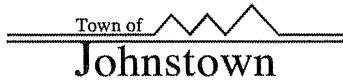


TOWN COUNCIL
MEETING
PACKET

October 1, 2018



Town Council

Agenda

Monday, October 1, 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 –September 17, 2018
 - B) Agreement with Xylem Water Solutions Zelenople, LLC for DAF Saturator
 - 7) **STAFF REPORTS**
 - 8) **OLD BUSINESS**
 - 9) **NEW BUSINESS**
 - A) Consider Resolution No. 2018-14, A Resolution Opposing Proposition 112
 - B) Consider LifeBridge Christian Church's Request to Allow the Facility to be used for Senior Purposes
 - 10) **EXECUTIVE SESSION**
 - A) An executive session to discuss personnel matters related to the interim Town Manager position pursuant to C.R.S. Section 24-6-402(4)(f).
 - 11) **COUNCIL REPORTS AND COMMENTS**
 - 12) **MAYOR'S COMMENTS**
 - 13) **ADJOURN**
-

WORK SESSION

- 1) Discussion of 2019 Proposed Budget (General and Miscellaneous Funds)



NOTICE OF ACCOMODATION

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

AGENDA ITEMS 6A-B

CONSENT

AGENDA

- **Council Minutes – September 20, 2018**
 - **Agreement**
(Saturator Tank)
(Xylem Water Solutions Zelienople, LLC)

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: October 1, 2018

ITEM NUMBER: 6A-B

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) Council Meeting Minutes – September 17, 2018
- B) * Agreement with Xylem Water Solutions Zelienople (Xylem), LLC for DAF Saturator

The Town currently utilizes Dissolved Air Flotation (DAF) technology at the water treatment plant to clarify the Town's drinking water. Dissolved Air Flotation is a water treatment process that removes suspended solids from the water by using air. The separation is achieved by dissolving air into the water under pressure in a saturator tank, and then releasing the air at atmospheric pressure into a flotation basin. The Town presently has one (1) saturator tank which is able to treat up to five (5) million gallons of water per day. As the Town's water consumption sometimes exceeds this amount, a second saturator is needed to meet the increased demand. The second saturator will allow the plant to treat up to a maximum of ten (10) million gallons of water per day. The saturator tank is to be manufactured by Xylem, which is the same company that fabricated the Town's current tank. A total of \$65,000 was allotted in the 2018 Water Fund budget. Additional funds of approximately **\$317,000 (refer to attachment) will need to be allocated in the 2019 budget for the remainder of the parts and installation of the tank to make it operational. According to the Town Treasurer, sufficient funds are available for the acquisition of the tank. The Town Attorney has reviewed the attached agreement. Staff recommends approval of the agreement with Xylem in a total amount not to exceed **\$58,684**, and authorize the Mayor to sign the agreement.

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, September 17, 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, Molinar Jr. Tallent and Young

Also present: Avi Rocklin, Town Attorney, Roy Lauricello, Town Manager, 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 Mellon made a motion seconded by Councilmember Lemasters to approve the Consent Agenda with the following items included for approval:

- September 5, 2018 Council Meeting Minutes
- Payment of Bills
- August Financial Statements

Motion carried with a unanimous vote.

New Business

A. Public Hearing – Consider Transfer of Ownership for Leo's Place – The Black Sheep, LLC submitted an application for a Transfer of Ownership for Leo's Place located at 19 ½ South Parish Avenue.

Mayor James opened the Public Hearing at 7:03 p.m. and heard from the applicant. Having no public comment, Mayor James closed the hearing at 7:07 p.m. Councilmember Tallent made a motion seconded by Councilmember Young to approve the application for the Transfer of Ownership for Leo's Place. Motion carried with a unanimous vote.

B. Public Improvements Development Agreement – Johnstown Heights, Amended Filing No. 3 The Final Plat for Johnstown Heights, Amended Filing No. 3 agreement requires the Developer develop the property in accordance with the amended subdivision plat that was approved by the Council. Councilmember Lebsack made a motion seconded by Councilmember Mellon to approve the public improvements development agreement for Johnstown Heights, Amended Filing No. 3. Motion carried with a unanimous vote.

C. Consider Assignment, Assumption and Bill of Sale (WRI to Clayton) and Consent and Estoppel Certificate – On May 7, 2018, the Town of Johnstown and WR Investments, LLC entered into a Water Agreement, whereby, the Town created a water bank on behalf of WRI containing 610 single-family equivalent water units. In the Water Agreement, the Town expressed its intent and desire that the water would be used for the potable water needs of the Thompson River Ranch development (“Project”). Clayton Properties Group II, Inc. (“Clayton”), the successor to Oakwood Homes and the developer of the Project, entered into an agreement with WRI to purchase the water. Clayton also requests the Town execute a Consent and Estoppel Certificate confirming its consent to Clayton’s purchase of the Assigned Interests. Councilmember Mellon made a motion seconded by Councilmember Molinar Jr. to approve the assignment set forth in Paragraph 2 of the Assignment, Assumption and Bill of Sale (WRI to Clayton) and authorize the Mayor to sign it. Councilmember Lebsack made a motion seconded by Councilmember Lemasters to approve the Consent and Estoppel Certificate and authorize the Mayor to sign it. Motion carried with a unanimous vote.

Executive Session

Councilmember Lebsack made a motion seconded by Councilmember Young to recess into Executive Session at 7:17 p.m. for a conference with the Town’s water attorney pursuant to C.R.S. Section 24-6-402(4)(b) to discuss water rights. Mayor James reopened the meeting at 7:28 p.m. and stated no decisions were made.

Mayor’s Comments

Mayor James informed Council there are 2 vacancies on the Johnstown Housing Authority Board and would like a motion to appoint Jeanne Larson and Gregory Peterson to the Board. Councilmember Lebsack made a motion seconded by Councilmember Young to appoint Jeanne Larson and Gregory Peterson to the board. Motion carried with a unanimous vote.

There being no further business to come before the Council the meeting adjourned at 7:37 p.m.

Mayor

Town Clerk/Treasurer

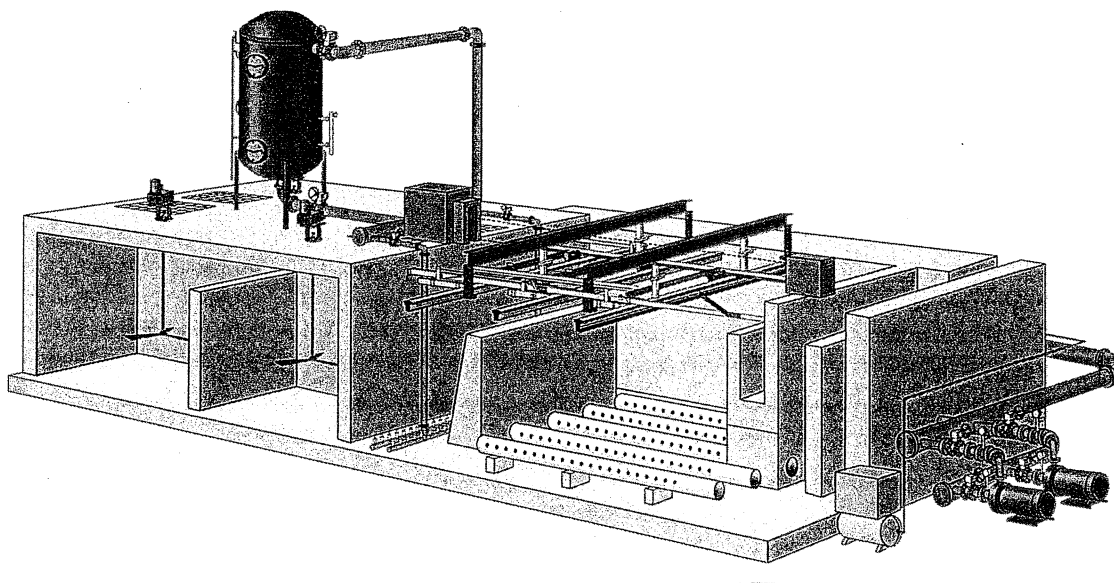
AGREEMENT



Proposal Number: I18335

June 6, 2018

Johnstown, CO



Clari-DAF®

Proposal Prepared for Johnstown, CO

Xylem — 227 South Division Street — Zelienople, PA 16063
Phone (724) 452-6300 — Fax (724) 453-2122



Xylem

Johnstown, CO Rev01

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1. **Design Criteria**
2. **Scope of Supply**
 - 2.1 DAF Saturator
3. **Installation and Instruction Services**
4. **Pricing Information**

1. Design Criteria

The Clari-DAF equipment described here-in shall be furnished and installed as described in Section 2 - Scope of Supply. **Xylem will supply only the items specifically detailed within this proposal.** Xylem reserves the right to update equipment pricing in order to comply with any general equipment specifications provided after the date of this proposal.

The system has been designed based on Leopold contract number M4-4442.

2. Scope of Supply

2.1 DAF Saturator:

- (1) **Packed tower air saturation tank.** It shall be constructed of steel plates and shapes conforming to ASTM A36, with the interior shell being epoxy lined. Saturation tank shall be constructed as per latest revision of Section VIII, Division 1 of the ASME code and stamped for 150 psig. Also included is the saturator pressure retention valve, pressure regulating valve, level indicator, pressure gauge, pressure transmitter, liquid level sight glass, pressure relief valve, drain valve, polypropylene packing, and internal distribution piping fabricated from type 304 stainless steel.



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4. Pricing Information

BASIS of PRICING:

Any items and/or accessories not specifically called out in this quotation must be construed as being furnished by others.

This quotation is considered firm for 90 days. Orders received more than 90 days after the date of this quotation is reviewed by Xylem before acceptance and is subject to changes in prices or delivery depending on conditions existing at the time of entry. Quoted prices are firm for delivery within 12 months from the delivery date stipulated in the plans & specifications or mutually agreed upon by Xylem and Purchase Order issuer at time of order placement.

We do not include any applicable taxes.

Orders resulting from this quotation should be addressed to Xylem Water Solutions Zelenople LLC 227 S. Division St., Zelenople, PA, 16063, USA.

We propose to furnish the material described in this document for a **total selling price of \$58,684.00, DAP jobsite with full truck freight allowed to jobsite.**

For final pricing and further information pertaining to the equipment contained in this proposal, please contact our area representative, who is:

isiWest
4175 Mulligan Dr.
Longmont, CO 80504
Phone: (970) 535-0571
Cell: (970) 460-0125

Attention: Frank Henderson

Pricing is based on the following payment terms (net 30 days):

- 10% following initial submittal for approval
- 80% following the date of the respective shipments of the product
- 5% following installation, not to exceed 150 days after shipment of the product (*whichever comes first*)
- 5% following start-up, not to exceed 180 days after shipment of the product (*whichever comes first*)

Respectfully submitted,

Xylem

Bruce Wolfe
Sr. Sales Engineer, Xylem

Attachments: Terms and Conditions

Commercial Terms & Conditions

DELIVERY SCHEDULE

Production schedule

Delivery of fabricated items 16 to 18 weeks after drawing approval.

T&C'S FOR PROPOSAL

1. Agreement, Integration and Conflict of Terms. These terms and conditions, together with any special conditions expressly incorporated thereto in the quotation or sales form, are to govern any sale between the Seller and Buyer. The Seller shall mean the applicable affiliate of Xylem Inc. that is party to the Agreement ("Seller"). The Buyer shall mean the entity that is party to the Agreement with Seller. This writing is an offer or counteroffer by Seller to sell the goods and/or services set forth on the quotation or sales form subject to these terms and conditions and is expressly made conditional on Buyer's assent to these terms and conditions. Acceptance by Buyer is expressly limited to these terms and conditions. Any additional or different terms and conditions contained in Buyer's purchase order or other communication shall not be effective or binding upon Seller unless specifically agreed to in writing by Seller; Seller hereby objects to any such conditions, and the failure of Seller to object to specific provisions contained in any purchase order or other communication from Buyer shall not be construed as a waiver of these terms and conditions nor an acceptance of any such provisions. Neither Seller's commencement of performance nor delivery shall be deemed or construed as acceptance of Buyer's additional or different terms and conditions. Buyer agrees that these terms and conditions, together with any accompanying quotation and any special conditions or limited process guarantees or documents referred to or included within the quotation and expressly made a part of this agreement, (e.g., drawings, illustrations, specifications, or diagrams), is the complete and final agreement between Buyer and the Seller ("Agreement"). This Agreement supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties and, further, can only be altered, modified or amended with the express written consent of the parties.

2. Quotation, Withdrawal, Expiration. Quotes are valid for ninety (90) calendar days from the date of issuance unless otherwise provided therein. Seller reserves the right to cancel or withdraw the quotation at any time with or without notice or cause prior to acceptance by Buyer. There is no Agreement if any conditions specified within the quotation *or* sales form are not completed by Buyer to Seller's satisfaction within thirty (30) calendar days of Seller's acknowledgement in writing of an order. Seller nevertheless reserves its right to accept any contractual documents received from Buyer after this 30-day period.

3. Prices. Prices apply to the specific quantities stated on the quotation or sales form. Unless otherwise agreed to in writing by the parties, all prices are delivery at place ("DAP") and include transportation costs and charges relating to transportation. Prices include standard packing according to Seller's specifications for delivery. All costs and taxes for special packing requested by Buyer, including packing for exports, shall be paid by Buyer as an additional charge.

4. Taxes. The price for the goods does not include any applicable sales, use, excise, GST, VAT, or similar tax, duties or levies. Buyer shall have the responsibility for the payment of such taxes if applicable.

5. Payment Terms. Seller reserves the right to require payment in advance or C.O.D. and otherwise modify credit terms should Buyer's credit standing not meet Seller's acceptance. Unless different payment terms are expressly set forth in the quotation or sales form or order acknowledgment or Sales Policy Manual, goods will be invoiced upon shipment. Payment shall be made in U.S. Dollars. Payment is due as set forth in the quotation or sales form. In the event payment is not made when due, Buyer agrees to pay Seller a service or finance charge of the lesser of (i) one and one-half percent (1.5%) per month (18% per annum), or (ii) the highest rate permitted by applicable law, on the unpaid balance of the invoice from and after the invoice due date. Buyer is responsible for all costs and expenses associated with any checks returned due to insufficient funds. All credit sales are subject to prior approval of Seller's credit department. Export shipments will require payment prior to shipment or an appropriate Letter of Credit. If, during the performance of the contract with Buyer, the financial responsibility or condition of Buyer is such that Seller in good faith deems itself insecure, or if Buyer becomes insolvent, or if a material change in the ownership of Buyer occurs, or if Buyer fails to make any payments in accordance with the terms of its contract with Seller, then, in any such event, Seller is not obligated to continue performance under the contract and may stop goods in transit and defer or decline to make delivery of goods, except upon receipt of satisfactory security or cash payments in advance, or Seller may terminate the order upon written notice to Buyer without further obligation to Buyer whatsoever. If Buyer fails to make payments or fails to furnish security satisfactory to Seller, then Seller shall also have the right to enforce payment to the full contract price of the work completed and in process. Upon default by Buyer in payment when due, Buyer shall immediately pay to Seller the entire unpaid amounts for any and all shipments made to Buyer irrespective of the terms of said shipment and whether said shipments are made pursuant to this Agreement or any other contract of sale between Seller and Buyer, and Seller may withhold all subsequent shipments until the full amount is settled. Acceptance by Seller of less than full payment shall not be a waiver of any of its rights hereunder. Buyer shall not assign or transfer this Agreement or any interest in



it, or monies payable under it, without the written consent of Seller and any assignment made without such consent shall be null and void.

6. Delivery, Risk of Loss. Seller acknowledges that time is a material element and agrees to provide equipment in accordance with a mutually agreed upon schedule. All shipments will be made DAP Title and risk of loss will transfer to Buyer upon delivery. Seller shall not be responsible to Buyer for any loss, whether direct, indirect, incidental or consequential in nature, including without limitation loss of profits, arising out of or relating to any failure of the goods to be delivered by the specified delivery date. In the absence of specific instructions, Seller will select the carrier. Buyer shall reimburse Seller for the additional cost of its performance resulting from inaccurate or lack of delivery instructions, or by any act or omission on Buyer's part. Any such additional cost may include, but is not limited to, storage, insurance, protection, re-inspection and delivery expenses.

Buyer grants to Seller a continuing security interest in and a lien upon the products and the proceeds thereof (including insurance proceeds), as security for the payment of all such amounts and the performance by Buyer of all of its obligations to Seller pursuant to the order and all such other sales, and Buyer shall have no right to sell, encumber or dispose of the products. Buyer shall execute any and all financing statements and other documents and instruments and do and perform any and all other reasonable acts and things which Seller may consider necessary, desirable or appropriate to establish, perfect or protect Seller's title, security interest and lien.

7. Warranty. For goods sold by Seller to Buyer that are used by Buyer for personal, family or household purposes, Seller warrants the goods to Buyer on the terms of Seller's limited warranty available on Seller's website. For goods sold by Seller to Buyer for any other purpose, Seller warrants that the goods sold to Buyer hereunder (with the exception of membranes, seals, gaskets, elastomer materials, coatings and other "wear parts" or consumables all of which are not warranted except as otherwise provided in the quotation or sales form) will be (i) be built in accordance with the specifications, if any, referred to in the quotation or sales form and (ii) free from defects in material and workmanship for a period of one (1) year from the date of installation and start-up, if subsequent to installation, unless an alternate period of time is provided by law or is specified in the product documentation from Xylem (the "Warranty").

Except as otherwise provided by law, Seller shall, at its option and at no cost to Buyer, either repair or replace any product which fails to conform with the Warranty. Seller shall have complete discretion as to the method or means of repair or replacement. Buyer's failure to comply with Seller's written repair or replacement directions shall constitute a waiver of its rights and render all warranties void, on the conditions that the directions are reasonable and that Buyer is reasonably capable of undertaking such task(s). The Warranty is conditioned on Buyer giving written notice to Seller of any defects in material or workmanship of warranted goods within twenty (20) days of the date when any defects are first manifest. Seller shall have no warranty obligations to Buyer with respect to any product or parts of a product that: (a) have been repaired by third parties other than Seller or without Seller's written approval; (b) have been subject to misuse, misapplication, neglect, alteration, accident, or physical damage; (c) have been used in a manner contrary to Seller's instructions for installation, operation and maintenance; (d) have been damaged from ordinary wear and tear, corrosion, or chemical attack; (e) have been damaged due to abnormal conditions, vibration, failure to properly prime, or operation without flow; (f) have been damaged due to a defective power supply or improper electrical protection; or (g) have been damaged resulting from the use of accessory equipment not sold by Seller or not approved by Seller in connection with products supplied by Seller hereunder.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, CONDITIONS OR TERMS OF WHATEVER NATURE RELATING TO THE GOODS PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. EXCEPT AS OTHERWISE PROVIDED BY LAW, BUYER'S EXCLUSIVE REMEDY AND SELLER'S AGGREGATE LIABILITY FOR BREACH OF ANY OF THE FOREGOING WARRANTIES ARE LIMITED TO REPAIRING OR REPLACING THE PRODUCT AND SHALL IN ALL CASES BE LIMITED TO THE AMOUNT PAID BY THE BUYER HEREUNDER. IN NO EVENT IS SELLER LIABLE FOR ANY OTHER FORM OF DAMAGES, WHETHER DIRECT, INDIRECT, LIQUIDATED, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY OR LOSS OF REPUTATION.

8. Inspection. Buyer shall have the right to inspect the goods upon their receipt. When delivery is to Buyer's site or to a project site ("Site"), Buyer shall notify Seller in writing of any visible nonconformity of the goods with this Agreement within ten (10) days from receipt by Buyer. For all other deliveries, Buyer shall notify Seller in writing of any nonconformity with this Agreement within fourteen (14) days from receipt by Buyer. Failure to give such applicable notice shall constitute a waiver of Buyer's right to inspect and/or reject the goods for nonconformity and shall be equivalent to an irrevocable acceptance of the goods by Buyer, except for latent defects in materials or workmanship covered under warranty.

9. Seller's Limitation of Liability. EXCEPT AS OTHERWISE PROVIDED BY LAW, IN NO EVENT SHALL SELLER'S LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID BY BUYER UNDER THIS AGREEMENT. SELLER SHALL HAVE NO LIABILITY FOR LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY, LOSS OF REPUTATION, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES.

10. Force Majeure. Seller may cancel or suspend this Agreement and Seller shall have no liability for any failure to deliver or perform, or for any delay in delivering or performing any obligations, due to acts or omissions of Buyer and/or its contractors, or due

to circumstances beyond Seller's reasonable control, including but not limited to acts of God, fire, flood or other natural disasters, war and civil disturbance, riot, acts of governments, terrorism, disease, currency restrictions, labor shortages or disputes, unavailability of materials, fuel, power, energy or transportation facilities, failures of suppliers or subcontractors to effect deliveries, in which case the time for performance shall be extended in an amount equal to the excused period, provided that Seller shall have, as soon as reasonably practicable after it has actual knowledge of the beginning of any excusable delay, notified Buyer of such delay, of the reason therefor and of the probable duration and consequence thereof. Seller shall use its best efforts to eliminate the cause of the delay, interruption or cessation and to resume performance of its obligations hereunder with the least possible delay.

11. Cancellation. Except as otherwise provided in this Agreement, no order may be cancelled on special or made-to-order goods or unless otherwise requested in writing by either party and accepted in writing by the other. In the event of a cancellation by Buyer, Buyer shall, within thirty (30) days of such cancellation, pay Seller a cancellation fee, which shall include all costs and expenses incurred by Seller prior to the receipt of the request for cancellation including, but not limited to, all commitments to its suppliers, subcontractors and others, all fully burdened labor and overhead expended by Seller, plus a reasonable profit charge." Return of goods shall be in accordance with Seller's most current Return Materials Authorization and subject to a fifteen percent (15%) restocking fee.

Notwithstanding anything to the contrary herein, in the event of the commencement by or against Buyer of any voluntary or involuntary proceedings in bankruptcy or insolvency, or in the event Buyer shall be adjusted bankrupt, make a general assignment for the benefit of its creditors, or if a receiver shall be appointed on account of Buyer's insolvency, or if Buyer fails to make payment when due under this Agreement, or in the event Buyer does not correct or, if immediate correction is not possible, commence and diligently continue action to correct any default of Buyer to comply with any of the provisions or requirements of this Agreement within ten (10) calendar days after being notified in writing of such default by Seller, Seller may, by written notice to Buyer, without prejudice to any other rights or remedies which Seller may have, terminate its further performance of this Agreement. In the event of such termination, Seller shall be entitled to receive payment as if Buyer has cancelled the Agreement as per the preceding paragraph. Seller may nevertheless elect to complete its performance of this Agreement by any means it chooses. Buyer agrees to be responsible for any additional costs incurred by Seller in so doing. Upon termination of this Agreement, the rights, obligations and liabilities of the parties which shall have arisen or been incurred under this Agreement prior to its termination shall survive such termination.

12. Drawings. All drawings are the property of Seller. Seller does not supply detailed or shop working drawings of the goods; however, Seller will supply necessary installation drawings. The drawings and bulletin illustrations submitted with Seller's quotation show general type, arrangement and approximate dimensions of the goods to be furnished for Buyer's information only, except as set forth in quotation or sales form, all drawings, illustrations, specifications or diagrams form no part of this Agreement. Seller reserves the right to alter such details in design or arrangement of its goods which, in its judgment, constitute an improvement in construction, application or operation. All engineering information necessary for installation of the goods shall be forwarded by Seller to Buyer to upon Buyer's acceptance of this Agreement. After Buyer's acceptance of this Agreement, any changes in the type of goods, the arrangement of the goods, or application of the goods requested by Buyer will be made at Buyer's expense. Instructions necessary for installation, operating and maintenance will be supplied when the goods are shipped.

13. Proprietary Information, Injunction. Seller's designs, illustrations, drawings, specifications, technical data, catalogues, "know-how", economic or other business or manufacturing information (collectively "Proprietary Information") disclosed to Buyer shall be deemed proprietary and confidential to Seller. Unless otherwise required by law, Buyer agrees not to disclose, use, or reproduce any Proprietary Information without first having obtained Seller's express written consent. Buyer's agreement to refrain from disclosing, using or reproducing Proprietary Information shall survive completion of the work under this Agreement. Buyer acknowledges that its improper disclosure of Proprietary Information to any third party will result in Seller's suffering irreparable harm. Seller may seek injunctive or equitable relief to prevent Buyer's unauthorized disclosure.

14. Installation and Start-up. Unless otherwise agreed to in writing by Seller, installation shall be the sole responsibility of Buyer. Where start-up service is required with respect to the goods purchased hereunder, it must be performed by Seller's authorized personnel or agents; otherwise, the Warranty is void. In the event Buyer has engaged Seller to provide an engineer for start-up supervision, such engineer will function in a supervisory capacity only and Seller shall have no responsibility for the quality of workmanship of the installation. In any event, Buyer understands and agrees that it shall furnish, at Buyer's expense, all necessary foundations, supplies, labor and facilities that might be required to install and operate the goods.

15. Specifications. Changes in specifications requested by Buyer are subject to approval in writing by Seller. In the event such changes are approved, the price for the goods and the delivery schedule shall be changed to reflect such changes.

16. Buyer Warranty. Buyer warrants the accuracy of any and all information relating to the details of its operating conditions, including temperatures, pressures, and where applicable, the nature of all hazardous materials. Seller can justifiably rely upon the accuracy of Buyer's information in its performance. Should Buyer's information prove inaccurate, Buyer agrees to reimburse Seller for any losses, liabilities, damages and expenses that Seller may have incurred as a result of any inaccurate information provided by Buyer to Seller, to the extent permitted by law.

17. Minimum Order. Seller reserves the right to refuse to process any order that does not meet quantity requirements that Seller may establish for any given product or group of products.

18. Quality Levels. Prices are based on quality levels commensurate with normal processing. If a different quality level is required, Buyer must specify its requirements, as approved in writing by Seller, and pay any additional costs that may be applicable.



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Johnstown, CO Rev01

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19. Product Recalls. In cases where Buyer purchases for resale, Buyer shall take all reasonable steps (including, without limitation, those measures prescribed by the seller): (a) to ensure that all customers of the Buyer and authorised repairers who own or use affected products are advised of every applicable recall campaign of which the Buyer is notified by the Seller; (b) to ensure that modifications notified to Buyer by Seller by means of service campaigns, recall campaigns, service programmes or otherwise are made with respect to any products sold or serviced by Buyer to its customers or authorized repairers. The reimbursement of Buyer for parts and labor used in making those modifications shall be as set forth in the campaign or program instructions. Without the prior consent of the Seller, the Buyer shall not disclose to any third party the information contained in service campaign, recall campaign or service programme literature. Should Buyer fail to perform any of the actions required under this section, Seller shall have the right to obtain names and address of the Buyer's customers and shall be entitled to get into direct contact with such customers.

19. GOVERNING LAW. THE TERMS OF THIS AGREEMENT AND ALL RIGHTS AND OBLIGATIONS HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF COLORADO (WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAWS) AND VENUE SHALL BE IN WELD COUNTY, STATE OF COLORADO. THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL NOT BE GOVERNED BY THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.

20. Titles. The section titles are for reference only, and shall not limit or restrict the interpretation or construction of this Agreement.

21. Waiver. Seller's failure to insist, in any one or more instances, upon Buyer's performance of this Agreement, or to exercise any rights conferred, shall not constitute a waiver or relinquishment of any such right or right to insist upon Buyer's performance in any other regard. Buyer's failure to insist, in any one or more instances, upon Seller's performance of this Agreement, or to exercise any rights conferred, shall not constitute a waiver or relinquishment of any such right or right to insist upon Seller's performance in any other regard.

22. Severability. The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other.

AGREEMENT TO PURCHASE: BUYER agrees to purchase the equipment and services herein in accordance with the terms and conditions set forth above.

ACCEPTANCE: SELLER hereby accepts BUYER'S offer to purchase.

TOWN OF JOHNSTOWN

BY: Scott James, Mayor

ATTEST:

Diana Seele, Town Clerk

_____, 2018

Xylem Water Solutions USA, Inc.

BY: _____

Susan M.
Button

Digitally signed by Susan M.
Button
DN: cn=Susan-M. Button,
o=Xylem Water Solutions USA
Inc., ou=National Contracts
Manager,
email=susan.button@xylemin
c.com, c=US
Date: 2018.08.20 08:42:25
-04'00'

_____, 20 _____

**OPINION
OF
COST**

Town of Johnstown
Opinion of Cost

WTP - DAF System

8/29/2018

	Description	Qty.	Unit	Unit Price	Item Price
	<i>Johnstown DAF - System</i>				
1	Installation of Saturator	1	L.S.	\$4,500	\$4,500
2	DAF Control Panel	1	L.S.	\$35,000	\$35,000
3	4" Sch 40 SST Piping	75	L.F.	\$225	\$16,875
4	4" Sch 40 Fittings	9	Ea.	\$650	\$5,850
5	4" Flow Meter	2	Ea.	\$4,600	\$9,200
6	4" Valves	7	Ea.	\$2,250	\$15,750
7	6" Sch 40 SST Piping	36	L.F.	\$325	\$11,700
8	6" Sch 40 Fittings	3	Ea.	\$850	\$2,550
9	6" Dezuirk Motorized Valve	1	Ea.	\$5,500	\$5,500
10	Centrigal Pump	2	Ea.	\$8,500	\$17,000
11	Electrical Service	1	L.S.	\$43,374	\$43,374
12	Control Modifications to Existing System	1	L.S.	\$33,460	<u>\$33,460</u>
	Subtotal Construction				\$200,759
	Mobilization	5%			\$10,038
	Bonding	1%			\$2,008
	Profit and Overhead	20%			\$40,152
	Contingency	20%			<u>\$40,152</u>
	Subtotal Construction				\$293,107
	<i>Professional Services Costs</i>				
	CDPHE Design Report			\$0	<i>Lump Sum Fee</i>
	Engineering Phase (Design, Bidding Construction Administration)			\$23,449	<i>Lump Sum Fee</i>
	Project Design Surveying (if required)			\$0	<i>Lump Sum Fee</i>
	Project Permits - By Contractor			\$0	<i>Lump Sum Fee</i>
	Prepare Easement (if required)			\$0	<i>Lump Sum Fee</i>
	Construction Survey (if required)			\$0	<i>Lump Sum Fee</i>
	Resident Project Representative (if required)			\$0	<i>Lump Sum Fee</i>
	Project Closeout			\$500	<i>Lump Sum Fee</i>
	Total Estimated Professional Services Costs			\$23,949	
	Total Project Cost			\$317,056	

NOTES

DATE: 10/01/18

AGENDA ITEM 9A

**RESOLUTION
OPPOSING
PROPOSITION 112
(Resolution No. 2018-14)**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: October 1, 2018

ITEM NUMBER: 9A

SUBJECT: Consider Resolution No. 2018-14, a Resolution Opposing Proposition 112

ACTION PROPOSED: Consider Approval of Resolution No. 2018-14, a Resolution Opposing Proposition 112

PRESENTED BY: Mayor James

AGENDA ITEM DESCRIPTION: Proposition 112 is a ballot measure seeking to impose statewide setback requirements for oil and gas development and usurp local government control.

According to U.S. government data, Colorado is a major energy-producing state, ranked fifth in the nation for natural gas production and seventh in oil production, and is widely recognized as a national leader in developing health, safety and environmental protections. More than 232,000 jobs in Colorado are supported by oil and natural gas development, equivalent to 6.5 percent of total employment in the state, according to a 2017 study by globally renowned accounting firm PricewaterhouseCoopers. According to the same study, oil and natural gas development in Colorado supports more than \$31 billion in economic activity, equivalent to almost 10 percent of the state's economy.

The Town of Johnstown significantly benefits from oil and natural gas development. During the 2017 calendar year, the Town obtained approximately \$220,000 in severance tax revenue related to oil and natural gas development. Approximately 247 citizens of the Town are employed in the oil and natural gas industry and would be at risk of losing their jobs if Proposition 112 were to pass.

Consistent with the positions of the Democratic and Republican candidates running for governor in 2018, the Town Council may publicly state its opposition to Proposition 112 by adopting Resolution No. 2018-14.

LEGAL ADVICE: N/A

FINANCIAL ADVICE: N/A

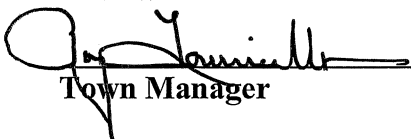
RECOMMENDED ACTION: Approve Resolution No. 2018-14, a Resolution Opposing Proposition 112.

SUGGESTED MOTIONS:

For Approval: I move to approve Resolution No. 2018-14, a Resolution Opposing Proposition 112.

For Denial: I move to deny approval of Resolution No. 2018-14, a Resolution Opposing Proposition 112.

Reviewed:


Town Manager

RESOLUTION

TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2018-14

A RESOLUTION OPPOSING PROPOSITION 112

WHEREAS, Colorado is a major energy-producing state, ranked fifth in the nation for natural gas production and seventh in oil production, according to U.S. government data; and

WHEREAS, Colorado is widely recognized as a national leader in developing health, safety and environmental protections; and

WHEREAS, oil and natural gas development is a critical sector of the Colorado state economy, supporting jobs and supplying locally produced and affordable energy to households and businesses all across the state; and

WHEREAS, every Democratic and Republican candidate running for governor this year opposed Proposition 112; and

WHEREAS, the Democratic nominee for governor, Jared Polis, says Proposition 112 would “all but ban” oil and natural gas development in Colorado, and the Republican nominee for governor, Walker Stapleton, calls the measure an “energy ban” in disguise; and

WHEREAS, a study conducted by the REMI Partnership, a coalition of state business groups, found the setback initiative would eliminate over \$26 billion annually in state GDP, more than \$1 billion in state and local tax revenue per year, and almost 150,000 Colorado jobs by 2030; and

WHEREAS, more than 232,000 jobs in Colorado are supported by oil and natural gas development, equivalent to 6.5 percent of total employment in the state, according to a 2017 study by globally renowned accounting firm PricewaterhouseCoopers; and

WHEREAS, according to the same study, oil and natural gas development in Colorado supports more than \$31 billion in economic activity, equivalent to almost 10 percent of the state’s economy; and

WHEREAS, oil and natural gas development in Colorado generates almost \$1.2 billion in tax revenue, according to a 2015 study by the University of Colorado’s Leeds School of Business; and

WHEREAS, the Town of Johnstown (the “Town”) significantly benefits from oil and natural gas development; and

WHEREAS, during the 2017 calendar year, oil and natural gas development generated approximately \$220,000 in severance tax revenue for the Town, which funds were, or are being, used to support the Town's municipal services; and

WHEREAS, approximately 247 citizens of the Town are employed in the oil and natural gas industry and would be at risk of losing their jobs if Proposition 112 were to pass; and

WHEREAS, the loss of Colorado's energy sector would devastate the state's economy, cripple state and local budgets, and threaten the livelihoods of hundreds of thousands of working families, and

WHEREAS, anti-oil and gas proposals would dramatically increase the cost of doing business in the State of Colorado, creating a hostile business climate that scares away investment from all sectors of our economy; and

WHEREAS, out-of-state environmental activist groups are leading a campaign to ban oil and natural gas development in Colorado, showing a total disregard for the devastating economic impacts they will leave behind if they succeed; and

WHEREAS, Proposition 112 is a one-size-fits-all, blunt instrument that would create a *de facto* ban on oil and gas production even in communities, like the Town of Johnstown, that embrace responsible energy development, showing that the proponents of Proposition 112 do not support local control as they claim.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO, THAT the Town Council opposes Proposition 112, a ballot measure seeking to impose statewide setback requirements for oil and gas development.

PASSED, SIGNED, APPROVED, AND ADOPTED this ___ day of October, 2018.

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
Diana Seele, Town Clerk

By: _____
Scott James, Mayor

NOTES

DATE: 10/01/18

AGENDA ITEM 9B

**LIFE BRIDGE
CHRISTIAN CHURCH
(Old Library Building)
(Use for Senior Purposes)**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: October 1, 2018

ITEM NUMBER: 9B

SUBJECT: Consider LifeBridge Christian Church's Request to Allow the Facility to be used for Senior Purposes

ACTION PROPOSED: Approve the Request

PRESENTED BY: Avi Rocklin, Town Attorney

AGENDA ITEM DESCRIPTION: In 2012, the Town entered into a lease agreement (refer to attachment) with LifeBridge Christian Church for the former library and senior center located at 1011 S. Jay Ave. The agreement provides that the facility may be used for community resource purposes and that any other use is subject to Town approval.

LifeBridge Christian Church has expressed an interest in allowing Community Senior Club to use the premises on Mondays and Tuesdays from 9:00 a.m. to 3:00 p.m. to provide respite for in-home caregivers of senior adults in the community. The seniors would be engaged in activities at the church while the caregivers would enjoy a break. Community Senior Club would be required to obtain liability insurance.

LEGAL ADVICE: The Town Attorney has reviewed the current lease agreement.

FINANCIAL ADVICE: Annual rent for the building is \$7,200, which has remained unchanged since January, 2012, and would not be impacted by the requested use of the premises.

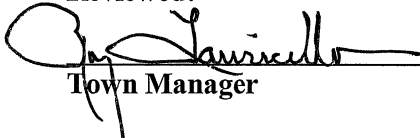
RECOMMENDED ACTION: Consider approval of the request.

SUGGESTED MOTIONS:

For Approval: I move to approve the LifeBridge Christian Church's request to allow Community Senior Club to use the facility on Mondays and Tuesdays from 9:00 a.m. to 3:00 p.m. to provide respite for in-home caregivers of senior adults in the community.

For Denial: I move to deny LifeBridge Christian Church's request.

Reviewed:


Town Manager

LEASE AGREEMENT

NON-RESIDENTIAL REAL PROPERTY LEASE AGREEMENT

(Old Library Building)

THIS LEASE AGREEMENT is made and entered into **January 18, 2012**, by and between **Town of Johnstown, Colorado**, a home rule municipality, whose address is 450 So. Parish, Johnstown, Colorado 80534 (hereinafter referred to as "Landlord"), and **LifeBridge Christian Church**, a Colorado non-profit corporation, whose address is 10345 Ute Highway, Longmont, Colorado 80504 (hereinafter referred to as "Tenant").

ARTICLE I – GRANT OF LEASE

Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by the Tenant, does hereby lease to the Tenant and the Tenant does hereby lease and take from the Landlord the property described as **Lot 16, Block 6, Callahan Heights Addition, Town of Johnstown, County of Weld, State of Colorado** (the "Leased Premises"), together with, as part of the parcel, all improvements located thereon.

ARTICLE II – LEASE TERM

Section 1. Total Term of Lease. The term of this Lease shall begin on January 18, 2012, and shall terminate on December 31, 2012.

ARTICLE III – EXTENSIONS

The parties hereto may elect to extend this Agreement upon such terms and conditions as may be agreed upon in writing and signed by the parties at the time of any such extension.

ARTICLE IV – DETERMINATION OF RENT

The Tenant agrees to pay the Landlord and the Landlord agrees to accept, during the term hereof, at such place as the Landlord shall from time to time direct by notice to the Tenant, rent at the following rates and times:

Section 1. Annual Rent. Annual rent for the term of the Lease shall be Seven Thousand Two Hundred Dollars (\$7,200.00).

Section 2. Payment of Yearly Rent. The annual rent shall be payable in advance in equal monthly installments of one-twelfth (1/12) of the total yearly rent, which shall be Six Hundred Dollars (\$600.00), on the first day of each and every calendar month during the term hereof, and

pro rata for the fractional portion of any month, except that on the first day of the calendar month immediately following the Commencement Date, the Tenant shall also pay to the Landlord rent at the said rate for any portion of the preceding calendar month included in the term of this Lease.

A late fee in the amount of One Hundred Dollars (\$100.00) shall be assessed if payment is not postmarked or received by Landlord on or before the tenth day of each month.

ARTICLE V – SECURITY DEPOSIT

The Tenant has deposited with the Landlord the sum of One Thousand Two Hundred Dollars (\$1,200.00) as security for the full and faithful performance by the Tenant of all the terms of this Lease required to be performed by the Tenant. Such sum shall be returned to the Tenant after the expiration of this Lease, provided the Tenant has fully and faithfully carried out all of its terms. In the event of a bona fide sale of the property of which the leased premises are a part, the Landlord shall have the right to transfer the security to the purchaser to be held under the terms of this Lease, and the Landlord shall be released from all liability for the return of such security to the Tenant. In the event the building is sold, Tenant shall have the right to terminate this Lease Agreement without any liability for payment of rents beyond the month in which Tenant vacates the Leased Premises. Landlord shall also have the right to terminate this Lease Agreement in the event of sale of the premises.

ARTICLE VI – TAXES

Section 1. Personal Property Taxes. The Parties assume that Tenant is exempt from taxes, but in the event that Tenant is not exempt, or loses their tax exempt status, the Tenant shall be liable for all taxes levied against any leasehold interest of the Tenant or personal property and trade fixtures owned or placed by the Tenant in the Leased Premises.

Section 2. Real Estate Taxes. The Parties assume that they are both exempt from payment of any taxes, but if, at any time, taxes are levied against the property during the term of this Lease, Landlord shall deliver to Tenant a copy of any real estate taxes and assessments against the Leased Property. From and after the Commencement Date, the Tenant shall pay to Landlord not later than twenty-one (21) days after the day on which the same may become initially due, all real estate taxes and assessments applicable to the Leased Premises, together with any interest and penalties lawfully imposed thereon as a result of Tenant's late payment thereof, which shall be levied upon the Leased Premises during the term of this Lease.

Section 3. Contest of Taxes. The Tenant, at its own cost and expense, may, if it shall in good faith so desire, contest by appropriate proceedings the levy or the amount of any personal or real property tax. The Tenant may, if it shall so desire, endeavor at any time or times, by appropriate proceedings, to obtain a reduction in the assessed valuation of the Leased Premises

for tax purposes. In any such event, if the Landlord agrees, at the request of the Tenant, to join with the Tenant, at Tenant's expense in said proceedings, and the Landlord agrees to sign and deliver such papers and instruments as may be necessary to prosecute such proceedings, the Tenant shall have the right to contest the amount of any such tax and the Tenant shall have the right to withhold payment of any such tax, if the law under which the Tenant is contesting such tax so permits.

Section 4. Payment of Ordinary Assessments. There are currently no assessments applicable to the Leased Premises, but in the event that any assessments are levied against the Leased Premises, the Tenant shall pay all assessments, ordinary and extraordinary, attributable to or against the Leased Premises not later than twenty-one (21) days after the day on which the same became initially due. The Tenant may take the benefit of any law allowing assessments to be paid in installments and in such event the Tenant shall only be liable for such installments of assessments due during the term hereof.

Section 5. Changes in Method of Taxation. Landlord and Tenant further agree that if at any time during the term of this Lease, the present method of taxation or assessment of real estate shall be changed so that the whole or any part of the real estate taxes, assessment or governmental impositions now levied, assessed, or imposed on the Leased Premises shall, in lieu thereof, be assessed, levied, or imposed wholly or in part, as a capital levy or otherwise upon the rents reserved herein or any part thereof, or as a tax, corporation franchise tax, assessment, levy or charge, or any part thereof, measured by or based, in whole or in part, upon the Leased Premises or on the rents derived therefrom and imposed upon the Landlord, then the Tenant shall pay all such taxes, assessments, levies, impositions, or charges.

ARTICLE VII – CONSTRUCTION AND COMPLETION

Section 1. Improvements by Tenant. Tenant may have prepared plans and specifications for the construction of improvements, and, if so, such plans and specifications are attached hereto as Exhibit "A," and incorporated herein by reference. Tenant shall obtain all certificates, permits, licenses, and other authorizations of governmental bodies or authorities which are necessary to permit the construction of the improvements on the demised premises and shall keep the same in full force and effect at Tenant's cost.

Tenant shall negotiate, let and supervise all contracts for the furnishing of services, labor, and materials for the construction of the improvements on the demised premises at its cost. All such contracts shall require the contracting party to guarantee performance and all workmanship and materials installed by it for a period of one (1) year following the date of completion of construction. Tenant shall cause all contracts to be fully and completely performed in a good and workmanlike manner, all to the effect that the improvements shall be fully and completely constructed and installed in accordance with good engineering and construction practice.

During the course of construction, Tenant shall, at its cost, keep in full force and effect a policy of builder's risk and liability insurance in a sum equal, from time to time, to three times the amount expended for construction of the improvements. All risk of loss or damage to the improvements during the course of construction shall be on Tenant with the proceeds from insurance thereon payable to Landlord, who shall, in turn, apply such proceeds to payment of such loss or damage.

Upon completion of construction, Tenant shall, at its cost, obtain an occupancy permit and all other permits or licenses necessary for the occupancy of the improvements and the operation of the same as set out herein and shall keep the same in force.

Nothing herein shall alter the intent of the parties that Tenant shall be fully and completely responsible for all aspects pertaining to the construction of the improvements of the demised premises and for the payment of all costs associated therewith. Landlord shall be under no duty to investigate or verify Tenant's compliance with the provision herein. Moreover, neither Tenant nor any third party may construe the permission granted Tenant hereunder to create any responsibility on the part of the Landlord to pay for any improvements, alterations, or repairs occasioned by the Tenant. The Tenant shall keep the property free and clear of all liens and, should the Tenant fail to do so, or to have any liens removed from the property within fourteen (14) days of notification to do so by the Landlord, in addition to all other remedies available to the Landlord, the Tenant shall indemnify and hold the Landlord harmless for all costs and expenses, including attorney's fees, occasioned by the Landlord in having said lien removed from the property; and, such costs and expenses shall be billed to the Tenant monthly and shall be payable by the Tenant with that month's regular monthly rental as additional reimburseable expenses to the Landlord by the Tenant.

Section 2. Utilities. Tenant shall pay for all water, sanitation, sewer, electricity, light, heat, gas, power, fuel, janitorial, and other services incident to Tenant's use of the Leased Premises, whether or not the cost thereof be a charge or imposition against the Leased Premises.

ARTICLE VIII – OBLIGATIONS FOR REPAIRS

Section 1. Landlord's Repairs. Subject to any provisions herein to the contrary, and except for maintenance or replacement necessitated as the result of the act or omission of sublessees, licensees, or contractors, the Landlord shall be required to repair only defects, deficiencies, deviations, or failures of materials or workmanship in the building. The Landlord shall keep the Leased Premises free of such defects, deficiencies, deviations or failures during the first twelve (12) months of the term hereof. "Building" shall include all permanent fixtures on the premises including, but not limited to, roof, brick, sidewalk, foundation, electrical system, water system, and furnace.

Section 2. Tenant's Repairs. The Tenant shall repair and maintain the Leased Premises in good order and condition, except for reasonable wear and tear, the repairs required of

Landlord pursuant hereto, and maintenance or replacement necessitated as the result of the act or omission or negligence of the Landlord, its employees, agents, or contractors.

Section 3. Requirements of the Law. The Tenant agrees that if any federal, state, or municipal government or any department or division thereof shall condemn the Leased Premises or any part thereof as not in conformity with the laws and regulations relating to the construction thereof as of the Commencement Date with respect to conditions latent or otherwise which existed on the Commencement Date or with respect to items which are the Landlord's duty to repair pursuant to Section 1 and 3 of this Article; and such federal, state, or municipal government or any other department or division thereof, has ordered or required, or shall hereafter order or require, any alterations or repairs thereof or installations and repairs as may be necessary to comply with such laws, orders, or requirements (the validity of which the Tenant shall be entitled to contest); and if by reason of such laws, orders or the work done by the Landlord in connection therewith, the Tenant is deprived of the use of the Leased Premises, the rent shall be abated or adjusted, as the case may be, in proportion to that time during which, and to that portion of the Leased Premises of which, the Tenant shall be deprived as a result thereof, and the Landlord shall be obligated to make such repairs, alterations or modifications at Landlord's expense. If repairs prohibit Tenant from conducting the use of the premises for the uses contemplated under Article XI for more than sixty (60) days, Tenant shall have the right to terminate this Lease Agreement.

All such rebuilding, altering, installing, and repairing shall be done in accordance with plans and specifications approved by the Tenant, which approval shall not be unreasonably withheld. If, however, such condemnation, law, order, or requirement, as in this Article set forth, shall be with respect to an item which shall be the Tenant's obligation to repair pursuant to Section 2 of this Article VIII or with respect to Tenant's own costs and expenses, no abatement or adjustment of rent shall be granted; provided, however, that Tenant shall also be entitled to contest the validity thereof.

Section 4. Tenant's Alterations. The Tenant shall have the right, at its sole expense, from time to time, to redecorate the Leased Premises and to make such non-structural alterations and changes in such parts thereof as the Tenant shall deem expedient or necessary for its purposes; provided, however, that such alterations and changes shall neither impair the structural soundness nor diminish the value of the Leased Premises. The Tenant may make structural alterations and additions to the Leased Premises provided that Tenant has first obtained the consent thereto of the Landlord in writing. The Landlord agrees that it shall not withhold such consent unreasonably. The Landlord shall execute and deliver upon the request of the Tenant such instrument or instruments embodying the approval of the Landlord which may be required by the public or quasi public authority for the purpose of obtaining any licenses or permits for the making of such alterations, changes and/or installations in, to, or upon the Leased Premises, and the Tenant agrees to pay for such licenses or permits.

Section 5. Permits and Expenses. Each party agrees that it will procure all necessary permits for making any repairs, alterations, or other improvements for installations, when

applicable. Each Party hereto shall give written notice to the other party of any repairs required of the other pursuant to the provisions of this Article, and the party responsible for said repairs agrees promptly to commence such repairs and to prosecute the same to completion diligently, subject, however, to the delays occasioned by events beyond the control of such party.

Each party agrees to pay promptly when due the entire cost of any work done by it upon the Leased Premises so that the Leased Premises at all times shall be free of liens for labor and materials. Each party further agrees to hold harmless and indemnify the other party from and against any and all injury, loss, claims, or damage to any person or property occasioned by or arising out of the doing of any such work by such party or its employees, agents, or contractors. Each party further agrees that in doing such work that it will employ materials of good quality and comply with all governmental requirements, and perform such work in a good and workmanlike manner.

ARTICLE IX – TENANT’S COVENANTS

Section 1. Tenant’s Covenants. Tenant covenants and agrees as follows:

A. To procure any licenses and permits required for any use made of the Leased Premises by Tenant, and upon the expiration or termination of this Lease, to remove its goods and effects and those of all persons claiming under it, and to yield up peaceably to Landlord the Leased Premises in good order, repair, and condition in all respects; excepting only damage by fire and casualty covered by Tenant’s insurance coverage, structural repairs (unless Tenant is obligated to make such repairs hereunder) and reasonable wear and tear.

B. To permit Landlord and its agents to examine the Leased Premises at reasonable times and to show the Leased Premises to prospective purchasers of the building and to provide Landlord, if not already available, with a set of keys for the purpose of said examination, provided that Landlord shall not thereby unreasonably interfere with the conduct of Tenant’s business.

C. To permit Landlord to enter the Leased Premises to inspect such repairs, improvements, alterations, or additions thereto as may be required under the provisions of this Lease. If, as a result of such repairs, improvements, alterations, or additions, Tenant is deprived of the use of the Leased Premises, the rent shall be abated or adjusted, as the case may be, in proportion to that time during which and to that portion of the Leased Premises of which Tenant shall be deprived as a result thereof. If such repairs or alterations are not being made at the instance or fault of Tenant and such repairs, etc., substantially interfere with Tenant’s use of the Leased Premises as contemplated under Article XI for a period exceeding sixty (60) days, then in that event, Tenant shall have a right to terminate this Lease Agreement.

ARTICLE X – INDEMNITY BY TENANT

Section 1. Indemnity and Public Liability. The Tenant shall save Landlord harmless and indemnify Landlord from all injury, loss, claims, or damage to any person or property while on the Leased Premises, unless caused by the willful acts or omissions or gross negligence of Landlord, its employees, agents, licensees, or contractors. Tenant shall maintain, with respect to the Leased Premises, public liability insurance with limits of not less than one million dollars for injury or death from one accident and \$250,000.00 property damage insurance, insuring Landlord and Tenant against injury to persons or damage to property on or about the Leased Premises. A copy of the policy or a certificate of insurance shall be delivered to Landlord on or before the commencement date and no such policy shall be cancellable without ten (10) days prior written notice to Landlord.

ARTICLE XI – USE OF PROPERTY BY TENANT

Section 1. Use. The Leased Premises may be occupied and used by Tenant exclusively for community resource purposes, youth group activities, and church offices. Community Resource purposes shall include services such as marriage enrichment services and classes, financial classes, support groups, and community meals (including the right to store food pantry items to service Tenant's clients), but shall not include a walk-in food bank or community kitchen/feeding on premises or any similar use.

Nothing herein shall give Tenant the right to use the property for any other purpose or to sublease, assign, or license the use of the property to any sublessee, assignee, or licensee, which or who shall use the property for any other use without Landlord's prior written consent, which shall not be unreasonably withheld.

ARTICLE XII – SIGNAGE

Section 1. Exterior Signs. Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect and thereafter, to repair or replace, if it shall so elect, signs on any portion of the Leased Premises, providing that Tenant shall remove any such signs upon termination of this Lease, and repair all damage occasioned thereby to the Leased Premises.

Section 2. Interior Signs. Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect, maintain, place, and install its usual and customary signs and fixtures in the interior of the Leased Premises.

ARTICLE XIII – DAMAGE TO DEMISED PREMISES

Section 1. Abatement or Adjustment of Rent. If the whole or any part of the Leased Premises shall be damaged or destroyed by fire or other casualty after the execution of this Lease and before the termination hereof, then in every case the rent reserved in Article IV herein and other charges, if any, shall be abated or adjusted, as the case may be, in proportion to that portion of the Leased Premises of which Tenant shall be deprived on account of such damage or destruction and the work of repair, restoration, rebuilding, or replacement, or any combination thereof, of the improvements so damaged or destroyed, shall in no way be construed by any person to effect any reduction of sums or proceeds payable under any rent insurance policy.

Section 2. Repairs and Restoration. Landlord agrees that in the event of the damage or destruction of the Leased Premises, Landlord forthwith shall proceed to repair, restore, replace, or rebuild the Leased Premises (excluding Tenant's leasehold improvements), to substantially the condition in which the same were immediately prior to such damage or destruction. The Landlord thereafter shall diligently prosecute said work to completion without delay or interruption except for events beyond the reasonable control of Landlord. If damage or destruction shall amount to twenty-five percent (25%) or more of the replacement cost (exclusive of the land and foundations), this Lease, except as hereinafter provided in Section 3 of Article XV, may be terminated at the election of either Landlord or Tenant, provided that notice of such election shall be sent by the party so electing to the other within thirty (30) days after the occurrence of such damage or destruction. Upon termination, as aforesaid, by either party hereto, this Lease and the term thereof shall cease and come to an end, any unearned rent or other charges paid in advance by Tenant shall be refunded to Tenant, and the parties shall be released hereunder, each to the other, from all liability and obligations hereunder thereafter arising.

ARTICLE XIV – CONDEMNATION

Section 1. Total Taking. If, after the execution of this Lease and prior to the expiration of the term hereof, the whole of the Leased Premises shall be taken under power of eminent domain by any public or private authority, or conveyed by Landlord to said authority in lieu of such taking, then this Lease and the term hereof shall cease and terminate as of the date when possession of the Leased Premises shall be taken by the taking authority and any unearned rent or other charges, if any, paid in advance, including any Security Deposit that may be due to Tenant under the provisions of Article V, shall be refunded to Tenant.

Section 2. Partial Taking. If, after the execution of this Lease and prior to the expiration of the term hereof, any public or private authority shall, under the power of eminent domain, take, or Landlord shall convey to said authority in lieu of such taking, property which results in a reduction by twenty-five percent (25%) or more of the area in the Leased Premises, or a portion of the Leased Premises that substantially interrupts or substantially obstructs the conducting business on the Leased Premises; then Tenant may, at its election, terminate this Lease by giving Landlord notice of the exercise of Tenant's election within thirty (30) days after Tenant shall

receive notice of such taking. In the event of termination by Tenant under the provisions of Section 1 of Article XV, this Lease and the term hereof shall cease and terminate as of the date when possession shall be taken by the appropriate authority of that portion of the entire property that results in one of the above takings, and any unearned rent or other charges, if any, paid in advance by Tenant shall be refunded to Tenant.

Section 3. Restoration. In the event of a taking in respect of which Tenant shall not have the right to elect to terminate this Lease or, having such right, shall not elect to terminate this Lease, this Lease and the term thereof shall continue in full force and effect and Landlord, at Landlord's sole cost and expense, forthwith shall restore the remaining portions of the Leased Premises, if feasible, including any and all improvements made theretofore to an architectural whole in substantially the same condition that the same were in prior to such taking. A just proportion of the rent reserved herein and any other charges payable by Tenant hereunder, according to the nature and extent of the injury to the Leased Premises and to Tenant's business, shall be suspended or abated until the completion of such restoration and thereafter the rent and any other charges shall be reduced in proportion to the square footage of the Leased Premises remaining after such taking.

Section 4. The Award. All compensation awarded for any taking, whether for the whole or portion of the Leased Premises, shall be the sole property of the Landlord whether such compensation shall be awarded for diminution in the value of, or loss of, the leasehold or for diminution in the value of, or loss of, the fee in the Leased Premises, or otherwise. The Tenant hereby assigns to Landlord all of Tenant's right and title to and interest in any and all such compensation. However, the Landlord shall not be entitled to and Tenant shall have the sole right to make its independent claim for and retain any portion of any award made by the appropriating authority directly to Tenant for loss of business, or damage to or depreciation of, and cost of removal of fixtures, personalty and improvements installed in the Leased Premises by, or at the expense of Tenant, and to any other award made by the appropriating authority directly to Tenant.

Section 5. Release. In the event of any termination of this Lease as the result of the provisions of this Article XIV, the parties, effective as of such termination, shall be released, each to the other, from all liability and obligations thereafter arising under this Lease.

ARTICLE XV – DEFAULT

Section 1. Landlord's Remedies. In the event that:

A. Tenant shall on three or more occasions be in default in the payment of rent or other charges herein required to be paid by Tenant [default herein being defined as payment received by Landlord ten (10) or more days subsequent to the due date], regardless of whether or not such default has occurred on consecutive or non-consecutive months; or

B. Tenant has caused a lien to be filed against the Landlord's property and said lien is not removed within thirty (30) days of recordation thereof; or

C. Tenant shall default in the observance or performance of any of the covenants and agreements required to be performed and observed by Tenant hereunder for a period of thirty (30) days after notice to Tenant in writing of such default [or if such default shall reasonably take more than thirty (30) days to cure, Tenant shall not have commenced the same within the thirty (30) days and diligently prosecuted the same to completion]; or

D. Sixty (60) days have elapsed after the commencement of any proceedings by or against Tenant, whether by the filing of a petition or otherwise, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or future Federal Bankruptcy Act or any other present or future applicable federal, state, or other statute or law, whereby such proceeding shall not have been dismissed (provided, however, that the non-dismissal of any such proceeding shall not be a default hereunder so long as all of Tenant's covenants and obligations hereunder are being performed by or on behalf of Tenant); then Landlord shall be entitled to its election (unless Tenant shall cure such default prior to such election), to exercise concurrently or successively, any one or more of the following rights:

(1) Terminate this Lease by giving Tenant notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination, with the same force and effect as though the date so specified were the date herein originally fixed as the termination date of the term of this Lease, and all rights of Tenant under this Lease and in and to the Premises shall expire and terminate, and Tenant shall remain liable for all obligations under this Lease arising up to the date of such termination, and Tenant shall surrender the Premises to Landlord on the date specified in such notice; or

(2) Terminate this Lease as provided herein and recover from Tenant all damages Landlord may incur by reason of Tenant's default including, without limitation, a sum which, at the date of such termination, represents the then value of the excess, if any, of (a) the Minimum Rent, Percentage Rent, Taxes and all other sums which would have been payable hereunder by Tenant for the period commencing with the day following the date of such termination and ending with the date herein before set for the expiration of the full term hereby granted, over (b) the aggregate reasonable rental value of the Premises for the same period, all of which excess sum shall be deemed immediately due and payable; or

(3) Without terminating this Lease, declare immediately due and payable all Minimum Rent, Taxes, and other rents and amounts due and coming due under this Lease for the entire remaining term hereof, together with all other amounts previously due, at once; provided, however, that such payment shall not be deemed a penalty or liquidated damages but shall merely constitute payment in advance of rent for the remainder of said

term. Upon making such payment, Tenant shall be entitled to receive from Landlord all rents received by Landlord from other assignees, tenants, and subtenants on account of said Premises during the term of this Lease, provided that the monies to which tenant shall so become entitled shall in no event exceed the entire amount actually paid by Tenant to Landlord pursuant to the preceding sentence less all costs, expenses, and attorney's fees of Landlord incurred in connection with the reletting of the Premises; or

(4) Without terminating this Lease and with or without notice to Tenant, Landlord may, in its own name but as agent for Tenant, enter into and upon and take possession of the Premises or any part thereof, and at Landlord's option, remove persons and property therefrom, and such property, if any, may be removed and stored in a warehouse or elsewhere at the cost of, and for the account of Tenant, all without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby, and Landlord may rent the Premises or any portion thereof as the agent of Tenant with or without advertisement, and by private negotiations and for any term upon such terms and conditions as Landlord may deem necessary or desirable in order to relet the Premises. Landlord shall in no way be responsible or liable for any rental concessions or any failure to rent the Premises or any part thereof, or for any failure to collect any rent due upon such reletting. Upon such reletting, all rentals received by Landlord from such reletting shall be applied: first, to the payment of any indebtedness (other than any rent due hereunder) from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including, without limitation, brokerage fees and attorney's fees and costs of alterations and repairs; third, to the payment of rent and other charges then due and unpaid hereunder; and the residue, if any shall be held by Landlord to the extent of and for application in payment of future rent as the same may become due and payable hereunder. In reletting the Premises as aforesaid, Landlord may grant rent concessions, and Tenant shall not be credited therefor. If such rentals received from such reletting shall at any time or from time to time be less than sufficient to pay to Landlord the entire sums then due from Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall, at Landlord's option, be calculated and paid monthly. No such reletting shall be construed as an election by Landlord to terminate this Lease unless a written notice of such election has been given to Tenant by Landlord. Notwithstanding any such election by Landlord to terminate this Lease unless a written notice of such election has been given to Tenant by Landlord. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for any such previous default provided same has not been cured; or

(5) Without liability to Tenant or any other party and without constituting a constructive or actual eviction, suspend, or discontinue furnishing or rendering to Tenant any property, material, labor, utilities, or other service, whether Landlord is obligated to furnish or render the same, so long as Tenant is in default under this Lease; or

(6) Allow the Premises to remain unoccupied and collect rent from Tenant as it comes due; or

(7) Foreclose the security interest described herein, including the immediate taking of possession of all property on or in the Premises; or

(8) Pursue such other remedies as are available at law or equity.

E. Landlord's pursuant of any remedy or remedies including, without limitation, any one or more of the remedies stated herein shall not (1) constitute an election of remedies or preclude pursuit of any other remedy or remedies provided in this Lease or any other remedy or remedies provided by law or in equity, separately or concurrently or in any combination, or (2) sever as the basis for any claim of constructive eviction, or allow Tenant to withhold any payments under this Lease.

Section 2. Landlord's Self Help. If in the performance or observance of any agreement or condition in this Lease contained on its part to be performed or observed and shall not cure such default within thirty (30) days after notice from Landlord specifying the default [or if such default shall reasonably take more than thirty (30) days to cure, shall diligently prosecuted the same to completion], Landlord may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of Tenant, and any amount paid or contractual liability incurred by Landlord in so doing shall be deemed paid or incurred for the account of Tenant, and Tenant agrees to reimburse Landlord therefor and save Landlord harmless therefrom. Provided, however, that Landlord may cure any such default as aforesaid prior to the expiration of said waiting period, without notice to Tenant if any emergency situation exists, or after notice to Tenant, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Leased Premises or Landlord's interest therein, or to prevent injury or damage to persons or property. If Tenant shall fail to reimburse Landlord upon demand for any amount paid for the account of Tenant hereunder, said amount shall be added to and become due as part of the next payment of rent due and shall, for all purposes, be deemed and treated as rent hereunder.

Section 3. Tenant's Self Help. If Landlord shall default in the performance of observance of any agreement or condition in this Lease contained on its part to be performed or observed, and if Landlord shall not cure such default within thirty (30) days after notice from Tenant specifying the default [or, if such default shall reasonably take more than thirty (30) days to cure, and Landlord shall not have commenced the same within the thirty (30) days and diligently prosecuted the same to completion], Tenant may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of Landlord and any amount paid or any contractual liability incurred by Tenant in so doing shall be deemed paid or incurred for the account of Landlord, and Landlord shall reimburse Tenant therefor and save Tenant harmless therefrom. Provided, however, that Tenant may cure any such default as aforesaid prior to the expiration of said waiting period, without notice to Landlord if an emergency situation exists, or after notice to Landlord, if the curing of

such default prior to the expiration of said waiting period is reasonably necessary to protect the Leased Premises or Tenant's interest therein or to prevent injury or damage to persons or property. If Landlord shall fail to reimburse Tenant upon demand for any amount paid or liability incurred for the account of Landlord hereunder, said amount or liability may be deducted by Tenant from the next of any succeeding payments of rent due hereunder; provided, however, that should said amount or the liability therefor be disputed by Landlord, Landlord may contest its liability or the amount thereof through mediation or through a declaratory judgment action, and Landlord shall bear the cost of the filing fees therefor.

ARTICLE XVI – TITLE

Section 1. Subordination. Tenant shall, upon the request of Landlord, in writing, subordinate this Lease to the lien of any present or future institutional mortgage upon the Leased Premises irrespective of the time of execution or the time of recording of any such mortgage. Provided, however, that as a condition to such subordination, the holder of any such mortgage shall enter first into a written agreement with Tenant in form suitable for recording to the effect that:

A. In the event of foreclosure or other action taken under the mortgage by the holder thereof, this Lease and the rights of Tenant hereunder shall not be disturbed but shall continue in full force and effect so long as Tenant shall not be in default hereunder, and

B. Such holder shall permit insurance proceeds and condemnation proceeds to be used for any restoration and repair required by the provisions of Articles XIII, XIII, or XIV, respectively. Tenant agrees that if the mortgagee or any person claiming under the mortgagee shall succeed to the interest of Landlord in this Lease, Tenant will recognize said mortgagee or person as its Landlord under the terms of this Lease, provided that said mortgagee or person for the period during which said mortgagee or person respectively shall be in possession of the Leased Premises and thereafter their respective successors in interest shall assume all of the obligations of Landlord hereunder. The word "mortgage," as used herein includes mortgages, deeds of trust or other similar instruments, and modifications, and extensions thereof. The term "institutional mortgage" as used in this Article XVII means a mortgage securing a loan from a bank (commercial or savings) or trust company, insurance company or pension trust or any other lender institutional in nature and constituting a lien upon the Leased Premises.

Section 2. Quiet Enjoyment. Landlord covenants and agrees that upon Tenant paying the rent and observing and performing all of the terms, covenants, and conditions on Tenant's part to be observed and performed hereunder, that Tenant may peaceably and quietly have, hold, occupy, and enjoy the Leased Premises in accordance with the terms of this Lease without hindrance or molestation from Landlord or any persons lawfully claiming through Landlord.

Section 3. Zoning and Good Title. Landlord warrants and represents, upon which warranty and representation Tenant has relied in the execution of this Lease, that Landlord is the

owner of the Leased Premises, in fee simple absolute, free and clear of all encumbrances, except for the easements, covenants, and restrictions of record as of the date of this Lease. Such exceptions shall not impede or interfere with the quiet use and enjoyment of the Leased Premises by Tenant. Landlord further warrants and covenants that this Lease is and shall be a first lien on the Leased Premises, subject only to any mortgage to which this Lease is subordinate or may become subordinate pursuant to an agreement executed by Tenant, and to such encumbrances as shall be caused by the acts or omissions of Tenant; that Landlord has full right and lawful authority to execute this Lease for the term, in the manner, and upon the conditions and provisions herein contained; that there is no legal impediment to the use of the Leased Premises as set out herein; that the Leased Premises are not subject to any easements, restrictions, zoning ordinances, or similar governmental regulations which prevent their use as set out herein; that the Leased Premises are not subject to any easements, restrictions, zoning ordinances, or similar governmental regulations which prevent their use as set out herein; that the Leased Premises presently are zoned for the use contemplated herein and throughout the term of this Lease may continue to be so used therefor by virtue of said zoning, under the doctrine of "non-conforming use," or valid and binding decision of appropriate authority, except, however, that said representation and warranty by Landlord shall not be applicable in the event that Tenant's act or omission shall invalidate the application of said zoning, the doctrine of "non-conforming use" or the valid and binding decision of the appropriate authority.

ARTICLE XVII – EXTENSIONS/WAIVERS/DISPUTES

Section 1. Extension Period. Any extension hereof shall be subject to the provisions of Article III hereof.

Section 2. Holding Over. In the event that Tenant or anyone claiming under Tenant shall continue occupancy of the Leased Premises after the expiration of the term of this Lease or any renewal or extension thereof without any agreement in writing between Landlord and Tenant with respect thereto, such occupancy shall not be deemed to extend or renew the term of the Lease, but such occupancy shall continue as a tenancy at will, from month to month, upon the covenants, provisions, and conditions herein contained. The rental shall be the rental in effect during the term of this Lease as extended or renewed, prorated and payable for the period of such occupancy.

Section 3. Waivers. Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, or any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion. Any and all rights and remedies which either party may have under this Lease or by operation of law, either

at law or in equity, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other, and no one of them, whether exercised by said party or not, shall be deemed to be an exclusion of any other; and any two or more or all of such rights and remedies may be exercised at the same time.

Section 4. Disputes. It is agreed that if at any time a dispute shall arise as to any amount or sum of money to be paid by one party to the other under the provisions hereof, the party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of the said party to institute suit for the recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said party to pay such sum or any part thereof, said party shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this Lease. If at any time a dispute shall arise between the parties hereto as to any work to be performed by either of them under the provision hereof, the party against whom the obligation to perform the work is asserted may perform such work and pay the costs thereof "under protest" and the performance of such work shall in no event be regarded as a voluntary performance and shall survive the right on the part of the said party to institute suit for the recovery of the costs of such work. If it shall be adjudged that there was no legal obligation on the part of the said party to perform the same or any part thereof, said party shall be entitled to recover the costs of such work or the cost of so much thereof as said party was not legally required to perform under the provisions of this Lease and the amount so paid by Tenant may be withheld or deducted by Tenant from any rents herein reserved.

Section 5. Tenant's Right to Cure Landlord's Default. In the event that Landlord shall fail, refuse, or neglect to pay any mortgages, liens, or encumbrances, the judicial sale of which might affect the interest of Tenant hereunder, or shall fail, refuse or neglect to pay any interest due or payable on any such mortgage, lien, or encumbrance, Tenant may pay said mortgages, liens, or encumbrances, or interest or perform said conditions and charge to Landlord the amount so paid and withhold and deduct from any rents herein reserved such amounts so paid, and any excess over and above the amounts of said rents shall be paid by Landlord to Tenant.

Section 6. Notices. All notices and other communications authorized or required hereunder shall be in writing and shall be given by mailing the same by certified mail, return receipt requested, postage prepaid, and any such notice or other communication shall be deemed to have been given the sooner of when received by the party to whom such notice or other communication shall be addressed or three (3) days after such mailing. If intended for Landlord, the same will be mailed to the address herein above set forth or such other address as Landlord may hereafter designate by notice to Tenant, and if intended for Tenant, the same shall be mailed to Tenant at the address herein above set forth, or such other address or addresses as Tenant may hereafter designate by notice to Landlord.

ARTICLE XVIII – PROPERTY DAMAGE

Section 1. Loss and Damage. Notwithstanding any contrary provisions of this Lease, Landlord shall not be responsible for any loss of or damage to property of Tenant or of others located on the Leased Premises, except where caused by the willful act or omission or negligence of Landlord, or Landlord's agents, employees, or contractors, provided, however, that if Tenant shall notify Landlord in writing of repairs which are the responsibility of Landlord under Article VIII hereof, and Landlord shall fail to commence and diligently prosecute to completion said repairs promptly after such notice, and if after the giving of such notice, and if after the giving of such notice and the occurrence of such failure, loss of or damage to Tenant's property shall result from the condition as to which Landlord has been notified, Landlord shall indemnify and hold harmless Tenant from any loss, cost or expense arising therefrom.

Section 2. Force Majeure. In the event that Landlord or Tenant shall be delayed or hindered in or prevented from the performance of any act other than Tenant's obligation to make payments of rent, additional rent, and other charges required hereunder, by reason of strikes, lockouts, unavailability of materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act, or default of the other party, war or other reason beyond its control, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, lack of funds shall not be deemed to be a cause beyond control of either party.

ARTICLE XIX – MISCELLANEOUS

Section 1. Assignment and Subletting. Under the terms and conditions hereunder, Tenant shall not have the right to transfer or assign this lease or to sublet all or any portion of the Leased Premises without Landlord's prior written consent, which shall not be unreasonably withheld.

Section 2. Fixtures. All personal property, furnishings and equipment presently and all other trade fixtures installed in or hereafter by or at the expense of Tenant and all additions and/or improvements, exclusive of structural, mechanical, electrical, and plumbing, affixed to the Leased Premises and used in the operation of the Tenant's business made to, in or on the Leased Premises by and at the expense of Tenant and susceptible of being removed from the Leased Premises without damage, unless such damage be repaired by Tenant, shall remain the property of Tenant and Tenant may, but shall not be obligated to, remove the same or any part thereof at any time or times during the term hereof, provided that Tenant, at its sole cost and expense, shall make any repairs occasioned by such removal.

Section 3. Estoppel Certificates. At any time and from time to time, Landlord and Tenant each agree, upon request in writing from the other, to execute, acknowledge, and deliver to the other or to any person designated by the other a statement in writing certifying that the

Lease is unmodified and is in full force and effect, or if there have been modifications, that the same is in full force and effect as modified (stating the modifications), that the other party is not in default in the performance of its covenants hereunder, or if there have been such defaults, specifying the same, and the dates to which the rent and other charges have been paid.

Section 4. Invalidity of Particular Provision. If any term of provision of this Lease or the application hereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 5. Captions and Definitions of Parties. The captions of the Sections of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease. The word "Landlord" and the pronouns referring thereto shall mean, where the context admits or requires, the persons, firm, or corporation named herein as Landlord or the mortgagee in possession at any time of the land and building comprising the Leased Premises. If there is more than one Landlord, the covenants of Landlord shall be the joint and several obligations of each of them, and if Landlord is a partnership, the covenants of Landlord shall be the joint and several obligations of each of the partners and the obligations of the firm. Any pronoun shall be read in the singular or plural and in such gender as the context may require. Except as in this Lease otherwise provided, the terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of a joint venture between the parties hereto, it being understood and agreed that neither any provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

Section 6. Entire Agreement. This instrument contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force and effect. This Lease shall not be modified in any way except by a writing executed by both parties.

Section 7. Governing Law. All matters pertaining to this Agreement (including its interpretation, application, validity, performance and breach) in whatever jurisdiction action may be brought, shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado. The parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Weld County, State of Colorado. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition

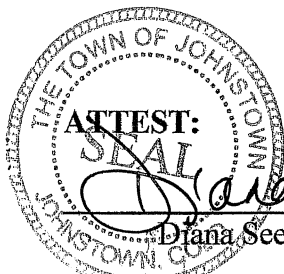
to any other relief which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action actually accrued regardless of whether damages were otherwise as of said time calculable.

Section 8. Extraordinary Remedies. To the extent cognizable at law, the parties hereto, in the event of breach and in addition to any and all other remedies available thereto, may obtain injunctive relief regardless of whether the injured party can demonstrate that no adequate remedy exists at law.

Section 9. Reliance on Financial Statement. Tenant shall furnish concurrently with the execution of this Lease a financial statement of Tenant prepared by an accountant. Tenant, both in corporate capacity, if applicable, and individually, hereby represents and warrants that all the information contained therein is complete, true, and correct. Tenant understands that Landlord is relying upon the accuracy of the information contained therein. Should there be found to exist any inaccuracy within the financial statement which adversely affects Tenant's financial circumstances materially change, Landlord may demand, as additional security, an amount equal to an additional two (2) months' rent, which additional security shall be subject to all terms and conditions herein, require a fully executed guaranty by a third party acceptable to Landlord, elect to terminate this Lease, or hold Tenant personally and individually liable hereunder. Landlord agrees to maintain full confidentiality of said financial statement supplied by the Tenant and agrees to disclose the statement only to Town staff and/or Town Council as necessary for the purposes of reviewing this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written or have caused this Lease to be executed by their respective officers thereunder duly authorized.

Signed, sealed, and delivered in the presence of:



ATTEST:

Diana Seele, Town Clerk

TENANT:

LIFEBRIDGE CHRISTIAN CHURCH

By:

Steve McCarthy, Lead Pastor

LANDLORD:

TOWN OF JOHNSTOWN, COLORADO

By:

Mark Romanowski, Mayor

By:

Kevin King, Secretary/Treasurer

AGREEMENT



LifeBridge Christian Church, a Colorado Non-profit Corporation
Agreement for Use of Facility located at 1011 S. Jay Ave.

Applicant: Community Senior Club

For Profit _____ Non-Profit X Member (personal) _____ Non-member (personal) _____

Date of Application: August 1, 2018

Event: Senior Respite Care

Description of Purpose of Facility Use:

To provide respite for in-home caregivers of senior adults in our community. Seniors will be engaged in community and activities 2 days a week while they're home care loved ones enjoy a much-needed break.

Date(s) of Event: Mondays and Tuesdays, beginning Sept 1, 2018 and going through Aug 30, 2019. Applicant has priority access to the facility during these times for this duration but may terminate this contract at any time without penalty. Rental fee will be waived for the first 6 months. Rental fee after the first 6 months will be determined by agreement at the time of signing of the contract.

Time(s) of Event: 9:00AM - 3:00 PM

Setup/Teardown Date(s) & Time(s): 60 minutes prior to opening and 60 minutes after closing each day.

Area of Facility to be Used (Main Room, Conference Room, or both): Both

Usage of the requested facilities is limited to the purposes and times described above. ***No other usage is permitted.***

Fee Table (*minimum rental is 1 hour; up to 1 hr of setup & 1 hr of teardown is included in the rental, additional setup/teardown time will be charged at the hourly rate*): **See above language regarding duration of contract and fees.**

Organization/Individual	Hourly Rate	Max Charge per day
For profit	\$25	\$125
Non-profit	\$15	\$75
LifeBridgeJM Member - personal use	Free	Free
Non-member - personal use	\$15	\$75
Cleaning Deposit (refundable upon checkout)	\$25	<i>(waived for this applicant)</i>

Total Fee Due: _____ ***Deadline for full payment is 10 days prior to event.***

Certificate of Liability Insurance must be attached to this Agreement.

See reverse for cleaning deposit terms and conditions.

Facility care terms and conditions:

We expect that the building will be cleaned and left in the condition it was found by Applicant when the event started. This will include:

- wiping down all counters/tables used
- cleaning the coffee pot(s), serving utensils, or other kitchen items, if used
- emptying the waste bins in the restrooms and kitchen into the large waste bin
- sweeping the tile areas with the large dust-mop and disposing of the debris in the large waste bin
- vacuuming the carpet
- emptying the large waste bin into the outside trash bin and replacing the bag

Any area needing to be re-cleaned with result in forfeiture of the entire cleaning deposit.

If the condition of the building prior to your event is not satisfactory, please contact us immediately (prior to event).

Use of miscellaneous supplies:

- Any paper goods or utensils are available for your use (cups, plates, bowls, etc.).
- Coffee and coffee supplies are available for your use (creamers, sugar, etc.).
- Food items in cupboards or the refrigerator are not available for your use. You may bring in whatever food/drink items you'd like, excluding alcohol or illegal drugs (see below).

Additional Requirements/Restrictions:

- For any for-profit activity, a certificate of liability insurance of \$1,000,000 naming LifeBridge Christian Church as additional insured is required and must be submitted with this contract.
- **Children must be supervised at all times.** Please keep children in the area of your event.
- Smoking is not permitted in the church building or within 10 feet of any church entrance.
- In general, alcoholic beverages may **not** be used on the premises. Special exemptions will be considered.
- No firearms, paintball or airsoft guns are permitted on or about church premises.
- Items not allowed for decorating include glitter, sequins and confetti.
No nail, screws, tacks or pins are allowed for use in hanging items on the walls.
- No items may be attached to the walls or doors without approval from the Church.
- Applicant agrees to pay any additional charges incurred as a result of additional requests by the Applicant or assessed by the LifeBridge Christian Church for damages to the property.
- The Church will make every attempt to have the scheduled space available; however, Church events will take precedence. If this should occur, sufficient notice will be given. We do not anticipate that this will be necessary. **See language on previous page regarding priority access.**
- If damage occurs to LifeBridge property and it is determined to be caused by the Applicant, items must be repaired or replaced, or the Applicant must pay the costs of repair or replacement.

The Applicant understands and agrees that LifeBridge Christian Church does not sponsor this event and Applicant agrees that it will not indicate anything to the contrary. Applicant agrees to indemnify and hold harmless LifeBridge Christian Church, and its employees, officers, directors, trustees, members, agents, elders, and staff from any and all liability, claims, or demands for personal injury, sickness, or death related to the above event or this Agreement. Applicant agrees to be financially responsible for any damages or injuries incurred by the Church, its personnel or management arising from the utilization of the premises under this Agreement.

Applicant agrees to comply with all federal, state and local laws, regulations and ordinances applicable to the utilization of the premises, including but not limited to, compliance with all safety and fire code regulations, noise and parking ordinances, and all Church policies and rules regarding the usage of the premises.

This Application and Contract may not be assigned or transferred.

The use of the premises is deemed to be a revocable license and the Contract shall not be deemed to confer any property rights whatsoever in the premises, including, but not limited to, any leasehold interests.

Applicant

Street Address of Post Office Box

City

State

Zip

Phone

I am authorized to enter into this Agreement on behalf of Applicant:

By: _____
(Signature) (Title) (Print Name) (Date)

1011 S. Jay Ave.
Johnstown, Colorado 80534
Phone: 970-660-4078

Please return the signed contract, insurance certificate (if necessary), and deposit to the above address and to the attention of **Steve McCarthy, Lead Pastor, LifeBridge JM Campus.**

Approved by:

By: _____
(Signature) (Title) (Print Name) (Date)

NOTES

DATE: 10/01/18

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

**EXECUTIVE
SESSION
(Personnel Matters)
(Interim Town Manager)**

**WORK
SESSION**

**(Discussion of 2019 Proposed Budget)
(General and Miscellaneous Funds)**

GENERAL FUND

TOWN	OF JOHNSTOWN							GENERAL FUND - 01
ACCT	ACCOUNT	2015	2016	2017	2018	2018	2019	
NO	NAME	ACTUAL	ACTUAL	ACTUAL	PROJECTED	BUDGET	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	ACCOUNT	2015	2016	2017	2018	2018	2019	
NO	NAME	ACTUAL	ACTUAL	ACTUAL	PROJECTED	BUDGET	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	3,000	
	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	2,300	
	Insurance	782	900	1,000	1,000	1,000	1,100	
	Operating & Maintenance Total	2,532	6,132	3,541	9,000	12,000	10,900	
LEGISLATIVE EXPENDITURES TOTAL		24,658	29,131	24,962	32,400	37,800	36,700	
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	200	
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	37,800	
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	222,600	

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	1,518,000	
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	71,500	
	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	126,000	
5060	Retirement	53,064	58,621	63,608	79,000	80,000	88,200	
5065	Health Insurance	245,605	230,048	237,612	279,000	341,000	350,400	
5070	Workmen's Compensation	37,897	35,599	27,186	28,000	40,000	33,000	
	Personnel Services Total	1,419,080	1,479,473	1,600,248	1,985,200	2,060,200	2,241,600	
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	30,500	
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	272,800	

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	2,543,900	

TOWN	OF JOHNSTOWN							GENERAL FUND - 01
ACCT NO	ACCOUNT NAME	2015 ACTUAL	2016 ACTUAL	2017 ACTUAL	2018 PROJECTED	2018 BUDGET	2019 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	ACCOUNT	2015	2016	2017	2018	2018	2019	
NO	NAME	ACTUAL	ACTUAL	ACTUAL	PROJECTED	BUDGET	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 NO	ACCOUNT NAME	2015 ACTUAL	2016 ACTUAL	2017 ACTUAL	2018 PROJECTED	2018 BUDGET	2019 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 NO	ACCOUNT NAME	2015 ACTUAL	2016 ACTUAL	2017 ACTUAL	2018 PROJECTED	2018 BUDGET	2019 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	ACCOUNT	2015	2016	2017	2018	2018	2019	
NO	NAME	ACTUAL	ACTUAL	ACTUAL	PROJECTED	BUDGET	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	

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TOWN	OF JOHNSTOWN							GENERAL FUND - 01
ACCT NO	ACCOUNT NAME	2015 ACTUAL	2016 ACTUAL	2017 ACTUAL	2018 PROJECTED	2018 BUDGET	2019 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	31,086,600	
	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	31,086,600	
	GENERAL FUND ENDING BALANCE	28,165,164	33,527,956	38,702,245	43,414,345	16,478,200	25,133,700	

**MISCELLANEOUS
FUNDS**

TOWN	OF JOHNSTOWN							CEMETERY PERPETUAL CARE FUND
ACCT NO	ACCOUNT NAME	2015 ACTUAL	2016 ACTUAL	2017 ACTUAL	2018 PROJ	2018 BUDGET	2019 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	26,000,000	0	0	
	ENDING FUND				

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TOWN	OF JOHNSTOWN							CONSERVATION TRUST FUND
ACCT	ACCOUNT	2015	2016	2017	2018	2018	2018	
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	244,500	
	RESOURCES AVAILABLE	2,288,608	2,415,041	2,581,225	2,791,885	2,707,600	2,855,800	
	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	1,785,800	

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	0	
	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	148,000	
EQUIPMENT REPLACEMENT FUND EXPENDITURES TOTAL		108,918	271,002	399,584	276,100	276,100	148,000	

TOWN OF JOHNSTOWN								EQUIPMENT REPLACEMENT FUND
ACCT NO	ACCOUNT NAME	2015 ACTUAL	2016 ACTUAL	2017 ACTUAL	2018 PROJ.	2018 BUDGET	2019 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	148,000	
	EQUIPMENT REPL. FUND ENDING BAL.	1,428,343	2,161,448	2,787,074	3,524,974	3,457,800	4,391,900	

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	
	Highway 60 pedestrian crossing signals	0	0	0	30,000	75,000	0	
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	86,000	
IMPACT FEE FUND								
	EXPENDITURES TOTAL	1,249,424	223,376	759,739	197,700	272,700	86,000	

								IMPACT FEE FUND
ACCT NO	ACCOUNT NAME	2015 ACTUAL	2016 ACTUAL	2017 ACTUAL	2018 PROJ.	2018 BUDGET	2019 BUDGET	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	86,000	
IMPACT FEE FUND ENDING BAL.		10,881,247	12,786,312	15,568,454	17,692,754	14,323,800	18,561,700	

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	

NOTES

DATE: 10/01/18

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.