



Town of Johnstown

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO
Monday, August 07, 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

1. Business of the Month
2. 2022 Financial Audit Presentation

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.

3. July 17, 2023 Meeting Minutes
4. Water and Sewer Service Agreement for Ledge Rock Center Commercial Building 10, with Ledge Rock Center, LLC
5. Water and Sewer Service Agreement for Ledge Rock Center Commercial Building 9, with Ledge Rock Center, LLC
6. Water and Sewer Service Agreement for Ledge Rock Center Commercial Building 8 A/B, with Ledge Rock Center, LLC
7. Water and Sewer Service Agreement for Ledge Rock Center Commercial Building 8E, with Ledge Rock Center, LLC
8. Infrastructure Reimbursement Agreement with Revere at Johnstown Metropolitan District No. 3, for Revere at Johnstown Filing No. 1, concerning a water line

The Community That Cares

johnstown.colorado.gov

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- [9.](#) Water and Sewer Service Agreement for GYS Flex site, with GYS Development, LLC
- [10.](#) Water and Sewer Service Agreement for Elwell Elementary School, with Weld County School District RE-5J
- [11.](#) Water and Sewer Service Agreement - Roosevelt High School with Weld County School District RE-5J
- [12.](#) July 2023 Additional List of Bills

TOWN MANAGER REPORT

- [13.](#) Town Manager's Report

TOWN ATTORNEY REPORT

NEW BUSINESS

- [14.](#) Resolution 2023-30: Allocating Revenues Collected From The Library And Cultural Facilities Development Fee Between Library And Cultural Purposes

PUBLIC HEARING

- [15.](#) New Hotel & Restaurant Liquor License Application for Cocina & Cantina

COUNCIL REPORTS AND COMMENTS

MAYOR'S COMMENTS

INFORMATIONAL ITEMS

- [16.](#) Informational items

EXECUTIVE SESSION

17. An executive session to discuss the purchase of real property pursuant to C.R.S. Section 24-6-402(4)(a)
18. An executive session to discuss the purchase of real property pursuant to C.R.S. Section 24-6-402(4)(a)

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.

De conformidad con la Ley de Discapacitados Estadounidenses y otras leyes vigentes, los individuos que necesitan adaptaciones funcionales para asistir o participar en esta reunión deberán comunicarse con la Municipalidad marcando el 970 587- 4664 a lo más tardar 48 horas antes de dicha reunión para solicitarla.

TOWN OF JOHNSTOWN, COLORADO

BASIC FINANCIAL STATEMENTS

December 31, 2022

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FINANCIAL SECTION



JOHN CUTLER & ASSOCIATES

Honorable Mayor and Members of the Town Council
Town of Johnstown
Johnstown, Colorado

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Johnstown (the "Town") as of and for the year ended December 31, 2022, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Johnstown as of December 31, 2022, and the respective changes in financial position and, where applicable, cash flows, thereof for the year then ended, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Town of Johnstown, and to meet our ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with the accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement made by a reasonable user based on the financial statements

In performing an audit in accordance with GAAS, we:

- Exercise professional judgement and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures of the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion of the effectiveness of the Town's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and required budgetary and pension information on pages 33-37 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board (GASB) who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary and Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Town's basic financial statements. The combining and individual fund financial schedules and State Compliance information as listed in the table of contents, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements.

The combining and individual fund financial schedules and State Compliance have been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual fund financial statements and schedules and State Compliance are fairly stated, in all material respects, in relation to the basic financial statements taken as a whole.

John Luttrell & Associates, LLC

July 27, 2023

Management’s Discussion and Analysis

This section of the annual financial report offers readers of the Town of Johnstown a discussion and analysis of the Town’s financial performance during the year ended December 31, 2022. We encourage readers to consider the information presented here in conjunction with additional information furnished in the Town’s financial statements, which immediately follow this section.

Financial Highlights

- Assets and deferred outflow of resources for The Town exceeded liabilities and deferred inflow of resources by \$366 million, an increase of \$100.23 million, or 38 percent.
- As of December 31, 2022, net position for governmental activities was \$193.6 million, up \$31.4 million or 19 percent from December 31, 2021. Business type activities reported a net position of \$172 million, up \$68.8 million or 67 percent in the same time frame.
- General revenues account for \$35,034,405 or 33 percent of all revenues. The Town had \$70,545,727 in program specific revenues in the form of charges for services, operating grants and contributions, and capital contributions.
- The Town had \$18,292,568 in expenses related to governmental activities, of which \$15,852,289 were offset by program specific charges for services and operating grants, contributions. Taxes of \$30,413,166 and other general revenues of \$3,410,646 as shown on the statement of activities, offset the costs.
- The Town had water, sewer, and drainage charges for service income totaling \$10,755,537. Grants and capital contributions revenues for these funds totaled \$43,937,901. The cost of providing water, sewer, and drainage services totaled \$8,263,177.
- The Town’s unassigned fund balance for the General Fund is \$88,099,911, the committed fund balance is \$250,000, and the restricted fund balance is \$1,378,000. The committed fund balance is intended to fund the operation of the Recreation Center. The unassigned portion of the Town’s fund balance is available to meet the Town’s reserve requirements and future spending at the Town’s discretion.
- Outlays for capital assets were primarily related to infrastructure, land, and equipment, but also included water rights and buildings. See the Capital Assets Section of the Financial Statements for detail.
- The Town’s governmental funds only outstanding debt are accrued compensated absences totaling \$211,904 at December 31, 2022.
- The Town’s business-type funds includes outstanding debt of accrued compensated absences totaling \$55,740 at December 31, 2022. It also includes the debt of the bonds issued for a total of \$56,215,540 at December 31, 2022.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the Town’s basic financial statements. The basic statements are comprised of three components: 1) government-wide financial statements, 2) specific fund financial statements, and 3) notes to the financial statements.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the Town’s finances in a manner similar to a private-sector business.

There are two government-wide financial statements:

Statement of net position – This statement presents information on all the Town’s assets, liabilities, deferred inflows and deferred outflows, with the difference between them being reported as net position. Over time, the increases or decreases in net position may serve as a useful indicator of whether the financial position of the Town is improving or deteriorating.

Statement of activities – This statement presents information showing how the Town of Johnstown’s net position changed during 2022. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows*. Thus, revenues and expenses reported in this statement for some items will result in cash flows in future periods (e.g., uncollected taxes and earned but unused personal time).

The government-wide financial statements reflect three distinct activities:

Governmental Activities – These activities are primarily supported by taxes and intergovernmental revenues. The Governmental Activities of the Town of Johnstown include general government, public safety (police), public works, community development, cemetery, and recreation.

Business-type Activities - These activities are supported by user fees and service charges which are intended to recover all of their costs. The Business-type Activities of the Town of Johnstown include Water, Waste Water, and Drainage. Governmental activities and business-type activities combined comprise the primary government.

Component Units – The Town currently does not have any organizations that are legally separate and are reported separately from the primary government.

Governmental activities and business-type activities combine to comprise the primary government. The government wide financial statements begin on page 1 of this report.

Fund Financial Statements

A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. Some funds are required to be established by State law and bond covenants; however, the Town Board establishes other funds to help control and manage money for particular purposes. All of the Town’s funds can be divided into three categories: Governmental Funds, Proprietary Funds and Fiduciary Funds.

Governmental Funds – *Governmental funds* are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *short-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a government’s short-term financing requirements. The accounting method used is *modified accrual* accounting.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental activities in the *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government’s short-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund and other major funds. The minor funds are combined in the *Other Governmental Funds* into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of combining statements elsewhere in this report.

Governmental fund financial statements begin on page 3 of this report.

Proprietary Funds – The Town of Johnstown maintains one type of proprietary fund. *Enterprise Funds* are used to report the same functions presented as *business-type activities* in the government-wide financial statements. The Town uses an enterprise fund to account for its Water, Waste Water, and Drainage Funds. These funds are considered major funds of the Town of Johnstown.

Proprietary fund statements begin on page 6 of this report.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the Town and fund financial statements. The notes can be found on pages 9 to 32 of this report.

Other Information

In addition to the basic financial statements and accompanying notes, this report also presents certain other supplementary information. This includes the required supplemental data required for non-major fund information and budgetary comparison schedules. This information is included on pages 33 to 45 of this report.

Financial Analysis of the Town as a Whole

As noted previously, net position may serve over time as a useful indicator of the Town’s financial position. For the year ending December 31, 2022, the Town’s combined assets exceeded liabilities and deferred inflows of resources by \$365,870,999.

TOWN OF JOHNSTOWN, COLORADO
CONDENSED STATEMENT OF NET POSITION
2022/2021

	Governmental Activities		Business-Type Activities		Total	
	2021	2022	2021	2022	2021	2022
Assets						
Current Assets	127,952,219	154,315,653	88,899,411	65,666,126	216,851,630	219,981,779
Capital Assets - Net	48,211,763	57,999,840	80,136,859	171,239,509	128,348,622	229,239,349
Total Assets	176,163,982	212,315,493	169,036,270	236,905,635	345,200,252	449,221,128
Deferred Outflow of Resources						
Related to Pensions	375,224	355,166	-	-	375,224	355,166
Liabilities						
Current Liabilities	5,659,976	7,844,568	7,110,518	8,370,234	12,770,494	16,214,802
Long-Term Liabilities	136,363	211,904	56,593,854	56,271,280	56,730,217	56,483,184
Total Liabilities	5,796,339	8,056,472	63,704,372	64,641,514	69,500,711	72,697,986
Deferred Inflows of Resources						
Related to Pensions	262,934	454,267			262,934	454,267
Deferred Revenues		1,515,320	1,910,007		1,910,007	1,515,320
Deferred Property Tax Revenue	8,256,588	9,037,722			8,256,588	9,037,722
Net Position						
Net Investment in Capital Assets	48,211,763	57,999,840	80,136,856	171,239,509	128,348,622	229,239,349
Restricted	1,017,000	1,378,000			1,017,000	1,378,000
Unrestricted	112,994,582	134,229,038	23,285,032	1,024,612	136,279,614	135,253,650
Total Net Position at December 31	162,223,345	193,606,878	105,331,898	172,264,121	265,645,236	365,870,999
Total Increase in Net Position						100,225,763
Percent Increase in Net Position						37.73%

A portion of the Town of Johnstown's net position (62.66%) reflects its investment in capital assets (e.g., land, buildings, etc.), less any related debt still outstanding (current and long-term), that was used to acquire those assets. The Town uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the Town's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

The restricted portion of net position (.38%) represents resources that are subject to external restrictions on how they may be used. The remaining balance of net position (\$135,253,650) is unrestricted and may be used to meet the Town's ongoing obligations to citizens and creditors.

The Town reports positive balances in all three categories of net position, for the government as a whole, as well as for its separate Governmental and Business-type Activities.

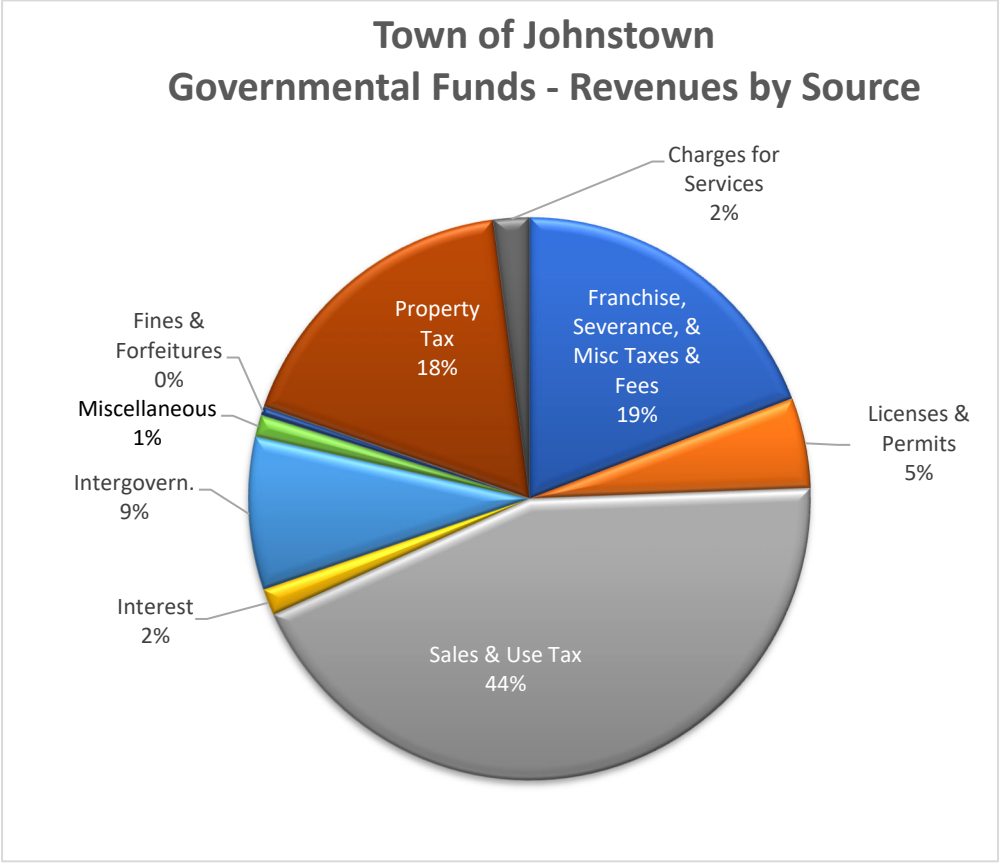
**TOWN OF JOHNSTOWN, COLORADO
CONDENSED STATEMENT OF ACTIVITIES
2022/2021**

Revenues	Governmental Activities		Business-Type Activities		Total	
	2021	2022	2021	2022	2021	2022
Program Revenues						
Charges for Services	5,054,897	11,485,168	8,326,070	10,755,537	13,380,967	22,240,705
Operating Grants and Contributions	551,516	2,515,468			551,516	2,515,468
Capital Grants and Contributions	1,523,771	1,851,653	24,155,632	43,937,901	25,679,403	45,789,554
General Revenues						
Property Taxes	10,161,097	8,754,412			10,161,097	8,754,412
Sales and Use Taxes	16,425,814	21,780,377			16,425,814	21,780,377
Franchise Taxes	521,849	695,140			521,849	695,140
Other Taxes	279,262	(816,763)			279,262	-816,763
Interest	132,921	754,395	32,873	1,210,593	165,794	1,964,988
Other Revenues	1,156,597	2,656,251			1,156,597	2,656,251
Loss on Disposal of Assets					0	0
Total Revenues	35,807,724	49,676,101	32,514,575	55,904,031	68,322,299	105,580,132
Expenses						
General Government	2,768,767	1,799,419			2,768,767	1,799,419
Public Safety	3,348,147	3,901,872			3,348,147	3,901,872
Public Works	5,811,240	19,262,188			5,811,240	19,262,188
Health and Welfare					0	0
Culture and Recreation	1,635,494	(6,670,911)			1,635,494	-6,670,911
Water			4,156,365	4,317,357	4,156,365	4,317,357
Sewer			2,033,228	1,669,379	2,033,228	1,669,379
Drainage			420,746	323,290	420,746	323,290
Interest on Long-Term Debt			1,198,678	1,953,150	1,198,678	1,953,150
Total Expenses	13,563,648	18,292,568	7,809,017	8,263,176	21,372,665	26,555,744
Excess (deficiency) before transfers						
Transfers	-	-	(60,000)		\$ (60,000)	\$ -
Prior Period Adjustment	-	-	9,800,000	21,201,375	9,800,000	21,201,375
Change in Net Position	22,244,076	31,383,533	24,645,558	47,640,855	46,889,634	79,024,388
NET POSITION, Beginning	139,979,269	162,223,345	68,641,284	103,086,842	208,955,602	265,645,236
NET POSITION, Ending	162,223,345	193,606,878	103,086,842	171,929,072	265,645,236	365,870,999

Financial Analysis of the Town's Funds

Governmental Activities. The focus of the Town of Johnstown's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the Town's financing requirements.

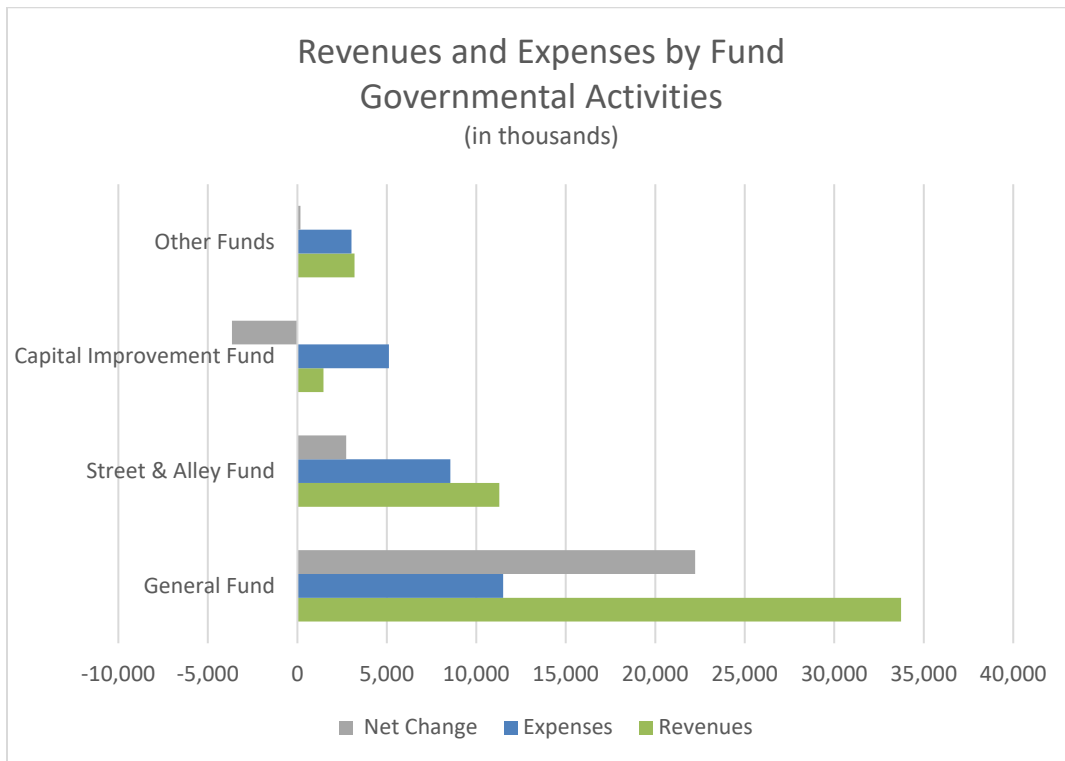
As of the end of the current fiscal year, the Town’s governmental funds reported a combined ending fund balance of \$135,293,662, an increase of \$21,486,194. Overall revenue increased \$13,868,377 million or 28%. Areas of substantial revenue increase included taxes and fees \$9,711,812, licenses and permits of \$1,505,947, and intergovernmental of \$2,291,834. The General Fund revenue increases are primarily the result of an economy that continued to grow and the resulting sales tax collections.



Expenditures for the governmental funds for the current year increased \$14,672,095 or 108%. Expenses for the General Fund increased as capital outlay increased \$10,383,559. In 2022, the Street and Alley Fund recognized expenditures of \$8,551,888 in road and paving projects and the Capital Improvement Fund recognized capital expenditures of \$5,115,337 for the I-25 interchange project and the 2nd Street bridge.

The statement of net position reports a combined net position for governmental activities of \$193,606,878 an increase of \$31,383,533. The increase is primarily attributed to an increase in capital assets, cash, and receivables.

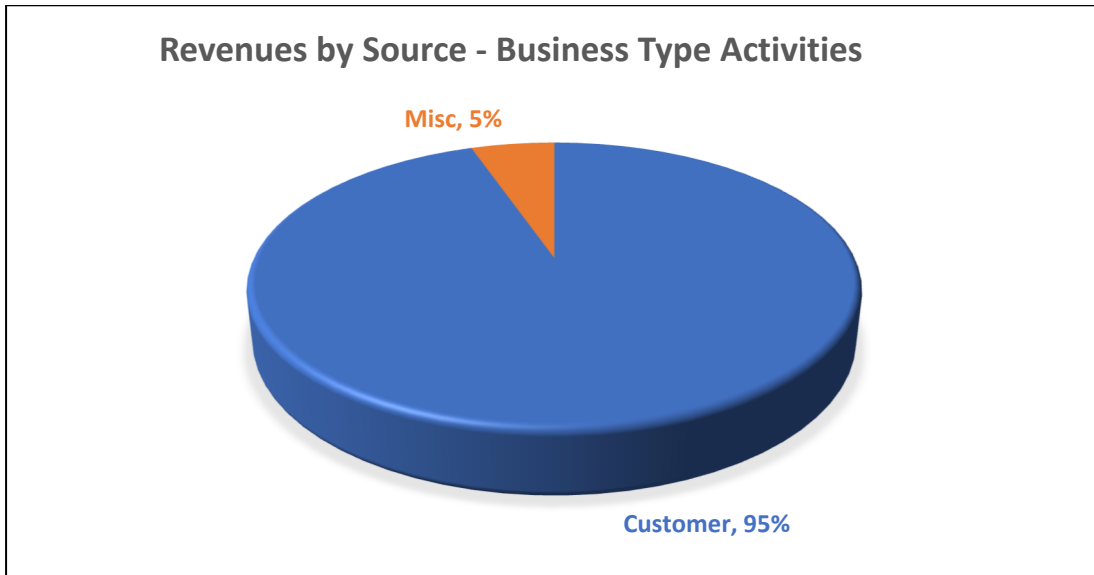
The graph below provides the program revenue and expenses (excluding transfers) for each governmental activity as well as providing net change.



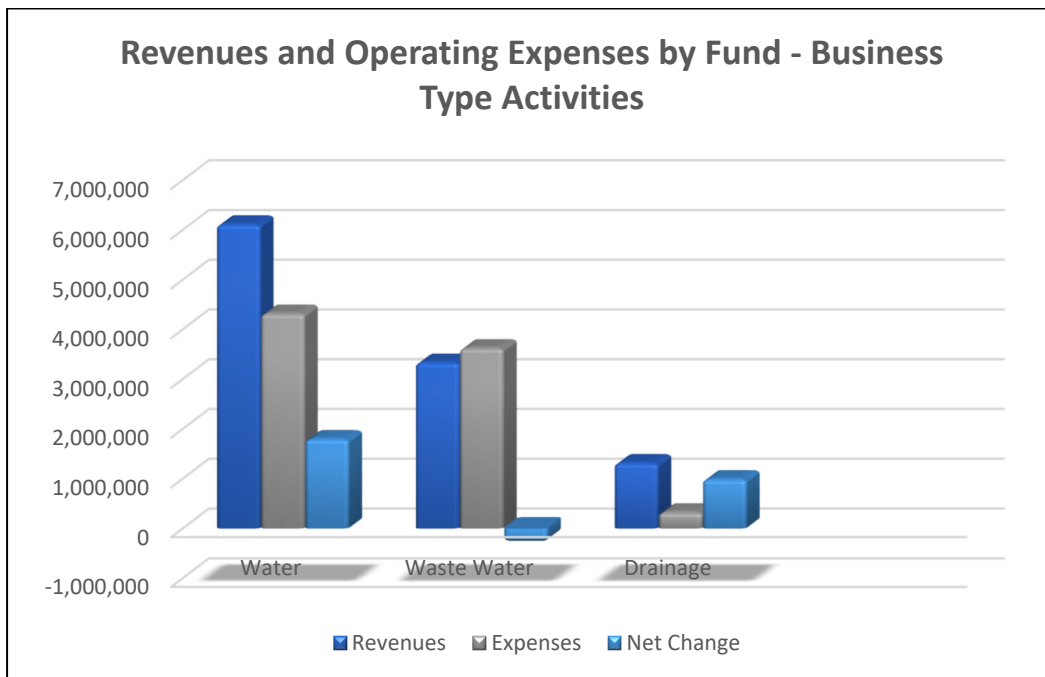
Business-type Activities. Net position of business-type activities increased by \$47,640,854 million primarily due to an increase in cash and capital assets in all business type funds. The Water Fund increased \$37,468,602, the Waste Water Fund increased \$9,155,031 and the Drainage Fund increased \$1,017,221. This net position is dedicated solely to finance the continuing operations of the water, waste water, and drainage operations.

Revenues for the Town’s business-type activities, were \$10,755,537, a 29 percent increase compared to the previous year. The increase in revenues is largely attributed to an increase in volume of water sales. Charges for services for business-type activities increased \$2,123,553, and miscellaneous operating revenues increased \$305,914. Total operating revenues increased \$2,429,467. Operating expenses decreased \$300,312 across all funds. Water operation costs increased \$160,993 in 2022 primarily due to increases in materials costs and the costs associated with the GAC system. Waste water operations decreased \$363,849 and Drainage Fund operating expenses decreased \$97,456.

As you can see from the following graph, the primary source of revenue for business-type activities is customer charges.



The following graph provides program revenue and expenses (excluding transfers and capital contributions) for each of the Business-Type activities operated by the Town.



General Fund Budgetary Highlights

The General Fund is the chief operating fund of the Town. It accounts for all of the general services provided by the Town. In 2022, total fund balance increased \$19,774,000. The unassigned fund balance of the General Fund at the end of 2022, totaled \$88,099,911 while the total fund balance totaled \$89,727,911. As a measure of the General Fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to General Fund expenditures. For 2022, unassigned fund balance represents approximately 7.66 times the total General Fund Expenditures, while total fund balance represents 7.8 times that same amount. While the General Fund has a healthy fund balance, the Town has a number of very large capital projects that are currently in the design and/or construction phase, which will decrease the fund balance significantly in 2023 and 2024. Preliminary estimates of the design and construction projects will move the unassigned fund balance from 7.30 times to 1 times the total General Fund Expenditures by 2025.

The Town budgeted for General Fund expenditures of \$12,802,660 for the year ended December 31, 2022 and actual expenditures were \$11,501,106. Expenditures were \$1,301,554 less than budgeted as a result of a budget amendment to include the purchase of land. Revenues, excluding transfers, for 2022 were budgeted at \$18,061,366 and actual revenues were \$33,733,935. Revenues from sales taxes, use taxes, permitting for new construction, and grants were much stronger than anticipated.

Capital Assets and Debt Administration

Capital Assets

By the end of 2022, the Town had invested \$229,239,349 net of accumulated depreciation, in a broad range of capital assets, including land, buildings, site improvements, infrastructure, vehicles and other equipment. This amount represents a net increase of \$90,919,113 or 78.6 percent increase from last year. Additional information on the Town's capital assets can be found in Note 4 of the financial statements. Total accumulated depreciation was \$10,427,790 in the governmental activities and \$11,353,480 in the business-type activities. There have been no significant changes in the condition level of the capital assets of the Town.

Long-Term Debt

The Town's governmental funds have accrued compensated absences totaling \$211,904 at December 31, 2022.

The Town's business-type funds have long term debt totaling \$55,405,540 consisting of Bonds, Series 2021, with premium totaling \$56,215,540, a lease payable of \$71,334, and accrued compensated absences of \$55,740 at December 31, 2022.

Additional information on the Town's long-term debt can be found in Note 5 on page 22 of this report.

Fiduciary Fund Activities

Cemetery Perpetual Fund

The fund received \$14,872 in lot sales and investment revenues and recognized no expenditures. The fund balance at December 31, 2022, is \$168,688.

Economic Factors and Next Year’s Budgets and Rates

The annual budget ensures the efficient and effective uses of Town funds, as well as highlights the priority objectives. Direction for the upcoming year is established by the Council when the budget is adopted, funds are appropriated and resources are allocated.

The following factors were taken into account when adopting the budget for 2023:

- The Town has forecast most revenues as relatively steady from 2022 through 2023. Revenues from property taxes are expected to increase only slightly as 2023 is not a reassessment year. Revenues from sales taxes are projected to increase as a result of consistent residential and commercial growth. Building permit revenues are expected to increase as there are several new areas of Town in the planning stages of development.
- The Town has conservatively forecast new growth and the mill levy for property tax revenues has been set at 22.147.
- Expenditures in the General Fund are expected to be \$11,902,840. Capital projects planned for 2023 include the Downtown branding study completion, a design for the Police Department building expansion, new vehicles for the Police Department, and a copier.
- The Town’s business-type activities are expected to have revenues that increase in 2023. A thorough review of the Town’s business-type activity funds led to several changes that went into effect as of January 1, 2021 to ensure going concern. Customer classes were updated and restructured, the rate tiers were updated and restructured, and a water and waste water rate schedule with annual increases was adopted by Council.

Contacting the Town’s Financial Management

This financial report is designed to provide the Town’s citizens, taxpayers, investors, and creditors with a general overview of the Town’s finances and to demonstrate the Town’s accountability for the money it receives. If you have questions about this report or need additional financial information, contact:

Town of Johnstown Finance Department
 450 S. Parish
 Johnstown, Colorado 80534
 (970) 587-4664

BASIC FINANCIAL STATEMENTS

STATEMENT OF NET POSITION

As of December 31, 2022

	GOVERNMENTAL ACTIVITIES	BUSINESS TYPE ACTIVITIES	TOTALS	
			2022	2021
ASSETS				
Cash and Investments	\$ 138,063,904	\$ 64,707,590	\$ 202,771,494	\$ 202,920,868
Restricted Cash and Investments	2,603,482	-	2,603,482	705,054
Receivables				
Property Taxes	9,037,722	-	9,037,722	8,256,588
Sales and Other	3,953,442	-	3,953,442	3,835,127
Accounts	-	928,229	928,229	872,164
Interfund Amounts	-	-	-	-
Prepaid Items	32,722	30,307	63,029	33,642
Net Pension Asset	624,381	-	624,381	228,187
Capital Assets, Not Depreciated	9,405,892	133,249,115	142,655,007	67,683,759
Capital Assets, Depreciated				
Net of Accumulated Depreciation	48,593,948	37,990,394	86,584,342	60,664,863
TOTAL ASSETS	<u>212,315,493</u>	<u>236,905,635</u>	<u>449,221,128</u>	<u>345,200,252</u>
DEFERRED OUTFLOWS OF RESOURCES				
Related to Pensions	355,166	-	355,166	375,224
LIABILITIES				
Accounts Payable	2,941,284	7,988,613	10,929,897	8,118,627
Retainage Payable	-	-	-	-
Accrued Salaries and Benefits	635,886	57,937	693,823	128,587
Lease Payable	-	71,334	71,334	104,558
Accrued Interest	-	162,763	162,763	162,763
Developer Escrow	4,267,398	-	4,267,398	4,179,684
Noncurrent Liabilities				
Deposits	-	89,587	89,587	76,275
Accrued Compensated Absences	211,904	55,740	267,644	182,589
Due within One Year	-	810,000	810,000	-
Due in More Than One Year	-	55,405,540	55,405,540	56,547,628
TOTAL LIABILITIES	<u>8,056,472</u>	<u>64,641,514</u>	<u>72,697,986</u>	<u>69,500,711</u>
DEFERRED INFLOWS OF RESOURCES				
Related to Pensions	454,267	-	454,267	262,934
Deferred Revenues	1,515,320	-	1,515,320	1,910,007
Deferred Property Tax Revenue	9,037,722	-	9,037,722	8,256,588
TOTAL DEFERRED INFLOWS OF RESOURCES	<u>11,007,309</u>	<u>-</u>	<u>11,007,309</u>	<u>10,429,529</u>
NET POSITION				
Net Investment in Capital Assets	57,999,840	171,239,509	229,239,349	128,348,622
Restricted for Emergencies	1,378,000	-	1,378,000	1,017,000
Unrestricted	134,229,038	1,024,612	135,253,650	136,279,614
TOTAL NET POSITION	<u>\$ 193,606,878</u>	<u>\$ 172,264,121</u>	<u>\$ 365,870,999</u>	<u>\$ 265,645,236</u>

The accompanying notes are an integral part of the financial statements.

STATEMENT OF ACTIVITIES
Year Ended December 31, 2022

FUNCTIONS/PROGRAMS	EXPENSES	PROGRAM REVENUES		
		CHARGES FOR SERVICES	OPERATING GRANTS AND CONTRIBUTIONS	CAPITAL GRANTS AND CONTRIBUTIONS
PRIMARY GOVERNMENT				
Governmental Activities				
General Government	\$ 1,799,419	\$ 4,033,716	\$ 134,553	\$ 481,882
Public Safety	3,901,872	956,728	-	-
Public Works	19,262,188	4,564,898	-	777,009
Health and Welfare	-	-	-	-
Culture and Recreation	(6,670,911)	1,929,826	2,380,915	592,762
Total Governmental Activities	18,292,568	11,485,168	2,515,468	1,851,653
Business-Type Activities				
Water	4,317,357	6,112,153	-	35,457,230
Wastewater	1,669,379	3,330,678	-	8,480,671
Drainage	323,290	1,312,706	-	-
Interest on Long Term Debt	1,953,150	-	-	-
Total Business-Type Activities	8,263,176	10,755,537	-	43,937,901
Total Primary Government	\$ 26,555,744	\$ 22,240,705	\$ 2,515,468	\$ 45,789,554

GENERAL REVENUES

- Sales Taxes
- Property Taxes
- Franchise Taxes
- Other Taxes
- Interest
- Other

TRANSFERS

TOTAL GENERAL REVENUES AND TRANSFERS

CHANGE IN NET POSITION

Prior Period Adjustment

NET POSITION, Beginning

NET POSITION, Ending

The accompanying notes are an integral part of the financial statements.

NET (EXPENSE) REVENUE AND
CHANGE IN NET POSITION

GOVERNMENTAL ACTIVITIES	BUSINESS-TYPE ACTIVITIES	TOTALS	
		2022	2021
\$ 2,850,732	\$ -	\$ 2,850,732	\$ (745,380)
(2,945,144)	-	(2,945,144)	(2,831,766)
(13,920,281)	-	(13,920,281)	(2,818,559)
-	-	-	-
11,574,414	-	11,574,414	(37,759)
(2,440,279)	-	(2,440,279)	(6,433,464)
-	37,252,026	37,252,026	22,516,587
-	10,141,970	10,141,970	2,873,369
-	989,416	989,416	481,407
-	(1,953,150)	(1,953,150)	(1,198,678)
-	46,430,262	46,430,262	24,672,685
(2,440,279)	46,430,262	43,989,983	18,239,221
21,780,377	-	21,780,377	16,425,814
8,754,412	-	8,754,412	10,161,097
695,140	-	695,140	521,849
(816,763)	-	(816,763)	279,262
754,395	1,210,593	1,964,988	165,794
2,656,251	-	2,656,251	1,156,597
-	-	-	(60,000)
33,823,812	1,210,593	35,034,405	28,650,413
31,383,533	47,640,855	79,024,388	46,889,634
-	21,201,375	21,201,375	9,800,000
162,223,345	103,421,891	265,645,236	208,955,602
<u>\$ 193,606,878</u>	<u>\$ 172,264,121</u>	<u>\$ 365,870,999</u>	<u>\$ 265,645,236</u>

BALANCE SHEET
GOVERNMENTAL FUNDS
As of December 31, 2022

	GENERAL FUND	STREET AND ALLEY FUND	CAPITAL IMPROVEMENT FUND	OTHER GOVERNMENTAL FUNDS
ASSETS				
Cash and Investments	\$ 90,284,694	\$ 18,137,720	\$ 12,953,203	\$ 16,688,287
Restricted Cash and Investments	2,471,370	-	-	132,112
Taxes Receivable	9,037,722	-	-	-
Accounts Receivable	2,871,055	739,666	164,294	178,427
Prepaid Items	19,403	12,346	-	973
TOTAL ASSETS	\$ 104,684,244	\$ 18,889,732	\$ 13,117,497	\$ 16,999,799
LIABILITIES, DEFERRED INFLOWS, AND FUND EQUITY				
LIABILITIES				
Accounts Payable	\$ 643,107	\$ 735,397	\$ 1,493,210	\$ 69,570
Accrued Liabilities	187,994	290,708	60,273	96,911
Developer Escrows and Deposits	3,572,190	-	695,208	-
TOTAL LIABILITIES	4,403,291	1,026,105	2,248,691	166,481
DEFERRED INFLOWS OF RESOURCES				
Deferred Grant Revenue	1,515,320	-	-	-
Deferred Property Tax Revenue	9,037,722	-	-	-
TOTAL DEFERRED INFLOWS OF RESOURCES	10,553,042	-	-	-
FUND EQUITY				
Fund Balance				
Restricted for Emergencies	1,378,000	-	-	-
Restricted for Culture and Recreation	-	-	-	8,539,939
Restricted for Parks & Recreation	-	-	-	8,124,691
Restricted for Capital Improvements	-	17,863,627	10,868,806	-
Restricted for Cemetery Maintenance	-	-	-	168,688
Committed for Recreation Center	250,000	-	-	-
Unassigned	88,099,911	-	-	-
TOTAL FUND EQUITY	89,727,911	17,863,627	10,868,806	16,833,318
TOTAL LIABILITIES, DEFERRED INFLOWS, AND FUND EQUITY	\$ 104,684,244	\$ 18,889,732	\$ 13,117,497	\$ 16,999,799

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and therefore, are not reported in the funds.

Long-term liabilities and related assets are not due and payable in the current period and are not reported in the fund. These include Accrued Compensated Absences (\$211,904), Net Pension Asset \$624,381, Deferred Outflows Related to Pensions \$355,166, and Deferred Inflows Related to Pensions of (\$454,267).

Net position of governmental activities

TOTAL GOVERNMENTAL FUNDS	
2022	2021
\$ 138,063,904	\$ 114,904,050
2,603,482	705,054
9,037,722	8,256,588
3,953,442	3,835,127
32,722	23,213
<u>\$ 153,691,272</u>	<u>\$ 127,724,032</u>
\$ 2,941,284	\$ 1,379,502
635,886	100,790
4,267,398	4,179,684
<u>7,844,568</u>	<u>5,659,976</u>
1,515,320	-
9,037,722	8,256,588
<u>10,553,042</u>	<u>8,256,588</u>
1,378,000	1,017,000
8,539,939	6,665,722
8,124,691	7,377,971
28,732,433	29,656,048
168,688	153,816
250,000	250,000
88,099,911	68,686,911
<u>135,293,662</u>	<u>113,807,468</u>
57,999,840	48,211,763
313,376	204,114
<u>\$ 193,606,878</u>	<u>\$ 162,223,345</u>

TOWN OF JOHNSTOWN, COLORADO

Item #2.

STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS
Year Ended December 31, 2022

	GENERAL FUND	STREET AND ALLEY FUND	CAPITAL IMPROVEMENT FUND	OTHER GOVERNMENTAL FUNDS
REVENUES				
Taxes and Fees	\$ 27,448,150	\$ 9,438,854	\$ 1,334,609	\$ 1,852,554
Licenses and Permits	2,582,811	-	-	-
Intergovernmental	2,495,231	777,009	-	1,094,881
Charges for Services	-	955,348	-	76,572
Fines and Forfeitures	243,213	-	-	-
Interest Income	359,913	111,264	125,291	157,927
Miscellaneous	604,617	1,235	-	16,622
TOTAL REVENUES	<u>33,733,935</u>	<u>11,283,710</u>	<u>1,459,900</u>	<u>3,198,556</u>
EXPENDITURES				
General Government	2,534,277	-	-	-
Public Safety	4,115,595	-	-	-
Public Works	2,349,027	5,106,102	7,800	-
Culture and Recreation	525,000	-	-	1,411,626
Capital Outlay	1,977,207	3,445,786	5,107,537	1,609,950
TOTAL EXPENDITURES	<u>11,501,106</u>	<u>8,551,888</u>	<u>5,115,337</u>	<u>3,021,576</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>22,232,829</u>	<u>2,731,822</u>	<u>(3,655,437)</u>	<u>176,980</u>
OTHER FINANCING SOURCES (USES)				
Transfers In	613,266	-	-	2,458,829
Transfers Out	<u>(3,072,095)</u>	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL OTHER FINANCING SOURCES (USES)	<u>(2,458,829)</u>	<u>-</u>	<u>-</u>	<u>2,458,829</u>
NET CHANGE IN FUND BALANCES	19,774,000	2,731,822	(3,655,437)	2,635,809
FUND BALANCES, Beginning	<u>69,953,911</u>	<u>15,131,805</u>	<u>14,524,243</u>	<u>14,197,509</u>
FUND BALANCES, Ending	<u>\$ 89,727,911</u>	<u>\$ 17,863,627</u>	<u>\$ 10,868,806</u>	<u>\$ 16,833,318</u>

The accompanying notes are an integral part of the financial statements.

TOTAL GOVERNMENTAL FUNDS	
2022	2021
\$ 40,074,167	\$ 30,362,355
2,582,811	1,076,864
4,367,121	2,075,287
1,031,920	875,521
243,213	271,401
754,395	132,921
622,474	1,013,375
<u>49,676,101</u>	<u>35,807,724</u>
2,534,277	3,026,863
4,115,595	3,275,647
7,462,929	3,843,000
1,936,626	1,615,381
12,140,480	1,756,921
<u>28,189,907</u>	<u>13,517,812</u>
<u>21,486,194</u>	<u>22,289,912</u>
3,072,095	1,851,006
<u>(3,072,095)</u>	<u>(1,851,006)</u>
<u>-</u>	<u>-</u>
21,486,194	22,289,912
<u>113,807,468</u>	<u>91,517,556</u>
<u>\$ 135,293,662</u>	<u>\$ 113,807,468</u>

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
Year Ended December 31, 2022

Amounts Reported for Governmental Activities in the Statement of Activities
are Different Because:

Net Changes in Fund Balances - Total Governmental Funds	\$ 21,486,194
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlay \$11,375,911, exceeded depreciation (\$1,587,834), in the current year.	9,788,077
Repayment of long-term debt principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position. This includes the change in accrued compensated absences.	(75,541)
Deferred Charges related to pensions are not recognized in the governmental funds. However, for the government-wide funds that amount is capitalized and amortized.	<u>184,803</u>
Change in Net Position of Governmental Activities	<u><u>\$ 31,383,533</u></u>

The accompanying notes are an integral part of the financial statements.

STATEMENT OF NET POSITION
 PROPRIETARY FUND TYPE
 As of December 31, 2022

	WATER FUND	WASTE WATER FUND	DRAINAGE FUND	TOTALS	
				2022	2021
ASSETS					
Current Assets					
Cash and Investments	\$ 18,030,853	\$ 42,699,361	\$ 3,977,376	\$ 64,707,590	\$ 88,016,818
Accounts Receivable, net	420,761	261,466	246,002	928,229	872,167
Grants Receivable	-	-	-	-	-
Prepaid Expenses	13,318	15,044	1,945	30,307	10,430
Due from Other Funds	-	-	-	-	-
Total Current Assets	<u>18,464,932</u>	<u>42,975,871</u>	<u>4,225,323</u>	<u>65,666,126</u>	<u>88,899,415</u>
Noncurrent Assets					
Capital Assets, net of Accumulated Depreciation	123,345,674	46,567,725	1,326,110	171,239,509	80,136,856
TOTAL ASSETS	<u>141,810,606</u>	<u>89,543,596</u>	<u>5,551,433</u>	<u>236,905,635</u>	<u>169,036,271</u>
LIABILITIES					
Current Liabilities					
Accounts Payable	2,033,009	5,923,392	32,212	7,988,613	6,739,125
Accrued Expenses	24,813	26,071	7,053	57,937	27,797
Lease Payable	35,667	35,667	-	71,334	-
Accrued Interest	-	162,763	-	162,763	162,763
Deferred Revenues	-	-	-	-	1,910,007
Total Current Liabilities	<u>2,093,489</u>	<u>6,147,893</u>	<u>39,265</u>	<u>8,280,647</u>	<u>8,839,692</u>
Noncurrent Liabilities					
Deposits	74,682	14,905	-	89,587	76,275
Accrued Compensated Absences	25,823	19,425	10,492	55,740	46,226
Due within One Year	-	810,000	-	810,000	34,960
Due in More Than One Year	-	55,405,540	-	55,405,540	56,617,227
Total Noncurrent Liabilities	<u>100,505</u>	<u>56,249,870</u>	<u>10,492</u>	<u>56,360,867</u>	<u>56,774,688</u>
TOTAL LIABILITIES	<u>2,193,994</u>	<u>62,397,763</u>	<u>49,757</u>	<u>64,641,514</u>	<u>65,614,380</u>
NET POSITION					
Net Investment in Capital Assets	123,345,674	46,567,725	1,326,110	171,239,509	80,136,856
Unrestricted	<u>16,270,938</u>	<u>(19,421,892)</u>	<u>4,175,566</u>	<u>1,024,612</u>	<u>23,285,035</u>
TOTAL NET POSITION	<u>\$ 139,616,612</u>	<u>\$ 27,145,833</u>	<u>\$ 5,501,676</u>	<u>\$ 172,264,121</u>	<u>\$ 103,421,891</u>

The accompanying notes are an integral part of the financial statements.

STATEMENT OF REVENUES, EXPENSES
AND CHANGES IN NET POSITION
PROPRIETARY FUND TYPE
Year Ended December 31, 2022

	WATER FUND	WASTE WATER FUND	DRAINAGE FUND	TOTALS	
				2022	2021
OPERATING REVENUES					
Charges for Services	\$ 5,857,782	\$ 3,015,211	\$ 1,312,706	\$ 10,185,699	\$ 8,062,146
Miscellaneous	254,371	315,467	-	569,838	263,924
TOTAL OPERATING REVENUES	6,112,153	3,330,678	1,312,706	10,755,537	8,326,070
OPERATING EXPENSES					
Administration	232,318	211,255	137,706	581,279	516,768
Operations	3,567,015	1,223,031	176,027	4,966,073	5,422,634
Depreciation	518,024	235,093	9,557	762,674	670,937
TOTAL OPERATING EXPENSES	4,317,357	1,669,379	323,290	6,310,026	6,610,339
OPERATING INCOME	1,794,796	1,661,299	989,416	4,445,511	1,715,731
NON-OPERATING REVENUES (EXPENSES)					
Interest Income	216,577	966,211	27,805	1,210,593	32,873
Grant Income	-	4,387,299	-	4,387,299	978,500
Debt Service	-	(1,953,150)	-	(1,953,150)	(1,198,678)
TOTAL NON-OPERATING REVENUES (EXPENSES)	216,577	3,400,360	27,805	3,644,742	(187,305)
INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFER	2,011,373	5,061,659	1,017,221	8,090,253	1,528,426
Capital Contributions	35,457,230	4,093,372	-	39,550,602	23,177,132
Transfers Out	-	-	-	-	(60,000)
NET INCOME	37,468,603	9,155,031	1,017,221	47,640,855	24,645,558
NET POSITION, Beginning as Previously Reported					
	80,946,634	17,990,802	4,484,455	103,421,891	68,976,333
Prior Period Adjustment	21,201,375	-	-	21,201,375	9,800,000
NET POSITION, Beginning, as restated	102,148,009	17,990,802	4,484,455	124,623,266	78,776,333
NET POSITION, Ending	\$ 139,616,612	\$ 27,145,833	\$ 5,501,676	\$ 172,264,121	\$ 103,421,891

The accompanying notes are an integral part of the financial statements.

STATEMENT OF CASH FLOWS
 PROPRIETARY FUND TYPE
 Year Ended December 31, 2022
 Increase (Decrease) in Cash and Cash Equivalents

	WATER FUND	WASTE WATER FUND	DRAINAGE FUND	TOTALS	
				2022	2021
CASH FLOWS FROM OPERATING ACTIVITIES					
Cash Received from Customers	\$ 6,220,131	\$ 1,457,978	\$ 1,111,354	\$ 8,789,463	\$ 10,505,629
Cash Paid to Suppliers	(4,608,648)	747,972	(417,413)	(4,278,089)	(96,965)
Net Cash Provided by Operating Activities	<u>1,611,483</u>	<u>2,205,950</u>	<u>693,941</u>	<u>4,511,374</u>	<u>10,408,664</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES					
Purchase of Property and Equipment	(41,619,139)	(28,813,880)	(230,927)	(70,663,946)	(35,819,069)
Capital Contributions	35,457,230	4,093,372	-	39,550,602	23,177,132
Proceeds from Capital Grants	-	4,387,299	-	4,387,299	978,500
Proceeds from Debt	(16,612)	(348,700)	-	(365,312)	56,652,186
Interest Payments	0	(1,953,150)	-	(1,953,150)	(1,035,915)
Deposits from Customers	13,312	-	-	13,312	(36,187)
Payments from Other Funds	-	-	-	-	(60,000)
Net Cash Provided (Used) by Capital and Related Financing Activities	<u>(6,165,209)</u>	<u>(22,635,059)</u>	<u>(230,927)</u>	<u>(29,031,195)</u>	<u>43,856,647</u>
CASH FLOWS FROM INVESTING ACTIVITIES					
Interest Received	<u>216,577</u>	<u>966,211</u>	<u>27,805</u>	<u>1,210,593</u>	<u>32,873</u>
Net Cash Provided by Investing Activities	<u>216,577</u>	<u>966,211</u>	<u>27,805</u>	<u>1,210,593</u>	<u>32,873</u>
Net Increase in Cash and Cash Equivalents	(4,337,149)	(19,462,898)	490,819	(23,309,228)	54,298,184
CASH AND INVESTMENTS, Beginning	<u>22,368,002</u>	<u>62,162,259</u>	<u>3,486,557</u>	<u>88,016,818</u>	<u>33,718,634</u>
CASH AND INVESTMENTS, Ending	<u>\$ 18,030,853</u>	<u>\$ 42,699,361</u>	<u>\$ 3,977,376</u>	<u>\$ 64,707,590</u>	<u>\$ 88,016,818</u>
OPERATING ACTIVITIES					
Operating Income	<u>\$ 1,794,796</u>	<u>\$ 1,661,299</u>	<u>\$ 989,416</u>	<u>\$ 4,445,511</u>	<u>\$ 1,715,731</u>
Adjustments to Reconcile Operating Income to Net Cash Provided by Operating Activities					
Depreciation and Amortization	518,024	235,093	9,557	762,674	670,936
Changes in Assets and Liabilities					
Accounts Receivable	107,978	37,307	(201,352)	(56,067)	(28,948)
Grants Receivable	-	-	-	-	298,500
Prepaid Expenses	(8,769)	(11,607)	498	(19,878)	(10,429)
Accounts Payable	(817,896)	2,177,669	(110,286)	1,249,487	5,855,751
Accrued Expenses	13,924	12,517	3,699	30,140	(5,858)
Deferred Revenues	-	(1,910,007)	-	(1,910,007)	1,910,007
Accrued Compensated Absences	3,426	3,679	2,409	9,514	2,974
Total Adjustments	<u>(183,313)</u>	<u>544,651</u>	<u>(295,475)</u>	<u>65,863</u>	<u>8,692,933</u>
Net Cash Provided by Operating Activities	<u>\$ 1,611,483</u>	<u>\$ 2,205,950</u>	<u>\$ 693,941</u>	<u>\$ 4,511,374</u>	<u>\$ 10,408,664</u>

The accompanying notes are an integral part of the financial statements.

NOTES TO FINANCIAL STATEMENTS
December 31, 2022**NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The Town of Johnstown, Colorado, is a Colorado Home Rule Town and was organized on March 21, 1907. The Town is administered by an elected Mayor and Town Council.

The Town provides the following services to the residents and businesses: public safety, highways and streets, sanitation, water, culture and recreation, public improvements, planning and zoning, judicial, and general administrative services.

The accounting policies of the Town of Johnstown, Colorado (the “Town”) conform to generally accepted accounting principles as applicable to governments. Following is a summary of the more significant policies.

Reporting Entity

In accordance with governmental accounting standards, the Town of Johnstown has considered the possibility of inclusion of additional entities in its basic financial statements.

The definition of the reporting entity is based primarily on financial accountability. The Town is financially accountable for organizations that make up its legal entity. It is also financially accountable for legally separate organizations if Town officials appoint a voting majority of the organization’s governing body and either it is able to impose its will on that organization or there is a potential for the organization to provide specific financial benefits to, or to impose specific financial burdens on, the Town. The Town may also be financially accountable for governmental organizations that are fiscally dependent upon it.

Based on the application of these criteria, the Town does not include additional organizations in its reporting entity.

Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the Town. For the most part, the effect of interfund activity has been removed from these statements. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of the given function or segments are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment.

NOTES TO FINANCIAL STATEMENTS
December 31, 2022**NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES** (Continued)**Government-Wide and Fund Financial Statements** (Continued)

Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

Separate financial statements are provided for governmental funds and proprietary funds. Major individual governmental funds are reported as separate columns in the fund financial statements.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*, as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when the liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current *financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collected within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the Town considers revenues to be available if they are collected within 60 days of the end of the current fiscal period.

Property taxes, specific ownership taxes, grants, and interest associated with the current fiscal period are all considered to be susceptible to accrual and have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the Town.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, are recorded only when payment is due.

NOTES TO FINANCIAL STATEMENTS
December 31, 2022**NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES** (Continued)**Measurement Focus, Basis of Accounting, and Financial Statement Presentation**
(Continued)

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the Town's practice to use restricted resources first, then unrestricted resources as they are needed.

In the fund financial statements, the Town reports the following major governmental funds:

The *General Fund* is the Town's primary operating fund. It accounts for all financial resources of the Town, except those required to be accounted for in another fund.

The *Street and Alley Fund* is a special revenue fund that was established to account for all taxes and impact fee revenues specifically earmarked for street maintenance and improvements.

The *Use Tax Capital Improvement Fund* is a special revenue fund that was created to account for various maintenance and capital projects throughout the Town.

The Town reports the following major proprietary funds:

The *Water Fund* accounts for user charges and expenses for operating, financing, and maintaining the Town's water system.

The *Wastewater Fund* accounts for user charges and expenses for operating, financing, and maintaining the Town's sanitary sewer system.

The *Drainage Fund* accounts for user charges and expenses for operating, financing, and maintaining the Town's drainage system.

NOTES TO FINANCIAL STATEMENTS
December 31, 2022

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Cash and Investments

Cash equivalents include investments with original maturities of three months or less.

Investments are recorded at fair value.

Capital Assets

Capital assets, which include property and equipment, are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the Town as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets' lives are not capitalized.

Property and equipment of the Town is depreciated using the straight-line method over the following estimated useful lives:

Buildings and Improvements	10 - 50 years
Machinery and Equipment	3 - 30 years
Infrastructure	10 - 50 years

Compensated Absences

Employees of the Town are allowed to accumulate unused paid time off up to a max of 80 hours. Upon termination of employment from the Town, an employee will be compensated for all accrued paid time off at their current pay rate.

These compensated absences are recognized as current salary costs when earned in the proprietary fund types and when due in the governmental fund types. A liability has been recorded in the government-wide financial statements for the accrued compensated absences.

NOTES TO FINANCIAL STATEMENTS
December 31, 2022**NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES** (Continued)**Long-Term Obligations**

In the government-wide financial statements, and proprietary fund type in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position. Bond premiums, discounts, and bond issuance costs are deferred and amortized over the life of the bonds using the straight-line method.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position and balance sheets will sometimes report a separate section for deferred outflows or resources. This separate financial statement element, deferred outflow of resources, represents a consumption of net position and fund balance that applies to a future period(s) and so will not be recognized as an outflow of resources expense/expenditure) until then.

In addition to liabilities, the statement of financial position and balance sheets will sometimes report a separate section for deferred inflows or resources. This separate financial statement element, deferred inflow of resources, represents an acquisition of net position and fund balance that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Net Position

In the government-wide financial statements, net position is restricted when constraints placed on the net position are externally imposed.

NOTES TO FINANCIAL STATEMENTS
December 31, 2022**NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES** (Continued)**Fund Balance Classification**

The governmental fund financial statements present fund balances based on classifications that comprise a hierarchy that is based primarily on the extent to which the Town is bound to honor constraints on the specific purposes for which amounts in the respective governmental funds can be spent. The classifications used in the governmental fund financial statements are as follows:

- Nonspendable – This classification includes amounts that cannot be spent because they are either not in a spendable form (such as inventories and prepaid amounts) or are legally or contractually required to be maintained intact. As of December 31, 2022, the Town did not report any nonspendable its prepaid items as nonspendable resources.
- Restricted – This classification includes amounts for which constraints have been placed on the use of the resources either (a) externally imposed by creditors (such as through a debt covenant), grantors, contributors, or laws or regulations of other governments, or (b) imposed by law through constitutional provisions or enabling legislation. The Town has classified Emergency Reserves as being restricted because their use is restricted by State Statute for declared emergencies. The Town has also classified the fund balances for Street and Alley, Capital Improvement, the Cemetery, and the Parks and Open Space Funds as restricted because their revenues are restricted by the municipal code or taxpayer initiative; the Library Fund is classified as restricted as the revenues are restricted through taxpayer initiatives and other governments, and the Conservation Trust Fund is classified as restricted because its revenues are restricted by State Statute.
- Committed – This classification includes amounts that can be used only for specific purposes pursuant to constraints imposed by formal action of the Town Council. These amounts cannot be used for any other purpose unless the Town Council removes or changes the specified use by taking the same type of action (ordinance or resolution) that was employed when the funds were initially committed. This classification also includes contractual obligations to the extent that existing resources have been specifically committed for use in satisfying those contractual requirements. The Town reports unspent balances appropriated by the Town Council for contingencies, equipment replacement, and the construction of a Town recreation center.
- Assigned – This classification includes amounts the government intends to use for specific purposes that do not meet the criteria to be classified as restricted or committed.

NOTES TO FINANCIAL STATEMENTS
December 31, 2022**NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES** (Continued)**Fund Balance Classification** (Continued)

- Unassigned – This classification includes the residual fund balance for the General Fund. The Unassigned classification also includes negative residual fund balance of any other governmental fund that cannot be eliminated by offsetting of Assigned fund balance amounts.

The Town would typically use Restricted fund balances first, followed by Committed resources, and then Assigned resources, as appropriate opportunities arise, but reserves the right to selectively spend Unassigned.

Property Taxes

Property taxes are levied on November 1 and attach as an enforceable lien on property on January 1. Taxes are payable in full on April 30 or in two installments on February 28 and June 15. The County Treasurer's office collects property taxes and remits to the Town on a monthly basis.

Since property tax revenues are collected in arrears during the succeeding year, a receivable and corresponding deferred revenue are recorded at December 31. As the tax is collected in the succeeding year, the deferred revenue is recognized as revenue and the receivable is reduced.

Comparative Data

Comparative total data for the prior year has been presented in the accompanying financial statements in order to provide an understanding of changes in the Town's financial position and operations. However, complete comparative data in accordance with generally accepted accounting principles has not been presented since its inclusion would make the financial statements unduly complex and difficult to read. Data in these columns do not present financial position or results of operations in conformity with generally accepted accounting principles. Neither is such data comparable to a consolidation. Interfund eliminations have not been made in the aggregation of this data.

NOTES TO FINANCIAL STATEMENTS
December 31, 2022

NOTE 2: STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY

Budgets and Budgetary Accounting

The Town follows these procedures in establishing the budgetary data reflected in the financial statements:

- In October, the Town staff submits to the Town Council a proposed operating budget for the fiscal year commencing the following January 1. The operating budget includes proposed expenditures and the means of financing them.
- Public hearings are conducted to obtain taxpayer comments.
- Prior to December 31, the budget is legally enacted through passage of a resolution.
- The Town Administration is authorized to transfer budgeted amounts between departments within any fund. However, any revisions that alter the total expenditures of any fund must be approved by the Town Council.
- Budgets are legally adopted for all funds of the Town. Budgets for the General, Special Revenue, and Private Purpose Trust Funds are adopted on a basis consistent with generally accepted accounting principles (GAAP). The Budgetary comparison presented for the enterprise funds are presented on a non-GAAP budgetary basis. Capital outlay and debt payments are budgeted as expenditures.
- Budgeted amounts in the financial statements are as originally adopted or as amended by the Town Council. All appropriations lapse at year end. Colorado governments may not exceed budgeted appropriations at the fund level.

NOTE 3: DEPOSITS AND INVESTMENTS

A summary of deposits and investments as of December 31, 2022, follows:

Petty Cash	\$ 1,481
Cash Deposits	38,019,339
Investments	<u>167,354,156</u>
Total	<u>\$205,374,976</u>

NOTES TO FINANCIAL STATEMENTS
December 31, 2022

NOTE 3: DEPOSITS AND INVESTMENTS (Continued)

The above amounts are classified in the statement of net position as follows:

Governmental Activities - Unrestricted	\$ 138,063,904
Governmental Activities – Restricted	2,603,482
Business-type Activities- Unrestricted	<u>64,707,590</u>
Total	<u>\$205,374,976</u>

Custodial Credit Risk – Deposits

Custodial credit risk is the risk that in the event of a bank failure, the government’s deposits may not be returned to it. The Colorado Public Deposit Protection Act (PDPA) requires that all units of local government deposit cash in eligible public depositories. Eligibility is determined by state regulations. At December 31, 2022, State regulatory commissioners have indicated that all financial institutions holding deposits for the Town are eligible public depositories. Amounts on deposit in excess of federal insurance levels must be collateralized by eligible collateral as determined by the PDPA. PDPA allows the financial institution to create a single collateral pool for all public funds held. The pool is to be maintained by another institution or held in trust for all the uninsured public deposits as a group. The market value of the collateral must be at least equal to 102% of the uninsured deposits.

The Town has implemented a policy regarding custodial credit risk for deposits.

At December 31, 2022, the Town had deposits with financial institutions with a carrying amount of \$38,019,339. The bank balances with the financial institutions were \$39,056,388. Of these balances, \$250,000 was covered by federal depository insurance and \$38,806,388 was covered by collateral held by authorized escrow agents in the financial institutions name (PDPA).

Investments

As of December 31, 2022, the Town had the following investments and maturities:

<u>Type of Investment</u>	<u>Fair Value</u>	<u>Maturities (in Years)</u>	
		<u>0 – 1 Years</u>	<u>1 – 5 Years</u>
U.S. Government Securities	\$ 23,409,458	\$ 17,700,355	\$ 5,709,103
U.S. Government Agencies	17,611,124	14,353,885	3,257,239
Money Market Funds	20,901	20,901	-
Local Government Investment Pools	<u>126,312,673</u>	<u>126,312,673</u>	<u>-</u>
Total	<u>\$ 167,354,156</u>	<u>\$ 158,387,814</u>	<u>\$ 8,966,342</u>

NOTES TO FINANCIAL STATEMENTS
December 31, 2022**NOTE 3: DEPOSITS AND INVESTMENTS** (Continued)**Investments** (Continued)Interest Rate Risk

The Town has a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Credit Risk

Colorado statutes specify in which instruments the units of local government may invest which includes:

- Obligations of the United States and certain U.S. government agency securities
- General obligation and revenue bonds of U.S. local government entities
- Local government investment pools
- Written repurchase agreements collateralized by certain authorized securities
- Certain money market funds
- Guaranteed investment contracts

The above investments are authorized for all funds and fund types used by Colorado municipalities. The Town's securities at December 31, 2022, are rated AA+ by Standard and Poor's and Aaa by Moody's Investors Services for its U.S. Government Agencies and Securities. The Town's Corporate Bonds ratings range from A1 by Moody's Investors.

Investment Pools

The Town had invested \$73,968,758 in the Colorado Surplus Asset Fund Trust (CSAFE), an investment vehicle established for local government entities in Colorado pursuant to Title 24, Article 75, Part 7 of the Colorado Revised Statutes, to pool surplus funds for investment purposes. The State Securities Commissioner administers and enforces the requirements of creating and operating the Pools. CSAFE reports its underlying investments at amortized cost and is considered a qualifying external investment pool under GASB Statement 79. CSAFE operates similar to money market funds where each share is equal in value to \$1.00. The fair value of the position in the pools is the same as the value of the pooled shares.

CSAFE is rated AAAM by Standard and Poor's. The designated custodial bank provides safekeeping and depository services in connection with the direct investment and withdrawal functions. Substantially all securities are owned by the pools and held by the Federal Reserve Bank in the account maintained for the custodial bank. The custodian's internal records identify the investments owned by the pools. Investments of the pools comply with state statutes, consisting of U.S. Treasury bills, notes and note strips, repurchase agreements, U.S. Instrumentalities, Commercial Paper, Bank Deposits and Money Market Funds. CSAFE does not have any limitations or restrictions on participant withdrawals.

NOTES TO FINANCIAL STATEMENTS
December 31, 2022**NOTE 3: DEPOSITS AND INVESTMENTS** (Continued)**Investments** (Continued)Investment Pools (Continued)

The Town had invested \$52,343,915 in the Colorado Government Liquid Asset Trust (ColoTrust) which has a credit rating of AAAM by Standard and Poor's. ColoTrust is an investment vehicle established for local government entities in Colorado to pool surplus funds and is regulated by the State Securities Commissioner. It operates similarly to a money market fund and each share is equal in value to \$1.00. Investments consist of U.S. Treasury and U.S. Agency securities, and repurchase agreements collateralized by U.S. Treasury and U.S. Agency securities. A designated custodial bank provides safekeeping and depository services in connection with the direct investment and withdrawal functions. Substantially all securities owned are held by the Federal Reserve Bank in the account maintained for the custodial bank. The custodian's internal records identify the investments owned by the entities.

ColoTrust is not a 2a7-like external investment pool. The unit of account is each share held, and the value of the position would be the fair value of the pool's share price multiplied by the number of shares held. The government-investor does not "look through" the pool to report a pro rata share of the pool's investments, receivables, and payables.

The Town invested \$20,901 in a Money Market Mutual Fund. The Fund invests only in government securities as defined under the Investment Company Act of 1940 (the "1940 Act"), as amended. The Fund intends to be a government money market fund as defined under Rule 2a-7 under the 1940 Act. The fair value of investments in the fund is based on the published net asset values per share of those funds and is maintained at a stable net asset value of \$1.00 per share. The fund values its securities using amortized cost.

Fair Value

The Town categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant observable inputs.

At December 31, 2022, the Town held investments in U.S. Government Securities and U.S. Government Agencies in the amount of \$23,409,458 and \$17,611,124, respectively, with maturity dates of less than one and five years. Given the low risk of this type of investment, the Town has not established a policy limiting the amount of investments in this type of security and deems it unnecessary at this time. These investments are valued with Level 1 inputs.

NOTES TO FINANCIAL STATEMENTS
December 31, 2022

NOTE 3: DEPOSITS AND INVESTMENTS (Continued)**Investments** (Continued)**Restricted Cash and Investments**

Cash and Investment in the amount of \$2,471,370 are restricted in the General Fund for developer and escrow deposits and funds in the amount of \$132,112 are restricted in the Conservation Trust Fund for parks and recreation.

NOTE 4: CAPITAL ASSETS

Capital assets activity for the year ended December 31, 2022 is summarized below:

	Balances <u>12/31/2021</u>	<u>Additions</u>	<u>Deletions</u>	Balances <u>12/31/2022</u>
Governmental Activities				
Capital Assets, not depreciated				
Land	\$ 1,099,633	\$ 1,539,860	\$ -	\$ 2,639,493
Water Shares	962,500	-	-	962,500
Construction in Progress	<u>926,129</u>	<u>5,304,862</u>	<u>427,092</u>	<u>5,803,899</u>
Total Capital Assets, not depreciated	<u>2,988,262</u>	<u>6,844,722</u>	<u>427,092</u>	<u>9,405,892</u>
Capital Assets, depreciated				
Buildings	40,396,533	52,298	-	40,448,831
Improvements	3,400,767	178,337	-	3,579,104
Infrastructure	3,966,658	4,177,973	-	8,144,631
Equipment	<u>6,299,499</u>	<u>549,673</u>	<u>-</u>	<u>6,849,172</u>
Total Capital Assets, depreciated	<u>54,063,457</u>	<u>4,958,281</u>	<u>-</u>	<u>59,021,738</u>
Less Accumulated Depreciation				
Buildings	3,799,900	805,856	-	4,605,756
Improvements	1,024,930	77,193	-	1,102,123
Infrastructure	231,093	176,357	-	407,450
Equipment	<u>3,784,033</u>	<u>528,428</u>	<u>-</u>	<u>4,312,461</u>
Total Accumulated Depreciation	<u>8,839,956</u>	<u>1,587,834</u>	<u>-</u>	<u>10,427,790</u>
Total Capital Assets, depreciated, Net	<u>45,223,501</u>	<u>(3,370,447)</u>	<u>-</u>	<u>48,593,948</u>
Governmental Activities, Capital Assets, Net	<u>\$ 48,211,763</u>	<u>\$ 10,215,169</u>	<u>\$ 427,092</u>	<u>\$ 57,999,840</u>

NOTES TO FINANCIAL STATEMENTS
December 31, 2022**NOTE 4: CAPITAL ASSETS (Continued)**

Depreciation expense was charged to functions/programs of the Town as follows:

Governmental Activities

General Government	\$ 925,224
Public Safety	160,368
Public Works	336,399
Culture and Recreation	<u>165,843</u>
Total	<u>\$ 1,587,834</u>

	Balances (Restated)			Balances
	<u>12/31/2021</u>	<u>Additions</u>	<u>Deletions</u>	<u>12/31/2022</u>
Business-Type Activities				
Capital Assets, not depreciated				
Land	\$ 104,306	\$ 148,059	\$ -	\$ 252,365
Water Rights	57,439,362	39,029,362	-	96,468,728
Lease Assets	104,558	-	33,225	71,333
Construction in Progress	<u>17,018,885</u>	<u>40,541,262</u>	<u>11,131,841</u>	<u>46,428,306</u>
Total Capital Assets, not depreciated	<u>74,667,111</u>	<u>79,718,683</u>	<u>11,165,066</u>	<u>143,220,732</u>
Capital Assets, depreciated				
Utility Systems	24,673,139	13,189,135	-	37,864,200
Equipment	<u>1,359,026</u>	<u>149,031</u>	<u>-</u>	<u>1,508,058</u>
Total Capital Assets, depreciated	<u>26,032,165</u>	<u>13,340,092</u>	<u>-</u>	<u>39,372,257</u>
Less: Accumulated Depreciation				
Utility Systems	10,226,038	671,599	-	10,897,637
Equipment	<u>364,769</u>	<u>91,074</u>	<u>-</u>	<u>455,843</u>
Total Accumulated Depreciation	<u>10,590,807</u>	<u>762,673</u>	<u>-</u>	<u>11,353,480</u>
Total Capital Assets, depreciated, Net	<u>15,441,358</u>	<u>12,577,419</u>	<u>-</u>	<u>28,018,777</u>
Business-Type Activities, Capital Assets, Net	<u>\$ 90,108,469</u>	<u>\$ 92,296,102</u>	<u>\$ 11,165,066</u>	<u>\$ 171,239,509</u>

Depreciation expense was charged to functions/programs of the Town as follows:

Business-type Activities

Water Fund	\$ 518,024
Wastewater Fund	235,093
Drainage Fund	<u>9,556</u>
Total	<u>\$ 762,673</u>

NOTES TO FINANCIAL STATEMENTS
December 31, 2022

NOTE 4: CAPITAL ASSETS (Continued)

The Town has determined that it has received various capital contributions in the form of water rights through various agreements with developers over the years. The Town is unable to determine the quantity and fair value at the time the ownership was transferred to the Town, and therefore has not capitalized these water rights. The Town will be continuing its process of determining the acquisition value of additional water rights and shares owned during the year ended December 31, 2022.

NOTE 5: LONG-TERM DEBT**Governmental Activities**

Following is a summary of long-term debt transactions for the governmental activities for the year ended December 31, 2022.

	Balance <u>12/31/2021</u>	<u>Additions</u>	<u>Payments</u>	Balance <u>12/31/2022</u>	Due In <u>One Year</u>
Accrued Compensated Absences	\$ 136,363	\$ 75,541	\$ -	\$ 211,904	\$ -

Accrued Compensated Absences are being paid from resources generated by the General Fund.

Business-Type Activities

Following is a summary of long-term debt transactions for the business-type activities for the year ended December 31, 2022.

	Balance <u>12/31/2021</u>	<u>Additions</u>	<u>Payments</u>	Balance <u>12/31/2022</u>	Due In <u>One Year</u>
Bonds, Series 2021 Premium	\$46,585,000	-	\$ -	\$46,585,000	\$ 810,000
Accrued Compensated Absences	9,962,628	-	332,088	9,630,540	-
	<u>46,227</u>	<u>9,513</u>	<u>-</u>	<u>55,740</u>	<u>-</u>
	<u>\$ 56,698,413</u>	<u>\$ 9,513</u>	<u>\$ 332,088</u>	<u>\$ 56,271,280</u>	<u>\$ 810,000</u>

Accrued Compensated Absences are being paid from resources generated by the Water, Wastewater, and Drainage Funds.

NOTES TO FINANCIAL STATEMENTS
December 31, 2022

NOTE 5: LONG-TERM DEBT(Continued)**Future Debt Service Requirements**

Annual debt service requirements for the bonds at December 31, 2022, are as follows.

<u>Year Ended December 31,</u>	<u>Total</u>	<u>Principal</u>	<u>Interest</u>
2023	\$ 810,000	\$ 3,989	\$ 71,944
2024	855,000	11,601	71,944
2025	900,000	8,889	71,944
2026	940,000	6,055	71,944
2027	990,000	1,777,900	2,767,900
2028-2032	5,745,000	8,095,750	13,840,750
2033-2037	7,110,000	6,722,200	13,832,200
2038-2042	8,660,000	5,181,400	13,841,400
2043-2037	10,530,000	3,305,600	13,835,600
2048-2051	<u>10,045,000</u>	<u>1,024,200</u>	<u>11,069,200</u>
Total Debt Service Requirements	<u>\$46,585,000</u>	<u>\$33,667,650</u>	<u>\$80,252,650</u>

NOTE 6: INTERFUND AMOUNTS

Interfund transfers for the year ended December 31, 2022, were comprised of the following:

<u>Transfers To Other Funds</u>	<u>Transfers From Other Funds</u>	<u>Amount</u>
General Fund	Parks and Open Space Fund	\$ 1,162,000
General Fund	Library Fund	1,296,829
General Fund	Tax Allocation Fund	<u>613,266</u>
Total		<u>\$ 3,072,095</u>

NOTES TO FINANCIAL STATEMENTS
December 31, 2022**NOTE 7: TAX ABATEMENTS****WRFG Annexation Agreement**

The Town entered into the WRFG Annexation Agreement, for the 2534 Development (the commercial properties along State Highway 34) under the Municipal Annexation Act, Part 1 of Article 12 of Title 31 of the Colorado Revised Statutes (“C.R.S”). In exchange for the real property annexed by the Town and for the purpose of paying for certain improvements needed to service the property, the Town has agreed to reimburse 1% of sales and use taxes to the owners of the 2534 Development. This agreement was entered into on December 14, 2000, with an expiration of 25 years from the date of the annexation. For the year ended December 31, 2022, the Town reimbursed sales taxes to the owners of the 2534 Development property in the amount of \$757,589.

NOTE 8: DEFINED BENEFIT PENSION PLAN**Statewide Defined Benefit Pension Plan** (Continued)**Summary of Significant Accounting Policies** (Continued)

Pensions. The District contributes to the Statewide Defined Benefit Pension Plan (“SWDB Plan”), a cost-sharing multiple employer defined benefit pension plan, which is administered by FPPA. The net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, pension expense, information about the fiduciary net position and additions to/deductions from the fiduciary net position of the SWDB Plan have been determined using the economic resources measurement focus and the accrual basis of accounting.

The SWDB Plan assets are included in the Fire & Police Members’ Benefit Investment Fund and the Fire & Police Members’ Self-Directed Investment Fund (for Deferred Retirement Option Plan (DROP) assets and Separate Retirement Account assets from eligible retired members).

General Information about the Plan

Plan description. The SWDB Plan provides retirement benefits for members and beneficiaries according to plan provisions as enacted and governed by FPPA’s Pension Fund Board of Trustees. Colorado Revised Statutes (“CRS”), as amended, establishes basic benefit provisions under the SWDB Plan. FPPA issues an annual, publicly-available financial report that includes the assets of the SWDB Plan. That report may be obtained on FPPA’s website at <http://www.fppaco.org>.

NOTES TO FINANCIAL STATEMENTS
December 31, 2022**NOTE 8: DEFINED BENEFIT PENSION PLANS** (Continued)**Statewide Defined Benefit Pension Plan** (Continued)**General Information about the Plan** (Continued)

Benefits provided. A member is eligible for a normal retirement pension once the member has completed twenty-five years of credited service and has attained the age of 55. Effective January 1, 2022, a member may also qualify for a normal retirement pension if the member's combined years of service and age equals at least 80, with a minimum age of 50 (Rule of 80).

The annual normal retirement benefit is 2 percent of the average of the member's highest three years' pensionable earnings for each year of credited service up to ten years, plus 2.5 percent for each year of service thereafter. The benefit earned prior to January 1, 2007 for members of affiliated Social Security employers will be reduced by the amount of Social Security income payable to the member annually.

Effective January 1, 2007, members covered under Statewide Defined Benefit Social Security Component will receive half the benefit when compared to the Statewide Defined Benefit Plan. Benefit adjustments paid to retired members are evaluated annually and may be re-determined every October 1. The amount of any increase is based on the Board's discretion and can range from 0 to the higher of 3 percent or the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W).

A member is eligible for an early retirement after completion of 30 years of service or attainment of age 50 with at least five years of credited service. The early retirement benefit equals the normal retirement benefit reduced on an actuarially equivalent basis. Upon termination, an employee may elect to have member contributions, along with 5 percent as interest, returned as a lump sum distribution. Alternatively, a member with at least five years of accredited service may leave contributions with the Plan and remain eligible for a retirement pension at age 55 equal to 2 percent of the member's average highest three years' pensionable earnings for each year of credited service up to ten years, plus 2.5 percent for each year of service thereafter.

Contributions. The SWDB Plan sets contribution rates at a level that enables all benefits to be fully funded at the retirement date of all members. Contribution rates for the SWDB Plan are set by state statute. Employer contribution rates can only be amended by state statute. Member contribution rates can be amended by state statute or election of the membership. Effective January 1, 2022, contribution rates for employers and members may be increased equally by the FPPA Board of Directors upon approval through an election by both the employers and members.

NOTES TO FINANCIAL STATEMENTS
December 31, 2022**NOTE 8: DEFINED BENEFIT PENSION PLANS** (Continued)**Statewide Defined Benefit Pension Plan** (Continued)**General Information about the Plan** (Continued)

In 2014, the members elected to increase the member contribution rate to the SWDB plan beginning in 2015. Member contribution rates will increase 0.5 percent annually through 2022 to a total of 12 percent of pensionable earnings. Employer contributions are 8 percent in 2021 and 2022. Employer contributions will increase 0.5 percent annually beginning in 2022 through 2030 to a total of 13 percent of pensionable earnings. In 2021, members of the SWDB plan and their employers are contributing at the rate of 11 percent and 8 percent, respectively, of pensionable earnings for a total contribution rate of 19 percent.

Contributions from members and employers of departments reentering the system are established by resolution and approved by the FPPA Board of Directors. The reentry group has a combined contribution rate of 23 percent and 23.5 percent of pensionable earnings in 2021 and 2022, respectively. It is a local decision as to whether the member or employer pays the additional 4 percent contribution. The member and employer contribution rates will increase through 2030 as described above for the non-reentering departments. Effective January 1, 2022, reentry departments may submit a resolution to the FPPA Board of Directors to reduce the additional 4 percent contribution, to reflect the actual cost of reentry by department, to the plan for reentry contributions. Each reentry department is responsible to remit contributions to the plan in accordance with their most recent FPPA Board of Directors approved resolution.

The contribution rate for members and employers of affiliated social security employers is 5.5 percent and 4 percent, respectively, of pensionable earnings for a total contribution rate of 9.5 percent in 2021 and 9.75 percent in 2022. Per the 2014 member election, members of the affiliate social security group had their required contribution rate increase 0.25 percent annually beginning in 2015 through 2022 to a total of 6 percent of pensionable earnings. Employer contributions are 4 percent and 4.25 percent in 2021 and 2022, respectively. Employer contributions will increase 0.25 percent annually beginning in 2022 through 2030 to a total of 6.5 percent of pensionable earnings.

NOTES TO FINANCIAL STATEMENTS
December 31, 2022

NOTE 8: DEFINED BENEFIT PENSION PLANS (Continued)**Statewide Defined Benefit Pension Plan** (Continued)**Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions**

At December 31, 2022, the District reported an asset in the amount of \$624,381 for its proportionate share of the net pension asset. The net pension asset was measured as of December 31, 2021, and the total pension liability used to calculate the net pension asset was determined by an actuarial valuation as of January 1, 2022. Standard update procedures were used to roll forward the total pension liability to December 31, 2022. The District's proportion of the net pension asset was based on the District's contributions to the SWDB Plan for the calendar year 2021 relative to the total contributions of participating employers to the SWDB Plan.

At December 31, 2021 the City's proportion was 0.11521%, which was an increase of 0.01011% from its proportion measured as of December 31, 2020.

For the year ended December 31, 2022 the District recognized a pension income of \$91,710. At December 31, 2022, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Difference between expected and actual experience	\$178,793	\$14,562
Net difference between projected and actual earnings on pension plan investments	N/A	\$417,871
Changes in proportion and differences between contributions recognized and proportionate share of contributions	N/A	\$21,834
Change in assumptions and other inputs	\$83,280	N/A
Contributions subsequent to the measurement date	\$93,093	N/A
Total	\$355,166	\$454,267

\$93,093 reported as deferred outflows of resources related to pensions, resulting from contributions subsequent to the measurement date, will be recognized as a reduction of the net pension liability in the year December 31, 2023. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

NOTES TO FINANCIAL STATEMENTS
December 31, 2022

NOTE 8: DEFINED BENEFIT PENSION PLANS (Continued)**Statewide Defined Benefit Pension Plan** (Continued)**Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions** (Continued)

Year ended December 31	
2022	(\$61,704)
2023	(\$104,927)
2024	(\$61,218)
2025	(\$21,137)
2026	\$50,593
Thereafter	\$6,199

Actuarial assumptions. The actuarial valuations for the SWBP were used to determine the total pension liability and actuarially determined contributions for the fiscal year ending December 31, 2022. The valuations used the following actuarial assumptions and other inputs:

Total Pension Liability:

Actuarial Valuation Date	January 1, 2022
Actuarial Method	Entry Age Normal
Amortization Method	N/A
Amortization Period	N/A
Long-term investment Rate of Return*	7.00 percent
Projected salary increases*	4.25 – 11.25 percent
Cost of Living Adjustments (COLA)	0.00 percent
*Includes Inflation at 2.5%	

Actuarially Determined Contributions:

Actuarial Valuation Date	January 1, 2021
Actuarial Method	Entry Age Normal
Amortization Method	Level % of Payroll, Open
Amortization Period	30 Years
Long-term investment Rate of Return*	7.0 percent
Projected salary increases*	4.25-11.25 percent
Cost of Living Adjustments (COLA)	0.00 percent
*Includes Inflation at 2.5%	

NOTES TO FINANCIAL STATEMENTS
December 31, 2022

NOTE 8: DEFINED BENEFIT PENSION PLANS (Continued)

Statewide Defined Benefit Pension Plan (Continued)

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (Continued)

For determining the total pension liability and actuarially determined contributions, the post-retirement mortality tables for non-disabled retirees uses the 2006 central rates from the RP-2014 Annuitant Mortality Tables projected to 2018 using the MP-2017 projection scales, and the projected prospectively using the ultimate rates of the scale for all years. The preretirement off-duty mortality tables are adjusted to 50% of the RP-2014 mortality tables for active employees. The on-duty mortality rate is 0.00015.

At least every five years the Fire & Police Pension Association's Board of Directors, in accordance with best practices, reviews its economic and demographic actuarial assumptions. At its July 2018 meeting, the Board of Directors reviewed and approved recommended changes to the actuarial assumptions. The recommendations were made by the FPPA's actuaries, Gabriel, Roeder, Smith & Co., based upon their analysis of past experience and expectations of the future. The assumption changes were effective for actuarial valuations beginning January 1, 2019. The actuarial assumptions impact actuarial factors for benefit purposes such as purchases of service credit and other benefits where actuarial factors are used.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighing the expected future real rates of return by the target asset allocation percentage and by adding expected inflation (assumed at 2.5 percent). Best estimates of arithmetic real rates of return for each major asset class included in the Fund's target asset allocation as of December 31, 2021 are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Global Equity	39.00%	8.23%
Equity Long/Short	8.00%	6.87%
Private Markets	26.00%	10.63%
Fixed Income - Rates	10.00%	4.01%
Fixed Income - Credit	5.00%	5.25%
Absolute Return	10.00%	5.60%
Cash	2.00%	2.32%
Total	100.00%	

NOTES TO FINANCIAL STATEMENTS
December 31, 2022

NOTE 8: DEFINED BENEFIT PENSION PLANS (Continued)

Statewide Defined Benefit Pension Plan (Continued)

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (Continued)

The discount rate used to measure the total pension liability was 7.00 percent. The projection of cash flows used to determine the discount rate assumed that contributions from participating employers will be made based on the actuarially determined rates based on the Board's funding policy, which establishes the contractually required rates under Colorado statutes. Based on those assumptions, the SWDB plan fiduciary net position was projected to be available to make all the projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Discount rate. Projected benefit payments are required to be discounted to their actuarial present values using a Single Discount Rate that reflects (1) a long-term expected rate of return on pension plan investments (to the extent that the plan's fiduciary net position is projected to be sufficient to pay benefits) and (2) tax-exempt municipal bond rate based on an index of 20-year general obligation bonds with an average AA credit rating as of the measurement date (to the extent that the plan's projected fiduciary net position is not sufficient to pay benefits).

For the purpose of this valuation, the expected rate of return on pension plan investments is 7.00 percent; the municipal bond rate is 2.00 percent (based on the weekly rate closest to but not later than the measurement date of the "state & local bonds" rate from Federal Reserve statistical release (H.15)); and the resulting Single Discount Rate is 7.00 percent.

Sensitivity of the District's proportionate share of the net pension liability to changes in the discount rate. Regarding the sensitivity of the net pension liability/(asset) to changes in the Single Discount Rate, the following presents the plan's net pension liability/(asset), calculated using a Single Discount Rate of 7.00 percent, as well as what the plan's net pension liability/(asset) would be if it were calculated using a Single Discount Rate that is one percent lower or one percent higher:

	1% Decrease (6.00%)	Current Discount Rate (7.00%)	1% Increase (8.00%)
Proportionate share of the net pension liability (asset)	\$(86,106)	(\$624,450)	(\$1,070,311)

Pension plan fiduciary net position. Detailed information about the SWDB Plan's fiduciary net position is available in FPPA's comprehensive annual financial report which can be obtained at <http://www.fppaco.org>.

NOTES TO FINANCIAL STATEMENTS
December 31, 2022**NOTE 9: OTHER RETIREMENT COMMITMENTS****Deferred Compensation Plan**

An updated Retirement Plan policy was established in 2022 for the deferred compensation plans. The 401a plan requires all full-time employees to contribute 3% and the town contributes 6%.

All full-time employees are eligible to participate in a voluntary 457 Deferred Comp Plan. Full-time employees are eligible to participate in the plan upon hire and are immediately vested. Eligible employees will receive a match into their 401a plan for the first 6% they contribute to the 457 plan. The total maximum amount the Town will contribute to the 401a plan is 12%; 6% based on mandatory 401a participation and up to 6% in matching funds based on the employee's election to the 457b plan. Full-time Library employees will receive 4.2% from the Library regardless of the amount they contribute.

The Town contributed \$136,319, and \$201,817, and \$475,394 to the plans for the years ended December 31, 2020, 2021, and 2022 respectively, equal to the required contributions.

NOTE 10: RISK MANAGEMENT

The Town is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; injuries to employees; and natural disasters. The Town carries commercial insurance to cover these risks. The Town has not had any claims that exceeded insurable amounts for the last three years.

NOTE 11: COMMITMENTS AND CONTINGENCIES**Facility Management Agreement**

In April 2018, the Town entered into a Facility Management Agreement with the YMCA of Boulder Valley. Per the agreement, the YMCA has agreed to manage and operate the Recreation Facility owed by the Town. The YMCA will use Facility Revenues to cover normal and routine operating costs of the Facility and the Town has agreed to provide an operating subsidy in an amount not to exceed \$500,000 annually, to cover any shortfall from operations.

This agreement is effective through December 31, 2031, and unless one party gives written notice to the other, the Agreement shall automatically renew for additional ten-year terms. During the year ended December 31, 2022, the Town paid an operating subsidy in to the YMCA the amount of \$500,000, equal to the amount required per the terms of this agreement.

NOTES TO FINANCIAL STATEMENTS
December 31, 2022**NOTE 11: COMMITMENTS AND CONTINGENCIES** (Continued)**Water Agreement**

The Town entered into a Water Agreement with W.R. Investment LLC (“WRI”), whereby the Town has agreed to a partial infrastructure cost reimbursement to settle a conflict created by a water decree issued to WRI in 2017 related to water usage implemented in prior agreements between the Town and WRI. Per the terms of the cost reimbursement agreement, the Town agreed to pay WRI \$4,600 per building permit issued up to 305 permits. For the year ended December 31, 2021, the Town reimbursed WRI \$450,800 and recorded a liability in the Water Fund in the amount of \$41,400 for the remaining 9 permits yet to be issued. As of January 2022, all permits have been issued and reimbursed.

Tabor Amendment

Colorado voters passed an amendment to the State Constitution, Article X, Section 20, which has several limitations, including revenue raising, spending abilities, and other specific requirements of state and local government. On November 5, 2000, voters within the Town approved the collection, retention and expenditure the full amount of the town taxes, grants and all other revenue collected from all sources including property taxes, received in 2012 and each subsequent year, without regard to any revenue or expenditure limitations including those contained in Article X, Section 20 of the Colorado constitution or any other law.

The Town has established an emergency reserve, representing 3% of qualifying expenditures, as required by the Amendment. At December 31, 2022, the emergency reserve of \$1,378,000 was recorded in the General Fund.

NOTE 12: PRIOR PERIOD ADJUSTMENT

The beginning net position of the Water Fund was increased by \$21,201,375 to properly included water rights that were given to the Town but not previously recorded.

NOTE 13: SUBSEQUENT EVENTS

Potential subsequent events were considered through July 27, 2023. It was determined that no events were required to be disclosed through this date.

REQUIRED SUPPLEMENTARY INFORMATION

TOWN OF JOHNSTOWN, COLORADO

Item #2.

GENERAL FUND
BUDGETARY COMPARISON SCHEDULE
Year Ended December 31, 2022

	2022			VARIANCE Positive (Negative)
	ORIGINAL BUDGET	FINAL BUDGET	ACTUAL	
REVENUES				
Taxes and Fees	\$ 16,413,716	\$ 16,413,716	\$ 27,448,150	\$ 11,034,434
Licenses and Permits	1,150,050	1,150,050	2,582,811	1,432,761
Intergovernmental	112,500	112,500	2,495,231	2,382,731
Charges for Services	-	-	-	-
Fines and Forfeitures	160,500	160,500	243,213	82,713
Interest Income	52,500	52,500	359,913	307,413
Miscellaneous	172,100	172,100	604,617	432,517
TOTAL REVENUES	18,061,366	18,061,366	33,733,935	15,672,569
EXPENDITURES				
General Government	5,134,130	5,134,130	2,534,277	2,599,853
Public Safety	4,515,580	4,515,580	4,115,595	399,985
Public Works	761,200	761,200	2,349,027	(1,587,827)
Culture and Recreation	500,000	525,000	525,000	-
Capital Outlay	357,750	1,866,750	1,977,207	(110,457)
TOTAL EXPENDITURES	11,268,660	12,802,660	11,501,106	1,301,554
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	6,792,706	5,258,706	22,232,829	16,974,123
OTHER FINANCING SOURCES (USES)				
Transfers In	-	-	613,266	613,266
Transfers Out	(42,837,000)	(42,837,000)	(3,072,095)	39,764,905
TOTAL OTHER FINANCING SOURCES (USES)	(42,837,000)	(42,837,000)	(2,458,829)	40,378,171
NET CHANGE IN FUND BALANCE	(36,044,294)	(37,578,294)	19,774,000	57,352,294
FUND BALANCES, Beginning, as Restated	64,808,551	64,808,551	69,953,911	5,145,360
FUND BALANCE, Ending	\$ 28,764,257	\$ 27,230,257	\$ 89,727,911	\$ 62,497,654

See the accompanying independent auditors' report.

STREET AND ALLEY FUND
BUDGETARY COMPARISON SCHEDULE
Year Ended December 31, 2022

	2022			VARIANCE Positive (Negative)
	ORIGINAL BUDGET	FINAL BUDGET	ACTUAL	
REVENUES				
Taxes and Fees	\$ 4,633,950	\$ 4,633,950	\$ 9,438,854	\$ 4,804,904
Intergovernmental	566,667	566,667	777,009	210,342
Charges for Services	-	-	955,348	955,348
Interest Income	2,000	2,000	111,264	109,264
Miscellaneous	-	-	1,235	1,235
TOTAL REVENUES	<u>5,202,617</u>	<u>5,202,617</u>	<u>11,283,710</u>	<u>6,081,093</u>
EXPENDITURES				
Public Works	3,599,400	3,599,400	5,106,102	(1,506,702)
Capital Outlay	2,769,000	5,769,000	3,445,786	2,323,214
TOTAL EXPENDITURES	<u>6,368,400</u>	<u>9,368,400</u>	<u>8,551,888</u>	<u>816,512</u>
NET CHANGE IN FUND BALANCES	<u>(1,165,783)</u>	<u>(4,165,783)</u>	<u>2,731,822</u>	<u>6,897,605</u>
FUND BALANCES, Beginning, as Restated	<u>12,259,155</u>	<u>12,259,155</u>	<u>15,131,805</u>	<u>2,872,650</u>
FUND BALANCES, Ending	<u>\$ 11,093,372</u>	<u>\$ 8,093,372</u>	<u>\$ 17,863,627</u>	<u>\$ 9,770,255</u>

See the accompanying independent auditors' report.

CAPITAL IMPROVEMENT FUND
BUDGETARY COMPARISON SCHEDULE
Year Ended December 31, 2022

	2022		VARIANCE Positive (Negative)
	ORIGINAL AND FINAL BUDGET	ACTUAL	
REVENUES			
Taxes	\$ 240,000	\$ 1,334,609	\$ 1,094,609
Interest Income	4,500	125,291	120,791
TOTAL REVENUES	<u>244,500</u>	<u>1,459,900</u>	<u>1,215,400</u>
EXPENDITURES			
Public Works	11,500	7,800	3,700
Capital Outlay	7,100,000	5,107,537	1,992,463
TOTAL EXPENDITURES	<u>7,111,500</u>	<u>5,115,337</u>	<u>1,996,163</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>(6,867,000)</u>	<u>(3,655,437)</u>	<u>3,211,563</u>
OTHER FINANCING USES			
Transfers Out	(60,000)	-	60,000
NET CHANGE IN FUND BALANCES	(6,927,000)	(3,655,437)	3,271,563
FUND BALANCES, Beginning	<u>13,640,578</u>	<u>14,524,243</u>	<u>883,665</u>
FUND BALANCES, Ending	<u>\$ 6,713,578</u>	<u>\$ 10,868,806</u>	<u>\$ 4,155,228</u>

See the accompanying independent auditors' report.

TOWN OF JOHNSTOWN, COLORADO

SCHEDULE OF THE TOWN'S PROPORTIONATE SHARE
STATEWIDE DEFINED BENEFIT PLAN

Years Ended December 31,

	2013	2014	2015	2016	2017	2018	2019	2020	2021
Town's proportionate share of the Net Pension Liability (Asset)	0.098%	0.095%	0.092%	0.098%	0.092%	0.095%	0.098%	0.105%	0.115%
Town's proportionate share of the Net Pension Liability (Asset)	\$ (87,606)	\$ (107,336)	\$ (1,619)	\$ 35,231	\$ (132,637)	\$ 120,358	\$ (55,237)	\$ (228,187)	\$ (624,381)
Town's covered payroll	\$ 853,314	\$ 868,643	\$ 911,068	\$ 997,981	\$ 1,040,266	\$ 1,277,103	\$ 1,439,700	\$ 1,756,468	\$ 1,756,485
Town's proportionate share of the Net Pension Liability (Asset) as a percentage of its covered payroll	-10.3%	-12.4%	-0.2%	3.5%	-12.8%	9.4%	-3.8%	-13.0%	-35.5%
Plan fiduciary net position as a percentage of the total pension liability	106.8%	105.8%	100.1%	98.2%	106.3%	95.2%	101.9%	106.7%	116.2%

Notes:

This schedule is reported as of December 31, as that is the plan year end.

This schedule will report ten years of data when it is available.

See the accompanying independent auditors' report.

TOWN OF JOHNSTOWN, COLORADO
 SCHEDULE OF THE TOWN'S CONTRIBUTIONS
 STATEWIDE DEFINED BENEFIT PLAN

Years Ended December 31,

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Statutorily required contributions	34,043	\$ 34,216	\$ 36,443	\$ 39,919	\$ 41,450	\$ 51,016	\$ 57,587	\$ 70,259	\$ 78,837	\$ 93,093
Contributions in relation to the Statutorily required contributions	<u>34,043</u>	<u>34,216</u>	<u>36,443</u>	<u>39,919</u>	<u>41,450</u>	<u>51,016</u>	<u>57,587</u>	<u>70,259</u>	<u>78,837</u>	<u>93,093</u>
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Town's covered payroll	\$ 853,314	\$ 868,643	\$ 911,068	\$ 997,981	\$ 1,040,266	\$ 1,277,103	\$ 1,439,700	\$ 1,756,485	\$ 1,873,246	\$ 2,327,325
Contributions as a percentage of covered payroll	3.99%	3.94%	4.00%	4.00%	3.98%	3.99%	4.00%	4.00%	4.21%	4.00%

Notes:

This schedule will report ten years of data when it is available.

See the accompanying independent auditors' report.

COMBINING AND INDIVIDUAL FUND SCHEDULES

TOWN OF JOHNSTOWN, COLORADO

Item #2.

NONMAJOR GOVERNMENTAL FUNDS
 COMBINING BALANCE SHEET
 December 31, 2022

	SPECIAL REVENUE			TOTAL
	LIBRARY FUND	CEMETERY FUND	PARKS AND OPEN SPACE FUND	
ASSETS				
Cash and Investments	\$ 8,525,506	\$ 168,888	\$ 7,993,893	\$ 16,688,287
Restricted Cash and Investments	-	-	132,112	132,112
Accounts Receivable	100,322	-	78,105	178,427
Prepaid Expenses	-	-	973	973
TOTAL ASSETS	\$ 8,625,828	\$ 168,888	\$ 8,205,083	\$ 16,999,799
LIABILITIES AND FUND BALANCE				
LIABILITIES				
Accounts Payable	\$ -	\$ 200	\$ 69,370	\$ 69,570
Accrued Liabilities	85,889	-	11,022	96,911
TOTAL LIABILITIES	85,889	200	80,392	166,481
FUND EQUITY				
Fund Balance				
Restricted for Culture and Recreation	8,539,939	-	-	8,539,939
Restricted for Parks & Recreation	-	-	8,124,691	8,124,691
Restricted for Cemetery Maintenance	-	168,688	-	168,688
TOTAL FUND EQUITY	8,539,939	168,688	8,124,691	16,833,318
TOTAL LIABILITIES AND FUND BALANCES	\$ 8,625,828	\$ 168,888	\$ 8,205,083	\$ 16,999,799

See the accompanying independent auditors' report.

NONMAJOR GOVERNMENTAL FUNDS
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
Year Ended December 31, 2022

	SPECIAL REVENUE			TOTAL
	LIBRARY FUND	CEMETERY FUND	PARKS AND OPEN SPACE FUND	
REVENUES				
Taxes and Fees	\$ 793,779	\$ -	\$ 1,058,775	\$ 1,852,554
Charges for Services	-	-	76,572	76,572
Intergovernmental	486,738	-	608,143	1,094,881
Interest Income	116,540	1,974	39,413	157,927
Miscellaneous	2,368	12,898	1,356	16,622
TOTAL REVENUES	1,399,425	14,872	1,784,259	3,198,556
EXPENDITURES				
General Government	-	-	-	-
Public Works	-	-	-	-
Culture and Recreation	822,037	-	589,589	1,411,626
Capital Outlay	-	-	1,609,950	1,609,950
TOTAL EXPENDITURES	822,037	-	2,199,539	3,021,576
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	577,388	14,872	(415,280)	176,980
OTHER FINANCING SOURCES (USES)				
Transfers In	1,296,829	-	1,162,000	2,458,829
TOTAL OTHER FINANCING SOURCES (USES)	1,296,829	-	1,162,000	2,458,829
NET CHANGE IN FUND BALANCE	1,874,217	14,872	746,720	2,635,809
FUND BALANCE, Beginning, as Restated	6,665,722	153,816	7,377,971	14,197,509
FUND BALANCE, Ending	<u>\$ 8,539,939</u>	<u>\$ 168,688</u>	<u>\$ 8,124,691</u>	<u>\$ 16,833,318</u>

See the accompanying independent auditors' report.

LIBRARY FUND
BUDGETARY COMPARISON SCHEDULE
Year Ended December 31, 2022

	2022		VARIANCE Positive (Negative)
	ORIGINAL AND FINAL BUDGET	ACTUAL	
REVENUES			
Library Facilities Fee	\$ 215,000	\$ 793,779	\$ 578,779
Contributions	3,500	-	(3,500)
Intergovernmental	488,959	486,738	(2,221)
Interest Income	5,000	116,540	111,540
Miscellaneous	7,500	2,368	(5,132)
 TOTAL REVENUES	 <u>719,959</u>	 <u>1,399,425</u>	 <u>679,466</u>
EXPENDITURES			
Culture and Recreation	1,472,000	822,037	649,963
 TOTAL EXPENDITURES	 <u>1,472,000</u>	 <u>822,037</u>	 <u>649,963</u>
 EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	 <u>(752,041)</u>	 <u>577,388</u>	 <u>1,329,429</u>
OTHER FINANCING SOURCES (USES)			
Transfers In	1,140,000	1,296,829	156,829
 TOTAL OTHER FINANCING SOURCES	 <u>1,140,000</u>	 <u>1,296,829</u>	 <u>156,829</u>
 NET CHANGE IN FUND BALANCE	 387,959	 1,874,217	 1,486,258
FUND BALANCE, Beginning	<u>6,880,515</u>	<u>6,665,722</u>	<u>(214,793)</u>
FUND BALANCE, Ending	<u>\$ 7,268,474</u>	<u>\$ 8,539,939</u>	<u>\$ 1,271,465</u>

See the accompanying independent auditors' report.

TOWN OF JOHNSTOWN, COLORADO

Item #2.

CEMETERY FUND
 BUDGETARY COMPARISON SCHEDULE
 Year Ended December 31, 2022

	2022		VARIANCE Positive (Negative)
	ORIGINAL AND FINAL BUDGET	ACTUAL	
REVENUES			
Sale of Lots	\$ 5,000	\$ 12,898	\$ 7,898
Interest Income	60	1,974	1,914
TOTAL REVENUES	5,060	14,872	9,812
EXPENDITURES			
Operations and Maintenance	-	-	-
TOTAL EXPENDITURES	-	-	-
NET CHANGE IN FUND BALANCE	5,060	14,872	9,812
FUND BALANCES, Beginning	160,314	153,816	(6,498)
FUND BALANCES, Ending	\$ 165,374	\$ 168,688	\$ 3,314

See the accompanying independent auditors' report.

PARKS AND OPEN SPACE FUND
BUDGETARY COMPARISON SCHEDULE
Year Ended December 31, 2022

	2022		VARIANCE Positive (Negative)
	ORIGINAL AND FINAL BUDGET	ACTUAL	
REVENUES			
Taxes and Fees	\$ 498,650	\$ 1,058,775	\$ 560,125
Charges for Services	-	76,572	76,572
Contributions	205,000	-	(205,000)
Intergovernmental	-	608,143	608,143
Interest Income	2,000	39,413	37,413
Miscellaneous	17,000	1,356	(15,644)
TOTAL REVENUES	<u>722,650</u>	<u>1,784,259</u>	<u>1,061,609</u>
EXPENDITURES			
Culture and Recreation	2,227,550	589,589	1,637,961
Capital Outlay	1,547,000	1,609,950	(62,950)
TOTAL EXPENDITURES	<u>3,774,550</u>	<u>2,199,539</u>	<u>1,575,011</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>(3,051,900)</u>	<u>(415,280)</u>	<u>2,636,620</u>
OTHER FINANCING SOURCES (USES)			
Transfers In	1,884,650	1,162,000	(722,650)
TOTAL OTHER FINANCING SOURCES	<u>1,884,650</u>	<u>1,162,000</u>	<u>(722,650)</u>
NET CHANGE IN FUND BALANCE	(1,167,250)	746,720	1,913,970
FUND BALANCE, Beginning, as Restated	<u>7,049,432</u>	<u>7,377,971</u>	<u>328,539</u>
FUND BALANCE, Ending	<u>\$ 5,882,182</u>	<u>\$ 8,124,691</u>	<u>\$ 2,242,509</u>

See the accompanying independent auditors' report.

WATER FUND
BUDGETARY COMPARISON SCHEDULE
Year Ended December 31, 2022

	2022		VARIANCE Positive (Negative)	2021 ACTUAL
	ORIGINAL AND FINAL BUDGET	ACTUAL		
REVENUES				
Charges for Services	\$ 5,749,950	\$ 5,857,782	\$ 107,832	\$ 4,900,750
Contributions	-	35,457,230	35,457,230	21,554,392
Intergovernmental	-	-	-	-
Interest Income	6,900	216,577	209,677	15,127
Miscellaneous	125,000	254,371	129,371	217,810
Transfers In	40,000,000	-	(40,000,000)	-
TOTAL REVENUES	45,881,850	41,785,960	(4,095,890)	26,688,079
EXPENDITURES				
Administration	428,650	232,318	196,332	202,862
Operations	4,393,650	3,567,015	826,635	3,518,714
Capital Outlay	20,485,280	52,848,902	(32,363,622)	33,891,336
Depreciation Expense	425,000	518,024	(93,024)	434,789
Transfers Out	-	-	-	20,000
TOTAL EXPENDITURES	25,732,580	57,166,259	(31,433,679)	38,067,701
NET INCOME, Budget Basis	\$ 20,149,270	(15,380,299)	\$ (35,529,569)	(11,379,622)
GAAP BASIS ADJUSTMENTS				
Capital Outlay		52,848,902		33,891,336
NET INCOME, GAAP Basis		37,468,603		22,511,714
NET POSITION, Beginning, as Previously Reported		80,946,634		48,634,920
Prior Period Adjustment		21,201,375		9,800,000
NET POSITION, Beginning, as restated		102,148,009		58,434,920
NET POSITION, Ending		\$ 139,616,612		\$ 80,946,634

See the accompanying independent auditors' report.

TOWN OF JOHNSTOWN, COLORADO

Item #2.

WASTEWATER FUND
 BUDGETARY COMPARISON SCHEDULE
 Year Ended December 31, 2022

	2022		VARIANCE Positive (Negative)	2021 ACTUAL
	ORIGINAL AND FINAL BUDGET	ACTUAL		
REVENUES				
Charges for Services	\$ 2,984,000	\$ 3,015,211	\$ 31,211	\$ 2,683,290
Contributions	3,394,240	4,093,372	699,132	1,202,250
Intergovernmental	902,500	4,387,299	3,484,799	978,500
Interest Income	1,200	966,211	965,011	15,357
Miscellaneous	15,000	315,467	300,467	42,557
TOTAL REVENUES	<u>7,296,940</u>	<u>12,777,560</u>	<u>5,480,620</u>	<u>4,921,954</u>
EXPENDITURES				
Administration	244,050	211,255	32,795	191,452
Operations	1,991,800	1,223,031	768,769	1,612,265
Capital Outlay	49,189,000	38,454,026	10,734,974	11,159,466
Depreciation Expense	245,000	235,093	9,907	229,511
Debt Service	1,953,150	1,953,150	-	1,198,678
Transfers Out	-	-	-	20,000
TOTAL EXPENDITURES	<u>53,623,000</u>	<u>42,076,555</u>	<u>11,546,445</u>	<u>14,411,372</u>
NET INCOME, Budget Basis	<u>\$ (46,326,060)</u>	<u>(29,298,995)</u>	<u>\$ 17,027,065</u>	<u>(9,489,418)</u>
GAAP BASIS ADJUSTMENTS				
Capital Outlay		38,454,026		11,159,466
TOTAL GAAP BASIS ADJUSTMENTS		<u>38,454,026</u>		<u>11,159,466</u>
NET INCOME, GAAP Basis		9,155,031		1,670,048
NET POSITION, Beginning		17,990,802		16,320,754
NET POSITION, Ending		<u>\$ 27,145,833</u>		<u>\$ 17,990,802</u>

See the accompanying independent auditors' report.

DRAINAGE ENTERPRISE FUND
BUDGETARY COMPARISON SCHEDULE
Year Ended December 31, 2022

	2022		VARIANCE Positive (Negative)	2021 ACTUAL
	ORIGINAL AND FINAL BUDGET	ACTUAL		
REVENUES				
Drainage Fees	\$ 585,900	\$ 1,312,706	\$ 726,806	\$ 478,106
Contributions	-	-	-	420,490
Interest Income	1,000	27,805	26,805	2,389
Miscellaneous	-	-	-	3,557
TOTAL REVENUES	<u>586,900</u>	<u>1,340,511</u>	<u>753,611</u>	<u>904,542</u>
EXPENDITURES				
Administration	156,765	137,706	19,059	122,455
Operations	364,100	176,027	188,073	291,655
Capital Outlay	480,000	230,927	249,073	568,268
Depreciation Expense	-	9,557	(9,557)	6,636
Transfers Out	-	-	-	20,000
TOTAL EXPENDITURES	<u>1,000,865</u>	<u>554,217</u>	<u>446,648</u>	<u>1,009,014</u>
NET INCOME, Budget Basis	<u>\$ (413,965)</u>	786,294	<u>\$ 1,200,259</u>	(104,472)
GAAP BASIS ADJUSTMENTS				
Capital Outlay		<u>230,927</u>		<u>568,268</u>
NET INCOME, GAAP Basis		1,017,221		463,796
NET POSITION, Beginning		<u>4,484,455</u>		<u>4,020,659</u>
NET POSITION, Ending		<u>\$ 5,501,676</u>		<u>\$ 4,484,455</u>

See the accompanying independent auditors' report.

STATE COMPLIANCE

LOCAL HIGHWAY FINANCE REPORT	STATE: COLORADO
	YEAR ENDING (mm/yy): 12/22

This Information From The Records Of: Johnstown	Prepared By: Devon McCarty
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I. DISPOSITION OF HIGHWAY-USER REVENUES AVAILABLE FOR LOCAL GOVERNMENT EXPENDITURE

ITEM	A. Local Motor-Fuel Taxes	B. Local Motor-Vehicle Taxes	C. Receipts from State Highway-User Taxes	D. Receipts from Federal Highway Administration
1. Total receipts available				
2. Minus amount used for collection expenses				
3. Minus amount used for nonhighway purposes				
4. Minus amount used for mass transit				
5. Remainder used for highway purposes				

II. RECEIPTS FOR ROAD AND STREET PURPOSES		III. EXPENDITURES FOR ROAD AND STREET PURPOSES	
ITEM	AMOUNT	ITEM	AMOUNT
A. Receipts from local sources:		A. Local highway expenditures:	
1. Local highway-user taxes		1. Capital outlay (from page 2)	\$ 3,269,266.31
a. Motor Fuel (from Item I.A.5.)		2. Maintenance:	\$ 4,398,528.43
b. Motor Vehicle (from Item I.B.5.)		3. Road and street services:	
c. Total (a.+b.)		a. Traffic control operations	
2. General fund appropriations		b. Snow and ice removal	\$ 87,437.68
3. Other local imposts (from page 2)	\$ 9,068,584.43	c. Other	
4. Miscellaneous local receipts (from page 2)	\$ -	d. Total (a. through c.)	\$ 87,437.68
5. Transfers from toll facilities		4. General administration & miscellaneous	\$ 6,196.91
6. Proceeds of sale of bonds and notes:		5. Highway law enforcement and safety	
a. Bonds - Original Issues		6. Total (1 through 5)	\$ 7,761,429.33
b. Bonds - Refunding Issues		B. Debt service on local obligations:	
c. Notes		1. Bonds:	
d. Total (a. + b. + c.)	\$ -	a. Interest	
7. Total (1 through 6)	\$ 9,068,584.43	b. Redemption	
B. Private Contributions		c. Total (a. + b.)	\$ -
C. Receipts from State government		2. Notes:	
(from page 2)	\$ 692,931.61	a. Interest	
D. Receipts from Federal Government		b. Redemption	
(from page 2)	\$ -	c. Total (a. + b.)	\$ -
E. Total receipts (A.7 + B + C + D)	\$ 9,761,516.04	3. Total (1.c + 2.c)	\$ -
		C. Payments to State for highways	
		D. Payments to toll facilities	
		E. Total expenditures (A.6 + B.3 + C + D)	\$ 7,761,429.33

IV. LOCAL HIGHWAY DEBT STATUS

(Show all entries at par)

	Opening Debt	Amount Issued	Redemptions	Closing Debt
A. Bonds (Total)				\$ -
1. Bonds (Refunding Portion)				\$ -
B. Notes (Total)				\$ -

V. LOCAL ROAD AND STREET FUND BALANCE (RECEIPTS AND DISBURSEMENTS ONLY)

	A. Beginning Balance	B. Total Receipts	C. Total Disbursements	D. Ending Balance	E. Reconciliation
	\$ 6,787,709.00	\$ 9,761,516.04	\$ 7,761,429.33	\$ 8,787,795.71	\$ -

Notes and Comments:

LOCAL HIGHWAY FINANCE REPORT

STATE:

COLORADO

YEAR ENDING (mm/yy):

12/22

II. RECEIPTS FOR ROAD AND STREET PURPOSES - DETAIL

ITEM	AMOUNT	ITEM	AMOUNT
A.3. Other local imposts:		A.4. Miscellaneous local receipts:	
a. Property Taxes and Assessments		a. Interest on investments	
b. Other local imposts:		b. Traffic Fines & Penalties	
1. Sales Taxes	\$ 2,109,330.63	c. Parking Garage Fees	
2. Infrastructure & Impact Fees	\$ 3,488,228.61	d. Parking Meter Fees	
3. Liens		e. Sale of Surplus Property	
4. Licenses		f. Charges for Services	
5. Specific Ownership &/or Other	\$ 3,471,025.19	g. Other Misc. Receipts	
6. Total (1. through 5.)	\$ 9,068,584.43	h. Other	
c. Total (a. + b.)	\$ 9,068,584.43	i. Total (a. through h.)	\$ -
<i>(Carry forward to page 1)</i>		<i>(Carry forward to page 1)</i>	

ITEM	AMOUNT	ITEM	AMOUNT
C. Receipts from State Government		D. Receipts from Federal Government	
1. Highway-user taxes (from Item I.C.5.)	\$ 559,855.50	1. FHWA (from Item I.D.5.)	
2. State general funds		2. Other Federal agencies:	
3. Other State funds:		a. Forest Service	
a. State bond proceeds		b. FEMA	
b. Project Match		c. HUD	
c. Motor Vehicle Registrations	\$ 66,410.11	d. Federal Transit Administration	
d. DOLA Grant	\$ 66,666.00	e. U.S. Corps of Engineers	
e. Other		f. Other Federal	
f. Total (a. through e.)	\$ 133,076.11	g. Total (a. through f.)	\$ -
4. Total (1. + 2. + 3.f)	\$ 692,931.61	3. Total (1. + 2.g)	\$ -
<i>(Carry forward to page 1)</i>		<i>(Carry forward to page 1)</i>	

III. EXPENDITURES FOR ROAD AND STREET PURPOSES - DETAIL

	ON NATIONAL HIGHWAY SYSTEM (a)	OFF NATIONAL HIGHWAY SYSTEM (b)	TOTAL (c)
A.1. Capital outlay:			
a. Right-Of-Way Costs			\$ -
b. Engineering Costs			\$ -
c. Construction:			
(1). New Facilities			\$ -
(2). Capacity Improvements			\$ -
(3). System Preservation			\$ -
(4). System Enhancement And Operation		\$ 3,269,266.31	\$ 3,269,266.31
(5). Total Construction (1)+(2)+(3)+(4)	\$ -	\$ 3,269,266.31	\$ 3,269,266.31
d. Total Capital Outlay (Lines 1.a. + 1.b. + 1.c.4)	\$ -	\$ 3,269,266.31	\$ 3,269,266.31

(Carry forward to page 1)

Notes and Comments:



Town of Johnstown

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO
Monday, July 17, 2023 at 7:00 PM

MINUTES

CALL TO ORDER

Mayor Mellon called the meeting to order and led the Pledge of Allegiance.

Pledge of Allegiance

ROLL CALL

Present:

Councilmember Berg
Councilmember Molinar
Councilmember Morris
Councilmember Paranto
Councilmember Young
Mayor Mellon

Absent:

Councilmember Dominguez

AGENDA APPROVAL

Councilmember Morris moved to approve the agenda.

Councilmember Molinar seconded and the motion passed.

SPECIAL PRESENTATIONS

There were no special presentations on the agenda.

PUBLIC COMMENT

A comment from Jim Class was read into the record regarding scooters.

CONSENT AGENDA

Councilmember Morris moved to approve the consent agenda.

Councilmember Molinar seconded and the motion passed.

1. July 7 2023 Meeting Minutes
2. June 2023 Financial Statements
3. July 2023 List of Bills
4. Resolution 2023-29 Amending the Fiscal Year 2022 Budget

TOWN MANAGER REPORT

Matt LeCerf, Town Manager, noted he did not have a report but would be happy to answer any of Council's questions.

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TOWN ATTORNEY REPORT

5. Town Attorney Report

Avi Rocklin, Town Attorney, reviewed the included report of recent State law changes. Council asked for clarification on the law regarding new construction and public restrooms, and use of private social media.

NEW BUSINESS

6. Consider Awarding the Natatorium Restoration Project

Mr. LeCerf recapped that the pool humidification in the YMCA has been fixed. As part of the project the Town issued bids in March, and the low bid received was All Dry Services of Denver. Staff recommends awarding the contract as presented,

Crosby Lee, in Englewood, representing All Dry Services of Denver, addressing Council's concerns of working during business hours vs. after hours. Mr. Lee noted precautions that would be taken towards prevention of mold growth.

Councilmember Berg moved to approve and award a contract to All Dry Services of Denver utilizing the Professional Services Agreement Contract Template included and provide for the Town Manager to have latitude for change orders as necessary to complete the restoration and cleaning.

Councilmember Morris seconded and the motion passed.

COUNCIL REPORTS AND COMMENTS

Councilmember Paranto noted the Larimer County Commissioner's Meeting, including the Regional Transportation Association.

Councilmember Young noted the Historical Society will be hosting an anniversary event of the 2013 flood Sunday, September 10, 2023 at 2:00 PM.

Councilmember Morris spoke to the Pool Committee meetings, noting a survey will be conducted.

MAYOR'S COMMENTS

Mayor Mellon spoke to the Johnstown Ready Mix site and the impacts it may have on Johnstown. Mayor Mellon directed Mr. LeCerf to draft a message regarding transportation to this issue. Mr. LeCerf noted the County Commissioners have tabled that item until September.

The Mayor also encouraged residents to conserve water and be aware of the set watering days.

EXECUTIVE SESSION

7. An executive session to obtain legal advice regarding metropolitan districts pursuant to C.R.S. Section 24-6-402(4)(b).

Councilmember Berg moved to recess to an executive session to obtain legal advice regarding metropolitan districts pursuant to C.R.S. Section 24-6-402(4)(b).

Councilmember Molinar seconded and the motion passed.

Council re-convened at 9:20 pm.

INFORMATIONAL ITEMS

8. Informational Items

Informational items were included in the packet.

ADJOURN

Mayor Mellon adjourned the July 17, 2023 meeting. adjourned at 9:20 PM.

Troy D. Mellon, Mayor

Hannah Hill, Town Clerk



Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: August 7, 2023

SUBJECT: Water & Sewer Service Agreement – Ledge Rock Center Commercial Building 10, 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 multiple land use approvals and permits for the Ledge Rock Center PUD Development, which include approximately 850,000 SF of commercial uses at build out. The presented Water and Sewer Service Agreement provides for the estimated in-building water demand of 2.24 AF for a 20,080 square foot multi-tenant retail building (“Building 10”) on the east side of High Plains Boulevard. Irrigation demand will be addressed in a separate agreement with the metropolitan district.

This proposed Agreement contemplates the use of water dedicated by the Developer for the first several commercial buildings in Ledge Rock Center. The Developer applied credit from a prior dedication of 219 acre-feet of water. This table summarizes the use and on-going balance of that water, to date:

	Demand (AF)	Dedication:	219.00 AF
Single Family (Filing 3)	106.19	Balance:	112.81
Multi Family North Ph 1	34.68		78.13
Commercial Bldg 8 A/B (Murdoch’s)	9.52		25.16
Commercial Bldg 9	2.24		22.92
Commercial Bldg 10	2.24		20.68
Commercial Bldg 8 E (Woods)	9.77		10.19

A separate water and sewer service agreement was entered into between the Developer and the Town in October 2022 that permits the purchase of water for commercial portions of Phase 1 of Ledge Rock Center through a water bank set aside for this economic development purpose – the “Ledge Rock Center Water Bank.” That bank will terminate on December 31, 2025, unless

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extended prior to that date, and any water remaining will be available for Town use. Town Staff anticipates that water bank will be used to satisfy demands for future buildings and user once the developer-dedicated water credit is exhausted.

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 Commercial Building 10, with Ledge Rock Center, LLC.

Reviewed and Approved for Presentation,



Town Manager

WATER AND SEWER SERVICE AGREEMENT
(LEDGE ROCK CENTER COMMERCIAL BUILDING 10 – 4365 LEDGE ROCK DR)

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 located in a portion of the Northwest Quarter of the Northeast Quarter of Section 11, Township 4 North, Range 68 West of the Sixth Principal Meridian, Town of Johnstown, County of Weld, State of Colorado, known by street address as 4365 Ledge Rock Drive, Johnstown, CO 80534 (“Subject Property”); and

WHEREAS, Developer is developing the Subject Property as “Building 10 of the Ledge Rock Center Commercial” development (“Project”); and

WHEREAS, a separate agreement will address irrigation water required for landscaped area of the Project; 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 Project.

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

1. Water and Sewer Demand Studies. In compliance with the Town Water Rights Dedication Ordinance (“Ordinance”), Developer submitted to the Town a preliminary water and sewer demand analysis for the Project dated September 30, 2022. Said analysis is on file with the Town and, as modified by the Town’s Water Engineer by memoranda dated October 12, 2022, is hereby accepted by the Town. The analysis provides that the projected water and sewer demand for the in-building raw water demands of Project is as follows:

Development Building 10	Demand (AF/YR)	Consumption (AF/YR)
In-building	2.24	0.11

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.” 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). 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 the Project in the amount of 2.24 acre-feet.

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

Credit Balance:	22.92 acre-feet
Less estimated demand:	<u>2.24 acre-feet</u>
Net surplus credit:	20.68 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 Project up to 2.24 acre-feet per year of water supply for in-building use, 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 Project at a point in time after water usage has been established to confirm the adequacy of the water demand projections made by the Developer, and to require additional water rights dedication and/or cash-in-lieu payments, if necessary, based on actual water usage.

6. Payment of Water Court Transfer fees. The Water Shares dedicated to the Town consist of 128 acre-feet of water changed by the Division 1 water court to include municipal use and 91 acre-feet that has not been changed. The total water court transfer fees required by the Ordinance for the Water Shares is Ninety-Three Thousand Dollars (\$93,000.00). Upon execution of this Agreement, Developer shall pay to the Town the sum of **Thirteen Hundred and Forty-Four Dollars (\$1,344.00)** as payment for the dedication of 2.24 acre-feet per year of estimated water demand and estimated consumptive use of 0.11 acre-feet per year, equivalent to 4.5 single family equivalent (“SFE”), for the Project.

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 Project’s total demand of 4.5 SFEs, for a total of payment of Four Thousand, Three Hundred Sixty-Five Dollars (\$4,365.00).

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

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
Loveland, CO 80538
avi@rocklinlaw.com

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

TOWN OF JOHNSTOWN, COLORADO,
a Colorado municipality

By: _____
Troy D. Mellon, Mayor

ATTEST:

By: _____
Hannah Hill, Town Clerk

**EXHIBIT
SUBJECT PROPERTY**

Lot 4 of the East Ledge Rock Center Filing No. 2 Subdivision (Rec. 4853717), situate in the NE 1/4 of Section 11, Township 4 North, Range 68 West, of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado



Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: August 7, 2023

SUBJECT: Water & Sewer Service Agreement – Ledge Rock Center Commercial Building 9, 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 multiple land use approvals and permits for the Ledge Rock Center PUD Development, which include approximately 850,000 SF of commercial uses at build out. The presented Water and Sewer Service Agreement provides for the estimated in-building water demand of 2.24 AF for a 20,080 square foot multi-tenant retail building (“Building 9”) on the east side of High Plains Boulevard. Irrigation demand will be addressed in a separate agreement with the metropolitan district.

This proposed Agreement contemplates the use of water dedicated by the Developer for the first several commercial buildings in Ledge Rock Center. The Developer applied credit from a prior dedication of 219 acre-feet of water. This table summarizes the use and on-going balance of that water, to date:

	Demand (AF)	Dedication:	219.00 AF
Single Family (Filing 3)	106.19	Balance:	112.81
Multi Family North Ph 1	34.68		78.13
Commercial Bldg 8 A/B (Murdoch’s)	9.52		25.16
Commercial Bldg 9	2.24		22.92
Commercial Bldg 10	2.24		20.68
Commercial Bldg 8 E (Woods)	9.77		10.19

A separate water and sewer service agreement was entered into between the Developer and the Town in October 2022 that permits the purchase of water for commercial portions of Phase 1 of Ledge Rock Center through a water bank set aside for this economic development purpose – the “Ledge Rock Center Water Bank.” That bank will terminate on December 31, 2025, unless

The Community That Cares

johnstown.colorado.gov

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

extended prior to that date, and any water remaining will be available for Town use. Town Staff anticipates that water bank will be used to satisfy demands for future buildings and user once the developer-dedicated water credit is exhausted.

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 Commercial Building 9, with Ledge Rock Center, LLC.

Reviewed and Approved for Presentation,



Town Manager

WATER AND SEWER SERVICE AGREEMENT
(LEDGE ROCK CENTER RETAIL EAST BUILDING 9 – 4395 LEDGE ROCK DR.)

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 located in a portion of the Northwest Quarter of the Northeast Quarter of Section 11, Township 4 North, Range 68 West of the Sixth Principal Meridian, Town of Johnstown, County of Weld, State of Colorado, known by street address as 4395 Ledge Rock Drive, Johnstown, CO 80534 (“Subject Property”); and

WHEREAS, Developer is developing the Subject Property as “Building 9 of the Ledge Rock Center Commercial” development (“Project”); and

WHEREAS, a separate agreement will address irrigation water required for landscaped area of the Project; 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 Project.

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

1. Water and Sewer Demand Studies. In compliance with the Town Water Rights Dedication Ordinance (“Ordinance”), Developer submitted to the Town a preliminary water and sewer demand analysis for the Project dated September 30, 2022. Said analysis is on file with the Town and, as modified by the Town’s Water Engineer by memoranda dated October 12, 2022, is hereby accepted by the Town. The analysis provides that the projected water and sewer demand for the in-building raw water demands of Project is as follows:

Development Building 9	Demand (AF/YR)	Consumption (AF/YR)
In-building	2.24	0.11

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.” 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). 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 the Project in the amount of 2.24 acre-feet.

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

Credit Balance:	25.16 acre-feet
Less estimated demand:	<u>2.24 acre-feet</u>
Net surplus credit:	22.92 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 Project up to 2.24 acre-feet per year of water supply for in-building use, 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 Project at a point in time after water usage has been established to confirm the adequacy of the water demand projections made by the Developer, and to require additional water rights dedication and/or cash-in-lieu payments, if necessary, based on actual water usage.

6. Payment of Water Court Transfer fees. The Water Shares dedicated to the Town consist of 128 acre-feet of water changed by the Division 1 water court to include municipal use and 91 acre-feet that has not been changed. The total water court transfer fees required by the Ordinance for the Water Shares is Ninety-Three Thousand Dollars (\$93,000.00). Upon execution of this Agreement, Developer shall pay to the Town the sum of **Thirteen Hundred and Forty-Four Dollars (\$1,344.00)** as payment for the dedication of 2.24 acre-feet per year of estimated water demand and estimated consumptive use of 0.11 acre-feet per year, equivalent to 4.5 single family equivalent (“SFE”), for the Project.

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 Project’s total demand of 4.5 SFEs, for a total of payment of Four Thousand, Three Hundred Sixty-Five Dollars (\$4,365.00).

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

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
Loveland, CO 80538
avi@rocklinlaw.com

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

TOWN OF JOHNSTOWN, COLORADO,
a Colorado municipality

By: _____
Troy D. Mellon, Mayor

ATTEST:

By: _____
Hannah Hill, Town Clerk

**EXHIBIT
SUBJECT PROPERTY**

The westerly portion of Lot 3 of the East Ledge Rock Center Filing No. 2 Subdivision (Rec. 4853717), situate in the NE 1/4 of Section 11, Township 4 North, Range 68 West, of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado



Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: August 7, 2023

SUBJECT: Water & Sewer Service Agreement – Ledge Rock Center Commercial Building 8 A/B, 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 multiple land use approvals and permits for the Ledge Rock Center PUD Development, which include approximately 850,000 SF of commercial uses at build out. The presented Water and Sewer Service Agreement provides for the estimated in-building water demand of 9.52 AF for a 85,000 square foot retail building (“Building 8 A/B”) on the east side of High Plains Boulevard. Irrigation demand will be addressed in a separate agreement with the metropolitan district.

This proposed Agreement contemplates the use of water dedicated by the Developer for the first several commercial buildings in Ledge Rock Center. The Developer applied credit from a prior dedication of 219 acre-feet of water. This table summarizes the use and on-going balance of that water, to date:

	Demand (AF)	Dedication:	219.00 AF
Single Family (Filing 3)	106.19	Balance:	112.81
Multi Family North Ph 1	34.68		78.13
Commercial Bldg 8 A/B (Murdoch’s)	9.52		25.16
Commercial Bldg 9	2.24		22.92
Commercial Bldg 10	2.24		20.68
Commercial Bldg 8 E (Woods)	9.77		10.19

A separate water and sewer service agreement was entered into between the Developer and the Town in October 2022 that permits the purchase of water for commercial portions of Phase 1 of Ledge Rock Center through a water bank set aside for this economic development purpose – the “Ledge Rock Center Water Bank.” That bank will terminate on December 31, 2025, unless

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extended prior to that date, and any water remaining will be available for Town use. Town Staff anticipates that water bank will be used to satisfy demands for future buildings and user once the developer-dedicated water credit is exhausted.

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 Commercial Building 8 A/B, with Ledge Rock Center, LLC.

Reviewed and Approved for Presentation,



Town Manager

WATER AND SEWER SERVICE AGREEMENT
(LEDGE ROCK CENTER RETAIL EAST – BUILDING “8A AND 8B” - 4450 LEDGE ROCK DR.)

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 located in a portion of the Northwest Quarter of the Northeast Quarter of Section 11, Township 4 North, Range 68 West of the Sixth Principal Meridian, Town of Johnstown, County of Weld, State of Colorado, known by street address as 4450 Ledge Rock Drive, Johnstown, CO 80534 (“Subject Property”); and

WHEREAS, Developer is developing the Subject Property as “Building 8a and 8b of the Ledge Rock Center Retail East” development (“Project”); and

WHEREAS, a separate agreement will address irrigation water required for landscaped area of the Project; 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 Project.

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

1. Water and Sewer Demand Studies. In compliance with the Town Water Rights Dedication Ordinance (“Ordinance”), Developer submitted to the Town a preliminary water and sewer demand analysis for the Project dated September 30, 2022. Said analysis is on file with the Town and, as modified by the Town’s Water Engineer by memoranda dated October 12, 2022, is hereby accepted by the Town. The analysis provides that the projected water and sewer demand for the in-building raw water demands of Project is as follows:

Development Building 8a and 8b	Demand (AF/YR)	Consumption (AF/YR)
In-building	9.52	0.48

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.” 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). 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 the Project in the amount of 9.52 acre-feet.

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

Credit Balance:	34.68 acre-feet
Less estimated demand:	<u>9.52 acre-feet</u>
Net surplus credit:	25.16 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 Project up to 9.52 acre-feet per year of water supply for in-building use, 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 Project at a point in time after water usage has been established to confirm the adequacy of the water demand projections made by the Developer, and to require additional water rights dedication and/or cash-in-lieu payments, if necessary, based on actual water usage.

6. Payment of Water Court Transfer fees. The Water Shares dedicated to the Town consist of 128 acre-feet of water changed by the Division 1 water court to include municipal use and 91 acre-feet that has not been changed. The total water court transfer fees required by the Ordinance for the Water Shares is Ninety-Three Thousand Dollars (\$93,000.00). Upon execution of this Agreement, Developer shall pay to the Town the sum of **Five Thousand Seven Hundred Dollars (\$5,700.00)** as payment for the dedication of 9.52 acre-feet per year of estimated water demand and estimated consumptive use of 0.48 acre-feet per year, equivalent to 19 single family equivalent (“SFE”), for the Project.

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 Project’s total demand of 19 SFEs, for a total of payment of Eighteen Thousand, Four Hundred Thirty Dollars (\$18,430.00).

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

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
Loveland, CO 80538
avi@rocklinlaw.com

Peter Ampe, Esq.
Hill & Robbins, P.C.
3401 Quebec St., Suite 3400
Denver, CO 80207
peterampe@hillandrobbs.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: Authorized Member

STATE OF KANSAS)
) ss
COUNTY OF Johnson)

SUBSCRIBED AND SWORN to before me this 10 day of July, 2023 by Michel Schlup as the authorized member 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
913-499-1926
Telephone

My Commission Expires:



TOWN OF JOHNSTOWN, COLORADO,
a Colorado municipality

By: _____
Troy D. Mellon, Mayor

ATTEST:

By: _____
Hannah Hill, Town Clerk

**EXHIBIT
SUBJECT PROPERTY**

The westerly portion of Lot 5 of the East Ledge Rock Center Filing No. 2 Subdivision (Rec. 4853717), situate in the NE 1/4 of Section 11, Township 4 North, Range 68 West, of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado



Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: August 7, 2023

SUBJECT: Water & Sewer Service Agreement – Ledge Rock Center Commercial Building 8 E, 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 multiple land use approvals and permits for the Ledge Rock Center PUD Development, which include approximately 850,000 SF of commercial uses at build out. The presented Water and Sewer Service Agreement provides for the estimated water demand of 9.77 AF for an 85,280 square foot retail building (“Building 8 E”) with a small adjacent irrigated landscape area (0.18 ac), located on the east side of High Plains Boulevard. Irrigation demand of the overall commercial site will be addressed in a separate agreement with the metropolitan district.

This proposed Agreement contemplates the use of water dedicated by the Developer for the first several commercial buildings in Ledge Rock Center. The Developer applied credit from a prior dedication of 219 acre-feet of water. This table summarizes the use and on-going balance of that water, to date:

	Demand (AF)	Dedication:	219.00 AF
Single Family (Filing 3)	106.19	Balance:	112.81
Multi Family North Ph 1	34.68		78.13
Commercial Bldg 8 A/B (Murdoch’s)	9.52		25.16
Commercial Bldg 9	2.24		22.92
Commercial Bldg 10	2.24		20.68
Commercial Bldg 8 E (Woods)	9.77		10.19

A separate water and sewer service agreement was entered into between the Developer and the Town in October 2022 that permits the purchase of water for commercial portions of Phase 1 of Ledge Rock Center through a water bank set aside for this economic development purpose – the

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“Ledge Rock Center Water Bank.” That bank will terminate on December 31, 2025, unless extended prior to that date, and any water remaining will be available for Town use. Town Staff anticipates that water bank will be used to satisfy demands for future buildings and user once the developer-dedicated water credit is exhausted.

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 Commercial Building 8 E, with Ledge Rock Center, LLC.

Reviewed and Approved for Presentation,



Town Manager

**WATER AND SEWER SERVICE AGREEMENT
FOR
LEDGE ROCK CENTER RETAIL EAST – BUILDING “8E”
4450 LEDGE ROCK DRIVE**

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 located in a portion of the Northwest Quarter of the Northeast Quarter of Section 11, Township 4 North, Range 68 West of the Sixth Principal Meridian, Town of Johnstown, County of Weld, State of Colorado, known by street address as 4450 Ledge Rock Drive, Johnstown, CO 80534 (“Subject Property”); and

WHEREAS, Developer is developing the Subject Property as “Building 8e of the Ledge Rock Center Retail East” development (“Project”); and

WHEREAS, a separate agreement between the Town and the Ledge Rock Center Commercial Metropolitan District, a quasi-municipal corporation and political subdivision of the state of Colorado, will address the raw water dedication requirement for irrigation of the landscaped areas of the Project; 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 Project.

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

1. Water and Sewer Demand Studies. In compliance with the Town Water Rights Dedication Ordinance (“Ordinance”), Developer submitted to the Town a preliminary water and sewer demand analysis for the Project dated January 4, 2023. Said analysis is on file with the Town and, as modified by the Town’s Water Engineer by memoranda dated January 23, 2023, is hereby accepted by the Town. The analysis provides that the projected water and sewer demand for the in-building raw water demands of Project is as follows:

Development Building 8e	Demand (AF/YR)	Consumption (AF/YR)
In-building	9.55	0.48
Building Adjacent Irrigation	0.22	0.19
TOTAL	9.77	0.67

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.” 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). 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 the Project in the amount of 9.77 acre-feet.

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

Credit Balance:	20.68 acre-feet
Less estimated demand:	<u>9.77 acre-feet</u>
Net surplus credit:	10.91 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 Project up to 9.55 acre-feet per year of water supply for in-building use, 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 Project at a point in time after water usage has been established to confirm the adequacy of the water demand projections made by the Developer, and to require additional water rights dedication and/or cash-in-lieu payments, if necessary, based on actual water usage.

6. Payment of Water Court Transfer fees. The Water Shares dedicated to the Town consist of 128 acre-feet of water changed by the Division 1 water court to include municipal use and 91 acre-feet that has not been changed. The total water court transfer fees required by the Ordinance for the Water Shares is Ninety-Three Thousand Dollars (\$93,000.00). Upon execution of this Agreement, Developer shall pay to the Town the sum of **Five Thousand Eight Hundred Fifty Dollars (\$5,850.00)** as payment for the dedication of 9.77 acre-feet per year of estimated

water demand and estimated consumptive use of 0.67 acre-feet per year, equivalent to 19.5 single family equivalent (“SFE”), for the Project.

7. West Johnstown Water Tank. Within ten (10) days of the execution of this Agreement, 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 Project’s total demand of 19.5 SFEs, for a total of payment of **Eighteen Thousand, Nine Hundred Fifteen Dollars (\$18,915.00).**

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

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
Loveland, CO 80538
avi@rocklinlaw.com

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

TOWN OF JOHNSTOWN, COLORADO,
a Colorado municipality

By: _____
Troy D. Mellon, Mayor

ATTEST:

By: _____
Hannah Hill, Town Clerk

EXHIBIT
SUBJECT PROPERTY

The easternmost portion of Lot 5 of the East Ledge Rock Center Filing No. 2 Subdivision (Rec. 4853717), situate in the NE 1/4 of Section 11, Township 4 North, Range 68 West, of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado. Approx. 85,000 square feet.



Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATION

AGENDA DATE:	August 7, 2023
SUBJECT:	Infrastructure Reimbursement Agreement with Revere at Johnstown Metropolitan District No. 3, for Revere at Johnstown Filing No. 1, concerning a 12-inch Water Line
ATTACHMENTS:	1. Infrastructure Reimbursement Agreement
PRESENTED BY:	Kim Meyer, Director of Planning & Development

ITEM DESCRIPTION:

With development of the Revere at Johnstown Filing No. 1 subdivision, a required 12-inch water main was constructed in High Plains Boulevard. This improvement is required of development adjacent to an arterial street to ensure adequate capacities within the system, and logical and needed utility extensions which may benefit adjacent property owners as they may develop.

This agreement identifies the property immediately the east of High Plains Boulevard as the benefitted property, and the agreement creates the expectation that future development of that parcel would utilize and benefit from this water line improvement and would otherwise have been required to provide that same improvement. Therefore, as that property develops, the Town will identify this reimbursement and endeavor to seek the specified 50% reimbursement for that eligible section of the improvement. Exhibit A of the agreement identifies the improvement, and Exhibit C provides an Engineer Certified Cost Estimate (Jan 16, 2023) of \$377,253.92. A 50% participation would equate to \$188,626.96, for which the Town will facilitate reimbursement to the District through our development process with that future development.

The Town has issued a Notice of Construction Acceptance for this Subdivision and the public improvements constructed, which now makes this improvement eligible for a reimbursement agreement.

The agreement is with the appropriate metropolitan district which financed the improvements for the Subdivision and is based upon an agreement template that the Town has used previously for similar purposes. The agreement is valid for a period of ten (10) years from the date of Construction

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Acceptance of the improvement, which was issued on May 16, 2023. This improvement may accrue interest at the May 16, 2023, 10-year Treasury rate of 3.54% for the first 10 years only. Extension of this agreement beyond the initial ten-year period must be requested prior to expiration of the agreement, and no further interest may accrue.

LEGAL ADVICE:

Town Attorney drafted and has reviewed this agreement.

FINANCIAL ADVICE:

N/A

RECOMMENDED ACTION:

Approve the Infrastructure Reimbursement Agreement with Revere at Johnstown Metropolitan District No. 3, for Revere at Johnstown Filing No. 1, concerning a 12-inch Water Line.

Reviewed and Approved for Presentation,



Town Manager

**INFRASTRUCTURE REIMBURSEMENT AGREEMENT
BETWEEN THE TOWN OF JOHNSTOWN AND
REVERE AT JOHNSTOWN METROPOLITAN DISTRICT NO. 3**

(REVERE AT JOHNSTOWN FILING NO. 1)

This INFRASTRUCTURE REIMBURSEMENT AGREEMENT (this “**Agreement**”) is entered into on _____, 2023 (the “**Effective Date**”), by and between the Town of Johnstown, Colorado, a Colorado home rule municipal corporation (the “**Town**”), and Revere at Johnstown Metropolitan District No. 3, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”).

RECITALS

WHEREAS, on or about May 6, 2021, the Town and Forestar (USA) Real Estate Group, Inc., a Delaware corporation (the “**Developer**”), entered into that certain Subdivision Development and Improvement Agreement related to the development of a subdivision known as Revere at Johnstown, Filing No. 1, recorded in the office of the Weld County Clerk and Recorder at Reception No. 4738026 (“**Development Agreement**”); and

WHEREAS, pursuant to the Development Agreement, the Developer agreed to construct a 12” Potable Waterline (“**Offsite Public Improvement**”), as described and depicted on Exhibit A attached hereto and incorporated herein by reference, that will benefit offsite properties as well as the property within the District; and

WHEREAS, pursuant to the Amended and Restated Service Plan for High Plains Metropolitan District No. 2 and Consolidated Service Plan for Revere at Johnstown Metropolitan District Nos. 2-9 (the “**Service Plan**”) and §§ 32-1-101, et seq., C.R.S. (the “**Special District Act**”), the costs associated with the Offsite Public Improvement are costs that may be financed by the District and the District intends to finance such costs; and

WHEREAS, the District and the Developer entered into that certain Public Improvements Acquisition and Reimbursement Agreement dated February 22, 2023 (the “**Acquisition and Reimbursement Agreement**”), which sets forth the requirements and procedure for the certification of District Eligible Costs, as defined therein, incurred by the Developer and reimbursement of Certified District Eligible Costs, as defined therein, by the District; and

WHEREAS, the Town and the District agree that, prior to connection to the Offsite Public Improvement and upon the conditions set forth in this Agreement, the Town will endeavor to require benefited offsite property owners to reimburse the District for such owner’s proportionate cost of the Offsite Public Improvement; and

WHEREAS, to effectuate the foregoing, the Town and the District desire to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises cited above and the mutual covenants and promises contained herein, the sufficiency of which is acknowledged, the Town and the District agree as follows:

1. Recitals. The Recitals are incorporated as if fully set forth herein.
2. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:
 - a. Benefited Properties shall mean the offsite real properties that will benefit from the Offsite Public Improvement, which properties are shown on Exhibit B attached hereto and incorporated herein by reference.
 - b. Benefited Property Owners shall mean the owners of the Benefited Properties.
 - c. Certified Cost of Offsite Public Improvement shall mean the cost of the construction of the Offsite Public Improvement, certified by an engineer licensed in Colorado, verifying that, in such engineer's professional opinion, the costs were reasonable and necessary.
 - d. Offsite Public Improvement shall mean the Offsite Public Improvement described and depicted on Exhibit A.
 - e. Reimbursement shall mean the amounts to be paid by the Benefited Property Owners to the District, as set forth and described herein and on Exhibit B.
3. Certified Cost of Offsite Public Improvement. On behalf of the District, the Developer has submitted, and the Town hereby accepts, the Certified Cost of Offsite Public Improvement, as set forth on Exhibit C attached hereto and incorporated herein by reference.
4. Proportionate Share of Cost. The cost of the Offsite Public Improvement shall be proportionally allocated among the Benefitted Properties as set forth on Exhibit B ("**Cost Allocation**").
5. Reimbursement Requirement. The Town hereby agrees to require that, prior to a Benefited Property connecting to the Offsite Public Improvement, the Benefitted Property Owner reimburse the District for the proportionate share of the Certified Cost of Public Improvements as set forth on the Cost Allocation. Each Benefited Property Owner shall be required to provide written proof to the Town that the Reimbursement was paid to the District, or to the District's successor or assignee, prior to the Town's issuance of a building permit. Notwithstanding the foregoing, if a Benefited Property Owner, or their predecessor, participated in the cost of the construction of the Offsite Public Improvement, such Benefited Property Owner shall only be responsible for the deficiency, if any, between what was paid and what is owed under the Cost Allocation.

6. Term. The term of this Agreement shall be from the Effective Date to May 16, 2033, ten (10) years from the completion of the construction of the Offsite Public Improvement. The initial ten-year period may be extended in five-year increments upon written request of the District, made at least sixty (60) days prior to the expiration of the initial ten-year period or any five-year renewal period, and written approval of Town Council.

7. Interest. Interest shall accrue during the initial ten-year period only and shall thereafter cease to accrue. Interest shall be equal to the interest payable on the ten-year U.S. treasury bills at the time of the completion of the Offsite Public Improvement, being May 16, 2023, and shall be in the amount of 3.54% per annum.

8. District Use of Reimbursement. The District shall apply all Reimbursement received to either (1) the payment of Certified District Eligible Costs that have been accepted by the District pursuant to the Acquisition and Reimbursement Agreement or (2) the payment of debt issued by the District to finance the construction of public improvements.

9. Town Limited Liability. The Town shall exercise good faith efforts to administer the terms of this Agreement but shall have no liability hereunder for a Benefited Property Owners' failure to pay the Reimbursement. The Town's duties and liabilities in connection with the administration of this Agreement are limited as follows:

a. The Town shall exercise reasonable care to ensure that Benefited Property Owners reimburse the District for the Certified Cost of the Offsite Public Improvement. The Town shall not be responsible or liable for any amounts not actually paid.

b. The Town shall not be deemed to be acting as an agent or fiduciary of the District or of the Benefited Property Owners. The District shall have the exclusive responsibility for monitoring and enforcing the provisions of this Agreement.

c. In the event a Benefited Property Owner fails to pay the Reimbursement, the District shall have the right to bring a claim against the Benefited Property Owner. The Town shall not be named as a defendant in such action nor shall the Town be obligated to commence such action. In no event shall the District have a claim against the Town.

10. Assignment. The District may not assign its rights or duties under this Agreement without receiving the prior written consent of the Town, except that the District may assign its rights or duties under this Agreement to any of the Revere at Johnstown Metropolitan District Nos. 1, 2, 4-9 without such prior written consent of the Town.

11. Third Party Beneficiaries. This Agreement shall inure to the benefit of and be binding upon the parties and their assigns and successors; except that nothing in this paragraph shall be construed to permit an assignment except as stated herein. This Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a party hereto.

12. Notices. All notices, consents or other instruments provided for under this Agreement shall be deemed properly given when: (1) hand-delivered; 2) sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set

forth; or (3) sent by electronic mail return receipt requested and received. Either party, by notice to be given, may change the address to which future notices shall be sent.

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

To the District: Revere at Johnstown MD No. 3
c/o White Bear Ankele Tanaka & Waldron
2154 East Commons Avenue, Suite 2000
Centennial, CO 80122
Attention: Blair M. Dickhoner, Esq.
Email: bdickhoner@wbapc.com

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

14. Dispute Resolution. In the event of default by either party hereunder, the non-defaulting party shall notify the defaulting party in writing of such default(s), specifying the nature and extent thereof. If such default is not cured within thirty (30) days and the non-defaulting party desires to seek recourse, the parties shall participate in mediation, the costs of which shall be shared equally by the parties. If mediation is not successful after ninety (90) days, either party may then commence an action and be entitled to such remedies as are provided by law.

15. Recordation of Agreement. Upon execution by the parties, this Agreement shall be recorded in the office of the Weld County Clerk and Recorder at the District's expense.

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

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

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

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

[Signature Page Follows.]

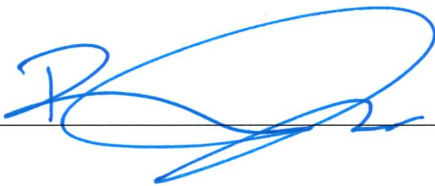
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first written above. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

DISTRICT:

**REVERE AT JOHNSTOWN
METROPOLITAN DISTRICT NO. 3**, a quasi-municipal corporation and political subdivision of the State of Colorado

By:  _____
Officer of the District

Attest:

By:  _____

**TOWN
TOWN OF JOHNSTOWN, COLORADO**, a municipality

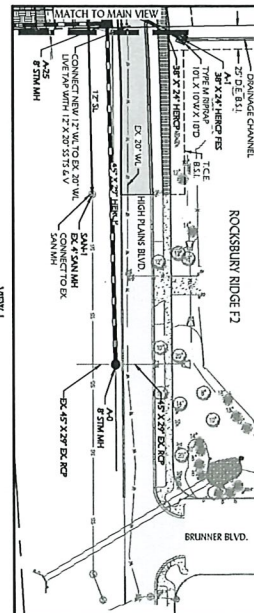
Troy D. Mellon, Mayor

Attest:

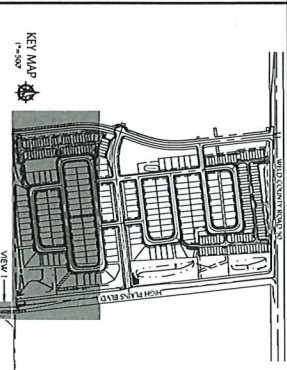
By: _____
Hannah Hill, Town Clerk

EXHIBIT A
[Offsite Public Improvement]

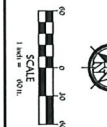
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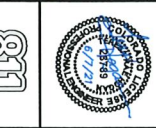
- MASTER UTILITY NOTES:
1. AREA OUTSIDE OF LIMITS OF CONSTRUCTION FROM LOTS 1-50 SHALL BE PLANNED TO BE PUBLIC UTILITIES OTHERWISE NOTED ON 100% PLAN FROM EVENT
 2. REFER TO LAYOUTS AND RECORDATION FOR SANITARY AND STORM DESIGN INFORMATION TO OBTAIN A ROP FROM COLLECTION SYSTEM TO OVERLIE THE MAIN STORM EVENT
 3. REFER TO LAYOUTS AND RECORDATION FOR SANITARY AND STORM DESIGN INFORMATION TO OBTAIN A ROP FROM COLLECTION SYSTEM TO OVERLIE THE MAIN STORM EVENT
 4. REFER TO LAYOUTS AND RECORDATION FOR SANITARY AND STORM DESIGN INFORMATION TO OBTAIN A ROP FROM COLLECTION SYSTEM TO OVERLIE THE MAIN STORM EVENT
 5. REFER TO LAYOUTS AND RECORDATION FOR SANITARY AND STORM DESIGN INFORMATION TO OBTAIN A ROP FROM COLLECTION SYSTEM TO OVERLIE THE MAIN STORM EVENT



PROJECT BENCHMARKS:
 1. 15" STORM RINLET
 2. 30" EX. 20" V.L.
 3. 15" STORM RINLET
 4. 30" EX. 20" V.L.
 5. 15" STORM RINLET
 6. 30" EX. 20" V.L.
 7. 15" STORM RINLET
 8. 30" EX. 20" V.L.
 9. 15" STORM RINLET
 10. 30" EX. 20" V.L.
 11. 15" STORM RINLET
 12. 30" EX. 20" V.L.
 13. 15" STORM RINLET
 14. 30" EX. 20" V.L.
 15. 15" STORM RINLET
 16. 30" EX. 20" V.L.
 17. 15" STORM RINLET
 18. 30" EX. 20" V.L.
 19. 15" STORM RINLET
 20. 30" EX. 20" V.L.
 21. 15" STORM RINLET
 22. 30" EX. 20" V.L.
 23. 15" STORM RINLET
 24. 30" EX. 20" V.L.
 25. 15" STORM RINLET
 26. 30" EX. 20" V.L.
 27. 15" STORM RINLET
 28. 30" EX. 20" V.L.
 29. 15" STORM RINLET
 30. 30" EX. 20" V.L.
 31. 15" STORM RINLET
 32. 30" EX. 20" V.L.
 33. 15" STORM RINLET
 34. 30" EX. 20" V.L.
 35. 15" STORM RINLET
 36. 30" EX. 20" V.L.
 37. 15" STORM RINLET
 38. 30" EX. 20" V.L.
 39. 15" STORM RINLET
 40. 30" EX. 20" V.L.
 41. 15" STORM RINLET
 42. 30" EX. 20" V.L.
 43. 15" STORM RINLET
 44. 30" EX. 20" V.L.
 45. 15" STORM RINLET
 46. 30" EX. 20" V.L.
 47. 15" STORM RINLET
 48. 30" EX. 20" V.L.
 49. 15" STORM RINLET
 50. 30" EX. 20" V.L.



81
 Karam Water Builders
 Call Before You Dig



Proj Name: Revere at Johnstown Filing No. 1
 Location: Town of Johnstown, Colorado
 Plan Set: Construction Documents
 Sheet Name: Master Utility Plan
 HPE INVESTORS, LLC
 20 HAVASOBI

No.	Rev. Date	Revision Type
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Designed By: ROC
 Prepared By: JAV
 Approved By: TRH

Date: June 7, 2021
 Metric Scale: 1" = 60'
 Vert. Scale: N/A

Sheet: 8 of 139
 Job No.: 1000-03



EXHIBIT B**[Benefited Properties and Cost Allocation]**

1) Approximately 72-acre parcel, currently identified as Weld County Parcel #106102100031, that maintains frontage along the east side of High Plains Boulevard from Veterans Parkway (WCR 50) for approximately 2300 linear feet; current Owners listed as High Plains Estates JV, LLC, being proposed for development in the Town under the name "High Plains Estates PUD" – 50% allocation.

EXHIBIT C

[Certified Cost of Offsite Public Improvement]



1626 Cole Blvd, Suite 125
Lakewood, CO 80401

January 16, 2023

Revere at Johnstown
Attention: Bryan Reid
Forestar (USA) Real Estate Group, Inc.
188 Inverness Drive West, Suite 420
Englewood, CO 80112

HIGH PLAINS BOULEVARD WATERLINE COST VALUATION

Independent District Engineering Services ("IDES") was engaged by Forestar (USA) Real Estate Group, Inc. ("Forestar") to independently verify the expenditures associated with the 12" waterline under High Plains Blvd and determine the improvements value. IDES used the plan set designed by Innovative Land Consultants, the Pay Application from Hall-Irwin Corporation, and cost data from similar projects in the northern Colorado area to determine the fair market value for the infrastructure.

Using the plan set by Innovative Land Consultants, Inc. dated June 7, 2021 (Exhibit A) to determine quantities and costs from Hall-Irwin Corporation (Exhibit B), IDES was able to determine the expenditures Forestar paid for the 12" waterline under High Plains Blvd. This can be seen in the table below:

High Plains Blvd - 12" Waterline				
Improvement	Quantity	Unit	Unit Price	Extension
12" x 20" Wet Tap	2	EA	\$ 9,326.52	\$ 18,653.04
12" PVC Waterline	2,350	LF	\$ 76.62	\$ 180,057.00
12" Gate Valve	21	EA	\$ 4,783.66	\$ 100,456.86
12" Bends	5	EA	\$ 921.09	\$ 4,605.45
12" Tee	3	EA	\$ 1,375.40	\$ 4,126.20
12" Caps	2	EA	\$ 493.17	\$ 986.34
12" Reducer	2	EA	\$ 656.34	\$ 1,312.68
12" Waterline Lowering	5	EA	\$ 1,983.12	\$ 9,915.60
12" Fire Hydrant	5	EA	\$ 11,428.15	\$ 57,140.75
Total				\$ 377,253.92

IDES then compared the unit prices to similar projects in Johnstown, Windsor, and Fort Collins to confirm the prices were considered reasonable. After careful review of the costs, it is IDES's opinion that the costs for the improvements included above are reasonable and comparable to similar projects in Northern Colorado.

If you have any questions, please contact me.

Thanks,
Independent District Engineering Services, LLC

Barrett Marrocco

FORESTAR GROUP INC.
 REVERE AT JOHNSTOWN
 FILING 1

Contractor: HALL-IRWIN
 5586 WEST 19TH STREET, STE 2000
 GREELEY, CO 80634

Pay Application # 16
 Period from 10/1/22
 to 10/31/22

	<u>Yes/No</u>
Insurance Certificates Current	_____
Release of Lien Attached	_____
Completed Pay Items Attached	_____

CONTRACTOR'S APPLICATION FOR PAYMENT

1. Original Contract Amount:	\$11,890,989.09
2. Net change by Change Orders:	\$3,102,427.15
3. Current Contract Amount:	\$14,993,416.24
4. Total Completed and Stored to Date:	\$14,941,634.24
5. Total Retainage withheld to date:	\$747,081.71
6. Total Earned Less Retainage:	\$14,194,552.52
7. Less Previous Applicants for Payments:	\$14,860,887.48
8. Current Payment Request:	\$76,709.41
9. Balance to Finish, Including Retainage:	\$55,819.34

Current Payment Requested:	\$80,746.75
Less Current Retainage): 5%	\$4,037.34
Current Payment Due:	\$76,709.41

CERTIFICATION OF CONTRACTOR

According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this Request for Payment are correct; that all work has been performed and material supplied in full accordance with the terms and conditions of the Contract. I further certify that payments, less applicable retention, have been made through the period covered by previous payment received from the Owner to all subcontractors and for all materials and labor used in or in connection with the performance of this Contract. I also certify I have complied with Federal, State, and local tax laws, including Social Security Laws and Unemployment Compensation Laws and Workers' Compensation Laws and Mechanics Lien Laws insofar as applicable to the performance of this Contract.

Contractor:  _____

Date: 11/2/22

FORESTAR GROUP INC.
REVERE AT JOHNSTOWN
FILING 1
APPLICATION FOR PAYMENT

Contractor: **HALL/LOWIN**
5388 WEST 19TH STREET, STE 2000
GREELEY, CO 80634

Original Contract \$1,890,989.09
 \$11,670,272.29
 \$20,716.80
 \$11,890,989.09

No. of Periods: **16**
 10/01/22
 10/01/22

Community Code	Job	Type	Cost Code	Description	Unit	Unit Cost	Schedule of Values	Contract Qty	Contract Extension	Work Completed	Previous Applications	This Period	Total Completed to Date	% Complete
							Contract Qty	Contract Extension	Contract Extension	Contract Qty	Contract Extension	Contract Qty	Contract Extension	
General	24039101	1520	2105	Mobilization/Pre-rolling Misc.	LS	\$16,695.06	1	\$6,420.23	16,695.06	6,420.23	5	154,280.25	100.00%	
Off-Site	24039101	1520	24110	Traffic Control	LS	\$66,420.23	1	\$6,420.23	66,420.23	6,420.23	5	66,420.23	100.00%	
Sanitary Sewer	24039101	1520	2105	12" SDR 35	LF	\$47.75	3,231	154,280.25	154,280.25	154,280.25	5	154,280.25	100.00%	
	24039101	1520	2105	8" SDR 35	EA	\$39.66	36	1,438.56	1,438.56	1,438.56	5	1,438.56	100.00%	
	24039101	1520	2105	4" manhole	EA	\$4,698.16	7	32,817.12	32,817.12	32,817.12	5	32,817.12	100.00%	
	24039101	1520	2105	6" MH	EA	\$7,671.54	5	38,357.70	38,357.70	38,357.70	5	38,357.70	100.00%	
	24039101	1520	2105	Teaming	EA	\$1,589.69	10	15,896.90	15,896.90	15,896.90	5	15,896.90	100.00%	
	24039101	1520	2105	Teaming to existing Sewer Main	EA	\$1,589.69	10	15,896.90	15,896.90	15,896.90	5	15,896.90	100.00%	
	24039101	1520	2105	24" Steel Casing	EA	\$973.28	46	44,697.60	44,697.60	44,697.60	5	44,697.60	100.00%	
Water	24039101	1520	23005	Connect to existing stub	EA	\$1,556.66	2	3,113.32	3,113.32	3,113.32	5	3,113.32	100.00%	
	24039101	1520	23005	20" Cdn-MI Gate Valve	EA	\$30,157.66	3	90,472.98	90,472.98	90,472.98	5	90,472.98	100.00%	
	24039101	1520	23005	20" Vlk Tap	EA	\$9,326.52	2	18,653.04	18,653.04	18,653.04	5	18,653.04	100.00%	
	24039101	1520	23005	20" Sneeze	EA	\$10,111.82	2	20,223.64	20,223.64	20,223.64	5	20,223.64	100.00%	
	24039101	1520	23005	12" Gate Valve	EA	\$4,783.86	6,579	504,092.98	504,092.98	504,092.98	5	504,092.98	100.00%	
	24039101	1520	23005	12" Gate Valve	EA	\$4,783.86	41	196,130.06	196,130.06	196,130.06	5	196,130.06	100.00%	
	24039101	1520	23005	12" Bands	EA	\$927.09	12	11,053.08	11,053.08	11,053.08	5	11,053.08	100.00%	
	24039101	1520	23005	12" Trees	EA	\$4,126.20	4	16,504.80	16,504.80	16,504.80	5	16,504.80	100.00%	
	24039101	1520	23005	12" Caps	EA	\$3,342.85	4	13,371.44	13,371.44	13,371.44	5	13,371.44	100.00%	
	24039101	1520	23005	12" Water Lowering	EA	\$5,953.17	2	11,906.34	11,906.34	11,906.34	5	11,906.34	100.00%	
	24039101	1520	23005	24" Steel Casing	EA	\$1,983.12	10	19,831.20	19,831.20	19,831.20	5	19,831.20	100.00%	
	24039101	1520	23005	8" Gate Valve	EA	\$830.00	44	36,520.00	36,520.00	36,520.00	5	36,520.00	100.00%	
	24039101	1520	23005	XFS Installation	EA	\$2,753.84	2	5,507.68	5,507.68	5,507.68	5	5,507.68	100.00%	
	24039101	1520	23005	12" Fire Hydrant	EA	\$11,428.15	70	5,370.40	5,370.40	5,370.40	5	5,370.40	100.00%	
	24039101	1520	23005	Teaming	EA	\$1,626.95	10	16,269.50	16,269.50	16,269.50	5	16,269.50	100.00%	
Concrete	24039101	1520	24020	Mobilization	LF	\$18.38	4,188	76,975.44	76,975.44	76,975.44	5	76,975.44	100.00%	
	24039101	1520	24020	30" Vertical C&G	LF	\$171.16	4,701	801.84	801.84	801.84	5	801.84	100.00%	
	24039101	1520	24020	Medium C&G	LF	\$22.27	4,237	9,617.99	9,617.99	9,617.99	5	9,617.99	100.00%	
	24039101	1520	24020	Bedroll C&G	LF	\$32.10	20	642.00	642.00	642.00	5	642.00	100.00%	
	24039101	1520	24020	5' Attached Walk	LF	\$54.24	3,666	200,471.04	200,471.04	200,471.04	5	200,471.04	100.00%	
	24039101	1520	24020	10' Detached Walk	LF	\$22.27	3,666	8,223.20	8,223.20	8,223.20	5	8,223.20	100.00%	
	24039101	1520	24020	ADA Ramps	EA	\$1,175.26	869	9,668.75	9,668.75	9,668.75	5	9,668.75	100.00%	
	24039101	1520	24020	Crossings	EA	\$38.75	65	2,518.75	2,518.75	2,518.75	5	2,518.75	100.00%	
	24039101	1520	24020	Concrete Drainage	EA	\$23.39	3,642	8,704.38	8,704.38	8,704.38	5	8,704.38	100.00%	
	24039101	1520	24020	Subgrade Prep	EA	\$23.39	4,237	2,330.35	2,330.35	2,330.35	5	2,330.35	100.00%	
	24039101	1520	24020	Finishing C&G	EA	\$71.16	4,701	340,194	340,194	340,194	5	340,194	100.00%	
Asphalt	24039101	1520	24050	Mobilization	EA	\$3,874.51	1	3,874.51	3,874.51	3,874.51	5	3,874.51	100.00%	
	24039101	1520	24050	7.5" Asphalt	EA	\$31.84	18,124	577,068.16	577,068.16	577,068.16	5	577,068.16	100.00%	
	24039101	1520	24050	10" Rebase	EA	\$11.12	18,124	201,538.88	201,538.88	201,538.88	5	201,538.88	100.00%	
	24039101	1520	24050	Subgrade Prep - 12" Sealry and Recompact	EA	\$2.03	18,124	36,791.72	36,791.72	36,791.72	5	36,791.72	100.00%	
	24039101	1520	24050	Flaregrade	EA	\$1.96	18,124	30,065.84	30,065.84	30,065.84	5	30,065.84	100.00%	
Street Signs	24039101	1520	24050	Turn Lane Signs	EA	\$394.43	9	2,454.44	2,454.44	2,454.44	5	2,454.44	100.00%	
	24039101	1520	24050	Type 3 Barbed	EA	\$1,748.61	3	3,748.61	3,748.61	3,748.61	5	3,748.61	100.00%	
	24039101	1520	24050	Blank Marking	EA	\$509.22	11	5,601.42	5,601.42	5,601.42	5	5,601.42	100.00%	
	24039101	1520	24050	4" Double Yellow	EA	\$415.13	5	2,075.65	2,075.65	2,075.65	5	2,075.65	100.00%	
	24039101	1520	24050	4" Evox	EA	\$0.83	3,700	3,071.00	3,071.00	3,071.00	5	3,071.00	100.00%	
	24039101	1520	24050	8" Solid White Epoxy	EA	\$0.89	4,600	3,818.00	3,818.00	3,818.00	5	3,818.00	100.00%	
	24039101	1520	24050	Teaming	EA	\$2,100	2,100	1,859.00	1,859.00	1,859.00	5	1,859.00	100.00%	
On-Site Power	24039401	1520	21000	Mobilization	LS	\$21,918.68	1	21,918.68	21,918.68	21,918.68	5	21,918.68	100.00%	
	24039401	1520	21000	Permitting	LS	\$5,844.98	1	5,844.98	5,844.98	5,844.98	5	5,844.98	100.00%	
	24039401	1520	21000	12" SDR 35	LF	\$47.75	605	24,113.75	24,113.75	24,113.75	5	24,113.75	100.00%	
	24039401	1520	21000	8" SDR 35	LF	\$39.96	4,522	181,098.72	181,098.72	181,098.72	5	181,098.72	100.00%	
	24039401	1520	21000	4" manhole	EA	\$4,698.16	36	164,085.60	164,085.60	164,085.60	5	164,085.60	100.00%	
	24039401	1520	21000	8" Outside Drop MH	EA	\$1,235.40	142	175,866.58	175,866.58	175,866.58	5	175,866.58	100.00%	
	24039401	1520	21000	Teaming	EA	\$1,826.56	10	18,265.60	18,265.60	18,265.60	5	18,265.60	100.00%	
Storm Sewer	24039401	1520	22000	45" HERCP	LF	\$225.48	769	173,944.32	173,944.32	173,944.32	5	173,944.32	100.00%	
	24039401	1520	22000	38" HERCP	LF	\$164.39	312	51,289.68	51,289.68	51,289.68	5	51,289.68	100.00%	
	24039401	1520	22000	30" HERCP	LF	\$147.34	24	3,536.16	3,536.16	3,536.16	5	3,536.16	100.00%	
	24039401	1520	22000	30" RCP	LF	\$91.23	694	63,233.60	63,233.60	63,233.60	5	63,233.60	100.00%	
	24039401	1520	22000	24" RCP	LF	\$107.43	1,489	159,656.84	159,656.84	159,656.84	5	159,656.84	100.00%	
	24039401	1520	22000	18" RCP	LF	\$75.58	794	59,254.72	59,254.72	59,254.72	5	59,254.72	100.00%	
	24039401	1520	22000	57" Type R Inlet	EA	\$5,206.90	1	5,206.90	5,206.90	5,206.90	5	5,206.90	100.00%	
	24039401	1520	22000	10" Type R Inlet	EA	\$8,389.98	1	8,389.98	8,389.98	8,389.98	5	8,389.98	100.00%	
	24039401	1520	22000	15" Type R Inlet	EA	\$13,406.04	1	13,406.04	13,406.04	13,406.04	5	13,406.04	100.00%	
	24039401	1520	22000	Type D Inlet	EA	\$15,464.84	1	15,464.84	15,464.84	15,464.84	5	15,464.84	100.00%	
	24039401	1520	22000	4" MH	EA	\$4,598.63	5	22,972.70	22,972.70	22,972.70	5	22,972.70	100.00%	
	24039401	1520	22000	5" MH	EA	\$5,814.54	5	29,072.70	29,072.70	29,072.70	5	29,072.70	100.00%	
	24039401	1520	22000	6" MH	EA	\$7,002.24	2	14,004.48	14,004.48	14,004.48	5	14,004.48	100.00%	
	24039401	1520	22000	8" MH	EA	\$11,448.24	2	22,896.48	22,896.48	22,896.48	5	22,896.48	100.00%	
	24039401	1520	22000	8" ADS Tee	EA	\$108.38	191	20,690.22	20,690.22	20,690.22	5	20,690.22	100.00%	
	24039401	1520	22000	8" ADS Bands	EA	\$112.03	2	224.06	224.06	224.06	5	224.06	100.00%	

FORESTAR GROUP INC.
REVERSE AT JOHNSON
FILING 1
APPLICATION FOR PAYMENT

Contractor: HALL/LRWIN
588 WEST 19TH STREET, STE 2000
GREELEY, CO 80634

Original Contract \$1,890,989.09
Work Completed \$1,670,272.29
This Period \$20,716.80
Total Completed to Date \$1,690,989.09

No. 16
Period 10/01/22
10/01/22

Community Code	Job	Type	Cost	Description	Unit	Unit Cost	Schedule of Values	Contract	Extension	Previous Applications	Work Completed	This Period	Extension	Total Completed to Date	% Complete
							Qty	Value	Value	Value	Value	Value	Value	Value	
24039	240399401	1520	22000	8" Concrete Cleanout	EA	\$1,775.00	2	3,550.00	3,550.00	3,550.00	3,550.00	3,550.00	3,550.00	100.00%	
24039	240399401	1520	22000	12" Drain Basin	EA	\$1,684.08	1	1,684.08	1,684.08	1,684.08	1,684.08	1,684.08	1,684.08	100.00%	
24039	240399401	1520	22000	4x29 FES	EA	\$3,228.13	1	3,228.13	3,228.13	3,228.13	3,228.13	3,228.13	3,228.13	100.00%	
24039	240399401	1520	22000	18" FES	EA	\$1,167.78	1	1,167.78	1,167.78	1,167.78	1,167.78	1,167.78	1,167.78	100.00%	
24039	240399401	1520	22000	Outlet Structures	EA	\$59,942.98	1	59,942.98	59,942.98	59,942.98	59,942.98	59,942.98	59,942.98	100.00%	
24039	240399401	1520	22000	Prepays	EA	\$19,768.02	1	19,768.02	19,768.02	19,768.02	19,768.02	19,768.02	19,768.02	100.00%	
24039	240399401	1520	22000	15" IRR RCP	EA	\$51,319.84	1	51,319.84	51,319.84	51,319.84	51,319.84	51,319.84	51,319.84	100.00%	
24039	240399401	1520	22000	15" IRR RCP	EA	\$65,715.75	1	65,715.75	65,715.75	65,715.75	65,715.75	65,715.75	65,715.75	100.00%	
24039	240399401	1520	22000	Teeling	EA	\$1,825.95	15	27,389.40	27,389.40	27,389.40	27,389.40	27,389.40	27,389.40	100.00%	
24039	240399401	1520	23000	12" PVC Waterline	LF	\$76.62	1,161	88,955.82	88,955.82	88,955.82	88,955.82	88,955.82	88,955.82	100.00%	
24039	240399401	1520	23000	12" PVC Waterline	EA	\$4,783.66	6	28,701.96	28,701.96	28,701.96	28,701.96	28,701.96	28,701.96	100.00%	
24039	240399401	1520	23000	12" PVC Waterline	EA	\$2,025.09	5	10,125.45	10,125.45	10,125.45	10,125.45	10,125.45	10,125.45	100.00%	
24039	240399401	1520	23000	12" PVC Waterline	EA	\$2,342.89	1	2,342.89	2,342.89	2,342.89	2,342.89	2,342.89	2,342.89	100.00%	
24039	240399401	1520	23000	12" Cap	EA	\$463.17	4	1,852.68	1,852.68	1,852.68	1,852.68	1,852.68	1,852.68	100.00%	
24039	240399401	1520	23000	12" Cap	EA	\$1,953.12	14	27,343.68	27,343.68	27,343.68	27,343.68	27,343.68	27,343.68	100.00%	
24039	240399401	1520	23000	12" Water Lowering	EA	\$54.96	5,810	319,317.60	319,317.60	319,317.60	319,317.60	319,317.60	319,317.60	100.00%	
24039	240399401	1520	23000	8" PVC Waterline	EA	\$2,753.84	48	132,184.32	132,184.32	132,184.32	132,184.32	132,184.32	132,184.32	100.00%	
24039	240399401	1520	23000	8" PVC Waterline	EA	\$943.30	5	4,716.50	4,716.50	4,716.50	4,716.50	4,716.50	4,716.50	100.00%	
24039	240399401	1520	23000	8" PVC Waterline	EA	\$943.30	5	4,716.50	4,716.50	4,716.50	4,716.50	4,716.50	4,716.50	100.00%	
24039	240399401	1520	23000	8" PVC Waterline	EA	\$943.30	5	4,716.50	4,716.50	4,716.50	4,716.50	4,716.50	4,716.50	100.00%	
24039	240399401	1520	23000	8" PVC Waterline	EA	\$943.30	5	4,716.50	4,716.50	4,716.50	4,716.50	4,716.50	4,716.50	100.00%	
24039	240399401	1520	23000	8" PVC Waterline	EA	\$943.30	5	4,716.50	4,716.50	4,716.50	4,716.50	4,716.50	4,716.50	100.00%	
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24039	240399401	1520	23000	8" PVC Waterline	EA	\$943.30	5	4,716.50	4,716.50	4,716.50	4,716.50	4,716.50	4,716.50	100.00%	
24039	240399401	1520	23000	8" PVC Waterline	EA	\$943.30	5	4,716.50	4,716.50	4,716.50	4,716.50	4,716.50	4,716.50	100.00%	
24039	240399401	1520	23000	8" PVC Waterline	EA	\$943.30	5	4,716.50	4,716.50	4,716.50	4,716.50	4,716.50	4,716.50	100.00%	
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24039	240399401	1520	23000	8" PVC Waterline	EA	\$943.30	5	4,716.50	4,716.50	4,716.50	4,716.50	4,716.50	4,716.50	100.00%	
24039	240399401	1520	23000	8" PVC Waterline	EA	\$943.30	5	4,716.50	4,716.50	4,716.50	4,716.50	4,716.50	4,716.50	100.00%	
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24039	240399401	1520	23000	8" PVC Waterline	EA	\$943.30	5	4,716.50	4,716.50	4,716.50	4,716.50	4,716.50	4,716.50	100.00%	
24039	240399401	1520	23000	8" PVC Waterline	EA	\$943.30	5	4,716.50	4,716.50	4,716.50	4,716.50	4,716.50	4,716.50	100.00%	
24039	240399401	1520	23000	8" PVC Waterline	EA	\$943.30	5	4,716.50	4,716.50	4,716.50	4,716.50	4,716.50	4,716.50	100.00%	
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24039	240399401	1520	23000	8" PVC Waterline	EA	\$943.30	5	4,716.50	4,716.50	4,716.50	4,716.50	4,716.50	4,716.50	100.00%	
24039	240399401	1520	23000	8" PVC Waterline	EA	\$943.30	5	4,716.50	4,716.50	4,716.50	4,716.50	4,716.50	4,716.50	100.00%	
24039	240399401	1520	23000	8" PVC Waterline	EA	\$943.30	5	4,716.50	4,716.50	4,716.50	4,716.50	4,716.50	4,716.50	100.00%	
24039	240399401	1520	23000	8" PVC Waterline	EA	\$943.30	5	4,716.50	4,716.50	4,716.50	4,716.50	4,716.50	4,716.50	100.00%	
24039	240399401	1520	23000	8											

FORESTAR GROUP INC.
REVERE AT JOHNSTOWN
FILING 1
APPLICATION FOR PAYMENT

HALLIRWIN
5585 WEST 19TH STREET, STE 2000
GREELEY, CO 80634

Contractor:

Original Contract \$11,890,989.09
\$11,870,272.29
\$20,716.80
\$11,890,989.09

No. 16
Period 10/17/22
to 10/31/22

Community Code	Job	Type	Cost Code	Description	Unit	Unit Cost	Contract Extension	Previous Applications	Work Completed	This Period	Extension	Total Completed to Date	% Complete
							QTY	QTY	QTY	QTY	QTY	QTY	
12	24039402	1520	24020	Material Price Increase Int 2 Concrete	LS	\$ 31,705.60	1	\$	\$ 31,705.60	\$	\$	\$ 31,705.60	100.00%
12	24039402	1520	24050	Material Price Increase Int 2 Sign/Striping	LS	\$ 5,303.72	1	\$	\$ 5,303.72	\$	\$	\$ 5,303.72	100.00%
13	24039401	1520	22005	Scope Increase Curm 1 Water	LS	\$ 16,978.88	1	\$	\$ 16,978.88	\$	\$	\$ 16,978.88	100.00%
13	24039401	1520	22000	Scope Increase Int 2 Storm Sewer	LS	\$ 63,689.45	1	\$	\$ 63,689.45	\$	\$	\$ 63,689.45	100.00%
13	24039402	1520	22000	Scope Increase Int 2 Storm Sewer	LS	\$ 97,343.84	1	\$	\$ 97,343.84	\$	\$	\$ 97,343.84	100.00%
14	24039401	1520	24050	7.5" Asphalt	LS	\$ (577,248.40)	1	\$	\$ (577,248.40)	\$	\$	\$ (577,248.40)	100.00%
14	24039401	1520	24050	10" Roadbase	LS	\$ (201,538.88)	1	\$	\$ (201,538.88)	\$	\$	\$ (201,538.88)	100.00%
14	24039401	1520	24050	5.5" Asphalt	LS	\$ 871,229.74	1	\$	\$ 871,229.74	\$	\$	\$ 871,229.74	100.00%
14	24039401	1520	24050	10" Roadbase	LS	\$ (673,439.36)	1	\$	\$ (673,439.36)	\$	\$	\$ (673,439.36)	100.00%
14	24039401	1520	24050	5.5" Asphalt	LS	\$ (323,903.36)	1	\$	\$ (323,903.36)	\$	\$	\$ (323,903.36)	100.00%
14	24039401	1520	24050	8" Roadbase	LS	\$ 459,511.65	1	\$	\$ 459,511.65	\$	\$	\$ 459,511.65	100.00%
14	24039401	1520	24050	4.5" Asphalt	LS	\$ 188,005.64	1	\$	\$ 188,005.64	\$	\$	\$ 188,005.64	100.00%
14	24039401	1520	24050	6" Base	LS	\$ 344,662.20	1	\$	\$ 344,662.20	\$	\$	\$ 344,662.20	100.00%
14	24039401	1520	24050	6" Base	LS	\$ 208,400.40	1	\$	\$ 208,400.40	\$	\$	\$ 208,400.40	100.00%
14	24039401	1520	24050	4.5" Asphalt	LS	\$ 1,423.50	1	\$	\$ 1,423.50	\$	\$	\$ 1,423.50	100.00%
14	24039401	1520	24050	8" Base Subgrade Prep	LS	\$ 55,510.26	1	\$	\$ 55,510.26	\$	\$	\$ 55,510.26	100.00%
15	24039401	1520	24050	6" Base beyond Curb/Walk	LS	\$ 23,846.91	1	\$	\$ 23,846.91	\$	\$	\$ 23,846.91	100.00%
15	24039401	1520	24050	Mobilization - 6	LS	\$ 94,107.59	1	\$	\$ 94,107.59	\$	\$	\$ 94,107.59	100.00%
16	24039401	1520	24050	Subgrade Prep for Concrete	LS	\$ 46,647.00	1	\$	\$ 46,647.00	\$	\$	\$ 46,647.00	100.00%
16	24039401	1520	24050	Subgrade Prep for Concrete	LS	\$ 1,868.22	1	\$	\$ 1,868.22	\$	\$	\$ 1,868.22	100.00%
16	24039401	1520	24050	Ally Paving	LS	\$ 80,829.89	1	\$	\$ 80,829.89	\$	\$	\$ 80,829.89	100.00%
16	24039401	1520	24020	MOBILIZATION Curb/Walk	LS	\$ 51,706.72	1	\$	\$ 51,706.72	\$	\$	\$ 51,706.72	100.00%
16	24039401	1520	24020	MOBILIZATION Curb/Walk	LS	\$ 6,386.04	1	\$	\$ 6,386.04	\$	\$	\$ 6,386.04	100.00%
16	24039401	1520	24020	Crosscut	LS	\$ 1,923.70	1	\$	\$ 1,923.70	\$	\$	\$ 1,923.70	100.00%
16	24039401	1520	24020	Concrete HH Adjustments	LS	\$ 2,304.16	1	\$	\$ 2,304.16	\$	\$	\$ 2,304.16	100.00%
16	24039401	1520	24020	Concrete HH Adjustments	LS	\$ 1,254.50	1	\$	\$ 1,254.50	\$	\$	\$ 1,254.50	100.00%
16	24039401	1520	24050	Subgrade Prep - Paving	LS	\$ 1,642.50	1	\$	\$ 1,642.50	\$	\$	\$ 1,642.50	100.00%
16	24039401	1520	24050	Subgrade Prep - Paving	LS	\$ 5,825.60	1	\$	\$ 5,825.60	\$	\$	\$ 5,825.60	100.00%
17	24039401	1520	25050	Shove Plan Changes and Additions	LS	\$ 8,447.12	1	\$	\$ 8,447.12	\$	\$	\$ 8,447.12	100.00%
18	24039401	1520	24050	Subgrade Moisture Regrading	LS	\$ 137,789.71	1	\$	\$ 137,789.71	\$	\$	\$ 137,789.71	100.00%
19	24039401	1520	24020	Concrete Price change to avoid schedule delays	LS	\$ 14,375.00	1	\$	\$ 14,375.00	\$	\$	\$ 14,375.00	100.00%
20	24039402	1520	23005	Irregular Top & Material	LS	\$ 43,610.00	1	\$	\$ 43,610.00	\$	\$	\$ 43,610.00	100.00%
21	24039402	1520	24050	Subgrade cut/fill balancing	LS	\$ 9,478.37	1	\$	\$ 9,478.37	\$	\$	\$ 9,478.37	100.00%
22	24039402	1520	24050	Lower subgrade Z"	LS	\$ 16,818.56	1	\$	\$ 16,818.56	\$	\$	\$ 16,818.56	100.00%
22	24039402	1520	24050	8" Base 1" beyond Curb/Walk	LS	\$ 18,739.20	1	\$	\$ 18,739.20	\$	\$	\$ 18,739.20	100.00%
22	24039402	1520	24050	Subgrade Prep/1Z Scarify & Recompact	LS	\$ 97,831.88	1	\$	\$ 97,831.88	\$	\$	\$ 97,831.88	100.00%
23	24039402	1520	24050	5.5" Asphalt Bedcut	LS	\$ 20,254.22	1	\$	\$ 20,254.22	\$	\$	\$ 20,254.22	100.00%
23	24039402	1520	24050	5.5" Asphalt Bedcut	LS	\$ (82,818.20)	1	\$	\$ (82,818.20)	\$	\$	\$ (82,818.20)	100.00%
23	24039402	1520	24050	4.5" Asphalt Bedcut	LS	\$ 361,574.40	1	\$	\$ 361,574.40	\$	\$	\$ 361,574.40	100.00%
23	24039402	1520	24050	8" Roadbase	LS	\$ 215,347.20	1	\$	\$ 215,347.20	\$	\$	\$ 215,347.20	100.00%
24	24039401	1520	24050	High Plains Shoulder	LS	\$ 9,597.68	1	\$	\$ 9,597.68	\$	\$	\$ 9,597.68	100.00%
24	24039401	1520	24050	ADA Ramps	LS	\$ 3,431.72	1	\$	\$ 3,431.72	\$	\$	\$ 3,431.72	100.00%
26	24039401	1520	24050	Remove Z across Phase 1	LS	\$ 13,132.08	1	\$	\$ 13,132.08	\$	\$	\$ 13,132.08	100.00%
26	24039401	1520	24050	Rework - Subgrade Prep/1Z Scarify Recompact	LS	\$ 23,573.16	1	\$	\$ 23,573.16	\$	\$	\$ 23,573.16	100.00%
26	24039401	1520	24050	Rework - Firm Grade	LS	\$ 20,666.88	1	\$	\$ 20,666.88	\$	\$	\$ 20,666.88	100.00%
26	24039401	1520	24050	Additional Z Roadbase	LS	\$ 53,096.52	1	\$	\$ 53,096.52	\$	\$	\$ 53,096.52	100.00%
27	24039401	1520	2800	Utility Mobilization	LS	\$ 4,000.00	1	\$	\$ 4,000.00	\$	\$	\$ 4,000.00	100.00%
27	24039401	1520	2800	Elevation & Structural Backfill	LS	\$ 5,300.00	1	\$	\$ 5,300.00	\$	\$	\$ 5,300.00	100.00%
27	24039401	1520	2800	Insulation Service & Vault	LS	\$ 42,157.00	1	\$	\$ 42,157.00	\$	\$	\$ 42,157.00	100.00%
27	24039401	1520	2800	Bravel & Testing	LS	\$ 41,125.00	1	\$	\$ 41,125.00	\$	\$	\$ 41,125.00	100.00%

Developer Portion

Subtotal Change Orders	\$1,870,423.16	\$3,980,613.20	\$80,039.38	\$3,990,642.48
LESS RETAINAGE - 5%	\$93,521.16	\$199,030.66	\$39,806.29	\$199,030.66
TOTAL PAYMENT DUE	\$1,776,901.99	\$3,791,582.54	\$40,233.09	\$3,791,582.54



Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: April 17, 2023

SUBJECT: Water & Sewer Service Agreement – GYS Flex Site Development Plan, with GYS Development, LLC

ATTACHMENTS: 1. Water and Sewer Service Agreement with Exhibits

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

The Developer has received administrative approval of a Site Development Plan for the GYS “Premier Flex” site in 2534 West, consisting of 70,405 sq. ft. of flex use space and associated landscaping.

The annual in-building water demand is estimated at 4.73 acre-feet, with annual permanent irrigation demand at 1.68 acre-feet. These numbers were provided by the Developer and reviewed and accepted by the Town’s contract water engineering firm.

Development Component	Demand (AF/YR)	Consumption (AF/YR)
In-Building	4.73	0.24
Landscape Irrigation (Non-potable)	1.68	1.43
Total	6.41	1.67

Potable water is allocated from the 2534 Master Association Water Bank for both in-building and irrigation. Evidence of the agreement and allocation of this water is incorporated as Exhibit B.

Water court transfer fees have been paid on water held in this bank.

LEGAL ADVICE:

The Town Attorney drafted the Agreement.

The Community That Cares

www.TownofJohnstown.com

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

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION:

Approve the Water & Sewer Service Agreement for the GYS Flex site, with GYS Development, LLC.

Reviewed and Approved for Presentation,



Town Manager

**WATER AND SEWER SERVICE AGREEMENT
(GYS FLEX SITE DEVELOPMENT PLAN)**

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

WITNESSETH:

WHEREAS, the Developer owns an interest in land in Lot 2, Block 2, Replat of Lot 1, Block 2 of 2534 West Filing 1, comprising 4.6 acres, more-or less, and more specifically described in the attached Exhibit A (“Subject Property”); and

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

WHEREAS, the Subject Property is being developed as approximately 70,405 square-feet of industrial/flex-use space with 0.169 acre of spray irrigated landscape and 0.505 acre of drip irrigated landscape; and

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

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

1. Water and Sewer Demand Studies. In compliance with the Town Water Rights Dedication Ordinance (“Ordinance”), Developer has submitted to the Town a preliminary water and sewer demand analysis for the Project dated June 24, 2022. Said analysis was received by the Town, is on file with the Town and, as modified by the Town’s Water Engineer by memorandum dated July 1, 2022, is hereby accepted by the Town. The analysis provides that the projected water and sewer demand for the Project is as follows:

Development Component	Demand (AF/YR)	Consumption (AF/YR)
In-Building	4.73	0.24
Landscape Irrigation (non-potable)	1.68	1.43
Total	6.41	1.67

2. Water Rights Dedication.

a. Potable Supply. As a result of prior dedications of raw water credit, there is currently a surplus dedication credit with the Town sufficient to supply the potable water demands of the Project from the 2534 Master Association Water Bank. The Gerrard Family Partnership, LLLP and Thompson Ranch Development Company have agreed that this credit shall be applied to meet the potable water demands of the Project. Evidence of the agreement is attached hereto and incorporated herein by reference as Exhibit B.

b. Non-Potable Supply. As a result of prior dedications of raw water credit, there is currently a surplus dedication credit with the Town sufficient to supply the non-potable water demands of the Project from the 2534 Master Association Water Bank. The Gerrard Family Partnership, LLLP and Thompson Ranch Development Company have agreed that this credit shall be applied to meet the non-potable water demands of the Project. Evidence of the agreement is attached hereto and incorporated herein by reference as Exhibit B.

3. Commitment to serve. Subject to Developer's performance of all the covenants contained herein and payment of all required fees, the Town commits to provide to the Project up to 4.73 acre-feet per year of potable water supply together with the corresponding sewer service, up to 1.68 acre-feet per year of non-potable water supply for landscape irrigation.

4. 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 Project at a point in time after water usage has been established, to confirm the adequacy of the water demand projections made by the Developer and to require additional water rights dedication and/or cash-in-lieu payments based on actual water usage.

5. Payment of Water Court Transfer fees. The Water Court transfer fee for both the potable water supply and non-potable water supply was previously paid to the Town as part of the 2534 Master Association Water Bank. However, in accordance with the Ordinance, additional fees may be required in connection with future development of any portion of the Subject Property.

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

TO DEVELOPER:
GYS Development LLC
c/o Johnson Muffly & Dauster, PC
323 S. College Ave., Suite 1
Fort Collins, CO 80524
Email: tony@gysdev.com

TO THE TOWN:
Town of Johnstown
c/o Town Clerk
450 S. Parish Ave.
Johnstown, CO 80534
hhill@johnstownco.gov

WITH A COPY TO
THE TOWN ATTORNEYS:

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

Peter J. Ampe
Hill & Robbins, P.C.
3401 Quebec Street, Suite 3400
Denver, CO 80207
peterampe@hillandrobbins.com

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

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

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

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

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

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

16. 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.

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

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

Signatures follow

PREMIER FLEX 2534 LLC,
a Colorado limited liability company,

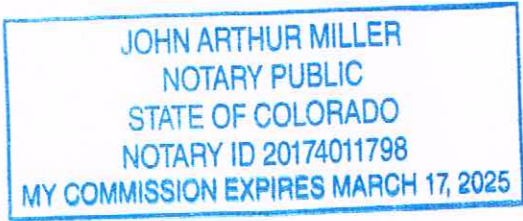
By: UpLift Development Group LLC,
a Colorado limited liability company, Member

By: Lee Fredrick
Lee Fredrick, Member

STATE OF COLORADO)
) ss
COUNTY OF El Paso)

SUBSCRIBED AND SWORN to before me this 1 day of February, 2023 by Lee Fredrick, as Member of UpLift Development Group LLC, a Colorado limited liability company, Member of Premier Flex 2534 LLC, a Colorado limited liability company.

Witness my hand and official seal.



John A Miller
Notary Public
13521 Northgate Estates Dr. #200
Colorado Springs, CO 80921
Address (719) 358-8500
Telephone

My Commission Expires: 3/17/25

TOWN OF JOHNSTOWN, COLORADO,
a municipal corporation

By: _____
Troy D. Mellon, Mayor

ATTEST:

By: _____
Hannah Hill, Town Clerk

EXHIBIT A

LEGAL DESCRIPTION

REPLAT OF LOT 1, BLOCK 2, 2534 WEST FIRST FILING, LOCATED IN THE
NORTHEAST QUARTER OF SECTION 15, T. 5 N., R. 68 W. OF THE 6TH P.M., TOWN OF
JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO

EXHIBIT B


RAW WATER CREDIT ALLOCATION ACKNOWLEDGMENT

This is to acknowledge and agree that the Town of Johnstown may allocate raw water credit from the Gerrard Family Partnership, LLLP and Thompson Ranch Development Company raw water credit account held by the Town of Johnstown, known as the "2534 Master Association Water Bank," to provide water service to GYS Development, LLC, a Colorado limited liability company ("Owner"), for the development known as the Premier Business Park ("Development"), and to any successor occupant of the premises pursuant to a Water and Sewer Service Agreement ("WSSA") to be executed between Owner and the Town ("Permanent Water Service"). The amount of such allocated raw water credit is calculated to be 4.73 acre-feet per year for potable in building use and 1.68 acre-feet per year for non-potable irrigation use, subject to adjustment pursuant to the terms of the WSSA and the Johnstown Municipal Code.

The premises referenced herein are described on Exhibit A to the WSSA.

The undersigned certify that they are authorized to execute this Raw Water Allocation Acknowledgment on behalf of Gerrard Family Partnership, LLLP and Thompson Ranch Development Company.

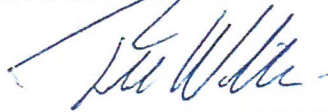
THE GERRARD FAMILY PARTNERSHIP, LLLP



Nathan Gerrard, Managing Partner
The Gerrard Family Limited Partnership, LLLP

Dated: 7/10/2023

THOMPSON RANCH DEVELOPMENT COMPANY



Todd Williams, Vice President
Thompson Ranch Development Company

Dated: 10/5/2022



Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: August 7, 2023

SUBJECT: Water & Sewer Service Agreement – Elwell Elementary School, with Weld County School District RE-5J

ATTACHMENTS: 1. Water and Sewer Service Agreement with Exhibits

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

The District has received approval of a Site Development Plan and building permits for the Elwell Elementary School. With the concurrent closure of the Letford Elementary School in Johnstown, the Town reviewed the water demand and utility records for Letford and agreed to a one-for-one credit for the water demand at the new elementary school, and no additional water dedications were required for the Elwell site.

To memorialize the estimated demand of the Elwell school, the Town determined it a best practice to enter into a Water and Sewer Service Agreement with this District and acknowledge that additional dedication was not necessary. No prior agreement appears to exist for the Letford site, which likely pre-dates such a requirement.

The annual in-building water demand is estimated at 1.548 acre-feet, with annual permanent irrigation demand at 4.480 acre-feet. These numbers were provided by the District and reviewed and accepted by the Town’s contract water engineering firm.

No water court transfer fees are due.

Development Component	Demand (AF/YR)	Consumption (AF/YR)
In-Building	1.548	0.077
Landscape Irrigation	4.480	3.810
Total	6.030	3.880

LEGAL ADVICE:

The Town Attorney drafted the Agreement.

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FINANCIAL ADVICE:

NA

RECOMMENDED ACTION:

Approve the Water & Sewer Service Agreement for the Elwell Elementary School, with Weld County School District RE-5J.

Reviewed and Approved for Presentation,



Town Manager

**WATER AND SEWER SERVICE AGREEMENT
(ELWELL ELEMENTARY)**

THIS WATER AND SEWER SERVICE AGREEMENT (“Agreement”) is made and entered into this ___ day of _____ 2023, by and between **WELD COUNTY SCHOOL DISTRICT RE-5J**, a political subdivision of the State of Colorado (“School District”), and **THE TOWN OF JOHNSTOWN**, a Colorado home-rule municipality (“Town”), collectively sometimes referred to as the “Parties” and singularly as “Party.”

WITNESSETH:

WHEREAS, the School District owns an interest in land located in in the NE1/4, Section 12, Township 4 North, Range 68 West, 6th PM., Weld County, Colorado, described more particularly on Exhibit A, attached hereto and incorporated herein by reference (“Subject Property”); and

WHEREAS, the Subject Property has been annexed to the Town; and

WHEREAS, the Subject Property is being developed by the School District as Elwell Elementary School, a 77,000 square foot elementary school with a total irrigated landscape of 3.07 acres, of which 0.93 acres will be spray-irrigated and 2.14 acres will be xeric-irrigated with native seed (“Project”); and

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

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

1. Water and Sewer Demand Studies. In compliance with the Town Water Rights Dedication Ordinance (“Ordinance”), the School District has submitted to the Town a preliminary water and sewer demand analysis for the Project. Said analysis was received by the Town, is on file with the Town and, as modified by the Town’s Water Engineer by memorandum dated June 1, 2022, is hereby accepted by the Town. The analysis sets forth the projected water and sewer demands for the Project as follows:

Development Component	Demand (AF/YR)	Consumption (AF/YR)
In-Building	1.548	0.077
Landscape Irrigation	4.480	3.810
Total	6.030	3.880

2. Water Rights Dedication. Based on the previous dedication of raw water for Letford Elementary School, the School District has a surplus raw water credit with the Town in the amount of 6.03 acre-feet. Such credit shall be used to satisfy the raw water demands associated with the Project.

3. Commitment to serve. Subject to the School District’s performance of all the covenants contained herein the Town commits to provide to the Project up to 1.548 acre-feet per year of water supply for in-building use together with the corresponding sewer service and 4.48 acre-feet for irrigation as described above.

4. 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 Project at a point in time after water usage has been established to confirm the adequacy of the water demand projections made by the School District, and to require additional water rights dedication and/or cash-in-lieu payments, if necessary, based on actual water usage.

5. Payment of Water Court Transfer fees. *Intentionally omitted.*

6. 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 SCHOOL DISTRICT:

Weld RE5-J School District
110 South Centennial Dr., Ste. A
Milliken, CO 80543
Email: _____

TO THE TOWN:

Town of Johnstown
c/o Town Clerk
P.O. Box 609
450 S Parish Ave.
Johnstown, CO 80534
Email: hhill@johnstownco.gov

WITH A COPY TO
THE TOWN ATTORNEYS:

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

Peter J. Ampe
Hill & Robbins, P.C.
1160 Lincoln St., Suite 2720

Denver, CO 80264
Email: peterampe@hillandrobbins.com

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

7. Default. In the event of default by either Party hereunder, the non-defaulting Party shall notify the defaulting Party in writing of such default(s), specifying the nature and extent thereof. If such default is not cured within thirty (30) days and the non-defaulting Party desires to seek recourse, the Parties shall participate in mediation, the costs of which shall be shared equally by both Parties. If mediation is not successful after ninety (90) days, either Party may then commence an action in a court of competent jurisdiction and shall be entitled to such remedies as are provided by law, including the Town's ordinances.

8. 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.

9. 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.

10. Attorney's fees and costs. If judicial action is commenced to enforce or defend this Agreement and the Town is the prevailing party, the School District, to the extent permitted by law, shall pay the Town's reasonable costs and expenses, including attorney's fees, incurred in the enforcement of the terms, conditions and obligations of this Agreement.

11. 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.

12. 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.

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

14. 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.

15. 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.

16. 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.

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

18. Incorporation of § 22-1-135, C.R.S. To the extent § 22-1-135, C.R.S., applies to this Agreement, if at all, the terms shall be incorporated herein.

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

Signatures follow.

WELD COUNTY SCHOOL DISTRICT RE-5J

ATTEST:

By: 
Amanda Proctor, Secretary

By: 
Michael Wailes, Board of Education President

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Hannah Hill, Town Clerk

By: _____
Troy D. Mellon, Mayor

EXHIBIT A

LEGAL DESCRIPTION

Tract C, Clearview PUD Second Filing, located in Norther east quarter of Section 12, Township 4 North, Range 68 West of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado



Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: August 7, 2023

SUBJECT: Water & Sewer Service Agreement – Roosevelt High School, with Weld County School District RE-5J, including the Sale of 46.24 AF of Water

ATTACHMENTS: 1. Water and Sewer Service Agreement with Exhibits

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

The District has received approval of a Site Development Plan and building permits for multiple structures at recently-constructed Roosevelt High School for approximately 1500 students, on approximately 60 acres.

The annual in-building water demand is estimated at 9.53 acre-feet (AF), with annual permanent irrigation demand at 51.43 AF for 22.55 acres of landscaping, and 17.28 AF for areas intended for native grasses and temporary irrigation to establishment.

Development Component	Demand (AF/YR)	Consumption (AF/YR)
In-Building	9.53	0.48
Permanent Landscape Irrigation	51.43	43.72
Temporary Landscape Irrigation	17.28	14.69
Total	78.24	58.89

These numbers were provided by the District and reviewed and accepted by the Town’s contract water engineering firm.

The District will dedicate five (5) shares of non-adjudicated water to the Town, which will provide 32.00 AF of credit, leaving 46.24 AF needed to satisfy the water demand of the school. The Town has evaluated the potential impact and availability related to the Town’s water portfolio agreed to a cash-in-lieu purchase of water from the Town’s portfolio at a market rate of \$68,750 per acre-foot. To assist the District, the Town has agreed to accept payment in two installments – one due upon execution of this

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agreement, and a final payment due no later than April 30, 2024. The total payments will equal \$3,179,000.

All other elements of this agreement are in keeping with the Town’s standard agreement template.

LEGAL ADVICE:

The agreement was prepared and reviewed by the Town Attorney.

FINANCIAL ADVICE:

Revenue from the sale of a portion of the Town’s existing water portfolio was included in the 2023 Budget, therefore, no budget amendment is needed.

RECOMMENDED ACTION:

Approve the Water & Sewer Service Agreement for Roosevelt High School, with Weld County School District RE-5J, including the Sale of 46.24 AF of Water.

Reviewed and Approved for Presentation,



Town Manager

**WATER AND SEWER SERVICE AGREEMENT
(ROOSEVELT HIGH SCHOOL)**

THIS WATER AND SEWER SERVICE AGREEMENT (“Agreement”) is made and entered into this ___ day of _____ 2023, by and between the **WELD COUNTY SCHOOL DISTRICT RE-5J**, a political subdivision of the State of Colorado (“School District”), and **THE TOWN OF JOHNSTOWN**, a Colorado home-rule municipality (“Town”), collectively sometimes referred to as the “Parties” and singularly as “Party.”

WITNESSETH:

WHEREAS, the School District owns an interest in land located in in the E1/2 of SW1/4 and SE1/4, Section 12, Township 4 North, Range 68 West, 6th PM., Weld County, Colorado, described more particularly on Exhibit A, attached hereto and incorporated herein by reference (“Subject Property”); and

WHEREAS, the Subject Property has been annexed to the Town; and

WHEREAS, the Subject Property is being developed by the School District as Roosevelt High School, which will have approximately 1500 students, 22.55 acres of permanently irrigated landscape, 17.28 acres of temporary irrigated landscape, and 0.5-acre irrigated right-of-way (“Project”); and

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

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

1. Water and Sewer Demand Studies. In compliance with the Town Water Rights Dedication Ordinance (“Ordinance”), the School District has submitted to the Town a preliminary water and sewer demand analysis for the Project. Said analysis was received by the Town, is on file with the Town and, as modified by the Town’s Water Engineer by memorandum dated December 7, 2021, is hereby accepted by the Town. The analysis sets forth the projected water and sewer demands for the Project as follows:

Development Component	Demand (AF/YR)	Consumption (AF/YR)
In-Building	9.53	0.48
Permanent Landscape Irrigation	51.43	43.72
Temporary Landscape Irrigation	17.28	14.69
Total	78.24	58.89

2. Water Dedication and Water Purchase.

- a. Dedication.** Within 10 days after the mutual execution of the Agreement, the School District will dedicate five (5) shares of stock in the Consolidated Home Supply Ditch & Reservoir Company, currently Certificate #5032, to the Town, which shares have not been changed to include municipal use and total 32 acre-feet of usable water per year (“Water Stock”). If the water dedication is not made within the required time period, this Agreement will be voided without further action from either of the Parties.
- b. Purchase.** To facilitate development of the Project, the Town agrees to allow the School District to pay cash-in-lieu of the required water dedication for the remaining 46.24 acre-feet of raw water required to satisfy the water needs of the Project. The School District agrees to pay the fair market value for the water in the amount of Sixty-Eight Thousand Seven Hundred Fifty Dollars (\$68,750) per acre-foot, for a total purchase price of Three Million One Hundred Seventy-Nine Thousand Dollars (\$3,179,000). The School District agrees to pay such amount in two equal installments of One Million Five Hundred Eighty- Nine Thousand Five Hundred Dollars (\$1,589,500). The first installment shall be due and payable to the Town on or before July 30, 2023, and the second installment shall be due and payable to the Town on or before April 30, 2024. If the payments are not made as contemplated herein, interest at the statutory rate shall be due and owing on the unpaid balance.
- c. Depiction.** A depiction of the foregoing is set forth below:

Credit from dedication of Water Stock:	32.00 acre-feet
Credit from cash-in-lieu payment:	<u>46.24 acre-feet</u>
Total estimated demand:	78.24 acre-feet

3. Temporary Use. Of the 78.24 acre-feet of raw water demand projected for the Project, 17.28 acre-feet is anticipated to be used temporarily to establish native grasses on 17.28 acres. When the native grasses are established, the School District may permanently remove the irrigation system(s) used to establish the native grasses and provide written documentation to the Town of such removal. When the Town provides written notice to the School District that it has accepted that the temporary irrigation has permanently ceased, the Town agrees to create a water bank on the School District’s behalf containing 17.28 acre-feet of raw water credit and the School District may thereafter, with the Town’s written consent, which consent will not be unreasonably withheld, delayed or conditioned, assign the 17.28 acre-feet to another project, school or use within the Town’s boundaries.

4. Commitment to serve. Subject to the School District’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 9.53 acre-feet per year of water supply for in-building use together with the corresponding sewer service, 51.43 acre-feet for permanent irrigation, and 17.28 acre-feet for temporary irrigation, as described above, for the Project.

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 Project at a point in time after water usage has been established to confirm the adequacy of the water demand projections made by the School District, 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 fees. Upon execution of this Agreement, the School District shall pay to the Town the sum of Thirty Three Thousand Seventy Two DOLLARS (\$33,072) as payment of the Water Court Transfer Fees required by the Ordinance. This payment is for the required dedication of 78.24 acre-feet per year of estimated potable water demand and estimated consumptive use of 58.89 acre-feet per year (117.8 SFE) for the Project. If the actual water demand for the Project increases, additional fees will be required.

7. 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 SCHOOL DISTRICT:

Weld RE5-J School District
110 South Centennial Dr., Ste. A
Milliken, CO 80543
Email: _____

TO THE TOWN:

Town of Johnstown
c/o Town Clerk
P.O. Box 609
450 S Parish Ave.
Johnstown, CO 80534
Email: hhill@johnstownco.gov

WITH A COPY TO
THE TOWN ATTORNEYS:

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

Peter J. Ampe
Hill & Robbins, P.C.
3401 Quebec St., Suite 3400
Denver, CO 80207
Email: peterampe@hillandrobbs.com

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

8. Default. In the event of default by either Party hereunder, the non-defaulting Party shall notify the defaulting Party in writing of such default(s), specifying the nature and extent thereof. If such default is not cured within thirty (30) days and the non-defaulting Party desires to seek recourse, the Parties shall participate in mediation, the costs of which shall be shared equally by both Parties. If mediation is not successful after ninety (90) days, either Party may then commence an action in a court of competent jurisdiction and shall be entitled to such remedies as are provided by law, including the Town's ordinances.

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

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

11. Attorney's fees and costs. If judicial action is commenced to enforce or defend this Agreement and the Town is the prevailing party, the School District, to the extent permitted by law, shall pay the Town's reasonable costs and expenses, including attorney's fees, incurred in the enforcement of the terms, conditions and obligations of this Agreement.

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

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

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

15. Choice of laws 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.

16. 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.

17. 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.

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

19. Incorporation of § 22-1-135, C.R.S. To the extent § 22-1-135, C.R.S., applies to this Agreement, if at all, the terms shall be incorporated herein.

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

Signatures follow.

TOWN OF JOHNSTOWN, COLORADO


ATTEST:

By: _____
Hannah Hill, Town Clerk

By: _____
Troy D. Mellon, Mayor

WELD COUNTY SCHOOL DISTRICT RE-5J

ATTEST:

By:  _____
Amanda Proctor, Secretary

By:  _____
Michael Wailes, Board of Education President

EXHIBIT A

LEGAL DESCRIPTION

Lot 1 of the Whitehall Subdivision Filing No 1, situate in the East half of the Southwest Quarter and Southeast Quarter of Section 12, Township 4 North, Range 68 West, Town of Johnstown, County of Weld, State of Colorado.

Town of Johnstown
List of Bills - July 6, 2023- July 26, 2023

<u>Vendor</u>	<u>Description</u>	<u>Dept</u>	<u>Amount</u>
24/7 Networks LLC	Network improvements	ADM	13,518.50
AC/DC Electric	Building maintenance	ALL	2,699.68
Ace Hardware	Supplies	PW	3,382.58
Adamson Police Products	Uniforms	PD	116.42
All Copy Products, Inc	Copier supplies	ADM/PD	456.43
Arapahoe Rental	Equipment rental	PW	199.80
Axon Enterprises, Inc.	Supplies	PD	15,017.30
BearCom	Equipment	PD	288.00
Brenner Builders LLC	Sidewalk maintenance	PW	1,500.00
Browns Hill Engineering & Controls	SCADA	PW	2,913.28
Business Oriented Software Solutions	Software	PW	4,350.00
Card Services	Training/travel/supplies	ALL	15,388.55
Central Weld County Water District	Interconnects	PW	780.79
CenturyLink	Phone/internet	PW	919.59
Cintas	Mat supplies/service	ALL	700.82
City of Loveland	Training	PD	400.00
CMC Tire	Supplies	PW	462.50
Colorado Analytical Labs	Lab testing	PW	606.20
Colorado Department of Transportation	I-25 project	PW	339,255.61
Community Center Refund	Community center deposit refunds	ADM	285.00
Consolidated Hillsborough Ditch Co	Water legal	PW	178.50
Coyote Ridge Construction Inc.	Hydrant meter deposit refund	ADM	1,500.00
Crash Champions - Loveland	Vehicle repair	PD	312.00
D2C Architects	Police expansion study	PD	33,846.51
Dellenbach Motors	Vehicles	PW	25,734.00
Denali Water Solutions LLC	Sludge removal	PW	826.40
DES Pipeline Maintenance, LLC	Maintenance	PW	2,981.25
Dietze and Davis P.C.	Engineering services	ADM	60.00
Dietze and Davis P.C.	Billback - Engineering services	ADM	3,700.00
DPC Industries Inc	Chemicals	PW	19,499.45
Dzmitry Churnosau	Payment refund	ADM	60.00
E-470 Public Highway Authority	Travel	PD	26.85
Elite Printing Group, LLC	Supplies	PD	55.00
Employee Reimbursement	Travel and supplies	ALL	2,321.83
Employers Council	Membership	ADM	7,700.00
Ergomed	Employment screening	ADM	577.00
Felsburg Holt & Ullevig Inc	Billback - Engineering services	ADM	12,730.00
Felsburg Holt & Ullevig Inc	Engineering services	ADM	4,842.50
Ferguson Waterworks	Water meters	PW	426.65
Firestone Complete Auto Care	Vehicle repairs	PD	550.85
First Class Security Systems	Fire system monitoring	PW	133.80
First National Bank of Omaha	Custodial fees	ADM	1,065.47
Front Range Roofing Systems LLC	Building maintenance	PW	1,812.98
Frontier Precision	Software	PW	250.00
Generator Source	Equipment maintenance	PW	3,787.00
Goble Sampson Associates Inc	Supplies	PW	646.34

<u>Vendor</u>	<u>Description</u>	<u>Dept</u>	<u>Amount</u>
Golden Goodness Food Truck	Employee event	ADM	1,000.00
Grainger, Inc.	Supplies	PW	1,191.16
Greeley Lock and Key	Building maintenance	PW	1,671.75
Hach Company	Chemicals	PW	3,325.00
Hays Market Inc	Supplies	PW	110.21
Helton & Williamsen, P.C.	Billback - Engineering services	ADM	1,420.55
Helton & Williamsen, P.C.	Water legal	ADM	12,513.25
Hill & Robbins, PC	Billback - Legal services	ADM	837.50
Hill & Robbins, PC	Water legal	ADM	5,986.60
IMEG Corp	Billback - Engineering services	ADM	29,135.00
IMEG Corp	Engineering services	ADM	11,123.75
Indigo Water Group	Training supplies	PW	2,157.20
John Deere Financial	Supplies	PW	3,635.54
Johnstown Breeze	Publications	ADM	6,874.96
Johnstown Downtown Dev. Assn.	Cinco De Mayo event	ADM	10,434.70
Johnstown Historical Society, Ltd	Meteorite Centennial reimbursement	ADM	683.09
Johnstown-Milliken Rotary Club	Dues	ADM	40.00
J-U-B Engineers, Inc.	South Tank construction	PW	28,446.30
JWO Engineering	Billback - Engineering services	PW	124,800.18
Kinsco, LLC	Uniforms	PD	333.97
Kissinger & Fellman P.C.	Legal services	ADM	1,192.00
L G Everist Inc	Paving materials	PW	27,880.62
Larimer County Sales Tax Administrator	Use Tax - Reimbursement	ADM	1,928.01
Law Office of Avi Rocklin LLC	Billback - Legal services	ADM	8,614.00
Law Office of Avi Rocklin LLC	Legal services	ADM	9,027.50
Lawson Products Inc	Supplies	PW	1,639.50
Lazar, Michael	Municipal Court Judge	ADM	1,650.00
Little Thompson Water District	Interconnects	PW	45.50
Loveland Barricade LLC	Supplies	PW	281.25
Loveland Ford-Lincoln	Vehicle maintenance	PD	887.20
Mac Equipment, Inc	Supplies	PW	1,737.15
Mares Auto Inc.	Vehicle repairs	PW/PD	600.00
McGeady Becher P.C.	Billback - Legal	ADM	1,610.95
MGS Incorporated	Equipment maintenance	PW	10,519.21
Microbac Laboratories Inc	Lab testing	PW	287.00
Mile High Elevator LLC	Elevator maintenance	PW	1,248.00
Miracle Recreation Equipment	Equipment maintenance	PW	13,423.58
Motorola Solutions, Inc.	Equipment	PD	1,306.10
Mountain West Vegetation Management Inc	Building maintenance	PW	960.00
Napa Auto Parts, Inc	Supplies	PW/PD	694.73
Office Depot Business Credit	Supplies	ALL	859.31
Ohlson Lavoie Corporation	Pool feasibility study	PW	6,895.11
Otak	Design services	PW	8,126.78
Paul's Plumbing & Heating	Equipment maintenance	PW	20,890.76
PK Safety Supply	Supplies	PW	589.67
Poudre Valley REA	Utilities	ALL	15,053.42
ProForce Law Enforcement	Supplies	PD	3,152.50
Quality of Life & Safety Designs LLC	Fire safety	ADM	25.00

<u>Vendor</u>	<u>Description</u>	<u>Dept</u>	<u>Amount</u>
Raftelis	Water rate study	PW	7,958.75
RD3	YMCA repairs	PW	2,843.75
Recreational Electrical	New car upfits	PD	86,360.00
Redi Services, LLC	Port o lets	PW	1,600.00
Rhinehart Oil Co., Inc.	Fuel	PW	8,496.37
Ron Turley Associates Inc	Software	PW	4,637.00
SAFEBuilt LLC Lockbox # 88135	Inspection services	PW	25,000.00
Shred Vault Colorado	Shredding	ADM	95.00
Striglos	Supplies	ADM	24.66
Summit Data Protection LLC	Computer services	ADM	4,755.00
Survival Armor	Supplies	PD	1,052.61
TDS	Phone/internet	ALL	2,855.14
Utility Refunds	Utility refund	ADM	81.97
The Home Depot/GECF	Supplies	PW	2,771.16
The Trainer's Edge, Ltd	Training	PD	750.00
Thirteen Fifty Apparel LLC	Uniforms	PD	30.00
Tier One Networking, LLC	Computer equipment	ADM	2,058.00
TimberLAN	IT services	ALL	14,150.00
T-Mobile	Cell phones	PD	32.91
TopShelf Printers	Uniforms	PD	101.66
Trane US	YMCA maintenance	ADM	225.00
UC Health Medical Group	Lab testing	PD	802.04
United Power, Inc	Utilities	ALL	772.69
United States Plastic Corp	Supplies	PW	17.30
USA Bluebook	Supplies	PW	1,586.12
Vector Disease Control	Mosquito spraying	PW	4,499.00
Waste Connections of Colorado Inc.	Trash services	PW	81,888.03
Weld County Dept of Public Health	Lab services	PW	618.00
Weld County Public Safety IT	Professional services	PD	192.36
Weld County Public Works Dept	Raw water line permits	PW	11,589.60
Work Zone Traffic Control LLC	Traffic control services	PW	537.50
Xcel Energy	Utilities	ALL	56,870.47
Xtra Air LLC	Equipment rental	PW	4,000.00
YMCA of Northern Colorado	Monthly support	ADM	41,666.67
Yost Cleaning	Monthly cleaning service	PW	3,362.66
			<u>1,289,992.41</u>



Town of Johnstown

MEMORANDUM

TO: Honorable Mayor and Town Council Members

FROM: Matt LeCerf, Town Manager

DATE: August 7, 2023

CC: Town Staff
Local Media

SUBJECT: Town Manager's Report

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

- 08/07/2023 – Regular Council Meeting
- 08/14/2023 – Work Session 6 p.m.
- 08/21/2023 – Regular Council Meeting

Administration, Finance, Planning, & Human Resources

- *Liquor Licensing* – Johnstown Liquors has applied for a Tasting Permit; Los Dos Garcia's Mexican Restaurant has applied for the renewal of their Hotel & Restaurant liquor license; Bonefish Grill has applied for a renewal of the Hotel & Restaurant liquor license. Perry's Pizza and Black Sheep have submitted a renewal for their liquor license.
- *Municipal Court* – 104 Cases were heard by Municipal Court in July 2023. Staff has fully moved to the EForce portal for all ticket processing.
- *Business Licenses* – Staff continues to work with Economic Development and BluDot to transition all business licensing to an online portal, which will be implemented in late Fall for all 2024 renewals.

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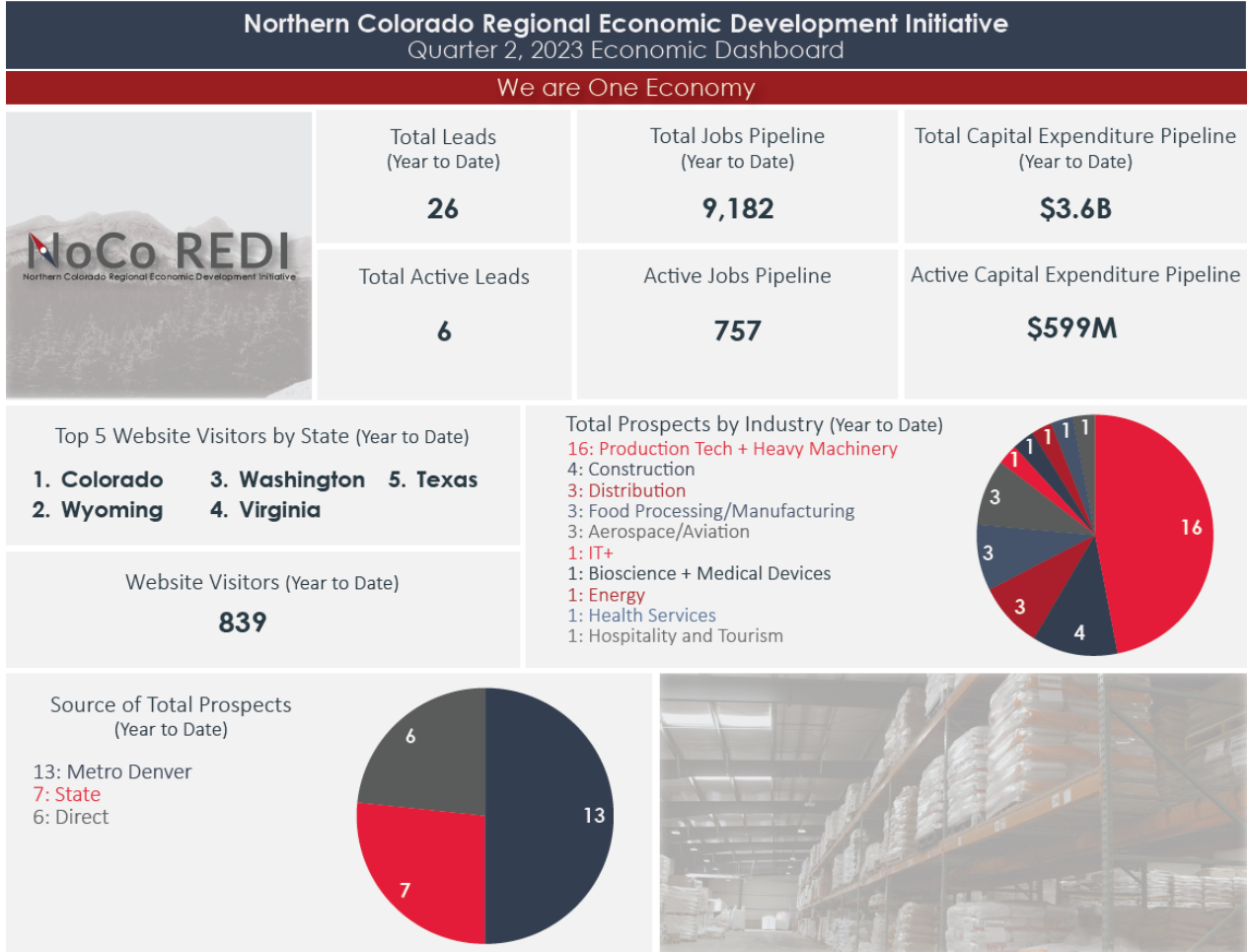
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- *Town of Johnstown, Weld County & Via Mobility Partnership* – The planned partnership with the above referenced entities has begun effective August 1, 2023. This enables for residents of Johnstown to receive transportation services for individuals 55+. The service will run Monday – Friday 8 am – 4:30 pm. Funding is provided by the Town, Weld County and an MMOF grant to provide the service. This service is expected for 2 years. Marketing and awareness material to meet those in need are expected in a couple of weeks to more effectively communicate this service.
- *2024 Budget* – The 2024 Budget process has begun. Department budgets have been submitted and budget meetings are scheduled with individual department heads during the month of August.
- *Johnstown YMCA Construction* – The contract awarded during the last regular Council Meeting will begin on August 14. The anticipated completion date is October 9.
- *Special Events* – The BBQ Day committee has submitted an application for BBQ Day Take 2, on September 8, 2023. This will include the fireworks and music.
- *Pool Committee* – The pool committee met with consultants on Tuesday, July 25 to get a programming update, review and launch the pool survey, and discuss master planning for each of the sites.
- *Strategic Planning* – The leadership team met on July 20 for an all-day work session on the strategic plan. The day was spent reviewing our pillars and goals and how they line up with the feedback that we received from the community and staff. Next step is to compile and prioritize action items.
- *Water Rate Study* – Staff met with the consultants on July 18. The study is progressing as expected. We anticipate trying to schedule a work session with Council to discuss recommendations in September.
- *Hiring* – The Town welcomed a new Police Cadet who will be attending the Academy this fall to obtain her POST certification. We made an offer to a video operator for Council meetings. An internal Officer was recently promoted to Sergeant to fill an existing vacancy. We are currently searching for more Police Officers.
- *Weld County* – Staff has been coordinating with the County on haul routes related to the proposed Loveland Ready Mix site and Mountain View oil and gas drill site located east along WCR 48 1/2.
- *DOLA EIAF Grant* – The Town closed out a 2021 Energy Impact grant from DOLA that reimbursed the Town at 50% on the recent update to the Land Use & Development Code.
- *Northern CO Regional Economic Development Initiative (NoCO REDI)* – Town Staff continues to work in partnership with our regional economic development partners and communities to ensure the long-term vitality and growth of Northern Colorado. Below is a snapshot of prospect activity (as of Q2) which provides information on the types of industries (business types) that are actively looking for sites in Northern Colorado including their estimated job growth creation and capital expenditure. As of July, the Town of Johnstown has submitted sites for 10 prospects. The Town only submits sites for prospects that meet the Town’s desired industry type and when a site meets the prospects real estate requirements.

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- *Business of the Month (BOTM)* – The BOTM for July was Maven’s Smile Design. Staff plans to announce the BOTM for August during the August 7, Town Council meeting. Town Staff has also revamped the print and digital material for the BOTM program which includes the sandwich board sign, Facebook posts, and award certificate.
- *Downtown Johnstown Branding & Wayfinding Project Update* – In July, Town Council awarded Ad Light Group the contract to begin fabrication and installation of Phase 1 of the Downtown Wayfinding signage. A total of 3 signs will be fabricated and installed by Q1 2024. Town Staff is working with the selected fabricator to ensure project completion and currently the sculptural ‘J’ sign is in production with an installation date in early September.

Phase 1: Signage Types



- 508 Compliance and Website Accessibility – The Communications Office continues to work on 508 website compliance and Town digital environment compliance. Having a website that is 508 compliant and that follows WCAG Guidelines 2.0 is important for the Town of Johnstown because it provides more equal access to information and promotes transparency. Our department has made significant progress in improving our digital environment, boosting the accessibility rating of the website by more than 10% since the start of the year.

Communications Dept.

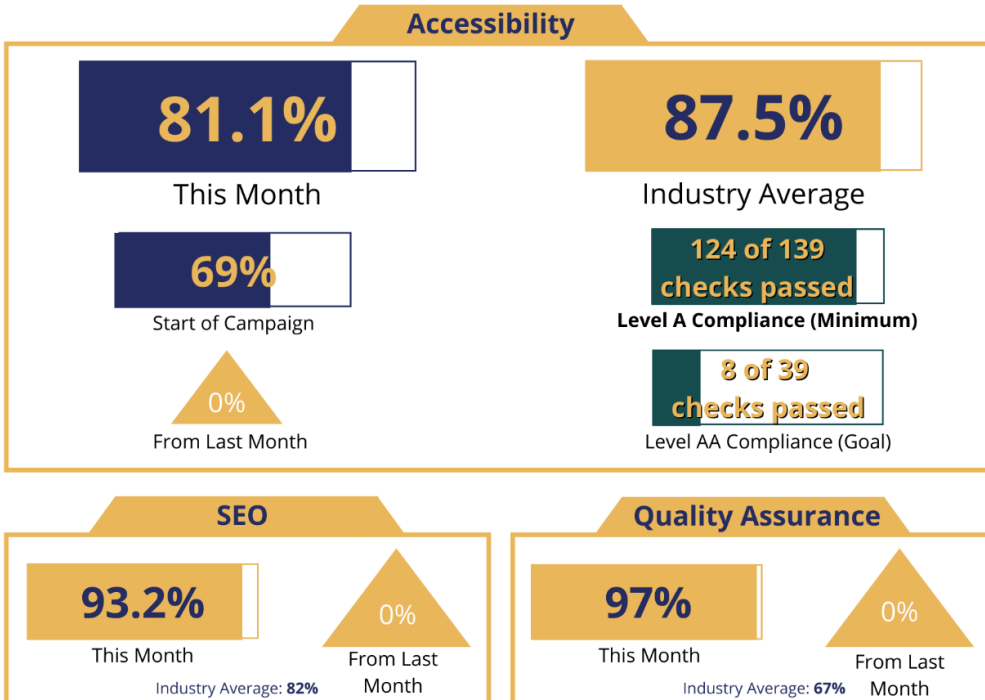
Web Presence Stats - July 2023



Website: johnstownco.gov | Newsletter: johnstown.colorado.gov/newsletter
 Town Facebook: @TownofJohnstown | Twitter: @JohnstownColo | Instagram: @Johnstowncolorado
 JPD Facebook: @JohnstownPoliceDepartment | JPD Twitter: @JohnstownPD

Communications Dept.

Accessibility Stats - July 2023



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- Town Communication Tools* – The Town maintains a diverse set of communications tools, including social media, a newsletter, email communications, and the website. Our Facebook and Instagram followings continue to grow steadily while increasing engagement with our core audience. The new Town email lists continue to add subscribers and boast fantastic engagement numbers: according to the Town’s email vendor, Constant Contact, the average open rate for government organizations is 35.45%.

Communications Dept.

Email List Stats - July 2023

Town News Releases			
<p style="text-align: center; margin: 0;">Purpose</p> <p style="margin: 0;">Keep residents informed of community news and alerts in a timely fashion.</p>	<p style="margin: 0;">Subscribers</p> <p style="margin: 0; font-size: 1.2em; font-weight: bold;">177</p>	<p style="margin: 0; text-align: center;">▲ 21 from last month</p>	<p style="margin: 0;">Open Rate</p> <p style="margin: 0; font-size: 1.2em; font-weight: bold;">N/A</p> <p style="margin: 0; text-align: center;">▲ N/A from last month</p>
Town Meetings & Events			
<p style="text-align: center; margin: 0;">Purpose</p> <p style="margin: 0;">Increase awareness of, and engagement with, Town meetings and events in the community.</p>	<p style="margin: 0;">Subscribers</p> <p style="margin: 0; font-size: 1.2em; font-weight: bold;">140</p>	<p style="margin: 0; text-align: center;">▲ 21 from last month</p>	<p style="margin: 0;">Open Rate</p> <p style="margin: 0; font-size: 1.2em; font-weight: bold;">68%</p> <p style="margin: 0; text-align: center;">▼ 1% from last month</p>
Town Job Opportunities			
<p style="text-align: center; margin: 0;">Purpose</p> <p style="margin: 0;">Increase awareness of employment opportunities amongst potential local talent.</p>	<p style="margin: 0;">Subscribers</p> <p style="margin: 0; font-size: 1.2em; font-weight: bold;">81</p>	<p style="margin: 0; text-align: center;">▲ 12 from last month</p>	<p style="margin: 0;">Open Rate</p> <p style="margin: 0; font-size: 1.2em; font-weight: bold;">N/A</p> <p style="margin: 0; text-align: center;">▲ N/A from last month</p>
RFPs Available			
<p style="text-align: center; margin: 0;">Purpose</p> <p style="margin: 0;">Spread awareness of upcoming Town projects and Requests For Proposal.</p>	<p style="margin: 0;">Subscribers</p> <p style="margin: 0; font-size: 1.2em; font-weight: bold;">86</p>	<p style="margin: 0; text-align: center;">▲ 11 from last month</p>	<p style="margin: 0;">Open Rate</p> <p style="margin: 0; font-size: 1.2em; font-weight: bold;">N/A</p> <p style="margin: 0; text-align: center;">▲ N/A from last month</p>

- Community Engagement Events* – Town Staff engaged with the community in June and July at BBQ Day, the Johnstown/Milliken PRIDE event, the PD SHRED event, and a Touch-a-Truck held at Town Hall on July 22. These events serve as a great opportunity for Town Staff and Town Council to engage with residents, businesses, and visitors. Sharing Town information with residents and meeting the community where they are is a priority for the Town and promotes engagement and transparency.
- Communications Staff Training* – Jamie Barker, Communications Manager, recently completed the Master PIO course with FBI LEEDA. This course focused on strategic decision making related to communications within the community, specifically for Law Enforcement.

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Police Department

Training:

- *NASRO Training* – Officer Nield attended the National School Resource Officer (NASRO) Conference in Indianapolis, Indiana. Keynote presenters included Retired Deputy Chief AJ DeAndrea (Arvada PD), Dr. Bernie James, Professor of Law from Pepperdine University and Molly Hudgens, Congressional Medal of Honor Foundation's Citizens award winner for her actions in preventing a school shooting.
- *Less Lethal Instructor Certification* – Officer Kelley attended less lethal instructor training. This certification allows the police department to conduct in-house certification training to train officers the use of less lethal shotguns and other impact munitions.
- *Active Shooter Training* – JPD Officers attended Active Shooter Training with Larimer County Sheriff's Office at Wellington Middle/High School.
- *Red Dot Training* – Officers attended an in-house handgun red-dot training taught by Officer Morgan. Red Dot sights are holographic sights mounted to the officer's sidearm which allows for much quicker and more accurate target acquisition.

Community Policing, Outreach & Miscellaneous Items:

- *Child Trafficking Prostitution Operation* – Johnstown PD's Detective Division led and conducted a multijurisdictional child prostitution operation. Four adult males were arrested during the operation on child sex related crimes. JPD was assisted by the Larimer County Sheriff's Office, Windsor Police Department, Fort Collins Police Department, the Colorado Bureau of Investigation and the U.S Department of Homeland Security Investigations Branch (HSI).
- *Coffee with a Cop* – JPD officers were hosted by Starbucks for "Coffee with a Cop." Officers and our co-responder met with citizens to answer questions and help serve a few drinks from behind the bar.



- *New School Resource Officer Vehicle* – JPD, in partnership with Roosevelt High School rolled out its custom designed School Resource Officer marked patrol car. The graphics of this vehicle are done with the school colors and displays the "Roosevelt High" logo.

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Public Works

- Crews completed 37 work orders this review period consisting of flood cleanup, construction inspections, street sweeping, gravel road grading, filling potholes, road sign repair, funerals, and a variety of other street and grounds related work.
- *Highway 60 and Carlson Traffic Signal* – The contractor is expecting the final materials for this project sometime between August 10 – 14. Provided this arrive during this time, they will complete the work in about 10 days. At that time testing and full operation of the signal will proceed. The estimated full operation of the signal is hopefully not later than August 25.
- *Charlotte Street Improvements* – The contractor continues to work with the full width street closure from Greeley and Jay. The water line installation and testing has been completed.
- *Road Construction* – The frontage road is complete and open to traffic with minor landscape work still in progress. As part of continued road construction, work is now starting on CR 18 and CR 3E intersection. Delays may be experienced in this general area.

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Utilities

- *Treatment*
 - WTP:
 - Average Daily Flows for July: 4.182 MGD
 - Working on scheduling the GAC media change out as the total organic carbon is going down.
 - Interconnects have been utilized off and on the last two weeks to allow for Operators to take the filters offline to backwash them and keep up with the demand on the plant with the increased flows during the daytime.
 - Low Point WWTP:
 - Average Daily Flows: 0.41 MGD
 - New generator has been load tested and is now online.
 - New membrane process train is water tested and is ready for service.
 - New headworks and EQ basin training has been completed for tie into current process 7/31.
 - Central WWTP:
 - Average Daily Flows: 0.70 MGD
 - Additional aeration mixers placed in Lagoon 1 to increase circulation of influent flow.
 - Current east aerator curtain motor in Lagoon 1 was repaired and is operational utilizing the parts from the aerator in Lagoon 2.
 - Decommissioning of Lagoon 3 has begun and most of the sludge has been dewatered and removed.
- *Sewer Collection & Water Distribution*

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- Locates: 740 tickets with 141 of those going through the new BOSS811 software system.
- Meters: 37 new installs, 5 Replacements
- Non-functional 12" & 10" PRV's were replaced near Telep and SH60 intersection in addition to the repair of an 8" PRV at Telep and N 3rd St.
- Sanitary sewer backup was identified by a local business in the sewer behind Ace Hardware. Condition of line is warranting an emergency lien replacement.
- *Inspections*
 - 3,950' water main installed and tested
 - 5,683' sewer main installed and tested
 - 325' water lines for fire installed
 - 83 water/sewer inspections
- *GIS*
 - Added 11.3 miles of water lines.
 - Added 1.1 miles of wastewater lines.
 - 2,461 water meters and 6,542 water meters have been added to the maps.
- *Capital Projects*
 - *Raw Water Transmission* – The design engineer is continuing to work with Town Staff to set the final alignment from Lone Tree to the Water Treatment Plant. The primary focus is between Lone Tree Reservoir and Hwy 287 which has multiple constraints. The Town and the design engineer have been coordinating with property owners, Home Supply Ditch Company, the TPC golf course, and utility providers to coordinate the design. Meetings have been held with neighboring jurisdictions to determine their review and permitting processes.
 - *South Water Tank* – Some miscellaneous punch list items are being completed by the contractor. Once the south tank pipeline passes all testing on the water main, the tank will be filled and tested before being brought into service.
 - *South Water Tank Distribution Pipeline* – The contractor is continuing to test the mainline. There have been a few failed tests that the contractor and Town Staff are coordinating. Once all testing is completed, the line will be brought into service.
 - *Water Treatment Plant Expansion* – The design engineer has submitted the 60% design drawings for the expansion. Town Staff, the CMAR, and the Town's Owners Representative are working to submit comments on the 60% design and construction documents. Town Staff and the CMAR are working on schedule, budget, and a construction contract based on the 60% design.
 - *North Interceptor* – The contractor has completed pouring the walls for the wet well and overflow vault. The contractor continues to work on concrete and rebar installation for the lift station. Mainline installation will start back up in September. Staff is continuing to work on easement acquisition over the summer to ensure all easements are in place for work to commence once irrigation and farming has finished for the season.

- *Central Wastewater Treatment Plant* – Site grading is underway including the excavation of a new lift station and some of the process basins. Staff will continue to work with the contractor and design engineer throughout construction on permitting and construction progress. The contractor has restarted decommissioning of Lagoon #3 (the southwest lagoon) now that the rains have subsided a bit.
- *State Highway 60 Waterline* – Through 2023 Town Staff will work with the design engineer on final alignment and obtaining all necessary easements, agreements, and permits. The design engineer continues working on survey and utility locations to determine the best alignment for the new water main.



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: August 7, 2023

SUBJECT: Resolution 2023-30: Allocating Revenues Collected From The Library And Cultural Facilities Development Fee Between Library And Cultural Purposes

ACTION PROPOSED: Consider the Resolution as Presented

ATTACHMENTS: 1. Resolution 2023-30

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is Resolution 2023-30 which would establish a new distribution for the Library and Cultural Facilities Impact Fee. In 2022, the Town Council adopted new Impact Fees for a 5-year term based on a study completed by WEL Consulting, Inc. One of the updated impact fee types is a Library & Cultural Impact Fee which based on the study recommended a very moderate increase in the first year by \$55 dollars for a Single-Family Equivalent (SFE). The rate for 2023 currently is \$1,266. There has been an expressed interest in diversifying our cultural amenities to include both Public Art and Historical elements to compliment the Library component. The resolution presented would redistribute the Library and Cultural Impact Fee based on proportionate rates as follows:

Capital Use	Percentage	Dollar Amount for Remainder of 2023
Library	50%	\$633.00
Public Art	40%	\$506.40
Historical Applications	10%	\$126.60

Approval of the resolution as detailed would make this distribution effective October 1, 2023. It would continue until Council chooses to modify the distribution as it deems necessary and appropriate. As part of this realignment, the Town will plan to work with Council and the Community to establish an Art Program and Committee to establish a great Public Art presence

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in the community. The funding will also be used for Historical projects that benefit the community including, but not limited to the Parish House and other opportunities as they become available. The outcomes will create a more robust cultural development in the community.

LEGAL ADVICE:

The Town Attorney drafted the resolution.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Staff supports approval of Resolution 2023-30 as presented.

SUGGESTED MOTIONS:

For Approval: I move to approve Resolution 2023-30 as presented.

For Denial: I move to deny Resolution 2023-30 as presented.

Reviewed and Approved for Presentation,



Town Manager

**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2023-30**

**ALLOCATING REVENUES COLLECTED FROM THE LIBRARY AND
CULTURAL FACILITIES DEVELOPMENT FEE BETWEEN LIBRARY AND
CULTURAL PURPOSES**

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

WHEREAS, by Ordinance 2021-221, as set forth in Section 17-227 of the Johnstown Municipal Code, the Town Council adopted an amended Library and Cultural Facilities Development Fee; and

WHEREAS, the Town Council desires to equitably allocate the revenue collected from the Library and Cultural Facilities Development Fee between library and cultural purposes; 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:

Section 1. Revenues collected from the Library and Cultural Facilities Development Fee shall be allocated as follows:

- Library - 50%;
- Public Art - 40%; and
- Historical Society - 10%.

Section 2. This Resolution shall be effective October 1, 2023.

PASSED, SIGNED, APPROVED, AND ADOPTED THIS ___ day of August, 2023.

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
Hannah Hill, Town Clerk

By: _____
Troy D. Mellon, Mayor



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

- AGENDA DATE:** August 7, 2023
- SUBJECT:** **Public Hearing** – New Hotel & Restaurant Liquor License Application for Cocina & Cantina
- ACTION PROPOSED:** Consider the Liquor License Application
- ATTACHMENTS:**
1. Application for a new Hotel & Restaurant License
 2. Results of the Liquor License Needs and Desires Petition
 3. Report from Police Department
 4. Order Granting Hotel & Restaurant License
 5. Vicinity map
 6. Preliminary Findings
 7. Affidavit of Posting
- PRESENTED BY:** Hannah Hill, Town Clerk
-

AGENDA ITEM DESCRIPTION:

This item is a public hearing to receive comments regarding the proposed Hotel & Restaurant liquor license for Cocina & Cantina III, dba Cocina & Cantina Mexican Restaurant, located at 30 Gateway Dr Unit 2, Berthoud, CO. When approving or denying an application, the Council acts as the local licensing authority and must consider if the reasonable requirements of the defined neighborhood are not presently being met by existing establishments, the desires of the adult inhabitants, and the number, type and availability of other similar liquor establishments located in or near the petitioned neighborhood as well as the moral character of the applicants.

LEGAL ADVICE:

The Town Attorney has reviewed the documents submitted.

FINANCIAL ADVICE:

The applicant has paid all the applicable fees.

The Community That Cares

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RECOMMENDED ACTION:

Consider issuing a Hotel & Restaurant Liquor License to Cocina & Cantina Mexican Restaurant.

SUGGESTED MOTIONS:

For Approval: I move to approve the Hotel & Restaurant Liquor License to Cocina & Cantina Mexican Restaurant and authorize the Mayor to sign the Order Granting a Hotel & Restaurant License.

For Denial: I move to deny approval of the Hotel & Restaurant Liquor License to Cocina & Cantina Mexican Restaurant.

Reviewed and Approved for Presentation,



Town Manager

Colorado Liquor Retail License Application

New License
 New-Concurrent
 Transfer of Ownership
 State Property Only
 Master file

• All answers must be printed in black ink or typewritten
 • Applicant must check the appropriate box(es)
 • Applicant should obtain a copy of the Colorado Liquor and Beer Code: SBG.Colorado.gov/Liquor

1. Applicant is applying as a/an
 Individual
 Limited Liability Company
 Association or Other
 Corporation
 Partnership (includes Limited Liability and Husband and Wife Partnerships)

2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation FEIN Number
 Cocina & Cantina III LLC [REDACTED]

2a. Trade Name of Establishment (DBA) State Sales Tax Number Business Telephone
 Cocina & Cantina Mexican Restaurant 95417603 720-378-3059

3. Address of Premises (specify exact location of premises, include suite/unit numbers)
 30 Gateway dr unit #2

City County State ZIP Code
 Berthoud Weld CO 80513

4. Mailing Address (Number and Street) City or Town State ZIP Code
 30 Gateway dr unit #2 Berthoud CO 80513

5. Email Address
 [REDACTED]

6. If the premises currently has a liquor or beer license, you must answer the following questions

Present Trade Name of Establishment (DBA)	Present State License Number	Present Class of License	Present Expiration Date

Section A Nonrefundable Application Fees*	Section B (Cont.) Liquor License Fees*
<input checked="" type="checkbox"/> Application Fee for New License \$1,100.00 <input type="checkbox"/> Application Fee for New License w/Concurrent Review \$1,200.00 <input type="checkbox"/> Application Fee for Transfer \$1,100.00	<input type="checkbox"/> Liquor-Licensed Drugstore (County) \$312.50 <input type="checkbox"/> Lodging & Entertainment - L&E (City) \$500.00 <input type="checkbox"/> Lodging & Entertainment - L&E (County) \$500.00 <input type="checkbox"/> Manager Registration - H & R \$30.00 <input type="checkbox"/> Manager Registration - Tavern \$30.00 <input type="checkbox"/> Manager Registration - Lodging & Entertainment \$30.00 <input type="checkbox"/> Manager Registration - Campus Liquor Complex \$30.00 <input type="checkbox"/> Optional Premises License (City) \$500.00 <input type="checkbox"/> Optional Premises License (County) \$500.00 <input type="checkbox"/> Racetrack License (City) \$500.00 <input type="checkbox"/> Racetrack License (County) \$500.00 <input type="checkbox"/> Resort Complex License (City) \$500.00 <input type="checkbox"/> Resort Complex License (County) \$500.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (City) \$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (County) \$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (State) \$160.00 <input type="checkbox"/> Retail Gaming Tavern License (City) \$500.00 <input type="checkbox"/> Retail Gaming Tavern License (County) \$500.00 <input type="checkbox"/> Retail Liquor Store License-Additional (City) \$227.50 <input type="checkbox"/> Retail Liquor Store License-Additional (County) \$312.50 <input type="checkbox"/> Retail Liquor Store (City) \$227.50 <input type="checkbox"/> Retail Liquor Store (County) \$312.50 <input type="checkbox"/> Tavern License (City) \$500.00 <input type="checkbox"/> Tavern License (County) \$500.00 <input type="checkbox"/> Vintners Restaurant License (City) \$750.00 <input type="checkbox"/> Vintners Restaurant License (County) \$750.00
Section B Liquor License Fees*	
<input type="checkbox"/> Add Optional Premises to H & R \$100.00 X Total _____ <input type="checkbox"/> Add Related Facility to Resort Complex \$75.00 X Total _____ <input type="checkbox"/> Add Sidewalk Service Area \$75.00 <input type="checkbox"/> Arts License (City) \$308.75 <input type="checkbox"/> Arts License (County) \$308.75 <input type="checkbox"/> Beer and Wine License (City) \$351.25 <input type="checkbox"/> Beer and Wine License (County) \$436.25 <input type="checkbox"/> Brew Pub License (City) \$750.00 <input type="checkbox"/> Brew Pub License (County) \$750.00 <input type="checkbox"/> Campus Liquor Complex (City) \$500.00 <input type="checkbox"/> Campus Liquor Complex (County) \$500.00 <input type="checkbox"/> Campus Liquor Complex (State) \$500.00 <input type="checkbox"/> Club License (City) \$308.75 <input type="checkbox"/> Club License (County) \$308.75 <input type="checkbox"/> Distillery Pub License (City) \$750.00 <input type="checkbox"/> Distillery Pub License (County) \$750.00 <input type="checkbox"/> Hotel and Restaurant License (City) \$500.00 <input type="checkbox"/> Hotel and Restaurant License (County) \$500.00 <input checked="" type="checkbox"/> Hotel and Restaurant License w/one opt premises (City) \$600.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County) \$600.00 <input type="checkbox"/> Liquor-Licensed Drugstore (City) \$227.50	

*** Note that the Division will not accept cash**

Questions? Visit: SBG.Colorado.gov/Liquor for more information

Do not write in this space - For Department of Revenue use only

Liability Information			
License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$

Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable. **Questions? Visit: SBG.Colorado.gov/Liquor for more information**

Items submitted, please check all appropriate boxes completed or documents submitted

I. Applicant information

- A. Applicant/Licensee identified
- B. State sales tax license number listed or applied for at time of application
- C. License type or other transaction identified
- D. Return originals to local authority (additional items may be required by the local licensing authority)
- E. All sections of the application need to be completed
- F. Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Retail License Application

II. Diagram of the premises

- A. No larger than 8 1/2" X 11"
- B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.)
- C. Separate diagram for each floor (if multiple levels)
- D. Kitchen - identified if Hotel and Restaurant
- E. Bold/Outlined Licensed Premises

III. Proof of property possession (One Year Needed)

- A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk
- B. Lease in the name of the applicant (or) (matching question #2)
- C. Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant
- D. Other agreement if not deed or lease. (matching question #2)

IV. Background information (DR 8404-I) and financial documents

- A. Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members)
- B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved state vendor.
Do not complete fingerprint cards prior to submitting your application.
The Vendors are as follows:
IdentoGO – <https://uenroll.identogo.com/> Phone: 844-539-5539 (toll-free)
Colorado Fingerprinting – <http://www.coloradofingerprinting.com>
Appointment Scheduling Website: <http://www.coloradofingerprinting.com/cabs/>
Phone: 720-292-2722 Toll Free: 833-224-2227
Details about the vendors and fingerprinting in Colorado can be found on CBI's website here:
<https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks>
- C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license
- D. List of all notes and loans (Copies to also be attached)

V. Sole proprietor/husband and wife partnership (if applicable)

- A. Form DR 4679
- B. Copy of State issued Driver's License or Colorado Identification Card for each applicant

VI. Corporate applicant information (if applicable)

- A. Certificate of Incorporation
- B. Certificate of Good Standing
- C. Certificate of Authorization if foreign corporation (out of state applicants only)

VII. Partnership applicant information (if applicable)

- A. Partnership Agreement (general or limited).
- B. Certificate of Good Standing

VIII. Limited Liability Company applicant information (if applicable)

- A. Copy of articles of organization
- B. Certificate of Good Standing
- C. Copy of Operating Agreement (if applicable)
- D. Certificate of Authority if foreign LLC (out of state applicants only)

IX. Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application

- A. \$30.00 fee
- B. If owner is managing, no fee required

Name	Type of License	Account Number		
<p>7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>				
<p>8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):</p> <p style="margin-left: 20px;"> a. Been denied an alcohol beverage license? <input type="checkbox"/> <input checked="" type="checkbox"/> b. Had an alcohol beverage license suspended or revoked? <input type="checkbox"/> <input checked="" type="checkbox"/> c. Had interest in another entity that had an alcohol beverage license suspended or revoked? <input type="checkbox"/> <input checked="" type="checkbox"/> </p> <p>If you answered yes to 8a, b or c, explain in detail on a separate sheet.</p>				
<p>9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail. <input type="checkbox"/> <input checked="" type="checkbox"/></p>				
<p>10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary? <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p style="text-align: right; margin-right: 50px;">or Waiver by local ordinance? <input type="checkbox"/> <input type="checkbox"/> Other: _____</p>				
<p>11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. <input type="checkbox"/> <input checked="" type="checkbox"/></p>				
<p>12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. <input type="checkbox"/> <input checked="" type="checkbox"/></p>				
<p>13. a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016? <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p style="margin-left: 20px;">b. Are you a Colorado resident? <input checked="" type="checkbox"/> <input type="checkbox"/></p>				
<p>14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee. <input checked="" type="checkbox"/> <input type="checkbox"/></p>				
<p>15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement? <input checked="" type="checkbox"/> <input type="checkbox"/></p> <p style="margin-left: 20px;"><input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) <u>leased with intent to buy</u></p> <p style="margin-left: 20px;">a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:</p>				
Landlord	Tenant	Expires		
<u>Hulson Properties LLC</u>	<u>Cocina i Cantina 111 LLC</u>	<u>9-31-27</u>		
<p>b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16. <input type="checkbox"/> <input checked="" type="checkbox"/></p>				
<p>c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".</p>				
<p>16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.</p>				
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
<u>NA</u>				
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
<u>NA</u>				
<p>Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.</p>				
<p>17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p style="margin-left: 20px;">Has a local ordinance or resolution authorizing optional premises been adopted? <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p style="margin-left: 40px;">Number of additional Optional Premise areas requested. (See license fee chart) <input type="text"/></p>				
<p>18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include is not limited to a statement of use, permit, easement, or other legal permissions.</p>				

Name	Type of License	Account Number
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19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:
 a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise?
If "yes" a copy of license must be attached.

20. Club Liquor License applicants answer the following: **Attach a copy of applicable documentation** Yes No
 a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?
 b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?
 c. How long has the club been incorporated?
 d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?

21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:
 a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)

22. Campus Liquor Complex applicants answer the following:
 a. Is the applicant an institution of higher education?
 b. Is the applicant a person who contracts with the institution of higher education to provide food services?
If "yes" please provide a copy of the contract with the institution of higher education to provide food services.

23. For all on-premises applicants.
 a. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.

Last Name of Manager <i>Voriega</i>	First Name of Manager <i>Alexandro</i>
--	---

24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number. Yes No

25. Related Facility - Campus Liquor Complex applicants answer the following:
 a. Is the related facility located within the boundaries of the Campus Liquor Complex?
 If yes, please provide a map of the geographical location within the Campus Liquor Complex.
 If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.
 b. Designated Manager for Related Facility- Campus Liquor Complex

Last Name of Manager	First Name of Manager
----------------------	-----------------------

26. Tax Information. Yes No
 a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?
 b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?

27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all **Officers, Directors, General Partners, and Managing Members**. In addition, applicant must list any stockholders, partners, or members with **ownership of 10% or more in the applicant**. **All persons listed below** must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.

Name	Home Address, City & State	DOB	Position	%Owned
<i>Ismael Gonzalez Ruiz</i>	[REDACTED]	[REDACTED]	<i>owner</i>	<i>100</i>
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned

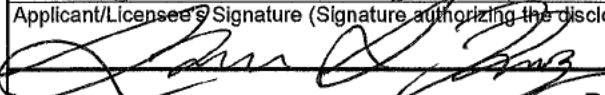
Tax Check Authorization, Waiver, and Request to Release Information

I, Ismael Gonzalez Ruiz am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Cocina ; Cantina Mexican Restaurant (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

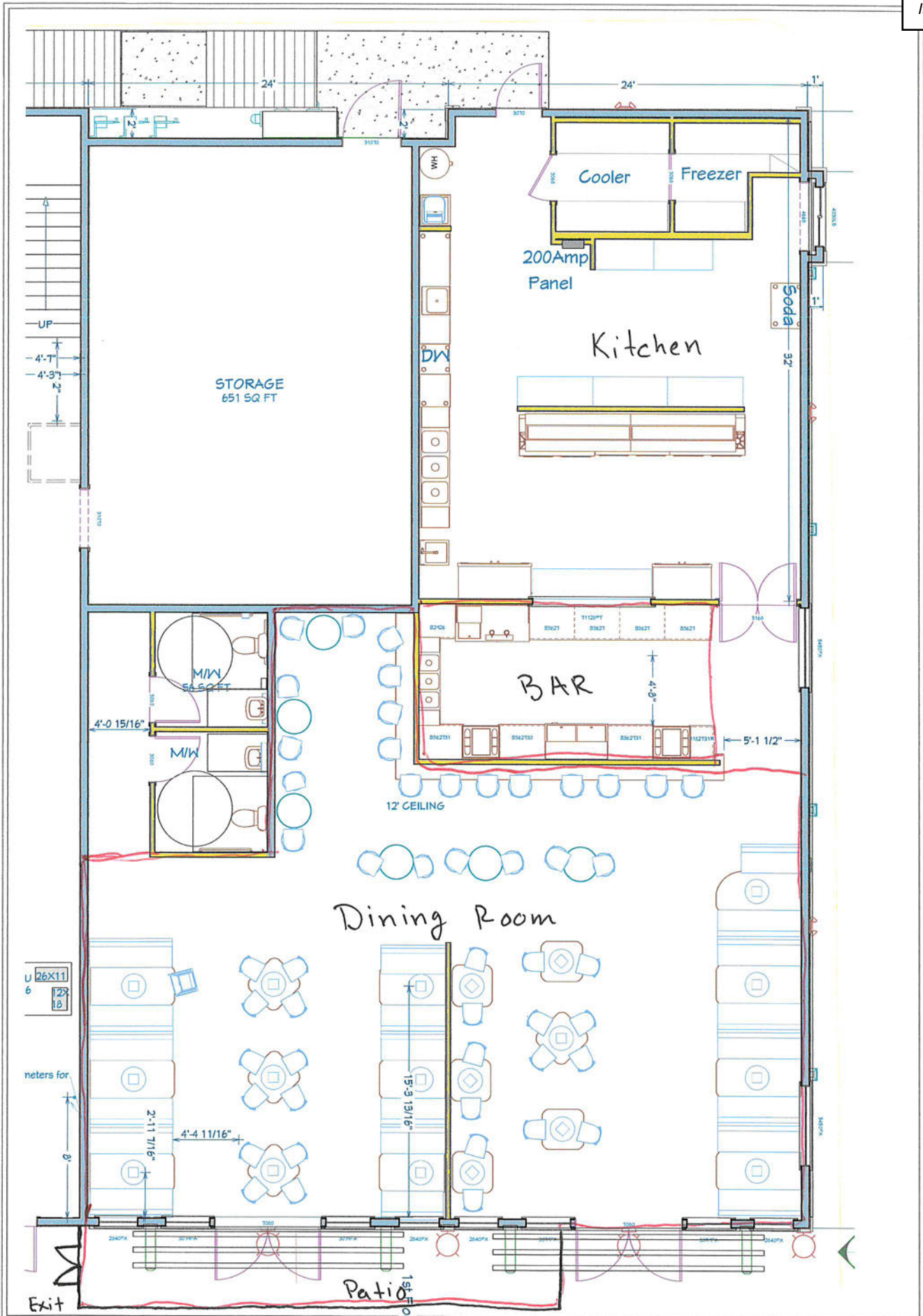
The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and its duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) <u>Cocina and Cantina Mexican Restaurant</u>		Social Security Number/Tax Identification Number [REDACTED]	
Address <u>30 Gateway dr unit #2</u>			
City <u>Berthoud</u>		State <u>CO</u>	Zip <u>80513</u>
Home Phone Number <u>NA</u>		Business/Work Phone Number [REDACTED]	
Printed name of person signing on behalf of the Applicant/Licensee <u>Ismael Gonzalez Ruiz</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) 			Date signed <u>10-10-22</u>

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).



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3

SHEET: P-1	SCALE:	DATE: 12/3/2021	DRAWINGS PROVIDED BY:
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Project Overview

REVISION TABLE
NUMBER DATE REVISION BY DESCRIPTION

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF DOCUMENT FILED

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office, the attached document is a true and complete copy of the

Articles of Organization

with Document # 20221833513 of
COCINA & CANTINA III LLC

Colorado Limited Liability Company

(Entity ID # 20221833513)

consisting of 2 pages.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/24/2022 that have been posted, and by documents delivered to this office electronically through 08/25/2022 @ 11:27:26.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 08/25/2022 @ 11:27:26 in accordance with applicable law. This certificate is assigned Confirmation Number 14265878



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****
Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

Hannah Hill

From: Alex Gonzalez <soccer_10alex@yahoo.com>
Sent: Friday, November 18, 2022 11:14 AM
To: Hannah Hill
Subject: liquor license locations

Hi Hannah,

The restaurants that Ismael has an existing liquor license are:

- Cocina & Cantina Mexican Restaurant @ 400 Mountain Ave Berthoud, CO 80513 (license # 42879100000)

Instructions: Please print this document for your records.

Item #15.

MyBizColorado

COLORADO DEPT OF REVENUE

Thank you for registering with the Colorado Department of Revenue!
Your electronic application has been received.
You will receive your Sales Tax License and/or Wage Withholding information in the mail in the next 10 business days.

You may use this receipt as a temporary Sales Tax License in the interim.

Filing Information

Your filing information is as follows

Date: 8/25/22

Name: COCINA & CANTINA III LLC

Address: 30 Gateway Dr Unit 2
Berthoud,
Colorado 80513-8945

Sales Tax Account Number: 95417603

Sales Tax Filing Frequency: Monthly (\$300 in taxes/month or more)

Wage Withholding Account Number: N/A

Wage Withholding Filing Frequency: N/A

Websites

State of Colorado: www.colorado.gov

Colorado Department of Revenue: www.colorado.gov/revenue

Colorado Department of Revenue Online Customer Support Site:
revenuestateco.custhelp.com

File and pay your sales tax online: www.colorado.gov/RevenueOnline

Register to pay by EFT: www.colorado.gov/revenue/eft

Please wait 2-3 business days while we validate your registration before attempting to access your account in Revenue Online. You will receive your license(s) in the mail within 10 business days. If you do not already have access to Revenue Online, you may use information from that letter to sign-up.

The logo consists of a dark blue stylized 'O' and 'P' combined into a single geometric shape. The 'O' is on the left, and the 'P' is on the right, with the two letters overlapping and sharing a vertical line.

**OEDIPUS
PETITIONING**

*Cocina & Cantina III,
LLC d/b/a Cocina &
Cantina Mexican
Restaurant*

**30 Gateway Dr., Unit 2,
Berthoud, CO 80513**

**Hotel and Restaurant
Liquor License**



PETITION SURVEYS
Liquor Licensing
Marijuana Licensing

July 24, 2023

Liquor Licensing Authority
 Johnstown, Colorado

Re: Petition/Opinion Poll to Determine Needs and Desires
 of the Defined Neighborhood in the Application of:

***Cocina & Cantina III, LLC d/b/a Cocina & Cantina
 Mexican Restaurant***

30 Gateway Dr., Unit 2, Berthoud, CO 80513

Hotel and Restaurant Liquor License

PETITION/OPINION POLL PROCEDURE

1. Under the direction and control of Oedipus Petitioning LLC management, the Oedipus Petitioning LLC contractors were briefed on the application.
2. The contractors carried a clipboard with the following:
 - A. Maps and cover pages of the area denoting the proposed location of the license and the boundaries of the defined neighborhood;
 - B. Petition signature pages allowing individuals contacted to indicate their opinion; and
 - C. A statistics sheet to record the opinion of those not signing and not-at-homes.
3. Business and residential petitioning was conducted on July 21, 2023 within the designated area prescribed by the City of Johnstown (see maps). The circulation packets have cover maps, and the areas in which each petition circulation/polling took place are outlined in highlighter. Included in this Report is a master circulation map outlining all areas where circulation/polling was conducted.
4. Individuals who were available in areas not posted as “No Soliciting, Private Property/No Trespassing” were contacted on a random sampling basis, were screened to identify them as parties in interest, and were asked their opinion after they had been informed of the applicant, site location, and type of license being applied for. Their opinion was either recorded on the petition format or on the statistics sheet.
5. Two (2) petition packets (one packet representing businesses and one packet representing residences) were pre-filed electronically and mailed with this Report on July 24, 2023, to Hannah Hill, Town Clerk, to comply with the pre-filing deadline.

**Note: The majority of businesses in the designated area consisted of inaccessible industrial or corporate buildings, including Arnold Machinery, Falcon Technologies, Dunrite, U.S. Engineering, etc. The petitioner was unable to get into these buildings or could not get in contact with a manager.*

PETITION/OPINION POLL RESULTS

1.	<u>Total Doorknocks:</u>		
	Not-at-Homes and/or Business Owners/Managers Not Available		135
	Not Qualified to Sign		2
	Neutral to Outcome		1
	Preferred to Not Participate		11
	Parties in Interest that Participated		64
	Deleted Signatures		<u>0</u>
	Total Base Figure		213
2.	<u>Qualified Contacts:</u>		
A.	<u>Signatures</u>		
	Signatures Favoring Issuance		64
	Businesses	1	
	Residences	63	
	Signatures Opposing Issuance		0
	Businesses	0	
	Residences	0	
	Total Contacts		64
B.	<u>Breakdown of Reasons of Signatures in Opposition:</u>		
	Not Needed or Desired	0	
	Abhorrence of Alcohol	0	
	Religious Objections	0	
	Usage Objections	0	
	Miscellaneous Reasons	0	
	No Reason Given	<u>0</u>	
	Total Signatures	0	

C. Breakdown of Signatures Favoring and Opposing:

Favoring Issuance (Based on Needs/Desires)	64	=	100.00%
Opposing Issuance (Based on Needs/Desires)	0	=	0.00 %
Abhorrence of Alcohol	0	=	0.00%
Religious Objections	0	=	0.00%
Usage Objections	0	=	0.00%
Other Miscellaneous Reasons	0	=	0.00%
No Reason Given	<u>0</u>	=	<u>0.00%</u>
Total Base Figure	64	=	100.00%

3. Needs and Desires Signatures:

Signatures Favoring Issuance (Based on Needs/Desires)	64	=	100.00%
Signatures Opposing Issuance (Based on Needs/Desires)	<u>0</u>	=	<u>0.00%</u>
Total Base Figure	64	=	100.00%

The petition packets are presented as follows: Cover maps, petitions, and affidavit.

#1 & #2 / Erin McCullough / Businesses & Residences

CATEGORIES OF SIGNATURES IN OPPOSITION

NN NEEDS & DESIRES CRITERIA:

Individuals opposed to the license application based on needs and desires criteria per the Colorado Liquor/Beer Codes (currently existing licensed establishments of a same or similar type of license now located within the defined neighborhood are meeting the reasonable requirements of the adult inhabitants of the defined neighborhood at this time).

N/A NON-USAGE OF ALCOHOL / ABHORRENCE OF ALCOHOL:

Individuals opposed to the license application because they do not drink alcohol beverages, do not approve of alcohol consumption, and/or abhor alcohol.

RO RELIGIOUS OBJECTIONS:

Individuals opposed to the license application based on religious beliefs/reasons.

OBJ USAGE OBJECTIONS:

Individuals opposed to the license application because of their fear or concern for the potential of parking problems, traffic problems, crime, noise, littering, undesirable people drawn to the area, loss of property value; or individuals who opposed this type of business or applicant, any type of commercial usage in the neighborhood, any new growth in the neighborhood; or, individuals who think this type of business (if issued a liquor/beer license) should not be located near a residential neighborhood, church, or school, etc.; or, individuals who opposed because they are against any alcohol service at this type of facility, location, or atmosphere; or, individuals who favor the service of beer and wine but oppose the service of distilled spirits (on H&R applications).

MS MISCELLANEOUS OBJECTIONS:

Individuals opposed to the license application for other miscellaneous reasons to include: fear or concern for the possibility of drunk drivers in the area, fear or concern of resulting behavioral problems, individuals who would purchase alcohol beverages then drink and drive, sales to minors/underaged drinking, the location becoming a teen hang-out and the problems that can arise from this, and the effect it could have on family values or their family in general because they have young children or teens; or, individuals who opposed because competition is not desired or how said business may affect the livelihood of existing businesses; or, individuals who compared the “needs and desires” criteria to existing licensed outlets other than the type of license applied for.

NR NO REASON GIVEN:

Individuals who preferred to not state a reason for opposing.

WELD Weld County PROPERTY PORTAL Property Information (970) 400-3650 Technical Support (970) 400-4357

Tools Identify Measure Draw Advanced

Layers Home Legend Results Rectangle Enable Snapping Select Snapping Layers Styles Edit Export Drawings

Parcels (1)

Owner: RED BARN LIQUOR
Account: P9106025 Parcel: 106103435001
Address: 30 GATEWAY DR BERTHOUD
Subdivision:
Section: 3 Township: 4N Range: 68W
[View Axes](#) [Property Report](#) [Data Search](#) [Buffer](#) [Sales](#)

Displaying 1 - 1 (Total: 1)

Page 1 of 1

Layers Parcels (1)

Basemaps

WKID: 4326 Lat/Long Lat: 40.32801° N Lon: 104.95341° W 0 0.1 0.2mi

 - **BUSINESSES**

 - **RESIDENCES**

 - **INACCESSIBLE**

PETITION TO THE LIQUOR LICENSING AUTHORITY OF JOHNSTOWN, COLORADO

Item #15.

APPLICANT/TRADE NAME: Cocina & Cantina III, LLC. d/b/a Cocina & Cantina Mexican Restaurant
SITE LOCATION: 30 Gateway Dr. Unit 2, Berthoud, CO 80513
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#	SIGNATURE	PRINTED NAME	ADDRESS	AGE	DATE	FAVOR	OPPOSE	REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION (Optional)
1.		Drew	4306 Onyx	33	7/21/23	✓		Marc options
2.		Emily Walker	4306 Onyx Pl	27	7/21/23	✓		Love Cantina & cocina!
3.		Jennifer Robinson	4312 Onyx Pl	39	7/21/23	✓		
4.		Robyn Neven	4400 Onyx Pl	49	7/21/23	✓		Love C&C!
5.		Carla Caur	4418 Onyx Pl	70	7/21/23	✓		
6.		Brandon Cashem	4431 Onyx Pl	43	7-21-23	✓		
7.		Tonya Fagan	4104 Onyx Pl	54	7-21-23	✓		
8.		JOHN LEE ROSS	404 GRANITE	77	7/21/23	✓		
9.		Kathy Ortiz	415 Granite	65	7/21/23	✓		
10.		Mackay Ortiz	415 Granite Way	71	7/21/23	✓		
11.		Desiree Roman	4359 Redrock Ln	38	7/21/23	✓		Ready for margaritas!!
12.		ALEX Lester	4405 Redrock Ln	21	7/21/23	✓		
13.		Tomas Diaz	4411 Redrock Ln	67	7.21.23	✓		
14.		Bret Kelsco	4417 Redrock Ln	35	7/21/23	✓		
15.		Thomas Ferrero	4423 Redrock Lane	21	7/21/23	✓		

PETITION TO THE LIQUOR LICENSING AUTHORITY OF JOHNSTOWN, COLORADO

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	SIGNATURE	PRINTED NAME	ADDRESS	AGE	DATE	FAVOR	OPPOSE	REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION (Optional)
1.	<i>Annie Carlson</i>	Annie Carlson	332 Sandstone Dr.	61	7-21-23	✓		
2.	<i>[Signature]</i>	ML APONTE	325 Sandstone Dr	72	7-21-23	✓		
3.	<i>Jenny Guntter</i>	Jenny Guntter	326 Sandstone	69	7/21/23	✓		
4.	<i>Santiago Yino</i>	Santiago Yino	255 Sandstone Dr.	59	7/21/23	✓		
5.	<i>Margarita Mendez</i>	Margarita Mendez	255 Sandstone Dr	58	7/21/23	✓		
6.	<i>Jennifer Soto</i>	Jennifer Soto	250 Sandstone Dr	49	7/21/23	✓		
7.	<i>Dennis J Borland</i>	Dennis J Borland	231 Sandstone Dr	50	7/21/23	✓		
8.	<i>Jenifer Borland</i>	Jenifer Borland	231 Sandstone Dr	49	7/21/23	✓		
9.	<i>Laura Weinmeister</i>	Laura Weinmeister	219 Sandstone Dr	58	7/21/23	✓		
10.	<i>Michael Lujan</i>	Michael Lujan	144 Sandstone Dr	65	7/21/23	✓		
11.	<i>Charlotte Lujan</i>	Charlotte Lujan	144 Sandstone Dr	66	7/21/23	✓		
12.	<i>Bri Bhebe Brooks</i>	Bri Bhebe Brooks	152 Alabaster Way	33	7-21-23	✓		
13.	<i>Mike Koury</i>	Mike Koury	218 Alabaster Way	83	7-21-23	✓		
14.	<i>Dee Koury</i>	Dee Koury	218 Alabaster Way	83	7-21-23	✓		
15.	<i>Eric Sperry</i>	ERIC SPERRY	236 ALABASTER WAY	49	7-21-23	✓		

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1.	<i>Keely Sperry</i>	Keely Sperry	236 Alabaster Way, ^{Johnstown} CO 80534 47	34	07/21/23	✓		
2.	<i>Ronald Gray</i>	Ronald Gray	4332 Cobblestone Ln.	52	7-21-23	✓		
3.	<i>Kathleen Moreno</i>	Kathleen Moreno	4326 Cobblestone Ln	75	7/26/23	✓		
4.	<i>Dan Goodrich</i>	Dan Goodrich	4320 Cobblestone Ln	46	7/21/23	✓		
5.	<i>Stephen Leach</i>	Stephen Leach	301 Granite Way	34	7/21/23	✓		
6.	<i>Anthony Spina</i>	Anthony Spina	319 Granite Way	37	7/21/23	✓		
7.	<i>Allison Watson</i>	Allison Watson	319 Granite Way	34	7/21/23	✓		
8.	<i>Melissa Wright</i>	Melissa Wright	325 Granite Way	52	7/21/23	✓		
9.	<i>Stephanie Wright</i>	Stephanie Wright	325 Granite Way	31	7/21/23	✓		
10.	<i>Kelly Tomlin</i>	Kelly Tomlin	4012 Fossil Dr.	36	7/21/23	✓		
11.	<i>Susan A Davis</i>	Susan A Davis	342 Fossil Dr	67	7/21/23	✓		
12.	<i>Donald W Long</i>	Donald W Long	325 Gemstone Ln	60	7/21/23	✓		
13.	<i>Jesus Enrique Gutierrez</i>	Jesus Enrique Gutierrez	405 Gemstone Ln	51	7/21/23	✓		
14.	<i>Veronica Campos</i>	Veronica Campos	402 Gemstone Ln	45	7/21/23	✓		
15.	<i>Damian Rymer</i>	Damian Rymer	402 Gemstone Ln	46	7/21/23	✓		

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1.		Dennis Campos	402 Genstone Ln	46	7/21/23	X		
2.		Tammie Doples	411 Moss Rock way	61	7/21/23	X		
3.		Rachelle Andre	348 Moss Rock way	36	7/21/23	X		
4.		Charles Andre	343 Moss Rock way	36	7/21/23	X		
5.		Derek Haugh	325 Moss Rock way	57	7/21/23	X		
6.		Scott Sunkind	301 Moss Rock way	60	7/21/23	X		
7.		Linda Garcia	332 Moss Rock way	61	7/21/23	X		
8.		Nick Stratton	350 Moss Rock way	46	7/21/23	X		
9.		Emily Stratton	350 Moss Rock way	45	7/21/23	X		
10.		Kathrin For Hokamp	412 Moss Rock way	38	7/21/23	X		
11.		Kathryn Hokamp	412 Moss Rock way	29	7/21/23	X		
12.		Loreen Landers	4048 Flagstone Dr	65	7/21/23	X		
13.		Jim Jones	323 Boulder ln	32	7-21-23	X		
14.		Ryan Hansjosten	415 Boulder Ln	43	7-21-23	X		
15.		Elle Gashette	415 Boulder Lane	32	7/21/23	X		

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#	SIGNATURE	PRINTED NAME	ADDRESS	AGE	DATE	FAVOR	OPPOSE	REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION (Optional)
1.	<i>Kara Schmidt</i>	Kara Schmidt	421 Boulder Ln.	39	7-21-23	X		
2.	<i>Yilaina Holt-Oun</i>	Yilaina Holt-Oun	404 Boulder Ln	39	7-21-23	X		
3.	<i>lan anderson</i>	LAN ANDERSON	347 BOULDER LN.	34	7-21-23	X		
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#	SIGNATURE	PRINTED NAME	TITLE (Owner/Mgr)	BUSINESS NAME	BUSINESS ADDRESS	AGE	DATE	FAVOR	OPPOSE	REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION (Optional)
1.	<i>CB</i>	<i>Chase Bagley</i>	<i>Manager</i>	<i>Red Bull Liquors</i>	<i>30 Gateway Drive Unit A</i>	<i>25</i>	<i>7/21/23</i>	<input checked="" type="checkbox"/>		
2.										
3.										
4.										
5.										
6.										
7.										
8.										
9.										
10.										

Cocina & Cantina III, LLC)
d/b/a Cocina & Cantina Mexican Restaurant)
30 Gateway Dr., Unit 2,)
Berthoud, CO 80513)
Hotel and Restaurant Liquor License)

AFFIDAVIT

I, SPIN McCullough, an agent of Oedipus Petitioning, LLC, circulated petition(s) in the above matter;

THAT I explained to potential signers of the petition the type of license being applied for, the proposed license location, the applicant's name and tradename (if applicable), the survey issue and the qualifications for signing the petition;

THAT I gave signers of the petition the opportunity to read, or have read to them, the petition in its entirety and understand its meaning;

THAT I personally witnessed each signature appearing on the attached petition(s);

THAT to the best of my knowledge, the information (name, address, age) written on the petition by the individual signing same is true and valid;

THAT no promises, threats, or inducements were made on my part in the presentation of this petition;

THAT each signature was voluntarily given; and

THAT I personally have no financial interest or equity in the establishment named in this application pursuant to C.R.S. 44-3 or C.R.S. 44-4, the Colorado Liquor and Beer Codes.

FURTHER THE AFFIANT SAYETH NOT.

SPIN McCullough

SIGNATURE

SPIN McCullough

PRINTED NAME

STATE OF COLORADO) ss.
COUNTY OF Denver)

Subscribed and sworn to before me this 24th day of July, 2023.



Kelley Kiesling
NOTARY PUBLIC

TOWN COUNCIL DATE: December 5, 2022

TOWN OF JOHNSTOWN POLICE DEPARTMENT

Information Hotel and Restaurant Liquor Application

- Name and address of Applicant} Cocina & Cantina III LLC
30 Gateway Dr. Unit 2
Berthoud, CO 80513

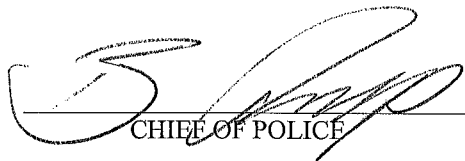
- 1. Trade Name and Address} Cocina & Cantina Mexican Restaurant
30 Gateway Dr. Unit 2
Berthoud, CO 80513

- 2. Date of Application: October 10, 2022

- 3. Type of Application: Hotel and Restaurant License
- 4. Documents Accompanying Application
 - A. Local and State License Fees} Submitted with application
 - B. Evidence of Correct Zoning} Confirmed with Planning and Development
 - C. Diagram of interior} Submitted with application
 - D. Distance from School as per State} Confirmed on application
 - E. Deed or Lease or Assignment of Lease or Ownership} Lease

- 5. Evidence of Public Notice
 - A. Posting of Premises} Posted October 26, 2022
- 6. Legal Publication } Johnstown Breeze November 17, 2022
- 7. Investigation: Police Department Case#}
 - A. Applicant has made application for a new Hotel and Restaurant License.
 - B. Background Investigation: – CBI and FBI have processed the background investigation
There is nothing in the background that would prohibit issuance of the liquor license

- 8. Findings of fact:
 - A. The required fees were submitted.
 - B. It is my recommendation the Hotel and Restaurant License be approved.



 CHIEF OF POLICE



 DATE

<p>TOWN OF JOHNSTOWN LIQUOR LICENSING AUTHORITY 450 S. Parish Avenue Johnstown, CO 80534 Phone No. (970) 587-4664</p> <hr/> <p>IN THE MATTER OF:</p> <p>COCINA & CANTINA III, LLC 30 Gateway Drive Unit #2 Berthoud, CO 80513</p>	<p style="text-align: center;">Δ AUTHORITY USE ONLY Δ</p> <hr/>
<p style="text-align: center;">ORDER GRANTING HOTEL AND RESTAURANT LIQUOR LICENSE TO COCINA & CANTINA III, LLC</p>	

THIS MATTER came before the Town of Johnstown Liquor Licensing Authority (“Authority”) on the Application of Cocina & Cantina III, LLC, a Colorado limited liability company (“Applicant”), for a Hotel and Restaurant Liquor License dated October 10, 2022, for a premises located at 30 Gateway Drive Unit #2, Berthoud, Colorado 80513 (“Application”).

The Authority, having conducted a public hearing on August 7, 2023, after due notice, reviewed the Application and considered the evidence adduced by Town staff’s investigation and the evidence presented by the Applicant and parties in interest, as the term is defined in C.R.S. §44-3-311(5)(b), including but not limited to the petition circulated by the Applicant, hereby FINDS AS FOLLOWS:

1. The appropriate fees were paid;
2. The Applicant is entitled to possession of the premises where the liquor license is to be exercised;
3. The Applicant is of good moral character and entitled to hold the liquor license;
4. The location of the premises complies with the zoning requirements; and
5. The reasonable requirements of the designated neighborhood, the desires of the adult inhabitants of the designated neighborhood and the number, type and availability of alcohol beverage outlets support the issuance of the liquor license.

Based on the foregoing, the Authority hereby ORDERS that Cocina & Cantina III, LLC's application for a new Hotel and Restaurant Liquor License is GRANTED.

Done and dated this 7th day of August, 2023.

BY THE AUTHORITY:

Troy D. Mellon
Mayor, Town of Johnstown
Chairperson, Liquor Licensing Authority

ATTEST:

Hannah Hill, Town Clerk

CERTIFICATE OF SERVICE

I hereby certify that on this ___ day of _____, 2023, a true and correct copy of the foregoing Order was sent by certified mail to:

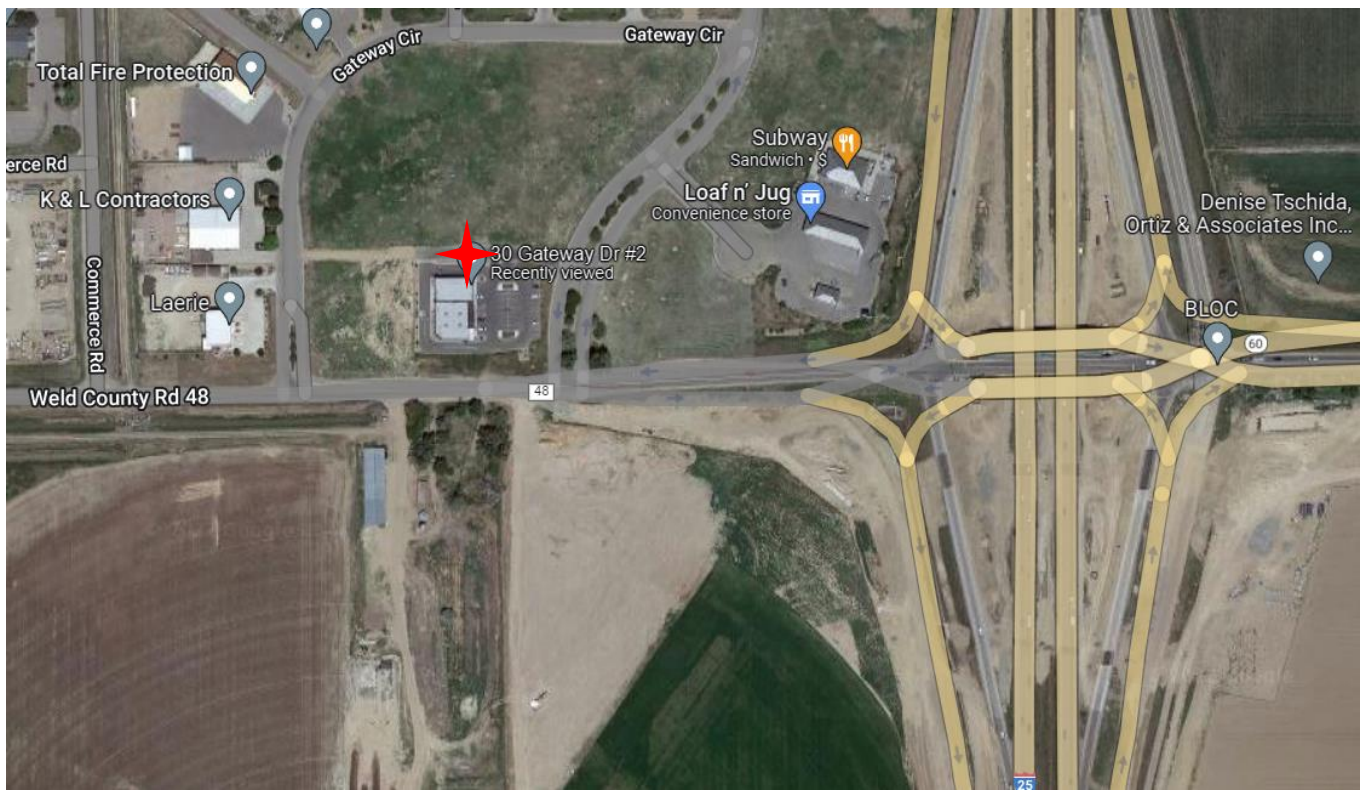
Cocina & Cantina III, LLC
30 Gateway Drive Unit #2
Berthoud, CO 80513

Hannah Hill

N



30 Gateway Dr Unit #2





Town of Johnstown

TOWN OF JOHNSTOWN LIQUOR LICENSING AUTHORITY, JOHNSTOWN, COLORADO
AUGUST 7, 2023

PRELIMINARY FINDINGS AND REPORT UPON APPLICATION FOR HOTEL AND RESTAURANT LIQUOR LICENSE FOR COCINA & CANTINA III LLC DBA COCINA & CANTINA MEXICAN RESTAURANT LOCATED AT 30 GATEWAY DRIVE UNIT 2

TO THE APPLICANT NAMED ABOVE AND OTHER INTERESTED PARTIES;

Pursuant to Colorado Revised Statutes Section 44-3-312, as amended, you are hereby advised that with regard to your application for a Hotel and Restaurant Liquor License, a preliminary investigation has been made, and based on the results thereof the following has been determined:

- 1) The application was filed on July 13, 2023
- 2) The Notice of Public Hearing on this matter was or will be published in the Johnstown Breeze on July 27, 2023. The applicant shall or has posted for 10 consecutive days the notice of public hearing beginning no later than July 10, 2023. Both postings and publishing were within the manner prescribed by state law.
- 3) That it appears from the application materials submitted that the applicant is/will be entitled to possession of the premises where the license is proposed to be exercised.
- 4) A criminal history background investigation was conducted and approved.
- 5) Selling/Serving alcohol beverages in the manner proposed in the application is not in violation of the zoning and land use code or regulations of the Town.
- 7) A public hearing on the application will be held August 7, 2023 at 7:00 pm. At said hearing, you shall have an opportunity to be heard regarding all matters related to the application, including all matters set forth herein.
- 8) At the public hearing pursuant to C.R.S Section 44-3-307 as amended, the applicant has the burden of proving that they are qualified to hold the license applied for and their character, record and reputation are satisfactory
- 9) The building where you propose to exercise the privilege of selling liquor is not within 500 feet from either public or parochial school

You are also advised to obtain and read a copy of the State of Colorado Liquor and Beer Codes and Regulations. These can be found at [Colorado.gov/enforcement/liquor](https://colorado.gov/enforcement/liquor)

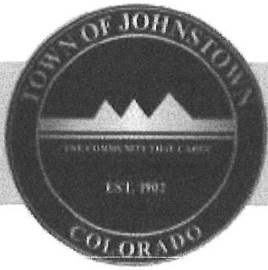
Please feel free to contact me directly at 970-578-9600 if you have any questions that I can help to answer.



The Community That Cares

www.TownofJohnstown.com

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



Town of Johnstown

AFFIDAVIT OF POSTING

Date of posting: 7-10-23

I hereby certify that, in accordance with the Colorado Liquor Code and related rules and regulations, the applicant, Alexandra Gonzalez posted a Notice of Public Hearing poster on the premises at Cocina and Cateria on the above date, and continuously thereafter for at least 10 days before the hearing, notifying the public that a hearing will be held **August 7, 2023** on an application for a Fermented Malt Beverage Liquor License to dispense malt, vinous and spirituous beverages by the drink for consumption on the premises, at the Johnstown Town Council Meeting at 450 S. Parish Ave.

A photograph of the Notice as posted on the premises is attached.

Alexandra Gonzalez manager

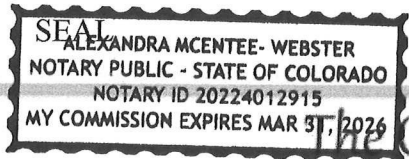
Printed Name and Title of Person Posting

[Signature]
Signature of person posting

STATE OF COLORADO)
COUNTY OF WELD) SS
TOWN OF JOHNSTOWN)

Subscribed and sworn before me by Alexandro Gonzalez this 14th day of July, 2023.

[Signature] Notary Signature



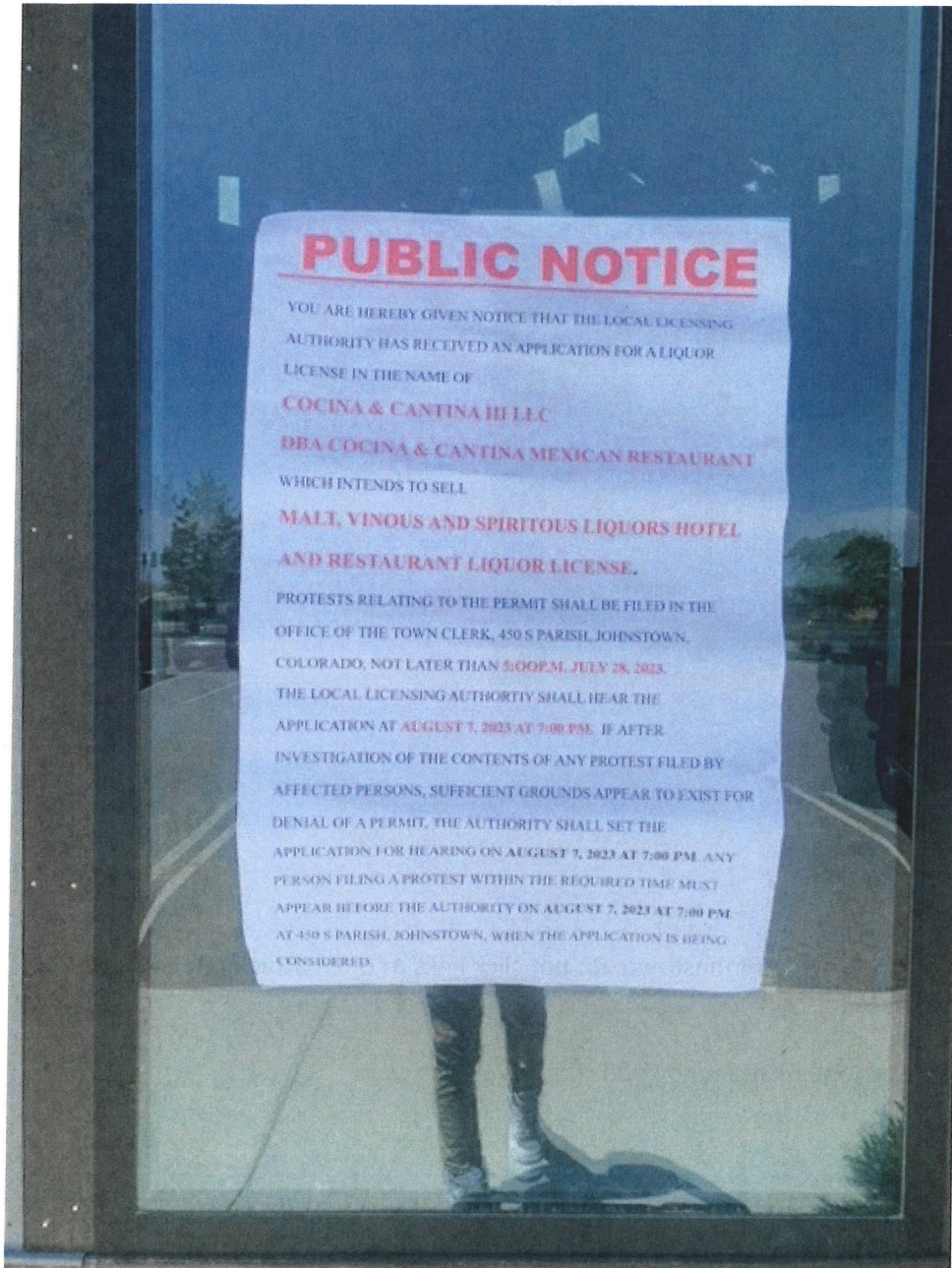
The Community That Cares

johnstown.colorado.gov

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

Hannah Hill

From: Alex Gonzalez <soccer_10alex@yahoo.com>
Sent: Monday, July 10, 2023 4:42 PM
To: Hannah Hill
Subject: Re: New sign pictures



PUBLIC NOTICE

YOU ARE HEREBY GIVEN NOTICE THAT THE LOCAL LICENSING AUTHORITY HAS RECEIVED AN APPLICATION FOR A LIQUOR LICENSE IN THE NAME OF **COCINA & CANTINA III LLC** DBA **COCINA & CANTINA MEXICAN RESTAURANT** WHICH INTENDS TO SELL **MALT, VINOUS AND SPIRITOUS LIQUORS HOTEL AND RESTAURANT LIQUOR LICENSE.** PROTESTS RELATING TO THE PERMIT SHALL BE FILED IN THE OFFICE OF THE TOWN CLERK, 450 S PARISH, JOHNSTOWN, COLORADO, NOT LATER THAN **5:00PM, JULY 28, 2023.** THE LOCAL LICENSING AUTHORITY SHALL HEAR THE APPLICATION AT **AUGUST 7, 2023 AT 7:00 PM.** IF AFTER INVESTIGATION OF THE CONTENTS OF ANY PROTEST FILED BY AFFECTED PERSONS, SUFFICIENT GROUNDS APPEAR TO EXIST FOR DENIAL OF A PERMIT, THE AUTHORITY SHALL SET THE APPLICATION FOR HEARING ON **AUGUST 7, 2023 AT 7:00 PM.** ANY PERSON FILING A PROTEST WITHIN THE REQUIRED TIME MUST APPEAR BEFORE THE AUTHORITY ON **AUGUST 7, 2023 AT 7:00 PM** AT 450 S PARISH, JOHNSTOWN, WHEN THE APPLICATION IS BEING CONSIDERED.



CAUTION: This email originated from outside the Town of Johnstown. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Hannah sorry about that here are the pictures and okay sound good. Thank you

Alex Gonzalez
Cocina & Cantina Mexican Restaurant's LLC Manager
Berthoud + Loveland Locations

- > On Jul 10, 2023, at 1:43 PM, Hannah Hill <HHill@johnstownco.gov> wrote:
- >
- > Hello Alex,
- >
- > Thank you for dropping the check off, I'm sorry I missed you.
- >
- > The email before did not have the pictures uploaded with the affidavit of posting. Can you resend those?
- >

JONES MEMORIAL LIBRARY CASH FLOW REPORT - MAY 2023			Y-T-D	2023 BUDGET		Notes
BEGINNING CHECKING BALANCE		\$ 51,042.07	\$ -	\$ 20,000.00	To Date	
INFLOWS	Donations/Grants	\$ 300.00	\$ 2,025.00	\$ 3,500.00		
	Interest	\$ 278.42	\$ 132,601.13	\$ 75,000.00		
	Misc Income	\$ 46.90	\$ 8,342.76	\$ 7,500.00		
	<i>Investments</i>	\$ -	\$ -	\$ -		
	Town of Johnstown	\$ 103,786.43	\$ 513,039.91	\$ 1,243,246.00		
	High Plains Library District	\$ 575,191.69	\$ 679,468.52	\$ 811,068.00		
INFLOWS TOTAL		\$ 679,603.44	\$ 1,335,477.32	\$ -		
TOTAL AVAILABLE FUNDS		\$ 730,645.51		\$ 2,160,314.00		
OUTFLOWS	Advertising	\$ -	\$ 6,886.00	\$ 22,000.00		
	Books - 204	\$ 2,718.34	\$ 16,211.58	\$ 50,000.00	1171	
	DVD/Audio - 14	\$ 523.11	\$ 2,447.11	\$ 15,000.00	89	
	Library of Things	\$ -	\$ 590.63	\$ 5,000.00		
	Collection Fees/Bad Debts	\$ -	\$ -	\$ 2,000.00		
	Computer Expenses	\$ -	\$ -	\$ 5,000.00		
	Equipment & Furniture	\$ 65.15	\$ 150.56	\$ 40,000.00		
	MakerSpace	\$ -	\$ 1,894.70	\$ 20,000.00		
	Gifts Given	\$ 132.12	\$ 681.74	\$ 2,500.00		
	<i>Investments</i>	\$ -	\$ 300,000.00	\$ 339,314.00		
	Legal Fees/Consulting Fees	\$ -	\$ -	\$ 10,000.00		
	Maintenance/Building Exp.	\$ 4,420.74	\$ 16,359.68	\$ 65,000.00		
	Memberships/Licenses	\$ -	\$ 83.88	\$ 2,500.00		
	Milliken Location	\$ 3,130.55	\$ 4,587.10	\$ 20,000.00		
	Outreach	\$ -	\$ 640.23	\$ 10,000.00		
	Professional Enrichment	\$ -	\$ 257.36	\$ 5,000.00		
	Programming	\$ 2,316.78	\$ 11,401.19	\$ 190,000.00		
	MakerSpace	\$ -	\$ 2,369.40	\$ 10,000.00		
	Salaries/Compensation	\$ -	\$ 106,089.50	\$ 605,000.00		
	Health Ins./Retirement	\$ -	\$ 16,370.42	\$ 72,000.00		
	Subscriptions, Periodicals	\$ 129.99	\$ 291.05	\$ 5,000.00		
	Supplies, Janitorial	\$ 241.21	\$ 582.25	\$ 3,000.00		
	Supplies/Expenses, Library	\$ 565.13	\$ 2,498.12	\$ 12,000.00		
	Telephone	\$ 541.31	\$ 2,728.60	\$ 10,000.00		
	Utilities	\$ 2,578.80	\$ 20,149.23	\$ 40,000.00		
	Capital Improvement	\$ -	\$ -	\$ 600,000.00		
	Transfer to petty cash	\$ -	\$ 2,500.00	\$ -		
OUTFLOWS TOTAL		\$ 17,363.23	\$ 515,770.33	\$ 2,160,314.00		
ENDING CHECKING BALANCE		\$ 713,282.28				

Item #16.

						Notes
BEGINNING PETTY CASH BALANCE	\$	2,935.01				Item #16.
Transfer from regular ckg.	\$	-				
ENDING PETTY CASH BALANCE	\$	2,935.01				
COLORADO TRUST INVESTMENT			Y-T-D			
BEGINNING BALANCE	\$	6,742,184.97				
Dividend -5.1483%	\$	29,541.09	\$	131,759.43		
Contribution	\$	-				
Withdrawal	\$	-				
ENDING BALANCE	\$	6,771,726.06				

May 16, 2023

The regular meeting of the Glenn A. Jones, M.D. Memorial Library Board was called to order by Chad Young at 7:05 pm. Debi Sauer, Jenna Hall, Corina Strickland, Sheryl Ballard and Director Kristi Plumb were also in attendance

The April 2023 minutes were approved. The financial report for April was reviewed and approved as follows:

April beginning balance	\$ 64,196.89	Petty Cash beginning balance	\$ 435.01
Inflow	129,170.30		2,500.00
Outflow	142,325.12 (2,500 to Petty Cash)		-0-
Ending balance	\$ 51,042.07		\$ 2,935.01

CO Trust: \$ 6,742,184.97

Director’s Report:

Artist-in-Residence is ‘book folding’ created by Milliken resident Heidi Schwarz. AMAZING!

Landscaping: Kristi met with Environmental Landworks Project Manager Thomas Maeda on Tuesday May 9th to discuss progress and walk the site. Thomas was asked to provide a ‘loose’ updated schedule for tonight’s meeting. Schedule was not received for review. Kristi will make an appointment with Robbie to explore the reason behind the lackadaisical service we are receiving and lack of deadline obligation.

Milliken: Janitorial service is an issue. Kristi has requested a weekly cleaning proposal from Total Facility Care.

SRP: ‘All Together Now’ will be full of over 70 different programs for all age groups! The calendar is loaded!

Sponsors for this year include-

<i>Scheels</i>	<i>Fransen Pittman</i>	<i>Mary’s Mountain Cookies</i>
<i>Veronica Schlagel</i>	<i>TRPR</i>	<i>Fitness Avenue</i>
<i>Mill Haus Coffee</i>	<i>YMCA</i>	<i>McDonald’s</i>

We Knead Donut
NOCO Pediatric Urgent Care – coupons, grants, goods and people power are being provided by these Sponsors.

Library of Things: A walker and two Memory Kits have been added!

Meeting adjourned at 8:30 pm. Next meeting will be June 20, 2023.

April statistics: Johnstown—door count: 6370	circulation: 8249
Milliken—door count: 360	circulation: 354

Respectfully submitted, Sheryl Ballard, Secretary



Climate Impacts in Larimer County

Summary Statement

Larimer County is creating a Climate Smart and Future Ready Plan to proactively address the risks from worsening air quality, extreme heat, prolonged droughts, and natural disasters and assist our community in mitigating and adapting to the social equity and economic impacts resulting from climate change. This memo is a high-level overview of the anticipated climate impacts in Larimer County and their implications.

Climate Background

Colorado

Colorado is home to a diverse array of landscapes, from the Eastern Plains to the Rocky Mountains to the Colorado Plateau. The high elevation, sun exposure, and orientation of the mountain ranges heavily influence the climatic character of each area. One county can contain several microclimates depending on geomorphology. On average, Colorado has seen a 2.5°F rise in average temperatures since 2000 (Figure 1) and temperatures have remained consistently higher than the long-term (1895–2000) average since 1998.¹ The trend is expected to continue as six of the eight warmest years on record have happened since 2012 and the number of very hot days (95°F or above) has been above average since 2000. This is reflected in Figure 1,² which models two possible futures for Colorado: one where greenhouse gases continue to rise rapidly and one where they increase at a slower rate. In the low emissions scenario, less warming is expected; the coldest warming projection is about 2°F warmer than the historical average. In the higher emissions scenario, more warming is expected; the hottest projection is about 11°F warmer than the hottest year in the historical record.

¹ Kunkel, K. R. F. J. R. S. C. L. S. D. E. B. S. a. M. a. C. L. (2022). *State Climate Summaries for the United States 2022*. NOAA Technical Report NESDIS 150. <https://statesummaries.ncics.org/chapter/co/>

² Kunkel, K. R. F. J. R. S. C. L. S. D. E. B. S. a. M. a. C. L. (2022). *State Climate Summaries for the United States 2022*. NOAA Technical Report NESDIS 150. <https://statesummaries.ncics.org/chapter/co/>

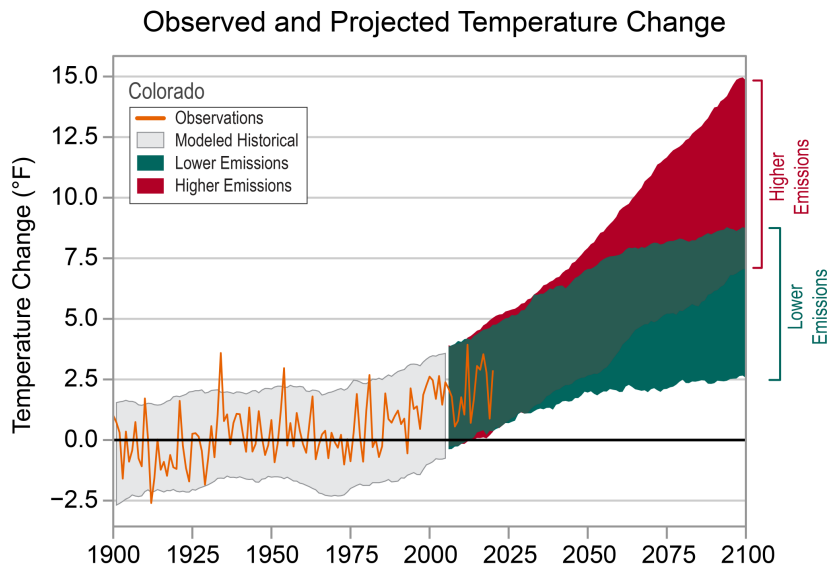


Figure 1. Observed and projected changes (compared to 1901-1960 average) in near-surface air temperature for Colorado.

Larimer County

Larimer County’s diverse landscape includes Rocky Mountain National Park, Arapaho & Roosevelt National Forests, the foothills, and the transition to the Eastern Plains. Much like the state, the county’s climate varies depending on the location. Figures 2 and 3 below³ show how Larimer County has seen a warming trend over time and has seen average annual temperatures consistently above the 100-year average since 1990. Annual variability in precipitation from the 100-year average is following a different trend, one that is trickier to predict (Figure 2). Since the mid-1990s Larimer County has only experienced positive temperature anomalies, meaning that the observed annual temperature was greater than the baseline temperature (Figure 3). Growing uncertainty in precipitation totals leaves residents, especially our county’s farmers and ranchers, vulnerable to drought impacts, water restrictions, and flooding impacts. Increased temperatures place Larimer County at additional risk for droughts, wildfires, and extreme heat days.

Increased temperature and precipitation unpredictability place Larimer County at risk of

Primary Risks

- Wildfires
- Flash floods
- Winter storms

Other Risks

- Hail storms
- Tornadoes

³ Kunkel, K. R. F. J. R. S. C. L. S. D. E. B. S. a. M. a. C. L. (2022). *State Climate Summaries for the United States 2022. NOAA Technical Report NESDIS 150.* <https://statesummaries.ncics.org/chapter/co/>



Figure 2. Larimer County annual variability in precipitation.

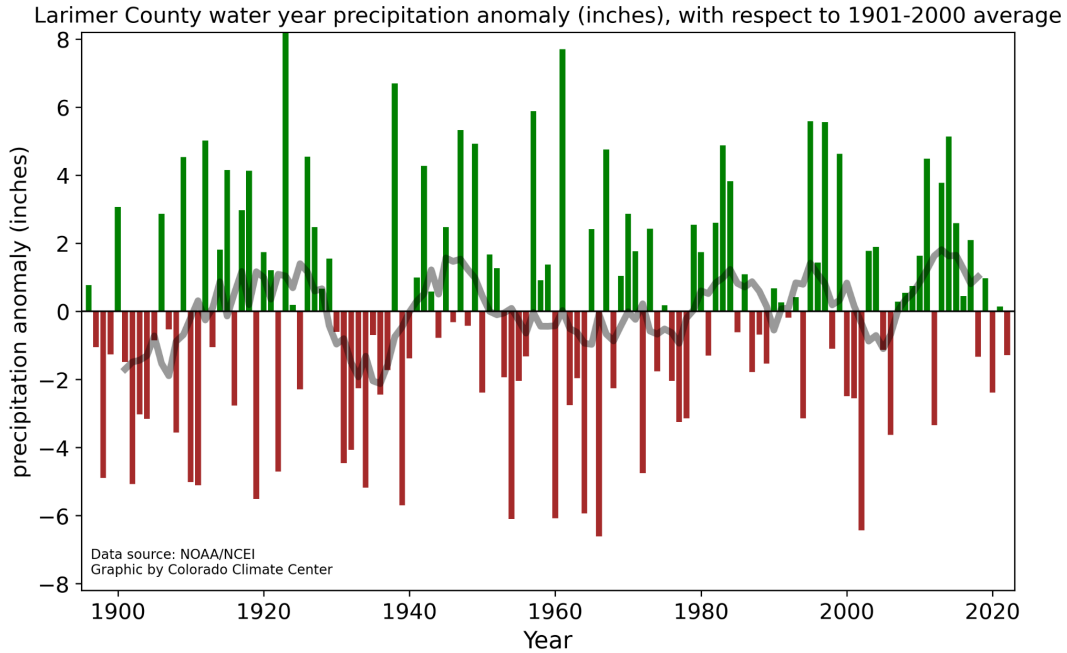
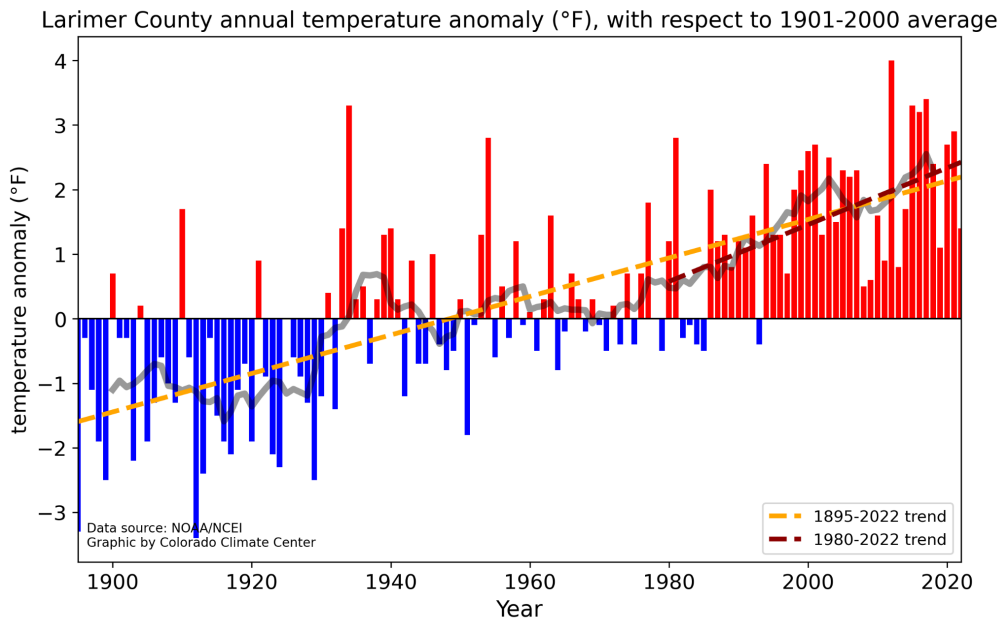


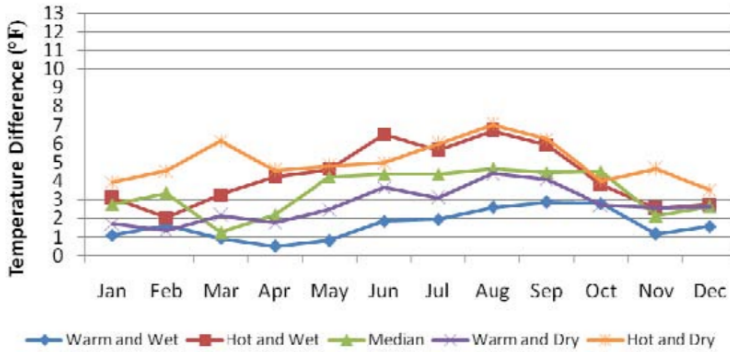
Figure 3. Larimer County annual variability in temperature.



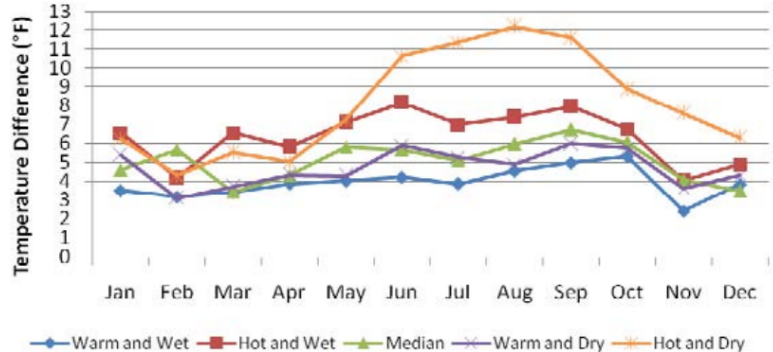


Figures 4 and 5 show the predicted average temperature by change for the Fort Collins area. These projections, from a study released by The Water Research Foundation,⁴ further show the expected continued increase in average temperatures and precipitation.

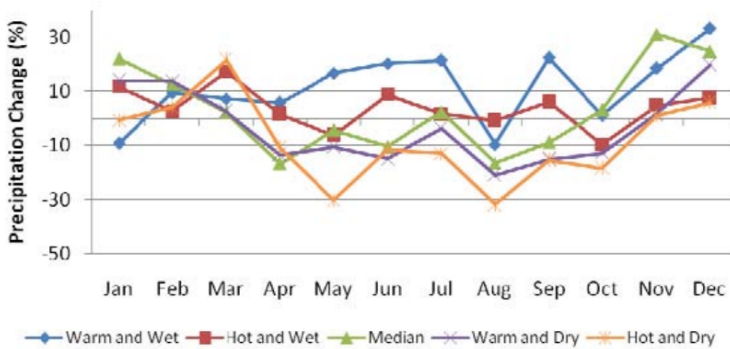
Temperature Change Patterns, 2040



Temperature Change Patterns, 2070



Precipitation Change Patterns, 2040



Precipitation Change Patterns - 2070

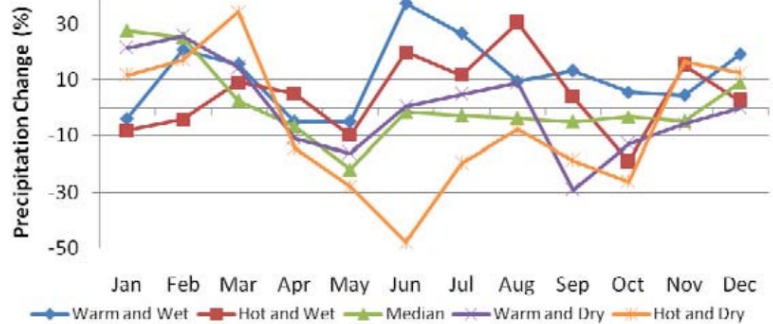


Figure 4. Monthly change patterns for temperature and precipitation, 1950-1999 versus 2025-2054 (2040)

Figure 5. Monthly change patterns for temperature and precipitation, 1950-1999 versus 2055-2084 (2070)

It is important to note that having naturally occurring wet years does not result in significant changes in areas affected by drought. NASA explains: "Current climate models indicate that rising temperatures will intensify the Earth's water cycle, increasing evaporation. Increased evaporation will result in more frequent and intense storms, but will also contribute to drying over some land areas. As a result, storm-affected areas are likely to experience increases in precipitation and increased risk of flooding, while areas located far away from storm tracks are likely to experience less

⁴ Joint Front Range Climate Change Vulnerability Study. (2012). The Water Research Foundation. <https://dnrweblink.state.co.us/CWCB/0/edoc/157704/Joint%20Front%20Range%20Climate%20Change%20Vulnerability%20Study.pdf>



precipitation and increased risk of drought.”⁵ When Larimer County experiences higher precipitation, the increased evaporative demand will result in water not going as far.

In a 2019 modeling study, NOAA suggests that feedback loops will amplify heat waves during droughts.⁶ NOAA built these models by looking at the effects of low soil moisture and high temperatures that have been caused by heat waves from an underlying drought. The results showed that in the southwest especially, cooling by evapotranspiration is more severely reduced during droughts in today’s climate. This results in a continuous rise in temperatures which further escalates the impacts of a warmer climate (e.g., surface warming, hotter heat waves, etc.). These results did not take into account warming due to climate change. The study shows that if the current temperature trend continues and is factored into these results, a compound heat wave-drought in the 21st century could end up being between 7.2 and 9.9 degrees F hotter than a similar drought in 1850.⁷

Additional risks can be found at the [Colorado Resiliency Office website](#).

Economic Impacts

Climate change also threatens taxpayer-funded programs, as costs may increase to cover the response to these increasingly frequent severe weather events. According to the National Institute of Building Sciences,⁸ natural hazard mitigation saves \$6 on average for every \$1 spent on federal mitigation grants. Spending the money preparing for these events saves the government and taxpayers money and helps create more resilient communities that can bounce back better and quicker after disasters.

How groups experience climate impacts depends on the climate scenario, population scenario, and region. Agriculture (cattle and crops) faces the highest amount of damage costs from droughts, ranging from \$10M to \$97M, depending on the population scenario. Given that Larimer County is one of the top 10 agricultural counties in Colorado, this would result in high economic damage to the local economy as feed costs would increase and crop production would decrease. Infrastructure (bridges and buildings) faces the highest amount of damage costs from floods and wildfires, ranging from \$51M to \$290M, depending on the population scenario. Larimer County’s proximity to

⁵ NASA. (n.d.). *How does climate change affect precipitation?* NASA. Retrieved April 21, 2023, from <https://gpm.nasa.gov/resources/faq/how-does-climate-change-affect-precipitation>

⁶ Stein, T. (2019, July 15). Climate change to make hot droughts hotter in the US southern plains. NOAA Research. <https://research.noaa.gov/article/ArtMID/587/ArticleID/2472/Climate-change-to-make-hot-droughts-hotter-in-the-US-southern-plains>

⁷ Stein, T. (2019, July 15). Climate change to make hot droughts hotter in the US southern plains. NOAA Research. <https://research.noaa.gov/article/ArtMID/587/ArticleID/2472/Climate-change-to-make-hot-droughts-hotter-in-the-US-southern-plains>

⁸ Federal Insurance and Mitigation Administration. (2018). *Natural Hazard Mitigation Saves Interim Report* [fact sheet]. https://www.fema.gov/sites/default/files/2020-07/fema_mitsaves-factsheet_2018.pdf



the mountains, with the Poudre Canyon and Cache la Poudre River running through it, put the county at risk for flooding. Recreation (boating and skiing) faces the highest amount of damage costs from droughts, ranging from \$800K to \$18M, depending on the population scenario. The opportunity to boat and ski will drop significantly and will reduce money coming in from outdoor tourism. Suppression (firefighting costs) faces the highest amount of damage costs from wildfires, ranging from \$5.9M to \$18M, depending on the population scenario. Wildfires in Colorado and Larimer County have increased in the last years, and this trajectory is projected to continue which will result in property damage and increased costs to suppress these.

Continuous climate impacts and their implications are an economic burden for everyone, especially governments. The Colorado Water Conservation Board’s Future Avoided Costs Explorer tool⁹ predicts that those costs will depend on factors like the type of hazard, climate scenario, population scenario, and sector. The information in the following tables showcases the estimated impacts in Larimer County from drought, flood, or wildfire with the current county population scenario of 333,000 and the current, moderate, and more severe climate scenarios. Impacts are reported in terms of expected annual damages.

Currently, residents spend approximately \$70 per year on drought, flood, and wildfire impacts.

For definitions of population scenarios click [here](#).

For definitions of climate scenarios for drought click [here](#).

Drought–Economic Impacts in 2050		
Climate Scenario	Current Population Scenario	
	Annual Total Damages	Total Damages per Person
Current	\$1.9M	Less than \$10
Moderate	\$3.5M	\$10
More Severe	\$5.0M	\$20

⁹ Future Avoided Cost Explorer: Colorado Hazards. (2020, June 5). ArcGIS StoryMaps. <https://storymaps.arcgis.com/stories/4e653ffb2b654ebe95848c9ba8ff316e>



For definitions of climate scenarios for flood click [here](#).

Flood–Economic Impacts in 2050		
Climate Scenario	Current Population Scenario	
	Annual Total Damages	Total Damages per Person
Current	\$13M	\$40
Moderate	\$17M	\$50
More Severe	\$30M	\$90

For definitions of climate scenarios for wildfire click [here](#).

Wildfire–Economic Impacts in 2050		
Climate Scenario	Current Population Scenario	
	Annual Total Damages	Total Damages per Person
Current	\$6.7M	\$20
Moderate	\$9M	\$30
More Severe	\$10M	\$30

4. Health and Equity

The impacts of climate change are not evenly distributed. Historically marginalized, racialized, and low-income communities often bear the greatest brunt of climate impacts and environmental degradation. The Colorado EnviroScreen tool¹⁰ measures environmental and health burdens across the state using demographic, environmental, exposure, and economic metrics. These metrics are grouped to provide each county, census tract, and census block group with a percentile rank. A higher EnviroScreen rank means the area is more likely to be affected by environmental health injustices than other communities in the state (e.g., a census block group with an EnviroScreen rank of 95 has a greater environmental health burden than 95% of all other census block groups in the state).

¹⁰ Colorado EnviroScreen | Department of Public Health & Environment. (n.d.). <https://cdphe.colorado.gov/enviroscreen>



Figure 6 shows the EnviroScreen ranks for census block groups within Larimer County. Portions of Loveland and Fort Collins have greater environmental burdens than the rest of the County. Twelve census block groups (many of the dark blue portions of the map) have EnviroScreen ranks above the 75th percentile, indicating higher environmental health burdens than 75% of census block groups in Colorado. Residents in these areas may already be experiencing negative environmental impacts and are more vulnerable to future impacts from climate change.

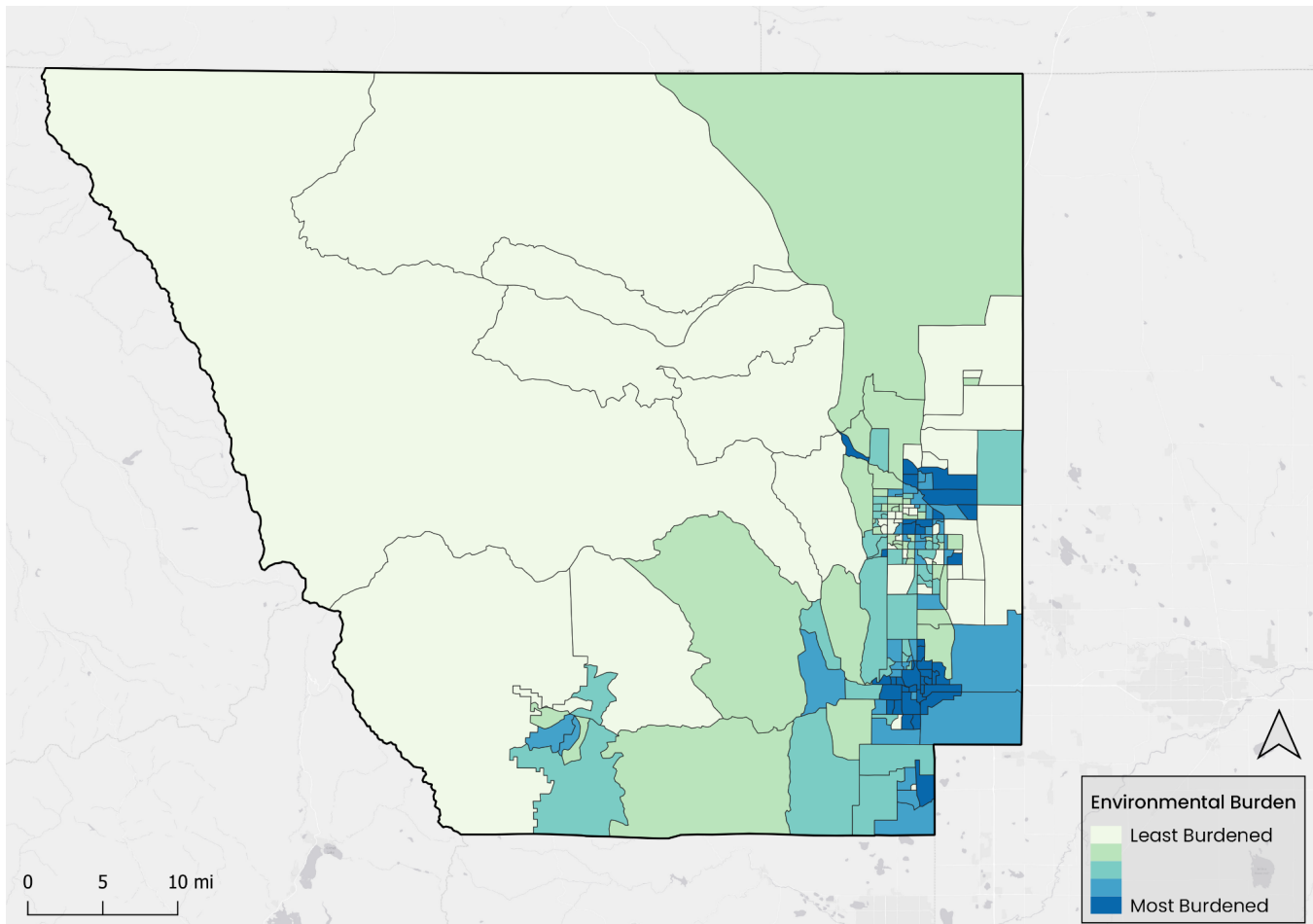


Figure 6. Colorado EnviroScreen Percentile Rankings for Larimer County.

EnviroScreen also identifies census block groups that qualify as Disproportionately Impacted Communities (DIC) based on definitions identified in the Colorado Environmental Justice Act.¹¹ DICs are census block groups where greater than 40% of the population are low-income, housing cost-burdened, or people of color. Low income is defined as communities where the median household income is at or below 200% of the federal poverty line. Housing cost-burdened is defined

¹¹ HB21-166 | Colorado General Assembly (2021). <https://leg.colorado.gov/bills/hb21-1266>



as households who spend greater than 30% of their income on housing costs.¹² DICs may have previously experienced environmental injustices and are more likely to be negatively impacted by the effects of climate change and future environmental degradation. Through the Environmental Justice Act, the Colorado Air Quality Control Commission must develop targeted outreach and engagement with DICs to ensure these communities can participate in environmental decision-making and prevent future environmental injustice. Sixty-five census block groups in Larimer County qualify as DICs, primarily within or near Fort Collins (Figure 7).

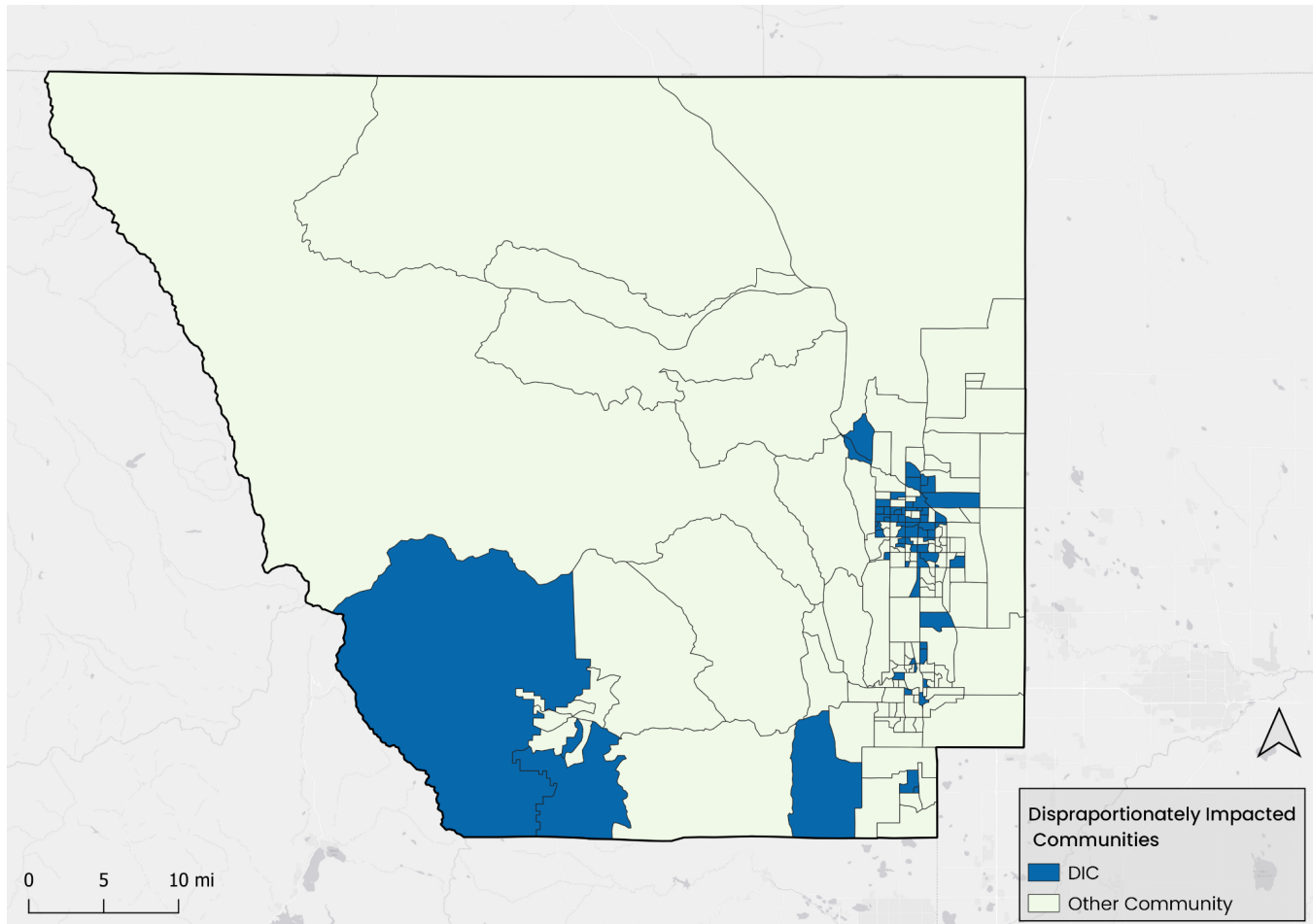


Figure 7. Disproportionately Impacted Communities in Larimer County.

¹² Colorado EnviroScreen | Department of Public Health & Environment. (n.d.). <https://cdphe.colorado.gov/enviroscreen>



See Appendix A for an overview of how the various EnviroScreens are scored.

EnviroScreen Scores	
Category	Larimer County
Larimer County EnviroScreen Percentile	62.5nd percentile
Pollution and Climate Burden	86th percentile
Environmental Exposure	81st percentile
Environmental Effects	94th percentile
Climate Vulnerability	55th percentile
Sensitive Population	34th percentile
Demographics (Income, education, race, housing costs, etc)	44th percentile



Appendix A: EnviroScreen Definitions

- **Pollution and Climate Burden:** combines the scores from Environmental Exposures, Environmental Effects, and Climate Vulnerability.
- **Environmental Exposure:** represents a community's exposure to certain environmental risks relative to the rest of the state. Average data on diesel particulate matter, traffic proximity, ozone, PM 2.5, air toxics, other air pollutants, lead exposure risk, drinking water violations, and noise.
- **Environmental Effects:** represents how many hazardous or toxic sites are in a community relative to the rest of the state.
 - *This score is weighted half as much as environmental exposures in the overall Pollution and Climate Burden score as most people are not directly exposed to these sites.
 - Hazardous, active non-National Priorities List (NPL)¹³ sites (active superfund sites that are not on the NPL but may still pose health risks):
 - Carter Lake Water Treatment Plant - Berthoud
 - Larimer Landfill - Fort Collins
 - Fort Collins Lemay Avenue Indoor Air - Fort Collins
 - Fort Collins Metal Refining - Fort Collins
 - Camelot Cleaners - Fort Collins
 - Hourglass Lake Drums - Bellevue
- **Climate Vulnerability:** represents a community's risk of drought, flood, extreme heat, and wildfire compared to the rest of the state.
- **Demographics:** represents a community's social and economic vulnerabilities.

¹³ Homefacts.com. (n.d.). *Larimer County, CO Hazardous Waste Superfund Sites.*
<https://www.homefacts.com/environmentalhazards/superfunds/Colorado/Larimer-County.html>



Town of Johnstown

Building Permit Statistics JULY 2023

Single Family Residential

Issued ytd 195

Commercial

*New Building Issued ytd 9

Other Residential (basements/alterations/additions)

Issued ytd 295

Other Commercial *(tenant finish/alterations/additions)

Issued ytd 33

*Commercial: (New Building)

BLD22-0044	LEC Properties – Crowne @ 2534 – 4590 Trade St – Trash Enclosure	?
BLD22-0963	Carson Development – 4155 Carson Ln – (Ledge Rock Center) – Apt #6000 (A4) full permit	03/09/23
BLD22-0965	Carson Development – 4155 Carson Ln – (Ledge Rock Center) – Apt #1000 (A1) full permit	03/09/23
BLD22-0966	Carson Development – 4155 Carson Ln – (Ledge Rock Center) – Apt #5000 (A5) full permit	03/09/23
BLD22-0978	Ledge Rock LLC – 4155 Carson Ln – (Ledge Rock Center) – Clubhouse – full permit	03/08/23
BLD22-1188	KLS Construction – 27 N Parish Ave – New bldg. w/2 nd floor apartments	
BLD22-1449	Ancon II Const – 5235 Ronald Reagan – Ridgeview Office Park – Core & Shell, partial finish	01/27/23
BLD22-1455	J Raymond Construction – 5201 Nugget Rd – Fuel Canopy	01/17/23
BLD23-0009	Carson Development – 4320 Ledge Rock – Core & Shell – Woods Supermarket	03/08/23
*BLD23-0040	James Construction – 4884 Larimer Pkwy – Core & Shell - Office & Storage	04/13/23
BLD23-0041	Waner Construction – 3767 Ronald Reagan Pkwy – Core & Shell – Sunbelt Rentals	04/20/23
BLD23-0072	Carson Development – 4155 Carson Ln – (Ledge Rock Center) Garage 101	04/07/23
BLD23-0073	Carson Development – 4155 Carson Ln – (Ledge Rock Center) Garage 102	04/07/23
BLD23-0078	GYS General Contracting – 5388 Ronald Reagan – Bldg A – Flex Condo	04/07/23
BLD23-0079	GYS General Contracting – 5378 Ronald Reagan – Bldg B – Flex Condo	04/14/23
BLD23-0081	Taylor Kohrs – 4432 River Ranch Pkwy – TRR Pool	04/14/23
BLD23-0084	Tesla – 5201 Nugget Rd – (Buc-ee's) – Vehicle super charge station & transformer	03/21/23
BLD23-0231	Adolphson/Peterson – 616 N 2 nd St – Remodel & Addition – Roosevelt Middle School	
BLD23-0324	Town of Johnstown (Moltz) – 1441 E South 1 st Street – Central WWTP Admin Building	05/02/23
BLD23-0325	Town of Johnstown (Moltz) – 1441 E South 1 st Street – Central WWTP Electrical Building	05/02/23
BLD23-0326	Town of Johnstown (Moltz) – 1441 E South 1 st Street – Central WWTP Headworks Building	05/02/23
BLD23-0327	Town of Johnstown (Moltz) – 1441 E South 1 st Street – Central WWTP MBR Building	05/02/23
BLD23-0231	Weld Co School Dist RE-5J – 616 N 2nd Street – Middle School Building	06/08/23

*Commercial (Tenant Finish - alterations)

BLD22-1536	Sampson Construction – 4755 Ronald Reagan – remodel of interior including 2 nd floor demo (golf)	01/17/23
BLD22-1546	Pro Systems Electric – 2127 Meadowlark Dr – for street lites for Phase 3 Johnstown Village	01/12/23
BLD23-0008	United Properties – 4201 Ronald Reagan #130 – Tenant Finish - SCP Distribution	02/10/23
*BLD23-0010	GMX Real Estate – 4880 Larimer Pkwy # ?? - Tenant Finish – Lovesac (on hold for core/shell)	
BLD23-0058	United Properties (Murray & Stafford) - 4201 Ronald Reagan #130 – Tenant Finish Racking System	02/10/23
BLD23-0067	Bartlett Construction – 372 Mtn. View Rd - #11 – Tenant Finish -FRFR	02/24/23
BLD23-0116	Golden Triangle Construction – 100 Telep Ave – Remodel & Addition – FRFR	03/20/23
BLD23-0143	Yost Enterprises – 21 S Parish Ave – Alteration for beverage center	03/10/23
BLD23-0158	Yost Enterprises – 21 S Parish Ave – Interior service window enlargement	03/20/23
BLD23-0212	The Rack Pros – 4600 High Plains Blvd – Swire Coca Cola – Shelving	04/18/23
BLD23-0226	Serve Pro – 5070 Exposition – Apt C – Floor repair/maintenance	05/05/23
BLD23-0292	Ancon II Constructors – 5235 Ron Reagan – Interior finish w/in core & shell	
BLD23-0334	Bank of Colorado – 4848 Thompson Pkwy #110 – Interior remodel	05/26/23
BLD23-0529	Limelight Electric – 4540 Venture Dr, # 130 – Interior Remodel	07/13/23

The Community That Cares

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Town of Johnstown

** Residential (Multi family)

BLD22-1468 thru 22-1471	Baessler Townhomes 4-Plex – 265, 269, 273, 277 Cardinal St	01/03/23
BLD22-1480 thru 22-1482	Baessler Townhomes 3-Plex – 286, 290, 294 Cardinal St	01/12/23
BLD22-1484 thru 22-1486	Baessler Townhomes 3-Plex – 298, 302, 306 Cardinal St	02/06/23
BLD22-1492 thru 22-1495	Baessler Townhomes 4-Plex – 281, 285, 289, 293 Cardinal St	02/21/23
BLD22-1502 thru 22-1505	Baessler Townhomes 4-Plex – 297, 301, 305, 309 Cardinal St	02/24/23
BLD22-1506 thru 22-1511	Baessler Townhomes 4-Plex – 311, 315, 319, 323 Penguin St	02/28/23
BLD22-1513 thru 22-1516	Baessler Townhomes 4-Plex – 310, 314, 318, 322 Cardinal St	02/28/23
BLD22-1517 thru 22-1520	Baessler Townhomes 4-Plex – 313, 317, 321, 325 Cardinal St	02/28/22
BLD22-1527 thru 22-1530	Baessler Townhomes 4-Plex – 329, 333, 337, 341 Cardinal St	03/06/22
BLD22-1531 thru 22-1534	Baessler Townhomes 4-Plex – 271, 275, 279, 283 Condor Wy	03/06/22
BLD22-1549 thru 22-1554	Baessler Townhomes 5-Plex – 287, 291, 295, 299, 303 Condor Wy	03/08/22
BLD22-1566 thru 22-1570	Baessler Townhomes 5-Plex – 307, 311, 315, 319, 323 Condor Wy	03/09/22
BLD22-1579 thru 22-1583	Baessler Townhomes 5-Plex – 327, 331, 335, 339, 343 Condor Wy	03/10/22
BLD23-0580, 0582, 0584, 0585	LGI Homes 4-plex – 137, 139, 141, 143 Robin Road	07/19/23
BLD23-0611-0615	LGI Homes 5-plex – 127, 129, 131, 133, 135 Robin Road	07/19/23
BLD23-0684, 0685, 0689, 0697	LGI Homes 4-plex – 145, 147, 149, 151 Robin Road	07/31/23
BLD23-0690, 0691, 0702, 0706, 0710, 0712	LGI Homes 6-plex – 153, 155, 157, 159, 161, 163 Robin Road	07/31/23
BLD23-0692, 0693, 0699, 0700, 0707, 0709	LGI Homes 6-plex – 165, 167, 169, 171, 173, 175 Robin Road	07/31/23

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