312,275	8,186,400	30,183,600	31,260,100	
	GENERAL FUND BEGINNING BALANCE	24,245,409	28,165,164	33,527,956	38,702,245	36,458,000	43,414,300	
	GENERAL FUND REVENUE	9,164,300	11,366,407	11,486,564	12,898,500	10,203,800	12,806,000	
	RESOURCES AVAILABLE	25,544,764	39,531,571	45,014,520	51,600,745	46,661,800	56,220,300	
	GENERAL FUND EXPENDITURES	5,244,545	6,003,615	6,312,275	8,186,400	30,183,600	31,260,100	
	GENERAL FUND ENDING BALANCE	28,165,164	33,527,956	38,702,245	43,414,345	16,478,200	24,960,200	

Water Fund

WATER ENTERPRISE FUND - 02								
ACCT NO	ACCOUNT NAME	2015 ACTUAL	2016 ACTUAL	2017 ACTUAL	2018 PROJECTED	2018 BUDGET	2019 BUDGET	NOTES
WATER ENTERPRISE FUND - 02								
	Beginning Fund Balance	11,852,802	14,172,706	17,270,603	20,858,561	19,373,400	23,656,300	
REVENUES								
4310	Water Charges	2,384,572	2,546,993	2,710,233	2,712,000	2,500,000	2,745,000	
4320	Water Tap Fees	702,533	671,798	682,508	430,000	0	0	
	Raw Water Development Fee	736,128	915,360	895,416	721,000	0	0	
4330	Miscellaneous	316,619	259,747	355,101	255,000	150,000	200,000	
4610	Earnings on Investments	33,944	70,117	101,372	105,000	71,000	100,000	
	Transfer from General Fund	182,200	182,200	93,070	100,000	187,700	105,000	
	SUB-TOTAL	4,355,996	4,646,215	4,837,700	4,323,000	2,908,700	3,150,000	
WATER FUND REVENUES		4,355,996	4,646,215	4,837,700	4,323,000	2,908,700	3,150,000	
	AVAILABLE RESOURCES	16,208,798	18,818,921	22,108,303	25,181,561	22,282,100	26,806,300	

WATER ENTERPRISE FUND - 02								
ACCT NO	ACCOUNT NAME	2015 ACTUAL	2016 ACTUAL	2017 ACTUAL	2018 PROJECTED	2018 BUDGET	2019 BUDGET	NOTES
ADMINISTRATION EXPENDITURES								
5010	Salaries	35,476	31,023	37,795	47,000	65,000	87,000	
501003	Overtime	81	0	0	300	300	300	
5015	Part-Time Salaries	3,860	10,234	4,890	5,300	7,500	6,800	
5020	Cleaning	2,311	2,583	2,583	2,700	2,700	2,700	
5025	Manager Salary	25,323	26,875	28,302	29,700	29,700	24,000	
5050	Payroll Taxes	4,525	4,700	4,881	5,900	8,000	9,400	
5060	Employee Retirement	4,163	4,074	5,102	6,100	8,100	9,500	
5065	Health Insurance	12,591	9,282	9,169	13,800	16,000	33,000	
5070	Workers Compensation Ins.	686	800	579	1,000	1,000	1,100	
	Personnel Services Total	89,016	89,571	93,301	111,800	138,300	173,800	
6010	Utilities	3,394	2,850	2,689	2,800	3,500	3,000	
6505	Office Supplies	3,855	2,414	1,345	2,600	3,600	3,000	
	Utility Bill Mailing	4,026	7,843	8,161	8,300	8,300	8,600	
	Bill Presentment		0	0	10,000	10,000	10,000	
6510	Telephone	1,596	1,485	1,600	1,700	1,700	1,700	
6511	Training	286	710	60	500	500	500	
6513	Publish/Record	542	0	27	1,000	1,000	1,000	
6515	Dues/Subscriptions	2,200	2,229	2,229	2,300	2,700	2,500	
6518	Cleaning Supplies	967	1,063	1,089	1,000	1,000	1,200	
6520	Mileage & Expenses	0	28	25	500	500	500	
6522	Insurance	5,458	6,500	5,600	7,000	7,000	7,500	
7020	Maintenance & Repairs	984	605	419	1,000	1,000	1,000	
8010	Audit	5,900	2,125	2,500	3,000	3,000	3,000	
8011	Prof. Serv. - Water Counsel	21,126	4,534	15,159	30,000	30,000	30,000	
8012	Comp. Professional Services	6,398	8,072	6,748	8,600	8,300	8,800	
8014	Legal	1,147	6,906	5,127	11,000	6,000	6,000	
8016	Salary Study Fees	0	0	0	700	700	700	
	Hillsborough Water Study	0	0	0	0	0	40,000	
8017	Professional Services	12,376	25,988	15,169	28,000	25,000	28,000	
9028	Communications	2,277	0	0	0	3,000	0	
	Operating & Maintenance Total	72,532	73,352	67,947	120,000	116,800	157,000	

[illegible]

								WATER ENTERPRISE FUND - 02
ACCT NO	ACCOUNT NAME	2015 ACTUAL	2016 ACTUAL	2017 ACTUAL	2018 PROJECTED	2018 BUDGET	2019 BUDGET	NOTES
	OPERATIONS EXPENDITURES							
5010	Wages - Full time	206,475	180,073	192,083	200,000	235,000	235,000	
50103	Overtime	6,799	10,197	5,906	10,000	10,000	10,000	
5015	Part-time Salaries	1,350	2,331	1,903	2,600	2,600	2,600	
5050	Payroll Taxes	15,216	14,805	14,683	15,900	18,900	19,000	
5060	Employee Retirement	10,663	9,514	9,266	11,000	13,500	13,500	
5065	Health Insurance	51,069	51,680	50,310	55,000	65,000	65,000	
5070	Worker's Comp. Insurance	4,664	4,450	5,910	8,000	8,000	9,000	
	Personnel Services Total	296,236	273,050	280,061	302,500	353,000	354,100	
6010	Utilities	201,429	213,551	230,803	215,000	205,000	218,000	
6510	Telephone	8,375	6,522	7,201	7,500	8,300	8,000	
6511	Training	55	2,029	1,255	4,000	4,000	4,000	
6522	Insurance	29,416	17,185	25,665	27,400	27,400	29,300	
6524	Gas & Oil	8,554	8,383	8,776	12,000	8,800	12,200	
6518	Cleaning/Supplies	1,460	1,238	1,163	1,300	1,600	1,300	
	Operating Supplies	0	9,461	9,697	10,000	10,400	10,000	
6526	Chemicals	141,350	142,993	114,682	160,000	160,000	165,000	
6527	Supplies-Safety Eqpt.	930	2,176	1,899	2,000	2,500	2,700	
7015	Repair & Maint. Waterlines	13,586	15,409	17,027	30,000	30,000	30,000	
7020	Repair & Maintenance	32,230	42,145	29,218	80,000	80,000	70,000	
7022	Vehicle Repairs	2,050	2,141	1,759	3,000	3,500	3,000	
7035	Water Assessment	96,820	101,853	105,475	118,000	118,000	120,000	
	Water Purchase	65	0	22,613	12,700	12,700	12,700	
	CWCWD Emergency Connection	0	0	3,588	7,100	7,100	7,100	
8012	Prof. Services	136,334	17,272	43,215	50,000	50,000	105,000	
	Insurance Deductibles	1,227	9,545	0	10,000	10,000	10,000	
	Operating & Maintenance Total	673,881	591,903	624,036	750,000	739,300	808,300	

								WATER ENTERPRISE FUND - 02
ACCT NO	ACCOUNT NAME	2015 ACTUAL	2016 ACTUAL	2017 ACTUAL	2018 PROJECTED	2018 BUDGET	2019 BUDGET	NOTES
	Meters	61,855	56,387	59,666	65,000	75,000	65,000	
	Fire Hydrant Repairs	7,899	28,604	1,923	7,000	42,000	42,000	
	Vehicle	33,573	17,710	27,633	18,500	18,500	24,000	
	Tools	460	5,850	3,334	6,500	6,500	6,500	
	Data Collection Units	0	0	0	0	0	12,000	
	Instrumentation Upgrades/Scada System	0	64,824	79,849	5,000	50,000	50,000	
	Testing Equipment	0	800	0	4,200	4,200	4,200	
	Lone Tree Replace Motors	40,001	0	0	0	0	366,700	
	Plant Improvements	0	923	10,664	65,000	65,000	150,000	
	Emergency Water Interconnect	4,674	228,831	0	0	0	0	
	DAF Saturator System	0	0	0	65,000	65,000	260,000	
	North Second St. Water Line Replacement	0	0	680	0	0	0	
	Water Line Replacement	0	30,000	648	0	33,000	0	
	Hwy 60 Waterline Project	663,676	0	0	0	0	0	
	Capital Outlay Total	812,138	433,929	184,397	236,200	359,200	980,400	
FUND TRANSFER EXPENDITURES								
	Transfer to Other Funds	85,374	86,214	0	0	0	0	
	Transfer Total	85,374	86,214	0	0	0	0	
OPERATIONS								
EXPENDITURES TOTAL								
		1,867,629	1,385,096	1,088,494	1,288,700	1,451,500	2,142,800	
WATER FUND								
EXPENDITURES TOTAL								
		2,036,092	1,548,318	1,249,742	1,525,200	1,711,300	2,483,900	

[illegible]

								WATER ENTERPRISE FUND - 02
ACCT NO	ACCOUNT NAME	2015 ACTUAL	2016 ACTUAL	2017 ACTUAL	2018 PROJECTED	2018 BUDGET	2019 BUDGET	NOTES
	EXPENDITURES BY CATEGORY							
	Personal Services Total	385,252	362,621	373,362	414,300	491,300	527,900	
	Operating & Maint. Total	746,413	665,255	691,983	870,000	856,100	965,300	
	Capital Outlay Total	819,053	434,228	184,397	240,900	363,900	990,700	
	Total Expenditures	1,950,718	1,462,104	1,249,742	1,525,200	1,711,300	2,483,900	

Wastewater Fund

								WASTEWATER ENTERPRISE FUND - 03
ACCT NO	ACCOUNT NAME	2015 ACTUAL	2016 ACTUAL	2017 ACTUAL	2018 PROJ.	2018 BUDGET	2019 BUDGET	NOTES
WASTEWATER ENTERPRISE FUND - 03								
	Beginning Fund Balance	7,575,895	8,469,467	9,469,852	10,428,190	9,105,700	10,703,300	
	REVENUES							
4310	Charges	1,640,347	1,755,720	1,831,209	1,850,000	1,730,000	1,880,000	
4320	Wastewater Tap Fees	218,100	222,040	191,240	124,000	0	0	
4330	Miscellaneous	140,464	44,283	25,538	17,000	10,000	12,500	
4610	Earnings on Investments	34,839	56,314	51,725	50,000	35,000	50,000	
	SUB-TOTAL	2,033,750	2,078,357	2,099,712	2,041,000	1,775,000	1,942,500	
WASTEWATER REVENUES		2,033,750	2,078,357	2,099,712	2,041,000	1,775,000	1,942,500	
	AVAILABLE RESOURCES	9,609,645	10,547,824	11,569,564	12,469,190	10,880,700	12,645,800	

WASTEWATER ENTERPRISE FUND - 03								
ACCT NO	ACCOUNT NAME	2015 ACTUAL	2016 ACTUAL	2017 ACTUAL	2018 PROJ.	2018 BUDGET	2019 BUDGET	NOTES
ADMINISTRATION EXPENDITURES								
5010	Salaries	56,435	42,911	46,304	54,000	80,000	85,000	
50103	Overtime	158	0	0	500	500	500	
5015	Part-Time Salaries	3,368	6,034	4,890	4,800	7,500	5,500	
5020	Cleaning	2,311	2,583	2,583	2,600	2,600	2,600	
5025	Manager Salary	49,157	54,078	54,939	57,100	57,100	47,000	
5050	Payroll Taxes	7,295	6,931	7,205	9,100	11,200	11,000	
5060	Employee Retirement	6,848	6,431	8,314	9,500	11,600	11,600	
5065	Health Insurance	21,149	13,632	13,360	18,500	24,200	25,500	
5070	Workers Compensation Ins.	686	700	579	800	800	900	
	Personnel Services Total	147,407	133,300	138,174	156,900	195,500	189,600	
6010	Utilities	3,394	3,186	3,094	3,400	4,400	4,000	
6505	Office Supplies	2,964	1,177	398	1,500	3,200	1,500	
	Utility Bill Mailing	4,026	7,843	8,161	7,800	7,800	8,000	
	On Line Bill Presentment	0	0	0	8,000	8,000	8,000	
6510	Telephone	1,579	1,485	1,600	1,600	1,800	1,700	
6511	Training	286	0	0	700	700	700	
6515	Dues/Subscriptions	163	0	0	0	500	0	
6518	Cleaning Supplies	961	1,075	1,032	1,100	1,100	1,200	
6520	Mileage & Expenses	0	0	31	500	500	500	
6522	Insurance	5,914	6,700	6,000	7,200	7,200	7,500	
7020	Maintenance & Repairs	705	483	219	800	800	800	
8010	Audit	7,000	2,125	2,500	2,500	5,000	3,500	
8012	Comp. Professional Services	5,960	6,034	6,366	7,000	7,000	7,500	
8014	Legal	9,257	8,278	6,681	12,000	16,000	11,000	
8016	Salary Study Fees	0	0	0	800	800	800	
8017	Professional Services	924	3,081	12,361	30,000	30,000	40,000	
	Operating & Maintenance Total	43,133	41,467	48,443	84,900	94,800	96,700	

WASTEWATER ENTERPRISE FUND - 03								NOTES
ACCT NO	ACCOUNT NAME	2015 ACTUAL	2016 ACTUAL	2017 ACTUAL	2018 PROJ.	2018 BUDGET	2019 BUDGET	
	CAPITAL OUTLAY EXPENDITURES							
65442	Comp. Software	4,619	0	0	3,200	3,200	2,800	
65444	Computer	0	0	0	1,500	1,500	1,500	
	Miscellaneous Office Eqpt.	0	0	0	400	400	400	
	Capital Outlay Total	4,619	0	0	5,100	5,100	4,700	
	ADMINISTRATION							
	EXPENDITURES TOTAL	195,159	174,767	186,617	246,900	295,400	291,000	

WASTEWATER ENTERPRISE FUND - 03								
ACCT NO	ACCOUNT NAME	2015 ACTUAL	2016 ACTUAL	2017 ACTUAL	2018 PROJ.	2018 BUDGET	2019 BUDGET	NOTES
OPERATIONS EXPENDITURES								
5010	Wages - Full time	243,708	228,874	234,493	235,000	280,000	273,000	
50103	Overtime	8,309	3,344	7,218	10,000	10,000	10,000	
5050	Payroll Taxes	18,057	17,808	17,768	18,700	22,200	22,200	
5060	Employee Retirement	12,528	11,548	11,325	12,500	16,500	16,500	
5065	Health Insurance	61,895	63,083	61,490	65,000	81,000	77,000	
5070	Worker's Comp. Insurance	5,437	5,192	5,319	6,600	8,900	7,000	
	Personnel Services Total	349,934	329,849	337,613	347,800	418,600	405,700	
6010	Utilities	209,176	189,617	209,582	220,000	220,000	220,000	
6510	Telephone/Pagers	5,891	6,575	7,164	6,500	6,500	6,800	
6511	Training	670	615	0	3,300	3,300	3,300	
	Cleaning Supplies	1,210	1,326	1,086	1,400	1,500	1,400	
6522	Insurance	20,308	26,714	27,685	29,300	29,300	32,300	
6524	Gas & Oil	7,992	8,612	8,776	9,100	9,100	9,500	
	Operating Supplies	0	10,280	12,017	10,000	10,000	10,000	
6526	Operating Supplies - Chemicals	125,397	109,399	120,446	122,000	120,000	125,000	
6527	Supplies-Safety Eqpt.	743	1,781	549	3,500	3,500	3,500	
	Tools	179	0	4	3,500	3,500	3,500	
7015	Repair & Maintenance - Mains	4,574	7,885	19,564	20,000	20,000	20,000	
7020	Repair & Maintenance	117,351	75,494	88,107	120,000	120,000	95,000	
	Sewerline Cleaning	26,234	29,831	33,438	45,000	45,000	50,000	
	Weed Control/Ground Maint.	1,425	0	2,035	3,000	3,000	3,000	
7022	Vehicle Repairs	1,586	1,381	1,435	3,000	3,000	3,000	
8012	Professional Services	33,882	50,152	31,928	50,000	50,000	65,000	
	Insurance Deductibles	986	0	2,000	7,500	7,500	7,500	
	Operating & Maintenance Total	557,604	519,662	565,816	657,100	655,200	658,800	

WASTEWATER ENTERPRISE FUND - 03								
ACCT NO	ACCOUNT NAME	2015 ACTUAL	2016 ACTUAL	2017 ACTUAL	2018 PROJ.	2018 BUDGET	2019 BUDGET	NOTES
	Manhole Installation	3,936	232	3,582	50,000	50,000	50,000	
	GIS Mapping	0	0	0	0	25,000	25,000	
	Vehicle	33,385	17,573	27,538	19,000	19,000	19,500	
	Instrumentation/Controls Upgrades	160	21,387	248	25,000	75,000	75,000	
	Sewerline Replacement	0	14,502	19,960	20,000	20,000	20,000	
	SCADA System	0	0	0	0	65,000	65,000	
	Central Plant - Aeration	0	0	0	0	0	464,000	
	Low Point dewatering equipment	0	0	0	400,000	400,000	0	
	Capital Outlay Total	37,481	53,694	51,328	514,000	654,000	718,500	
	OPERATIONS							
	EXPENDITURES TOTAL							
		945,019	903,205	954,757	1,518,900	1,727,800	1,783,000	
	WASTE WATER FUND							
	EXPENDITURES TOTAL							
		1,140,178	1,077,972	1,141,374	1,765,800	2,023,200	2,074,000	

ACCT NO	ACCOUNT NAME	2015	2016	2017	2018	2018	2019	WASTEWATER ENTERPRISE FUND - 03
		ACTUAL	ACTUAL	ACTUAL	PROJ.	BUDGET	BUDGET	NOTES
	WASTEWATER FUND BEG. BAL.	7,575,895	8,469,467	9,469,852	10,428,190	9,105,700	10,703,300	
	WASTEWATER FUND REVENUE	2,033,750	2,078,357	2,099,712	2,041,000	1,775,000	1,942,500	
	RESOURCES AVAILABLE	9,609,645	10,547,824	11,569,564	12,469,190	10,880,700	12,645,800	
	WASTEWATER FUND EXPENDITURES	1,140,178	1,077,972	1,141,374	1,765,800	2,023,200	2,074,000	
	WASTEWATER ENDING BALANCE	8,469,467	9,469,852	10,428,190	10,703,390	8,857,500	10,571,800	

WASTEWATER ENTERPRISE FUND - 03							
ACCT	ACCOUNT	2015	2016	2017	2018	2018	2019
NO	NAME	ACTUAL	ACTUAL	ACTUAL	PROJ.	BUDGET	BUDGET
EXPENDITURES BY CATEGORY							
	Personnel Services Total	497,341	463,149	475,787	504,700	614,100	595,300
	Operating & Maint. Total	600,737	561,129	614,259	742,000	750,000	755,500
	Non-Operating Total	0	0		0	0	0
	Capital Outlay Total	42,100	53,694	51,328	519,100	659,100	723,200
	Total Expenditures	1,140,178	1,077,972	1,141,374	1,765,800	2,023,200	2,074,000

Use Tax Capital Improvement Fund

TOWN	OF JOHNSTOWN							USE TAX CAPITAL IMPROVEMENT FUND
ACCT	ACCOUNT	2015	2016	2017	2018	2018	2019	
NO	NAME	ACTUAL	ACTUAL	ACTUAL	PROJ.	BUDGET	BUDGET	NOTES
USE TAX CAPITAL IMPROVEMENT FUND								
	Beginning Fund Balance	12,677,976	14,362,345	17,430,205	18,909,397	17,131,700	19,456,800	
	REVENUES							
	Use Tax Monies	2,306,918	3,417,716	2,892,774	2,400,000	1,000,000	1,200,000	
	Interest	45,531	87,437	144,668	105,000	65,000	100,000	
	From Water Fund	42,024	42,864	0	0	0	0	
	Developer Reimbursement	0	0	21,933	60,000	60,000	15,000	
	From Paving Fund	260	0	0	0	0	0	
	SUB-TOTAL	2,394,733	3,548,017	3,059,375	2,565,000	1,125,000	1,315,000	
USE TAX CAPITAL IMPROVEMENT FUND REVENUES								
		2,394,733	3,548,017	3,059,375	2,565,000	1,125,000	1,315,000	
	AVAILABLE RESOURCES	15,072,709	17,910,362	20,489,580	21,474,397	18,256,700	20,771,800	

TOWN	OF JOHNSTOWN							USE TAX CAPITAL IMPROVEMENT FUND
ACCT	ACCOUNT	2015	2016	2017	2018	2018	2019	
NO	NAME	ACTUAL	ACTUAL	ACTUAL	PROJ.	BUDGET	BUDGET	NOTES
	OPERATIONS EXPENDITURES							
7015	Street repair and maintenance	307,786	367,461	114,330	350,000	350,000	375,000	
7022	Alley Improvements	1,652	0	1,296	2,000	2,000	2,000	
7035	Community Center Impr.	1,440	0	0	5,000	5,000	5,000	
	Streetlights	0	0	0	5,000	5,000	5,000	
	Signs	3,591	2,072	3,748	5,000	5,000	5,000	
7085	Shop Improvements	0	3,757	382	3,500	5,500	5,500	
7065	Sidewalk Replacement	0	2,530	3,030	17,000	15,000	15,000	
	North 2nd Street improvements	0	0	940,821	0	0	0	
	Design Improvements/North 2nd St. Phase #1	0	39,149	0	0	0	0	
	I-25 Grant Contribution	0	0	250,000	250,000	250,000	250,000	
	Cemetery Improvements	0	0	16,367	0	0	0	
	Architects/Recreation Center	0	0	78,361	200,000	1,200,000	1,100,000	
	Community Recreation Center	0	0	0	1,000,000	6,000,000	8,000,000	
	YMCA Feasibility Survey	0	10,995	0	0	0	0	
7045	Downtown Parking Lot	4,229	0	0	0	0	0	
	Town Admin Office - parking lot	0	0	0	0	0	11,000	
	Library Parking Lot	0	10,151	0	0	0	0	
	Columbine Complex Improvements	39,624	0	0	0	0	0	
	Developers Refund	352,042	44,042	171,848	180,000	180,000	200,000	
	Operating & Maintenance Total	710,364	480,157	1,580,183	2,017,500	8,017,500	9,973,500	
	USE TAX CAPITAL IMPROVEMENT							
	FUND EXPENDITURES TOTAL	710,364	480,157	1,580,183	2,017,500	8,017,500	9,973,500	

TOWN	OF JOHNSTOWN							USE TAX CAPITAL IMPROVEMENT FUND
ACCT	ACCOUNT	2015	2016	2017	2018	2018	2019	
NO	NAME	ACTUAL	ACTUAL	ACTUAL	PROJ.	BUDGET	BUDGET	NOTES
	USE TAX CAP. IMP. FUND BEG. BAL.	12,677,976	14,362,345	17,430,205	18,909,397	17,131,700	19,456,800	
	USE TAX CAP. IMP. FUND REVENUE	2,394,733	3,548,017	3,059,375	2,565,000	1,125,000	1,315,000	
	RESOURCES AVAILABLE	15,072,709	17,910,362	20,489,580	21,474,397	18,256,700	20,771,800	
	USE TAX CAP. IMP. FUND EXPEND.	710,364	480,157	1,580,183	2,017,500	8,017,500	9,973,500	
	USE TAX CAP. IMPROVEMENT							
	FUND ENDING BALANCE	14,362,345	17,430,205	18,909,397	19,456,897	10,239,200	10,798,300	

Conservation Trust Fund

[illegible]

TOWN	OF JOHNSTOWN							CONSERVATION TRUST FUND
ACCT	ACCOUNT	2015	2016	2017	2018	2018	2019	
NO	NAME	ACTUAL	ACTUAL	ACTUAL	PROJ.	BUDGET	BUDGET	NOTES
	CONSERVATION FUND BEG. BAL.	2,055,067	2,163,763	2,313,966	2,534,385	2,471,100	2,611,300	
	CONSERVATION FUND REVENUE	233,541	251,278	267,259	257,500	236,500	249,500	
	RESOURCES AVAILABLE	2,288,608	2,415,041	2,581,225	2,791,885	2,707,600	2,860,800	
	CONSERVATION FUND EXPEND.	124,845	101,075	46,840	180,500	219,000	1,070,000	
	CONSERVATION FUND END. BAL.	2,163,763	2,313,966	2,534,385	2,611,385	2,488,600	1,790,800	

Drainage Fund

TOWN	OF JOHNSTOWN							DRAINAGE FUND
ACCT	ACCOUNT	2015	2016	2017	2018	2018	2019	
		ACTUAL	ACTUAL	ACTUAL	PROJ.	BUDGET	BUDGET	
NO	NAME							NOTES
DRAINAGE FUND								
	Beginning Fund Balance	1,958,385	2,323,136	2,599,306	2,582,801	2,445,700	2,888,300	
	REVENUES							
	Fees	122,373	0	0	79,800	0	0	
	Earnings on Investments	5,725	15,322	29,589	35,000	22,500	35,000	
	Customer Revenue	373,409	390,991	411,249	427,000	416,000	430,000	
	Sub-Total	501,507	406,313	440,838	541,800	438,500	465,000	
DRAINAGE FUND								
	REVENUES	501,507	406,313	440,838	541,800	438,500	465,000	
	AVAILABLE RESOURCES	2,368,366	2,729,449	3,040,144	3,124,601	2,884,200	3,353,300	

[illegible]

TOWN	OF JOHNSTOWN							DRAINAGE FUND
ACCT	ACCOUNT	2015	2016	2017	2018	2018	2019	
		ACTUAL	ACTUAL	ACTUAL	PROJ.	BUDGET	BUDGET	
NO	NAME							NOTES
	OPERATIONS EXPENDITURES							
5010	Wages	35,171	12,592	18,348	30,000	63,200	87,000	
501003	Overtime	0	0	0	600	600	600	
5050	Payroll Taxes	2,543	962	1,262	2,500	4,900	6,800	
5060	Employee Retirement	2,643	698	752	2,500	4,200	5,100	
5065	Health Insurance	5,183	4,551	8,850	11,000	24,000	26,500	
5070	Worker's Comp Insurance	2,059	1,931	1,773	1,900	1,900	2,100	
	Personnel Services Total	47,599	20,734	30,985	48,500	98,800	128,100	
6510	Telephone	798	826	206	900	900	1,000	
6522	Insurance	4,003	4,600	4,800	5,000	5,000	5,300	
6524	Gas & Oil	1,824	1,711	2,200	2,300	2,000	2,300	
6526	Operating Supplies	332	440	390	1,000	1,000	800	
7020	Repair & Maintenance	155	114	148	1,000	1,000	1,000	
7022	Vehicle Repairs	0	0	0	800	800	800	
6511	Training	0	0	0	600	600	600	
654406	Infrastructure Repair	147	0	13,139	20,000	20,000	20,000	
	North 2nd Street Improvements	0	0	287,580	0	0	0	
7024	Inlet Replacement	0	0	0	20,000	20,000	20,000	
7026	Curb/Gutter Replacement/Repair	263	23,414	38,304	40,000	70,000	70,000	
	Operating & Maintenance Total	7,522	31,105	346,767	91,600	121,300	121,800	
	OPERATIONS							
	EXPENDITURES TOTAL	55,121	51,839	377,752	140,100	220,100	249,900	

TOWN	OF JOHNSTOWN							DRAINAGE FUND
ACCT	ACCOUNT	2015	2016	2017	2018	2018	2019	
		ACTUAL	ACTUAL	ACTUAL	PROJ.	BUDGET	BUDGET	
NO	NAME							NOTES
	DRAINAGE FUND							
	EXPENDITURES TOTAL	136,756	130,143	457,343	236,300	354,200	350,500	
	DRAINAGE FUND BEG. BAL.	1,958,385	2,323,136	2,599,306	2,582,801	2,445,700	2,888,300	
	DRAINAGE FUND REVENUE	501,507	406,313	440,838	541,800	438,500	465,000	
	RESOURCES AVAILABLE	2,459,892	2,729,449	3,040,144	3,124,601	2,884,200	3,353,300	
	DRAINAGE FUND EXPEND.	136,756	130,143	457,343	236,300	354,200	350,500	
	DRAINAGE FUND ENDING BAL.	2,323,136	2,599,306	2,582,801	2,888,301	2,530,000	3,002,800	

Impact Fee Fund

ACCT NO	ACCOUNT NAME	2015 ACTUAL	2016 ACTUAL	2017 ACTUAL	2018 PROJ.	2018 BUDGET	2019 BUDGET	IMPACT FEE FUND NOTES
IMPACT FEE FUND								
	Beginning Fund Balance	10,192,699	10,881,247	12,786,312	15,568,454	13,474,500	17,692,700	
	REVENUES							
	Transportation Facilities Fee	740,016	1,153,261	1,805,448	900,000	405,000	320,000	
	Police Facilities Fee	168,288	188,205	319,395	220,000	132,000	90,000	
	Public Facilities Fee	487,703	413,928	649,180	480,000	280,000	190,000	
	Parks and Open Space Fee	417,062	195,877	373,446	360,000	150,000	150,000	
	Library Facilities Fee	83,532	107,264	255,360	255,000	100,000	100,000	
	Traffic Signal	12,796	6,614	3,706	7,000	5,000	5,000	
	Developer Reimbursement	0	0	36,370	0	0	0	
	Earnings on Investments	28,575	63,292	98,976	100,000	50,000	100,000	
	SUB-TOTAL	1,937,972	2,128,441	3,541,881	2,322,000	1,122,000	955,000	
IMPACT FEE FUND								
REVENUES		1,937,972	2,128,441	3,541,881	2,322,000	1,122,000	955,000	
	AVAILABLE RESOURCES	12,130,671	13,009,688	16,328,193	17,890,454	14,596,500	18,647,700	
OPERATIONS EXPENDITURES								
8017	Parks and Open Space	0	0	0	15,000	15,000	15,000	
654415	Police equipment	29,432	0	94,173	21,400	21,400	6,500	
	Police vehicle (new officer)	86,042	0	12,543	50,000	50,000	0	
	Unmarked vehicle	0	0	0	43,000	43,000	0	
	Workstations	0	0	0	0	0	8,000	
	Computer/software (new officer)	0	0	0	2,400	2,400	0	
	Police taser	0	0	0	1,400	1,400	0	
	Speed trailer / police dept.	0	0	0	8,000	8,000	0	
	Police substation office equipment	0	0	27,743	0	0	0	
	Police substation construction costs	0	152,847	8,185	0	0	0	
	Annual lease/utilities - Police Substation	0	0	21,876	26,500	26,500	26,500	
	Larimer County Road 3 North Extension Design	0	0	0	0	30,000	30,000	
	Pedestrian Crossing Signals	0	0	0	30,000	75,000	15,000	
8018	Widening CR 17	1,013,390	0	0	0	0	0	
8016	Professional services - CR 17	58,327	0	0	0	0	0	
	WCR 48 Improvement	62,233	0	0	0	0	0	
	Design/Construction WCR 50	0	70,529	6,305	0	0	0	
	Hwy 34/LarimerParkway traffic signal	0	0	588,914	0	0	0	
	Operating & Maintenance Total	1,249,424	223,376	759,739	197,700	272,700	101,000	
IMPACT FEE FUND								
EXPENDITURES TOTAL		1,249,424	223,376	759,739	197,700	272,700	101,000	

ACCT NO	ACCOUNT NAME	2015 ACTUAL	2016 ACTUAL	2017 ACTUAL	2018 PROJ.	2018 BUDGET	2019 BUDGET	IMPACT FEE FUND NOTES
	IMPACT FEE FUND							
	BEG. BAL.	10,192,699	10,881,247	12,786,312	15,568,454	13,474,500	17,692,700	
	REVENUE	1,937,972	2,128,441	3,541,881	2,322,000	1,122,000	955,000	
	RESOURCES AVAILABLE	12,130,671	13,009,688	16,328,193	17,890,454	14,596,500	18,647,700	
	EXPENDITURES	1,249,424	223,376	759,739	197,700	272,700	101,000	
	IMPACT FEE FUND ENDING BAL.	10,881,247	12,786,312	15,568,454	17,692,754	14,323,800	18,546,700	

Miscellaneous Funds

TOWN OF JOHNSTOWN								CEMETERY PERPETUAL CARE FUND
ACCT	ACCOUNT	2015	2016	2017	2018	2018	2019	
NO	NAME	ACTUAL	ACTUAL	ACTUAL	PROJ	BUDGET	BUDGET	NOTES
CEMETERY PERPETUAL CARE FUND								
	Beginning Fund Balance	101,645	105,031	109,306	114,115	107,900	118,400	
	REVENUES							
	Sale of Lots	3,273	3,463	3,537	3,000	3,000	3,000	
	Earnings on Investments	113	812	1,272	1,300	900	1,300	
	SUB-TOTAL	3,386	4,275	4,809	4,300	3,900	4,300	
CEMETERY PERPETUAL CARE FUND								
	REVENUES	3,386	4,275	4,809	4,300	3,900	4,300	
	AVAILABLE RESOURCES	105,031	109,306	114,115	118,415	111,800	122,700	
OPERATIONS EXPENDITURES								
	Operating & Maintenance	0	0	0	0	0	0	
	Operating & Maintenance Total	0	0	0	0	0	0	
CEMETERY PERP. CARE FUND								
	EXPENDITURES TOTAL	0	0	0	0	0	0	
CEMETERY PERPETUAL CARE FUND								
	BEG. BAL.	101,645	105,031	109,306	114,115	107,900	118,400	
	REVENUE	3,386	4,275	4,809	4,300	3,900	4,300	
	RESOURCES AVAILABLE	105,031	109,306	114,115	118,415	111,800	122,700	
	EXPENDITURES	0	0	0	0	0	0	
	CEMETERY PERP. ENDING BAL.	105,031	109,306	114,115	118,415	111,800	122,700	

TOWN OF JOHNSTOWN					COMMUNITY RECREATION CENTER BUDGET
ACCT NO	ACCOUNT NAME	2018 ACTUAL	2018 BUDGET	2019 BUDGET	NOTES
	COMMUNITY RECREATION CENTER BUDGET				
	Beginning Fund Balance	0	0	26,000,000	
	TRANSFERS				
	Use Tax Monies	6,000,000	6,000,000	3,000,000	
	General Fund Monies	22,000,000	22,000,000	2,000,000	
	Conservation Trust Fund	0	0	1,000,000	
	SUB-TOTAL	28,000,000	28,000,000	6,000,000	
	COMMUNITY RECREATION CENTER REVENUES	28,000,000	28,000,000	6,000,000	
	AVAILABLE RESOURCES	28,000,000	28,000,000	32,000,000	
	OPERATIONS EXPENDITURES				
	Construction	2,000,000	28,000,000	32,000,000	
	Operating & Maintenance Total	2,000,000	28,000,000	32,000,000	
	COMMUNITY RECREATION CENTER CONSTRUCTION EXPENDITURES TOTAL	2,000,000	28,000,000	32,000,000	
	COMMUNITY RECREATION CENTER BUDGET				
	BEG. BAL.	0	0	26,000,000	
	REVENUE	28,000,000	28,000,000	6,000,000	
	RESOURCES AVAILABLE	28,000,000	28,000,000	32,000,000	
	EXPENDITURES	2,000,000	28,000,000	32,000,000	
	COMMUNITY RECREATION CENTER BUDGET ENDING FUND	26,000,000	0	0	

TOWN OF JOHNSTOWN								CONTINGENT FUND
ACCT	ACCOUNT	2015	2016	2017	2018	2018	2019	
NO	NAME	ACTUAL	ACTUAL	ACTUAL	PROJ.	BUDGET	BUDGET	NOTES
CONTINGENT FUND								
	Beginning Fund Balance	1,026,027	1,232,070	1,391,331	1,717,977	1,623,300	1,926,400	
	REVENUES							
	Transfer - General Fund	175,800	155,000	225,000	225,000	225,000	225,000	
	Miscellaneous	30,052	0	109,911	0	0	0	
	Earnings on Investments	191	7,244	13,210	13,500	7,200	13,500	
	SUB-TOTAL	206,043	162,244	348,121	238,500	232,200	238,500	
CONTINGENT FUND								
	REVENUES	206,043	162,244	348,121	238,500	232,200	238,500	
	AVAILABLE RESOURCES	1,232,070	1,394,314	1,739,452	1,956,477	1,855,500	2,164,900	
OPERATIONS EXPENDITURES								
	Transfer - Bank Fund	0	2,983	2,983	30,000	1,855,500	2,161,900	
	Operating & Maintenance Total	0	2,983	21,475	30,000	1,855,500	2,164,900	
CONTINGENT FUND								
	EXPENDITURES TOTAL	0	2,983	21,475	30,000	1,855,500	2,164,900	
	CONTINGENT FUND BEG. BAL.	1,026,027	1,232,070	1,391,331	1,717,977	1,623,300	1,926,400	
	CONTINGENT FUND REVENUE	206,043	162,244	348,121	238,500	232,200	238,500	
	RESOURCES AVAILABLE	1,232,070	1,394,314	1,739,452	1,956,477	1,855,500	2,164,900	
	CONTINGENT FUND EXPEND.	0	2,983	21,475	30,000	1,855,500	2,164,900	
	CONTINGENT FUND ENDING BAL.	1,232,070	1,391,331	1,717,977	1,926,477	0	0	

TOWN OF JOHNSTOWN								EQUIPMENT REPLACEMENT FUND
ACCT NO	ACCOUNT NAME	2015 ACTUAL	2016 ACTUAL	2017 ACTUAL	2018 PROJ.	2018 BUDGET	2019 BUDGET	NOTES
EQUIPMENT REPLACEMENT FUND								
	Beginning Fund Balance	1,033,709	1,428,343	2,161,448	2,787,074	2,728,900	3,524,900	
	REVENUES							
	Transfer from General Fund	500,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	
	Earnings on Investments	3,552	4,107	12,356	14,000	5,000	15,000	
	Miscellaneous	0	0	12,854	0	0	0	
	SUB-TOTAL	503,552	1,004,107	1,025,210	1,014,000	1,005,000	1,015,000	
EQUIPMENT REPLACEMENT FUND REVENUES								
		503,552	1,004,107	3,186,658	1,014,000	1,005,000	1,015,000	
	AVAILABLE RESOURCES	1,537,261	2,432,450	5,348,106	3,801,074	3,733,900	4,539,900	
OPERATIONS EXPENDITURES								
	Grader	17,915	18,900	0	18,900	18,900	0	
	Loader	0	96,750	0	19,500	19,500	0	
	Snow plow	0	0	215,740	0	0	0	
	Public Works Equipment	0	10,192	0	90,000	90,000	13,500	
	Computers/Office Equipment	5,000	0	0	5,200	5,200	16,000	
	Municipal Court Software	0	0	0	0	0	9,500	
	Copier (Administration)	0	9,310	0	0	0	0	
	Police computers	0	19,195	0	0	0	13,000	
	Police Fleet Replacement	86,003	116,655	144,962	99,500	99,500	44,000	
	Street department vehicle	0	0	38,882	43,000	43,000	46,000	
	Mower for cemetery	0	0	0	0	0	19,000	
	Operating & Maintenance Total	108,918	271,002	399,584	276,100	276,100	161,000	
EQUIPMENT REPLACEMENT FUND EXPENDITURES TOTAL								
		108,918	271,002	399,584	276,100	276,100	161,000	

TOWN OF JOHNSTOWN								EQUIPMENT REPLACEMENT FUND
ACCT	ACCOUNT	2015	2016	2017	2018	2018	2019	
NO	NAME	ACTUAL	ACTUAL	ACTUAL	PROJ.	BUDGET	BUDGET	NOTES
	EQUIPMENT REPL. FUND BEG. BAL	1,033,709	1,428,343	2,161,448	2,787,074	2,728,900	3,524,900	
	EQUIPMENT REPL. FUND REVENUE	503,552	1,004,107	1,025,210	1,014,000	1,005,000	1,015,000	
	RESOURCES AVAILABLE	1,537,261	2,432,450	3,186,658	3,801,074	3,733,900	4,539,900	
	EQUIPMENT REPL. FUND EXPENDITURES	108,918	271,002	399,584	276,100	276,100	161,000	
	EQUIPMENT REPL. FUND ENDING BAL	1,428,343	2,161,448	2,787,074	3,524,974	3,457,800	4,378,900	

ACCT NO	ACCOUNT NAME	2015 ACTUAL	2016 ACTUAL	2017 ACTUAL	2018 PROJ.	2018 BUDGET	2019 BUDGET	JOHNSON'S CORNER CAP. FUND NOTES
JOHNSON'S CORNER CAP. FUND								
	Beginning Fund Balance	21,253	27,646	2,553	12,800	2,300	20,200	
	REVENUES							
	Sales Tax	101,660	117,662	120,028	122,200	112,500	124,000	
	Earnings on Investments	33	245	19	100	100	100	
	SUB-TOTAL	101,693	117,907	120,047	122,300	112,600	124,100	
JOHNSON'S CORNER CAP. FUND								
	REVENUES	101,693	117,907	120,047	122,300	112,600	124,100	
	AVAILABLE RESOURCES	122,946	145,553	122,600	135,100	114,900	144,300	
OPERATIONS EXPENDITURES								
	Infrastructure Improvement	95,300	143,000	109,800	111,640	114,900	144,300	
	Operating & Maintenance Total	95,300	143,000	109,800	114,900	114,900	144,300	
JOHNSON'S CORNER CAP. FUND								
	EXPENDITURES TOTAL	95,300	143,000	109,800	114,900	114,900	144,300	
JOHNSON'S CORNER CAP. FUND								
	BEG. BAL.	21,253	27,646	2,553	12,800	2,300	20,200	
	REVENUE	101,693	117,907	120,047	122,300	112,600	124,100	
	RESOURCES AVAILABLE	122,946	145,553	122,600	135,100	114,900	144,300	
	EXPENDITURES	95,300	143,000	109,800	114,900	114,900	144,300	
	JOHNSON'S CORNER END. BALANCE	27,646	2,553	12,800	20,200	0	0	

ACCT NO	ACCOUNT NAME	2017 ACTUAL	2018 ACTUAL	2018 BUDGET	2019 BUDGET	STREET MAINTENANCE FEE
	STREET MAINTENANCE FEE FUND					
	Beginning Fund Balance	0	238,483	200,500	256,500	
	REVENUES					
	Fees	316,414	318,000	305,000	319,000	
	Earnings on Investments	131	100	500	100	
	SUB-TOTAL	316,545	318,100	305,500	319,100	
	STREET MAINTENANCE REVENUES	316,545	318,100	305,500	319,100	
	AVAILABLE RESOURCES	316,545	556,583	506,000	575,600	
	OPERATIONS EXPENDITURES					
	Street Maintenance	78,062	300,000	300,000	350,000	
	Operating & Maintenance Total	78,062	300,000	300,000	350,000	
	STREET MAINTENANCE EXPENDITURES TOTAL	78,062	300,000	300,000	350,000	
	STREET MAINTENANCE BEG BALANCE	0	238,483	200,500	256,500	
	STREET MAINTENANCE FUND REVENUE	316,545	318,100	305,500	319,100	
	RESOURCES AVAILABLE	316,545	556,583	506,000	575,600	
	STREET MAINTENANCE FUND EXPEND.	78,062	300,000	300,000	350,000	
	STREET MAINTENANCE FUND ENDING BAL.	238,483	256,583	206,000	225,600	

TOWN OF JOHNSTOWN								LIBRARY FUND
ACCT	ACCOUNT	2015	2016	2017	2018	2018	2019	
NO	NAME	ACTUAL	ACTUAL	ACTUAL	PROJECTED	BUDGET	BUDGET	NOTES
LIBRARY FUND								
	Beginning Fund Balance	1,476,920	1,794,308	1,892,151	2,209,332	2,098,100	2,354,600	
	REVENUES							
	Weld Library District	375,745	360,735	408,492	344,793	387,900	712,411	
	Town of Johnstown	373,099	391,700	344,793	408,500	450,000	472,500	
	Other	4,869	6,766	8,241	9,000	9,000	9,000	
	Earnings on Investments	2,003	5,181	6,796	2,000	3,000	3,000	
	SUB-TOTAL	755,716	764,382	768,322	764,293	849,900	1,196,911	
LIBRARY FUND								
	REVENUES	755,716	764,382	768,322	764,293	849,900	1,196,911	
	AVAILABLE RESOURCES	2,232,636	2,558,690	2,660,473	2,973,625	2,948,000	3,551,511	
OPERATIONS EXPENDITURES								
	Salaries	248,793	238,140	259,158	309,600	398,000	417,000	
	Payroll Taxes	19,033	18,218	19,390	25,000	48,000	32,000	
	Health Insurance	21,252	4,200	4,412	5,700	10,000	10,000	
	Workmens Compensation	1,800	1,434	861	641	4,000	1,000	
	Utilities	25,356	23,780	25,000	30,000	40,000	40,000	
	Telephone	5,000	5,000	5,000	5,000	7,500	7,500	
	Library Books & Materials	33,000	25,000	25,000	40,174	50,000	50,000	
	Supplies	43,662	43,493	12,000	5,000	12,000	12,000	
	Janitorial Supplies	978	1,200	2,000	1,000	2,000	2,000	
	Insurance	2,500	2,500	3,700	3,800	5,000	5,000	
	Legal	0	0	0	5,000	10,000	10,000	
	Collection Fees	0	0	1,500	1,475	2,000	2,000	
	Audio/Video	0	0	5,500	7,000	20,000	22,000	
	Advertising	0	0	4,000	8,286	4,000	9,000	
	Summer Reading Program	7,954	9,152	0	0	0	0	
	Repairs & Maintenance	29,000	15,000	15,000	40,000	100,000	50,000	
	Computer Expenses	0	0	1,000	5,500	5,000	5,000	
	Equipment & Furniture	0	0	4,300	7,000	10,000	10,000	
	Capital Improvements	0	279,422	46,500	100,000	50,000	850,000	
	Professional Gifts	0	0	0	5,000	5,000	5,000	
	Programming	0	0	14,520	11,500	25,000	25,000	
	Subscriptions/Memberships	0	0	2,300	2,300	5,500	5,500	
	Operating & Maintenance Total	438,328	666,539	451,141	618,976	813,000	1,570,000	
LIBRARY FUND								
	EXPENDITURES TOTAL	438,328	666,539	451,141	618,976	813,000	1,570,000	

TOWN OF JOHNSTOWN								LIBRARY FUND
ACCT	ACCOUNT	2015	2016	2017	2018	2018	2019	
NO	NAME	ACTUAL	ACTUAL	ACTUAL	PROJECTED	BUDGET	BUDGET	NOTES
	LIBRARY FUND BEGINNING BALAN	1,476,920	1,794,308	1,892,151	2,209,332	2,098,100	2,354,600	
	LIBRARY FUND REVENUE	755,716	764,382	768,322	764,293	849,900	1,196,911	
	RESOURCES AVAILABLE	2,232,636	2,558,690	2,660,473	2,973,625	2,948,000	3,551,511	
	LIBRARY FUND EXPENDITURES	438,328	666,539	451,141	618,976	813,000	1,570,000	
	LIBRARY FUND ENDING BALANCE	1,794,308	1,892,151	2,209,332	2,354,649	2,135,000	1,981,511	

AGENDA ITEM 10B

AMENDING

JOHNSTOWN MUNICIPAL CODE

(Section 17-230)

**(Impact Fees – Front Range Fire Rescue Fire
Protection District)**

(Public Hearing)

(Ordinance No. 2018-154 (First Reading))

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: November 19, 2018

ITEM NUMBER: 10B

SUBJECT: Front Range Fire District Impact Fees

ACTION PROPOSED: Public Hearing (First Reading) – Ordinance No. 2018-154, An Ordinance Amending Article XII of Chapter 17, Section 17-230 (b) of the Johnstown Municipal Code Concerning Impact Fees Imposed on Behalf of the Front Range Fire Rescue Fire Protection District.

PRESENTED BY: Matt LeCerf, Interim Town Manager

AGENDA ITEM DESCRIPTION: On Monday November 5, 2018, Council was presented with the information related to a recently completed Impact Fee Study commissioned by and for the Front Range Fire District (FRFD). The study, was performed by the same consultant that completed the Loveland Fire Rescue Authority and has a similar template addressing sections related to both: Impact Fee Design Considerations and Impact Fee Calculations.

The study culminates in a Summary and Recommendation based on the needs of the FRFD. A copy of the impact study is attached for your review. The request by the FRFD is for the Council to consider adoption of the impact fee at 70% of the recommendation in the study. The Town approved impact fees for the Loveland Fire Rescue Authority in February, 2018. A table shown below more clearly describes how the fee structures of the two entities compare, if the 70% level is approved for FRFD.

Type	Loveland Fire	Front Range Fire	Unit Qualifier
Single Family/Duplex	\$ 895.00	\$ 1,087.00	Per Unit
Multi-Family	\$ 622.00	\$ 692.00	Per Unit
Commercial/Industrial	NA	\$ 0.60	Sq./Ft.
Commercial	\$ 0.30	NA	Sq./Ft.
Industrial	\$ 0.03	NA	Sq./Ft.

At the November 5, 2018 Council meeting, the Council requested that this item be brought forward for consideration. Accordingly, a public hearing and first reading is simultaneously being held at this meeting prior to final consideration by the Council. A second reading and a vote by Council will be scheduled for December 3, 2018. If adopted on December 3rd, the impact fees would go into effect 30 days after publication of the ordinance.

Complementing the incorporation of the impact fee ordinance will also be an Intergovernmental Agreement which permits for the collection of these fees. The IGA is included in the informational section of the Council packet simply for informational purposes at this time. The

IGA will be presented for adoption at the same meeting as the ordinance adopting the impact fee schedule.

LEGAL ADVICE: The ordinance presented was drafted by the Town Attorney

FINANCIAL ADVICE: Fees assessed will be paid directly to the FRFD and verification will be provided to the building division prior to issuance of a building permit.

RECOMMENDED ACTION: Approve the FRFD Impact Fees as presented.

SUGGESTED MOTIONS:

For Approval: I move to approve Ordinance No. 2018-154 to permit for the charging and collection of impact fees imposed on behalf of the Front Range Fire Rescue Fire Protection District.

For Denial: I move to deny Ordinance No. 2018-154.

Reviewed:

Town Manager

PUBLIC HEARING PROCEDURE – Ordinance No. 2018-154, Amending Section 17-230 of the Johnstown Municipal Code to Add Subsection (b) Imposing Impact Fees on Behalf of the Front Range Fire Rescue Fire Protection District.

1. Open public hearing
2. Receive information from staff
3. Ask to hear from anyone who supports the amendment
4. Ask to hear from anyone who opposes the amendment
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 amendment.

(SUGGESTED MOTIONS):

For Approval:

I move to approve Ordinance No. 2018-154, Amending Section 17-230 of the Johnstown Municipal Code to Add Subsection (b) Imposing Impact Fees on Behalf of the Front Range Fire Rescue Fire Protection District.

For Denial:

I move to deny approval of Ordinance No. 2018-154.

ORDINANCE

No. 2018-154

TOWN OF JOHNSTOWN, COLORADO

ORDINANCE NO. 2018-154

**AMENDING SECTION 17-230 OF THE JOHNSTOWN
MUNICIPAL CODE TO ADD SUBSECTION (b)
IMPOSING IMPACT FEES ON BEHALF OF THE
FRONT RANGE FIRE RESCUE FIRE PROTECTION
DISTRICT.**

WHEREAS, the Town of Johnstown, Colorado ("Town") is a Colorado home rule municipality, duly organized and existing under the laws of the State of Colorado and the Town's Home Rule Charter; and

WHEREAS, impact fees are one-time payments that fund the construction and expansion of public facilities needed to accommodate new development, as determined by level of service standards, with the intent being that new development pay for its proportionate share of the capital costs of additional infrastructure capacity needed to serve the new development; and

WHEREAS, pursuant to C.R.S. § 29-20-104.5 ("Impact Fee Act"), the Town has the authority to impose an impact fee as a condition of issuance of a development permit to fund expenditures incurred by fire and emergency services providers for capital facilities needed to serve new development and a fire and emergency services provider is thereafter authorized to receive and spend the impact fees imposed by the Town for the purposes described in the Impact Fee Act; and

WHEREAS, by Ordinance 2018-151, the Town Council adopted Section 17-230 of the Johnstown Municipal Code ("Code"), and amended related provisions of the Code, to codify the Town's ability to collect impact fees on behalf of fire and emergency services providers; and

WHEREAS, the Front Range Fire Rescue Fire Protection District ("District") is a political subdivision of the State of Colorado, formed pursuant to Title 32, Colorado Revised Statutes, to provide fire suppression, fire prevention, emergency medical, emergency rescue and other related services to the citizens and property within its jurisdiction, and to individuals passing through its jurisdiction, which includes property lying within the Town's jurisdictional boundaries, and is thus a fire and emergency services provider as contemplated by the Impact Fee Act; and

WHEREAS, prior to the Town's imposition of an impact fee on behalf of a fire and emergency services provider, the Town is required to confer with the fire and emergency service provider to assess whether an impact fee should be imposed and, in its discretion, enter into an intergovernmental agreement with the fire and emergency services provider for the collection of the impact fee; and

WHEREAS, on November 5, 2018, the District submitted material to Town Council and requested that the Town impose impact fees on its behalf and enter into an intergovernmental agreement with the District; and

WHEREAS, the District represented that it obtained an impact fee study dated October 10, 2018, to evaluate the nexus between new development within the District's jurisdictional boundaries and the projected impact that such development has on the District's Capital Facilities ("Nexus Study"); and

WHEREAS, based on the Nexus Study, the District is requesting that the Town impose the following impact fees on its behalf: \$1,087.00 per single family or two-family home, \$692.00 per multi-family home and \$0.60 per square foot for non-residential uses; and

WHEREAS, after duly considering the District's request, the Town Council desires to impose an impact fee on the District's behalf and to enter into an intergovernmental agreement with the District for the assessment and collection of impact fees, wherein the District will be required to periodically update the Nexus Study to ensure, among other requirements, that the District's impact fees remain reasonably related to the impacts of both new residential and non-residential development on the District's capital facilities; and

WHEREAS, the impact fees herein described are legislatively adopted, generally applicable to broad classes of property and, based on the Nexus Study, no greater than necessary to defray the projected impacts on capital facilities caused by proposed development; and

WHEREAS, based on the foregoing and based on the Nexus Study, the Town Council desires to amend Section 17-230 of the Johnstown Municipal Code to add Subsection (b) and impose impact fees on behalf of the District.

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

Section 1. Section 17-230 shall be amended to include Subsection (b), which shall read as follows:

Sec. 17-230. Fire and emergency services provider facilities development fee.

(b) Front Range Fire Rescue Fire Protection District. All residential and nonresidential development within the jurisdictional boundaries of the Front Range Fire Rescue Fire Protection District shall be subject to the payment of a fire and emergency services provider facilities development fee at the time of building permit issuance, pursuant to this Section and Sections 17-216 through 17-223 as follows:

RESIDENTIAL	
UNIT TYPE	FEE PER DWELLING UNIT
Single Family or Two-Family	\$1,087.00
Multi-Family	\$692.00
NON-RESIDENTIAL	
UNIT TYPE	FEE PER SQUARE FOOT
Any Non-Residential	\$0.60

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 ____ day of _____, 2018.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Scott James, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this ____ day of _____, 2018.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Scott James, Mayor

**FRONT RANGE FIRE RESCUE
FIRE PROTECTION DISTRICT
IMPACT FEE STUDY**



Front Range Fire Rescue Fire Protection District Impact Fee Study

FINAL REPORT

Final Report

October 3, 2018

**Front Range Fire Rescue
Fire Protection District
Impact Fee Study**

Prepared for:

Front Range Fire Rescue Fire Protection District
101 S. Irene Avenue
Milliken, CO 80543

Prepared by:

BBC Research & Consulting
1999 Broadway, Suite 2200
Denver, Colorado 80202-9750
303.321.2547 fax 303.399.0448
www.bbcresearch.com
bbc@bbcresearch.com

BBC
RESEARCH &
CONSULTING

Table of Contents

I. Impact Fee Design Considerations

Background and Objectives	I-1
Impact Fee Design Requirements.....	I-2
Fee Applicability	I-3
Other Fee Design Considerations	I-4

II. Impact Fee Calculations

Front Range Fire Rescue Fire Protection District Budget Overview	II-1
Impact Fee Calculations.....	II-2
Summary and Recommendations	II-5

SECTION I.

Impact Fee Design Considerations

SECTION I.

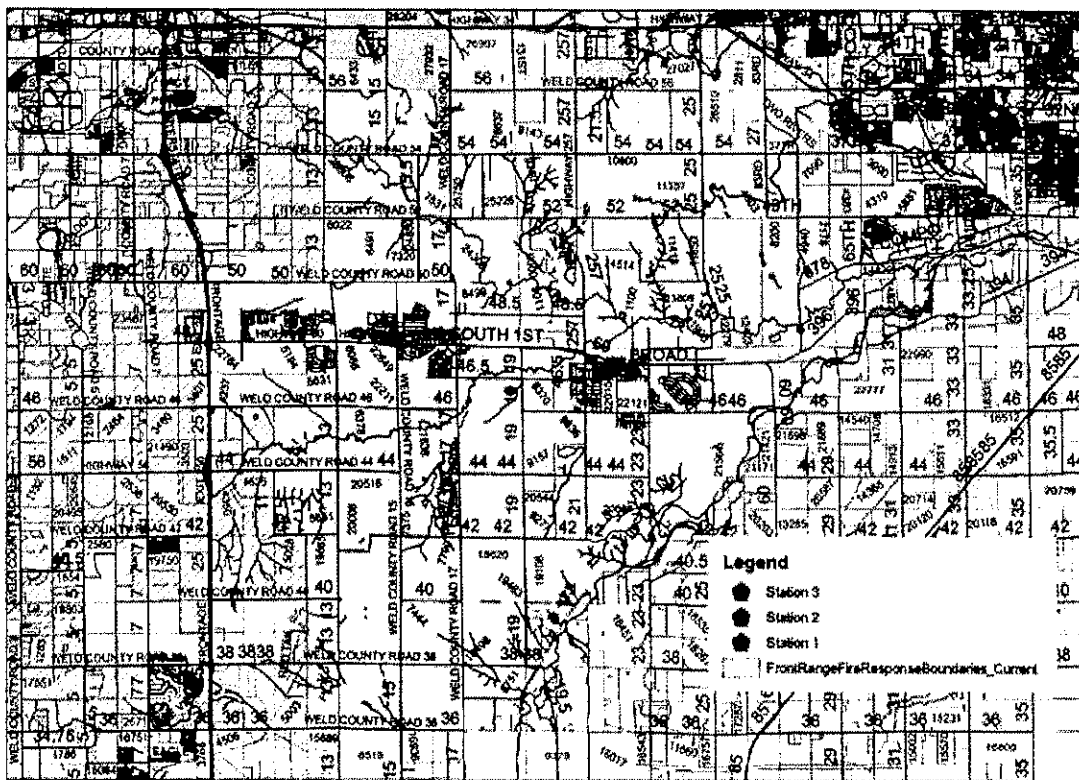
Impact Fee Design Considerations

This report presents the analysis underlying calculation of proportional development impact fees for the Front Range Fire Rescue Fire Protection District (the District). This section describes fee design requirements and various implementation considerations.

Background and Objectives

The Front Range Fire Rescue FPD provides fire rescue services in Larimer and Weld counties, serving the towns of Milliken and Johnstown, as shown in Figure I-1. The Front Range Fire Rescue FPD services a population of over 20,000 in a total area of 74 square miles and responds to roughly 2,000 calls per year.

Figure I-1.
Front Range Fire Rescue FPD Service Area



Source: Front Range Fire Rescue FPD.

In the 2016 legislative session, the Colorado General Assembly passed House Bill 16-1088 explicitly authorizing fire protection districts, with consent of local governments, to impose an impact fee on new development. After this legislative action by the state, the Front Range Fire

Rescue FPD contracted BBC Research & Consulting to calculate proportional and defensible fees, which when implemented will provide assurance to the community that new growth is paying its own way and contributing to the fiscal health of the District.

This report documents BBC's analysis and recommendations for designing and implementing an impact fee system that would recover the proportional capital costs associated with all forms of new development.

Impact Fee Design Requirements

There is no universally accepted definition of impact fees, but most studies emphasize the fee's one time use; application to new development; design requirements for proportionality; and restricted use for infrastructure expansion purposes only:

"Fees collected through a set schedule or formula, spelled out in a local ordinance....fees are levied only against new development projects as a condition of permit approval to fund infrastructure needed to serve the proposed development. Impact fees are calculated to cover the proportionate share of the capital costs for that infrastructure..."¹

The key requirements of impact fee design are set by Colorado Statute and a series of United States Supreme Court rulings.

Colorado requirements. Colorado statutes enable the use of impact fees and dictate the following fee requirements:

- Impact fees are a one-time payment levied on new development;
- Funds can only be used for growth-related capital infrastructure projects;
 - Applicable infrastructure must have at least a five year life;
 - No funds can be diverted for operations, maintenance, repair or facility replacement purposes;
- Fee revenues must be segregated from other general revenues and used for the purposes for which they were collected;
- Fees must be imposed on all forms of development and cannot be limited to one type of land use;
- Impact fee revenues must be used for capital infrastructure expansion. No funds can be used for correction of existing system deficiencies; and
- There must be a reasonable expectation of benefit by the fee payer.

¹Juergensmeyer, Julian C., and Thomas E. Roberts. Land Use Planning and Development Regulatory Law. St. Paul, MN: WestGroup, 2003; and ImpactFees.com, Duncan Associates, 20 February 2008.

U.S. Supreme Court decisions. Impact fee design must also respect broad guidance offered by a series of United States Supreme Court rulings. The two most notable court decisions that speak to impact fee design and constraints on fee use are often referred to as *Nollan*² and *Dolan*³.

Guidance from these decisions requires that there be an "essential nexus" between the exaction/fee and the state interest being advanced by that exaction. In the more recent *Dolan v. City of Tigard* (1994) decision, the U.S. Supreme Court held that in addition to an essential nexus, there must be a "rough proportionality" between the proposed exactions and the project impacts that the exactions are intended to mitigate. In *Dolan*, the court further states that rough proportionality need not be derived with mathematical exactitude but must demonstrate some relationship to the specific impact of the subject project:

"We think a term such as 'rough proportionality' best encapsulates what we hold to be the requirements of the Fifth Amendment. No precise mathematical calculation is required, but the city must make some sort of individualized determination that the required dedication is related both in nature and extent to the impact of the proposed development."

Over the past two decades since *Dolan*, many communities have imposed impact fees; thus, there now is a broad set of common practices when considering how best to reflect these judicial and statutory requirements in fee design efforts.

Fee Applicability

As noted above, impact fee revenues can only be used to cover the expansion costs of public infrastructure needed to serve new development and fee amounts can only be set to recover the cost infrastructure expansion that is proportional to the needs of the new project.

Public infrastructure. *Public or capital infrastructure* is the physical component of public services, generally including buildings, facilities and related improvements, such as parking, lighting, ball fields or other support facilities. Capital infrastructure includes streets, parks, administrative facilities, specialized fire or police buildings, and developed recreation facilities. Under Colorado statute infrastructure can include all equipment that has at least a five-year lifetime. It does not include personnel or any element of service costs even in circumstances where new staff is required to operate the new facilities.

Nature of infrastructure investments. In considering fee requirements, it should be noted that not all capital infrastructure costs are associated with community growth or with the expansion of facility capacity. Most communities make frequent infrastructure investments regardless of growth pressures for repair and replacement of facilities. Communities considering impact fees must recognize three elements of infrastructure needs:

² *Nollan v. California Coastal Commission*, 483 U.S. 82; 1987 and *Dolan v. City of Tigard* (1994) 114S.Ct. 2309.

³ *Dolan v. City of Tigard* (1994) 114S.Ct. 2309

- **Repair and replacement of facilities.** The expense of maintaining current facilities, such as annual building maintenance, or replacing a roof.
- **Betterment of facilities.** Implementation of new services or improvement of existing facilities (e.g., adding better training equipment at a recreation center) without increasing service capacity.
- **Expansion of facilities.** e.g., expanding an existing city hall to accommodate growing personnel requirements occurring in association with community growth.

Impact fees can only cover those infrastructure costs associated with the expansion of facilities to serve the needs of new growth.

Other Fee Design Considerations

Over time a reasonable consensus has emerged as to how best to assure fee compliance with state statute and federal court dictates. In order to develop fees, there are three basic components: definition of community standards; calculation of proportional attribution to new growth and attribution of infrastructure needs across all major land uses. These issues and their resolution for this analysis are discussed below.

Setting community standards. The first fee design issue involves determining appropriate capital standards for each category of infrastructure. Some states' enabling legislation describes capital standard criteria with specificity; for instance, Idaho requires that a city use an endorsed capital improvements schedule and then a process of attribution between growth related and other investments—Colorado does not have this same detailed guidance. Facility standards, such as library space per household or recreation facilities per household, can vary widely between communities; thus, it is not appropriate to use standards developed for other towns, or standards applied nationally.

Calculation methodology. There are two common methodologies employed in order to meet the standards described above, the current service standard (capital buy-in) and the capital improvement (plan-based):

- Typically, the buy-in fee design process involves documenting the replacement value of specific capital facilities and qualified equipment used for each category of infrastructure, and then defining that level of investment as the city's capital standard. For instance, a city of 2500 homes with a 20,000 square foot recreation center (capital replacement value of \$5.0 million) would have a recreation center standard of 8 square feet per housing unit (20,000 sq. ft./2,500 homes = 8 sq. ft. per home). At \$250/square foot (replacement value of equivalent space), each existing residence would have an embedded recreational investment of \$2,000 per home. This would be the community's present facility standard and this is what each new unit could be charged as a "buy-in" amount for a recreational impact fee.
- In the plan-based fee methodology, the cost of new infrastructure is allocated to new growth in proportion to that growth's anticipated demand of the infrastructure. This forward looking approach requires forecasts of households and commercial growth and

detailed data on capital expansion plans. For infrastructure to be eligible for inclusion in the impact fee calculation, it must meet the requirement that only items with a useful life of five years or more are designated a fee-eligible capital asset, per CRS 29-20-104.5.⁴ Any improvements used to address current service deficiencies or increase the level of service cannot be included in the fee calculation—in other words, the fee calculations must take into account the current level of service and exclude any elements of the plan that would result in a higher level of service.

BBC used the capital buy-in approach to calculate the impact fees presented in this report. This decision was mutually agreed upon by BBC and the Front Range Fire Rescue FPD as it provides the most accurate and robust fee calculation methodology given all available information.⁵

Adjustments for debt. Since facility standards are defined by a community's demonstrated investment in infrastructure, calculations of community standards must recognize, and net out, any applicable debt. Debt service will be paid by all future residents—new and old; it's not appropriate to charge new development a front end impact fee and then charge the same development again, after becoming residents or property owners, requiring them to also pay the remaining equity and interest costs. All capital infrastructure amounts used in the fee calculations are free of any debt financed components.

Fee design cost-recovery. The cost of this study can be recovered through fees and used to reimburse the general fund. Fee design costs have been included in the District's infrastructure valuation.

Proportionality. As part of the fee design process it is necessary to ensure that fees only cover the proportional expansion costs caused by new development. The state statutes and aforementioned court decisions require a demonstration of proportionality. In this instance, by using existing infrastructure and service population, then requiring new development to pay fees at an amount scaled by the current level of service, proportionality is reasonably and fairly derived.

Allocation by land use. The courts have indicated that all forms of development that have facility impacts (residential, industrial and commercial) must pay their fair share of expansion costs. If one land use is exempted from fees all other land uses have no reasonable expectation of seeing facility expansion completed. Quantification of current residential, commercial, industrial and related non-residential land uses is obtained from the county assessor's data.

Use specificity. Impact fee systems vary in how precisely they differentiate between varying forms and size of residential development and varying uses of commercial buildings. Detailed non-residential use or other specificity is merited when there is there is compelling evidence that use or size variations reflect substantive difference in the demand for public services. The proposed fee structure for Front Range Fire Rescue FPD incorporates a three-tiered structure

⁴ Impact Fee Enabling Statute: *CRS 29-20-104.5. Local Government Regulation of Land Use.*

⁵ Front Range Fire Rescue FPD staff and BBC Research & Consulting conference call August 8, 2016.

that differentiates between single family residential units, multifamily residential units, and non-residential square footage.

Redevelopment/credits. Application of impact fees raises a series of questions about how to approve redevelopment of existing properties and the circumstances under which fees can be waived or adjusted. The redevelopment of a residence, even a complete demolition and home reconstruction, does not mean an increase in public service costs—it is still one residential unit with little or no implications for service delivery costs or capital needs. Redevelopment of larger lots with multiple homes would be assessed a fee based on the number of net new residences. Similarly, non-residential redevelopment will only be charged on the basis of net new space.

Waivers. The District should not waive impact fees unless the fund is reimbursed from other sources such as the general fund or the developer/owner is making other contributions to system expansion by other mechanisms that meet or exceed the calculated requirements.

Timing. Generally impact fees are collected either at the time of building permit or at the issuance of a certificate of occupancy. BBC recommends the District collect impact fees at the time of building permit, which allows the District more time to extend service.

Updating. Fees should be updated periodically; most communities update fees every five years. Inflationary adjustments are recommended on an annual basis.

SECTION II.

Impact Fee Calculations

SECTION II.

Impact Fee Calculations

This section documents the derivation of impact fees for the Front Range Fire Rescue FPD.

Front Range Fire Rescue FPD Budget Overview

As of the 2018 fiscal year, the Front Range Fire Rescue FPD merges Johnstown Fire Protection District and Milliken Fire Protection District (now collectively called Front Range Fire Rescue). Property tax revenues for the district as a whole are collected through the Front Range Fire Rescue Authority's 11.573 property tax mill in Weld and Larimer counties across the same geographic area as was previously the Johnstown Fire Protection District and the Milliken Fire Protection District.

The 2018 Front Range Fire Rescue Budget indicates the District will collect revenues of approximately \$5.2 million this year, 97 percent of which is tax-related revenue (property taxes and specific ownership taxes). After interfund transfers for pension funds, bond repayment, and capital fund the District projects an operating revenue of \$4.06 million, most of which is allocated to personnel costs including salaries, benefits, and volunteer incentives.

Front Range Fire Rescue funds capital purchases through the operating budget and through a 2.0 dedicated mill to the Capital Fund. As discussed on Section I pages 3 and 4, capital investments, in general, are used for repair and replacement; betterment of facilities and service standards; and expansion of facilities. The dedicated mill for capital purchases is not restricted to a specific type of capital need and has historically been used to improve the level of service for existing residents—not expand service for new development. As such, the dedicated capital mill is not a revenue source that would offset impact fees; instead the property tax revenues are likely to be expended for repair and replacement of existing infrastructure and service improvement as they are currently.

Additional property tax and specific ownership tax revenue that funds the District's operating budget will continue to be dedicated to ongoing District expenses and will not likely be sufficient to fund the required level of growth-related capital expansion.

If the Front Range Fire Rescue FPD chooses to institute impact fees of the type calculated later in this analysis, it would retain an independent and equitable source of revenue for capital expenditures required to serve new growth. With impact fees, new development pays only their equitable pro rata share of new infrastructure required to serve them while existing taxpayers will not subsidize growth. At the same time, the District's capital and operating funds will be reserved for fiscally appropriate, non-growth related uses.

Impact Fee Calculations

BBC's methodology for the Front Range Fire Rescue FPD impact fee includes the following tasks:

1. Quantify the fire infrastructure standards and investments needed to maintain the current level of service;
2. Develop estimates of the District's current land use pattern; and
3. Calculate the fire protection infrastructure costs per unit of development (per household, or per square foot of commercial development).

Fire infrastructure. A conservative method of establishing the District's current level of service for fire protection is to quantify its financial investment in infrastructure and capital equipment. Specifically, the Front Range Fire Rescue FPD has five types of capital infrastructure related spending that should be included in a calculation of current infrastructure investment:

- Land and buildings including three fire stations and an on-site storage building;
- Major apparatus such as fire engines and specialized vehicles located at each station;
- A variety of life-saving and fire-fighting apparatus located at individual fire stations or on pieces of equipment;
- Business personal property such as fire station and office furniture, computers and related durable assets; and
- The cost of this impact fee study.

For all District assets, equity is 100 percent of the replacement value—that is, the District has no outstanding debt on their assets. The total replacement value of the District's current infrastructure is approximately \$10.2 million. Figure II-1 on the following page presents the District's current infrastructure and the value eligible to include in the impact fee calculation.

**Figure II-1.
Front Range
Fire Rescue
Fire
Protection
District's
Current
Assets**

Notes:

(1) Reflects the District's equity in each piece of capital infrastructure net of any outstanding debt service obligation.

(2) District equity * replacement value = allocated replacement value.

Source:

Front Range Fire
Rescue Fire
Protection District
and BBC Research &
Consulting.

Type of Capital Infrastructure	Total Replacement Value	Portion to Include in Impact Fees ⁽¹⁾	Allocated Replacement Value ⁽²⁾
Buildings and Land			
Station 1 (land and station)	\$1,380,273	100%	\$1,380,273
Station 2 (land and station)	\$2,664,474	100%	\$2,664,474
Station 3 (land and station)	\$132,839	100%	\$132,839
Storage Sheds	\$19,162	100%	\$19,162
372 Mountain View Road	\$171,360	100%	\$171,360
Gateway Parcel	\$175,000	100%	\$175,000
Vehicles			
1932 Ford Antique	\$6,000	0%	\$0
1941 American Antique	\$5,500	0%	\$0
1944 Ford Antique	\$5,000	0%	\$0
1964 Dodge Antique	\$20,000	0%	\$0
1988 Ford Becker Brush Truck	\$175,000	0%	\$0
1988 Pierce Pumper Engine	\$300,000	100%	\$300,000
1991 GMC Tanker	\$50,000	100%	\$50,000
1995 Ford Brush Truck	\$80,000	0%	\$0
2004 Pierce Pumper Engine	\$400,000	100%	\$400,000
2004 Dodge Ram 1500	\$35,000	100%	\$35,000
2006 Kenworth 2000 gal Tender	\$178,490	100%	\$178,490
2006 Chevrolet 1-ton Pickup	\$36,500	100%	\$36,500
2007 Ford Expedition	\$27,248	100%	\$27,248
2008 Ford Brush Truck	\$95,000	0%	\$0
2008 Pierce 75-foot Quint	\$751,000	100%	\$751,000
2010 International 3500 gal Tender	\$243,408	100%	\$243,408
2013 Chevrolet Suburban	\$60,000	100%	\$60,000
2013 Dodge ALS Ambulance	\$150,000	100%	\$150,000
2013 Dodge Brush Truck	\$120,000	0%	\$0
2015 Pierce Pumper Engine	\$650,000	100%	\$650,000
2015 Pierce Pumper Engine	\$650,000	100%	\$650,000
2015 Dodge ALS Ambulance	\$180,000	100%	\$180,000
2016 Dodge ALS Ambulance	\$175,000	100%	\$175,000
2016 Ford Explorer	\$55,000	100%	\$55,000
2016 Chevrolet Tahoe	\$60,000	100%	\$60,000
2018 Chevrolet Colorado	\$45,000	100%	\$45,000
Fire Equipment and Business Property			
Station and office business personal property	\$406,332	100%	\$406,332
Radios	\$237,500	100%	\$237,500
SCBA	\$400,000	100%	\$400,000
SCBA compressors	\$140,000	100%	\$140,000
Turnout gear	\$210,000	100%	\$210,000
Computers	\$15,000	100%	\$15,000
Tools	\$37,063	100%	\$37,063
Small equipment	\$60,000	100%	\$60,000
Generators	\$100,000	100%	\$100,000
Fee Study			
Cost of study	\$10,000	100%	\$10,000
Total Value of Fire Infrastructure for Fee Calculation			\$10,205,649

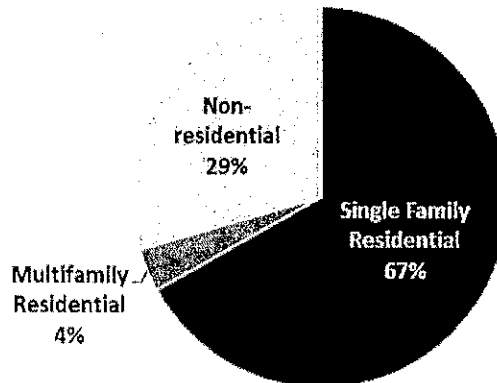
Current land use. This report utilizes the current distribution of development in the District as a basis for allocating certain infrastructure expansion costs over different types of land uses. It is consistent with the Colorado Municipal League's recommendation that cost allocation be based on a measure of land use.

The distribution of residential and non-residential building square footage is set forth in Figure II-2, based on data from the Weld County Assessor and the Larimer County Assessor. The District is 71 percent residential development and 29 percent non-residential development.

**Figure II-2.
Distribution of Residential and
Non-Residential Square Footage,
2018**

Source:

Weld County Assessor, Larimer County Assessor,
and BBC Research & Consulting.



Impact fee calculation. Figure II-3 uses the District's current service standards and infrastructure replication costs to determine appropriate household and commercial fees. The District's existing land use pattern is used as a reasonable proxy for the assignment of costs to particular types of development.

Full cost-recovery impact fees for Front Range Fire Rescue FPD total \$1,553 per single family residential dwelling unit, \$989 per multifamily residential unit and \$0.88 per non-residential square foot. The District can choose to charge less than this amount but discounts must be uniformly applied to all land use categories.

**Figure II-3.
Full Cost Recovery Impact Fees for
Front Range Fire Rescue**

Source:
BBC Research & Consulting, 2018.

Calculation of Impact Fees	
Value of Fire Infrastructure	\$10,205,649
Current Land Use Distribution	
Single family	66.9%
Multifamily	3.6%
Non-Residential	29.5%
Costs by Land Use Category	
Single family	\$6,826,915
Multifamily	\$369,905
Non-Residential	\$3,008,829
Existing Development	
Single family (in dwelling units)	4,397
Multifamily (in dwelling units)	374
Non-Residential (in square feet)	3,405,430
Impact Fee by Land Use	
Single family (per dwelling unit)	\$1,553
Multifamily (per dwelling unit)	\$989
Non-Residential (per square foot)	\$0.88

Summary and Recommendations

The fees listed in Figure II-3 should be considered maximum defensible amounts, although it is recognized that the District may choose not to adopt fees as high as the maximum defensible amounts set forth in this analysis.

We also offer the following recommendations for your consideration:

- The District should maintain the Impact Fee Fund separate and apart from the General Fund, withdrawn only to pay for growth-related infrastructure.
- The District should adhere to a written policy governing its expenditure of monies from the Impact Fee Fund. The Fund should be prohibited from paying for District operational expenses including the repair and replacement of existing infrastructure not necessitated by growth. In cases when new infrastructure is expected to partially replace existing capacity and to partially serve new growth, cost sharing between the General Fund (or Capital Fund) and Impact Fee Fund should be allowed on a pro rata basis as determined by the District's board.
- The fees calculated in this study should be updated periodically as the District invests in additional fire protection infrastructure beyond what is listed in Figure II-1, and/or the District's population or inventory of commercial square footage change significantly.
- Finally, the fees should be updated annually based on established inflation indices, such as the Consumer Price Index or the Engineering News Record.

**IGA FOR THE ASSESSMENT,
COLLECTION, AND REMITTANCE
OF EMERGENCY SERVICES IMPACT
FEES FOR FRONT RANGE FIRE
RESERVE FIRE PROTECTION
DISTRICT**

(Informational Only)

**INTERGOVERNMENTAL AGREEMENT FOR THE ASSESSMENT, COLLECTION, AND
REMITTANCE OF EMERGENCY SERVICES IMPACT FEES
FOR FRONT RANGE FIRE RESCUE FIRE PROTECTION DISTRICT**

This intergovernmental agreement for the assessment, collection, and remittance of emergency services impact fees ("Agreement") is entered into by and between the Town of Johnstown ("Town") and the Front Range Fire Rescue Fire Protection District ("District"). The Town and the District are referred to collectively as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, the Town is a home rule municipality of the State of Colorado ("State") and the District is a political subdivision of the State, formed pursuant to Title 33, Colorado Revised Statutes ("C.R.S.");

WHEREAS, the District was formed to provide fire suppression, fire prevention, emergency medical, emergency rescue, and hazardous materials services (collectively, "Emergency Services"), as well as other services, to the citizens and their property within its jurisdiction, and to individuals passing through its jurisdiction;

WHEREAS, the District's jurisdiction currently encompasses property that lies within the Town's jurisdictional boundaries;

WHEREAS, pursuant to § 29-20-104.5, C.R.S. ("Impact Fee Act"), the District is permitted to receive and spend impact fees or other similar development charges imposed pursuant to the provisions of, and for the purposes described in, the Impact Fee Act;

WHEREAS, the District obtained an Impact Fee Study dated October 3, 2018, to evaluate the essential nexus between new development within the District's jurisdictional boundaries and the projected impact that such development has on the District's Capital Facilities ("Nexus Study"). The Nexus Study quantified the impacts of both new residential and new non-residential development on the District's Capital Facilities;

WHEREAS, on October 10, 2018, the District's Board of Directors ("Board") adopted a Resolution approving an impact fee schedule at levels no greater than necessary to defray the impacts directly related to development within the District's jurisdiction as determined by the Nexus Study ("Impact Fee Schedule"). A copy of the approved Impact Fee Schedule is attached as Attachment 1; and

WHEREAS, in accordance with § 29-20-104.5(2)(c), C.R.S., the Parties desire to enter into this Agreement to define the District's impact fees, and the details of assessment, collection, and remittance, all in accordance with the requirements of the Impact Fee Act.

NOW, THEREFORE, in consideration of the mutual promises contained within this Agreement, the Parties hereby agree as follows:

AGREEMENT

1. Definitions. In addition to the definitions provided elsewhere in this Agreement, the terms "Development Permit" and "Capital Facility(ies)" shall be defined as provided in § 29-20-103(1), C.R.S., and § 29-20-104.5(4), C.R.S., respectively, including any amendments thereto. The Parties agree that the Town's issuance of a building permit constitutes a "preliminary or final approval of an application" as provided by § 29-20-103(1), C.R.S., such that, for purposes of this Agreement, a building permit issued by the Town is a "Development Permit."

2. Establishment of District Impact Fee.

- a. The Town agrees to impose an impact fee on new development that currently is located within both the Town and the District, or that in the future becomes located within the Town and the District, in accordance with the attached Impact Fee Schedule, subject to inflation as set forth herein ("District Impact Fee"). The District Impact Fee shall be imposed on all new development for which a Development Permit application is submitted to the Town on or after the effective date of this Agreement as provided in Paragraph 4 below; provided, however, that the Town shall not be subject to the District Impact Fee for Town-owned developments. On January 1, 2020, and on January 1st of each year thereafter in which the District Impact Fee is in effect, the amount of the District Impact Fee per dwelling unit for residential development and/or per square feet of non-residential development may be automatically adjusted to account for inflationary increases as provided in Section 17-223 of the Johnstown Municipal Code, as amended from time to time.
- b. The District will update the Nexus Study no less frequently than every five (5) years ("Updated Nexus Study"). If the Updated Nexus Study recommends any changes to the Impact Fee Schedule, then the District Board may, after considering such recommendations, adopt a Resolution seeking an updated Impact Fee Schedule at a level no greater than necessary to defray the impacts of new development on the District's Capital Facilities ("Updated Impact Fee Schedule"). The District shall thereafter submit to the Town a copy of: (i) the Updated Impact Fee Schedule; (ii) the Resolution seeking the Updated Impact Fee Schedule; and (iii) the Updated Nexus Study. Upon receipt and consideration of the foregoing, the Town may, in its discretion, adopt and impose the Updated Impact Fee Schedule as provided in the Impact Fee Act. In exercising its discretion, the Town may confer with the District with respect to the Updated Impact Fee Schedule, the Updated Nexus Study, or any other matter related thereto. Notwithstanding the foregoing, if the Updated Nexus Study recommends a decrease to all or any part of the Impact Fee Schedule, the Parties shall take the

requisite actions necessary to implement the Updated Impact Fee Schedule to reflect the recommended decrease.

- c. The Town retains the right to waive the District Impact Fee on the development of low- or moderate-income housing or affordable employee housing as defined by the Town, as provided in § 29-20-104.5(5), C.R.S., and the right to defer payment of the District Impact Fee until the issuance of a certificate of occupancy as provided in § 29-20-104.5(6), C.R.S. If waived, the Town shall not be required to backfill the District Impact Fee.

3. Procedures for Assessment, Collection, and Remittance.

- a. As part of its Development Permit application process, the Town shall require the developer of any proposed new development within the District's jurisdictional boundaries to confer with the District regarding whether, under the Impact Fee Schedule (or any Updated Impact Fee Schedule), a District Impact Fee is owed and, if owed, the amount of the District Impact Fee. The developer and the District may mutually determine whether an in-kind contribution will be made by the developer to the District in lieu of paying all or any portion of a District Impact Fee ("In-Kind Contribution"). The developer and the District shall sign an Impact Fee Form that is substantially the same as the form attached as Attachment 2, stating one of the following: (i) a District Impact Fee is not owed; (ii) a District Impact Fee is owed and the amount of the District Impact Fee; or (iii) the developer will make an In-Kind Contribution as described in the Impact Fee Form. The District shall be solely responsible for determining whether a District Impact Fee is owed and the amount of such District Impact Fee and/or whether an In-Kind Contribution will be accepted in lieu of a District Impact Fee.

- b. The developer shall submit the signed Impact Fee Form along with a check made payable to "Front Range Fire Rescue" in the amount of the District Impact Fee, if any is owed, with the other documentation required by the Town as part of the Development Permit application process. The Town shall hold the check until the Development Permit application is approved or denied.

In the event the Town is required to collect the District Impact Fee at any time other than concurrently with the fees collected as part of the Development Permit application process, then the Town may assess an administrative fee of up to 2.0% of the District Impact Fee to cover the actual and reasonable costs related to the collection and remittance of District Impact Fees.

- d. For purposes of subparagraphs (a) through (c) of this Paragraph 3, the "Development Permit application process" shall be deemed to mean the Town's

building permit application process, unless the requirement to pay the District Impact Fee is deferred until the issuance of a certificate of occupancy as provided in subparagraph (c) of Paragraph 2.

- e. If the Town denies the Development Permit application, the developer shall not be required to pay a District Impact Fee or make an In-Kind Contribution to the District. In that case, the developer may obtain the check back from the Town. If the Town grants the application and issues a Development Permit, the Town shall notify the District, and the District may obtain the check from the Town.
- f. Notwithstanding the foregoing, if the developer will make an In-Kind Contribution in lieu of paying all or part of the District Impact Fee, then the Town shall notify the District if it grants the application and issues a Development Permit, and the District shall be solely responsible for receiving the In-Kind Contribution.
- g. The District shall not require a developer to provide any site-specific dedication or improvement to meet the same need for Capital Facilities for which the District Impact Fee is imposed. The District further agrees not to seek a District Impact Fee from a developer if the developer already is required to pay an impact fee or other similar development charge for another Capital Facility used to provide similar Emergency Services, or if the developer has voluntarily contributed money for such other Capital Facility.
- h. The District shall account for all District Impact Fees in accordance with Part 8 of Article 1 of Title 29, Colorado Revised Statutes.

4. Effective Date and Term. This Agreement shall be effective fourteen (14) days after the Town Council approves and adopts an ordinance on second reading amending Section 17-230(b) of the Johnstown Municipal Code to add the District Impact Fee, and shall continue in effect until terminated in accordance with its terms. Notwithstanding the foregoing, this Agreement shall not apply to developments, or portions thereof, within the Town that, prior to the effective date of this Agreement, have obtained a footing and foundation permit even if the developer has not yet obtained a Development Permit.

5. Termination.

- a. The Parties may at any time mutually agree in writing to terminate this Agreement.

- b. The District may at any time terminate this Agreement upon 30 calendar days' prior written notice to the Town.
- c. The Town may at any time provide written notice of intent to terminate this Agreement to the District. Upon receipt of the written notice, the Town and the District, or their authorized representatives, shall meet to discuss, in good faith, whether any amendments may be made to this Agreement or to the District Impact Fee upon which the Parties would mutually agree to continue this Agreement. If the Parties are unable to agree upon any such amendments, then the Town's notice of termination, if given in the first six months of a calendar year, shall be effective at the end of that calendar year and, if given in the second six months of a calendar year, shall be effective on December 31 of the calendar year after the year in which the notice is given.
6. **Default.** If either Party defaults in its performance under this Agreement, the non-defaulting Party shall provide written notification to the defaulting Party of the default. The defaulting Party shall have the right to cure, or to make substantial efforts to cure, the default within 30 calendar days after the non-defaulting Party's notice of default is given. If the defaulting Party fails to cure, or to make substantial efforts to cure, the default within the 30-day period, the non-defaulting Party, at its option, may immediately terminate this Agreement or may elect to treat this Agreement as being in full force and effect. If the non-defaulting Party elects to treat this Agreement as being in full force and effect, then the non-defaulting Party shall have the right to bring an action for any remedy available to such Party in equity or at law; provided that any remedy of damages shall be limited to actual moneys owed and accrued interest.
7. **Governmental Immunity.** Nothing in this Agreement shall be construed as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Parties under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, §§ 24-10-101, C.R.S., *et seq.*
8. **Defense of the Town.** To the extent permitted by law, the District shall indemnify and hold harmless the Town, its officers, agents, and employees from and against any and all claims, liabilities, costs, expenses, penalties, attorneys' fees, and defense costs (collectively, "Claims") arising from a denial of a certificate of occupancy or other Town-issued permit due to nonpayment of any District Impact Fee or failure to make an In-Kind Contribution or the failure of the District to comply with § 29-20-104.5, C.R.S. To the extent permitted by law, the District shall, at its own cost, investigate, handle, respond to, and defend against such liability, claims, or demands related thereto and shall bear all other related costs and expenses, including court costs and attorneys' fees. The District shall have the right to select legal counsel to represent it in connection with any Claims coming within this Paragraph 8.

9. Entire Agreement. This Agreement is the entire agreement between the Parties with respect to the matters covered by it, and supersedes any prior understanding or agreement, oral or written, with respect thereto.

10. Notices and Requests. Any notice permitted or required by this Agreement shall be in writing and shall be hand-delivered or sent by certified or registered mail, postage prepaid, return receipt requested, to the following addresses. Notices are effective upon receipt.

Town of Johnstown
Attn: Town Manager
450 S. Parish Avenue
Johnstown, CO 80543

Front Range Fire Rescue
Attn: Fire Chief
101 S. Irene Avenue
Milliken, CO 80543

11. Financial Obligations of the Parties. Any financial obligation of a Party under this Agreement is contingent upon budgeting, appropriation and availability of specific funds to discharge those obligations. Nothing in this Agreement constitutes a debt, a direct or indirect multiple fiscal year financial obligation, a pledge of a Party's credit, or a payment guarantee by one Party to the other.

12. Dispute Resolution. In the event of any dispute or claim arising from or related to this Agreement, the Parties shall use their best efforts to settle such dispute or claim through good faith negotiations with each other. If such dispute or claim is not settled through negotiations within thirty (30) days after the earliest date on which one Party notifies the other Party in writing of its desire to attempt to resolve such dispute or claim through negotiations, then the Parties agree to attempt in good faith to settle such dispute or claim by mediation conducted under the auspices of the Judicial Arbitrator Group ("JAG") of Denver, Colorado or, if JAG is no longer in existence, or if the Parties agree otherwise, then under the auspices of a recognized, established mediation service within the State of Colorado. Such mediation shall be conducted within sixty (60) days following either Party's request therefor. If such dispute or claim is not settled through mediation, then either Party may institute a civil action in the District Court for Weld County.

13. Miscellaneous. Colorado law governs this Agreement. Jurisdiction and venue shall lie exclusively in Weld County District Court. This Agreement may be amended only by a document signed by the Parties. Course of performance, no matter how long, shall not constitute an amendment to this Agreement. If any provision of this Agreement is held invalid or unenforceable, all other provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement. This Agreement shall inure to the benefit of

and be binding upon the Parties and their legal representatives and successors. Notwithstanding any other provision of this Agreement to the contrary, in no event shall either of the Parties be required to exercise any power or take any action which is prohibited by applicable law. Neither Party shall assign this Agreement. This Agreement is not intended to, and shall not, confer rights on any person or entity not named as a party to this Agreement. This Agreement may be executed in counterparts and by facsimile or electronic PDF, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

INFORMATIONAL ONLY

IN WITNESS WHEREOF, the Parties have executed this Agreement.

TOWN OF JOHNSTOWN, a home rule
Municipality of the State of Colorado

FRONT RANGE FIRE RESCUE
FIRE PROTECTION DISTRICT, a public
entity of the State of Colorado

By: _____
Mayor Scott James

By: _____
Board President Darin Rutt

Date: _____

Date: _____

ATTESTED:

ATTESTED:

Town Clerk Diana Seele

Board Secretary Jim Young

INFORMATIONAL ONLY

ATTACHMENT 1

**FRONT RANGE FIRE RESCUE FIRE PROTECTION DISTRICT
EMERGENCY SERVICES IMPACT FEE SCHEDULE**

Effective _____, 2019

RESIDENTIAL	
UNIT TYPE	FEE PER DWELLING UNIT
Single Family or Two-Family	\$1,087.00
Multi-Family	\$692.00
NON-RESIDENTIAL	
UNIT TYPE	FEE PER SQUARE FOOT
Any Non-Residential	\$0.60

No developer or landowner is required to provide any site specific dedication or improvement to meet the same need for capital facilities for which an impact fee is imposed pursuant to this schedule, and no impact fee will be imposed on a developer or landowner if that individual is already required to pay an impact fee or other similar development charge for another capital facility used to provide similar Emergency Services, or if the individual has voluntarily made a commensurate contribution of money for such other capital facility.

ATTACHMENT 2

FRONT RANGE FIRE RESCUE FIRE PROTECTION DISTRICT IMPACT FEE FORM

DEVELOPER INFORMATION			
Development Company		State of Incorporation	
Address			
Telephone		Fax	
CONTACT PERSON			
Name		Title	
Office Telephone		Cell Phone	
Email Address			
DEVELOPMENT INFORMATION			
Name of Development		Location (Address or Cross Streets)	
RESIDENTIAL UNITS		NON-RESIDENTIAL USES	
Single- or Two-Family (\$1,087.00 per unit)		Non-Residential Uses (\$0.60 per square foot)	
Multi-Family (\$692.00 per unit)		Total Square Feet:	
IMPACT FEE DETERMINATION			
Check One: <input type="checkbox"/> No impact fee owed or <input type="checkbox"/> Impact fee owed in the amount of: \$ _____			
If applicable: <input type="checkbox"/> An in-kind contribution will be made in lieu of paying all or a portion of an impact fee. Description of the in-kind contribution (attach additional information if necessary) and amount of impact fee offset: _____			

The developer must submit this signed Impact Fee Form with the other documentation required by the Town of Johnstown as part of its development permit application process. If the Town denies the application, the developer is not required to pay the Impact fee or make an In-Kind Contribution to the District. If the Town grants the application and issues a development permit, the developer must pay the Impact Fee and/or make the In-Kind Contribution, or enter into a written agreement with the District to make the In-Kind Contribution before the Town will issue a Certificate of Occupancy in connection with the development.

DEVELOPER:

**FRONT RANGE FIRE RESCUE
FIRE PROTECTION DISTRICT:**

By: _____
Date: _____

By: _____, Fire Chief
Date: _____

AGENDA ITEM 10C

AMENDMENT NO. 2

TO

**PROFESSIONAL SERVICES
AGREEMENT**

**(Johnstown Community Recreation
Center Construction Project)**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: November 19, 2018

ITEM NUMBER: 10C

SUBJECT: Consider Approval of Amendment No. 2 to Agreement Between the Town of Johnstown and Adolfson & Peterson Construction– Johnstown Community Recreation Center Construction Project

ACTION PROPOSED: Approve Amendment No. 2

PRESENTED BY: Town Attorney; Mr. Beau LaCouture, Owner's Representative & Interim Town Manager

AGENDA ITEM DESCRIPTION: On April 6, 2018 the Town of Johnstown entered into a professional services agreement with Adolfson & Peterson Construction (Construction Manager/General Contractor) for preconstruction services related to the construction of the Johnstown Community Recreation Center. Amendment No. 1 which was approved on October 15, 2018 established a Guaranteed Maximum Price for the Initial portion of the cost of construction of the facility as well as the Construction Manager's fee for \$2,808,662. Amendment No. 2 which is enclosed including the Exhibit A.2 details and establishes the Design Development costs. This aspect of the project is for the structural, electric, mechanical, plumbing and other miscellaneous components detailed in the project summary sheet. It does not include the elements related to the interior finishes which will be presented as Amendment No. 3 to provide for a final GMP for the project.

In addition to establishing the Guaranteed Maximum Price, Amendment No. 2 also includes the following Exhibits to the Agreement (refer to attachments A.2):

* Exhibit A.2 – Bid Pack 1b DD Package GMP

Mr. LaCouture has reviewed the Guaranteed Maximum Price and Exhibit A.2 of Amendment No. 2 to the professional services agreement, and is recommending approval by the Council (refer to attached letter of recommendation). Mr. LaCouture will be attending the meeting to answer any questions asked by the Town Council.

LEGAL ADVICE: The Town Attorney has reviewed the professional services agreement and Amendment No. 2.

FINANCIAL ADVICE: According to the Town Treasurer, sufficient funds are available for the project. A total of \$29,200,000.00 has been allocated in the 2018/2019 budget for contribution toward the construction.

RECOMMENDED ACTION: Approve Amendment No. 2 and Exhibit A.2 Bid Pack 1b DD Package.

SUGGESTED MOTIONS:

For Approval: I move we approve Amendment No.2 (including Exhibit A.2) to the Agreement between the Town of Johnstown and Adolfson & Peterson Construction in an amount not to exceed \$17,861,342.00, and authorize the owner's representative (Mr. LaCouture), with approval from the Town Manager, to approve change orders in an amount not to exceed five percent (5.0 %) of the contract amount and, authorize the Mayor to sign the Amendment.

For Denial: I move we deny approval of Amendment No. 2 to the Agreement between the Town of Johnstown and Adolfson & Peterson Construction.

Reviewed:

Town Manager

**GUARANTEED MAXIMUM
PRICE AMENDMENT**

AIA Document A133™ – 2009 Exhibit A

Guaranteed Maximum Price Amendment

for the following PROJECT:

(Name and address or location)

Johnstown Community Recreation Center
Weld CR17 and CR 46 ½ - NE Intersection
Johnstown, CO 80534

THE OWNER:

(Name, legal status and address)

The Town of Johnstown
450 S. Parish Ave.
Johnstown, CO 80534

THE CONSTRUCTION MANAGER:

(Name, legal status and address)

AP Mountain States, LLC dba Adolfson & Peterson Construction
797 Ventura St.
Aurora, CO 80011

ARTICLE A.1

§ A.1.1 Guaranteed Maximum Price (Part 2)

Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager agreed to enter into a Guaranteed Maximum Price Amendment setting forth the Guaranteed Maximum Price ("GMP") for the Cost of the Work. Subsequent to execution of the Agreement, the Owner and Construction Manager agreed that the parties would execute three Guaranteed Maximum Price Amendments setting forth the GMP for three subsets of the Work: (1) Earthwork and Utilities; (2) Design Development ("DD"); and (3) Interior Finishes. On or about October 15, 2018, the parties executed the initial Guaranteed Maximum Price Amendment related to the Earthwork and Utilities. The parties hereby desire to execute the second Guaranteed Maximum Price Amendment, setting forth the GMP for all the Work set forth on **Exhibit A.2 (Bid Pack 1b DD Package)**, which is attached hereto and incorporated herein by such reference.

To accomplish the foregoing, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price for the Design Development, which shall include the full scope of Work outlined in **Exhibit A.2 (Bid Pack 1b DD Package)**. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed for the scope of Work forth on **Exhibit A.2 (Bid Pack 1b DD Package)**, but does not include the Work for the Interior Finishes, which shall be set forth in a subsequent Guaranteed Maximum Price Amendment. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement. The Work referenced in **Exhibit A.2 (Bid Pack 1b DD Package)** is recognized and agreed to be the guaranteed maximum cost for such work and is no longer an estimate, and the use of the word "estimated" in **Exhibit A.2 (Bid Pack 1b DD Package)** is recognized to be of no consequence to the foregoing recognition and agreement. All Work outside of **Exhibit A.2 (Bid Pack 1b DD Package)**, except for work set forth in the initial Guaranteed Maximum

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

Price Amendment for the Earthwork and Utilities, is still an estimate until the parties adopt of a third Guaranteed Maximum Price Amendment for the Interior Finishes.

Construction Manager further agrees that the Work set forth on **Exhibit A.2 (Bid Pack 1b DD Package)** constitutes the entirety of the Work to be done pursuant to the Agreement to complete the Project, excepting the Work required for the Earthwork and Utilities and the Work for the Interior Finishes.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Seventeen Million, Eight Hundred Sixty-One Thousand, Three Hundred Forty-Two Dollars (\$17,861,342.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.

(Provide below or reference an attachment.)

Refer to **Exhibit A.2 (Bid Pack 1b DD Package)**

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

Refer to **Exhibit A.2 (Bid Pack 1b DD Package)**

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item

Refer to **Exhibit A.2 (Bid Pack 1b DD Package)**

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

Refer to **Exhibit A.2 (Bid Pack 1b DD Package)**

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

(Table Deleted)

§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)

Refer to Specifications in **Exhibit A.2 (Bid Pack 1b DD Package)**

(Table Deleted)

§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)

Refer to Drawings in **Exhibit A.2 (Bid Pack 1b DD Package)**

(Table Deleted)

§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:

(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

See Refer to Documentation and Information contained in **Exhibit A.2 (Bid Pack 1b DD Package)**

Init.

ARTICLE A.2

§ A.2.1 The anticipated date of Substantial Completion established by this Amendment:

The date of Substantial Completion is May 15, 2020, absent written approval by the Owner of time extensions. The Owner and the Contractor agree that it would be impractical and extremely difficult to estimate the damages, including, but not limited to indirect, incidental, special and consequential damages, which Owner might suffer if the Contractor fails to achieve Substantial Completion within the Contract Time. Owner and Contractor have determined and agree that fair and reasonable compensation for the damages Owner may suffer if Contractor fails to achieve Substantial Completion within the Contract Time is one-thousand dollars (\$1,000.00) per day ("Liquidated Damages"), and Contractor agrees to pay the said amount for each day after the expiration of the Contract Time until such time as the Contractor achieves Substantial Completion. Notwithstanding the foregoing, Liquidated Damages shall not exceed fifty-percent (50%) of Contractor's Fee (Construction Manager's Fee described in Article 5 of the Agreement). Such Liquidated Damages shall be Owner's sole and exclusive remedy, and not as a penalty, for Contractor's failure to achieve Substantial Completion within the Contract Time, but shall not limit other remedies that may otherwise be available for matters unrelated to achieving Substantial Completion within the Contract Time.

OWNER *(Signature)*

CONSTRUCTION MANAGER *(Signature)*

(Printed name and title)

(Printed name and title)

Additions and Deletions Report for AIA® Document A133™ – 2009 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:29:22 ET on 11/13/2018.

PAGE 1

Johnstown Community Recreation Center
Weld CR17 and CR 46 ½ - NE Intersection
Johnstown, CO 80534

...

The Town of Johnstown

...

450 S. Parish Ave.

...

Johnstown, CO 80534

...

AP Mountain States, LLC dba Adolfson & Peterson Construction
797 Ventura St.
Aurora, CO 80011

...

§ A.1.1 Guaranteed Maximum Price (Part 2)

...

Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager agreed to enter into a Guaranteed Maximum Price Amendment setting forth the Guaranteed Maximum Price ("GMP") for the Cost of the Work. Subsequent to execution of the Agreement, the Owner and Construction Manager agreed that the parties would execute three Guaranteed Maximum Price Amendments setting forth the GMP for three subsets of the Work: (1) Earthwork and Utilities; (2) Design Development ("DD"); and (3) Interior Finishes. On or about October 15, 2018, the parties executed the initial Guaranteed Maximum Price Amendment related to the Earthwork and Utilities. The parties hereby desire to execute the second Guaranteed Maximum Price Amendment, setting forth the GMP for all the Work set forth on Exhibit A.2 (Bid Pack 1b DD Package), which is attached hereto and incorporated herein by such reference.

PAGE 2

To accomplish the foregoing, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum ~~Price~~-Price for the Design Development, which shall include the full scope of Work outlined in Exhibit A.2 (Bid Pack 1b DD Package). As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not ~~exceed~~-exceed for the scope of Work forth on Exhibit A.2 (Bid Pack 1b DD Package), but does not include the Work for the Interior Finishes, which shall be set forth in a subsequent Guaranteed Maximum Price Amendment. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement. The Work referenced in Exhibit A.2 (Bid Pack 1b DD Package) is recognized and agreed to be the guaranteed maximum cost for such work and is no longer an estimate, and the use of the word "estimated" in Exhibit A.2 (Bid Pack 1b DD Package) is recognized to be of no consequence to the foregoing recognition and agreement. All Work outside of Exhibit A.2 (Bid Pack 1b DD Package), except for work set forth in the initial Guaranteed Maximum Price Amendment for the Earthwork and Utilities, is still an estimate until the parties adopt of a third Guaranteed Maximum Price Amendment for the Interior Finishes.

...

Construction Manager further agrees that the Work set forth on Exhibit A.2 (Bid Pack 1b DD Package) constitutes the entirety of the Work to be done pursuant to the Agreement to complete the Project, excepting the Work required for the Earthwork and Utilities and the Work for the Interior Finishes.

...

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Seventeen Million, Eight Hundred Sixty-One Thousand, Three Hundred Forty-Two Dollars (\$17,861,342.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

...

Refer to Exhibit A.2 (Bid Pack 1b DD Package)

...

Refer to Exhibit A.2 (Bid Pack 1b DD Package)

...

Item	Price (\$0.00)
<u>Refer to Exhibit A.2 (Bid Pack 1b DD Package)</u>	

...

Refer to Exhibit A.2 (Bid Pack 1b DD Package)

...

Document	Title	Date	Pages
----------	-------	------	-------

...

Refer to Specifications in Exhibit A.2 (Bid Pack 1b DD Package)

...

Section	Title	Date	Pages
---------	-------	------	-------

...

Refer to Drawings in Exhibit A.2 (Bid Pack 1b DD Package)

...

Number	Title	Date
--------	-------	------

...

See Refer to Documentation and Information contained in Exhibit A.2 (Bid Pack 1b DD Package)

PAGE 3

The date of Substantial Completion is May 15, 2020, absent written approval by the Owner of time extensions. The Owner and the Contractor agree that it would be impractical and extremely difficult to estimate the damages, including, but not limited to indirect, incidental, special and consequential damages, which Owner might suffer if the Contractor fails to achieve Substantial Completion within the Contract Time. Owner and Contractor have determined and agree that fair and reasonable compensation for the damages Owner may suffer if Contractor fails to achieve Substantial Completion within the Contract Time is one-thousand dollars (\$1,000.00) per day ("Liquidated Damages"), and Contractor agrees to pay the said amount for each day after the expiration of the Contract Time until such time as the Contractor achieves Substantial Completion. Notwithstanding the foregoing, Liquidated Damages shall not exceed fifty-percent (50%) of Contractor's Fee (Construction Manager's Fee described in Article 5 of the Agreement). Such Liquidated Damages shall be Owner's sole and exclusive remedy, and not as a penalty, for Contractor's failure to achieve Substantial Completion within the Contract Time, but shall not limit other remedies that may otherwise be available for matters unrelated to achieving Substantial Completion within the Contract Time.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Denise Icks , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:29:22 ET on 11/13/2018 under Order No. 3566220700 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ - 2009 Exhibit A, Guaranteed Maximum Price Amendment, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



**Adolfson
& Peterson
Construction**

797 Ventura Street, Aurora, CO 80011

Exhibit A.2 Bid Pack 1b DD Package

Project: Johnstown Recreation Center
Owner: Town of Johnstown
Architect: Perkins + Will

Date: 11/06/2018
Estimator: Chris Cooper
Project SF: 69,143
Duration in Months: 17
Estimate #: Bid Pack 1b

Project Summary Sheet - Estimated Cost of the Work

		BP1b - Remaining Trades	BP1b Remaining Trades Comments
Division #0	Procurement and Contracting Requirements	\$420,359	
Division #1	General Requirements	\$431,355	
Division #2	Existing Conditions	\$0	
Division #3	Concrete	\$1,371,772	
Division #4	Masonry	\$2,615,853	
Division #5	Metals	\$1,843,266	
Division #6	Wood, Plastics, and Composites	\$0	
Division #7	Thermal and Moisture Protection	\$82,100	
Division #8	Openings	\$0	
Division #9	Finishes	\$0	
Division #10	Specialties	\$0	
Division #11	Equipment	\$0	
Division #12	Furnishings	\$0	
Division #13	Special Construction	\$2,506,444	
Division #14	Conveying Equipment	\$85,683	
Division #21	Fire Suppression	\$240,495	
Division #22	Plumbing	\$653,741	
Division #23	Heating, Ventilating and Air Conditioning	\$2,370,820	
Division #25	Integrated Automation	\$0	
Division #26	Electrical	\$1,723,859	
Division #27	Communications	\$700,291	
Division #28	Electronic Safety and Security	\$101,635	
Division #31	Earthwork	\$0	
Division #32	Exterior Improvements	\$1,018,298	
Division #33	Utilities	\$0	
Subtotal		\$16,165,971	
Utility Tap & Development Fees		By Owner	
Permit Allowance		N/A	
Use Tax		N/A	
Design Contingency		\$323,319	Reduced Design contingency to 2%
Estimate Contingency		\$329,786	Reduced estimate contingency to 2%
Construction Contingency		\$412,232	Construction contingency remains at 2.5%
Builders Risk Insurance		\$0	Amount included in Bid Pack 1 already approved based on \$29.1 mm
Comprehensive General Liability Insurance		\$0	Amount included in Bid Pack 1 already approved based on \$29.1 mm
Sub Bonding Subguard		\$183,771	Subcontractor bonding
Performance, Labor & Material Bond		\$0	Amount included in Bid Pack 1 already approved based on \$29.1 mm
Escalation Allowance		\$0	Eliminated escalation allowance in BP1b
General Contractors Fee		\$446,261	
Preconstruction Services		W/ Amendment #1	Included with amendment #1
Estimated Cost of Construction			
Bid Pack 1b		\$17,861,342	

Johnstown Recreation Center
Detailed Cost Estimate and Budget Control Document

Item #	Description	Quantity	Unit	Total Unit	Notes / Comments / Clarifications	Total Cost
Division 0 - General Conditions						
00 72 00	AIA General Conditions					
	Bp1b					
4	General conditions of the contract - BP1b Remaining Trades	8.00	mth	\$52,544.86		\$420,359
00 72 00 Total						\$420,359
Division 0 - General Conditions Total						\$420,359
Division 01 - General Requirements						
01 45 00	Quality Control					
	Bp1b					
1	- Asst Supt.	17.00	mth	\$14,947.16		\$254,102
2	- Project Engineer	17.00	mth	\$10,426.64		\$177,253
01 45 00 Total						\$431,355
Division 01 - General Requirements Total						\$431,355
Division 03 - Concrete						
03 35 00	Concrete Finishing					
	Bp1b					
1	Finishing Subcontractor	1.00	sub	\$676,900.00		\$676,900
2	4" Slab on Grade - recessed @ Gym	11721.00	sf		Included	\$0
3	4" Slab on Grade - typical	22952.00	sf		Included	\$0
4	6" NW Slab on Metal Deck - W6x6-2.0x2.0	14697.00	sf		Included	\$0
5	8" NW Slab on Metal Deck - W6x6-2.0x2.1	1457.00	sf		Included	\$0
	8" Slab on Grade w/ #5 @ 12" OC T&B - locker					
6	rooms	3975.00	sf		Included	\$0
7	3.5" topping slabs at locker rooms	3975.00	sf		Included	\$0
8	4" Pool Deck - medium broom finish	5176.00	sf		Included	\$0
	2'-0"x 9" cantilever conc deck w/ 3/4" radius					
9	bullnose edges	562.00	lf		Included - ADG detail	\$0
	3'w x 8"th thickened slab below CMU partitions (to					
10	deck) & stair supports	306.00	lf		Included	\$0
	5'w x 8"th thickened slab below CMU partitions					
11	(cantilevered)	363.00	lf		Included	\$0
12	Pool deck trench	1.00	ls		Included	\$0
13	SOG column diamonds - (2' x 2' x 8")	43.00	ea		Included	\$0
	Provide and Install 15mil STEGO vapor barrier					
14	(Include 15% waste)	26400.00	sf	\$1.11		\$29,370
15	Pedimat mat recess	2.00	ea	\$230.00		\$460
16	Locker bases - (4" x 1')	235.00	lf	\$18.40		\$4,324
17	Metal Pan Stairs (treads & landings) - (2.5")	296.00	sf	\$12.65		\$3,744
18	Equipment Pads - (6")	3060.00	sf		Included	\$0
19	Misc. concrete accessories (cure, bulkheads, etc.)	63953.00	sf	\$0.12		\$7,355
20	Concrete Foreman for layout	2.00	mth	\$13,035.03		\$26,070
21	rebar supplied and installed	13.90	ton		Included	\$0
22	Slab void & cover - 6"				Not Included	\$0
23	Sealed concrete				w/ Polished Concrete div 09	\$0
24	Silica Exposure Management Plan	1.00	ea	\$3,190.00		\$3,190
25	Respirators and filters, fit tests and exams	12.00	ea	\$43.00		\$516
26	Respirator fit test & exams	4.00	ea	\$850.00		\$3,400
27	Industrial Hygienist				Not Included	\$0
28	Testing equipment and lab costs	2.00	ea	\$534.75		\$1,070
29	Floor Sweep	5531.44	lbs	\$0.33		\$1,844
30	HEPA Vacuum			\$889.00	Not Included	\$0
31	Wet Tools				By Trade	\$0
03 35 00 Total						\$758,242
03 60 00	Grouting					
	Bp1b					
1	Columns	43.00	ea	\$60.00		\$2,580
2	Elevator/Hoist sills	4.00	ea	\$100.00		\$400
03 60 00 Total						\$2,980
03 11 00	Concrete Forming					
	Bp1b					
1	FORMWORK	1.00	sub	\$346,690.00		\$346,690
2	Continuous Footing 12" D x 22" W	340.00	lf		Included	\$0
3	Continuous Footing 12" D x 19" W	1186.00	lf		Included	\$0
4	Elevator pit walls and bottom slab	1.00	ls		Included	\$0
5	Exterior stair footing and walls	38.00	lf		Included	\$0
6	F2x2 Pad Footing 12" D x 20" x 2'0"	1.00	ea		Included	\$0
7	F3x3 Pad Footing 12" D x 3'0" x 3'0"	24.00	ea		Included	\$0
8	F4x4 Pad Footing 12" D x 4'0" x 4'0"	19.00	ea		Included	\$0
9	F5x5 Pad Footing 12" D x 5'0" x 5'0"	15.00	ea		Included	\$0
10	F6x6 Pad Footing 12" D x 6'0" x 6'0"	2.00	ea		Included	\$0

Johnstown Recreation Center
Detailed Cost Estimate and Budget Control Document

Item #	Description	Quantity	Unit	Total Unit	Notes / Comments / Clarifications	Total Cost
03 11 00	11 F7x7 Pad Footing 14" D x 7'0" x 7'0"	4.00	ea		Included	\$0
	12 F8x8 Pad Footing 16" D x 8'0" x 8'0"	2.00	ea		Included	\$0
	13 F9x9 Pad Footing 18" D x 9'0" x 9'0"	1.00	ea		Included	\$0
	14 Pilasters	41.00	ea		Included	\$0
	15 Surge tank walls and bottom pad	1.00	ls		Included	\$0
	16 Backwash pit walls and bottom slab	1.00	ls		Included	\$0
	17 Grade Beam 2'-0 High x 10"w	45.00	lf		Included	\$0
	18 Grade Beam 1'9" High x 8"w	182.00	lf		Included	\$0
	19 Grade Beam 12'10" High x 11"w	1186.00	lf		Included	\$0
	20 Caissons				Not Included	\$0
	21 CONCRETE PUMP, frnd	1.00	ls		Included	\$0
	22 Rebar supply and install	1.00	ls			\$0
	23 Install embeds furnished by others	31111.00	sf/mwk	\$0.17		\$5,367
	24 Sleeving for mech/elec.	150.00	ea	\$28.75		\$4,313
	25 MISC. FORMWORK ITEMS				Below	\$0
	26 Anchor Bolts	172.00	ea	\$5.75		\$989
	27 Patch tie holes for waterproofing/dampproofing	15555.50	sf	\$0.50		\$7,778
	28 Grade beam void form				Not Included	\$0
	29 Concrete Foreman for layout	2.00	mth	\$13,035.03		\$26,070
	30 Hand Excavation	10.00	day	\$345.00		\$3,450
	31 Hoisting for formwork	1.00	mth	\$18,643.28		\$18,643
	32 Water stop - labor & material				Included	\$0
03 11 00 Total						\$413,299
03 30 05	Concrete Materials					
	Bp1b					
	1 Caissons				Not Included	\$0
	2 Footings, grade beams - material	515.00	cy		Included above	\$0
	3 Xypex admixture for Surge Tank	28.00	cy	\$170.00		\$4,760
	4 SOG - material	724.33	cy		Included above	\$0
	5 SOD - material	419.74	cy		Included above	\$0
	6 Colored admixture @ polished concrete areas - Chromix	96.00	cy		3lb dosage of color - Included above	\$0
	7 - Premium for accent areas/small batch loads	24.00	cy	\$150.00	3lb dosage of color	\$3,600
	8 Elevated slabs - Surge Tank/Pump Pit	41.00	cy		Included above	\$0
	9 Short load/off hour deliveries	1848.06	cy	\$4.25		\$7,854
	10 Fibermesh				Not Anticipated	\$0
	11 Additives for concrete flatwork	1305.06	cy	\$8.00		\$10,441
	12 Barrier One admixture for moisture mitigation	1144.06	cy	\$100.00		\$114,406
	13 CONCRETE PUMP, frnd & slabs				Included above	\$0
	14 Line pump setup	1848.06	cy	\$2.00		\$3,696
	15 Sitework				w/ Div 32	\$0
03 30 05 Total						\$144,757
03 20 00	Concrete Reinforcing					
	Bp1b					
	1 Concrete reinforcing steel (Foundations)	25.00	ln		Included above	\$0
	2 Concrete reinforcing steel (Slabs)	13.90	ln		Included above	\$0
	3 - surge tank & pump pit slabs				Included above	\$0
	4 - locker room slabs & pool deck cantilever				Included above	\$0
	5 - thickened slabs below CMU partitions				Included above	\$0
	6 Masonry reinforcing steel				w/ Div 04	\$0
	7 Install concrete rebar	25.00	ln		Included above	\$0
	8 Accessories material (chairs, spacers, safety caps, etc)	63953.00	sf	\$0.06		\$4,125
	9 Accessories - labor	63953.00	sf	\$0.06		\$4,125
	10 Unload rebar	90.00	hrs	\$52.19		\$4,697
	11 Rebar Hoisting	1.00	mth	\$18,643.28		\$18,643
	12 Material management	80.00	hrs	\$67.81		\$5,424
	13 Wire mesh - labor	58521.00	sf	\$0.07		\$4,038
	14 - 2.1 mesh material	58521.00	sf	\$0.20		\$11,441
03 20 00 Total						\$52,493
Division 03 - Concrete Total						\$1,371,772
Division 04 - Masonry						
04 20 00	Unit Masonry					
	Bp1b					
	1 Masonry Scope of Work	1.00	sub	\$2,451,566.00		\$2,451,566
	2 Exterior Walls				Outlined Below	\$0
	3 8" structural CMU at exterior walls	4600.00	sf		Included	\$0
	4 10" structural CMU at exterior walls	9353.00	sf		Included	\$0
	5 Interstate brick veneer, emperor size	19290.00	sf		Included	\$0
	6 Arriscraft masonry thin veneer	11296.00	sf		Included	\$0
	7 2" EPS insulation behind brick / stone	30586.00	sf		With Insulation	\$0
	8 Stainless steel flex flashing with weeps and mortar net	1.00	ls		Included	\$0
	9 Interior Partitions				Included	\$0

Johnstown Recreation Center
Detailed Cost Estimate and Budget Control Document

Item #	Description	Quantity	Unit	Total Unit	Notes / Comments / Clarifications	Total Cost
04 20 00	10 8" structural partitions non rated to deck	23311.00	sf		Included	\$0
	11 4" interior block walls	1372.00	sf		Included	\$0
	12 Site walls - 8" CMU with brick both sides and precast cap	1.00	ls		Included	\$0
	13 Bullnose corners	1.00	ls		Included	\$0
	14 - Standard Colored Mortar	1.00	ls		Included	\$0
	15 - Layout of masonry walls	38636.00	sf	\$0.08		\$3,091
	16 - Reinforcing - material	38.64	tons		Included	\$0
	17 - Reinforcing - install	38.64	tons		Included	\$0
	18 - Unloading, moving rebar	4.00	mth	\$3,600.00		\$14,400
	19 Grout frames in CMU	20.00	ea	\$115.00		\$2,300
	20 Masonry trash enclosure	1.00	ea		Included	\$0
	21 Silica Exposure Management Plan	1.00	ea	\$3,190.00		\$3,190
	22 Respirators and filters	6.00	ea	\$43.00		\$258
	23 Respirator fit test & exams	6.00	ea	\$850.00		\$5,100
	24 Floor Sweep	5531.44	lbs	\$0.33		\$1,844
	25 HEPA Vacuum	4.00	ea	\$889.00		\$3,556
	26 HEPA Tool attachments	4.00	ea	\$232.00		\$928
	27 Additional supervision / support for masonry labor	3.00	mo	\$18,076.88		\$54,231
	28 Clean masonry	69222.00	sf	\$0.35		\$24,228
	29 Shoring for door & window openings	40.00	ea	\$326.22		\$13,049
	30 Deadmen for bracing of masonry	35.00	ea	\$100.00		\$3,500
	31 Masonry corner plywood protection	45.00	ea	\$384.61		\$17,307
	32 Remove debris from job site	69222.00	sf	\$0.25		\$17,306
04 20 00 Total						\$2,615,853
Division 04 - Masonry Total						\$2,615,853
Division 5 - Steel						
05 12 00	Structural Steel					
	Bp1b					
	1 Structural Steel Scope of Work	1.00	sub	\$1,515,360.00		\$1,515,360
	2 Supply & Erect structural steel	312.00	tons		Included	\$0
	3 Beams, columns, bracing, joists	1.00	ls		Included	\$0
	4 Acoustical roof deck - dovetail	1.00	ls		Included	\$0
	5 Install acoustical roof deck insulation	1.00	ls	\$5,424.40		\$5,424
	6 Composite floor deck	70018.00	sf		Included	\$0
	7 Vulcraft galvanized & high-performance primer - decking in Natatorium	20147.00	sf		Included	\$0
	8 Entrance Canopy	1.00	ls		Included	\$0
	9 - AESS steel				Not Included	\$0
	10 Running Track framing	1.00	ls		Included	\$0
	11 Roof mechanical screenwall framing - assume 6'h max	100.00	lf		Included	\$0
	12 Operable partition support beams	80.00	lf		Included	\$0
	13 Lintels	1.00	ls		Included	\$0
	14 Relief angles	1.00	ls		Included	\$0
	15 Steel detailing	1.00	ls			\$0
	16 Structural steel erection	312.00	tons		Included	\$0
	17 Structural steel layout foreman	150.00	hrs	\$71.00		\$10,650
	18 Professional engineering for all structural and misc. steel				Design and engineering not included	\$0
05 12 00 Total						\$1,531,434
05 50 00	Metal Fabrications					
	Bp1b					
	1 Stairs and landings	1.00	sub	\$84,210.00		\$84,210
	2 Interior Stair - risers, stringers, , pan treads, primed for final paint	28.00	riser		Included	\$0
	3 Exterior Stair - risers, stringers, grating treads, galvanized	56.00	riser		Included	\$0
	4 Railing per detail 3/A41-03	1.00	ls		Included	\$0
	5 Exterior stair canopy structure - galvanized w/ deck	1.00	ls		Included	\$0
	6 Pool Slide Stairs			w/ Div 13		\$0
	7 Guard Rails - Interior	1.00	sub	\$74,655.00		\$74,655
	8 2nd floor stair openings - primed	1.00	ls		Included	\$0
	9 Running Track framing - primed	1.00	ls		Included	\$0
	10 Stainless railings around pool pump pit	30.00	lf	\$210.00		\$6,300
	11 Bondo railings	80.00	hrs	\$52.19		\$4,175
	12 Coredrilling for ext. handrails	24.00	ea	\$101.09		\$2,426
	13 Site Fabrications	1.00	sub	\$11,655.00		\$11,655
	14 Pipe bollards - 4" dia	6.00	ea		Included	\$0
	15 Install pipe bollards - 4" dia	6.00	ea	\$185.61		\$1,114
	16 Sidewalk chases - angles & galvanized diamondplate cover	90.00	sf		Included	\$0
	17 Install sidewalk chases	90.00	lf	\$13.56		\$1,220

Johnstown Recreation Center
Detailed Cost Estimate and Budget Control Document

Item #	Description	Quantity	Unit	Total Unit	Notes / Comments / Clarifications	Total Cost
05 50 00	18 Trash gates - angle frame & deck - galvanized - Installed	3.00	ea		Included	\$0
	19 Site handrails - galvanized 2 rail	40.00	lf		Included	\$0
	20 Hoisting for site FOB items	1.00	ls	\$14,041.69		\$14,042
	21 Misc. Metals	1.00	sub	\$13,230.00		\$13,230
	22 Misc metals not shown on documents	1.00	ls	\$84,955.50		\$84,956
	23 Roof ladders, mechanical ladders	1.00	ls		Included	\$0
	Safety cage around ladder (required for ladders over 24')	1.00	ls		Included	\$0
	24 Ships Ladder	1.00	ea		at pump pit	\$0
	25 Elevator pit ladder	1.00	ea		Included	\$0
	27 Counter support angles	22.00	ea	\$250.00		\$5,500
	28 Elevator hoist beam	1.00	ea		Included	\$0
	29 Elevator sill angle	1.00	ea		Included	\$0
	30 Elevator sump pit grate and frame	1.00	ea		Included	\$0
	31 Support angle for projection screen	15.00	lf		Included	\$0
	32 Above ceiling angles for toilet partition support	13.00	ea		Included	\$0
	33 Anchor Bolts	332.00	ea		Included	\$0
	34 Weld plates	83.00	ea		Included	\$0
	35 Roof opening frames	4.00	ea		Included	\$0
	36 Clean mud off steel	80.00	hrs	\$104.37		\$8,350
	37 Erection of metal fabrications				Included above	\$0
05 50 00 Total						\$311,832
05 30 00	Metal Deck					
	Bp1b					
	1 With steel above					\$0
05 30 00 Total						
05 21 00	Steel Joist Framing					
	Bp1b					
	1 With steel above					\$0
05 21 00 Total						
05 90 00	Steel Erection & Coordination					
	Bp1b					
	1 Steel erection with above					\$0
05 90 00 Total						
Division 5 - Steel Total						\$1,843,266
Division 7 - Thermal and Moisture Protection						
07 13 26	Waterproofing					
	Bp1b					
	1 Waterproofing subcontractor	1.00	sub	\$11,300.00		\$11,300
	Modified Bituminous Sheet Waterproofing @ Elevator Pits	176.00	sf		Included	\$0
	3 Interior Surge Tank	1.00	ls		Included	\$0
07 13 26 Total						\$11,300
07 11 13	Bituminous Damproofing					
	Bp1b					
	1 Damproofing Scope of Work	1.00	sub	\$26,800.00		\$26,800
	Cold applied emulsified-asphalt - foundation walls (1 coat Tremco Barrier Solutions)	1.00	ls		Included	\$0
	3 - 2" R10 extruded polystyrene bd insulation - Drainage panel by Hydrotech 420 series, nonwoven molded-sheet	1.00	ls		Included	\$0
	4 Extend damproofing horizontally under SOG				Not Anticipated	\$0
	6 Under slab vapor barrier				With Division 3	\$0
	7 Fill voids prior to damproofing	1.00	sf	\$0.26		\$0
07 11 13 Total						\$26,800
07 19 16	Water Repellent Coating					
	Bp1b					
	1 Exterior Brick Veneer				Not Included	\$0
	2 CMU in Natatorium				Not Included	\$0
07 19 16 Total						
07 92 13	Caulking & Sealants					
	Bp1b					
	1 Caulking Scope of Work	1.00	sub	\$44,000.00		\$44,000
	2 Hollow metal frames at CMU	1.00	ls		Included	\$0
	3 Masonry control joints	1.00	ls		Included	\$0
	4 Stucco to brick joints	1.00	ls		Included	\$0
	5 Exposed interior floor sawcut joints	1.00	ls		Included	\$0
	6 Site expansion joints, sawcut joints	1.00	ls		Included	\$0
07 92 13 Total						\$44,000

Johnstown Recreation Center
Detailed Cost Estimate and Budget Control Document

Item #	Description	Quantity	Unit	Total Unit	Notes / Comments / Clarifications	Total Cost
Division 7 - Thermal and Moisture Protection Total						\$82,100
Division 13 - Special Construction						
13 11 00	Swimming Pool					
	Bp1b					
1	Swimming Pool Scope of Work				Below	\$0
2	Activity Pool - 2,640 sqft of water surface area	1.00	sub	\$702,900.00		\$702,900
3	Depths from 0 - 4'-6"	1.00	ls		Included	\$0
4	Zero depth entry with underwater stair transition	1.00	ls		Included	\$0
5	- Zero depth area, play features per AQ3.0	1.00	ls			\$0
6	8'-0" w. x 3'-0" d. lazy river	123.00	lf		Included	\$0
	- Lazy river features - 4 sprays, 1 overhead spray,					
7	1 high vol feature	1.00	ls			\$0
8	Slide receiving area - 3'-6" d	1.00	ls		Included	\$0
9	High rate sand filter	1.00	ls		Included	\$0
	Horizontal mid end suction centrifugal circulation					
10	pump	1.00	ls		Included	\$0
11	Medium pressure UV lamp	1.00	ls		Included	\$0
12	pool boiler	1.00	ls		Included	\$0
13	Pool Cover				Not Included	\$0
14	Hot Tub - 102 sqft of water surface area	1.00	sub	\$175,200.00		\$175,200
15	18" elevated walls, shared with activity pool	1.00	ls		Included	\$0
16	Depth of 3'-6"	1.00	ls		Included	\$0
17	Skimmer gutter system	1.00	ls		Included	\$0
18	High rate sand filter	1.00	ls		Included	\$0
	Horizontal mid end suction centrifugal circulation					
19	pump	1.00	ls		Included	\$0
20	Medium pressure UV lamp	1.00	ls		Included	\$0
21	Pool heater	1.00	ls		Included	\$0
22	Pool Cover				Not Included	\$0
23	6 Lane Lap Pool - 3,379 sqft water surface area	1.00	sub	\$828,600.00		\$828,600
24	Depths from 4'-0" to 11'-3"	1.00	ls		Included	\$0
25	Cantilevered deep gutter at perimeter	1.00	ls		Included	\$0
26	1 meter diving springboards	2.00	ea		Included	\$0
27	3 meter diving spring board				Not Included	\$0
28	6 lane competition swim equipment	1.00	ls		Included	\$0
29	High rate sand filter	1.00	ls		Included	\$0
	Horizontal mid end suction centrifugal circulation					
30	pump	1.00	ls		Included	\$0
31	Medium pressure UV lamp	1.00	ls		Included	\$0
32	Pool heater	1.00	ls		Included	\$0
33	Competitive timing system	1.00	allow	\$50,000.00		\$50,000
34	Pool Cover				Not Included	\$0
35	Splash Pad	1.00	sub	\$255,300.00		\$255,300
	Concrete pad with gray concrete and medium					
36	broom finish	1.00	ls		Included	\$0
37	Splash pad features per AQ4.0	1.00	ls		Included	\$0
38	High rate sand filter	1.00	ls		Included	\$0
	Horizontal mid end suction centrifugal circulation					
39	pump	1.00	ls		Included	\$0
40	Medium pressure UV lamp	1.00	ls		Included	\$0
41	Waterslide - 17'6" high with 122 lf flume length	1.00	sub	\$173,400.00		\$173,400
42	Painted galvanized tower	1.00	ls		Included	\$0
43	Slide to use activity pool conditioned water	1.00	ls		Included	\$0
44	Slide exterior wall penetration closure panels	2.00	ea	\$25,000.00		\$50,000
45	Other Pool Scope Items				Outlined Below	\$0
46	Concrete mud mat per geotech recommendations	1.00	ls		Included	\$0
47	12" free drainage rock under pool floors	1.00	ls		Included	\$0
	Hydrostatic relief valves with VGB certified main					
48	drain grates	1.00	ls		Included	\$0
	Surge tank accessories including access hatch,					
49	ladders, and wall sleeves	1.00	ls		Included	\$0
50	Surge tanks				With Division 3	\$0
51	Drain tile and monitoring wells	1.00	ls	\$4,600.00		\$4,600
52	Pool excavation	1.00	sub	\$53,700.00	Export of spoils by earthworker	\$53,700
	Pool wall backfill - assume onsite soil is suitable for					
53	backfill	1.00	ls		Included	\$0
	Shedule 80 underground and equipment room					
54	piping	1.00	ls		Included	\$0
55	Under water pool lights	1.00	ls		Included	\$0
56	ADA pool lifts	1.00	ls		Included	\$0
57	Deck accessory equipment	1.00	ls		Included	\$0
	Conc housekeeping pads for pool equipment,					
58	pumps	1000.00	sf	\$6.50		\$6,500
59	Pool MEP Coordination and layout	10.00	mth	\$7,361.00		\$73,610
60	Commissioning, start-up and owner training	1.00	ls		Included	\$0
61	Water to fill pools	265590.00	gal	\$0.04		\$10,624

Johnstown Recreation Center
Detailed Cost Estimate and Budget Control Document

Item #	Description	Quantity	Unit	Total Unit	Notes / Comments / Clarifications	Total Cost
13 11 00	62 Caulking at perimeter	750.00	lf	\$3.25		\$2,438
	63 Motors, Starters, disconnects, and VF-Ds	12.00	ea	\$5,500.00		\$66,000
	64 Ground pool and deck equipment	1.00	ls		With Electrical Scope	\$0
	65 Pool Dehumidification system	1.00	ls		With Mechanical Scope	\$0
	66 Pool Underdrain system	1.00	ls		With Plumbing Scope	\$0
	67 Eyewash Stations	1.00	ls		With Mechanical Scope	\$0
	68 Encase all piping with concrete				Not Included	\$0
	69 Sauna	1.00	sub	\$12,766.00		\$12,766
	70 T&G Western Red Cedar	1.00	ls		Included	\$0
	71 Vapor barrier	1.00	ls		Included	\$0
	2"x4" bench leg construction w/ tops fastened w/ SS screws	1.00	ls		Included	\$0
	73 Heater guard rail	1.00	ls		Included	\$0
	36" x 84" cedar framed door w/ glass window 26"w x 61"h	1.00	ea		Included	\$0
	75 Ultra-Sauna heater & thermometer	1.00	ea		Included	\$0
	76 Control Box w/ 60min timer	1.00	ea		Included	\$0
	77 Light Fixture	1.00	ea		Included	\$0
	78 1/2" plywood on walls & ceiling prior to sauna install	483.00	sf	\$5.45		\$2,634
	79 Steam Room	1.00	sub	\$36,173.00		\$36,173
	80 Hybrid Steam Room - 110"w x 110"d x 97"	1.00	ea		Included	\$0
	81 Glass door	1.00	ea		Included	\$0
	82 Glass sidelite vision panel	1.00	ea	\$2,000.00		\$2,000
	83 Light Fixture	1.00	ea		Included	\$0
	84 One-level benches w/ removable skirting	1.00	ls		Included	\$0
	Amerec AL-18 Boiler w/ controls, steam heads, auto drain	1.00	ea		Included	\$0
	86 24/7 Digital Timer	1.00	ea		Included	\$0
	87 Aroma Pump				Not Included	\$0
13 11 00 Total						\$2,506,444
Division 13 - Special Construction Total						\$2,506,444
Division 14 - Conveying Systems						
14 20 00	Elevators					
	Bp1b					
	BOD: Thyssenkrupp Endura 45 MRL Holeless					
	1 Hydraulic	1.00	sub	\$80,769.00		\$80,769
	2 4,500 lb cab	1.00	ea		Included	\$0
	3 150 fpm rate speed	1.00	ls		Included	\$0
	4 Emergency battery lowering	1.00	ls		Included	\$0
	5 Stretcher compatible	1.00	ls		Included	\$0
	6 Layout	16.00	hrs	\$67.81		\$1,085
	7 Sill angles	2.00	ea	\$350.00		\$700
	8 Pit ladder	1.00	ea	\$450.00		\$450
	9 Extended us for early use				Not Included	\$0
	10 Overhead hoisting beam	1.00	ls		With Steel	\$0
	11 Standard cab finishes from manufacturer line	1.00	ls		Included	\$0
	12 Card reader prep for cab	1.00	ea	\$2,679.00		\$2,679
14 20 00 Total						\$85,683
Division 14 - Conveying Systems Total						\$85,683
Division 21 - Fire Suppression						
21 00 00	Fire Suppression					
	Bp1b					
	1 Fire Suppression Scope of Work	1.00	sub	\$175,995.00		\$175,995
	2 Wet-type Fire Protection System - Natatorium	20147.00	sf		Included	\$0
	3 Wet-type Fire Protection System - Gymnasium	17239.00	sf		Included	\$0
	Wet-type Fire Protection System - Admin and Community	17645.00	sf		Included	\$0
	Wet-type Fire Protection System - Fitness and Group Exercise	11700.00	sf		Included	\$0
	6 Design, furnish and install per NFPA 13	1.00	ls		Included	\$0
	7 Double-check backflow preventer	1.00	ls		Included	\$0
	8 FDC - fire dept connection	1.00	ls		Included	\$0
	9 Schedule 10 black piping for 1-1/2" and larger	1.00	ls		Included	\$0
	10 Schedule 40 black piping for 1-1/4" and smaller	1.00	ls		Included	\$0
	Corrosion resistant, white polyester coated, upright sprinkler heads at natatorium	0.00	ls		Included	\$0
	12 Brass upright sprinklers with head guards at exposed ceilings	1.00	ls		Included	\$0
	Concealed heads, white finish in finished ceiling areas	1.00	ls		Included	\$0
	14 Dry system at entry canopy	1.00	ls	\$25,000.00		\$25,000
	Sprinkler coverage under acoustical baffles in Natatorium				Not Included	\$0

Johnstown Recreation Center
Detailed Cost Estimate and Budget Control Document

Item #	Description	Quantity	Unit	Total Unit	Notes / Comments / Clarifications	Total Cost
21 00 00	16 Underground to inside the bldg	1.00	ls	\$5,500.00		\$5,500
	17 Fire sprinkler permit	1.00	ls	\$750.00		\$750
	18 Core drills, fire/sound caulking	69143.00	sf	\$0.03		\$2,074
	19 BIM Coordination	1.00	ls	\$31,176.00		\$31,176
	20 Fire pump				Not Included	\$0
21 00 00 Total						\$240,495
Division 21 - Fire Suppression Total						\$240,495
Division 22 - Plumbing						
22 00 00	Plumbing					
	Bp1b					
	1 Plumbing Scope of Work	1.00	sub		Outlined Below	\$0
	2 Storm System	1.00	ls	\$87,720.00		\$87,720
	3 - storm piping above grade - Cast iron	1.00	ls		Included	\$0
	4 - storm piping under ground - PVC	1.00	ls		Included	\$0
	5 - roof drains	15.00	ea		Included	\$0
	6 - overflow drains	15.00	ea		Included	\$0
	7 Waste & Vent System	1.00	ls	\$190,332.00		\$190,332
	8 - grease interceptor				Not Included - Kitchen assume to be warming only	\$0
	9 - elevator sump pump	1.00	ea		Included	\$0
	10 - foundation sump pump	1.00	ea		Included	\$0
	11 Domestic Water System	1.00	ls	\$164,730.00		\$164,730
	12 - gas fired water heater	2.00	ea		Included	\$0
	13 - hot water circulation pump	1.00	ea		Included	\$0
	14 - expansion tank	1.00	ea		Included	\$0
	15 Natural Gas System	1.00	ls	\$35,700.00		\$35,700
	16 Plumbing Fixtures	1.00	ls	\$171,360.00		\$171,360
	17 - water closet - wall mount	23.00	ea		Included	\$0
	18 - urinal	4.00	ea		Included	\$0
	19 - lavatory - wall mount	22.00	ea		Included	\$0
	20 - break room sinks	2.00	ea		Included	\$0
	21 - dishwasher connections	2.00	ea		Included	\$0
	22 - garbage disposal	2.00	ea		Included	\$0
	23 - elec water cooler - dual height w/ bottle filler	4.00	ea		Included	\$0
	24 - janitors sink	4.00	ea		Included	\$0
	25 - shower with push button controls	12.00	ea		Included	\$0
	26 - hose bibb	8.00	ea		Included	\$0
	27 - wall hydrant	8.00	ea		Included	\$0
	28 - roof hydrant	2.00	ea		Included	\$0
	29 - drain - floor	20.00	ea		Included	\$0
	30 - drain - area drains	12.00	ea		Included	\$0
	31 - drain - trench drain	681.00	lf		Included	\$0
	32 - floor sink	2.00	ea		Included	\$0
	33 - emergency shower & eyewash	3.00	ea		Included	\$0
	34 - ice maker box	1.00	ea		Included	\$0
	35 Underground soil remediation for piping				Not Included	\$0
	36 Commissioning support	1.00	ls		Included	\$0
	37 Mechanical permits and fees	1.00	ls		Included	\$0
	38 MEP coordination	1.00	ls	\$3,899.05		\$3,899
	39 Underdrain at Pool	1.00	ls		Not Included	\$0
22 00 00 Total						\$653,741
Division 22 - Plumbing Total						\$653,741
Division 23 - HVAC						
23 00 00	Heating, Ventilating and Air Conditioning					
	Bp1b					
	1 HVAC Scope of Work				Below	\$0
	2 Sheet Metal	1.00	ls	\$1,232,160.00		\$1,232,160
	3 Sheetmetal Accessories				Included	\$0
	4 - GRD - grilles, registers and diffusers	1.00	ls		Included	\$0
	5 - louvers	7.00	ea		Included	\$0
	6 - damper - life safety - FSD, FD	1.00	ls		Included	\$0
	7 HVAC Equipment	1.00	ls	\$781,116.00		\$781,116
	8 Air Handling Units	1.00	ls		Included	\$0
	9 - RTU-1 - Community 45 ton unit	1.00	ea		Included	\$0
	10 - RTU-2 - Locker / Fitness 35 ton unit	1.00	ea		Included	\$0
	11 - RTU-3 - Gym 45 ton unit	1.00	ea		Included	\$0
	12 - RTU-4 - Fitness 20 ton unit	1.00	ea		Included	\$0
	13 PDU-1 Innovent 33 ton unit	1.00	ea		Included	\$0
	14 - MAU-1 - Pool mechanical	1.00	ea		Included	\$0
	15 Terminal Equipment				Included	\$0
	16 - DX split system(s), 3-ton mini split unit	5.00	ea		Included	\$0
	17 - electric unit heaters	2.00	ea		Included	\$0
	18 - hot water unit heaters	3.00	ea		Included	\$0
	19 - hot water cabinet unit heaters	1.00	ea		Included	\$0
	20 - VAV box	28.00	ea		Included	\$0

Johnstown Recreation Center
Detailed Cost Estimate and Budget Control Document

Item #	Description	Quantity	Unit	Total Unit	Notes / Comments / Clarifications	Total Cost
23 00 00	Exhaust Equipment				Included	\$0
22	- exhaust fan w/curb - general exhaust	14.00	ea		Included	\$0
23	- transfer air fan	1.00	ea		Included	\$0
24	- pool / gym destratification fans	4.00	ea		Included	\$0
25	Hydronics	1.00	ls	\$80,274.00		\$80,274
26	Heating Water System	1.00	ls		Included	\$0
27	- boilers - 4 MMBtuh	2.00	ea		Included	\$0
28	- boiler circ pumps	2.00	ea		Included	\$0
29	- circulation pumps	2.00	ea		Included	\$0
30	- heating water specialties	1.00	ls		Included	\$0
31	- heating water main piping	1.00	ls		Included	\$0
32	-heating water branch piping	1.00	ls		Included	\$0
33	Insulation	1.00	ls	\$67,320.00		\$67,320
34	Testing, Adjusting & Balancing	1.00	ls	\$18,360.00		\$18,360
35	Temperature Controls	1.00	ls	\$146,450.00		\$146,450
36	BIM	1.00	ls	\$31,000.00		\$31,000
37	Snow Melt @ sidewalks				Not Included	\$0
38	Commissioning assistance	1.00	ls		Included	\$0
39	Startup, O&Ms, Owner Training	1.00	ls		Included	\$0
40	MEP coordination	1.00	ls	\$14,140.08		\$14,140
41	Mech permits and fees	1.00	ls		Included	\$0
23 00 00 Total						\$2,370,820
Division 23 - HVAC Total						\$2,370,820
Division 26 - Electrical						
26 00 00	Electrical					
	Bp1b					
1	Electrical Scope of Work				Outlined Below	\$0
2	Temporary Power	1.00	ls	\$28,800.00		\$28,800
3	Service Equipment	1.00	ls	\$224,105.00		\$224,105
4	- Feeder Wire and Conduit (Service Related Equipment Only)	1.00	ls	\$29,235.00		\$29,235
5	Site Lighting (Parking Lot Lights)	1.00	ls	\$106,895.00		\$106,895
6	Building Lighting (Internal to building including Wall packs)	1.00	ls	\$753,850.00		\$753,850
7	Lighting Controls (All Lighting Controls)	1.00	ls	\$92,195.00		\$92,195
8	Field Lighting	1.00	ls		Not Included - See Price Options	\$0
9	Branch Circuiting - Conduit Installation and Wire Pulling	1.00	ls	\$361,860.00		\$361,860
10	- general purpose receptacles, circuitry, raceways	1.00	ls		Included	\$0
11	- mechanical equipment power, circuitry, raceways	1.00	ls		Included	\$0
12	- kitchen equipment power circuitry, raceways	1.00	ls		Included	\$0
13	- building equipment power, circuitry, raceways (exercise EQ, dedicated circuits, etc.)	1.00	ls		Included	\$0
14	Pool Power and Equipment	1.00	ls		Included	\$0
15	Lightning Protection System				Not Included - See Price Options	\$0
16	Fire Alarm	1.00	ls	\$70,845.00		\$70,845
17	MEP coordination	17.00	mth	\$3,135.79		\$53,308
18	Commissioning assistance	1.00	ls		Included	\$0
19	Core drilling, fire caulking	69143.00	sf	\$0.04		\$2,766
20	Elec Permits	1.00	ls		Included	\$0
26 00 00 Total						\$1,723,859
Division 26 - Electrical Total						\$1,723,859
Division 27 - Communications						
27 41 00	Audio-Video System					
	Bp1b					
1	AV Scope of Work	1.00	ls		Outlined Below	\$0
2	Main Rack	1.00	ls	\$72,798.00		\$72,798
3	- Amplifiers	2.00	ea		Included	\$0
4	- computer and monitor interface	1.00	ls		Included	\$0
5	- rackworks rack	1.00	ls		Included	\$0
6	Group Fitness Room (2ea)	1.00	ls	\$70,168.80		\$70,169
7	- 4500 lumen projector	2.00	ea		Included	\$0
8	198" projection screen	2.00	ea		Included	\$0
9	Bluray disc player, receiver	2.00	ea		Included	\$0
10	In ceiling speakers	8.00	ea		Included	\$0
11	Open Fitness	1.00	ls	\$52,587.80		\$52,588
12	- 55" LCD wall mounted display	6.00	ea		Included	\$0
13	- Surface mounth 7" screen controller	1.00	ea		Included	\$0
14	- Receiver	1.00	ea		Included	\$0
15	- Amplifier	1.00	ea		Included	\$0
16	- In ceiling speakers	33.00	ea		Included	\$0
17	Gymnasium	1.00	ls		Included	\$0

Johnstown Recreation Center
Detailed Cost Estimate and Budget Control Document

Item #	Description	Quantity	Unit	Total Unit	Notes / Comments / Clarifications	Total Cost
27 41 00	18 Loudspeakers	4.00	ea		Included	\$0
	19 - Pendant speakers	8.00	ea		Included	\$0
	20 - Wireless mic combo kit	1.00	ea		Included	\$0
	21 - In wall touch screen controller	1.00	ea		Included	\$0
	22 Multipurpose Rooms (3 ea)	1.00	ls	\$109,616.40		\$109,616
	23 - 4500 lumen projector	3.00	ea		Included	\$0
	24 198" projection screen	3.00	ea		Included	\$0
	25 Bluray disc player, receiver	3.00	ea		Included	\$0
	26 In ceiling speakers	45.00	ea		Included	\$0
	27 Pool Party Room	1.00	ls	\$28,550.40		\$28,550
	28 - 55" LCD wall mounted display	1.00	ea		Included	\$0
	29 - Surface mounth 7" screen controller	1.00	ea		Included	\$0
	30 - Bluray player, receiver	1.00	ea		Included	\$0
	31 - Amplifier	1.00	ea		Included	\$0
	32 - In ceiling speakers	8.00	ea		Included	\$0
	33 Child Watch	1.00	ls	\$26,400.00		\$26,400
	34 - 55" LCD wall mounted display	1.00	ea		Included	\$0
	35 - Surface mounth 7" screen controller	1.00	ea		Included	\$0
	36 - Bluray player, receiver	1.00	ea		Included	\$0
	37 - Amplifier	1.00	ea		Included	\$0
	38 - In ceiling speakers	7.00	ea		Included	\$0
	39 Classrooms (4 ea)	1.00	ls	\$66,180.00		\$66,180
	40 - 55" LCD wall mounted display	4.00	ea		Included	\$0
	41 - Surface mounth 7" screen controller	4.00	ea		Included	\$0
	42 - Bluray player, receiver	4.00	ea		Included	\$0
	43 - Amplifier	4.00	ea		Included	\$0
	44 - In ceiling speakers	24.00	ea		Included	\$0
	45 Conference Room	1.00	ls	\$36,693.60		\$36,694
	46 - 86" LCD wall mounted display	1.00	ea		Included	\$0
	47 - Surface mounth 7" screen controller	1.00	ea		Included	\$0
	48 - Bluray player, receiver	1.00	ea		Included	\$0
	49 - Amplifier	1.00	ea		Included	\$0
	50 - In ceiling speakers	7.00	ea		Included	\$0
	51 Natatorium	1.00	ls	\$30,111.60		\$30,112
	52 - Surface mounth 7" screen controller	1.00	ea		Included	\$0
	53 - CD player, receiver	1.00	ea		Included	\$0
	54 - Amplifier	1.00	ea		Included	\$0
27 41 00 Total						\$493,106
27 53 13	Clock Systems					
	Bp1b					
	1 Wireless Clock System				Not Included	\$0
27 53 13 Total						
27 53 19	Internal Cellular Systems					
	Bp1b					
	1 BDA system for first responders				Not Included - See Price Options	\$0
27 53 19 Total						
27 10 00	Structured Cabling					
	Bp1b					
	1 Low Voltage Conduit and rough in	1.00	ls	\$108,910.00		\$108,910
	2 Telecom structured cabling	1.00	ls	\$98,275.00		\$98,275
27 10 00 Total						\$207,185
27 51 00	Distributed AV systems					
	Bp1b					
	1 Paging / PA System -	1.00	ls		Included	\$0
27 51 00 Total						
Division 27 - Communications Total						\$700,291
Division 28 - Electronic Safety and Security						
28 30 00	Electronic Detection and Alarm					
	Bp1b					
	1 Fire Detection and Alarm				w/Division 26 - Electrical	\$0
28 30 00 Total						
28 13 00	Electronic Access Control					
	Bp1b					
	1 Card Access system (6 locations)	1.00	allow	\$33,600.00		\$33,600
28 13 00 Total						\$33,600
28 16 00	Intrusion Detection					
	Bp1b					
	1 Intrusion detection system	1.00	allow	\$12,500.00		\$12,500
28 16 00 Total						\$12,500

Johnstown Recreation Center
Detailed Cost Estimate and Budget Control Document

Item #	Description	Quantity	Unit	Total Unit	Notes / Comments / Clarifications	Total Cost
28 20 00	Electronic Surveillance					
Bp1b						
1	Electronic Surveillance system	1.00	allow	\$55,535.00		\$55,535
28 20 00 Total						\$55,535
Division 28 - Electronic Safety and Security Total						\$101,635
32 12 16	Asphalt Paving					
Bp1b						
1	Asphalt Paving Scope of Work	1.00	sub	\$329,863.00		\$329,863
2	Asphalt Drive Paving - Assume 7.5" full depth	4293.00	sy		Included	\$0
3	Asphalt Parking Paving - 5.5" full depth	5133.00	sy		Included	\$0
4	Asphalt Service Drive Paving - 6.5" full depth	299.00	sy		Included	\$0
5	Gravel under pavement				Not Included	\$0
6	Scarify 12" & recompact, fine grade				Included	\$0
7	Minor subgrade corrections prior to paving 2%	9726.00	sy	\$0.20	pumping, minor scarify recompact	\$1,945
8	Clean parking lot prior to turn over	9726.00	sy	\$0.10		\$973
9	More than one mobilization	1.00	ea	\$2,000.00		\$2,000
10	Precast wheel stops				Not Included	\$0
11	Patching at curb cuts - 9" Full depth	250.00	sy	\$37.50		\$9,375
12	Final adjustment to manholes in asphalt	3.00	ea	\$500.00		\$1,500
13	Final adjustment to water/sewer valves in asphalt	6.00	ea	\$200.00		\$1,200
14	Traffic control for paving	3.00	wk	\$250.00		\$750
32 12 16 Total						\$347,606
32 13 13	Concrete Paving					
Bp1b						
1	Site Concrete - labor & materials	1.00	sub	\$562,015.00		\$562,015
2	12" Conc Edger, 16"h	101.00	lf		Included	\$0
3	12" playground entrance ramp	166.00	sf		Included	\$0
4	6"w x 19"h playground ramp curbs	54.00	lf		Included	\$0
5	36"w x 12"h site masonry wall footing	94.00	lf		Included	\$0
6	48"w x 12"h site masonry wall footing	110.00	lf		Included	\$0
7	12"w x 2'h site masonry stem wall	45.00	lf		Included	\$0
8	24"w x 18"h site masonry stem wall	159.00	lf		Included	\$0
9	4" Sidewalk				Not Included	\$0
10	Alternate - 6" Sidewalk - fitness trail	9429.00	sf		w/ Alternates	\$0
11	6" Sidewalk - colored integral				Not Included	\$0
12	6" Splash Pad - with decorative scoring	1330.00	sf		Included	\$0
	6" Sidewalk - plazas, parking lot, and along					\$0
13	Parish	35168.00	sf		Included	\$0
14	Exposed sand finish bands at plaza walks	2625.00	sf		Included	\$0
15	8" Dumpster Pad	822.00	sf		Included	\$0
16	ADA Ramp in sidewalk w/ peditmats	10.00	ea		Included	\$0
17	CIP Lit Bollards	14.00	ea	\$2,500.00		\$35,000
18	Concrete Paving Complete 8" over 6" ABC	6601.00	sf		Included	\$0
19	Cross Pans (8")	1748.00	sf		Included	\$0
20	Vehicle Access Ramp (6")	253.00	sf		Included	\$0
21	Outfall Curb & Gutter - 18" x 9"h	1732.00	lf		Included	\$0
22	Vertical Catch Curb & Gutter - 30" x 7"h	1706.00	lf		Included	\$0
23	Mow Bands - 18"w x 6"h	522.00	lf		Included	\$0
24	Mow Bands - 18"w x 19"h at playground	266.00	lf		Included	\$0
	Shade Sail & post/beam structure caissons - 16"d					\$0
25	x 8'd	18.00	ea		w/ Div 12 Site Furnishings	\$0
26	Standard grey material	1342.05	cy		Included	\$0
27	Fibermesh for sidewalks	743.48	cy		Included	\$0
28	Stamped concrete				Not Included	\$0
29	Colored concrete - material				Not Included	\$0
30	Concrete additives/short load/off hour deliveries	1342.05	cy		Included	\$0
31	6" Aggregate Base Course @ paving	30.00	cy		w/ Div 31 Earthwork	\$0
32	Misc. (6") concrete pads - labor	300.00	sf	\$5.25		\$1,575
33	Misc. (6") concrete pads - material	5.56	cy	\$175.00		\$972
34	Clean backfill dirt off of the curb and gutter	1732.00	lf	\$0.15		\$260
35	Trickle channels				Not Anticipated	\$0
36	CIP steps	1.00	ea		Included	\$0
37	6"w x 3'h Cheek walls at steps	19.00	lf		Included	\$0
38	9"w x 3'h stair footing	7.00	lf		Included	\$0
39	Sidewalk chase/drain channel/trench drain - labor	45.00	lf		Included	\$0
40	Tree grates				Not Anticipated	\$0
41	25'h Light pole bases - labor & material	12.00	ea		Parking lot, drop off, walkways, splash pad	\$0
42	50'h Light pole bases - labor & material	15.00	ea			\$0
43	Rebar for site flatwork - labor	15.13	ln		Dumpster pad, paving, caissons	\$0
44	Rebar for site flatwork - material	15.13	tn		Dumpster pad, paving, caissons	\$0
45	Expansion Joint at all bldg exterior canopy building columns to walks	5.00	ea		Included	\$0
46	Dowel into existing concrete	50.00	ea	\$21.06		\$1,053

Johnstown Recreation Center
Detailed Cost Estimate and Budget Control Document

	Item #	Description	Quantity	Unit	Total Unit	Notes / Comments / Clarifications	Total Cost
32 13 13	47	Mesh material				Not Anticipated	\$0
	48	Site concrete foreman	3.00	mo	\$13,035.03		\$39,105
	49	Curing compound, exp. jts mlt., accessories	62931.00	sf	\$0.07		\$4,405
	50	Traffic Control	4.00	wk	\$4,174.80		\$16,699
	51	Sweep/clean sitework prior to turnover	48438.22	sy	\$0.20		\$9,607
32 13 13 Total							\$670,692
Division 32 - Exterior Improvements Total							\$1,018,298
25							
25 00 00	Integrated Automation						
	Bp1b						
	1	Integrated automation - HVAC				With HVAC Above	\$0
25 00 00 Total							
25 Total							\$0
Grand Total							\$16,165,971

AGENDA ITEM 10D

**RESOLUTION NO. 2018-17
Adopting Freedom Parkway Access
Control Plan**

**INTERGOVERNMENTAL AGREEMENT
Regarding Freedom Parkway Access
Control Plan**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: November 19, 2018

ITEM NUMBER: 10D

SUBJECT: Consider: (1) Resolution No. 2018-17, Adopting Freedom Parkway Access Control Plan and (2) Intergovernmental Agreement Regarding Freedom Parkway Access Control Plan

ACTION PROPOSED: Approve Resolution Adopting Freedom Parkway Access Control Plan and Intergovernmental Agreement Regarding Freedom Parkway Access Control Plan

PRESENTED BY: Town Attorney and Town Planner

AGENDA ITEM DESCRIPTION: Freedom Parkway is the working name for the east-west roadway from Hwy 402 at I-25 east to Weld County Road 49, which roadway is known as Hwy 402, Larimer County Road 18 and Weld County Road 54. Larimer County, Weld County, City of Evans, City of Greeley, City of Loveland, Town of Milliken, Town of Kersey and Town of Johnstown have portions of the road in their respective jurisdictions.

Representatives of the counties and towns have been meeting to prepare for the anticipated increase in traffic on this popular alternate to US Hwy 34, including coordinating roadway improvements standards and the development of an access control plan. The Access Control Plan is a traffic management tool which sets major and minor access points for developing properties adjoining the roadway. The coordination of right of way and roadway improvement standards will support a continuous, consistent roadway design regardless of the number of jurisdictions or developments making improvements over time.

The Access Control Plan is consistent with the Town's right of way and access standards. At present, the Town has annexed properties along the western portion of the Parkway (County Road 18), from County Road 3 west to County Road 7, including The Villages at Johnstown, 402 Exchange and Mountain View Farms.

The Intergovernmental Agreement Regarding Freedom Parkway Access Control Plan requires that each participating entity adopt a resolution approving the plan.

LEGAL ADVICE: The Resolution Adopting Freedom Parkway Access Control Plan was drafted by the Town Attorney and the Intergovernmental Agreement regarding the Freedom Parkway Access Control Plan was reviewed by the Town Attorney.

FINANCIAL ADVICE: N/A

RECOMMENDED ACTION: Approve Resolution Adopting Freedom Parkway Access Control Plan and Intergovernmental Agreement Regarding Freedom Parkway Access Control Plan.

SUGGESTED MOTION: Approve Resolution and Intergovernmental Agreement

For Approval:

- (1) I move to approve the Resolution Adopting Freedom Parkway Access Control Plan.
- (2) I move to approve the Intergovernmental Agreement regarding the Freedom Parkway Access Control Plan and authorize the Mayor to sign it.

For Denial:

- (1) I move to deny approval of the Resolution Adopting Freedom Parkway Access Control Plan.
- (2) I move to deny approval of the Intergovernmental Agreement regarding the Freedom Parkway Access Control Plan.

Reviewed:

RESOLUTION

No. 2018-17

**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2018-17**

ADOPTING FREEDOM PARKWAY ACCESS CONTROL PLAN

WHEREAS, the Town of Johnstown, Colorado ("Town") is a municipal corporation duly organized and existing under its Home Rule Charter adopted pursuant to Article XX of the Constitution of the State of Colorado; and

WHEREAS, pursuant to C.R.S. § 43-2-147(1)(a), the Town is authorized to regulate vehicular access to or from any public highway under its jurisdiction from or to adjoining property; and

WHEREAS, over a two year period, the Town of Johnstown, the City of Loveland, the Town of Milliken, the City of Greeley, the City of Evans, the Town of Kersey, Larimer County and Weld County (the "Parties") cooperated to discuss access control for a roadway known as "Freedom Parkway" that includes portions of State Highway 402, Larimer County Road 18, Weld County Road 54 and 37th Street, spanning from Larimer County Road 7 to Weld County Road 49; and

WHEREAS, Freedom Parkway currently exists as a predominantly two-lane road, with traffic volumes anticipated to increase with continued growth and development in the area; and

WHEREAS, recognizing the future growth and development, the Parties finalized an access control plan dated October 16, 2018 (the "Freedom Parkway Access Control Plan"); and

WHEREAS, the Freedom Parkway Access Control Plan provides coordinated regulation of vehicular access to and from Freedom Parkway to maintain the efficient and smooth flow of traffic, enhance traffic safety, protect the functional integrity of the road and optimize traffic capacity, ensure wise use of funding for infrastructure, create an efficient spacing of traffic signals and accesses and protect the health, safety, and welfare of the public; and

WHEREAS, the Town Council deems the Freedom Parkway Access Control Plan to be in the best interests of the Town and desires to adopt the Freedom Parkway Access Control Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO, THAT the Freedom Parkway Access Control Plan dated October 16, 2018, is hereby adopted.

PASSED, SIGNED, APPROVED, AND ADOPTED this ____ day of November, 2018.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Scott James, Mayor

**FREEDOM PARKWAY
INTERGOVERNMENTAL
AGREEMENT**

AN INTERGOVERNMENTAL AGREEMENT
REGARDING AN ACCESS CONTROL PLAN FOR PORTIONS OF STATE HIGHWAY 402,
LARIMER COUNTY ROAD 18, WELD COUNTY ROAD 54, AND 37TH STREET
(COLLECTIVELY ALSO KNOWN AS FREEDOM PARKWAY) AMONG THE TOWN OF
JOHNSTOWN, THE CITY OF LOVELAND, THE TOWN OF MILLIKEN, THE CITY OF
GREELEY, THE CITY OF EVANS, THE TOWN OF KERSEY, LARIMER COUNTY, AND
WELD COUNTY

THIS INTERGOVERNMENTAL AGREEMENT is entered into this ____ day of _____, 201__, by and among the Town of Johnstown, the City of Loveland, the Town of Milliken, the City of Greeley, the City of Evans, the Town of Kersey, Larimer County, and Weld County.

WITNESSETH:

WHEREAS, the Parties are authorized by the provisions of Article XIV, Section 18(2)(a), Colorado Constitution, and C.R.S. §§ 29-1-201 et seq. to enter into contracts with each other for the performance of functions which they are authorized by law to perform on their own, and

WHEREAS, each Party is authorized by C.R.S. § 43-2-147(1)(a) to regulate access to public roads within its jurisdiction, and

WHEREAS, the Parties have cooperated to prepare an Access Control Plan (the "Access Control Plan") for a portion of road that includes portions of State Highway 402, Larimer County Road 18, Weld County Road 54, and 37th Street, spanning from Larimer County Road 7 to Weld County Road 49, which road is collectively referred to as "Freedom Parkway" herein and in the Access Control Plan, attached hereto and incorporated herein by reference, and

WHEREAS, each Party hereto has or could in the future have jurisdiction over a portion of such road, and

WHEREAS, the coordinated regulation of vehicular access to Freedom Parkway is necessary to maintain the efficient and smooth flow of traffic, to enhance traffic safety, to protect the functional integrity of the road and optimize its traffic capacity, to ensure wise use of funding for infrastructure, to provide an efficient spacing of traffic signals and accesses, and to protect the public health, safety, and welfare, and

WHEREAS, the Parties are authorized pursuant to Section 2.12 of the State Highway Access Code, 2 C.C.R. 601-1, to achieve such objective by written agreement among themselves adopting and implementing a comprehensive and mutually acceptable access control plan, and

WHEREAS, the Parties hereto desire to provide for the coordinated regulation of vehicular access to Freedom Parkway, and

WHEREAS, each Party hereto has adopted the Access Control Plan by resolution,

NOW, THEREFORE, in consideration of the mutual promises and covenants stated herein, the Parties hereto agree as follows:

1. ACCESS CONTROL PLAN: The Parties hereto agree to regulate access to any portion of Freedom Parkway under their respective jurisdictions in compliance with the Access Control Plan, as amended. New vehicular access to Freedom Parkway shall be permitted only when such access complies with the technical standards set forth in the Access Control Plan.
2. POLICY COMMITTEE: Should a dispute arise between any of the Parties hereto as to the interpretation of a provision of the Access Control Plan, the Parties agree the dispute shall be resolved by the determination of a majority vote of a committee to be known as the Freedom Parkway Policy Committee. Such committee shall be made up of one representative appointed by each of the Parties hereto. In the alternative, the dispute may be resolved by the filing of an action in the appropriate district court.
3. POLICE POWER: This Agreement is intended to be in furtherance of the exercise of the general police power of each Party hereto, and nothing herein shall be construed to be a waiver by the Parties of their respective police power.
4. AUTHORIZATION: By signing this Agreement, the Parties acknowledge and represent to one another that all procedures necessary to contract and execute this Agreement have been performed, and that the persons signing for each Party have been duly authorized by his or her governing body to do so.
5. SEVERABILITY: If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable, this Agreement shall be construed and enforced without such provision to the extent that this Agreement is then capable of execution within the original intent of the Parties hereto.
6. GOVERNMENTAL IMMUNITY: No portion of this Agreement shall be deemed to constitute a waiver of any immunities the Parties or their officers or employees may possess under federal or state constitutional, statutory, or common law.
7. NO THIRD PARTY BENEFICIARY ENFORCEMENT: It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned Parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned Parties that any entity other than the undersigned Parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.
8. ENTIRE AGREEMENT: This Agreement contains the entire agreement and understanding between the Parties to this Agreement and supersedes any other agreements, whether oral or written, concerning Freedom Parkway.

9. MODIFICATION AND BREACH: No modification, amendment, novation, renewal, or other alteration of or to this Agreement shall be deemed valid or of any force or effect whatsoever, unless mutually agreed upon in writing by the undersigned Parties. No breach of any term, provision, or clause of this Agreement shall be deemed waived or excused, unless such waiver or consent shall be in writing and signed by the Party that has waived or consented to such breach. Any consent by any Party hereto, or waiver of, a breach by any other Party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this ____ day of _____, 2018.

ATTEST:
Weld County Clerk to the Board

COUNTY OF WELD, a political
subdivision of the State of Colorado

By: _____
Deputy Clerk to the Board

By: _____
Steve Moreno, Chair
Board of County Commissioners
of the County of Weld

ATTEST:

COUNTY OF LARIMER, a political
subdivision of the State of Colorado

By: _____
Clerk to the Board

By: _____
Steve Johnson, Chairman
Board of County Commissioners
of the County of Larimer

ATTEST:

TOWN OF JOHNSTOWN, a municipal
corporation of the State of Colorado

By: _____
Diana Seele, Town Clerk

By: _____
Scott James, Mayor

Date: _____

ATTEST:

CITY OF LOVELAND, a municipal
corporation of the State of Colorado

By: _____
Patti Garcia, City Clerk

By: _____
Jacki Marsh, Mayor

Date: _____

ATTEST:

TOWN OF MILLIKEN, a municipal
corporation of the State of Colorado

By: _____
Caree Rinebarger, Acting Town Clerk

By: _____
Beau Woodcock, Mayor

Date: _____

ATTEST:

CITY OF GREELEY, a municipal
corporation of the State of Colorado

By: _____
Betsy Holder, City Clerk

By: _____
John Gates, Mayor

Date: _____

ATTEST:

CITY OF EVANS, a municipal
corporation of the State of Colorado

By: _____
Krystal Eucker, City Clerk

By: _____
Brian Rudy, Mayor

Date: _____

ATTEST:

TOWN OF KERSEY, a municipal
corporation of the State of Colorado

By: _____
Julie Piper, Town Clerk

By: _____
Gary Lagrimanta, Mayor

Date: _____

**FREEDOM PARKWAY
ACCESS CONTROL PLAN
SUMMARY INFORMATION**



Freedom Parkway Newsletter

October 4, 2018

ACP NEARS COMPLETION

The two-year process to develop the Freedom Parkway Access Control Plan (ACP) is almost complete. Input from residents, business owners, staff, and elected officials has been incorporated into a final draft ACP and posted to the website. Members of the public are welcome to review the final draft report and provide comments. The draft report and appendices can be found at <https://tinyurl.com/FreedomPrkwy>. Comments should be submitted to Everett Bacon at ebacon@weldgov.com no later than **October 15, 2018**, in order to be incorporated into the final ACP.

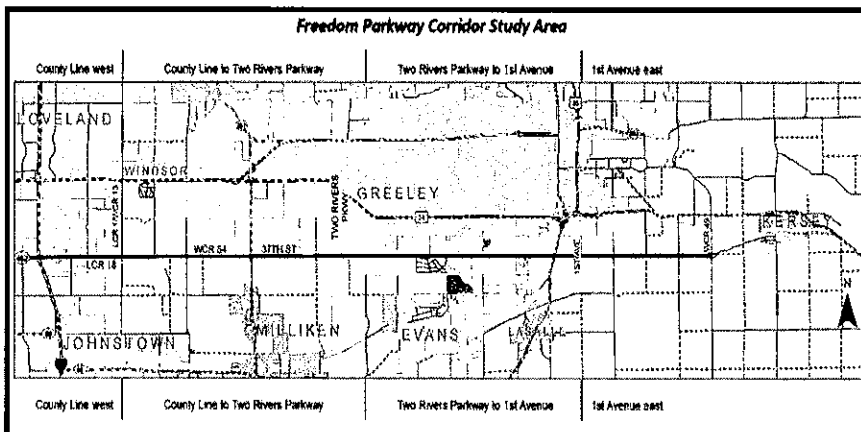
Public Meetings – June 2018

The Freedom Parkway Coalition hosted two public meetings in June 2018 (in addition to two public meetings in 2017 and a separate meeting regarding a roundabout at WCR 17 and WCR 54) for the public to review and comment on the draft Access Control Plan. Several comments were provided and incorporated into the plan. Topics of interest to the public included roundabouts (for and against), new traffic signal locations, shoulder widths, speeding, and truck traffic. The Coalition is very appreciative of the thoughtful comments made by members of the public who have contributed their valuable time in helping develop the Access Control Plan.

Next Steps – Adoption and Implementation

Comments received by October 15 will be incorporated into the final Freedom Parkway Access Control Plan, which is scheduled to be adopted by the participating local governments before the end of the year. Once adopted, the ACP will be implemented through roadway improvements and access management efforts made by each jurisdiction as development occurs. The participating jurisdictions will work cooperatively to meet safety and mobility objectives while providing access to adjoining properties along Freedom Parkway.

The corridor includes all or portions of SH-402, Larimer County Road (LCR) 18, Weld County Road (WCR) 54, and 37th Street. It is approximately 25 miles long, starting at LCR 7 near the Loveland – Johnstown boundary on the west to WCR 49 near Kersey on the east.



BACK TO BASICS

Purpose of the ACP

Roads generally serve two purposes

- 1) mobility for people and freight
- 2) access to adjoining properties.

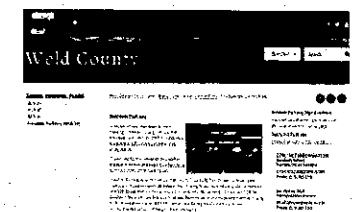
The purpose of the Freedom Parkway Access Control Plan (ACP) is to maintain and enhance safety and mobility while also providing reasonable access as growth and development occur over time. Safety is the main reason for managing access on the corridor.

Goals and Objectives

- Improving safety along the corridor
- Coordinating development, improvements, access, design standards, and other issues among jurisdictions
- Promoting economic vitality along the corridor
- Protecting investments in infrastructure
- Maintaining the functional integrity of the corridor by reducing traffic conflicts and improving traffic flow

Access Control Strategies

Elimination
Relocation
Consolidation / Shared Access
Reconfiguration



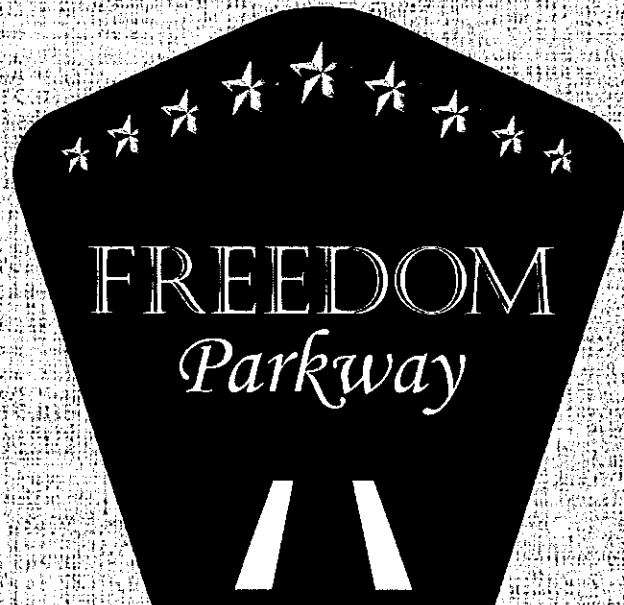
Don't forget to check out our web page for more information on the Freedom Parkway. Go to <https://tinyurl.com/FreedomPrkwy>

PROUDLY WORKING TOGETHER



FREEDOM PARKWAY ACCESS CONTROL PLAN

October 16, 2018



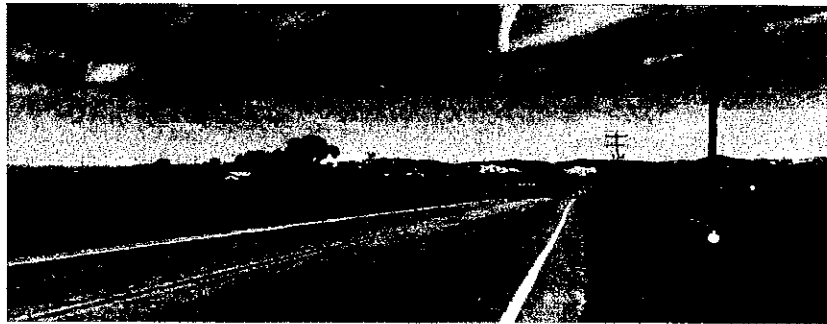


I. INTRODUCTION

Project Background and Study Area

Freedom Parkway is a key east-west corridor connecting I-25 on the west to the Town of Kersey on the east, running approximately one to two miles south of and parallel to US-34. It traverses through or near several local jurisdictions, including Loveland, Johnstown, Milliken, Greeley, Evans, Kersey, and unincorporated Larimer and Weld Counties. The name Freedom Parkway was coined by local government representatives from these jurisdictions, who comprise the Freedom Parkway Coalition along with the Colorado Department of Transportation (CDOT) as an ex-officio member.

To ensure protection of future county investments along this multijurisdictional corridor, the Weld County Board of County Commissioners recommended the preparation of an Access Control Plan (ACP) and



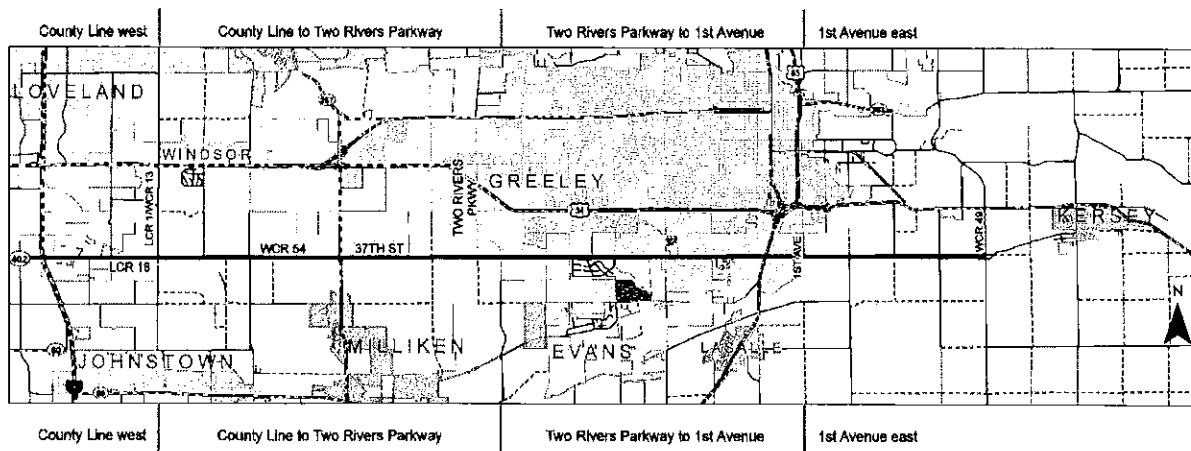
Intergovernmental Agreement (IGA) prepared through cooperation with the government entities in the vicinity of the corridor. The Freedom Parkway Coalition met for the first time on June 30, 2016 and agreed to meet regularly to work together in developing an ACP and IGA for Freedom Parkway.

Figure 1 and **Appendix A** show the corridor and study area for the Freedom Parkway ACP. The corridor includes all or portions of SH-402, Larimer County Road (LCR) 18, Weld County Road (WCR) 54, and 37th Street. It is approximately 25 miles long, starting at LCR 7 near the Loveland – Johnstown boundary on the west to WCR 49 near Kersey on the east. Four sections were defined for analysis and reporting purposes based on the character of local development, the street cross-section design elements, and traffic characteristics:

- Section 1 – LCR 7 to Larimer/Weld County boundary (at County Line Rd. / WCR 13)
- Section 2 – Larimer/Weld County boundary to Two Rivers Parkway
- Section 3 – Two Rivers Parkway to 1st Avenue
- Section 4 – 1st Avenue to WCR 49

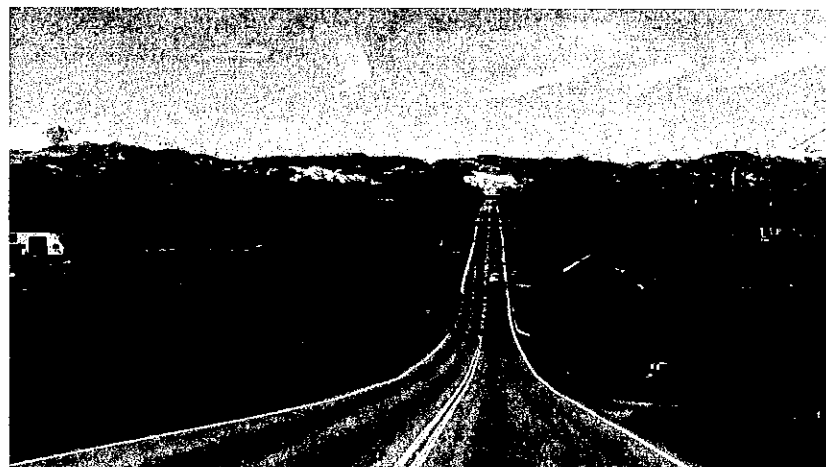


Figure 1 - Freedom Parkway Corridor Study Area



Freedom Parkway exists as a predominantly rural two-lane road except for a 4-lane section in the developed area between 1st Avenue and 35th Avenue in Evans. Traffic volumes are anticipated to increase on the corridor as development continues, which will necessitate safety and mobility improvements at intersections and other locations. Managing driveway and street access along the corridor is fundamental to improving safety and mobility.

There are a variety of land uses along the corridor, including agriculture, residential (including low, medium, and some higher density housing), commercial/retail, oil and gas, and industrial development. Two schools adjoin corridor in Evans. Since

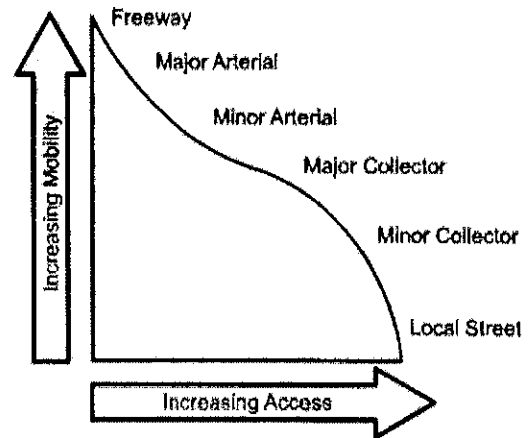


transportation and land use are symbiotic, the Freedom Parkway Coalition recommends future land use subarea plans be developed by local jurisdictions to consider and plan for future land uses, street designs, access management, crossings, and other aspects of the corridor in advance of future development.



Purpose

Roads generally serve two functions – 1) mobility for people and freight and 2) access to adjoining properties. For example, freeways and expressways typically have limited access points and primarily exist for efficient movement of vehicles at higher travel speeds. On the other end of the access-mobility continuum, local streets provide access to residential and commercial properties at low travel speeds. Collector and arterial streets tend to have moderate speeds while balancing mobility and access needs.



The purpose of this ACP is to maintain and enhance the safety and mobility of the Freedom Parkway corridor while also providing reasonable access to adjoining properties. Safety is the main purpose for evaluating access and developing an ACP, although mobility and access are also important. Each intersecting driveway and street is an access point that increases the potential for conflicts between through-traffic and traffic using the access.

Access management improves safety by controlling the number, location, and spacing of these access points along the corridor. It benefits traffic flow by reducing roadside interference, thereby allowing drivers on the corridor to better predict where other vehicles will turn and cross. Access management also allows for more efficient management of roadside drainage.

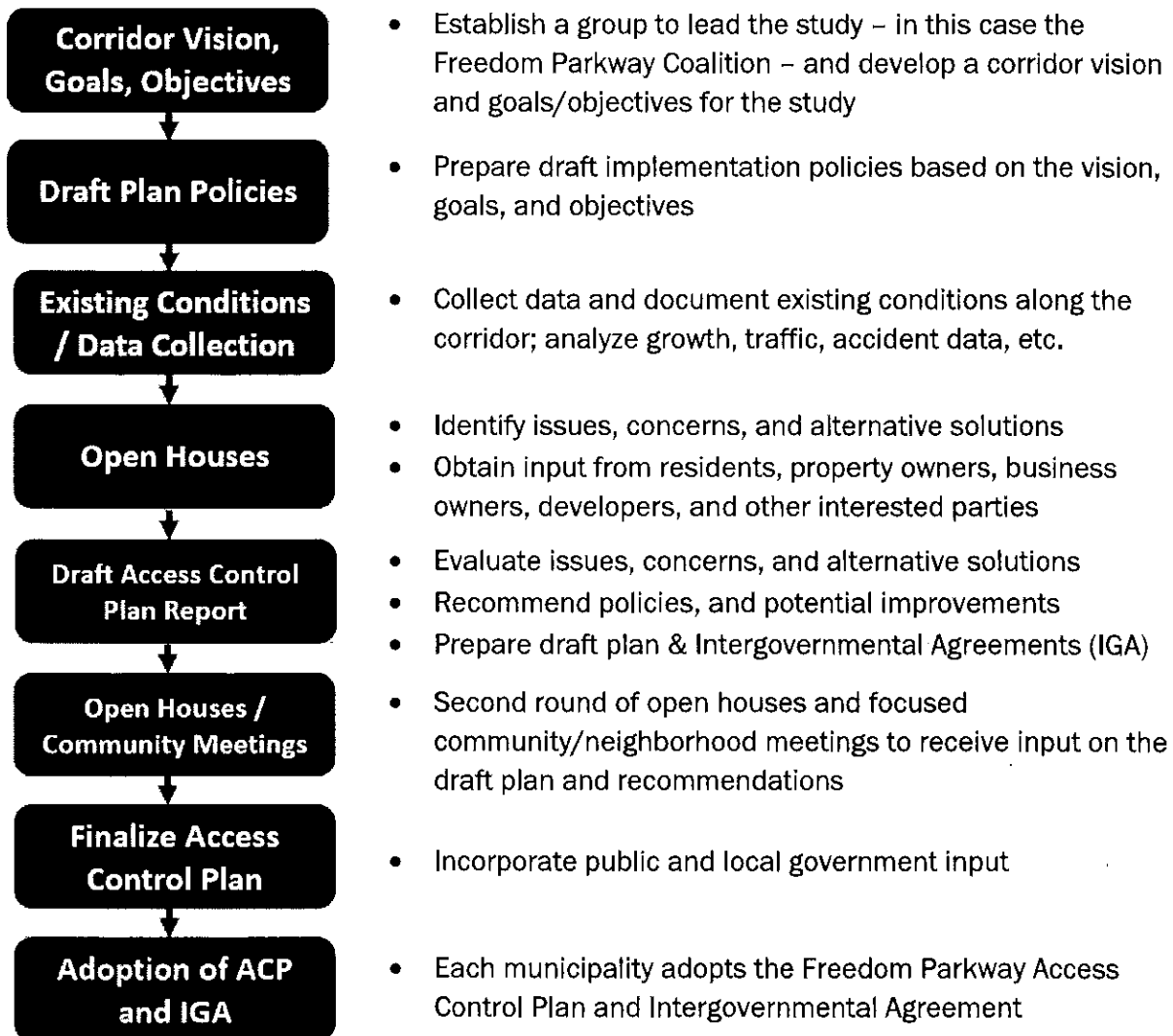
Another important characteristic of the roadway system is reliability, which can be affected by traffic incidents/accidents, flooding, wind (e.g., downed trees & powerlines), underground utility issues, and other factors. Since Freedom Parkway runs parallel to US-34, the two facilities can serve as an alternative reliever route to the other when reliability is impacted. A Planning and Environmental Linkages (PEL) study for the US-34 corridor is taking place in a similar timeframe as the development of this Freedom Parkway ACP. PEL studies encompass a more in-depth analysis of growth, traffic impacts, and environmental factors than does an access control plan, but both have similar objectives – safety, mobility, reasonable access to adjoining properties, and travel reliability.

The recommended policies and standards established by this ACP will be implemented over time as development continues to meet the safety and mobility objectives for the Freedom Parkway corridor.



Process

Access control plans are prepared through a process that involves the following efforts:

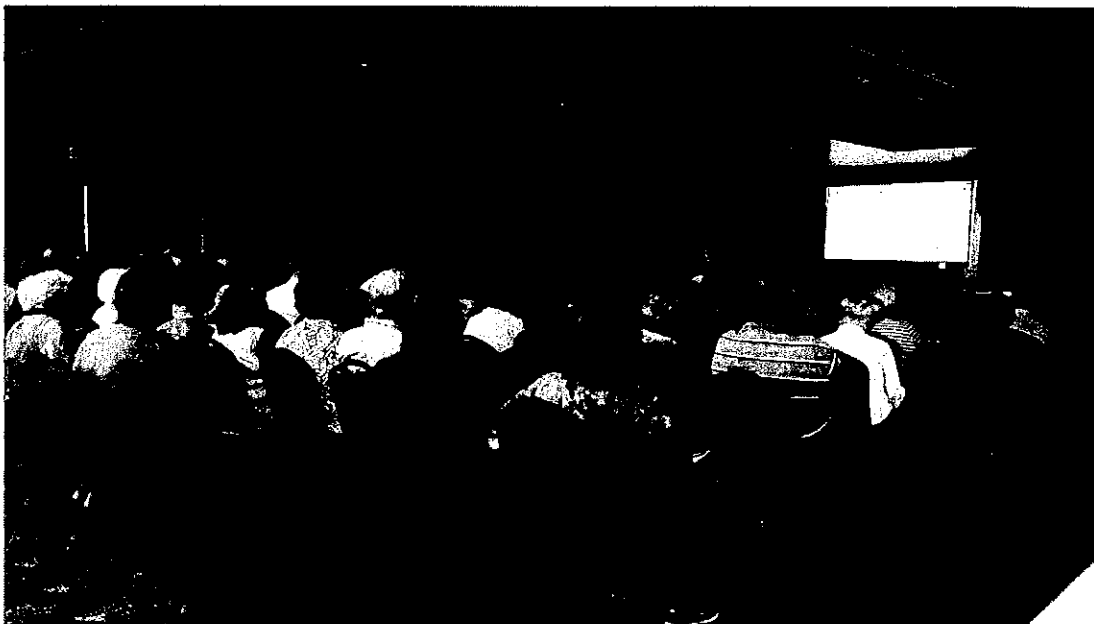


The Freedom Parkway Coalition was responsible for guiding the study and establishing final recommendations based on the technical analysis and public input. The Coalition was made up of both elected officials and technical staff. The elected officials comprised the policy group that approved the plan's recommendations. Staff made up the Technical Advisory Committee (TAC), who reviewed and analyzed data and input to make recommendations to the policy group. The Freedom Parkway Coalition first met on June 30, 2016 and continued



to meet monthly to develop this plan. Members of the public attended the monthly meetings on occasion.

Two rounds of public meetings were held during the study. The first, in July 2017, introduced the ACP and sought input on the corridor vision, project goals, existing conditions, access location inventory, issues/concerns, and potential solutions. Another round of meetings was conducted in June 2018 to review the recommended policies and potential improvements. Chapter IV, *Public Involvement*, contains detailed information about the outreach process.



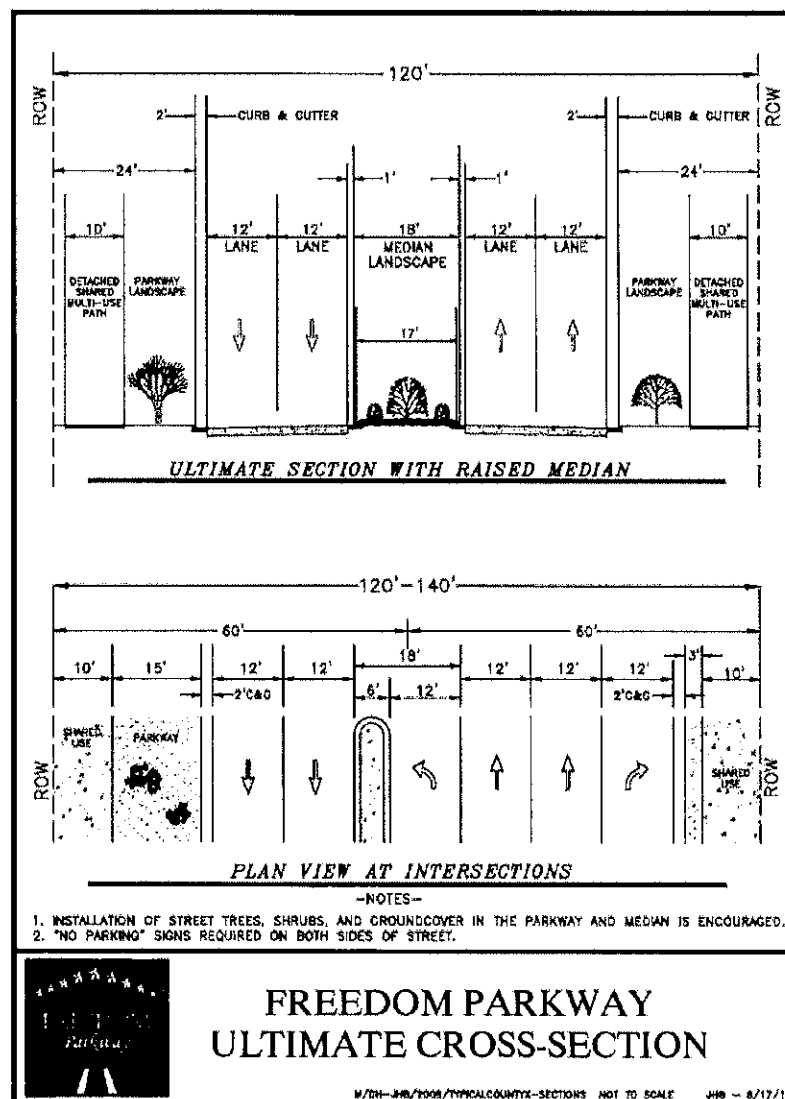
The Freedom Parkway Access Control Plan was finalized and adopted during the fall of 2018 along with Intergovernmental Agreements (IGA) among the various local governments. The IGA binds each jurisdiction into an agreement to regulate access to portions of the Freedom Parkway corridor under their jurisdiction in compliance with this Freedom Parkway Access Control Plan. The IGA is discussed in more detail in Chapter VII, *Referrals and ACP Amendments*.



Corridor Vision

The first major step in preparing the ACP was a visioning process to establish a target framework for the analysis and subsequent policies. During a half-day workshop, the Freedom Parkway Coalition envisioned the corridor as a regional, multimodal, urbanized transportation link between Loveland and Kersey. Specifically, the Coalition established an ultimate cross-section for the corridor as a 4-lane, divided, limited access urban arterial, shown in **Figure 2** and **Appendix B**.

Figure 2 – Corridor Vision Ultimate Cross-section





Each section of Freedom Parkway is expected to develop in a distinct manner with regard to the type of development and timing of its implementation. Local governments are expected to make improvements to Freedom Parkway to correspond to development pressure. In many cases, this may include interim improvements that will accommodate the ultimate cross-section at time point in the future. Interim improvements may stay in place for a significant length of time before a section of road is improved to the ultimate cross-section. In one case, the ultimate cross-section has been largely implemented – from 23rd Avenue to 35th Avenue in Evans.

The ultimate cross-section shown in **Figure 2** does not set a design standard for Freedom Parkway. Rather, it serves as a framework for local governments to consider as future roadway improvements occur. The ACP recognizes that each jurisdiction may have an arterial street standard that differs to some degree from the corridor vision ultimate cross-section. Implementation policies, discussed in Chapter VI, provide jurisdictions with the flexibility to improve Freedom Parkway to their local design standards along with the responsibility to adhere to the tenants of the corridor vision – 4 lanes, median-divided, turn lanes, and detached sidewalks.

Goals and Objectives

The Freedom Parkway Coalition coordinated the development of the study's goals and objectives with the corridor vision and to establish a foundation for recommending the plan implementation policies discussed in Chapter VI, *Policies*. They include:

- Improving safety along the corridor,
- Coordinating development, improvements, access, design standards, and other issues among jurisdictions,
- Promoting economic vitality along the corridor,
- Protecting investments in infrastructure, and
- Maintaining the functional integrity of the corridor by reducing traffic conflicts and improving traffic flow.

As the goals evolved into common policies and standards for Freedom Parkway, they help to provide a more consistent and cohesive corridor, even where local governments have conflicting objectives. For example, one jurisdiction may strive to better accommodate commercial vehicle traffic where another would like to reduce or even eliminate truck traffic on the corridor. The ACP process allows communities to discuss their common and differing objectives and reach agreement on how to best address them. Local jurisdictions have a great deal of flexibility to implement roadway improvements and apply their own design standards within the ACP framework.



Access Control Strategies

As previously presented, the purpose of an Access Control Plan is to improve safety, mobility, and reliability by managing the number, location, and configuration of access points along a corridor. The reduction and refinement of access points helps to achieve these objectives while maintaining reasonable access to adjoining properties. The following access control strategies were considered in the development of the ACP and are discussed in detail in Chapter V, *Access Recommendations*.

- Elimination – Access points may be removed at unsafe locations, where there are more than two existing access points for a parcel, or where spacing requirements are not met.
- Relocation – Access points may be relocated to meet spacing requirements or align with other access points. This could include moving access from Freedom Parkway to an intersecting side street.
- Consolidation / Shared Access – Access points in close proximity may be consolidated into a single location and/or shared between adjoining developments. This often requires cooperation between neighboring property owners.
- Movement Conversion / Reconfiguration – Allowable vehicular movements at some existing access points may be reduced to meet safety and mobility objectives. One example might be a location with full access into and out of a driveway that is reduced to a right-in, right-out configuration.

