



Town of Johnstown

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO
Monday, November 21, 2022 at 7:00 PM

MISSION STATEMENT: Enhancing the quality of life of our residents, businesses, and visitors through community focused leadership.

AGENDA

CALL TO ORDER

Pledge of Allegiance

ROLL CALL

AGENDA APPROVAL

SPECIAL PRESENTATIONS

1. Downtown Johnstown Branding & Wayfinding Project | Presentation Regarding Phase 1: Community Outreach & Data Research

PUBLIC COMMENT

Members of the audience are invited to speak at the Council meeting. Public Comment is reserved for citizen comments on items not contained on the Public Hearing portion of the 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.

CONSENT AGENDA

The Consent Agenda is a group of routine matters to be acted on with a single motion and vote. Council or staff may request an item be removed from the Consent Agenda and placed on the Regular Agenda for discussion.

2. November 7, 2022 Town Council Minutes
3. Resolution 2022-45: Certifying Liens to Larimer and Weld Counties
4. October 2022 Financial Statements

TOWN MANAGER REPORT

5. Town Manager's Report

TOWN ATTORNEY REPORT

OLD BUSINESS

NEW BUSINESS

6. Grosboll Cookies LLC Incentive Agreement

The Community That Cares

johnstown.colorado.gov

P: 970.587.4664 | 450 S. Parish Ave, Johnstown CO 80534 | F: 970.587.0141

- [7.](#) Agreement for Professional Services Between Town of Johnstown and Ditesco, LLC for the Johnstown Little Thompson Trail Project
- [8.](#) Agreement Concerning Purchase and Sale of Real Property for Expansion of the Town of Johnstown Water Treatment Plant

PUBLIC HEARING

- [9.](#) Second Public Hearing 2023 Budget

COUNCIL REPORTS AND COMMENTS

MAYOR'S COMMENTS

INFORMATIONAL ITEMS

- [10.](#) Informational Items

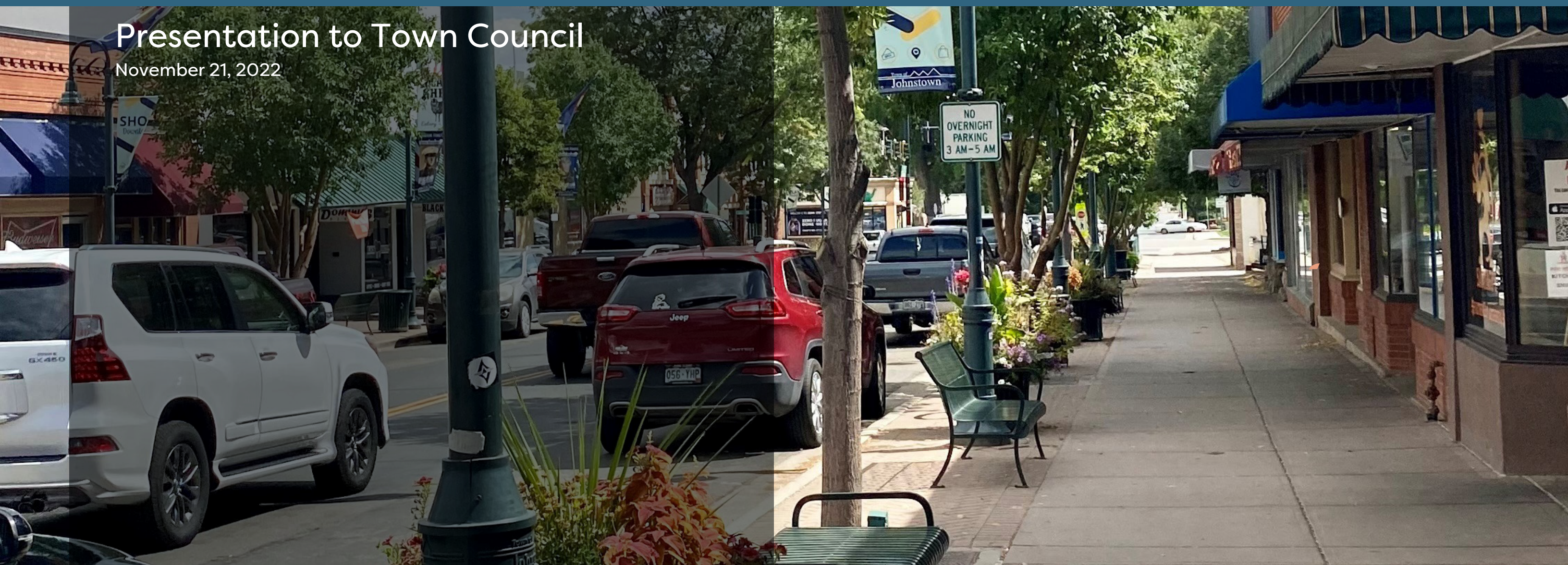
ADJOURN

AMERICANS WITH DISABILITIES ACT NOTICE

In accordance with the Americans with Disabilities Act, persons who need accommodation in order to attend or participate in this meeting should contact Town Hall at (970) 587-4664 within 48 hours prior to the meeting in order to request such assistance.

Downtown Johnstown Branding & Wayfinding Plan

Presentation to Town Council
November 21, 2022



05

Stakeholder Outreach Results & Key Themes

STAKEHOLDER OUTREACH BY-THE-NUMBERS

Reaching out to the Johnstown community was done throughout the branding research and information-gathering process. The following overview includes all the types of outreach used and the feedback received by outreach method.

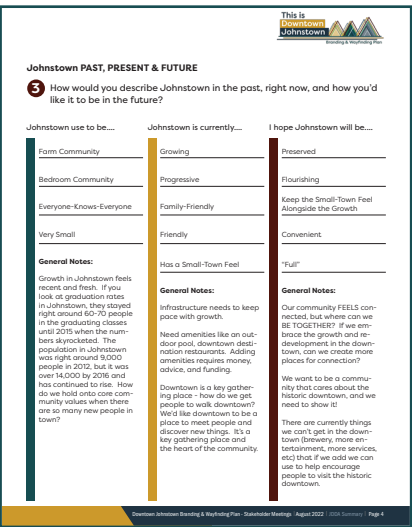
Door-to-Door Conversations with Johnstown Storefronts, Restaurants, Businesses & Entertainment Venues **>65**

COMMUNITY SURVEY **258** Responses



STICKERS PRINTED & DISTRIBUTED **4000**

10 Temporary Signs Installed



Stakeholder Surveys & Workshops

75



WINDOW CLINGS **100**



EMAILS TO HOA'S & METRO DISTRICTS **22**



EVENTS **5**

FOAM CORE BOARDS AT PUBLIC BUILDINGS **6**

f **15** Posts **+** **61** Comments **👍** **160** Likes **↗** **54** Shares

KEY STAKEHOLDER THEMES & IDEAS

When stakeholders and members of the Johnstown community were asked to share their most important community values and visions for the future, several key themes emerged across all conversations, surveys, workshops, presentations, social media comments, and outreach events. The key themes below represent the heart and soul of Johnstown, and the role of the historic downtown in celebrating and preserving what makes the community special, unique, and memorable.

Overarching Key Feedback Direction: Downtown OWNERSHIP, INVESTMENT and LEADERSHIP

Although each of the themes below vary in their perspectives and areas of emphasis, there is one thing that unites all these ideas. This key point came up during all community feedback, and it can be seen as the OVERARCHING THEME UNDER WHICH ALL OF THE FOLLOWING THEMES CAN BE GROUPED. That key point is:

The Historic Downtown district is the heart of the Johnstown community, and it needs much greater focus and investment from the Town and decision-makers.

Members of the Johnstown community felt the best way to ensure the downtown thrives is to have the Town take an **active ownership role in investing and shaping the historic downtown’s growth and redevelopment**. As the central community gathering place, members of the community said they **didn’t want the downtown’s growth to be left to the whims of market forces**. Instead, they stated they wanted the Town to understand their collective vision for the downtown as a thriving, vibrant, walkable destination where people have engaging spaces and places to come together, and where the foundations of a connected, caring community can be made manifest. The same key words of **OWNERSHIP, INVESTMENT, and LEADERSHIP** were used by members of the community to describe how they wanted the Town and the Johnstown Downtown Development Authority to focus their energies and resources in ensuring the historic downtown is a place of pride within the community. All stakeholders agreed that the current downtown does not reflect its cultural and symbolic importance to the community, and said the Town needs to help the downtown redevelop and thrive. There were many ideas for what types of improvements and reinvestment would help improve downtown Johnstown, but **all stakeholders were united in their belief that the Town needs to elevate the historic downtown, and be the guiding hand in allocating resources and investments that prioritize improvements within the historic downtown district**.

1 KEY THEME

Johnstown is...
a **CARING AND AUTHENTIC** place

Johnstown is a caring an authentic place where people know each other and value opportunities to come together to help each other. Its historic agricultural roots means it is connected to the cycles of the land and nature, and humble in the face of life’s unknowns and challenges, and resilient together when times are tough. Johnstown’s motto of ‘A Community that Cares’ runs deep, and authentically represents a core behavioral expectation for Johnstown residents. When talking through what caring means, examples of putting others before yourself and leading with the heart were given. It is a quiet, beautiful place with peaceful views to western mountains across open agricultural fields, and magnificent sunsets that feel like a blessing at the end of a long day.

Johnstown needs to have places that support its motto as ‘The Community That Cares.’ Bring people together so the old-timers and the new-comers can mix and get to know each other and use our downtown.”

2 KEY THEME

Johnstown is...
GENUINE & HUMBLE

Although proud of it’s history and culture, Johnstown isn’t a place that shouts loudly about its accomplishments, or denies its struggles with an overly polished surface. When people interact with each other in Johnstown, they tend to lead with genuine attention and care for others, and have a tendency to downplay their gifts - until they see how these could be used to help someone, which causes them to offer what they can. Johnstown is not a flashy place, since the perception is that too much polish or voices that too loudly trumpet their accomplishments aren’t able to hear the needs of others.

Listening is valued more than speaking.

“Johnstown is a place where you can go no matter the time of day and you’ll see a friendly face that you know and can have a conversation with. Keep the small farm-town feel.”

3 KEY THEME

Johnstown is...
**ROOTED IN
AGRICULTURAL
PATTERNS**

The history of Johnstown is grounded in agriculture. The rhythms and cycles of agriculture are closely tied to the seasons and weather, and require an attentive eye to the needs of the land, plants, and animals. Those involved with agriculture need to look carefully and deeply at the land and make responsive adjustments to support its growth and health. It is an active act of care and attention. Agricultural communities are also united in the environmental conditions that impact their collective success - a bad year for one farming family is often also a bad year for everyone else in the community, too. **There is unity in this lifestyle, and also a shared support structure to deal with difficulties.** Finally, agricultural communities have natural times of the year to celebrate the fruits of their cultivation, which often result in shared festivals of harvest and abundance.

“The history of Johnstown is agricultural, and the core values of the historic agricultural community were resiliency through collective support. Agricultural families worked hard, but were also reliant on the support, care, and giving nature of other agricultural families. Johnstown’s history is one of individual hard work supported through the kindness, care, and generosity of other members of the community.”

4 KEY THEME

Johnstown is...
**worried about
GROWTH & ITS
IMPACTS**

Johnstown is in the middle of rapid and unprecedented growth and change. There is a feeling that growth is happening very fast - perhaps so fast that it's hard to 'keep up' with the growth. Discussions of needing to have adequate infrastructure in place for growth reflect the desire to make sure residents are supported as the community expands. There was also a keen understanding of the emotional impacts of a rapid and accelerating pace on a community that has historically reflected slow, thoughtful and connected growth. Emotions like anxiety, uncertainty, loss, and concern were used to describe the feeling of not knowing how to grow in line with the historic community character and values.

“Downtown Johnstown needs something like “The Exchange” in Ft Collins where friends & neighbors can spend time together eating/drinking & kids can play in open spaces. Areas and businesses that encourage community coming together & spending time with each other. I think that could help keep a “small town feel” in a growing community.”

5 KEY THEME

Johnstown is...
**LACKING PLACES FOR
THE COMMUNITY TO
COME TOGETHER**

Johnstown is a place where people have historically felt connected and supported. Connection is still a strong character-defining trait of Johnstown, and identifying places and events that help encourage community connections is very important. There is a hope that Johnstown will encourage more physical spaces for connection and coming together - especially in the historic downtown. There is a pressing need for places where people can work and grow small businesses within the community, **and the historic downtown is where residents want to see improvements that support community interaction and coming together.** Ideas for co-working spaces, maker/creator spaces, trails that link neighborhoods, and breweries and entertainment venues in the downtown were all highlighted as potential places for people to gather and meet other community members.

“Johnstown needs a bike path and walk way connecting West Johnstown to downtown! Families have no access to get from West Johnstown to the downtown area by foot. There is not connecting paths. We want to be able to ride our bikes from Rocksbury Ridge all the way to Downtown Johnstown in a safe manner.”

6 KEY THEME

Johnstown is...
**historically MULTI-
GENERATIONAL &
ROOTED**

People who grow up in Johnstown tend to come back - even if they leave initially. They are drawn back to the values of the community and ties to both immediate family and the larger Johnstown family. There are many families in town that have multi-generational history and ties to the community. However, for the many new people who are moving into Johnstown, the question of how Johnstown can invite/include them into a shared sense of belonging and inclusion is critical. What activities, messages and places could make a meaningful statement about Johnstown welcoming new people and showing them a pathway into the caring heart of the town? Can events or places be designed that tell the story of Johnstown’s helping, caring, and resilient nature? And how can new people connect or be welcomed into to these spaces/events?

“Johnstown needs more emphasis on real inclusion. Many people might feel that there are “locals” that have lived here for generations and there are “new” people that don’t feel that same welcoming feeling. Fix that maybe?”

PRESENTATION PREPARED BY:

Michael Baker
I N T E R N A T I O N A L

Downtown Johnstown Branding & Wayfinding Plan

November 21, 2022



Signage & Wayfinding Overview

Central to the success of any signage & wayfinding program is its ability to communicate a memorable, compelling, understandable, and authentic story about place. A great community wayfinding program not only highlights key attributes of a place, it also creates an emotional bond with residents and visitors, and provides jurisdictional representatives with a solid foundation for marketing and promotion. Having connections to planning, graphic design, marketing, consensus-building and stakeholder engagement, a successful signage & wayfinding plan is grounded in a broad and deep understanding of what makes a great place experience.

Downtown Johnstown Branding & Wayfinding Plan

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Purpose of the Branding & Wayfinding Plan

Project Description

- 01 Project Outreach & Communication
- 02 Project Research & Information-Gathering
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Stakeholder Feedback

- 05 Stakeholder Outreach & Key Themes

Purpose & Goals of the Branding & Wayfinding Plan

Increase public and downtown business/property owners' awareness of and participation in the Downtown Johnstown Branding & Wayfinding Plan.

Partner with the downtown Johnstown business and property owners to create a brand that reflects the character, sense of place, and vision for the future of downtown Johnstown, and a wayfinding plan that raises awareness of downtown Johnstown and helps people locate destinations within the downtown area.

Be inclusive, reach all members of the community.

Make the process fun and educational.

Where possible, meet people where they are. Participate in existing community events and standing meetings.

PROJECT DESCRIPTION

As one the fastest growing municipality in Colorado, the Town of Johnstown is in a unique position to think strategically about how to continue to capitalize on the benefits and opportunities growth provides, while not loosing sight of what makes its community, history, and destinations unique. The new Branding & Wayfinding Plan will help the Town better understand how to tell its story through development of a **downtown brand** that focuses on celebrating and raising awareness of the historic community core, and a comprehensive community **signage and wayfinding plan** that helps raise awareness of Johnstown's unique destinations and resources and how to access them. Together, the new downtown brand and wayfinding designs will reinforce the history and character of Johnstown, while also helping to ground the Town's continued potential for growth and economic development in a strong foundation of shared community values and history.

Project Goals:

- Create a cohesive, iconic, inclusive, and welcoming wayfinding system that celebrates the community and directs visitors into and through the Johnstown area
- Alert and direct visitors and residents into downtown Johnstown, as well as create more significant directional signage from regional arterials that run through and adjacent to the community (I-25, Highway 60, Weld County Road 17, County Road 18/Highway 402, Highway 34 and others)
- Identify travel paths and key decision-making points for the different travel modes of Johnstown visitors, to help guide decision-making about investments in wayfinding over time
- Create a historic downtown Johnstown brand that authentically reflects the character, history, and sense of place of both the historic downtown core and the overall community pillars and values
- Outline a new brand marketing plan that illustrates how the new brand will be used across various materials, platforms, events, presentations, and audiences
- Develop a brand implementation plan that ensures the messages and key points of the brand become the driving force to market, grow, and redevelop historic downtown Johnstown

Key Tenants of the Branding & Wayfinding Plan

- ➔ **Placemaking** – Reinforce a sense of place for Johnstown's historic downtown, enhancing the community image and brand
- ➔ **Brand Awareness** – Support, brand, and identify a distinct identity for downtown Johnstown with branding and signage that blends with the historic yet growing character of the area
- ➔ **Legibility** – Highlight important community resources and destinations, and how to access them through clearly defined directional information
- ➔ **Highway Visibility** – Direct visitors to Johnstown's destinations from major transportation arteries
- ➔ **Economic Development** – Increase awareness of historic downtown Johnstown, helping to increase sales tax revenues, general interest in the area, and encourage economic growth, and investment

Project Deliverables

- ➔ Final Downtown Johnstown brand, brand marketing plan, and brand implementation plan that illustrate the design of the new brand and brand mark, and outline the goals, processes and probable costs for the recommended brand roll-out
- ➔ Final Wayfinding Design Intent Drawings for Downtown (exact dimensions, letter heights, materials, mounting details, color specifications, and material performance standards) with written statement regarding rationale for design choices, materials, method of fabrication, and how systems can be modified over time
- ➔ Townwide Wayfinding Plan for signage locations and types
- ➔ Statement of Probable Cost for the fabrication, installation, and maintenance of the proposed wayfinding system, and bid documents for a competitive request for proposal for fabrication and installation bids for the proposed Phase 1 wayfinding



Reinforcing the historic character, community, and sense of place within Johnstown's historic downtown is at the foundation of the new Branding & Wayfinding Plan

01

Project Communication

CONNECTING WITH JOHNSTOWN RESIDENTS AND STAKEHOLDERS

Building a brand is grounded in understanding the meaning and connection people have for a place. As the historic center of the Johnstown community, the new downtown brand needs to reflect the values, attachments, history, and sense of place embodied in the shared community downtown.

In order to understand these values, it is critical to hear from all members of the Johnstown community, using methods that provide space and time for people to talk about the things that matter most to them about Johnstown, and the community touchstones and special characteristics that define their feelings about Downtown Johnstown.

At the core of the design teams approach to community outreach is to meet people where they are, with methods that are meaningful to them. This entailed creating a variety of outreach events and communication materials tailored to different community groups and demographics.

Early in the process of engaging with Johnstown community members, project communication graphics illustrate the overall project arc and major milestones

Outreach Goals

Goal 1: Increase public and downtown business/property owners' awareness of and participation in the Downtown Johnstown Branding & Wayfinding Plan.

Goal 2: Partner with the downtown Johnstown business and property owners to create a brand that reflects the character, sense of place, and vision for the future of downtown Johnstown, and a wayfinding plan that raises awareness of downtown Johnstown and helps people locate destinations within the downtown area.

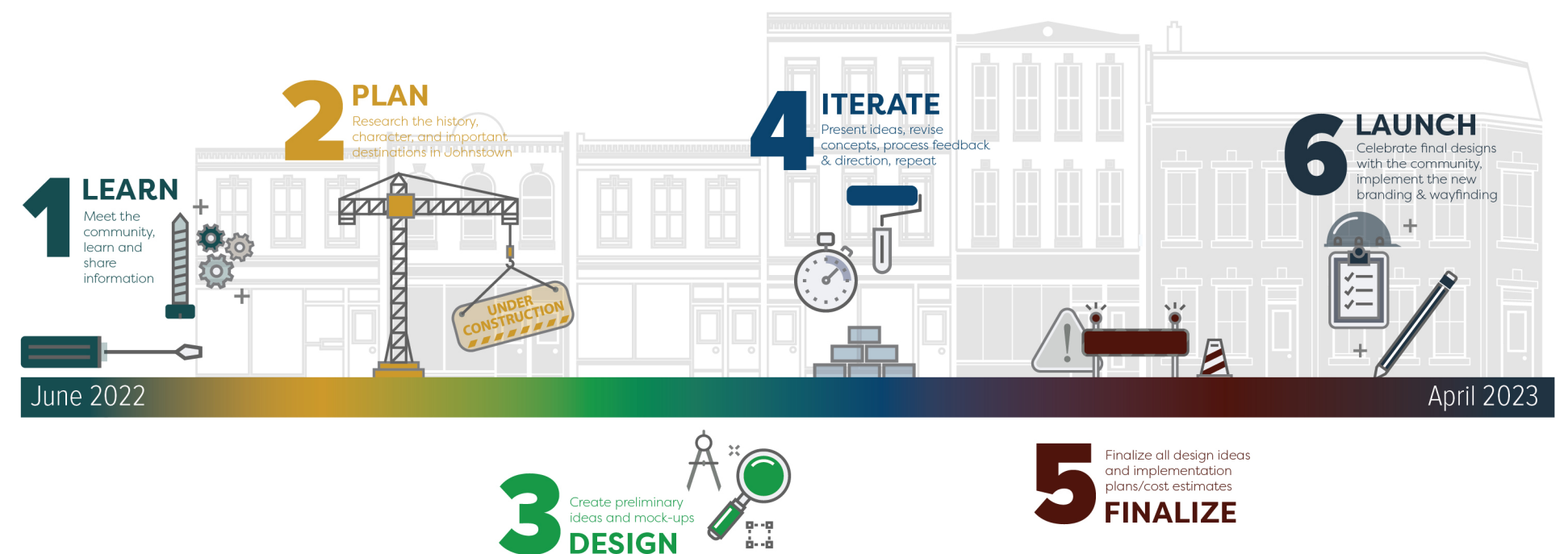
Goal 3: Be inclusive, reach all members of the community.

Goal 4: Make the process fun and educational.

Goal 5: Where possible, meet people where they are. Participate in existing community events and standing meetings.

This is Downtown Johnstown.

Creating a New Downtown Branding & Wayfinding Plan



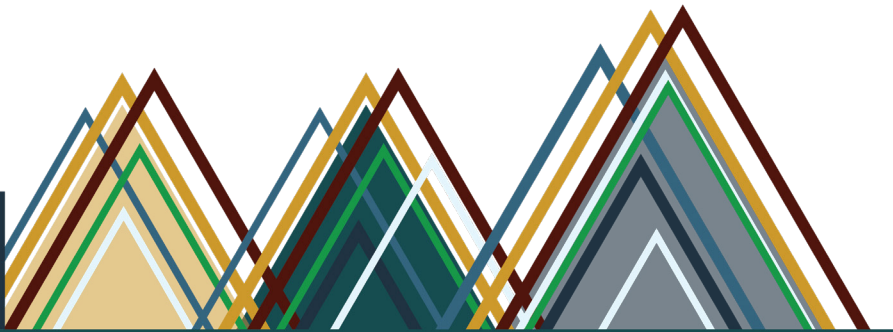
PROJECT COMMUNICATION GRAPHICS

Project Brand & Logo

In order to help identify the project to Johnstown community members, a unique project logo and color palette was developed to help identify project messaging across all methods of communication. The project logo used the central call to action of “This is Downtown Johnstown” to encourage stakeholders and community members to engage with the question of what the historic downtown means to them.

This is
Downtown
Johnstown

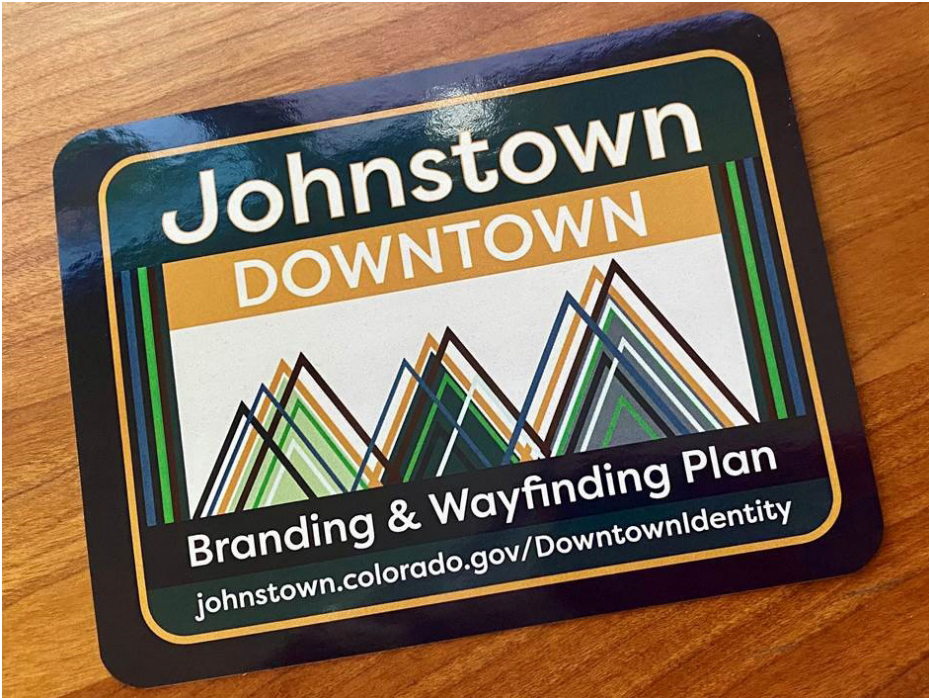
Project logo that includes the “This is Downtown Johnstown” call to action message



Branding & Wayfinding Plan

Face-to-Face Conversations with Johnstown Businesses & Graphic Communication Give-Aways

Stickers and project informational graphics featuring the project logo and project website information were distributed during community outreach events, and given to Johnstown businesses to display and give away to their customers (stickers and window clings were distributed to Johnstown businesses). Over the course of a month, businesses in the historic Downtown and other Johnstown retail areas were visited multiple times, and conversations with the businesses held during each visit.



Outreach Event Project Informational Graphics
Take-away materials featuring the project logo and information were displayed at events throughout the Johnstown community. Below, a tabletop display illustrating the project timeline and water bottle stickers with the project logo and informational page illustrates how engaging tabletop materials help to promote the project to Johnstown community members.



Tabletop display from Johnstown BBQ days - June 4, 2022

Temporary Project Signage

5'x3' temporary project signage made from chloroplast was created to help promote the project website and outreach methods, and advertise the project to community stakeholders and residents in locations throughout the community. Over 10 signs were displayed in outdoor locations throughout Johnstown.



PROJECT OUTREACH EVENTS

Attending Existing Johnstown Community Events

One of the most effective ways of reaching out to Johnstown residents and visitors was during existing community outreach events and celebrations. For each event during the project schedule, members of the design team and Johnstown Staff members hosted a project information booth that included information about the project, interactive displays and surveys, and project take-away information. After each outreach event, the design team noted that participation in the community survey would increase. Outreach events also gave members of the design team an opportunity to talk with event participants about their feelings about the historic downtown district, and what goals and ideas they had for the new Downtown Johnstown brand.

During the branding project phase, Town Staff and the design team hosted project informational booths at the following events:

BBQ Days - June 4, 2022

Weld RE5J School Event - August 27, 2022

Johnstown Fall Festival - September 17, 2022

Thompson River Ranch Fall Event - October 1, 2022

Trick or Treat Street - October 29, 2022



PROJECT OUTREACH EVENTS



'Draw Your Favorite Johnstown: Place to Go, Thing to Do, Thing to See'

One of the activities Town Staff and the design team created to engage the younger members of the Johnstown community was the 'Draw Your Favorite' art activity. A simple graphic was created that was designed around a frame with instructions for young artists to draw the places in Johnstown that meant the most to them. Some of the most prominent locations and special places illustrated by Johnstown youth included:

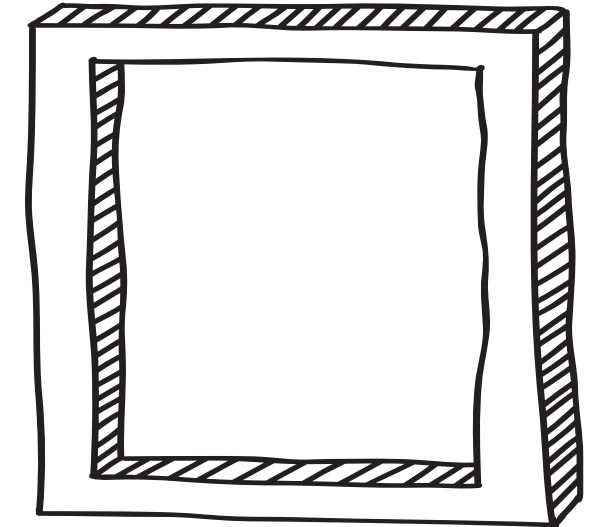
- **Johnstown Parks, Playgrounds and Natural Areas**
- **Johnstown People (especially neighbors and family members)**
- **Specific Downtown Johnstown Shops and Restaurants (ice cream and cookies were popular!)**
- **Farm Fields and Animals**
- **Johnstown Community Events and Celebrations**

Draw Your Favorite Johnstown...

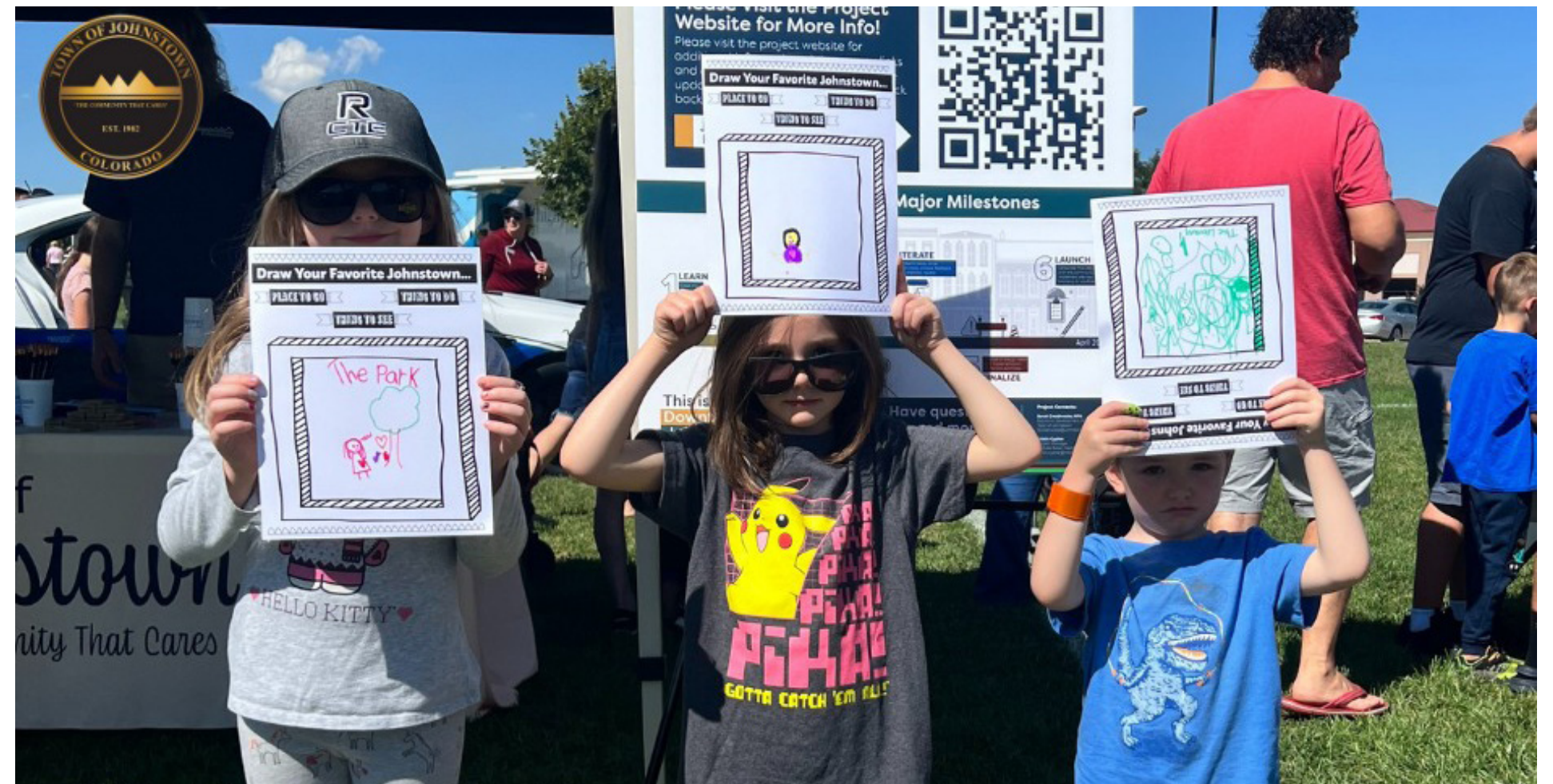
PLACE TO GO

THING TO DO

THING TO SEE



Blank graphic designed to encourage younger members of the Johnstown community to draw their favorite Johnstown places, people, and activities



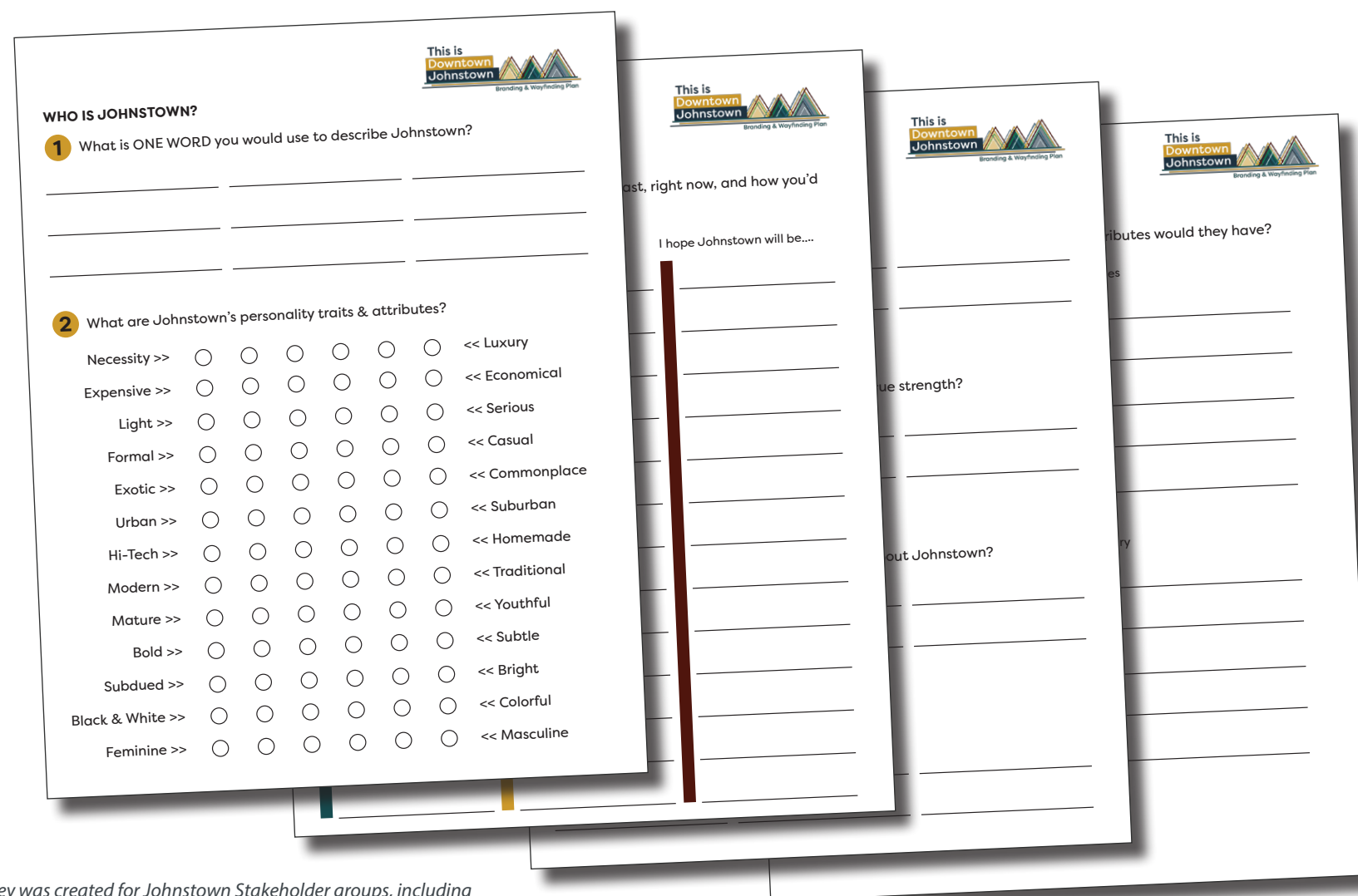
CONNECTING WITH JOHNSTOWN NEIGHBORHOODS & RESIDENTS

Neighborhood-Specific Project Outreach

As a largely residential community, it was very important for the Town Staff and design team members to understand how neighbors living in Johnstown felt about the role of the historic Downtown district in relation to the larger overall community. Only a limited number of Johnstown residents live adjacent to the historic Downtown, and for some of the more suburban residents, the design team was interested in the overall impression and role of the older and more civic center of the community to those who do not live near this part of Johnstown. In order to outreach to residential communities, Town Staff and the design team contacted each residential neighborhood through their HOA or Metro District representatives, and developed a unique stakeholder survey and workshop presentation specific to Johnstown residents.



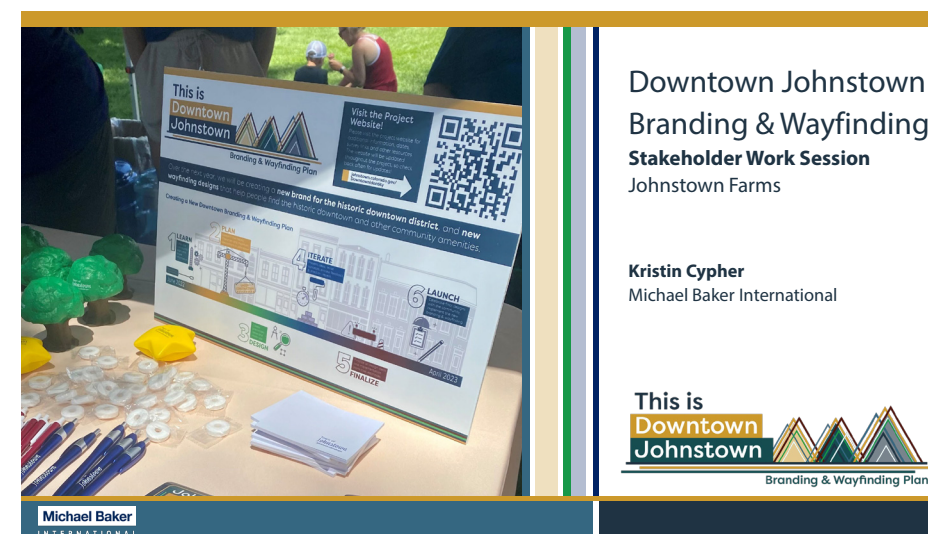
Signs installed at all residential mailboxes throughout the Johnstown community resulted in a significant increase in community survey responses in the days after the signs were installed



A unique survey was created for Johnstown Stakeholder groups, including residents of the different Johnstown residential communities

Neighborhood Stakeholder Worksessions

The Town of Johnstown Staff and the design team created a unique presentation and outreach exercise for individual Johnstown communities and neighborhoods. These worksessions encouraged members of HOA Boards and neighbors to provide their perspectives regarding the role of the historic Downtown as residents living in suburban Johnstown neighborhoods. These meetings began during the branding phase of the project, and will continue during the second project phase, signage and wayfinding designs.



SOCIAL MEDIA OUTREACH TO BUILD PROJECT AWARENESS & SHARE PROJECT INFORMATION

Posting project events and information on the Town of Johnstown Facebook page was an important way to raise awareness of the Branding & Wayfinding project. Facebook posts alerted community members about project milestones and outreach and feedback opportunities, and also provided a method for Johnstown residents to share their ideas and goals for the new Downtown brand. Social media posts started during the branding project phase, and will continue throughout the project until project completion in Spring of 2023.



COMMUNITY SURVEY RESULTS SNAPSHOT #1

When friends and family visit you, where in Downtown Johnstown do you take them?

Places to EAT & DRINK

- Black Sheep
- B's Coffee
- Lunch Box
- Santiago's
- Wing Shack
- Cassidy's
- Mr. Donuts
- J-Town Nutrition
- Los Dos Garcia's
- Dominic's Pizza
- Domino's Pizza
- Los Rudos
- Huang Garden
- The Original Heavenly Cakes

SERVICES & Places to SHOP

- Nails & Spa
- Hays Market
- Spirits Music Hall
- Ace Hardware
- Nicole's Warehouse
- Johnstown Liquor
- Johnstown Clothing & Embroidery
- Imprint Family Chiropractor

Recreational & Cultural AMENITIES

- Public Library
- Parish Park
- YMCA
- Parish House
- Eddie Aargon Park
- Reservoir
- Old Masonic Temple

"We walk from one end to the other. Love the feel of the historic downtown. Best part of Johnstown."

34 people said they don't take visitors to Downtown Johnstown

This is **Downtown Johnstown** Branding & Wayfinding Plan

Project informational graphics were created to be posted to the Town of Johnstown Facebook page - this example illustrates a graphic used to share results from one of the community survey questions

Downtown Johnstown Branding & Wayfinding Plan

Johnstown's Personality Traits & Attributes Feedback

\$50

Everyone who ranks the character traits will be entered into a drawing for a \$50 gift certificate to Hays Market!

HELLO! Where do you think Johnstown falls on the scale of character traits below? Use sticker dots to rank each character trait option on the scale below.

Thank you for helping us understand Johnstown's character!

Graphics advertising events and opportunities for feedback were posted regularly to the Town of Johnstown Facebook page

A screenshot of a Facebook post from the Town of Johnstown, CO - Government. The post asks for feedback on business types and includes a photo of a street scene with a 'This is Downtown Johnstown' graphic. The post has 5 likes and 37 comments. A comment from Danielle Daniel says: 'Parish should be a one-way street with outdoor eating areas and less traffic.' Another comment from Cortney Lopez says: 'Crafty shops for sure. Would love a pottery painting shop. More of a variety of restaurants.'

"Downtown Parish should be a one-way street with room for outdoor dining areas for the businesses located between ES 1st ST and Charlotte. Then the other one-way could go down Raymond Ave which is already narrow."

Facebook Post Comment

JOHNSTOWN COMMUNITY NEWSLETTER

Community Newsletter Helps Share Branding & Wayfinding Project Information

Each month, the Town of Johnstown creates a newsletter that is sent in paper copies and/or emails to Johnstown residents, and also shared electronically on the Town of Johnstown webpage. Articles and information in the newsletter shared project updates and provided links to community surveys and outreach events.



Newsletter project posts shared information about progress and feedback opportunities, and helped spread project awareness to members of the Johnstown community



TOWN OF JOHNSTOWN PROJECT-SPECIFIC WEBPAGE

Branding & Wayfinding Plan Project Webpage: www.johnstown.colorado.gov/DowntownIdentity

The project webpage is the central source for all information and updates for the Branding & Wayfinding Plan. As the central portal for information throughout the project, most project graphics and communication materials include a link to the project webpage. The webpage will be continuously updated during all project phases. Visitors to the webpage can also send a direct email to members of the project team with questions or comments.

Project Webpage FAQ's

"What's the big idea?"

The Downtown Johnstown Branding & Wayfinding Vision & Approach
The Downtown Johnstown Branding & Wayfinding Plan is a community-driven process that will help the historic downtown district tell its story and raise awareness of its amenities and special places. Through this planning and design process, we will:

- Engage with the Johnstown community in an equitable and meaningful way
- Help celebrate the history and character of Downtown Johnstown
- Create marketing and promotional materials that will help promote the historic downtown core of Johnstown

"What is a community brand?"

A community brand identity creates a consistent message and platform that can be used to market a place. For the Johnstown Branding & Wayfinding Plan, the new brand will create an identity package for the historic downtown that can be used to promote and celebrate the district. A successful community brand accurately represents the values and character of a place, and helps tell a compelling story to visitors and community members.

"What is the purpose of a Downtown Johnstown brand?"

The new downtown brand and identity package will help support the economic success of the downtown through a package of marketing materials that include things like a new logo, tagline, and marketing plan. The identity package will allow the historic downtown district to speak with one consistent and compelling voice, and help the district compete for visitors and businesses.

"What is community wayfinding?"

A wayfinding program helps a community communicate with people who are unfamiliar with a place. Wayfinding helps welcome visitors through signage, gateway features, and other built elements that act as guides to keep people from getting lost or misdirected, or makes them aware of destinations that might be hard to find. Great community wayfinding creates a positive visitor experience, and encourages people to stay longer and do more in a place.

"Why does Johnstown need community wayfinding?"

Johnstown's historic downtown district can be hard to find, and there are other Johnstown community destinations that visitors (and even some residents!) may not be aware of. The new community wayfinding will raise awareness of Johnstown's special places and districts, and help inspire people to visit and enjoy these important community amenities.

"What is the project schedule?"

The Downtown Branding & Wayfinding Plan will kick-off in June of 2022 and continue through Spring of 2023. During the first project phase, we will work with the Johnstown community to create a brand identity for the historic downtown district. During the second project phase, we will use the finalized brand identity to create wayfinding designs that help direct people to the downtown district and other community amenities.

"What will this project produce?"

The final Branding & Wayfinding Plan will include a series of documents and deliverables, with lots of input from you! The project deliverables will include:

- Project Goals & Engagement Strategy
- Existing Conditions & Document Review
- Brand Discovery Book
- Strategic Brand Platform Book
- Downtown Brand Identity Package (logo, tagline)
- Brand Marketing & Implementation Plan
- Wayfinding Context Analysis & Wayfinding System Report
- Wayfinding Designs & Location Plan
- Wayfinding Quantities & Cost Estimates

"What do we need from you?"

In order to authentically tell the story and celebrate the character of Downtown Johnstown, we need to understand the things that you value about the downtown, what you think is special and unique about your community, and how you'd like to see Johnstown grow and redevelop over time. We also need to know your ideas for what would make the downtown a more compelling place to visit, and what places in the overall community are hard or confusing to access. The more you share your perspectives on the things that make up the heart and soul of Johnstown, the more successful the new downtown branding and wayfinding will be.

"How can I get involved?"

The project website will be updated throughout the project, and contain links to community surveys, outreach events, workshops and presentations. Short project summaries will be included in the monthly Johnstown community newsletter, and periodic updates will be posted to the Town of Johnstown's Facebook page. If you'd like to sign up for the community newsletter, please add your name and contact information by clicking the link above.

02

Project Research & Information- Gathering

JOHNSTOWN CONTEXT ANALYSIS

Census & Community Data

Johnstown's population and land area are split between Weld and Larimer counties, with most of the Town located in Weld County. Johnstown, like other Front Range communities, has experienced rapid population growth over the past decade; growing from a population of 10,096 in 2010 to 17,303 in 2020.

Total Population

17,303

Source: 2020 Decennial Census

Median Household Income

\$ 115,069

Source: 2020 American Community Survey 5-Year Estimates

Bachelor's Degree Or Higher

33.5 %

Source: 2020 American Community Survey 5-Year Estimates

Employment Rate

71.8 %

Source: 2020 American Community Survey 5-Year Estimates

Total Housing Units

6,434

Source: 2020 Decennial Census

Total Households

4,858

Source: 2020 American Community Survey 5-Year Estimates

Economic Profile

According to the 2019 American Community Survey (ACS), Johnstown has a median per capita income of \$39,265 and a median household income of \$100,025, significantly higher than Larimer and Weld Counties' per capita income (between \$31-\$37K) and median household incomes (between \$71-\$74K).

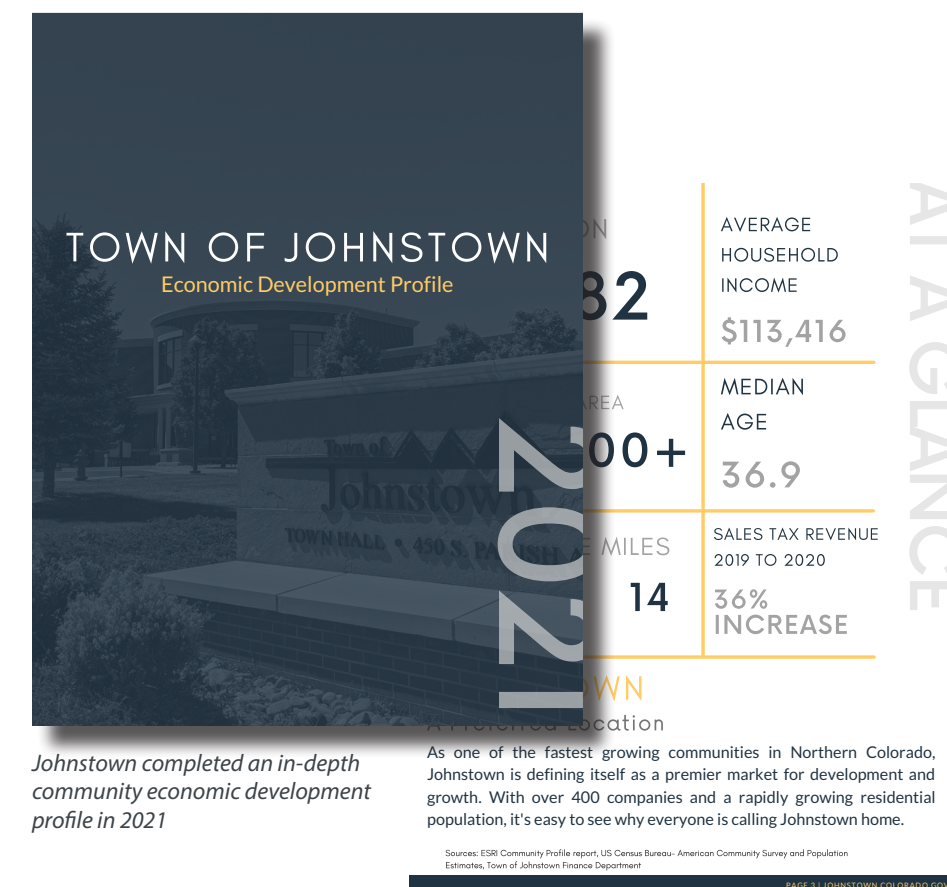
The most common employment sectors for those who live in Johnstown are Retail Trade, Health Care & Social Assistance, and Manufacturing. Key local employers include the Weld RE-5J School District, Coca-Cola, FedEx, Canyon Bakehouse, and Scheels. The areas with the largest concentration of

employees are: Downtown, along the Highway 34 corridor, and the in the Gateway Center area. Of the 6,232 Johnstown residents in the workforce, only 420 are employed within Johnstown with the rest employed elsewhere. The average commute time for those working out of town is 30 minutes, approximately 5-7 minutes more than the mean commute time for workers in Larimer and Weld counties.

In 2017, Johnstown had 275 businesses or roughly one business per 52 residents. These establishments range from home businesses to manufacturers and large national retailers. Several of these businesses in and around Johnstown are agriculture-related, including irrigation, feed, and supply retailers.

Character-defining features of Johnstown

- Welcoming Community
- Agricultural Heritage
- Historic Downtown
- Small Scale, Small Town
- Clean, Open Spaces
- Rural Setting
- Quality of Life
- Community Facilities



History of Johnstown

Johnstown, Colorado was settled in the 1860s, growing during the late 19th and early 20th centuries into a regional market community that served the surrounding agricultural area. During this period a two-block area of Parish Avenue became the commercial and mercantile heart of the growing town, a collection of one - and two-story masonry, wood and stone buildings of historical and architectural significance. Today, this neighborhood remains the heart of the city, with a variety of commercial and retail enterprises that serve the local community.

In the early 20th century, two important industries developed: a milk condensery and a unique year-round sugar factory that used “discard” molasses to produce high quality sugar. The Mohawk Milk Company, later the Carnation Milk Company, was built in 1913, and the Great Western Sugar Factory was built in 1925. Today, many businesses in and around Johnstown remain agriculture-related, including irrigation, feed, and supply retailers. Commercial and employment development has grown rapidly over the past 10 years. In particular, the 2534 and Johnstown Plaza developments have provided the opportunity for a variety of retailers and businesses to capitalize on the I-25/US 34 interchange and frontage. Its location draws local and regional shoppers into the City, forming a node of higher intensity uses away from the traditional downtown core that is expected to continue to grow.



Johnstown’s history and stories are important community touchstones. Especially in the historic Downtown, examples of history being on display and celebrated can be seen in several prominent locations

Document Review

Reviewing existing design and regulatory information related to signage and wayfinding provides a detailed perspective regarding what types, sizes, quantities, and materials are appropriate for the new signage palette. Much work has been done in regard to thinking and designing Johnstown signage, and honoring these past efforts ensures the design team is building on this foundation. All documents reviewed were analyzed for both detailed content and overall design intent, with the goal of capturing both the technical details and general tenor of each.

Documents Reviewed:

- Johnstown Comprehensive Plan
- Johnstown Town Design Guidelines
- Johnstown Downtown Design Guidelines
- Downtown Johnstown Improvements Master Plan
- Parks, Trails, Recreation and Open Space Master Plan

COMPREHENSIVE PLAN

The 2021 Johnstown Comprehensive Plan provides high-level direction for the future of the 48-square mile Growth Management Area. The Plan is designed to provide future development and redevelopment considerations for the Johnstown area for the next 20 years. The Plan contains goals, strategies, and policies to achieve the Plan’s guiding principles, several of which relate to the future signage and wayfinding of Johnstown.

Key policies pertaining to signage and wayfinding found within the 2021 Johnstown Comprehensive Plan include:

- L2.1. Update Downtown Design Guidelines to reflect current community values and needs (e.g. enhanced streetscape, curbside management, and gathering places, among others); to promote the preservation, renovation, and adaptive reuse of historic structures; to review development requirements for downtown projects (parking, open space, landscaping, etc); and to provide clear regulatory guidance for decision-making.
- L3.2. Update land use regulations to encourage development to have agricultural elements and themes (e.g. orchards, community gardens, re-purposing agricultural structures, etc.) into their design. Alongside this effort, collaborate with new and existing neighborhoods, special districts, and other community partners to implement agricultural elements and themes in neighborhoods and facilities.
- L3.4. Promote awareness about the presence of farm vehicles and enhance farm-related signage to encourage appropriate driving behavior in emerging areas of development with significant active agricultural lands.
- W2.2. Work with Downtown businesses, property owners, and residents to develop a strategy and design approach for Downtown that includes public

improvements, encourages private investment, and favors home occupation businesses (that demonstrate that they will not have adverse effects on surrounding properties).

- P1.4. Establish standards for the consistent integration of thematic and educational elements in the design of recreational areas and trails. Some considerations suggested by the community are: having signs and markers that identify species, farms, floodplains, etc.
- M2.2. Assess and update sign design standards (consider Tourist-Oriented Development signage—blue signs) for major corridors and activity centers to ensure high quality, cohesive, and compatible designs that promote local businesses and reduce the need for large signage.
- S1.4. Create an implement a consistent design theme for new and existing Gateways.
- S3.5. Assess opportunities to protect vital viewsheds along major corridors and gateways to highlight Johnstown’s unique natural features (e.g. rivers, mountains, protected agricultural lands, etc.).

TOWN DESIGN GUIDELINES

The most recent Town Design Guidelines were adopted in 2005. The purpose of these guidelines is provide desirable visual elements to site planning, landscaping, and architecture. The guidelines are meant to preserve the positive visual aspects of a small town to maintain an overall neat and open appearance.

Key guidelines pertaining to signage and wayfinding found within the 2005 Johnstown Design Guidelines include:

- Overall high-quality visual experience for visitors along the I-25 and US 34 corridors.
- Visitor recognition of Johnstown’s identity along the super-corridors.
- Positive visual image of the town.
- Enhanced visual orientation and organization of the arterial street system.
- Drivers and pedestrian safety
- Natural features such as the Front Range or Big Thompson River to be readily visible over and/or through nearby developments.
- Minimize clutter and coordinate the appearance of corridor visual elements.
- Minimize visual and physical obstructions and other potential safety conflicts.

DOWNTOWN DESIGN GUIDELINES

The Downtown Design Guidelines were adopted in 2009. The purpose of these guidelines is to protect and preserve the historic buildings in downtown Johnstown and to protect and enhance the qualities of surrounding neighborhoods while providing guidance for the redevelopment, restoration, rehabilitation, and reuse of properties throughout downtown.

Key guidelines pertaining to signage and wayfinding found within the 2005 Johnstown Design Guidelines include:

- Bracket mounted signage is preferred downtown
- Flush wall signage is allowed downtown
- Awning and window signage is encouraged

DOWNTOWN JOHNSTOWN IMPROVEMENTS MASTER PLAN

The Downtown Improvements Master Plan provides guidance on ways to improve conditions for pedestrian sand cyclists, manages parking, improves the streetscape, and promotes appropriate compatible infill development and redevelopment opportunities.

Key guidelines pertaining to signage and wayfinding found within the 2007 Downtown Johnstown Improvements Master Plan include:

- Visual gateways should be created at the four edges of downtown to announce the arrival of a special district.
- Downtown gateways could include decorative landscaping, unique signage or a monument.
- Downtown signage program could complement and reinforce other streetscape improvements.
- Downtown signage should include pedestrian wayfinding and directory signs, vehicular wayfinding signs, parking lot direction signs, parking lot identification signs, street name signs, and regulatory signs.
- The downtown signage package should have a consistent design, incorporating a uniform style, downtown logo, and color scheme.
- Creating a brand identity could include signage along I-25 and SH-34, high-lighting downtown Johnstown.

JOHNSTOWN MILLIKEN PARKS, TRAILS, RECREATION, OPEN SPACE MASTER PLAN

The Johnstown Parks Trailer Recreation Open Space Master Plan was adopted in June 2003. provides guidance on ways to improve conditions for pedestrian sand cyclists, manages parking, improves the streetscape, and promotes appropriate compatible infill development and redevelopment opportunities.

Key design guidelines pertaining to signage and wayfinding include:

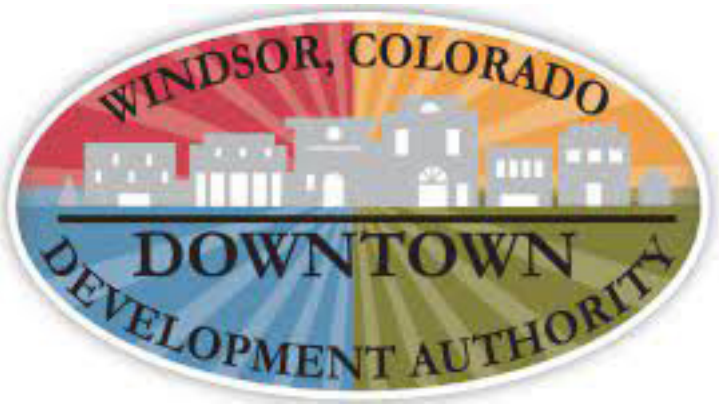
- Integrate the elements of gateway, pathway and destination into the overall plan for the park and trails system.
- Signage of park entrances, trailheads, trail markers, interpretative information and park and trail safety should be standardized and include either the Johnstown, Milliken or Master Plan logo.
- Include a gateway with a display of flowers at all park entrances and trailheads.

COMPETITOR COMMUNITIES

Understanding how Johnstown’s historic Downtown relates to communities in the surrounding area/region will ensure the new branding options are not only distinct to Johnstown, but also unique and memorable as compared to how other communities are representing themselves. The following chart outlines the assets, size, messaging and webpage links for Downtown Johnstown’s closest competitors.

COMMUNITY	WEBPAGE	POPULATION	HISTORIC MAIN STREET?	COMMUNITY MISSION STATEMENT/TAGLINE (if applicable)
Windsor, Colorado	https://www.windsorgov.com/ http://www.windsordda.com/	32,758	Yes	It is the mission of the Windsor DDA to create a prosperous, vibrant, energetic, and clean town center, by marketing downtown opportunities, retaining and expanding current business opportunities, preserving downtown charm, and enhancing physical appearance and amenities through partnerships with the community and stakeholders.
Longmont, Colorado	https://www.longmontcolorado.gov/home https://www.visitlongmont.org/ , https://www.downtownlongmont.com/	100,119	Yes	Longmont, Colorado, located within Boulder County, is a city with 22 square miles, more than 300 days of sunshine, and a spectacular view of the Rocky Mountains. It is the perfect blend of small-town charm, cultural experience, culinary wonder and outdoor adventure! Your destination for small town charm and modern urban grit. With innovative businesses, authentic people, tangible history, and Colorado’s best craft culture, Downtown Longmont has something for everyone. Come explore and discover your new favorite place today.
Fort Collins, Colorado	https://www.fcgov.com/ https://downtownfortcollins.org/	169,810	Yes	A distinctive destination. Economic, cultural, and social growth. Mission: to build public-private investment partnerships that foster economic, cultural and social growth in the central business district.
Loveland, Colorado	https://www.lovgov.org/ https://downtownloveland.org/dda	81,774	Yes	Creating a Vibrant Downtown Environment To create a vibrant downtown that provides a safe, dynamic environment to gather, live, educate, shop, work and play.
Greeley, Colorado	https://greeleygov.com/ https://www.greeleydowntown.com/	107,445	Yes	A City Achieving Community Excellence The place to be.
Erie, Colorado	https://www.erieco.gov/	27,157	Yes	n/a
Timnath, Colorado	https://timnath.org/	1,916	No	The Town of Timnath is a welcoming, small community with beautiful parks, a quaint downtown, and safe neighborhoods.

COMPETITOR COMMUNITY LOGO EXAMPLES



COMPETITOR COMMUNITY LOGO EXAMPLES



COMPETITOR COMMUNITY LOGO EXAMPLES



COMPETITOR COMMUNITY LOGO EXAMPLES



Loveland Downtown District



COMPETITOR COMMUNITY LOGO EXAMPLES



COMPETITOR COMMUNITY LOGO EXAMPLES



Where Your Business is Our Business

COMPETITOR COMMUNITY LOGO EXAMPLES



03

Existing Conditions

EXISTING CONDITIONS ANALYSIS

Branding & Sense of Place Within Historic Downtown Johnstown

Understanding the existing conditions within Johnstown's historic Downtown helps establish the character-defining features of the area, and how it currently tells the community story. The existing conditions also help identify the elements that contribute to Johnstown's sense of place and history as represented by concrete, tangible Downtown elements.

TELLING THE HISTORIC STORY

Johnstown takes great pride in its historic roots, and evidence of nods to history and historic storytelling can be seen throughout the historic Downtown.





EXISTING SIGNAGE & BRANDED ELEMENTS

There are several elements within the historic downtown that are branded with the 'Town of Johnstown' messaging. Continuing to respect the Town brand while also incorporating the new Downtown branded elements will ensure that each continues to tell a part of the overall community story.



HISTORIC ‘MAIN STREET’ WALKABLE CHARACTER

Downtown Johnstown exemplifies the character-defining elements of a historic Main Street. It has storefronts that line the route, and wide sidewalks that provide ample space for people to stroll, browse the storefront displays, and rest and connect to neighbors and friends on benches and other street furnishings. Elements like pedestrian-scale lighting, celebratory banners, colorful planter pots, clearly marked crosswalks, and specialty pavers all help reinforce the quaint and charming ‘old town main street’ character.



NEW RETAIL AREA BRANDING

Johnstown’s historic Downtown district is not the only retail area within the community. There are several established newer retail areas, and more planned for the future. Some of these newer retail areas have their own unique brand that will need to be considered when planning for the new Downtown brand.



	Auto Directional Sign Double-Sided (Johnstown)	\$15,000 - \$30,000 (approximate, final costs based on final design drawings*)
	Auto Directional Sign Single-Sided (Johnstown)	\$12,000 - \$25,000 (approximate, final costs based on final design drawings*)
	Roundabout Sign Single-Sided (Buc-ee's)	\$12,000 - \$25,000 (approximate, final costs based on final design drawings*)

*Assumption is wayfinding signage with masonry base, powdercoated metal, and retroreflective lettering/information as per CDOT standards - see prototype example on page 2. Costs, locations, materials, and scales in this document are intended for preliminary planning only.

Buc-ee's Complex

Interchange Details:

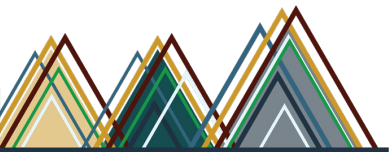
- Ramp from I-25 SB:** Indicated by a red asterisk.
- Fort Collins I-25:** Indicated by a red asterisk.
- Ramp onto I-25 NB:** Indicated by a red asterisk.
- To Johnstown:** Indicated by a red asterisk.
- To Buc-ee's:** Indicated by a red asterisk.
- Ramp onto I-25 SB:** Indicated by a red asterisk.
- Ramp from I-25 NB:** Indicated by a red asterisk.

Speed Limit: 25 MPH speed limit through the DDI interchange.

Other Labels: INTERSTATE 25, I-25 Denver, RAMP ONTO I-25 SB, RAMP FROM I-25 NB, TO JOHNSTOWN, TO BUC-EE'S.

Buc-ee's Signage Types & Locations

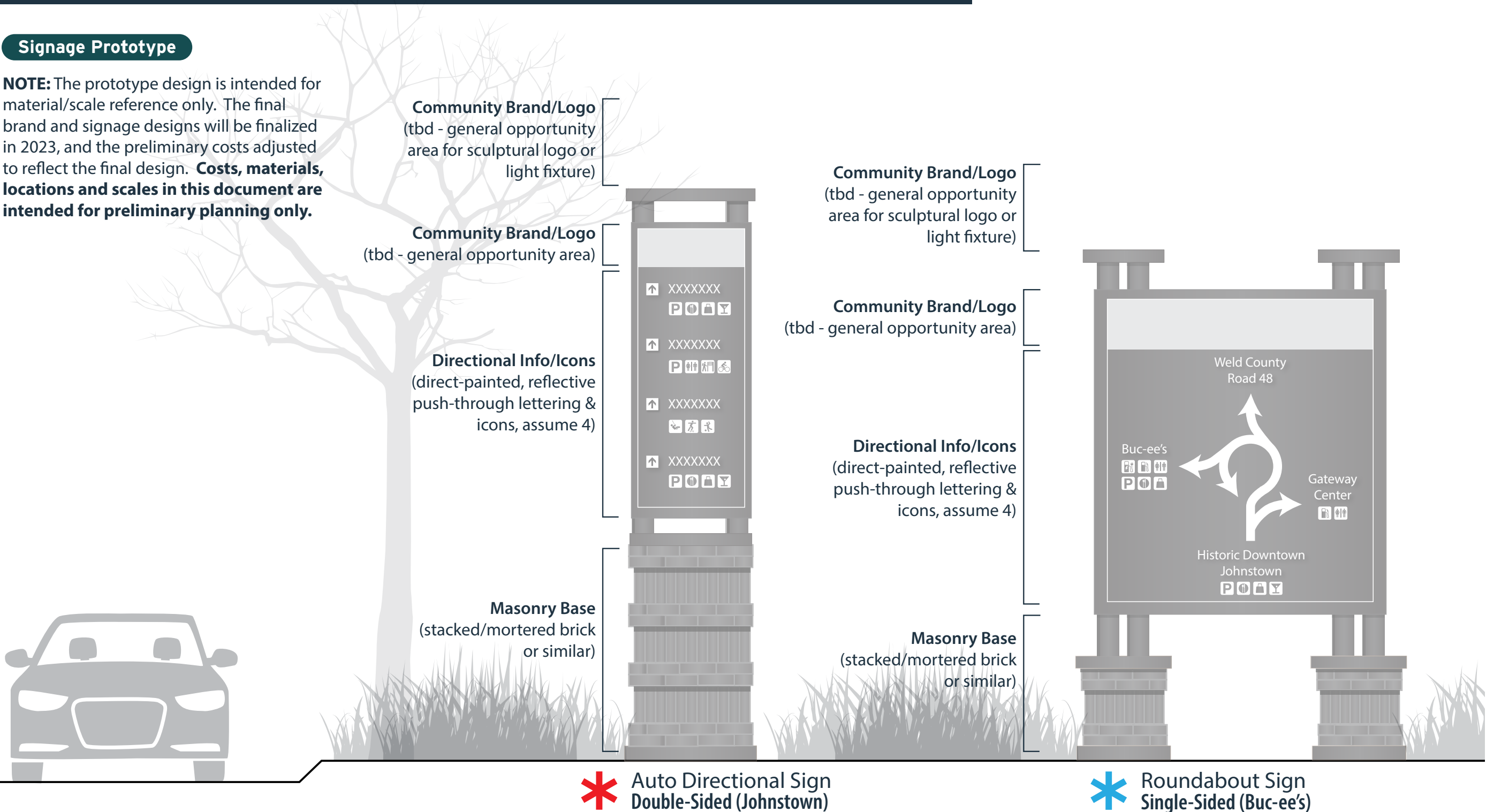
This is
Downtown
Johnstown



Branding & Wayfinding Plan

Signage Prototype

NOTE: The prototype design is intended for material/scale reference only. The final brand and signage designs will be finalized in 2023, and the preliminary costs adjusted to reflect the final design. **Costs, materials, locations and scales in this document are intended for preliminary planning only.**



05 Stakeholder Outreach & Key Themes

STAKEHOLDER OUTREACH BY-THE-NUMBERS

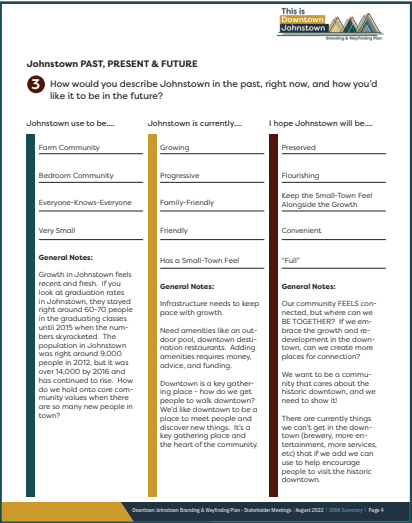
Reaching out to the Johnstown community was done throughout the branding research and information-gathering process. The following overview includes all the types of outreach used and the feedback received by outreach method.

Door-to-Door Conversations with Johnstown Storefronts, Restaurants, Businesses & Entertainment Venues **>65**

COMMUNITY SURVEY **258** Responses



STICKERS PRINTED & DISTRIBUTED **4000**
10 Temporary Signs Installed



Stakeholder Surveys & Workshops

75



WINDOW CLINGS **100**



EMAILS TO HOA'S & METRO DISTRICTS **22**



EVENTS **5**

FOAM CORE BOARDS AT PUBLIC BUILDINGS **6**

f **15** Posts **+** **61** Comments **👍** **160** Likes **↗** **54** Shares

KEY STAKEHOLDER THEMES & IDEAS

When stakeholders and members of the Johnstown community were asked to share their most important community values and visions for the future, several key themes emerged across all conversations, surveys, workshops, presentations, social media comments, and outreach events. The key themes below represent the heart and soul of Johnstown, and the role of the historic downtown in celebrating and preserving what makes the community special, unique, and memorable.

Overarching Key Feedback Direction: Downtown OWNERSHIP, INVESTMENT and LEADERSHIP

Although each of the themes below vary in their perspectives and areas of emphasis, there is one thing that unites all these ideas. This key point came up during all community feedback, and it can be seen as the OVERARCHING THEME UNDER WHICH ALL OF THE FOLLOWING THEMES CAN BE GROUPED. That key point is:

The Historic Downtown district is the heart of the Johnstown community, and it needs much greater focus and investment from the Town and decision-makers.

Members of the Johnstown community felt the best way to ensure the downtown thrives is to have the Town take an **active ownership role in investing and shaping the historic downtown’s growth and redevelopment**. As the central community gathering place, members of the community said they **didn’t want the downtown’s growth to be left to the whims of market forces**. Instead, they stated they wanted the Town to understand their collective vision for the downtown as a thriving, vibrant, walkable destination where people have engaging spaces and places to come together, and where the foundations of a connected, caring community can be made manifest. The same key words of **OWNERSHIP, INVESTMENT, and LEADERSHIP** were used by members of the community to describe how they wanted the Town and the Johnstown Downtown Development Authority to focus their energies and resources in ensuring the historic downtown is a place of pride within the community. All stakeholders agreed that the current downtown does not reflect its cultural and symbolic importance to the community, and said the Town needs to help the downtown redevelop and thrive. There were many ideas for what types of improvements and reinvestment would help improve downtown Johnstown, but **all stakeholders were united in their belief that the Town needs to elevate the historic downtown, and be the guiding hand in allocating resources and investments that prioritize improvements within the historic downtown district**.

1 KEY THEME

Johnstown is...
a **CARING AND AUTHENTIC** place

Johnstown is a caring an authentic place where people know each other and value opportunities to come together to help each other. Its historic agricultural roots means it is connected to the cycles of the land and nature, and humble in the face of life’s unknowns and challenges, and resilient together when times are tough. Johnstown’s motto of ‘A Community that Cares’ runs deep, and authentically represents a core behavioral expectation for Johnstown residents. When talking through what caring means, examples of putting others before yourself and leading with the heart were given. It is a quiet, beautiful place with peaceful views to western mountains across open agricultural fields, and magnificent sunsets that feel like a blessing at the end of a long day.

Johnstown needs to have places that support its motto as ‘The Community That Cares.’ Bring people together so the old-timers and the new-comers can mix and get to know each other and use our downtown.”

2 KEY THEME

Johnstown is...
GENUINE & HUMBLE

Although proud of it’s history and culture, Johnstown isn’t a place that shouts loudly about its accomplishments, or denies its struggles with an overly polished surface. When people interact with each other in Johnstown, they tend to lead with genuine attention and care for others, and have a tendency to downplay their gifts - until they see how these could be used to help someone, which causes them to offer what they can. Johnstown is not a flashy place, since the perception is that too much polish or voices that too loudly trumpet their accomplishments aren’t able to hear the needs of others.

Listening is valued more than speaking.

“Johnstown is a place where you can go no matter the time of day and you’ll see a friendly face that you know and can have a conversation with. Keep the small farm-town feel.”

3 KEY THEME

Johnstown is...
**ROOTED IN
AGRICULTURAL
PATTERNS**

The history of Johnstown is grounded in agriculture. The rhythms and cycles of agriculture are closely tied to the seasons and weather, and require an attentive eye to the needs of the land, plants, and animals. Those involved with agriculture need to look carefully and deeply at the land and make responsive adjustments to support its growth and health. It is an active act of care and attention. Agricultural communities are also united in the environmental conditions that impact their collective success - a bad year for one farming family is often also a bad year for everyone else in the community, too. **There is unity in this lifestyle, and also a shared support structure to deal with difficulties.** Finally, agricultural communities have natural times of the year to celebrate the fruits of their cultivation, which often result in shared festivals of harvest and abundance.

“The history of Johnstown is agricultural, and the core values of the historic agricultural community were resiliency through collective support. Agricultural families worked hard, but were also reliant on the support, care, and giving nature of other agricultural families. Johnstown’s history is one of individual hard work supported through the kindness, care, and generosity of other members of the community.”

4 KEY THEME

Johnstown is...
**worried about
GROWTH & ITS
IMPACTS**

Johnstown is in the middle of rapid and unprecedented growth and change. There is a feeling that growth is happening very fast - perhaps so fast that it's hard to 'keep up' with the growth. Discussions of needing to have adequate infrastructure in place for growth reflect the desire to make sure residents are supported as the community expands. There was also a keen understanding of the emotional impacts of a rapid and accelerating pace on a community that has historically reflected slow, thoughtful and connected growth. Emotions like anxiety, uncertainty, loss, and concern were used to describe the feeling of not knowing how to grow in line with the historic community character and values.

“Downtown Johnstown needs something like “The Exchange” in Ft Collins where friends & neighbors can spend time together eating/drinking & kids can play in open spaces. Areas and businesses that encourage community coming together & spending time with each other. I think that could help keep a “small town feel” in a growing community.”

5 KEY THEME

Johnstown is...
**LACKING PLACES FOR
THE COMMUNITY TO
COME TOGETHER**

Johnstown is a place where people have historically felt connected and supported. Connection is still a strong character-defining trait of Johnstown, and identifying places and events that help encourage community connections is very important. There is a hope that Johnstown will encourage more physical spaces for connection and coming together - especially in the historic downtown. There is a pressing need for places where people can work and grow small businesses within the community, **and the historic downtown is where residents want to see improvements that support community interaction and coming together.** Ideas for co-working spaces, maker/creator spaces, trails that link neighborhoods, and breweries and entertainment venues in the downtown were all highlighted as potential places for people to gather and meet other community members.

“Johnstown needs a bike path and walk way connecting West Johnstown to downtown! Families have no access to get from West Johnstown to the downtown area by foot. There is not connecting paths. We want to be able to ride our bikes from Rocksbury Ridge all the way to Downtown Johnstown in a safe manner.”

6 KEY THEME

Johnstown is...
**historically MULTI-
GENERATIONAL &
ROOTED**

People who grow up in Johnstown tend to come back - even if they leave initially. They are drawn back to the values of the community and ties to both immediate family and the larger Johnstown family. There are many families in town that have multi-generational history and ties to the community. However, for the many new people who are moving into Johnstown, the question of how Johnstown can invite/include them into a shared sense of belonging and inclusion is critical. What activities, messages and places could make a meaningful statement about Johnstown welcoming new people and showing them a pathway into the caring heart of the town? Can events or places be designed that tell the story of Johnstown’s helping, caring, and resilient nature? And how can new people connect or be welcomed into to these spaces/events?

“Johnstown needs more emphasis on real inclusion. Many people might feel that there are “locals” that have lived here for generations and there are “new” people that don’t feel that same welcoming feeling. Fix that maybe?”

DOCUMENT PREPARED BY:

Michael Baker
I N T E R N A T I O N A L



Town of Johnstown

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO
Monday, November 07, 2022 at 7:00 PM

MINUTES

CALL TO ORDER

Mayor Pro Mellon called the meeting to order at 7:02 pm and led the Pledge of Allegiance.

Pledge of Allegiance

ROLL CALL

Present:

Councilmember Berg
Councilmember Mellon
Councilmember Molinar
Councilmember Young
Councilmember Dominguez
Councilmember Morris

Absent:

Mayor Lebsack

AGENDA APPROVAL

A motion was made by Councilmember Berg, seconded by Councilmember Young, to approve the agenda.

The motion passed.

SPECIAL PRESENTATIONS

1. Veteran's Day Proclamation

The proclamation was read by Mayor Pro tem Mellon.

2. Presentation on the State Highway 60 Feasibility Study - Johnny Olson, JWO Engineering

Troy White, Public Works Director, and Johnny Olson, JWO Engineering presented on updates to State Highway 60. Council asked for clarification on the stop light on Carlson- which staff confirmed the design of which is done, and an item on the meeting's agenda would be presented to Council for approval to continue that process.

PUBLIC COMMENT

Bill Stevens, Johnstown resident, spoke to metro district taxes.

CONSENT AGENDA

Councilmember Berg moved to accept the consent agenda.

Councilmember Molinar seconded and the motion passed unanimously.

The Community That Cares

johnstown.colorado.gov

P: 970.587.4664 | 450 S. Parish Ave, Johnstown CO 80534 | F: 970.587.0141

3. October 17, 2022 Minutes
4. Subdivision Development and Improvement Agreement - Johnstown Farms Filing No. 2, with Post Modern Development
5. First Amendment to Loan Agreement Between Town of Johnstown and Housing Authority of the Town of Johnstown
6. Intergovernmental Agreement Between the State of Colorado and Town of Johnstown
7. October 2022 List of Bills

TOWN MANAGER REPORT

8. Town Manager's Report

Matt LeCerf, Town Manager, presented the report.

TOWN ATTORNEY REPORT

There was no report from the Town Attorney.

OLD BUSINESS

9. High Plains Boulevard Construction Time Extension Request

Matt LeCerf, Town Manager, noted this continued item included a timeline in the attached memo. Due to supply chain issues, the developer requested an extension to complete, with a final extension date of July 31, 2023. A representative from Oakwood Homes spoke to completed and remaining items in the project.

Councilmember Morris moved to approve the extension of times requested by Oakwood for the High Plains Boulevard improvements as detailed in the attached letter from Oakwood Homes

Councilmember Molinar seconded, and the motion passed.

PUBLIC HEARING

10. Resolution 2022-44 Approving the Thompson Ridge Estates Preliminary/Final Subdivision Plat and Development Plan

Mayor Pro tem Mellon opened the Public hearing for Resolution 2022-44.

Kim Meyer, Planning and Development Director presented this item noting the location adjacent to Larimer county several areas. Ms. Meyer noted that public comment had been received through the process, which was mainly related to impact to wetland and drainage area and impact on existing views.

The Planning and Zoning Commission recommends approval of this item to Town Council.

Council asked clarification on who maintains the drives in the proposed plans and what enforcement the Town would have to keep the roads maintained, to which staff noted it would be a homes owner's association and the development plans and construction documents would be a plan performance to enforce standards.

Mayor Pro tem Mellon opened the public hearing for comment for residents wishing to speak in favor or against this item.

Dave McDonough owns property directly east of the location and noted he had question of fencing due to cattle concerns.

Mayor Pro tem closed the public hearing on this item.

Councilmember Berg moved that the Town Council approve Resolution 2022-44 approving the Thompson Ridge Estates Preliminary/Final Subdivision Plat and Development Plan

Councilmember Young provided the second.

The motion carried.

11. Public Hearing - 2023 Proposed Budget

Mayor Pro tem opened the public hearing for the 2023 Proposed Budget, noting this was a public hearing regarding the budget but Council would not be taking any action on the budget tonight.

Devon McCarty, Interim Finance Director, presented the proposed budget, reviewing the Total Town budget, revenues, expenditures and tax information.

Mayor Pro tem Mellon opened the public hearing for comment for residents wishing to speak in favor or against this item, to which there was none and Mayor Pro tem Mellon closed the public hearing.

NEW BUSINESS

12. Water & Sewer Agreement for Thompson Ridge Estates, with R&M Holdings, LLC

Ms. Meyer noted this is the Water Sewer Service Agreement for the item presented earlier on the agenda.

Councilmember Morris move to approve the Water & Sewer Service Agreement for Thompson Ridge Estates.

Councilmember Berg seconded the motion and the motion carried.

13. Subdivision Development & Improvement Agreement Between the Town of Johnstown and R&M Holdings, LLC for Thompson Ridge Estates

Ms. Meyer presented the Subdivision agreement for Thompson Ridge Estes.

Councilmember Young moved to approve the Subdivision Development and Improvement Agreement with R&M Holdings, LLC, for Thompson Ridge Estates.

Councilmember Morris provided the second and the motion carried.

14. Application Requesting A Fractional Water Share Sale for 27 N. Parish Avenue

Mr. LeCerf presented the fractional Water Share sale for 27 N. Parish Avenue, noting this would give residents the opportunity to do something with their property they may not be able to do otherwise. An office facility with four apartments on a top floor is the desire of the property owner, requesting 1.28-acre feet of water.

Councilmember Berg moved to approve the Application of Fractional Water Sale to be attached to 27 N. Parish Avenue, parcel number 105904300006 consisting of 1.28 acre feet of water in the amount of \$90,050.00.

Councilmember Young seconded and the motion passed.

15. Water Sewer Service Agreement - 27 Parish Investments, LLC

Mr. LeCerf noted this item accompanies the Fractional Water Share previously listed on the agenda.

Councilmember Molinar move to approve the Water & Sewer Service Agreement for 27 Parish Investments, LLC as presented.

Councilmember Morris seconded and the motion passed.

COUNCIL REPORTS AND COMMENTS

Councilmember Dominguez spoke to the recent loss of Hugh McKean.

Councilmember Morris also spoke to Mr. McKean.

Councilmember Young spoke to the Cemetery crawl and new library access.

Councilmember Berg spoke to Trick or Treat Street, and upcoming Veteran's Day events, noting the dedication of the Veteran's Memorial has been moved to January 2023.

MAYOR'S COMMENTS

Mayor Pro tem Mellon spoke to the I-25 work and the Elwell Elementary School.

INFORMATIONAL ITEMS

16. Informational Items

Informational items were included in the packet.

ADJOURN

Mayor Pro tem Mellon adjourned the November 7, 2022 Regular Town Council meeting at 8:55 pm.

Gary Lebsack, Mayor

Hannah Hill, Town Clerk



Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: November 21, 2022

SUBJECT: 2022 Lien Certification for Larimer and Weld Counties

ATTACHMENTS: 1. Resolution 2022-45, Certifying the Liens to Larimer and Weld Counties

PRESENTED BY: Devon McCarty, Interim Finance Director

AGENDA ITEM DESCRIPTION:

CRS 31–20–105 authorizes municipalities to collect all delinquent charges, assessments or taxes by certifying them to the County Treasurer. The Town adopted Sections 7-11, 7-64,13-8, and 16-306 of the municipal code by ordinance, that address the rights of the Town to collect utility charges and to collect past due, unpaid balances by placing a lien with the County Treasurer to be collected with the real estate taxes.

Each year, Larimer and Weld Counties accept worksheets containing property numbers, and outstanding amounts due from municipalities that wish to have the County Treasurer collect the past due amounts. The county then adds the delinquent charges, assessments or taxes along with a 10% fee for processing to the property tax bill associated with the outstanding debt.

Municipalities take advantage of this opportunity and use it to collect a variety of outstanding debt owed to the City/Town for things such as utility bills, property abatements, special assessments, permits, etc. The Town of Johnstown has used it in the past primarily for utility bill collection and for property abatement collections.

Currently, the Town has 1 utility account in Larimer County with a total collective outstanding balance of \$903.38. The Town has 8 utility accounts in Weld County that are outstanding with a collective balance owing of \$5,136.44. The Town has sent letters to the customers notifying them of the status of their accounts and encouraging them to remit payment to the Town to avoid the special assessment, so should customers make payments on their accounts prior to the date required for certification, those numbers could change.

The Community That Cares

www.TownofJohnstown.com

P: 970.587.4664 | 450 S. Parish Ave, Johnstown CO | F: 970.587.0141

Larimer and Weld County policies require that all municipalities provide a resolution in order to certify liens each year. The Resolution attached was written in response to that policy.

LEGAL ADVICE:

The Town Attorney drafted the Resolution.

FINANCIAL ADVICE:

Certifying the liens to the County Assessors will allow the Town to collect the cash for amounts owed on outstanding accounts, thus improving our cash flows.

RECOMMENDED ACTION: Approve Resolution 2022-45 as presented.

Reviewed and Approved for Presentation,



Town Manager

**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2022-45**

**A RESOLUTION CERTIFYING VARIOUS LIENS TO THE
LARIMER AND WELD COUNTY TREASURER'S OFFICE FOR
INCLUSION IN THE APPROPRIATE TAX BILL**

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

WHEREAS, C.R.S. § 31-20-105 allows municipalities to "cause any or all delinquent charges, assessments, or taxes made or levied to be certified to the treasurer of the county and be collected and paid over by the treasurer of the county in the same manner as taxes are authorized" if authorized to do so by ordinance; and

WHEREAS, the Town adopted Section 7-11, Section 7-64, Section 13-8, and Section 16-306 of the Johnstown Municipal Code by ordinance, addressing the rights of the Town to collect utility charges, hold the owner of the property responsible for unpaid utilities and collect unpaid balances by placing a lien with the county treasurer to be collected with the real estate taxes; and

WHEREAS, the Town has utility bills and property abatements that have not been paid and desires to place a lien upon the real estate taxes.

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

Section 1. The Town Council certifies that the accounts submitted to the Larimer and Weld County Treasurer are delinquent and should become as assessment on the property served together with an additional 10% for costs of collection.

Section 2. The Finance Director is authorized to submit the data in any format requested by the Larimer County Treasurer by December 9, 2022 and to the Weld County Treasurer by December 1, 2022.

Section 3. Severability. In the event any title, section, paragraph, item, sentence, clause, phrase or word of this resolution is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining portions of the resolution which shall remain in full force and effect as if the portion so declared or adjudged invalid or unconstitutional were not originally a part of the resolution.

Section 4. Repealer. All resolutions, or parts of the same that are inconsistent with the provisions of this resolution, are hereby repealed to the extent of such inconsistency.

PASSED, SIGNED, APPROVED, AND ADOPTED THIS 21st day of November, 2022.

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
Hannah Hill, Town Clerk

By: _____
Gary Lebsack, Mayor

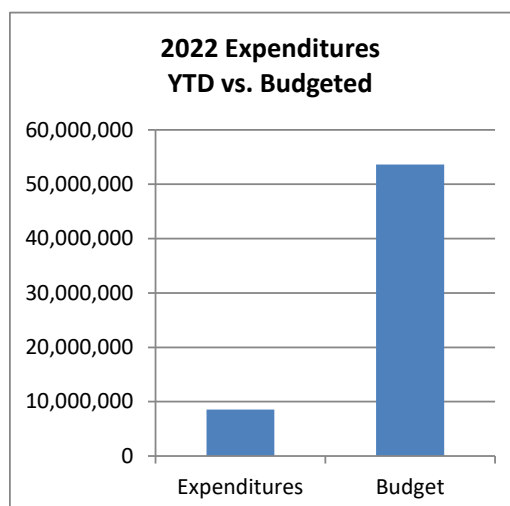
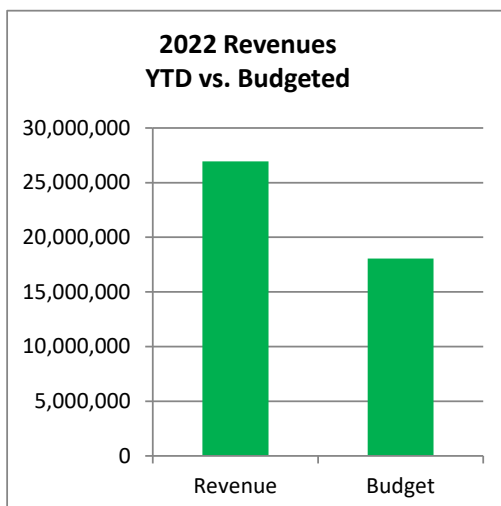
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - General Fund
Period Ending October 31, 2022
Unaudited

Item #4.

General Fund	2022 Actuals September	2022 Adopted Budget	% Complete
Beginning Fund Balance	68,989,739	68,989,739	
<u>Revenues:</u>			
Taxes & Fees	19,464,682	16,413,716	118.6%
Licenses & Permits	3,802,942	1,156,650	328.8%
Fines & Forfeitures	208,218	160,500	129.7%
Intergovernmental	238,249	25,000	953.0%
Earnings on Investment	253,370	52,500	482.6%
Miscellaneous Revenue	2,970,977	253,000	1174.3%
<i>Transfers In</i>	-	-	
Total Operating Revenues	26,938,438	18,061,366	149.1%
<u>Expenditures:</u>			
Legislative	820,789	932,500	88.0%
Town Manager	667,962	1,644,593	40.6%
Town Clerk	374,493	509,750	73.5%
Finance	308,958	417,510	74.0%
Planning	379,491	759,878	49.9%
Reimbursements	554,116	300,000	184.7%
Building Inspections	205,436	271,400	75.7%
Police	3,460,995	4,878,580	70.9%
Public Works	450,075	761,200	59.1%
Buildings	284,424	293,250	97.0%
<i>Transfers Out</i>	1,052,741	42,837,000	2.5%
Total Expenditures	8,559,481	53,605,661	16.0%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	18,378,957	(35,544,295)	
Prior Period Adjustment			
Ending Fund Balance*	87,368,697	33,445,444	

* - Unaudited

83% of the fiscal year has elapsed



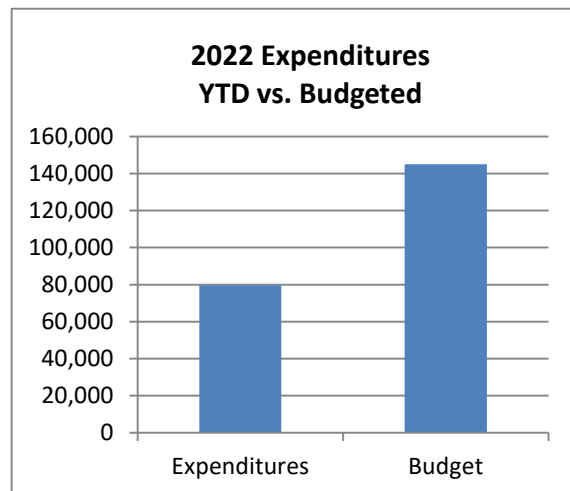
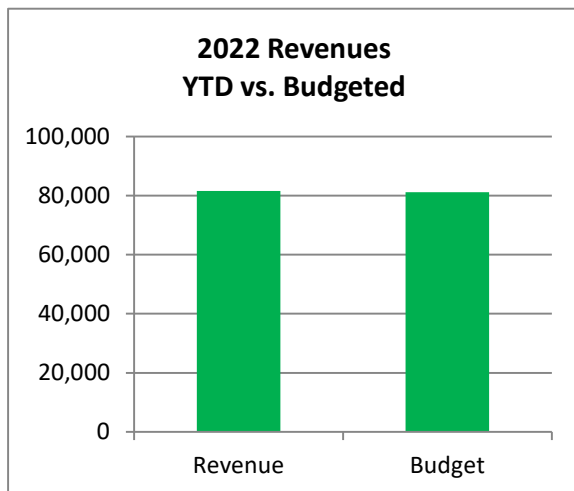
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Conservation Trust Fund
Period Ending October 31, 2022
Unaudited

Item #4.

Conservation Trust Fund	2022 Actuals September	2022 Adopted Budget	% Complete
Beginning Fund Balance	100,051	100,051	
Revenues:			
Intergovernmental	81,248	81,100	100.2%
Earnings on Investment	349	50	698.5%
Total Operating Revenues	81,597	81,150	100.6%
Expenditures:			
Operations	-	-	
Capital Outlay	79,593	145,000	54.9%
Total Expenditures	79,593	145,000	54.9%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	2,005	(63,850)	
Ending Fund Balance*	102,056	36,201	

* - Unaudited

83% of the fiscal year has elapsed



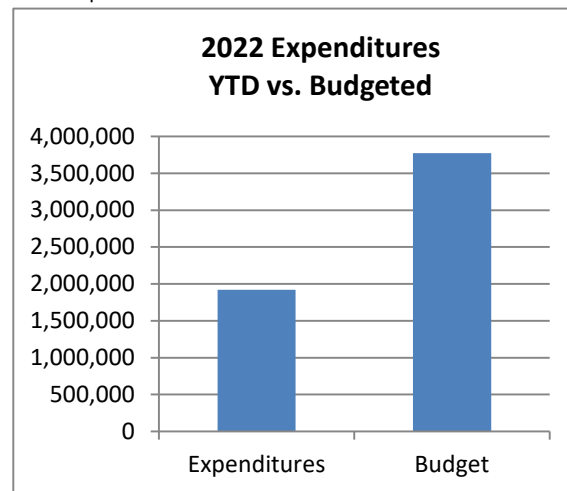
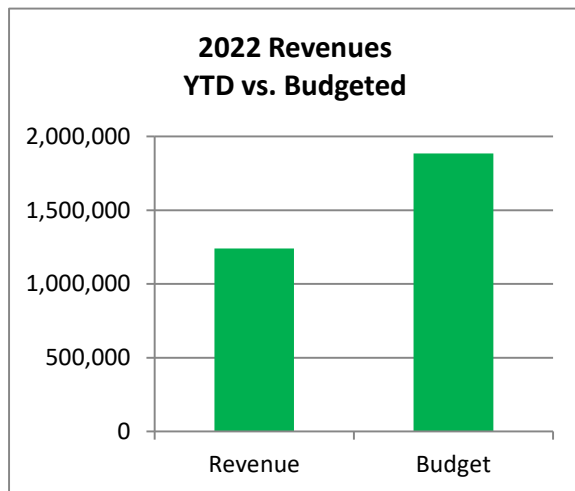
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Parks and Open Space Fund
Period Ending October 31, 2022
Unaudited

Item #4.

	2022 Actuals September	2022 Adopted Budget	% Complete
Parks and Open Space Fund			
Beginning Fund Balance	7,277,919	7,277,919	
<u>Revenues:</u>			
Taxes & Fees	1,138,884	498,150	228.6%
Miscellaneous Revenue	71,233	222,000	32.1%
Transfers In	0	1,162,000	0.0%
Total Operating Revenues	1,239,268	1,884,650	65.8%
<u>Expenditures:</u>			
Operations	432,013	1,037,550	41.6%
Capital Outlay	1,488,262	2,737,000	54.4%
Transfers Out	-	-	
Total Expenditures	1,920,275	3,774,550	50.9%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	(681,007)	(1,889,900)	
Ending Fund Balance*	6,596,912	5,388,019	

* - Unaudited

83% of the fiscal year has elapsed



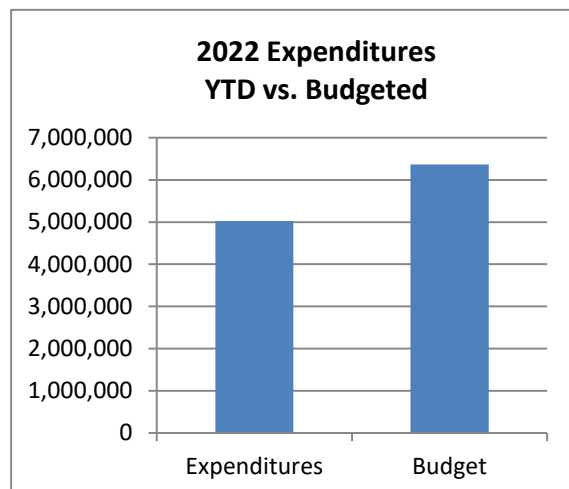
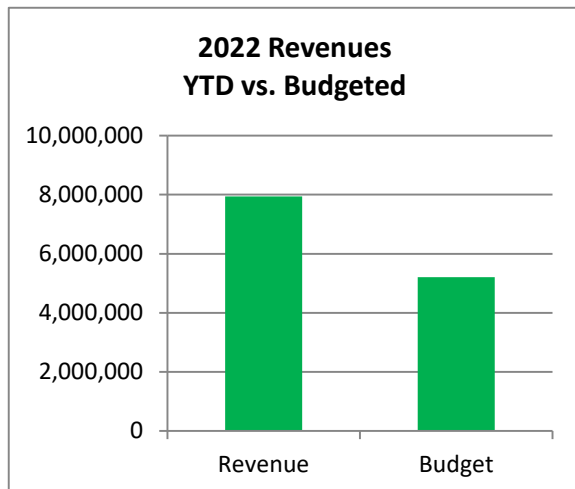
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Street and Alley Fund
Period Ending October 31, 2022
Unaudited

Item #4.

Street and Alley Fund	2022 Actuals September	2022 Adopted Budget	% Complete
Beginning Fund Balance	15,131,804	15,131,804	
Revenues:			
Taxes & Fees	4,332,838	3,191,400	135.8%
Intergovernmental	190,822	707,667	27.0%
Charges for Services	792,655	881,000	90.0%
Capital Investment Fees	2,556,993	420,550	608.0%
Earnings on Investment	70,717	2,000	3535.8%
Miscellaneous Revenues	1,235	-	0.0%
Total Operating Revenues	7,945,259	5,202,617	152.7%
Expenditures:			
Operations & Maintenance	2,330,726	3,599,400	64.8%
Capital	2,698,555	2,769,000	97.5%
Total Expenditures	5,029,281	6,368,400	79.0%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	2,915,978	(1,165,783)	
Ending Fund Balance*	18,047,782	13,966,021	

* - Unaudited

83% of the fiscal year has elapsed



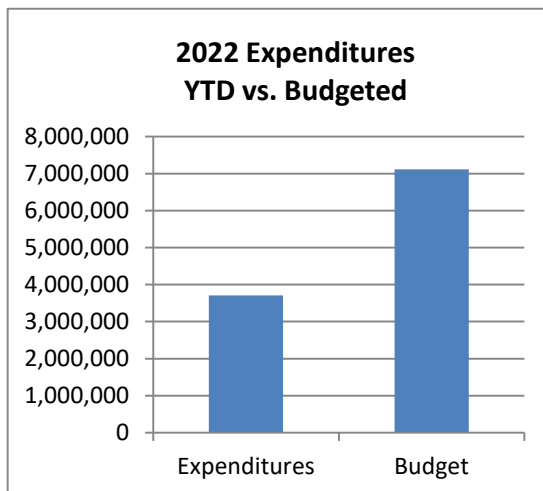
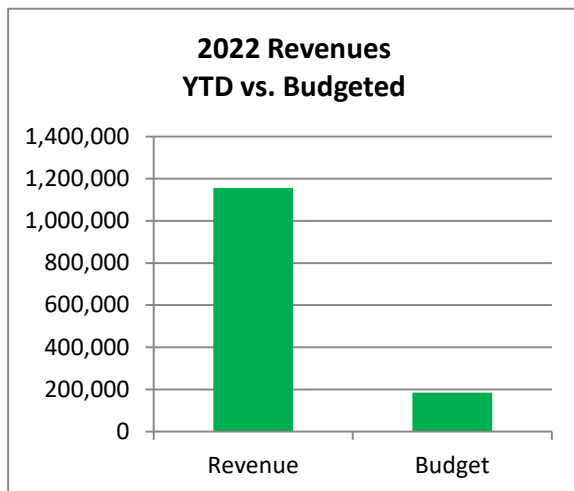
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Capital Projects Fund
Period Ending October 31, 2022
Unaudited

Item #4.

	2022 Actuals September	2022 Adopted Budget	% Complete
Capital Projects Fund			
Beginning Fund Balance	14,524,244	14,524,244	
<u>Revenues:</u>			
Taxes and Fees	1,061,618	240,000	442.3%
Miscellaneous Revenue	-	-	
Interest	94,311	4,500	2095.8%
<i>Transfers In</i>	-	(60,000)	0.0%
Total Operating Revenues	1,155,929	184,500	626.5%
<u>Expenditures:</u>			
Capital Outlay	3,705,480	7,111,500	0.0%
<i>Transfers Out</i>	-	-	0.0%
Total Expenditures	3,705,480	7,111,500	52.1%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	(2,549,551)	(6,927,000)	
Ending Fund Balance*	11,974,693	7,597,244	

* - Unaudited

83% of the fiscal year has elapsed



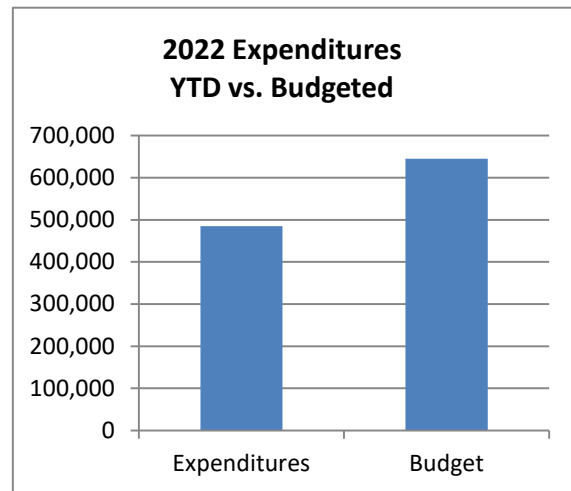
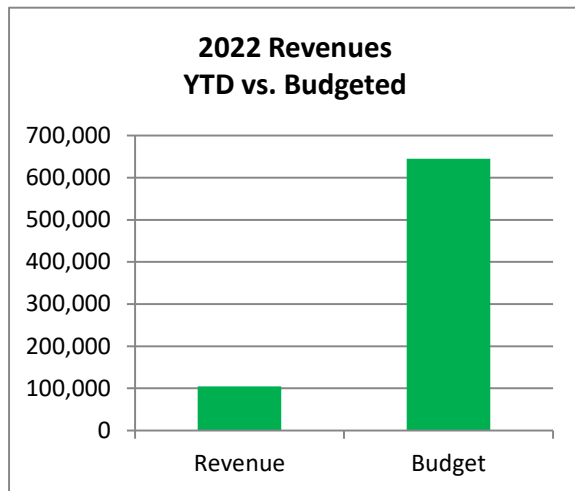
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Tax Allocation Fund
Period Ending October 31, 2022
Unaudited

Item #4.

Tax Allocation Fund	2022 Actuals September	2022 Adopted Budget	% Complete
Beginning Fund Balance	41,435	95,951	
<u>Revenues:</u>			
Taxes & Fees	104,580	645,000	16.2%
Earnings on Investment	-	50	0.0%
Total Operating Revenues	104,580	645,050	16.2%
<u>Expenditures:</u>			
Miscellaneous	484,918	645,050	75.2%
Total Expenditures	484,918	645,050	75.2%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	(380,338)	-	
Ending Fund Balance*	(338,903)	95,951	

* - Unaudited

83% of the fiscal year has elapsed



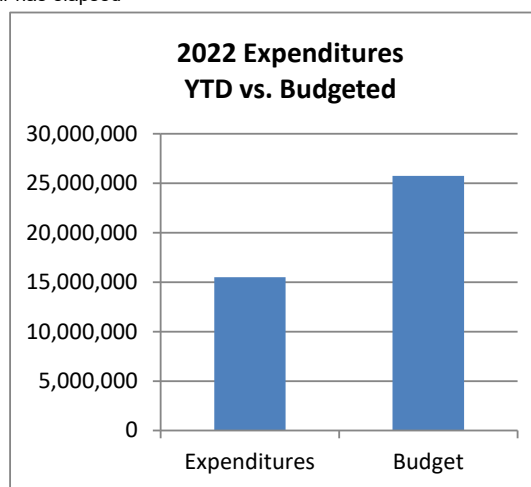
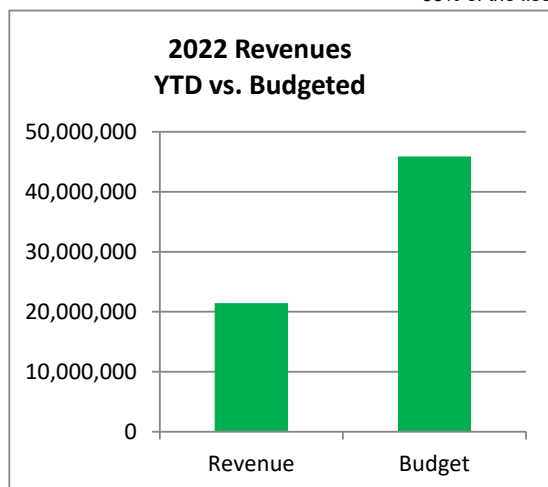
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Water Fund
Period Ending October 31, 2022
Unaudited

Item #4.

Water Fund	2022 Actuals September	2022 Adopted Budget	% Complete
Beginning Cash Balance	22,391,126	22,391,126	
<u>Revenues:</u>			
Charges for Services	4,766,568	3,838,700	124.2%
Total Operating Revenues	4,766,568	3,838,700	124.2%
<u>Expenses:</u>			
Administration	179,576	428,650	41.9%
Operations	2,613,620	3,968,650	65.9%
Capital Outlay	12,190,202	20,910,280	58.3%
Depreciation	507,254	425,000	119.4%
Transfers Out	-	-	
Total Operating Expenses	15,490,653	25,732,580	60.2%
Operating Income (Loss)	(10,724,084)	(21,893,880)	
<u>Non-Operating Revenues (Expenses)</u>			
Tap Fees	2,222,278	1,006,050	220.9%
Capital Investment Fees	2,267,394	850,650	266.5%
Misc. Revenues	12,008,892	40,179,550	29.9%
Interest Expense	154,810	6,900	2243.6%
Total Non-Operating Revenues (Expenses)	16,653,374	42,043,150	39.6%
Excess (Deficiency) of Revenues and Other Sources over Expenses	5,929,289	20,149,270	
Ending Cash Balance*	28,320,416	42,540,396	

* - Unaudited

83% of the fiscal year has elapsed



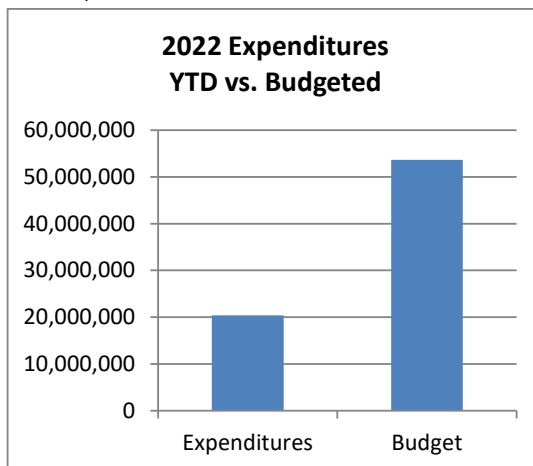
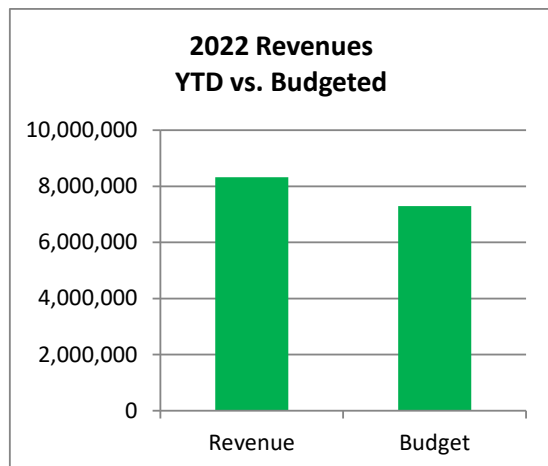
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Sewer Fund
Period Ending October 31, 2022
Unaudited

Item #4.

Sewer Fund	2022 Actuals September	2022 Adopted Budget	% Complete
Beginning Cash Balance	62,270,933	62,270,933	
<u>Revenues:</u>			
Charges for Services	2,494,766	2,984,000	83.6%
Total Operating Revenues	2,494,766	2,984,000	83.6%
<u>Expenses:</u>			
Administration	154,574	244,050	63.3%
Operations	1,168,744	1,991,800	58.7%
Capital Outlay	17,799,740	49,189,000	36.2%
Depreciation	267,770	245,000	109.3%
Debt Service	976,575	1,953,150	50.0%
Total Operating Expenses	20,367,403	53,623,000	38.0%
Operating Income (Loss)	(17,872,637)	(50,639,000)	
<u>Non-Operating Revenues (Expenses)</u>			
Capital Improvement Fees	4,932,308	2,396,740	205.8%
Misc. Revenues	295,945	1,915,000	15.5%
Interest Expense	597,514	1,200	49792.8%
Debt Proceeds	-	-	
Total Non-Operating Revenues (Expenses)	5,825,767	4,312,940	135.1%
Excess (Deficiency) of Revenues and Other Sources over Expenses	(12,046,870)	(46,326,060)	
Ending Cash Balance*	50,224,063	15,944,873	

* - Unaudited

83% of the fiscal year has elapsed



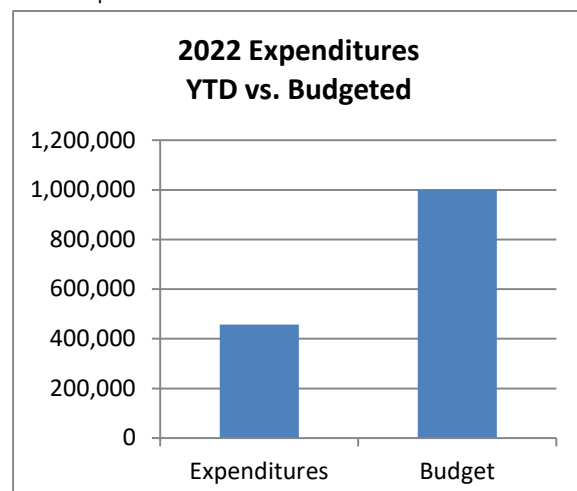
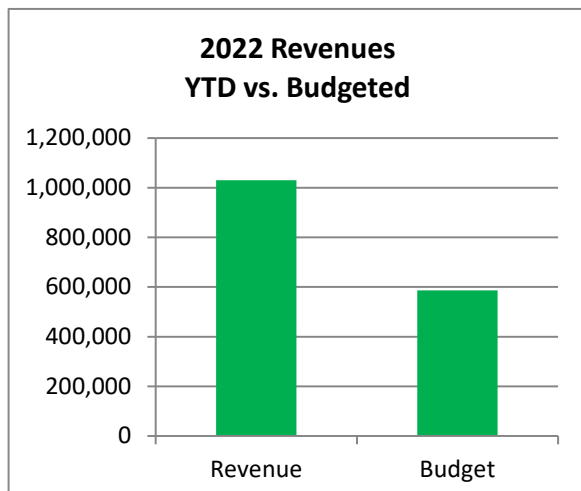
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Drainage Fund
Period Ending October 31, 2022
Unaudited

Item #4.

Drainage Fund	2022 Actuals September	2022 Adopted Budget	% Complete
Beginning Cash Balance	3,515,563	3,515,563	
<u>Revenues:</u>			
Charges for Services	415,472	475,900	87.3%
Total Operating Revenues	415,472	475,900	87.3%
<u>Expenses:</u>			
Administration	105,945	156,765	67.6%
Operations	154,729	364,100	42.5%
Capital Improvements	196,523	480,000	40.9%
Transfer Out	-	-	
Total Operating Expenses	457,196	1,000,865	45.7%
Operating Income (Loss)	(41,724)	(524,965)	
<u>Non-Operating Revenues (Expenses)</u>			
Capital Revenues	593,920	110,000	539.9%
Misc. Revenues	-	-	
Interest Expense	20,511	1,000	2051.1%
Total Non-Operating Revenues (Expenses)	614,431	111,000	553.5%
Excess (Deficiency) of Revenues and Other Sources over Expenses	572,707	(413,965)	
Ending Cash Balance*	4,088,270	3,101,598	

* - Unaudited

83% of the fiscal year has elapsed



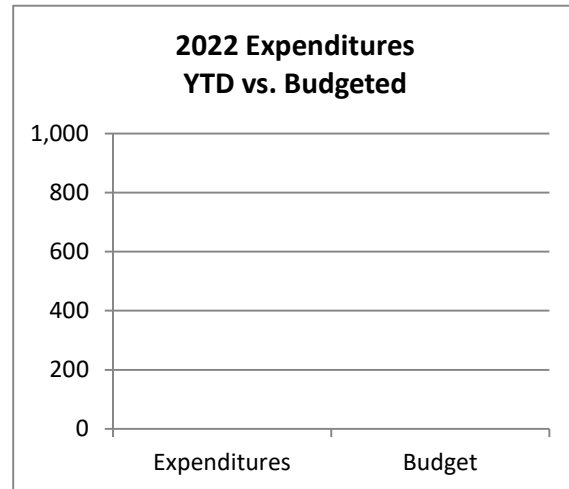
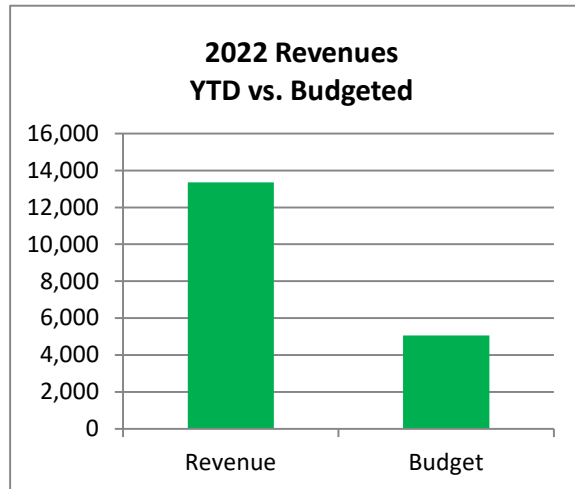
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Cemetery Perpetual Fund
Period Ending October 31, 2022
Unaudited

Item #4.

Cemetery Perpetual Fund	2022 Actuals September	2022 Adopted Budget	% Complete
Beginning Fund Balance	153,817	153,817	
<u>Revenues:</u>			
Miscellaneous Revenue	12,168	5,000	243.4%
Earnings on Investment	1,181	60	1969.0%
Total Operating Revenues	13,349	5,060	263.8%
<u>Expenditures:</u>			
Operations & Maintenance	-	-	
Capital Outlay	-	-	
Transfers Out	-	-	
Total Expenditures	-	-	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	13,349	5,060	
Ending Fund Balance*	167,166	158,877	

* - Unaudited

83% of the fiscal year has elapsed



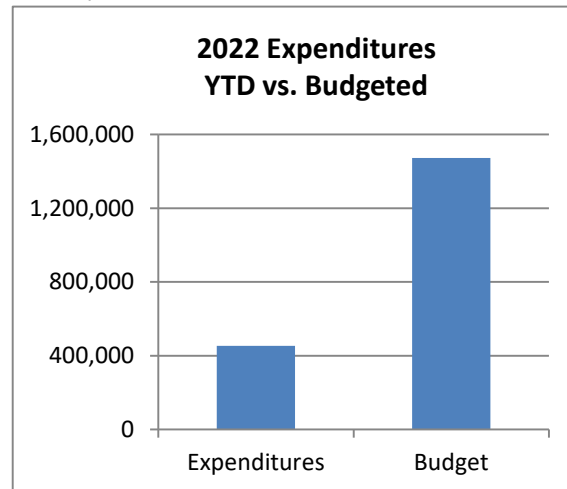
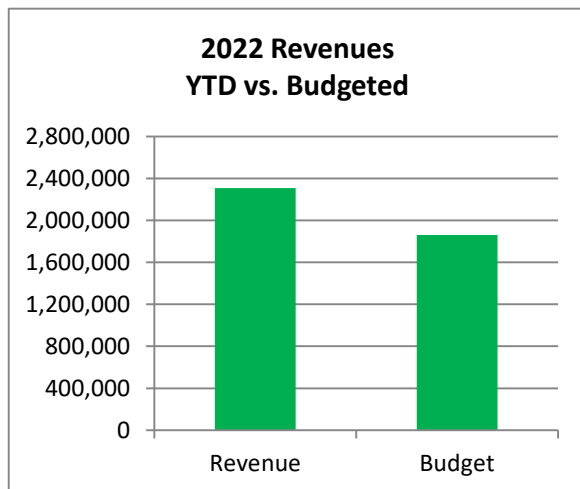
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Library Fund
Period Ending October 31, 2022
Unaudited

Item #4.

Library Fund	2022 Actuals September	2022 Adopted Budget	% Complete
Beginning Fund Balance	6,665,722	6,665,722	
<u>Revenues:</u>			
Intergovernmental	486,564	488,959	99.5%
Miscellaneous Revenue	2,378	11,000	21.6%
Capital Investment Fees	652,401	215,000	303.4%
Interest	52,236	5,000	1044.7%
<i>Transfers In</i>	1,113,678	1,140,000	97.7%
Total Operating Revenues	2,307,256	1,859,959	124.0%
<u>Expenditures:</u>			
Operations	453,753	1,472,000	30.8%
Capital Outlay	-	-	0.0%
Total Expenditures	453,753	1,472,000	30.8%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	1,853,503	387,959	
Ending Fund Balance*	8,519,225	7,053,681	

* - Unaudited

83% of the fiscal year has elapsed



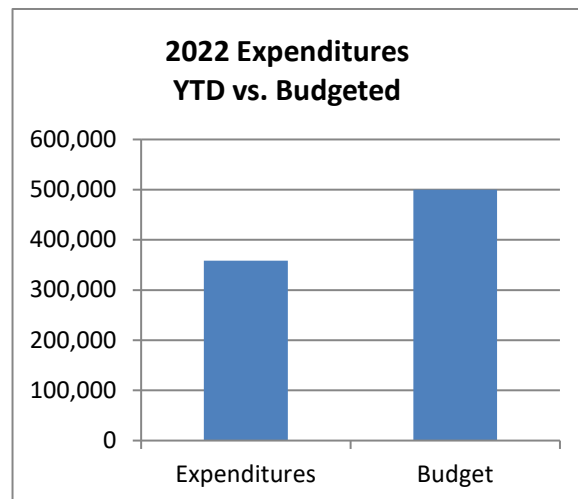
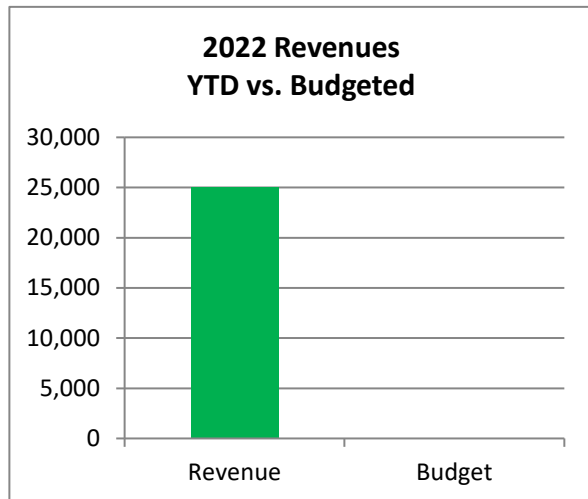
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Recreation Center Fund
Period Ending October 31, 2022
Unaudited

Item #4.

	2022 Actuals September	2022 Adopted Budget	% Complete
Recreation Center Fund			
Beginning Fund Balance	922,738	922,738	
<u>Revenues:</u>			
State Grants	25,000	0	
Transfers In	-	-	
Earnings on Investment	-	-	
Total Operating Revenues	25,000	-	
<u>Expenditures:</u>			
Operations & Maintenance	358,333	500,000	0.0%
Capital Outlay	-	-	
Total Expenditures	358,333	500,000	71.7%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	(333,333)	(500,000)	
Ending Fund Balance*	589,405	422,738	

* - Unaudited

83% of the fiscal year has elapsed





Town of Johnstown

MEMORANDUM

TO: Honorable Mayor and Town Council Members

FROM: Matt LeCerf, Town Manager

DATE: November 21, 2022

CC: Town Staff
Local Media

SUBJECT: Town Manager's Report

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

- 11/21/2022 – Regular Council Meeting
 - 11/28/2022 – Work Session (6:00 p.m.)
 - 12/05/2022 – Regular Council Meeting
 - 12/12/2022 – Work Session (6:00 p.m.)
-

Administration, Finance, Planning, & Human Resources

- *Municipal Court* – 140 Court Cases were processed in Municipal Court in the month of October. Staff has begun meeting with the new Prosecuting Attorney, Avi Rocklin, as Council approved a contract to be signed. Ms. Rocklin will begin working with the Municipal Court in January of 2023. The court days will also change in 2023, going to the first and third Mondays of the month, with the docket starting at 1 p.m.
- *Liquor Licensing*- The Town Clerk has received a renewal application for Lux Nailbar.
- *Business Licensing* - Renewal notices have been mailed out to over 500 businesses for the 2023 year.

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- *Weld RE-5J Long Range Planning* – Town planning staff attended meetings on November 8 and 17 to discuss the development of a proposed strategic plan for consideration by the School Board.
- *Planning & Zoning Commission (PZC)* – One of the PZC commissioners has resigned and the Town is seeking candidates to interview at the December 14 regular commission meeting, for appointment in 2023. The PZC is also considering updates to their bylaws to appoint an alternate commission member to offset future absences and resignations and ensure a smoother transition.
- *Sewer Bonds* – The payment of \$976,575 was scheduled on November 7.
- *Colorado Xcel President* – The Town Manager attended an event to host Robert Kenney, Colorado Xcel Energy President. The meeting included the company’s energy outlook and matters of local concern regarding availability and affordability of electrical power in the community.
- *Hillsborough Change Case* – Town Staff and our water consultant professionals continue to work through the initial steps to submit the application and preliminary engineering data to the Hillsborough Ditch Company prior to filing our formal change case. We have also had discussions with local partners about the value of a joint change case. This possibility is still being considered.
- *Happy Thanksgiving* – Thanks to everyone for their hard work this year! It doesn’t go unnoticed. Happy Thanksgiving to the Council, Our Staff, and the Community – enjoy the time with your family.

Police Department

- *Training:*
 - Supervisor Training – Sergeant Timme attended FBI LEEDA Command Leadership Institute.
 - Risk Assessment Training – Commander Oglesby attended pathway to violence training put on by the FBI Behavioral Analysis Unit.
- *Community Policing, Outreach & Miscellaneous Items:*
 - Officers participated in Trick or Treat Street
 - The second annual drug take back day was available for residents and unwanted medications were collected and taken to the DEA office in Denver.
 - The police department celebrated records professional’s week.

Public Works and Utilities

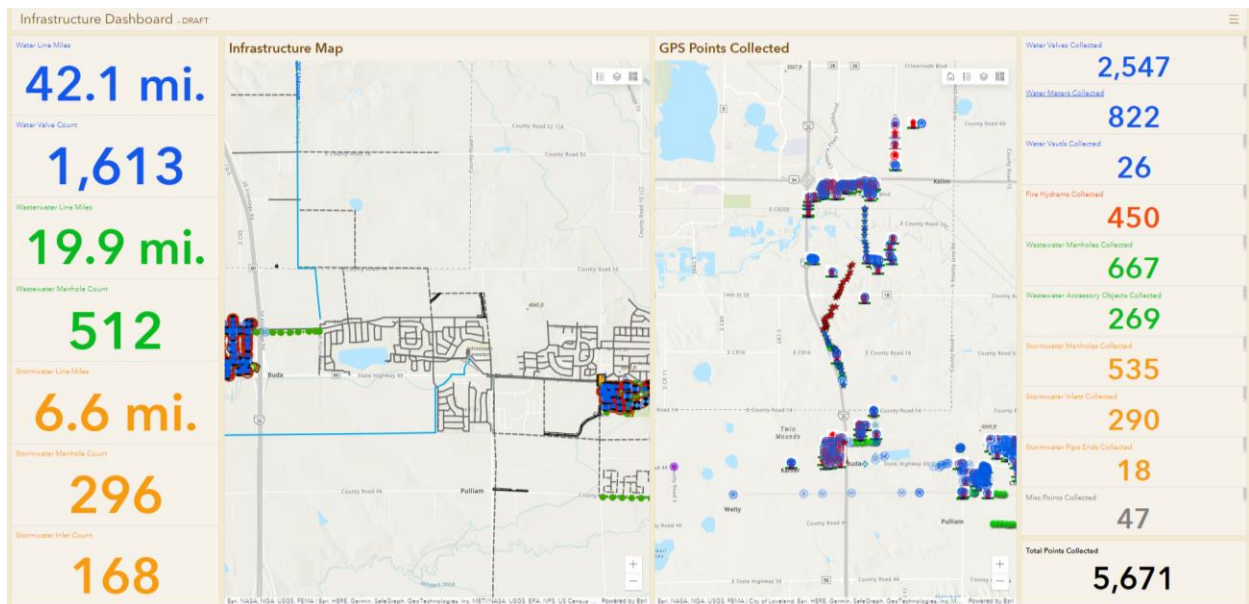
- *Inspections:*
 - Water line inspected – 4,670’
 - Water line tested – 2,440’
 - Sewer line inspected – 3,455’
 - Sewer line tested – 1,850’
 - Manholes installed – 11
 - Meter pits installed – 137
 - Water taps inspected – 175

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- Sub-grade Proof Rolled – 6,433’
- Asphalt inspected – 850’
- Revere Acceptance walk – 70 item punch-list required
- CR 3 top lift inspected – passed
- Fleet repaired electrical wiring on one of our main snowplows, performed preventative maintenance and performed repairs on several vehicles and equipment.
- *Streets and Fleet:*
 - The Housing Authority Subgrade and Paving was completed at the Johnstown Housing Authority facility near 2nd and Greeley.
 - Crews focused on street sweeping for fall leaf clean-up.
 - Crews installed holiday lighting on Parish Ave and at Town Hall.
 - Staff graded dirt roads for November.
 - Crews completed blowing out irrigation lines.
 - Staff spent several hours learning snow routes for this winter.
- *GIS/GPS: 2534 Area*



- *Treatment*
 - Avg November Flows
 - Water Treatment: 1.35 MGD
 - Low Point Wastewater: 0.3 MGD
 - Central Wastewater: 0.78 MGD
 - WTP: Took one DAF basin offline and performed routine maintenance.
 - WTP: Granular Activated Carbon units are being taken off line as the material is hauled away. Struggling with the colder temperatures and protecting equipment from freezing. Worked with vendor to haul remaining vessels in order to completely winterize system.

- Low Point WWTP: Monitoring effects of adding air to south basin.
- Low Point WWTP: Removed fats and grease from influent wet well.
- Central WWTP: Working on the HVAC system for winter operations and changed out lights.
- *Utilities Sewer Collection & Water Distribution*
 - Locates: 140 curb stops & 16000 ft of water and sewer main lines
 - Programmed/Installed 52 Meters/MTUs: 24 New and 28 Replacements
 - Ground maintenance for all lift stations, cleaned out clear view lift station debris.
- *Raw Water Transmission* – Town Staff is working with Civil Resources to put together options to determine the best routing and location for a new pipeline.
- *South Water Tank* –Welding crews have finished welding the Tank. Painting crews have mobilized to finish painting the inside and outside of the roof, however, the cold front is currently preventing the contractor from painting until the low temperatures rise. The tank crews will also be working on piping/electrical.
- *South Water Tank Distribution Pipeline* – The contractor is working on installing mainline along WCR 13. The contractor is working north to south between WCR46 and WCR 44 for the next several weeks. Town Staff is working with adjacent property owners and the Hillsborough Ditch Company to complete the final bore in December.
- *Water Treatment Plant Expansion* – Town Staff, the design engineer, and the owner’s representative are working together to select the criteria for the membranes and new site layout options. Once the criteria are set the Town will issue an RFP to solicit proposals for selecting the membrane package. The membrane selection will allow the design to keep progressing forward. Town Staff has issued an RFP to select a CMAR for design review services. Town Staff is looking to award the CMAR contract by the end of the year.
- *Central Interceptor Phase 1* – Town Staff is processing the final payment to close out this project.
- *Central Interceptor Phase 2* – Contractor is installing sewer main along WCR 46 between CR 15 and CR 13. The bore under the railroad tracks has been completed. The mainline installation is scheduled to be complete by the end of the month and then the contractor will complete the tie over and abandonment of the Clearview Lift Station.
- *North Interceptor* – The contractor has begun preparing the site for the new lift station and providing project submittals to the Town and the design engineer for review to be able to procure equipment/materials. Weld County has approved the building permit for the new lift station. The contractor is ordering long lead items to ensure that the project is completed on time. In addition, Town Staff is continuing to coordinate with property owners to acquire all necessary easements.
- *Low Point Sewer Expansion* – Masonry work is complete on the MBR building and roofing has begun. The contractor will begin installing equipment in the MBR building as it arrives on site. The masons are continuing to work on the headworks building. The contractor is continuing to install process piping and backfilling operations around the new buildings.



- *Central Plant Design* – The Design Engineer is working with CDPHE on the Site Location and Chemical Modification approvals. Town Staff continues to review the design and provide direction to the Design Engineer. The Town has awarded the CMAR design services to Moltz, who is also doing the Low Point expansion. Town Staff, the design engineer and the CMAR will work on value engineering as the design progresses.
- *Charlotte Street Improvements* – Contractor has mobilized, and work is scheduled to begin the week of November 14.
- *Traffic Signal Design for Carlson Blvd and State Highway 60* – Town Staff is waiting on signed IGA from the State of Colorado, once received, the project will bid.
- *State Highway Feasibility Study* – The final report will be issued to Colorado Department of Transportation for final approval.
- *Little Thompson River Trail* – Design is complete and final approval from CDOT is eminent. Town Staff and the design firm are currently working on the Request for Proposal documents and working on a release date for the advertising for bids, anticipated in November.

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CR3 bottom mat paving



Housing Authority parking lot subgrade work



Crews installing Holiday lights



Crews grading CR 42



Crews replacing stop sign



Crews filling corner of CR 50/CR13



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: November 21, 2022

SUBJECT: Economic Incentive Agreement Regarding Grosboll Cookies LLC (dba Mary's Mountain Cookies)

ACTION PROPOSED: Consider Resolution 2022-46 Approving the Economic Incentive Agreement Between the Town of Johnstown and Grosboll Cookies LLC

ATTACHMENTS: 1. Resolution 2022-46
2. Economic Incentive Agreement Between the Town of Johnstown and Grosboll Cookies, LLC

PRESENTED BY: Sarah Crosthwaite, Economic Development Manager

AGENDA ITEM DESCRIPTION:

Mary's Mountain Cookies (MMC) is a Fort Collins based franchise business looking to expand and open their first store in Johnstown. MMC has a preference to locate in downtowns and has identified 16 S. Parish Avenue as the location. The Johnstown MMC store would be operated by Chris and Sarah Grosboll under Grosboll Cookies, LLC.

MMC is considered a Snack & Nonalcoholic Beverage Bar within the NAICS Code (722515) and provides a boutique eatery experience within the downtown corridor. MMC is currently making improvements to the interior and exterior of the building. These improvements would bring the building up to code for its intended use and revitalize the front façade with an awning, paint/trim, and outdoor café seating area.

In order to facilitate the development of the project, the Town has offered the following incentives:

- The Town will offer a sales tax rebate for a term of 2 years for all sales tax dollars generated directly from POS at the MMC location within Johnstown, CO.
 - 2-year term; sales tax rebate of up to 0.75%; *current local sales tax rate 3%*
 - Term of sales tax revenue share will begin effective from the date of

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issuance of a Certificate of Occupancy (CO) or April 1, 2023; whichever comes first

- The Town will offer a one-time 50% building permit fee reduction based on the total valuation of the construction costs specific to the property.

In order to meet the Town's Economic Incentive Policy, Mary's Mountain Cookies has committed to the following performance measures and expectations:

- A business operating start date no later than April 1, 2023
 - Should the business relocate to another location, the incentive offer is null. Any expansion or additional stores within Johnstown will not qualify for the incentive.
- Business hours must be at least 32 hours per week and among other days of the week, on Fridays and Saturday, not including observed holidays.

The proposed project meets the Town's Economic Incentive Policy by providing a positive fiscal, community, and employment impact within the community. Additionally, a "Mary's Mountain Cookies" store meets the Town's targeted industry objectives of attracting unique commercial retailers within a key corridor of the community. The Town has been effective in strategizing the most appropriate economic incentives available and collecting required data and due diligence to ensure a fair, judicious, and strategic use of incentives.

LEGAL ADVICE:

The Town Attorney has reviewed the Economic Incentive Agreement.

FINANCIAL ADVICE:

The Town will be committed to a sales tax revenue share of 0.75% for a 2-year term to be paid quarterly as defined in Section 8(a) of the agreement.

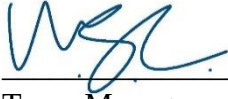
RECOMMENDED ACTION: Approve Resolution 2022-46 approving the Economic Incentive Agreement Between the Town of Johnstown and Grosboll Cookies, LLC.

SUGGESTED MOTIONS:

For Approval: I move to approve Resolution 2022-46 regarding the Economic Incentive Agreement Between the Town of Johnstown and Grosboll Cookies, LLC.

For Denial: I move to deny Resolution 2022-46 regarding the Economic Incentive Agreement Between the Town of Johnstown and Grosboll Cookies, LLC.

Reviewed and Approved for Presentation,



Town Manager

TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2022-46

**RESOLUTION APPROVING THE ECONOMIC INCENTIVE AGREEMENT
 BETWEEN THE TOWN OF JOHNSTOWN AND GROSBOLL COOKIES, LLC**

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

WHEREAS, the Town Council is vested with authority to administer the affairs of the Town; and

WHEREAS, Grosboll Cookies, LLC (“Grosboll Cookies”), is leasing, or intends to lease, the real property at 16 South Parish Avenue, Johnstown, CO 80534; and

WHEREAS, Grosboll Cookies desires to operate a retail establishment known as “Mary’s Mountain Cookies” (the “Project”); and

WHEREAS, to facilitate the development of the Project, Grosboll Cookies has requested that the Town provide certain economic incentives; and

WHEREAS, Colorado municipalities are entitled to encourage new and expanded retail development through inducements and incentives; and

WHEREAS, the Town Council finds that the Project will serve a public use and promote the health, safety, prosperity, security and general welfare of the citizens of the Town and that approval of the Economic Incentive Agreement between the Town and Grosboll Cookies is in the best interests of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO, THAT the Town Council hereby approves the Economic Incentive Agreement between the Town of Johnstown and Grosboll Cookies, LLC, attached hereto and incorporated herein by reference as Exhibit A.

PASSED, SIGNED, APPROVED, AND ADOPTED this 21st day of November 2022.

TOWN OF JOHNSTOWN

BY: _____
 Gary Lebsack, Mayor

ATTEST:

 Hannah Hill, Town Clerk

ECONOMIC INCENTIVE AGREEMENT CONCERNING MARY'S MOUNTAIN COOKIES

This Economic Incentive Agreement Concerning Mary's Mountain Cookies ("Agreement") is made and entered into on this ____ day of _____, 2022, by and between the Town of Johnstown, a home rule municipality and political subdivision of the State of Colorado ("Town"), and Grosboll Cookies, LLC, a Colorado limited liability company, d/b/a Mary's Mountain Cookies ("Developer").

RECITALS

1. Developer is leasing, or intends to lease, the real property located at 16 South Parish Avenue, Johnstown, CO 80534 ("Property").
2. Developer desires to operate a retail establishment known as "Mary's Mountain Cookies" at the Property (the "Project").
3. To facilitate the development of the Project, Developer has requested that the Town provide certain economic incentives.
4. Colorado municipalities are entitled to encourage new and expanded retail development through inducements and incentives.
5. The Town has determined the Project will serve a public use and promote the health, safety, prosperity, security and general welfare of the citizens of the Town.
6. Based on the foregoing, including the anticipated economic benefits, the additional employment opportunities and the opportunity presented by the location of the Project in the Town, and based on Developer commitments outlined herein, the Town desires to accommodate Developer request and offers to provide economic incentives pursuant to the terms and conditions set forth in this Agreement.
7. The Town finds that this Agreement is in the best interests of the citizens of the Town.

Agreement

NOW, THEREFORE, in consideration of the terms, conditions and covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and Developer agrees as follows:

1. Recitals. The Recitals are incorporated as if set forth fully herein.
2. Town's Commitments. In furtherance of the development, construction and operation of the Project, based on Developer's commitments set forth herein and conditioned on the Project being located at the Property described herein, the Town agrees as follows:

(a) To share seventy-five hundredths percent (.75%) of three percent (3%) of the sales tax revenue generated and collected from sales transactions at the Project with Developer for a period of two (2) years commencing upon the earlier of the issuance of a certificate of occupancy for the Property or April 1, 2023, and ceasing at the end of the two year term. For the avoidance of doubt, the Town's sales tax rate is three and one-half percent (3.5%), but one-half percent (.5%) is committed to transportation and related projects. Developer shall not be entitled to seventy-five hundredths percent (.75%) of the committed one-half percent (.5%). The sales tax share shall be submitted by the Town to Developer on a quarterly basis; and

(b) Provide a one-time fifty percent (50%) reimbursement on building permit fees paid to the Town for the construction of the Project. When the construction of the Project is complete, Developer may provide a written request to the Town for the reimbursement and, assuming the Town agrees that the construction is complete, the Town shall, within thirty (30) days, provide the reimbursement to the person or entity, as appropriate, who paid the building permit fee.

3. Developer Commitments. In furtherance of the development, construction and operation of the Project, and based on the Town's commitments set forth herein, Developer agrees that:

(a) The Project shall be open to the public for retail business operations at the Property no later than April 1, 2023; and

(b) The Project shall be open to the public for retail business operations for a minimum of thirty-two (32) hours per week and, among other days of the week, on Fridays and Saturdays, not including observed holidays.

4. Term. The term of this Agreement shall begin on the day and year first written above and, unless modified as set forth herein, shall continue until the cessation of the sales tax sharing set forth in Paragraph 2(a) above.

5. Assignment. Developer may not assign its rights or obligations under this Agreement, without receiving the prior written consent of the Town.

6. No Third-Party Beneficiaries. This Agreement, including the incentives provided herein, is not intended and shall not be deemed to confer any rights on any person or entity not named as a party hereto.

7. Notices. All notices, consents or other instruments provided for under this Agreement shall be deemed properly given when: (1) hand-delivered; 2) sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth; or (3) sent by electronic mail return receipt requested and received. Either party, by notice to be given, may change the address to which future notices shall be sent.

TO DEVELOPER:

Grosboll Cookies, LLC
 Attention: Sarah Grosboll
 490 Pioneer Lane
 Johnstown, CO 80534
 Email: mmcookiesjohnstown@gmail.com

TO TOWN:

Town of Johnstown
 Attention: Town Manager
 450 So. Parish
 P. O. Box 609
 Johnstown, CO 80534
 Email: mlecerf@johnstownco.gov

8. Governing Law and Venue. This Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado and the Code. Venue for any claim, proceeding or action arising out of this Agreement shall be in Weld County, Colorado.

9. Dispute Resolution. 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 the parties. If mediation is not successful after ninety (90) days, either party may then commence an action and be entitled to such remedies as are provided by law.

10. No Presumption. 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 of its own free and voluntary act and deed, without compulsion. 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. 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.

11. Entire Agreement and Amendments. This Agreement constitutes the entire agreement and understanding between the parties related to the subject matter hereof and supersedes all prior agreements or understandings. Any amendment to this Agreement must be in writing and signed by the parties.

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

TOWN OF JOHNSTOWN, COLORADO

By: _____

Gary Lebsack, Mayor

Attest: _____

Hannah Hill, Town Clerk

GROSBOLL COOKIES, LLC

By: _____

Name: SARAH GROSBOLL
Title: Managing Member

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing Agreement was acknowledged before me this 3rd day of November 2022, by Sarah Grosboll as the managing member of Grosboll Cookies, LLC.

Witness my hand and official seal.

My commission expires: 11/20/2024

JUAN PABLO MEZA AVALOS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20204041071
MY COMMISSION EXPIRES 11/20/2024

Notary Public



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: November 21, 2022

SUBJECT: Agreement for Professional Services Contract Between Ditesco, LLC. for Johnstown Little Thompson Trail Construction Management Services

ACTION PROPOSED: Consider Award of a Construction Management Services Contract with Ditesco, LLC

ATTACHMENTS: Agreement for Professional Services

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is a Professional Service Agreement between the Town of Johnstown and Ditesco, LLC for the Johnstown Little Thompson Trail Construction Management Services. On September 26, 2022 a Request For Proposal (RFP) was issued for Construction Management Services associated with the Johnstown Little Thompson Trail Project. The submittal deadline was October 17, 2022. The purposes of the Construction Management Services RFP is to ensure compliance with the local agency process required by the Colorado Department of Transportation, who is providing federal funding for the design and construction components of this project. The Town received three formal bids which are described in the table below and their submitted bid costs.

Company	Bid Cost
Ayres Associates	\$77,358
Ditesco, LLC	\$79,785
JUB Engineers	\$89,957

Based on independent evaluations by two Staff members, Ditesco ranked slightly higher than the other two entities and the deciding factor was based on the experience descriptions provided in the bids. The full costs associated with Construction Management Services will be paid by the Town of Johnstown. All funds associated and provided by the CDOT TAP Program are being utilized with the design and construction services. The grant funding totals \$250,000. We are expecting that the construction RFP will go out to bid any day now once CDOT provides

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clearance through FHWA and CDOT Headquarters. Staff recommends award of this project to Ditesco, LLC and authorizing Town Manager to sign the contract as presented.

LEGAL ADVICE:

The Town Attorney reviewed the contract attached for consideration.

FINANCIAL ADVICE:

Funds have been appropriated in the proposal FY 2023 Budget.

RECOMMENDED ACTION: Approve the professional services agreement as presented.

SUGGESTED MOTIONS:

For Approval: I move we approve the Professional Service Agreement between Ditesco, LLC and the Town of Johnstown as presented and authorize the Town Manager to sign the contract.

For Denial: I move we deny the Professional Service Agreement between Ditesco, LLC and the Town of Johnstown as presented.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20____, by and between Ditesco, LLC, a Colorado limited liability company, whose address is 2133 South Timberline Road, Suite 110, Fort Collins, CO 80525, hereinafter referred to as "Consultant", and Town of Johnstown, a Colorado home-rule municipality, whose address is 450 S Parish Avenue, Johnstown, CO 80534 hereinafter referred to as "Client."

WITNESSETH:

WHEREAS, Client is in need of hiring an independent consultant to perform professional services. Professional services rendered under this Agreement are defined as construction management services for the Town of Johnstown Little Thompson Trail Project TAP M690-001 (21992) ("Project"). This description generally comprises the Scope of Work which is further described in ***Exhibit A***, attached hereto and incorporated herein by reference (collectively, the "Professional Services").

WHEREAS, Consultant has the time available and is willing to perform the Professional Services according to the terms of this Agreement.

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

1. **TERM:** The term of this Agreement shall be from November 10, 2022, through and until completion of the Project, which shall occur on or before July 31, 2023.
2. **SERVICES PROVIDED BY CONSULTANT:** Consultant agrees to perform the Professional Services as defined in the attached ***Exhibit A*** and for the compensation provided below.
3. **COMPENSATION:** Client agrees to pay Consultant for the Professional Services performed hereunder at an hourly, time and materials basis, not to exceed value of \$79,785.00 (Seventy-nine thousand seven hundred eighty-five dollars and zero cents).

Compensation shall not be based upon Project approvals, financing, or any other outcome. Payment will be made in monthly installments based on the Consultant's detailed invoice for work completed.

4. **BILLING AND PAYMENT TERMS:**
 - A. Consultant shall furnish Client with a detailed monthly invoice submitted at a mutually agreeable billing cycle, but in no case later than the end of each calendar month. The invoice shall include a breakdown of work performed for the period.
 - B. Client will make every effort to pay Consultant in a timely fashion. Client will pay Consultant invoices under 30-day net terms.
5. **INDEPENDENT CONTRACTOR:** Consultant agrees that Consultant is an independent contractor and will not become an employee of Client, nor is Consultant entitled to any employee benefits from Client as a result of the execution of this Agreement. Client shall not be responsible for withholding any portion of Consultant's compensation for the payment of Federal Insurance Contributions Act (FICA) tax, workers' compensation, or other taxes or benefits. **CONSULTANT IS NOT ENTITLED TO UNEMPLOYMENT COMPENSATION COVERAGE FROM THE CLIENT. CONSULTANT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON MONEYS PAID PURSUANT TO**

THIS AGREEMENT. As long as there is not a conflict of interest with the Client, Consultant may engage in any other lawful business activities during the term of this Agreement.

6. **PROPERTY:** All data, reports, drawings, specifications, record drawings, work-product and other deliverables (whether in printed or electronic format) provided or furnished by Consultant pursuant to this Agreement (the "Documents") are instruments of service with respect to this project. Upon payment of all monies due to Consultant, Client shall own the Documents and be entitled to utilize the Documents as Client deems appropriate.
7. **INDEMNIFICATION, DESIGN AND INSURANCE:** Consultant assumes full responsibility for any and all damages caused by Consultant's exercise of its activities, or failures to act, under this Agreement. Consultant agrees that it will at all times protect, defend, indemnify and hold harmless Client, its elected officials, employees, agents, and their successors and assigns, from and against all liabilities, losses, claims, demands, actions and costs (including reasonable attorneys' fees), arising from or related to loss or damage to property or injury to or death to any persons arising from or resulting in any manner from the negligent or willful actions or failures to act of Consultant or any invitees, guests, agents, employees or subcontractors of Consultant, whether brought by any of such persons or any other person.

Consultant will provide the insurance coverage designated hereinafter and pay all costs. Before commencing work under this Agreement, the Consultant shall provide certificates of insurance to the Client that show the type, amount, class of operations covered, effective dates and date of expiration of policies, which contain substantially the following statement:

"The insurance evidenced by this Certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by Client."

The certificate of insurance shall list Client as "Additional Insureds" and "Certificate Holder" on all liability policies.

Minimum Insurance coverage shall be as follows:

- A. Workers Compensation insurance with statutory limits as required by Colorado law.
- B. Employer's Liability insurance with limits of \$1,000,000 per accident, \$1,000,000 disease aggregate, and \$1,000,000 disease each employee.
- C. Commercial General Liability insurance not less than \$1,000,000 combined single limits for bodily injury and property damage. In the event any work is performed by another tier subcontractor, the Consultant shall be responsible for any liability directly or indirectly arising out of work performed under this agreement by any lower tier subcontractor, which liability is not covered by the other subcontractor's insurance.
- D. Comprehensive automobile liability insurance for personal injury, bodily injury, or death arising out of the use of motor vehicles and covering operations on or off the site of all motor vehicles controlled by the Consultant which are used in connection with this Agreement, whether the motor vehicles are owned, non-owned, or hired, with a single limit of at least \$1,000,000.
- E. Professional Liability insurance with not less than \$1,000,000 in per occurrence and \$1,000,000 aggregate.

8. NON-ASSIGNMENT: Consultant may not assign or transfer this Agreement, any interest therein or claim thereunder, without the prior written approval of Client.
9. TERMINATION: Either party may terminate this Agreement at any time by providing the other party with a 30-day written notice thereof. Furthermore, this Agreement may be terminated at any time without notice upon a material breach of the terms of the Agreement. In the event of termination, payment shall be due for all services and reimbursable expenses incurred through the date of termination.
10. TIME OF THE ESSENCE: Time is of the essence in each and all of the provisions of this Agreement.
11. LAW/SEVERABILITY: The laws of the State of Colorado shall govern the construction, interpretation, execution and enforcement of this Agreement. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement. Venue for any claim, proceeding or action arising out of this Agreement shall be in Weld County, State of Colorado.
12. ACCEPTANCE NOT WAIVER: Client's approval of drawings, designs, plans, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Consultant of responsibility for the quality or technical accuracy of the work. Client's approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights or benefits provided to Client under this Agreement.
13. NOTICES: Written notices required under this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered, three (3) days after being sent by certified mail, return receipt requested, or sent by electronic mail delivery on the condition that the intended recipient acknowledges receipt thereof.

If to Consultant: Ditesco, LLC
 Keith Meyer, P.E.
 2133 S. Timberline Road, Suite 110
 Fort Collins, CO 80525
keith.meyer@ditescoservices.com

If to Client: Town of Johnstown
 Matt LeCerf
 450 S Parish Avenue
 Johnstown, CO 80534
mlecerf@johnstown.gov

14. ENTIRE AGREEMENT/MODIFICATIONS: This Agreement constitutes the entire understanding between the parties with respect to the promises and covenants made therein. No modification of the terms of this Agreement shall be valid unless made in writing and agreed to by both parties.
15. NON-APPROPRIATION OF FUNDS: Pursuant to Section 29-1-110, C.R.S., as amended, financial obligations of Client payable as set forth herein, after the current fiscal year, are contingent upon funds for that purpose being budgeted, appropriated and otherwise made available. This Agreement shall be terminated effective January 1 of the first fiscal year

for which funds are not budgeted and appropriated.

16. GOVERNMENTAL IMMUNITY: The Parties agree that Client is relying on, and does not waive or intend to waive by any provision of the Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as amended from time, or otherwise available to Client, its elected officials, employees or agents.

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this

14th day of November, 2022

CONSULTANT:

Signed: *Keith Meyer*

Printed: Keith Meyer

Title: President

STATE OF COLORADO)

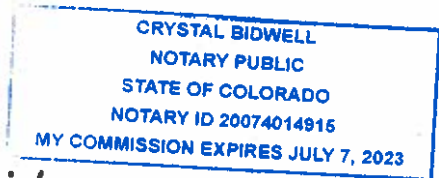
) ss

COUNTY OF Larimer

SUBSCRIBED AND SWORN to before me this 14th day of November, 2022, by Keith Meyer as the President of Ditesco, LLC.

WITNESS my hand and official seal.

My commission expires: 7/1/2023



Crystal Bidwell
Notary Public

CLIENT:

Signed: _____

Date _____

Printed: Matt LeCerf

Title: Town Manager

ATTEST:

By: _____

Printed: Hannah Hill, Town Clerk



2133 South Timberline, Suite 110
Fort Collins, CO 80525
ditescoservices.com

Delivery by email
mlecerf@johnstown.gov

November 10, 2022

Mr. Matt LeCerf
Town Manager - Town of Johnstown
450 S Parish Avenue
Johnstown, CO 80534

RE: Town of Johnstown Little Thompson Trail, Project TAP M690-001 (21992)
Scope of Work Proposal

Dear Matt:

This scope of work follows on our recent proposal and October 25th letter providing fee proposal options for the Little Thompson Trail Project. Thank you for selecting Ditesco. I trust you will find our services second to none. Our firm is built around successful relationships, successful projects and successful outcomes. It is simply part of our culture.

Our team understands the complexities around CDOT local agency projects, dealing with T&E species and other environmental challenges when building projects such as the Little Thompson Trail. We also understand the keen importance of CDOT Region 4 coordination and compliance with grant requirements.

Generally, our services will involve construction management and inspection, quality control and oversight of the construction contractor. We will ensure the finished project complies with all CDOT/FHWA requirements and contract documents.

Please let me know if you have any questions or require further information regarding this scope of work. I can be reached by phone at 970.988.8605 and email keith.meyer@ditescoservices.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "Keith Meyer".

Keith Meyer, P.E.

Enc. Scope of work

Cc: file
Jill Burrell
Kelsey Madsen

Exhibit A

Little Thompson Trail Project TAP M690-001 (21992) Construction Management Scope of Services

Project Understanding

We understand this trail project to be a segment of the greater trail network planned to provide connectivity along the main river corridors in the Johnstown/Milliken area. This project takes the Town of Johnstown (Town) one step closer to achieving one of their Master Plan goals.

The project will construct an approximately 4,330 ft. long and nominal 10 ft. wide concrete trail beginning at Weld County Road (WCR) 46.5 east of the Great Western Railroad Tracks and meander through the land on the north side of WCR 46.5 and terminating at WCR 19. The trail construction project will also include fencing along the property to ensure preservation of endangered species habitat to the north and protection of the private property to the south. The project construction cost is estimated at \$750,000. Otak, Inc. is the consultant responsible for the design. The project is expected to be bid and awarded in November/December 2022, with construction complete by July 2023. The construction duration is expected to be 70 working days.

The services provided under this contract are generally expected to include construction management, contract management, quality control inspection, RFI response verification, oversight and coordination with the design engineer, coordination with CDOT and compliance monitoring for all elements of the grant.

Phase: Pre-Construction

- During this phase Ditesco personnel will photograph and video the existing project conditions of project area. This effort ensures a baseline record of pre-existing conditions protecting the Town from damage claims.
- We will review and comment on the contractor's initial schedule prior to the pre-construction meeting. We will ensure a logical, defined CPM schedule is established with an overall baseline for progress measurement.

Phase: Construction

During this phase Ditesco will provide part time Construction Management and Inspection services to assist in work coordination and to ensure compliance with contract documents/specifications.

- During the construction phase, we will establish and manage a document management site (Procore) for design team and contractor access. This site will manage all construction phase communications including submittal review, RFIs, meeting minutes, test results, correspondence and reports.
- Our staff will coordinate, attend and document one pre-construction meeting.
- We will conduct weekly progress meetings on site with the general contractor and their subcontractors. We have budgeted for 17 meetings, one per week.
- We will review and recommend approval of contractor pay applications to the Town of Johnstown, review and manage contract changes for approval by the Town, coordinate responses to RFIs and provide for overall administration of the construction contract.
- Our staff will perform daily site inspections (part time) to ensure quality construction and conformity to the plans and specifications. Inspections will include all that are required of the project including concrete flatwork, earthwork, etc. We will provide field engineering support addressing field changes quickly to avoid construction delays. We will provide the Town with monthly reports documenting the contractor's

work progress, contract times and other pertinent information. We will also document daily work progress in the form of daily logs.

- Ditesco staff will manage the CDOT Form 250, ensure the proper material tests are identified and review all material test reports during construction. We will comment on reports not meeting specifications and recommend remediation measures if necessary. We will ensure the appropriate numbers of tests are taken and that they are sampled according to industry standards and the project specifications.
- We will maintain a photographic log as a part of the daily log, documenting pre-construction, construction and post construction conditions. This work is expected to include brief descriptions of each photograph with a file name, time and date reference. All photographs will be documented on the project Procore site.
- We will coordinate work between the Town, general contractor and outside agencies (e.g., utility companies, CDOT and Weld County) affected by the project.
- We will maintain project records including contracts, schedules (overall job and three week look-ahead), progress meeting minutes, material test results, monthly reports, correspondence, pay applications, change orders, routine photographs, submittals, RFIs, permits, and post construction close-out paperwork (punch lists, lien waivers, substantial completion/final acceptance).
- We will conduct a final punch list walk through.
- For CDOT/FHWA portions of the contract, we will ensure compliance with federal contracting requirements such as DBE participation, Davis Bacon Wages, Buy America and others as may be applicable.
- We have assumed all material testing is performed by others. We will coordinate testing as is necessary to meet the project requirements.
- We have assumed all grade verification for floodplain use permitting is performed by others.
- We have assumed all permit compliance SWMP, FEMA, etc. is performed by others.
- T&E species monitoring and reporting is performed by others.

Phase: Post Construction

- During the Post Construction Phase Ditesco staff will compile all job records in an electronic format for submission to the Town. We will also participate in a warranty walkthrough of the project.

Deliverables

- Deliverables will include full project documentation including: bid information, construction correspondence, pay applications, change orders, field orders, change directives, schedules, submittals, transmittals, reports, photographs, meeting notes, record drawings and other relevant information produced throughout the design and construction phase. All documents will also be provided in an electronic form on external drives for Town use.

Schedule

The anticipated schedule for construction is as follows:

Construction: January through July 2023

Fee Estimate

We have based our fee estimate on the following assumptions:

- 70-working day construction timeline
- Ditesco will host project Procore site
- Office trailer and internet/phone service; office equipment provided by Contractor (as may be applicable)
- Design/Bid/Build construction delivery

- Materials Testing during construction will be provided by the Owner or others
- Part time construction management and inspection services
- Permitting compliance performed by others

Estimated Fee:	\$72,435.00
Estimated Reimbursable Expenses:	\$ 7,350.00
Total:	\$79,785.00

A detailed task breakdown is included. Please find this on page 5 of this scope of work proposal.

The fee shown above is to be billed on a time and material not-to-exceed basis based on the rates shown below and in the table on page 5 of this proposal. All reimbursable expenses will be billed at direct cost. Vehicles use is billed at \$105.00 per day.

Ditesco
2022-2023 Rate Table

Role	Rate
Principal:	\$158.00 - \$185.00 per hour
Senior Project Manager:	\$123.00 - \$152.00 per hour
Project Manager	\$118.00 - \$135.00 per hour
Project Engineer:	\$115.00 - \$130.00 per hour
Engineer:	\$95.00 - \$122.00 per hour
Senior Construction Manager:	\$120.00 - \$148.00 per hour
Construction Manager/Resident Engineer:	\$97.00 - \$135.00 per hour
Inspector:	\$75.00 - \$124.00 per hour
CAD Design	\$69.00 - \$90.00 per hour
GIS Technician:	\$72.00 - \$118.00 per hour
Administrative:	\$58.00 - \$75.00 per hour
Reimbursable Expenses	
Mileage Reimbursement:	IRS Rate
Daily Truck Rate:	\$105.00 per day
Subconsultant Markup:	None
All other costs at direct expense	
Terms	30 days net

Town of Johnstown
Johnstown Little Thompson Trail

10/25/2022

Phase/Task Description	Personnel					Task Total
	Keith Meyer, PE	Kelsey Madsen, PE	Justin Schaller	Eric Kitscher	Leslie Brantner	
	Principal	Project Manager	Construction Manager	Construction Inspector	Admin	
	(hrs)	(hrs)	(hrs)	(hrs)	(hrs)	
	\$185	\$130	\$120	\$95	\$70	
Construction Phase						\$72,435
2.3 Contract Management						
- Hardscape Phase (5 months)	2	4	0	0	4	\$1,170
- Closeout Phase (2 months)	2	2	0	0	2	\$770
- Contractor Contract Management (pay applications, change orders, etc.)	0	14	7	0	0	\$2,660
1.2 Meetings						
- Preconstruction Meeting (minutes, contact lists)	0	3	3	3	0	\$1,035
- Construction Progress Meetings (1 per week for 17 weeks)	0	56	28	43	0	\$14,725
2.1 Resident Engineering (on site part time)						
- Site Inspection & Daily Logs during Hardscape Phase (70 WD) (4 hrs/WD)	0	10	56	280	0	\$34,620
- Site Inspection & Daily Logs during Landscape Phase (10 WD) (1.5 hrs/WD)	0	0	12	23	0	\$3,625
2.2 Submittal Review	0	0	16	0	0	\$1,920
2.4 RFI Response	0	0	6	0	0	\$720
2.5 Schedule Management	0	2	4	0	0	\$740
2.7 Project Close Out						
- Close Out Paperwork (Local Agency Checklist) (30 WD)	0	15	15	60	0	\$9,450
- Warranty Walkthrough	0	4	4	0	0	\$1,000
Other direct costs (mileage, reproduction, etc)						\$7,350
Work Effort Subtotal	4	110	151	409	6	
Cost per labor category	\$740.00	\$14,300.00	\$18,120.00	\$38,855.00	\$420.00	\$72,435
ODCs						\$7,350
Hours per day	0.06	1.6	2.2	5.8	0.09	

Assumptions (Inclusions/Exclusions):

Total Fee Estimate: \$79,785

- Construction Duration 70 working Days
- Construction beginning in January 2023
- CDOT Close-out Phase following landscape restoration. Anticipated complete in July 2023
- Weekly Construction Meeting management by Ditesco, meeting documentation by Others
- Half Time Site inspection at approximately four hours per day
- Materials testing by Others
- All grading and grade verification by Contractor
- All permit compliance (Town of Johnstown, SWMP, FEMA, CLOMR/LOMR, etc.) by Others
- CDOT Grant Compliance Documentation by Ditesco
- Construction in Floodplain/Floodway to be completed to No-Rise condition, verified and certified by Others
- All submittals to be reviewed by Others, Ditesco will verify compliance in the field with Submittal responses
- All RFIs to be reviewed by Others, Ditesco will verify compliance in the field with RFI responses
- Threatened and Endangered species monitoring or special reporting is excluded from our fee estimate.



CERTIFICATE OF LIABILITY INSURANCE

DATE (11/11) Item #7.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Klein Agency, LLC P.O. Box 219 Timonium MD 21094		CONTACT NAME: PHONE (A/C, No, Ext): (704) 799-1600 FAX (A/C, No): (704) 799-2955 E-MAIL ADDRESS: certs@kleinagencyllc.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: XL Specialty Insurance	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED Ditesco, LLC ESP Associates, Inc. 2133 S. Timberline Road, Unit 110 Fort Collins CO 80525			

COVERAGES **CERTIFICATE NUMBER:** 22-23 Ditesco **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

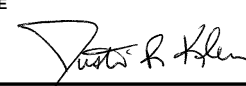
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liability			DPR 5003196	09/30/2022	09/30/2023	Each Claim	\$5,000,000
							Aggregate	\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Name: Town of Johnstown Little Thompson Trail Project TAP M690-001

CERTIFICATE HOLDER

CANCELLATION

Town of Johnstown 450 S. Parish Avenue Johnstown CO 80534	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (11/ Item #7.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2600 S Telegraph Rd Suite 100 Bloomfield Hills MI 48302		CONTACT NAME: Shane Lizura PHONE (A/C, No, Ext): 248-332-3100 E-MAIL ADDRESS: shane_lizura@ajg.com		FAX (A/C, No): 248-332-6396
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Amerisure Insurance Company		19488
		INSURER B : Amerisure Partners Insurance Company		11050
		INSURER C : Amerisure Mutual Insurance Company		23396
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES **CERTIFICATE NUMBER: 1746180496** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	CPP 21132950301	9/30/2022	9/30/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y		CA 21132940301	9/30/2022	9/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0	Y		CU 21132960301	9/30/2022	9/30/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	WC 2113300-02	9/30/2022	9/30/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Project: Town of Johnstown Little Thompson Trail Project TAP M690-001
Town of Johnstown its offices, employees and agents are Additional Insureds with respect to General Liability, Automobile Liability and Umbrella Liability as required by written contract per policy terms and conditions. Waiver of Subrogation applies in favor of additional insured with respect to General Liability and Workers Compensation as required by written contract per policy terms and conditions.

CERTIFICATE HOLDER Town of Johnstown Attn: Matt LeCerf 450 S Parish Avenue Johnstown CO 80534	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADVANTAGE COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The premium for this endorsement is \$ INCLUDED

1. EXTENDED CANCELLATION CONDITION

COMMON POLICY CONDITIONS - CANCELLATION, Paragraph **A.2.** is replaced by the following:

- 2.** We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a.** 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b.** 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

SECTION II - LIABILITY COVERAGE A.1. WHO IS AN INSURED is amended by the addition of the following:

- d.** Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or a majority interest, will qualify as a Named Insured. However,
 - (1)** Coverage under this provision is afforded only until the end of the policy period;
 - (2)** Coverage does not apply to "accidents" or "loss" that occurred before you acquired or formed the organization; and
 - (3)** Coverage does not apply to an organization that is an "insured" under any other policy or would be an "insured" but for its termination or the exhausting of its limit of insurance.
- e.** Any "employee" of yours using:
 - (1)** A covered "auto" you do not own, hire or borrow, or a covered "auto" not owned by the "employee" or a member of his or her household, while performing duties related to the conduct of your business or your personal affairs; or
 - (2)** An "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business. However, your "employee" does not qualify as an insured under this paragraph (2) while using a covered "auto" rented from you or from any member of the "employee's" household.
- f.** Your members, if you are a limited liability company, while using a covered "auto" you do not own, hire, or borrow, while performing duties related to the conduct of your business or your personal affairs.
- g.** Any person or organization with whom you agree in a written contract, written agreement or permit, to provide insurance such as is afforded under this policy, but only with respect to your covered "autos".
This provision does not apply:
 - (1)** Unless the written contract or agreement is executed or the permit is issued prior to the "bodily injury" or "property damage";

Includes copyrighted material of Insurance Services Office, Inc.

- (2) To any person or organization included as an insured by an endorsement or in the Declarations; or
- (3) To any lessor of "autos" unless:
 - (a) The lease agreement requires you to provide direct primary insurance for the lessor;
 - (b) The "auto" is leased without a driver; and
 - (c) The lease had not expired.

Leased "autos" covered under this provision will be considered covered "autos" you own and not covered "autos" you hire.

- h. Any legally incorporated organization or subsidiary in which you own more than 50% of the voting stock on the effective date of this endorsement.

This provision does not apply to "bodily injury" or "property damage" for which an "insured" is also an insured under any other automobile policy or would be an insured under such a policy, but for its termination or the exhaustion of its limits of insurance, unless such policy was written to apply specifically in excess of this policy.

3. COVERAGE EXTENSIONS - SUPPLEMENTARY PAYMENTS

Under **SECTION II - LIABILITY COVERAGE, A.2.a. Supplementary Payments**, paragraphs (2) and (4) are deleted and replaced with the following:

- (2) Up to \$2500 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

SECTION II - LIABILITY COVERAGE, B. EXCLUSIONS, paragraph **5. Fellow Employee** is deleted and replaced by the following:

5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. However, this exclusion does not apply to your "employees" that are officers, managers, supervisors or above. Coverage is excess over any other collectible insurance.
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of paragraph **a.** above.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE AND LOSS OF USE EXPENSE

- A. Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**, the following is added:

If any of your owned covered "autos" are covered for Physical Damage, we will provide Physical Damage coverage to "autos" that you or your "employees" hire or borrow, under your name or the "employee's" name, for the purpose of doing your work. We will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the Declarations, Item Three, Schedule of Covered Autos You Own, or on any endorsements amending this schedule.

- B. Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A.4. COVERAGE EXTENSIONS**, paragraph **b. Loss of Use Expenses** is deleted and replaced with the following:

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision, only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss, only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision, only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$30 per day, to a maximum of \$2,000.

C. Under **SECTION IV – BUSINESS AUTO CONDITIONS**, paragraph **5.b. Other Insurance** is deleted and replaced by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- 1. Any covered "auto" you lease, hire, rent or borrow; and
- 2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto", nor is any "auto" you hire from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. LOAN OR LEASE GAP COVERAGE

Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**, the following is added:

If a covered "auto" is owned or leased and if we provide Physical Damage Coverage on it, we will pay, in the event of a covered total "loss", any unpaid amount due on the lease or loan for a covered "auto", less:

(a) The amount paid under the Physical Damage Coverage Section of the policy; and

(b) Any:

- (1) Overdue lease or loan payments including penalties, interest or other charges resulting from overdue payments at the time of the "loss";
- (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
- (4) Security deposits not refunded by a lessor; and
- (5) Carry-over balances from previous loans or leases.

7. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, paragraph **4. Coverage Extensions** is deleted and replaced by the following:

4. Coverage Extensions

- (a) We will pay up to \$75 per day to a maximum of \$2000 for transportation expense incurred by you because of covered "loss". We will pay only for those covered "autos" for which you carry Collision Coverage or either Comprehensive Coverage or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 24 hours after the covered "loss" and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss". This coverage is in addition to the otherwise applicable coverage you have on a covered "auto". No deductibles apply to this coverage.
- (b) This coverage does not apply while there is a spare or reserve "auto" available to you for your operation.

8. AIRBAG COVERAGE

SECTION III - PHYSICAL DAMAGE, B. EXCLUSIONS, Paragraph 3. is deleted and replaced by the following:

We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

- a. Wear and tear, freezing, mechanical or electrical breakdown. However, this exclusion does not include the discharge of an airbag.
- b. Blowouts, punctures or other road damage to tires.

9. GLASS REPAIR - WAIVER OF DEDUCTIBLE

SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE is amended to add the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

10. COLLISION COVERAGE – WAIVER OF DEDUCTIBLE

SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE is amended to add the following:

When there is a "loss" to your covered "auto" insured for Collision Coverage, no deductible will apply if the "loss" was caused by a collision with another "auto" insured by us.

11. KNOWLEDGE OF ACCIDENT

SECTION IV - BUSINESS AUTO CONDITIONS, A. LOSS CONDITIONS, 2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS, paragraph a. is deleted and replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "accident", claim, "suit" or "loss". Knowledge of an "accident", claim, "suit" or "loss" by your "employees" shall not, in itself, constitute knowledge to you unless one of your partners, executive officers, directors, managers, or members (if you are a limited liability company) has knowledge of the "accident", claim, "suit" or "loss". Notice should include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

12. TRANSFER OF RIGHTS (BLANKET WAIVER OF SUBROGATION)

SECTION IV - BUSINESS AUTO CONDITIONS A.5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is deleted and replaced by the following:

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, if the insured has waived rights to recover through a written contract, or if your work was commenced under a letter of intent or work order, subject to a subsequent reduction in writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Form.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS, B. GENERAL CONDITIONS, 2. CONCEALMENT, MISREPRESENTATION OR FRAUD is amended by the addition of the following:

We will not deny coverage under this Coverage Form if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in your representations as soon as practicable after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

14. BLANKET COVERAGE FOR CERTAIN OPERATIONS IN CONNECTION WITH RAILROADS

When required by written contract or written agreement, the definition of “insured contract” is amended as follows:

- The exception contained in paragraph **H.3.** relating to construction or demolition operations on or within 50 feet of a railroad; and
- Paragraph **H.a.**

are deleted with respect to the use of a covered "auto" in operations for, or affecting, a railroad.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTOR'S BLANKET ADDITIONAL INSURED ENDORSEMENT – FORM A

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Policy Number CPP 21132950301	Agency Number 0155178	Policy Effective Date 09/30/2022
Policy Expiration Date 09/30/2023	Date 10/27/2021	Account Number 20074381
Named Insured ESP ASSOCIATES INC	Agency LSG INSURANCE PARTNERS	Issuing Company AMERISURE INSURANCE COMPANY

1. **a. SECTION II - WHO IS AN INSURED** is amended to add as an additional insured any person or organization:
 - (1) Whom you are required to add as an additional insured on this policy under a written contract or written agreement relating to your business; or
 - (2) Who is named as an additional insured under this policy on a certificate of insurance.
- b.** The written contract, written agreement, or certificate of insurance must:
 - (1) Require additional insured status for a time period during the term of this policy; and
 - (2) Be executed prior to the "bodily injury", "property damage", or "personal and advertising injury" leading to a claim under this policy.
- c.** If, however:
 - (1) "Your work" began under a letter of intent or work order; and
 - (2) The letter of intent or work order led to a written contract or written agreement within 30 days of beginning such work; and
 - (3) Your customer's customary contracts require persons or organizations to be named as additional insureds;

we will provide additional insured status as specified in this endorsement.
2. The insurance provided under this endorsement is limited as follows:
 - a.** That person or organization is an additional insured only with respect to liability caused, in whole or in part, by:
 - (1) Premises you:
 - (a) Own;
 - (b) Rent;
 - (c) Lease; or
 - (d) Occupy;
 - (2) Ongoing operations performed by you or on your behalf. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work to be performed by you or on your behalf for the additional insured(s) at the site of the covered operations is complete, including related materials, parts or equipment (other than service, maintenance or repairs); or
 - (b) That portion of “your work” out of which the injury or damage arises is put to its intended use by any person or organization other than another contractor working for a principal as a part of the same project.
- (3) Completed operations coverage, but only if:
- (a) The written contract, written agreement, or certificate of insurance requires completed operations coverage or “your work” coverage; and
 - (b) This coverage part provides coverage for “bodily injury” or “property damage” included within the “products-completed operations hazard”.

However, the insurance afforded to such additional insured only applies to the extent permitted by law.

- b. If the written contract, written agreement, or certificate of insurance:
- (1) Requires “arising out of” language; or
 - (2) Requires you to provide additional insured coverage to that person or organization by the use of either or both of the following:
 - (a) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01; or
 - (b) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

then the phrase “caused, in whole or in part, by” in paragraph **2.a.** above is replaced by “arising out of”.

- c. If the written contract, written agreement, or certificate of insurance requires you to provide additional insured coverage to that person or organization by the use of:
- (1) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13; or
 - (2) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13; or
 - (3) Both those endorsements with either of those edition dates; or
 - (4) Either or both of the following:
 - (a) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 without an edition date specified; or
 - (b) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 without an edition date specified;

then paragraph **2.a.** above applies.

- d. Premises, as respects paragraph **2.a.(1)** above, include common or public areas about such premises if so required in the written contract or written agreement.
- e. Additional insured status provided under paragraphs **2.a.(1)(b)** or **2.a.(1)(c)** above does not extend beyond the end of a premises lease or rental agreement.
- f. The limits of insurance that apply to the additional insured are the least of those specified in the:
 - (1) Written contract;
 - (2) Written agreement;
 - (3) Certificate of insurance; or
 - (4) Declarations of this policy.

The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

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- g. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of, or failure to render, any professional services, including but not limited to:

(1) The preparing, approving, or failing to prepare or approve:

- (a) Maps;
- (b) Drawings;
- (c) Opinions;
- (d) Reports;
- (e) Surveys;
- (f) Change orders;
- (g) Design specifications; and

(2) Supervisory, inspection, or engineering services.

- h. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph 4. **Other Insurance** is deleted and replaced with the following:

4. Other Insurance.

Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:

- a. Primary;
- b. Excess;
- c. Contingent; or
- d. On any other basis;

but if the written contract, written agreement, or certificate of insurance requires primary and non-contributory coverage, this insurance will be primary and non-contributory relative to other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance.

- i. If the written contract, written agreement, or certificate of insurance as outlined above requires additional insured status by use of CG 20 10 11 85, then the coverage provided under this CG 70 48 endorsement does not apply except for paragraph 2.h. **Other Insurance**. Additional insured status is limited to that provided by CG 20 10 11 85 shown below and paragraph 2.h. **Other Insurance** shown above.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization: Blanket Where Required by Written Contract, Agreement, or Certificate of Insurance that the terms of CG 20 10 11 85 apply

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

CG 20 10 11 85 Copyright, Insurance Services Office, Inc., 1984

- j. The insurance provided by this endorsement does not apply to any premises or work for which the person or organization is specifically listed as an additional insured on another endorsement attached to this policy.

POLICY NUMBER: CPP 21132950301

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

ANY PERSON OR ORGANIZATION REQUIRED BY WRITTEN CONTRACT OR CERTIFICATE OF
INSURANCE

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of
Rights Of Recovery Against Others To Us** of
Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

"Any person or organization required by written contract or certificate of insurance."

"This endorsement is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas and Utah."

The endorsement does not apply to policies or exposure in Missouri where the employer is in the construction group of classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights is against public policy and void where one party to the contract is an employer in the construction group of code classifications. For policies or exposure in Missouri, the following must be included in the Schedule:

- Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 09/31/2022 Policy No. WC 2113300-02 Endorsement No. 0
Insured ESP ASSOCIATES INC Premium \$

Insurance Company

Countersigned by _____



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: November 21, 2022

SUBJECT: Agreement Concerning Purchase and Sale of Real Property for the Expansion of the Town of Johnstown Water Treatment Plant

ACTION PROPOSED: Consider the Purchase and Sale Agreement for the Water Treatment Plant Expansion

ATTACHMENTS: 1. Purchase and Sale Agreement

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is an agreement concerning the purchase and sale of real property for the expansion of the Town of Johnstown Water Treatment Plant. This agreement is between the Town of Johnstown and Bruce W. Gillam, who is the owner of the site/property which is planned for acquisition by the Town. In general, the terms and details of this agreement are as follows:

The Town will receive:

- The Town will acquire 6.8394 acres of property of Bruce W. Gillam to be used for the expansion of the Town's Water Treatment Plant.
- The transfer of this property does not include any oil and gas mineral rights.
- The adjacent property owner will provide the Town with a 2.25-acre temporary construction easement for the purposes of utilizing the space for storing the materials during the construction of our water treatment plant.

Bruce W. Gillam will receive

- As part of this agreement, the Town will release Outlot A of Corbett Glen of Filing 3 and this land will default back to the ownership of Bruce W. Gillam exclusively without any restrictions on the property. Mr. Gillam will be permitted to move forward with the development of this land in compliance with the Town's Development Code. The land consists of approximately 7.25 acres.

The Community That Cares

johnstown.colorado.gov

P: 970.587.4664 | 450 S. Parish Ave, Johnstown CO 80534 | F: 970.587.0141

- The Town will also convey to Mr. Gillam 5.19 acre feet of raw water credit which will be held in the Town's water bank that will be identified as "Gillam Water Bank".
- Upon Mr. Gillam executing a subdivision development agreement of Outlot A, the Town will provide Mr. Gillam approximately \$80,595.50 for roadway improvements. These funds were contributed by the LDS Church as a cash in lieu amount at the time of their development. The Church property is adjacent to Outlot A.

Included in this agreement is a Plat (draft) of the lot that will be created. Final approval of this lot will be handled administratively as we near completion of the exchange of property which we anticipate will happen sometime before the end of the calendar year. Under no circumstances will this agreement extend beyond 90 days unless agreed to by both parties.

LEGAL ADVICE:

The documents presented were drafted by the Town Attorney.

FINANCIAL ADVICE:

Not applicable.

RECOMMENDED ACTION: Approve the purchase and sale agreement as presented.

SUGGESTED MOTIONS:

For Approval

I move we approve the agreement concerning the purchase and sale of real property for expansion of the Town of Johnstown Water Treatment Plant as presented.

For Denial

I move we deny the agreement concerning the purchase and sale of real property for expansion of the Town of Johnstown Water Treatment Plant as presented.

Reviewed and Approved for Presentation,



Town Manager

**Agreement Concerning Purchase And Sale Of Real
Property For Expansion Of The Town Of Johnstown
Water Treatment Plant**

THIS AGREEMENT CONCERNING PURCHASE AND SALE OF REAL PROPERTY FOR EXPANSION OF THE TOWN OF JOHNSTOWN WATER TREATMENT PLANT (“Agreement”) is made and entered into on this ____ day of _____, 2022 (“Effective Date”), by and between THE TOWN OF JOHNSTOWN, COLORADO, a Colorado home-rule municipality (“Town”), and BRUCE W. GILLAM, an individual (“Gillam”) (Gillam and the Town may be referred to as the “Parties”).

RECITALS

WHEREAS, Gillam and White Range, LLC, a Colorado limited liability company (“White Range”), own real property north of State Highway 60, east of Carlson Boulevard and southeast of Ballentine Boulevard, located in Section 1, Township 4 North, Range 68 West of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado, consisting of approximately 13.730 acres, known by Parcel No. 106101400047 in the Weld County Assessor’s Office, as more fully described on Exhibit A attached hereto and incorporated herein by reference (“Property”); and

WHEREAS, a portion of the Property is adjacent to the Town’s Water Treatment Plant (“WTP”); and

WHEREAS, the Town desires to expand its WTP and seeks to construct such expansion on approximately six and a half (6.8394) acres of the Property (“WTP Lot”); and

WHEREAS, Gillam desires to convey the WTP Lot to the Town pursuant to the terms and conditions stated herein; and

WHEREAS, to effectuate the sale of the WTP Lot to the Town, the Town will replat the Property (“Replat”) to create the following three lots: (i) the WTP Lot that will be owned exclusively by Gillam, (ii) a lot on the western portion of the Property that will be owned by Gillam and White Range (“West Lot”) and (iii) a lot on the southern portion of the Property that will be owned by Gillam and White Range (“South Lot”) Gillam; and

WHEREAS, a depiction of the WTP Lot, the West Lot and the South Lot, subject to minor modification upon finalization of the Replat, is attached hereto and incorporated herein by reference as Exhibit B; and

WHEREAS, for the avoidance of doubt and to provide clarity, upon finalization of the Replat, White Range intends to convey the WTP Lot to Gillam, who will then convey the WTP Lot to the Town pursuant to the terms of this Agreement; and

WHEREAS, to effectuate the foregoing, the Parties desire to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions and covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The Recitals set forth above are incorporated herein by reference.
2. Contingency Period. The Town shall have up to ninety (90) days following recordation of the Replat in the Weld County Clerk and Recorder's Office (the "Contingency Period") within which to conduct an investigation of the WTP Lot. In no event shall the contingency period extend beyond February 19, 2023, without written consent of the Parties.
 - a. Inspection Obligations. All inspection fees and other expenses of any kind incurred by the Town relating to the inspection shall be the Town's sole responsibility. The Town will promptly repair, at its expense, any damage to the Property caused by the Town or its agents in conducting its inspection.
 - b. Access to the Property. During the Contingency Period, Gillam shall permit the Town, its employees, contractors and agents, to enter the Property at reasonable times to conduct physical inspections of the WTP Lot. The Town will coordinate its physical inspections with Gillam prior to entry on the Property.
 - c. Termination of Agreement. If, on or before the expiration of the Contingency Period, the Town delivers to Gillam written notice setting forth the Town's election to terminate this Agreement, at the Town's discretion, then this Agreement will terminate. If the Town does not terminate this Agreement during the Contingency Period, then this Agreement will remain in full force and effect in accordance with its terms.
 - d. Expiration of Contingency Period. The Town may, at its discretion, provide written notice to Gillam of the expiration of the Contingency Period at any time during the ninety (90) day period and the Town's intent to move forward with the purchase of the WTP Lot. If notice is not provided, the Contingency Period shall expire at the end of the ninety (90) day period.
3. Conveyance of WTP Lot. Within ten (10) days following the expiration of Contingency Period, Gillam shall convey the WTP Lot to the Town by special warranty deed, in substantially the same form as attached hereto and incorporated herein by reference as Exhibit C.
4. Consideration. In consideration of the conveyance of the WTP Lot by Gillam to the Town, the Town agrees as follows:
 - a. Corbett Glen Filing 3 Final Plat. Gillam, by and through Gillam Development Corporation, a Colorado corporation ("GDC"), its successors and assigns, shall be entitled to replat Outlot A of the Corbett Glen Filing 3 Final Plat ("Outlot A"), recorded on September 21, 2006 at Reception No. 3421288 in the Weld County Clerk and Recorder's Office, as residential lots in accordance with the

Town's Ordinances and regulations and in a form approved by the Town Council ("Outlot A Replat"), and the Town agrees to relinquish its right to seek dedication of Outlot A;

- b. Water Credit. Upon conveyance of the WTP Lot by Gillam to the Town, the Town agrees to provide Gillam with five and nineteen hundredths (5.19) acre-feet of raw water credit to be held in a water bank with the Town ("Gillam Water Bank");
- c. Carlson Boulevard Financial Contribution. Within ten (10) days of execution of a subdivision development and improvement agreement ("SDIA") concerning development of the residential lots associated with the Outlot A Replat, the Town agrees to provide a financial contribution to Gillam or the developer of the property, as appropriate, in the amount of Eighty Thousand Five Hundred Ninety-Five and Fifty Dollars (\$80,595.50), which amount is derived from a cash-in-lieu payment made in relation to Corbett Glen Filing 2, for construction of Carlson Boulevard from the portion of the roadway adjacent to Outlot A to the northern property boundary of Corbett Glen Filing 3 to a two (2) lane road configuration meeting Town standards and specifications, as shall be specified in the SDIA;
- d. Repavement of Ballentine Boulevard and Carlson Boulevard. Upon completion of construction of the expanded WTP, the Town agrees to repave the portions of Ballentine Boulevard and Carlson Boulevard that are damaged due to the construction. Based on the foregoing, the property owners shall not be required to repave the roadways in connection with development of the West Lot, except that they shall remain obligated to: (i) improve the roadways as required by the Town's rules and regulations; (ii) repair damage to curb and gutter flow lines caused by development of the West Lot; and (iii) repave the roadways after the Town's completion of the repavement if subsequent development of the West Lot causes damage to the roads.
- e. State Highway 60. The Town agrees to work with the Colorado Department of Transportation ("CDOT") to obtain authorization for the property owners to construct an access point, likely a right-in/right-out, on a portion of the Property that abuts State Highway 60. Upon completion of the construction of the access point, if at all, the property owners may be entitled to reimbursement or obligations to cost sharing for the cost from the property owner or developer of the real property that is east of the Property and adjacent to State Highway 60; and
- f. Home Supply Ditch. If CDOT does not provide authorization for access to the Property along State Highway 60 as provided above, then, as mutually agreed between the Town and the property owners, the Town will make a right-of-way available on the WTP Lot to allow access to the South Lot from Ballentine Boulevard to the north side of the Consolidated Home Supply Ditch & Reservoir Company Ditch ("Home Supply Ditch"). In such case, the Town will

construct the segment of the roadway from Ballentine Boulevard south to the north side of the Home Supply Ditch. The property owners will be responsible for crossing the Home Supply Ditch and for construction of all other improvements related thereto.

- g. Oil & Gas Mineral Rights. Conveyance of the WTP Lot will not include any interest in mineral rights. All mineral right interests will stay and remain with the owner of such rights at the time of conveyance.

5. Temporary Construction Easement. In order to construct the expansion of the WTP, Gillam, on behalf of his successors and assigns, agrees to provide a temporary construction easement to the Town, in substantially the same form as attached hereto and incorporated herein by reference as Exhibit D ("TCE"). The TCE shall provide the Town with access to two and one-quarter (2.25) acres on the West Lot until the construction of the WTP is completed. The Town agrees to pay Gillam Nineteen Thousand Six Hundred Dollars (\$19,600) for the TCE. Given that the West Lot will be owned by both Gillam and White Range, or their successors or assigns, and that White Range will also be required to execute the TCE, Gillam represents and agrees that White Range will also execute and convey the TCE to the Town. If White Range does not execute and convey the TCE to the Town as provided herein, the Town shall be entitled to condemn the two and one-quarter (2.25) acres on the West Lot, as provided by law, for the temporary construction purposes and Gillam shall be required to pay all costs associated with such condemnation, including attorneys' fees. If the compensation ordered by the court exceeds Nineteen Thousand Six Hundred Dollars (\$19,600), Gillam shall be required to pay White Range the difference between the compensation awarded and Nineteen Thousand Six Hundred Dollars (\$19,600).

6. Gillam's representations, warranties and covenants. Gillam represents, warrants and covenants to the Town that, as of the Effective Date and as of the date of the conveyance of the WTP Lot:

- a. Authority. Gillam has the full right and authority to enter into this Agreement and consummate the transaction(s) contemplated by this Agreement. All requisite entity action has been taken by Gillam in connection with the entering into of this Agreement, the instruments referenced herein, and the consummation of the transaction(s) contemplated hereby. The person signing this Agreement on behalf of Gillam is authorized to do so.
- b. No Consents; Binding Obligations. No third-party approval or consent is required for Gillam to enter into this Agreement or to consummate the transaction(s) contemplated hereby. This Agreement and all documents required hereby to be executed by Gillam are and will be valid, legally binding obligations of and enforceable against Gillam in accordance with their terms.
- c. No Third-Party Interests. Gillam has not granted to any party any option, contract or other right to a purchase the Property, or any portion thereof or any interest therein.

7. Town's representations, warranties and covenants. The Town represents and warrants to the Gillam that:

- a. Authority. The Town has the full right and authority to enter into this Agreement and consummate the transaction(s) contemplated by this Agreement. All requisite action has been taken by the Town in connection with the entering into of this Agreement. The persons signing this Agreement on behalf of the Town are authorized to do so.
- b. No Consents; Binding Obligations. No third party approval or consent is required for the Town to enter into this Agreement or to consummate the transaction(s) contemplated hereby. This Agreement and all documents required hereby to be executed by the Town are and will be valid, legally binding obligations of and enforceable against the Town in accordance with their terms.

8. Casualty. The risk of casualty loss to the WTP Lot will remain with Gillam prior to conveyance of the property to the Town. In the event that the WTP Lot is damaged by fire, flood or other casualty prior to conveyance, then the Town may elect, at its sole option, either (i) to terminate this Agreement, in which case Gillam and the Town will be released from further responsibility hereunder, or (ii) to waive its right to terminate this Agreement and to consummate the transaction contemplated hereby, in which case Gillam will assign to the Town all of Gillam's right to receive the insurance proceeds, if any, payable as a result of such casualty damage.

9. Notices. Any notice required or permitted to be sent pursuant to this Agreement must be in writing and will be deemed given, sent, delivered and received upon the earlier of: (i) when personally or actually delivered; (ii) by e-mail, upon confirmation of delivery; or (iii) one (1) business day after being deposited with a commercial overnight courier and sent by overnight delivery for next business day delivery, with all required charges prepaid; and addressed:

If to Gillam:

Bruce Gillam
3047 Argyll Lane
Johnstown, CO 80534
Email: RHRFOR97@aol.com

If to the Town:

TOWN OF JOHNSTOWN
Attention: Town Manager
450 So. Parish
P. O. Box 609
Johnstown, CO 80534
Email: MLeCerf@JohnstownCO.gov

Any address fixed pursuant to the foregoing may be changed by the addressee by notice given

pursuant to this section.

10. Governing Law and Venue. This Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado. Venue for any claim, proceeding or action arising out of this Agreement shall be in the County of Weld, State of Colorado.

11. 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.

12. Mediation. If a dispute arises under this Agreement that the Parties are not able to mutually resolve, prior to commencing litigation, the non-breaching Party shall first submit the matter to mediation conducted by a neutral mediator. The Parties shall attempt to agree upon a mediator. If the Parties are unable to agree upon a mediator, either Party may apply to the Judicial Arbiter Group in Denver, Colorado, for appointment of a mediator. The cost of the mediation shall be shared equally by the Parties.

13. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect so long as enforcement of the remaining provisions would not be inequitable to the Party against whom they are being enforced under the facts and circumstances then pertaining or substantially deprive such Party of the benefit of its bargain under this Agreement. The Parties shall cooperate in reforming this Agreement to the extent required to most fully effect the intent of any such invalid, void or unenforceable term, provision, covenant or condition.

14. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns.

15. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties related to the subject matter contained herein and supersedes all prior agreements or understandings.

16. No Presumption. Each Party acknowledges that it has obtained, or has had the opportunity to obtain, the advice of legal counsel of its own choosing in connection with the negotiation and execution of this Agreement and with respect to all matters set forth herein. In the event of any dispute, disagreement or controversy arising from this Agreement, the Parties shall be considered joint authors and no provision shall be interpreted against any Party because of authorship.

17. Findings. The Town hereby finds and determines that execution of this Agreement is in the best interests of the public health, safety and general welfare of the citizens of the Town.

18. Further Assurances. Each Party agrees to execute and deliver to the others all such other further instruments and documents as may be reasonably necessary or requested by another Party to confirm or clarify the intent of the provisions of this Agreement, and to carry out and effectuate this Agreement in order to provide and secure to the other Parties the full and complete enjoyment of their rights and privileges under this Agreement.

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

20. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the set forth above.

BRUCE W. GILLAM

Bruce W. Gillam

STATE OF COLORADO)) ss
COUNTY OF _____)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2022, by
Bruce Gillam.

WITNESS my hand and official seal.

My commission expires:_____

Notary Public

THE TOWN OF JOHNSTOWN,
a home-rule municipality of the
State of Colorado

Date: _____

By: _____
Gary Lebsack, Mayor

ATTEST:

Hannah Hill, Town Clerk

EXHIBIT A
Property

JOH PT SE4 1-4-68 BEG SE COR SE4 S89D43'W 1322.16' N04D05'E 31.32' TO TRUE POB
N89D57'W 284.27' S89D38'W 316.29' N12D35'E 18.60' N23D52'E 42.98' N44D47'E 20.11'
N60D25'E 35.93' N77D37'E 100.36' N86D39'E 97.02' N76D43'E 123.11' N66D52'E 159.31'
N36D57'E 53.24' N47D26'W 353.24' N42D52'W 222.36' N40D27'W 139.61' N71D18'W 272.94'
S21D45'W 161.63' S04D47'W 148.11' S89D38'W 161.74' N02D45'W 541.03' N89D33'E 176.49'
CURVE TO LEFT 507.36 CHORD=N62D16'E 487.43' RAD=519.55' S63D3152'E 104.72'
N74D46'E 90.21' N26D28'E 80' N88D08'E 149.28' S78D57'E 422.26' S01D22'W 127.75'
S78D09'W 156.81' S61D20'W 22.85' S47D13'W 47.66' S34D16'W 73.03' S28D15'W 97.98'
S04D05'W 387.77' TO POB

EXHIBIT B
Depiction of WTP Lot

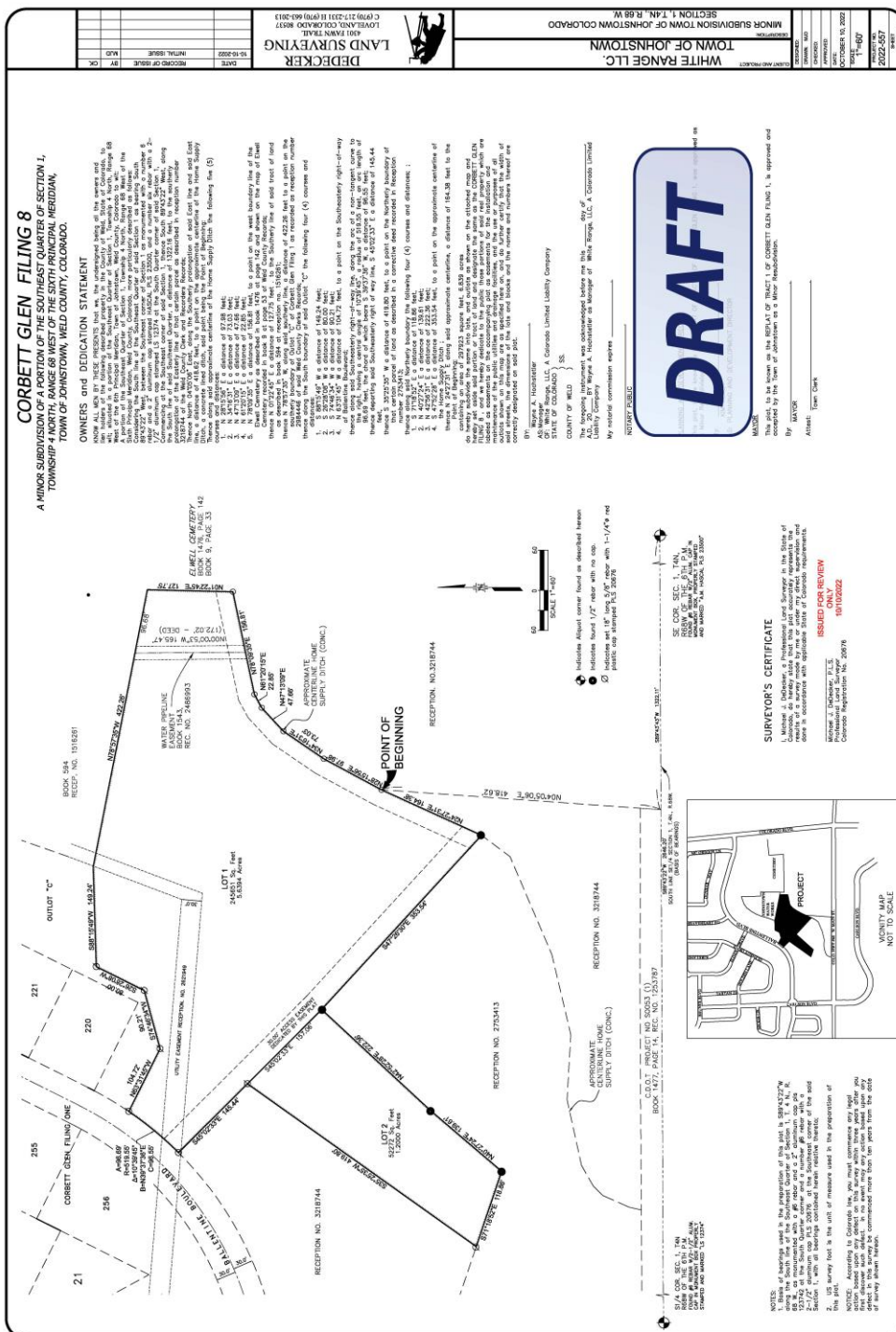


EXHIBIT C
Special Warranty Deed

SPECIAL WARRANTY DEED

THIS DEED, made this ____ day of _____, 20__, between BRUCE W. GILLAM (“**Grantor**”), and the TOWN OF JOHNSTOWN, a Colorado home rule municipality located in the Counties of Larimer and Weld, State of Colorado (“**Grantee**”):

GRANTOR, for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto Grantee, its heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Weld, State of Colorado, described as follows:

_____, Town of Johnstown, County of Weld, State of Colorado, consisting of approximately 6.8394 acres.

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances unto Grantee, its heirs and assigns forever. Grantor, for itself, its heirs, personal representatives and successors, does covenant and agree that it will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of Grantee, its heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under Grantor.

IN WITNESS WHEREOF, Grantor has executed this Deed on the date set forth above.

BRUCE W. GILLAM

Bruce W. Gillam

STATE OF COLORADO)

) ss

COUNTY OF _____)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20__, by Bruce W. Gillam.

WITNESS my hand and official seal.

My commission expires:_____

Notary Public

EXHIBIT D
Temporary Construction Easement

TOWN OF JOHNSTOWN

TEMPORARY CONSTRUCTION STAGING EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION STAGING EASEMENT AGREEMENT (“Agreement”) is made this ____ day of _____ 2023, by and between Bruce W. Gillam, an individual, and White Range, LLC, a Colorado limited liability company (collectively, “Grantor”), and the Town of Johnstown, a Colorado home-rule municipal corporation of the State of Colorado (“Town”), whose legal address is 450 S. Parish Avenue, Johnstown CO 80534. Grantor and the Town may be collectively referred to herein as the “Parties.”

I. CONVEYANCE OF REAL PROPERTY

In consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and the further consideration of the covenants and agreements set forth below, Grantor hereby sells, conveys, transfers, and delivers to the Town, the Town’s employees, contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, successor and assigns, a non-exclusive easement (the “Easement”) for the real property described in Exhibit A, a copy of which is attached and incorporated by this reference (the “Property”), with the rights set forth below, to facilitate the Town’s construction, expansion and installation of the Town of Johnstown Water Treatment Plant and all improvements related thereto (“Project”). The Town will not utilize the Property for any other purposes under this Agreement.

II. TERMS AND CONDITIONS

This Easement is granted in accordance with, and subject to, the following terms, conditions, requirements, and limitations:

1. The Easement is granted for vehicular and pedestrian ingress and egress to and from the Property and for the Town’s use to do all things reasonably necessary to stage materials to construct and install the Project including, but not limited to, the transport, stockpiling, staging and storage of construction materials, soil, equipment and vehicles. During the term of this Easement, the Town shall not leave any rubbish or debris on or about the Property. Upon the termination of this Easement, the Town, at the Town’s expense, shall restore the Property to substantially the same condition it was in prior to the Town’s use.
2. The term of this Agreement shall begin on _____, 202__, and shall extend until _____, 202__, or until the Project is complete, whichever first occurs.
3. Upon termination of this Agreement, all covenants in this Easement shall be released and the Property shall be considered free and clear of any restriction or any right or privilege attaching to the grant of the Easement.
4. The Easement permits the Town, the Town’s employees, contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, successor and assigns to use the Property until completion of the Project.

5. Grantor retains the right to undisturbed use and occupancy of the Property, insofar as such use and occupancy is consistent with and does not impair any rights herein granted to the Town. Excepting existing improvements, if any, Grantor warrants that no building, structure, or other above or below ground obstruction shall interfere with the purposes for which this Easement is granted and that no building, structure, or other above or below ground obstruction shall be placed, erected, installed or permitted upon the Property during the term of this Easement. Grantor further agrees that, in the event the terms of this Easement are violated, such violation shall immediately be corrected by Grantor at Grantor's sole expense upon receipt of written notice from the Town.

a.

6. Grantor warrants that Grantor has the full right and lawful authority to convey the real property interests contained herein and promises and agrees to indemnify and defend the Town in the exercise of any rights granted to Town under this Agreement against any defect in Grantor's title to the property involved or Grantor's right to make any of the grants herein contained.

7. All notices provided for herein shall be in writing and shall be personally delivered or mailed by registered or certified United States mail, postage prepaid, return receipt requested, to the parties at the addresses given below, or sent via electronic mail on the condition of notice of receipt by the intended recipient:

b.

If to Grantor:

Bruce Gillam
3047 Argyll Lane
Johnstown, CO 80534
Email: RHRFOR97@aol.com

White Range, LLC
Email:

If to the Town:

Town of Johnstown
Attention: Town Manager
450 S. Parish Avenue
P.O. Box 609
Johnstown, CO 80534
Email: mlecerf@johnstownco.gov

8. The Parties agree that the Town is relying on, and does not waive or intend to waive by any provision of the Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as amended from time, or otherwise available to the Town, its elected officials, employees or agents.

9. This Agreement represents the entire agreement between Grantor and the Town as relates to the Easement and supersedes all prior negotiations, representations, or agreements, either written or oral. Amendments to this Agreement must be in writing and signed by the Parties.

10. Each and every term, condition, or covenant of this Agreement is subject to and shall be construed in accordance with the provisions of the laws of the State of Colorado. Venue for any action arising out of this Agreement shall be in the County of Weld, State of Colorado.

12. This Agreement shall be recorded in the office of the Weld County Clerk and Recorder.

BRUCE W. GILLAM

STATE OF COLORADO)) ss
COUNTY OF _____)

WITNESS my hand and official seal.

Notary Public

By:_____

Title:

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2022, by _____ as the _____ of White Range, LLC.

WITNESS my hand and official seal.

My commission expires:_____

Notary Public

TOWN OF JOHNSTOWN, COLORADO

By:_____
Matt LeCerf, Town Manager

ATTEST:

Hannah Hill, Town Clerk

[TOWN SEAL]

EXHIBIT A

Legal Description

EXHIBIT B

Project Description



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: November 21, 2022

SUBJECT: Second Public Hearing: Proposed 2023 Budget

ACTION PROPOSED: No Action – Public Hearing Only

ATTACHMENTS: 1. Exhibit A – FY 2023 Amended Proposed Budget
2. Exhibit B – Capital Improvement Program 2023 to 2032

PRESENTED BY: Devon McCarty, Interim Finance Director

The Town of Johnstown Home Rule Charter, Section 12.5, and Colorado Revised Statutes 29-1-108(1) require that a public hearing be held at a regular meeting of the Town Council to give interested citizens an opportunity to file or register objections or suggestions thereto at any time prior to the adoption of the 2023 Budget.

Included is the proposed 2023 Budget and the Capital Improvement Program (CIP) 2023-2032. The proposed 2023 budget was presented to the Town Council on September 12, 2022 and September 26, 2022. The CIP was presented to Council on November 14. The first public hearing to receive comments was held on November 7, 2022. Since the first hearing, there has been an adjustment to the budget. The \$30 million loan from the General Fund to the Water Fund has been removed and replaced with a proposed bond issuance of \$56 million. The cost of issuance associated with the bonds was also added.

While service delivery is either maintained at a consistent level or improved, we expect expenditures to increase when measured across all funds. Managing this increase is only possible when revenues and existing fund balance exceed the project expenditures. Should revenues not come in as expected, it is possible that these expenditures could change and be decreased. As always, we will monitor these on a continuous basis for any abnormalities.

The budget parallels the methods of accounting used for the Town's funds. Modified accrual basis is used for all governmental fund operations. Proprietary and fiduciary funds use full accrual basis. Under the modified accrual basis of accounting, revenues are recognized as soon as they are both

The Community That Cares

www.TownofJohnstown.com

P: 970.587.4664 | 450 S. Parish Ave, Johnstown CO | F: 970.587.0141

measurable and available and expenditures are recorded when a liability is incurred except for debt service and compensated absences. Under the full accrual basis of accounting, revenues are recorded when earned and that expenditures are recorded when a liability is incurred without consideration of the timing of related cash flows. The basis of accounting used in the budget is the same basis of accounting used in the financial statements. The figures presented in the budget represent the estimated cash balances for the budget year 2023.

LEGAL ADVICE:

A public hearing is required per state and local law.

FINANCIAL ADVICE:

This public hearing will maintain our compliance with both state and local regulations.

RECOMMENDED ACTION: No action is necessary; this is a public hearing.

Reviewed and Approved for Presentation,



Town Manager

**TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2023**

GENERAL FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Impact Outlay	Debt Service	Total	
Council	49,790	270,000	6,500	480,150	806,440	25,000	-	-	831,440	
Town Manager	865,110	300,295	75,705	146,320	1,387,430	55,000	-	-	1,442,430	
Town Clerk	300,100	99,960	37,350	4,500	441,910	-	-	-	441,910	
Finance	213,160	215,950	15,260	6,500	450,870	-	-	-	450,870	
Planning	508,480	24,200	25,580	8,050	566,310	-	-	-	566,310	
Bldg Inspections	103,350	303,700	5,970	800	413,820	-	-	-	413,820	
Police	4,087,900	343,140	405,970	112,100	4,949,110	307,500	750,000	-	6,006,610	
Public Works	641,900	17,050	55,600	21,800	736,350	25,000	-	-	761,350	
Buildings	-	233,000	7,000	23,100	263,100	25,000	-	-	288,100	
Reimbursements	-	700,000	-	-	700,000	-	-	-	700,000	
Totals	\$6,769,790	\$2,507,295	\$634,935	\$803,320	\$10,715,340	\$437,500	\$750,000	\$0	\$11,902,840	
Total Cash Available										\$ 53,946,290
Ending Fund Balance										\$ 42,043,450
% of Total Budget	56.88%	21.06%	5.33%	6.75%	90.02%	3.68%	6.30%	0.00%	100.00%	

		<u>2021</u>	<u>2022</u>	<u>2022</u>	<u>2022</u>	<u>2023</u>
	<u>GENERAL FUND REVENUES</u>	<u>Actuals</u>	<u>Jan - Aug</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
	ADVALOREM TAXES					
10.01.3110.00	PROPERTY TAXES - WELD	3,920,360	3,902,572	3,983,941	3,983,941	4,251,814
10.01.3112.00	PROPERTY TAXES - LARIMER	5,715,505	4,241,878	4,281,495	5,694,300	4,778,720
	SUBTOTAL	9,635,865	8,144,450	8,265,436	9,678,241	9,030,534
	SALES TAX					
10.01.3120.00	SALES TAX - STATE	10,253,446	5,810,914	6,685,380	9,600,000	9,000,000
10.01.3122.00	USE TAX - BUILDING	1,311,163	1,635,136	750,000	2,000,000	750,000
	SUBTOTAL	11,564,610	7,446,050	7,435,380	11,600,000	9,750,000
	EXCISE TAX					
10.01.3130.00	LODGING TAX	136,917	70,187	111,900	90,000	90,000
10.01.3150.00	TOBACCO TAX	38,066	11,048	25,000	20,000	20,000
10.01.3160.00	SEVERANCE TAX	104,279	632,921	75,000	75,000	75,000
	SUBTOTAL	279,263	714,156	211,900	185,000	185,000
	FRANCHISE TAX					
10.01.3180.00	FRANCHISE TAX-CABLE	29,546	13,990	26,000	26,000	32,000
10.01.3184.00	FRANCHISE TAX - ELECTRIC & GAS	492,303	295,635	475,000	420,000	420,000
	SUBTOTAL	521,849	309,625	501,000	446,000	452,000

		<u>2021</u>	<u>2022</u>	<u>2022</u>	<u>2022</u>	<u>2023</u>
		<u>Actuals</u>	<u>Jan - Aug</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
GENERAL FUND REVENUES						
LICENSES, PERMITS, & SERVICE CHARGES						
10.01.3210.00	BUSINESS LICENSES	24,798	16,975	15,000	24,798	26,000
10.01.3215.00	CONTRACTORS LICENSES	29,300	20,200	28,000	28,000	28,000
10.01.3220.00	DOG LICENSE/FEEs	797	819	1,500	1,500	1,500
10.01.3230.00	LIQUOR LICENSE	6,330	4,079	3,500	3,800	4,000
10.01.3510.00	ABATEMENT FEES	2,045	1,950	500	2,100	2,000
10.01.3520.00	ADMINISTRATIVE FEES	12,361	2,613	3,000	3,000	2,500
10.01.3530.00	BUILDING PERMITS	1,015,639	1,669,565	750,000	2,300,000	1,000,000
10.01.3546.00	PLAN REVIEW FEE	7,359	-	-	-	-
10.01.3565.00	FACILITY RENTAL FEES	2,449	3,525	250	3,500	2,500
10.01.3570.00	FINGERPRINTING FEES		330		330	330
10.01.3750.00	POLICE FACILITIES DEVELOPMENT FEES	244,980	436,069	109,950	600,000	280,610
10.01.3760.00	PUBLIC FACILITIES IMPACT FEES	597,834	999,962	238,350	1,300,000	609,660
SUBTOTAL		1,943,891	3,156,087	1,150,050	4,267,028	1,957,100
FINES, FORFEITURES, & PD FEES						
10.01.3310.00	COURT REVENUES	244,876	141,739	145,000	183,500	160,000
10.01.3320.00	COURT SURCHARGE	25,740	20,208	15,500	19,000	15,500
10.01.3330.00	RESTITUTION		275			
SUBTOTAL		270,616	162,222	160,500	202,500	175,500
OTHER REVENUES						
10.01.3960.00	INTEREST INCOME	91,125	139,779	52,500	70,000	15,000
10.01.3970.00	MISC REVENUE	106,226	306,993	15,000	309,300	10,000
10.01.3985.00	REFUND OF EXPENDITURES	909,635	520,727	150,000	593,000	737,500
10.01.3990.00	RENT INCOME	7,187	4,200	6,600	6,600	6,600
SUBTOTAL		1,114,173	971,699	224,100	978,900	769,100

General Fund

Item #9.

		<u>2021</u>	<u>2022</u>	<u>2022</u>	<u>2022</u>	<u>2023</u>
	<u>GENERAL FUND REVENUES</u>	<u>Actuals</u>	<u>Jan - Aug</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
	<u>REVENUE FROM OTHER AGENCIES</u>					
10.01.3410.00	GRANTS - FEDERAL	-	1,910,007	-	1,910,007	-
10.01.3420.00	ROYALTIES	154,218	86,943	25,000	57,920	25,000
10.01.3440.00	STATE GRANTS	10,440	26,898	87,500	157,190	10,000
	SUBTOTAL	164,657	2,023,848	112,500	2,125,117	35,000
	<u>EVENTS & COMMUNITY ACTIVITIES</u>					
10.01.3953.00	DONATIONS/COMMUNITY ACTIVITIES	1,197		500	500	
	SUBTOTAL	1,197	-	500	500	-
	TOTAL FUND REVENUES	25,496,120	22,928,137	18,061,366	29,483,286	22,354,234
	<u>INTRAGOVERNMENTAL REVENUES</u>					
10.01.3999.00	TO LIBRARY	(1,143,334)	(758,528)	(1,140,000)	(1,140,000)	(1,243,246)
10.01.3999.00	TO SEWER FUND		-	-	-	(50,000,000)
10.01.3999.00	TO WATER FUND	(811,362)	-	(40,000,000)	-	-
10.01.3999.00	TO PARKS	-	-	(1,112,000)	(1,112,000)	-
10.01.3999.00	TO REC CENTER	-	-	-	-	(77,262)
10.01.3999.00	TO STREETS	(2,000,000)	-	-	-	-
10.01.3999.00	TO TAX FUND	(403,646)	(104,581)	(585,000)	(645,050)	(625,000)
	SUBTOTAL	(4,358,342)	(863,109)	(42,837,000)	(2,897,050)	(51,945,508)
	TOTAL FUND REVENUES W/TRANSERS	21,137,778	22,065,028	(24,775,634)	26,586,236	(29,591,273)
		1,885,807				
	UNRESTRICTED CASH BALANCE FORWARD					83,537,563
	TOTAL ANTICIPATED FUNDS AVAILABLE					53,946,290

<u>Acct. No.</u>	<u>Account Title</u>	<u>2021 Actuals</u>	<u>2022 Jan - Aug Actuals</u>	<u>2022 Adopted Budget</u>	<u>2022 Estimated</u>	<u>2023 Proposed</u>
	<u>Personnel Services</u>					
10.10.4001.00	Salaries	40,220	26,088	25,000	43,600	45,780
10.10.4010.00	Payroll Taxes	3,087	1,996	2,000	3,200	3,550
10.10.4025.00	Workers Compensation	39	207	1,200	1,200	460
	Total Personnel Services	43,347	28,291	28,200	48,000	49,790
	<u>Contractual Services</u>					
10.10.4100.00	Audit	8,500	9,000	18,000	9,000	18,000
10.10.4135.00	Other Contractual Services	11,130	7,508	20,300	45,300	40,000
10.10.4145.00	Printing & Advertising	8,771	5,121	19,000	10,000	19,000
10.10.4150.00	Professional Services	201,211	56,296	175,000	125,000	175,000
10.10.4180.00	Travel & Training	3,221	3,732	18,000	10,000	18,000
	Total Contractual Services	232,833	81,657	250,300	199,300	270,000
	<u>Commodities</u>					
10.10.4310.00	Computers & Software	1,280	1,313	5,000	3,000	3,000
10.10.4385.00	Supplies - General	1,080	481	2,500	2,000	2,500
10.10.4400.00	Supplies - Office		1,050	1,000	500	1,000
	Total Commodities	2,360	2,844	8,500	5,500	6,500
	<u>Other Charges</u>					
10.10.4530.00	Election Expenses		34,814	38,000	35,000	-
10.10.4540.00	Insurance	92,427	110,465	126,000	126,000	124,650
10.10.4560.00	Memberships & Subscriptions	44,816	19,300	50,000	51,000	65,500
10.10.4570.00	Miscellaneous	1,082,783	373,191	386,500	632,000	290,000
	Total Other Charges	1,220,027	537,770	600,500	844,000	480,150
	<u>Capital - \$5,000/item min.</u>					
10.10.4830.00	Equipment	49,655	115,197	45,000	129,000	25,000
10.10.4840.00	Other Improvements	-	-	-	1,509,000	-
	Total Capital	49,655	115,197	45,000	1,638,000	25,000
	Total Budget Request	1,548,221	765,759	932,500	2,734,800	831,440

General Fund - Town Manager Dept.

Item #9.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2021 Actuals</u>	<u>2022 Jan - Aug Actuals</u>	<u>2022 Adopted Budget</u>	<u>2022 Estimated</u>	<u>2023 Proposed</u>
	<u>Personnel Services</u>					
10.20.4001.00	Salaries	325,574	296,004	619,800	619,800	658,700
10.20.4002.00	Overtime	-	-	500	500	500
10.20.4010.00	Payroll Taxes	23,500	22,165	48,800	48,800	50,550
10.20.4020.00	Unemployment Taxes	360	-	6,550	6,550	7,000
10.20.4025.00	Workers Compensation	1,067	4,931	7,800	7,800	4,280
10.20.4030.00	Group Insurance	46,315	42,620	111,600	111,600	73,040
10.20.4035.00	Retirement Contribution	29,210	27,125	74,500	74,500	64,140
10.20.4040.00	Automobile Allowance	250	-	6,000	6,000	6,000
10.20.4045.00	Cell Phone Allowance	713	4,775	600	600	900
	Total Personnel Services	426,988	397,620	876,150	876,150	865,110
	<u>Contractual Services</u>					
10.20.4120.00	Employee Education		1,000	3,000	3,000	-
10.20.4135.00	Other Contractual Services	26,375	7,792	60,700	37,200	45,900
10.20.4140.00	Postage	53	-	3,150	1,500	2,650
10.20.4145.00	Printing & Advertising	28,835	19,559	46,100	45,600	64,040
10.20.4150.00	Professional Services	174,565	22,558	252,000	72,000	130,500
10.20.4170.00	Telephone & Internet	2,876	1,801	8,900	8,000	12,320
10.20.4180.00	Travel & Training	8,151	10,586	52,075	45,475	44,885
	Total Contractual Services	240,855	63,296	425,925	212,775	300,295
	<u>Commodities</u>					
10.20.4310.00	Computers & Software	8,104	12,057	31,873	31,800	59,205
10.20.4330.00	Fuel & Lubricants	1,310	967	1,000	1,000	2,500
10.20.4385.00	Supplies - General	9,229	651	10,350	8,500	9,100
10.20.4400.00	Supplies - Office	3,484	1,898	8,300	7,000	4,900
	Total Commodities	22,127	15,573	51,523	48,300	75,705
	<u>Other Charges</u>					
10.20.4540.00	Insurance	2,117	3,419	5,400	5,400	4,900
10.20.4560.00	Memberships & Subscriptions	3,780	3,693	17,595	17,595	18,420
10.20.4570.00	Miscellaneous	7,970	25,258	148,000	137,000	123,000
	Total Other Charges	13,867	32,370	170,995	159,995	146,320

General Fund - Town Manager Dept.

Item #9.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2021 Actuals</u>	<u>2022 Jan - Aug Actuals</u>	<u>2022 Adopted Budget</u>	<u>2022 Estimated</u>	<u>2023 Proposed</u>
	Capital - \$5,000/item min.					
10.20.4840.00	Infrastructure	-	-	120,000	60,000	55,000
	Total Capital	-	-	120,000	60,000	55,000
	Total Budget Request	703,836	508,859	1,644,593	1,357,220	1,442,430

<u>Acct. No.</u>	<u>Account Title</u>	<u>2021 Actuals</u>	<u>2022 Jan - Aug Actuals</u>	<u>2022 Adopted Budget</u>	<u>2022 Estimated</u>	<u>2023 Proposed</u>
	<u>Personnel Services</u>					
10.30.4001.00	Salaries	201,316	173,808	261,100	256,000	209,400
10.30.4002.00	Overtime	-	-	500	500	500
10.30.4010.00	Payroll Taxes	14,946	12,763	20,200	19,800	16,000
10.30.4020.00	Unemployment Taxes	-	-	2,600	2,600	1,800
10.30.4025.00	Workers Compensation	592	2,431	2,550	2,450	3,900
10.30.4030.00	Group Insurance	36,158	36,488	83,000	83,000	43,400
10.30.4035.00	Retirement Contribution	12,609	15,615	30,800	29,500	25,100
	Total Personnel Services	265,620	241,105	400,750	393,850	300,100
	<u>Contractual Services</u>					
10.30.4135.00	Other Contractual Services	4,633	7,838	14,800	14,800	18,000
10.30.4140.00	Postage	1,317	1,161	2,400	1,500	2,000
10.30.4145.00	Printing & Advertising	401	59	1,000	500	1,500
10.30.4150.00	Professional Services	77,373	48,811	62,000	63,000	69,000
10.30.4160.00	Rents	457	197	2,500	1,000	1,000
10.30.4170.00	Telephone & Internet	3,581	2,227	6,500	4,000	4,960
10.30.4180.00	Travel & Training	1,050	-	1,800	2,000	3,500
	Total Contractual Services	88,812	60,293	91,000	86,800	99,960
	<u>Commodities</u>					
10.30.4310.00	Computers & Software	11,423	5,336	2,400	5,500	33,850
10.30.4330.00	Fuel & Lubricants	1,929	270	3,000	500	500
10.30.4400.00	Supplies - Office	2,456	2,709	3,500	3,000	3,000
	Total Commodities	15,808	8,315	8,900	9,000	37,350
	<u>Other Charges</u>					
10.30.4540.00	Insurance	6,111	3,758	4,600	4,600	2,500
10.30.4560.00	Memberships & Subscriptions	136	137	1,000	1,000	1,500
10.30.4570.00	Miscellaneous	2,918	302	3,500	500	500
	Total Other Charges	9,165	4,197	9,100	6,100	4,500
	Total Budget Request	379,404	313,910	509,750	495,750	441,910

<u>Acct. No.</u>	<u>Account Title</u>	<u>2021 Actuals</u>	<u>2022 Jan - Aug Actuals</u>	<u>2022 Adopted Budget</u>	<u>2022 Estimated</u>	<u>2023 Proposed</u>
	<u>Personnel Services</u>					
10.40.4001.00	Salaries	105,646	70,451	116,300	116,300	150,200
10.40.4002.00	Overtime	50		500		500
10.40.4010.00	Payroll Taxes	7,993	5,179	8,900	8,900	11,500
10.40.4020.00	Unemployment Taxes	-	-	1,350	1,350	1,800
10.40.4025.00	Workers Compensation	369	1,097	2,560	2,560	2,560
10.40.4030.00	Group Insurance	13,300	13,882	18,600	18,600	28,500
10.40.4035.00	Retirement Contribution	8,726	8,120	13,600	19,000	18,100
	Total Personnel Services	136,084	98,729	161,810	166,710	213,160
	<u>Contractual Services</u>					
10.40.4135.00	Other Contractual Services	24,287	140,966	191,850	191,850	198,000
10.40.4140.00	Postage	7	-	450	450	450
10.40.4145.00	Printing & Advertising	-	-	3,000	300	3,000
10.40.4150.00	Professional Services	200	200	-	200	-
10.40.4170.00	Telephone & Internet	2,371	1,480	3,900	3,900	7,000
10.40.4180.00	Travel & Training	791	512	7,500	6,000	7,500
	Total Contractual Services	27,657	143,158	206,700	202,700	215,950
	<u>Commodities</u>					
10.40.4310.00	Computers & Software	709	30,842	38,800	38,800	11,760
10.40.4400.00	Supplies - Office	4,415	1,867	3,200	2,900	3,500
	Total Commodities	5,124	32,709	42,000	41,700	15,260
	<u>Other Charges</u>					
10.40.4540.00	Insurance	800	1,292	1,900	1,100	1,400
10.40.4560.00	Memberships & Subscriptions	265	150	600	600	600
10.40.4570.00	Miscellaneous	127	8,119	4,500	4,500	4,500
	Total Other Charges	1,192	9,561	7,000	6,200	6,500
	Total Budget Request	170,056	284,157	417,510	417,310	450,870

<u>Acct. No.</u>	<u>Account Title</u>	<u>2021 Actuals</u>	<u>2022 Jan - Aug Actuals</u>	<u>2022 Adopted Budget</u>	<u>2022 Estimated</u>	<u>2023 Proposed</u>
	<u>Personnel Services</u>					
10.50.4001.00	Salaries	205,620	141,956	335,800	270,000	345,600
10.50.4010.00	Payroll Taxes	15,013	10,267	26,600	21,500	26,300
10.50.4020.00	Unemployment Taxes	-	-	5,000	5,000	4,000
10.50.4025.00	Workers Compensation	3,051	2,444	5,000	4,650	6,730
10.50.4030.00	Group Insurance	60,200	36,806	124,100	78,900	84,200
10.50.4035.00	Retirement Contribution	14,212	14,798	41,300	33,000	41,650
	Total Personnel Services	298,096	206,271	537,800	413,050	508,480
	<u>Contractual Services</u>					
10.50.4120.00	Employee Education	-	-		-	3,000
10.50.4135.00	Other Contractual Services	34,269	50,758	162,100	162,100	3,000
10.50.4140.00	Postage	301	453	600	750	800
10.50.4145.00	Printing & Advertising	1,617	-	600	600	1,000
10.50.4150.00	Professional Services	10,530	199		200	-
10.50.4170.00	Telephone & Internet	2,371	1,480	6,000	6,000	7,200
10.50.4180.00	Travel & Training	1,045	135	8,000	6,000	9,200
	Total Contractual Services	50,132	53,025	177,300	175,650	24,200
	<u>Commodities</u>					
10.50.4310.00	Computers & Software	13,178	11,428	20,380	20,380	20,580
10.50.4400.00	Supplies - Office	1,195	820	5,000	4,000	5,000
	Total Commodities	14,373	12,248	25,380	24,380	25,580
	<u>Other Charges</u>					
10.50.4540.00	Insurance	1,823	2,944	3,600	3,000	2,050
10.50.4560.00	Memberships & Subscriptions	618	95	4,548	1,700	2,500
10.50.4570.00	Miscellaneous	25	3,153	3,500	3,500	3,500
	Total Other Charges	2,467	6,192	11,648	8,200	8,050
	<u>Capital - \$5,000/item min.</u>					
10.50.4830.00	Equipment		7,740	7,750	7,740	
	Total Capital	-	7,740	7,750	7,740	-
	Total Budget Request	365,068	285,476	759,878	629,020	566,310

<u>Acct. No.</u>	<u>Account Title</u>	<u>2021 Actuals</u>	<u>2022 Jan - Aug Actuals</u>	<u>2022 Adopted Budget</u>	<u>2022 Estimated</u>	<u>2023 Proposed</u>
	Contractual Services					
10.51.4137.00	Contractual - Restricted Bill Back	643,775	442,347	300,000	500,000	700,000
	Total Contractual Services	643,775	442,347	300,000	500,000	700,000
	Total Budget Request	643,775	442,347	300,000	500,000	700,000

<u>Acct. No.</u>	<u>Account Title</u>	<u>2021 Actuals</u>	<u>2022 Jan - Aug Actuals</u>	<u>2022 Adopted Budget</u>	<u>2022 Estimated</u>	<u>2023 Proposed</u>
	<u>Personnel Services</u>					
10.60.4001.00	Salaries	55,305	41,886	63,500	63,500	65,800
10.60.4002.00	Overtime	-	-	500	500	-
10.60.4010.00	Payroll Taxes	4,290	3,114	4,900	4,900	5,050
10.60.4020.00	Unemployment Taxes	-	-	650	650	650
10.60.4025.00	Workers Compensation	64	42	650	650	1,250
10.60.4030.00	Group Insurance	752	368	2,000	2,000	21,000
10.60.4035.00	Retirement Contribution	2,588	3,568	7,700	9,500	9,600
	Total Personnel Services	62,999	48,978	79,900	81,700	103,350
	<u>Contractual Services</u>					
10.60.4135.00	Other Contractual Services	180,684	110,839	181,300	181,300	300,000
10.60.4140.00	Postage	-	-	200	-	-
10.60.4145.00	Printing & Advertising	-	-	700	-	200
10.60.4150.00	Professional Services	-	-	5,000	-	-
10.60.4170.00	Telephone & Internet	505	320	1,300	1,300	1,700
10.60.4180.00	Travel & Training	-	-	-	-	1,800
	Total Contractual Services	181,189	111,159	188,500	182,600	303,700
	<u>Commodities</u>					
10.60.4310.00	Computers & Software	2,178	2,287	500	2,800	5,270
10.60.4400.00	Supplies - Office	339	472	700	700	700
10.60.4430.00	Supplies - Training	-	-	500		
	Total Commodities	2,517	2,759	1,700	3,500	5,970
	<u>Other Charges</u>					
10.60.4540.00	Insurance	421	680	1,000	1,000	500
10.60.4560.00	Memberships & Subscriptions	260	170	300	300	300
10.60.4570.00	Miscellaneous	23	-	-	-	-
	Total Other Charges	704	850	1,300	1,300	800
	Total Budget Request	247,409	163,746	271,400	269,100	413,820

General Fund - Police Dept.

Item #9.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2021 Actuals</u>	<u>2022 Jan - Aug Actuals</u>	<u>2022 Adopted Budget</u>	<u>2022 Estimated</u>	<u>2023 Proposed</u>
	<u>Personnel Services</u>					
10.70.4001.00	Salaries	2,015,247	1,585,258	2,556,400	2,556,400	2,585,500
10.70.4002.00	Overtime	21,864	47,453	37,500	65,500	67,000
10.70.4003.00	Off-Duty Work	456	-	30,000	-	-
10.70.4010.00	Payroll Taxes	152,275	120,829	204,500	195,000	198,500
10.70.4020.00	Unemployment Taxes	-	-	21,300	21,300	24,500
10.70.4025.00	Workers Compensation	58,941	51,018	149,800	149,800	152,000
10.70.4030.00	Group Insurance	349,076	274,593	516,700	479,000	410,500
10.70.4035.00	Retirement Contribution	125,112	166,797	301,100	301,100	314,800
	Total Personnel Services	2,722,972	2,245,948	3,817,300	3,768,100	3,752,800
	<u>New Personnel</u>					
10.70.4001.00	Salaries	-	-	-	-	212,800
10.70.4002.00	Overtime	-	-	-	-	6,000
10.70.4010.00	Payroll Taxes	-	-	-	-	16,300
10.70.4020.00	Unemployment Taxes	-	-	-	-	4,000
10.70.4025.00	Workers Compensation	-	-	-	-	8,000
10.70.4030.00	Group Insurance	-	-	-	-	62,000
10.70.4035.00	Retirement Contribution	-	-	-	-	26,000
	Total New Personnel	-	-	-	-	335,100
	<u>Contractual Services</u>					
10.70.4120.00	Employee Education	(410)				3,000
10.70.4122.00	Maintenance - Buildings	631	95			-
10.70.4130.00	Maintenance - Vehicles	45,989	21,315	25,000	25,000	27,000
10.70.4135.00	Other Contractual Services	121,956	134,962	212,000	179,700	191,640
10.70.4140.00	Postage	2,788	1,269	5,000	4,000	4,500
10.70.4145.00	Printing & Advertising	402	422	1,500	1,300	1,500
10.70.4150.00	Professional Services	24,977	4,927	35,100	20,200	28,500
10.70.4170.00	Telephone & Internet	40,355	22,067	56,600	41,000	45,000
10.70.4180.00	Travel & Training	11,451	4,429	33,100	17,400	42,000
	Total Contractual Services	248,139	189,486	368,300	288,600	343,140

General Fund - Police Dept.

Item #9.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2021 Actuals</u>	<u>2022 Jan - Aug Actuals</u>	<u>2022 Adopted Budget</u>	<u>2022 Estimated</u>	<u>2023 Proposed</u>
	<u>Commodities</u>					
10.70.4310.00	Computers & Software	18,983	11,685	18,840	16,750	111,170
10.70.4330.00	Fuel & Lubricants	53,106	47,599	60,000	60,000	72,000
10.70.4385.00	Supplies - General	110,677	35,634	116,440	119,700	174,300
10.70.4395.00	Supplies - Lab	4,329	9,341	10,500	11,000	6,000
10.70.4400.00	Supplies - Office	7,893	7,281	13,000	12,000	13,500
10.70.4460.00	Uniforms	14,209	5,231	17,000	11,900	29,000
	Total Commodities	209,197	116,771	235,780	231,350	405,970
	<u>Other Charges</u>					
10.70.4520.00	Donations - Community Programs	4,107	3,380	4,500	4,500	4,500
10.70.4540.00	Insurance	90,675	100,331	111,200	100,340	106,100
10.70.4560.00	Memberships & Subscriptions	370	295	1,500	500	1,500
10.70.4570.00	Miscellaneous	-	9,042	-	-	-
	Total Other Charges	95,153	113,048	117,200	105,340	112,100
	<u>Capital - \$5,000/item min.</u>					
10.70.4830.00	Equipment					7,500
10.70.4860.00	Vehicles	101,680	189,980	190,000	190,000	300,000
	Total Capital	101,680	189,980	190,000	190,000	307,500
<u>Impact</u>						
	<u>Capital - \$5,000/item min.</u>					
10.70.4860.00	Vehicles	-	-	-	-	300,000
10.70.4890.00	Other Improvements	-	-	150,000	-	450,000
	Total Capital	-	-	150,000	-	750,000
	Total Budget Request	3,377,141	2,855,233	4,878,580	4,583,390	6,006,610

General Fund - Public Works Dept.

Item #9.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2021 Actuals</u>	<u>2022 Jan - Aug Actuals</u>	<u>2022 Adopted Budget</u>	<u>2022 Estimated</u>	<u>2023 Proposed</u>
	<u>Personnel Services</u>					
10.80.4001.00	Salaries	128,121	214,629	453,600	453,600	449,600
10.80.4002.00	Overtime	-	356	-	148	500
10.80.4010.00	Payroll Taxes	9,876	15,784	35,700	33,200	37,800
10.80.4020.00	Unemployment Taxes	-	-	4,600	4,600	4,600
10.80.4025.00	Workers Compensation	7,981	4,562	11,300	10,400	18,800
10.80.4030.00	Group Insurance	21,311	36,283	139,100	135,000	72,800
10.80.4035.00	Retirement Contribution	11,969	16,106	54,800	52,500	57,800
	Total Personnel Services	179,258	287,720	699,100	689,448	641,900
	<u>Contractual Services</u>					
10.80.4122.00	Maintenance - Buildings	1,157	936	-	800	-
10.80.4125.00	Maintenance - Equipment	831	-	1,500	1,500	3,000
10.80.4130.00	Maintenance - Vehicles	50	-	-	-	-
10.80.4135.00	Other Contractual Services	5,090	1,739	1,200	1,500	1,500
10.80.4140.00	Postage	28	-	200	200	50
10.80.4145.00	Printing & Advertising	681	597	200	375	500
10.80.4160.00	Rents	564	558	2,500	500	1,000
10.80.4170.00	Telephone & Internet	7,258	5,489	9,300	9,300	6,000
10.80.4180.00	Travel & Training	824	759	750	800	5,000
	Total Contractual Services	16,482	10,078	15,650	14,975	17,050

General Fund - Public Works Dept.

Item #9.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2021 Actuals</u>	<u>2022 Jan - Aug Actuals</u>	<u>2022 Adopted Budget</u>	<u>2022 Estimated</u>	<u>2023 Proposed</u>
	<u>Commodities</u>					
10.80.4310.00	Computers & Software	5,255	21,462	16,900	16,900	38,600
10.80.4330.00	Fuel & Lubricants	2,192	1,818	2,400	2,400	5,000
10.80.4385.00	Supplies - General	1,329	7,965	3,000	3,000	5,000
10.80.4400.00	Supplies - Office	1,276	7,837	9,250	10,750	1,000
10.80.4410.00	Supplies - Operational	1,230	243	3,000	3,000	5,000
10.80.4460.00	Uniforms	-	-	-	-	1,000
	Total Commodities	11,282	39,325	34,550	36,050	55,600
	<u>Other Charges</u>					
10.80.4540.00	Insurance	1,297	6,687	11,100	10,100	15,800
10.80.4560.00	Memberships & Subscriptions	-	-	800	800	3,000
10.80.4570.00	Miscellaneous	4,401	2,850	-	-	3,000
	Total Other Charges	5,698	9,537	11,900	10,900	21,800
	<u>Capital - \$5,000/item min.</u>					
10.80.4830.00	Equipment	-	-	-	-	25,000
	Total Capital	-	-	-	-	25,000
	Total Budget Request	212,721	346,660	761,200	751,373	761,350

<u>Acct. No.</u>	<u>Account Title</u>	<u>2021 Actuals</u>	<u>2022 Jan - Aug Actuals</u>	<u>2022 Adopted Budget</u>	<u>2022 Estimated</u>	<u>2023 Proposed</u>
	<u>Contractual Services</u>					
10.82.4122.00	Maintenance - Buildings	59,517	10,528	40,800	38,000	48,000
10.82.4125.00	Maintenance - Equipment	1,217	9,210	10,000	10,000	10,500
10.82.4127.00	Maintenance - Infrastructure	11,997	7,377	9,000	9,000	9,000
10.82.4135.00	Other Contractual Services	62,765	36,273	78,100	78,100	80,000
10.82.4150.00	Professional Services	495	169	3,250	3,250	4,000
10.82.4160.00	Rents	1,665	-	1,500	1,500	1,500
10.82.4190.00	Utilities	52,143	57,450	75,000	75,000	80,000
	Total Contractual Services	189,798	121,007	217,650	214,850	233,000
	<u>Commodities</u>					
10.82.4390.00	Supplies - Janitorial	678	1,301	3,000	3,000	4,000
10.82.4410.00	Supplies - Operational	5,927	1,076	3,000	3,000	3,000
	Total Commodities	6,605	2,377	6,000	6,000	7,000
	<u>Other Charges</u>					
10.82.4540.00	Insurance	15,513	20,526	24,600	24,600	23,100
	Total Other Charges	15,513	20,526	24,600	24,600	23,100
	<u>Capital - \$5,000/item min.</u>					
10.82.4810.00	Buildings	32,807	8,600	45,000	55,000	25,000
10.82.4830.00	Equipment	5,975				-
	Total Capital	38,782	8,600	45,000	55,000	25,000
	Total Budget Request	250,698	152,510	293,250	300,450	288,100

TOWN OF JOHNSTOWN
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CONSERVATION TRUST FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Conservation Trust	0	0	0	0	0	---	---	0
Totals	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0

Total Cash Available \$ 118,251

Ending Fund Balance \$ 118,251

Conservation Trust Fund

Item #9.

		<u>2021</u>	<u>2022</u>	<u>2022</u>	<u>2022</u>	<u>2023</u>
		<u>Actual</u>	<u>Jan - Aug</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
	<u>CONSERVATION TRUST FUND REVENUES</u>		<u>Actuals</u>	<u>Budget</u>		
30.01.3450.00	LOTTERY FUNDS	91,832	55,839	81,100	81,100	82,000
30.01.3960.00	INTEREST INCOME	60	140	50	50	50
	TOTAL FUND REVENUES	91,892	55,979	81,150	81,150	82,050
	UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)					36,201
	TOTAL ANTICIPATED FUNDS AVAILABLE	91,892	55,979	81,150	81,150	118,251

Conservation Trust Fund

Item #9.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2021 Actuals</u>	<u>2022 Jan - Aug Actuals</u>	<u>2022 Adopted Budget</u>	<u>2022 Estimated</u>	<u>2023 Proposed</u>
	Capital - \$5,000/item min.					
30.90.4840.00	Infrastructure		79,593	145,000	145,000	-
	Total Capital	-	79,593	145,000	145,000	-
	Total Budget Request	-	79,593	145,000	145,000	-

TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2023

PARKS AND OPEN SPACE FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Impact Outlay	Debt Service	Total
Parks Fund	510,750	409,100	88,790	16,300	1,024,940	205,000	2,700,000	-	3,929,940
Totals	\$ 510,750	\$ 409,100	\$ 88,790	\$ 16,300	\$ 1,024,940	\$ 205,000	\$ 2,700,000	\$ -	\$ 3,929,940

Total Cash Available \$ 6,080,117

Ending Fund Balance \$ 2,150,177

% of Total Budget 13.00% 10.41% 2.26% 0.41% 26.08% 5.22% 68.70% 0.00% 100.00%

Parks Open Space Fund

Item #9.

		<u>2021</u>	<u>2022</u>	<u>2022</u>	<u>2022</u>	<u>2023</u>
		<u>Actual</u>	<u>Jan - Aug</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
	<u>PARKS AND OPEN SPACE FUND REVENUES</u>		<u>Actuals</u>	<u>Budget</u>		
34.01.3225.00	FISHING LICENSES	905	370	500	100	500
34.01.3420.00	GRANTS	63,437	-	205,000	-	-
34.01.3470.00	LARIMER COUNTY OPEN SPACE	314,035	250,010	243,650	243,650	243,650
34.01.3532.00	PARK FEES - BUILDING PERMITS	106,000	140,500	75,000	170,000	85,000
34.01.3567.00	PARK RESERVATION FEES	950	1,765	400	1,500	400
34.01.3740.00	PARK & OS - IMPACT FEES	253,128	616,993	179,100	700,000	456,980
34.01.3940.00	CEMETERY LOT PURCHASE	52,173	56,840	17,000	27,300	17,000
34.01.3960.00	INTEREST INCOME	1,343	15,049	2,000	10,000	2,000
34.01.3970.00	MISCELLANEOUS	3,027	3,281	-	3,281	-
		<u>794,998</u>	<u>1,084,808</u>	<u>722,650</u>	<u>1,155,831</u>	<u>805,530</u>
34.01.3999.00	FROM WATER FUND	100,000	-	20,000	20,000	20,000
34.01.3999.00	FROM SEWER FUND	100,000	-	20,000	20,000	20,000
34.01.3999.00	FROM DRAINAGE	20,000	-	10,000	10,000	10,000
34.01.3999.00	FROM GENERAL FUND	-	-	1,112,000	1,112,000	-
	TOTAL FUND REVENUES	<u>1,014,998</u>	<u>1,084,808</u>	<u>1,884,650</u>	<u>2,317,831</u>	<u>855,530</u>
		60,000				
	UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)					5,224,587
	TOTAL ANTICIPATED FUNDS AVAILABLE					<u>6,080,117</u>

Parks Open Space Fund

Item #9.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2021 Actuals</u>	<u>2022 Jan - Aug Actuals</u>	<u>2022 Adopted Budget</u>	<u>2022 Estimated</u>	<u>2023 Proposed</u>
	Personnel Services					
34.90.4001.00	Salaries	183,671	111,920	304,100	287,000	321,000
34.90.4002.00	Overtime	1,740	4,055	5,000	5,000	5,000
34.90.4010.00	Payroll Taxes	14,031	8,608	24,300	21,300	24,600
34.90.4020.00	Unemployment Taxes	-	-	5,200	5,200	5,200
34.90.4025.00	Workers Compensation	5,238	5,684	25,000	25,000	15,000
34.90.4030.00	Group Insurance	21,904	21,210	78,500	68,700	59,100
34.90.4035.00	Retirement Contribution	11,090	11,171	36,800	36,800	39,500
	Total Personnel Services	237,674	162,648	478,900	449,000	469,400
	New Personnel Services					
34.90.4001.00	Salaries	-	-	-	-	20,500
34.90.4002.00	Overtime	-	-	-	-	1,000
34.90.4010.00	Payroll Taxes	-	-	-	-	1,600
34.90.4020.00	Unemployment Taxes	-	-	-	-	1,500
34.90.4025.00	Workers Compensation	-	-	-	-	2,500
34.90.4030.00	Group Insurance	-	-	-	-	11,750
34.90.4035.00	Retirement Contribution	-	-	-	-	2,500
	Total Personnel Services	-	-	-	-	41,350
	Contractual Services					
34.90.4122.00	Maintenance - Buildings	1,275	90	8,000	4,000	8,000
34.90.4125.00	Maintenance - Equipment	6,837	8,272	8,000	10,000	60,000
34.90.4127.00	Maintenance - Infrastructure	51,655	30,715	98,000	58,000	45,000
34.90.4130.00	Maintenance - Fleet	807	370	1,500	1,500	15,000
34.90.4135.00	Other Contractual Services	29,437	23,972	49,400	40,000	49,500
34.90.4140.00	Postage	-	-	100	100	-
34.90.4150.00	Professional Services	18,035	17,533	145,000	60,000	65,000
34.90.4170.00	Telephone & Internet	-	794	4,800	2,000	2,600
34.90.4180.00	Travel & Training		598	1,000	1,000	4,000
34.90.4190.00	Utilities	35,569	42,625	154,000	154,000	160,000
	Total Contractual Services	143,616	124,969	469,800	330,600	409,100

Parks Open Space Fund

Item #9.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2021 Actuals</u>	<u>2022 Jan - Aug Actuals</u>	<u>2022 Adopted Budget</u>	<u>2022 Estimated</u>	<u>2023 Proposed</u>
	<u>Commodities</u>					
34.90.4300.00	Chemicals	30,876	18,426	17,000	25,700	27,000
34.90.4310.00	Computers & Software	-	500	4,200	4,200	14,040
34.90.4330.00	Fuel & Lubricants	12,065	9,175	11,000	13,000	15,000
34.90.4385.00	Supplies - General	1,435	611	2,500	2,500	3,000
34.90.4410.00	Supplies - Operational	7,829	34,958	23,000	33,000	25,000
34.90.4420.00	Supplies - Safety	145	196	1,500	1,500	1,500
34.90.4430.00	Supplies - Training	331	-	1,000	1,000	1,000
34.90.4440.00	Supplies - Fleet	782	30	1,000	1,000	-
34.90.4460.00	Uniforms	93	2,448	2,250	2,250	2,250
	Total Commodities	53,556	66,344	63,450	84,150	88,790
	<u>Other Charges</u>					
34.90.4540.00	Insurance	1,901	4,069	6,700	6,700	4,300
34.90.4570.00	Miscellaneous	1,536	-	10,000	10,000	12,000
	Total Other Charges	3,437	4,069	16,700	16,700	16,300
	<u>Capital - \$5,000/item min.</u>					
34.90.4810.00	Buildings	35,460				
34.90.4830.00	Equipment	20,676		20,000	20,000	80,000
34.90.4840.00	Infrastructure	455,628	1,424,612	2,672,000	3,422,000	80,000
34.90.4860.00	Vehicles	-	48,713	45,000	48,713	45,000
	Total Capital	511,764	1,473,325	2,737,000	3,490,713	205,000
<u>Impact</u>						
	<u>Capital - \$5,000/item min.</u>					
34.90.4840.00	Infrastructure	-	-	-	-	2,700,000
	Total Capital	-	-	-	-	2,700,000
	Total Budget Request	950,047	1,831,355	3,765,850	4,371,163	3,929,940

TOWN OF JOHNSTOWN
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STREET AND ALLEY FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Impact Outlay	Debt Service	Total
Streets Fund	690,790	2,775,100	207,000	25,900	3,698,790	7,848,000	-	-	11,546,790
Totals	\$ 690,790	\$ 2,775,100	\$ 207,000	\$ 25,900	\$ 3,698,790	\$ 7,848,000	\$ -	\$ -	\$ 11,546,790

Total Cash Available									\$ 24,752,760
Ending Fund Balance									\$ 13,205,969
% of Total Budget	5.98%	24.03%	1.79%	0.22%	32.03%	67.97%	0.00%	0.00%	100.00%

Street Alley Fund

Item #9.

		<u>2021</u>	<u>2022</u>	<u>2022</u>	<u>2022</u>	<u>2023</u>
		<u>Actual</u>	<u>Jan - Aug</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
<u>STREET AND ALLEY FUND REVENUES</u>			<u>Actuals</u>	<u>Budget</u>		
36.01.3120.00	SALES TAXES - GENERAL	1,698,681	962,433	1,114,600	1,583,333	1,500,000
36.01.3124.01	USE TAXES - BUILDINGS	328,147	387,598	150,000	500,000	187,500
36.01.3124.00	SALES & USE TAXES - VEHICLES	2,174,145	1,200,933	911,000	1,750,000	1,500,000
36.01.3140.00	SPECIFIC OWNERSHIP TAXES	525,232	304,646	440,000	440,000	380,000
36.01.3176.00	HIGHWAY USERS TAXES	578,965	282,504	535,000	304,883	538,905
36.01.3420.00	GRANTS	66,667	66,667	566,667	666,667	1,175,000
36.01.3430.00	ROAD & BRIDGE - WELD	110,487	78,082	59,000	78,000	65,000
36.01.3435.00	ROAD & BRIDGE - LARIMER	47,750	45,081	82,000	50,000	50,000
36.01.3580.00	VEHICLE REGISTRATION FEES	64,602	86,161	40,800	95,000	65,000
36.01.3590.00	TRASH COLLECTION FEES	804,638	631,472	881,000	935,000	945,000
36.01.3790.00	TRANSPORTATION FACILITY DEVELOPMENT FEE - IMPACT	1,292,540	1,906,705	416,550	2,100,000	1,170,000
36.01.3792.00	TRAFFIC SIGNAL IMPACT FEE	5,429	2,410	4,000	4,000	4,000
36.01.3793.00	TRAFFIC SIGNAL - DEV SHARE	79,750		-		0
36.01.3794.00	TRAFFIC INTERCHANGE RECOVERY		19,244	-	12,452	0
36.01.3960.00	INTEREST	3,305	36,944	2,000	37,000	10,200
36.01.3970.00	MISCELLANEOUS	7,622	140	-	120	0
36.01.3985.00	REFUND OF EXPENDITURES		1,095	-	1,095	0
36.01.3995.00	UNREALIZED GAIN ON INVESTMENTS	1,486	-	-	-	0
36.01.3999.00	TRANSFER IN		-	-	-	1,450,000
SUBTOTAL		7,789,446	6,012,115	5,202,617	8,557,550	9,040,605
TOTAL FUND REVENUES		7,789,446	6,012,115	5,202,617	8,557,550	9,040,605

<u>Acct. No.</u>	<u>Account Title</u>	<u>2021 Actuals</u>	<u>2022 Jan - Aug Actuals</u>	<u>2022 Adopted Budget</u>	<u>2022 Estimated</u>	<u>2023 Proposed</u>
	<u>Personnel Services</u>					
36.90.4001.00	Salaries	250,805	199,389	406,100	382,000	382,000
36.90.4002.00	Overtime	3,125	6,530	8,000	8,000	23,250
36.90.4010.00	Payroll Taxes	18,928	15,276	31,900	30,100	30,700
36.90.4020.00	Unemployment Taxes	-	-	5,800	5,800	5,900
36.90.4025.00	Workers Compensation	11,460	9,864	35,700	35,700	35,700
36.90.4030.00	Group Insurance	31,245	30,071	137,000	119,000	79,600
36.90.4035.00	Retirement Contribution	15,499	20,920	50,100	50,100	48,400
	Total Personnel Services	331,062	282,050	674,600	630,700	605,550
	<u>New Personnel</u>					
36.90.4001.00	Salaries	-	-	-	-	47,200
36.90.4002.00	Overtime	-	-	-	-	2,000
36.90.4010.00	Payroll Taxes	-	-	-	-	3,650
36.90.4020.00	Unemployment Taxes	-	-	-	-	1,750
36.90.4025.00	Workers Compensation	-	-	-	-	2,590
36.90.4030.00	Group Insurance	-	-	-	-	22,000
36.90.4035.00	Retirement Contribution	-	-	-	-	6,050
	Total New Personnel	-	-	-	-	85,240
	<u>Contractual Services</u>					
36.90.4125.00	Maintenance - Equipment	20,848	6,970	27,500	27,500	25,000
36.90.4127.00	Maintenance - Infrastructu	686,640	67,431	1,320,000	813,000	1,350,000
36.90.4130.00	Maintenance - Fleet	7,822	5,981	10,000	10,000	10,000
36.90.4135.00	Other Contractual Services	829,611	499,911	832,200	880,000	970,000
36.90.4140.00	Postage	50	-	1,000	1,000	1,000
36.90.4145.00	Printing & Advertising	50	-	4,000	1,800	3,000
36.90.4150.00	Professional Services	665	118,647	215,000	325,000	50,000
36.90.4160.00	Rents	2,173	2,430	5,500	3,500	5,500
36.90.4170.00	Telephone & Internet	3,057	1,890	3,600	3,600	3,600
36.90.4180.00	Travel & Training	2,543	2,969	5,000	5,000	7,000
36.90.4190.00	Utilities	143,383	205,897	300,000	340,000	350,000
	Total Contractual Services	1,696,842	912,126	2,723,800	2,410,400	2,775,100

<u>Acct. No.</u>	<u>Account Title</u>	<u>2021 Actuals</u>	<u>2022 Jan - Aug Actuals</u>	<u>2022 Adopted Budget</u>	<u>2022 Estimated</u>	<u>2023 Proposed</u>
	<u>Commodities</u>					
36.90.4300.00	Chemicals	28,693	34,795	55,000	55,000	60,000
36.90.4310.00	Computers & Software	2,613	10,829	18,500	18,500	12,100
36.90.4330.00	Fuel & Lubricants	34,799	32,396	30,000	30,000	35,000
36.90.4385.00	Supplies - General	4,007	1,588	10,000	5,000	10,000
36.90.4400.00	Supplies - Office	450	-	350	350	400
36.90.4410.00	Supplies - Operational	26,394	15,584	35,000	25,000	45,000
36.90.4420.00	Supplies - Safety	2,267	4,967	10,000	10,000	15,000
36.90.4430.00	Supplies - Training	11	-	250	250	500
36.90.4440.00	Supplies - Fleet	14,911	8,100	20,000	20,000	25,000
36.90.4460.00	Uniforms	711	3,468	2,000	4,000	4,000
	Total Commodities	114,854	111,727	181,100	168,100	207,000
	<u>Other Charges</u>					
36.90.4540.00	Insurance	10,020	6,086	17,400	14,500	19,900
36.90.4560.00	Memberships & Subscriptio	-	422	500	500	1,000
36.90.4570.00	Miscellaneous	-	90	2,000		5,000
	Total Other Charges	10,020	6,598	19,900	15,000	25,900
	<u>Capital - \$5,000/item min.</u>					
36.90.4830.00	Equipment	43,844	-			170,000
36.90.4840.00	Infrastructure	329,170	1,367,980	2,650,000	4,572,000	7,365,000
36.90.4860.00	Vehicles	-	48,712	119,000	181,000	313,000
36.90.4890.00	Other Improvements	-	-	-	-	-
	Total Capital	373,014	1,416,692	2,769,000	4,753,000	7,848,000
	Total Budget Request	2,525,792	2,729,193	6,368,400	7,977,200	11,546,790

TOWN OF JOHNSTOWN
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CAPITAL PROJECTS FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Capital Projects	-	11,500	-	-	11,500	2,500,000	-	2,511,500
Totals	\$ -	\$ 11,500	\$ -	\$ -	\$ 11,500	\$ 2,500,000	\$ -	\$ 2,511,500

Total Cash Available \$ 7,905,423

Ending Fund Balance \$ 5,393,923

% of Total Budget 0.00% 0.46% 0.00% 0.00% 0.46% 99.54% 0.00% 100.00%

Capital Projects Fund

Item #9.

		<u>2021</u>	<u>2022</u>	<u>2022</u>	<u>2022</u>	<u>2023</u>
		<u>Actual</u>	<u>Jan - Aug</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
	<u>CAPITAL PROJECT FUND REVENUES</u>		<u>Actuals</u>	<u>Budget</u>		
38.01.3120.00	SALES TAX REVENUES		-	-	-	-
38.01.3122.01	USE TAX REVENUES - BUILDINGS	660,232	753,266	240,000	900,000	300,000
38.01.3960.00	INTEREST	4,531	58,304	4,500	7,250	2,200
38.01.3995.00	UNREALIZED GAIN ON INVESTMENTS	8,653		-	-	-
38.01.3999.00	TRANSFERS TO TAX FUND			(60,000)	(270,000)	(50,000)
	SUBTOTAL	673,415	811,570	184,500	637,250	252,200
	TOTAL FUND REVENUES	673,415	811,570	184,500	637,250	252,200
	UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)					7,653,223
	TOTAL ANTICIPATED FUNDS AVAILABLE					7,905,423

Capital Projects Fund

Item #9.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2021 Actuals</u>	<u>2022 Jan - Aug Actuals</u>	<u>2022 Adopted Budget</u>	<u>2022 Estimated</u>	<u>2023 Proposed</u>
	Contractual Services					
38.90.4135.00	Other Contractual Services	8,562	5,398	11,500	8,270	11,500
	Total Contractual Services	8,562	5,398	11,500	8,270	11,500
	Capital - \$5,000/item min.					
38.90.4840.00	Infrastructure	69,568	863,709	7,100,000	7,500,000	2,500,000
	Total Capital	69,568	863,709	7,100,000	7,500,000	2,500,000
	Total Budget Request	78,129	869,107	7,111,500	7,508,270	2,511,500

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FY 2023

TAX ALLOCATION EXPENSE SUMMARY

	<table><tr><td>Personnel Services</td><td>Contract Services</td><td>Commodity</td><td>Other Charges</td></tr></table>				Personnel Services	Contract Services	Commodity	Other Charges	<table><tr><td>Total Operating Costs</td></tr></table>	Total Operating Costs	<table><tr><td>Capital Outlay</td><td>Debt Service</td></tr></table>		Capital Outlay	Debt Service	<table><tr><td>Total</td></tr></table>	Total
Personnel Services	Contract Services	Commodity	Other Charges													
Total Operating Costs																
Capital Outlay	Debt Service															
Total																
Tax Allocation	-	-	-	675,000	675,000	-	-	675,000								
Totals	\$ -	\$ -	\$ -	\$ 675,000	\$ 675,000	\$ -	\$ -	\$ 675,000								

Total Cash Available

Ending Fund Balance

% of Total Budget	0.00%	0.00%	0.00%	100.00%	100.00%	0.00%	0.00%	100.00%
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Tax Allocation Fund

Item #9.

		<u>2021</u>	<u>2022</u>	<u>2022</u>	<u>2022</u>	<u>2023</u>
		<u>Actual</u>	<u>Jan - Aug</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
	<u>TAX ALLOCATION FUND REVENUES</u>					
	TRANSFERS IN:					
60.01.3120.00	TAX SHARING		-	645,000	895,000	675,000
60.01.3960.00	INTEREST	-	-	50	50	-
60.01.3999.00	TRANSFERS IN	557,943	104,580			
		557,943	104,580	645,050	895,050	675,000
	TOTAL FUND REVENUES	557,943	104,580	645,050	895,050	675,000
	UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)					41,485
	TOTAL ANTICIPATED FUNDS AVAILABLE					716,485

<u>Acct. No.</u>	<u>Account Title</u>	<u>2021 Actuals</u>	<u>2022 Jan - Aug Actuals</u>	<u>2022 Adopted Budget</u>	<u>2022 Estimated</u>	<u>2023 Proposed</u>
	<u>Other Charges</u>					
60.90.4570.00	Miscellaneous	612,458	104,580	645,050	895,000	675,000
	Total Other Charges	612,458	104,580	645,050	895,000	675,000
	<u>Transfers</u>					
60.90.4999.00	Transfer Out		-			
	Total Transfers Out	-	-	-	-	-
	Total Budget Request	612,458	104,580	645,050	895,000	675,000

**TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2023**

WATER FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
WF Operations	632,000	1,183,750	1,599,100	1,228,650	4,643,500	34,511,280	-	39,154,780
WF C&D	473,300	157,000	295,000	1,850	927,150	2,506,000		3,433,150
Totals	\$ 1,105,300	\$ 1,340,750	\$ 1,894,100	\$ 1,230,500	\$ 5,570,650	\$ 37,017,280	\$ -	\$ 42,587,930

Total Cash Available \$ 88,835,043

Ending Fund Balance \$ 46,247,113

% of Total Budget	2.60%	3.15%	4.45%	2.89%	13.08%	86.92%	0.00%	100.00%
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Water Fund

Item #9.

		<u>2021</u>	<u>2022</u>	<u>2022</u>	<u>2022</u>	<u>2023</u>
		<u>Actual</u>	<u>Jan - Aug</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
	<u>WATER FUND REVENUES</u>		<u>Actuals</u>	<u>Budget</u>		
70.01.3440.00	GRANTS	-	676,967		676,967	-
70.01.3810.00	SALES OF POTABLE WATER	4,280,753	3,275,167	3,600,000	4,300,000	4,300,000
70.01.3815.00	SALES OF NONPOTABLE WATER		38,963	3,700	41,000	20,000
70.01.3820.00	WATER TAP FEE	1,601,574	1,890,945	1,006,050	2,150,000	1,357,605
70.01.3825.00	RAW WATER DEVELOPMENT FEE	1,371,918	1,987,255	850,650	2,210,000	1,147,945
70.01.3840.00	HYDRANT/BULK WATER	559,097	261,770	235,000	275,000	235,000
70.01.3845.00	WATER LEASE	10,650	21,940	11,650	26,000	15,000
70.01.3850.00	WATER SHARE FEES	1,900		2,400	-	15,000,000
70.01.3852.00	WATER METER FEE	114,763	156,621	40,500	157,000	86,500
70.01.3920.00	CAPITAL/DEVELOPER CONTRIBUTIONS	17,952,000	-	-	-	-
70.01.3960.00	INTEREST INCOME	6,682	82,802	6,900	93,000	20,000
70.01.3970.00	MISCELLANEOUS	177,731	158,246	125,000	125,000	125,000
70.01.3980.00	PROCEEDS FROM ISSUANCE OF BONDS					56,000,000
70.01.3985.00	REFUND OF EXPENDITURES	40,079	5,063	-	4,900	-
70.01.3995.00	UNREALIZED GAIN ON INVESTMENTS	8,446	-	-	-	-
70.01.3999.01	TRANSFER IN	-	-	40,000,000	-	-
70.01.3999.00	TRANSFER OUT	-	-	-	-	(600,000)
	SUBTOTAL	26,125,593	8,555,739	45,881,850	10,058,867	77,707,050
	TOTAL FUND REVENUES	26,125,593	8,555,739	45,881,850	10,058,867	77,707,050
	UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)					11,127,993
	LESS CONTRIBUTED CAPITAL					0
	TOTAL ANTICIPATED FUNDS AVAILABLE				\$ 88,835,043	

<u>Acct. No.</u>	<u>Account Title</u>	<u>2021 Actuals</u>	<u>2022 Jan - Aug Actuals</u>	<u>2022 Adopted Budget</u>	<u>2022 Estimated</u>	<u>2023 Proposed</u>
	Administrative Costs					
	Personnel Services					
70.12.4001.00	Salaries	101,128	65,187	103,200	103,200	95,800
70.12.4002.00	Overtime	407	419	500	500	500
70.12.4010.00	Payroll Taxes	7,133	4,791	7,950	7,950	7,100
70.12.4020.00	Unemployment Taxes	-	-	1,100	1,100	1,100
70.12.4025.00	Workers Compensation	276	714	2,850	2,850	1,250
70.12.4030.00	Group Insurance	20,539	14,510	23,950	23,950	19,400
70.12.4035.00	Retirement Contribution	7,237	6,940	12,300	15,500	10,900
	Total Personnel Services	136,720	92,561	151,850	155,050	136,050
	Contractual Services					
70.12.4110.00	Billing & Administrative	20,000	-	20,000	20,000	20,000
70.12.4135.00	Other Contractual Services	49,194	51,445	58,900	58,900	60,900
70.12.4140.00	Postage	22	8	1,000	200	750
70.12.4145.00	Printing & Advertising	16,926	8,182	15,500	15,500	15,600
70.12.4150.00	Professional Services	-	468	2,000	2,000	2,000
	Total Contractual Services	86,142	60,103	97,400	96,600	99,250
	Other Charges					
70.12.4570.00	Miscellaneous		-	179,400	41,400	-
	Total Other Charges	-	-	179,400	41,400	-
	Administrative Costs Total	222,862	152,664	428,650	293,050	235,300
	Operational Costs					
	Personnel Services					
70.90.4001.00	Salaries	357,596	278,276	298,400	395,000	330,200
70.90.4002.00	Overtime	19,696	16,825	5,000	18,000	23,250
70.90.4005.00	Compensated Absences	4,678	-	2,500	2,600	4,500
70.90.4010.00	Payroll Taxes	27,741	21,268	24,200	28,000	25,800
70.90.4020.00	Unemployment Taxes	-	-	6,800	6,800	6,900
70.90.4025.00	Workers Compensation	11,114	8,692	22,700	22,700	16,700
70.90.4030.00	Group Insurance	83,505	67,609	107,000	107,000	49,900
70.90.4035.00	Retirement Contribution	17,669	27,688	36,300	55,000	38,700
	Total Personnel Services	521,999	420,358	502,900	635,100	495,950

Water Fund

Item #9.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2021 Actuals</u>	<u>2022 Jan - Aug Actuals</u>	<u>2022 Adopted Budget</u>	<u>2022 Estimated</u>	<u>2023 Proposed</u>
	<u>Contractual Services</u>					
70.90.4122.00	Maintenance - Buildings	97,039	1,160	25,000	10,000	5,000
70.90.4125.00	Maintenance - Equipment	81,958	49,692	130,000	115,000	150,000
70.90.4127.00	Maintenance - Infrastructure	124,974	81,211	245,000	225,000	25,000
70.90.4130.00	Maintenance - Vehicles	4,902	1,098	5,300	4,000	4,000
70.90.4135.00	Other Contractual Services	188,565	187,332	781,500	450,000	224,000
70.90.4140.00	Postage					3,500
70.90.4145.00	Printing and Advertising					2,000
70.90.4150.00	Professional Services	159,039	141,630	170,000	170,000	200,000
70.90.4170.00	Telephone & Internet	6,416	8,584	6,900	13,000	11,000
70.90.4180.00	Travel & Training	5,866	1,223	3,500	3,500	5,000
70.90.4190.00	Utilities	208,052	150,107	253,000	230,000	230,000
70.90.4195.00	Water Assessments	151,839	159,256	225,000	200,000	225,000
	Total Contractual Services	1,028,650	781,293	1,845,200	1,420,500	1,084,500
	<u>Commodities</u>					
70.90.4300.00	Chemicals	392,676	413,181	1,196,000	1,000,000	1,500,000
70.90.4310.00	Computers & Software	1,518	3,340	59,000	59,000	17,600
70.90.4330.00	Fuel & Lubricants	13,027	5,947	10,000	10,000	9,000
70.90.4340.00	Hydrants	9,676	28,819	10,000	20,000	-
70.90.4380.00	Supplies - Buildings	501				
70.90.4385.00	Supplies - General	13,824	4,150	14,000	10,000	7,000
70.90.4390.00	Supplies - Janitorial		-	1,000	1,000	1,000
70.90.4395.00	Supplies - Lab	15,012	19,149	20,000	25,000	25,000
70.90.4410.00	Supplies - Operational	56,160	21,781	60,000	50,000	30,000
70.90.4420.00	Supplies - Safety	2,659	1,303	3,000	3,000	1,500
70.90.4430.00	Supplies - Training	-	17	1,500	500	2,500
70.90.4440.00	Supplies - Fleet	1,675	2,150	1,500	1,500	2,000
70.90.4460.00	Uniforms	315	3,088	1,400	3,500	3,500
70.90.4480.00	Water Meters	110,257	123,480	100,000	150,000	-
	Total Commodities	617,299	626,405	1,477,400	1,333,500	1,599,100
	<u>Other Charges</u>					
70.90.4515.00	Depreciation	434,789	362,324	425,000	425,000	970,000
70.90.4540.00	Insurance	40,345	55,013	62,400	55,100	57,300
70.90.4560.00	Memberships& Subscriptions	35	387	750	750	1,350
70.90.4570.00	Miscellaneous	258,949	48,768	80,000	80,000	200,000
	Total Other Charges	734,118	466,492	568,150	560,850	1,228,650

<u>Acct. No.</u>	<u>Account Title</u>	<u>2021 Actuals</u>	<u>2022 Jan - Aug Actuals</u>	<u>2022 Adopted Budget</u>	<u>2022 Estimated</u>	<u>2023 Proposed</u>
	Capital - \$5,000/item min.					
70.90.4830.00	Equipment	-	-	831,280	570,000	261,280
70.90.4840.00	Infrastructure	1,051,416	10,302,255	19,640,000	16,370,000	33,300,000
70.90.4860.00	Vehicles	-	-	89,000	89,000	-
70.90.4880.00	Water Shares	-	462	350,000	50,000	350,000
70.92.4995.00	Cost of Issuance	-				600,000
	Total Capital	1,051,416	10,302,717	20,910,280	17,079,000	34,511,280
	Water - C&D					
	Personnel Services					
70-92-4001-00	SALARIES					311,600
70-92-4002-00	OVERTIME					10,500
70-92-4005-00	COMPENSATED ABSENCES					1,500
70-92-4010-00	PAYROLL TAXES					24,600
70-92-4020-00	UNEMPLOYMENT TAXES					3,500
70-92-4025-00	WORKERS COMPENSATION					3,700
70-92-4030-00	GROUP INSURANCE					79,700
70-92-4035-00	RETIREMENT CONTRIBUTION					38,200
	Total Personnel Services	-	-	-	-	473,300
	Contractual Services					
70-92-4125-00	MAINTENANCE - EQUIPMENT					40,000
70-92-4127-00	MAINTENANCE - INFRASTRUCTURE					100,000
70-92-4130-00	MAINTENANCE - VEHICLES					3,000
70-92-4135-00	OTHER CONTRACTUAL SERVICES					14,000
	Total Contractual Services	-	-	-	-	157,000

<u>Acct. No.</u>	<u>Account Title</u>	<u>2021 Actuals</u>	<u>2022 Jan - Aug Actuals</u>	<u>2022 Adopted Budget</u>	<u>2022 Estimated</u>	<u>2023 Proposed</u>
	Commodities					
70-92-4170-00	TELEPHONE & INTERNET					9,500
70-92-4180-00	TRAVEL & TRAINING					4,500
70-92-4310-00	COMPUTERS AND SOFTWARE					21,000
70-92-4330-00	FUEL AND LUBRICANTS					5,000
70-92-4340-00	HYDRANTS					50,000
70-92-4385-00	SUPPLIES - GENERAL					7,000
70-92-4395-00	SUPPLIES - LAB					5,000
70-92-4410-00	SUPPLIES - OPERATIONAL					30,000
70-92-4420-00	SUPPLIES - SAFETY					6,500
70-92-4430-00	SUPPLIES - TRAINING					2,500
70-92-4440-00	SUPPLIES - VEHICLES					2,000
70-92-4460-00	UNIFORMS					2,000
70-92-4480-00	WATER METERS					150,000
	Total Commodities	-	-	-	-	295,000
	Other Charges					
70-92-4560-00	MEMBERSHIPS & SUBSCRIPTIONS					1,350
70-92-4570-00	MISCELLANEOUS					500
	Total Other Charges	-	-	-	-	1,850
	Capital - \$5,000/item min.					
70-92-4830-00	CAPITAL - EQUIPMENT					6,000
70-92-4840-00	CAPITAL - INFRASTRUCTURE					2,500,000
70-92-4860-00	CAPITAL - VEHICLES					-
	Total Capital	-	-	-	-	2,506,000
	Total Budget Request	4,176,343	12,749,929	25,732,580	21,322,000	42,587,930

**TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2023**

SEWER FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
SF Operations	530,450	950,900	271,860	1,256,350	3,009,560	57,315,000	2,764,000	63,088,560
SF C&D	186,800	264,000	53,500	1,850	506,150	21,066,000	-	21,572,150
Totals	\$ 717,250	\$ 1,214,900	\$ 325,360	\$ 1,258,200	\$ 3,515,710	\$ 78,381,000	\$ 2,764,000	\$ 84,660,710

Total Cash Available \$ 86,548,502

Ending Fund Balance \$ 1,887,792

% of Total Budget 0.85% 1.44% 0.38% 1.49% 4.15% 92.58% 3.26% 100.00%

Sewer Fund

Item #9.

		<u>2021</u>	<u>2022</u>	<u>2022</u>	<u>2022</u>	<u>2023</u>
		<u>Actual</u>	<u>Jan - Aug</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
	<u>SEWER FUND REVENUES</u>		<u>Actuals</u>	<u>Budget</u>		
72.01.3410.00	GRANT	-		1,900,000	-	-
72.01.3775.00	SEWER - REGIONAL IMPACT FEE	978,500	1,795,500	902,500	2,600,000	2,105,000
72.01.3870.00	SEWER CHARGES	2,683,290	1,978,032	2,984,000	2,931,742	3,181,500
72.01.3880.00	SEWER TAP FEES	1,202,250	2,290,823	1,494,240	2,550,000	1,113,560
72.01.3960.00	INTEREST	9,718	311,256	1,200	420,000	100,000
72.01.3970.00	MISCELLANEOUS	37,534	30,545	15,000	39,600	18,900
72.01.3995.00	UNREALIZED GAIN ON INVESTMENTS	5,639	-	-	-	-
72.01.3999.00	TRANSFERS IN	-	-	-	-	50,000,000
72.01.3999.00	TRANSFERS OUT	-	-	-	-	(600,000)
72-01-3985-00	REFUND OF EXPENDITURES	-	260,000	-	260,000	-
72.01.3980.00	PROCEEDS FROM ISSUANCE OF BONDS	5,023	-	-	(1,910,007)	-
	SUBTOTAL	4,921,954	6,666,156	7,296,940	6,891,335	55,918,960
	TOTAL FUND REVENUES	4,921,954	6,666,156	7,296,940	6,891,335	55,918,960
	UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)					30,629,542
	TOTAL ANTICIPATED FUNDS AVAILABLE					86,548,502

<u>Acct. No.</u>	<u>Account Title</u>	<u>2021 Actuals</u>	<u>2022 Jan - Aug Actuals</u>	<u>2022 Adopted Budget</u>	<u>2022 Estimated</u>	<u>2023 Proposed</u>
	Administrative Costs					
	Personnel Services					
72.12.4001.00	Salaries	100,443	65,186	103,200	103,200	95,800
72.12.4002.00	Overtime	383	419	500	500	500
72.12.4010.00	Payroll Taxes	7,084	4,791	7,950	7,950	7,100
72.12.4020.00	Unemployment Taxes	-	-	1,100	-	1,100
72.12.4025.00	Workers Compensation	275	714	2,850	2,850	1,250
72.12.4030.00	Group Insurance	20,002	14,510	23,950	23,950	19,400
72.12.4035.00	Retirement Contribution	7,178	6,940	12,300	14,000	10,900
	Total Personnel Services	135,365	92,560	151,850	152,450	136,050
	Contractual Services					
72.12.4110.00	Billing & Administrative	20,000	-	20,000	20,000	20,000
72.12.4135.00	Other Contractual Services	46,145	28,762	55,700	55,700	55,700
72.12.4140.00	Postage	-	-	1,000	100	500
72.12.4145.00	Printing & Advertising	9,932	6,832	15,500	15,500	15,500
	Total Contractual Services	76,077	35,594	92,200	91,300	91,700
	Total Administrative Costs	211,442	128,154	244,050	243,750	227,750
	Operational Costs					
	Personnel Services					
72.90.4001.00	Salaries	241,939	173,697	190,000	260,000	243,000
72.90.4002.00	Overtime	9,830	10,561	3,000	11,200	23,250
72.90.4005.00	Compensated Absences	-	-	1,500	1,500	4,500
72.90.4010.00	Payroll Taxes	18,641	13,228	15,500	17,000	19,100
72.90.4020.00	Unemployment Taxes	-	-	5,200	5,200	5,200
72.90.4025.00	Workers Compensation	5,703	4,840	21,200	21,200	21,200
72.90.4030.00	Group Insurance	54,018	39,557	73,600	67,500	48,250
72.90.4035.00	Retirement Contribution	12,401	18,384	23,200	38,000	29,900
	Total Personnel Services	342,532	260,267	333,200	421,600	394,400
	Contractual Services					
72.90.4122.00	Maintenance - Buildings	8,747	4,633	7,500	7,500	7,500
72.90.4125.00	Maintenance - Equipment	62,880	37,412	100,000	85,000	90,000
72.90.4127.00	Maintenance - Infrastructure	461,683	52,811	220,000	150,000	25,000
72.90.4130.00	Maintenance - Vehicles	1,457	119	1,500	1,500	3,000
72.90.4135.00	Other Contractual Services	181,004	157,143	656,500	240,000	379,000
72.90.4140.00	Postage	50	-	150	-	-
72.90.4145.00	Printing & Advertising	50	-	300	-	500
72.90.4150.00	Professional Services	23,299	14,907	40,000	45,000	20,000
72.90.4160.00	Rents	1,378	80	5,000	2,500	5,000
72.90.4170.00	Telephone & Internet	13,676	6,899	4,100	11,000	9,700
72.90.4180.00	Travel & Training	5,968	638	1,500	1,500	4,500
72.90.4190.00	Utilities	263,233	189,494	247,500	300,000	315,000
	Total Contractual Services	1,023,424	464,136	1,284,050	844,000	859,200

<u>Acct. No.</u>	<u>Account Title</u>	<u>2021 Actuals</u>	<u>2022 Jan - Aug Actuals</u>	<u>2022 Adopted Budget</u>	<u>2022 Estimated</u>	<u>2023 Proposed</u>
	<u>Commodities</u>					
72.90.4300.00	Chemicals	160,269	110,022	225,000	200,000	200,000
72.90.4310.00	Computers & Software	2,009	3,418	5,000	5,000	18,610
72.90.4330.00	Fuel & Lubricants	18,613	5,938	13,000	11,000	9,000
72.90.4380.00	Supplies - Buildings	4,542	11	3,500	1,000	3,500
72.90.7385.00	Supplies - General	1,978	2,514	10,000	10,000	5,000
72.90.4390.00	Supplies - Janitorial	33	51	1,500	750	1,500
72.90.4395.00	Supplies - Lab	1,262	2,853	20,000	15,000	12,000
72.90.4400.00	Supplies - Office	-	-	250	-	250
72.90.4410.00	Supplies - Operational	4,463	19,642	15,000	20,000	15,000
72.90.4420.00	Supplies - Safety	1,254	2,313	4,000	4,000	1,500
72.90.4430.00	Supplies - Training	-	-	1,500	1,500	2,500
72.90.4440.00	Supplies - Fleet	786	1,944	2,000	1,500	1,000
72.90.4460.00	Uniforms	559	1,280	1,400	1,400	2,000
	Total Commodities	195,767	149,986	302,150	271,150	271,860
	<u>Other Charges</u>					
72.90.4515.00	Depreciation	229,512	191,264	245,000	290,000	1,200,000
72.90.4540.00	Insurance	47,821	54,576	61,900	54,576	55,000
72.90.4560.00	Memberships & Subscriptions	-	-	500	500	1,350
72.90.4570.00	Miscellaneous		11,525	10,000	5,000	
	Total Other Charges	277,334	257,365	317,400	350,076	1,256,350
	<u>Capital - \$5,000/item min.</u>					
72.90.4810.00	Buildings	-		20,000,000	11,000,000	57,300,000
72.90.4830.00	Equipment					15,000
72.90.4840.00	Infrastructure		10,782,329	29,100,000	23,360,000	-
72.90.4860.00	Vehicles	-	-	89,000	89,000	-
	Total Capital	-	10,782,329	49,189,000	34,449,000	57,315,000
	<u>Debt Service</u>					
72.90.4900.00	Principal	-	-			808,700
72.90.4950.00	Interest	651,050	976,575	1,953,150	1,953,150	1,955,300
72.90.4995.00	Cost of Issuance	547,628	-			-
	Total Debt Service	1,198,678	976,575	1,953,150	1,953,150	2,764,000

<u>Acct. No.</u>	<u>Account Title</u>	<u>2021 Actuals</u>	<u>2022 Jan - Aug Actuals</u>	<u>2022 Adopted Budget</u>	<u>2022 Estimated</u>	<u>2023 Proposed</u>
C&D						
	<u>Personnel Services</u>					
72-92-4001-00	SALARIES					111,400
72-92-4002-00	OVERTIME					10,500
72-92-4005-00	COMPENSATED ABSENCES					1,500
72-92-4010-00	PAYROLL TAXES					9,500
72-92-4020-00	UNEMPLOYMENT TAXES					3,500
72-92-4025-00	WORKERS COMPENSATION					3,700
72-92-4030-00	GROUP INSURANCE					33,500
72-92-4035-00	RETIREMENT CONTRIBUTION					13,200
	Total Personnel Services	-	-	-	-	186,800
	<u>Contractual Services</u>					
72-92-4125-00	MAINTENANCE - EQUIPMENT					5,000
72-92-4127-00	MAINTENANCE - INFRASTRUCTURE					100,000
72-92-4130-00	MAINTENANCE - VEHICLES					3,000
72-92-4135-00	OTHER CONTRACTUAL SERVICES					127,000
72-92-4140-00	POSTAGE					250
72-92-4145-00	PRINTING & ADVERTISING					500
72-92-4150-00	PROFESSIONAL SERVICES					20,000
72-92-4170-00	TELEPHONE & INTERNET					3,750
72-92-4180-00	TRAVEL & TRAINING					4,500
	Total Contractual Services	-	-	-	-	264,000
	<u>Commodities</u>					
72-92-4300-00	CHEMICALS					15,000
72-92-4310-00	COMPUTERS AND SOFTWARE					500
72-92-4330-00	FUEL & LUBRICANTS					5,000
72-92-4385-00	SUPPLIES - GENERAL					5,000
72-92-4410-00	SUPPLIES - OPERATIONAL					15,000
72-92-4420-00	SUPPLIES - SAFETY					6,500
72-92-4430-00	SUPPLIES - TRAINING					2,500
72-92-4440-00	SUPPLIES - VEHICLES					2,000
72-92-4460-00	UNIFORMS					2,000
	Total Commodities	-	-	-	-	53,500

<u>Acct. No.</u>	<u>Account Title</u>	<u>2021 Actuals</u>	<u>2022 Jan - Aug Actuals</u>	<u>2022 Adopted Budget</u>	<u>2022 Estimated</u>	<u>2023 Proposed</u>
	<u>Other Charges</u>					
72-92-4560-00	MEMBERSHIPS & SUBSCRIPTIONS					1,350
72-92-4570-00	MISCELLANEOUS					500
	Total Other Charges	-	-	-	-	1,850
	<u>Capital - \$5,000/item min.</u>					
72-92-4830-00	EQUIPMENT					6,000
72-92-4840-00	INFRASTRUCTURE					21,060,000
	Total Capital	-	-	-	-	21,066,000
	Total Budget Request	3,249,176	13,018,813	53,623,000	38,532,726	84,660,710

TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2023

DRAINAGE FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Drainage Fund	261,460	134,090	20,875	227,000	643,425	-	-	643,425
Totals	\$ 261,460	\$ 134,090	\$ 20,875	\$ 227,000	\$ 643,425	\$ -	\$ -	\$ 643,425
Total Cash Available								\$ 4,094,098
Ending Fund Balance								\$ 3,450,673
% of Total Budget	40.64%	20.84%	3.24%	35.28%	100.00%	0.00%	0.00%	100.00%

Drainage Fund

Item #9.

		<u>2021</u>	<u>2022</u>	<u>2022</u>	<u>2022</u>	<u>2023</u>
		<u>Actual</u>	<u>Jan - Aug</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
<u>DRAINAGE FUND REVENUES</u>				<u>Budget</u>		
74.01.3720.00	DRAINAGE IMPACT FEE	420,490	571,865	110,000	590,000	220,000
74.01.3860.00	DRAINAGE CHARGES	478,106	330,137	475,900	492,000	500,000
74.01.3960.00	INTEREST	1,042	10,844	1,000	1,600	1,000
74.01.3970.00	MISCELLANEOUS	3,557	-	-	-	-
74.01.3985.00	REFUND OF EXPENDITURES	-	-	-	-	-
74.01.3995.00	UNREALIZED GAIN ON INVESTMENTS	1,347	-	-	-	-
74.01.3999.00	TRANSFERS		-	-	-	(250,000)
SUBTOTAL		<u>904,543</u>	<u>912,846</u>	<u>586,900</u>	<u>1,083,600</u>	<u>471,000</u>
TOTAL FUND REVENUES		<u>904,543</u>	<u>912,846</u>	<u>586,900</u>	<u>1,083,600</u>	<u>471,000</u>
UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)						3,623,098
TOTAL ANTICIPATED FUNDS AVAILABLE						<u>4,094,098</u>

<u>Acct. No.</u>	<u>Account Title</u>	<u>2021 Actuals</u>	<u>2022 Jan - Aug Actuals</u>	<u>2022 Adopted Budget</u>	<u>2022 Estimated</u>	<u>2023 Proposed</u>
Administrative Costs						
	<u>Personnel Services</u>					
74.12.4001.00	Salaries	69,885	47,094	78,900	78,900	73,050
74.12.4002.00	Overtime	193	237	500	500	500
74.12.4010.00	Payroll Taxes	4,927	3,463	6,400	6,400	5,630
74.12.4020.00	Unemployment Taxes	-	-	1,050	1,050	1,050
74.12.4025.00	Workers Compensation	204	553	2,875	2,875	870
74.12.4030.00	Group Insurance	13,060	11,121	17,900	17,900	14,020
74.12.4035.00	Retirement Contribution	5,144	4,928	9,400	10,500	7,790
	Total Personnel Services	93,413	67,396	117,025	118,125	102,910
	<u>Contractual Services</u>					
74.12.4110.00	Billing & Administrative	20,000		10,000	10,000	10,000
74.12.4135.00	Other Contractual Services	22,421	16,961	20,840	20,840	26,390
74.12.4140.00	Postage	-	-	500	200	500
74.12.4145.00	Printing & Advertising	6,621	4,422	8,400	8,400	10,600
	Total Contractual Services	49,042	21,383	39,740	39,440	47,490
	Total Administrative Costs	142,455	88,779	156,765	157,565	150,400
	Operational Costs					
	<u>Personnel Services</u>					
74.90.4001.00	Salaries	89,903	48,031	116,300	116,300	95,600
74.90.4002.00	Overtime	1,050	1,762	5,000	5,000	10,250
74.12.4005.00	Compensated Absences			5,200	5,200	3,000
74.90.4010.00	Payroll Taxes	6,941	3,740	9,300	9,300	7,350
74.90.4020.00	Unemployment Taxes	-	-	3,200	3,200	3,200
74.90.4025.00	Workers Compensation	3,465	2,328	14,350	14,350	8,250
74.90.4030.00	Group Insurance	8,757	8,581	41,300	41,300	19,200
74.90.4035.00	Retirement Contribution	5,877	4,689	14,200	14,200	11,700
	Total Personnel Services	115,993	69,131	208,850	208,850	158,550

Drainage Fund

Item #9.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2021 Actuals</u>	<u>2022 Jan - Aug Actuals</u>	<u>2022 Adopted Budget</u>	<u>2022 Estimated</u>	<u>2023 Proposed</u>
	<u>Contractual Services</u>					
74.90.4125.00	Maintenance - Equipment	1,385	266	2,500	2,500	2,500
74.90.4127.00	Maintenance - Infrastructure	168,356	12,775	35,000	50,000	55,000
74.90.4130.00	Maintenance - Vehicles	-	-	1,000	1,000	1,000
74.90.4140.00	Postage	50	-	50	50	-
74.90.4145.00	Printing & Advertising	50	-	300	300	-
74.90.4150.00	Professional Services	-	9,995	80,000	40,000	25,000
74.90.4160.00	Rents	-	-	1,000	1,000	1,000
74.90.4170.00	Telephone & Internet	809	80	1,200	1,300	100
74.90.4180.00	Travel & Training	1,747	-	2,000	2,000	2,000
	Total Contractual Services	172,397	23,116	123,050	98,150	86,600
	<u>Commodities</u>					
74.90.4310.00	Computers & Software	-	1,500	1,500	1,500	4,875
74.90.4330.00	Fuel & Lubricants	2,641	5,938	7,000	7,000	4,000
74.90.4385.00	Supplies - General	-	-	1,000	1,000	1,000
74.90.4410.00	Supplies - Operational	-	-	3,000	3,000	3,000
74.90.4420.00	Supplies - Safety	-	-	3,000	3,000	-
74.90.4430.00	Supplies - Training	-	-	500	500	2,500
74.90.4440.00	Supplies - Fleet	110	-	500	500	5,000
74.90.4460.00	Uniforms	90	900	900	900	500
	Total Commodities	2,842	8,338	17,400	17,400	20,875
	<u>Other Charges</u>					
74.90.4515.00	Depreciation	6,637	5,532	9,500	9,500	225,000
74.90.4540.00	Insurance	1,599	2,583	5,300	2,600	2,000
	Total Other Charges	8,237	8,115	14,800	12,100	227,000
	<u>Capital - \$5,000/item min.</u>					
74.90.4840.00	Infrastructure	-	196,523	400,000	482,000	-
74.90.4860.00	Vehicles	-	-	80,000	-	-
	Total Capital	-	196,523	480,000	482,000	-
	Total Budget Request	441,924	394,002	1,000,865	976,065	643,425

TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2023

CEMETERY PERPETUAL EXPENSE SUMMARY

	Personnel ServicesContract ServicesCommodityOther Charges				Total Operating Costs	Capital OutlayDebt Service		Total
Cemetery Fund	-	-	-	-	-	-	-	-
Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Total Cash Available\$179,676

Ending Fund Balance\$179,676

% of Total Budget	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
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Cemetery Perpetual Fund

Item #9.

		<u>2021</u>	<u>2022</u>	<u>2022</u>	<u>2022</u>	<u>2023</u>
		<u>Actual</u>	<u>Jan - Aug</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
	<u>CEMETERY PERPETUAL FUND REVENUES</u>		<u>Actuals</u>	<u>Budget</u>		
80.01.3940.00	CEMETERY LOT PURCHASE	9,207	10,031	5,000	13,170	12,560
80.01.3960.00	INTEREST INCOME	55	616	60	70	60
	SUBTOTAL	<u>9,262</u>	<u>10,647</u>	<u>5,060</u>	<u>13,240</u>	<u>12,620</u>
	TOTAL FUND REVENUES	<u>9,262</u>	<u>10,647</u>	<u>5,060</u>	<u>13,240</u>	<u>12,620</u>
	UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)					167,056
	TOTAL ANTICIPATED FUNDS AVAILABLE					<u>179,676</u>

Cemetery Perpetual Fund

Item #9.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2021 Actuals</u>	<u>2022 Jan - Aug Actuals</u>	<u>2022 Adopted Budget</u>	<u>2022 Estimated</u>	<u>2023 Proposed</u>
	<u>Contractual Services</u>					
80.90.4150.00	Professional Services	-	-	-		
	Total Contractual Services	-	-	-	-	-
	<u>Other Charges</u>					
80.90.4570.00	Miscellaneous	-	-	-		
	Total Other Charges	-	-	-	-	-
	<u>Transfers</u>					
80.90.4999.00	Transfers Out	-	-	-		
	Total Trasfers Out	-	-	-	-	-
	<u>Capital - \$5,000/item min.</u>					
80.90.4840.00	Infrastructure	-	-	-		
	Total Capital	-	-	-	-	-
	Total Budget Request	-	-	-	-	-

TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2023

LIBRARY FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Library Fund	677,000	777,000	355,000	12,000	1,821,000	-	-	1,821,000
Totals	\$ 677,000	\$ 777,000	\$ 355,000	\$ 12,000	\$ 1,821,000	\$ -	\$ -	\$ 1,821,000
Total Cash Available								\$ 10,743,484
Ending Fund Balance								\$ 8,922,484
% of Total Budget	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

Library Fund

Item #9.

		<u>2021</u>	<u>2022</u>	<u>2022</u>	<u>2022</u>	<u>2023</u>
		<u>Actual</u>	<u>Jan - Aug</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
<u>LIBRARY FUND</u>			<u>Actuals</u>	<u>Budget</u>		
92.01.3730.00	LIBRARY FACILITIES FEE	237,636	591,937	215,000	614,897	439,410
92.01.3953.00	DONATION	700	-	3,500	1,500	3,500
92.01.3960.00	INTEREST INCOME	2,389	16,278	5,000	51,564	75,000
92.01.3970.00	MISCELLANEOUS	2,559	404	7,500	2,500	7,500
92.01.3985.00	WELD LIBRARY DIST.	550,267	432,457	488,959	488,959	819,186
92.01.3999.00	TRANSFERS IN - TOJ	1,233,063	829,230	1,140,000	1,140,000	1,243,246
SUBTOTAL		2,026,614	1,870,306	1,859,959	2,299,420	2,587,842
TOTAL FUND REVENUES		2,026,614	1,870,306	1,859,959	2,299,420	2,587,842
UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)						8,155,642
TOTAL ANTICIPATED FUNDS AVAILABLE						\$ 10,743,484

<u>Acct. No.</u>	<u>Account Title</u>	<u>2021 Actuals</u>	<u>2022 Jan - Aug Actuals</u>	<u>2022 Adopted Budget</u>	<u>2022 Estimated</u>	<u>2023 Proposed</u>
	<u>Personnel Services</u>					
92.90.4001.00	Salaries	321,141	243,910	533,000	375,500	677,000
92.90.4002.00	Overtime	-	104			
92.90.4010.00	Payroll Taxes	24,847	18,630			
92.90.4025.00	Workers Compensation	372	247			
92.90.4035.00	Retirement Contribution	96	3,641			
	Total Personnel Services	346,456	266,532	533,000	375,500	677,000
	<u>Contractual Services</u>					
92.90.4122.00	Maintenance - Buildings	122,375	102,504	580,000	236,500	680,000
92.90.4145.00	Printing & Advertising	21,359	9,934	32,000	21,500	32,000
92.90.4150.00	Professional Services	148	-	10,000	1,000	10,000
92.90.4170.00	Telephone & Internet	5,866	1,983	10,000	3,500	10,000
92.90.4180.00	Travel & Training	737	782	5,000	1,500	5,000
92.90.4190.00	Utilities	31,670	15,601	40,000	30,000	40,000
	Total Contractual Services	182,155	130,804	677,000	294,000	777,000
	<u>Commodities</u>					
92.90.4310.00	Computers & Software	5,983	257	5,000	2,500	5,000
92.90.4385.00	Supplies - General	4,590	2,367	70,000	45,500	75,000
92.90.4390.00	Supplies - Janitorial	855	298	3,000	1,000	3,000
92.90.4400.00	Supplies - Office	-	-	12,000	6,000	12,000
92.90.4410.00	Supplies - Operational	62,570	21,310	160,000	78,000	260,000
	Total Commodities	73,998	24,232	250,000	133,000	355,000
	<u>Other Charges</u>					
92.90.4540.00	Insurance	-	-	5,000	5,000	5,000
92.90.4560.00	Memberships & Subscriptions	627	437	2,500	500	2,500
92.90.4570.00	Miscellaneous	18,394	(60,661)	4,500	1,500	4,500
	Total Other Charges	19,021	(60,224)	12,000	7,000	12,000
	<u>Capital - \$5,000/item min.</u>					
92.90.4810.00	Buildings	55,238	28,983	-	-	-
	Total Capital	55,238	28,983	-	-	-
	Total Budget Request	676,868	390,326	1,472,000	809,500	1,821,000

TOWN OF JOHNSTOWN
ANNUAL BUDGET
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RECREATION CENTER FUND SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Rec Center Fund	-	500,000	-	-	500,000	-	-	500,000
Totals	\$ -	\$ 500,000	\$ -	\$ -	\$ 500,000	\$ -	\$ -	\$ 500,000
Total Cash Available								\$ 500,000
Ending Fund Balance								\$ -
% of Total Budget	0.00%	100.00%	0.00%	0.00%	100.00%	0.00%	0.00%	100.00%

Recreation Center Fund

Item #9.

		<u>2021</u>	<u>2022</u>	<u>2022</u>	<u>2022</u>	<u>2023</u>
		<u>Actuals</u>	<u>Jan - Aug</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
	<u>RECREATION CENTER FUND REVENUES</u>		<u>Actuals</u>	<u>Budget</u>		
96.01.3999.00	TRANSFER IN	-	-	-	-	77,262
	SUBTOTAL	-	-	-	-	77,262
	TOTAL FUND REVENUES	-	-	-	-	77,262
	UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)					422,738
	TOTAL ANTICIPATED FUNDS AVAILABLE					500,000

Recreation Center Fund

Item #9.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2021 Actuals</u>	<u>2022 Jan - Aug Actuals</u>	<u>2022 Adopted Budget</u>	<u>2022 Estimated</u>	<u>2023 Proposed</u>
	<u>Contractual Services</u>					
96.90.4135.00	Other Contractual Services	500,000	250,000	500,000	500,000	500,000
		500,000	250,000	500,000	500,000	500,000
	<u>Capital - \$5,000/item min.</u>					
96.90.4810.00	Buildings		-	-	-	-
		-	-	-	-	-
	Total Budget Request	500,000	250,000	500,000	500,000	500,000



2023 - 2032 CAPITAL IMPROVEMENT PLAN

DECEMBER 2022

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Introduction

Capital Improvement Plan Overview

The Town of Johnstown's 2023-2032 Capital Improvement Program (CIP) contains information on how the Town plans to invest available resources into key infrastructure and facilities between 2023 and 2032. The plan provides a working blueprint for sustaining and improving the community's assets by coordinating strategic planning, financial capacity, and physical development. The goals of the CIP are to provide sustainable funding sources for essential capital needs; improve the resiliency of essential services; and save the Town money over time by not deferring necessary improvements.

The CIP is a living document and as such, it is reviewed and updated annually to reflect changing community needs, priorities, and funding opportunities to ensure that the infrastructure exists to advance the strategic and long-term goals and objectives.

The Town has chosen to utilize a 10-year plan, because while the Town continues to make significant capital investments on an annual basis, the amount of resources available in one year are not sufficient to fund all identified capital needs, and there are future needs that have been identified that do not make sense to fund today. Although the Town has a 10-year CIP, the Town Council approves only the first year of the capital plan in the annual adoption of the budget.

The continued investment in the Town's public infrastructure is key to ensuring the high quality of life for our residents.



Introduction

Introduction

The Town of Johnstown's Capital Improvement Program (CIP) is a comprehensive, ten-year plan for capital investment in maintaining and enhancing public infrastructure. The CIP provides a list of all capital projects and their estimated costs over the ten-year period. The CIP serves as a guide that provides the framework for meeting current and future goals related to the physical assets of the community.

The Town of Johnstown invests in community facilities and infrastructure and provides a high-level of municipal services. The Town owns and maintains 9 public buildings including the Recreation and Senior Center, 31 acres of parks and open space, 3.7 miles of trails, 96 lane miles of roadways, 5 bridges, one water treatment plant and its distribution water infrastructure, two wastewater treatment plants and its sewer collection infrastructure, and drainage infrastructure.

Recommended 2023 – 2032 Capital Improvement Plan

The 2023 – 2032 CIP is based on a steady revenue picture as the Johnstown economy has remained stable despite a number of recent challenges, including the COVID pandemic. With that, the 2023 – 2032 CIP has \$130 million recommended for 2023, and approximately \$352 million recommended for years 2023 – 2032. It is important to remember that unlike an operating budget, the capital budget may fluctuate widely between years due to the timing of projects and the availability of funds.

The Town is spending the majority, about 79.90%, of its 2023 – 2032 capital funds on new infrastructure with the bulk of that being on water and sewer infrastructure. In addition to new infrastructure, 15.68% of the funds are planned for enhancement and maintenance of assets the Town already owns. The Town recognizes the importance of taking care of our assets. Capital enhancements involve upgrades to existing facilities that may include upgraded technologies, materials and equipment that can be more efficient, effective, and less costly to operate over time.



Funding Summaries

Overview

The Funding Summary section provides detail of the Town's CIP budget needs from 2023 – 2032 by fund, department, and project type.

By Fund:

The Town of Johnstown utilizes fund accounting for budgeting and accounting purposes. Each fund is established for a specific purpose and is considered a different accounting entity.

Currently the Town maintains 12 different funds, including the following:

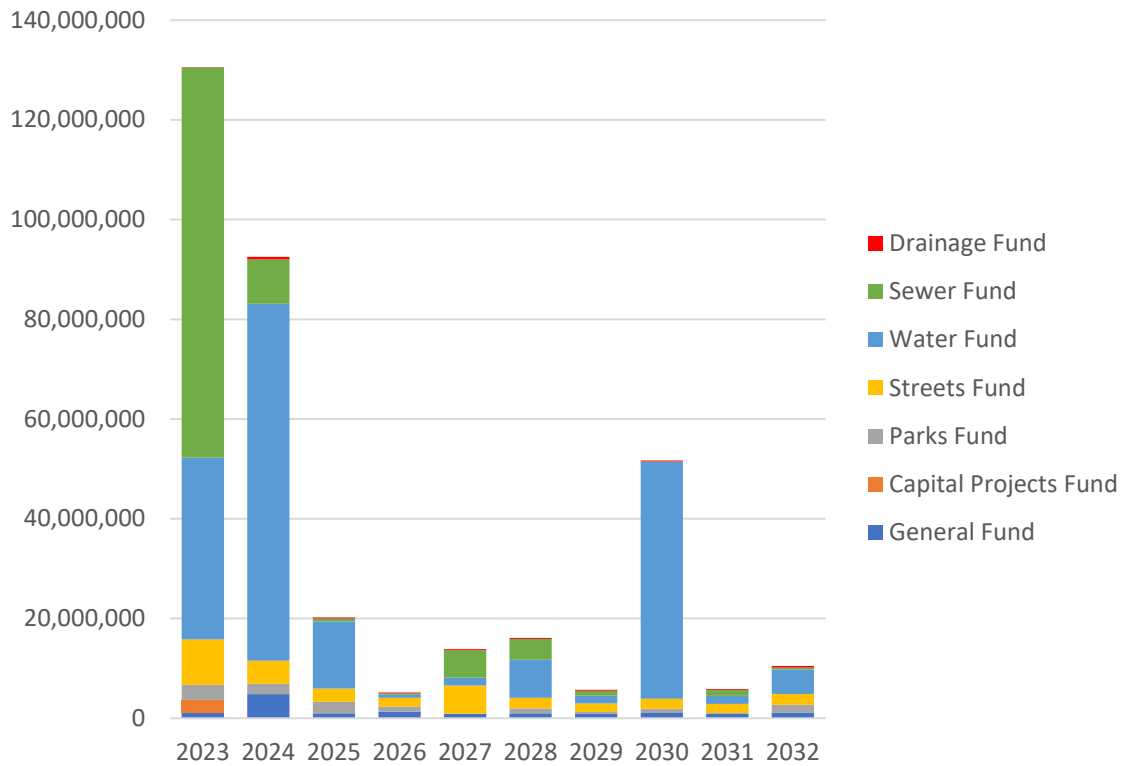
- General Fund
- Conservation Trust Fund
- Parks and Open Space Fund
- Street and Alley Fund
- Capital Improvement Fund
- Tax Allocation Fund
- Water Fund
- Sewer Fund
- Drainage Fund
- Cemetery Perpetual Fund
- Library Fund
- Recreation Center Fund

Detailed descriptions of the funds are available in the Town of Johnstown budget document. Because a number of the funds have restrictions on the use of funds, the Town must provide consistency in planning for project types and timing in order to allocate resources to maintain existing priorities.

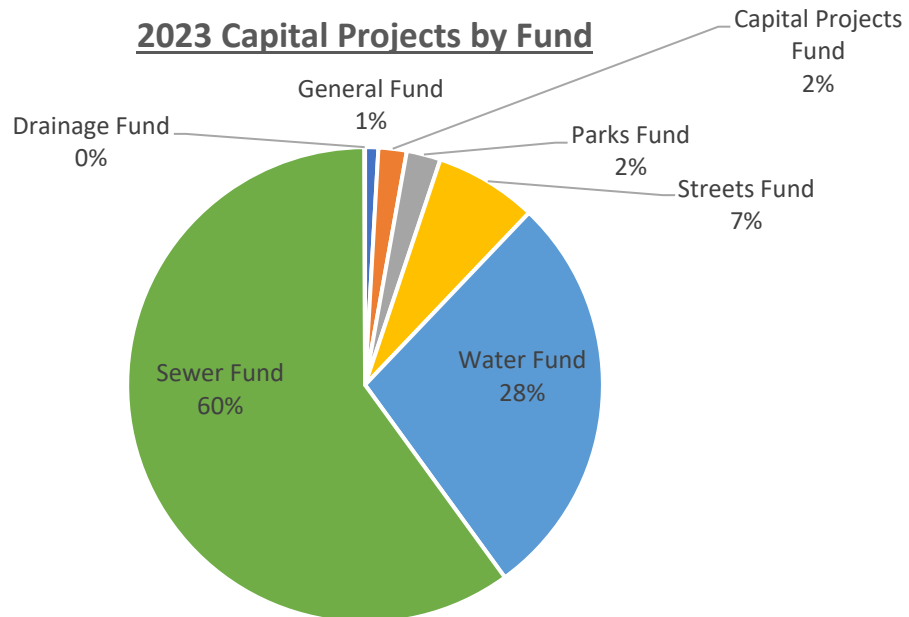
The charts below show the distribution of the ten-year CIP by fund and by year and show a breakdown of the planned capital expenditures in 2023 alone.

Funding Summaries

2023 - 2032 Capital Projects by Fund



2023 Capital Projects by Fund



Funding Summaries

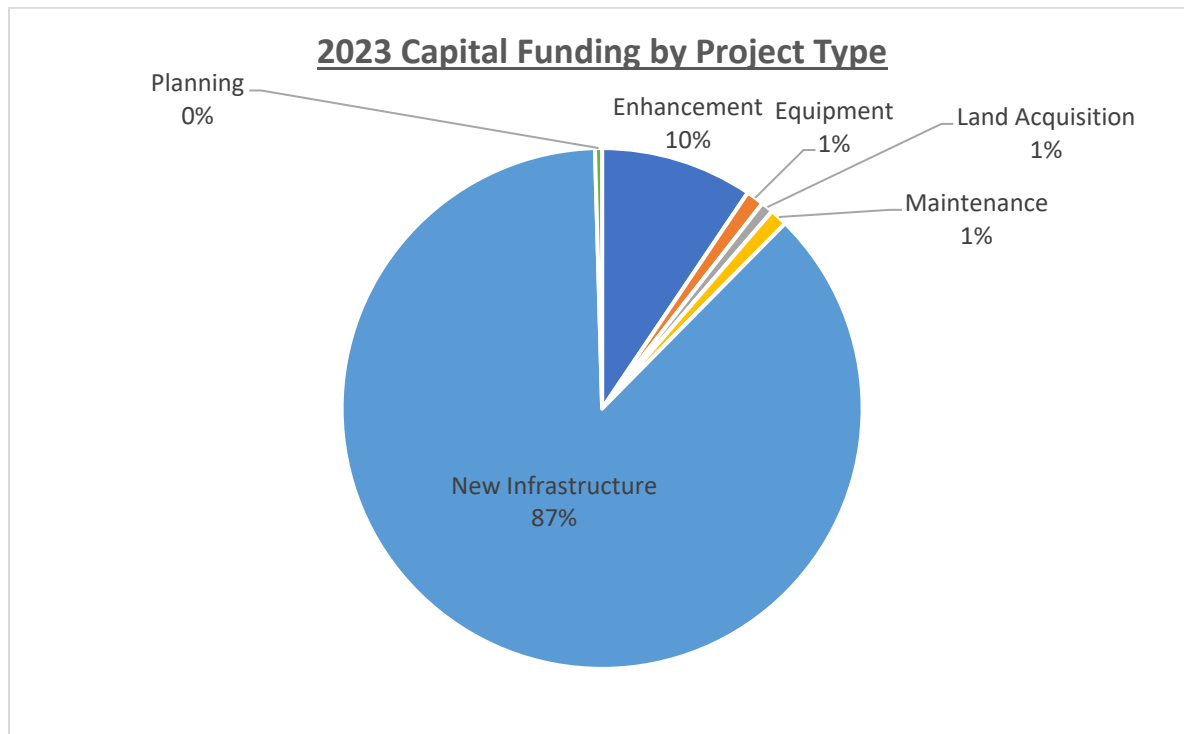
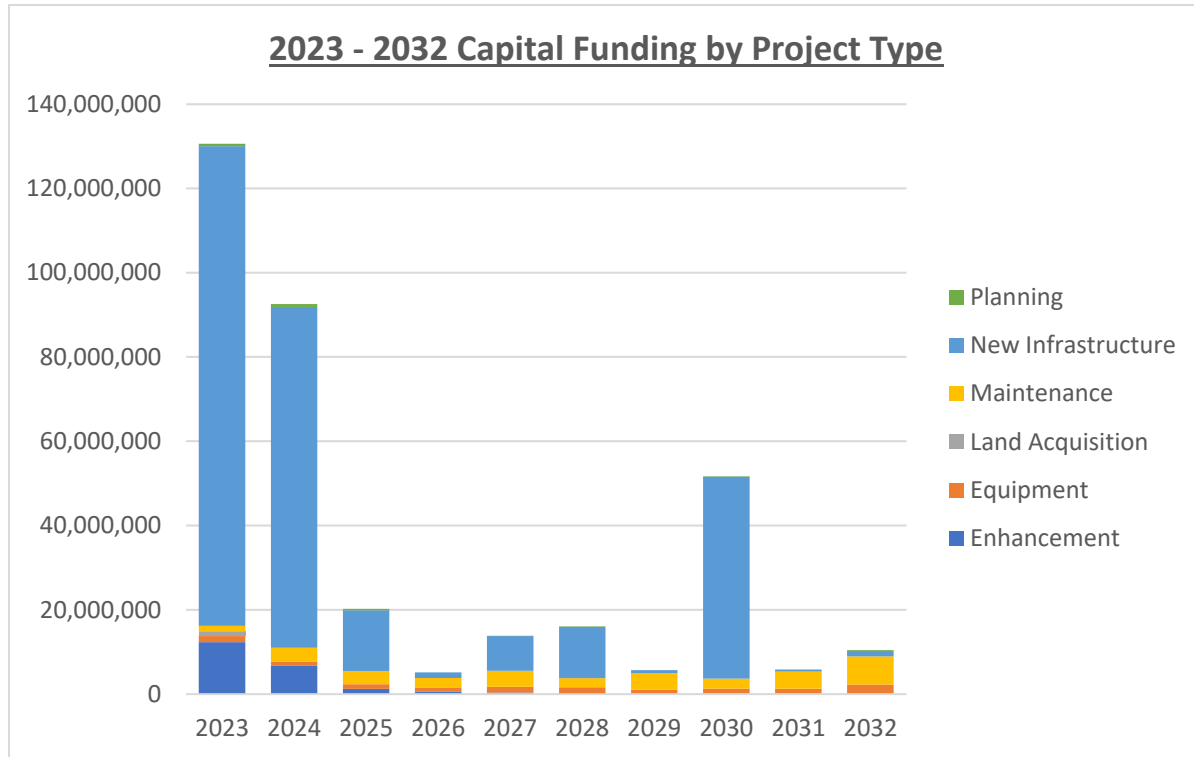
By Project Type:

Each CIP project has been classified as a Town investment in one of six project types: Enhancement, Maintenance, Planning, Land Acquisition, New Facility/Infrastructure, and Equipment.

1. Enhancement
 - Construction results in the expansion or significant improvement of an existing asset.
 - Projects have a discrete start and end date.
 - Projects are location specific.
 - Projects results in a durable, long-lasting asset with a useful life of more than 5 years.
2. Maintenance
 - Project results in the repair, replacement, or renovation of an existing asset.
 - Projects may or may not have a discrete start and end date.
 - Projects are location specific or include programs that cover a specific area.
3. Planning
 - Project results in the development of a study or plan which is intended to identify, plan, or prepare for the construction or acquisition of capital assets or a capital program.
 - Projects have a discrete start and end date.
4. Land Acquisition
 - Project or program that results in the acquisition of real property such as land, mineral, water rights or easements.
 - Projects may or may not have discrete start and end dates or may be programmatic.
 - Projects or programs may be location specific or may be Town wide.
5. New Facility/Infrastructure
 - Project results in the construction or acquisition of a new asset.
 - Construction results in additional square footage of an existing asset.
 - Projects have discrete start and end dates.
 - Projects are location specific.
 - Project results in a durable, long-lasting asset with a useful life of at least 10 years.
6. Equipment
 - Project results in the acquisition of vehicles, equipment, or significant improvement/addition to an existing equipment asset.
 - Projects may or may not have a discrete start and end dates or may be programmatic.
 - Projects may be location specific or may be Town wide.

Funding Summaries

The charts below show the funding by project type, broken down by year and a summary for 2023.

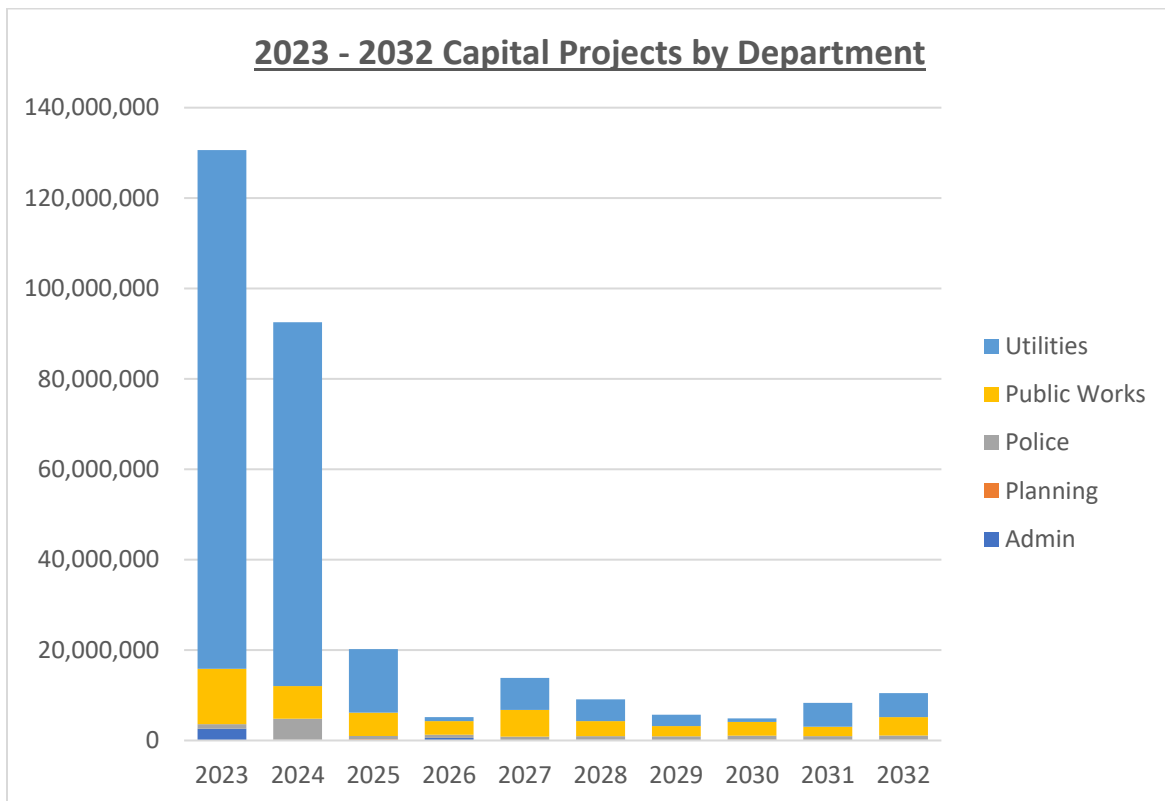


Funding Summaries

By Department:

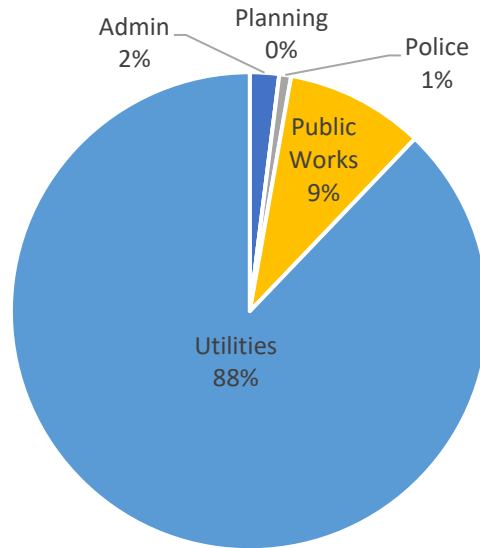
Many departments have dedicated revenue sources that impact their CIP funding. For example, the Public Works Department manages funds that come from a 0.5% sales tax that was approved by voters to be used to fund street and sidewalk maintenance and repairs and for transportation related capital improvement projects. In recent years, sales tax revenues have increased, thus increasing the potential use of those funds.

The charts below show the CIP funding broken down by department and by year and show the breakdown for just the 2023 budget year.



Funding Summaries

2023 Capital Projects by Department



Capital Request	Category	Fund	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	Total
			Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	
Downtown Branding & Wayfinding- carryover FY22	Enhancement	General	55,000	60,000	70,000	500,000							685,000
Networks & IT	Maintenance	General	20,000	20,000	70,000	20,000	20,000	20,000	75,000	25,000	25,000	55,000	350,000
Town Hall Vehicle	Equipment	General				32,000				34,000			66,000
Financial software	Enhancement	General						150,000					150,000
Comp Plan updates	Planning	General			60,000					60,000			120,000
Land Use Code audit and revisions	Planning	General					50,000					80,000	130,000
Housing Needs Assessment & Strategy Plan	Planning	General			80,000					40,000			120,000
Sign Code Design - Corridor Plans	Planning	General		60,000									60,000
Police vehicles - 8 cars per year	Equipment	General	600,000	660,000	693,000	727,650	764,033	802,234	842,346	884,463	928,686	975,121	7,877,533
PD expansion	Enhancement	General	450,000	4,000,000									4,450,000
Keyless access/Cameras	Enhancement	General		30,000									30,000
Aerial photography	Maintenance	General	25,000			35,000			35,000			40,000	135,000
Church roof replacement	Maintenance	General	25,000										25,000
General Fund Total			1,175,000	4,830,000	973,000	1,314,650	834,033	972,234	952,346	1,043,463	953,686	1,150,121	14,198,533
Entryway improvements - I-25	Enhancement	Capital Projects	2,200,000										2,200,000
Downtown Branding & Wayfinding Sign Design/Construction	Enhancement	Capital Projects	300,000										300,000
Capital Fund Total			2,500,000	0	0	0	0	0	0	0	0	0	2,500,000
Cemetery irrigation	Enhancement	Parks & OS				50,000							50,000
Cemetery expansion	New Infrastructure	Parks & OS		175,000	1,200,000								1,375,000
Columbarium	New Infrastructure	Parks & OS						100,000				100,000	200,000
Equipment - mowers, tanks, etc.	Equipment	Parks & OS	80,000		25,000			25,000		75,000		25,000	230,000
Parks vehicles	Equipment	Parks & OS	45,000		45,000		45,000						135,000
Tree program	Maintenance	Parks & OS	65,000	30,000	30,000	35,000	35,000	40,000	40,000	45,000	45,000	450,000	815,000
Letford Park	New Infrastructure	Parks & OS		1,200,000	1,000,000								2,200,000
Outdoor recreation courts	New Infrastructure	Parks & OS	300,000	100,000		120,000		100,000		100,000			720,000
Playground improvements/replacements	Maintenance	Parks & OS	60,000	120,000		150,000		150,000		150,000		150,000	780,000
Park development	New Infrastructure	Parks & OS	80,000			200,000			250,000			250,000	780,000
Trail development	New Infrastructure	Parks & OS	1,150,000	450,000		500,000		500,000		500,000		500,000	3,600,000
Trail development - Larimer	Land Acquisition	Parks & OS	1,000,000										1,000,000
Parks, Trails, OS Master Plan	Planning	Parks & OS	250,000					100,000				100,000	450,000
Parks and Open Space Total			3,030,000	2,075,000	2,300,000	1,055,000	80,000	1,015,000	290,000	870,000	45,000	1,575,000	12,335,000
Streets Maintenance program	Maintenance	Streets	1,100,000	1,200,000	1,200,000	1,300,000	1,300,000	1,400,000	1,400,000	1,500,000	1,600,000	1,600,000	13,600,000
RRX upgrade agreements	Enhancement	Streets	175,000		75,000		80,000		85,000			90,000	505,000
Major construction projects	New Infrastructure	Streets					3,750,000						3,750,000
Bridge maintenance	Maintenance	Streets		150,000	30,000	20,000	25,000	25,000	25,000	25,000	25,000	25,000	350,000
Charlotte construction	Enhancement	Streets					100,000						100,000
LCR3 D&C	Enhancement	Streets		2,500,000	1,000,000		100,000						3,600,000
Alley overlay program	Enhancement	Streets		100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	900,000
Curb/gutter/sidewalk replacement	Maintenance	Streets		115,000	115,000	115,000	125,000	125,000	125,000	135,000	135,000	135,000	1,125,000
Parking lot overlays	Maintenance	Streets		150,000			75,000			60,000			285,000
Roller	Equipment	Streets		65,000									65,000
Sweeper	Equipment	Streets						285,000					285,000
Plow Trucks	Equipment	Streets		60,000	175,000	125,000		175,000		125,000		175,000	835,000
Gator	Equipment	Streets	30,000										30,000
Tractor	Equipment	Streets	85,000										85,000
Water truck	Equipment	Streets	150,000										150,000
Streets vehicles	Equipment	Streets	48,000			50,000				55,000			153,000
Variable message boards	Equipment	Streets	40,000										40,000
Crack seal machine	Equipment	Streets	65,000										65,000
Transportation Master Plan Update	Planning	Streets		300,000									300,000
Colorado half-street improvements	Enhancement	Streets	1,500,000										1,500,000
Iron Horse	Enhancement	Streets	150,000										150,000
Design Colo & Hwy 60	Enhancement	Streets	140,000										140,000
Pedestrian bridge	Enhancement	Streets	225,000										225,000

<u>Capital Request</u>	<u>Category</u>	<u>Fund</u>	<u>2023</u> <u>Projected</u>	<u>2024</u> <u>Projected</u>	<u>2025</u> <u>Projected</u>	<u>2026</u> <u>Projected</u>	<u>2027</u> <u>Projected</u>	<u>2028</u> <u>Projected</u>	<u>2029</u> <u>Projected</u>	<u>2030</u> <u>Projected</u>	<u>2031</u> <u>Projected</u>	<u>2032</u> <u>Projected</u>	<u>Total</u>
Thompson PKWY Redesign	Enhancement	Streets	250,000										250,000
Charlotte St	Enhancement	Streets	4,600,000										4,600,000
SH 60/Carlson Blvd. Traffic Signal	New Infrastructure	Streets	550,000										550,000
Street and Alley Total			9,108,000	4,640,000	2,695,000	1,710,000	5,655,000	2,110,000	1,735,000	2,000,000	1,860,000	2,125,000	33,638,000
Water Dist - 4 PRV's	Maintenance	Water	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	200,000
Valve exerciser	Equipment	Water		20,000									20,000
WTP Pilot project	Planning	Water	261,280										261,280
Raw Water - 24" CIPP Town Lake Lining	Enhancement	Water	550,000										550,000
WTP - 34 Tank Chlorine Injection	Enhancement	Water	350,000										350,000
WTP - Generator Town Lake	Equipment	Water	300,000										300,000
Water Dist - SH60 CWWTP Water Line-	Enhancement	Water	1,000,000										1,000,000
Water Dist - Annual Waterline Replacement	Maintenance	Water	-			100,000	1,000,000	100,000	1,000,000	100,000	1,000,000	100,000	3,400,000
WTP Storage Tanks Rehab	Maintenance	Water										4,000,000	4,000,000
Equip - Crew Vehicles (3/4 Ton Truck)	Equipment	Water		45,000			47,000			49,000			141,000
Equip - 1/3 Vac Truck (Water, Sewer, Storm)	Equipment	Water										300,000	300,000
Water Shares	New Infrastructure	Water	350,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	4,850,000
Water Dist - SH60 Water Line	New Infrastructure	Water	1,000,000										1,000,000
South Tank Construction Carry over	New Infrastructure	Water	850,000										850,000
Equip - Vac Trailer & Valve Exerciser	Equipment	Water									100,000		100,000
Equip - 1/2 - Tandum Dump Truck	Equipment	Water		100,000									100,000
Equip - Fork Lift (WTP)	Equipment	Water			45,000								45,000
Raw Water - Flushing Line to Town Lake	Maintenance	Water		600,000									600,000
Raw Water - Hillsbourough Transmission	Maintenance	Water		300,000									300,000
Water Dist - Bulk Water Fill Station	Maintenance	Water			1,000,000								1,000,000
Water Dist - Master Plan & Model (CIP & Dev Reimb)	Planning	Water			200,000								200,000
Water Tank	New Infrastructure	Water						7,000,000					7,000,000
WTP Exp (D&C)	New Infrastructure	Water	30,000,000	40,000,000	8,390,000					46,800,000			125,190,000
Raw Water - Transmission Line	New Infrastructure	Water	1,750,000	30,000,000	3,275,000								35,025,000
Water Fund Total			36,431,280	71,585,000	13,430,000	620,000	1,567,000	7,620,000	1,520,000	47,469,000	1,620,000	4,920,000	186,782,280
Sewer Coll - Sewer Inspection & Cleaning	Maintenance	Sewer	100,000	150,000	150,000	150,000							550,000
Sewer Coll - Central Interceptor Project	New Infrastructure	Sewer	20,000,000	8,450,000									28,450,000
Central Ph 2 Granary connection	New Infrastructure	Sewer	500,000										500,000
WWTP - Central Plant (D&C)	New Infrastructure	Sewer	45,000,000										45,000,000
WWTP - Low Point Retrofit (D&C)	New Infrastructure	Sewer	12,300,000										12,300,000
WWTP - West of I-25	New Infrastructure	Sewer					4,000,000	4,000,000					8,000,000
Sewer Coll - Annual Sewer Rehab Project	Maintenance	Sewer		200,000	350,000	100,000	1,000,000	100,000	1,000,000	100,000	1,000,000	100,000	3,950,000
Equip - 1/3 Vac Truck (Water, Sewer, Storm)	Equipment	Sewer										300,000	300,000
Equip - Crew Vehicles (3/4 Ton Truck)	Equipment	Sewer			45,000			47,000			49,000		141,000
Sewer Coll - HWY 60 Rehab (D&C)	Enhancement	Sewer	400,000										400,000
Equip - Grounds Mowers	Equipment	Sewer			25,000			25,000					50,000
Equip - 1/2 - Vac Trailer & Valve Exerciser	Equipment	Sewer									100,000		100,000
Equip - 1/2 - Tandum Dump Truck	Equipment	Sewer		100,000									100,000
Equip - Fork Lift (WWTP)	Equipment	Sewer			45,000								45,000
Equip - Sewer CCTV Inspection Truck	Equipment	Sewer					500,000						500,000
Sewer Fund Total			78,300,000	8,900,000	615,000	250,000	5,500,000	4,172,000	1,000,000	100,000	1,149,000	400,000	100,386,000
Storm Drainage Master Plan	Planning		55,000	300,000									355,000
Storm drain maintenance	Maintenance			200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000		1,600,000
Vactruck	Equipment											300,000	300,000
Drainage Fund Total			55,000	500,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	300,000	2,255,000
Total Capital Improvement Costs:			130,599,280	92,530,000	20,213,000	5,149,650	13,836,033	16,089,234	5,697,346	51,682,463	5,827,686	10,470,121	352,094,813

Quarterly/Annual Report for the Town of Johnstown From the Johnstown Downtown Development Association

JDDA Financials

2022 Q3 Financials – Attachments Included

Starting Balance:	\$ 8,103.59
Cash In:	\$ (1) Monthly Quarterly Treasurer's Report
Expenditures:	\$ (2) Monthly Quarterly Treasurer's Report
Ending Balance:	\$ 20,742.66

Strategic plan to revitalize the Town's historic downtown

We have continued to share the info with our members about the wayfinding/branding project that the town has been working on! We are very excited to see this evolve for our community!

Events

Previous Events including the Results/Outcome of the Event: These events continue to keep people engaged and emotionally invested in our town rather than traveling outside for the same services.

1. Field Trip to all downtown businesses – 3rd Tuesday in August – 8/16/2022
 - This took the place of our monthly members meeting and we had about 15 businesses participate. It was great to get to know individual businesses, what they do and where they are located and to see their businesses in action!
2. Fall Festival – 3rd Sunday in September – 9/17/2022
 - Fall fest this year was another successful event. Good attendance and great feedback.
 - This was our first event where we used the new parklets and they were LOVED by the DDA as well as the community, we received great reviews about them!!

Upcoming Events for the remainder of 2022:

1. Trick or Treat Street – the Saturday before Halloween – October 29, 2022
 - a. We have expanded this event and will have additional activities going on at the senior center
2. Johnstown Jingle – 1st Sunday in December – 12/4/2022
 - a. Tree Lighting following the Jingle at 5:30

Other than events, things we are doing to position downtown as the focal point of Johnstown:

1. Welcome Bags – This program is still very successful, and we are delivering, on average, 55 welcome bags to new residents monthly. The RHS Interact Club works with us to help pack the bags and deliver them to the new residents.

Community Give Back/Involvement

Social Media/Website

Our Facebook traffic is reaching up to 27,465 people.

Instagram is reaching about 531 people. We are working on improving this!

Downtown Businesses Update –

JDDA Members: As of 9/2022 we currently have 47 paid members

New businesses/relocated businesses in Downtown Johnstown:

-Wellspring Therapeutics opened a beautiful new location downtown and renovated the apartment they have as well.

-16 and 18 S. Parish went up for Sale

Businesses that have closed/moved out of Downtown Johnstown:

Employment opportunities available:

Johnstown Downtown Development Association

Item #10.

Statement of Activity July - September, 2022

	TOTAL
Revenue	
Designated Contributions	1,750.00
Dues income	675.00
Event Income	10,862.76
Uncategorized Income	615.99
Workshops	180.00
Total Revenue	\$14,083.75
GROSS PROFIT	\$14,083.75
Expenditures	
Advertising	
Marketing	1,075.00
Website	36.00
Total Advertising	1,111.00
Event Expenses	3,929.07
Legal, Accounting and Professional	305.00
Licenses, Fees and Filing Fees	60.00
QuickBooks Payments Fees	281.71
Rent	165.00
Seminar/Classes Expense	500.00
Total Expenditures	\$6,351.78
NET OPERATING REVENUE	\$7,731.97
NET REVENUE	\$7,731.97

Johnstown Downtown Development Association

Item #10.

Statement of Financial Position

As of September 30, 2022

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
BBQ Days acct 8128	55,381.33
General Fund	19,669.06
Petty Cash	1,016.10
Total Bank Accounts	\$76,066.49
Accounts Receivable	
Accounts Receivable (A/R)	2,410.00
Total Accounts Receivable	\$2,410.00
Other Current Assets	
Undeposited Funds	0.00
Total Other Current Assets	\$0.00
Total Current Assets	\$78,476.49
TOTAL ASSETS	\$78,476.49
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable (A/P)	0.00
Total Accounts Payable	\$0.00
Other Current Liabilities	
BBQ Days holding account	55,454.48
Total Other Current Liabilities	\$55,454.48
Total Current Liabilities	\$55,454.48
Total Liabilities	\$55,454.48
Equity	
Retained Earnings	15,019.13
Net Revenue	8,002.88
Total Equity	\$23,022.01
TOTAL LIABILITIES AND EQUITY	\$78,476.49

September 20, 2022

The regular meeting of the Glenn A. Jones, M.D. Memorial Library Board was called to order at 7:20 pm by Chad Young. Trustees Debi Sauer, Corina Strickland, Jenna Hall, Sheryl Ballard and Director Kristi Plumb were also in attendance.

August 2022 minutes were approved. The financial report for August was reviewed and approved as follows:

August beginning balance	\$ 56,204.03	Petty Cash beginning balance	\$ 907.84
Inflow	95,033.85		-0-
Outflow	26,264.03		-0-
Ending balance	\$ 124,973.85		\$ 907.84

CO Trust: \$ 6,266,006.70

Treasurers Report: Debi presented the adjusted 2023 Budget. Motion made by Corina, seconded by Jenna to approve 2023 Budget - passed unanimously.

Director's Report:

Artist-in-Residence: Sign maker Stephanie Baudhuin displays her creations.

Building: New front doors should be installed by September 24. FP representative has been on site during this project. Library will be closed September 19 – 21 to facilitate this and main entrance will be relocated to east door until south doors are operational. Jack will also be working on the lights during this scheduled closure. Sound panels and under counter lights are needed in the Makerspace-Kristi will research. Storage is needed for seasonal LoT items. Storage building can be up to 120 square feet without a permit-per Kristi's finding-research and positive interaction with Town. Placement was discussed – front SW side of parking lot seems most logical temporarily. Kristi will order.

Staff: Laurel Engelbert resigned on September 9th to start her new job as Milliken Middle School Librarian. Staff day was 'celebrated' on September 19th - Kristie Allbritton took a staff photo and then gave pointers on taking pictures, Tabatha Erb, Social Media Strategist, spoke about appropriate posting and Danara Lowery, CSU Intern, worked with staff on the Glowforge. Staff will be 'field tripping' to other libraries during door installation. Two staffers have expressed interest in full time employment.

Outreach: Participation in school district's 'Unite to Ignite' was a successful engagement.

Coming Up: Celebrating 55 years of a Johnstown Library building in October!

Meeting adjourned at 8:45 pm. Next meeting will be October 18, 2022.

August statistics: Johnstown—door count: 7620	circulation—9784
Milliken—door count: 423	circulation—575

Respectfully submitted, Sheryl Ballard, secretary

JONES MEMORIAL LIBRARY CASH FLOW REPORT - SEPT 2022			Y-T-D	2022 BUDGET		Notes
BEGINNING CHECKING BALANCE		\$ 124,973.85	\$ -	\$ 20,000.00	To Date	
INFLOWS	Donations/Grants	\$ -	\$ 173.24	\$ 3,500.00		
	Interest	\$ 6.23	\$ 46,752.45	\$ 5,000.00		
	Misc Income	\$ 924.74	\$ 2,204.43	\$ 7,500.00		
	<i>Investments</i>	\$ -	\$ 100,000.00	\$ -		
	Town of Johnstown	\$ 94,816.12	\$ 1,113,677.87	\$ 1,140,000.00		
	High Plains Library District	\$ -	\$ 486,563.66	\$ 488,959.00		
	Transfer from Reserve Account	\$ -	\$ -	\$ -		
INFLOWS TOTAL		\$ 95,747.09	\$ 1,749,371.65	\$ -		
TOTAL AVAILABLE FUNDS		\$ 220,720.94		\$ 1,664,959.00		
OUTFLOWS	Advertising	\$ 1,508.00	\$ 15,340.57	\$ 22,000.00		
	Audio/DVD -34	\$ 944.91	\$ 5,933.76	\$ 15,000.00	189	
	Books - 149	\$ 2,135.45	\$ 22,748.07	\$ 50,000.00	1603	
	Collection Fees/Bad Debts	\$ -	\$ -	\$ 2,000.00		
	Computer Expenses	\$ -	\$ 256.73	\$ 5,000.00		
	Equipment & Furniture	\$ 518.23	\$ 18,980.63	\$ 60,000.00		Maker Space
	Gifts Given	\$ 105.69	\$ 744.45	\$ 2,500.00		
	Insurance, Bldg. Contents	\$ -	\$ -	\$ 5,000.00		
	<i>Investments</i>	\$ -	\$ 1,150,000.00	\$ 192,959.00		
	Legal Fees/Consulting Fees	\$ -	\$ -	\$ 10,000.00		
	Maintenance	\$ 3,479.74	\$ 33,216.17	\$ 60,000.00		
	Memberships/Licenses	\$ 164.00	\$ 209.00	\$ 2,500.00		
	Milliken Location	\$ -	\$ 359.66	\$ 20,000.00		
	Outreach	\$ 43.20	\$ 324.46	\$ 10,000.00		
	Professional Enrichment	\$ 300.00	\$ 1,081.89	\$ 5,000.00		
	Programming	\$ 1,962.32	\$ 20,576.43	\$ 100,000.00		LoT - \$825.62
	Salaries/Compensation	\$ -	\$ 183,580.13	\$ 500,000.00		
	Health Ins./retirement	\$ -	\$ -	\$ 18,000.00		
	Staff Bonuses/Perks	\$ -	\$ 1,750.10	\$ 12,000.00		
	Workers' Comp	\$ -	\$ 174.32	\$ 3,000.00		
	Subscriptions, Periodicals	\$ -	\$ 2,040.33	\$ 5,000.00		
	Supplies, Janitorial	\$ 69.64	\$ 655.99	\$ 3,000.00		
	Supplies/Expenses, Library	\$ 486.22	\$ 4,212.51	\$ 12,000.00		
	Telephone	\$ 387.50	\$ 3,106.05	\$ 10,000.00		
	Utilities	\$ 4,013.42	\$ 25,767.65	\$ 40,000.00		
	Capital Improvement	\$ -	\$ 80,682.90	\$ 500,000.00		
OUTFLOWS TOTAL		\$ 16,118.32	\$ 1,571,741.80	\$ 1,664,959.00		
ENDING CHECKING BALANCE		\$ 204,602.62				

Item #10.

						Notes
BEGINNING PETTY CASH BALANCE		\$ 907.84				
	Programming	\$ -				
ENDING PETTY CASH BALANCE		\$ 907.84				
	COLORADO TRUST INVESTMENT		Y-T-D			
BEGINNING BALANCE		\$ 6,266,006.70				
	Dividend - 2.6205%	\$ 13,509.42	\$ 46,659.59			
	Contribution	\$ -				
	Withdrawal	\$ -				
ENDING BALANCE		\$ 6,279,516.12				

Item #10.



CASE STUDY

Johnstown, Colorado, Proves GIS Is for Governments of All Sizes, Even Those without Massive IT Infrastructure

Residents have come to expect accessible maps and apps for learning about things—where development is occurring in their neighborhood, where road closures are, where to vote, and much more. It is safe to say that a geographic information system (GIS) has become one of the most prevalent technologies in government, supporting operations that include public works, planning, law enforcement, and health and human services. So shouldn't small governments apply the same modern approaches that their peers at larger jurisdictions are incorporating?

Barriers such as limited technical skills; lack of access to

training, data, software, and hardware; and budget constraints have sometimes hindered small organizations

from adopting GIS technology. But with Esri's local government solutions that no longer needs to be the case.

The Town of Johnstown, Colorado, is a leading example of how a small jurisdiction is modernizing its operations by adopting GIS technology as a mission-critical tool. For years, Johnstown—a community of about 17,000 residents—experienced stagnant development, and the town did not see a reason to map out the locations of utilities, town limits, or oil and gas lines, as it would waste valuable time and resources that could be dedicated elsewhere. In the past, the town counted on staff members' memory or informal documentation for things like utility locations. But then, the town started to witness unprecedented population growth, and staff knew they needed to take action to continue operations while also accommodating the growing population. GIS is serving as Johnstown's mission-critical tool, allowing staff to quickly generate required datasets, collect accurate field data, and map out the town's utilities.

Cloud-Based GIS Improves Town's Efficiency in Record Time

Steve Holmes, Town of Johnstown, GIS Specialist

"A cloud-based GIS through ArcGIS Online required very little uplift for me; as a one-person shop, I did not have the time, resources, or IT department to set up a GIS. So this was a major selling point for us, as it didn't require any further infrastructure from us and allows us to easily share the data to all departments and users,"

The Town of Johnstown is located in two counties: Weld County, where most residents reside, and Larimer County, where most businesses are located. Each of these counties leverages GIS to empower its workflows, but this didn't necessarily give the Town of Johnstown a comprehensive view into its own data and plans.

Johnstown staff knew that to keep up with the new population growth, they would need their own system to manage land use, development, and growth. Having some GIS background, the town manager, Matt LeCerf, asked the utilities director, Ellen Hilbig, to hire a GIS specialist to streamline the town's workflows into one system. Upon arrival, Steve Holmes, GIS specialist for the Town of Johnstown, was a team of one. As the town had not used GIS before his arrival, he was tasked with creating, combining, and modernizing Johnstown's datasets from scratch.

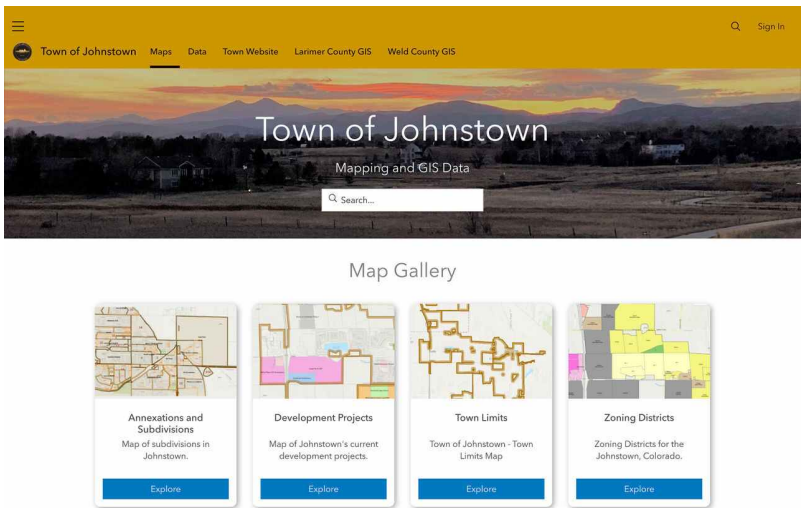
"A cloud-based GIS through ArcGIS Online required very little uplift for me; as a one-person shop, I did not have the time, resources, or IT department to set up a GIS. So this was a major selling point for us, as it didn't require any further infrastructure from us and allows us to easily share the data to all departments and users," said Holmes.

With the desktop tools provided in Esri's local government solutions and, especially, the cloud-based enterprise agreement (EA), Johnstown now has an accurate picture of the municipal boundary and the development projects that are under way. In addition, Johnstown leveraged new tools like deep learning—a subset of machine learning that uses several layers of algorithms in the form of neural networks—in ArcGIS Pro to capture building roofline data for over 8,500 buildings. The data was captured in just two workdays.



Roofline data for more than 8,500 buildings was generated by deep learning algorithms.

The cloud-based GIS provided the scalability that the Town of Johnstown needed in record time. There was no need to create any further IT infrastructure, as the cloud-based GIS runs on any device with an internet connection. Also, Holmes is now able to keep his organization informed on projects by uploading his work onto the town's hub site, created using ArcGIS Hub, an easy-to-configure cloud platform that organizes demographics, data, and tools to accomplish initiatives and goals.



Town of Johnstown Hub Site

Accelerating Johnstown's

Community Development with GIS

Although Holmes is a one-person team, his job requires him to work with multiple departments. As Johnstown grows, new real estate development, construction, and capital projects need to be approved. However, before GIS technology, Johnstown had no record of where oil and gas pipelines were, what parcels or buildings the town owned, or where the town limits are. Staff relied on old drawings and personal memory for utility location information, which lengthened the amount of time it took town leaders to review and approve development activities.

"As developments moved forward, we didn't have record of where our utilities were or reliable annexation data. So it was crucial for the town staff to go into the field to collect this data with GIS technology, which we then easily added into our central systems of record," said Holmes.



Town of Johnstown Utilities

Having this data is key when working with developers, and GIS allowed the Town of Johnstown to efficiently do this across the organization. Staff no longer needed to go into the field with clipboards and pens. Instead, they used ArcGIS Field Maps, the all-in-one app that helps mobile workers perform data collection and editing, find assets and information, and report their real-time locations.

GIS Prepares Johnstown for the Future

GIS technology is allowing the Town of Johnstown to openly embrace and prepare for the new growth that is taking place. Despite having limited staff, the town was able to update key datasets, map out essential infrastructure and utility systems, and move forward with modernizing the entire town's workflows—all using one location-based system.

"Thanks to GIS, we're in a position to more efficiently move our town forward. Without web-based GIS, the Town of Johnstown would not have been able to keep up with the unprecedented growth we've experienced," said Holmes.

The Town of Johnstown benefited from Esri's local government solutions bundle. It assesses your jurisdiction's requirements, population size, and infrastructure to generate a pricing module unique to your needs.

Your organization can leverage the same tools

[Learn more](#)

