



Town of Johnstown

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO
Wednesday, February 22, 2023 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

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.

- [1.](#) February 6, 2023 Minutes
- [2.](#) Ordinance 2023-241 regarding High Plains Estates PUD Outline Development Plan
- [3.](#) Resolution 2023-09: Amending The Johnstown Storm Design Criteria And Construction Regulations Manual
- [4.](#) Resolution 2023-10 Adopting Town Of Johnstown Amended Policy Regarding Access To Public Records
- [5.](#) Water and Sewer Service Agreement for Ledge Rock Center Multifamily North Development
- [6.](#) An Oil & Gas Lease Agreement Between Town of Johnstown and PDC Energy, Inc.
- [7.](#) Intergovernmental Agreement Concerning Regional Return Flow Replacement Coordination For The Big Thompson and Little Thompson River Basins
- [8.](#) Fourth Amendment to Franchise Agreement
- [9.](#) January 2023 Financial Statements

The Community That Cares

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TOWN MANAGER REPORT

TOWN ATTORNEY REPORT

NEW BUSINESS

- [10.](#) Recurring Fees Request for Operation Services – Johnstown Village Metropolitan District No. 2

PUBLIC HEARING

- [11.](#) Ordinance 2023-242 Amending Article II of Chapter 11 of the Johnstown Municipal Code concerning Use and Excavation of Public Right-of-way.

COUNCIL REPORTS AND COMMENTS

MAYOR’S COMMENTS

INFORMATIONAL ITEMS

- [12.](#) Informational Items

ADJOURN

AMERICANS WITH DISABILITIES ACT NOTICE

In accordance with the Americans with Disabilities Act, and other applicable laws, persons who need accommodation in order to attend or participate in this meeting should contact Town Hall at (970) 587-4664 no later than 48 hours before the meeting in order to request such assistance.



Town of Johnstown

TOWN COUNCIL REGULAR MEETING
450 S. Parish, Johnstown, CO
Monday, February 06, 2023 at 7:00 PM

MINUTES

CALL TO ORDER

Mayor Lebsack called to order the February 6, 2023 Regular Council meeting at 7:00 p.m. and led the Pledge of Allegiance.

Pledge of Allegiance

ROLL CALL

Present:

Berg

Dominguez

Mellon

Morris

Young

Lebsack

Absent:

Molinar

AGENDA APPROVAL

Councilmember Mellon moved to approve the agenda.

Councilmember Berg provided the second and the motion passed.

SPECIAL PRESENTATIONS

1. Business of the Month

Sarah Crosthwaite, Economic Development Manager, presented Business of the Month to TBK Bank.

PUBLIC COMMENT

There was no public comment.

CONSENT AGENDA

Councilmember Mellon moved to approve the consent agenda.

Councilmember Morris seconded and the motion passed with all in favor.

2. January 18, 2023 Meeting Minutes
3. Ordinance 2023-238 Approving the North Ridge PUD Outline Development Plan Amendment No 1, on Second Reading
4. Ordinance 2023-239 Annexing Rieder Farm on Second Reading
5. Ordinance 2023-40 Zoning the Rieder Farms property, on Second Reading

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6. Annexation Agreement for Rieder Farm Annexation, with Platte Land and Water, LLC
7. January 2023 List of Bills

TOWN MANAGER REPORT

8. Town Manager's Report

Matt LeCerf, Town Manager, noted Council was provided a copy of a recent letter sent to Xcel Energy.

TOWN ATTORNEY REPORT

There was no Town Attorney Report.

OLD BUSINESS

There was no old business on the agenda.

PUBLIC HEARING

9. New Fermented Malt Beverage Liquor License Application for CF Altitude LLC dba Alta #6332.

Mayor Lebsack opened the public hearing for this item.

Hannah Hill, Town Clerk, presented staff findings of the liquor application.

Patrick Mahooney, Alcohol Petitioning Services, spoke to the needs and desires petition, noting it was completed between January 13, and January 23rd, 2023.

Dennis Dirkse, Vice President Operation for Alta #6332, made a statement to Council noting training and ID verification.

Council requested clarification on violations for underage selling.

Mayor Lebsack opened public comment to parties of interest for those in favor of this item, to which there was none.

Mayor Lebsack closed the public hearing.

Councilmember Mellon moved to approve the Fermented Malt Beverage Liquor License for CF Altitude LLC dba Alta #6332 and authorize the Mayor to sign the Order Granting a Fermented Malt Beverage License.

Councilmember Young seconded and the motion passed.

10. Resolution 2023-06 Setting a Public Hearing for Archdiocese Annexation No 1 and No 2

Mayor Lebsack opened the public hearing.

Town Attorney Rocklin noted this item is not a public hearing item and noted it should be heard as a resolution to set the date for the public hearing.

Mayor Lebsack closed the public hearing.

Kim Meyer, Planning and Building Director, noted the location of this item.

Councilmember Mellon moved to approve Resolution 2023-06 finding substantial compliance for initiating the Archdiocese Annexations No. 1 & 2 and setting a public hearing date.

Councilmember Berg provided the second and the motion passed.

11. Public Hearing - Resolution 2023-07 Approving the Preliminary/Final Subdivision Plat and Preliminary/Final Development Plan for East Ledge Rock Center Subdivision Filing No. 3

Mayor Lebsack opened the public hearing for Resolution 2023-07.

Ms. Meyer noted this resolution is for the single family development and noted major streets and infrastructure will be provided with adjacent developments. Council asked for clarification on the development of the open space, and where the multi-family apartments would be located.

Mayor Lebsack opened public comment for those in favor of this item, to which there was none.

Mayor Lebsack opened public comment for those opposed to this item.

Jim Hatfield, Johnstown resident, spoke in opposition of this resolution.

Mayor Lebsack closed the public hearing.

Councilmember Morris moved based on findings and analysis presented at this hearing, I move to approve Resolution 2023-07.

Councilmember Mellon seconded and the motion passed.

12. Ordinance 2023-241 Approving the Outline Development Plan for High Plains Estates PUD

Mayor Lebsack opened the public hearing for this item.

Ms. Meyer reviewed the history and location of this property, and noise concerns that were brought up at the Planning and Zoning Commission, noting that a noise study would be conducted. A neighborhood meeting was held in October 2022 along with the Planning and Zoning Commission hearing on January 25, 2023.

The applicant, Tim Buschar, Project Director from View Homes, presented to Council. Mr. Buschar reviewed current subdivisions and current developments before reviewing the proposed architecture of various home types.

Mayor Lebsack opened public comment for those in favor of this item, to which there was none.

Mayor Lebsack opened public comment for those opposed to this item, to which there was none.

Councilmember Berg moved based on findings and analysis presented at this hearing, that the Council approve Ordinance 2023-241, approving the Outline Development Plan (ODP) for High Plains Estates P.U.D. on first reading.

Councilmember Morris seconded and the motion passed.

NEW BUSINESS

13. Agreement Between the Town of Johnstown and MWH Constructors, Inc for Professional Services Related to Construction Manager at Risk Services for the Water Treatment Plant Expansion

Ellen Hilbig, Utilities Director, presented this item to Council noting the request for proposal process and expressed recommendation to approve the big to MWH Constructors.

Tom Hall, from MWH Constructors out of Broomfield Colorado was also present.

Council asked for justification on the cost evaluation that was submitted. Mr. Hall noted the numbers provided were maximum numbers.

Councilmember Mellon moved to approve the Agreement between the Town of Johnstown and MWH Constructors, Inc for Construction Manager at Risk professional services on the Water Treatment Plant Expansion project in the amount of \$259,080.00

Councilmember Young seconded and the motion passed with one abstaining.

14. Subdivision Development and Improvement Agreement for East Ledge Rock Center Filing No. 3

Ms. Meyer presented this item and noted a future need for a water tank on the west side of Johnstown, and this subdivision would be contingent on the East Ledge Rock Center Filing No. 2.

Councilmember Berg moved to approve the Subdivision Development and Improvement Agreement for East Ledge Rock Center Subdivision Filing No. 3

Councilmember Morris seconded and the motion passed.

15. Water and Sewer Service Agreement for East Ledge Rock Center Filing No. 3

Ms. Meyer noted this item is water that is coming out of an existing developer water bank. Council noted this developer is coming with water.

Councilmember Mellon moved to approve the Water & Sewer Service Agreement for East Ledge Rock Center Subdivision Filing No. 3.

Councilmember Young seconded and the motion passed.

16. Consideration of Resolution 2023-08 approving the Economic Incentive Agreement Between The Town of Johnstown and Project Arsenal

Ms. Crosthwaite noted the applicant has leased a warehouse in the 25/34 area to be utilized as an ecommerce fresh food distribution center. This would bring 160 employee opportunities dependent on market demand and growth. Ms. Crosthwaite also noted the requirements the applicant would be required to meet to qualify for the incentive.

Chadrick Garcia, the representative for Project Arsenal, noted the anticipated go live date to customers would be the end of February.

Councilmember Morris moved to approve Resolution 2023-08 regarding the Economic Incentive Agreement Between the Town of Johnstown and Project Arsenal

Councilmember Berg seconded and the motion passed.

COUNCIL REPORTS AND COMMENTS

Councilmember Dominguez expressed birthday wishes to Councilmember Morris.

Councilmember Morris thanked Town Staff for the snow removal.

Councilmember Mellon asked for clarification on the information section of the packet for the Loveland Fire Rescue Authority and asked the Town Manager to seek information on a Councilmember seat on that board as well.

MAYOR’S COMMENTS

Mayor Lebsack noted the invitation for Loveland Fire Rescue Authority appreciation dinner.

INFORMATIONAL ITEMS

Informational items were included in the packet.

17. Informational Items

ADJOURN

Mayor Lebsack adjourned the February 6, 2023 meeting at 8:48 pm.

Gary Lebsack, Mayor

Hannah Hill, Town Clerk



Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: February 22, 2023

SUBJECT: Ordinance 2023-241 Approving High Plains Estates P.U.D. Outline Development Plan

ATTACHMENTS:

1. Ordinance 2023-241
2. High Plains Estates Outline Development Plan

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

The Council held a public hearing on February 6, 2023, and approved Ordinance No. 2023-241 on first reading.

The High Plains Estates PUD Outline Development Plan will supersede the prior Klein 125 Annexation ODP.

LEGAL ADVICE:

The Town Attorney drafted the Ordinance.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION:

Approve Ordinance 2023-241 Approving High Plains Estates P.U.D. Outline Development Plan.

Reviewed and Approved for Presentation,

Town Manager

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**TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2023-241**

**APPROVING P.U.D. OUTLINE DEVELOPMENT PLAN FOR HIGH
PLAINS ESTATES, LOCATED IN THE NORTHEAST QUARTER OF
SECTION 2, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH
P.M., COUNTY OF WELD, STATE OF COLORADO, CONSISTING
OF APPROXIMATELY 121.160 ACRES**

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

WHEREAS, High Plains Estate JV, LLC, a Delaware limited liability company (“Applicant”), submitted an application to the Town for approval of a P.U.D. Outline Development Plan for a development known as High Plains Estates (“High Plains Estates Outline Development Plan”), located in the Northeast Quarter of Section 2, Township 4 North, Range 68 West of the 6th P.M., County of Weld, State of Colorado, consisting of approximately 121.160 acres (“Property”); and

WHEREAS, the Property is subject to an existing outline development plan, known as the Klein 125 Annexation Outline Development Plan, approved on or about May 3, 2004; and

WHEREAS, the Applicant seeks to replace the Klein 125 Annexation Outline Development Plan with the High Plains Estates Outline Development Plan and develop the Property pursuant to the High Plains Estates Outline Development Plan; and

WHEREAS, on January 25, 2023, the Planning and Zoning Commission held a public hearing and recommended approval of the High Plains Estates Outline Development Plan; and

WHEREAS, on February 6, 2023, the Town Council held a public hearing concerning approval of the High Plains Estates Outline Development Plan; and

WHEREAS, after considering the Planning and Zoning Commission’s recommendation for approval, reviewing the file and conducting such public hearing, Town Council found that the High Plains Estates Outline Development Plan satisfies the factors set forth in the Johnstown Municipal Code and is consistent with the Johnstown Area Comprehensive Plan; and

WHEREAS, based on the foregoing, the Town Council desires to approve the High Plains Estates Outline Development Plan.

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

Section 1. P.U.D. Outline Development Plan Approval. The High Plains Estates Outline Development Plan, located in the Northeast Quarter of Section 2, Township 4 North, Range 68 West of the 6th P.M., County of Weld, State of Colorado, consisting of approximately 121.160 acres, attached hereto and incorporated herein by reference as Exhibit A, is hereby approved.

Section 2. Supersede and Replace. The High Plains Estates Outline Development Plan shall supersede and replace the Klein 125 Annexation Outline Development Plan, approved on or about May 3, 2004.

Section 3. Effective Date. This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Home Rule Charter of the Town of Johnstown, Colorado (“Charter”) and the adoption, posting and publication shall be authenticated by the signature of the Mayor and the Town Clerk. This Ordinance shall become effective upon final passage as provided by the Charter. Copies of the entire Ordinance are available at the office of the Town Clerk.

INTRODUCED AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this 6 day of February, 2023.

ATTEST:

By: Hannah Hill
Hannah Hill, Town Clerk



TOWN OF JOHNSTOWN, COLORADO

By: Gary Lebsack
Gary Lebsack, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this _____ day of _____, 2023.

ATTEST:

By: _____
Hannah Hill, Town Clerk

TOWN OF JOHNSTOWN, COLORADO

By: _____
Gary Lebsack, Mayor

HIGH PLAINS ESTATES OUTLINE DEVELOPMENT PLAN

AMENDMENT NO. 1 TO KLEIN 125 ANNEXATION OUTLINE DEVELOPMENT PLAN

A PARCEL LOCATED IN THE NORTHEAST QUARTER OF SECTION 2,
TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF WELD, STATE OF COLORADO

COVER SHEET

LEGAL DESCRIPTION

LOT B RECORDED EXEMPTION NO. 1061-2-1-RE 1488, RECORDED JUNE 2, 1993, AT RECEPTION NO. 2335286, BEING A PART OF THE E 1/2 OF THE NE 1/4 OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO,

AND

THE W 1/2 OF THE NE 1/4 OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M. LESS THAT PORTION CONTAINED IN THAT DEED RECORDED AUGUST 11, 2003, AT RECEPTION NO. 3094025, AND EXCEPT THAT PORTION CONVEYED TO THE TOWN OF JOHNSTOWN IN DEED RECORDED JULY 22, 2021, UNDER RECEPTION NO. 4738022, COUNTY OF WELD, STATE OF COLORADO

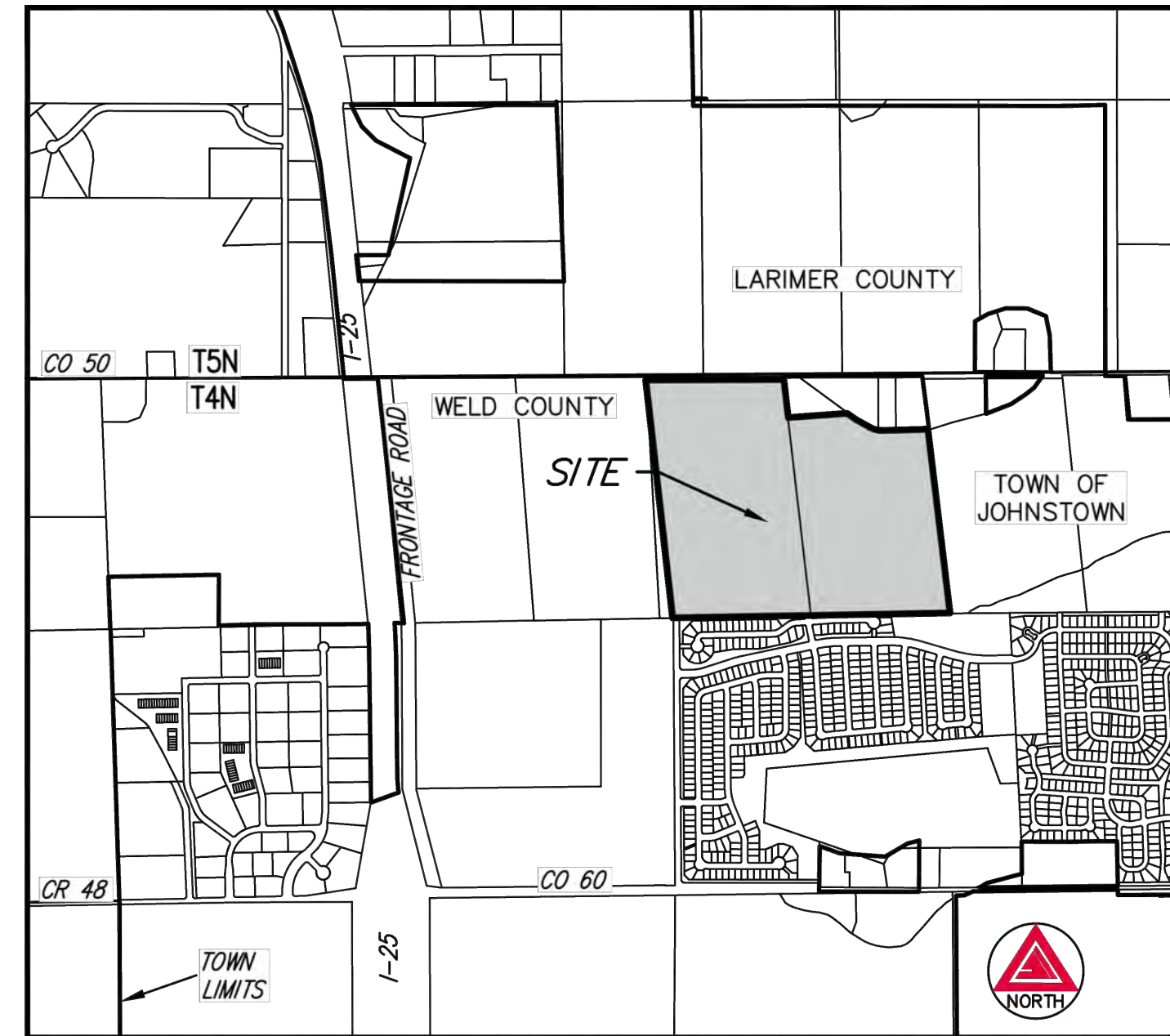
TOTAL ACREAGE: 121.160

GENERAL NOTES

- ACCESS POINTS SHOWN ON THIS ODP ARE APPROXIMATE. EXACT LOCATION TO BE DETERMINED DURING THE PRELIMINARY AND FINAL PLATTING PROCESS BASED ON THE FINAL TRAFFIC IMPACT STUDY.
- LOCAL AND COLLECTOR STREETS MAY CHANGE LOCATION, SIZE AND CONFIGURATION AT TIME OF PLATTING. LOCAL AND COLLECTOR STREETS SHALL CONFORM TO THE TOWN OF JOHNSTOWN STREET STANDARDS AT THE TIME OF PLATTING.
- ALL DENSITIES AND UNIT COUNTS ARE PROJECTIONS. FINAL DENSITIES TO BE DETERMINED AT TIME OF PLATTING. DENSITY OF ANY GIVEN PHASE SHALL NOT EXCEED THE MAXIMUM DENSITY INDICATED WITHIN THE PLANNING AREA. ACTUAL NUMBER OF UNITS WILL BE DETERMINED AT TIME OF SUBDIVISION PLATTING.
- GROSS DENSITY SHALL NOT EXCEED 5 DU/AC.
- AREAS OF DEVELOPMENT PARCELS SHOWN ARE APPROXIMATE AND MAY VARY. EXACT LOT SIZES WILL BE DETERMINED WITH EACH PRELIMINARY AND FINAL SUBDIVISION SUBMITTAL.
- FINAL CONFIGURATION OF PARCELS, OPEN SPACE AREAS AND STREETS MAY VARY FROM THAT SHOWN.
- WHERE A PROPOSED USE IS NOT LISTED IN THE ODP, IT MAY BE ALLOWED IF DETERMINED BY THE TOWN OF JOHNSTOWN TO BE SIMILAR IN CHARACTER AND OPERATION, AND HAVING THE SAME OR LESSER IMPACT, AS USES THAT ARE ALLOWED.
- ALL DRAINAGE ELEMENTS ARE CONCEPTUAL IN NATURE AND FINAL DETERMINATION OF THE DRAINAGE SYSTEM, TO INCLUDE THE PLACEMENT OF DETENTION/RETENTION PONDS, CHANNELS, AND STORM SEWER, WILL BE MADE DURING THE PRELIMINARY AND FINAL DRAINAGE REPORTS AND DURING THE PRELIMINARY DEVELOPMENT PLAN PROCESS AS A PART OF THE FINAL SUBDIVISION PLATTING.
- LANDSCAPING, SIGNAGE, ARCHITECTURE, NON-RESIDENTIAL PARKING, FENCING AND LIGHTNING FOR DEVELOPMENT WITH THIS PUD SHALL EITHER FOLLOW THOSE APPLICABLE STANDARDS IN THE TOWN OF JOHNSTOWN MUNICIPAL CODE OR THE DEVELOPER MAY FORMULATE DESIGN STANDARDS REGULATING THE DESIGN, CHARACTER, LOCATION AND OTHER DETAILS OF THESE ELEMENTS PRIOR TO THEIR IMPLEMENTATION. THE DEVELOPER FORMULATED DESIGN STANDARDS MUST RECEIVE APPROVAL BY TOWN COUNCIL PRIOR TO IMPLEMENTATION.
- NOISE STUDY: THE APPLICANT WILL CONDUCT A NOISE STUDY FOR THE OIL AND GAS FACILITY AT THE TIME OF FUTURE DEVELOPMENT PLANS THAT INCLUDE THE EASTERN PORTION OF THE HIGH PLAINS ESTATES PUD.

SHEET INDEX

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| 3 | ODP ZONING PLAN |
| 4 | PARKS, TRAILS, AND OPEN SPACE PLAN |
| 5 | ODP DEVELOPMENT STANDARDS AND DESIGN GUIDELINES |
| 6 | LOT TYPICALS |
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| 8 | CIRCULATION PLAN |
| 9 | PHASE 1 MASTER UTILITY REPORT/PLAN |
| 10 | PRELIMINARY MASTER GRADING PLAN |
| 11 | ODP ILLUSTRATIVE CONCEPT PLAN |



VICINITY MAP

DEVELOPMENT PHASING

PHASING WILL OCCUR IN A LOGICAL AND COST EFFECTIVE MANNER BASED ON INFRASTRUCTURE EXTENSION, SITE ACCESS AVAILABILITY OF UTILITY SERVICE, AND MARKET CONDITIONS. THE PROJECT WILL BE BUILT IN MULTIPLE PHASES, AS CONDITIONS DICTATE.

RELATIONSHIP TO TOWN CODE & DEVELOPMENT STANDARDS

THE PROVISIONS OF THIS OUTLINE DEVELOPMENT PLAN (ODP) SHALL PREVAIL AND GOVERN DEVELOPMENT TO THE EXTENT PERMITTED BY THE TOWN OF JOHNSTOWN MUNICIPAL CODE. WHERE STANDARDS, DETAILS, AND GUIDELINES OF THE ODP, PRELIMINARY, OR FINAL DEVELOPMENT PLANS - DO NOT CLEARLY ADDRESS A SPECIFIC SUBJECT OR ARE SILENT, THE JOHNSTOWN MUNICIPAL AND OTHER STANDARDS, REGULATIONS, AND GUIDELINES SHALL BE USED. ALL PROPOSED DEVELOPMENT IS SUBJECT TO TOWN OF JOHNSTOWN REVIEW PROCEDURES.

APPROVALS

OWNERSHIP CERTIFICATION

HIGH PLAINS ESTATE JV LLC

SIGNATURE _____

STATE OF COLORADO }
COUNTY OF _____ }

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2022 BY _____ AND _____ AS _____

MY COMMISSION EXPIRES _____

WITNESS MY HAND AND OFFICIAL SEAL _____ NOTARY PUBLIC

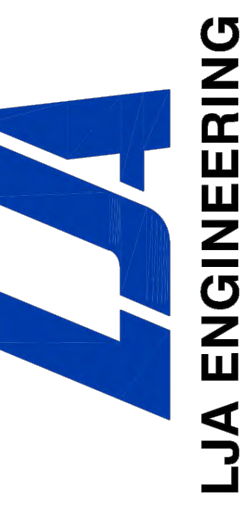
I, _____, ATTORNEY AT LAW, DULY QUALIFIED, INSURED OR LICENSED BY THE STATE OF COLORADO, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE OF ALL LANDS DEPICTED AND DESCRIBED THEREON AND THAT TITLE TO SUCH LAND IS OWNED IN FEE SIMPLE BY (ADD THE NAME) AT THE TIME OF THIS APPLICATION.

NAME OF ATTORNEY _____
SIGNATURE AND REGISTRATION NUMBER _____

TOWN COUNCIL

THIS OUTLINE DEVELOPMENT PLAN, TO BE KNOWN AS _____ IS APPROVED AND ACCEPTED BY THE TOWN OF JOHNSTOWN, BY ORDINANCE NUMBER _____ PASSED AND ADOPTED ON FINAL READING AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO HELD ON THE _____ DAY OF _____.

BY: _____ ATTEST: _____
MAYOR TOWN CLERK



REVISION DESCRIPTION	DATE
2ND ODP SUBMITTAL	10-20-2022
3RD ODP SUBMITTAL	12-20-2022
4TH ODP SUBMITTAL	01-27-2023

HIGH PLAINS ESTATES
JOHNSTOWN, CO
OUTLINE DEVELOPMENT PLAN
COVER

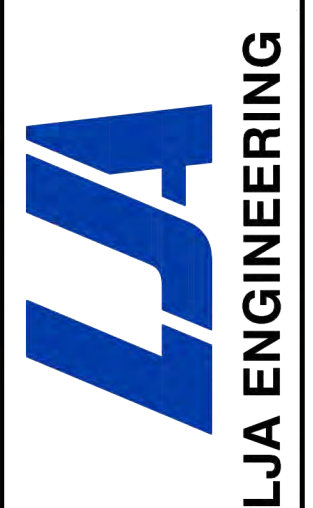
DESIGNED BY: AR
DRAWN BY: AR
CHECKED BY: KZH

SHEET
1 OF 11

HIGH PLAINS ESTATES OUTLINE DEVELOPMENT PLAN

AMENDMENT NO. 1 TO KLEIN 125 ANNEXATION OUTLINE DEVELOPMENT PLAN

A PARCEL LOCATED IN THE NORTHEAST QUARTER OF SECTION 2,
TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
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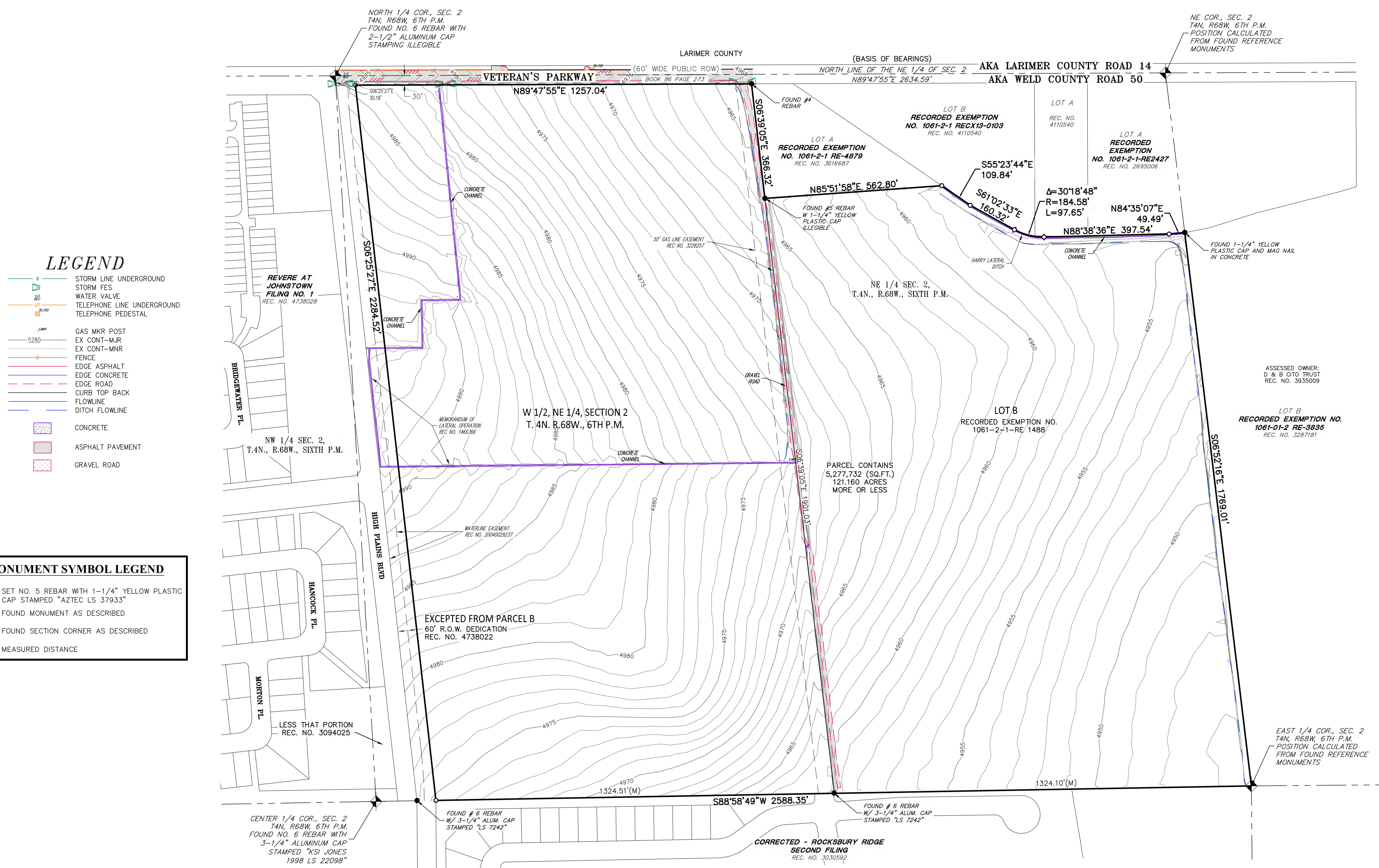
DATE	REVISION DESCRIPTION

HIGH PLAINS ESTATES
JOHNSTOWN, CO

OUTLINE DEVELOPMENT PLAN
EXISTING CONDITIONS SURVEY

DESIGNED BY: JEL
DRAWN BY: JEL
CHECKED BY: JEL

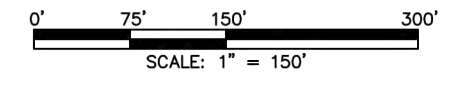
SHEET
2 OF 11



- ### LEGEND
- STORM LINE UNDERGROUND
 - STORM FES
 - WATER VALVE
 - TELEPHONE LINE UNDERGROUND
 - TELEPHONE PEDESTAL
 - GAS MKR POST
 - EX CONT-MJR
 - EX CONT-MNR
 - FENCE
 - EDGE ASPHALT
 - EDGE CONCRETE
 - EDGE ROAD
 - CURB TOP BACK
 - FLOWLINE
 - DITCH FLOWLINE
 - CONCRETE
 - ASPHALT PAVEMENT
 - GRAVEL ROAD

- ### MONUMENT SYMBOL LEGEND
- SET NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED "AZTEC LS 37933"
 - FOUND MONUMENT AS DESCRIBED
 - FOUND SECTION CORNER AS DESCRIBED
 - (M) MEASURED DISTANCE

DEVELOPER TIM BUSCHAR COLA, LLC / VIEW HOMES 719-306-2976	ENGINEER KEVIN LOVELACE LJA ENGINEERING, INC. 1765 WEST 121ST AVENUE SUITE 300 WESTMINSTER, CO 80234 303-421-4224	PLANNER KAREN HENRY HENRY DESIGN GROUP 1501 WAZEE ST UNIT 1-C DENVER, CO 80202 303-446-2368	SURVEYOR JIM LYNCH AZTEC CONSULTANTS, INC 300 EAST MINERAL AVENUE SUITE 1 LITTLETON, CO 80122 303-713-1898
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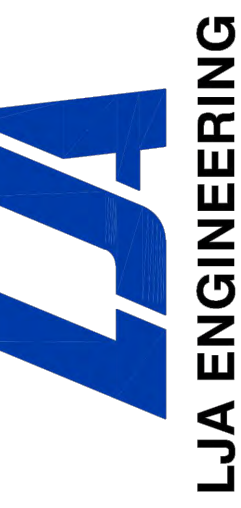


HIGH PLAINS ESTATES OUTLINE DEVELOPMENT PLAN

AMENDMENT NO. 1 TO KLEIN 125 ANNEXATION OUTLINE DEVELOPMENT PLAN

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COUNTY OF WELD, STATE OF COLORADO

ODP ZONING PLAN



1. Statement of Intent

A. Outline Development Plan Amendment
High Plains Estates Outline Development Plan is the 1st Amendment to the Klein 125 Annexation Outline Development Plan. The overall project concept remains the same as originally intended.

B. Neighborhood Concept
The High Plains Estate Residential PUD Outline Development Plan is proposed as a 124.3-acre residential neighborhood. This PUD Document describes the permitted land uses, development intent and development standards for the property to establish and enhance the envisioned community character of an interconnected community. The permitted uses, road network and pedestrian corridors will allow residents to live and recreate in an interconnected community. High Plains Estates will encompass a wide variety of residential housing types attractive to a variety of households. Housing may include single family detached homes, small lot single family homes, paired homes, single family attached or townhomes, cluster homes on auto courts and green courts. The intent is to provide a range of homes of various sizes and price points for a wide demographic. The housing types will be attractive to young professionals, first-time home buyers and young families through all stages of life with the opportunity to move into larger homes within the same community. The community will be cohesively planned, with consistent streetscapes, unified architecture, and pedestrian connectivity between community gathering features.

Features of the PUD include:

1. An interconnected public street system that are bicycle and pedestrian friendly. Collector and arterial streets will be tree lined with detached sidewalks. Trails are provided in open space areas that connect to public and private park amenities within each sub-neighborhood.
2. Homes facing the public streets and green courts will have interesting elevations that are engaging to the passerby thereby enhancing the pedestrian experience.
3. Common open space and parks provide areas for passive and active recreational opportunities.
4. Covenants, conditions, and restrictions will be provided to ensure cohesive architecture and landscaping throughout the neighborhood.

C. General Community Framework

Four Planning Areas are proposed in a four-square configuration with the east-west collector street and abandoned north-south gas line defining the boundaries of the four quadrants. Each planning area is unique based on the adjacent land uses and road network. The four Planning Areas will be unified into a cohesive neighborhood through internal connecting trail systems, parks and road network. A mix of residential types and lot sizes differentiate the four planning areas.

D. Site Design Details

Various design details shall provide a distinguishing character and theme to the neighborhood. These include distinctive fencing, thematic street furnishings, play equipment, entry features, street names, and landscaping. Each sub-neighborhood will reinforce the overall theme of High Plains Estates.

E. Covenants

Architectural design covenants shall provide a standard of quality throughout the neighborhood. High Plains Estates guidelines will complement the Town of Johnstown's design guidelines and will address the attractive placement of fencing, architectural variety and harmony, landscape requirements within private lots, and the prohibition of uses and construction that would undermine neighborhood quality and livability.

The community association or metro district will be responsible for covenant enforcement and for the maintenance of common areas and elements.

F. Neighborhood Compatibility

Compatibility with adjoining neighborhoods will be achieved through either similar residential types and appropriate buffering achieved by landscaping, fencing, and setback or a combination of the above.

2. General Notes

A. Introduction

The purpose of this section is to state general provisions and clarify standards and requirements for development within High Plains Estates.

B. Conflicts

The provisions of this ODP shall prevail and govern the development of the High Plains Estates PUD provided; however, where the provisions of this ODP do not clearly address a specific subject, the provisions of the Town of Johnstown Municipal Code as amended for the similar underlying Zone District shall apply.

C. Zoning

The proposed zoning for the property is PUD-R, Planned Unit Development Residential. The intent is to allow for medium density residential which will enable the development to provide of a variety of single family detached, single family attached homes, and cluster homes lot types.

D. Density Ranges

Residential density ranges are specified in each Planning Area. The permitted number of dwelling units and density shall be further specified at the time of Preliminary Plat and Preliminary Development Plan and Final Development Plan and Final Plat, if there were changes between preliminary

design and final design due to engineering findings. There is no minimum density required in the Planning Areas.

E. Residential Density Transfer

Transfer of residential dwelling units from Planning Area to Planning Area (Maximum transfer of dwelling units may not exceed 30% of the receiving Planning Area cap density) is permitted. Transfer of units shall be tracked by the developer and a summary shall be provided at time of Final Plat for the Planning Area donating and the Planning Area receiving the transferred units.

Once a Planning Area is fully platted through the Final Plat process any remaining dwelling units as designated on the High Plains Estates ODP, shall remain available for transfer to another Planning Area per the 30% maximum provision as stated above. In no case shall the maximum density of the PUD exceed the total permitted units as specified on the ODP of 725 dwelling units.

F. Planning Area Boundaries

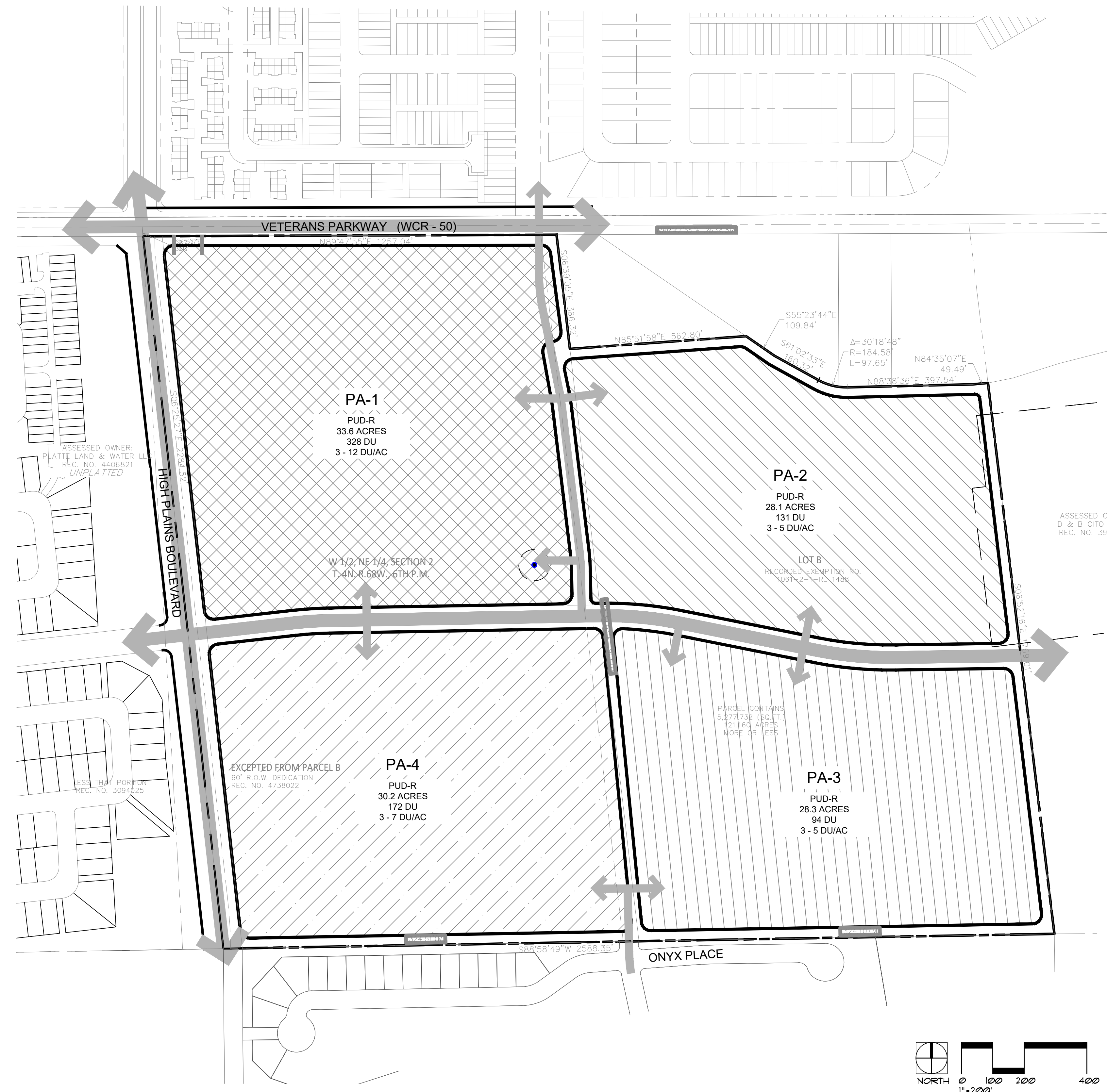
Planning Area acreages and boundaries are conceptual and subject to change with detailed planning and engineering. Planning Area acreages and boundaries may change up to 30%. Such changes will result in corresponding changes to the maximum number of dwelling units for the affected Planning Area(s). Such changes may also result in changes to all street classifications as shown in this ODP document.

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LAND USE SUMMARY

PLANNING AREA	ACREAGE	DENSITY RANGE	MAXIMUM DWELLING UNITS	% OF TOTAL
1	33.6	3 - 12 DU/AC	328	27%
2	28.1	3 - 5 DU/AC	131	23%
3	28.3	3 - 5 DU/AC	94	23%
4	30.2	3 - 7 DU/AC	172	24%
Veterans PKWY	0.9	N/A	N/A	1%
Total	121.1	N/A	725	100%

*NOTE: DENSITY TRANSFERS ARE PERMITTED AS PROVIDED IN NOTE 2E ON SHEET 3 OF 11 OF THIS ODP.



DEVELOPER

TIM BUSCHAR
COLA, LLC / VIEW HOMES
719-306-2976

ENGINEER

KEVIN LOVELACE
LJA ENGINEERING, INC
1765 WEST 121ST AVENUE
SUITE 300
WESTMINSTER, CO 80234
303-421-4224

PLANNER

KAREN HENRY
HENRY DESIGN GROUP
1501 WAZEE ST
UNIT 1-C
DENVER, CO 80202
303-446-2368

SURVEYOR

JIM LYNCH
AZTEC CONSULTANTS, INC
300 EAST MINERAL AVENUE
SUITE 1
LITTLETON, CO 80122
303-713-1898

DATE	REVISION DESCRIPTION
10-20-2022	2ND ODP SUBMITTAL
12-26-2022	3RD ODP SUBMITTAL
01-27-2023	4TH ODP SUBMITTAL

HIGH PLAINS ESTATES
JOHNSTOWN, CO
OUTLINE DEVELOPMENT PLAN
ODP ZONING PLAN

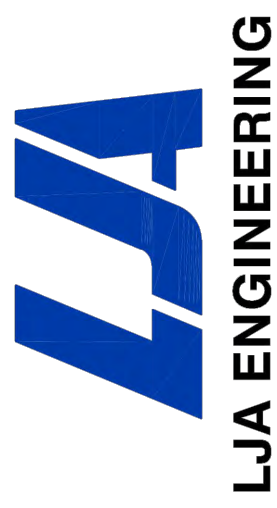
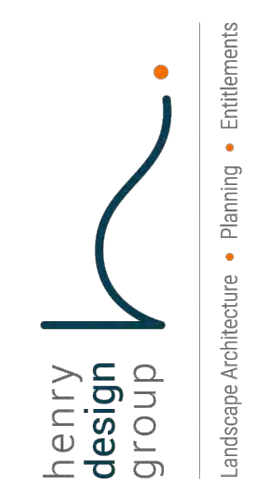
DESIGNED BY: AR
DRAWN BY: AR
CHECKED BY: KZH

HIGH PLAINS ESTATES OUTLINE DEVELOPMENT PLAN

AMENDMENT NO. 1 TO KLEIN 125 ANNEXATION OUTLINE DEVELOPMENT PLAN

A PARCEL LOCATED IN THE NORTHEAST QUARTER OF SECTION 2,
TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF WELD, STATE OF COLORADO

PARK, TRAILS, AND OPEN SPACE PLAN



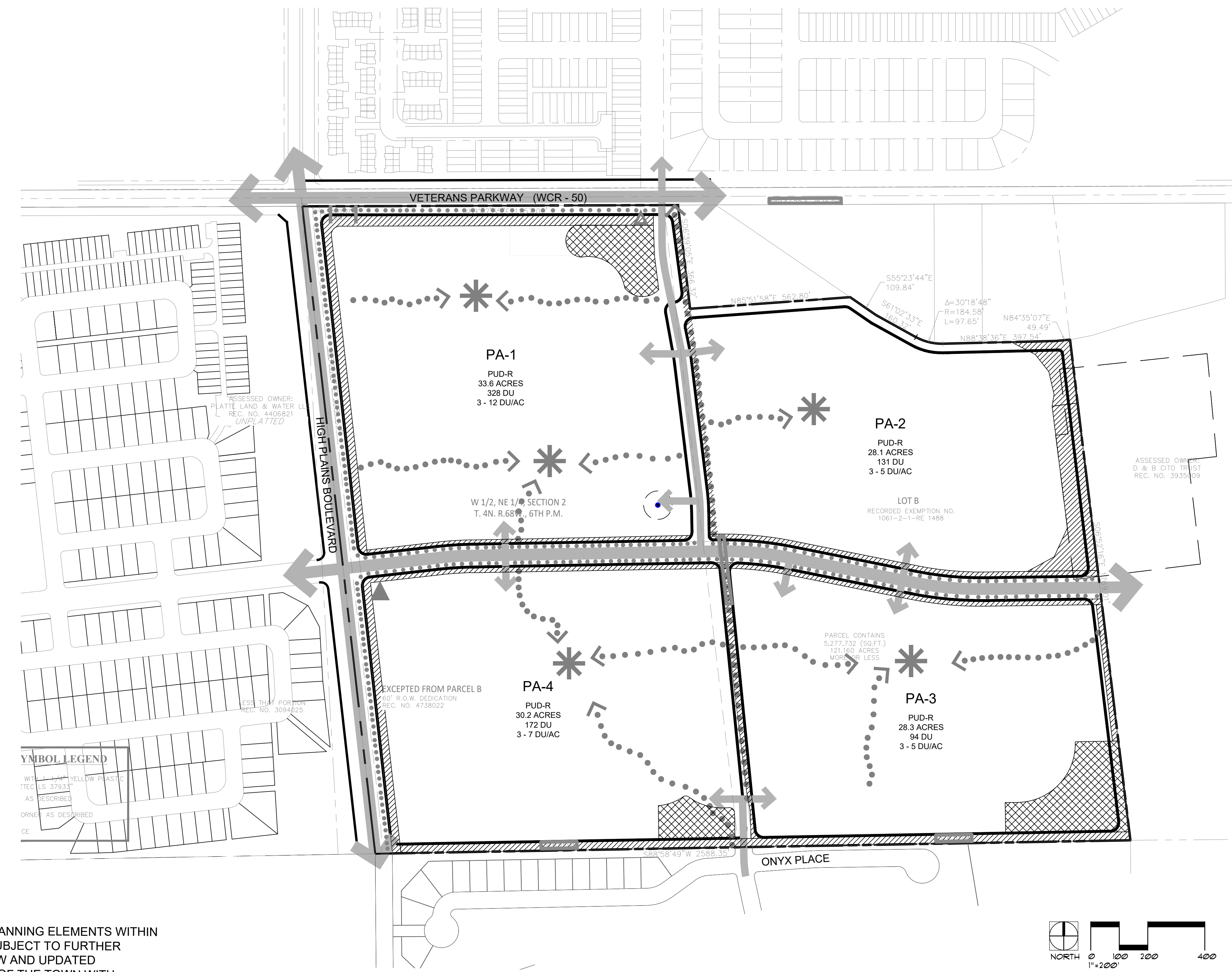
OPEN AREA, PARKS, AND PEDESTRIAN CONNECTIVITY

OPEN AREA

1. FOR THE PURPOSES OF THIS PUD, OPEN AREA SHALL BE PROVIDED AS REQUIRED BY THE TOWN OF JOHNSTOWN CODE AT TIME OF PLATTING
2. PARK/AMENITY LOCATIONS ARE CONCEPTUAL AND WILL BE FINALIZED AT THE TIME OF TIME PRELIMINARY AND FINAL PLATS AND PRELIMINARY AND FINAL DEVELOPMENT PLANS.

PEDESTRIAN CONNECTIVITY

1. DETACHED SIDEWALKS SHALL BE PROVIDED ALONG ALL PUBLIC STREETS.
2. TRAIL LINKAGES WILL ALSO BE PROVIDED WITHIN PORTIONS OF THE INTERNAL OPEN SPACE/PARK AREAS OF HIGH PLAINS ESTATES WITH A 6 OR 8-FOOT-WIDE PAVED TRAIL DEPENDING ON LOCATION. THE FOCUS OF THESE TRAIL CONNECTIONS WILL BE TO CONNECT MEANDERING WALKS ADJACENT TO ARTERIAL AND COLLECTOR STREETS TO THE SIDEWALK LINKAGES ALONG THE RESIDENTIAL AREAS AND INTO THE PARKS/OPEN SPACE AREAS. FINAL TRAIL LOCATIONS WILL BE DETERMINED AT TIME OF FINAL DEVELOPMENT PLAN AND FINAL PLAT.



LEGEND

- 6' - 8' PEDESTRIAN TRAIL
- DETACHED SIDEWALK
- PUBLIC OR PRIVATE PARK / AMENITY
- PRIMARY MONUMENT
- SECONDARY MONUMENT
- LANDSCAPE BUFFER / OPEN SPACE
- DETENTION

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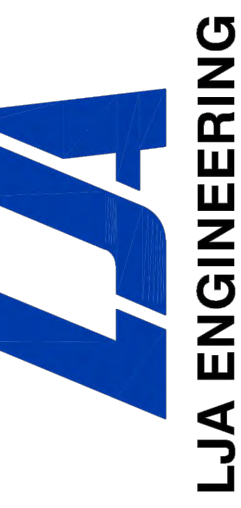
REVISION DESCRIPTION	DATE
2ND ODP SUBMITTAL	10-20-2022
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HIGH PLAINS ESTATES
 JOHNSTOWN, CO
 OUTLINE DEVELOPMENT PLAN
 PARKS, TRAILS, AND OPEN SPACE PLAN

DEVELOPER TIM BUSCHAR COLA, LLC / VIEW HOMES 719-306-2976	ENGINEER KEVIN LOVELACE LJA ENGINEERING, INC 1765 WEST 121ST AVENUE SUITE 300 WESTMINSTER, CO 80234 303-421-4224	PLANNER KAREN HENRY HENRY DESIGN GROUP 1501 WAZEE ST UNIT 1-C DENVER, CO 80202 303-446-2368	SURVEYOR JIM LYNCH AZTEC CONSULTANTS, INC 300 EAST MINERAL AVENUE SUITE 1 LITTLETON, CO 80122 303-713-1898
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DESIGNED BY: AR
 DRAWN BY: AR
 CHECKED BY: KZH

HIGH PLAINS ESTATES OUTLINE DEVELOPMENT PLAN
AMENDMENT NO. 1 TO KLEIN 125 ANNEXATION OUTLINE DEVELOPMENT PLAN
A PARCEL LOCATED IN THE NORTHEAST QUARTER OF SECTION 2,
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COUNTY OF WELD, STATE OF COLORADO
ODP DEVELOPMENT STANDARDS AND DESIGN GUIDELINES



DEVELOPMENT STANDARDS NOTES

A. Permitted Land Uses

Overall, residential neighborhood at a medium density is proposed for a range of 3 to 12 dwelling units per acre (DU/Ac) depending on the Planning Area. Land uses permitted within the High Plains PUD-R district include:

- 1. Traditional Single family detached homes; front and rear loaded homes.
2. Single family attached homes from 2 (paired home) to 6 attached units.
3. Cluster homes.
4. Green court homes.
5. Auto court homes.
6. Carriage homes.
7. Detached garages.
8. Accessory Dwelling Unit (ADU).

B. Definitions

- 1. Single Family Detached Residential is defined as a detached (freestanding and surrounded on all sides by open areas or yards) dwelling designed exclusively for occupancy by one family.
2. Single Family Attached/Townhome Residential is defined as a dwelling containing two (2) to six (6) attached dwelling units, where each home is located side-by-side and totally separated from each other by an unpierced wall extending from ground to roof designed exclusively for occupancy by two or more families living independently of each other.
3. Paired Home is defined as two attached units sharing a common wall with separate entries and separate lots for each unit.
4. Auto Court Home is defined as an arrangement of single family attached or townhomes, single-family detached homes or paired homes sharing a common private access drive.
5. Green Court is defined as a form of development in which three or more single family attached, single family detached, or paired homes are arranged in a side by side lotting configuration and where the front door does not face a public or private street but instead faces a green court open space which acts as a communal front yard, is connected to a public street or private drive, and the development is oriented to direct pedestrian connectivity through the green courts rather than the street/alleys.
6. Cluster Home is any residential grouping of at least two (2) homes which access off a common/shared drive or alley.
7. Accessory Dwelling Unit (ADU) is defined as a secondary dwelling unit located on the same lot as the primary dwelling unit and which functions as a fully capable dwelling unit with its own living, sleeping, cooking, and bathing facilities.
8. Carriage Unit is defined as a single family dwelling located above a garage with separate access to the unit.

C. Development Standards Notes

- 1. Any housing type of a lower density may be developed within a higher density Planning Area as long as it follows the standards of the proposed use type.
2. Alley loaded single family residential may front on a collector or arterial street provided a buffer of 30-feet is provided.

DESIGN GUIDELINES

1. Applicability
These guidelines are intended for use by builders, developers, residents, planners, architects, and engineers for the design and construction of High Plains Estates. These guidelines shall work in concert with the Town of Johnstown codes and guiding documents.

2. Architecture

The intent of the architecture within High Plains Estates is to provide homes, including single family detached homes, single family attached homes, and cluster homes of various architectural designs, colors, and articulation which are complementary to one another but not monotonous. The homes shall relate to the street and create diversity and variety along the streetscape. It is encouraged that the homes have a variety of private outdoor living spaces which may include patios, front porches, or balconies. The elevations shall reflect traditional Colorado styles and neighborhoods, while also allowing complimentary modern designs.

3. Community Design Elements

Community design elements will contribute to making High Plains Estates a quality community. These elements will include internal park amenity areas, connecting open space corridors, landscaped entry features and monumentation, appropriate lighting, pedestrian and bicycle circulation paths, street trees in the front yards of each home, uniform perimeter fencing, and other appropriate design features. The primary entry statement will be at the access point into the neighborhood from High Plains Boulevard and the secondary entry statement will be at Veterans Parkway. These areas will include an entry monument sign with landscaping to provide a pleasing presentation from the street and to announce arrival to the neighborhood. Tertiary monuments with a similar theme of the primary monuments are permitted at the entry to each sub-neighborhood.

4. Buffering

The relationship to the perimeter arterial streets as well as the collector streets will be very important to establish the arrival sequencing of the neighborhood. Therefore, the rear lot lines that abut these major exterior street frontages will be setback from the street right-of-way to provide additional landscape area and visual buffer, and to allow the adjacent sidewalk to meander slightly. This is intended to create an attractive exterior streetscape for this community.

5. Streetscapes

- A. High Plains Estates entries will contain both signage and landscaping that tie into the overall development streetscape design.
B. In order to create an appropriate landscape along Veterans Parkway and High Plains Boulevard, large masses of trees and shrubs are required. Landscaping in the right-of-way (ROW) will be primarily drought tolerant turf or irrigated native seed.
C. Walks will be detached and meander within the ROW and outside of the ROW into the landscape buffer if desired.
D. Medians will be planted in a similar fashion to the ROW landscaping or will be constructed of colored & stamped concrete.
E. Collector & arterial streets planting will be treated in a similar fashion in order to create a unified and significant streetscape image.
F. The streetscape design shall emphasize xeriscape principles and a unique look that sets High Plains Estates apart.
G. Arterial street landscape buffer: A 30' minimum landscape buffer shall be provided along Veterans Parkway and High Plains Boulevard.
H. Collector street landscape buffer: A 20' average landscape buffer shall be provided along the collector streets.
I. Sight distance lines: No planting over 30" in height shall occur within a sight distance lines. Refer to AASHTO requirements Regarding sight distance triangles.

6. Fencing

The fencing program for High Plains Estates will be consistent with a unified design theme throughout the neighborhood. All fencing will be determined at the time of Preliminary and Final Development Plan.

7. Signage

The intent of the signage within High Plains Estates is to create a unified sign program including primary monument signs, secondary, and tertiary signs announcing arrival into the overall community and sub neighborhoods. The signage shall incorporate the neighborhood theme including logo, name, color scheme, and materials as the unifying design elements. Signage locations and design shall be indicated at the time of Preliminary and Final Development Plan. All signage shall be permitted through the Town and in accordance with the Town's Sign Code.

8. Lighting

Lighting within High Plains Estates will include streetlights in accordance with Town of Johnstown Public Works requirements. Private lighting within the neighborhood shall consist of downcast varieties and shall not cast any glare on adjacent land uses or rights-of-way. Location, style, height, and function shall reinforce the neighborhood design theme. All lighting shall be indicated at the time of Preliminary and Final Plat and Preliminary and Final Development Plan.

PLANNED UNIT DEVELOPMENT - RESIDENTIAL DISTRICT (PUD - R) RESIDENTIAL DEVELOPMENT STANDARDS

Table with columns: PLANNING AREA, PA-1 Residential Medium, PA-2 Residential Medium, PA-3 Residential Medium, PA-4 Residential Medium, Johnstown Municipal Code, ACCESSORY USES AND DWELLING UNITS. Rows include Permitted Primary Land Use, Secondary Permitted Use, Land Area, Permitted Gross Density, Minimum lot size, Front/rear loading, SFA, Pairs, Maximum Building Height, Minimum Building Setbacks, Building Separation Fee Simple Lots, Building Separation - all home types on a common lot, Perimeter buffer, Encroachments permitted into Setbacks, and Parking.

DEVELOPER

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ENGINEER

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Table with columns: DATE, REVISION DESCRIPTION, 2ND ODP SUBMITTAL, 3RD ODP SUBMITTAL, 4TH ODP SUBMITTAL. Rows for 10-20-2022, 12-26-2022, 01-27-2023.

HIGH PLAINS ESTATES
JOHNSTOWN, CO
OUTLINE DEVELOPMENT PLAN
ODP DEVELOPMENT STANDARDS AND DESIGN GUIDELINES

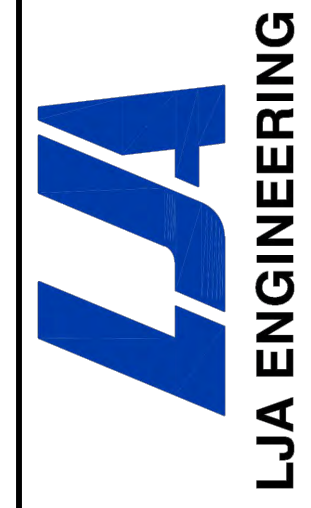
DESIGNED BY: AR
DRAWN BY: AR
CHECKED BY: KZH

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LOT TYPICALS

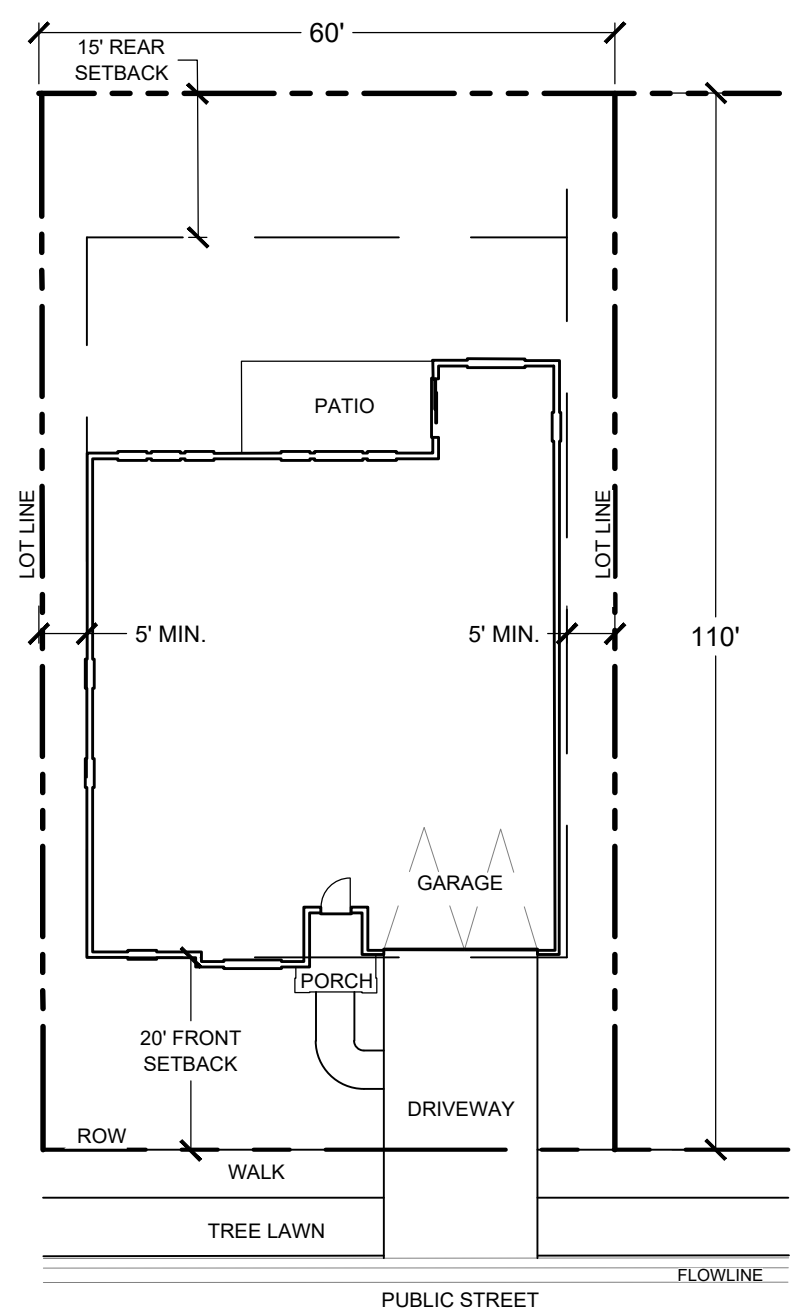


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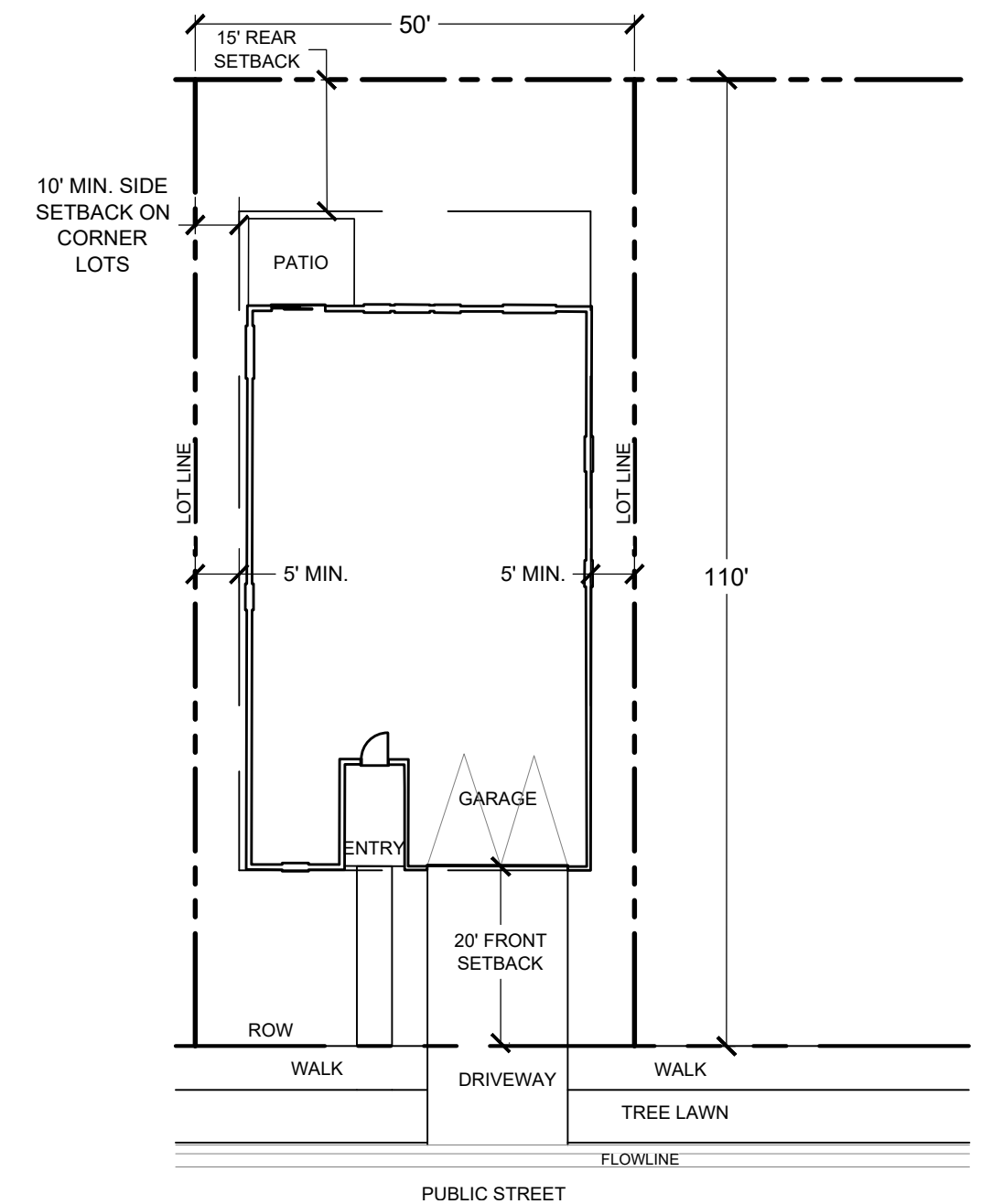
HIGH PLAINS ESTATES
JOHNSTOWN, CO
OUTLINE DEVELOPMENT PLAN- LOT TYPICALS

DESIGNED BY:	AK
DRAWN BY:	AK
CHECKED BY:	KZH

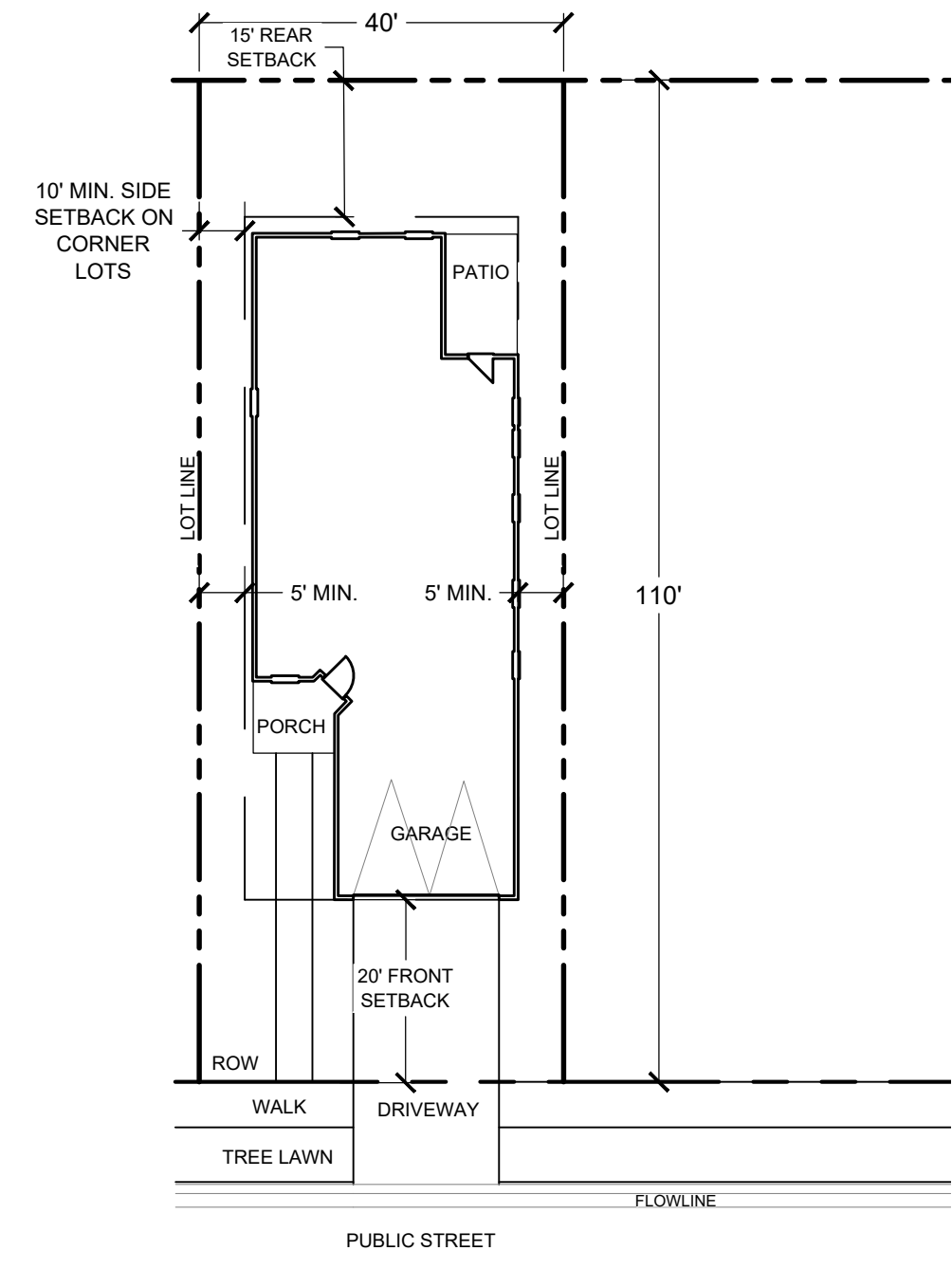
SHEET
6 OF 11



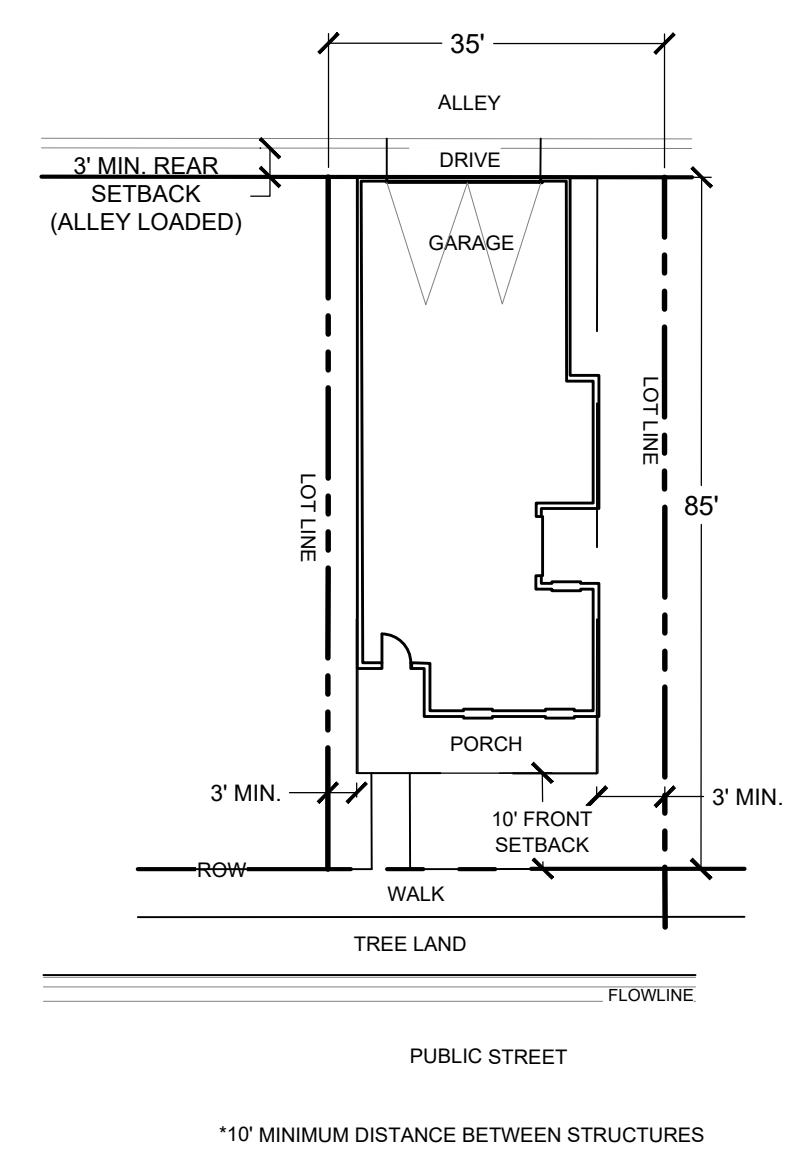
50' SINGLE FAMILY DETACHED
FRONT LOADED 60' LOT TYPE



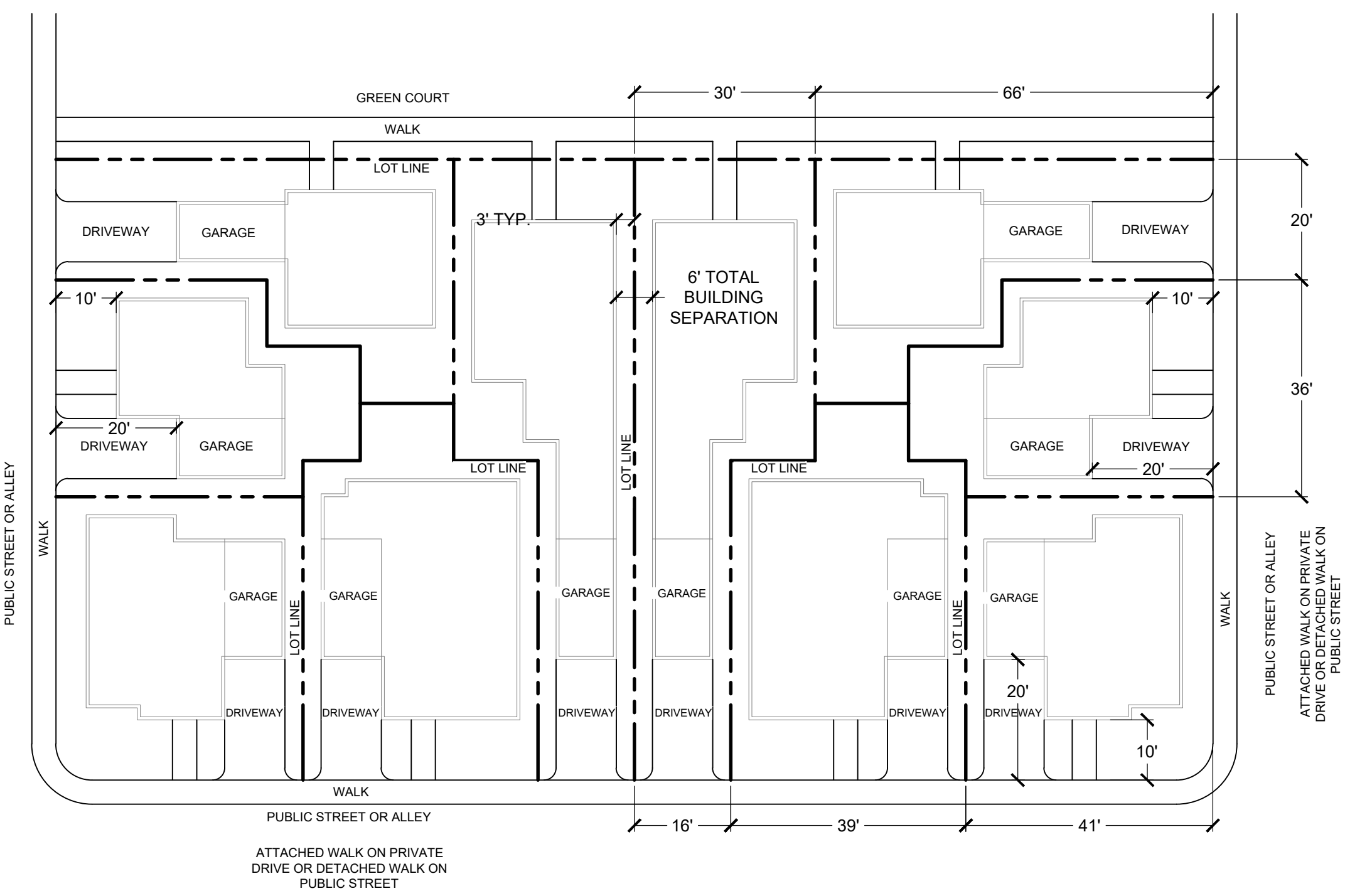
40' SINGLE FAMILY DETACHED
FRONT LOADED 50' LOT TYPE



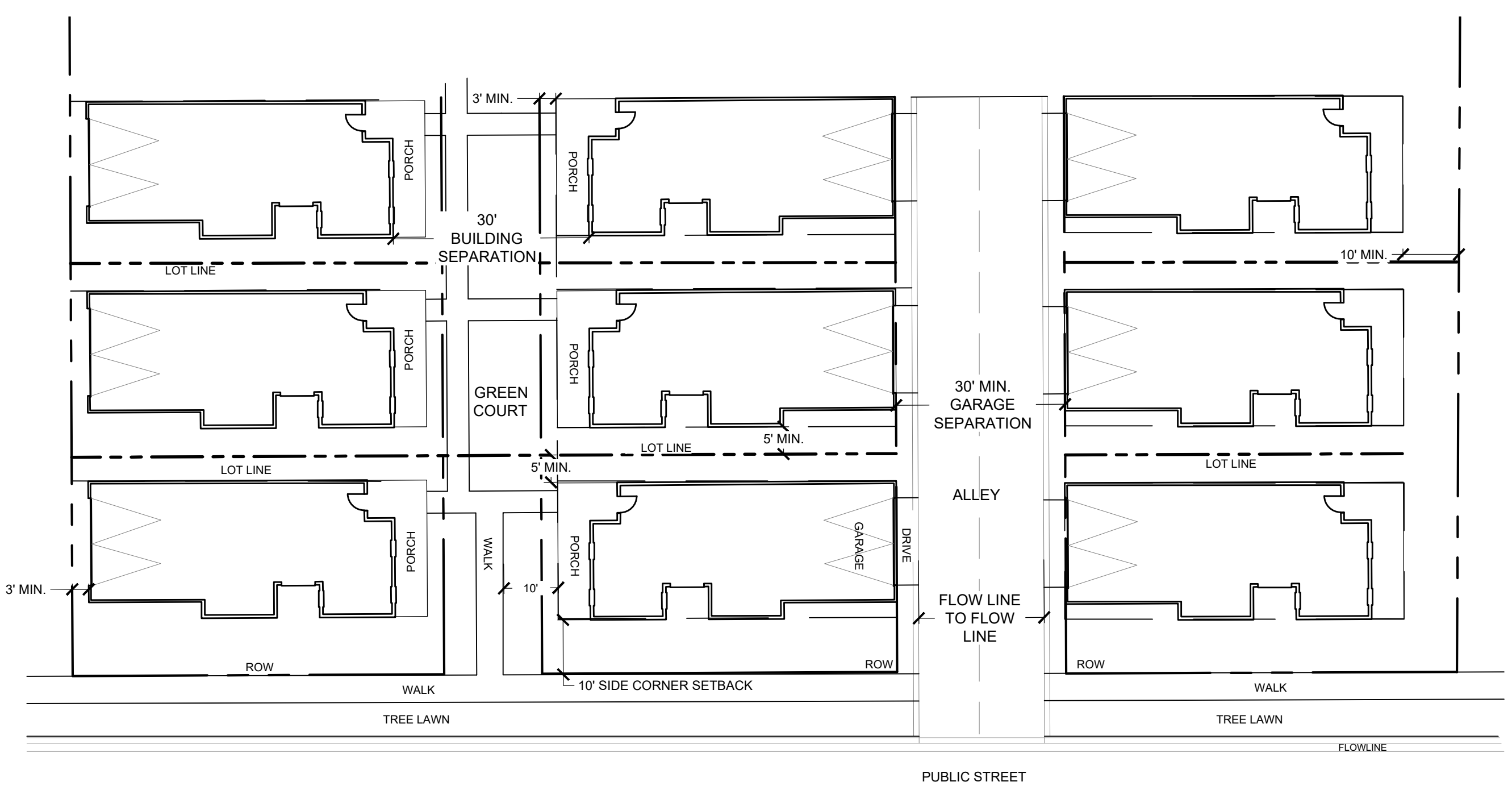
30' SINGLE FAMILY DETACHED
FRONT LOADED 40' LOT TYPE



SINGLE FAMILY DETACHED 'NOOK'
ALLEY LOADED 35' LOT TYPE



CLUSTER HOMES



GREENCOURT

NOTE:
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719-306-2976

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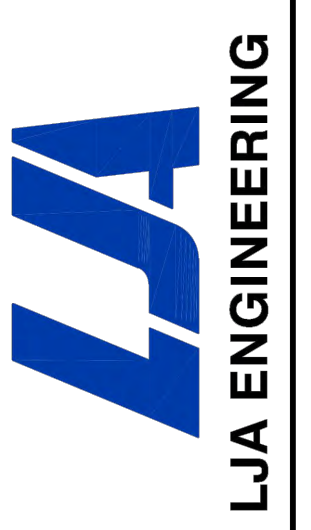
JIM LYNCH
AZTEC CONSULTANTS, INC
300 EAST MINERAL AVENUE
SUITE 1
LITTLETON, CO 80122
303-713-1898

HIGH PLAINS ESTATES OUTLINE DEVELOPMENT PLAN

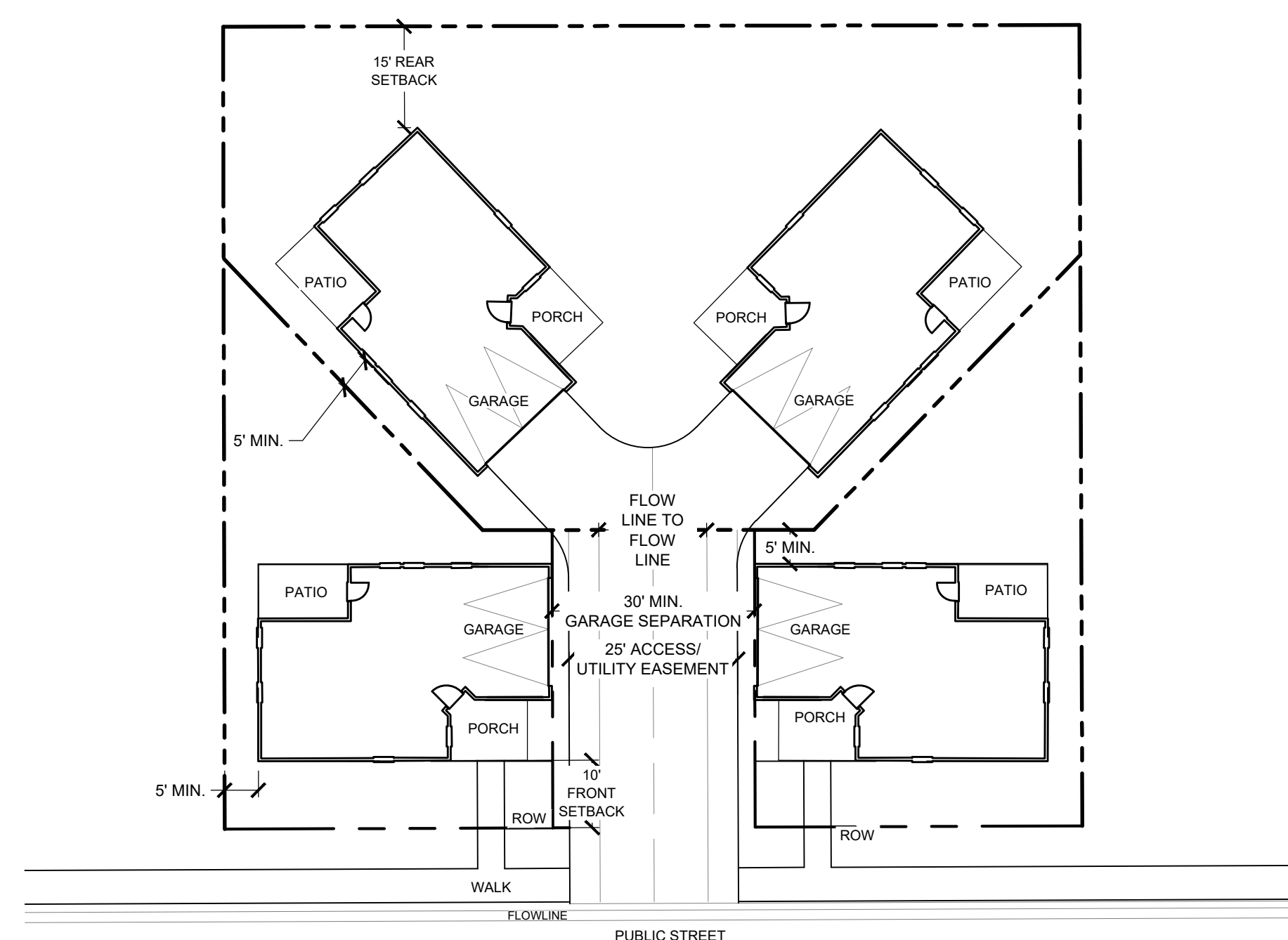
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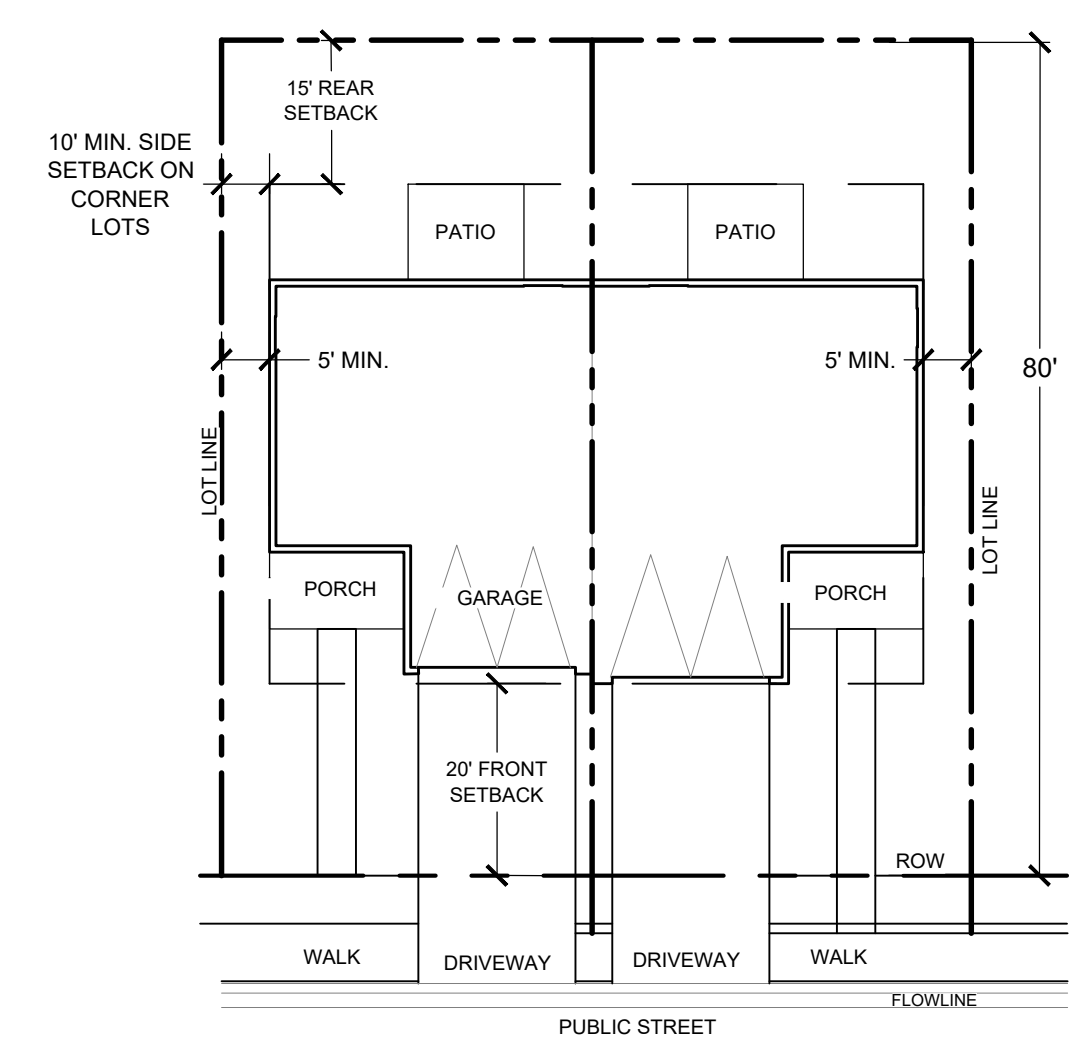
LOT TYPICALS



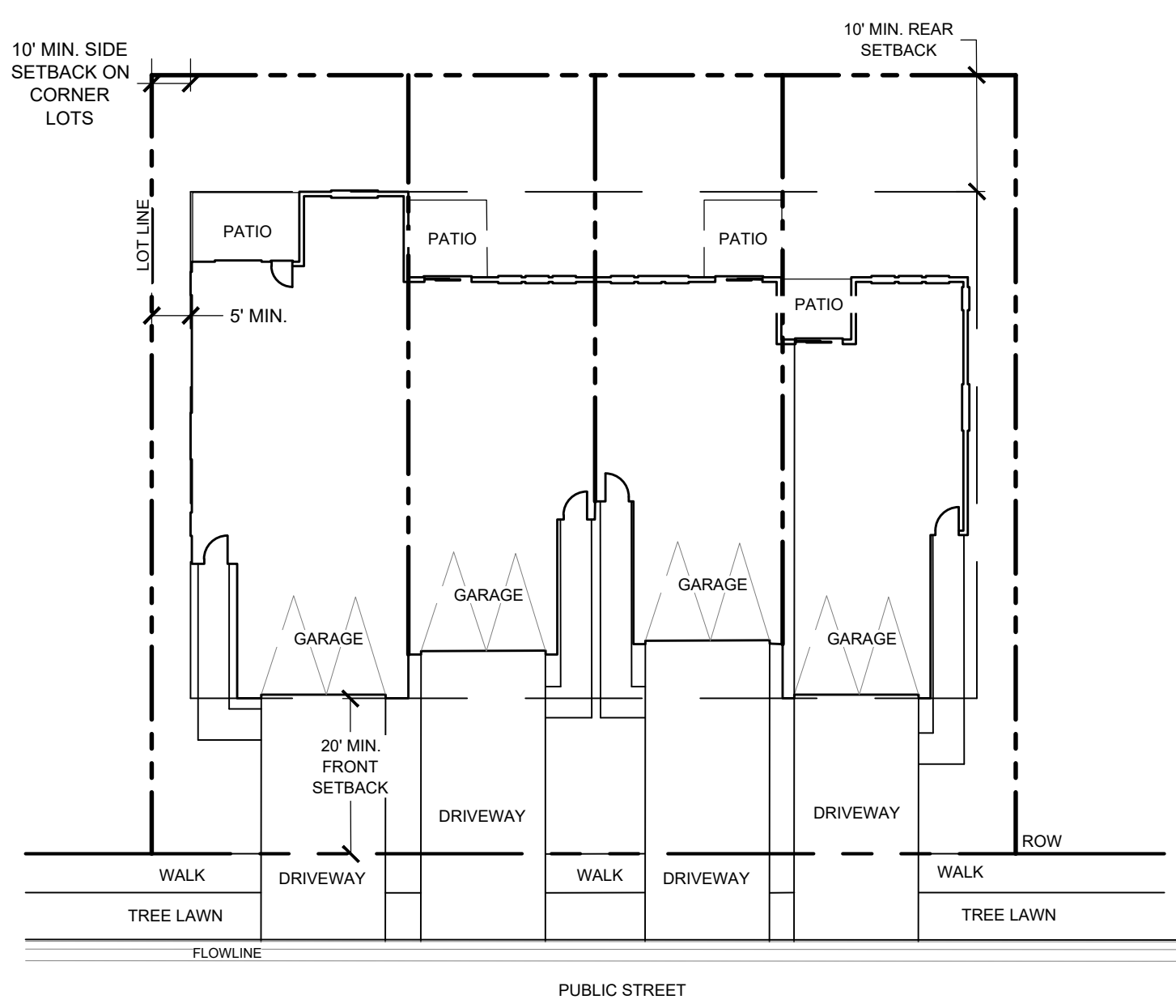
HIGH PLAINS ESTATES – PRELIMINARY LOT MIX			
Typical Lot Frontage	Lot Size	Home Type	Estimated Number of Dwelling Units
60-feet	6,000 SF and greater	SFD	94
50-feet	5,000 SF	SFD	107
40-feet	4,000 SF	SFD	131
35-feet- rear load	3,000 SF	SFD	121
25-feet- rear load	2,000 SF	Pairs	272
30-feet front load	2,400 SF		
20-feet	1,320 SF	Cluster	725
22-feet	1,760 SF	Townhomes	
Max Number of Dwelling Units			725



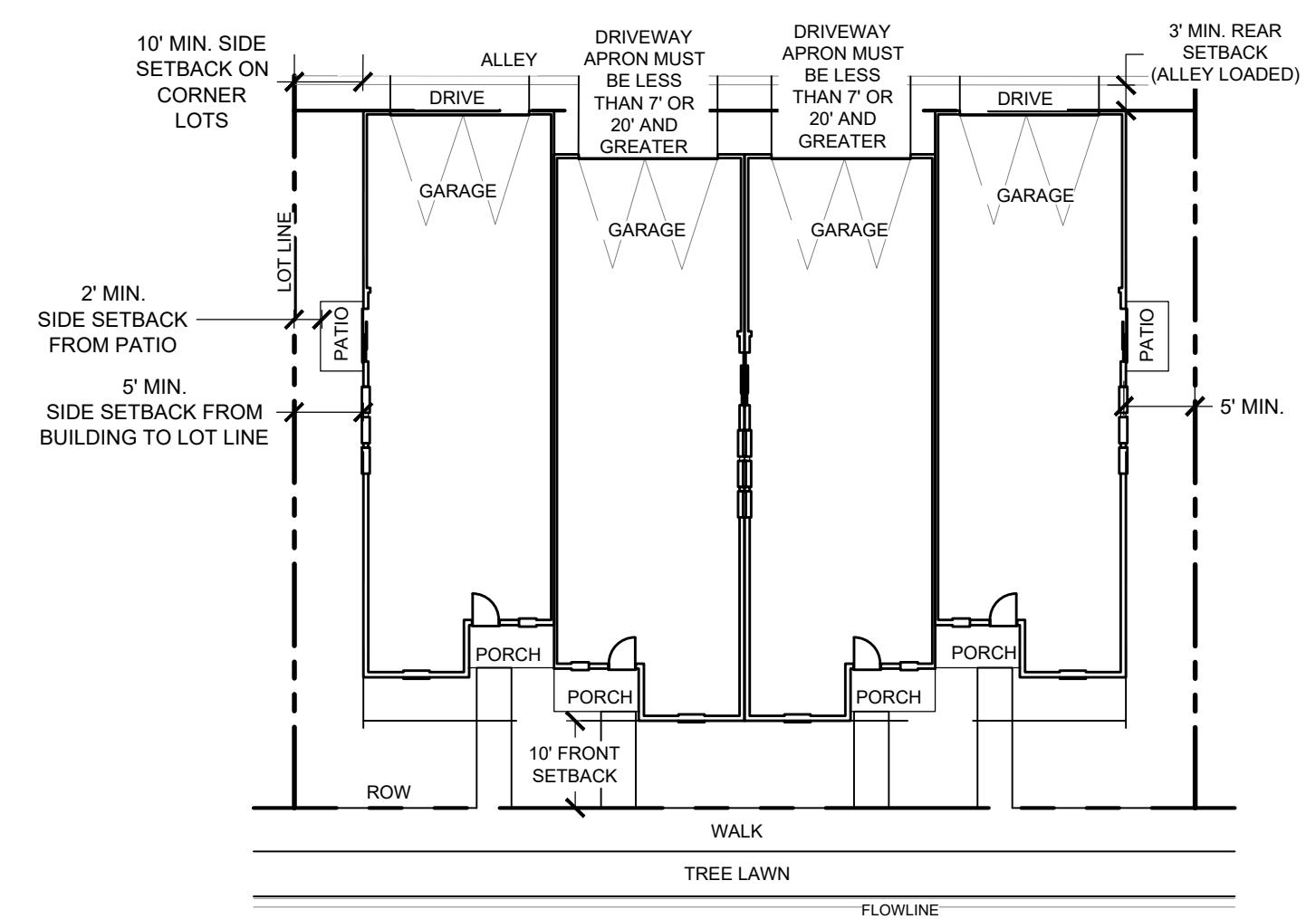
AUTO COURT



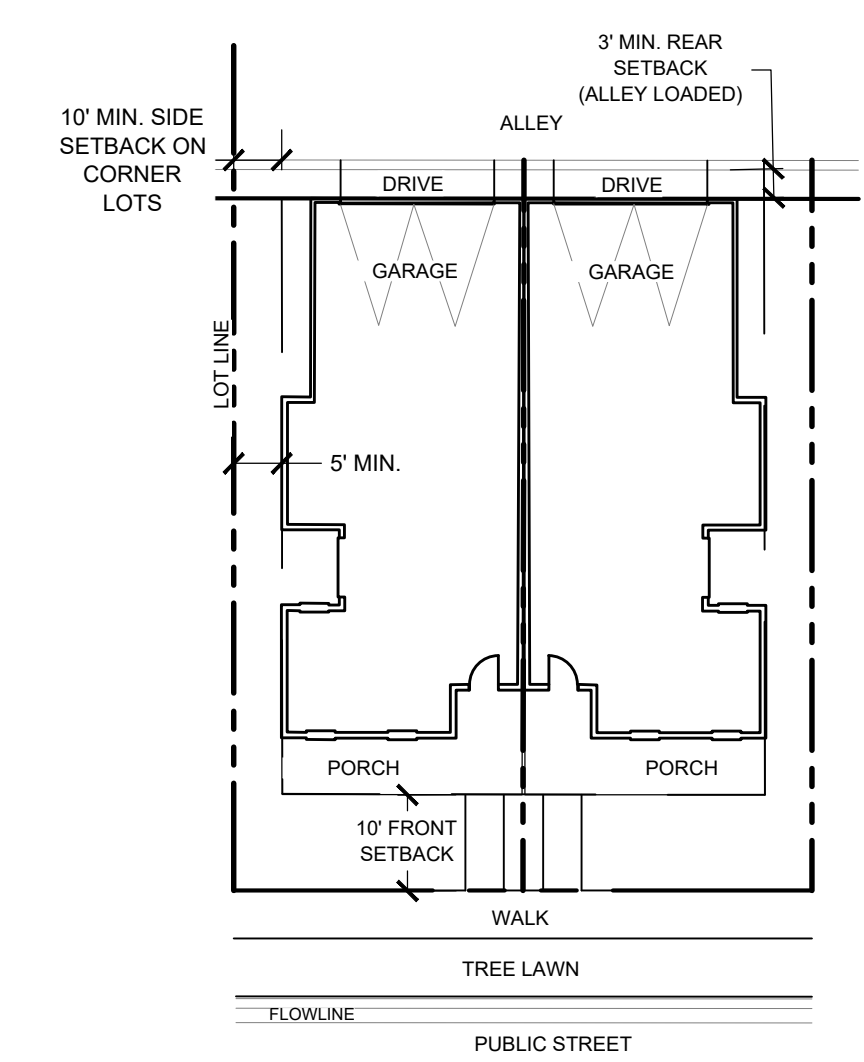
PAIRED HOME FRONT LOADED



TOWNHOME- SINGLE FAMILY ATTACHED FRONT LOADED FOUR PLEX



TOWNHOME- SINGLE FAMILY ATTACHED ALLEY LOADED FOUR PLEX



PAIRED HOME ALLEY LOADED

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3RD ODP SUBMITTAL	12-20-2022
4TH ODP SUBMITTAL	01-27-2023

HIGH PLAINS ESTATES
JOHNSTOWN, CO
OUTLINE DEVELOPMENT PLAN- LOT TYPICALS

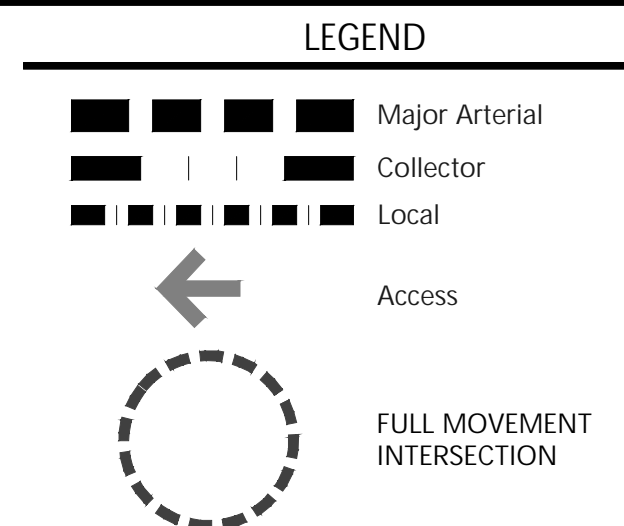
DESIGNED BY:	AK
DRAWN BY:	AK
CHECKED BY:	KZH

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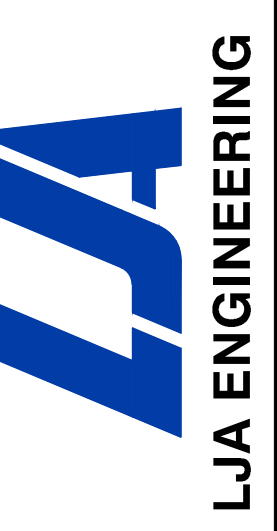
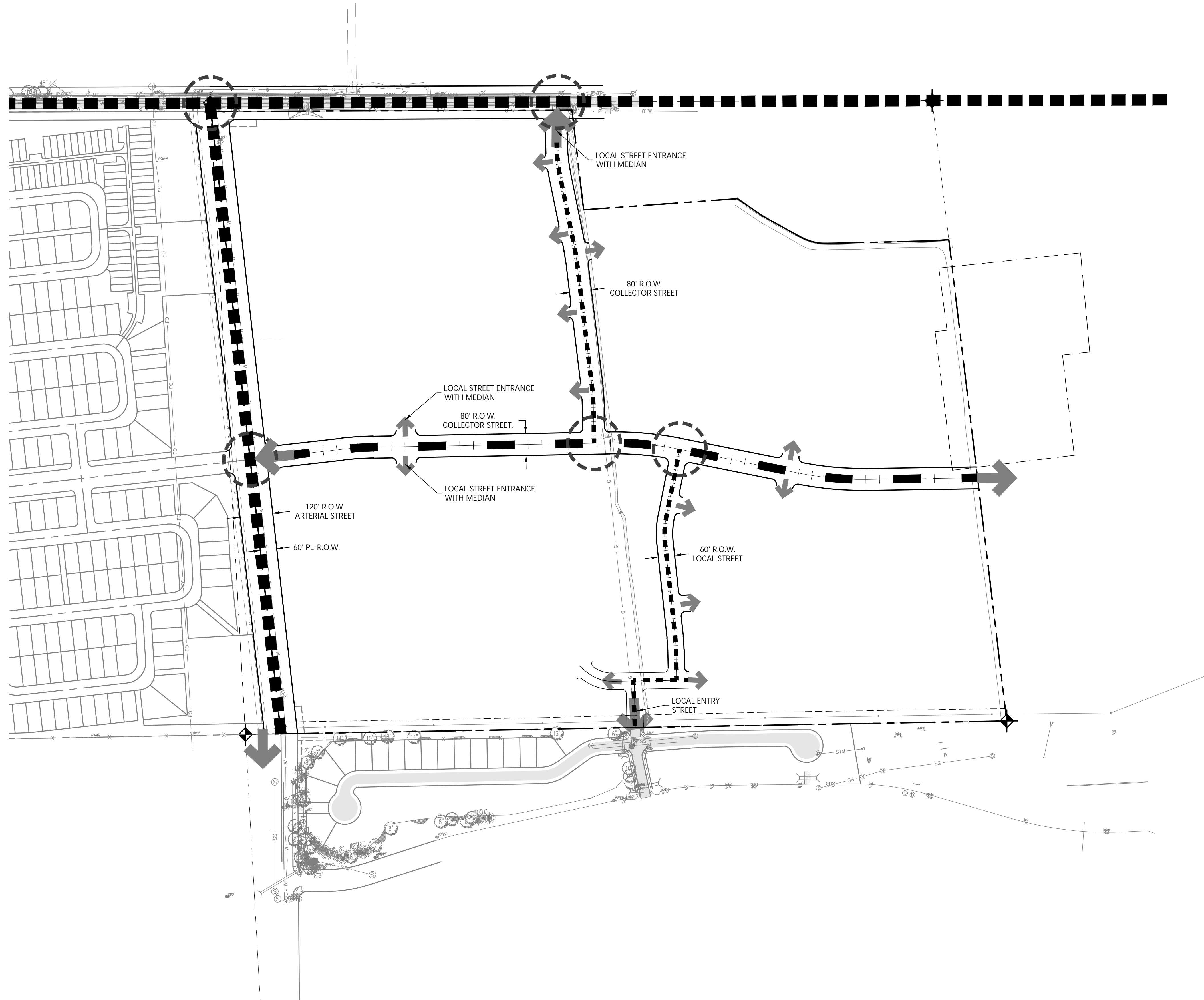
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- CONCEPTUAL NOTES:**
- TOWN APPROVED TRAFFIC CALMING STUDIES AND ENGINEERING PLANS WILL DICTATE FINAL STREET CLASSIFICATIONS AND INTERSECTION CONFIGURATIONS.
 - CONCEPTUAL PLANNING ELEMENTS WITHIN THIS ODP ARE SUBJECT TO FURTHER DETAILED REVIEW AND UPDATED REQUIREMENTS OF THE TOWN WITH SUBSEQUENT SUBMITTALS FOR DEVELOPMENT AND CONSTRUCTION PLANS. THESE ELEMENTS ARE INCLUDED TO ILLUSTRATE FEASIBILITY OF THE SITE FOR THE PROPOSED LEVEL OF DEVELOPMENT AND PRESENT HIGH LEVEL DEVELOPMENT CONCEPTS ONLY.



REVISION DESCRIPTION	DATE

HIGH PLAINS ESTATES
JOHNSTOWN, CO
OUTLINE DEVELOPMENT PLAN
CIRCULATION PLAN & TYP. SECTIONS

DESIGNED BY: DKH
DRAWN BY: DKH
CHECKED BY: ROC

SHEET
8 OF 11

DEVELOPER

TIM BUSCHAR
COLA, LLC / VIEW HOMES
719-306-2976

ENGINEER

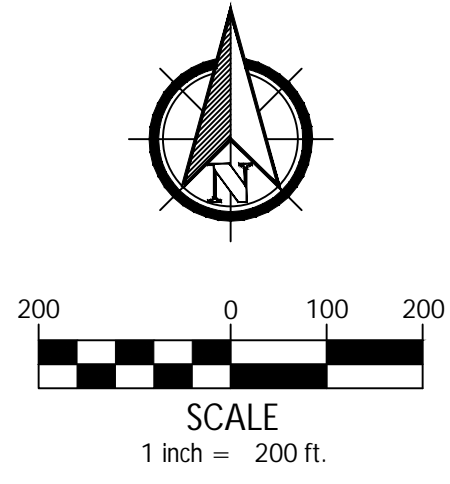
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LITTLETON, CO 80122
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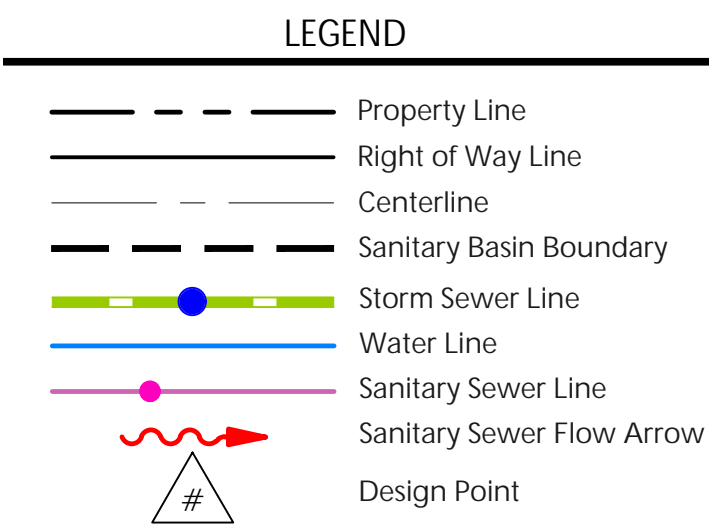
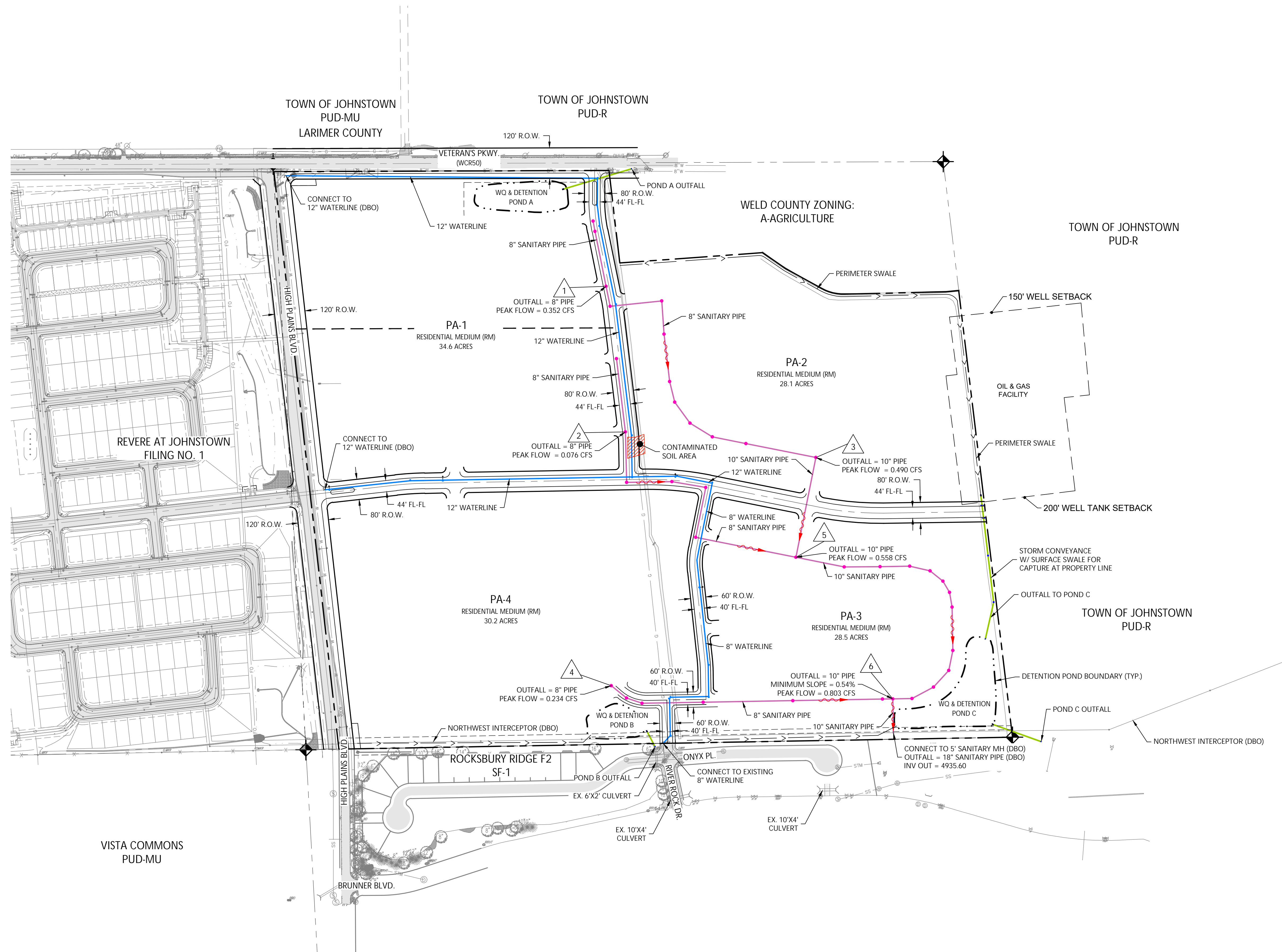


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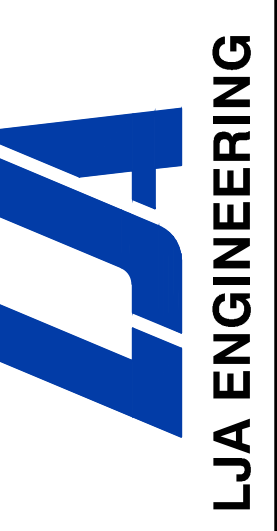
HIGH PLAINS ESTATES OUTLINE DEVELOPMENT PLAN

AMENDMENT NO. 1 TO KLEIN 125 ANNEXATION OUTLINE DEVELOPMENT PLAN

A PARCEL LOCATED IN THE NORTHEAST QUARTER OF SECTION 2,
TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF WELD, STATE OF COLORADO



- ### CONCEPTUAL NOTE:
- ALL UTILITIES SHALL BE DESIGNED TO MEET TOWN STANDARDS.
 - ALL WATER INFRASTRUCTURE UTILIZED TO SUPPORT THE DEVELOPMENT OF HIGH PLAINS ESTATES IS OWNED AND MAINTAINED BY THE TOWN OF JOHNSTOWN.
 - INFRASTRUCTURE BEING DESIGNED BY OTHERS IS LABELED 'DBO'.
 - CONCEPTUAL PLANNING ELEMENTS WITHIN THIS ODP ARE SUBJECT TO FURTHER DETAILED REVIEW AND UPDATED REQUIREMENTS OF THE TOWN WITH SUBSEQUENT SUBMITTALS FOR DEVELOPMENT AND CONSTRUCTION PLANS. THESE ELEMENTS ARE INCLUDED TO ILLUSTRATE FEASIBILITY OF THE SITE FOR THE PROPOSED LEVEL OF DEVELOPMENT AND PRESENT HIGH LEVEL DEVELOPMENT CONCEPTS ONLY.



DATE	REVISION DESCRIPTION

HIGH PLAINS ESTATES
JOHNSTOWN, CO
OUTLINE DEVELOPMENT PLAN
PRELIMINARY UTILITY PLAN

DESIGNED BY: DKH
DRAWN BY: WWB
CHECKED BY: ROC

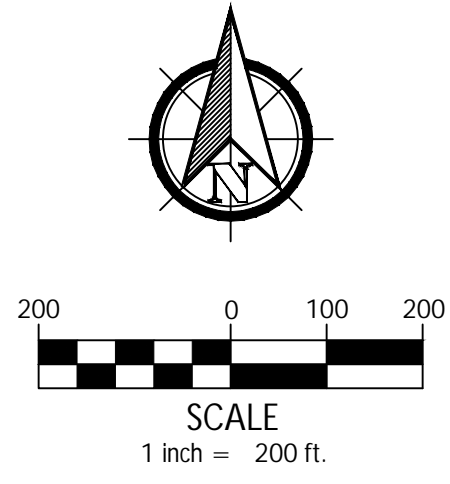
SHEET
9 OF 11

DEVELOPER
TIM BUSCHAR
COLA, LLC / VIEW HOMES
719-306-2976

ENGINEER
KEVIN LOVELACE
LJA ENGINEERING, INC.
1765 WEST 121ST AVENUE
SUITE 300
WESTMINSTER, CO 80234
303-421-4224

PLANNER
KAREN HENRY
HENRY DESIGN GROUP
1501 WAZEE ST
SUITE 1-C
DENVER, CO 80202
303-446-2368

SURVEYOR
JIM LYNCH
AZTEC CONSULTANTS, INC
300 EAST MINERAL AVENUE
SUITE 1
LITTLETON, CO 80122
303-713-1898









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HIGH PLAINS ESTATES OUTLINE DEVELOPMENT PLAN

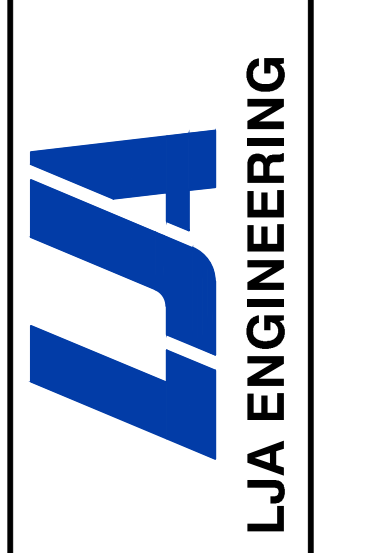
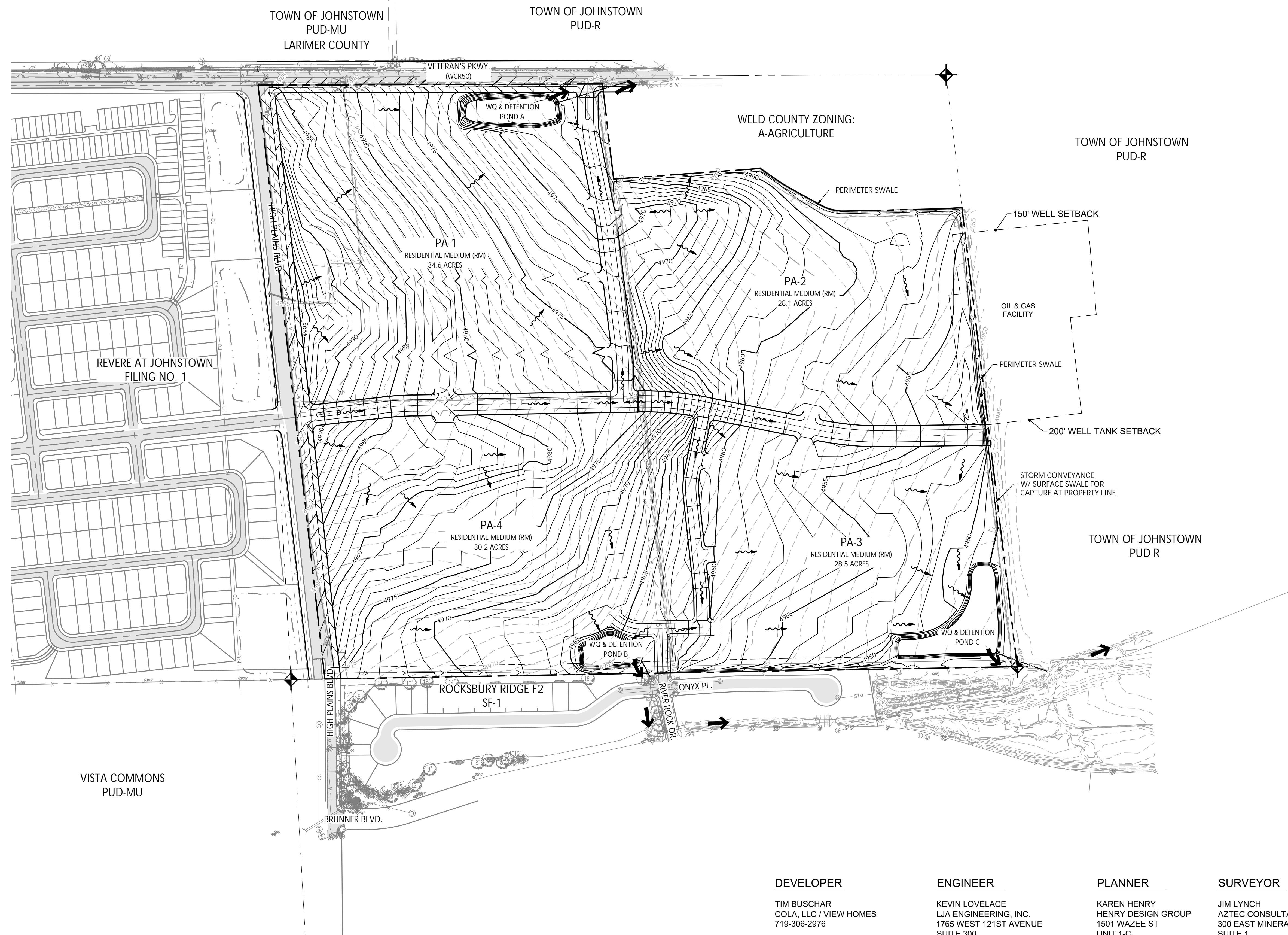
AMENDMENT NO. 1 TO KLEIN 125 ANNEXATION OUTLINE DEVELOPMENT PLAN A PARCEL LOCATED IN THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO

LEGEND

-  Proposed Major Contour
-  Proposed Minor Contour
-  Existing Major Contour
-  Existing Minor Contour
-  Drainage Flow Arrow
-  Pond Outfall Arrow

CONCEPTUAL NOTES:

1. CONCEPTUAL PLANNING ELEMENTS WITHIN THIS ODP ARE SUBJECT TO FURTHER DETAILED REVIEW AND UPDATED REQUIREMENTS OF THE TOWN WITH SUBSEQUENT SUBMITTALS FOR DEVELOPMENT AND CONSTRUCTION PLANS. THESE ELEMENTS ARE INCLUDED TO ILLUSTRATE FEASIBILITY OF THE SITE FOR THE PROPOSED LEVEL OF DEVELOPMENT AND PRESENT HIGH LEVEL DEVELOPMENT CONCEPTS ONLY.



DATE	REVISION DESCRIPTION

HIGH PLAINS ESTATES
JOHNSTOWN, CO
OUTLINE DEVELOPMENT PLAN
PRELIMINARY GRADING PLAN

DESIGNED BY: DKH
DRAWN BY: DKH
CHECKED BY: ROC

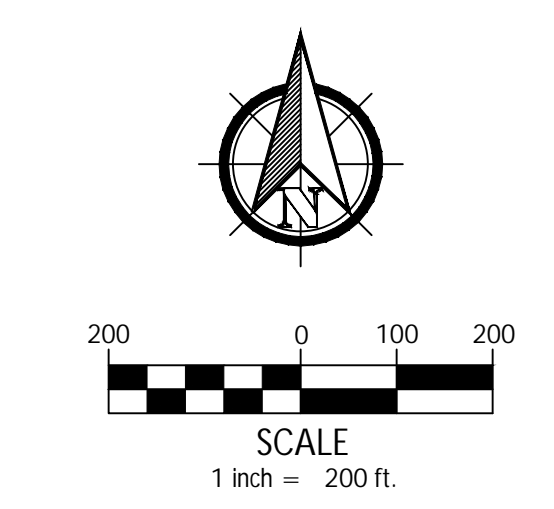
SHEET
10 OF 11

DEVELOPER
TIM BUSCHAR
COLA, LLC / VIEW HOMES
719-306-2976

ENGINEER
KEVIN LOVELACE
LJA ENGINEERING, INC.
1765 WEST 121ST AVENUE
SUITE 300
WESTMINSTER, CO 80234
303-421-4224

PLANNER
KAREN HENRY
HENRY DESIGN GROUP
1501 WAZEE ST
UNIT 1-C
DENVER, CO 80202
303-446-2368

SURVEYOR
JIM LYNCH
AZTEC CONSULTANTS, INC
300 EAST MINERAL AVENUE
SUITE 1
LITTLETON, CO 80122
303-713-1898



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HIGH PLAINS ESTATES OUTLINE DEVELOPMENT PLAN

AMENDMENT NO. 1 TO KLEIN 125 ANNEXATION OUTLINE DEVELOPMENT PLAN

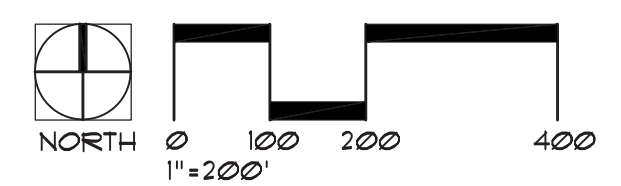
A PARCEL LOCATED IN THE NORTHEAST QUARTER OF SECTION 2,
TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF WELD, STATE OF COLORADO

CONCEPTUAL SITE PLAN



NOTE:
1. THIS IS AN ILLUSTRATIVE CONCEPTUAL PLAN TO SHOW HOW THE PROPERTY COULD DEVELOP, AS WELL AS INDICATE THE CURRENT OWNERS INTENT. ALL DETAILS SHOWN ARE CONCEPTUAL ONLY AND MORE DETAILED PLANS AND ENGINEERING ARE REQUIRED TO ENSURE COMPLIANCE WITH TOWN CODES, REGULATIONS AND STANDARDS.
2. DIMENSIONS BETWEEN ACCESS POINTS ARE CONCEPTUAL. EXACT SPACING TO BE DETERMINED AT PLATTING.

NOTE:
CONCEPTUAL PLANNING ELEMENTS WITHIN THIS ODP ARE SUBJECT TO FURTHER DETAILED REVIEW AND UPDATED REQUIREMENTS OF THE TOWN WITH SUBSEQUENT SUBMITTALS FOR DEVELOPMENT AND CONSTRUCTION PLANS. THESE ELEMENTS ARE INCLUDED TO ILLUSTRATE FEASIBILITY OF THE SITE FOR THE PROPOSED LEVEL OF DEVELOPMENT AND PRESENT HIGH LEVEL DEVELOPMENT CONCEPTS ONLY.



DEVELOPER	ENGINEER	PLANNER	SURVEYOR
TIM BUSCHAR COLA, LLC / VIEW HOMES 719-306-2976	KEVIN LOVELACE LJA ENGINEERING, INC 1765 WEST 121ST AVENUE SUITE 300 WESTMINSTER, CO 80234 303-421-4224	KAREN HENRY HENRY DESIGN GROUP 1501 WAZEE ST UNIT 1-C DENVER, CO 80202 303-446-2368	JIM LYNCH AZTEC CONSULTANTS, INC 300 EAST MINERAL AVENUE SUITE 1 LITTLETON, CO 80122 303-713-1898

REVISION DESCRIPTION	DATE
2ND ODP SUBMITTAL	10-20-2022
3RD ODP SUBMITTAL	12-20-2022
4TH ODP SUBMITTAL	01-27-2023

HIGH PLAINS ESTATES
JOHNSTOWN, CO
OUTLINE DEVELOPMENT PLAN
ODP ILLUSTRATIVE CONCEPT PLAN

DESIGNED BY:	AR
DRAWN BY:	AR
CHECKED BY:	KZH



Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: February 22, 2023

SUBJECT: Resolution 2023-09 Resolution Amending the Johnstown Storm Design Criteria and Regulations Construction Manual

ACTION PROPOSED: Consider Resolution 2023-09

ATTACHMENTS: 1. Resolution 2023-09

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

Recently it has come to our attention that a component within the Town's Storm Design Criteria and Construction Regulations Manual may conflict with State Law. That potential issue surrounds prohibiting historical drainage flow to utilize an existing irrigation ditch. Consequently, it is recommended to amend Section 1.1 of the Town's Storm Design Criteria and Construction Regulations Manual. The change proposed in Resolution 2023-09 adds the following sentence:

The storm drainage criteria and the drainage policy set forth herein are intended to comply and be consistent with state law. To the extent of an inconsistency, state law shall govern.

Additionally, the Resolution also authorizes the Town Manager to make minor modifications to the entirety of the Design Criteria & Construction Regulations Manual. This would include all of the infrastructure elements which include: Stormwater, Streets, Water, Sewer, and Standard Design Details.

LEGAL ADVICE:

The Community That Cares

johnstown.colorado.gov

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

The Town Attorney drafted the Resolution.

FINANCIAL ADVICE:

Not Applicable.

RECOMMENDED ACTION: Approve Resolution 2023-09 as presented.

Reviewed and Approved for Presentation,



Town Manager

**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2023-09**

**RESOLUTION AMENDING THE JOHNSTOWN STORM
DESIGN CRITERIA AND CONSTRUCTION REGULATIONS MANUAL**

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, by Resolution No. 2004-11, the Town Board of Trustees adopted the Johnstown Storm Drainage Design Criteria and Construction Regulations Manual (“Manual”); and

WHEREAS, the Town Council desires to clarify the Statement of Policy, set forth in Section 1.1 of the Manual, to recognize that the Manual is intended to be consistent with state law and that, to the extent of an inconsistency, state law shall control; and

WHEREAS, the Town Council finds that adoption of this Resolution is in the best interests of the Town.

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

1. **Section 1.** A new paragraph shall be added to the end Section 1.1 of the Manual and shall provide as follows:

The storm drainage criteria and the drainage policy set forth herein are intended to comply and be consistent with state law. To the extent of an inconsistency, state law shall govern.

2. **Section 2.** The Town Manager is hereby delegated authority to make minor modifications to the Design Criteria & Construction Regulations Manual.

3. **Section 3.** This Resolution shall be effective upon adoption.

PASSED, SIGNED, APPROVED, AND ADOPTED this ___ day of _____, 2023.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Hannah Hill, Town Clerk

By: _____
Gary Lebsack, Mayor



Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: February 22, 2023

SUBJECT: Resolution 2023-10 Resolution Adopting Town Of Johnstown Amended Policy Regarding Access To Public Records

ACTION PROPOSED: Consider Resolution 2023-10

ATTACHMENTS: 1. Resolution 2023-10 with exhibit A: Amended Policy regarding Access to Public Records

PRESENTED BY: Hannah Hill, Town Clerk
Avi Rocklin, Town Attorney

AGENDA ITEM DESCRIPTION:

By Resolution No. 2014-06, adopted on June 16, 2014, the Town Council adopted the Town's Policy Regarding Access to Public Records ("CORA Policy"). In accordance with Section 24-72-205(6)(a), C.R.S., the Town's CORA Policy provides that, after the first hour of research and retrieval time, the custodian of records may impose a fee in response to requests for research and retrieval of public records under the Colorado Open Records Act, C.R.S. §§ 24-72-201, *et. seq.*, in an amount not to exceed Thirty Dollars (\$30.00) per hour. Section 24-72-205(6)(b), C.R.S., directs that the maximum hourly fee may be adjusted every five years in accordance with the percentage change over the period in the United States department of labor, bureau of labor statistics, consumer price index for Denver-Aurora-Lakewood for all items and all urban consumers, or its successor index. The Town Clerk recommends that the Town Council amend the Town's CORA Policy to impose the hourly fee permitted by state law, which is currently Thirty-Three Dollars and Fifty-Eight Cents (\$33.58) per hour, and to authorize the Town Clerk to automatically adjust the fee, on a going forward basis, to be consistent with the maximum amount permitted under state law.

The Community That Cares

johnstown.colorado.gov

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

LEGAL ADVICE:

The Town Attorney drafted the Resolution.

FINANCIAL ADVICE:

Not Applicable.

RECOMMENDED ACTION: Approve Resolution 2023-10 as presented.

Reviewed and Approved for Presentation,



Town Manager

**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2023-10**

**ADOPTING TOWN OF JOHNSTOWN AMENDED
POLICY REGARDING ACCESS TO PUBLIC RECORDS**

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, by Resolution No. 2014-06, adopted on June 16, 2014, the Town Council adopted the Town’s Policy Regarding Access to Public Records; and

WHEREAS, in accordance with Section 24-72-205(6)(a), C.R.S., the Town’s Policy Regarding Access to Public Records provides that, after the first hour of research and retrieval time, the custodian of records may impose a fee in response to requests for research and retrieval of public records under the Colorado Open Records Act, C.R.S. §§ 24-72-201, *et. seq.*, in an amount not to exceed Thirty Dollars (\$30.00) per hour; and

WHEREAS, Section 24-72-205(6)(b), C.R.S., directs that the maximum hourly fee may be adjusted every five years in accordance with the percentage change over the period in the United States department of labor, bureau of labor statistics, consumer price index for Denver-Aurora-Lakewood for all items and all urban consumers, or its successor index; and

WHEREAS, the Town Council desires to amend the Town’s Policy Regarding Access to Public Records to impose the maximum hourly fee permitted by state law, which is Thirty-Three Dollars and Fifty-Eight Cents (\$33.58) per hour; and

WHEREAS, the Town Council finds that adoption of this Resolution is in the best interests of the Town.

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

Section 1. The Town of Johnstown’s Amended Policy Regarding Access to Public Records, attached hereto as Exhibit A, is hereby adopted (“CORA Policy”).

Section 2. The Town Council hereby authorizes the Town Clerk to post the CORA Policy on the Town’s website.

Section 3. The Town Council hereby authorizes the Town Clerk to, on a going forward basis, adjust the hourly fee that may be imposed in response to requests for research and retrieval of public records pursuant to Colorado Open Records Act, C.R.S. §§ 24-72-201, *et. seq.*, to be the maximum amount permitted under state law, and to amend the Town’s CORA Policy to reflect the amended fee and add the adjusted fee to the Town Fee Schedule.

Section 4. This Resolution shall be effective upon adoption.

PASSED, SIGNED, APPROVED, AND ADOPTED this _____ day of _____, 2023.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Hannah Hill, Town Clerk

By: _____
Gary Lebsack, Mayor

TOWN OF JOHNSTOWN

AMENDED POLICY REGARDING ACCESS TO PUBLIC RECORDS

Purpose: The Town of Johnstown (“Town”) has adopted this policy is to assure prompt and reliable service to citizens requesting access to public records, regardless of the format of those records, in accordance with the requirements of the Colorado Open Records Act, C.R.S. §§ 24-72-201 et. seq. This policy does not apply to criminal justice records, as defined in C.R.S. § 24-72-302.

Authority: C.R.S. § 24-72-203(1)(a) allows the official custodian of public records, the Town Clerk, to make reasonable rules and regulations with reference to the copying and inspection of public records as necessary to protect the records and prevent unnecessary interference with the regular duties of the custodian.

Background: C.R.S. § 24-72-202(6)(a) defines public record as all writings made, maintained, or kept by any local government “for use in the exercise of functions required or authorized by law or administrative rule or involving the receipt or expenditure of public funds.” The definition of public records also includes the correspondence of elected officials, except to the extent that such correspondence is: 1) a work product, 2) without a demonstrable connection to the exercise of functions required by law or administrative rule, 3) a communication from a constituent to an elected official that clearly implies by its content that the constituent expects that it is confidential in nature or subject to nondisclosure or 4) subject to nondisclosure pursuant to procedures in C.R.S. § 24-72-204(1). Additionally, C.R.S. § 24-72-202(7) defines writings to include “all books, papers, maps, photographs, cards, tapes, recordings, or other documentary materials, regardless of physical form or characteristics,” and includes “digitally stored data, including without limitation electronic mail messages, but does not include computer software.” More extensive statutory definitions may be found at C.R.S. § 24-72-202.

Policy: The Town shall make all public records available for inspection unless such records are protected from disclosure by state or federal law or by court order, or unless disclosure of such records would be contrary to the public interest.

All requests for inspection of public records shall be made in writing and on the form provided by the Town. The Town Clerk shall, within three (3) working days of the date the request is made, either set a date, time, and on-site location where the records can be inspected or provide copies of the records to the requestor. In the case of a request received by U.S. Postal mail, electronic mail, or facsimile, the Town Clerk shall respond within three (3) working days of receipt of the request. Such period may be extended if extenuating circumstances exist (per C.R.S. § 24-72-203(3)(b)), but the extension period shall not exceed seven (7) additional working days. If a deposit is required, the request is not considered received until the deposit is paid.

If a record contains both public and confidential material, the Town is not required to redact

confidential material in order to comply with a request for the record. However, the Town Clerk may agree to provide redacted records provided that the requestor pays for the redaction time as part of the fee applicable to research and retrieval of documents.

With respect to records kept only in miniaturized or digital form, the Town Clerk may take measures necessary to assist the public in copying or inspecting any specific public record without unreasonable delay or cost. In the Town Clerk's sole discretion, such efforts may include, but are not limited to, providing portable disk copies or computer files, referring the requestor to the Town's website, providing hard copy printouts, or providing the requested records in any other format deemed appropriate by the custodian.

Fees and charges: The Town shall charge for any copies, printouts, photographs or electronic data pursuant to the Town Fee Schedule. The Town shall provide the first hour of research and retrieval time free of charge and shall charge Thirty-Three Dollars and Fifty-Eight Cents (\$33.58) per hour for research and retrieval time thereafter expended in increments of fifteen (15) minutes, which hourly fee shall be adjusted every five years in accordance with C.R.S. § 24-72-205(6)(b).

The Town shall also charge a fee for any manipulation of data needed to generate a record in a form or format not used by the Town. This fee shall not exceed the actual cost of manipulating said data and generating the record. Persons making a subsequent request for the same record shall be charged the same fee. If the requested public record is a result of computer output other than word processing, the fee for a copy, printout, or photograph will be based on the actual incremental costs of providing the electronic services and products together with a reasonable portion of the costs associated with building and maintaining the information system.

Data kept by the Town but generated by a third party shall be charged at actual cost paid to the third party, in addition to other applicable charges.

If the Town estimates that the request will have a total charge of Ten Dollars (\$10.00) or more, the Town may require the requestor to provide a deposit of one-half the estimated amount if the requestor lives within the Town limits or one hundred percent (100%) of the estimated amount if the requestor lives outside Town limits. This deposit shall be credited toward the total fee, and the total fee shall be paid prior to release of the requested records. In the event the deposit amount exceeds the actual costs, the balance shall be refunded within thirty (30) days.

This Policy is adopted by Town Council Resolution No. 2023-10.



Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: February 22, 2023

SUBJECT: Water & Sewer Service Agreement – Ledge Rock Center–
Multifamily North, Phases I & II, with Ledge Rock Center, LLC

ATTACHMENTS: 1. Water & Sewer Service Agreement

PRESENTED BY: Kim Meyer, Planning and Development Director

ITEM DESCRIPTION:

The Developer, Ledge Rock Center, LLC, has received approval for the Ledge Rock Center - Multifamily North development, which is comprised of two phases. For consideration is a Water and Sewer Service Agreement between the Town and the Developer for Phases I & II of the project, which will collectively include six (6) multi-family buildings, containing a total of 504 residential units, a clubhouse, and xeric and irrigated landscape areas. Each phase will include the construction of three of the multifamily buildings.

The WSSA has been drafted to allow for the developer to dedicate the required water prior to commencing each phase:

- Phase I projects a total water demand of 78.13 AF
- Phase II projects a total water demand of 78.33 AF

The developer has previously dedicated 219 AF of water shares to the Town, held in the “Ledge Rock Center Water Bank.” A portion of this water bank has been allocated previously, to the East Ledge Rock Filing No. 3 “Single Family” subdivision recently approved. An additional remaining portion therefrom would be allocated to provide for the raw water credit needed for Phase I of this development as part of the WSSA.

The water for Phase II will be dedicated at a later date, subject to the terms of the WSSA, and shall be accepted by the Town Manager, as evidenced by an executed Phase II Raw Water Authorization form, included as Exhibit B of the WSSA.

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Water Court Transfer Fees for Phase I will be collected, following execution of the agreement and such Fee for Phase II will be collected upon the future execution of the Raw Water Authorization.

In the absence of a development agreement for this project, which typically accompanies larger subdivision projects, this agreement also accounts for the total proportional share of the development, relative to the West Johnstown Water Tank project by requiring a cash-in-lieu fee for the 313 Single Family Equivalents (SFEs), which comprise the overall Multifamily North development.

LEGAL ADVICE:

The agreement was prepared by the Town Attorney.

FINANCIAL ADVICE :

N/A

RECOMMENDED ACTION:

Approve the Water & Sewer Service Agreement for Ledge Rock Center Multifamily North Phases I & II, with Ledge Rock Center, LLC

Reviewed and Approved for Presentation,



Town Manager

**WATER AND SEWER SERVICE AGREEMENT
(LEDGE ROCK CENTER MULTI-FAMILY NORTH PHASE I & II)**

THIS WATER AND SEWER SERVICE AGREEMENT (“Agreement”) is made and entered into this ___ day of _____ 2023, by and between **LEDGE ROCK CENTER, LLC**, a Kansas limited liability company (“Developer”), and **THE TOWN OF JOHNSTOWN**, a Colorado municipal corporation (“Town”), collectively sometimes referred to as the “Parties” and singularly as “Party.”

WITNESSETH:

WHEREAS, Developer owns an interest in land known as Lots 6 and 7 of East Ledge Rock Center Subdivision Filing No. 2, located in the Northeast Quarter of the Northeast Quarter of Section 11, Township 4 North, Range 68 West of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado, more fully described on **Exhibit A** attached hereto and incorporated herein by reference (“Subject Property”); and

WHEREAS, Developer is developing the Subject Property as the “Ledge Rock Center Multifamily North” development, consisting of 504 single family attached units and an 8,660 ft² clubhouse with 8.16 acres of xeric and 0.47 acres of spray-irrigated landscape (“Development”); and

WHEREAS, Developer desires to construct the Development in two construction phases, Phase I of the Development and Phase II of the Development, and dedicate the required water prior to commencing construction of each phase; and

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

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

1. Water and Sewer Demand Studies. In compliance with the Town Water Rights Dedication Ordinance (“Ordinance”), Developer submitted to the Town a preliminary water and sewer demand analysis for the Subject Property dated December 15, 2022. Said analysis is on file with the Town and, as modified by the Town’s Water Engineer by memoranda dated December 20, 2022, is hereby accepted by the Town. The analysis provides that the projected water and sewer demand for the Subject Property is as follows:

PHASE I Development	Demand (AF/YR)	Consumption (AF/YR)
Residential in-building (252 units + clubhouse)	74.05	3.70
Landscape irrigation	4.08	3.47
Total	78.13	7.17

PHASE II Development	Demand (AF/YR)	Consumption (AF/YR)
Residential in-building (252 units)	73.08	3.65
Landscape irrigation	5.25	4.46
Total	78.33	8.11

2. Water Rights Dedication and Credits. Developer dedicated twenty-six (26) shares of the Consolidated Home Supply Ditch & Reservoir Company (“Home Supply”) to the Town totaling 200 acre-feet, consisting of the following: 14 shares, represented by Certificate No. 7113 (112 acre-feet of raw water credit); 1 share, represented by Certificate No. 7114 (8 acre-feet of raw water credit); 5 shares, represented by Certificate No. 7115 (40 acre-feet of raw water credit based on a recorded dry-up covenant); 5 shares, represented by Certificate No. 7145 (32 acre-feet of raw water credit); and 1 share, represented by Certificate No. 7148 (8 acre-feet of raw water credit). Developer has also dedicated 1/3 share of Big Thompson Ditch and Manufacturing (“Big Thompson”) to the Town totaling 19 acre-feet. The Home Supply and Big Thompson water are collectively referred to herein as the “Water Shares.”

a. The dedication credit from the Water Shares totaled 219.00 acre-feet and was deposited into the Ledge Rock Center Water Bank (a water bank created by the Town’s Water Engineer to maintain an accounting of Developer’s raw water credits).

b. Developer allocated a portion of the raw water credit in the Ledge Rock Center Water Bank for other uses but retains a surplus dedication credit with the Town sufficient to supply the raw water demands of Phase I of the Development. Developer hereby desires to allocate, and the Town accepts such allocation of, raw water credit in the amount of 78.13 acre-feet for Phase I of the Development.

c. Prior to the release of building permits for Phase II of the Development, to satisfy the raw water demands of Phase II, Developer shall: (i) allocate raw water from the Ledge Rock Center Water Bank, if sufficient credit is available; (ii) dedicate additional raw water to the Town; or (iii) if acceptable to the Town, pay cash-in-lieu of water dedication at the rate set by the Town, at its discretion. Said allocation, dedication or payment shall be acceptable to the Town Manager and evidenced by execution of the Phase II Raw Water Authorization attached hereto and incorporated herein by reference as **Exhibit B**, which shall also include the required water court transfer fee for Phase II of the Development.

3. Surplus dedication credit. Subsequent to allocation of raw water credit from the Ledge Rock Center Water Bank for the Phase I of the Development, Developer shall have a surplus raw water credit with the Town. The raw water credit is calculated as follows:

Credit Balance:	112.81 acre-feet
Less estimated PHASE I demand:	<u>78.13 acre-feet</u>
Net surplus credit:	34.68 acre-feet

4. Commitment to serve. Subject to Developer’s performance of all the covenants contained herein and payment of all required fees, the Town commits to provide to the Subject Property up to 147.13 acre-feet per year of water supply for residential in-building use together with the corresponding sewer service and 9.33acre-feet per year for irrigation, as described above.

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

6. Payment of Water Court Transfer Fee. Upon execution of this Agreement, Developer shall pay to the Town the water court transfer fee in amount of **Forty Thousand Two Hundred Dollars (\$40,200.00)** for the dedication of 78.13 acre-feet per year of estimated water demand and estimated consumptive use of 7.17 acre-feet per year, equivalent to 156 single family equivalent (“SFE”), for Phase I of the Development. The water court transfer fee for Phase II of the Development shall be set forth on, and payable at the time of execution of, the Phase II Raw Water Authorization.

7. West Johnstown Water Tank. Within ten (10) days of the execution of this Agreement, the Developer agrees to pay the Town a cash-in-lieu amount for a proportional share of the planned West Johnstown Water Tank at a calculated pro rata cost of \$970.00 per SFE, multiplied by the Development’s total demand of 313 SFEs, for a total of payment of Three Hundred Three Thousand, Six Hundred Ten Dollars (\$303,610.00).

8. Notices. All notices required or permitted to be given hereunder shall be in writing and shall be deemed given: (a) upon hand delivery, (b) upon deposit with Federal Express, UPS or other nationally recognized overnight courier service, receipt required, or (c) when transmitted via email, provided the sending party receives a read-receipt for the email or the receiving party acknowledge receipt thereof. All notices shall be addressed as follows:

TO DEVELOPER:

Ledge Rock Center, LLC
Attn: Michael Schlup
6909 W 135th Street Suite B13
Overland Park, KS 66223
mikeschlup@corbinpark.com

with a copy to:

Allen D. Schlup, Esq.
A.D. Schlup Law, LLC
10950 W. 192nd PL

TO TOWN:

Town of Johnstown
Attn: Town Manager
450 S. Parish Avenue
P.O. Box 609
Johnstown, CO 80534
MLeCerf@JohnstownCO.gov

with a copy to:

Avi S. Rocklin, Esq.
Law Office of Avi S. Rocklin, LLC
1437 N. Denver Avenue, #330

Spring Hill, KS 66083
allen.schlup@adschluplaw.com

Loveland, CO 80538
avi@rocklinlaw.com

Peter Ampe, Esq.
 Hill & Robbins, P.C.
 3401 Quebec St., Suite 3400
 Denver, CO 80207
peterampe@hillandrobbsins.com

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

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

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

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

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

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

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

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

16. Choice of laws and venue. This Agreement and the rights and obligations of the Parties hereto shall be governed by the laws of the State of Colorado. Venue for any legal action shall be in the County of Weld, State of Colorado.

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

18. 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.

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

(Signature pages to follow)

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

LEDGE ROCK CENTER, LLC

By: *Michel Schlup*
Name: Michel Schlup
Title: President

STATE OF KANSAS)
) ss
COUNTY OF JOHNSON)

SUBSCRIBED AND SWORN to before me this 1 day of February, 2023 by Michel Schlup as the president of Ledge Rock Center, LLC, a Kansas limited liability company.

Witness my hand and official seal.

Amy Carroll
Notary Public
137 NW 1501 Rd Urich, MO 64788
Address
913-633-3826
Telephone

My Commission Expires: _____



TOWN OF JOHNSTOWN, COLORADO,
a Colorado municipality

By: _____
Gary Lebsack, Mayor

ATTEST:

By: _____
Hannah Hill, Town Clerk

EXHIBIT A

PROPERTY DESCRIPTION

Lots 6 and 7 of the East Ledge Rock Center Filing No. 2 Subdivision (Rec. 4853717), situate in the NE 1/4 of Section 11, T4N, R68W, of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado.

EXHIBIT B
Phase II Raw Water Authorization

THIS PHASE II RAW WATER AUTHORIZATION supplements and is incorporated into the WATER AND SEWER SERVICE AGREEMENT (LEDGE ROCK CENTER MULTI-FAMILY NORTH PHASE I & II) (“WSSA”) made and entered into on _____, 20____, by and between LEDGE ROCK CENTER, LLC, a Kansas limited liability company (“Developer”), and THE TOWN OF JOHNSTOWN, a Colorado municipal corporation.

1. Water Demand for Phase II of the Development. The preliminary raw water demand for Phase II of the Development is as follows:

PHASE II Development	Demand (AF/YR)	Consumption (AF/YR)
Residential in-building (252 units)	73.08	3.65
Landscape irrigation	5.25	4.46
Total	78.33	8.11

The raw water demand for Phase II of the Development shall be satisfied by _____. [Note: If the Developer pays cash-in-lieu of raw water dedication, the price of the water shall be added to, and payable upon execution of, this Phase II Raw Water Authorization.]

2. Water Court Transfer Fee. Pursuant to Paragraph 6 of the WSSA and the Johnstown Municipal Code, the water court transfer fee for Phase II of the Development is \$____ dollars (\$____.00) and shall be paid upon execution of this Phase II Raw Water Authorization.

Dated: _____, 20__.

By: _____
Matthew LeCerf, Town Manager

Accepted by Ledge Rock Center, LLC
By: _____
_____, Authorized Member



Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: February 22, 2023

SUBJECT: Town of Johnstown and PDC Energy, Inc. Lease Agreement

ATTACHMENTS: 1. Lease Agreement

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is a lease agreement between the Town of Johnstown and PDC Energy, Inc. for oil and gas. The Town owns 27.6293 acres of land which we own the mineral right to. PDC would like to engage with the Town in an agreement to lease the right to the minerals for these lands. The general parameters include the following:

- Royalty/Market Enhancement/Lease Term: 3 year primary
- Initial lease payment of \$3,500 per net mineral acre (Total \$96,702.55)
- 20% Royalty payment on oil and gas net proceeds
- No surface operations or storage rights are permitted on Town land.
- Limited to oil & gas only.
- No Warranty of Title.
- Disposal and injection wells – Lessee shall not have the right to drill, construct, or maintain disposal or injection wells on or under the Leasehold.
- Shut-in rate – \$30 per net mineral acre

This lease agreement was explored with two entities and PDC offered the most competitive and beneficial offer to the Town.

LEGAL ADVICE:

The Town used outside counsel to assist with this lease agreement.

FINANCIAL ADVICE:

NA

The Community That Cares

johnstown.colorado.gov

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

RECOMMENDED ACTION: Approve the lease agreement with the addendum permitting the Town Manager to sign the agreement.

Reviewed and Approved for Presentation,



Town Manager

**Producers 88
Rocky Mountain 1989
(Paid-Up Rev. 1996)**

PAID-UP OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this ____ day of February, 2023, but effective the ____ day of February, 2023, by and between **Town of Johnstown** whose address is PO Box 609, 101 W. Charlotte St., Johnstown, Co. 80534 hereinafter called lessor (whether one or more), and PDC Energy, Inc. whose address is 1775 Sherman Street Suite 3000 Denver, Colorado 80203, hereinafter called lessee:

WITNESSETH:

1. That lessor, for and in consideration of ***TEN AND MORE*** dollars (\$10.00+) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto lessee the lands described below for the purpose of investigating, prospecting, exploring (by geophysical and other methods), drilling, operating for and producing oil or gas, or both (as defined below), together with the right to construct and maintain pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas (which right shall include specifically a right-of-way and easement for ingress to and egress from said lands by lessee, or its assignees, agents or permittees, necessary to or associated with the construction and maintenance of such pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures on said lands to produce, save and take care of the oil and gas), and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata, and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Weld, State of Colorado described as follows, to-wit (the "leased premises"):

Township 4 North - Range 67 West, 6th PM

Sections 3, 4, 5 & 8: Those lands described on Exhibit A, attached hereto and made a part hereof.

... Containing approximately 27.6293 gross acres More or Less and subject to all existing easements and rights of way of record,

In addition, the leased premises shall include and lessor hereby grants, leases and lets exclusively unto lessee, to the same extent as if specifically described, lands which are owned or claimed by lessor by one of the following reasons: (1) all lands and rights acquired or retained by lessor by avulsion, accretion, reliction or otherwise as the result of a change in the boundaries or centerline of any river or stream traversing or adjoining the lands described above; (2) all riparian lands and rights which are or may be incident, appurtenant, related or attributed to lessor in any lake, stream or river traversing or adjoining the lands described above by virtue of lessor's ownership of the land described above; (3) all lands included in any road, easement or right-of-way traversing or adjoining the lands described above which are or may be incident, appurtenant, related or attributed to lessor by virtue of lessor's ownership of the land described above; and (4) all strips or tracts of land adjacent or contiguous to the lands described above owned or acquired by lessor through adverse possession or other similar statutes of the state in which the lands are located.

The term oil as used in this lease shall be interpreted to include any liquid hydrocarbon substances which occur naturally in the earth, including drip gasoline or other natural condensate recovered from gas without resort to manufacturing process. The term gas as used in this lease shall be interpreted to include any substance, either combustible or non-combustible, which is produced in a natural state from the earth and which maintains a gaseous or rarified state at ordinary temperature and pressure conditions, including but not limited to helium, nitrogen, carbon dioxide, hydrogen sulphide, coal bed methane gas, casinghead gas and sulphur.

Subject to the other provisions herein contained, this lease shall remain in force for a term of Three (3) years (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the leased premises, or lands pooled or unitized therewith, or as long as Operations, as defined below, are being conducted at the end of the primary term and are continuously prosecuted thereafter in accordance with Section 5 below. For purposes of this lease, a well completed for the production of coalbed methane gas shall be deemed to be producing gas under this lease at all times when dewatering of the coal seams from which the coalbed methane gas will be produced is occurring. The term "Operations" shall mean any activity conducted on or off the leased premises that is reasonably calculated to obtain or restore production on the leased premises or lands pooled or unitized therewith, including without limitation, (i) drilling and completing or any act preparatory to drilling and completing (such as testing, fracking, obtaining permits, surveying a drill site, staking a drill site, building roads, clearing a drill site, or hauling equipment or supplies); (ii) reworking, plugging back, deepening, treating, stimulating, refitting, installing any artificial lift or production-enhancement equipment or technique; (iii) constructing facilities related to the production, treatment, transportation and marketing of substances produced from the leased premises; (iv) contracting for marketing services and sale of oil or gas; and (v) construction of water disposal facilities and the physical movement of water produced from the leased premises. Operations shall be considered to be "continuously prosecuted" if not more than one hundred twenty (120) days elapses between (a) the cessation of Operations or the permanent cessation of all production from any cause, including a revision of unit boundaries pursuant to the provisions of this lease or the action of any governmental authority, and (b) either the commencement of Operations or the restoration of production. Operations shall be deemed to have commenced for a new well at such time as the construction of the wellsite location or the road which provides access to the wellsite location has been initiated.

Notwithstanding anything to the contrary herein, this lease is a "no surface occupancy" lease. It is agreed and understood that the lessee shall not conduct any Operations on the surface of the leased premises unless otherwise agreed upon separately in writing with lessor. The lessee is granted the right to drill and operate directional or horizontal wells through, across and under the leased premises.

2. The lessee shall deliver to the credit of the lessor as royalty, free of cost, into the tanks or in the pipeline on the leased premises to which lessee may connect its wells the equal 18.75 part of all oil produced and saved from the leased premises, or lessee may from time to time at its option purchase any royalty oil in its possession, paying the market price thereof prevailing for oil of like grade and gravity in the field where produced on the date of purchase.

The lessee shall pay lessor, as royalty, on gas, including casinghead gas or other gaseous substances, produced from the leased premises and sold or used off the premises or used in the manufacture of gasoline or other products, the market value at the well of 18.75% of the gas sold or used, provided that on gas sold the royalty shall be 18.75% of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. Price shall mean the net amount received by lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. In the event lessee compresses, treats, purifies or dehydrates such gas (whether on or off the leased premises) or transports gas off the leased premises, lessee in computing royalty hereunder may not deduct from such price the actual charge incurred by lessee for each of such functions performed. However, if before the sale of the gas an unaffiliated third party compresses, treats, purifies, dehydrates, or processes such gas (whether on or off the leased premises) or gathers or transports gas off the leased premises, then Lessee shall pay Lessor a 18.75% royalty on the net proceeds received by lessee after accounting for such third party charges. In calculating royalties on production hereunder, lessee may deduct lessor's proportionate part of any ad valorem, production and excise taxes, as well as other post-production costs, as described herein.

3. This is a paid-up lease and all cash consideration first recited above and annual rentals have been paid to lessor in advance to keep this lease in full force and effect throughout the primary term. In consideration of the payment of such cash consideration and advance annual rentals, lessor agrees that lessee shall not be obligated, except as otherwise provided herein, to commence or continue any Operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of the land described above, and as to any strata or stratum, by delivering to lessor or by filing of record a release or releases, and be relieved of all obligations thereafter accruing to the acreage surrendered.

4. Any payments required to be made to lessors pursuant to this lease, other than the payment of royalties, may be paid by lessee to the lessor or to lessor's credit

in the _____ ****Direct to Lessor**** Bank, at _____ (or its successor or successors, or any bank with which it may be merged or consolidated, or which succeeds to its business assets or any part thereof, by purchase or otherwise) which shall continue as the depository regardless of changes in the ownership of said land or the oil and gas. All such payments may be made by cash, check or draft, mailed or delivered on or before the due date for that payment. Any payments so made shall be binding on the heirs, devisees, executors, administrators, and personal representatives of lessor and on lessor's successors in interest or on lessor's assigns.

5. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises, or lands pooled or unitized therewith, but Operations are being conducted, this lease shall continue in force so long as such Operations are continuously prosecuted; and if production of oil or gas results from any such Operations, this lease shall continue in force so long as oil or gas is produced from the leased premises, or lands pooled or unitized therewith. If, after the expiration of the primary term of this lease, production on the leased premises, or lands pooled or unitized therewith should cease for any cause, including a revision of unit boundaries pursuant to the provisions of this lease or the action of any governmental authority, this lease shall not terminate if within one hundred twenty (120) days after each such cessation of production either (i) Operations are commenced or continued or (ii) production is restored, and this lease shall thereafter remain in force so long as Operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises, or lands pooled or unitized therewith.

6. If at any time after the expiration of the primary term of this lease, there is a well capable of producing oil or gas from the leased premises, or lands pooled or unitized therewith, but the well is shut-in, whether before or after production therefrom, and this lease is not being maintained otherwise as provided herein, this lease shall not terminate (unless released by lessee) and it shall nevertheless be considered that oil and gas is being produced from the leased premises during all times while the well is so shut-in. Lessee shall use reasonable diligence to market the oil and gas capable of being produced from such shut-in well, but shall be under no obligation to market the oil and gas under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. When the lease is continued in force in this manner, lessee shall pay or tender to the lessor or lessor's successors or assigns, an amount equal to \$1.00 per year per net mineral acre covered by the lease. Such payments shall be made on or before the shut-in royalty payment date, as defined below, next occurring after the expiration of one hundred twenty (120) days from the date the well was shut-in, unless prior to such date oil or gas from the well is sold or used or the lease is otherwise maintained as provided herein. In like manner, on or before each succeeding shut-in royalty payment date while such well remains shut-in, lessee shall make payment of shut-in royalty in the same amount and manner. The term "shut-in royalty payment date" shall mean the anniversary date of this lease. Any shut-in royalty payment may be made by cash, draft or check, mailed or tendered on or before the shut-in royalty date. Lessee's failure to pay or tender, or properly pay or tender, any such sum shall render lessee liable for the amount due but it shall not operate to terminate the lease.

7. If lessor owns a lesser interest in the above described land than the entire and undivided fee simple estate therein, then the royalties, including shut-in royalty, herein provided shall be paid to lessor only in the proportion which lessor's interest bears to the whole and undivided fee. Any interest in production from the lands described herein to which the interest of lessor may be subject shall be deducted from the royalty herein reserved.

8. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

9. Lessee shall pay to lessor reasonable amounts for damages caused by its operations to growing crops and pasture on said land. When requested by lessor, lessee shall bury its pipelines which traverse cultivated lands below plow depth. No well shall be drilled nearer than two hundred (200) feet to a house or barn now on said premises, without written consent of lessor. Lessee shall have the right at any time (but not the obligation), to remove all improvements, machinery, and fixtures placed or erected by lessee on said premises, including the right to pull and remove casings.

10. Lessee is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described above and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, pooled or unitized areas previously formed to include formations not producing oil or gas may be reformed to exclude such non-producing formations. To form or reform any pooled or unitized area lessee will execute a declaration of such pooling, unitization or reformation describing the pooled or unitized area. Any pooled or unitized area may include land upon which a well has heretofore been completed or upon which Operations have been or will be commenced. If, anywhere within the pooled or unitized area or in any Adjacent Surface Location, there is production, Operations, or a well shut-in for any reason then it shall be deemed for all purposes that such production, Operations, or shut-in well occurred within the leased premises. Adjacent Surface Location means any area adjacent to a pooled or unitized area that is used as a surface location for drilling operations that penetrate the leased premises or lands pooled or unitized therewith. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from the pooled or unitized area royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the pooled or unitized area bears to the total number of surface acres covering such unit production.

11. Lessee shall have the right to unitize, pool, or combine all or any part of the land described above as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that the land described above or any part thereof shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to lessor shall be based upon production only as so allocated.

12. If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in ownership of the land, royalties, or other payments, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in ownership of said land or of the right to receive royalties or other payments hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until one hundred twenty (120) days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original and certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party.

13. In the interest of conservation, the protection of reservoir pressures and recovery of the greatest ultimate yield of oil or gas, or both, lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining repressuring and recycling facilities, and for such purpose may locate such facilities, including input wells, upon leased premises, and no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefiting the leased premises.

14. In the event lessor considers that lessee has not complied with all its obligations hereunder, either express or implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this lease. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action

shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder.

15. The term "force majeure" as used in this lease shall mean and include: acts of God, floods, storms, explosion, fires, labor troubles, strikes, insurrection, riots, acts of the public enemy, scarcity of or inability to obtain or use labor, material or equipment, federal or state law, or order, rule or regulation of governmental authority. If, by reason of force majeure, lessee is prevented from satisfying or meeting any condition of this lease, or from complying with any express or implied covenant thereof, or from conducting Operations on or producing oil or gas or other mineral from or attributable to the leased premises, then while so prevented and for six months thereafter, such condition or covenant shall be suspended, and lessee shall be relieved of the obligation to comply with such condition or covenant and shall not be liable in damages for failure to comply therewith; and this lease shall be extended and continued in force while and so long as lessee is prevented by force majeure from conducting Operations on or producing oil or gas or other mineral from or attributable to the leased premises and for six months thereafter; and the time while lessee is so prevented, plus six months, shall not be counted against lessee, anything in this lease to the contrary notwithstanding.

16. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder by, through and under Lessor, but not otherwise, and agrees that lessee, at its option, shall have the right at any time to pay for lessor, any mortgage, taxes or other liens existing, levied or assessed on or against the leased premises in the event of default of payment by lessor and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

17. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors in interest, in whole or in part, of said lessor or lessee.

18. With respect to and for the purpose of this lease, lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

19. Lessor hereby grants to Lessee the option but not the obligation to extend the primary term of this lease, as to all or part of the leased premises, for an additional term of two years from the expiration of the primary term of this lease, and as long thereafter as oil and/or gas is produced from the lands covered by this lease. Lessee may exercise this option to extend this lease by paying to the Lessor, on or before the expiration date of the primary term of this lease at the address set forth above, an amount equal to the initial consideration paid for the execution of this lease proportionately reduced to the extent that Lessor extends the lease as to less than all of the leased premises.

WHEREOF witness our hands as of the day and year first above written.

Town Of Johnstown, Lessor:

Matthew LeCerf, Town Manager*

Hannah Hill, Town Clerk

ACKNOWLEDGEMENT-CORPORATE – CORPORATION/LLC/PARTNERSHIP

STATE OF Colorado }
COUNTY OF Weld } ss.

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this ___ day of _____, 2022, personally appeared Matthew LeCerf, to me personally known, who being by me duly sworn, did say that he is the Town Manager of The Town of Johnstown and that said instrument was signed on behalf of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My commission expires:

Notary Public for the State of _____

ACKNOWLEDGEMENT-CORPORATE – CORPORATION/LLC/PARTNERSHIP

STATE OF Colorado }
COUNTY OF Weld } ss.

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this ___ day of _____, 2022, personally appeared Hannah Hill, to me personally known, who being by me duly sworn, did say that she is the Town Clerk of The Town of Johnstown and that said instrument was signed on behalf of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My commission expires:

Notary Public for the State of _____

*Exhibit "A"***ADDENDUM**

This Addendum is attached to and by this reference made a part of that certain Oil & Gas Lease made the ____ day of _____ 202__ (the "Lease"), and effective as of _____, 202__ (the "Effective Date"), by and between the Town of Johnstown, Colorado, as Lessor and PDC Energy, Inc., as Lessee.

In the event of a conflict or inconsistency between the printed terms of the Lease and the terms of this Addendum, the terms of this Addendum shall govern and control and shall be deemed to supersede the printed terms of the Lease.

1. **Lessor.** The Lessor is the Town of Johnstown, whose address is 450 S. Parish Ave., Johnstown, CO 80534.
2. **Lease Term.** The following printed provision in this Lease in Paragraph 1 is hereby deleted in its entirety:

"Subject to the other provisions herein contained, this lease shall remain in force for a term of three (3) years (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the leased premises, or lands pooled or unitized therewith, or as long as Operations, as defined below, are being conducted at the end of the primary term and are continuously prosecuted thereafter in accordance with Section 5 below. For purposes of this lease, a well completed for the production of coalbed methane gas shall be deemed to be producing gas under this lease at all times when dewatering of the coal seams from which the coalbed methane gas will be produced is occurring. The term "Operations" shall mean any activity conducted on or off the leased premises that is reasonably calculated to obtain or restore production on the leased premises or lands pooled or unitized therewith, including without limitation, (i) drilling and completing or any act preparatory to drilling and completing (such as testing, fracking, obtaining permits, surveying a drill site, staking a drill site, building roads, clearing a drill site, or hauling equipment or supplies); (ii) reworking, plugging back, deepening, treating, stimulating, refitting, installing any artificial lift or production-enhancement equipment or technique; (iii) constructing facilities related to the production, treatment, transportation and marketing of substances produced from the leased premises; (iv) contracting for marketing services and sale of oil or gas; and (v) construction of water disposal facilities and the physical movement of water produced from the leased premises. Operations shall be considered to be "continuously prosecuted" if not more than one hundred twenty (120) days elapses between (a) the cessation of Operations or the permanent cessation of all production from any cause, including a revision of unit boundaries pursuant to the provisions of this lease or the action of any governmental authority, and (b) either the commencement of Operations or the restoration of production. Operations shall be deemed to have commenced for a new well at such time as the construction of the wellsite location or the road which provides access to the wellsite location has been initiated."

Paragraphs 5 and 19 of the Lease are also deleted in their entirety. Paragraphs 5, 19, and the above-described provision are hereby replaced with the following:

"This Lease shall remain in force for a primary term of three (3) years from 12:00 A.M. _____, 202__ (effective date) to 11:59 P.M. _____, 202__ (last day of primary term) and shall continue beyond the primary term as to the entirety of the leased premises if one of the following "Operations" is satisfied on or before the end of the primary term: (i) actual drilling operations are commenced on the leased premises, or lands pooled or unitized therewith, in search of oil, gas, or their constituents, (ii) a well capable of production is located on the leased premises, or lands pooled or unitized therewith, or (iii) Lessee tenders to Lessor payment equal to the initial consideration (i.e., bonus) given for the execution of this Lease, whereby such payment shall extend the primary term of this Lease by an additional two (2) years. If, at the expiration of the primary term of this Lease, oil or gas is not being produced on the leased

premises, or lands pooled or unitized therewith, but Lessee is then engaged in drilling, re-working, completing, equipping, or dewatering operations thereon, then this Lease shall continue in force so long as such operations are being continuously prosecuted on the leased premises, or lands pooled or unitized therewith; and such operations shall be considered to be continuously prosecuted if not more than sixty (60) consecutive days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land, the production thereof should cease from any cause after the primary term, this Lease shall not terminate if Lessee commences additional drilling, completion, equipping, or re-working operations within sixty (60) days from the date of cessation of production, or from the date of completion of a dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this Lease, this Lease shall continue in force so long as oil or gas is produced from the leased premises, or lands pooled or unitized therewith.”

3. **Royalty.** The printed provision in this Lease at Paragraph 2 is hereby deleted in its entirety, and replaced with the following:

“1st. To deliver to the credit of Lessor, free of cost, in the pipeline to which Lessee may connect wells on the Premises, the equal 20% part of all oil produced and saved from the leased premises.

2nd. The lessee shall pay lessor, as royalty, on gas, including casinghead gas or other gaseous substances, produced from the leased premises and sold or used off the premises or used in the manufacture of gasoline or other products, the market value at the well of twenty percent (20%) of the gas sold or used, provided that on gas sold the royalty shall be twenty percent (20%) of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. Price shall mean the net amount received by lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders.

3rd. In calculating royalties on production hereunder, Lessee may deduct Lessor’s proportionate part of any ad valorem, production and excise taxes.”

4th. Lessee shall make or cause to be made payment of any sum due as Royalty within ninety (90) days following the month of production for which the Royalty is due and owing.

4. **Market Enhancement Clause.** In the event lessee compresses, treats, purifies or dehydrates such gas (whether on or off the leased premises) or transports gas of the leased premises, lessee in computing royalty hereunder may not deduct from such price the actual charge incurred by lessee for each of such functions performed. However, if before the sale of the gas an unaffiliated third party compresses, treats, purifies, dehydrates, or processes such gas (whether on or off the leased premises) or transports gas off the leased premises, then Lessee shall pay Lessor a 20% royalty on the net proceeds received by lessee after accounting for such third party charges.
5. **Shut-In.** The printed provision in this Lease at Paragraph 6 is hereby deleted in its entirety and replaced with the following:

“If after the primary term one or more wells on the leased premises are capable of producing oil or gas or other substances covered hereby, but such well or wells are either shut in or production therefrom is not being sold by Lessee, and this Lease is not being held by production or otherwise under the Lease, such well or wells shall nevertheless be deemed to be producing for the purposes of maintaining this Lease. If for a period of sixty (60) consecutive days such well or wells are shut in or production therefrom is not sold by Lessee, including dewatering of coalbed gas, the Lessee shall pay an aggregate shut-in royalty of thirty dollars (\$30.00) per acre

then covered by this Lease, such payment to be made to Lessor on or before the anniversary date of this Lease next ensuing after the expiration of the said sixty (60) day period and thereafter on or before each anniversary of date of this Lease while the well or wells are shut in or production therefrom is not being sold by Lessee. Lessee shall have no right to maintain this Lease by payment of shut-in gas royalty for any one shut-in period greater than two (2) consecutive years.”

6. **Delay.** The printed provision in this Lease, Paragraph 15, is hereby deleted in its entirety and replaced with the following:

“Lessee’s obligations under this Lease shall be subject to all laws, rules, regulations and orders of any governmental authority having jurisdiction, including restrictions on the drilling and production of wells, and regulation of the price or transportation of oil, gas or other substance covered hereby. When operations or production are delayed or interrupted by such laws, rules, regulations or orders, or by fire, storm, flood, war, rebellion, insurrection or riot, within thirty (30) days of such delay Lessee shall notify Lessor of the delay in writing, at which point the time of such delay or interruption shall not be counted against Lessee relative to its obligations hereunder and this Lease shall remain in force during such delay and for ninety (90) days after the delay, notwithstanding anything in this Lease to the contrary. Lessee shall not be liable for breach of any provisions or implied covenants of this Lease when operations are so prevented or delayed.”

7. **Right to Redeem.** The printed provision in this Lease at Paragraph 16 is hereby deleted in its entirety and replaced with the following:

“Lessor hereby agrees that Lessee shall have the right to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of Lessor’s default of payment on said mortgages, taxes or other liens. If Lessee redeems any such mortgages, taxes or other liens, Lessee may recover any amount expended out of Lessor’s royalties or shut-in royalties.”

In addition to the foregoing amendments, the following provisions are added to this Lease:

1. **No Surface Operations Clause.** The parties hereto agree that Lessee shall not have the right to drill wells, construct pipelines, construct access roads and/or install any other facilities on the leased premises, nor shall Lessee have the right of ingress to or egress from the leased premises.
2. **No Storage Rights Clause.** Notwithstanding anything herein contained to the contrary, Lessee agrees that the leased premises shall not be used for the purpose of gas storage as defined by the Federal Energy Regulatory Commission. Any reference to gas storage contained in this Lease is hereby deleted. If Lessor wishes to enter into an agreement regarding gas storage using the leased premises with a third party, Lessor shall first give Lessee written notice of the identity of the third party, the price or the consideration for which the third party is prepared to offer, the effective date and closing date of the transaction and any other information respecting the transaction which Lessee believes would be material to the exercise of the offering. Lessor does hereby grant Lessee the first option and right to purchase the gas storage rights by matching and tendering to the Lessor any third party’s offering within 30 days of receipt of notice from Lessor.
3. **Oil & Gas Only.** Notwithstanding anything herein contained to the contrary, this Lease shall be deemed to cover only oil and gas and associated hydrocarbons produced through the wellbore.
4. **No Warranty of Title.** Notwithstanding anything herein contained to the contrary, this Lease is given and granted without warranty of title, express or implied.
5. **Disposal and Injection Wells.** The parties hereto agree that Lessee shall not have the right to drill, construct, or maintain disposal or injection wells on or under the leased premises.
6. **Retained Acreage.** Notwithstanding anything contained in this Lease to the contrary, at the expiration of the primary term, or upon the cessation of drilling, completion, equipping, or reworking operations

sufficient to maintain this Lease beyond the primary term in the absence of production, whichever is the later, this Lease shall automatically terminate and revert to Lessor, its successors and assigns, without re-entry, SAVE AND EXCEPT as to that portion of the leased premises, if any, that is then included in a drilling and spacing unit, wellbore spacing unit, or other unit approved by the governmental authority having jurisdiction. Within sixty (60) days after the date this Lease shall terminate, in whole or in part, as provided herein or in any other provision of this Lease, Lessee shall execute and deliver to Lessor an instrument of designation in recordable form acknowledging such termination and its release of the Lease as to the terminated acreage.

- 7. **Compliance Clause.** Lessee's operations on the leased premises shall comply with all applicable federal and state regulations.
- 8. **Hold Harmless Clause.** Lessee agrees it will protect and save and keep Lessor harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any laws or ordinances, whether occasioned by the neglect of Lessee or those holding under Lessee, and Lessee will at all times protect, indemnify and save and keep harmless the Lessor against and from any and all loss, damage or expense, including any injury to any person or property whomsoever or whatsoever arising out of or caused by Lessee or those holding under Lessee.
- 9. **Controlling Document.** All provisions of this Lease and Lease Addendum shall be interpreted together and in harmony with one another. The terms of the Lease Addendum shall govern when any provision of the Lease and Lease Addendum are inconsistent with one another or are in conflict.

LESSOR:

LESSEE:

TOWN OF JOHNSTOWN, COLORADO

PDC ENERGY, INC.

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 202__, by _____, as _____ of TOWN OF JOHNSTOWN, on behalf of said town.

Notary Public

My commission expires: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 202____, by _____, as _____ of PDC ENERGY, INC., a Delaware corporation, on behalf of said corporation.

Notary Public

My commission expires: _____

EXHIBIT "A"

This Exhibit is attached to that certain Paid Up Oil & Gas Lease dated February ____, 2023, between The Town of Johnstown, as Lessor and PDC Energy, Inc., as Lessee, for the purposes of providing the legal description of the premises in the lease.

Township 4 North - Range 67 West, 6th PM, Weld County, Colorado
Section 3, the following 2 Tracts:

Tract 1: 13.00 acres, more or less, described by metes and bounds in that certain Warranty Deed, dated March 14, 1963 from COLORADO ALFALFA PRODUCTS COMPANY to THE TOWN OF JOHNSTOWN, COLORADO, a municipal corporation, recorded at Reception No. 1405200, Weld County, Colorado.

Tract 2: 7.0001 acres, more or less, described by metes and bounds in that certain Warranty Deed, dated March 8, 1973 from COLORADO ALFALFA PRODUCTS COMPANY to THE TOWN OF JOHNSTOWN, COLORADO, a municipal corporation, recorded at Reception No. 1609103, Weld County, Colorado.

. . . Containing approximately 20.0001 gross acres

Township 4 North - Range 67 West
Section 4, the following 2 Parcels:

Parcel 1:

Lot 1, Block 1, Public Works Facility Subdivision, containing 1.4672 acres, more or less

Parcel 2:

Lots 1 through 6, Block 2, Great Western Addition, containing 0.4821 acres, more or less

Township 4 North - Range 67 West
Section 5:

Parcel 1:

Block 13 of Mary C Parish Addition according to the plat thereof dated 8/29/1925 and recorded at Reception No 469022, Weld County, Colorado, containing 2.21 acres, more or less.

Parcel 2:

The South 70 feet of Lot 8, Block 12 of Mary C Parish Addition according to the plat thereof dated 8/29/1925 and recorded at Reception No 469022, Weld County, Colorado, containing 0.0790 acres, more or less

Parcel 3:

The East 65 feet of Lots 4-6, Block 3 of First Addition to Parish Heights according to the plat thereof dated 9/3/1908 and recorded at Reception No 132170, Weld County, Colorado, containing 0.2240 acres, more or less

Parcel 4:

Lot 1, Being a Replat of Block 2, Map of Johnstown, Situated in the Southeast Quarter of Section 5, Township 4 North, Range 67 West of the 6th P.M., according to the plat thereof dated 8/20/2021 and recorded at Reception No 4749987, Town of Johnstown, County of Weld, Colorado, containing 0.06 acres, more or less

Parcel 5:

Lot 2, Being a Replat of Block 2, Map of Johnstown, Situated in the Southeast Quarter of Section 5, Township 4 North, Range 67 West of the 6th P.M., according to the plat thereof dated 8/20/2021 and recorded at Reception No 4749987, Town of Johnstown, County of Weld, State of Colorado, containing 0.169 acres, more or less

Parcel 6:

Lot 3, Being a Replat of Block 2, Map of Johnstown, Situated in the Southeast Quarter of Section 5, Township 4 North, Range 67 West of the 6th P.M., according to the plat thereof dated 8/20/2021 and recorded at Reception No 4749987, Town of Johnstown, County of Weld, State of Colorado, containing 0.726 acres, more or less

Township 4 North - Range 67 West
Section 8, the following two (2) Parcels:

Parcel 1:

2.0730 acres, more or less, situated in the NW/4 of Section 8, T4N R67W, 6th PM, Weld County Colorado, as described in that certain Warranty Deed dated 7/08/1985 from CHESTER T. HAYS to TOWN OF JOHNSTOWN, recorded at Reception No. 2018415 of the Weld County Clerk and Recorder's office.

Parcel 2:

A tract or parcel of land being more particularly described as follows:

Commencing at the Northeast corner of Section 8; Thence N 89°09'43" W, along the north line of the northeast quarter of Section 8, a distance of 34.81 feet to the northeast property corner as described in Reception No. 2893088 of the Weld County Clerk and Recorder's Office, said point being the TRUE POINT OF BEGINNING;

1. Thence N 89°09'43" W, continuing along the north line of the Northeast quarter of Section 8, a distance of 100.04 feet;
2. Thence S 0°51'23" E, parallel with the east line of the northeast quarter of Section 8, a distance of 60.03 feet;
3. Thence S 89°09'43" E, parallel with the north line of the northeast quarter of Section 8, a distance of 100.04 feet to the existing west right of way line of Parish Avenue (April, 2005);
4. Thence N 0°51'23" W, along said existing west right of way line of Parish Avenue, a distance of 60.03 feet, more or less, to the TRUE POINT OF BEGINNING.

The above described parcel contains 0.138 acres (6003 square feet), more or less.

Basis of Bearings: All bearings are based on a line connecting the N $\frac{1}{4}$ corner of Section 8, T04N-R67, 6th P.M. (2 $\frac{1}{2}$ " alum. cap in range box – LS 20676) and the NE corner of Section 8, (2 $\frac{1}{2}$ " alum. cap in range box – 20676) as bearing S 89°09'43" E.



Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: February 22, 2023

SUBJECT: Intergovernmental Agreement Concerning Regional Return Flow Replacement Coordination For The Big Thompson and Little Thompson River Basins

ATTACHMENTS: 1. Intergovernmental Agreement

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is an Intergovernmental Agreement (IGA) between the Towns of Johnstown, Berthoud, City of Loveland, and Little Thompson Water District. Each of these entities own water on the Big Thompson and have return flow obligations to meet on various locations of both the Big and Little Thompson Rivers. The parties are exploring working together to help each other meet those return flow obligations to prevent injuring other water recipients on the rivers. The IGA memorializes that the parties may work together to meet these RFOs. Any formal agreement on assistance to meet RFOs would be memorialized in a future agreement among or between any of the parties outlining the terms, commitments, and considerations for the RFOs.

LEGAL ADVICE:

The Town's Water Attorney was closely involved with this agreement along with our Water Engineer team.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Approve the IGA as presented.

Reviewed and Approved for Presentation,



Town Manager

The Community That Cares

johnstown.colorado.gov

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

**INTERGOVERNMENTAL AGREEMENT CONCERNING REGIONAL RETURN
FLOW REPLACEMENT COORDINATION FOR THE BIG THOMPSON AND LITTLE
THOMPSON RIVER BASINS**

This Intergovernmental Agreement Concerning Regional Return Flow Replacement Coordination For the Big Thompson and Little Thompson River Basins (“IGA”) is entered into effective as of the date indicated below. The Parties to this IGA include the Little Thompson Water District (“Little Thompson”), the City of Loveland (“Loveland”), the Town of Berthoud (“Berthoud”), and the Town of Johnstown (“Johnstown”) (collectively referred to herein as the “Parties”).

RECITALS

WHEREAS, Little Thompson is a quasi-municipal corporation and political subdivision of the State of Colorado that provides water service to the residents, businesses and water users located within its boundaries, as the same may exist from time to time.

WHEREAS, Loveland is a municipal corporation of the State of Colorado that provides water service to the residents, businesses and water users located within its water service territory, as the same may exist from time to time.

WHEREAS, Berthoud is a municipal corporation of the State of Colorado that provides water service to the residents, businesses and water users located within its boundaries, as the same may exist from time to time.

WHEREAS, Johnstown is a municipal corporation of the State of Colorado that provides water service to the residents, businesses and water users located within its boundaries, as the same may exist from time to time.

WHEREAS, each of the Parties to this IGA have existing Water Court decrees, currently pending Water Court applications, or future anticipated Water Court applications involving water rights diverting from the Big Thompson River basin with return flow obligations generated thereby to locations in the Big Thompson River and/or Little Thompson River drainages, including their tributaries.

WHEREAS, each of the Parties have water sources that are or will be decreed or otherwise authorized for use to satisfy return flow obligations arising from a change of use decree, although certain Parties have or will have the ability to satisfy those return flow obligations to specific locations with greater efficiency than other Parties.

WHEREAS, each of the Parties are generally supportive of the ongoing discussions related to the 2023 update to the Colorado Water Plan and its stated desire to foster “agreements and flexibility and timing of operations that can support increased flexibility in water use within the Prior Appropriation System,” and this IGA furthers such a collaborative approach to maximize the beneficial use of the native South Platter River basin water supply; and

WHEREAS, this IGA is entered into to facilitate and frame further discussions between the Parties that the Parties intend will result in negotiated and executed intergovernmental

subagreements for lease or trade of raw water supplies between Parties for the purpose of satisfying various Parties' return flow obligations in a manner that increases efficiency and thereby provides a net benefit to each Party.

NOW THEREFORE, for the consideration and overall mutual benefits described herein, the Parties hereby agree as follows:

1. Available Return Flow Resources. Each Party hereby agrees to identify to the other Parties the sources of and potential release locations for water decreed or otherwise authorized for use to replace historical irrigation return flow obligations (collectively, the "Return Flow Resources") under the terms of this IGA. Specifically, each Party agrees to identify: (1) the source(s) of water it has or will have available for use to meet return flow obligations under this IGA; and (2) the stream segment or specific location(s) where such source(s) can be released to or is otherwise available in the Little Thompson River, Big Thompson River, or tributaries thereto using the map attached hereto as Figure 1. The intent of this IGA is to specifically describe sources and locations of structures and provide an overall framework for cooperation and related separate intergovernmental subagreements among any two or more Parties that identify the specific terms by which the Parties may trade such Return Flow Resources for use by another Party consistent with this IGA. Nothing herein precludes any Party from entering into separate agreements beyond the scope of this IGA and nothing herein obligates a Party to enter into subsequent sharing agreements.

2. Sources and Locations of Pooled Resources. The Parties' current sources and release locations as described in the preceding paragraph 1 are set forth in the attached Exhibit A. The Parties may amend and update their contribution to Exhibit A to include additional sources and locations in their discretion, so long as all amendments are consistent with the requirements of this IGA, in particular, Paragraph 8, below. Any such exhibit amendments shall be provided to each of the Parties to this IGA.

3. Use of the Return Flow Resources. Use of Return Flow Resources by any Party other than the dedicating Party shall be limited to use for replacement of return flows to the Big Thompson River, Little Thompson River, and tributaries thereto, including releases delivered at the confluence of the Big Thompson River and the South Platte River, in satisfaction of decreed return flow obligations to the Big and/or Little Thompson River basins.

4. Use in Water Court Decrees. Each Party consents to any of the other Parties' reliance upon this IGA in existing or future Water Court decrees and/or applications as a source for replacement of return flow obligations, subject to the terms of this IGA and any related subsequent subagreements between individual Parties. It is the intent of this paragraph 4 to clarify that each of the Parties may list in a Water Court decree and/or application the sources and related locations of delivery identified herein by citation to this IGA, subject to the terms of this IGA, so long as any such decree or application includes a statement clarifying that the decree itself does not create a right to use structures or water rights not owned by the relevant Party.

5. Contractual Rights Only. Any water delivered pursuant to this IGA and under subsequent subagreement is provided strictly on a contract basis. No Party shall have or claim any right of ownership of the underlying water rights provided or dedicated to the Return Flow Resources by another Party. No Party shall have the right to change the use of any other Party's underlying water rights provided or dedicated to the Return Flow Resources.

6. Consideration. Subject to the availability of water resources and coordination of water rights accounting, and as to further be described in subsequent subagreements between two or more Parties, the Parties endeavor to compensate one other for the use of Return Flow Resources by delivery or transfer of adequate raw water resources legally and physically available for the use of the receiving Party.

7. Additional Parties. Additional entities may become a party to this IGA upon the unanimous written consent of the then-existing Parties to this IGA.

8. Amendment. This IGA may be amended in writing with the unanimous written consent of the then-existing Parties. Any amendment removing sources or locations from Exhibit A may be completed with the consent of the other Parties, which shall not be unreasonably withheld. Any amendment adding sources or locations to Exhibit A may be completed unilaterally by the relevant Party, but notice of such amendment shall be provided to each of the Parties.

9. No Waiver. Nothing herein constitutes a waiver of any Party's rights under the terms of the Governmental Immunity Act. Nothing herein precludes any Party from fully participating as an opposer in any other Party's Water Court proceedings.

10. Term, Termination and Withdrawal. The term of this IGA shall be for a period of 10 years. This IGA shall automatically renew for additional 10-year terms thereafter unless any Party objects to such renewal in writing no less than six months prior to expiration of the then-current term. If a Party so objects, the remaining Parties may renew this IGA among themselves without the objecting Party's participation. This IGA may be terminated by the unanimous written consent of the then-existing Parties to the IGA. Any Party may freely withdraw from this IGA at any time with such withdrawal effective 90 days after the withdrawing Party provides notice to the remaining Parties of its intent to withdraw.

11. Separate Agreements. Nothing herein precludes any two or more Parties from entering into separate agreement(s) for the use of the Return Flow Resources or other water not included in the Return Flow Resources for the purpose of satisfying another Party's return flow obligations in whole or in part by sale or trade. Any use of any Party's water or infrastructure under the terms of this IGA must be by separate subagreement. This IGA is intended to provide a framework for cooperation and water sharing between the Parties for the purpose of satisfying each Party's return flow obligations in a manner that increases the efficiency of each Party's operations.

12. Counterparts. This IGA may be executed in counterparts, each of which will be considered to be an original, but all of which together shall constitute one and the same IGA.

[signature pages follow]

TOWN OF JOHNSTOWN

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

Hannah Hill, Town Clerk

TOWN OF BERTHOUD

By: _____

Name: _____

Title: _____

Date: _____

CITY OF LOVELAND

Stephen C. Adams, City Manager

Date

Attest

City Clerk

Approved as to Form

Assistant City Attorney

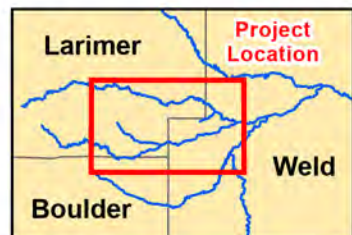
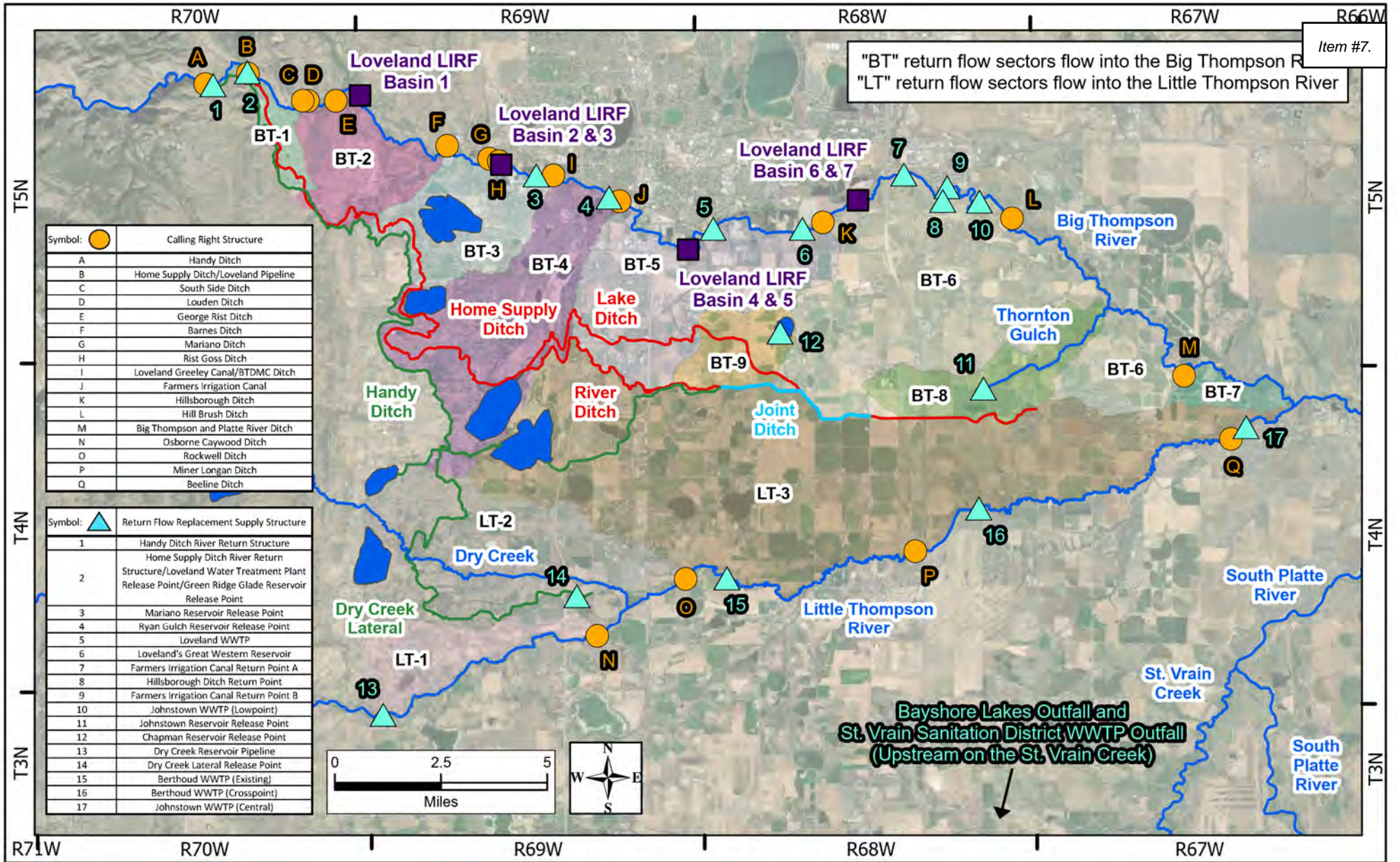
LITTLE THOMPSON WATER DISTRICT

By: _____

Name: _____

Title: _____

Date: _____



February 2023

**BIG AND LITTLE THOMPSON RIVERS
 RETURN FLOW SUPPLY LOCATION MAP**

- Calling Rights
- ▲ Return Flow Release Structures
- Loveland LIRF Return Locations
- Rivers
- Home Supply System
- Handy System
- Joint Ditch
- Reservoirs

The mapping contained within this document is intended to be used for reference purposes only and is not suitable for construction and/or surveying purposes.





Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: February 22, 2023

SUBJECT: Fourth Amendment to the Franchise Agreement Town of Johnstown, Colorado and TDS Broadband, LLC

ATTACHMENTS: 1. Fourth Amendment to the Franchise Agreement

PRESENTED BY: Mitzi McCoy, Deputy Town Manager

AGENDA ITEM DESCRIPTION:

Enclosed for review and consideration is a fourth amendment to the Franchise Agreement between the Town of Johnstown and TDS Broadband, LLC (TDS Telecom). This amendment will extend the current franchise agreement currently in place until October 1, 2023 or unless a new franchise is adopted prior to this extension expiring. Both parties continue to move forward on a new franchise agreement, which is planned to be for a 10 year term.

LEGAL ADVICE:

The Town Attorney reviewed previous amendments presented.

FINANCIAL ADVICE:

Not applicable.

RECOMMENDED ACTION: Approve the Fourth Amendment to the Franchise Agreement as presented.

Reviewed and Approved for Presentation,

Town Manager

The Community That Cares

www.TownofJohnstown.com

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

**FOURTH AMENDMENT TO FRANCHISE AGREEMENT
TOWN OF JOHNSTOWN, COLORADO
AND
TDS BROADBAND SERVICE, LLC**

This Fourth Amendment to the Franchise is made and entered by and between the Town of Johnstown, Colorado, a Colorado home rule municipal corporation (“Town”), and TDS Broadband Service LLC, a Delaware limited liability company (“TDS”) (collectively, the “Parties”), upon the following terms and conditions:

1. On or about December 17, 2012, the Town and Baja Broadband, LLC (“Baja”) entered into a Cable Television Franchise that granted a franchise to Baja to provide cable-related services in the Town (“Franchise”). Through acquisitions and changes of ownership, TDS owns and operates the cable system and has been operating under and pursuant to the terms of the Franchise.

2. Pursuant to Section 2.3, the Franchise terminates on December 20, 2021. The Parties desire to negotiate a new franchise to extend the franchise, upon agreeable terms, for an additional ten (10) years, to and including December 31, 2031. Because the Parties have not yet finalized the new franchise, the Parties desire to extend the term of the Franchise for a short duration and continue operating under the terms of the existing Franchise.

3. Section 13 of the Franchise contemplates renewal of the Franchise and Section 15.5 of the Franchise provides that the Parties may amend the terms of the Franchise.

4. To allow the Parties additional time to execute a new franchise, on or about November 15, 2021, the Parties executed the First Amendment to Franchise Agreement, extending the term of the Franchise by four (4) months, to and including April 30, 2022. A Second Amendment to Franchise Agreement, extending the term of the Franchise by an additional (4) four months, to and including September 1, 2022, was executed in March 2022. A Third Amendment to the Franchise Agreement, extending the term of the Franchise by an additional (6) six months, to and including March 1, 2023 was executed in August 2022. The Parties desire additional time within which to negotiate a new franchise, and thus seek a fourth extension of the term of the Franchise, up to and including October 1, 2023, or until the Parties execute a new franchise, whichever occurs first.

5. Except as amended herein, the Parties reaffirm the Franchise including but not limited to TDS’s right to furnish, sell and distribute cable-related services in the Town and corresponding obligation to pay a franchise fee to the Town.

[Signatures on following page.]

IN WITNESS WHEREOF, this Second Amendment to Franchise is entered into by the Town and TDS effective as of February 22, 2022.

TOWN OF JOHNSTOWN, COLORADO

By: _____
Gary Lebsack, Mayor

Date of Signature: _____

ATTEST:

By: _____
Hannah Hill, Town Clerk

TDS BROADBAND SERVICE, LLC

By: _____
Name:
Title:

STATE OF WISCONSIN)
) ss
COUNTY OF DANE)

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

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

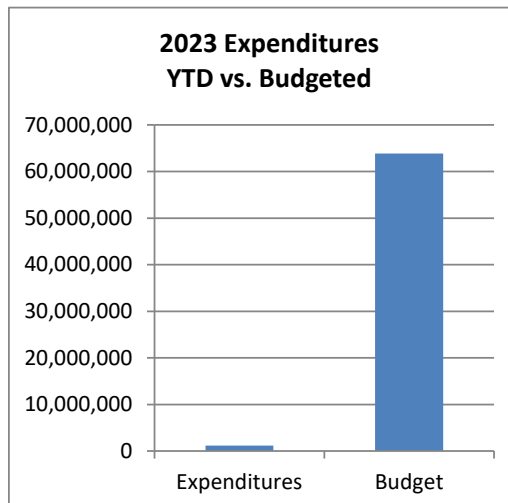
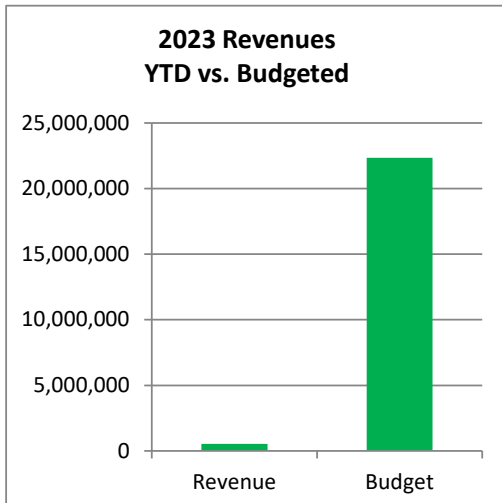
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - General Fund
Period Ending January 31, 2023
Unaudited

Item #9.

General Fund	2023 Actuals January	2023 Adopted Budget	%
			Complete
Beginning Fund Balance*	87,924,330	87,924,330	
Revenues:			
Taxes & Fees	147,519	19,417,534	0.8%
Licenses & Permits	235,384	1,963,700	12.0%
Fines & Forfeitures	16,941	175,500	9.7%
Intergovernmental	25,712	25,000	102.8%
Earnings on Investment	107,612	15,000	717.4%
Miscellaneous Revenue	454	757,500	0.1%
<i>Transfers In</i>	-	-	
Total Operating Revenues	533,622	22,354,234	2.4%
Expenditures:			
Legislative	127,211	831,440	15.3%
Town Manager	104,259	1,442,430	7.2%
Town Clerk	43,636	441,910	9.9%
Finance	17,942	450,870	4.0%
Planning	36,971	566,310	6.5%
Reimbursements	10,500	700,000	1.5%
Building Inspections	11,688	413,820	2.8%
Police	579,468	6,006,610	9.6%
Public Works	71,666	761,350	9.4%
Buildings	38,274	288,100	13.3%
<i>Transfers Out</i>	103,786	51,945,508	0.2%
Total Expenditures	1,145,401	63,848,348	1.8%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	(611,779)	(41,494,114)	
Prior Period Adjustment			
Ending Fund Balance*	87,312,551	46,430,216	

* - Unaudited

8% of the fiscal year has elapsed



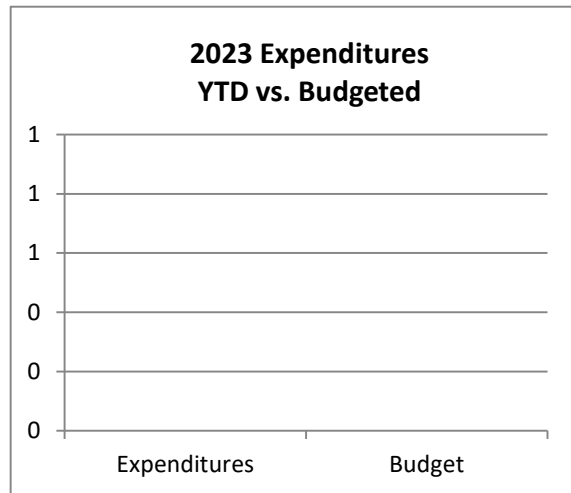
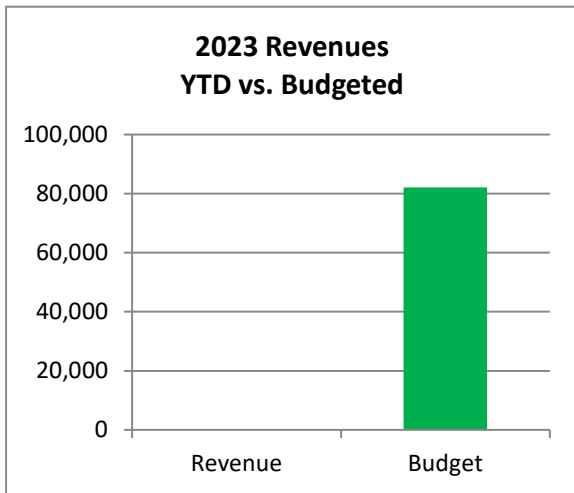
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Conservation Trust Fund
Period Ending January 31, 2023
Unaudited

Item #9.

Conservation Trust Fund	2023 Actuals January	2023 Adopted Budget	%
			Complete
Beginning Fund Balance*	132,112	132,112	
Revenues:			
Intergovernmental	-	82,000	0.0%
Earnings on Investment	306	50	611.3%
	306	82,050	
Total Operating Revenues	306	82,050	0.4%
Expenditures:			
Operations	-	-	
Capital Outlay	-	-	
	-	-	
Total Expenditures	-	-	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	306	82,050	
Ending Fund Balance*	132,418	214,162	

* - Unaudited

8% of the fiscal year has elapsed



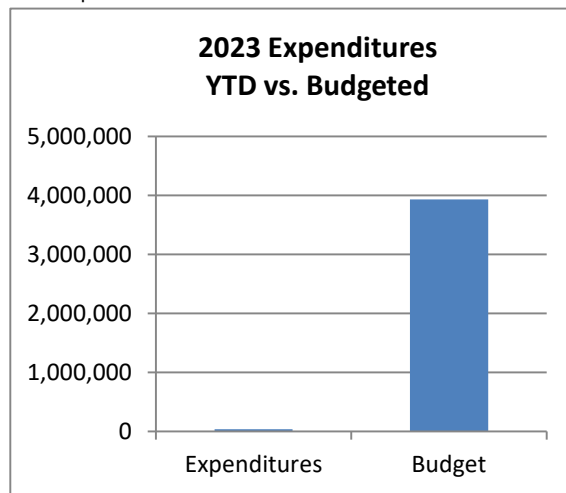
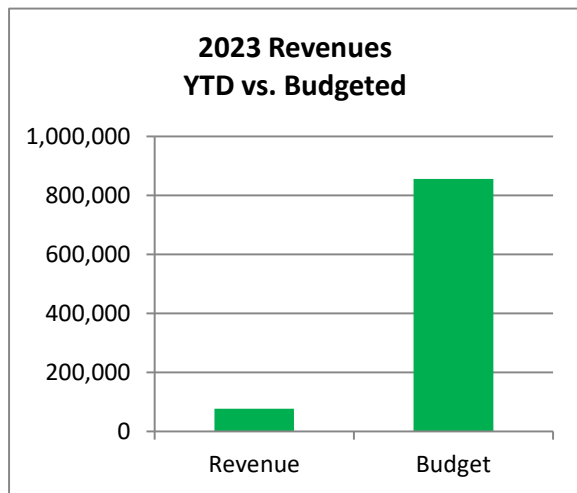
Town of Johnstown, Colorado
 Statement of Revenues, Expenditures, and Changes in
 Fund Balances - Parks and Open Space Fund
 Period Ending January 31, 2023
 Unaudited

Item #9.

Parks and Open Space Fund	2023 Actuals January	2023 Adopted Budget	%
			Complete
Beginning Fund Balance*	6,865,289	6,865,289	
Revenues:			
Taxes & Fees	63,058	786,030	8.0%
Miscellaneous Revenue	2,550	17,000	15.0%
Transfers In	0	50,000	0.0%
	76,632	855,530	9.0%
Expenditures:			
Operations	35,707	2,905,000	1.2%
Capital Outlay	1,302	1,024,940	0.1%
Transfers Out	-	-	
	37,009	3,929,940	0.9%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	39,623	(3,074,410)	
Ending Fund Balance*	6,904,912	3,790,879	

* - Unaudited

8% of the fiscal year has elapsed



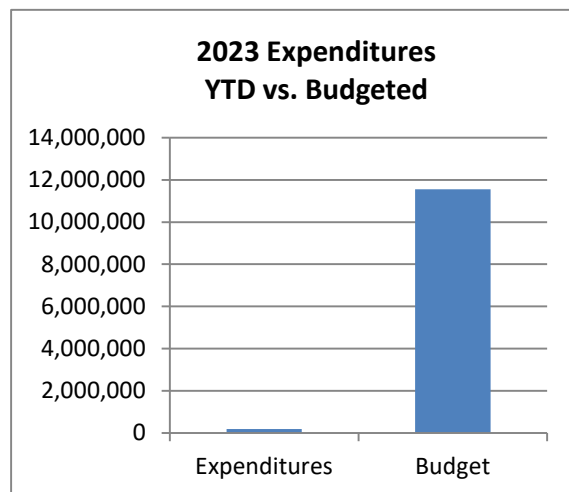
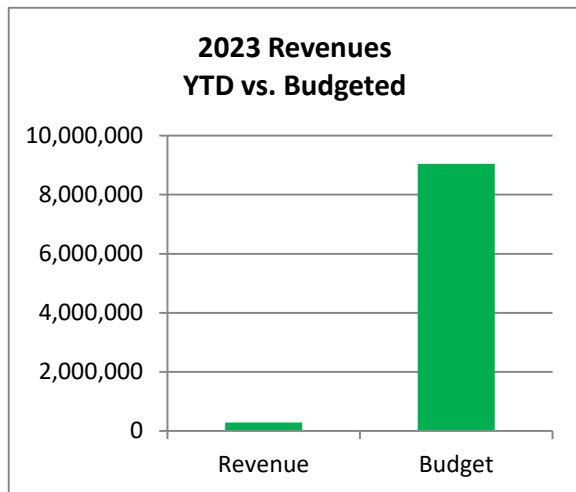
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Street and Alley Fund
Period Ending January 31, 2023
Unaudited

Item #9.

	2023 Actuals January	2023 Adopted Budget	%
Street and Alley Fund			% Complete
Beginning Fund Balance*	17,606,494	17,606,494	
Revenues:			
Taxes & Fees	36,865	4,171,405	0.9%
Intergovernmental	-	1,290,000	0.0%
Charges for Services	81,976	945,000	8.7%
Capital Investment Fees	141,275	1,174,000	12.0%
Earnings on Investment	27,105	10,200	265.7%
Miscellaneous Revenues	75	-	0.0%
	287,296	9,040,605	3.2%
Expenditures:			
Operations & Maintenance	172,558	3,698,790	4.7%
Capital	21,750	7,848,000	0.3%
	194,307	11,546,790	1.7%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	92,989	(2,506,185)	
Ending Fund Balance*	17,699,483	15,100,309	

* - Unaudited

8% of the fiscal year has elapsed



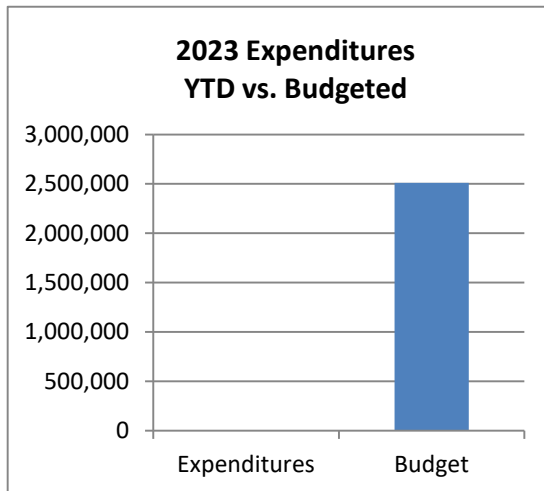
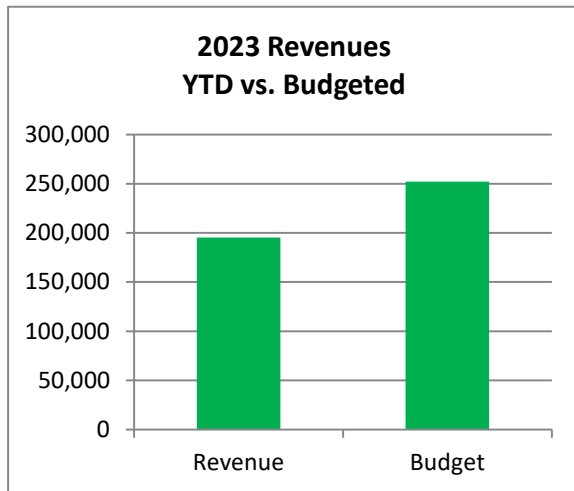
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Capital Projects Fund
Period Ending January 31, 2023
Unaudited

Item #9.

	2023 Actuals January	2023 Adopted Budget	%
Capital Projects Fund			Complete
Beginning Fund Balance*	12,343,821	12,343,821	
Revenues:			
Taxes and Fees	154,656	300,000	51.6%
Miscellaneous Revenue	-	-	
Interest	40,628	2,200	1846.7%
<i>Transfers In</i>	-	(50,000)	0.0%
Total Operating Revenues	195,283	252,200	77.4%
Expenditures:			
Capital Outlay	137	2,511,500	0.0%
<i>Transfers Out</i>	-	-	0.0%
Total Expenditures	137	2,511,500	0.0%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	195,146	(2,259,300)	
Ending Fund Balance*	12,538,967	10,084,521	

* - Unaudited

8% of the fiscal year has elapsed



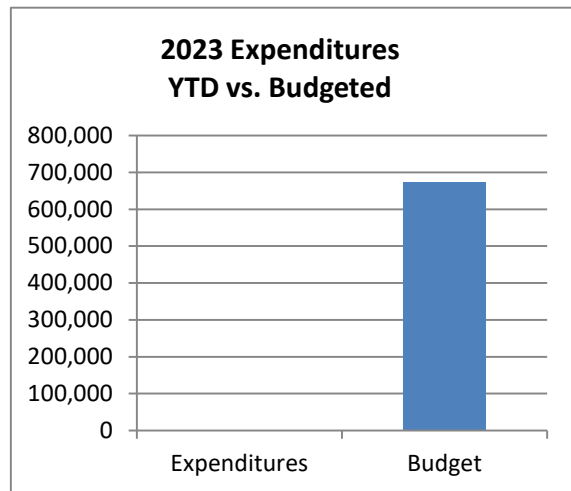
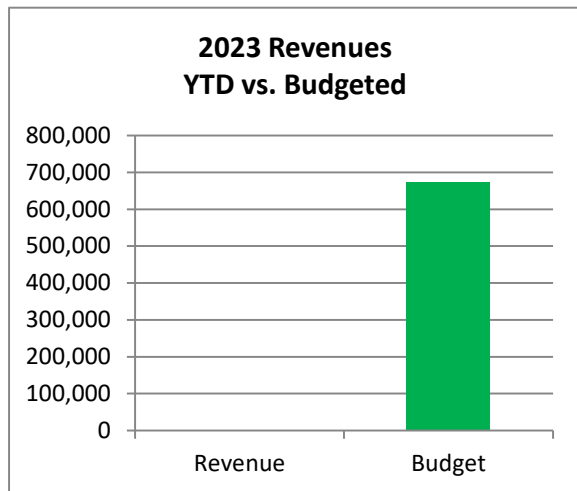
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Tax Allocation Fund
Period Ending January 31, 2023
Unaudited

Item #9.

Tax Allocation Fund	2023 Actuals January	2023 Adopted Budget	% Complete
Beginning Fund Balance*	41,435	41,435	
Revenues:			
Taxes & Fees	-	675,000	0.0%
Earnings on Investment	-	-	
Total Operating Revenues	-	675,000	0.0%
Expenditures:			
Miscellaneous	-	675,000	0.0%
Total Expenditures	-	675,000	0.0%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	-	-	
 Ending Fund Balance*	 41,435	 41,435	

* - Unaudited

8% of the fiscal year has elapsed



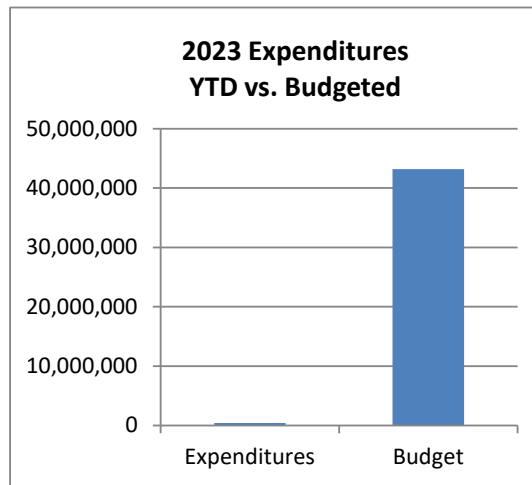
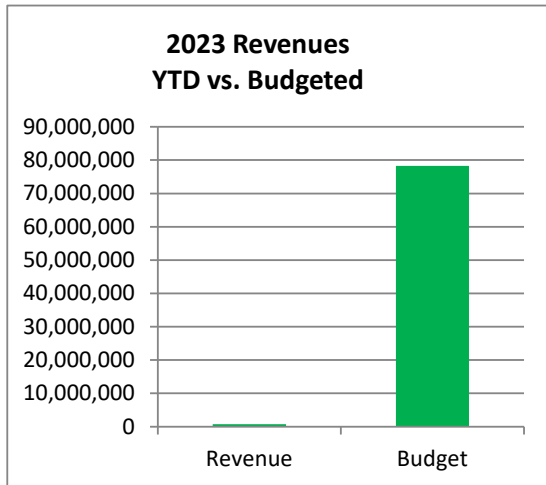
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Water Fund
Period Ending January 31, 2023
Unaudited

Item #9.

Water Fund	2023 Actuals January	2023 Adopted Budget	%
			Complete
Beginning Cash Balance*	37,380,557	37,380,557	
Revenues:			
Charges for Services	281,021	4,555,000	6.2%
Total Operating Revenues	281,021	4,555,000	6.2%
Expenses:			
Administration	12,796	235,300	5.4%
Operations	337,496	4,365,350	7.7%
Capital Outlay	49,346	36,417,280	0.1%
Depreciation	36,232	970,000	3.7%
Transfers Out	-	600,000	
Total Operating Expenses	435,871	43,187,930	1.0%
Operating Income (Loss)	(154,850)	(38,632,930)	
Non-Operating Revenues (Expenses)			
Tap Fees	223,963	1,357,605	16.5%
Capital Investment Fees	195,197	1,147,945	17.0%
Misc. Revenues	27,423	71,226,500	0.0%
Interest Expense	57,582	20,000	287.9%
Total Non-Operating Revenues (Expenses)	504,165	73,752,050	0.7%
Excess (Deficiency) of Revenues and Other Sources over Expenses	349,315	35,119,120	
Ending Cash Balance*	37,729,872	72,499,677	

* - Unaudited

8% of the fiscal year has elapsed



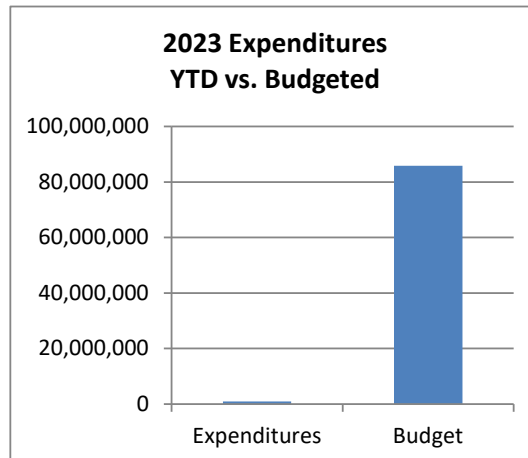
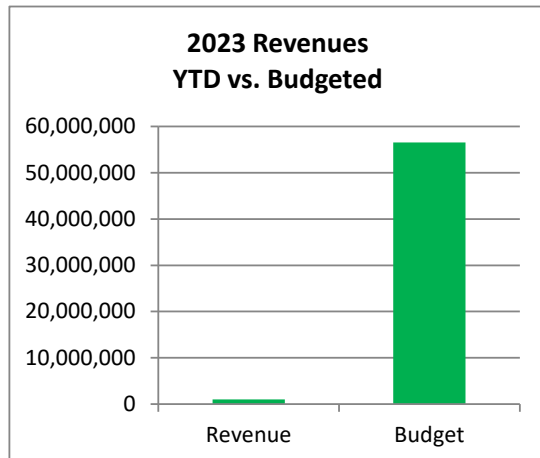
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Sewer Fund
Period Ending January 31, 2023
Unaudited

Item #9.

Sewer Fund	2023 Actuals January	2023 Adopted Budget	% Complete
Beginning Cash Balance*	47,151,463	47,151,463	
Revenues:			
Charges for Services	273,090	3,181,500	8.6%
Total Operating Revenues	273,090	3,181,500	8.6%
Expenses:			
Administration	13,138	227,750	5.8%
Operations	166,798	2,687,960	6.2%
Capital Outlay	778,184	78,381,000	1.0%
Depreciation	19,126	1,200,000	1.6%
Debt Service	-	2,764,000	0.0%
Transfers Out	-	600,000	0.0%
Total Operating Expenses	977,246	85,860,710	1.1%
Operating Income (Loss)	(704,156)	(82,679,210)	
Non-Operating Revenues (Expenses)			
Capital Improvement Fees	491,600	3,218,560	15.3%
Misc. Revenues	4,675	18,900	24.7%
Interest Expense	229,563	100,000	229.6%
Debt Proceeds	-	50,000,000	
Total Non-Operating Revenues (Expenses)	725,838	53,337,460	1.4%
Excess (Deficiency) of Revenues and Other Sources over Expenses	21,682	(29,341,750)	
Ending Cash Balance*	47,173,145	17,809,713	

* - Unaudited

8% of the fiscal year has elapsed



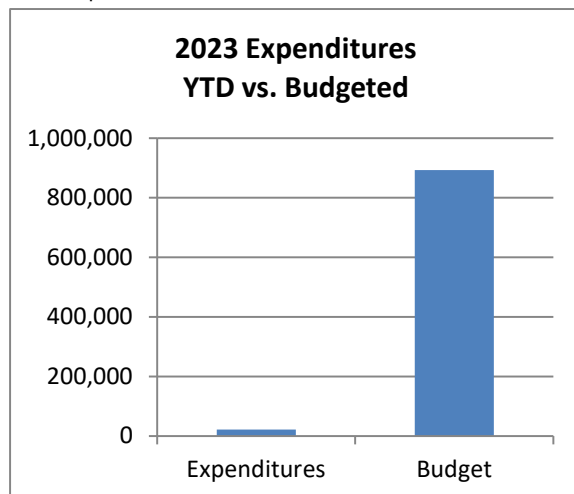
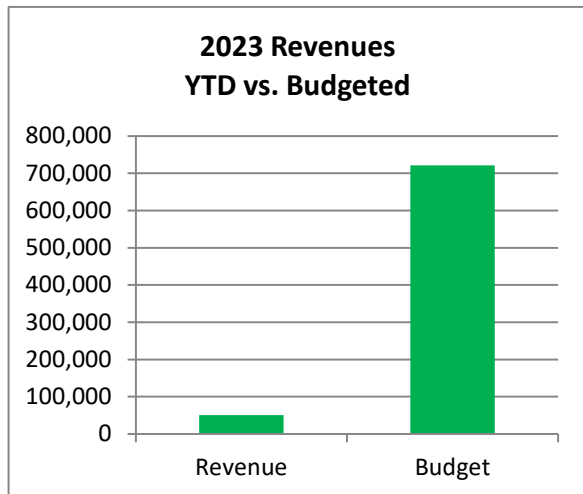
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Drainage Fund
Period Ending January 31, 2023
Unaudited

Item #9.

Drainage Fund	2023 Actuals January	2023 Adopted Budget	% Complete
Beginning Cash Balance*	4,232,022	4,232,022	
Revenues:			
Charges for Services	43,190	500,000	8.6%
Total Operating Revenues	43,190	500,000	8.6%
Expenses:			
Administration	9,317	150,400	6.2%
Operations	12,952	493,025	2.6%
Capital Improvements	-	-	
Transfer Out	-	250,000	
Total Operating Expenses	22,269	893,425	2.5%
Operating Income (Loss)	20,921	(393,425)	
Non-Operating Revenues (Expenses)			
Capital Revenues	-	220,000	0.0%
Misc. Revenues	-	-	
Interest Expense	7,735	1,000	773.5%
Total Non-Operating Revenues (Expenses)	7,735	221,000	3.5%
Excess (Deficiency) of Revenues and Other Sources over Expenses	28,655	(172,425)	
Ending Cash Balance*	4,260,677	4,059,597	

* - Unaudited

8% of the fiscal year has elapsed



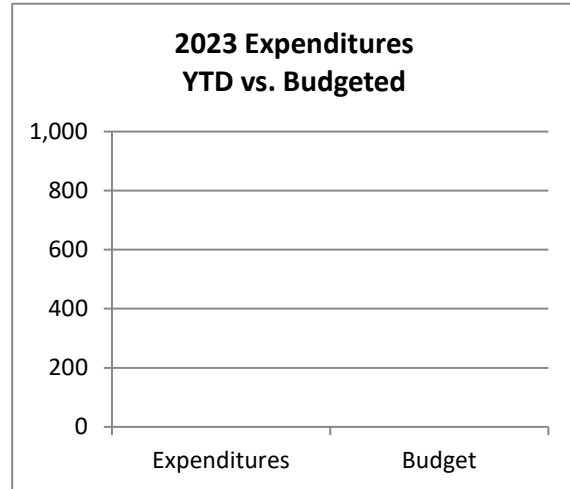
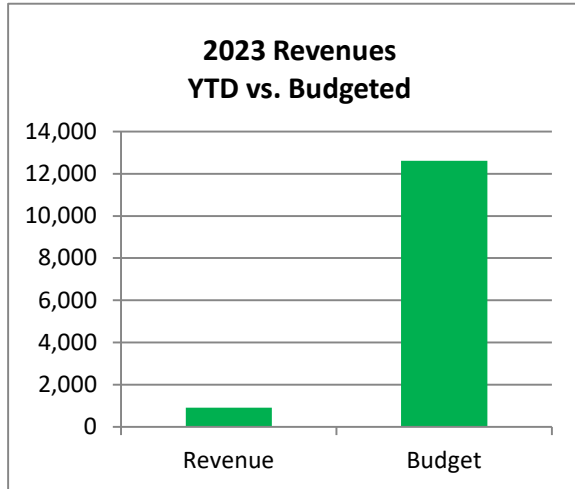
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Cemetery Perpetual Fund
Period Ending January 31, 2023
Unaudited

Item #9.

Cemetery Perpetual Fund	2023 Actuals January	2023 Adopted Budget	%
			Complete
Beginning Fund Balance*	168,889	168,889	
Revenues:			
Miscellaneous Revenue	450	12,560	3.6%
Earnings on Investment	453	60	755.7%
	903	12,620	7.2%
Expenditures:			
Operations & Maintenance	-	-	
Capital Outlay	-	-	
Transfers Out	-	-	
	-	-	
Total Expenditures	-	-	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	903	12,620	
Ending Fund Balance*	169,792	181,509	

* - Unaudited

8% of the fiscal year has elapsed



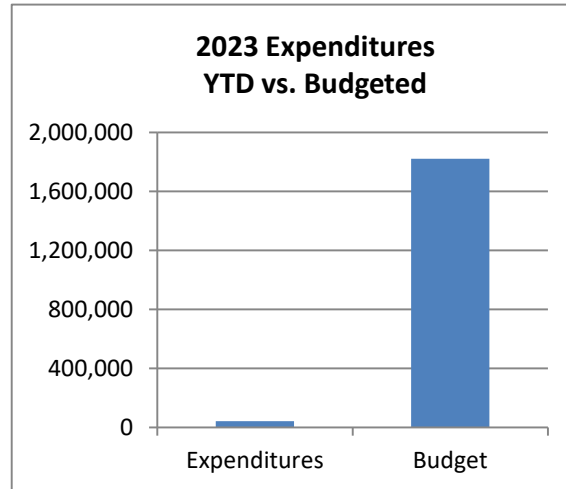
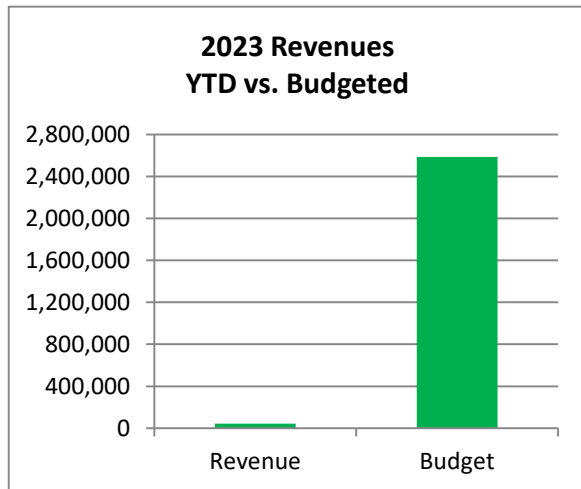
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Library Fund
Period Ending January 31, 2023
Unaudited

Item #9.

Library Fund	2023 Actuals January	2023 Adopted Budget	% Complete
Beginning Fund Balance*	8,580,860	8,580,860	
Revenues:			
Intergovernmental	-	819,186	0.0%
Miscellaneous Revenue	-	11,000	0.0%
Capital Investment Fees	42,676	439,410	9.7%
Interest	2,141	75,000	2.9%
<i>Transfers In</i>	-	1,243,246	0.0%
	44,817	2,587,842	1.7%
Expenditures:			
Operations	41,986	1,821,000	2.3%
Capital Outlay	-	-	0.0%
	41,986	1,821,000	2.3%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	2,831	766,842	
Ending Fund Balance*	8,583,691	9,347,702	

* - Unaudited

8% of the fiscal year has elapsed



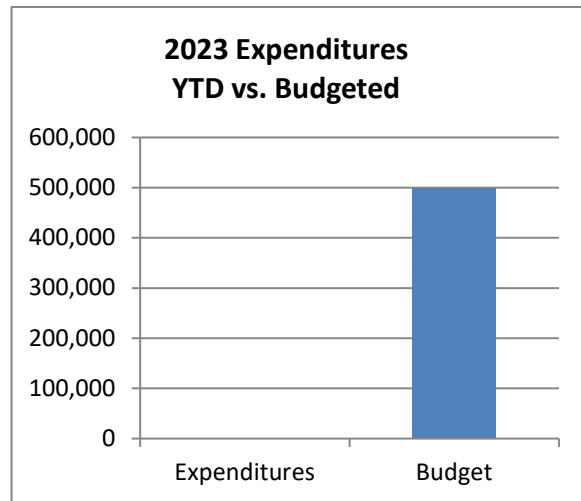
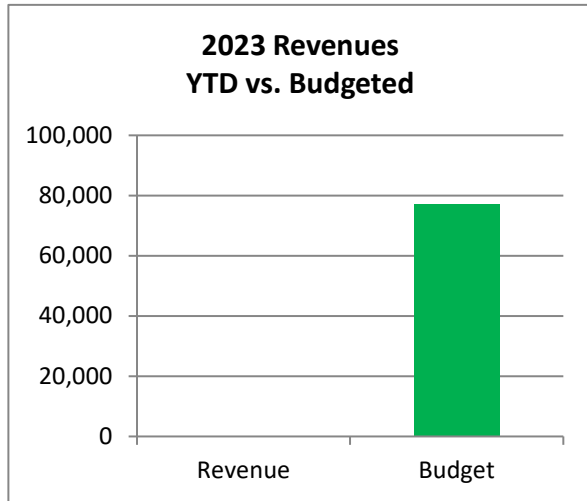
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Recreation Center Fund
Period Ending January 31, 2023
Unaudited

Item #9.

Recreation Center Fund	2023 Actuals January	2023 Adopted Budget	% Complete
Beginning Fund Balance*	922,738	922,738	
<u>Revenues:</u>			
State Grants	-	0	
Transfers In	-	77,262	
Earnings on Investment	-	-	
	-	-	
Total Operating Revenues	-	77,262	
<u>Expenditures:</u>			
Operations & Maintenance	-	500,000	0.0%
Capital Outlay	-	-	
	-	-	
Total Expenditures	-	500,000	0.0%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	-	(422,738)	
Ending Fund Balance*	922,738	500,000	

* - Unaudited

8% of the fiscal year has elapsed



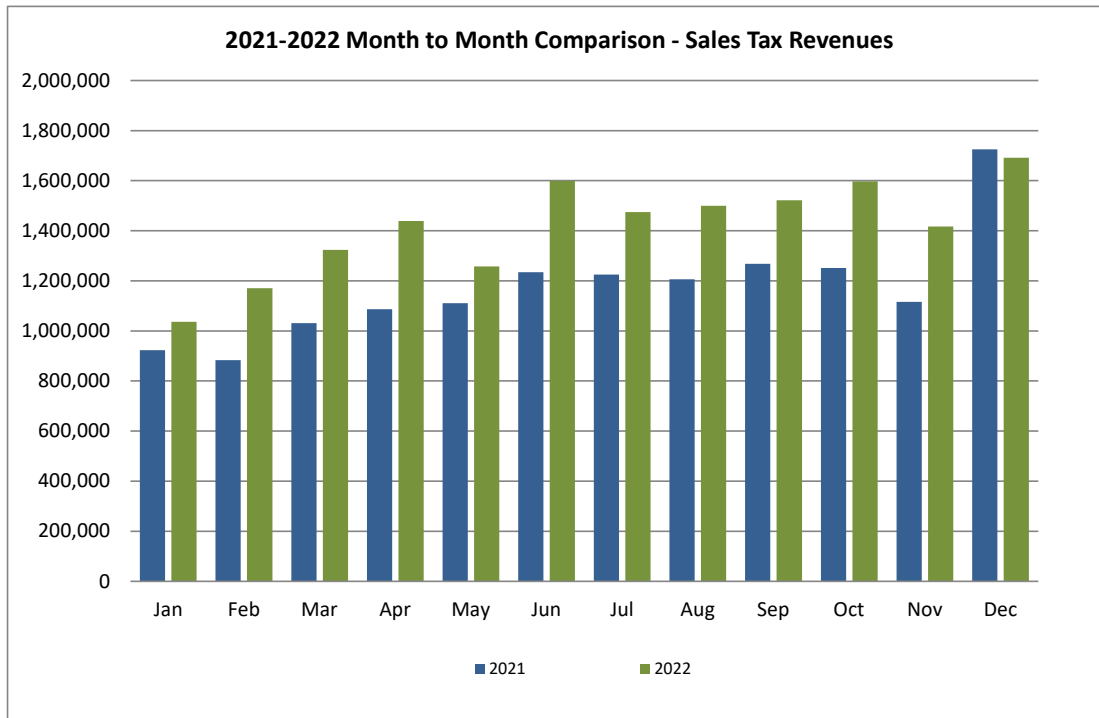
**Sales Tax Analysis and Comparison
2022**

Item #9.

<u>Month/Year</u>	<u>Sales Tax Collected*</u>	<u>Motor Vehicle Sales Tax Collected*</u>	<u>Total Sales Taxes Collected*</u>
Jan-21	744,120	178,705	922,826
Feb-21	743,695	139,660	883,356
Mar-21	906,817	124,138	1,030,955
Apr-21	918,293	168,662	1,086,954
May-21	896,848	213,617	1,110,465
Jun-21	1,015,237	219,682	1,234,920
Jul-21	1,028,270	196,440	1,224,709
Aug-21	999,329	206,802	1,206,132
Sep-21	1,057,297	211,060	1,268,357
Oct-21	1,074,502	176,424	1,250,927
Nov-21	991,990	124,164	1,116,155
Dec-21	1,510,803	214,790	1,725,593
2021 Total	11,887,203	2,174,145	14,061,348

Jan-22	860,076	176,235	1,036,312
Feb-22	1,039,339	131,014	1,170,353
Mar-22	1,140,339	183,753	1,324,092
Apr-22	1,225,967	212,749	1,438,716
May-22	1,081,813	175,308	1,257,121
Jun-22	1,387,474	211,390	1,598,864
Jul-22	1,314,434	159,699	1,474,133
Aug-22	1,301,869	197,915	1,499,784
Sep-22	1,339,168	182,866	1,522,033
Oct-22	1,333,815	263,755	1,597,569
Nov-22	1,228,245	188,305	1,416,551
Dec-22	1,506,874	184,930	1,691,804
2022 Total	14,759,413	2,267,919	17,027,332

Jan - Dec 2021	11,887,203	2,174,145	14,061,348
Jan - Dec 2022	14,759,413	2,267,919	17,027,332
% Increase (Decrease)	24.16%	4.31%	21.09%



* Amounts shown reflect different reporting periods for various entities.



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

- AGENDA DATE:** February 22, 2023
- SUBJECT:** Recurring Fees Request for Operation Services – Johnstown Village Metropolitan District No. 2
- ACTION PROPOSED:** Consider Request from Johnstown Village Metropolitan District No. 2
- ATTACHMENTS:**
1. Letter Request from Johnstown Village Metropolitan District No. 2
 2. Johnstown Village Metropolitan District No. 2 Multi-Year Budget
- PRESENTED BY:** Matt LeCerf, Town Manager
-

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is a request from legal counsel representing the Johnstown Village Metropolitan District (MD) No. 2. The subdivision is more commonly referred to as Mallard Ridge consisting of only the Single-Family development. They are requesting the ability to implement a recurring fee in addition to the existing 10 mills for operation and maintenance of District owned and/or maintained common areas and amenities. The information and specifically the budget provided by legal counsel illustrates that the current 10 mills revenue (subject to Gallagher Adjustment) is not sufficient to balance the expenditures incurred.

The Service Plan for the MD provides that the maximum debt mill levy cap, subject to adjustment, is 50 mills, 10 of which are allocated to pay for regional sanitary sewer, and drainage and stormwater improvements.

There are several unanswered questions related to this request that we are unable to provide based on the information received. Those items include:

- What is the initial fee to be imposed – annually and monthly as applicable?

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- Will there be an annual increase to this fee imposed if approved by Council?
- At what time will the residents be the controlling majority of this MD and then subsequently be able to make decisions related to this fee based on feedback from the residents in the community?
- Is there a cap on the proposed fee?

In general, and in order to maintain the common areas and amenities, Staff preference would be to see mill levy adjustments permissible if the MD is controlled by a majority of the residents in the community. This allows the residents to have the control and establish the standards by which they want to own, operate and maintain their subdivision’s common areas and amenities. Currently our model service plan and this agreement do not permit for this flexibility which could be ultimately decided by the residents on an annual basis.

Ultimately this decision resides exclusively with the Town Council. Staff is supportive of the assessment of a fee that insures the MD is sustainable to maintain their public areas based on their actual expenses. Staff though is not supportive of an arbitrary fee that creates a cash surplus in the fund and accumulates an unnecessary fund balance and subsequently impacts the property owners quality of life.

LEGAL ADVICE:

The Town Attorney received this request as well as the Town Manager

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Staff is supportive of the assessment of a fee that insures the MD is sustainable to maintain their public areas based on their actual expenses. Staff though is not supportive of an arbitrary fee that creates a cash surplus in the fund and accumulates an unnecessary fund balance and subsequently impacts the property owners quality of life.

SUGGESTED MOTIONS:

For Approval: I move to approve the Johnstown Village Metropolitan District No. 2’s request to impose a Recurring Fee in the amount necessary to support the District’s administrative, operations and maintenance expenses at a rate the District’s Board of Directors determines is necessary.

Alternate For Approval: I move to approve the Johnstown Village Metropolitan District No. 2's request to impose a Recurring Fee to support the District's administrative, operations and maintenance expenses:

- At a rate of _____ annually.
- With a cap of _____ annually.
- With an annual increase of not more than _____%.
- For a period of ___ years, at which time the District, if it desires to continue imposing the Recurring Fee, shall be required to submit a new request to the Town.

For Denial: I move to deny the Johnstown Village Metropolitan District No. 2's request to impose a Recurring Fee.

Reviewed and Approved for Presentation,



Town Manager

**Shareholders**

Paul R. Cockrel
 Evan D. Ela
 Linda M. Glesne
 David A. Greher
 Matthew P. Ruhland

Associates

Joseph W. Norris
 Harley G. Gifford
 Madison D. Phillips

Paralegals

Micki Mills
 Sarah Luetjen

January 13, 2023

Matt LeCerf, Town Manager
 Town of Johnstown

VIA EMAIL

Re: Recurring Fees for Operation Services – Johnstown Village Metropolitan District No. 2

Dear Mr. LeCerf:

As you know, our firm serves as general counsel for Johnstown Village Metropolitan District No. 2 (the “**District**”). The District was organized and currently operates pursuant to the Consolidated Service Plan for Johnstown Village Districts Nos. 1-5, approved by the Town of Johnstown (the “**Town**”) on May 21, 2018 (the “**Service Plan**”).

Pursuant to Section V.A.15 of the Service Plan, the District may impose and collect Recurring Fees for administrative, operations and maintenance expenses for services, programs or facilities furnished by the District. However, such imposition of Recurring Fees is subject to review and approval by the Town.

The District has financed and/or currently owns, operates and maintains numerous community public amenities, including:

- Tract B: 1.11 acre park, which includes a playground, walking trails, benches, irrigated turf and landscaping;
- Tract C: 0.83 acre park, which includes a playground, walking trails, benches, irrigated turf and landscaping;
- Tract F: 4.89 acres, which includes landscaping and walking trails;
- Tract I: 1.38 acres, which includes landscaping, irrigated native grasses, benches and walking trails; and

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- Tract H: 5.23 acre park, which includes a playground, shade structure, benches, walking trails, open space, irrigated turf and landscaping (*Note: an additional playground is being constructed in Tract H with an estimated delivery date of Q2 2023*).

Pursuant to the Service Plan, the District is authorized to impose an Operations and Maintenance Mill Levy for administrative, operations and maintenance costs. The Operations and Maintenance Mill levy is limited to 10 mills pursuant to Section VI.C.5 of the Service Plan, subject to the Gallagher Adjustment.

In addition, the Maximum Debt Mill Levy under Section VI.C.1 of the Service Plan is 40 mills, subject to a Gallagher Adjustment. However, Section VI.C.1 goes on to state that in the event the District undertakes the planning, design, acquisition, construction, installation, development and financing of the Regional Improvements, the Maximum Debt Mill Levy the District is permitted to impose for the payment of debt shall be 50 mills, subject to Gallagher Adjustment. The additional mills related to the Maximum Debt Mill Levy is for the sole purpose of financing the planning, design, acquisition, construction, installation, and development of the Regional Improvements, and may not be applied to operations and maintenance expenses of any public improvements, including the Regional Improvements.

The District currently provides services, including snow removal and open space and park landscape operations and maintenance. The District has compiled a budget which estimates revenues and expenses related to the District's operations and maintenance services through 2027 (see the included budget).

The revenues generated by the Operations and Maintenance Mill Levy have historically been insufficient to support the District's operations and administration expenses and, as shown in the budget, it is projected that such revenues will to continue to be insufficient at buildout. As developer subsidies are not guaranteed and will certainly not continue indefinitely, it is best public policy for the District to have the financial powers necessary to self-fund its operations and administrative expenses.

To date, the developer of the project has subsidized the District's operations in an amount of at least \$232,000. This budget is also intended to show the extent of the District's current deficit and the need for the District to produce an additional source of revenue to subsidize the District's administrative, operations and maintenance expenses going forward. While the budget shows a per lot fee of \$621.89 (~\$51/monthly) for collection in 2023, it is anticipated that the developer of the project will cover the 2023 operations deficit and the District will not impose any Recurring Fees for collection in 2023.



As such, the District has determined that imposition of a Recurring Fee is necessary to support the services, programs, and facilities that it currently provides and will continue to provide to its residents and taxpayers. The District currently has a number of residents and, while there is no guarantee, it is expected that residents will become members of the District's Board of Directors as part of the District's 2023 regular election. The District hereby requests the Town Council's approval to impose and collect a Recurring Fee from each residential unit, for collection beginning in 2024, in an amount as determined by the District's Board of Directors.

Representatives from the District and the developer of the project intend to attend the February 6th Town Council meeting and will be available to discuss and answer any questions the Town Council may have.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Matthew P. Ruhland', written in a cursive style.

Matthew P. Ruhland

cc: Avi Rocklin (Town Attorney)



MALLARD RIDGE

Johnstown Village Metropolitan District No.2 (Mallard Ridge)

Town Council
February 22nd, 2023

Meeting Agenda

Item #10.

1. Introductions
2. Project Location
3. Project Status
4. Existing Amenities
5. Associated Maintenance & Operations Costs
6. Johnstown Village Metropolitan District No.2 Proposed Solutions for O&M Deficit
 - Implement Operations Fee
 - Increased O&M Mill Levy
7. Benefits of Operations Fee
8. Northern Colorado Market Comparisons
9. Questions

Introductions

Matt Ruhland, General Counsel – Cockrel Ela Glesne Greher & Ruhland, P.C.

Alex Carlson, District Manager – Centennial Consulting Group

Bryan Reid, District Board Secretary/Treasurer – Forestar Real Estate Group

Brandon Jack, District Board President – Forestar Real Estate Group

Project Location



- 138 acres located at the southeast corner of CO HWY 60 and Colorado Boulevard and a total of 263 single-family homes.

Project Status

- Started construction in January 2020.
- Final stages of development anticipated to be completed mid-2023.
- District has (5) total board seats.
- District will have a Director Election to take place in 2023.
- 142 of the anticipated 263 homes are resident occupied.
- District is responsible for maintaining common areas and amenities (shown on next slides).

Johnstown Village (Mallard Ridge)



Item #10.

Existing Amenities

Tract B

- 1.11-acre Park which includes a playground, walking trails, benches, irrigated turf and landscaping



Tract C

- 0.83-acre Park which includes a playground, walking trails, benches, irrigated turf and landscaping



Tract F

- 4.89-acres which includes landscaping and walking trails



Existing Amenities

Tract H

- 5.23-acre Park which includes a playground, shade structure, benches, walking trails, open space, irrigated turf and landscaping
- An additional playground is being constructed with an estimated delivery date of Q2 2023

Tract I

- 1.38-acres which includes landscaping, irrigated native grasses, benches, and walking trails



Associated Maintenance & Operations Costs

Estimated Assessed Value	280,660	2,632,690	5,588,317	8,740,027	10,965,657	10,965,657
Operating Levy	10.070	10.070	10.070	10.070	10.070	10.070
	2022*	2023*	2024	2025	2026	2027
Revenues						
Property Taxes	2,826	26,511	56,274	88,012	110,424	110,424
Specific Ownership Taxes	170	1,591	3,376	5,281	6,625	6,625
Less Treasurer's Fees	(42)	(398)	(844)	(1,320)	(1,656)	(1,656)
Net Tax Revenue	2,954	27,704	58,806	91,973	115,393	115,393
Expenses						
General & Administrative						
Management	18,000	36,000	39,600	41,184	42,831	44,544
Legal	15,000	40,000	15,000	20,000	15,000	20,000
Other (2% Growth)	20,000	20,400	20,808	21,224	21,648	22,081
Utilities (2% Growth)	41,500	42,330	43,177	44,041	44,922	45,820
Landscape (2% Growth)	51,500	52,530	53,581	54,653	55,746	56,861
Total Expenses	146,000	191,260	172,166	181,102	180,147	189,306
Deficit	(143,046)	(163,556)	(113,360)	(89,129)	(64,754)	(73,913)
Estimated Fee Per Home (Annual)		1,277.78	542.39	337.61	245.28	279.97
Estimated Fee Per Home (Monthly)		106.48	45.20	28.13	20.44	23.33

*Developer to cover deficit through 2023

- Current O&M mill levy doesn't cover associated long-term costs of existing amenities.
- There are two options to address O&M deficit including implementing a reoccurring operations fee or increasing the O&M mill levy.
- Developer has budgeted to cover deficit through 2023 but this revenue source is not expected to continue beyond that.

District's Proposed Solutions for O&M Deficit

Implement Recurring Operations Fee

- Administrative approval by Town to impose and collect a Recurring Fee, through the District without any further action needed from the Town after tonight.
- Fee can be re-evaluated by the District Board on an annual basis to align with actual budget.
- Proposed fee implementation to begin in 2024.
- Fee collected by direct payment from property owner.
- District's preferred solution, as it is most efficient and cost effective.

Increase O&M Mill Levy

- Requires Service Plan Amendment with Town Council approval via public hearing.
- Mill levy rate can be re-evaluated by the District Board on an annual basis to align with actual budget.
- Payment and collections of increased mill levy to begin in 2024.
- Mill levy collected through property taxes.
- Would require additional time and expense for a District that is already running in a deficit.

Benefits of increased District Revenues

- Empowers the board members, i.e., the residents, to manage their own community.
- Creates a more fiscally responsible and sustainable District.

Northern Colorado Market Comparisons

Serratoga Falls Metropolitan District **(Timnath)**

- \$1000/Annual Operations Fee
 - Covers administrative and maintenance costs
- 11.367 O&M mills

The Ridge at Harmony Road Metropolitan District **(Windsor)**

- \$150/Annual Operations Fee
 - Covers administrative and maintenance costs
- 11.453 O&M mills

Liberty Mead Metropolitan District **(Mead)**

- \$350/Annual Operations Fee
 - Covers administrative and maintenance costs
- 5 O&M mills



THANK YOU
Questions?



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

- AGENDA DATE:** February 22, 2023
- SUBJECT:** Ordinance 2023-242 Amending Article II of Chapter 11 of the Johnstown Municipal Code concerning Use and Excavation of Public Right-of-way
- ACTION PROPOSED:** Approval of Ordinance 2023-242 Amending Article II of Chapter 11 of the Johnstown Municipal Code concerning Use and Excavation of Public Right-of-way
- ATTACHMENTS:** 1. Ordinance 2023-242
- PRESENTED BY:** Troy White, Public Works Director
-

AGENDA ITEM DESCRIPTION:

Ordinance 2023-242 will provide Town Staff the means to regulate unauthorized obstructions of, excavations in, and use of the Town’s rights-of-way by requiring permits for ALL construction activities within the Johnstown rights-of-way. A Right-of-Way Use Permit grants a permit holder permission to occupy, excavate, survey, perform locations, or construct facilities within the Town’s rights-of-way, and provides for the subsequent restoration upon completion.

As part of the permit process, the applicant will be responsible for submitting a temporary traffic control plan (TCP). The TCP describes temporary traffic control measures to be used for facilitating road users (drivers, bicyclists, and pedestrians) through a work zone. The TCP plays a vital role in providing continuity of safe and efficient road user flow when a work zone temporarily disrupts normal road user flow.

Over the past several months the Town has observed unauthorized use of our public right-of-way. Currently, the Town has no enforcement authority to penalize such unauthorized use. Ordinance 2023-242 will provide the Town with the authority necessary to levy fines and order a cease and desist of such unauthorized use of the Town’s right-of-way. In addition, Ordinance 2023-242 provides measures for Town staff to have improperly installed TCPs corrected, thus avoiding potentially serious safety issues. The Ordinance also allows staff to request additional

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safety measures be installed if deemed necessary to protect the public or workers (i.e. jersey barricades).

Permit fees associated with Ordinance 2023-242 will be included in the Town of Johnstown Fee Schedule. In addition to updating our Municipal Code, the fee structure for permits has also been updated. The new fee structure will make it easier for the applicant to understand the upfront cost and is more in line with surrounding communities. The Town’s current fee structure is based off a percentage of actual cost of materials being used in the public right-of-way. This results in some permits being issued for free if there are no materials being used (i.e., Potholing), which means that for “no materials” permits, costs associated with staff time (issuing the permit and inspecting the roadway repairs) is not being recovered. Furthermore, there is no way for the Town to ascertain if the cost of materials being submitted is adequately represented by the applicant and would be a very cumbersome process to do so. The new fee structure is based off actual Town Staff time reviewing the application and associated work to be completed, reviewing and adjusting the proposed TCP, issuing the permit, and inspecting repairs after the work is complete. The Town Fee Schedule is set for presentation next month which would coincide more appropriately with the effective date of this ordinance given the need for two (2) readings of this ordinance.

Town Staff believes that Ordinance 2023-242 is in the best interest of the public and will ensure our roads remain as safe as possible during right-of-way construction activities.

This Article does not apply to conduct regulated by a Town-issued special event permit.

LEGAL ADVICE:

Legal has reviewed and approved Ordinance 2023-242.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Approval of Ordinance 2023-242 Amending Article II of Chapter 11 of the Johnstown Municipal Code concerning Use and Excavation of Public Right-of-way

SUGGESTED MOTIONS:

For Approval

I move to approve Ordinance 2023-242 Amending Article II of Chapter 11 of the Johnstown Municipal Code concerning Use and Excavation of Public Right-of-way upon first reading.

For Denial

I move we deny Ordinance 2023-242 Amending Article II of Chapter 11 of the Johnstown Municipal Code concerning Use and Excavation of Public Right-of-way upon first reading.

Reviewed and Approved for Presentation,



Town Manager

**TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2023-242**

**AN ORDINANCE AMENDING ARTICLE II OF CHAPTER 11 OF
THE JOHNSTOWN MUNICIPAL CODE CONCERNING USE
AND EXCAVATION OF PUBLIC RIGHTS-OF-WAY**

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

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

WHEREAS, Article II of Chapter 11 of the Johnstown Municipal Code regulates excavations in the public rights-of-way in the Town; and

WHEREAS, Town staff recommends that the Article II of Chapter 11 of the Code be expanded to include, among other provisions, the requirement that persons conducting work in the public right-of-way obtain a permit and a Town-approved traffic control plan and pay a permit fee; and

WHEREAS, to effectuate the foregoing, the Town Council desires to amend and modify Article II of Chapter 11 of the Code; and

WHEREAS, the Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town, that it is promulgated for the preservation of the public health, welfare, peace, safety and property and that this Ordinance is in the best interests of the citizens of the Town.

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

Section 1. Article II of Chapter 11 of the Code shall be deleted and replaced in full with the following:

ARTICLE II Use and Excavation of Public Rights-of-Way

Sec. 11-21. Work and conduct in public right-of-way.

All construction, excavation and work of any kind and any conduct in, above or under any public right-of-way, including but not limited to any street, sidewalk, curb, gutter, alley or other public place, shall be subject to the provisions of this Article. This Article does not apply to conduct regulated by a Town-issued special event permit.

Sec. 11-22. Rules and Regulations.

The Town Manager shall adopt rules and regulations describing the procedures and specifications under which work in the public right-of-way shall be conducted. Such rules and regulations shall be on file and available for public examination in the office of the Town Clerk. The failure to comply with any rule or regulation promulgated under this Article, as amended from time to time, shall be deemed a violation of the Code. The Town Manager may delegate any duty specified in this Article to a qualified employee, contractor or agent of the Town.

Sec. 11-23. Right-of-way permit.

Except an employee or contractor of the Town, unless a written exemption is provided by the Town Manager, all persons seeking to conduct work of any kind in the public right-of-way shall obtain a right-of-way permit from the Town prior to the commencement of such work and shall comply with the terms of the right-of-way permit when conducting such work. The right-of-way permit shall be available at the job site and produced upon request. The work authorized by the right-of-way permit shall be commenced within a reasonable time after issuance of the permit and shall be diligently and continuously performed until completion. In the event that weather, process of law or any other unexpected obstacle causes work to be stopped for so long a time that public travel would be unreasonably obstructed, the Town Manager may require that the work cease and, if applicable, the excavation refilled and repaved.

Sec. 11-24. Traffic control plan.

- (a) Except an employee or contractor of the Town, unless a written exemption is provided by the Town Manager, all persons seeking to conduct work of any kind in the public right-of-way shall obtain approval of a traffic control plan from the Town prior to the commencement of such work and shall comply with the approved traffic control plan when conducting such work.
- (b) Except an employee or contractor of the Town, unless a written exemption is provided by the Town Manager, no person shall close or restrict any public right-of-way without the written consent of the Town Manager and without obtaining approval of a traffic control plan from the Town prior to such closure or restriction.

Sec. 11-25. Right-of-way permit fee.

Unless a written exemption is provided by the Town Manager, upon the issuance of a right-of-way permit, the permittee shall pay a fee in the amount set forth by resolution of the Town Council in the Town Fee Schedule.

Sec. 11-26. Acts in the public-right-way.

No person shall intentionally take any action in the public right-of-way that creates a risk to the public health, safety or welfare.

Sec. 11-27. Violation.

Any person violating any provision of this Article shall be deemed guilty of such violation and, upon conviction thereof, shall be penalized as provided in Article IV of Chapter 1 of the Code.

Section 2. Severability. If any part or provision of this Ordinance, or its application to any person or circumstance, is adjudged to be invalid or unenforceable, the invalidity or unenforceability of such part, provision, or application shall not affect any of the remaining parts, provisions or applications of this Ordinance that can be given effect without the invalid provision, part or application, and to this end the provisions and parts of this Ordinance are declared to be severable.

Section 3. Code revisions. Minor changes such as the format and other changes to unify the revised Code may be necessary. The Town Clerk is hereby authorized to make such changes, provided that neither the intent nor substantive content be altered by such changes.

Section 4. Publication; Effective Date; Recording. This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Town’s Home Rule Charter and the adoption, posting and publication shall be authenticated by the signature of the Mayor and the Town Clerk. This Ordinance shall become effective upon final passage as provided by the Home Rule Charter of the Town of Johnstown, Colorado. Copies of the entire Ordinance are available at the office of the Town Clerk.

INTRODUCED, AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this ____ day of _____, 2023.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Hannah Hill, Town Clerk

By: _____
Gary Lebsack, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this ____ day of _____, 2023.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Hannah Hill, Town Clerk

By: _____
Gary Lebsack, Mayor

The regular meeting of the Glenn A. Jones, M.D. Memorial Library Board was called to order at 7:09 pm by Chad Young. Debi Sauer, Jenna Hall, Corina Strickland, Sheryl Ballard and Director Kristi Plumb were also in attendance.

The November 2022 minutes were approved. The financial reports for November and December were reviewed, ending with the approval of December as follows:

December beginning balance	\$ 62,339.16	Petty Cash beginning balance	\$ 607.84
Inflow	195,010.06 (100,000.00 from CO trust)		-0-
Outflow	232,064.50		122.83
Ending balance	\$ 25,284.72		\$ 485.01
CO Trust: \$ 6,339,966.63			

Director's Report:

Artist-in-Residence: In December 2022-Georgia Nichols displayed global Nativities. For January-Greeley Model Railroad Museum shared a village and Lionel Harry Potter Train set.

Art Rail Artist: Riley Lubich, graduate of Roosevelt High School.

Milliken: Kristi submitted 2022 library data to Milliken Town Administrator, along with a list of partnerships and a thank you for being recognized as Honored Organization at Beef n' Bean Day. Administrator Cheryl Powell will be sharing the information with the Town Board. Coffee Shop issues: dogs are allowed; library materials smell like food- Kristi will discuss concerns with Lynette and explore exhaust fan funding.

Building: Kristi is in contact with Fransen Pittman regarding warranty items and clean up.

Staff: Jackie Prado put in her two-week notice and Payton Eller has returned to school-Kristi will advertise for a Makerspace excited person. Staff is working tirelessly to optimize programming-both in and out of the building! Monica Johnson has accepted a seat on the School Board. Kristi refers to Staff as her 'dream team'!

2023 Goals: Increase circulation! Provide more programming that doesn't require registration! Solidify policies for Makerspace and Library of Things! Update Employee Handbook-Kristi will forward another section for February edits.

Final valuations from the Weld County Assessor for 2023 will be \$811,068.49.

A patron has been suspended from the building and several others in the District.

Meeting adjourned at 8:45 pm. Next meeting will be February 21, 2023.

November/December statistics: Johnstown—door count: 6603/7149	circulation—7285/6694
Milliken—door count: 345/255	circulation—378/304

Respectfully submitted, Sheryl Ballard, secretary

Item #12.

JOHN MEMORIAL LIBRARY CASH FLOW REPORT - DEC 2022		Y-T-D	2022 BUDGET	To Date	Notes
ENDING CHECKING BALANCE	\$ 62,339.16	\$ -	\$ 20,000.00		
INFLOWS					
Donations/Grants	\$ -	\$ 173.24	\$ 3,500.00		
Interest	\$ 87.44	\$ 107,314.69	\$ 5,000.00		
Misc Income	\$ 116.50	\$ 2,368.47	\$ 7,500.00		
Returned check	\$ (10.00)	\$ (10.00)	\$ -		
Investments	\$ 100,000.00	\$ 200,000.00	\$ -		
Town of Johnstown	\$ 94,816.12	\$ 1,398,126.23	\$ 1,140,000.00		
High Plains Library District	\$ -	\$ 486,563.66	\$ 488,959.00		
INFLOWS TOTAL	\$ 195,010.06	\$ 2,194,536.29	\$ -		
TOTAL AVAILABLE FUNDS	\$ 257,349.22		\$ 1,664,959.00		
OUTFLOWS					
Advertising	\$ 1,508.00	\$ 20,536.61	\$ 22,000.00		
Audio/DVD -20	\$ 444.80	\$ 6,767.10	\$ 15,000.00	221	
Books - 304	\$ 5,398.71	\$ 33,867.29	\$ 50,000.00	2378	
Collection Fees/Bad Debts	\$ -	\$ -	\$ 2,000.00		
Computer Expenses	\$ -	\$ 256.73	\$ 5,000.00		
Equipment & Furniture	\$ -	\$ 19,080.98	\$ 60,000.00		Maker Space
Gifts Given	\$ -	\$ 996.47	\$ 2,500.00		
Insurance, Bldg. Contents	\$ -	\$ -	\$ 5,000.00		
Investments	\$ -	\$ 1,250,000.00	\$ 192,959.00		
Legal Fees/Consulting Fees	\$ -	\$ -	\$ 10,000.00		
Maintenance	\$ 6,486.42	\$ 53,319.51	\$ 60,000.00		
Memberships/Licenses	\$ 147.90	\$ 356.90	\$ 2,500.00		
Milliken Location	\$ -	\$ 459.73	\$ 20,000.00		
Outreach	\$ 161.37	\$ 485.83	\$ 10,000.00		
Professional Enrichment	\$ 182.39	\$ 1,940.43	\$ 5,000.00		
Programming	\$ 1,864.63	\$ 26,318.24	\$ 100,000.00		Lot - \$2388.48
Salaries/Compensation	\$ 103,574.70	\$ 397,392.56	\$ 500,000.00		
Health Ins./retirement	\$ 2,537.98	\$ 2,537.98	\$ 18,000.00		
Staff Bonuses/Perks	\$ 9,310.00	\$ 11,060.10	\$ 12,000.00		
Workers' Comp	\$ 101.70	\$ 378.62	\$ 3,000.00		
Subscriptions, Periodicals	\$ 585.00	\$ 2,685.33	\$ 5,000.00		
Supplies, Janitorial	\$ 97.24	\$ 819.35	\$ 3,000.00		
Supplies/Expenses, Library	\$ 501.40	\$ 5,794.19	\$ 12,000.00		
Telephone	\$ 398.15	\$ 4,970.42	\$ 10,000.00		
Utilities	\$ 4,337.42	\$ 37,152.70	\$ 40,000.00		
Capital Improvement	\$ 94,426.69	\$ 259,019.59	\$ 500,000.00		
OUTFLOWS TOTAL	\$ 232,064.50	\$ 2,136,196.66	\$ 1,664,959.00		
ENDING CHECKING BALANCE	\$ 25,284.72				

Item #12.

GL	CK #		AMOUNT		DEPOSITS
		JONES MD MEMORIAL LIBRARY - 2022			
12/22/2022	10648	Total Facility Care	\$ 2,647.03		
	10649	Commercial Service	\$ 630.00		
	10650	Friends of Dinosaur Ridge	\$ 700.00		
	ACH	FNBO Visa	\$ 3,679.27	bks. maint, memb., prof, prog, supp, outreach	
	ACH	FNBO Visa	\$ 1,415.68	tele, util.	
12/13/2022	ACH	Xcel Energy	\$ 3,319.89	util.	
12/15/2022	10651	Hays Market	\$ 57.22	prog.	
	10652	Johnstown Breeze	\$ 1,508.00	adv.	
	10653	First Class Security Systems LLC	\$ 29.95	maint.	
	10654	Penworthy Co. LLC	\$ 365.16	bks.	
	10655	Gale	\$ 74.72	bks.	
	10656	FNBO - cash	\$ 8,500.00	staff bonuses	
	DEP	Misc. Income		misc.	\$ 116.50
12/21/2022	10657	Gale	\$ 24.69	bks.	
	10658	North Shore Electric & Marine LLC	\$ 964.34	maint.	
	DEP	Town of Johnstown		tax distribution	\$ 94,816.12
	10659	The Lawn Barber LLC	\$ 1,440.00	maint.	
12/27/2022		returned check	\$ 10.00		
12/28/2022	10660	Fransen Pittman General Contractors	\$ 94,426.69	capital improvement (int. refresh)	
12/29/2022	10661	The Reporter Herald	\$ 585.00	sub.	
12/31/2022	10662	Town of Johnstown	\$ 106,214.38	Q4 salaries	
	ACH	ColoTrust		transfer from investment	\$ 100,000.00
	10663	HPLD	\$ 4,615.51	bks, CD/DVD	
	10664	Commercial Service	\$ 817.59	maint.	
	10665	Gale	\$ 49.38	bks.	
12/31/2022		interest	\$ 25,284.72	reconciled	\$ 87.44

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

JDDA Financials

2022 Q4 Financials – Attachments Included

Starting Balance:	\$ 20,992.93
Cash In:	\$ (1) Monthly Quarterly Treasurer's Report
Expenditures:	\$ (2) Monthly Quarterly Treasurer's Report
Ending Balance:	\$ 21,950.64

2023 Budget Approved by JDDA Board in July 2022 – Attachment Included

Strategic plan to revitalize the Town's historic downtown

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. Trick or Treat Street was the biggest one yet. Closing Charlotte Street was great and all the participants raved about the turn out. It was estimated that we had around 5,000 participants in throughout the 2 hour event.
 - Ghostbusters and Star Wars Characters Volunteered their time!
 - Members would like us to consider closing Parish next year, add more activities near Hays and advertise parking near Town Hall/YMCA
2. Johnstown Jingle was also the best one yet and the weather cooperated this year which helped! In addition to the Jingle, the 2nd annual tree lighting was amazing! We had so many community members and the best addition was the nomination of an exceptional youth in our community that was able to be recognized by Mayor Lebsack!
3. We advertised for members for Small Business Saturday through Social Media Campaign.

Upcoming Events for 2023:

1. We have locked in the same 4 events as previous years.
 - a. Cinco de Mayo
 - b. Fall Fest
 - c. Trick or Treat Street
 - d. Johnstown Jingle

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 now delivering more than 60 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.
2. We continue to approach other business in the area about joining the DDA.

Community Give Back/Involvement

1. To piggyback on the welcome bags, we work with Jennifer Boreson and the RHS Interact Club for ALL of our events for Volunteers. Recently RHS added 8 community service hours for EVERY RHS graduate for each year they are in school (32 hours minimum for every graduate). We are excited to be able to partner with them to help provide many, many volunteer hours/opportunities for the students!

Social Media/Website

1. We have an intern, MaLeah Calderon, she is working on many things for us but primarily our Website updates. In addition she takes care of Social Media posts for our events. She is doing a fantastic job and we were able to present her with a \$500 check for all of her hard work as our intern just before the holidays!
2. We have also hired Flourish, a Social Media company that is focusing on our posts about our members!

Downtown Businesses Update –

New businesses/relocated businesses in Downtown Johnstown: Mary's Mountain Cookies, Stitches, TRPR moved back to Downtown Johnstown,

Businesses that have closed/moved out of Downtown Johnstown:

Employment opportunities available:

JDDA Members

JDDA Members:

1. We wrapped up 2022 with 44 paid Members

Member Pricing:

1. \$125 Downtown Members – Brick and Mortar Businesses located in our JDDA Boundaries
2. \$250 Community Partners – Businesses outside the JDDA Boundaries with a vested interest in Downtown Johnstown
3. \$65 Non-Profit Members – Must submit a 501-C3

Member Benefits:

1. Business listing on our website VisitDowntownJohnstown.com
2. Opportunity to include information in the Community Welcome Bags
3. Social Media Networking and Marketing each month
4. Event Discounts for the JDDA Hosted Downtown Events and
5. Workshop Benefits
6. Group Marketing Opportunities
7. Sponsorship opportunities

JDDA Board Position:

1. We announced that we had a board position opening in January 2023 and started accepting applications.

What the Members want from the JDDA

These are things that the business owners shared with us that they would like to see!

Community/common goals/events

We are doing these regularly

Networking events?

We are planning to start networking socials in 2023

Johnstown/Milliken Connect (info to share third Thursday am) Contact Betsy to get involved.

Learning platform/classes (info on social media)/business topics

We have had 2 very successful Workshops this year and have built a great relationship with the HR Company that came to present in October. We will continue to offer workshops and we have decided to have the HR Company every year during 4th Quarter to inform our members of the upcoming changes in the New Year! That class was EXTREMELY beneficial for all of our members.

Ideas we have thrown around...

Add an event in March? Easter? Mardi gras? St. Patrick's Day? Beer crawl?
Weather an issue indoor space? How can we get other businesses involved?
Taste of Johnstown / Events near Hays? Scavenger hunt? Kids near beer garden backyard?

Entertainment District

JDDA Home show (10 businesses?)

2022 JDDA Business/Organization Members
Ace Hardware of Johnstown
Allure Beauty
Animal Crackers
Black Sheep
Buffalo Heart Esthetics/Allure Beauty
The Car Lady - Education & Mobile Services
Cassidy's
Connected Chiropractic
Cruise Planners
Dashing Hair and Beauty
Dominics
First National Bank
Fitness Avenue
Full Circle Vet Care
Good Day Pharmacy
Hays Market
Healthy Harvest
Home Mortgage Alliance ?
Hair Haven
Imprint Family Chiropractic
Influence Magazine
Johnstown Barber Shop
Johnstown Breeze
Johnstown C Store
Johnstown Liquor Store
KHNC
Lowery Group ?
LYS Salon
Mary's Mountain Cookies
Northern Colorado Radon
Quality Counts House Painting
Rider Chiropractic
Rocky Mountain Accounting
Santiago's Mexican Restaurant
Senior Center
Shine Bright
State Farm - Veronica Schlagel
Starling Mortgage Partners
Stiches
TBK Bank
TDS
Topco Realty
Town of Johnstown
TRPR
Weld Re-5j School District
Wellspring Therapeutics
Wing Shack Enterprises - Johnstown
YMCA of Johnstown

Johnstown Downtown Development Association

Item #12.

Statement of Activity January - December 2022

	TOTAL
Revenue	
Beer Garden Sales	2,101.77
Designated Contributions	18,598.76
Dues income	7,195.00
Event Income	23,804.17
Unapplied Cash Payment Revenue	70.00
Workshops	315.00
Total Revenue	\$52,084.70
GROSS PROFIT	\$52,084.70
Expenditures	
Advertising	2,552.49
Marketing	2,850.00
Printing	120.00
Website	184.34
Total Advertising	5,706.83
Bank Charges	428.46
Event Expenses	29,296.78
Insurance	3,530.00
Property/Liability Insurance	2,640.00
Total Insurance	6,170.00
Legal, Accounting and Professional	1,122.50
Licenses, Fees and Filing Fees	60.00
Meals	148.30
Office Supplies	344.87
QuickBooks Payments Fees	466.13
Rent	479.03
Seminar/Classes Expense	1,053.20
Square Fees	72.74
Total Expenditures	\$45,348.84
NET OPERATING REVENUE	\$6,735.86
NET REVENUE	\$6,735.86

Johnstown Downtown Development Association
Budget Overview: Budget 2023 - FY23 P&L
 January - December 2023

	Total
Revenue	
Beer Garden Sales	5,000.00
Designated Contributions	20,000.00
Dues income	7,000.00
Event Income	15,000.00
Services	2,500.00
Total Revenue	\$ 49,500.00
Gross Profit	\$ 49,500.00
Expenditures	
Advertising	
Marketing	6,000.00
Pay to outside help for marketing	3,600.00
Printing	0.00
Website	0.00
Total Advertising	\$ 9,600.00
Bank Charges	150.00
Capital Purchases	3,000.00
Event Expenses	18,000.00
Insurance	3,500.00
Property/Liability Insurance	1,500.00
Total Insurance	\$ 5,000.00
Legal, Accounting and Professional	7,500.00
Licenses, Fees and Filing Fees	115.00
Office Supplies	150.00
Postage	150.00
Rent Expense - Storage	1,000.00
QuickBooks Payments Fees	200.00
Workshops/Networking Events/Mixers	4,000.00
Total Expenditures	\$ 48,865.00
Net Operating Revenue	\$ 635.00
Net Revenue	\$ 635.00

**YMCA of Northern Colorado
Johnstown Community YMCA
Summary Operating Statement
Month Ending December 31, 2022**

Revenue	Preschool		Operations		Consolidated	
	Month	YTD	Month	YTD	Month	YTD
Financial Assistance	(7,019)	(74,153)	(1,500)	(16,338)	(8,519)	(90,491)
Contracts & Grants	-	138,320	12,500	54,742	12,500	193,062
Preschool Fees	67,789	697,278	-	-	67,789	697,278
Membership	-	-	114,693	1,358,261	114,693	1,358,261
Health & Wellness	-	-	9,597	159,615	9,597	159,615
Childwatch Fees	-	-	20	50	20	50
Merchandise Sales	-	-	43	1,581	43	1,581
Other Income	-	-	10,726	44,234	10,726	44,234
Total Revenue	60,770	761,445	146,079	1,602,145	206,849	2,363,590
Expense						
Salaries & Wages	46,969	471,543	104,989	1,014,514	151,958	1,486,057
Employee Benefits	2,610	27,685	2,934	45,388	5,544	73,073
Payroll Taxes	5,714	51,261	12,912	104,364	18,626	155,625
Contract Services	-	-	192	21,209	192	21,209
Supplies	38	193	2,075	56,185	2,113	56,378
Telephone	80	960	1,358	19,115	1,438	20,075
Occupancy & Insurance	360	4,163	45,788	586,068	46,148	590,231
Equipment	-	-	479	21,409	479	21,409
Employee/Volunteer Costs	3,253	7,130	3,787	26,533	7,040	33,663
Program Costs	2,863	21,278	7,081	26,322	9,944	47,600
Administrative Costs	-	-	1,507	19,909	1,507	19,909
Merchandise Costs	-	-	35	68	35	68
Total Expense	61,887	584,213	183,137	1,941,084	245,024	2,525,297
Net Outcome	(1,117)	177,232	(37,058)	(338,939)	(38,175)	(161,707)
	15.3%		YMCA Administrative Fee		(37,489)	(386,370)
			YMCA Investment		(75,664)	(548,077)
			YMCA Cost Recovery		41,667	500,004
			Cost Recovery Variance		(33,997)	(48,073)

YMCA of Boulder Valley
Operating Statement by Acct w/ Proj
 Johnstown Branch (including Prek)

37 - Preschool Johnstown

	<u>Mtd Actual</u> 12/1/2022- 12/31/2022	<u>Ytd Actual</u> 1/1/2022- 12/31/2022
Financial Assistance		
Financial Assistance		
0241 - YMCA Pre	(\$7,019.48)	(\$74,153.06)
Total Financial Assistance	<u>\$7,019.48</u>	<u>\$74,153.06</u>
	<u>\$7,019.48</u>	<u>\$74,153.06</u>
Contracts & Grants		
Foundation Grants		
0241 - YMCA Pre	\$0.00	\$50,000.00
Total Foundation Grants	<u>\$0.00</u>	<u>\$50,000.00</u>
State of Colorado Grants		
0241 - YMCA Pre	\$0.00	\$88,443.00
Total	<u>\$0.00</u>	<u>\$88,443.00</u>
Federal Grants		
0241 - YMCA Pre	\$0.00	\$0.00
Total Federal Grants	<u>\$0.00</u>	<u>\$0.00</u>
Miscellaneous Grants		
0241 - YMCA Pre	\$0.00	(\$122.94)
Total Miscellaneous Grants	<u>\$0.00</u>	<u>(\$122.94)</u>
	<u>\$0.00</u>	<u>\$138,320.06</u>
School Age		
School Age Third Party		
0241 - YMCA Pre	\$8,424.22	\$55,265.89
Total School Age Third Party	<u>\$8,424.22</u>	<u>\$55,265.89</u>
Preschool Fees		
0241 - YMCA Pre	\$59,364.42	\$642,011.40
Total Preschool Fees	<u>\$59,364.42</u>	<u>\$642,011.40</u>
Total School Age	<u>\$67,788.64</u>	<u>\$697,277.29</u>
Total Revenue	<u>\$60,769.16</u>	<u>\$761,444.29</u>
Salaries & Wages		
Exempt Salaries		
0090 - Dept Leadersh	\$9,196.00	\$96,077.46

YMCA of Boulder Valley
Operating Statement by Acct w/ Proj
 Johnstown Branch (including Prek)

Item #12.

	<u>Mtd Actual</u> <u>12/1/2022-</u> <u>12/31/2022</u>	<u>Ytd Actual</u> <u>1/1/2022-</u> <u>12/31/2022</u>
Total Exempt Salaries	\$9,196.00	\$96,077.46
Non-Exempt Salaries		
0241 - YMCA Pre	\$37,772.94	\$375,466.03
Total Non-Exempt Salaries	\$37,772.94	\$375,466.03
	\$46,968.94	\$471,543.49
Employee Benefits		
Employee Insurance		
0090 - Dept Leadersh	\$212.87	\$2,610.84
0241 - YMCA Pre	\$1,449.92	\$15,019.73
Total Employee Insurance	\$1,662.79	\$17,630.57
Retirement Plan Premiums		
0090 - Dept Leadersh	\$747.20	\$7,728.34
0241 - YMCA Pre	\$200.38	\$2,241.72
0480 - Resident C	\$0.00	\$85.60
Total Retirement Plan Premiums	\$947.58	\$10,055.66
	\$2,610.37	\$27,686.23
Payroll Taxes		
FICA		
0090 - Dept Leadersh	\$1,452.85	\$9,973.70
0241 - YMCA Pre	\$3,400.41	\$29,201.05
Total FICA	\$4,853.26	\$39,174.75
Unemployment Insurance		
0090 - Dept Leadersh	\$0.00	\$309.40
0241 - YMCA Pre	\$13.71	\$1,996.19
Total Unemployment Insurance	\$13.71	\$2,305.59
Worker's Compensation		
0090 - Dept Leadersh	\$147.00	\$1,729.00
0241 - YMCA Pre	\$700.00	\$8,052.00
Total Worker's Compensation	\$847.00	\$9,781.00
	\$5,713.97	\$51,261.34
Supplies		
Paper & Printed Supplies		
0241 - YMCA Pre	\$37.99	\$37.99
Total Paper & Printed Supplies	\$37.99	\$37.99

YMCA of Boulder Valley
Operating Statement by Acct w/ Proj
 Johnstown Branch (including Prek)

Item #12.

	Mtd Actual 12/1/2022- 12/31/2022	Ytd Actual 1/1/2022- 12/31/2022
Medical Supplies		
0241 - YMCA Pre	\$0.00	\$155.22
Total Medical Supplies	\$0.00	\$155.22
	\$37.99	\$193.21
Telephone		
Cell Phones		
0090 - Dept Leadersh	\$80.00	\$960.00
Total Cell Phones	\$80.00	\$960.00
	\$80.00	\$960.00
Occupancy & Insurance		
Liability Insurance		
0090 - Dept Leadersh	\$62.00	\$736.00
0241 - YMCA Pre	\$298.00	\$3,427.00
Total Liability Insurance	\$360.00	\$4,163.00
	\$360.00	\$4,163.00
Marketing		
Events/Community Relations		
0241 - YMCA Pre	\$1,230.88	\$1,459.82
Total Events/ Community Relations	\$1,230.88	\$1,459.82
Total Marketing	\$1,230.88	\$1,459.82
Travel & Transportation		
Mileage Reimbursement		
0090 - Dept Leadersh	\$0.00	\$0.00
Total Mileage Reimbursement	\$0.00	\$0.00
	\$0.00	\$0.00
Employee/Volunteer Costs		
Training Fees		
0241 - YMCA Pre	\$0.00	\$1,365.64
Total Training Fees	\$0.00	\$1,365.64
Membership Dues Expense		
0090 - Dept Leadersh	\$0.00	\$0.00
0241 - YMCA Pre	\$2,600.00	\$3,200.00
Total Membership Dues Expense	\$2,600.00	\$3,200.00

YMCA of Boulder Valley
Operating Statement by Acct w/ Proj
 Johnstown Branch (including Prek)

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	Mtd Actual 12/1/2022- 12/31/2022	Ytd Actual 1/1/2022- 12/31/2022
Staff Meal Costs		
0241 - YMCA Pre	\$568.14	\$1,476.92
Total Staff Meal Costs	\$568.14	\$1,476.92
Meeting Costs		
0090 - Dept Leadersh	\$0.00	\$0.00
0241 - YMCA Pre	\$0.00	\$697.30
Total Meeting Costs	\$0.00	\$697.30
Employee/Volunteer Recognition		
0090 - Dept Leadersh	\$0.00	\$0.00
0241 - YMCA Pre	\$84.40	\$389.86
Total Employee/Volunteer Recognition	\$84.40	\$389.86
	\$3,252.54	\$7,129.72
Program Costs		
Program Materials & Supplies		
0241 - YMCA Pre	\$328.60	\$8,047.46
Total Program Materials & Supplies	\$328.60	\$8,047.46
Program Food Costs		
0241 - YMCA Pre	\$1,303.68	\$11,231.54
Total Program Food Costs	\$1,303.68	\$11,231.54
Admissions & Contracts		
0241 - YMCA Pre	\$0.00	\$0.00
Total Admissions & Contracts	\$0.00	\$0.00
License Fees & Background Checks		
0241 - YMCA Pre	\$0.00	\$540.00
Total License Fees & Background Checks	\$0.00	\$540.00
	\$1,632.28	\$19,819.00
Administrative Costs		
Bad Debt		
0241 - YMCA Pre	\$0.00	\$0.00
Total Bad Debt	\$0.00	\$0.00
	\$0.00	\$0.00
Total Expense	\$61,886.97	\$584,215.81
Net Outcome-Operating	(\$1,117.81)	\$177,228.48

YMCA of Boulder Valley
Operating Statement by Acct w/ Proj
Johnstown Branch (including Prek)

Item #12.

Net Outcome

Mtd Actual 12/1/2022- 12/31/2022	Ytd Actual 1/1/2022- 12/31/2022
<u>(\$1,117.81)</u>	<u>\$177,228.48</u>

YMCA of Boulder Valley
Operating Statement by Acct w/ Proj
 Johnstown Branch (including Prek)

58 - Johnstown Operations

	Mtd Actual 12/1/2022- 12/31/2022	Ytd Actual 1/1/2022- 12/31/2022
Contributions		
General Contributions		
0090 - Dept Leadersh	\$0.00	\$1,142.00
Total	<u>\$0.00</u>	<u>\$1,142.00</u>
	<u>\$0.00</u>	<u>\$1,142.00</u>
Financial Assistance		
Financial Assistance		
0700 - Membershi	(\$174.10)	(\$1,527.55)
0707 - Mem-Residen	(\$793.50)	(\$10,101.95)
0708 - Mem-Neighbor	(\$532.60)	(\$4,441.77)
0757 - Swim lesson	\$0.00	(\$249.00)
0803 - Group Exerc	\$0.00	(\$18.00)
Total Financial Assistance	<u>\$1,500.20</u>	<u>\$16,338.27</u>
	<u>\$1,500.20</u>	<u>\$16,338.27</u>
Contracts & Grants		
Miscellaneous Grants		
0750 - Lifeguard	\$12,500.00	\$26,600.00
0757 - Swim lesson	\$0.00	\$23,000.00
0805 - Rev Gen W	\$0.00	\$4,000.00
Total Miscellaneous Grants	<u>\$12,500.00</u>	<u>\$53,600.00</u>
	<u>\$12,500.00</u>	<u>\$53,600.00</u>
Membership		
Youth		
0700 - Membershi	\$0.00	\$163.00
0707 - Mem-Residen	\$2,092.41	\$22,259.26
0708 - Mem-Neighbor	\$270.00	\$4,881.73
Total	<u>\$2,362.41</u>	<u>\$27,303.99</u>
Student		
0700 - Membershi	\$58.00	\$986.00
Total Student	<u>\$58.00</u>	<u>\$986.00</u>
Adult		
0700 - Membershi	\$565.00	\$4,469.20
0707 - Mem-Residen	\$11,873.38	\$124,508.79
0708 - Mem-Neighbor	\$3,299.92	\$38,105.01

YMCA of Boulder Valley
Operating Statement by Acct w/ Proj
 Johnstown Branch (including Prek)

Item #12.

	Mtd Actual 12/1/2022- 12/31/2022	Ytd Actual 1/1/2022- 12/31/2022
Total Adult	\$15,738.30	\$167,083.00
Adult Couple		
0700 - Membershi	\$122.00	\$2,157.07
0707 - Mem-Residen	\$16,337.59	\$190,852.94
0708 - Mem-Neighbor	\$6,020.00	\$67,568.89
Total Adult Couple	\$22,479.59	\$260,578.90
Family		
0700 - Membershi	\$1,515.00	\$13,832.20
0707 - Mem-Residen	\$48,588.38	\$596,241.41
0708 - Mem-Neighbor	\$10,695.34	\$125,811.09
Total Family	\$60,798.72	\$735,884.70
Senior		
0700 - Membershi	\$150.67	\$1,823.80
0707 - Mem-Residen	\$3,883.81	\$40,763.72
0708 - Mem-Neighbor	\$1,045.00	\$14,785.12
Total Senior	\$5,079.48	\$57,372.64
Staff Family		
0700 - Membershi	(\$92.00)	\$463.50
0707 - Mem-Residen	\$26.50	\$1,001.47
0708 - Mem-Neighbor	\$0.00	\$34.00
Total Staff Family	(\$65.50)	\$1,498.97
Corp-Employer Paid		
0700 - Membershi	\$0.00	\$462.00
Total Corp-Employer Paid	\$0.00	\$462.00
Guest Fees		
0700 - Membershi	\$4,446.50	\$56,904.50
Total Guest Fees	\$4,446.50	\$56,904.50
Silver Sneakers		
0700 - Membershi	\$2,851.60	\$30,455.00
Total Silver Sneakers	\$2,851.60	\$30,455.00
Joining Fees		
0700 - Membershi	\$0.00	\$0.00
Total Joining Fees	\$0.00	\$0.00
Renew Active (Optum)		
0700 - Membershi	\$943.47	\$19,731.47
Total Renew Active (Optum)	\$943.47	\$19,731.47

YMCA of Boulder Valley
Operating Statement by Acct w/ Proj
 Johnstown Branch (including Prek)

Item #12.

	Mtd Actual 12/1/2022- 12/31/2022	Ytd Actual 1/1/2022- 12/31/2022
	\$114,692.57	\$1,358,261.17
Health & Wellness		
Health & Fitness		
0800 - Personal Tr	\$0.00	\$25,635.50
0803 - Group Exerc	\$85.00	\$5,444.14
0805 - Rev Gen W	\$0.00	\$0.00
Total Health & Fitness	\$85.00	\$31,079.64
Aquatics		
0754 - Youth Triat	\$0.00	\$105.00
0755 - Aquatics P	\$0.00	(\$9,742.40)
0757 - Swim lesson	\$0.00	\$46,021.02
0758 - Private & S	(\$240.00)	\$15,495.00
0759 - Swim Tea	\$3,475.00	\$22,201.50
0760 - Aquatics C	\$2,200.00	\$14,310.53
0761 - ISR	\$2,455.00	\$38,521.00
0774 - Orcas Artist	\$1,622.00	\$1,622.00
Total Aquatics	\$9,512.00	\$128,533.65
Total Health & Wellness	\$9,597.00	\$159,613.29
School Age		
Childwatch Fees		
0710 - Arapahoe C	\$20.00	\$50.00
Total Childwatch Fees	\$20.00	\$50.00
Total School Age	\$20.00	\$50.00
Merchandise Sales		
Merchandise Sales		
0700 - Membershi	\$43.00	\$734.90
Total Merchandise Sales	\$43.00	\$734.90
Vending Revenue		
0700 - Membershi	\$0.00	\$846.08
Total Vending Revenue	\$0.00	\$846.08
	\$43.00	\$1,580.98
Other Income		
Facility Fees		
0700 - Membershi	\$10,270.56	\$34,633.06
0750 - Lifeguard	\$0.00	\$1,440.00

YMCA of Boulder Valley
Operating Statement by Acct w/ Proj
 Johnstown Branch (including Prek)

Item #12.

	Mtd Actual 12/1/2022- 12/31/2022	Ytd Actual 1/1/2022- 12/31/2022
0758 - Private & S	\$0.00	\$0.00
0798 - Aqua Directo	\$455.00	\$6,175.00
Total Facility Fees	\$10,725.56	\$42,248.06
Facility Fees-Interassoc.		
0090 - Dept Leadersh	\$0.00	\$1,985.00
Total Facility Fees-Interassoc.	\$0.00	\$1,985.00
Total Other Income	\$10,725.56	\$44,233.06
Total Revenue	\$146,077.93	\$1,602,142.23
Salaries & Wages		
Exempt Salaries		
0090 - Dept Leadersh	\$6,728.45	\$121,435.01
0701 - Membershi	\$4,346.93	\$47,872.77
0717 - CW-JTY	\$4,326.93	\$32,019.25
0750 - Lifeguard	\$0.00	\$48.00
0757 - Swim lesson	\$0.00	\$47.00
0798 - Aqua Directo	\$4,539.23	\$41,648.56
0803 - Group Exerc	\$0.00	(\$15.42)
0898 - H&F Directo	\$4,346.93	\$46,201.43
Total Exempt Salaries	\$24,288.47	\$289,256.60
Non-Exempt Salaries		
0007 - Assoc Traini	\$153.29	\$5,279.37
0013 - Business O	\$0.00	\$14,541.98
0057 - JTY Properti	\$6,568.78	\$59,615.04
0090 - Dept Leadersh	\$0.00	\$1,522.29
0700 - Membershi	\$8,585.37	\$89,038.78
0701 - Membershi	\$0.00	\$9,043.07
0717 - CW-JTY	\$11,868.91	\$113,849.71
0750 - Lifeguard	\$24,969.15	\$204,658.92
0757 - Swim lesson	\$989.02	\$10,430.63
0758 - Private & S	\$142.61	\$3,233.12
0759 - Swim Tea	\$359.17	\$722.69
0760 - Aquatics C	\$0.00	\$306.85
0772 - Wahoos Sw	\$3,501.37	\$10,575.11
0774 - Orcas Artist	\$1,937.00	\$6,817.50
0798 - Aqua Directo	\$3,556.60	\$30,660.15
0800 - Personal Tr	\$1,878.57	\$11,317.40
0803 - Group Exerc	\$6,836.26	\$74,328.72
0805 - Rev Gen W	\$0.00	\$291.11
0810 - Coaches-Welln	\$9,354.63	\$79,024.81

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	Mtd Actual 12/1/2022- 12/31/2022	Ytd Actual 1/1/2022- 12/31/2022
Total Non-Exempt Salaries	\$80,700.73	\$725,257.25
	<u>\$104,989.20</u>	<u>\$1,014,513.85</u>
Employee Benefits		
Employee Insurance		
0013 - Business O	\$0.00	\$1,679.24
0057 - JTY Properti	\$505.05	\$6,071.03
0090 - Dept Leadersh	\$355.00	\$8,597.13
0701 - Membershi	\$348.72	\$4,372.65
0717 - CW-JTY	\$11.30	\$11.30
0750 - Lifeguard	\$12.56	\$346.30
0798 - Aqua Directo	\$207.24	\$4,028.81
0799 - Aquatics D	\$0.00	\$0.00
0803 - Group Exerc	\$29.22	\$29.22
0898 - H&F Directo	\$118.65	\$1,332.71
Total Employee Insurance	<u>\$1,587.74</u>	<u>\$26,468.39</u>
Retirement Plan Premiums		
0057 - JTY Properti	\$474.64	\$5,157.73
0090 - Dept Leadersh	\$0.00	\$3,975.22
0701 - Membershi	\$438.70	\$3,586.14
0717 - CW-JTY	\$432.70	\$2,163.50
0757 - Swim lesson	\$0.00	\$83.73
0798 - Aqua Directo	\$0.00	\$3,846.68
0898 - H&F Directo	\$0.00	\$107.50
Total Retirement Plan Premiums	<u>\$1,346.04</u>	<u>\$18,920.50</u>
	<u>\$2,933.78</u>	<u>\$45,388.89</u>
Payroll Taxes		
FICA		
0013 - Business O	\$0.00	\$746.67
0057 - JTY Properti	\$433.96	\$3,730.21
0090 - Dept Leadersh	\$483.09	\$9,649.71
0700 - Membershi	\$1,863.87	\$7,961.98
0701 - Membershi	\$294.29	\$3,874.96
0717 - CW-JTY	\$2,627.38	\$12,824.06
0750 - Lifeguard	\$1,960.32	\$15,768.89
0757 - Swim lesson	\$30.59	\$1,223.27
0758 - Private & S	\$0.00	\$0.00
0759 - Swim Tea	\$27.48	\$40.87
0772 - Wahoos Sw	\$267.87	\$809.00
0774 - Orcas Artist	\$148.18	\$521.55

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	Mtd Actual 12/1/2022- 12/31/2022	Ytd Actual 1/1/2022- 12/31/2022
0798 - Aqua Directo	\$818.22	\$5,273.85
0800 - Personal Tr	\$216.84	\$1,491.24
0803 - Group Exerc	\$344.66	\$2,823.63
0805 - Rev Gen W	\$0.00	\$442.90
0810 - Coaches-Welln	\$738.75	\$7,740.57
0898 - H&F Directo	\$491.66	\$3,761.37
Total FICA	\$10,747.16	\$78,684.73
Unemployment Insurance		
0013 - Business O	\$0.00	\$86.90
0057 - JTY Properti	\$0.00	\$191.08
0090 - Dept Leadersh	\$0.00	\$346.81
0700 - Membershi	\$105.10	\$830.01
0701 - Membershi	\$0.00	\$247.13
0717 - CW-JTY	\$116.14	\$1,120.28
0750 - Lifeguard	\$199.89	\$1,645.84
0757 - Swim lesson	\$3.63	\$143.96
0758 - Private & S	\$0.00	\$0.00
0759 - Swim Tea	\$3.27	\$4.86
0772 - Wahoos Sw	\$31.86	\$96.23
0774 - Orcas Artist	\$17.63	\$62.04
0798 - Aqua Directo	\$0.00	\$463.85
0800 - Personal Tr	\$25.79	\$170.86
0803 - Group Exerc	\$40.99	\$330.85
0805 - Rev Gen W	\$0.00	\$52.50
0810 - Coaches-Welln	\$70.96	\$890.74
0898 - H&F Directo	\$0.00	\$154.70
Total Unemployment Insurance	\$615.26	\$6,838.64
Worker's Compensation		
0013 - Business O	\$0.00	\$418.00
0057 - JTY Properti	\$102.00	\$1,223.00
0090 - Dept Leadersh	\$282.00	\$3,312.00
0700 - Membershi	\$138.00	\$1,610.00
0701 - Membershi	\$129.00	\$1,535.00
0717 - CW-JTY	\$154.00	\$1,822.00
0750 - Lifeguard	\$257.00	\$3,257.00
0757 - Swim lesson	\$6.00	\$131.00
0758 - Private & S	\$14.00	\$166.00
0759 - Swim Tea	\$2.00	\$22.00
0798 - Aqua Directo	\$138.00	\$1,647.00
0800 - Personal Tr	\$37.00	\$386.00
0803 - Group Exerc	\$110.00	\$1,214.00
0805 - Rev Gen W	\$19.00	\$221.00

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	Mtd Actual 12/1/2022- 12/31/2022	Ytd Actual 1/1/2022- 12/31/2022
0810 - Coaches-Welln	\$92.00	\$1,049.00
0898 - H&F Directo	\$70.00	\$828.00
Total Worker's Compensation	<u>\$1,550.00</u>	<u>\$18,841.00</u>
	<u>\$12,912.42</u>	<u>\$104,364.37</u>
Contract Services		
Contract Services		
0013 - Business O	\$0.00	\$946.29
0700 - Membershi	\$0.00	\$87.01
0755 - Aquatics P	\$192.00	\$18,860.20
0759 - Swim Tea	\$0.00	\$0.00
0761 - ISR	\$0.00	\$156.00
Total Contract Services	<u>\$192.00</u>	<u>\$20,049.50</u>
Work Study		
0700 - Membershi	\$0.00	\$1,158.74
Total Work Study	<u>\$0.00</u>	<u>\$1,158.74</u>
Total Contract Services	<u>\$192.00</u>	<u>\$21,208.24</u>
Supplies		
Office Supplies		
0020 - IT	\$0.00	\$12.99
0057 - JTY Properti	\$0.00	\$364.20
0090 - Dept Leadersh	\$22.99	\$1,059.84
0234 - Pioneer Rid	\$0.00	\$241.31
0241 - YMCA Pre	\$0.00	\$398.83
0469 - NOCO Pion	\$0.00	\$225.32
0700 - Membershi	\$375.88	\$2,603.24
0701 - Membershi	\$0.00	\$188.67
0717 - CW-JTY	\$0.00	\$68.97
0750 - Lifeguard	\$0.00	\$1,912.58
0755 - Aquatics P	\$0.00	\$36.98
0760 - Aquatics C	\$0.00	\$66.48
0798 - Aqua Directo	\$0.00	\$58.15
0805 - Rev Gen W	\$0.00	\$219.98
0810 - Coaches-Welln	\$0.00	\$99.97
Total Office Supplies	<u>\$398.87</u>	<u>\$7,557.51</u>
Paper & Printed Supplies		
0090 - Dept Leadersh	\$0.00	\$75.98
0700 - Membershi	\$37.99	\$1,546.36
Total Paper & Printed Supplies	<u>\$37.99</u>	<u>\$1,622.34</u>

YMCA of Boulder Valley

Operating Statement by Acct w/ Proj

Johnstown Branch (including Prek)

Item #12.

	Mtd Actual 12/1/2022- 12/31/2022	Ytd Actual 1/1/2022- 12/31/2022
Computer Supplies		
0007 - Assoc Traini	\$0.00	\$25.49
0020 - IT	\$0.00	\$277.97
0090 - Dept Leadersh	\$0.00	\$38.15
0805 - Rev Gen W	\$0.00	\$6.98
0898 - H&F Directo	\$0.00	\$27.94
Total Computer Supplies	\$0.00	\$376.53
Maintenance Supplies		
0013 - Business O	\$0.00	\$639.50
0057 - JTY Properti	\$1,338.33	\$15,810.16
0700 - Membershi	\$0.00	\$0.00
0755 - Aquatics P	\$0.00	\$20.14
0798 - Aqua Directo	\$0.00	\$0.00
0805 - Rev Gen W	\$0.00	\$1.97
Total Maintenance Supplies	\$1,338.33	\$16,471.77
Janitorial Supplies		
0057 - JTY Properti	\$0.00	\$28,249.29
0241 - YMCA Pre	\$0.00	\$26.99
0700 - Membershi	\$0.00	\$194.66
0717 - CW-JTY	\$0.00	\$94.34
0755 - Aquatics P	\$0.00	\$132.70
0799 - Aquatics D	\$0.00	\$6.99
0803 - Group Exerc	\$0.00	\$73.27
0805 - Rev Gen W	\$299.99	\$299.99
Total Janitorial Supplies	\$299.99	\$29,078.23
Medical Supplies		
0057 - JTY Properti	\$0.00	\$90.29
0700 - Membershi	\$0.00	\$90.23
0701 - Membershi	\$0.00	\$8.79
0750 - Lifeguard	\$0.00	\$869.93
0755 - Aquatics P	\$0.00	\$21.22
Total Medical Supplies	\$0.00	\$1,080.46
Laundry		
0057 - JTY Properti	\$0.00	\$0.00
Total Laundry	\$0.00	\$0.00
	\$2,075.18	\$56,186.84

Telephone
Telephone

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	Mtd Actual 12/1/2022- 12/31/2022	Ytd Actual 1/1/2022- 12/31/2022
0057 - JTY Properti	\$1,034.39	\$14,668.28
0090 - Dept Leadersh	\$0.00	\$298.50
Total Telephone	\$1,034.39	\$14,966.78
Cell Phones		
0057 - JTY Properti	\$40.00	\$1,113.20
0090 - Dept Leadersh	\$163.84	\$1,676.50
0701 - Membershi	\$40.00	\$480.00
0717 - CW-JTY	\$0.00	\$0.00
0798 - Aqua Directo	\$40.00	\$400.00
0898 - H&F Directo	\$40.00	\$480.00
Total Cell Phones	\$323.84	\$4,149.70
	\$1,358.23	\$19,116.48
Postage		
First Class Postage		
0700 - Membershi	\$0.00	\$7.00
Total First Class Postage	\$0.00	\$7.00
	\$0.00	\$7.00
Occupancy & Insurance		
Licenses & Permits		
0057 - JTY Properti	\$0.00	\$1,625.70
0090 - Dept Leadersh	\$0.00	\$0.00
0700 - Membershi	\$200.00	\$438.28
0759 - Swim Tea	\$0.00	\$99.95
0803 - Group Exerc	\$0.00	\$3,305.03
0805 - Rev Gen W	\$0.00	\$108.21
0808 - Pilates Refor	\$0.00	\$34.95
Total Licenses & Permits	\$200.00	\$5,612.12
Electricity		
0057 - JTY Properti	\$9,621.80	\$127,158.53
Total Electricity	\$9,621.80	\$127,158.53
Gas		
0057 - JTY Properti	\$16,596.30	\$117,075.42
Total Gas	\$16,596.30	\$117,075.42
Water & Sewer		
0057 - JTY Properti	(\$2,934.47)	\$21,450.35
Total Water & Sewer	(\$2,934.47)	\$21,450.35

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Item #12.

	Mtd Actual 12/1/2022- 12/31/2022	Ytd Actual 1/1/2022- 12/31/2022
Maintenance & Repair		
<No Project>	(\$315.00)	\$0.00
0057 - JTY Properti	\$315.00	\$12,252.92
0090 - Dept Leadersh	\$0.00	\$2,524.08
0717 - CW-JTY	\$0.00	\$10.99
Total Maintenance & Repair	\$0.00	\$14,787.99
Fitness Repairs		
0057 - JTY Properti	\$0.00	\$650.81
Total Fitness Repairs	\$0.00	\$650.81
Pool Chemicals		
0057 - JTY Properti	\$3,025.74	\$28,092.28
Total Pool Chemicals	\$3,025.74	\$28,092.28
Building Repairs		
0057 - JTY Properti	\$0.00	\$10,200.53
Total Building Repairs	\$0.00	\$10,200.53
HVAC Repairs & P/M		
0057 - JTY Properti	\$13,790.92	\$39,111.73
Total HVAC Repairs & P/M	\$13,790.92	\$39,111.73
Pool Repairs		
0057 - JTY Properti	\$592.00	\$10,545.60
Total Pool Repairs	\$592.00	\$10,545.60
Flooring		
0057 - JTY Properti	\$2,550.00	\$3,555.00
Total Flooring	\$2,550.00	\$3,555.00
Ice Repairs		
0057 - JTY Properti	\$0.00	\$0.00
Total Ice Repairs	\$0.00	\$0.00
Trash Removal		
0057 - JTY Properti	\$971.72	\$14,371.80
Total Trash Removal	\$971.72	\$14,371.80
Snow Removal		
0057 - JTY Properti	\$0.00	\$900.00
Total Snow Removal	\$0.00	\$900.00
Landscaping		
0057 - JTY Properti	\$0.00	\$8,348.06

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	Mtd Actual 12/1/2022- 12/31/2022	Ytd Actual 1/1/2022- 12/31/2022
Total Landscaping	\$0.00	\$8,348.06
Pest Control		
0057 - JTY Properti	\$0.00	\$83.10
Total Pest Control	\$0.00	\$83.10
Fire & Security		
0057 - JTY Properti	\$725.10	\$8,961.06
Total Fire & Security	\$725.10	\$8,961.06
Janitorial Contract		
0057 - JTY Properti	\$0.00	\$166,935.50
Total Janitorial Contract	\$0.00	\$166,935.50
Liability Insurance		
0013 - Business O	\$0.00	\$180.00
0057 - JTY Properti	\$44.00	\$521.00
0090 - Dept Leadersh	\$120.00	\$1,409.00
0700 - Membershi	\$59.00	\$685.00
0701 - Membershi	\$55.00	\$653.00
0717 - CW-JTY	\$64.00	\$775.00
0750 - Lifeguard	\$109.00	\$1,386.00
0757 - Swim lesson	\$2.00	\$56.00
0758 - Private & S	\$6.00	\$70.00
0759 - Swim Tea	\$1.00	\$9.00
0798 - Aqua Directo	\$59.00	\$701.00
0800 - Personal Tr	\$15.00	\$164.00
0803 - Group Exerc	\$47.00	\$517.00
0805 - Rev Gen W	\$8.00	\$94.00
0810 - Coaches-Welln	\$31.00	\$368.00
0898 - H&F Directo	\$29.00	\$352.00
Total Liability Insurance	\$649.00	\$7,940.00
	\$45,788.11	\$585,779.88
Equipment		
Equipment Rental/Lease		
0013 - Business O	\$0.00	\$2,102.81
0057 - JTY Properti	\$0.00	\$5,953.16
0090 - Dept Leadersh	\$478.81	\$871.17
Total Equipment Rental/Lease	\$478.81	\$8,927.14
Equipment Purchases		
0057 - JTY Properti	\$0.00	\$3,595.00
0700 - Membershi	\$0.00	\$128.92

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	Mtd Actual 12/1/2022- 12/31/2022	Ytd Actual 1/1/2022- 12/31/2022
0717 - CW-JTY	\$0.00	\$67.66
0750 - Lifeguard	\$0.00	\$32.67
0755 - Aquatics P	\$0.00	\$73.69
0757 - Swim lesson	\$0.00	\$0.00
0800 - Personal Tr	\$0.00	\$42.85
0803 - Group Exerc	\$0.00	\$528.73
0805 - Rev Gen W	\$0.00	\$5,132.19
0898 - H&F Directo	\$0.00	\$0.00
Total Equipment Purchases	\$0.00	\$9,601.71
Equipment Maintenance		
0057 - JTY Properti	\$0.00	\$1,879.99
0750 - Lifeguard	\$0.00	\$20.08
0798 - Aqua Directo	\$0.00	\$0.00
0805 - Rev Gen W	\$0.00	\$980.00
Total Equipment Maintenance	\$0.00	\$2,880.07
	\$478.81	\$21,408.92
Marketing		
Events/Community Relations		
0057 - JTY Properti	\$0.00	\$349.00
0090 - Dept Leadersh	\$1,539.56	\$2,179.63
0100 - Communit	\$0.00	\$386.53
0700 - Membershi	\$135.23	\$2,446.92
0795 - YUSA Aquat	\$0.00	\$875.00
Total Events/ Community Relations	\$1,674.79	\$6,237.08
Total Marketing	\$1,674.79	\$6,237.08
Travel & Transportation		
Out of Town Travel		
0007 - Assoc Traini	\$0.00	\$452.94
0090 - Dept Leadersh	\$0.00	\$2,419.11
0805 - Rev Gen W	\$331.33	\$331.33
Total Out of Town Travel	\$331.33	\$3,203.38
YMCA Vehicle Operating Costs		
0057 - JTY Properti	\$0.00	\$58.60
0060 - Vehicle	\$0.00	\$174.75
Total YMCA Vehicle Operating Costs	\$0.00	\$233.35
	\$331.33	\$3,436.73
Employee/Volunteer Costs		

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Training Fees		
0057 - JTY Properti	\$0.00	\$29.31
0090 - Dept Leadersh	\$28.00	\$28.00
0700 - Membershi	\$0.00	\$0.00
0750 - Lifeguard	\$0.00	\$80.00
0798 - Aqua Directo	\$0.00	\$648.00
0799 - Aquatics D	\$180.00	\$240.64
0803 - Group Exerc	\$0.00	\$0.00
0805 - Rev Gen W	\$0.00	\$25.32
Total Training Fees	\$208.00	\$1,051.27
Conference Fees		
0759 - Swim Tea	\$257.00	\$1,860.00
0803 - Group Exerc	\$0.00	\$0.00
Total Conference Fees	\$257.00	\$1,860.00
Membership Dues Expense		
0057 - JTY Properti	\$0.00	\$43.30
0090 - Dept Leadersh	\$0.00	\$300.00
0759 - Swim Tea	\$99.95	\$299.85
0774 - Orcas Artist	\$0.00	\$321.50
0798 - Aqua Directo	\$0.00	\$180.00
Total Membership Dues Expense	\$99.95	\$1,144.65
Staff Meal Costs		
0007 - Assoc Traini	\$0.00	\$197.42
0057 - JTY Properti	\$0.00	\$87.27
0090 - Dept Leadersh	\$157.09	\$2,272.55
0399 - Sports Leade	\$30.16	\$81.56
0700 - Membershi	\$49.62	\$84.06
0750 - Lifeguard	\$193.75	\$765.87
0799 - Aquatics D	\$0.00	\$94.49
0803 - Group Exerc	\$106.67	\$162.60
0805 - Rev Gen W	\$0.00	\$43.13
0810 - Coaches-Welln	\$0.00	\$57.13
Total Staff Meal Costs	\$537.29	\$3,846.08
Meeting Costs		
0090 - Dept Leadersh	\$0.00	\$91.40
0700 - Membershi	\$0.00	\$147.33
Total Meeting Costs	\$0.00	\$238.73
Employee/Volunteer Recognition		
0057 - JTY Properti	\$0.00	\$471.10

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	Mtd Actual 12/1/2022- 12/31/2022	Ytd Actual 1/1/2022- 12/31/2022
0090 - Dept Leadersh	\$2,161.66	\$5,418.35
0700 - Membershi	\$192.16	\$479.59
0717 - CW-JTY	\$0.00	\$0.00
0750 - Lifeguard	\$0.00	\$7,170.35
0798 - Aqua Directo	\$0.00	\$37.59
0803 - Group Exerc	\$0.00	\$26.25
0810 - Coaches-Welln	\$0.00	\$306.00
Total Employee/Volunteer Recognition	\$2,353.82	\$13,909.23
	\$3,456.06	\$22,049.96

Program Costs

Program Materials & Supplies

0057 - JTY Properti	\$0.00	\$348.20
0090 - Dept Leadersh	\$0.00	\$397.47
0202 - Crestview	\$0.00	\$55.74
0241 - YMCA Pre	\$104.73	\$187.83
0300 - Youth Baske	\$0.00	\$68.61
0360 - Misc Adul	\$0.00	\$26.64
0700 - Membershi	\$2,093.25	\$6,281.05
0701 - Membershi	\$0.00	\$3,021.45
0712 - CW - Famil	\$0.00	\$24.47
0717 - CW-JTY	\$502.78	\$1,270.67
0750 - Lifeguard	\$0.00	\$339.45
0755 - Aquatics P	\$0.00	\$540.82
0757 - Swim lesson	\$0.00	\$214.48
0759 - Swim Tea	\$1,414.84	\$1,414.84
0760 - Aquatics C	\$0.00	\$164.00
0798 - Aqua Directo	\$0.00	\$541.93
0803 - Group Exerc	\$0.00	\$473.76
0805 - Rev Gen W	\$17.01	\$183.06
0810 - Coaches-Welln	\$0.00	\$164.35
0898 - H&F Directo	\$0.00	\$1,141.93
0995 - Livestron	\$0.00	\$131.10
Total Program Materials & Supplies	\$4,132.61	\$16,991.85

Program Food Costs

0057 - JTY Properti	\$0.00	\$339.49
0700 - Membershi	\$20.00	\$2,455.52
0750 - Lifeguard	\$0.00	\$2.29
0759 - Swim Tea	\$166.19	\$166.19
Total Program Food Costs	\$186.19	\$2,963.49

Program Awards

YMCA of Boulder Valley
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0700 - Membershi	\$0.00	\$325.00
0803 - Group Exerc	\$0.00	\$47.73
Total Program Awards	\$0.00	\$372.73
License Fees & Background Checks		
0803 - Group Exerc	\$1,087.64	\$1,087.64
Total License Fees & Background Checks	\$1,087.64	\$1,087.64
	\$5,406.44	\$21,415.71
National YMCA Support		
YUSA Fair Share Support		
0700 - Membershi	\$1,358.00	\$17,910.00
0759 - Swim Tea	\$22.00	\$263.00
0760 - Aquatics C	\$27.00	\$340.00
0800 - Personal Tr	\$73.00	\$628.00
0805 - Rev Gen W	\$2.00	\$20.00
Total YUSA Fair Share Support	\$1,482.00	\$19,161.00
	\$1,482.00	\$19,161.00
Administrative Costs		
Bank Service Fees		
0057 - JTY Properti	\$0.00	\$355.87
0090 - Dept Leadersh	\$0.00	\$30.00
Total Bank Service Fees	\$0.00	\$385.87
Cash Over/Short		
0057 - JTY Properti	\$0.00	\$1.00
0700 - Membershi	\$24.95	\$360.66
Total Cash Over/Short	\$24.95	\$361.66
	\$24.95	\$747.53
Merchandise Costs		
Sales Tax		
0057 - JTY Properti	\$0.00	\$3.64
0700 - Membershi	\$34.83	\$63.94
Total Sales Tax	\$34.83	\$67.58
	\$34.83	\$67.58
Total Expense	\$183,138.13	\$1,941,090.06
Net Outcome-Operating	(\$37,060.20)	(\$338,947.83)

YMCA of Boulder Valley
Operating Statement by Acct w/ Proj
Johnstown Branch (including Prek)

Item #12.

	Mtd Actual	Ytd Actual
	12/1/2022-	1/1/2022-
	12/31/2022	12/31/2022
Net Outcome	<u>(\$37,060.20)</u>	<u>(\$338,947.83)</u>