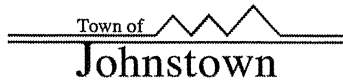


***TOWN COUNCIL***  
***MEETING***  
***PACKET***

**October 15, 2018**



## Town Council

**Agenda**  
**Monday, October 15, 2018**  
**Town Hall, Council Chambers**  
**450 So. Parish Avenue**  
**7:00 PM**



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**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.*

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*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)**

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*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.*

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- 6) **CONSENT AGENDA**
    - A) Town Council Meeting – October 1, 2018
    - B) Payment of Bills
    - C) September Financial Statements
    - D) Resolution No. 2018-15 approving a Use by Special Review for drilling of oil and gas wells and construction of a tank battery/ production facility for Extraction Oil and Gas, LLC on the Cito Trust property.
  - 7) **STAFF REPORTS**
  - 8) **OLD BUSINESS**
  - 9) **NEW BUSINESS**
    - A) Consider Water and Sewer Service Agreement for Carrier West at Iron Horse (L&C FTC, LLC)
    - B) Consider Award of Contract for the 2018 Sewer Line Cleaning Project – DES
    - C) Discussion of Memorial Donation to the Family of Officer Yuri Thomas
    - D) Employment Agreement for Interim Town Manager with Matthew LeCerf
    - E) Purchase and Sale Agreement for Ten Shares of Capital Stock in the Consolidated Home Supply Ditch and Reservoir Co.
    - F) Consider Approval of Amendment No. 1 to Agreement Between the Town of Johnstown and Adolfson & Peterson Const.- Johnstown Community Recreation Center Construction Project
  - 10) **COUNCIL REPORTS AND COMMENTS**
  - 11) **MAYOR'S COMMENTS**
  - 12) **ADJOURN**
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### **NOTICE OF ACCOMODATION**

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

**AGENDA ITEM 6 A-D**

**CONSENT**

**AGENDA**

- **Council Minutes – October 1, 2018**
  - **Payment of Bills**
  - **September Financial Statements**
    - **Resolution No. 2018-15**

## **TOWN COUNCIL AGENDA COMMUNICATION**

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**AGENDA DATE:** October 15, 2018

**ITEM NUMBER:** 6A-D

**SUBJECT:** Consent Agenda

**ACTION PROPOSED:** Approve Consent Agenda

**PRESENTED BY:** Town Clerk

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**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 – October 1, 2018
- B) Payment of Bills
- C) September Financial Statements
- D) \*Resolution No. 2018-15, approving a Use by Special Review for drilling of oil and gas wells and construction of a tank battery/ production facility for Extraction Oil and Gas, LLC on the Cito Trust property.

\*The attached resolution merely memorializes the decision of the Town Council that was approved on July 2, 2018.

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**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.

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**FINANCIAL ADVICE:** N/A

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**RECOMMENDED ACTION:** Approve Consent Agenda

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**SUGGESTED MOTION:**

**For Approval:** I move to approve the Consent Agenda.

**For Denial:**

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**Reviewed:**

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# **COUNCIL MINUTES**

The Town Council of the Town of Johnstown met on Monday, October 1, 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, Mellon, Tallent and Young

Those absent were: Councilmembers LeMasters and Molinar Jr.

Also present: Avi Rocklin, Town Attorney, Brian Phillips, Chief of Police and Diana Seele, Town Clerk/Treasurer

### Agenda Approval

Councilmember Mellon made a motion seconded by Councilmember Lebsack to approve the amended Agenda with the addition of Item 10B. Consider Appointment of Interim Town Manager. Motion carried with a unanimous vote.

### Consent Agenda

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

- September 17, 2018 Town Council Meeting Minutes
- Agreement with Xylem Water Solutions Zelienople, LLC for DAF Saturator

Motion carried with a unanimous vote.

### New Business

A. Consider Resolution No. 2018-14, A Resolution Opposing Proposition 112 – Proposition 112 is a ballot measure seeking to impose statewide setback requirements for oil and gas development and usurp local government control. Councilmember Mellon made a motion seconded by Councilmember Young to approve resolution No. 2018-14, as Resolution Opposing Proposition 112. Motion carried with a unanimous vote.

B. Consider Life Bridge Christian Church's Request to Allow the Facility to be used for Senior Purposes – The Town has a lease agreement with LifeBridge Christian Church for rental of 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 uses is subject to Town approval. LifeBridge Christian Church has expressed an interest in allowing Senior Day Stay to use the premises two days a week to provide respite for in-home caregivers of senior adults in the community. Councilmember Mellon made a motion seconded by Councilmember Young to approve the LifeBridge Christian Church's request to allow Senior Day Stay to use the facility on Mondays and Friday's from 9:00 a.m. to 3:00 p.m. to provide respite for in-home caregivers of senior adults in the community. Motion carried with a unanimous vote.

10. Executive Session

A. Councilmember Lebsack made a motion seconded by Councilmember Tallent to recess into Executive Session to discuss personnel matters related to the interim Town Manager position pursuant to C.R.S. Section 24-6-402(4)(f).

Mayor James called the meeting back to order at 8:05 p.m.

B. Councilmember Mellon made a motion seconded by Councilmember Lebsack to appoint Matt LeCerf as interim town manager for 6 months and thereafter month to month. Councilmembers Mellon, Lebsack, Young and Mayor James voted yes, Councilmember Tallent voted no.

There being no further business to come before the Council the meeting adjourned at 8:15 p.m.

Mayor

Town Clerk/Treasurer

**PAYMENT  
OF  
BILLS**

BILLS SUBMITTED FOR PAYMENT- OCTOBER 2018		
ACE HARDWARE	\$	332.32
ACE OF BLADES	\$	676.00
A & E TIRE INC.	\$	546.68
ALL COPY PRODUCTS	\$	347.11
ARROWHEAD FORENSICS	\$	222.20
BEN SLAFTER	\$	1,956.25
BRANDON COPELAND	\$	535.68
BRENNER BUILDERS LLC	\$	44,115.00
BUCKEYE WELDING SUPPLY CO., INC.	\$	64.77
CASCADE INDUSTRIES INC.	\$	263.86
CASELLE, INC	\$	1,029.00
CENTRAL WELD COUNTY WATER DISTRICT	\$	586.00
CENTURY LINK	\$	334.39
CH DIAGNOSTIC AND CONSULTING SERVICES, INC.	\$	420.00
CHEMATOX LABORATORY, INC.	\$	235.00
CINTAS - GREELEY	\$	413.87
CINTAS - LOVELAND	\$	247.08
CIRSA	\$	46,758.75
COLORADO ANALYTICAL	\$	4,260.00
DAN HEDRICK	\$	18,000.00
DANA KEPNER CO	\$	442.00
DBC IRRIGATION	\$	2,521.27
DPC INDUSTRIES (CHEMICALS)	\$	31,555.15
ENTENMANN-ROVIN CO	\$	281.00
ENVIROTECH SERVICES INC.	\$	1,418.97
ERGOMED	\$	200.00
EXPRESS TOLL	\$	31.50
FERGUSON ENTERPRISES	\$	765.73
FIRST CLASS SECURITY SYSTEMS, LLC	\$	78.90
FIRST NATIONAL BANK	\$	882.28
FRONT RANGE FIRE PROTECTION	\$	350.00
FRONTIER FERTILIZER	\$	143.02
FULL SOURCE	\$	217.39
GALLS, LLC	\$	381.00
GMCO CORPORATION	\$	16,536.96
GRAINGER	\$	122.08
GREYSTONE	\$	1,200.00
GROUND ENGINEERING CONSULTANTS	\$	1,200.00
HAYS MARKET	\$	198.86
HELTON & WILLIAMSEN	\$	4,707.19
HILL & ROBBINS	\$	184.00
HILLYARD / DENVER	\$	91.08
IMEG CORP	\$	1,030.00
INTERSTATE BATTERY OF THE ROCKIES	\$	99.95
J&S CONTRACTORS SUPPLY	\$	77.00
JOHN CUTLER & ASSOCIATES	\$	2,500.00
JOHNSTOWN BREEZE	\$	115.30
LAW OFFICE OF AVI ROCKLIN	\$	5,276.50
LAZAR, MICHAEL A.	\$	1,312.50
LOWE'S	\$	156.43
MAC EQUIPMENT	\$	30.62
MARES AUTO	\$	91.00

MARIPOSA	\$	85.00
MATHERN SERVICES	\$	650.00
MCDONALD FARMS	\$	3,780.00
MILLIKEN JOHNSTOWN ELECTRIC	\$	267.76
MIRACLE RECREATION	\$	120.00
NAPA AUTO PARTS	\$	339.71
NEWCO INC.	\$	86.41
NORTHERN SAFETY CO. INC.	\$	252.83
O.J. WATSON COMPANY INC.	\$	405.00
OFFICE DEPOT	\$	174.50
PIONEER	\$	269.36
PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	\$	98.55
POUDRE VALLEY REA	\$	11,595.24
PURCHASE POWER	\$	150.00
RHINEHART OIL	\$	8,552.09
SAFELITE FULFILLMENT, INC.	\$	314.89
SAFETY & CONSTRUCTION SUPPLY, INC.	\$	163.27
SECURITY CENTRAL	\$	207.00
SOUTHWEST DIRECT	\$	3,308.29
STATE OF COLORADO / DRIVER SERVICES & TRAFFIC RECORDS	\$	270.00
SUPERIOR JANITORIAL SERVICE	\$	725.00
SUPPLY WORKS	\$	515.39
TDS	\$	708.48
TRUGREEN	\$	2,618.00
UNITED POWER	\$	749.10
US AIR PURIFIERS LLC	\$	959.95
UTILITY NOTIFICATION CENTER	\$	946.85
VERIZON WIRELESS	\$	2,117.13
WASTE MANAGEMENT	\$	55,723.98
WESTERN FIRE EXTINGUISHER	\$	866.19
WINDSTREAM	\$	1,733.31
WINTERS, HELLERICH AND HUGHES	\$	2,370.00
XCEL ENERGY	\$	48,357.92
YOST CLEANING	\$	1,972.00
<b>Total</b>	<b>\$</b>	<b>346,994.84</b>

**SEPTEMBER  
FINANCIAL  
STATEMENTS**

## EXECUTIVE SUMMARY SEPTEMBER 2018

75.00%

	Actual	Budget	Variance	%
<b>GENERAL</b>				
<u>Revenues</u>	12,735,812.00	10,203,800.00	(2,532,012.00)	125%
<u>Expenditures</u>				
Legislative	19,964.00	37,800.00	17,836.00	53%
Judicial	34,744.00	50,100.00	15,356.00	69%
Elections	18,861.00	18,600.00	(261.00)	101%
Administration	293,689.00	429,100.00	135,411.00	68%
Planning & Zoning	139,341.00	218,000.00	78,659.00	64%
Police	1,632,255.00	2,332,100.00	699,845.00	70%
Protective Inspections	121,670.00	205,800.00	84,130.00	59%
Streets	943,847.00	1,512,300.00	568,453.00	62%
Cemetery	28,296.00	41,000.00	12,704.00	69%
Animal Control	64,576.00	95,200.00	30,624.00	68%
Senior Coordinator	54,736.00	73,600.00	18,864.00	74%
Parks	39,260.00	67,000.00	27,740.00	59%
Community	133,571.00	879,300.00	745,729.00	15%
Transfers	811,704.00	2,223,700.00	1,411,996.00	37%
<u>Total Expenditures</u>	4,336,514.00	8,183,600.00	3,847,086.00	53%
Excess Revenues over Expenditures	8,399,298.00			
Community/YMCA Recreation Center	-	22,000,000.00	22,000,000.00	



## EXECUTIVE SUMMARY SEPTEMBER 2018

67%

		Actual	Budget	Variance	%
<b>WATER</b>					
<u>Revenues</u>		4,054,684.00	2,908,700.00	(1,145,984.00)	139%
<u>Expenditures</u>					
	Administration	149,955.00	259,800.00	109,845.00	58%
	Operations	730,641.00	1,451,500.00	720,859.00	50%
		880,596.00	1,711,300.00	830,704.00	51%
Excess Revenues over Expenditures		3,174,088.00			

## EXECUTIVE SUMMARY SEPTEMBER 2018

75.00%

	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>%</u>
<b>WASTEWATER</b>				
<u>Revenues</u>	1,619,378.00	1,885,000.00	265,622.00	86%
<u>Expenditures</u>				
Administration	162,012.00	295,400.00	133,388.00	55%
Operation	682,518.00	1,727,800.00	1,045,282.00	40%
	844,530.00	2,023,200.00	1,178,670.00	42%
Excess Revenues over Expenditures	774,848.00			

TOWN OF JOHNSTOWN  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
01-01-4010-00 GEN. PROPERTY ACCOUNTS	21,376.64	6,100,341.80	4,250,000.00	( 1,850,341.80)	143.5
01-01-4020-00 SPECIFIC OWNERSHIP TAXES	17,227.93	299,371.82	280,000.00	( 19,371.82)	106.9
01-01-4030-00 FRANCHISE TAXES	32,119.78	341,288.33	395,000.00	53,711.67	86.4
01-01-4040-00 PENALTIES & INTEREST	820.30	846.56	3,000.00	2,153.44	28.2
01-01-4070-00 SALES TAX	380,980.16	3,253,710.43	3,200,000.00	( 53,710.43)	101.7
01-01-4075-00 LODGING TAX	16,543.31	102,132.07	85,000.00	( 17,132.07)	120.2
01-01-4080-00 SEVERANCE TAX	295,501.31	295,501.31	50,000.00	( 245,501.31)	591.0
TOTAL TAXES	764,569.43	10,393,192.32	8,263,000.00	( 2,130,192.32)	125.8
<u>LICENSES &amp; PERMITS</u>					
01-02-4110-00 LIQUOR LICENSE	175.00	2,744.50	1,800.00	( 944.50)	152.5
01-02-4120-00 BUS. LIC. & PERMITS - OTHE	1,530.00	21,000.43	14,000.00	( 7,000.43)	150.0
01-02-4130-00 BUILDING PERMITS	69,325.95	625,902.74	475,000.00	( 150,902.74)	131.8
01-02-4140-00 DOG LICENSE & PERMITS OTHE	112.00	2,695.00	2,300.00	( 395.00)	117.2
01-02-4150-00 FINGERPRINTING	30.00	1,198.80	200.00	( 998.80)	599.4
TOTAL LICENSES & PERMITS	71,172.95	653,541.47	493,300.00	( 160,241.47)	132.5
<u>INTERGOVERNMENTAL</u>					
01-03-4210-00 CIGARETTE TAXES	2,629.88	13,855.72	14,000.00	144.28	99.0
01-03-4220-00 HIGHWAY USERS TAX	45,326.12	496,132.44	380,000.00	( 116,132.44)	130.6
01-03-4230-00 ADD. VEH. REG. FEE	971.50	41,436.00	45,000.00	3,564.00	92.1
01-03-4240-00 COUNTY ROAD & BRIDGE	.00	165,442.55	90,000.00	( 75,442.55)	183.8
TOTAL INTERGOVERNMENTAL	48,927.50	716,866.71	529,000.00	( 187,866.71)	135.5
<u>CHARGES FOR SERVICES</u>					
01-04-4310-00 CEMETERY LOTS AND CARE	1,465.00	33,202.00	22,000.00	( 11,202.00)	150.9
01-04-4320-00 TRASH CHARGES	55,539.46	483,289.26	640,000.00	156,710.74	75.5
01-04-4330-00 OTHER SERVICES	( 159.34)	3,039.78	900.00	( 2,139.78)	337.8
01-04-4340-00 FISHING PERMITS	10.00	935.00	600.00	( 335.00)	155.8
TOTAL CHARGES FOR SERVICES	56,855.12	520,466.04	663,500.00	143,033.96	78.4
<u>FINES</u>					
01-05-4315-00 COURT FEES REFUND	.00	( 565.00)	.00	565.00	.0
01-05-4410-00 MUNICIPAL COURT FINES & FE	12,192.80	115,587.04	120,000.00	4,412.96	96.3
01-05-4420-00 SURCHARGE	1,867.50	17,169.50	18,000.00	830.50	95.4
TOTAL FINES	14,060.30	132,191.54	138,000.00	5,808.46	95.8

TOWN OF JOHNSTOWN  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2018

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>MISCELLANEOUS</u>					
01-06-4510-00	COMM. CENTER RENTAL FEES	2,190.00	12,704.68	11,000.00	( 1,704.68)	115.5
01-06-4530-00	REFUND OF EXPENDITURES	.00	24,044.47	5,000.00	( 19,044.47)	480.9
01-06-4570-00	SCHOOL DISTRICT	.00	.00	31,000.00	31,000.00	.0
	TOTAL MISCELLANEOUS	2,190.00	36,749.15	47,000.00	10,250.85	78.2
	<u>EARNINGS ON INVESTMENTS</u>					
01-07-4610-00	EARNINGS ON INVESTMENTS	19,563.60	228,589.05	65,000.00	( 163,589.05)	351.7
	TOTAL EARNINGS ON INVESTMENTS	19,563.60	228,589.05	65,000.00	( 163,589.05)	351.7
	<u>SOURCE 08</u>					
01-08-4530-00	DEVELOPERS COST PAYMENT	( 27,482.98)	54,216.16	5,000.00	( 49,216.16)	1084.3
	TOTAL SOURCE 08	( 27,482.98)	54,216.16	5,000.00	( 49,216.16)	1084.3
	TOTAL FUND REVENUE	949,855.92	12,735,812.44	10,203,800.00	( 2,532,012.44)	124.8

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEGISLATIVE</u>					
01-10-5010-00 BOARD MEMBERS COMPENSATION	1,775.00	13,950.00	22,800.00	8,850.00	61.2
01-10-5050-00 PAYROLL TAXES	135.81	1,067.31	1,800.00	732.69	59.3
01-10-5070-00 WORKMEN'S COMPENSATION	69.62	641.22	1,200.00	558.78	53.4
01-10-6511-00 TRAINING	.00	1,066.00	3,000.00	1,934.00	35.5
01-10-6522-00 INSURANCE	.00	750.00	1,000.00	250.00	75.0
01-10-6544-03 EQUIPMENT/SOFTWARE - IPADS	89.71	1,415.88	2,500.00	1,084.12	56.6
01-10-8016-00 PROFESSIONAL SERVICES	.00	752.23	4,000.00	3,247.77	18.8
01-10-9028-00 COUNCIL OUTREACH	16.76	321.27	1,500.00	1,178.73	21.4
TOTAL LEGISLATIVE	2,086.90	19,963.91	37,800.00	17,836.09	52.8
<u>JUDICIAL</u>					
01-15-5011-00 SAL-JUDGE	1,750.00	12,450.00	17,000.00	4,550.00	73.2
01-15-5012-00 SAL-PROS. ATT.	3,830.00	21,447.33	32,000.00	10,552.67	67.0
01-15-6505-00 OFFICE EXPENSES	164.94	846.56	1,000.00	153.44	84.7
01-15-8016-00 PROFESSIONAL SERVICES	.00	.00	100.00	100.00	.0
TOTAL JUDICIAL	5,744.94	34,743.89	50,100.00	15,356.11	69.4
<u>ELECTIONS</u>					
01-20-6413-00 PUBLISHING	.00	118.04	700.00	581.96	16.9
01-20-6526-00 SUPPLIES	.00	17,694.32	17,000.00	( 694.32)	104.1
01-20-8017-00 ELECTION JUDGES	.00	1,048.52	900.00	( 148.52)	116.5
TOTAL ELECTIONS	.00	18,860.88	18,600.00	( 260.88)	101.4

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
01-25-5010-00 SALARIES	5,824.72	57,734.35	97,000.00	39,265.65	59.5
01-25-5010-03 OVERTIME	.00	.00	600.00	600.00	.0
01-25-5011-00 PART TIME OFFICE	313.72	3,335.93	7,500.00	4,164.07	44.5
01-25-5012-00 HOURLY COMMUNICATIONS STAFF	1,032.43	9,856.13	18,000.00	8,143.87	54.8
01-25-5015-00 CLEANING SALARIES	216.67	1,933.36	3,500.00	1,566.64	55.2
01-25-5025-00 MANAGER	4,404.02	43,955.51	57,100.00	13,144.49	77.0
01-25-5050-00 PAYROLL TAXES	802.47	8,563.65	14,300.00	5,736.35	59.9
01-25-5060-00 RETIREMENT FUND	568.38	7,774.47	12,800.00	5,025.53	60.7
01-25-5065-00 HEALTH INSURANCE	1,829.78	16,348.72	33,000.00	16,651.28	49.5
01-25-5070-00 WORKMAN'S COMPENSATION	69.62	641.22	1,000.00	358.78	64.1
01-25-6010-00 UTILITIES	419.94	2,818.05	6,000.00	3,181.95	47.0
01-25-6505-00 OFFICE EXPENSE	200.68	4,197.11	6,700.00	2,502.89	62.6
01-25-6506-00 UTILITY BILL MAILING	707.67	5,604.16	8,300.00	2,695.84	67.5
01-25-6510-00 TELEPHONE	134.21	1,112.35	2,000.00	887.65	55.6
01-25-6511-00 TRAINING	.00	20.00	1,000.00	980.00	2.0
01-25-6513-00 PUBLISHING	.00	765.78	5,000.00	4,234.22	15.3
01-25-6515-00 DUES AND SUBSCRIPTIONS	.00	2,427.62	2,900.00	472.38	83.7
01-25-6518-00 CLEANING SUPPLIES	67.37	705.35	1,700.00	994.65	41.5
01-25-6520-00 MILEAGE & EXPENSES	.00	13.22	2,000.00	1,986.78	.7
01-25-6522-00 INSURANCE & BONDS	.00	9,500.00	15,700.00	6,200.00	60.5
01-25-6544-05 SOFTWARE	.00	.00	3,000.00	3,000.00	.0
01-25-6544-07 MISC. OFFICE EQPT.	.00	.00	500.00	500.00	.0
01-25-7020-00 MAINTENANCE & REPAIRS	.00	423.15	3,800.00	3,376.85	11.1
01-25-8010-00 AUDIT	.00	2,000.00	3,000.00	1,000.00	66.7
01-25-8012-00 COMPUTER PROFESSIONAL SERV	624.05	4,578.21	10,500.00	5,921.79	43.6
01-25-8014-00 LEGAL	1,356.30	19,488.80	42,000.00	22,511.20	46.4
01-25-8015-00 TAPING MEETINGS	267.84	3,793.76	7,000.00	3,206.24	54.2
01-25-8016-00 SALARY STUDY FEES	.00	.00	1,500.00	1,500.00	.0
01-25-8017-00 PROFESSIONAL SERVICES	.00	.00	2,000.00	2,000.00	.0
01-25-8019-00 TREASURER'S FEES	296.16	86,097.64	59,000.00	( 27,097.64)	145.9
01-25-9028-00 COMMUNICATIONS	.00	.00	700.00	700.00	.0
 TOTAL ADMINISTRATION	 19,136.03	 293,688.54	 429,100.00	 135,411.46	 68.4

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PLANNING &amp; ZONING</u>					
01-30-5010-00 SALARIES	9,382.00	93,639.58	132,000.00	38,360.42	70.9
01-30-5050-00 PAYROLL TAXES	703.98	7,040.20	10,000.00	2,959.80	70.4
01-30-5060-00 RETIREMENT FUND	866.48	8,648.13	12,100.00	3,451.87	71.5
01-30-5065-00 HEALTH INSURANCE	1,419.38	12,696.15	26,000.00	13,303.85	48.8
01-30-5070-00 WORKMENS COMPENSATION	69.62	641.22	1,700.00	1,058.78	37.7
01-30-6010-00 UTILITIES	202.19	1,356.86	3,000.00	1,643.14	45.2
01-30-6505-00 OFFICE SUPPLIES	215.59	914.14	2,500.00	1,585.86	36.6
01-30-6510-00 TELEPHONE	134.21	1,070.86	1,400.00	329.14	76.5
01-30-6511-00 TRAINING	.00	.00	500.00	500.00	.0
01-30-6513-00 PUBLISH/RECORD	.00	48.60	200.00	151.40	24.3
01-30-6515-00 DUES/SUBSCRIPTIONS	.00	.00	800.00	800.00	.0
01-30-6520-00 MILEAGE & EXPENSES	.00	102.95	100.00	( 2.95)	103.0
01-30-6522-00 INSURANCE AND BONDS	.00	2,100.00	3,000.00	900.00	70.0
01-30-6544-04 MACHINERY AND EQPT.	.00	.00	300.00	300.00	.0
01-30-8012-00 COMPUTER PROFESSIONAL SERVICES	156.80	1,411.20	2,000.00	588.80	70.6
01-30-8016-00 PROFESSIONAL SERVICES	.00	688.85	15,500.00	14,811.15	4.4
01-30-8017-00 NORTH FRONT RANGE MPO	.00	8,982.00	6,900.00	( 2,082.00)	130.2
TOTAL PLANNING & ZONING	13,150.25	139,340.74	218,000.00	78,659.26	63.9

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE</u>					
01-35-5010-00 SALARIES	101,580.87	1,000,204.02	1,375,000.00	374,795.98	72.7
01-35-5010-03 OVERTIME PAY	2,408.19	7,335.46	13,500.00	6,164.54	54.3
01-35-5013-00 CLERICAL SALARIES	2,889.16	28,823.01	37,700.00	8,876.99	76.5
01-35-5015-00 PART-TIME SALARIES	4,446.31	40,812.82	59,000.00	18,187.18	69.2
01-35-5050-00 PAYROLL TAXES	8,277.83	80,091.55	114,000.00	33,908.45	70.3
01-35-5060-00 RETIREMENT	5,884.35	58,212.34	80,000.00	21,787.66	72.8
01-35-5065-00 HEALTH INSURANCE	22,398.81	194,831.16	341,000.00	146,168.84	57.1
01-35-5070-00 WORKMEN'S COMPENSATION	2,784.80	25,648.80	40,000.00	14,351.20	64.1
01-35-6010-00 UTILITIES	1,109.90	10,048.99	14,000.00	3,951.01	71.8
01-35-6505-00 OFFICE EXPENSE	735.08	6,297.17	6,800.00	502.83	92.6
01-35-6510-00 TELEPHONE	284.31	4,870.30	10,500.00	5,629.70	46.4
01-35-6511-00 TRAINING	2,393.90	8,873.94	11,000.00	2,126.06	80.7
01-35-6513-00 PUBLISHING	.00	364.79	1,500.00	1,135.21	24.3
01-35-6515-00 DUES AND SUBSCRIPTIONS	300.00	335.00	1,200.00	865.00	27.9
01-35-6518-00 CLEANING SERVICES	640.64	5,905.20	8,500.00	2,594.80	69.5
01-35-6522-00 INSURANCE AND BONDS	.00	36,000.00	50,500.00	14,500.00	71.3
01-35-6524-00 GAS AND OIL	883.96	24,519.52	26,400.00	1,880.48	92.9
01-35-6526-00 OPERATING SUPPLIES	305.29	4,214.07	6,500.00	2,285.93	64.8
01-35-6527-00 UNIFORMS AND CLEANING	1,800.00	6,412.89	9,000.00	2,587.11	71.3
01-35-6528-00 WELD COUNTY MAINT. AGREEME	.00	26,391.99	26,500.00	108.01	99.6
01-35-6544-02 COMPUTER SYSTEMS	.00	.00	2,500.00	2,500.00	.0
01-35-6544-04 RADAR GUNS	133.00	733.00	2,500.00	1,767.00	29.3
01-35-6544-06 VESTS	.00	1,558.00	5,000.00	3,442.00	31.2
01-35-6544-07 CAMERA & INVESTIGATION EQPT.	.00	282.90	3,500.00	3,217.10	8.1
01-35-6544-09 SHOOTING RANGE SUPPLIES	.00	2,108.29	3,600.00	1,491.71	58.6
01-35-6544-10 OFFICE IMPROVEMENTS	.00	.00	3,000.00	3,000.00	.0
01-35-6544-11 POLICE EQUIPMENT	415.48	4,847.08	10,000.00	5,152.92	48.5
01-35-7010-00 BLDG. REPAIR & MAINT.	.00	2,643.61	8,000.00	5,356.39	33.1
01-35-7020-00 REPAIRS AND MAINTENANCE	2,107.03	12,609.84	13,500.00	890.16	93.4
01-35-8012-00 COMP. PROFESSIONAL SERVICE	3,338.78	8,548.28	10,000.00	1,451.72	85.5
01-35-8014-00 LEGAL	108.50	279.00	2,500.00	2,221.00	11.2
01-35-8016-00 PROFESSIONAL SERVICES	442.11	5,139.53	5,000.00	( 139.53)	102.8
01-35-8017-00 JUVENILE ASSESSMENT CENTER	.00	5,340.00	5,400.00	60.00	98.9
01-35-8021-00 COMP. LINK TO RECORDS	894.41	8,650.42	10,500.00	1,849.58	82.4
01-35-9022-00 JAIL FEES	.00	295.02	1,500.00	1,204.98	19.7
01-35-9028-00 COMMUNITY SERVICES	224.55	2,200.54	2,000.00	( 200.54)	110.0
01-35-9028-01 TASK FORCE	.00	2,000.00	2,000.00	.00	100.0
01-35-9028-03 RECORDS CONTRACT	.00	4,826.63	9,000.00	4,173.37	53.6
TOTAL POLICE	166,787.26	1,632,255.16	2,332,100.00	699,844.84	70.0



TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PROTECTIVE INSPECTIONS</u>					
01-40-5010-00 SALARIES	2,562.68	25,577.51	37,600.00	12,022.49	68.0
01-40-5050-00 PAYROLL TAXES	191.06	1,911.98	2,900.00	988.02	65.9
01-40-5060-00 RETIREMENT	108.54	1,083.31	1,600.00	516.69	67.7
01-40-5065-00 HEALTH INSURANCE	506.79	4,527.45	7,000.00	2,472.55	64.7
01-40-5070-00 WORKMEN'S COMPENSATION	69.62	641.22	1,400.00	758.78	45.8
01-40-6010-00 UTILITIES	264.38	1,774.14	3,900.00	2,125.86	45.5
01-40-6505-00 OFFICE EXPENSE	.00	611.47	3,800.00	3,188.53	16.1
01-40-6510-00 TELEPHONE	134.21	1,070.84	1,600.00	529.16	66.9
01-40-6511-00 TRAINING	.00	.00	500.00	500.00	.0
01-40-6513-00 PUBLISHING	.00	.00	500.00	500.00	.0
01-40-6515-00 DUES & SUBSCRIPTIONS	.00	25.00	200.00	175.00	12.5
01-40-6518-00 CLEANING & SUPPLIES	67.37	638.32	1,000.00	361.68	63.8
01-40-6522-00 INSURANCE AND BONDS	.00	5,400.00	8,700.00	3,300.00	62.1
01-40-6526-00 OPERATING SUPPLIES	.00	.00	2,000.00	2,000.00	.0
01-40-7020-00 REPAIR & MAINTENANCE	.00	550.75	2,000.00	1,449.25	27.5
01-40-8012-00 COMP. PROF. SERVICES	216.80	2,657.77	3,600.00	942.23	73.8
01-40-8014-00 LEGAL	.00	.00	500.00	500.00	.0
01-40-8016-00 PROFESSIONAL SERVICES	9,400.00	75,200.00	127,000.00	51,800.00	59.2
TOTAL PROTECTIVE INSPECTIONS	13,521.45	121,669.76	205,800.00	84,130.24	59.1

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STREETS</u>					
01-45-5010-00 SALARIES	20,485.21	196,081.21	303,000.00	106,918.79	64.7
01-45-5010-03 OVERTIME	.00	655.81	7,000.00	6,344.19	9.4
01-45-5015-00 PART-TIME SALARIES	.00	13,170.15	15,000.00	1,829.85	87.8
01-45-5050-00 PAYROLL TAXES	1,506.92	15,654.45	26,000.00	10,345.55	60.2
01-45-5060-00 RETIREMENT FUND	1,211.59	11,883.33	19,000.00	7,116.67	62.5
01-45-5065-00 HEALTH INSURANCE	5,740.25	51,849.67	82,000.00	30,150.33	63.2
01-45-5070-00 WORKMEN'S COMPENSATION	1,670.88	15,389.28	19,100.00	3,710.72	80.6
01-45-6010-00 UTILITIES	405.87	5,143.91	10,000.00	4,856.09	51.4
01-45-6015-00 UTILITIES - STREET LIGHTIN	14,713.97	124,197.25	243,000.00	118,802.75	51.1
01-45-6505-00 OFFICE EXPENSE	.00	.00	600.00	600.00	.0
01-45-6510-00 TELEPHONE	429.91	2,889.28	3,600.00	710.72	80.3
01-45-6511-00 TRAINING	.00	370.00	1,500.00	1,130.00	24.7
01-45-6515-00 DUES & SUBSCRIPTIONS	.00	.00	1,500.00	1,500.00	.0
01-45-6518-00 CLEANING SUPPLIES	95.11	933.17	1,600.00	666.83	58.3
01-45-6522-00 INSURANCE AND BONDS	560.91	21,560.91	29,700.00	8,139.09	72.6
01-45-6524-00 GAS & OIL	2,880.70	13,230.01	14,000.00	769.99	94.5
01-45-6526-00 OPERATING SUPPLIES	987.84	4,241.23	4,500.00	258.77	94.3
01-45-6530-00 SNOW AND ICE REMOVAL	.00	8,864.14	35,000.00	26,135.86	25.3
01-45-6532-00 TRASH SERVICE	53,886.99	435,957.79	640,000.00	204,042.21	68.1
01-45-6534-00 WEED CONTROL	.00	732.16	2,500.00	1,767.84	29.3
01-45-6536-00 STREET SIGNS	213.60	1,690.20	3,500.00	1,809.80	48.3
01-45-6544-03 EQUIPMENT	.00	.00	4,000.00	4,000.00	.0
01-45-6544-06 HOLIDAY DECORATIONS	.00	1,406.86	7,500.00	6,093.14	18.8
01-45-6544-07 TOOLS	33.49	334.78	2,500.00	2,165.22	13.4
01-45-6544-09 SAFETY EQUIPMENT	.00	595.21	4,000.00	3,404.79	14.9
01-45-7020-00 REP & MAINT - EQUIP & BLDG	2,163.38	12,003.62	25,000.00	12,996.38	48.0
01-45-7030-00 REPAIR & MAINT. BLDGS.	128.99	950.08	3,000.00	2,049.92	31.7
01-45-8012-00 COMPUTER PROFESSIONAL SERVICES	219.95	1,689.65	1,200.00	( 489.65)	140.8
01-45-8016-00 PROFESSIONAL SERVICES	30.95	2,372.36	3,000.00	627.64	79.1
TOTAL STREETS	107,366.51	943,846.51	1,512,300.00	568,453.49	62.4

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CEMETERY</u>					
01-50-5015-00 SALARIES	.00	7,615.83	12,000.00	4,384.17	63.5
01-50-5050-00 PAYROLL TAXES	.00	582.67	1,000.00	417.33	58.3
01-50-5070-00 WORKMEN'S COMPENSATION	.00	2,161.80	1,500.00	( 661.80)	144.1
01-50-6513-00 PUBLISHING	.00	.00	300.00	300.00	.0
01-50-6522-00 INSURANCE	.00	1,600.00	2,200.00	600.00	72.7
01-50-6524-00 GAS & OIL	.00	.00	1,900.00	1,900.00	.0
01-50-6526-00 SUPPLIES	25.00	812.49	2,200.00	1,387.51	36.9
01-50-6533-00 TREE TRIMMING	.00	4,000.00	4,000.00	.00	100.0
01-50-6534-00 FERTILIZER & WEED CONTROL	1,050.00	4,702.25	5,000.00	297.75	94.1
01-50-6544-03 SPINTRIMMER	.00	71.58	800.00	728.42	9.0
01-50-6544-05 TOOLS	55.52	78.01	400.00	321.99	19.5
01-50-6544-06 TREES	.00	1,230.00	2,000.00	770.00	61.5
01-50-7020-00 REPAIRS AND MAINTENANCE	320.33	3,309.70	3,500.00	190.30	94.6
01-50-7025-00 SPRINKLER REPAIR	14.63	2,131.81	3,700.00	1,568.19	57.6
01-50-8016-00 PROFESSIONAL SERVICES	.00	.00	500.00	500.00	.0
TOTAL CEMETERY	1,465.48	28,296.14	41,000.00	12,703.86	69.0
<u>ANIMAL CONTROL</u>					
01-55-5010-00 SALARIES	3,818.00	38,111.01	50,000.00	11,888.99	76.2
01-55-5010-03 OVERTIME	.00	.00	500.00	500.00	.0
01-55-5050-00 PAYROLL TAXES	284.60	2,848.45	3,900.00	1,051.55	73.0
01-55-5060-00 RET BEN	161.72	1,614.27	2,200.00	585.73	73.4
01-55-5065-00 HEALTH BEN	759.97	6,788.69	12,000.00	5,211.31	56.6
01-55-5070-00 WORKMENS COMPENSATION	69.62	641.22	1,800.00	1,158.78	35.6
01-55-6522-00 INSURANCE	.00	2,800.00	4,100.00	1,300.00	68.3
01-55-6524-00 GAS AND OIL	81.81	1,731.17	2,000.00	268.83	86.6
01-55-6526-00 SUPPLIES	.00	224.76	1,200.00	975.24	18.7
01-55-7020-00 REPAIR & MAINTENANCE	16.18	1,283.02	1,500.00	216.98	85.5
01-55-7030-00 WEED/NUISANCE CONTROL	( 3,528.75)	3,183.57	9,000.00	5,816.43	35.4
01-55-8016-00 PROFESSIONAL SERVICES	1,275.00	5,350.00	7,000.00	1,650.00	76.4
TOTAL ANIMAL CONTROL	2,938.15	64,576.16	95,200.00	30,623.84	67.8
<u>SENIOR COORDINATOR PROGRAM</u>					
01-60-5015-00 PART-TIME SALARIES	3,184.16	31,787.75	41,800.00	10,012.25	76.1
01-60-5050-00 PAYROLL TAXES	236.12	2,364.80	3,200.00	835.20	73.9
01-60-5065-00 HEALTH INSURANCE	695.71	6,215.01	8,500.00	2,284.99	73.1
01-60-5070-00 WORKMEN'S COMPENSATION	69.62	641.22	1,200.00	558.78	53.4
01-60-6010-00 UTILITIES	404.89	3,145.21	4,500.00	1,354.79	69.9
01-60-6510-00 TELEPHONE	118.52	948.33	1,500.00	551.67	63.2
01-60-6520-00 MILEAGE	139.88	1,871.60	3,200.00	1,328.40	58.5
01-60-6522-00 INSURANCE	.00	4,304.75	4,000.00	( 304.75)	107.6
01-60-7020-00 REPAIR & MAINTENANCE	379.14	3,457.65	5,700.00	2,242.35	60.7
TOTAL SENIOR COORDINATOR PROGRAM	5,228.04	54,736.32	73,600.00	18,863.68	74.4

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS</u>					
01-65-5015-00 PART-TIME SALARIES	.00	15,192.90	22,000.00	6,807.10	69.1
01-65-5050-00 PAYROLL TAXES	.00	1,018.70	1,800.00	781.30	56.6
01-65-5070-00 WORKMEN'S COMPENSATION	139.24	1,282.44	2,000.00	717.56	64.1
01-65-6010-00 UTILITIES	247.21	1,962.15	7,000.00	5,037.85	28.0
01-65-6511-00 TRAINING	.00	.00	500.00	500.00	.0
01-65-6522-00 INSURANCE AND BONDS	.00	1,800.00	2,400.00	600.00	75.0
01-65-6524-00 GAS AND OIL	29.24	1,504.29	1,800.00	295.71	83.6
01-65-6526-00 SUPPLIES	20.41	1,163.75	2,500.00	1,336.25	46.6
01-65-6534-00 FERTILIZER AND WEED CONTROL	.00	6,838.02	13,000.00	6,161.98	52.6
01-65-6542-00 PORTA-LETS	197.82	989.10	2,200.00	1,210.90	45.0
01-65-6544-01 MOWER	.00	.00	1,000.00	1,000.00	.0
01-65-6544-02 SPIN TRIMMER	.00	767.91	800.00	32.09	96.0
01-65-7020-00 REPAIRS AND MAINTENANCE	.00	5,504.28	5,000.00	( 504.28)	110.1
01-65-7025-00 SPRINKLER REPAIRS	.00	1,236.26	5,000.00	3,763.74	24.7
TOTAL PARKS	633.92	39,259.80	67,000.00	27,740.20	58.6
<u>LIBRARY</u>					
01-70-7000-00 TOWN SUPPORT-LIBRARY	37,500.00	337,500.00	450,000.00	112,500.00	75.0
TOTAL LIBRARY	37,500.00	337,500.00	450,000.00	112,500.00	75.0
<u>DEPARTMENT 75</u>					
01-75-6526-00 COMMUNITY CENTER SUPPLIES	76.13	1,203.03	6,000.00	4,796.97	20.1
01-75-7020-00 COMMUNITY CENTER REPAIR	682.33	4,059.08	9,000.00	4,940.92	45.1
01-75-7025-00 COMMUNITY CENTER UTILITIES	404.89	3,145.20	6,500.00	3,354.80	48.4
01-75-7031-00 DOWNTOWN BEAUTIFICATION	308.03	11,485.15	27,000.00	15,514.85	42.5
01-75-7040-00 OWNERS REP/YMCA - REC. CENTER	.00	34,310.75	250,000.00	215,689.25	13.7
01-75-7041-00 GRANT MATCH	.00	.00	5,000.00	5,000.00	.0
01-75-7051-00 MUSEUM IMPR.	.00	.00	25,000.00	25,000.00	.0
01-75-7054-00 TOWN HALL IMPROVEMENTS	.00	1,874.43	8,000.00	6,125.57	23.4
01-75-7055-00 ECONOMIC DEVELOPMENT CONT.	.00	7,000.00	7,000.00	.00	100.0
01-75-7056-00 CITIZEN/BUSINESS OUTREACH COOR	.00	.00	12,000.00	12,000.00	.0
01-75-7066-00 WEB SITE CONSULTANT	.00	4,046.99	8,900.00	4,853.01	45.5
01-75-7070-00 BARBEQUE DAYS CONTRIBUTION	.00	30,000.00	30,000.00	.00	100.0
01-75-7080-00 MOSQUITO SPRAYING	3,069.00	18,414.00	19,000.00	586.00	96.9
01-75-7090-00 INSURANCE DEDUCTIBLES	1,000.00	2,907.16	17,000.00	14,092.84	17.1
01-75-7100-00 SEPARATION BENEFITS	.00	.00	365,400.00	365,400.00	.0
01-75-7125-00 GROUNDS MAINTENANCE	678.00	3,011.97	16,000.00	12,988.03	18.8
01-75-7129-00 NEWSLETTER/COMMUNICATION	.00	1,526.26	10,000.00	8,473.74	15.3
01-75-7130-00 TOWN HALL MAINT. AGREEMENT	859.49	3,101.36	5,000.00	1,898.64	62.0
01-75-7131-00 SAFETY AWARD PROGRAM	.00	.00	2,500.00	2,500.00	.0
01-75-7133-00 DOWNTOWN FACADE GRANT PROGRAM	.00	7,485.37	5,000.00	( 2,485.37)	149.7
01-75-7137-00 402 INTERCHANGE BEN. ANALYSIS	.00	.00	45,000.00	45,000.00	.0
TOTAL DEPARTMENT 75	7,077.87	133,570.75	879,300.00	745,729.25	15.2

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TRANSFERS OUT</u>					
01-80-7040-00 TRANSFER WATER FUND	.00	57,354.48	187,700.00	130,345.52	30.6
01-80-7050-00 TRANSFER - CONTINGENT FUND	200,000.00	200,000.00	225,000.00	25,000.00	88.9
01-80-7056-00 COMMUNITY RECREATION CENTER	.00	.00	22,000,000.00	22,000,000.00	.0
01-80-7080-00 TRANSFER TO DEVELOPERS COST	.00	.00	25,000.00	25,000.00	.0
01-80-7081-00 FUNDING I-25 IMPROVEMENTS	.00	13,676.73	16,000.00	2,323.27	85.5
01-80-7110-00 SALES TAX REFUND	.00	203,173.15	320,000.00	116,826.85	63.5
01-80-7115-00 TRANSFER TO EQPT. REPLACEMENT	.00	.00	1,000,000.00	1,000,000.00	.0
TOTAL TRANSFERS OUT	200,000.00	474,204.36	23,773,700.00	23,299,495.64	2.0
TOTAL FUND EXPENDITURES	582,636.80	4,336,512.92	30,183,600.00	25,847,087.08	14.4
NET REVENUE OVER EXPENDITURES	367,219.12	8,399,299.52	( 19,979,800.00)	( 28,379,099.52)	42.0

TOWN OF JOHNSTOWN  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2018

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
02-00-4310-00 WATER CHARGES	445,292.42	2,401,535.78	2,500,000.00	98,464.22	96.1
02-00-4320-00 WATER TAP FEES	47,162.10	455,617.06	.00	( 455,617.06)	.0
02-00-4322-00 RAW WATER DEV. FEE	78,606.05	756,510.52	.00	( 756,510.52)	.0
02-00-4325-00 WATER REFUNDS	( 1,333.04)	( 11,332.34)	.00	11,332.34	.0
02-00-4330-00 MISCELLANEOUS	16,243.02	256,285.30	150,000.00	( 106,285.30)	170.9
02-00-4610-00 EARNINGS ON INVESTMENTS	14,476.41	138,712.73	71,000.00	( 67,712.73)	195.4
02-00-4830-00 TRANSFER FROM GENERAL FUND	.00	57,354.48	187,700.00	130,345.52	30.6
TOTAL SOURCE 00	600,446.96	4,054,683.53	2,908,700.00	( 1,145,983.53)	139.4
TOTAL FUND REVENUE	600,446.96	4,054,683.53	2,908,700.00	( 1,145,983.53)	139.4

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2018

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
02-25-5010-00 SALARIES	3,084.74	32,678.69	65,000.00	32,321.31	50.3
02-25-5010-03 OVERTIME	.00	.00	300.00	300.00	.0
02-25-5015-00 PART-TIME SALARIES	313.72	3,335.93	7,500.00	4,164.07	44.5
02-25-5020-00 JANITORIAL SALARIES	216.67	1,933.36	2,700.00	766.64	71.6
02-25-5025-00 MANAGER	2,268.74	22,643.77	29,700.00	7,056.23	76.2
02-25-5050-00 PAYROLL TAXES	389.65	4,356.56	8,000.00	3,643.44	54.5
02-25-5060-00 RETIREMENT FUND	312.96	4,294.76	8,100.00	3,805.24	53.0
02-25-5065-00 HEALTH INSURANCE	1,056.51	9,962.96	16,000.00	6,037.04	62.3
02-25-5070-00 WORKMEN'S COMPENSATION	69.62	641.22	1,000.00	358.78	64.1
02-25-6010-00 UTILITIES	248.85	1,669.95	3,500.00	1,830.05	47.7
02-25-6505-00 OFFICE EXPENSE	.00	893.60	3,600.00	2,706.40	24.8
02-25-6506-00 UTILITY BILL MAILING	707.67	5,604.13	8,300.00	2,695.87	67.5
02-25-6507-00 BILL PRESENTMENT	2,962.52	2,962.52	10,000.00	7,037.48	29.6
02-25-6510-00 TELEPHONE	134.20	1,070.83	1,700.00	629.17	63.0
02-25-6511-00 TRAINING & MEETINGS	.00	.00	500.00	500.00	.0
02-25-6513-00 PUBLISHING	.00	27.00	1,000.00	973.00	2.7
02-25-6515-00 DUES AND SUBSCRIPTIONS	.00	2,229.00	2,700.00	471.00	82.6
02-25-6518-00 CLEANING SUPPLIES	229.09	837.89	1,000.00	162.11	83.8
02-25-6520-00 MILEAGE & EXPENSES	.00	175.89	500.00	324.11	35.2
02-25-6522-00 INSURANCE & BONDS	.00	4,700.00	7,000.00	2,300.00	67.1
02-25-6544-02 CAPITAL OUTLAY - COMP. SOFT	.00	2,700.00	3,200.00	500.00	84.4
02-25-6544-04 COMPUTER	.00	.00	1,200.00	1,200.00	.0
02-25-6544-07 MISCELLANEOUS OFFICE	.00	.00	300.00	300.00	.0
02-25-7020-00 REPAIR & MAINT.	.00	486.08	1,000.00	513.92	48.6
02-25-8010-00 AUDIT	.00	1,500.00	3,000.00	1,500.00	50.0
02-25-8011-00 PROF. SERV.-WATER ADJUDICATION	46.00	5,399.26	30,000.00	24,600.74	18.0
02-25-8012-00 COMP. PROFESSIONAL SERVICES	1,026.05	7,465.61	8,300.00	834.39	90.0
02-25-8014-00 LEGAL	372.00	10,903.25	6,000.00	( 4,903.25)	181.7
02-25-8016-00 SALARY STUDY FEES	.00	.00	700.00	700.00	.0
02-25-8017-00 PROFESSIONAL SERVICES	2,182.10	21,469.48	25,000.00	3,530.52	85.9
02-25-9028-00 COMMUNICATIONS	.00	13.50	3,000.00	2,986.50	.5
 TOTAL ADMINISTRATION	 15,621.09	 149,955.24	 259,800.00	 109,844.76	 57.7

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2018

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS - WATER FUND</u>					
02-70-5010-00 SALARIES	13,692.96	141,880.97	235,000.00	93,119.03	60.4
02-70-5010-03 OVERTIME	192.51	2,694.18	10,000.00	7,305.82	26.9
02-70-5015-00 PART TIME SALARIES	.00	2,177.70	2,600.00	422.30	83.8
02-70-5050-00 PAYROLL TAXES	1,020.65	10,802.40	18,900.00	8,097.60	57.2
02-70-5060-00 RETIREMENT FUND	671.88	6,609.88	13,500.00	6,890.12	49.0
02-70-5065-00 HEALTH INSURANCE	4,155.67	36,987.27	65,000.00	28,012.73	56.9
02-70-5070-00 WORKMEN'S COMPENSATION	870.25	6,934.35	8,000.00	1,065.65	86.7
02-70-6010-00 UTILITIES	24,463.98	143,741.62	205,000.00	61,258.38	70.1
02-70-6510-00 TELEPHONE	596.03	4,784.71	8,300.00	3,515.29	57.7
02-70-6511-00 TRAINING	.00	1,846.48	4,000.00	2,153.52	46.2
02-70-6518-00 CLEANING SUPPLIES	95.11	827.07	1,600.00	772.93	51.7
02-70-6522-00 INSURANCE	.00	21,255.00	27,400.00	6,145.00	77.6
02-70-6524-00 GAS AND OIL	252.73	7,768.16	8,800.00	1,031.84	88.3
02-70-6526-00 CHEMICALS	23,991.75	116,990.35	160,000.00	43,009.65	73.1
02-70-6527-00 SUPPLIES-SAFETY EQPT.	.00	540.27	2,500.00	1,959.73	21.6
02-70-6528-00 OPERATING SUPPLIES	897.64	4,048.00	10,400.00	6,352.00	38.9
02-70-6544-01 METER UPGRADE	.00	40,042.74	75,000.00	34,957.26	53.4
02-70-6544-02 TOOLS	398.17	810.79	6,500.00	5,689.21	12.5
02-70-6544-07 TESTING EQUIPMENT	.00	.00	4,200.00	4,200.00	.0
02-70-6544-08 VEHICLE-PURCHASE	.00	.00	18,500.00	18,500.00	.0
02-70-6544-13 WATER PLANT IMPROVEMENTS	.00	23,012.61	65,000.00	41,987.39	35.4
02-70-6544-19 DAF SATURATOR SYSTEM	.00	.00	65,000.00	65,000.00	.0
02-70-6544-22 WATERLINE REPLACEMENT	.00	.00	33,000.00	33,000.00	.0
02-70-6544-29 INSTRUMENTATION UPGRADES	.00	2,601.22	50,000.00	47,398.78	5.2
02-70-6544-36 FIRE HYDRANT REPAIRS	.00	392.70	42,000.00	41,607.30	.9
02-70-7015-00 R&M WATERLINES	.00	4,433.52	30,000.00	25,566.48	14.8
02-70-7020-00 REPAIRS & MAINTENANCE	.00	14,868.51	80,000.00	65,131.49	18.6
02-70-7022-00 VEHICLE REPAIRS	488.89	2,774.43	3,500.00	725.57	79.3
02-70-7030-00 PURCHASED WATER	.00	29.00	12,700.00	12,671.00	.2
02-70-7031-00 CWCWD EMERGENCY CONNECTION	586.00	4,730.90	7,100.00	2,369.10	66.6
02-70-7035-00 WATER ASSESSMENT	23,238.65	111,608.25	118,000.00	6,391.75	94.6
02-70-7090-00 INSURANCE DEDUCTIBLES	270.57	1,517.23	10,000.00	8,482.77	15.2
02-70-8012-00 PROFESSIONAL SERVICES	1,077.82	13,930.39	50,000.00	36,069.61	27.9
 TOTAL OPERATIONS - WATER FUND	 96,961.26	 730,640.70	 1,451,500.00	 720,859.30	 50.3
 TOTAL FUND EXPENDITURES	 112,582.35	 880,595.94	 1,711,300.00	 830,704.06	 51.5
 NET REVENUE OVER EXPENDITURES	 487,864.61	 3,174,087.59	 1,197,400.00	 ( 1,976,687.59)	 285.1



TOWN OF JOHNSTOWN  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2018

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
03-00-4310-00 SEWER CHARGES	161,564.68	1,429,421.65	1,825,000.00	395,578.35	78.3
03-00-4320-00 SEWER TAP FEES	4,300.00	128,500.00	.00	( 128,500.00)	.0
03-00-4330-00 MISCELLANEOUS	1,350.00	17,123.35	10,000.00	( 7,123.35)	171.2
03-00-4610-00 EARNINGS ON INVESTMENTS	3,749.13	44,333.31	50,000.00	5,666.69	88.7
TOTAL SOURCE 00	170,963.81	1,619,378.31	1,885,000.00	265,621.69	85.9
TOTAL FUND REVENUE	170,963.81	1,619,378.31	1,885,000.00	265,621.69	85.9

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2018

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PERSONNEL</u>					
03-25-5010-00 SALARIES	4,491.42	42,160.23	80,000.00	37,839.77	52.7
03-25-5010-03 OVERTIME	.00	.00	500.00	500.00	.0
03-25-5015-00 PART-TIME SALARIES	313.72	3,335.93	7,500.00	4,164.07	44.5
03-25-5020-00 JANITORIAL SALARIES	216.66	1,933.28	2,600.00	666.72	74.4
03-25-5025-00 MANAGER SALARIES	4,404.04	43,955.70	57,100.00	13,144.30	77.0
03-25-5050-00 PAYROLL TAXES	623.91	6,644.74	11,200.00	4,555.26	59.3
03-25-5060-00 RETIREMENT FUND	493.00	6,926.50	11,600.00	4,673.50	59.7
03-25-5065-00 HEALTH INSURANCE	1,580.61	13,599.68	24,200.00	10,600.32	56.2
03-25-5070-00 WORKMEN'S COMPENSATION	69.62	641.22	800.00	158.78	80.2
03-25-6010-00 UTILITIES - TOWN HALL	311.07	2,087.45	4,400.00	2,312.55	47.4
03-25-6505-00 OFFICE EXPENSES	.00	284.55	3,200.00	2,915.45	8.9
03-25-6506-00 UTILITY BILL MAILING	707.66	5,604.09	7,800.00	2,195.91	71.9
03-25-6507-00 ON LINE BILL PRESENTMENT	.00	.00	8,000.00	8,000.00	.0
03-25-6510-00 TELEPHONE	134.20	1,070.83	1,800.00	729.17	59.5
03-25-6511-00 TRAINING & MEETINGS	.00	.00	700.00	700.00	.0
03-25-6515-00 DUES & SUBSCRIPTIONS	.00	.00	500.00	500.00	.0
03-25-6518-00 CLEANING SUPPLIES	67.37	932.70	1,100.00	167.30	84.8
03-25-6520-00 MILEAGE & EXPENSES	.00	141.97	500.00	358.03	28.4
03-25-6522-00 INSURANCE & BONDS	.00	4,900.00	7,200.00	2,300.00	68.1
03-25-6544-02 COMPUTER SOFTWARE	.00	.00	3,200.00	3,200.00	.0
03-25-6544-04 CAPITAL OUTLAY - COMPUTER	.00	.00	1,500.00	1,500.00	.0
03-25-6544-07 MISCELLANEOUS OFFICE	.00	.00	400.00	400.00	.0
03-25-7020-00 REPAIR & MAINTENANCE	.00	388.91	800.00	411.09	48.6
03-25-8010-00 AUDIT	.00	1,500.00	5,000.00	3,500.00	30.0
03-25-8012-00 PROFESSIONAL SERVICES	444.05	6,637.95	7,000.00	362.05	94.8
03-25-8014-00 LEGAL	108.50	1,116.00	16,000.00	14,884.00	7.0
03-25-8016-00 SALARY STUDY	.00	.00	800.00	800.00	.0
03-25-8017-00 PROFESSIONAL SERVICES - ENG.	.00	18,150.00	30,000.00	11,850.00	60.5
TOTAL PERSONNEL	13,965.83	162,011.73	295,400.00	133,388.27	54.8

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2018

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS - SEWER FUND</u>					
03-70-5010-00 SALARIES	16,735.82	166,498.36	280,000.00	113,501.64	59.5
03-70-5010-03 OVERTIME PAY	235.29	3,180.65	10,000.00	6,819.35	31.8
03-70-5050-00 PAYROLL TAXES	1,247.46	12,476.57	22,200.00	9,723.43	56.2
03-70-5060-00 RETIREMENT FUND	821.14	8,078.40	16,500.00	8,421.60	49.0
03-70-5065-00 HEALTH INSURANCE	5,079.13	45,206.65	81,000.00	35,793.35	55.8
03-70-5070-00 WORKMEN'S COMPENSATION	591.77	4,369.47	8,900.00	4,530.53	49.1
03-70-6010-00 UTILITIES	16,471.96	157,052.54	220,000.00	62,947.46	71.4
03-70-6510-00 TELEPHONE	598.65	4,918.96	6,500.00	1,581.04	75.7
03-70-6511-00 TRAINING	.00	145.00	3,300.00	3,155.00	4.4
03-70-6518-00 CLEANING SUPPLIES	95.11	827.07	1,500.00	672.93	55.1
03-70-6522-00 INSURANCE	.00	21,855.02	29,300.00	7,444.98	74.6
03-70-6524-00 GAS AND OIL	252.73	7,221.01	9,100.00	1,878.99	79.4
03-70-6525-00 GIS MAPPING	.00	.00	25,000.00	25,000.00	.0
03-70-6526-00 CHEMICALS	17,529.82	103,473.26	120,000.00	16,526.74	86.2
03-70-6527-00 SUPPLIES-SAFETY EQPT.	.00	.00	3,500.00	3,500.00	.0
03-70-6528-00 OPERATING SUPPLIES	754.65	3,134.94	10,000.00	6,865.06	31.4
03-70-6544-02 TOOLS	.00	283.66	3,500.00	3,216.34	8.1
03-70-6544-03 VEHICLE	.00	.00	19,000.00	19,000.00	.0
03-70-6544-04 MANHOLE INSTALLATION	22,920.00	22,920.00	50,000.00	27,080.00	45.8
03-70-6544-10 SEWERLINE REPLACEMENT	.00	.00	20,000.00	20,000.00	.0
03-70-6544-16 INSTRUMENTATION UPGRADES	.00	.00	140,000.00	140,000.00	.0
03-70-6544-20 LOW POINT - IMPROVEMENTS	.00	2,460.00	400,000.00	397,540.00	.6
03-70-7015-00 REPAIRS & MAINT - MAINS	1,089.28	10,130.54	20,000.00	9,869.46	50.7
03-70-7020-00 REPAIRS & MAINTENANCE	6,930.00	68,217.02	120,000.00	51,782.98	56.9
03-70-7022-00 VEHICLE REPAIRS	721.51	1,448.79	3,000.00	1,551.21	48.3
03-70-7023-00 WEED CONTROL/GROUND MAINT.	.00	1,928.40	3,000.00	1,071.60	64.3
03-70-7025-00 SEWERLINE CLEANING	.00	.00	45,000.00	45,000.00	.0
03-70-7090-00 INSURANCE DEDUCTIBLES	.00	1,000.00	7,500.00	6,500.00	13.3
03-70-8012-00 PROFESSIONAL SERVICES	8,970.38	35,691.25	50,000.00	14,308.75	71.4
TOTAL OPERATIONS - SEWER FUND	101,044.70	682,517.56	1,727,800.00	1,045,282.44	39.5
TOTAL FUND EXPENDITURES	115,010.53	844,529.29	2,023,200.00	1,178,670.71	41.7
NET REVENUE OVER EXPENDITURES	55,953.28	774,849.02	( 138,200.00)	( 913,049.02)	560.7

TOWN OF JOHNSTOWN  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2018

CONSERVATION TRUST

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
05-00-4070-00 COLORADO LOTTERY	17,060.27	57,116.57	70,000.00	12,883.43	81.6
05-00-4110-00 PARK FEES	5,000.00	52,000.00	62,500.00	10,500.00	83.2
05-00-4130-00 LARIMER COUNTY USE TAX	10,715.30	85,669.36	90,000.00	4,330.64	95.2
05-00-4330-00 OTHER	43.75	1,055.94	5,000.00	3,944.06	21.1
05-00-4610-00 CT-EARNINGS ON INVEST.	2,278.35	12,820.13	9,000.00	( 3,820.13)	142.5
TOTAL SOURCE 00	35,097.67	208,662.00	236,500.00	27,838.00	88.2
TOTAL FUND REVENUE	35,097.67	208,662.00	236,500.00	27,838.00	88.2

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2018

CONSERVATION TRUST

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
05-70-6533-00 TREE TRIMMING	4,800.00	4,951.19	6,000.00	1,048.81	82.5
05-70-6544-01 CAPITAL - TREES	.00	.00	7,000.00	7,000.00	.0
05-70-6545-00 EDDIE ARAGON PARK	.00	1,466.57	5,000.00	3,533.43	29.3
05-70-6546-00 SUNRISE PARK	.00	.00	4,000.00	4,000.00	.0
05-70-6547-00 PARISH PARK	.00	29.61	4,000.00	3,970.39	.7
05-70-6548-00 HAYS PARK	.00	47.44	6,000.00	5,952.56	.8
05-70-6549-00 PIONEER RIDGE PARK	.00	110.00	4,000.00	3,890.00	2.8
05-70-6550-00 ROLLING HILLS RANCH PARK	.00	.00	4,000.00	4,000.00	.0
05-70-6551-00 JOHNSTOWN LAKE PARK	511.43	5,592.93	8,000.00	2,407.07	69.9
05-70-6553-00 CLEARVIEW PARK	.00	105,846.40	165,000.00	59,153.60	64.2
05-70-7020-00 REPAIR & MAINT.	90.00	332.50	6,000.00	5,667.50	5.5
TOTAL DEPARTMENT 70	5,401.43	118,376.64	219,000.00	100,623.36	54.1
TOTAL FUND EXPENDITURES	5,401.43	118,376.64	219,000.00	100,623.36	54.1
NET REVENUE OVER EXPENDITURES	29,696.24	90,285.36	17,500.00	( 72,785.36)	515.9

TOWN OF JOHNSTOWN  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2018

CONTINGENT FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
06-00-4110-00 TRANSFER FROM GENERAL FUND	.00	.00	225,000.00	225,000.00	.0
06-00-4610-00 CF-EARNINGS ON INVESTMENTS	2,582.97	19,382.00	7,200.00	( 12,182.00)	269.2
	<u>2,582.97</u>	<u>19,382.00</u>	<u>232,200.00</u>	<u>212,818.00</u>	<u>8.4</u>
TOTAL SOURCE 00	2,582.97	19,382.00	232,200.00	212,818.00	8.4
	<u>2,582.97</u>	<u>19,382.00</u>	<u>232,200.00</u>	<u>212,818.00</u>	<u>8.4</u>
TOTAL FUND REVENUE	2,582.97	19,382.00	232,200.00	212,818.00	8.4

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2018

CONTINGENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
06-70-6544-00 TRANSFER TO BANK FUND	.00	7,390.40	1,855,500.00	1,848,109.60	.4
TOTAL DEPARTMENT 70	.00	7,390.40	1,855,500.00	1,848,109.60	.4
TOTAL FUND EXPENDITURES	.00	7,390.40	1,855,500.00	1,848,109.60	.4
NET REVENUE OVER EXPENDITURES	2,582.97	11,991.60	( 1,623,300.00)	( 1,635,291.60)	.7

TOWN OF JOHNSTOWN  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2018

CEMETERY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
07-00-4310-00 CEMETERY LOTS AND CARE	90.00	2,970.00	3,000.00	30.00	99.0
07-00-4610-00 CP-EARNINGS ON INVESTMENTS	327.82	1,792.74	900.00	( 892.74)	199.2
TOTAL SOURCE 00	417.82	4,762.74	3,900.00	( 862.74)	122.1
TOTAL FUND REVENUE	417.82	4,762.74	3,900.00	( 862.74)	122.1
NET REVENUE OVER EXPENDITURES	417.82	4,762.74	3,900.00	( 862.74)	122.1



TOWN OF JOHNSTOWN  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2018

EQUIPMENT REPLACEMENT FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
09-00-4110-00 TRANSFER FROM GENERAL FUND	.00	.00	1,000,000.00	1,000,000.00	.0
09-00-4610-00 EARNINGS ON INVESTMENTS	2,836.90	20,836.76	5,000.00	( 15,836.76)	416.7
	<u>2,836.90</u>	<u>20,836.76</u>	<u>1,005,000.00</u>	<u>984,163.24</u>	<u>2.1</u>
TOTAL SOURCE 00	2,836.90	20,836.76	1,005,000.00	984,163.24	2.1
	<u>2,836.90</u>	<u>20,836.76</u>	<u>1,005,000.00</u>	<u>984,163.24</u>	<u>2.1</u>
TOTAL FUND REVENUE	2,836.90	20,836.76	1,005,000.00	984,163.24	2.1
	<u>2,836.90</u>	<u>20,836.76</u>	<u>1,005,000.00</u>	<u>984,163.24</u>	<u>2.1</u>

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2018

EQUIPMENT REPLACEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
09-70-6544-03 GRADER ROLL OVER	.00	18,900.00	18,900.00	.00	100.0
09-70-6544-04 POLICE VEHICLE	34,412.82	98,413.08	99,500.00	1,086.92	98.9
09-70-6544-07 PUBLIC WORKS EQUIPMENT	14,613.30	87,685.65	133,000.00	45,314.35	65.9
09-70-6544-10 COMPUTERS	.00	999.41	5,200.00	4,200.59	19.2
09-70-6544-12 LOADER	.00	19,200.00	19,500.00	300.00	98.5
 TOTAL DEPARTMENT 70	 49,026.12	 225,198.14	 276,100.00	 50,901.86	 81.6
  TOTAL FUND EXPENDITURES	  49,026.12	  225,198.14	  276,100.00	  50,901.86	  81.6
   NET REVENUE OVER EXPENDITURES	   ( 46,189.22)	   ( 204,361.38)	   728,900.00	   933,261.38	   ( 28.0)

TOWN OF JOHNSTOWN  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2018

DRAINAGE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
11-00-4110-00 DRAINAGE FEES	35,971.46	400,131.42	416,000.00	15,868.58	96.2
11-00-4610-00 EARNINGS ON INVESTMENTS	2,971.62	37,845.40	22,500.00	( 15,345.40)	168.2
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
TOTAL SOURCE 00	38,943.08	437,976.82	438,500.00	523.18	99.9
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
TOTAL FUND REVENUE	38,943.08	437,976.82	438,500.00	523.18	99.9
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TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2018

DRAINAGE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
11-25-5010-00 CLERICAL SALARIES	1,521.60	14,635.81	38,900.00	24,264.19	37.6
11-25-5010-03 OVERTIME	.00	.00	100.00	100.00	.0
11-25-5011-00 PART TIME OFFICE	313.72	3,335.86	12,600.00	9,264.14	26.5
11-25-5025-00 MANAGER	2,268.74	22,643.77	29,500.00	6,856.23	76.8
11-25-5050-00 PAYROLL TAXES	272.65	3,019.54	6,300.00	3,280.46	47.9
11-25-5060-00 RETIREMENT FUND	152.28	2,597.54	5,700.00	3,102.46	45.6
11-25-5065-00 HEALTH INSURANCE	775.55	6,931.32	10,200.00	3,268.68	68.0
11-25-5070-00 WORKMAN'S COMPENSATION	69.62	641.22	700.00	58.78	91.6
11-25-6010-00 UTILITIES	108.88	730.65	1,600.00	869.35	45.7
11-25-6505-00 OFFICE SUPPLIES	90.65	353.33	800.00	446.67	44.2
11-25-6506-00 UTILITY BILL MAILING	707.66	5,604.09	7,900.00	2,295.91	70.9
11-25-6507-00 ON LINE BILL PRESENTMENT	.00	.00	2,300.00	2,300.00	.0
11-25-6510-00 TELEPHONE	.00	.00	800.00	800.00	.0
11-25-6522-00 INSURANCE AND BONDS	.00	1,950.00	2,800.00	850.00	69.6
11-25-6544-04 COMPUTER SOFTWARE	.00	.00	3,500.00	3,500.00	.0
11-25-7020-00 MAINTENANCE AND REPAIRS	.00	312.72	500.00	187.28	62.5
11-25-8010-00 AUDIT	.00	1,000.00	2,500.00	1,500.00	40.0
11-25-8012-00 COMPUTER PROF. SERVICES	257.25	3,335.25	3,700.00	364.75	90.1
11-25-8014-00 LEGAL	.00	1,445.75	2,200.00	754.25	65.7
11-25-8017-00 PROFESSIONAL SERVICES	.00	.00	1,500.00	1,500.00	.0
TOTAL ADMINISTRATION	6,538.60	68,536.85	134,100.00	65,563.15	51.1
<u>OPERATIONS</u>					
11-70-5010-00 SALARIES	2,839.55	17,840.46	63,200.00	45,359.54	28.2
11-70-5010-03 OVERTIME	.00	.00	600.00	600.00	.0
11-70-5050-00 PAYROLL TAXES	208.18	1,283.63	4,900.00	3,616.37	26.2
11-70-5060-00 RETIREMENT FUND	120.26	755.56	4,200.00	3,444.44	18.0
11-70-5065-00 HEALTH INSURANCE	840.57	7,374.12	24,000.00	16,625.88	30.7
11-70-5070-00 WORKMEN'S COMPENSATION	208.86	1,923.66	1,900.00	( 23.66)	101.3
11-70-6510-00 TELEPHONE	17.18	568.22	900.00	331.78	63.1
11-70-6511-00 TRAINING	.00	.00	600.00	600.00	.0
11-70-6522-00 INSURANCE	.00	3,700.00	5,000.00	1,300.00	74.0
11-70-6524-00 GAS & OIL	.00	2,047.02	2,000.00	( 47.02)	102.4
11-70-6526-00 OPERATING SUPPLIES	37.11	327.55	1,000.00	672.45	32.8
11-70-6544-06 INFRASTRUCTURE REPAIR	.00	.00	20,000.00	20,000.00	.0
11-70-7020-00 REPAIR & MAINTENANCE	4,066.55	4,066.55	1,000.00	( 3,066.55)	406.7
11-70-7022-00 VEHICLE REPAIRS	.00	.00	800.00	800.00	.0
11-70-7024-00 INLET REPLACEMENT	.00	.00	20,000.00	20,000.00	.0
11-70-7026-00 CURB/GUTTER REPLACEMENT	.00	17,017.50	70,000.00	52,982.50	24.3
TOTAL OPERATIONS	8,338.26	56,904.27	220,100.00	163,195.73	25.9
TOTAL FUND EXPENDITURES	14,876.86	125,441.12	354,200.00	228,758.88	35.4
NET REVENUE OVER EXPENDITURES	24,066.22	312,535.70	84,300.00	( 228,235.70)	370.7

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2018

LIBRARY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
14-00-5010-00 LIBRARY- SALARIES	24,103.04	233,067.86	398,000.00	164,932.14	58.6
14-00-5050-00 LIBRARY-PAYROLL TAXES	1,821.40	17,705.43	48,000.00	30,294.57	36.9
14-00-5065-00 HEALTH INS.	500.00	4,154.90	10,000.00	5,845.10	41.6
14-00-5070-00 WORKMENS COMPENSATION	69.62	641.22	4,000.00	3,358.78	16.0
14-00-6522-00 INSURANCE AND BONDS	.00	2,850.00	.00	( 2,850.00)	.0
TOTAL DEPARTMENT 00	26,494.06	258,419.41	460,000.00	201,580.59	56.2
TOTAL FUND EXPENDITURES	26,494.06	258,419.41	460,000.00	201,580.59	56.2
NET REVENUE OVER EXPENDITURES	( 26,494.06)	( 258,419.41)	( 460,000.00)	( 201,580.59)	( 56.2)

TOWN OF JOHNSTOWN  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2018

CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
15-00-4060-00 USE TAX	68,946.42	2,267,310.48	1,000,000.00	( 1,267,310.48)	226.7
15-00-4610-00 EARNINGS ON INVESTMENTS	20,564.24	149,017.91	65,000.00	( 84,017.91)	229.3
<b>TOTAL SOURCE 00</b>	<b>89,510.66</b>	<b>2,416,328.39</b>	<b>1,065,000.00</b>	<b>( 1,351,328.39)</b>	<b>226.9</b>
 <u>SOURCE 01</u>					
15-01-4530-00 DEVELOPER REIMBURSEMENT	.00	.00	60,000.00	60,000.00	.0
<b>TOTAL SOURCE 01</b>	<b>.00</b>	<b>.00</b>	<b>60,000.00</b>	<b>60,000.00</b>	<b>.0</b>
 <b>TOTAL FUND REVENUE</b>	 <b>89,510.66</b>	 <b>2,416,328.39</b>	 <b>1,125,000.00</b>	 <b>( 1,291,328.39)</b>	 <b>214.8</b>

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2018

CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
15-70-7020-00 STREET REPAIR & MAINT.	9,493.00	276,949.06	350,000.00	73,050.94	79.1
15-70-7022-00 ALLEY IMPROVEMENTS	.00	.00	2,000.00	2,000.00	.0
15-70-7035-00 COMMUNITY CENTER IMPROVEMENTS	.00	.00	5,000.00	5,000.00	.0
15-70-7045-00 STREETLIGHTS	.00	.00	5,000.00	5,000.00	.0
15-70-7047-00 SIGNS	1,274.00	1,979.00	5,000.00	3,021.00	39.6
15-70-7055-00 ENGINEERING/ARCHITECTURAL	377.97	197,242.74	1,200,000.00	1,002,757.26	16.4
15-70-7062-00 COMMUNITY RECREATION CENTER	.00	995,297.82	6,000,000.00	5,004,702.18	16.6
15-70-7065-00 SIDEWALK/CURB REPL.	.00	16,377.50	15,000.00	( 1,377.50)	109.2
15-70-7085-00 SHOP IMPROVEMENTS	.00	.00	5,500.00	5,500.00	.0
<b>TOTAL DEPARTMENT 70</b>	<b>11,144.97</b>	<b>1,487,846.12</b>	<b>7,587,500.00</b>	<b>6,099,653.88</b>	<b>19.6</b>
<hr/>					
15-80-7060-00 REBATE	10,692.50	11,487.50	180,000.00	168,512.50	6.4
15-80-7090-00 I-25 GRANT CONTRIBUTION	.00	250,000.00	250,000.00	.00	100.0
<b>TOTAL DEPARTMENT 80</b>	<b>10,692.50</b>	<b>261,487.50</b>	<b>430,000.00</b>	<b>168,512.50</b>	<b>60.8</b>
<hr/>					
<b>TOTAL FUND EXPENDITURES</b>	<b>21,837.47</b>	<b>1,749,333.62</b>	<b>8,017,500.00</b>	<b>6,268,166.38</b>	<b>21.8</b>
<hr/>					
<b>NET REVENUE OVER EXPENDITURES</b>	<b>67,673.19</b>	<b>666,994.77</b>	<b>( 6,892,500.00)</b>	<b>( 7,559,494.77)</b>	<b>9.7</b>

TOWN OF JOHNSTOWN  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2018

JOHNSON'S CORNER IMP. FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
16-00-4070-00 FROM SALES TAX	13,038.38	90,196.64	112,500.00	22,303.36	80.2
16-00-4610-00 EARNINGS ON INVESTMENTS	12.40	24.47	100.00	75.53	24.5
	<u>13,050.78</u>	<u>90,221.11</u>	<u>112,600.00</u>	<u>22,378.89</u>	<u>80.1</u>
TOTAL SOURCE 00					
	<u>13,050.78</u>	<u>90,221.11</u>	<u>112,600.00</u>	<u>22,378.89</u>	<u>80.1</u>
TOTAL FUND REVENUE					
	<u>13,050.78</u>	<u>90,221.11</u>	<u>112,600.00</u>	<u>22,378.89</u>	<u>80.1</u>



TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2018

JOHNSON'S CORNER IMP. FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
16-70-7010-00 CONSTRUCTION	.00	50,000.00	114,900.00	64,900.00	43.5
TOTAL DEPARTMENT 70	.00	50,000.00	114,900.00	64,900.00	43.5
TOTAL FUND EXPENDITURES	.00	50,000.00	114,900.00	64,900.00	43.5
NET REVENUE OVER EXPENDITURES	13,050.78	40,221.11	( 2,300.00)	( 42,521.11)	1748.7

TOWN OF JOHNSTOWN  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2018

IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
17-00-4610-00 EARNINGS ON INVESTMENTS	21,124.28	119,019.66	50,000.00	( 69,019.66)	238.0
TOTAL SOURCE 00	21,124.28	119,019.66	50,000.00	( 69,019.66)	238.0
 SOURCE 01					
17-01-4110-01 TRANSPORATION FAC. DEV. FEE	133,303.50	993,932.15	405,000.00	( 588,932.15)	245.4
17-01-4110-02 POLICE FACILTIES DEV. FEE	20,232.71	224,337.30	132,000.00	( 92,337.30)	170.0
17-01-4110-03 PUBLIC FACILITIES DEV. FEE	58,634.49	519,020.19	28,000.00	( 491,020.19)	1853.6
17-01-4110-04 PARKS & OPEN SPACE DEV. FEE	11,730.00	356,554.00	150,000.00	( 206,554.00)	237.7
17-01-4110-05 LIBRARY FACILITIES FEE	9,160.00	255,332.00	100,000.00	( 155,332.00)	255.3
17-01-4110-06 TRAFFIC SIGNAL	278.86	6,967.80	5,000.00	( 1,967.80)	139.4
TOTAL SOURCE 01	233,339.56	2,356,143.44	820,000.00	( 1,536,143.44)	287.3
TOTAL FUND REVENUE	254,463.84	2,475,163.10	870,000.00	( 1,605,163.10)	284.5

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2018

IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
17-70-6544-01 POLICE VEHICLE	32,617.41	92,410.83	93,000.00	589.17	99.4
17-70-6544-15 POLICE EQUIPMENT	.00	8,000.00	33,200.00	25,200.00	24.1
17-70-6544-19 ANNUAL LEASE/UTILITIES	1,842.56	16,036.25	26,500.00	10,463.75	60.5
17-70-6544-20 PEDESTRIAN CROSSING SIGNALS	.00	28,995.00	75,000.00	46,005.00	38.7
17-70-8017-00 PARKS & OPEN - PROFESSIONAL	.00	.00	15,000.00	15,000.00	.0
17-70-8018-00 TRANSPORTATION EXPENDITURES	.00	13,774.37	30,000.00	16,225.63	45.9
 TOTAL DEPARTMENT 70	 34,459.97	 159,216.45	 272,700.00	 113,483.55	 58.4
  TOTAL FUND EXPENDITURES	  34,459.97	  159,216.45	  272,700.00	  113,483.55	  58.4
   NET REVENUE OVER EXPENDITURES	   220,003.87	   2,315,946.65	   597,300.00	   ( 1,718,646.65)	   387.7

TOWN OF JOHNSTOWN  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2018

STREET MAINTENANCE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
20-00-4110-00 STREET MAINTENANCE FEES	28,170.43	249,204.01	305,000.00	55,795.99	81.7
20-00-4610-00 EARNINGS ON INVESTMENTS	387.07	467.80	500.00	32.20	93.6
TOTAL SOURCE 00	28,557.50	249,671.81	305,500.00	55,828.19	81.7
TOTAL FUND REVENUE	28,557.50	249,671.81	305,500.00	55,828.19	81.7

TOWN OF JOHNSTOWN  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2018

STREET MAINTENANCE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
20-70-7020-00 STREET MAINTENANCE	58,260.95	271,494.11	300,000.00	28,505.89	90.5
TOTAL DEPARTMENT 70	58,260.95	271,494.11	300,000.00	28,505.89	90.5
TOTAL FUND EXPENDITURES	58,260.95	271,494.11	300,000.00	28,505.89	90.5
NET REVENUE OVER EXPENDITURES	( 29,703.45)	( 21,822.30)	5,500.00	27,322.30	(396.8)

# **RESOLUTION**

**No. 2018-15**

**TOWN OF JOHNSTOWN, COLORADO**

**RESOLUTION NO. 2018-15**

**APPROVING A USE BY SPECIAL REVIEW FOR DRILLING OF OIL AND GAS WELLS AND CONSTRUCTION OF A TANK BATTERY/ PRODUCTION FACILITY FOR EXTRACTION OIL AND GAS, LLC ON THE CITO TRUST PROPERTY LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, WELD COUNTY, STATE OF COLORADO**

**WHEREAS**, Extraction Oil and Gas, LLC submitted an application for a Use by Special Review to drill and operate eight (8) oil and gas wells and construct a new tank battery/production facility on property known as the Cito Trust Property, more particularly described as the Northwest Quarter of the Northwest Quarter of Section 1, Township 4 North, Range 68 West of the 6<sup>th</sup> Principal Meridian, Weld County, State of Colorado and zoned Planned Unit Development – Residential; and

**WHEREAS**, on May 9, 2018, the Planning and Zoning Commission held a public hearing and voted unanimously to recommend approval of the Use by Special Review subject to certain conditions; and

**WHEREAS**, on July 2, 2018, the Town Council held a public hearing concerning Extraction Oil and Gas, LLC's application for a Use by Special Review; and

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

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

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO, THAT** Extraction Oil and Gas, LLC's ("Operator") application for a Use by Special Review to drill and operate eight (8) oil and gas wells and construct a tank battery/production facility on the Cito Trust Property, more particularly described as the Northwest Quarter of the Northwest Quarter of Section 1, Township 4 North, Range 68 West of the 6<sup>th</sup> Principal Meridian, Weld County, State of Colorado (the "Site"), is hereby approved subject to the following conditions:

1. The Operator shall comply with the Town of Johnstown ("Town") and State of Colorado regulations.
2. The Operator shall obtain a building permit issued by the Town and pay applicable use tax for permanent improvements, which include, but are not limited to, all pipelines.
3. The Operator shall obtain an access permit (right-of-way work permit) issued by the Town prior to connecting and/or upgrading access to County Road 50.
4. The Operator shall ensure that the existing gravel road surface on County Road 50 is maintained and periodically cleaned of operation-related mud and debris, in the manner and on the time frame directed by Town staff.
5. The Operator shall provide contact information for the person responsible for the Site.
6. The Operator shall utilize the street address to the driveway access for the Site assigned by the Town.
7. The Operator shall direct all lighting sources away from residential development.
8. Due to the proximity to residential development, the Operator shall assess the ambient noise levels near the surrounding homes and provide appropriate noise mitigation during drilling and fracturing operations.
9. The Operator shall provide for permanent visual screening of the Site. The adequacy of screening is subject to Town staff approval, and construction should be coordinated with the property owner.
10. The Operator shall call for utility locates prior to subgrade work.
11. The Operator shall coordinate with the Harry Lateral Ditch Company regarding protection of the ditch at crossings.

PASSED, SIGNED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

**ATTEST:**

**TOWN OF JOHNSTOWN, COLORADO**

By: \_\_\_\_\_  
Diana Seele, Town Clerk

By: \_\_\_\_\_  
Scott James, Mayor



**AGENDA ITEM 9A**

**WATER**

**AND**

**SEWER**

**SERVICE AGREEMENT**

**(Carrier West at Iron Horse)**

## TOWN COUNCIL AGENDA COMMUNICATION

---

**AGENDA DATE:** October 15, 2018

**ITEM NUMBER:** 9A

**SUBJECT:** Consider Water and Sewer Service Agreement for Carrier West at Iron Horse

**ACTION PROPOSED:** Consider Approval of Water and Sewer Service Agreement for Carrier West at Iron Horse.

**PRESENTED BY:** Town Attorney

---

**AGENDA ITEM DESCRIPTION:** In compliance with the Town's water rights dedication ordinance, L&C FTC, LLC submitted to the Town a Water and Sewer Demand Analysis on or about June 4, 2018, and it has been accepted by the Town upon a review by the Town's Water Resources Engineer. Based upon the analysis with the proposed construction of an office/warehouse building, the average in-building water demand for Carrier West at Iron Horse is calculated to be 0.76 ±acre-feet per year. The landscaping (raw water) irrigation demand is calculated to be 1.18±acre-feet per year.

The total water requirement for this project is 1.94± acre-feet per year. Water credits for the in-building demand and the irrigation will come from Gerrard Family Limited Partnership LLLP and Thompson Ranch Development Company who previously dedicated water rights into a "water bank" under a prior agreement with the Town.

---

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

---

**FINANCIAL ADVICE:** N/A

---

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

---

**SUGGESTED MOTIONS:**

**For Approval:** I move to approve the Water and Sewer Service Agreement for Carrier West at Iron Horse and authorize the Mayor to sign it.

**For Denial:** I move to deny approval of the Water and Sewer Service Agreement for Carrier West at Iron Horse.

---

**Reviewed:**

---

# **AGREEMENT**

## WATER AND SEWER SERVICE AGREEMENT

THIS WATER AND SEWER SERVICE AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between **L&C FTC, LLC**, a Colorado Limited Liability Corporation (“Developer”) and **THE TOWN OF JOHNSTOWN**, a Colorado municipal corporation, (“Town”), collectively sometimes referred to as the “Parties”.

### WITNESSETH:

WHEREAS, the Developer owns an interest in land comprised of approximately 5.5 acres within the Northeast ¼ of Section 13, Township 5 North, Range 68 West of the 6<sup>th</sup> P.M., also known as Lot 1, Iron Horse Filing 2, more specifically described in the attached Exhibit A (“Subject Property”); and

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

WHEREAS, the Subject Property is being developed and is to be leased as an office and warehouse facility known as Carrier West at Iron Horse (“Project”); and

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

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

**1. Water and Sewer Demand Studies.** In compliance with the Town Water Rights Dedication Ordinance, Chapter 13, Sections 13-61 through 13-72, inclusive, of the Johnstown Municipal Code, as amended, (“Ordinance”), Developer has submitted to the Town a preliminary Water and Sewer Demand Analysis (June 4, 2018) for the Project. Said analysis was received by the Town and is on file with the Town and as modified by the Town’s Water Engineer by memorandum dated June 26, 2018, is hereby accepted by the Town. The analysis provided by Developer addresses the projected water and sewer demands for the Project as follows:

Development Component	Demand (AF/YR)	Consumption (AF/YR)
In-Building	0.76	0.038
Landscape Irrigation (non-potable)	1.18	1.003
Total	1.94	1.041

**2. Water Rights Dedication.**

**a. Potable Supply.** As a result of prior dedications associated with the 2534 Development, there is currently a surplus dedication credit with the Town of approximately 35.07 acre-feet per year of potable water. The Parties and the Gerrard Family Partnership, LLLP and Thompson Ranch Development Company have agreed that this credit shall be applied to meet the potable water demands of the Project. Evidence of the agreement is attached as Exhibit B.

**b. Non-Potable Supply.** As a result of prior dedications associated with the 2534 Development, there is currently a surplus dedication credit with the Town of approximately 188.08 acre-feet per year of non-potable water under shares from the Farmers Canal. The Parties and the Gerrard Family Partnership, LLLP and Thompson Ranch Development Company have agreed that this credit shall be applied to meet the non-potable water demands of the Project. Evidence of the agreement is attached as Exhibit B.

**3. Commitment to serve.** Subject to Developer's performance of all the covenants contained herein and payment of all required fees, the Town commits to provide to the Project up to 0.76 acre-feet per year of potable water supply together with the corresponding sewer service and up to 1.18 acre-feet per year non-potable water supply for landscape irrigation.

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

**5. Payment of Water Court Transfer fees.** The Water Court transfer fee for both the potable water supply and non-potable water supply was previously paid to the Town as part of the 2534 Water Bank. However, in accordance with the Ordinance, additional fees may be required in connection with future development of any property to which all or any portion of the surplus dedication credit is subsequently assigned pursuant to a future mutual agreement of the Parties in accordance with the Town's Ordinance.

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

TO DEVELOPER:

Roger Lee  
L&C FTC, LLC  
4800 Osage Street  
Denver, CO 80221

TO THE TOWN:

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

WITH A COPY TO  
THE TOWN ATTORNEYS:

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

Peter J. Ampe  
Hill & Robbins, P.C.  
1660 Lincoln St., Suite 2720  
Denver, CO 80264

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

**8. Default.** In the event of default by either Party hereunder the non-defaulting Party shall notify the defaulting Party in writing of such default(s), specifying the nature and extent thereof. If such default is not cured within thirty (30) days and the non-defaulting Party desires to seek recourse, the Parties shall participate in mediation, the costs of which shall be shared equally by both Parties. If mediation is not successful after a ninety-day period, either Party may then commence an action in a court of competent jurisdiction in Larimer County, Colorado, and shall be entitled to such remedies as are provided by law, including the Town's ordinances.

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

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

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

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

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

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

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

**16. Entire agreement and Authorization.** This Agreement constitutes the entire agreement between the Parties related to the subject matter hereof and any prior agreements pertaining thereto whether oral or written have been merged or integrated into this Agreement. Each of the undersigned represents to the others that he/she is authorized by his/her respective entity to execute this Agreement on behalf of that entity.

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

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

*Signatures follow on separate pages*

L&C FTC, LLC, a Colorado limited liability company

By: Roger A. Lee  
Roger A. Lee, Member

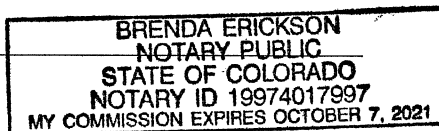
STATE OF COLORADO     )  
COUNTY OF Denver     ) ss

The foregoing instrument was acknowledged before me this 18 day of Sept, 2018 by Roger A. Lee as Member of L&C FTC, LLC, a Colorado limited liability company.

Witness my hand and official seal.

Brenda Erickson  
Notary Public  
4800 Osage St  
Denver CO 80221  
Address  
303.563.3003  
Telephone

My Commission Expires: \_\_\_\_\_





TOWN OF JOHNSTOWN, COLORADO,  
a municipal corporation

By: \_\_\_\_\_  
Scott James, Mayor

ATTEST:

By: \_\_\_\_\_  
Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Avi Rocklin  
Johnstown Town Attorney

**EXHIBIT A**

Legal Description

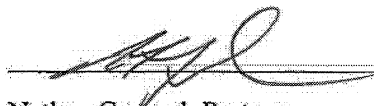
LOT 7, BLOCK 1, IRON HORSE FILING ONE, TOWN OF JOHNSTOWN, COUNTY OF  
LARIMER, STATE OF COLORADO, ACCORDING TO THE PLAT RECORDED  
NOVEMBER 6, 2006 AT RECEPTION NO. 20060083937.

## **EXHIBIT B**

## RAW WATER CREDIT ALLOCATION ACKNOWLEDGMENT

This is to acknowledge and agree that the Town of Johnstown may allocate raw water credit from the Gerrard Family Limited Partnership, LLLP and Thompson Ranch Development Company raw water credit account held by the Town of Johnstown, known as the "2534 Water Bank," to provide water service to the development known as Carrier West, Lot 7, Block 1, Iron Horse Filing One, and any successor occupant of the premises at the same location, pursuant to the Water and Sewer Service Agreement between L&C FTC LLC and the Town of Johnstown dated \_\_\_\_\_, 20\_\_\_\_. The amount of such allocated raw water credit is calculated to be 0.76 acre-feet per year for In-Building Use and 1.18 acre-feet per year for Irrigation Use, subject to adjustment pursuant to the terms of the Water Sewer Service Agreement.

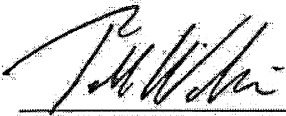
GERRARD FAMILY LIMITED PARTNERSHIP, LLLP



Dated: 9/25/18

Nathan Gerrard, Partner  
Gerrard Family Limited Partnership, LLLP

THOMPSON RANCH DEVELOPMENT COMPANY



Dated: 9/25/18

Todd Williams, Vice President  
Thompson Ranch Development Company

**AGENDA ITEM 9B**

**2018  
SEWER CLEANING  
PROJECT  
(Dale's Environmental Services, LLC)**

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## TOWN COUNCIL AGENDA COMMUNICATION

---

**AGENDA DATE:** October 15, 2018

**ITEM NUMBER:** 9B

**SUBJECT:** Consider Award of Contract for the 2018 Sewer Line Cleaning Project to Dale's Environmental Services, LLC (DES)

**ACTION PROPOSED:** Award Contract to DES

**PRESENTED BY:** Town Manager and Town Attorney

---

**AGENDA ITEM DESCRIPTION:** The 2018 Sewer Cleaning Project will encompass the problem areas of Town as determined by the Water/Wastewater Superintendent. The total length of lines to be cleaned is estimated at ±120,000 linear feet.

*Section 9.1.3 of the Town's Purchasing Procedure Manual provides in part for the following:*

*"Procurement Under Existing Contracts:"* Department Heads and the Town Administrator may contact for services, construction of items of tangible personal property without use of competitive sealed bids or competitive sealed proposals, as follows:

- 9.3.1** "With a vendor which has a current contract or price agreement with the state purchasing agent or central purchasing officer or with another municipality or a county which has or uses an open bid process for the items that are to be procured if the following conditions are met:
- a. The quantity purchased does not exceed the quantity, which may be purchased under the applicable contract; and
  - b. The purchase order adequately identifies the contract relied upon by number, if applicable or by other appropriate references."

DES was the low bidder of the City of Loveland's 2017 sewer cleaning project and was awarded a contract by the City of Loveland on April 5, 2017. City of Loveland renewed the contract for an additional one-year term on April 24, 2018, at a price of \$.30/foot. (refer to attachment). DES will provide Johnstown with the same services per the Loveland specifications at the Loveland unit prices. Using the estimated length quantity and Loveland unit prices the total "not to exceed" cost of the project is as follows:

Sewer cleaning (per linear foot):	(\$0.30)	\$36,000
Video inspection (per lineal foot) + contingency:		<u>\$9,000</u>
<b>Total Cost (not to exceed):</b>		<b>\$45,000</b>

According to the contract, DES will have until November 30, 2018 to complete the cleaning project.

---

**LEGAL ADVICE:** The former Town Attorney drafted the attached agreement.

---

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

---

**RECOMMENDED ACTION:** Award the contract to DES for a total price not to exceed **\$45,000**.

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**SUGGESTED MOTIONS:**

**For Approval:** I move to award the contract for the 2018 Sewer Line Cleaning Project to Dale's Environmental Services, LLC for a total price not to exceed \$45,000 and authorize the Mayor to sign the agreement.

**For Denial:** I move to deny the award of the contract to Dale's Environmental Services, LLC.

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**Reviewed:**

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# **AGREEMENT**



**TOWN OF JOHNSTOWN, COLORADO**

**SANITARY SEWER LINE CLEANING**

THIS CONTRACT entered into at Johnstown, Colorado, this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between the TOWN OF JOHNSTOWN, COLORADO, a Colorado Home Rule Town, with address for notice at 450 S. Parish Ave./ P.O. Box 609, Johnstown, Colorado 80534 hereinafter called and referred to as the Town, and DALE'S ENVIRONMENTAL SERVICES, LLC (DES), with address for notice at P O Box 337660, Greeley, CO 80633 hereinafter called and referred to as Contractor.

**WITNESSETH:**

THAT FOR AND in consideration of the premises, the payments hereinafter provided for, and the mutual covenants, promises, doings, and things hereinafter set forth, the parties hereto do now agree as follows:

1. That the Town does engage the services of Contractor, and Contractor does hereby bind himself unto Town, to perform the following project to Town, to with:

**SANITARY SEWER LINE CLEANING**

for a total price not to exceed Forty-Five thousand and 00/100 Dollars (\$45,000.00), which shall be paid in the following manner:

The bid price shall be payable by Town unto Contractor upon Town's accounts payable cycle following approval by Town of detail invoices from Contractor. Final payment equal to ten percent (10%) of the bid amount shall be paid upon final completion of the work, and acceptance by the Town, and receipt of all lien waivers, and end of period for Notice of Final Payment as published by Town Clerk.

2. That all of Contractor's performance hereunder shall be in a workmanlike manner, and shall be in conformity with the attached specifications for said project, and in accordance with time restrictions and limitations set forth:

The term "Contract documents" means and includes the following:

- (a) Contract and Attachments
- (b) Specifications
- (c) Insurance Certificates and Insurance Requirements

The contractor shall furnish all materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.

3. That within five (5) days of the execution of the contract, the Contractor shall have furnished the Town all of the items required of the Contractor in the Contract

3. That within five (5) days of the execution of the contract, the Contractor shall have furnished the Town all of the items required of the Contractor in the Contract Documents. Upon receiving the required documents, the Town shall issue a Notice to Proceed. Contractor shall then have until November 30, 2018 to complete the project. Failure to complete the project by the specified time shall cause Contractor to be liable to the Town for \$100.00 each day beyond such time period to reimburse Town for its damages for such delay, such amount being difficult to ascertain in advance, and therefore, the Parties agree to the per day damages as liquidated damages and not as a penalty.

This contract shall be and become binding upon, and inure to the benefit of, the parties hereto, their heirs, personal representatives, successors and assigns. Further, this Contract shall be construed and interpreted according to the laws of the State of Colorado and any action to interpret, construe, or enforce the same shall be maintained in the appropriate court in Weld County, Colorado.

Executed as of the date and year as above written.

**TOWN OF JOHNSTOWN, COLORADO**

By \_\_\_\_\_  
Mayor

**ATTEST:**

By \_\_\_\_\_  
Town Clerk

**CONTRACTOR**

By Dale Deman Owner  
(Title)

Attachment A

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

Contractor shall not:

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

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

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

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

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

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

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

ATTACHMENT B



**DALE'S ENVIRONMENTAL SERVICES, LLC**

Locations in Littleton ~ Longmont ~ Greeley

**www.des-dalessenviro.com**

P.O. Box 296 – Morrison, Colorado 80465  
Phone (303) 503-6697

P.O. Box 337660 – Greeley, Colorado 80633  
Phone (970) 371-5251

To: Town of Johnstown

**2018 PRICE LIST**

**DESCRIPTION**

**COST**

Normal Cleaning of 6"-8", 10"-12", 15"-23" and 24" & larger pipe

\$0.30 per foot

Heavy Cleaning of 6"-8", 10"-12", 15"-23" and 24" & larger pipe

\$0.30 per foot

**CITY  
OF  
LOVELAND  
MATERIALS**

**RENEWAL  
Services Contract**

This Renewal is entered into this 24<sup>th</sup> day of April, 2018, *nunc pro tunc* January 1, 2018, by and between the City of Loveland, Colorado ("City") and Dale's Environmental Services, LLC ("Contractor").

Whereas, the parties entered into a contract for Sanitary Sewer Cleaning dated April 5, 2017 ("Contract"); and

Whereas, the Contract expires on December 31, 2017; and

Whereas, the parties desire to renew the Contract for an additional one-year term.

Now, therefore, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. The Contract is hereby renewed for a one-year term effective January 1, 2018, to December 31, 2018.

2. The Contract price for this renewal term shall be an amount not to exceed \$125,000.00.

3. Exhibit A shall remain the same unless an amended Exhibit A is attached to this Renewal. Any such attachments shall be incorporated into the Contract as if fully set forth therein and shall be read to amend Exhibit A only as to specific terms set forth in the attachment, unless the amended Exhibit A sets forth clearly that it replaces Exhibit A in its entirety.

4. All other terms and conditions of the Contract shall remain in full force and effect according to the provisions thereof.

5. This Renewal may be executed by electronic signature in accordance with C.R.S. § 24-71.3-101 *et seq.*

Signed by the parties on the date written above.

City of Loveland, Colorado

By: Joseph J. Benvenuti

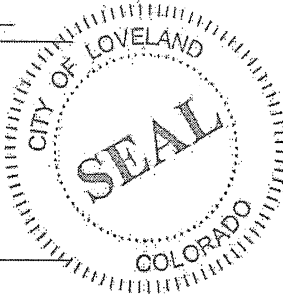
Title: DIRECTOR - WATER & POWER

ATTEST:

Deputy City Clerk

APPROVED AS TO FORM:

Assistant City Attorney



Contractor

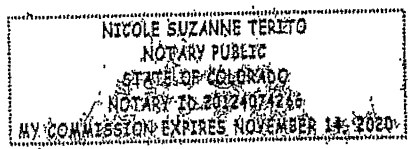
By: *[Signature]*

Title: President

STATE OF COLORADO )  
 ) ss.  
COUNTY OF WELD )

The foregoing Renewal Contract was acknowledged before me this 17 day of APRIL, 2018 by JANELLE FODSE  
(Insert name of individual signing on behalf of Contractor)

SEAL



*[Signature]*  
Notary's official signature

NOV 14, 2020  
Commission expiration date





**DALE'S ENVIRONMENTAL SERVICES, LLC**

**www.des-dalesenviro.com**

P.O. Box 296 – Morrison, Colorado 80465  
Phone (303) 503-6697

P.O. Box 337660 – Greeley, Colorado 80633  
Phone (970) 371-5251

**City of Loveland**

**2018 SCOPE OF SERVICE**

**JET CLEANING OF SANITARY SEWER LINES**

**DESCRIPTION**

**COST**

Jet cleaning.....\$ .30/ft. thirty cents  
all pipe size/diameter

**AGENDA ITEM 9C**

**DISCUSSION**  
**OF**  
**MEMORIAL DONATION**

## TOWN COUNCIL AGENDA COMMUNICATION

---

**AGENDA DATE:** October 15, 2018

**ITEM NUMBER:** 9C

**SUBJECT:** Discussion of Memorial Donation to the Family of Officer Yuri Thomas

**ACTION PROPOSED:** Consider Memorial Donation

**PRESENTED BY:** Mayor James

---

**AGENDA ITEM DESCRIPTION:** Mayor James requested this item be placed on the agenda.

---

**LEGAL ADVICE:** N/A

---

**FINANCIAL ADVICE:** N/A

---

**RECOMMENDED ACTION:** Consider Memorial Donation

---

**SUGGESTED MOTIONS:**

**For Approval:** I move to make a Memorial Donation to the Family of Officer Yuri Thomas in the amount of \$

**For Denial:** I move to deny making a Memorial Donation to the Family of Officer Yuri Thomas.

---

**Reviewed:**

---

## Diana Seele

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**From:** Scott James  
**Sent:** Wednesday, October 03, 2018 6:21 AM  
**To:** Brian Phillips  
**Cc:** Kevin Lemasters; Troy Mellon; Jesse Molinar, Jr.; Chad Young; Amy Tallent; Gary Lebsack; Roy Lauricello; Diana Seele  
**Subject:** Re: Memorial donation for Officer Thomas' family

Roy/Diana,

Kindly place "Discussion of Memorial Donation to the Family of Officer Yuri Thomas" on the agenda for the 10/15 meeting.

THANK YOU!

skj

Scott K. James, Mayor  
Town of Johnstown, Colorado  
970.227.8386

On Oct 2, 2018, at 12:13 PM, Brian Phillips <[BPhillips@townofjohnstown.com](mailto:BPhillips@townofjohnstown.com)> wrote:

Councilman Mellon requested a memorial donation be made to the family of Officer Yuri Thomas. During that discussion, the council directed me to determine what would be the wishes of his wife Nola as to how the proceeds be distributed. Nola has requested that the donation be made out to her and she will later donate a portion of these funds to a scholarship fund honoring Officer Thomas. JPD is currently working with Scheels sporting goods in the formation of an ongoing scholarship fund honoring the memory of Officer Thomas that will be used to help pay for deserving candidates to attend the police academy. I would like to thank you again for your overwhelming support of our officers and their families during this tragic event.

Respectfully,

Brian D. Phillips  
Chief of Police  
Town of Johnstown Police Department  
430 S. Parish Ave.  
Johnstown, CO 80534  
(970)587-5555 x 104  
<image001.jpg>

CONFIDENTIALITY NOTICE: This e-mail contains business-confidential information. It is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are notified that any disclosure, copying, distribution, electronic storage or use of this communication is prohibited. If you received this communication in error, please notify us immediately by e-mail, attaching the original message, and delete the original message from your computer, and any network to which your computer is connected. Thank you.

**AGENDA ITEM 9D**

**EMPLOYMENT  
AGREEMENT  
INTERIM TOWN MANAGER  
(Matthew S. LeCerf)**

## TOWN COUNCIL AGENDA COMMUNICATION

---

**AGENDA DATE:** October 15, 2018

**ITEM NUMBER:** 9D

**SUBJECT:** Employment Agreement for Interim Town Manager with Matthew S. LeCerf

**ACTION PROPOSED:** Approve Employment Agreement for Interim Town Manager with Matthew S. LeCerf

**PRESENTED BY:** Town Attorney, Avi Rocklin

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**AGENDA ITEM DESCRIPTION:** On October 1, 2018, Town Council directed the Town Attorney to prepare an employment agreement with Matthew S. LeCerf ("LeCerf"). The Employment Agreement for Interim Town Manager ("Agreement") provides that LeCerf will be employed by the Town as the Interim Town Manager to perform the functions and duties specified by Colorado law, Article 8 of the Home Rule Charter for the Town of Johnstown, Section 2.45 of the Johnstown Municipal Code and all other applicable laws, ordinances or regulations of the Town of Johnstown. He will also be required to perform all other reasonable functions that Town Council assigns to him.

LeCerf will be paid an annual salary of \$135,000. After 30 days of employment, he will be entitled to participate in the insurance benefits provided to Town employees, including health, dental, vision and life insurance. He will immediately be entitled to participate in the Town's 457 Retirement Plan and the Town will contribute 9.2355% of his salary into the Plan. Based on his request to use his own cell phone and his own vehicle, LeCerf will be paid a monthly stipend of \$350 towards those expenditures. The Town will also pay for LeCerf's membership in CML and his travel expenditures to attend CML meetings. Upon subsequent approval of Town Council, the Town will pay for LeCerf's membership in other national, regional and local organizations that benefit the Town. LeCerf will be entitled to paid-time-off in accordance with the Town's Human Resources Policies and Procedures, dated August 4, 2014.

The term of the Agreement is for six months, commencing on October 15, 2018 and terminating on April 14, 2019. Subsequent thereto, the Agreement will convert to a month-to-month term, with either party entitled to terminate upon 30 days written notice. In addition, the Town has the right to terminate the Agreement for cause by a vote of the majority of the Town Council and has the right to terminate if the Town employs a Permanent Town Manager.

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**LEGAL ADVICE:** The Town Attorney prepared the Town of Johnstown Employment Agreement for Interim Town Manager.

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**FINANCIAL ADVICE:** The Town Treasurer indicated that sufficient funds are available.

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**RECOMMENDED ACTION:** Approve the Town of Johnstown Employment Agreement for Interim Town Manager with Matthew S. LeCerf.

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**SUGGESTED MOTION:**

**For Approval:** I move to approve the Town of Johnstown Employment Agreement for Interim Town Manager with Matthew S. LeCerf and authorize the Mayor to sign it.

**For Denial:** I move to deny approval of the Town of Johnstown Employment Agreement for Interim Town Manager.

# **AGREEMENT**

**TOWN OF JOHNSTOWN EMPLOYMENT AGREEMENT  
FOR INTERIM TOWN MANAGER**

**THIS EMPLOYMENT AGREEMENT FOR INTERIM TOWN MANAGER** (“Agreement”) made this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the **TOWN OF JOHNSTOWN, COLORADO**, a home-rule municipal corporation of the State of Colorado (“Town”), and **MATTHEW S. LECERF** (“LeCerf”), collectively (the “Parties”).

**WHEREAS**, the Town desires to employ Matthew S. LeCerf to serve as the Interim Town Manager for the Town of Johnstown, Colorado; and

**WHEREAS**, LeCerf desires to accept employment as the Interim Town Manager for the Town of Johnstown, Colorado; and

**WHEREAS**, the Town and LeCerf desire to set forth terms and conditions of the employment relationship.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants set forth herein, the Parties hereby agree as follows:

1. Employment and Duties. The Town agrees to employ LeCerf, and LeCerf agrees to accept employment, as Interim Town Manager for the Town of Johnstown to perform the functions and duties specified by Colorado law, Article 8 of the Home Rule Charter for the Town of Johnstown, Section 2.45 of the Johnstown Municipal Code and all other applicable laws, ordinances or regulations of the Town of Johnstown, as adopted and in effect from time-to-time. LeCerf further agrees to perform any other legally permissible and proper functions and duties as the Town Council of the Town shall assign to him. In accepting employment, LeCerf recognizes and agrees that he is being employed by the Town in a temporary position as the Interim Town Manager and that the Town desires and intends to employ a Permanent Town Manager.

2. Compensation. The Town agrees to pay LeCerf an annual salary of \$135,000 for his services as Interim Town Manager, commencing on October 15, 2018, and payable in bi-weekly installments in the same manner and at the same time as other employees of the Town. LeCerf recognizes and agrees that the position of Interim Town Manager is an exempt position under the Fair Labor Standards Act, 29 U.S.C. §201 *et al.* (“Act”), and corresponding Colorado state statutes, rules and regulations, and that LeCerf is not entitled to overtime compensation and is not bound by the record keeping provisions of the Act.

3. Paid Time Off. LeCerf shall be entitled to paid time off, including vacation, personal leave and sick time, at the rate and in the manner set forth in the Town’s Human Resources Policies and Procedures, dated August 4, 2014, as may be amended from time-to-time

4. Insurance Benefits. After the first thirty (30) days of employment, LeCerf shall be entitled to the insurance benefits offered to other employees of the Town, including health, dental,



vision, disability and life insurance benefits, as such benefits are in effect from time-to-time. LeCerf must meet all the terms and conditions required by the individual carries, and pay any employee-required amounts in order to participate in the insurance programs.

5. Retirement. The Town offers a 457 Retirement Plan, and agrees to contribute 9.2355% of LeCerf's bi-weekly salary toward such retirement benefits for and on behalf of LeCerf. In accordance with the terms and conditions of the Town's 457 Retirement Plan, LeCerf may contribute additional amounts toward his retirement benefits.

6. Cell Phone and Vehicle Stipend. In lieu of a Town issued cell phone and use of a Town owned vehicle, LeCerf has requested a monthly stipend to be used toward those expenditures. The Town agrees to pay LeCerf a monthly stipend in the amount of \$350.00 for the purpose of compensating LeCerf for his personal expenses related to his cell phone and his vehicle. As a condition thereof, LeCerf recognizes and agrees that text messages related to Town business may be public records, as defined in C.R.S. § 24-72-202(6), and agrees, to the best of his reasonable ability, not to use the text messaging feature of his personal cell phone to conduct Town business. LeCerf further agrees to maintain automobile liability insurance as required by Colorado law.

7. Term. The Town agrees to employ LeCerf for a six-month term, commencing on October 15, 2018 and terminating on April 14, 2019 ("Initial Term"). Unless either party provides written notice to the other party at least thirty-days prior to the end of the Initial Term that such party does not desire to continue with the employment relationship, this Agreement shall thereafter continue on a month-to-month basis, commencing on the 15<sup>th</sup> day of a given month and terminating on the 14<sup>th</sup> day of the subsequent month. If and when the term of this Agreement converts to month-to-month, either party may terminate the Agreement, and thus the employment relationship, by providing thirty (30) days written notice to the other party.

8. Termination. Notwithstanding Paragraph 7 above, the Town may terminate this Agreement, and thus terminate LeCerf's employment, for cause by a majority vote of the entire Town Council. In addition, the Town may terminate this Agreement upon the employment of a Permanent Town Manager. LeCerf recognizes and agrees that any termination of employment is not subject to the provisions of C.R.S. § 31-4-307, and hereby waives any rights thereunder. Upon the termination of LeCerf's employment with the Town, for any reason, LeCerf shall not be entitled to severance pay and shall not be entitled to the continuation of the Town's insurance and retirement benefits, set forth in Paragraphs 4 and 5 above, except that LeCerf may be entitled to the continuation of health insurance benefits at LeCerf's expense as allowed by law.

9. Extended Absence. If LeCerf is permanently disabled or is otherwise unable to perform the functions and duties set forth in Paragraph 1 for a period of two (2) successive weeks beyond any accrued sick leave, or for fourteen (14) working days over a thirty (30) working day period, the Town shall have the option to terminate this Agreement without prior notice. If so terminated, LeCerf shall be compensated for any accrued, but unpaid, benefits.

10. Dues, Subscriptions and Professional Development. The Town agrees to budget and pay for LeCerf's dues and subscriptions for participation and membership in the Colorado Municipal League ("CML") and for LeCerf's travel expenses to attend CML conferences, programs and seminars. Upon request of LeCerf and approval of Town Council, the Town further agrees to budget and pay for the reasonable dues, subscriptions, and professional fees associated with LeCerf's participation in other national, regional, state, and local associations that benefit the Town and for travel expenses related to attendance at conferences, programs and seminars sponsored by those organizations.

11. Exclusive Services. Town recognizes that LeCerf shall render services to the Town on a full-time basis, without regard to office hours or the Town's normal hours of operation and must devote a great deal of time outside the normal office hours on business for the Town, and, to that end, LeCerf shall be allowed to establish an appropriate work schedule that generally includes presence in the office during normal working hours and, absent extraordinary circumstances, attendance at Town Council meetings and other appropriate meeting and functions. As set forth in Section 8.2 of the Home Rule Charter for the Town of Johnstown, during the period of employment with the Town, LeCerf shall not be an employee of, or perform any services for compensation from, any person or entity other than the Town, unless he has first obtained the approval of a majority of the entire Town Council.

12. Non-Appropriation. Pursuant to Section 29-1-110, C.R.S., as amended, financial obligations of the Town payable as set forth herein, after the current fiscal year, are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. This Agreement shall be terminated effective January 1 of the first fiscal year for which funds are not appropriated.

13. Dispute Resolution. In the event of any dispute arising under this Agreement, the Parties shall submit the matter to mediation prior to commencing legal action. The cost of the mediation shall be split equally between the Parties.

14. Laws. The validity, interpretation, performance, and enforcement of this Agreement shall be governed by the laws of the State of Colorado, and venue shall be in Weld County, Colorado, for any litigation.

15. Amendment. This Agreement may not be amended or modified except by a subsequent written instrument signed by both Parties.

16. Assignment. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the Town and LeCerf. LeCerf shall not be entitled to transfer or assign his interest in this Agreement.

17. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties and supersedes all prior agreements and understandings, written or oral.

18. Severability. If any portion of this Agreement shall be or becomes illegal, invalid or unenforceable in whole or in part for any reason, such provision shall be ineffective only to the extent of such illegality, invalidity or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Agreement. If any court of competent jurisdiction should deem any covenant herein to be invalid, illegal or unenforceable because its scope is considered excessive, such covenant shall be modified so that the scope of the covenant is reduced only to the minimum extent necessary to render the modified covenant valid, legal and enforceable.

19. Return of Records. Upon termination of this Agreement, LeCerf shall return to the Town all records, notes, documents and other items that were used, created or controlled by LeCerf during the term of this Agreement relating to Town business.

20. No Public Official Personal Liability. Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the Town.

21. Insurance Coverage. The Town is insured by the Colorado Intergovernmental Risk Sharing Agency ("CIRSA"). To the extent permitted by law and to the extent provided by the Town's CIRSA coverage, LeCerf shall be defended and indemnified in his actions undertaken in his official capacity by the Town and pursuant to the terms of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 *et seq.* ("CGIA"). LeCerf shall, however, not be indemnified for any act or omission that is willful and wanton as those terms are defined in the CGIA.

22. No Presumption. Each Party acknowledges that it has obtained, or has had the opportunity to obtain, the advice of legal counsel of its own choosing in connection with the negotiation and execution of this Agreement and with respect to all matters set forth herein. Each Party acknowledges that it has carefully read and reviewed the terms of this Agreement. Each Party acknowledges that the entry into and execution of this Agreement is its own free and voluntary act and deed, without compulsion. The Parties agree that this Agreement reflects the joint drafting efforts of all Parties and in the event of any dispute, disagreement or controversy arising from this agreement, the Parties shall be considered joint authors and no provision shall be interpreted against any Party because of authorship.


23. Headings. The headings used herein are for convenience purposes only and shall not limit the meaning of the language contained herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and executed on the day and year first written above.

TOWN OF JOHNSTOWN, COLORADO

MATTHEW S. LECERF

By: \_\_\_\_\_  
Scott James, Mayor

By:   
Matthew S. LeCerf

ATTEST:

By: \_\_\_\_\_  
Diana Seele, Town Clerk

**AGENDA ITEM 9E**

**PURCHASE AND  
SALE AGREEMENT**

**(10 Shares of Home Supply Water)**

## **TOWN COUNCIL AGENDA COMMUNICATION**

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**AGENDA DATE:** October 15, 2018

**ITEM NUMBER:** 9E

**SUBJECT:** Purchase and Sale Agreement for Ten Shares of Capital Stock in the Consolidated Home Supply Ditch and Reservoir Company

**ACTION PROPOSED:** Approve Purchase and Sale Agreement for Ten Shares of Capital Stock in the Consolidated Home Supply Ditch and Reservoir Company

**PRESENTED BY:** Town Attorney, Avi Rocklin, and Mayor Pro Tem Lebsack

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**AGENDA ITEM DESCRIPTION:** The Purchase and Sale Agreement (“Agreement”) reflects that Smilin’ 11, LLC, S. Reid Ludlow and Jean E. Cowles (“Sellers”) agree to sell ten shares of capital stock in the Consolidated Home Supply Ditch and Reservoir Company (“Water Shares”), represented by Certificate No. 6594, to the Town of Johnstown (“Town”). The key terms of the Agreement are as follows:

- The Town agrees to pay a purchase price of \$1,500,000;
- The Town is required to deposit \$15,000 into an escrow account within 3 days of the effective date, on or before October 18, 2018;
- The Town will have 14 days from the effective date of the Agreement to conduct due diligence, by October 29, 2018, and, if not satisfied in that time period, may terminate the Agreement;
- The Sellers will provide an affidavit to the Town at closing regarding historical use and agree to assist the Town in a water change case, if and when such action is commenced;
- Closing will take place approximately 35 days after the effective date, November 12, 2018; and
- Sellers will convey the Water Shares to the Town by special warranty deed and will assign the stock certificate to the Town.

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**LEGAL ADVICE:** The Town Attorney and Town’s Water Attorney reviewed the Purchase and Sale Agreement for Ten Shares of Capital Stock in the Consolidated Home Supply Ditch and Reservoir Company.

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**FINANCIAL ADVICE:** The Town Treasurer indicated that sufficient funds are available.

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**RECOMMENDED ACTION:** Approve the Purchase and Sale Agreement for Ten Shares of Capital Stock in the Consolidated Home Supply Ditch and Reservoir Company.

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**SUGGESTED MOTION:**

**For Approval:** I move to approve the Purchase and Sale Agreement for Ten Shares of Capital Stock in the Consolidated Home Supply Ditch and Reservoir Company and authorize the Mayor to sign it.

**For Denial:** I move to deny approval of the Purchase and Sale Agreement for Ten Shares of Capital Stock in the Consolidated Home Supply Ditch and Reservoir Company.

# **AGREEMENT**

## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement"), dated this \_\_\_\_ day of \_\_\_\_\_, 2018, is by and between **SMILIN' 11, LLC**, a Colorado limited liability company, **S. REID LUDLOW**, an individual, and **JEAN E. COWLES**, an individual (collectively "Sellers") and **THE TOWN OF JOHNSTOWN**, a Colorado municipal corporation ("Purchaser"). Sellers and Purchaser shall be referred to collectively as the "Parties."

### RECITALS

Sellers own ten (10) shares of capital stock in the Consolidated Home Supply Ditch and Reservoir Company represented by Certificate No. 6594 ("Shares"). Sellers desire to sell, and Purchaser desires to buy, the Shares.

### AGREEMENT

In consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers and Purchaser agree as follows.

1. Effective Date. The Effective Date shall be the date when this Agreement has been fully executed by the Parties.
2. Purchase Price. Subject to the terms of this Agreement, Sellers shall sell to Purchaser and Purchaser shall buy from Sellers the Shares. The purchase price for the Shares shall be one million five hundred thousand dollars (\$1,500,000.00) ("Purchase Price").
3. Earnest Money. Within three (3) calendar days of the Effective Date, Purchaser shall deposit fifteen thousand dollars (\$15,000.00) as earnest money ("Earnest Money") into an escrow account held by Land Title Company in Longmont, Colorado ("Title Company") pursuant to a mutually acceptable escrow agreement.
4. Representations and Warranties of Sellers. Sellers represent and warrant to Purchaser that as of the Effective Date and as of Closing:
  - 4.1. Sellers are now and will remain, until the conclusion of Closing, the lawful owners of the Shares;
  - 4.2. The Shares are free and clear of all liens, encumbrances, leases, contracts, assessments, charges, interests or adverse claims of any person or entity claiming title under Sellers, except for ditch company assessments or charges not yet due and owing;
  - 4.3. Sellers have neither abandoned nor intended to abandon the water rights associated with the Shares during their ownership of the Shares;



4.4. The undersigned are duly authorized to enter into this Agreement on behalf of Sellers and to bind Sellers to the terms of this Agreement;

4.5. To the best of Sellers' knowledge, there is no pending or threatened litigation, condemnation or eminent domain action, administrative proceeding or real estate tax protest or proceeding pending or threatened against or affecting the ownership or use of the Water Rights or any portion thereof which may have an adverse effect on the value or use of, or title to the Shares;

4.6. Sellers have full right, power and authority to enter into this Agreement and to perform the obligations hereunder, and this Agreement and all other documentation required by Purchaser hereunder, when duly executed and delivered, shall constitute the valid and binding obligation of Sellers, enforceable in accordance with such terms; and

4.7. Sellers have not retained any broker, agent or finder or agreed to pay any commissions or finders' fees in connection with this Agreement or the transfer of the Shares. Sellers shall indemnify and hold harmless Purchaser from liability for any fees or commissions owing pursuant to this transaction caused by Sellers' breach of this representation.

5. Representations and Warranties of Purchaser. Purchaser represents and warrants to Sellers that as of the Effective Date and as of Closing:

5.1. Purchaser is a governmental entity duly formed and validly existing in the State of Colorado;

5.2. Purchaser's undersigned representative is duly authorized to enter into this Agreement on behalf of Purchaser and to bind Purchaser to the terms of this Agreement;

5.3. Purchaser has all authority necessary to enter into this Agreement, and when executed and delivered, this Agreement shall constitute valid and binding obligations of Purchaser, enforceable in accordance with their terms; and

5.4. Purchaser has not retained any broker, agent or finder or agreed to pay any commissions or finders' fees in connection with this Agreement or the transfer of the Shares. To the extent permitted by law, Purchaser shall indemnify and hold harmless Sellers from liability for any fees or commissions owing pursuant to this transaction caused by Purchaser's breach of this representation.

6. Documents. Within three (3) calendar days of the Effective Date, Sellers shall provide to Purchaser copies of the following documents:

6.1. The front and back of the stock certificate for the Shares;

6.2. A Ditch Company share trace from the Shares;

- 6.3. Any deed or other instrument conveying the water rights associated with the Shares to Sellers;
- 6.4. Any assignment conveying the Shares to Sellers;
- 6.5. Any encumbrance documents; and
- 6.6. Any other evidence of Sellers' title to the Shares reasonably and specifically requested by Purchaser.
- 6.7. Sellers hereby consent to and shall reasonably assist Purchaser in obtaining information relating to mortgages, deeds of trust, encumbrances, liens, taxes, assessments, special assessments or adverse claims on the Shares. Sellers shall authorize any holder of such encumbrances to release information to Purchaser.

7. Additional Assistance.

7.1. Affidavit. Sellers shall cooperate with Purchaser in the preparation of an affidavit related to historical irrigation, including maps and descriptions of crop planting locations ("Affidavit"), and shall deliver an original copy of the fully executed Affidavit to Purchaser on or before Closing.

7.2. Water Change Case. If Purchaser commences or is involved in a water change case related to the Shares subsequent to Closing, Sellers agree to cooperate and participate in such Change Case as reasonably required. For purposes of this paragraph:

7.2.1. The term "participate" means to provide testimony and evidence in any court proceeding required to substantiate the information provided in the Affidavit described above or otherwise required to advance Purchaser's efforts in the water change case; and

7.2.2. The phrase "reasonably required" means Purchaser agrees to make reasonable efforts to restrict any required participation by Sellers to an interview, site inspection, deposition testimony and trial testimony, including but not limited to, preparation for depositions and trial testimony.

8. Inspection Period. Purchaser shall have fourteen (14) calendar days after the Effective Date ("Inspection Period") to conduct a title investigation of the Shares, at Purchaser's sole expense. Purchaser may terminate this Agreement by giving written notice of termination to Sellers prior to the end of the Inspection Period.

8.1. If the notice of termination is given on or before the fourteenth (14th) calendar day after the Effective Date, then the Earnest Money and all interest earned thereon shall be returned to Purchaser, and the Parties shall have no further rights or obligations under this Agreement.

8.2. If Purchaser does not provide notice of termination within the Inspection Period, but Purchaser does not complete Closing for any reason, other than a default in one or more of Sellers' obligations under this Agreement, then Sellers shall have the right to retain the Earnest Money and all interest earned thereon, and the Parties shall have no further rights or obligations under this Agreement.

9. Closing. Subject to the satisfaction of the terms and conditions set forth in this Agreement, the closing on the Shares shall take place thirty-five (35) calendar days after Effective Date, at the offices of the Title Company, or on such other date and at such other place mutually acceptable to the parties.

9.1. At the Closing, Purchaser shall pay to Sellers in certified funds the Purchase Price, less the credit for the Earnest Money and interest accrued on the Earnest Money.

9.2. At the Closing, Sellers shall execute and deliver to Purchaser the following:

9.2.1. The original of Stock Certificate No. 6594 in the Consolidated Home Supply Ditch and Reservoir Company, issued December 12, 2008, for a total of 10 shares.

9.2.2. A special warranty deed in the form attached hereto as **EXHIBIT A** conveying the water rights associated with the Shares to Purchaser, free of all liens, encumbrances and adverse claims.

9.2.3. Stock assignment in the form attached hereto as **EXHIBIT B** assigning the Shares to Purchaser.\_\_\_\_

9.2.4. A statement of authority for Smilin' 11, LLC.

9.2.5. A power of attorney for S. Reid Ludlow.

9.2.6. A power of attorney for Jean E. Cowles.

9.3. "As Is Where Is" Sale. Purchaser and Sellers acknowledge and agree that, except as otherwise provided in this Agreement or in the documents executed at closing described in ¶ 9.2, Purchaser's purchase of the Shares shall be on an "as is, where is" basis; and Sellers have not made, do not make and specifically disclaim any representations, warranties or covenants of any kind or character whatsoever related to the Shares.

10. Fees.

10.1. Purchaser shall pay any applicable stock transfer fee associated with the change of ownership interest on the books of the Consolidated Home Supply Ditch and Reservoir Company.

10.2. Purchaser and Seller shall evenly split the costs of closing charged by the Title Company.

11. Division of Purchase Price. Sellers direct the Title Company divide the funds received pursuant to ¶ 8.1 as follows:

Smilin' 11 LLC	21.601363%
S. Reid Ludlow	38.330503%
Jean E. Cowles	40.068134%
	<hr/>
	100.000000%

12. 1031 Exchange. The Parties understand and agree that this transaction may be part of an Internal Revenue Code Section 1031 Exchange by Sellers. The Parties shall cooperate in taking all actions reasonably necessary in order to qualify this transaction for such treatment provided it does not result in material delay or additional expense, damage or risk to any of the Parties. If Sellers desire to effect a section 1031 exchange, Sellers shall have the right to assign its rights and obligations hereunder to an entity acting as Qualified Intermediary, as that term is used in the Regulations under Section 1031, for purposes of completing the contemplated like-kind exchange, but no such assignment shall have the effect of releasing the assignor from continuing liability for performance of any of its obligations.

13. Survival of Closing. The representations, warranties and covenants, and the mutual agreements described in ¶¶ 4 and 5 shall survive Closing and the delivery and recording of the Special Warranty Deed.

14. Remedies. Time is of the essence. Before a party is deemed in default of this Agreement, the other party must provide written notice of the alleged violation to the defaulting party, and the defaulting party shall have three (3) calendar days thereafter to cure such violation. In the event of default by either party hereunder, the other party shall be entitled to the following remedies, unless otherwise provided in this Agreement:

14.1. If Purchaser defaults in its obligations prior to the purchase of the Shares, Sellers' sole remedy shall be retention of the Earnest Money described in ¶ 3.

14.2. If Sellers breach any covenant or default in their obligations hereunder: a) Purchaser may elect to treat this Agreement as terminated, in which the Earnest Money described in ¶ 3 shall be returned to Purchaser; or b) Purchaser may elect to treat this Agreement as being in full force and effect and Purchaser shall have the right to an action for specific performance and/or damages.

15. Miscellaneous.

15.1. This Agreement embodies the entire understanding and agreement between Purchaser and Sellers regarding the Shares and supersedes any and all prior negotiations, understandings or agreements regarding the subject matter hereof.

15.2. This Agreement can neither be amended nor any rights hereunder waived except by a written instrument signed by the party sought to be charged with such amendment or waiver.

15.3. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado and venue for any action shall be in Weld County, State of Colorado.

15.4. The paragraph headings herein are inserted for convenience of reference only and do not define, limit or prescribe the scope of this Agreement or any exhibit attached hereto.

15.5. The covenants, conditions, representations, and terms contained in this Agreement shall bind and inure to the benefit of Sellers and Purchaser and their respective heirs, distributees, executors, administrators, successors and assigns.

15.6. This Agreement may be executed in counterparts and shall be effective at such time as all parties hereto have executed a counterpart.

15.7. Any notice shall be effective when received by the party or parties. All notices shall be by either: a) certified mail return receipt requested; b) personal delivery; or c) electronic mail to the parties and the parties' representatives at the following addresses or at such other address as the parties may provide in writing:

**To Sellers:**

Smilin' 11 LLC, c/o Greg Ludlow,  
Manager  
S. Reid Ludlow, c/o Greg Ludlow,  
Power of Attorney  
Jean E. Cowles, c/o Greg Ludlow,  
Power of Attorney  
1909 Sundance Drive  
Longmont CO 80501  
greg.ludlow5@gmail.com (email)

**With a copy to:**

Madoline Wallace-Gross  
Lyons Gaddis  
363 Centennial Parkway  
Suite 110  
Louisville, CO 80027  
mwg@lyonsgaddis.com

**To Purchaser:**

Town of Johnstown  
c/o Town Clerk  
P.O. Box 609  
101 Charlotte  
Johnstown, CO 80534  
\_\_\_\_\_ (email)

**With a copy to:**

Avi S. Rocklin  
Johnstown Town Attorney  
1437 N. Denver Avenue #330  
Loveland, CO 80538  
avi@rocklinlaw.com

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

*The remainder of this page intentionally left blank.*

**SELLERS:**

**SMILIN' 11, LLC**

By: [Signature]  
Gregory T. Ludlow, Manager

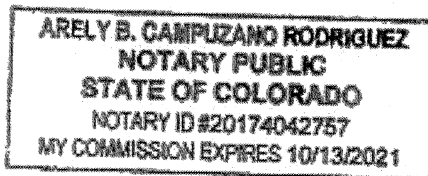
STATE OF COLORADO )  
 ) ss.  
COUNTY OF BOULDER )

Subscribed and sworn to before me this 10<sup>th</sup> day of Oct, 2018, by Gregory T. Ludlow, as the manager of Smilin' 11, LLC.

Witness my hand and official seal.

[Signature]  
Notary Public

My commission expires: 10/13/2021



[Signature]  
Gregory T. Ludlow, as attorney-in-fact for  
S. Reid Ludlow

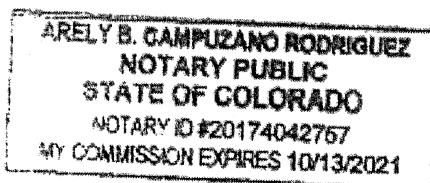
STATE OF COLORADO )  
 ) ss.  
COUNTY OF BOULDER )

Subscribed and sworn to before me this 10<sup>th</sup> day of Oct, 2018, by Gregory T. Ludlow, as attorney in fact for S. Reid Ludlow.

Witness my hand and official seal.

[Signature]  
Notary Public

My commission expires: 10/13/2021



Jean E Cowles by  
Gregory T. Ludlow as attorney in fact  
Gregory T. Ludlow, as attorney-in-fact for  
Jean E. Cowles

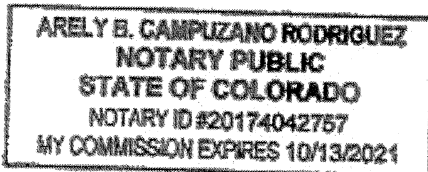
STATE OF COLORADO     )  
  ) ss.  
COUNTY OF BOULDER     )

Subscribed and sworn to before me this 10<sup>th</sup> day of Oct, 2018, by  
Gregory T. Ludlow, as attorney-in-fact for Jean E. Cowles.

Witness my hand and official seal.

[Signature]  
Notary Public

My commission expires: 10/13/21





**PURCHASER:**

**TOWN OF JOHNSTOWN, COLORADO**  
a municipal corporation

By: \_\_\_\_\_  
Scott James, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Town Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Avis S. Rocklin  
Johnstown Town Attorney

**EXHIBIT A**

**SPECIAL WARRANTY DEED**

Grantors, **SMILIN' 11, LLC**, a Colorado limited liability company, whose address is 1909 Sundance Drive, Longmont, CO 80501, County of Boulder, State of Colorado, **S. REID LUDLOW**, an individual, whose address is S. 8121 Ludlow Avenue, Viroqua, WI 54665, County of Vernon, State of Wisconsin, and **JEAN E. COWLES**, an individual, whose address is 3060 E. Flora Place, Denver, CO 80210, County of Denver, State of Colorado ("Grantors"), for the consideration of the sum described in the Purchase and Sale Agreement dated October \_\_, 2018, in hand paid, hereby sell and convey to **THE TOWN OF JOHNSTOWN**, a Colorado municipal corporation, whose address is PO Box 609, 101 Charlotte Street, Johnstown, CO 80534, Counties of Larimer and Weld, State of Colorado, ("Grantee") the following water rights in the Counties of Larimer and Weld, and State of Colorado, to wit:

All water and water rights, ditch and ditch rights, reservoir and reservoir rights associated with 10 shares of stock in the Consolidated Home Supply Ditch Company represented by Certificate No. 3594

appurtenances, and warrants the title against all persons claiming title under Grantors.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

**GRANTORS:**

**SMILIN' 11, LLC**

By: \_\_\_\_\_

Gregory T. Ludlow, Manager

STATE OF COLORADO        )  
  ) ss.  
COUNTY OF BOULDER        )

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by Gregory T. Ludlow, as the manager of Smilin' 11, LLC.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Gregory T. Ludlow, as attorney-in-fact for  
S. Reid Ludlow

STATE OF COLORADO       )  
  ) ss.  
COUNTY OF BOULDER       )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by  
Gregory T. Ludlow, as attorney-in-fact for S. Reid Ludlow.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Gregory T. Ludlow, as attorney-in-fact for  
Jean E. Cowles

STATE OF COLORADO       )  
  ) ss.  
COUNTY OF BOULDER       )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by  
Gregory T. Ludlow, as attorney-in-fact for Jean E. Cowles.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**EXHIBIT B**

**STOCK ASSIGNMENT**

FOR VALUE RECEIVED, **SMILIN' 11, LLC**, **S. REID LUDLOW**, and **JEAN E. COWLES** do hereby sell, assign and transfer to **THE TOWN OF JOHNSTOWN** ten (10) shares of the capital stock in the **CONSOLIDATED HOME SUPPLY DITCH AND RESERVOIR COMPANY**, which stock is standing in the name of the undersigned on the books and records of the company represented by Certificate No. 3594 and do hereby irrevocably constitute and appoint the Secretary of the Company as attorney-in-fact to transfer the said stock on the books of the Company with full power of substitution in the premises.

**SMILIN' 11, LLC**

By: \_\_\_\_\_

Gregory T. Ludlow, Manager

STATE OF COLORADO       )  
  ) ss.  
COUNTY OF BOULDER       )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Gregory T. Ludlow, as the manager of Smilin' 11, LLC.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Gregory T. Ludlow, as attorney-in-fact for  
S. Reid Ludlow

STATE OF COLORADO       )  
                                      ) ss.  
COUNTY OF BOULDER     )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by  
Gregory T. Ludlow, as attorney-in-fact for S. Reid Ludlow.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Gregory T. Ludlow, as attorney-in-fact for  
Jean E. Cowles

STATE OF COLORADO       )  
                                      ) ss.  
COUNTY OF BOULDER     )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by  
Gregory T. Ludlow, as attorney-in-fact for Jean E. Cowles.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**AGENDA ITEM 9F**

**AMENDMENT NO. 1**

**TO**

**PROFESSIONAL SERVICES**

**AGREEMENT**

## **TOWN COUNCIL AGENDA COMMUNICATION**

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**AGENDA DATE:** October 15, 2018

**ITEM NUMBER:** 9F

**SUBJECT:** Consider Approval of Amendment No. 1 to Agreement Between the Town of Johnstown and Adolfson & Peterson Construction– Johnstown Community Recreation Center Construction Project

**ACTION PROPOSED:** Approve Amendment No. 1

**PRESENTED BY:** Town Attorney; Mr. Beau LaCouture, Construction Consulting Owner's Representative

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**AGENDA ITEM DESCRIPTION:** On April 6<sup>th</sup>, 2018 the Town of Johnstown entered into a Standard Form of Agreement Between Owner and Construction Manager with Adolfson & Peterson Construction (Construction Manager/General Contractor) for preconstruction services related to the construction of the Johnstown Community Recreation Center, with the intent to establish a Guaranteed Maximum Price for the construction. Amendment No. 1 to the agreement establishes a Guaranteed Maximum Price for the initial portion of the cost of construction of the facility, to include earthwork and utilities, as well as the Construction Manager's fee. The Guaranteed Maximum Price including the Construction Manager's fee related to this portion of the Work has been established at \$2,808,662.00.

To substantiate the Guaranteed Maximum Price for the initial portion of the Work, Amendment No. 1 includes the following Exhibit to the Agreement (refer to attachments A.1):

\* Exhibit A.1 – Bid Pack 1 GMP

Mr. LaCouture has reviewed the Guaranteed Maximum Price and Exhibit A.1 of Amendment No. 1 to the professional services agreement, and is recommending approval by the Council (refer to attached letter of recommendation).

---

**LEGAL ADVICE:** The Town Attorney has reviewed the Standard Form of Agreement Between Owner and Construction Manager and Amendment No. 1.

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

---

**RECOMMENDED ACTION:** Approve Amendment No. 1 and Exhibits A-G.

---

**SUGGESTED MOTIONS:**

**For Approval:** I move we approve Amendment No.1 (including Exhibit A.1) to the Agreement between the Town of Johnstown and Adolfson & Peterson Construction in an amount not to exceed \$2,808,662.00, and authorize the owner's representative (Mr. LaCouture), with approval from the Town Manager, to approve change orders in an amount not to exceed five percent (5.0 %) of the contract amount and, authorize the Mayor to sign the Amendment.

**For Denial:** I move we deny approval of Amendment No. 1 to the Agreement between the Town of Johnstown and Adolfson & Peterson Construction.

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**Reviewed:**

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**Town Manager**

**BID PACK #1**  
**AMENDMENT RECOMMENDATION**



October 15, 2018

JCRC Bid Pack #1 Amendment Recommendation

Mayor James and Council Members,

It is my recommendation that the Town Council approves the submitted Amendment 1 to the CM/GC (Construction Manager/ General Contractor) Contract with Adolfson & Peterson Construction. After reviewing the Earthwork, Utilities, Surveying and Foundations subcontractor pricing and overall project budget with Adolfson & Peterson and Perkins+Will; I have no reason to doubt that the Town is getting a fair, competitive price from the subcontractors and from Adolfson & Peterson. The subcontractor pricing is in line with the overall project budget and is what was expected at this point in the design process. It has been confirmed that Adolfson & Peterson has competitively bid all the scopes of work that will be subcontracted out with this amendment approval. It has also been confirmed that all of the subcontractors are qualified through Adolfson & Peterson, verifying that they are able to provide quality labor, materials, workmanship and stay on schedule.

The funds for this amendment have already been appropriated to the Recreation Center Project Budget; the purpose of this amendment is to allocate these funds to Adolfson & Peterson's Contract.

Sincerely,



Beau LaCouture

**GURARANTEED  
MAXIMUM  
PRICE AMENDMENT**

# **AIA** Document A133™ – 2009 Exhibit A

## **Guaranteed Maximum Price Amendment**

for the following **PROJECT**:

*(Name and address or location)*

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

### **THE OWNER:**

*(Name, legal status and address)*

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

### **THE CONSTRUCTION MANAGER:**

*(Name, legal status and address)*

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

### **ARTICLE A.1**

#### **§ A.1.1 Guaranteed Maximum Price**

Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement.

**§ A.1.1.1** The Contract Sum is guaranteed by the Construction Manager not to exceed Two Million Eight Hundred Eight Thousand Six Hundred Sixty-Two Dollars (\$2,808,662.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

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

*(Provide below or reference an attachment.)*

Refer to Exhibit A.1 – Bid Pack 1 GMP

**§ A.1.1.3** The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:  
*(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)*

Refer to Exhibit A.1 – Bid Pack 1 GMP

### **ADDITIONS AND DELETIONS:**

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

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

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

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:  
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price (\$0.00)
Refer to Exhibit A.1 – Bid Pack 1 GMP	

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

Refer to Exhibit A.1 – Bid Pack 1 GMP

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

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

§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:  
(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
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§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:  
(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)

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

§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:  
(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

## ARTICLE A.2

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

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
CONSTRUCTION MANAGER (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Printed name and title)

Init.

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

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 18:12:28 on 10/10/2018.

### **PAGE 1**

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

...

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

...

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

...

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Two Million Eight Hundred Eight Thousand Six Hundred Sixty-Two Dollars (\$2,808,662.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

...

Refer to Exhibit A.1 – Bid Pack 1 GMP

...

Refer to Exhibit A.1 – Bid Pack 1 GMP

### **PAGE 2**

Refer to Exhibit A.1 – Bid Pack  
1 GMP

...

Refer to Exhibit A.1 – Bid Pack 1 GMP

## ***Certification of Document's Authenticity***

***AIA® Document D401™ – 2003***

I, Denise Icks , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 18:12:28 on 10/10/2018 under Order No. 6887867071 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ - 2009 Exhibit A, Guaranteed Maximum Price Amendment, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*

**BID PACK #1**  
**ESTIMATED COST**



797 Ventura Street, Aurora, CO 80011

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

Date: 10/10/2018  
 Estimator: Chris Cooper  
 Project SF: 69,143  
 Duration in Months: 17  
 Estimate #: BP1 - Civil Package

### Project Summary Sheet - Estimated Cost of the Work

	BP1 - Early Civil Package	BP1 Comments
Division #0 Procurement and Contracting Requirements	\$131,362	
Division #1 General Requirements	\$457,989	
Division #2 Existing Conditions	\$126,761	
Division #3 Concrete	\$0	
Division #4 Masonry	\$0	
Division #5 Metals	\$0	
Division #6 Wood, Plastics, and Composites	\$0	
Division #7 Thermal and Moisture Protection	\$0	
Division #8 Openings	\$0	
Division #9 Finishes	\$0	
Division #10 Specialties	\$0	
Division #11 Equipment	\$0	
Division #12 Furnishings	\$0	
Division #13 Special Construction	\$0	
Division #14 Conveying Equipment	\$0	
Division #21 Fire Suppression	\$0	
Division #22 Plumbing	\$0	
Division #23 Heating, Ventilating and Air Conditioning	\$0	
Division #25 Integrated Automation	\$0	
Division #26 Electrical	\$0	
Division #27 Communications	\$0	
Division #28 Electronic Safety and Security	\$0	
Division #31 Earthwork	\$847,300	
Division #32 Exterior Improvements	\$0	
Division #33 Utilities	\$448,449	
<b>Subtotal</b>	<b>\$2,011,862</b>	
Utility Tap & Development Fees	By Owner	By Owner
Permit Allowance	N/A	Permit costs by owner
Use Tax	N/A	Project tax exempt
Design Contingency	\$25,148	Reduced design contingency from 2.5% to 1.25% on BP1
Estimate Contingency	\$25,463	Reduced estimate contingency from 2.5% to 1.25% on BP1
Construction Contingency	\$51,562	Construction contingency remains at 2.5%
Builders Risk Insurance	\$51,180	Builders Risk based on \$29.2 mm budget incorporated into BP1
Comprehensive General Liability Insurance	\$334,429	G.L. based on \$29.2 mm budget incorporated into BP1
Sub Bonding Subguard	\$17,070	
Performance, Labor & Material Bond	\$221,774	Bond based on \$29.2 mm budget incorporated into BP1
Escalation Allowance	\$0	Eliminated escalation allowance on BP1
General Contractors Fee	\$70,174	
Preconstruction Services	W/ Amendment #1	Included with amendment #1
<b>Estimated Cost of Construction BP1</b>	<b>\$2,808,662</b>	



**Johnstown Recreation Center**  
Detailed Cost Estimate and Budget Control Document

Item #	Description	Quantity	Unit	Total Unit	Notes / Comments / Clarifications	Total Cost
<b>Division 0 - General Conditions</b>						
00 72 00	AIA General Conditions					
	bp1					
3	General conditions of the contract - BP1	1.50	mt	\$52,544.86		\$78,817
4	Additional duration based on rammed aggregate pier addition	1.00	mt	\$52,544.86		\$52,545
<b>BP1 Total</b>						<b>\$131,362</b>
<b>Division 0 - General Conditions Total</b>						<b>\$131,362</b>
<b>Division 01 - General Requirements</b>						
01 14 00	Work Restrictions					
	bp1					
1	Access to Site				N/A	\$0
2	Coordination with Occupants				N/A	\$0
3	Off-hours work				Not Included	\$0
4	Works in Rights-of-Way				N/A	\$0
5	ROW Permits				N/A	\$0
<b>BP1 Total</b>						<b>\$0</b>
01 33 00	Submittals					
	bp1					
1	Delivery costs / messenger services	17.00	mo	\$50.00		\$850
2	Reproduction costs	30.00	ea	\$200.00		\$6,000
3	Sustainability project requirements				Not Included	\$0
<b>BP1 Total</b>						<b>\$6,850</b>
01 45 00	Quality Control					
	bp1					
1	Independent testing				By Owner	\$0
2	Soil compaction tests				By Owner	\$0
3	Concrete tests				By Owner	\$0
4	Steel weld test / inspections				By Owner	\$0
5	3rd Party envelope consultant				Not Included	\$0
<b>BP1 Total</b>						<b>\$0</b>
01 51 00	Temporary Facilities					
	bp1					
1	Temporary electricity				With Division 26	\$0
2	Temporary heating, cooling and ventilating				With Division 23	\$0
3	Temporary lighting				General lighting by EC	\$0
4	Temporary Water	17.00	mo	\$400.00		\$6,800
5	Sanitary Facilities	136.00	ea	\$95.00		\$12,920
6	Temporary Elevators				N/A	\$0
7	Temporary Hoists				By Trade / Division	\$0
8	Weather protection	6.00	mt/allow	\$33,333.33		\$200,000
9	Dewatering	4.00	mt/allow	\$30,000.00	Increased allowance based on subcontractor input	\$120,000
10	Dumpsters	1.00	ls	\$45,900.00		\$45,900
11	Temporary Cranes				By Trades	\$0
12	Temporary scaffolding and platforms	1.00	allow	\$38,000.00	Dance floor for overhead work at pools	\$38,000
13	Temporary Access Roads				N/A	\$0
14	Temporary Parking Areas				N/A	\$0
15	Temporary Air, Dust, Noise Barriers				N/A	\$0
16	Temporary Fencing	2717.00	lf	\$7.00		\$19,019
17	Temporary Barricades				N/A	\$0
18	Temporary Storage	17.00	mo	\$500.00		\$8,500
19	Environmental protection				Division 31	\$0
20	Project Identification - temporary project signage				With GCs	\$0
<b>BP1 Total</b>						<b>\$451,139</b>
01 30 00	Construction Documentation					
	bp1					
1	Video Monitoring and documentation - Jobsite Webcam				See Price Options for Add Alternate	\$0
2	Site Photos, Cameras, Reproductions				With GCs	\$0
<b>BP1 Total</b>						<b>\$0</b>
<b>Division 01 - General Requirements Total</b>						<b>\$457,989</b>
<b>Division 2 - Existing Conditions</b>						
02 21 00	Surveys					
	bp1					
1	Surveying	1.00	sub	\$55,675.00		\$55,675
2	Horizontal & vertical control				Included	\$0
3	Building corners				Included	\$0
4	Verify overlot grading				Included	\$0
5	Overlot grading				Included	\$0

**Johnstown Recreation Center**  
Detailed Cost Estimate and Budget Control Document

Item #	Description	Quantity	Unit	Total Unit	Notes / Comments / Clarifications	Total Cost
02 21 00	6 Rammed Aggregate Pier Locations				Included	\$0
	7 Utilities				Included	\$0
	8 Sidewalks				Included	\$0
	9 Curb & gutter				Included	\$0
	10 Misc. concrete pads				Included	\$0
	11 Bluetop asphalt paving				Included	\$0
	12 Drilled piers				N/A	\$0
	13 Light pole bases				Included	\$0
	Tree grates/bike racks/benches, all other site amenities				Included	\$0
	15 Interior wall layout				By Trade	\$0
	16 Misc. staking	1.00	ls	\$23,481.12		\$23,481
	17 Robotic Surveying equipment	17.00	mo	\$2,565.00		\$43,605
	18 Certified improvement survey	1.00	ls	\$4,000.00		\$4,000
<b>BP1 Total</b>						<b>\$126,761</b>
<b>Division 2 - Existing Conditions Total</b>						<b>\$126,761</b>
<b>Division 31 - Earthwork</b>						
31 00 00	Earthwork					
	bp1					
	1 Mobilization				Below	\$0
	2 Demolition for new entrances	1.00	sub	\$495,566.26		\$495,566
	3 Asphalt	477.00	sf		Included	\$0
	4 C & G	250.00	lf		Included	\$0
	5 Sidewalk/Concrete pavement	1200.00	sf		Included	\$0
	6 Tree demo				Not Included	\$0
	7 Rock Demo				Not Included	\$0
	8 Rock removal per ton				Not Included	\$0
	9 Vermin removal				Not Included	\$0
	10 Sawcutting				Included	\$0
	11 Site Earthwork				Included	\$0
	12 Locate existing utilities prior to start	1.00	ls	\$4,000.00		\$4,000
	13 Clear/Grub/Stripping	6067.00	cy		Included	\$0
	14 Mass/Overlot Excavation	10650.00	cy		Included	\$0
	15 Export Site	5287.00	cy		Included	\$0
	16 Stockpile topsoil	9120.93	cy		Included	\$0
	17 Respread topsoil for landscaping	9120.93	cy		Included	\$0
	18 Site Prep				Included	\$0
	Scarify, Recondition, Rough grade 12" below sidewalk/paving/asphalt	47625.00	sf		Included	\$0
	20 Rough grade landscape	6550.22	cy		Included	\$0
	21 Rough grade Multipurpose field	75450.00	sf		Included	\$0
	Foundation Excavation/Backfill for site masonry walls	0.00	lf		Included	\$0
	Foundation Excavation/Backfill for site retaining walls	410.00	lf		Included	\$0
	24 Excavate/Backfill trash enclosure	1.00	ls		Included	\$0
	25 Place 8" of 3/4" rock & fabric for pavers	140.00	cy		Included	\$0
	Place class 6 roadbase @ Concrete paving - 6" depth	6255.00	sf		Included	\$0
	27 Grade swale along Parish	370.00	lf	\$7.15		\$2,646
	28 Detention pond				Not Included - project to use Regional MVW pond	\$0
	29 Building Earthwork				Included	\$0
	30 Import structural fill under SOG				Not Included	\$0
	31 Import common fill				Not Included	\$0
	Overexcavate & recondition 3' on-site soils @ building pad	5833.33	cy		Included	\$0
	33 Moisture treat & compact under SOG to 95%	52500.00	sf		Included	\$0
	34 Rough & Fine grade building pad	3845.00	cy		Included	\$0
	Foundation Excavation/Backfill (footings & shallow grade beams)	1680.00	cy		Included - onsite soils for backfill	\$0
	36 Deep grade beam excavation backfill	575.48	cy		Included	\$0
	37 Excavation/Backfill for Pool				Included	\$0
	38 Place 4" of 3/4" dia gravel under SOG	52500.00	sf		Included	\$0
	Misc interior grading, ie slab depressions, footings, steps	52500.00	sf	\$0.15		\$7,875
	40 Perimeter Drain				w/ Div 33 Subdrainage	\$0
	41 Hand Excavation	80.00	hr	\$132.19		\$10,575
	42 Traffic Control	3.00	mo	\$6,778.83		\$20,336
	43 Protection of layout and replcm't as needed	1.00	ls	\$3,010.40		\$3,010
	44 Unclassified soils/excavations				Not Included	\$0
	45 Hazardous wastes				Not Included	\$0
<b>BP1 Total</b>						<b>\$544,008</b>
31 25 00	Erosion and Sedimentation Controls					
	bp1					
	1 Establish Erosion Controls	1.00	sub	\$22,685.25		\$22,685



**Johnstown Recreation Center**  
Detailed Cost Estimate and Budget Control Document

Item #	Description	Quantity	Unit	Total Unit	Notes / Comments / Clarifications	Total Cost
31 25 00	2 Stabilized staging area	7500.00	sf		Included	\$0
	3 Vehicle tracking gravel 8" - 20' x 50'	1.00	ea		Included	\$0
	4 Remove vehicle tracking pad prior to asphalt	1.00	ea	\$1,200.00		\$1,200
	5 Silt fence around site	1800.00	lf		Included	\$0
	6 Silt fence at stockpiled topsoil	750.00	lf	\$1.60		\$1,200
	7 - Maintain silt fence	2550.00	lf	\$3.36		\$8,566
	8 Haybales				Not Included	\$0
	9 Inlet filters	11.00	ea		Included	\$0
	10 Rock Socks	100.00	lf		Included	\$0
	11 Concrete truck washout, maintenance, clean-up	2.00	ls	\$1,100.00		\$2,200
	Truck wash-off location (excavate/backfill pit & set precast grate)	1.00	ea	\$1,500.00		\$1,500
	12 - Cleanout during construction	5.00	ea	\$750.00		\$3,750
	14 Check dams				Not Included	\$0
	15 Water truck for dust control	2.00	mo	\$3,635.76		\$7,272
	16 Protect excavations from run-off	1.00	ls	\$6,262.20		\$6,262
	17 Street cleaning as needed	51.00	day	\$300.00		\$15,300
	Mulch half site 14 days after completion of overlot grading	217972.00	sf	\$0.03		\$6,539
	19 Maintain erosion control during proj	1030.54	hrs	\$78.19		\$80,573
	20 Fugitive dust control permit	1.00	ea	\$200.00		\$200
	Engineered stormwater management permit (Good for 1 year)	1.00	ls	\$750.00		\$750
	22 Engineered stormwater management plan	1.00	ls	\$2,500.00		\$2,500
	23 Engineered stormwater management engineering	1.00	ls	\$3,500.00		\$3,500
	24 SRM - Medium projects - 5-20 Acres	17.00	mo	\$458.53		\$7,795
<b>BP1 Total</b>						<b>\$171,792</b>
31 66 13	<b>Aggregate Piers</b>					
	bp1					
	1 Deep foundation system	1.00	sub	\$78,000.00		\$78,000
	2 Design Bearing Pressure - 5000 psi				Included	\$0
	3 Drillings spoils				Included	\$0
	4 Adequate Depth of Piers				Included	\$0
	5 Piers at Foundations	268.00	ea		Included	\$0
	6 Piers under Slabs on Grade				Not Included	\$0
	7 Piers under Pools	1.00	allow	\$35,000.00	Allowance pending direction of design	\$35,000
	8 Mobilization				Included	\$0
	9 Design & Engineering				Included	\$0
	10 Modulus Load Test	2.00	ea	\$7,000.00	Included	\$14,000
	11 Stockpile spoils				Included	\$0
	12 Survey/Layout piers	1.00	ls	\$4,500.00	Included	\$4,500
	13 Haul off / distribute spoils	350.00	cy		Included	\$0
<b>BP1 Total</b>						<b>\$131,500</b>
<b>Division 31 - Earthwork Total</b>						<b>\$847,300</b>
<b>Division 33 - Utilities</b>						
33 10 00	<b>Water Utilities</b>					
	bp1					
	1 Utility subcontractor	1.00	sub	\$81,074.76		\$81,075
	2 Assume average depth for waterline is 4'6"				Included	\$0
	3 2-1/2" type K copper domestic water service	150.00	lf		Included	\$0
	4 - 2" water meter				By Others	\$0
	5 - Connection to 8" water main in Settlers Way	1.00	ea		Included	\$0
	6 6" PVC Fire Service	150.00	lf		Included	\$0
	7 - Connection to 8" water main in Settlers Way	1.00	ea		Included	\$0
	8 1" Copper line to Trash Enclosure	1.00	ea		Included	\$0
	9 Asphalt remove & replace	285.00	sf		Included	\$0
	10 Sidewalk remove & replace	100.00	sf		Included	\$0
	11 Thrust Blocks	3.00	ea		Included	\$0
	12 Curb & gutter remove & replace	20.00	lf		Included	\$0
	13 Fire Hydrant assembly				By Others	\$0
	14 Locate existing utilities	1.00	ls	\$2,000.00		\$2,000
	15 Landscape irrigation tee 3", meter and stubout				Included	\$0
	16 Extend into building	1.00	ls	\$3,500.00		\$3,500
	17 Chlorine & pressure test	1.00	ls	\$500.00		\$500
	18 Regrade after utility installation	900.00	sf	\$0.20		\$180
	19 Haul off utility spoils	33.33	cy	\$18.00		\$600
	20 Barricades/traffic control	2.00	wk	\$4,424.80		\$8,850
<b>BP1 Total</b>						<b>\$96,704</b>
33 30 00	<b>Sanitary Sewerage Utilities</b>					
	bp1					
	1 Utility subcontractor	1.00	sub	\$18,261.30		\$18,261
	2 Assume average depth for sanitary sewer is 12'				Included	\$0
	3 Locate existing utilities	1.00	ls	\$2,000.00		\$2,000

**Johnstown Recreation Center**  
Detailed Cost Estimate and Budget Control Document

Item #	Description	Quantity	Unit	Total Unit	Notes / Comments / Clarifications	Total Cost
33 30 00	4 8" PVC Sanitary	14.00	lf		Included	\$0
	5 6" PVC Sanitary	342.00	lf		Included	\$0
	6 Cleanouts	2.00	ea		Included	\$0
	7 Manholes				Not Included - not shown or anticipated	\$0
	8 Tie to existing system	1.00	ea		Included	\$0
	9 Flange into building				by Plumbing contractor	\$0
	10 Asphalt remove & replace	20.00	sf	\$19.50		\$390
	11 Curb & gutter remove & replace	15.00	lf	\$53.00		\$795
	12 Regrade after utility installation	1710.00	sf	\$0.20		\$342
	13 Haul off utility spoils	63.33	cy	\$10.00		\$633
	14 Barricades/traffic control	1.50	wk	\$5,424.80		\$8,137
<b>BP1 Total</b>						<b>\$30,559</b>
33 40 00	<b>Storm Drainage Utilities</b>					
	bp1					
	1 Utility subcontractor	1.00	sub	\$304,235.50		\$304,236
	2 Assume average depth for stormline is 12'				Included	\$0
	3 Locate existing utilities	1.00	ls	\$2,000.00		\$2,000
	4 6" PVC Underdrain at Splash Pad/Playgrounds	4.00	ea		Included	\$0
	5 6" PVC Foundation Drain	1048.00	lf		Included	\$0
	6 6" PVC Underdrain at Field w/ Sand	335.00	lf		Included	\$0
	7 6" PVC Storm	61.00	lf		Included	\$0
	8 8" PVC Storm	187.00	lf		Included	\$0
	9 10" PVC Storm	89.00	lf		Included	\$0
	10 12" PVC Storm	229.00	lf		Included	\$0
	11 18" PVC Storm	344.00	lf		Included	\$0
	12 18" RCP	226.00	lf		Included	\$0
	13 24" RCP Storm	1125.00	lf		Included	\$0
	14 30" RCP Storm	87.00	lf		Included	\$0
	15 42" RCP Storm	16.00	lf		Included	\$0
	16 Stub at 6' Manhole	1.00	ea		Included	\$0
	17 Stub at 30" RCP	1.00	ea		Not Included - storm to drain into area drains	\$0
	18 Fittings				Included	\$0
	19 Cleanouts				Included	\$0
	20 Area Drains				Included	\$0
	21 Culverts underneath entrance drives at West swale				Not Included - storm to drain into area drains	\$0
	22 Type R Inlet - 5'	1.00	ea		Included	\$0
	23 Type R Inlet - 10'	2.00	ea		Included	\$0
	24 Combo Inlet	1.00	ea		Included	\$0
	25 6' Manhole	1.00	ea		Included	\$0
	26 4' Manhole	2.00	ea		Included	\$0
	27 Rip-Rap - class 12 in Detention Pond - Allowance				Not Included	\$0
	28 Water quality polisher allowance				Not Included	\$0
	29 Regrade after utility installation	7190.00	sf	\$0.20		\$1,438
	30 Haul off utility spoils	266.30	cy	\$10.00		\$2,663
	31 Barricades/traffic control	2.00	wk	\$5,424.80		\$10,850
<b>BP1 Total</b>						<b>\$321,186</b>
<b>Division 33 - Utilities Total</b>						<b>\$448,449</b>
<b>Grand Total</b>						<b>\$2,011,862</b>



## SUMMARY OF WORK

This estimate for Johnstown Rec Center will include the development of the 10 acre site, a new 2-Story recreation center that is approximately 69,143 square feet, with a natatorium, gymnasium, elevated jog track, childcare facilities, and multipurpose rooms. It is anticipated that construction will start in October of 2018, and work will be completed in March of 2020.

## CLARIFICATIONS AND ASSUMPTIONS

### GENERAL CLARIFICATIONS

- (3) separate contingencies have been included in the estimate:
  - Design Contingency – 1.25% - This contingency is included to cover scope that has not been anticipated at this time, but will be required for completion of design. It is anticipated that this contingency will be reduced to 0% at the time of 100% Construction Documents.
  - Estimate Contingency - 1.25% - This contingency is included to cover estimating inaccuracies. It is anticipated that this contingency will be reduced to 0% at the time of 100% Construction Documents.
  - Construction Contingency – 2.5% - This contingency is included to protect the contractor against the risks assumed in providing a GMP estimate. This contingency is included for the following purposes: estimate inaccuracies, unfavorable bidding from trade contractors, contract default in payment or performance by a subcontractor or supplier, cost of corrective work not provided for elsewhere, other conditions which result in an increase to the cost of the work. This contingency shall not be used for changes in the work or unforeseen conditions.
- The previous escalation allowance has been eliminated.
- This is an estimate for the cost of construction, no land fees, architectural fees, legal fees, land development fees, tap fees, etc. have been included.
- The cost of the building permit has been excluded.
- Sales tax has not been included.
- It is assumed all work will be completed during a standard 40-hour work week. No allowance for overtime or off-hours work has been included.
- This estimate is based on the use of the AIA A133, 2009 edition and the AIA 201, 2007 edition, with A&P's standard contract modifications. Any deviation from these contract terms may result different costs and pricing.

### General Requirements

- An allowance for project weather protection is included for the amount of \$200,000
- An allowance for project dewatering is included for the amount of \$120,000
- An allowance for project scaffolding and platforms is included for the amount of \$38,000



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**Sitework**

- Onsite soils at building pad to be overexcavated and reconditioned to 3' per soils report
- All hardscape surface to have soils scarified and reconditions 12" below grade
- No rock demo and removal is anticipated and is not included

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**Substructure**

- Aggregate piers are based on a design bearing pressure of 5000 psi
- Piers under the pool bodies of water are being carried as a \$35,000 allowance pending direction from design team

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**Services**

- A new 6" fire service is included
- A new 2 1/2" domestic water service is included
- Domestic water meter is by others
- All fire hydrant assemblies are existing and any new hydrants are not included

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**ITEMS BY OTHERS**

- All independent testing and inspections, including commissioning
- All fees associated with utilities will be paid for by the owner (water, electric, gas)
- Any expenses associated with dry utilities and getting them to the site (cable, fiber, power and gas)
- Removal or working with hazardous materials, including asbestos and lead abatement as defined by OSHA.
- All moving costs
- All artwork - purchasing, moving, and installation
- Technology - Computers, Servers, phones, etc. – purchasing, moving and installation
- Furniture, Desks, chairs, tables, moveable casework – purchasing, moving and installation
- Audio / Visual Projectors
- Projection Screens, Smart Boards
- Televisions
- Residential Equipment
- Land Costs
- Legal Fees
- Architectural and Engineering Fees
- Technology – Servers, computers, phones, etc.
- Owner contingency

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**DOCUMENTS**

This estimate is based on the following documents:

- Design Development and Bid Pack 1 drawings dated 09/21/2018
- Specifications dated 09/21/2018
- No Addenda