



450 S. Parish Avenue  
Johnstown, CO 80534  
970.587.4664  
JohnstownCO.gov

## TOWN COUNCIL REGULAR MEETING

450 S. Parish Ave, Johnstown, CO  
Monday, April 15, 2024 at 7:00 PM

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

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### AGENDA

#### CALL TO ORDER

Pledge of Allegiance

#### ROLL CALL

#### AGENDA APPROVAL

#### SPECIAL PRESENTATIONS

#### PUBLIC COMMENT

*Members of the audience are invited to speak at the Council meeting. Public Comment is reserved for citizen comments on items not contained on the Public Hearing portion of the agenda. Citizen comments are limited to three (3) minutes per speaker. When several people wish to speak on the same position on a given item, they are requested to select a spokesperson to state that position.*

#### CONSENT AGENDA

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

- [1.](#) April 1, 2024 Meeting Minutes
- [2.](#) Ordinance No. 2024 - 246: Annexing Certain Unincorporated Lands Located in Larimer County, Consisting of 41.1 Acres, Known as the Blue Spruce Ridge Annexation Second Reading
- [3.](#) Ordinance No. 2024 - 247: Approval of Mixed Density Neighborhood (R-2) Zoning of the Property Known as the Blue Spruce Ridge Annexation, Located in the County Of Larimer, Consisting of Approximately 41.1 Acres on Second Reading
- [4.](#) Consideration of Annexation Agreement for Blue Spruce Ridge Annexation
- [5.](#) Ordinance 2024-248: Amending Article III of Chapter 13 of the Johnstown Municipal Code to add Section 13-86 Establishing a Special Fee Concerning Regional Water Storage Tank Improvements to be Paid by Benefitted Properties in the Subject Area and Remitted to the Water Utility Enterprise
- [6.](#) Resolution 2024-19 Amending the Town of Johnstown Fee Schedule
- [7.](#) March 2024 Financials

**TOWN MANAGER REPORT**

**TOWN ATTORNEY REPORT**

**COUNCIL REPORTS AND COMMENTS**

**MAYOR'S COMMENTS**

**INFORMATIONAL ITEMS**

[8.](#) Informational Items

**ADJOURN**

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### **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 Discapitados 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.**

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Item #1.

**TOWN COUNCIL REGULAR MEETING**  
**450 S. Parish Ave, Johnstown, CO**  
**Monday, April 01, 2024 at 7:00 PM**

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**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 Morris  
Councilmember Paranto  
Councilmember Young  
Mayor Mellon

Absent:

Councilmember Molinar

**AGENDA APPROVAL**

*Councilmember Berg Moved To Approve The Agenda*

Councilmember Young seconded and the motion passed.

**SPECIAL PRESENTATIONS**

1. Business of the Month

Sarah Crosthwaite, Economic Development Director, introduced Bad Baddy's Burger Bar as the Business of the Month for April.

2. Proclamation RHS Basketball

Mayor Mellon read into the record the proclamation for the Roosevelt Highschool Girls' basketball team, declaring it the Night of Champions.

3. Proclamation 85th Anniversary United Power

Mayor Mellon read into the record the proclamation for the 85th anniversary of United Power, with Bill Meier representing United Power accepting.

4. Declan Averill & Titus Porter Pioneer Ridge Elementary School Students Presentation - Dog Waste Bags

Declan Averill and Titus Porter from Pioneer Ridge Elementary School made a presentation to Council regarding dog waste bags used at Town parks.

Council inquired of the Town Manager if the Town could make the requested change, which Matt LeCerf noted he expected the Town could easily make the switch to a more bio-degradable bags in Johnstown Parks.

## **PUBLIC COMMENT**

Holly & Steve Sturgen expressed thanks for the work being done in Country Acres. They also spoke to the why issues on the how and why regarding Sandra Drive and issues on drainage and further restitution regarding damage on homes.

Rebecca Knowlton - expressed the same.

## **CONSENT AGENDA**

Council inquired on a bill from Breeze Thru Carwash which Mr. LeCerf noted was an annual fee for the Police Department, same as the annual subscription with the Reporter Herald.

*Councilmember Morris Moved To Approve The Consent Agenda*

Councilmember Paranto seconded and the motion passed.

5. March 18 2024 Meeting Minutes
6. Ordinance No. 2024-242: Amending Sections 10-251, 10-252 And 10-254 Of The Johnstown Municipal Code Concerning Marijuana Regulation
7. Ordinance No. 2024-243: Dedication of Rights of Way and Easements to the Colorado Department of Transportation
8. Front Range Fire Annexation, Zoning, and Annexation Agreement
  1. Ordinance No.2024-244: Annexing Certain Unincorporated Lands Located in the Southeast Corner of Section 6, Township 4 North, West of the 6 P.M., County of Weld, State of Colorado, Consisting of Approximately 0.098 acres and Known as the Front Range Fire Rescue Protection District Annexation
  2. Ordinance No. 2024-245: Approval of the PUD-R Zoning Known as the Front Range Fire Rescue Protection District, Located in the Southeast Corner of Section 6, Township 4 North, West of the 6 P.M., County of Weld, State of Colorado, Consisting of Approximately 0.098 acres
  3. Front Range Fire Rescue Property Annexation Agreement
9. March 2024 List of Bills

## **TOWN MANAGER REPORT**

10. Town Manager's Report April 2024

Matt LeCerf, Town Manager, noted the report included in the packet. The pictures related to the Town Manager report will be updated with the corresponding picture with the Town Calendars.

## **TOWN ATTORNEY REPORT**

There was no Town Attorney report.

## **NEW BUSINESS**

11. Stormwater Master Plan Contract Award

Jason Elkins, Public Works Director, presented this item to Council along with Drew Beck with Matrix Design Group Inc. It was noted 2001 was the last time the Stormwater Master plan was updated.

Council inquired on several neighborhoods marked as flooding neighborhood and asked if the applicant would be fixing the problems in those areas. Mr. Beck noted the first step is identifying the problem, and then several options and a future capital plan would be brought forward.

*Councilmember Morris Moved To Approve Awarding The Contract To Matrix Design Group Inc. For Consulting Services To Develop A New Comprehensive Stormwater Master Plan As Presented*



Councilmember Berg seconded and the motion passed.

12. Arts and Monument Application and Request form the Meteorite Committee

Hannah Hill, Town Clerk, presented this item to Council noting the application received from the Johnstown Historical Society and Meteorite Committee, and Staff's request of the location changed to further away from Colorado Blvd.

Diana Seele and Billie DeLancey, on behalf of the Meteorite Committee spoke to the staff proposed location, noting the agreement to this location.

Council commended the committee on their work towards the work on the celebration.

*Councilmember Young Move To Approve The Meteorite Committee's Request To Place A Monument On The Property As Presented By Staff, Direct The Town Manager To Make The Site Improvements And Propose That The Town Assume Ownership And Maintenance Of The Monument After July 6, 2024*

Councilmember Morris seconded and the motion passed.

**PUBLIC HEARING**

13. Mayor Mellon opened the public hearing.

Tyler Smith, Planner II, presented the annexation to Council. noting the location and current zoning designations. Mr. Smith noted the mixed density residential district and Planning and Zoning's recommendation of the annexation. It was noted the zoning was voted 4-1 to zone R-1. Staff conducted analysis of what is best fit to this area.

Council inquired as to why Planning Commission voted for R-1, which Mr. Smith noted was concerns related to density. Council did ask for density to be looked into for a code modification. Council expressed concerns related to the range of density allowed.

References to affordable housing was inquired about, which Mr. Smith noted the houses are expected to start in the \$350 range.

The applicant, represented by Bob Choate, presented focusing on zoning. The applicant does not believe R-1 fits the comprehensive plan and is seeking approval for R-2 Zoning due to the mixed density planned use.

Council asked for confirmation on specifics on type of housing being brought into the development, and confirmation on amount of units per acre.

The applicant spoke to the Ridge Project from the same developer and efforts being made for larger lots.

Mayor Mellon opened the public hearing for public comment for those wishing to speak to this item.

A resident spoke to R-1 verses R-2 zoning and the southern edge and the irrigation ditch located there with public safety concerns.

Richard Ray spoke to the sell of the property and the land-use map of the Town of Johnstown and height of the proposed buildings.

Mayor Mellon closed the public comment period.

Council inquired on the height of buildings. The applicant spoke to the slope of the land and noted current built-in setbacks due to the maintenance road over the sewer line.

Council spoke to the process and zoning, conformality and future options.

Mayor Mellon closed the public hearing.

*Councilmember Young Moved To Approve Resolution No. 2024-17, Accepting The Findings Of The Facts And Conclusions For The Blue Spruce Ridge Annexation.*

Councilmember Paranto seconded and the motion passed.

NO VOTE: Morris

*Councilmember Paranto Moved To Approve Ordinance No. 2024-246 Annexing Approximately 41.1 Acres, Known As The Blue Spruce Ridge Annexation On First Reading.*

Councilmember Berg seconded and the motion passed.

NO VOTE: Morris

*Councilmember Berg Moved To Approve Ordinance No. 2024-247 Establishing R-2 Zoning For Approximately 41.1 Acres Known As Blue Spruce Ridge On First Reading*

Councilmember Paranto seconded and the motion passed.

NO VOTE: Morris

14. First Reading Ordinance No. 2024-248: An Ordinance Amending Article III of Chapter 13 of the Johnstown Municipal Code to Add Section 13-86 Establishing a Special Fee Concerning Regional Water Storage Tank Improvements to be Paid by Benefitted Properties in the Subject Area and Remitted to the Water Utility Enterprise

Mayor Mellon opened the public hearing.

Doug Gossett , Engineering Director, provided a background to Council noting the six pressure zones in Town, with the west pressure zone is generally located along the Interstate 25 corridor, south of Larimer County Road 18 and west of Colorado Boulevard. The Town maintains a Pressure Zone Map that outlines the anticipated boundaries of each pressure zone. Mr. Gossett noted the west zone is growing rapidly and identified a 2-million-gallon storage tank for this area, and a potential storage area.

Council asked if there was a site for this tank. Mr. Gossett noted there has not been a study for a location, but the highest elevation would be an ideal location for the tank.

Council asked for clarification on if there would be a better option to have two smaller tanks, which Mr. Gossett noted there would be a cost benefited analysis before any items were brought back to Council

Mayor Mellon opened the public hearing for public comment, to which there was none.

Mayor Mellon closed the public hearing.

*Councilmember Paranto Move To Approve Ordinance No. 2024-248, An Ordinance Amending Article III Of Chapter 13 Of The Johnstown Municipal Code To Add Section 13-86 Establishing A Special Fee Concerning Regional Water Storage Tank Improvements To Be Paid By Benefitted Properties In The Subject Area And Remitted To The Water Utility Enterprise On First Reading.*

Councilmember Young seconded and the motion passed.

## **COUNCIL REPORTS AND COMMENTS**

Councilmember Paranto noted a group reaching out to Roosevelt High School to engage with the engineering students.

Councilmember Young spoke to the Library Board reviewing their strategic plans.

Councilmember Morris spoke to the Larson Annexation and weed mitigation; Purvis property and weed mitigation; Rolling Hills and Third speed issues. The tree voucher program was noted with voucher pick-up on Saturday April 6, 2024 at Town Hall with first come first serve basis.

**MAYOR’S COMMENTS**

Mayor Mellon noted the upcoming election day.

**INFORMATIONAL ITEMS**

Informational items were included in the packet.

- 15. Informational Items

**ADJOURN**

Mayor Mellon adjourned the April 1, 2024 meeting at 9:00 pm.

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Troy D. Mellon, Mayor

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Hannah Hill, Town Clerk



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Item #2.

## TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

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**AGENDA DATE:** April 15, 2024

**SUBJECT:** Ordinance 2024-246: Approving the Blue Spruce Ridge Annexation Second Reading

**ACTION PROPOSED:** Approve Ordinance 2024-246 on Second Reading, to Annex Certain Unincorporated Lands Located in the County of Weld, Consisting of Approximately 41.1 Acres and Known as the Blue Spruce Ridge Annexation

**ATTACHMENTS:** 1. Ordinance 2024-246

**PRESENTED BY:** Tyler Smith, Planner II

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### AGENDA ITEM DESCRIPTION:

The Council held a public hearing on April 1, 2024, and approved Ordinance 2024-246 on first reading.

This ordinance is for the approval of Annexation Case No. ANX23-0001. The subject property currently exists in Weld County and measures approximately 41.1 acres in size. The subject property is located in the Southeast 1/4 of Section 26, Township 5 North, Range 68 West of the 6th P.M., More specifically, it is located east of Larimer County Road 3E.

### STRATEGIC PLAN ALIGNMENT:

- Natural & Built Environment
  - *To guide growth in the community through appropriate annexation, zoning, planning, and land use development.*

Staff finds that the proposed annexation is consistent with the goal and strategy referenced above, pursuant to the adopted Johnstown Strategic Plan.

### LEGAL ADVICE:

The Town Attorney provided the resolution presented for consideration.

*The Community that Cares*

**FINANCIAL ADVICE:**

NA

**RECOMMENDED ACTION:** Approve Ordinance 2024-246 on Second Reading, Annexing Certain Unincorporated Lands Located in the County of Larimer, Consisting of Approximately 41.1 Acres and Known as the Blue Spruce Ridge Annexation

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*Reviewed and Approved for Presentation,*



\_\_\_\_\_  
Town Manager

**TOWN OF JOHNSTOWN, COLORADO  
ORDINANCE NO. 2024-246**

**ANNEXING CERTAIN UNINCORPORATED LANDS LOCATED IN THE  
SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH,  
RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE  
OF COLORADO, CONSISTING OF APPROXIMATELY 41.114 ACRES  
AND KNOWN AS THE BLUE SPRUCE RIDGE ANNEXATION**

**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 Resolution No. 2024-08, the Town Council found a petition for annexation of certain property situated in the Southeast Quarter of Section 26, Township 5 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado, consisting of approximately 41.114 acres, being more particularly described on Exhibit A, attached hereto and incorporated herein by this reference, known as the “Blue Spruce Ridge Annexation,” to be in substantial compliance with C.R.S. § 31-12-107(1); and

**WHEREAS**, after notice pursuant to C.R.S. § 31-12-108, on April 1, 2024, the Town Council held a public hearing concerning the proposed annexation to determine if the annexation complies with C.R.S. §§ 31-12-104 and 105; and

**WHEREAS**, the Town Council has determined that the requirements of C.R.S. §§ 31-12-104 and 105 have been met, that an election is not required and that no additional terms or conditions are to be imposed on the annexed area.

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

**Section 1.** The annexation of certain unincorporated property situated in the Southeast Quarter of Section 26, Township 5 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado, consisting of approximately 41.114 acres, being more particularly described on Exhibit A, be and the same is hereby approved and said unincorporated area is hereby incorporated and made a part of the Town of Johnstown, Colorado.

**Section 2.** That the annexation of such unincorporated area to the Town of Johnstown, Colorado shall be complete and effective on the effective date of this Ordinance, except for the purpose of general property taxes, and shall be effective as to general property taxes on and after the first day of January, 2025.

**Section 3.** That, within thirty (30) days of the effective date of this Ordinance, the Town Clerk be and is hereby authorized and directed to:

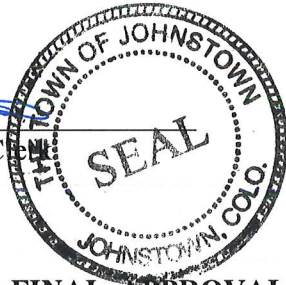
- A. File one copy of the annexation map with the original of the annexation ordinance in the office of the Town Clerk; and
- B. File three certified copies of the annexation ordinance and map of the area annexed containing a legal description of such area with the Larimer County Clerk and Recorder.

**Section 4.** This Ordinance shall take effect as provided by State law.

**INTRODUCED AND APPROVED** on first reading by the Town Council of the Town of Johnstown, Colorado, this 1 day of April, 2024.

**ATTEST:**

By: Hannah Hill  
Hannah Hill, Town Clerk



**TOWN OF JOHNSTOWN, COLORADO**

By: Troy D. Mellon  
Troy D. Mellon, Mayor

**PASSED UPON FINAL APPROVAL AND ADOPTED** on second reading by the Town Council of the Town of Johnstown, Colorado, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**TOWN OF JOHNSTOWN, COLORADO**

**ATTEST:**

By: \_\_\_\_\_  
Hannah Hill, Town Clerk

By: \_\_\_\_\_  
Troy D. Mellon, Mayor

**EXHIBIT "A"**

That portion of the Southeast 1/4 of Section 26, Township 5 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado being more particularly described as follows;

Considering the South line of said Southeast 1/4 as bearing North 89 degrees 55'23" East and with all bearings contained herein relative thereto: Beginning at the South 1/4 corner of said Section 26; thence along the West line of the Southeast 1/4 of said Section 26 North 1278.85 feet to the TRUE POINT OF BEGINNING; thence North 79 degrees 23'04" East 137.06 feet; thence North 63 degrees 47'08" East 215.02 feet; thence North 76 degrees 14'08" East 476.92 feet; thence North 61 degrees 50'06" East 141.76 feet; thence North 48 degrees 57'30" East 854.64 feet; thence North 75 degrees 42'25" East 215.91 feet; thence North 51 degrees 34'56" East 149.44 feet; thence North 60 degrees 19'55" East 81.69 feet; thence North 40 degrees 46'23" East 155.68 feet; thence North 21 degrees 09'42" East 214.18 feet, more or less, to a point on the North line of the Southeast 1/4 of said Section 26; thence along said North line South 89 degrees 56'21" West 2137.06 feet to the Northwest corner of said Southeast 1/4; thence along the West line of said Southeast 1/4 South 1363.96 feet, more or less, to the TRUE POINT OF BEGINNING



## WATER RIGHTS DESCRIPTION

### Blue Spruce Ridge

#### HARRY LATERAL DITCH COMPANY

Applicant, Blue Spruce Ridge Holdco, LLC is the owner of 1.5 shares of Harry Lateral Ditch Stock, by Bargain and Sale Deed (Water Rights). A copy of the Bargain and Sale Deed is attached as Exhibit "A".

By agreement with the Town of Johnstown and Applicant, Stock Certificate No. 460 has been assigned directly to the Town of Johnstown as part of the annexation of Blue Spruce Ridge.

There are no other water rights associated with Blue Spruce Ridge. The Applicant or its successor-in-interest, will dedicate water to the Town of Johnstown for the development of Blue Spruce as part of the design and development approval process with the Town.



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Item #3.

## TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

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**AGENDA DATE:** April 15, 2024

**SUBJECT:** Ordinance 2024-247: Second Reading, Approving the Blue Spruce Ridge Zoning

**ACTION PROPOSED:** Approve Ordinance 2024-247 on Second Reading, Zoning Certain Unincorporated Lands Located in the County of Weld, Consisting of Approximately 41.1 Acres and Known as Blue Spruce Ridge to a R-2 Zoning Designation

**ATTACHMENTS:** 1. Ordinance 2024-247

**PRESENTED BY:** Tyler Smith, Planner II

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### AGENDA ITEM DESCRIPTION:

The Council held a public hearing on April 1, 2024, and approved Ordinance 2024-247 on first reading.

This ordinance is for the approval of Annexation Case No. ANX23-0001. The subject property is located in the Southeast 1/4 of Section 26, Township 5 North, Range 68 West of the 6th P.M., More specifically, it is located east of Larimer County Road 3E. The property is presently zoned Rural Residential (RR-2) in Unincorporated Larimer County and the property is currently being used for agricultural purposes.

### STRATEGIC PLAN ALIGNMENT:

- Natural & Built Environment
  - *To guide growth in the community through appropriate annexation, zoning, planning, and land use development.*

Staff finds that the proposed zoning is consistent with the goal and strategy referenced above, pursuant to the adopted Johnstown Strategic Plan.

### LEGAL ADVICE:

The Town Attorney provided the resolution presented for consideration.

*The Community that Cares*

**FINANCIAL ADVICE:**

NA

**RECOMMENDED ACTION:** Approve Ordinance 2024-247 on Second Reading, Zoning of Certain Unincorporated Lands Located in the County of Larimer, Consisting of Approximately 41.1 Acres R-2 (Mixed Use Residential)

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*Reviewed and Approved for Presentation,*



\_\_\_\_\_  
Town Manager

**TOWN OF JOHNSTOWN, COLORADO  
ORDINANCE NO. 2024-247**

**APPROVAL OF MIXED DENSITY NEIGHBORHOOD (R-2) ZONING OF THE PROPERTY KNOWN AS THE BLUE SPRUCE RIDGE ANNEXATION, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 41.114 ACRES**

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

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

**WHEREAS**, the Town Council approved annexation of certain property situated in the Southeast Quarter of Section 26, Township 5 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado, consisting of approximately 41.114 acres, being more particularly described on Exhibit A, attached hereto and incorporated herein by this reference, known as the Blue Spruce Ridge Annexation (“Property”); and

**WHEREAS**, the property owners applied for Mixed Density Neighborhood (R-2) zoning of the Property in conjunction with annexation; and

**WHEREAS**, pursuant to state law, upon annexation, the Town Council must zone the Property within ninety (90) days; and

**WHEREAS**, the Town’s Planning and Zoning Commission held a hearing and recommended approval of Mixed Density Neighborhood (R-2) for the Property; and

**WHEREAS**, on April 1, 2024, the Town Council held a public hearing to determine appropriate zoning for the Property and, based upon the evidence received at the hearing, finds that the requested zoning of the Property to Mixed Density Neighborhood (R-2) conforms to the Town’s Comprehensive Plan.

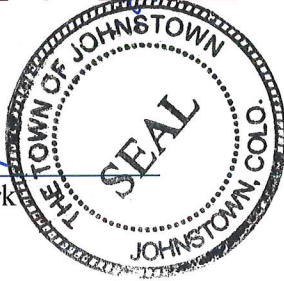
**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO, THAT:**

1. Zoning Approval. Zoning of the Property known as the Blue Spruce Ridge Annexation and more particularly described on the attached Exhibit A shall hereby be designated as Mixed Density Neighborhood (R-2).
2. Effective Date. This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Home Rule Charter of the Town of Johnstown, Colorado (“Charter”) and the adoption, posting and publication shall be

authenticated by the signature of the Mayor and the Town Clerk and by the Certificate of Publication. This Ordinance shall become effective upon the later of the following: (i) final passage as provided by the Charter or (ii) the effective date of the annexation of the Property. At such time, the Town Clerk is directed to file this Ordinance with the real estate records of the Larimer County Clerk and Recorder. Copies of the entire Ordinance are available at the office of the Town Clerk.

**INTRODUCED AND APPROVED** on first reading by the Town Council of the Town of Johnstown, Colorado, this 1 day of April, 2024.

**ATTEST:**  
By: Hannah Hill  
Hannah Hill, Town Clerk



**TOWN OF JOHNSTOWN, COLORADO**  
By: Troy D. Mellon  
Troy D. Mellon, Mayor

**PASSED UPON FINAL APPROVAL AND ADOPTED** on second reading by the Town Council of the Town of Johnstown, Colorado, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**TOWN OF JOHNSTOWN, COLORADO**

**ATTEST:**  
By: \_\_\_\_\_  
Hannah Hill, Town Clerk

By: \_\_\_\_\_  
Troy D. Mellon, Mayor

**EXHIBIT "A"**

That portion of the Southeast 1/4 of Section 26, Township 5 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado being more particularly described as follows;

Considering the South line of said Southeast 1/4 as bearing North 89 degrees 55'23" East and with all bearings contained herein relative thereto: Beginning at the South 1/4 corner of said Section 26; thence along the West line of the Southeast 1/4 of said Section 26 North 1278.85 feet to the TRUE POINT OF BEGINNING: thence North 79 degrees 23'04" East 137.06 feet; thence North 63 degrees 47'08" East 215.02 feet; thence North 76 degrees 14'08" East 476.92 feet; thence North 61 degrees 50'06" East 141.76 feet; thence North 48 degrees 57'30" East 854.64 feet; thence North 75 degrees 42'25" East 215.91 feet; thence North 51 degrees 34'56" East 149.44 feet; thence North 60 degrees 19'55" East 81.69 feet; thence North 40 degrees 46'23" East 155.68 feet; thence North 21 degrees 09'42" East 214.18 feet, more or less, to a point on the North line of the Southeast 1/4 of said Section 26; thence along said North line South 89 degrees 56'21" West 2137.06 feet to the Northwest corner of said Southeast 1/4; thence along the West line of said Southeast 1/4 South 1363.96 feet, more or less, to the TRUE POINT OF BEGINNING

## **WATER RIGHTS DESCRIPTION**

### **Blue Spruce Ridge**

#### **HARRY LATERAL DITCH COMPANY**

Applicant, Blue Spruce Ridge Holdco, LLC is the owner of 1.5 shares of Harry Lateral Ditch Stock, by Bargain and Sale Deed (Water Rights). A copy of the Bargain and Sale Deed is attached as Exhibit "A".

By agreement with the Town of Johnstown and Applicant, Stock Certificate No. 460 has been assigned directly to the Town of Johnstown as part of the annexation of Blue Spruce Ridge.

There are no other water rights associated with Blue Spruce Ridge. The Applicant or its successor-in-interest, will dedicate water to the Town of Johnstown for the development of Blue Spruce as part of the design and development approval process with the Town.



## TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

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**AGENDA DATE:** April 15, 2024

**SUBJECT:** Annexation Agreement for the Blue Spruce Ridge Annexation

**ATTACHMENTS:** 1. Annexation Agreement

**PRESENTED BY:** Tyler Smith, Planner II

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### AGENDA ITEM DESCRIPTION:

This annexation agreement (“Agreement”) accompanies Annexation Case No. ANX23-0001 (Blue Spruce Ridge Annexation). A public hearing for the Blue Spruce Ridge Annexation (“Property”) was held on April 1, 2024, wherein the Town Council considered the project. Concluding the public hearing, the Council voted to approve the item:

1. Resolution No. 2024-17 (Findings of Fact and Conclusions for the Blue Spruce Ridge Annexation); and,
2. Ordinance No. 2024-246, first reading (Approving the Blue Spruce Ridge Annexation)

The purpose of this Agreement is to set forth the terms and conditions of the annexation of the Property to the Town. All terms and conditions within the Agreement are in addition to all requirements concerning annexation contained in the Johnstown Municipal Code, the Town’s development regulations and Comprehensive Plan, and the Municipal Annexation Act of 1965, as amended, §§31-12-101, et seq., C.R.S.

### STRATEGIC PLAN ALIGNMENT:

- Natural & Built Environment
  - *To guide growth in the community through appropriate annexation, zoning, planning, and land use development.*

Staff finds that the proposed annexation is consistent with the goal and strategy referenced above, pursuant to the adopted Johnstown Strategic Plan.

### LEGAL ADVICE:

The Town Attorney provided the agreement being presented for consideration.



**FINANCIAL ADVICE:**

NA

**RECOMMENDED ACTION:** Subject to the approval of Ordinance 2024-246 on second reading, approve the annexation agreement for the Blue Spruce Ridge Annexation as presented.

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*Reviewed and Approved for Presentation,*

  
\_\_\_\_\_  
Town Manager

**ANNEXATION AGREEMENT  
BLUE SPRUCE RIDGE ANNEXATION**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between **Blue Spruce Ridge HoldCo, LLC**, a Colorado limited liability company (“Owner”), and the **Town of Johnstown**, a home-rule municipality of the State of Colorado (“Town”).

**RECITALS**

**WHEREAS**, Owner desires to annex real property into the Town, situated in the Southeast Quarter of Section 26, Township 5 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado, consisting of approximately 41.114 acres, being more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (“Property”); and

**WHEREAS**, Owner executed a Petition for Annexation, dated September 20, 2023, a copy of which petition is on file with the Town Clerk; and

**WHEREAS**, Owner prepared a zoning map identifying and illustrating its request for Mixed Density Neighborhood (R-2) zoning; and

**WHEREAS**, it is to the mutual benefit of the parties hereto to enter into this Agreement regarding annexation of the Property to the Town and other related matters as set forth herein; and

**WHEREAS**, Owner acknowledges that, upon annexation, the Property will be subject to all ordinances, resolutions and other regulations of the Town, as amended from time to time; and

**WHEREAS**, Owner acknowledges that, when development proceeds, the need for conveyances and dedication of certain property to the Town, including, but not limited to, property for rights-of-ways and easements, shall be directly related to and generated by the development within the Property.

**AGREEMENT**

**NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES AND THE COVENANTS AS HEREINAFTER SET FORTH, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

1. ***Incorporation of Recitals.*** The parties confirm and incorporate the foregoing recitals into this Agreement.

2. ***Purpose.*** The purpose of this Agreement is to set forth the terms and conditions of the annexation of the Property to the Town. Except as expressly provided for herein to the contrary, all terms and conditions herein are in addition to all requirements concerning annexation contained in the Johnstown Municipal Code, the Town’s development regulations and

Comprehensive Plan, and the Municipal Annexation Act of 1965, as amended, §§31-12-101, *et seq.*, C.R.S. (the “Act”).

3. **Owner.** As used in this Agreement, the term “Owner” shall include any of the heirs, legal representatives, transferees, successors or assigns of Owner. In addition to the foregoing and to the extent excluded therefrom, this Agreement shall be binding upon all developers of the Property or any part thereof. All such parties shall be subject to the terms of this Agreement as if they were the original parties thereto.

4. **Further Acts.** Owner agrees to execute promptly upon request of the Town any and all surveys and other documents necessary to effectuate the annexation of the Property and the other provisions of this Agreement. Owner agrees not to sign any other petition for annexation of the Property or any petition for annexation election relating to the Property, except upon request of the Town.

5. **Annexation Documents.** Owner agrees to provide legal documents, surveys, engineering work, newspaper publications, maps, and reports determined by the Town to be necessary to accomplish the annexation.

6. **Zoning and Land Use.** Owner shall take all action necessary to permit the Town to zone the annexed Property within the time prescribed by state statute. In the event that the Property is initially included in any other zone district than the Mixed Density Neighborhood (R-2) zone district, Owner shall be permitted to withdraw the Annexation Petition or otherwise disconnect the Property from the Town.

7. **Non-Conforming Use.** The Town agrees to allow existing non-conforming agricultural use, if any, to continue until such time as the Property is platted, but not at a greater level than at its current level of activity and use.

8. **Water Rights Dedication.** Owner owns the water rights and lateral ditch company rights appurtenant to the Property that are described on **Exhibit B** attached hereto and incorporated herein by reference. Owner shall dedicate all such water rights and lateral ditch company rights to the Town no later than the date of approval of the final plat of the first phase of development of the Property. Owner specifically agrees that it has not sold or transferred any water rights appurtenant to the Property within the past year nor will it do so during the pendency of this annexation petition and, once annexed to the Town, will not sell or transfer any water rights appurtenant to the Property without the prior written approval of the Town.

9. **Municipal Services.** The Town agrees to make available to the Property all of the usual municipal services provided by the Town in accordance with the ordinances and policies of the Town. Except as otherwise agreed by the Town, Owner shall bear the cost of the delivery of such services.

10. **Public Improvements.** Owner agrees to design and construct all required public improvements to Town standards at Owner’s expense. Owner shall provide financial guarantees for construction of all required improvements as set forth in each phase or filing of the development

and dedicate to the Town any or all of the improvements required by Town ordinances or as otherwise agreed. The public improvements and financial guarantees shall be set forth in a development agreement, or similar such agreement, for each filing, prior to development of the Property or any portion thereof. All overhead utility lines shall be undergrounded.

11. **Roadway Dedication.** At the time of approval of the final plat for the first development filing for the Property, Owner shall dedicate approximately twenty-five (25) feet of land adjacent to S. County Road 3E to the Town for right of way by deed of dedication in the form set forth on **Exhibit C** attached hereto and incorporated herein by this reference, which deed of dedication shall include a legal description of the property subject to the right of way dedication. If required by the Town, at its discretion, Owner shall dedicate additional rights of way to support development of the Property at no cost to the Town, which shall be set forth in a subsequent agreement between the Town and Owner. The Town and Owner agree that such dedications are directly related to and generated by the development intended to occur within the Property and that no taking thereby will occur requiring any compensation.

12. **Land Dedication.** The dedication of parks and open space, flood plains, public easements for utilities, rights-of-way for streets and other public ways and dedications for other public purposes shall be by general warranty deed (to include, except for public easements, mineral interest owned by Owner at the time of annexation) or another appropriate instrument of conveyance acceptable to the Town. Such dedications shall occur when required by the Town. The Town and Owner agree that such dedications are directly related to and generated by the development intended to occur within the Property and that no taking thereby will occur requiring any compensation.

13. **Water and Waste Water Utilities.** Owner agrees to construct all on-site and required off-site water and wastewater mains and appurtenances to Town standards at Owner's expense as may be required by development of the Property. The Town and Owner hereby agree to cooperate in good faith with respect to 1) determining reasonable oversizing requirements and associated reimbursement to Owner for Owner's additional costs expended in design and construction of oversized utilities; 2) locating and securing approvals for installation of utility mains and appurtenances within public rights-of-way; and 3) facilitating installation of off-site infrastructure if the Town and Owner determine that such installation is necessary in connection with orderly development of the Property.

14. **Drainage.** A drainage study of the entire annexation territory shall be provided by Owner to the Town no later than the date of Owner's filing of a preliminary plat with the Town. Improvements shall be made as required by the Town. Historical irrigation and drainage patterns shall be maintained on the Property to the extent feasible including no change in the quality, quantity or point of discharge, except to the extent approved by the Town.

15. **Development Fees.** Owner recognizes and agrees that the Property shall be subject to the development fees imposed on other comparable developments in the Town pursuant to the Town's regulations and ordinances.

16. **Conformity with Laws.** Owner agrees that the design, improvement, construction, development, and use of the Property shall be in conformance with all applicable laws and ordinances and that Owner shall comply with all Town ordinances, resolutions and regulations including, without limitation, ordinances, resolutions, and regulations pertaining to annexation, subdivision, zoning, storm drainage, utilities, access to Town streets, and flood control.

17. **Disconnection.** No right or remedy of disconnection of the Property from the Town shall accrue from this Agreement other than that provided by applicable state laws. In the event the Property or any portion thereof is disconnected at Owner's request, the Town shall have no obligation to serve the disconnected Property or portion thereof and this Agreement shall be void and of no further force and effect as to such Property or portion thereof.

18. **Special Districts.** Within thirty (30) days after written request by the Town, Owner shall apply for inclusion of the Property within one or more special districts serving the Town and the Town may request Owner to petition to exclude the Property from another special district. All costs, expenses, attorney fees and judgments for exclusion of the property from any special district shall be borne by Owner.

19. **Future Cooperation.** The parties agree that they will cooperate with one another in accomplishing the terms, conditions, and provisions of the Agreement and will execute such additional documents as necessary to effectuate the same.

20. **No Joint Venture or Partnership/No Assumption of Liability.** Nothing contained in this Agreement is intended to create a partnership or joint venture between the Town and Owner or between the Town and any one or more of the individual owners that may exist and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not provide for the joint exercise by the parties of any activity, function or service, nor does it create a joint enterprise or an agency relationship. Except as specifically otherwise provided in this Agreement, no party shall in any way assume any of the liability of any other party for any act or obligations of the other party.

21. **Failure to Annex.** This Agreement shall be null and void if the Town fails to approve the annexation of the Property.

22. **No Warranties by the Town.** The Town is entering into this Agreement in good faith and with the intention on the part of the current Town Council to comply with this Agreement. Because certain of the provisions of this Agreement may involve areas of legal uncertainty or be subject to subsequent revisions to the law, the Town does not intend to provide any warranty.

23. **Breach.** In the event of a default or breach by Owner of any term, condition, covenant, or obligation under this Agreement, the Town may take such action as it deems necessary to protect the public health, safety and welfare; to protect lot buyers and builders; and to protect the citizens of the Town from hardship. The Town's remedies include:

- (I) The refusal to issue any development permit, building permit or certificate of occupancy. This remedy shall not affect sales to bona fide purchasers nor be applied to bona fide purchasers;
- (II) A demand that the security given for the completion of the public improvements be paid or honored;
- (III) The refusal to consider further development plans within the Property; and/or
- (IV) Any other remedy available at law.

Unless necessary to protect the immediate public health, safety and welfare, the Town shall provide Owner ten (10) days' written notice of its intent to take any action under this Paragraph during which ten-day period Owner may cure the breach described in said notice and prevent further action by the Town.

24. **Attorney's Fees.** If Owner breaches this Agreement, Owner shall pay the Town's reasonable costs and attorney's fees incurred in the enforcement of the terms and conditions of this Agreement. Should litigation occur by suit of a third party, Owner shall reimburse the Town for the Town's attorney's fees, court costs, and witness fees. Rather than require the Town to defend an action brought by a third party alleging that the Property is not subject to annexation or that the technical requirements of the Act were not met, Owner may withdraw the Petition for Annexation. In addition thereto, in the event that any person, corporation, special district, municipal or county government or any other entity asserts a claim against the Town, its officials, or employees pursuant to the provisions of the Act, Owner agrees to reimburse the Town all reasonable costs and attorney's fees incurred by the Town in defense of such claims whether or not such defense is successful; provided, however, that nothing herein shall be interpreted as permitting Owner to act or participate in any manner whatsoever in the defense of such claims, including, but not limited to, selection of legal counsel or settlement of claims. Owner acknowledges and understands that the Town may, at its sole discretion, voluntarily elect not to defend against such an action and may consent to and permit the entry by the court of an order voiding the annexation or reach another means of settlement of claims. In such an event, Owner shall also reimburse to the Town any costs or attorney's fees assessed against the Town by the court, if any.

25. **Assignments.** Within ten days of an assignment, Owner shall provide written notice to the Town of the name, address and telephone number of the assignee and related contact information of the assignee and/or new owner of the Property. Unless otherwise agreed by the Town, Owner's obligations under this Agreement shall not be diminished or reduced by virtue of an assignment or sale.

26. **Design Review Guidelines.** If required by the Town, the Town and Owner shall jointly develop and agree to adopt design review guidelines addressing design considerations, including architectural, site planning, landscaping, streetscape, and sign elements for land uses within the Property. The design review guidelines shall be applied to all development projects within the Property. The design review guidelines shall not supersede any uniform code of the Town such as the Uniform Building Code, Uniform Fire Code, or any other like code which is applicable to all properties located within the Town.

27. **Notice.** All notices required under this Agreement shall be in writing and shall be; 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. All notices by hand-delivery shall be effective upon receipt. All notices by mail shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. All notices by electronic mail shall be effective upon acknowledgment of receipt by the intended recipient. Either party, by notice to be given, may change the address to which future notices shall be sent.

Notice to Town:

Town of Johnstown  
 ATTN: Town Manager  
 450 S. Parish Avenue  
 P. O. Box 609  
 Johnstown, CO 80534  
 Email: [mlecerf@townofjohnstown.com](mailto:mlecerf@townofjohnstown.com)  
 (automatically updated to current Town Manager)

Notice to Owner:

Blue Spruce Ridge HoldCo, LLC  
 Attention: Roy Bade  
 8901 E Mountain View Road, # 150  
 Scottsdale, AZ 85258  
 Email: [Roy.Bade@caliberco.com](mailto:Roy.Bade@caliberco.com)

28. **Voluntary Annexation; Election.** Owner agrees that it is voluntarily entering into this Agreement. Owner represents and submits that, to the extent an election would be required pursuant to § 31-12-112, C.R.S., to approve the annexation or to impose terms and conditions upon the Property to be annexed, Owner owns one hundred percent (100%) of the Property, excluding public streets and alleys, and would vote to approve the annexation and all terms and conditions as set forth herein.

29. **Cost Reimbursement to Town.** Owner agrees that Owner or a developer will reimburse the Town for professional consultants such as engineers, testing companies, planners, and attorneys necessitated by processing and completion of this development.

30. **No Third Party Rights.** This Agreement is made solely for the benefit of the parties hereto and is not intended to nor shall it be deemed to confer rights to any persons or entities not named as parties hereto.

31. **Governing Law.** The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in Larimer or Weld County, Colorado.

32. **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 at a location that is not more than sixty

miles from the Property, 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 a legal action.

33. **Headings.** The paragraph headings in this Agreement shall not be used in the construction or interpretation hereof as they have no substantive effect and are for convenience only.

34. **No Repeal of Laws.** Nothing contained in the Agreement shall constitute or be interpreted as a repeal of existing codes, ordinances or as a waiver of the Town's legislative, governmental, or police powers to promote and protect the health, safety, and general welfare of the Town or its inhabitants; nor shall this Agreement prohibit the enactment by the Town of any fee which is of uniform or general application.

35. **Amendments to Law.** As used in this Agreement, unless otherwise specifically provided herein, any reference to any provision of any Town ordinances, resolution, regulations, or policy is intended to refer to any subsequent amendments or revisions to such ordinance, resolution, regulations, or policy, and the parties agree such amendments or revision shall be binding upon Owner.

36. **No Vested Rights.** No vested rights shall accrue to Owner by virtue of annexation of the Property or this Annexation Agreement.

37. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of all heirs, transferees, successors and assigns hereof, and shall constitute covenants running with the land. In addition to the foregoing and to the extent excluded therefrom, this Agreement shall be binding upon all developers of the Property or any part thereof. This Agreement shall be recorded with the County Clerk and Recorder of Larimer County, Colorado, at Owner's expense.

38. **Entire Agreement.** This Agreement embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement supersedes all previous communications, representations or agreements, either verbal or written, between the parties related to the subject matter herein.

39. **Amendment.** This Agreement may be amended only by mutual agreement of the Town and Owner. Such amendments shall be in writing, shall be recorded with the Larimer County Clerk and Recorder, shall be covenants running with the land and shall be binding upon all persons or entities having an interest in the Property.

40. **Severability.** The parties agree that if any part, term, portion, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Colorado or any federal law, the validity of the remaining parts, terms, portions, or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, portion, or provision held to be invalid.



[Remainder of page intentionally left blank.]

**ATTEST:**

**TOWN OF JOHNSTOWN, COLORADO,  
A MUNICIPAL CORPORATION**

By: \_\_\_\_\_  
Hannah Hill, Town Clerk

By: \_\_\_\_\_  
Troy D. Mellon, Mayor

**BLUE SPRUCE RIDGE HOLDCO, LLC**

By: \_\_\_\_\_  
Name:  
Title:

STATE OF COLORADO        )  
  )ss.  
COUNTY OF                    )

SUBSCRIBED AND SWORN to before me this \_\_\_ day of \_\_\_\_\_, 2024, by  
\_\_\_\_\_, as the \_\_\_\_\_ of Blue Spruce Ridge HoldCo, LLC.

WITNESS my hand and official seal.

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

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

**EXHIBIT A**  
**PROPERTY**

**EXHIBIT B**  
**WATER RIGHTS**

1.5 Shares of Harry Lateral Ditch Company, as represented by Share Certificate No. 460.

**EXHIBIT C**  
**DEED OF DEDICATION FOR RIGHT OF WAY**  
(\_\_\_\_\_)

KNOW ALL BY THESE PRESENTS, that Blue Spruce Ridge HoldCo, LLC, a Colorado limited liability company (“Grantor”), for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby dedicate, grant, transfer and convey to the Town of Johnstown, Colorado, a Colorado home rule municipality (“Grantee”), and Grantee does hereby accept on behalf of the public, for use as a public right-of-way for street, road and utility purposes, on, over, across, under, along, and within, the real property located in Larimer County, State of Colorado, as described on Exhibit 1 attached hereto and incorporated herein by this reference, containing a legal description and a depiction of the real property, with all appurtenances (the “Property”).

TO HAVE AND TO HOLD the above described dedicated, granted, transferred and conveyed Property unto said Grantee, its successors and assigns forever.

Grantor warrants and covenants to Grantee that Grantor is the lawful owner of the Property, has good sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has the right and authority to dedicate, grant and convey said Property as set forth herein, and that the Property is free from all encumbrances and restrictions of any kind, except general taxes for the current or subsequent years. Grantor, its successors and assigns, shall warrant and forever defend the Property in the quiet and peaceable possession of the Grantee, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

Acceptance of this conveyance by the Grantee shall not impose upon the Grantee any obligation for the opening, widening, installation, improvement or maintenance of the Property.

IN WITNESS WHEREOF, the parties have executed this document this \_\_\_\_day of \_\_\_\_\_, 2024.

**GRANTOR:** Blue Spruce Ridge HoldCo, LLC

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF )  
) ss.  
COUNTY OF )

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_ as the \_\_\_\_\_ of Blue Spruce Ridge HoldCo,  
LLC.

WITNESS my hand and official seal.

My commission expires:

---

Notary Public

**ACCEPTANCE**

The Town of Johnstown, Colorado, hereby accepts the above Deed of Dedication for Right of Way for municipal purposes as defined herein.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

TOWN OF JOHNSTOWN, COLORADO  
a Colorado municipality

By: \_\_\_\_\_  
Matthew LeCerf, Town Manager

ATTEST:

By: \_\_\_\_\_  
Hannah Hill, Town Clerk

**EXHIBIT 1****Legal Description**

That portion of the Southeast 1/4 of Section 26, Township 5 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado being more particularly described as follows:

Considering the South line of said Southeast 1/4 as bearing North 89 degrees 55'23" East and with all bearings contained herein relative thereto: Beginning at the South 1/4 corner of said Section 26; thence along the West line of the Southeast 1/4 of said Section 26 North 1278.85 feet to the TRUE POINT OF BEGINNING; thence North 79 degrees 23'04" East 137.06 feet; thence North 63 degrees 47'08" East 215.02 feet; thence North 76 degrees 14'08" East 476.92 feet; thence North 61 degrees 50'06" East 141.76 feet; thence North 48 degrees 57'30" East 854.64 feet; thence North 75 degrees 42'25" East 215.91 feet; thence North 51 degrees 34'56" East 149.44 feet; thence North 60 degrees 19'55" East 81.69 feet; thence North 40 degrees 46'23" East 155.68 feet; thence North 21 degrees 09'42" East 214.18 feet, more or less, to a point on the North line of the Southeast 1/4 of said Section 26; thence along said North line South 89 degrees 56'21" West 2137.06 feet to the Northwest corner of said Southeast 1/4; thence along the West line of said Southeast 1/4 South 1363.96 feet, more or less, to the TRUE POINT OF BEGINNING



450 S. Parish Avenue  
Johnstown, CO 80534  
970.587.4664  
JohnstownCO.gov

Item #5.

## TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

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**AGENDA DATE:** April 15, 2024

**SUBJECT:** Ordinance 2024-248: Amending Article III of Chapter 13 of the Johnstown Municipal Code to add Section 13-86 Establishing a Special Fee Concerning Regional Water Storage Tank Improvements to be Paid by Benefitted Properties in the Subject Area and Remitted to the Water Utility Enterprise

**ATTACHMENTS:**

1. Ordinance No. 2024-248
2. West Tank Cost Allocation Memorandum
3. Pressure Zone Map

**PRESENTED BY:** Doug Gossett, Engineering Director

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### AGENDA ITEM DESCRIPTION:

The Council held a public hearing on April 1, 2024, and approved Ordinance 2024-248 on first reading.

Proposed for Council’s review and consideration is an ordinance that would authorize the Town to collect a special fee for the design and construction of a Potable Water Distribution Storage Tank and Associated Infrastructure (West Tank) within the Town’s west pressure zone. The west pressure zone is generally located along the Interstate 25 corridor, south of Larimer County Road 18 and west of Colorado Boulevard. The Town maintains a Pressure Zone Map that outlines the anticipated boundaries of each pressure zone.

The Town’s water distribution system consists of six pressure zones that are supplied water from the Town’s Water Treatment Plant. The Town’s north and south pressure zones are currently served by two separate water distribution storage tanks, commonly referred to as the north and south tanks, respectively. The east and old town pressure zones can be supplied with water by the south tank. However, the Town’s west pressure zone, which serves properties at the highest elevation within the Town, does not have a storage tank but relies on the water treatment plants booster pump station to provide water and maintain pressure within the zone.

*The Community that Cares*



The Town's 2015 Water Master Plan identified the need for additional water distribution storage including the need for storage for the west zone, however, the plan did not provide recommendations on sizing or timing of the future West Tank. In 2022, the Town contracted with J-U-B Engineers to analyze the Town's pressure zones and provide a recommendation to address the need of water storage in the Town's west pressure zone where the Town is experiencing and anticipating growth. The results of the study showed that a two-million-gallon storage tank would be required to serve the west pressure zone, as outlined in the West Tank Cost Allocation Memorandum.

The memorandum included a cost estimate for the construction of the West Tank, as well as population projects to determine a recommended special fee for implementation. The memorandum recommended that the Town collect a special fee as development occurs in the west pressure zone in the amount of \$970.00 per single-family-equivalent (SFE). An SFE is generally the amount of water used by a single-family household as defined by the Municipal Code and within the Ordinance. The fee was based on a total estimated construction cost of approximately \$12,900,000 and a projected 13,290 SFEs within the west pressure zone. The SFE projection of 13,290 includes both existing customers and projections for undeveloped land based on the Town's Comprehensive Plan and SFE projections from the sewer master plan.

The construction of the West Tank will provide multiple benefits to the Town's water utility, including:

- The West Tank will be located at the highest service elevation in the Town. This means that the West Tank would provide resiliency to the rest of the water distribution system in the event of an emergency.
- Increase reliability and operational stability throughout the distribution system.
- Increase water pressure and provide more consistent water pressure for those properties and businesses in the west zone. This includes several existing businesses.
- The tank will provide necessary storage in the event of a fire or critical infrastructure failure within the west pressure zone.
- Reduce the size of the pump station required at the Water Treatment Plant at future buildout. This will ultimately result in a lower capital and annual operational cost for the Water Treatment Plant.

The exact timeline to construct the West Tank has not yet been determined and is dependent on the development that occurs in the west pressure zone. Town Staff anticipates that the West Tank will likely need to be constructed within the next fifteen years. By starting to collect funds through this special fee, the Town will be able to proactively set aside these funds as development continues along the corridor.

#### **STRATEGIC PLAN ALIGNMENT:**

- Quality Infrastructure & Facilities
  - *Ensure future viability of infrastructure and facilities*

**LEGAL ADVICE:**

The Town Attorney drafted Ordinance 2024-248.

**FINANCIAL ADVICE:**

Town Staff recommends approval of Ordinance 2024-248 to ensure that appropriate fees are collected to ensure the financial viability of constructing the West Tank when it is determined to be necessary.

**RECOMMENDED ACTION:** Approve Ordinance No. 2024-248 on Second Reading.

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*Reviewed and Approved for Presentation,*



Town Manager

**TOWN OF JOHNSTOWN, COLORADO  
ORDINANCE NO. 2024-248**

**AN ORDINANCE AMENDING ARTICLE III OF CHAPTER 13 OF THE JOHNSTOWN MUNICIPAL CODE TO ADD SECTION 13-86 ESTABLISHING A SPECIAL FEE CONCERNING REGIONAL WATER STORAGE TANK IMPROVEMENTS TO BE PAID BY BENEFITTED PROPERTIES IN THE SUBJECT AREA AND REMITTED TO THE WATER UTILITY ENTERPRISE**

**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**, the Town Council established the Water Utility Enterprise (“Enterprise”), and is the governing body of the Enterprise with the authority to act for and on behalf of the Enterprise; and

**WHEREAS**, the Town is experiencing significant growth and development in and around the area generally located on the west side of the Town, along, near and in relative close proximity to U.S. Interstate 25 and State Highway 60, as shown on Exhibit A attached hereto and incorporated herein by reference (“Region”); and

**WHEREAS**, the Region is the area of highest elevation in the Town and an area that is not served by a water storage tank; and

**WHEREAS**, because of the location and topography of the Region, water demands are currently met via a booster pump station located at the Town’s water treatment plant, a methodology that is inefficient, creates a significant demand on the pump station and has the potential, once development increases in the Region, to impact distribution system pressure and consistent water quality; and

**WHEREAS**, to better serve the Region, meet peak water demands and fire demands and protect the integrity of the Town’s water system, the Town intends to construct a water storage tank for the Region (“West Water Storage Tank”); and

**WHEREAS**, J-U-B Engineers, Inc., an Idaho corporation (“J-U-B”), conducted a study and evaluation of the Town’s water system and pressure zones (“Study”); and

**WHEREAS**, the Study included an analysis of the water pressure in the Region using projected residential densities and associated acreage to evaluate when the Town should construct the West Water Storage Tank, the cost of the construction of the West Water Storage Tank and related improvements and the properties that would benefit from construction and operation of the West Water Storage Tank; and

**WHEREAS**, J-U-B provided the Study to the Town on July 7, 2022, and thereafter revised the associated map on February 21, 2024, to reflect updated pressure zone boundaries; and

**WHEREAS**, J-U-B concluded that the projected cost of the West Water Storage Tank, the tank piping and a 16” water loop under U.S. Interstate 25 is \$12,900,000.00; and

**WHEREAS**, to foster growth and development, meet the Region's water demands and protect the integrity of the Town's water system, the Town Council desires that the Town, acting on behalf of the Enterprise, construct the West Water Storage Tank when directed to do so by licensed professional engineer and recover the capital improvement costs from the imposition of a special fee, to be known as the "West Water Storage Tank Fee," paid by property owners or developers in the Region who will benefit from the West Water Storage Tank by the ability to develop their properties and receive the requisite water demands associated with the development; and

**WHEREAS**, the Town is a home rule municipality that, under Article XX, Section 6 of the Colorado Constitution, has the authority to enact fees to recover the cost of providing infrastructure to properties within its jurisdiction; and

**WHEREAS**, the Town Council, as the governing body of the Enterprise, has authority to adopt a special fee for and on behalf of the Enterprise to fund the capital costs related to infrastructure improvements incurred to further the goals and purposes of the Enterprise; and

**WHEREAS**, the Colorado Supreme Court has affirmed this or similar authority in several separate decisions, including *Loup-Miller Const. Co. v. City and County of Denver*, 676 P.2d 1170 (Colo. 1984), *Bloom v. City of Fort Collins*, 784 P.2d 304 (Colo. 1989), and *E-470 Public Highway Authority v. The 455 Company*, 3 P.3d 18 (Colo. 2000); and

**WHEREAS**, to fairly apportion the cost to be recovered from and among the benefitted properties in the Region, J-U-B recommended that the special fee be imposed on a per single-family equivalent ("SFE") basis; and

**WHEREAS**, the utilization of an SFE basis for the special fee allows the application to be scalable for non-residential development, including commercial and industrial uses, which would have SFE values assigned based upon the estimated volume of water generated by such uses as compared to the generation of water by an average single-family dwelling unit; and

**WHEREAS**, J-U-B projected that there are approximately 13,290 single-family equivalent ("SFE") units in the Region; and

**WHEREAS**, a depiction of the anticipated SFEs in the Region is set forth on Exhibit A; and

**WHEREAS**, allocating the estimated cost of the West Water Storage Tank over the projected 13,290 SFEs yields a rate of \$970.00 per SFE in the Region; and

**WHEREAS**, based on the foregoing, for the purpose of meeting the water demands associated with the Region and to defray the cost of the West Water Storage Tank, the Town Council desires to impose the West Water Storage Tank Fee upon benefitted properties in the Region in the amount of \$970.00 per SFE, adjusted for inflation, and desires that the Town collect the West Water Storage Tank Fee at the time of issuance of each building permit; and

**WHEREAS**, the Town Council recognizes that certain property owners or developers in the Region entered into a contract with the Town to pay the equivalent of the West Water Storage Tank Fee

and that such property owners and developers should be exempt from payment of the West Water Storage Tank Fee contemplated herein and should, rather, pay the equivalent fee as provided in such contract; and

**WHEREAS**, the Town Council directs that revenues recognized from the West Water Storage Tank Fee be remitted to the Enterprise and deposited in the Water Utility Enterprise Fund and be used solely for the cost of the West Water Storage Tank and associated infrastructure and improvements and not for the operation or maintenance of the Town’s water utility system or for any other purpose; and

**WHEREAS**, the Town Council hereby finds, determines and declares that the West Water Storage Tank Fee is reasonably related to the expenses incurred by the Enterprise in carrying out its legitimate goal of providing water services to the Region; and

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

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

**Section 1.** Section 13-86. Article III of Chapter 13 of the Johnstown Municipal Code shall be amended to add Section 13-86, which shall read in full as follows:

**Sec. 13-86 – West Water Storage Tank Fee**

(1) Purpose. To foster growth and development in and around the area generally located along, near and in relative close proximity to U.S. Interstate 25 and State Highway 60, meet peak water demands and fire demands and protect the integrity of the Town’s water system, the Town, acting on behalf of the Water Utility Enterprise, intends to undertake the design, construction and installation of a water storage tank that will benefit property owners in the geographic area and desires to recover the cost of such improvements from benefitted property owners.

(2) Definitions.

For purposes of this Section, the following definitions apply:

*Benefitted Property* means a parcel of land, of whatever size and whatever designation, that is subject to a building permit in the Region.

*Building permit* means a building permit issued in accordance with the Code before building or construction activity may be initiated on a Benefitted Property.

*Improvements* means a water tank with a storage volume of at least two (2) million gallons of water, the connective piping and a water loop under U.S. Interstate 25 as well as related infrastructure and improvements.

*Property owner(s)* means the current or future owner or developer of Benefitted Property in the Region.

*Region* means the area along, near and in relative close proximity to U.S. Interstate 25 and State Highway 60, south of State Highway 402 and north of Weld County Road 46, referred to as the “west pressure zone” with respect to the delivery of water from the Town’s Water Treatment Plant, that will utilize and benefit from the West Water Storage Tank. The Region is depicted on Appendix A to this Article, which may be amended from time to time by resolution of the Town Council.

*West Water Storage Tank Fee* means the special fee imposed upon property owners in the Region to reimburse the Town for cost of designing, constructing and installing the Improvements.

*SFE* means “single family equivalent” and is a number related to the volume of water necessary to meet the demand and consumptive use requirements of an average dwelling unit housing not more than three and one-half (3.5) persons and having not more than three thousand (3,000) square feet of irrigated area. The SFE unit value assigned to an average single-family dwelling unit is one (1). At the Town’s discretion, the SFE unit value assigned to any particular dwelling unit may be greater than, equal to or less than one (1). The SFE unit value assigned to non-residential uses shall be based on the Town’s estimated volume of water generated by such uses as compared to the generation of water by an average single-family dwelling unit.

(3) Establishment and payment of special fee.

- (a) There is hereby established a special fee known as the West Water Storage Tank Fee.
- (b) The West Water Storage Tank Fee shall be levied and assessed in the amount of \$970.00 per SFE.
- (c) The West Water Storage Tank Fee may be adjusted for inflation on an annual basis by resolution of the Town Council utilizing the most recent data from the Engineering News Record Construction Cost Index for the Denver metropolitan area and thereafter set forth in the Town Fee Schedule.
- (d) The West Water Storage Tank Fee shall be paid by property owners in the Region at the time of issuance a building permit.

(4) Exemption from payment of fee.

- (a) If a request is made upon application for a building permit, property owners shall not be required to pay the West Water Storage Tank Fee for the following building permits:
  - 1. Alterations or expansion of existing buildings where no additional dwelling units are created or square footage added;
  - 2. The construction of accessory buildings or structures that do not add dwelling units or square footage to the principal building or use of the land or increase water consumption on the property; and
  - 3. The replacement of a destroyed or partially destroyed building or structure with a new building or structure of the same square footage.
- (b) If the equivalent of the West Water Storage Tank Fee is paid pursuant to an executed contract with the Town, property owners shall not be required to pay the West Water Storage Tank Fee.

- (5) Use of funds; accounting. The revenues recognized from the West Water Storage Tank Fee shall be remitted to the Water Utility Enterprise and deposited in the Water Utility Enterprise Fund. The funds shall be used solely for the cost of the Improvements and shall not be used for the operation and maintenance of the water utility system or for any other purpose. The Town, acting on behalf of the Water Utility Enterprise, shall keep an accurate accounting of the cost of the Improvements and the revenues collected from the West Water Storage Tank Fee and any other source of revenue derived for such purpose.
- (6) Payment limitation. In the event the total amount of revenue received by the Town for the Improvements equals the cost of designing, constructing and installing the Improvements, property owners shall thereafter be relieved of any obligation to pay the West Water Storage Tank Fee.
- (7) Fee not an impact fee or development charge. The Town Council does not intend that the West Water Storage Tank Fee be construed as an impact fee or development charge within the meaning of Section 29-20-104.5, C.R.S., as amended, but that the West Water Storage Tank Fee be a special fee within the home rule authority of the Town. To the extent that the provisions of Section 29-20-104.5, C.R.S., as amended, conflict with the provisions of this section, this Section shall control.

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

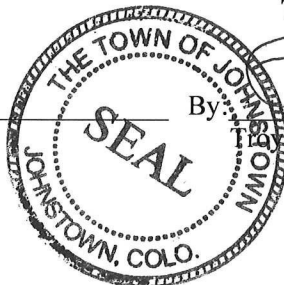
**Section 3. Publication; Effective Date.** This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Home Rule Charter of the Town of Johnstown, Colorado ("Charter") and the adoption, posting and publication shall be authenticated by the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

**INTRODUCED, AND APPROVED** on first reading by the Town Council of the Town of Johnstown, Colorado, this 1<sup>st</sup> day of April, 2024.

**TOWN OF JOHNSTOWN, COLORADO**

**ATTEST:**

By: Hannah Hill  
Hannah Hill, Town Clerk



By: D. Mellon  
D. Mellon, Mayor

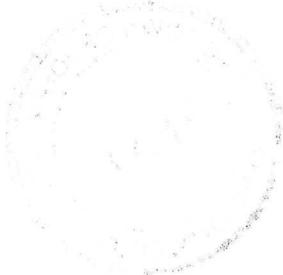
**PASSED UPON FINAL APPROVAL AND ADOPTED** on second reading by the Town Council of the Town of Johnstown, Colorado, this \_\_\_\_ day of \_\_\_\_\_, 2024.

**TOWN OF JOHNSTOWN, COLORADO**

**ATTEST:**

By: \_\_\_\_\_  
Hannah Hill, Town Clerk

By: \_\_\_\_\_  
Troy D. Mellon, Mayor





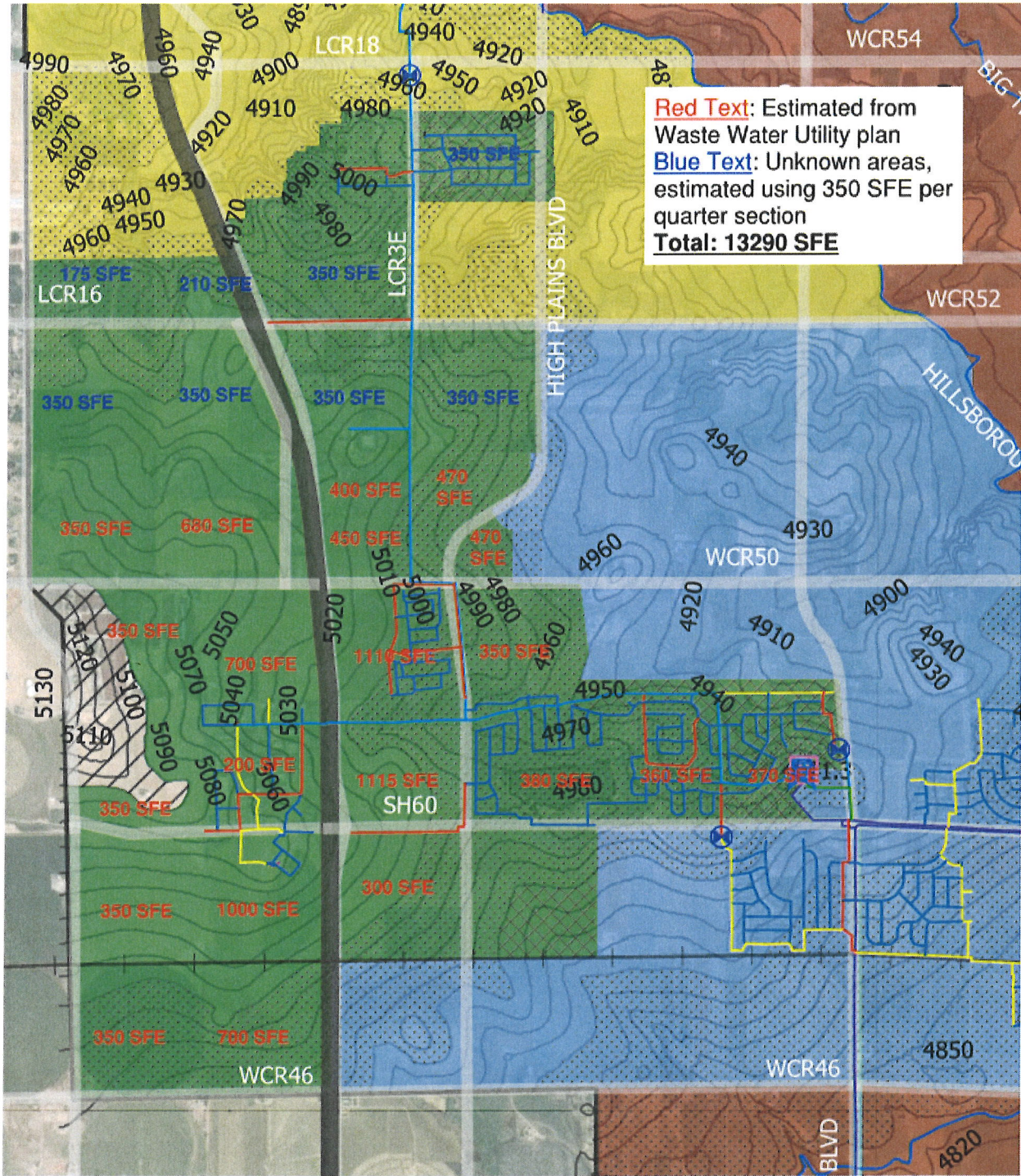


Figure 1 – West Zone Buildout Density

\*Figure 1 revised 2/21/2024 to reflect updated pressure zone boundaries. Projected SFE count was not changed.





**THE LANGDON GROUP**



**GATEWAY MAPPING INC.**

J-U-B FAMILY OF COMPANIES

## MEMORANDUM

DATE: 7/7/2022  
TO: Doug Gossett, Civil Engineer II, Town of Johnstown  
CC: Ellen Hilbig, Utilities Director, Town of Johnstown  
FROM: Steve James, J-U-B Engineers  
SUBJECT: West Tank Cost Allocation



Digitally signed by Stephen P. James  
DN: cn=Stephen P. James, c=US,  
ou=J-U-B Engineers,  
email=sjames@jub.com  
Date: 2022.07.08 09:44:38 -06'00'

### Overview

The Town of Johnstown is experiencing significant interest in development in its West pressure zone. This is the area of highest elevation in the Town and an area that is not served by a storage tank. As a result, all demands including peak hour and fire flow must be met via the West Booster Pump Station located at the water treatment plant.

This creates a significant demand on this pump station. These peak demands also can exceed the water treatment plant capacity, drawing down the water treatment plant finished water tanks and reducing chlorine contact time which can cause the Town to violate surface water treatment rules. To meet peak instantaneous and fire demands, the Town intends to construct an elevated storage tank with connective piping in the West Zone and have asked J-U-B Engineers for a cost opinion for the tank and an estimated per user rate.

### Service Population Projections

The 2021 Johnstown Area Comprehensive Plan (2021) was examined as a basis for population projections. Using the projected residential densities and the associated acreage for the West Zone, the fully developed number of dwelling units could ultimately be as large as 24,600. This buildout density assumes that all available land can be developed and does not differentiate between single family and multifamily. Since this zone includes a number of areas that are not easily buildable, we compared this projected density to the density used in the Town's recent sewer master plan. Overlaying the projected sewer dwelling units on the West Zone Boundary and estimating a total of 350 single family equivalents (SFE) per quarter section (160 acres) for

areas outside of the sewer plan, yields a total of 13,290 SFE served by the West Zone (see attached **Figure 1**). This appears to be a more reasonable estimate of ultimate build-out.

## Tank Sizing/Height

The proposed tank size based on historical master planning (J-U-B, 2016) is 2 million gallons (MG). This volume was compared against the required storage for service to the West zone as presented in the following table:

| Storage Component   | Volume Required (gallons) | Comment                                    |
|---------------------|---------------------------|--|
| <b>Fire Flow</b>    | 630,000                   | 3 hrs at 3500 GPM                          |
| <b>Equalization</b> | 1,300,000                 | Assumes AWWA diurnal and supply = 1.25 MDD |
| <b>Emergency</b>    | 0                         | Nested with Fire                           |
| <b>Total</b>        | <b>2,000,000</b>          |  |

Although the West tank can be used in other zones, this analysis shows that the full 2 MG of storage is needed for the West zone.

The height of the tank is expected to be 140 feet to provide a minimum of 50 psi to the highest elevation areas of the zone.

## Connective Piping

The West tank location is anticipated to be at the East boundary of the Town so approximately 1,750 feet of 24" pipe is budgeted to connect to the existing pipe network. The existing distribution piping to the West of I-25 consists of 8", 10", and 12" lines so additional looping and/or pipe replacement will be required to meet future peak demands. This is assumed to be included in future development so is not budgeted here.

This zone will also require an additional pipe crossing of I-25. Currently, the Western side of I-25 is served by an existing 20" and a new 12" pipe crossing. The 20" line provides adequate capacity for peak demands plus fire in the West Zone but the 12" line does not. A parallel 16" pipe crossing of I-25 is included to provide full reliability to the existing 20" crossing. It should be noted that only the tunnelling across I-25 is included in these costs and any connective piping is assumed to be completed by adjacent developments.

## Cost Allocation

The projected cost of the new tank, tank piping, and 16" pipe loop under I-25 is \$12,900,000 (see appendix A) including a 20% contingency. Allocating this cost over the projected 13,290 SFE yields \$970 per SFE in the West Zone.

Commercial and industrial demands can be converted to SFE by dividing projected demand by average single family residential water usage. The 2016 Water System Master Plan identified average per capita daily demand as 130 gpd. Multiplying this per capita usage by the average household size of 2.96 people yields 385 gpd/SFE. An example calculation based on 1 acre-foot (AF) of domestic and 1 AF of irrigation is presented below:

### Domestic SFE Calculation

$$SFE_{domestic} = \frac{\text{Annual domestic water demand (AF)} * 43,560 * 7.48}{365 \frac{\text{days}}{\text{yr}} * 385 \frac{\text{gal/day}}{\text{SFE}}}$$

*Example calculation for 1 AF domestic demand:*

$$SFE_{domestic} = \frac{1 \text{ AF} * 43,560 * 7.48}{365 \frac{\text{days}}{\text{yr}} * 385 \frac{\text{gal/day}}{\text{SFE}}} = 2.3 \text{ SFE}$$

### Irrigation SFE Calculation

$$SFE_{irrigation} = \frac{\text{Annual Irrigation Demand (AF)} * 43,560 * 7.48}{\text{irrigation season} \frac{\text{days}}{\text{yr}} * 385 \frac{\text{gal/day}}{\text{SFE}}}$$

*Example calculation for 1 AF irrigation – April 15 through October 15 (183 days):*

$$SFE_{domestic} = \frac{1 \text{ AF} * 43,560 * 7.48}{183 \frac{\text{days}}{\text{yr}} * 385 \frac{\text{gal/day}}{\text{SFE}}} = 4.6 \text{ SFE}$$

### Total SFE Calculation

$$SFE_{total} = SFE_{domestic} + SFE_{irrigation}$$

*Example calculation for 1 AF domestic + 1 AF irrigation :*

$$SFE_{total} = 2.3 \text{ SFE} + 4.6 \text{ SFE} = 6.9 \text{ SFE} - \text{rounded up to nearest full SFE} = \mathbf{7 \text{ SFE}}$$



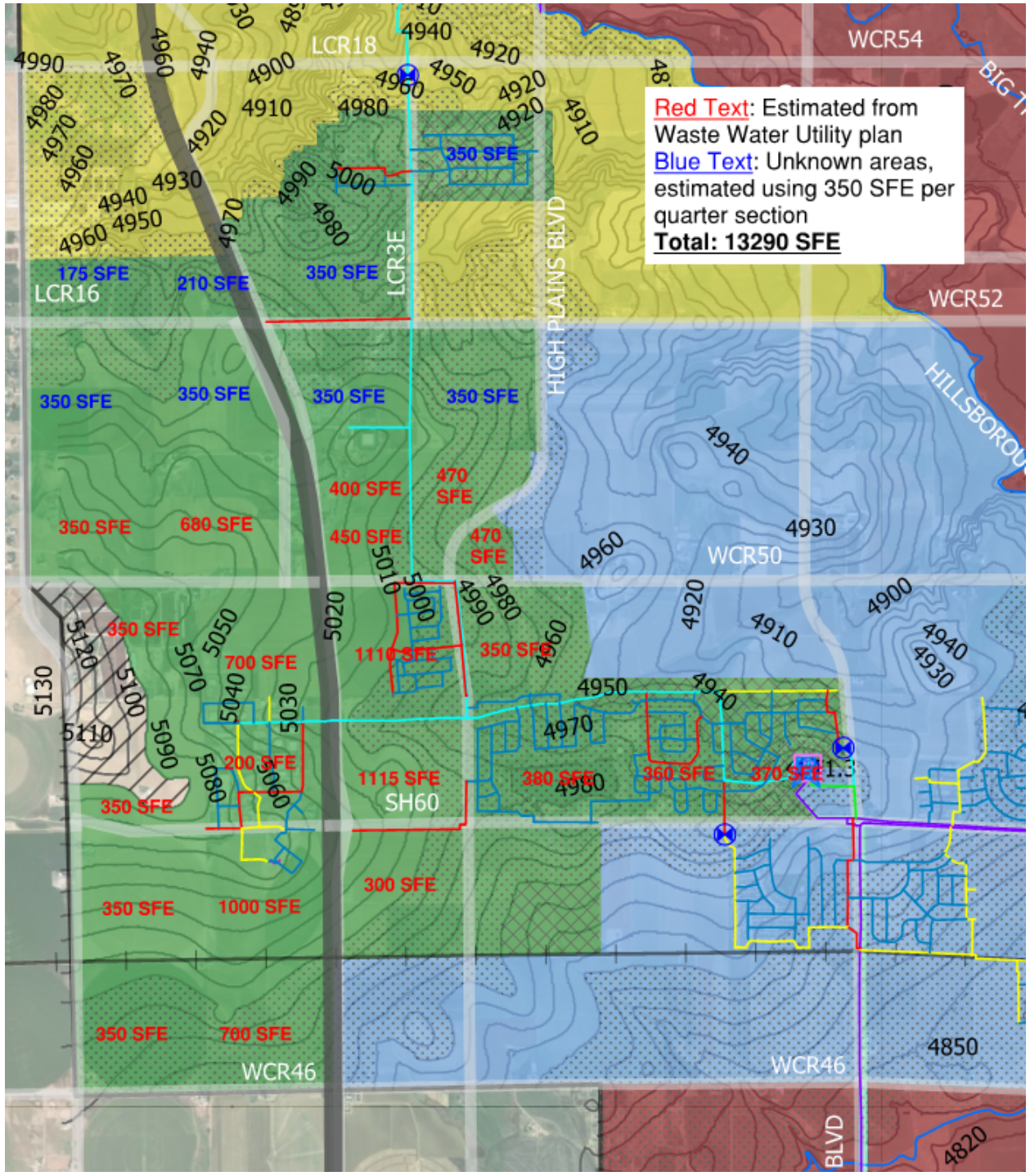


Figure 1 – West Zone Buildout Density

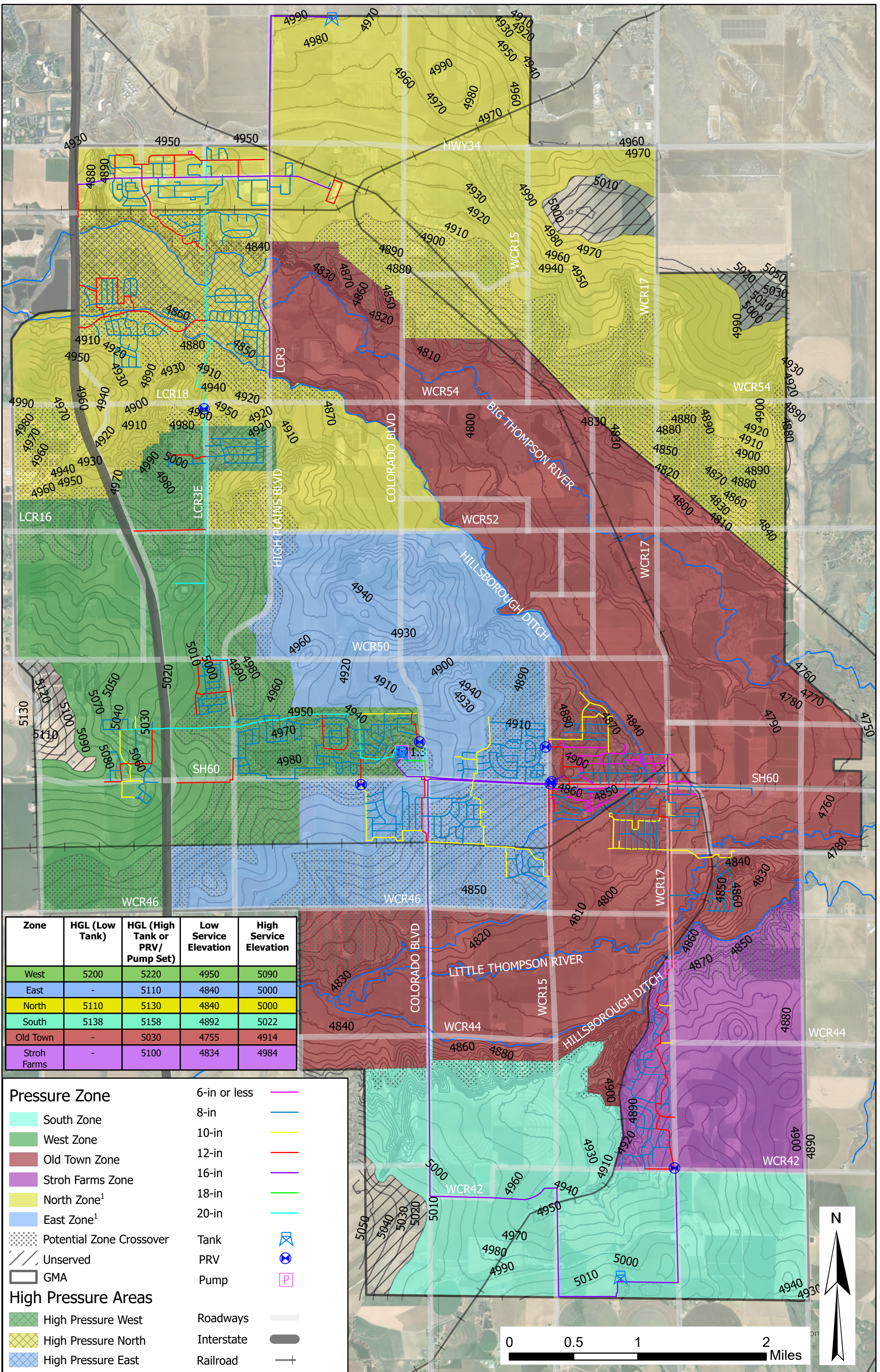
\*Figure 1 revised 2/21/2024 to reflect updated pressure zone boundaries. Projected SFE count was not changed.

## Appendix A

### Engineers Opinion of Probable Construction Cost

| ENGINEER'S OPINION OF PROBABLE COST        |  |                    |      |   |             |
|--|--|--------------------|------|---|-------------|
| <b>PROJECT:</b>                            |  |                    |      | <b>DATE:</b>                              |             |
| Town of Johnstown                          |  |                    |      | 7/7/2022                                  |             |
| <b>PROJECT DESCRIPTION:</b>                |  |                    |      |   |             |
| West Tank and Waterline Budget Cost        |  |                    |      |   |             |
| <b>CLIENT:</b>                             |  |                    |      |   |             |
| Town of Johnstown                          |  |                    |      |   |             |
| ITEM NO.                                   | DESCRIPTION                                | SCHEDULE OF VALUES |      |   |             |
|  |  | QNTY               | UNIT | UNIT PRICE                                | TOTAL COST  |
| <b>Tank</b>                                |  |                    |      |   |             |
|  | Tank Construction                          | 2                  | MG   | \$2,831,346                               | \$5,663,000 |
|  | 24" Piping                                 | 1,750              | LF   | \$350                                     | \$613,000   |
|  | Telemetry/electrical                       | 1                  | LS   | \$25,000                                  | \$25,000    |
|  | Overflow Handling                          | 1                  | LS   | \$100,000                                 | \$100,000   |
| <b>I-25 Crossing (water line looping)</b>  |  |                    |      |   |             |
|  | I-25 Bore with 24" Casing pipe             | 250                | LF   | \$1,200                                   | \$300,000   |
|  | 16" Piping                                 | 2,000              | LF   | \$205                                     | \$409,000   |
|  | 16" valves                                 | 6                  | EA   | \$9,315                                   | \$56,000    |
|  | Fire Hydrant                               | 5                  | EA   | \$12,075                                  | \$60,000    |
|  | Asphalt surface repair                     | 2,000              | LF   | \$125                                     | \$250,000   |
| <b>SUBTOTAL</b>                            |  |                    |      | <b>\$7,476,000</b>                        |             |
| Additional Elements (estimated % of above) |  |                    |      |   |             |
|  | Contractor mobilization and administration |                    |      | 10.0%                                     | \$748,000   |
|  | Bonding                                    |                    |      | 2.5%                                      | \$187,000   |
|  | Contractor overhead and profit             |                    |      | 10.0%                                     | \$748,000   |
|  |  |                    |      |   | \$0         |
| <b>SUBTOTAL</b>                            |  |                    |      | <b>\$1,683,000</b>                        |             |
|  |  |                    |      | <b>SUBTOTAL</b>                           |             |
|  |  |                    |      | \$ 9,159,000                              |             |
|  |  |                    |      | Contingency @ 20.0%                       |             |
|  |  |                    |      | \$ 1,832,000                              |             |
|  |  |                    |      | AIS/D-B Compliance @ 0.0%                 |             |
|  |  |                    |      | \$ -                                      |             |
|  |  |                    |      | Engineering Services @ 15.0%              |             |
|  |  |                    |      | \$ 1,649,000                              |             |
|  |  |                    |      | Legal and Administrative @ 0.0%           |             |
|  |  |                    |      | \$ -                                      |             |
|  |  |                    |      | Special Inspections @ 2.0%                |             |
|  |  |                    |      | \$ 220,000                                |             |
|  |  |                    |      | <b>TOTAL PROBABLE COST (2022 DOLLARS)</b> |             |
|  |  |                    |      | <b>\$ 12,860,000</b>                      |             |





| Zone        | HGL (Low Tank) | HGL (High Tank or PRV/Pump Set) | Low Service Elevation | High Service Elevation |
|-------------|----------------|---------------------------------|-----------------------|------------------------|
| West        | 5200           | 5220                            | 4950                  | 5090                   |
| East        | -              | 5110                            | 4840                  | 5000                   |
| North       | 5110           | 5130                            | 4840                  | 5000                   |
| South       | 5138           | 5158                            | 4892                  | 5022                   |
| Old Town    | -              | 5030                            | 4755                  | 4914                   |
| Stroh Farms | -              | 5100                            | 4834                  | 4984                   |

**Pressure Zone**

- South Zone (Light Green)
- West Zone (Green)
- Old Town Zone (Red)
- Stroh Farms Zone (Purple)
- North Zone<sup>1</sup> (Yellow)
- East Zone<sup>1</sup> (Blue)

**High Pressure Areas**

- High Pressure West (Green with dots)
- High Pressure North (Yellow with dots)
- High Pressure East (Blue with dots)

**Infrastructure**

- 6-in or less (Pink line)
- 8-in (Light Blue line)
- 10-in (Yellow line)
- 12-in (Red line)
- 16-in (Purple line)
- 18-in (Light Green line)
- 20-in (Cyan line)
- Tank (Blue circle with 'T')
- PRV (Blue circle with 'P')
- Pump (Pink square with 'P')
- Roadways (Thin grey line)
- Interstate (Thick grey line)
- Railroad (Grey line with cross-ticks)

**Other Symbols**

- Potential Zone Crossover (Dotted pattern)
- Unservd (Hatched pattern)
- GMA (Black outline)

1. North and East Zones to be connected in the future





450 S. Parish Avenue  
Johnstown, CO 80534  
970.587.4664  
JohnstownCO.gov

Item #6.

## TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

---

**AGENDA DATE:** April 15, 2024

**SUBJECT:** Resolution 2024-19 to Consider Amending the 2024 Town Fee Schedule

**ATTACHMENTS:**

1. Resolution 2024-19
2. Town Fee Schedule – Exhibit A

**PRESENTED BY:** Devon McCarty, Finance Director

---

### **AGENDA ITEM DESCRIPTION:**

The Town Consolidated Fee Schedule in its present form was adopted by the Town Council on December 18, 2023, in Resolution 2023-63.

The fee schedule is a comprehensive fee schedule that includes not only administrative fees, but also utility rates, permitting fees, business licenses, court surcharges, cemetery fees, etc. The fee schedule was created with the intent of decreasing future costs for publishing ordinances, decreasing costs associated with revising the municipal code, creating a document that is easy for people to use and access, and creating a document that encourages an annual review of the fees that the Town is charging. Fines and penalties have not been included in this fee schedule due to the subjective nature of the fine structure.

While generally, the fees included in the proposed fee schedule are unchanged, one chapter has been changed or restructured. The proposed changes include the following:

#### Chapter 13 – Municipal Utility:

- 1.) The addition of Section 13-86 - West Water Tank Storage Fee of \$970.00. This fee is intended to cover the cost of constructing a water storage tank west of I-25 and shall be paid by property owners in the Region when a building permit is issued. (The addition of this fee is dependent on Council adopting Ordinance No. 2024-248, which is being presented for a second reading on April 15, 2024.)
- 2.) An update to Section 13-72 - Water Meters, has been proposed. The increase in meter fees is solely aimed at recuperating our expenses for meters sized ¾" or larger.

If approved, these fees will go into effect on May 1, 2024.



**STRATEGIC PLAN ALIGNMENT:**

Organizational Excellence & Public Trust

- *Strengthen public trust and confidence.*

Quality Infrastructure & Facilities

- *Ensure future viability of infrastructure and facilities.*

**LEGAL ADVICE:**

The Town Attorney provided the resolution presented for consideration.

**FINANCIAL ADVICE:**

NA

**RECOMMENDED ACTION:** Approve Resolution 2024-19.

---

*Reviewed and Approved for Presentation,*

  
\_\_\_\_\_  
Town Manager

**TOWN OF JOHNSTOWN, COLORADO  
RESOLUTION NO. 2024-19**

**RESOLUTION AMENDING THE CONSOLIDATED TOWN FEE SCHEDULE**

**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**, the Town Council has authority to establish a schedule of the fees, rates and charges levied and assessed for municipal services in the Town; and

**WHEREAS**, the Town Council finds that the fees, rates and charges set forth in the Town Fee Schedule, attached hereto and incorporated herein by reference as Exhibit A, are equitable and just; and

**WHEREAS**, the Town Council desires to amend the Town Fee Schedule.

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

- 1. The Town Council hereby amends the Town Fee Schedule.
- 2. This resolution and attached Exhibit A shall become effective immediately, and may, except as provided below, be amended from time to time by resolution of the Town Council.
- 3. The general fees contained in the Town Fee Schedule that are associated with Section 2-44 of the Johnstown Municipal Code, which are administrative in nature, may be amended from time to time by the Town Manager unless otherwise provided by law.
- 4. The fees, rates and charges set forth in the Town Fee Schedule shall supersede and replace any fees, rates or charges previously set or adopted by the Town Council for the same purpose. However, the same shall not be deemed to release, extinguish, alter, modify or change in whole or in part any liability which shall have been previously incurred, and the superseded or replaced provisions shall be treated and held as remaining in full force and effect for the purpose of sustaining any judgment, decree, order or lien.
- 5. The amended fees will be effective May 1, 2024.
- 6. If any portion of this resolution is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions.

PASSED, SIGNED, APPROVED, AND ADOPTED this \_\_\_ day of \_\_\_\_\_, 2024.

**ATTEST:**

**TOWN OF JOHNSTOWN, COLORADO**

By: \_\_\_\_\_  
Hannah Hill, Town Clerk

By: \_\_\_\_\_  
Troy D. Mellon, Mayor

# Town of Johnstown - Fee Schedule

## Chapter 13 - Municipal Utility

### ARTICLE III Water

#### **Sec. 13-72. Water Meters**

Meter Cost\*:

|            |                               |            |
|------------|-------------------------------|------------|
| 5/8" Meter | \$475.00                      |            |
| 3/4" Meter | <del>\$495.00</del>           | \$505.00   |
| 1" Meter   | <del>\$630.00</del>           | \$695.00   |
| 1.5" Meter | <del>\$875.00</del>           | \$1,165.00 |
| 2.0" Meter | <del>\$1,150.00</del>         | \$1,660.00 |
| 2.5" <     | To be individually calculated |            |

\* Meter yokes, meter pits, meter domes, including lid and inner lid are the responsibility of the contractor. All items must be listed on the approved material list.

#### **Sec. 13-86. West Water Storage Tank Fee**

West Water Storage Tank Fee \$970/SFE

# Town of Johnstown - Fee Schedule

## Chapter 13 - Municipal Utility

### ARTICLE III Water

#### **Sec. 13-72. Water Meters**

Meter Cost\*:

|            |                               |            |
|------------|-------------------------------|------------|
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#### **Sec. 13-86. West Water Storage Tank Fee**

West Water Storage Tank Fee \$970/SFE

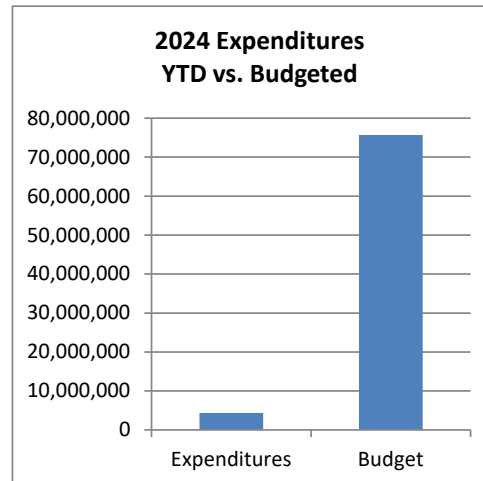
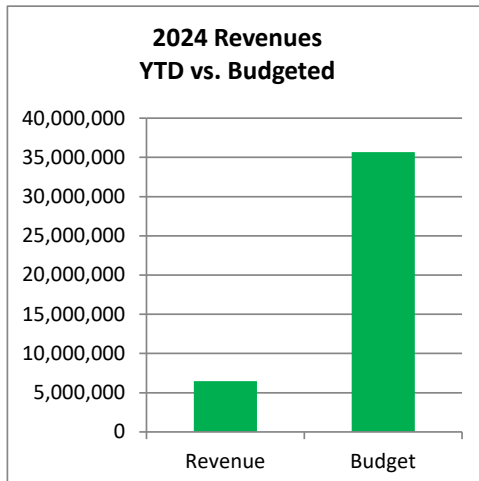
Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - General Fund  
Period Ending March 31, 2024  
Unaudited

Item #7.

| General Fund   | 2024<br>Actuals<br>March | 2024<br>Adopted<br>Budget | %            |
|--|--------------------------|---------------------------|--------------|
|  |                          |                           | Complete     |
| Beginning Fund Balance*  | 57,780,682               | 57,780,682                |              |
| <b>Revenues:</b>   |                          |                           |              |
| Taxes & Fees   | 4,923,455                | 32,347,410                | 15.2%        |
| Licenses & Permits   | 706,415                  | 2,193,300                 | 32.2%        |
| Fines & Forfeitures  | 72,478                   | 215,000                   | 33.7%        |
| Intergovernmental  | 29,721                   | 50,000                    | 59.4%        |
| Earnings on Investment   | 710,773                  | 500,000                   | 142.2%       |
| Miscellaneous Revenue  | 18,247                   | 380,000                   | 4.8%         |
| <i>Transfers In</i>  | -                        | -                         |              |
| <b>Total Operating Revenues</b>  | <b>6,461,088</b>         | <b>35,685,710</b>         | <b>18.1%</b> |
| <b>Expenditures:</b>   |                          |                           |              |
| Legislative  | 495,953                  | 1,925,100                 | 25.8%        |
| Town Manager   | 380,110                  | 2,117,435                 | 18.0%        |
| Town Clerk   | 116,597                  | 542,300                   | 21.5%        |
| Events   | 613                      | 282,050                   | 0.2%         |
| Finance  | 144,214                  | 708,120                   | 20.4%        |
| Planning   | 133,163                  | 696,050                   | 19.1%        |
| Reimbursements   | 128,751                  | 350,000                   | 36.8%        |
| Engineering  | 79,455                   | 1,313,495                 | 6.0%         |
| Inspections  | 67,511                   | 403,400                   | 16.7%        |
| Police   | 1,861,936                | 10,265,820                | 18.1%        |
| Public Works   | 161,799                  | 686,100                   | 23.6%        |
| Buildings  | 73,994                   | 1,003,300                 | 7.4%         |
| <i>Transfers Out</i>   | 734,384                  | 55,356,967                | 1.3%         |
| <b>Total Expenditures</b>  | <b>4,378,480</b>         | <b>75,650,137</b>         | <b>5.8%</b>  |
| <b>Excess (Deficiency) of Revenues and<br/>Other Sources over Expenditures</b> | <b>2,082,607</b>         | <b>(39,964,426)</b>       |              |
| Prior Period Adjustment  |                          |                           |              |
| <b>Ending Fund Balance*</b>  | <b>59,863,289</b>        | <b>17,816,256</b>         |              |

\* - Unaudited

25% of the fiscal year has elapsed



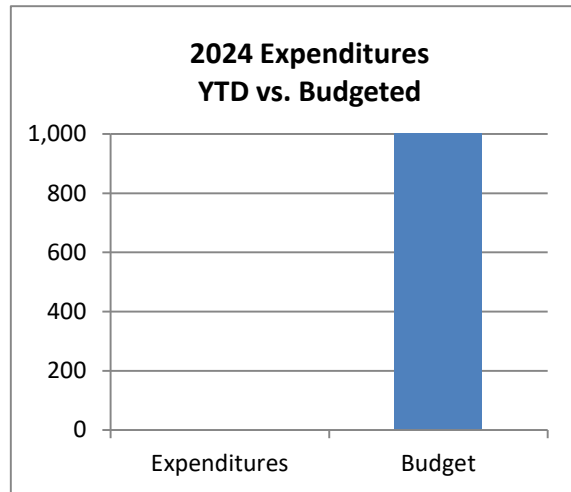
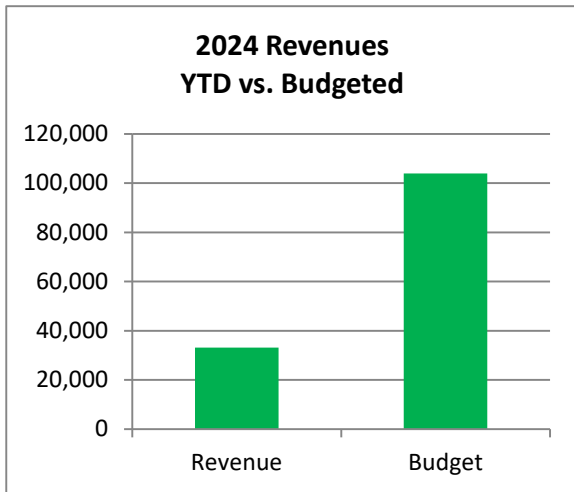
Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Conservation Trust Fund  
Period Ending March 31, 2024  
Unaudited

Item #7.

|  | 2024<br>Actuals<br>March | 2024<br>Adopted<br>Budget | %<br>Complete |
|--|--------------------------|---------------------------|---------------|
| <b>Conservation Trust Fund</b>   |                          |                           |               |
| Beginning Fund Balance*  | 264,069                  | 264,069                   |               |
| <b>Revenues:</b>   |                          |                           |               |
| Intergovernmental  | 31,440                   | 100,000                   | 31.4%         |
| Earnings on Investment   | 1,710                    | 4,000                     | 42.7%         |
|  | 33,149                   | 104,000                   | 31.9%         |
| <b>Expenditures:</b>   |                          |                           |               |
| Operations   | -                        | -                         |               |
| Capital Outlay   | -                        | 350,000                   | 0.0%          |
|  | -                        | 350,000                   |               |
| <b>Excess (Deficiency) of Revenues and<br/>Other Sources over Expenditures</b> | <b>33,149</b>            | <b>(246,000)</b>          |               |
| <br>   |                          |                           |               |
| <b>Ending Fund Balance*</b>  | <b>297,218</b>           | <b>18,069</b>             |               |

\* - Unaudited

25% of the fiscal year has elapsed



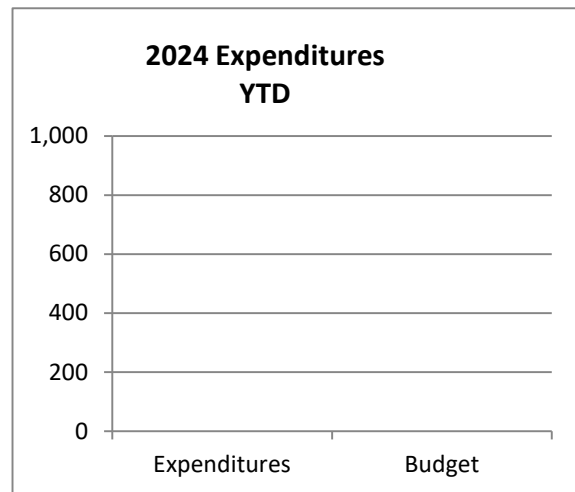
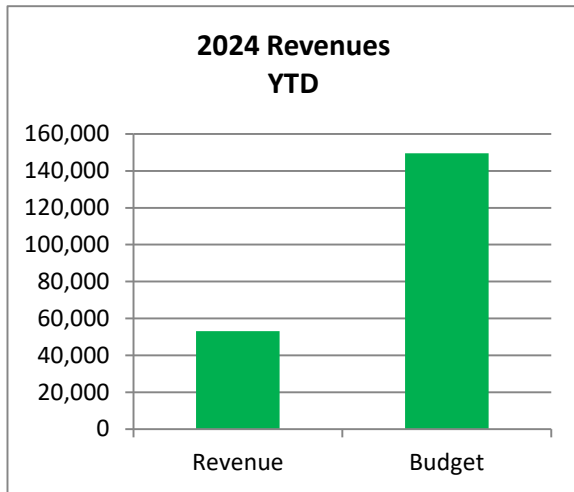
Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Arts and Culture Fund  
Period Ending March 31, 2024  
Unaudited

Item #7.

| <b>Arts &amp; Culture Fund</b>   | 2024<br>Actuals<br>March | 2024<br>Adopted<br>Budget | %        |
|--|--------------------------|---------------------------|----------|
|  |                          |                           | Complete |
| Beginning Fund Balance   | 62,558                   | 62,558                    |          |
| <b>Revenues:</b>   |                          |                           |          |
| Intergovernmental  | 53,186                   | 149,580                   | 35.6%    |
| Earnings on Investment   | -                        | -                         |          |
| <b>Total Operating Revenues</b>  | <b>53,186</b>            | <b>149,580</b>            |          |
| <b>Expenditures:</b>   |                          |                           |          |
| Operations   | -                        | -                         |          |
| Capital Outlay   | -                        | -                         |          |
| <b>Total Expenditures</b>  | <b>-</b>                 | <b>-</b>                  |          |
| <b>Excess (Deficiency) of Revenues and<br/>Other Sources over Expenditures</b> | <b>53,186</b>            | <b>149,580</b>            |          |
| <b>Ending Fund Balance*</b>  | <b>115,744</b>           | <b>212,138</b>            |          |

\* - Unaudited

25% of the fiscal year has elapsed



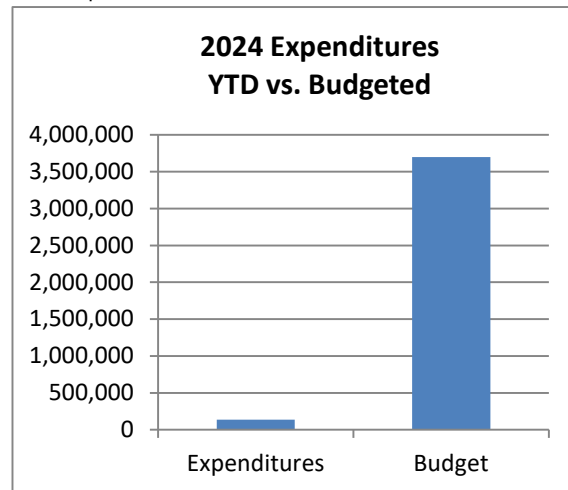
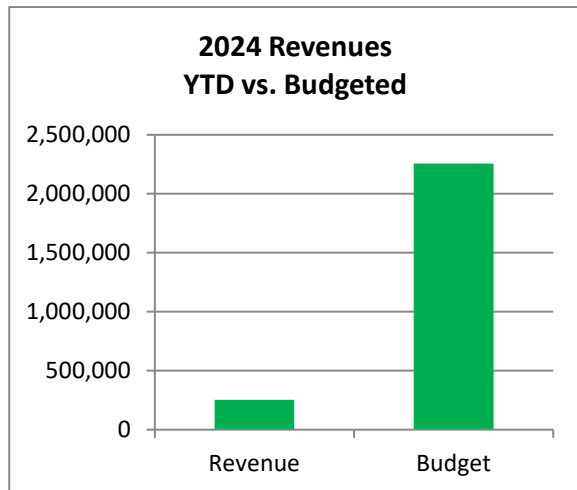
Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Parks and Open Space Fund  
Period Ending March 31, 2024  
Unaudited

Item #7.

| Parks and Open Space Fund  | 2024<br>Actuals<br>March | 2024<br>Adopted<br>Budget | %<br>Complete |
|--|--------------------------|---------------------------|---------------|
| Beginning Fund Balance*  | 8,104,788                | 8,104,788                 |               |
| <b>Revenues:</b>   |                          |                           |               |
| Taxes & Fees   | 193,290                  | 1,024,950                 | 18.9%         |
| License & Permit   | 100                      | 500                       | 20.0%         |
| Earnings on Investment   | 41,255                   | 50,000                    | 82.5%         |
| Miscellaneous Revenue  | 18,658                   | 41,000                    | 45.5%         |
| <i>Transfers In</i>  | 0                        | 1,140,000                 | 0.0%          |
| Total Operating Revenues   | 253,302                  | 2,256,450                 | 11.2%         |
| <b>Expenditures:</b>   |                          |                           |               |
| Operations   | 118,419                  | 1,621,450                 | 7.3%          |
| Capital Outlay   | 18,885                   | 2,076,000                 | 0.9%          |
| <i>Transfers Out</i>   | -                        | -                         |               |
| Total Expenditures   | 137,305                  | 3,697,450                 | 3.7%          |
| <b>Excess (Deficiency) of Revenues and<br/>Other Sources over Expenditures</b> | <b>115,998</b>           | <b>(1,441,000)</b>        |               |
| <b>Ending Fund Balance*</b>  | <b>8,220,786</b>         | <b>6,663,788</b>          |               |

\* - Unaudited

25% of the fiscal year has elapsed





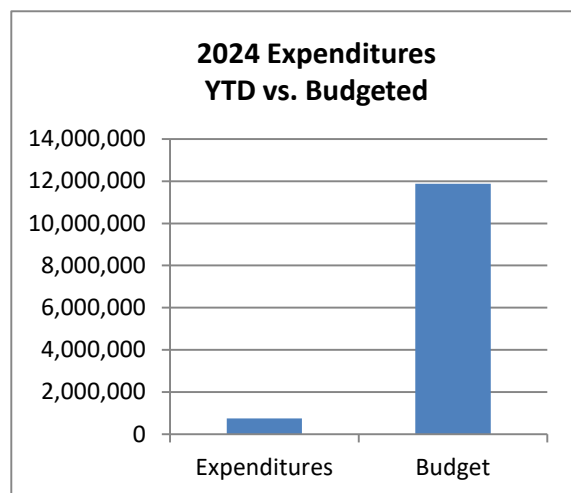
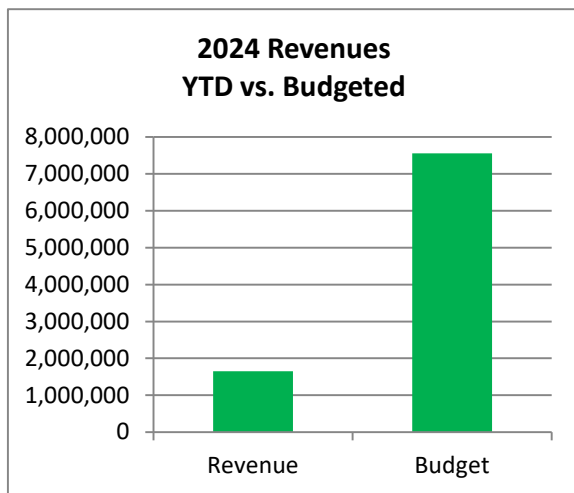
Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Street and Alley Fund  
Period Ending March 31, 2024  
Unaudited

Item #7.

|  | 2024<br>Actuals<br>March | 2024<br>Adopted<br>Budget | %            |
|--|--------------------------|---------------------------|--------------|
| <b>Street and Alley Fund</b>   |                          |                           | Complete     |
| Beginning Fund Balance*  | 20,727,786               | 20,727,786                |              |
| <b>Revenues:</b>   |                          |                           |              |
| Taxes & Fees   | 941,211                  | 5,080,000                 | 18.5%        |
| Intergovernmental  | -                        | 115,000                   | 0.0%         |
| Charges for Services   | 265,940                  | 985,000                   | 27.0%        |
| Capital Investment Fees  | 342,002                  | 1,276,375                 | 26.8%        |
| Earnings on Investment   | 101,531                  | 100,000                   | 101.5%       |
| Miscellaneous Revenues   | -                        | 1,000                     | 0.0%         |
| Transfers In   | -                        | -                         |              |
| <b>Total Operating Revenues</b>  | <b>1,650,685</b>         | <b>7,557,375</b>          | <b>21.8%</b> |
| <b>Expenditures:</b>   |                          |                           |              |
| Operations & Maintenance   | 580,370                  | 5,501,250                 | 10.5%        |
| Capital  | 168,565                  | 6,384,000                 | 2.6%         |
| <b>Total Expenditures</b>  | <b>748,935</b>           | <b>11,885,250</b>         | <b>6.3%</b>  |
| <b>Excess (Deficiency) of Revenues and<br/>Other Sources over Expenditures</b> | <b>901,750</b>           | <b>(4,327,875)</b>        |              |
| <b>Ending Fund Balance*</b>  | <b>21,629,536</b>        | <b>16,399,911</b>         |              |

\* - Unaudited

25% of the fiscal year has elapsed



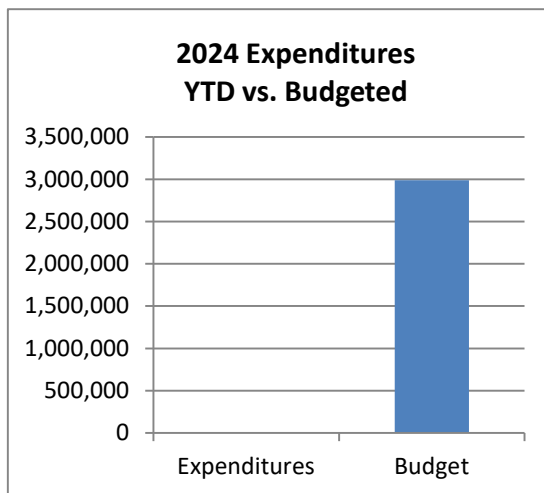
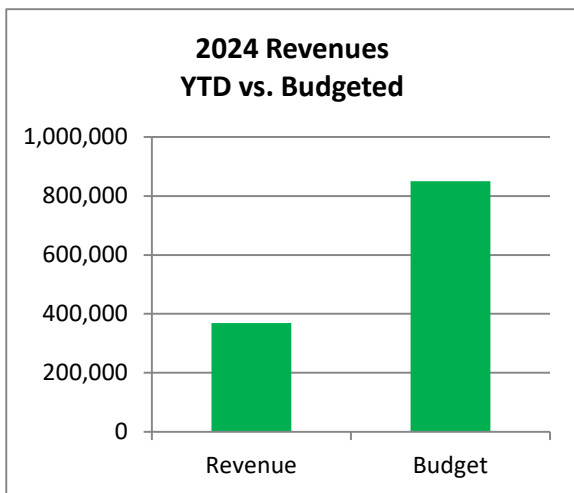
Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Capital Projects Fund  
Period Ending March 31, 2024  
Unaudited

Item #7.

|  | 2024<br>Actuals<br>March | 2024<br>Adopted<br>Budget | %        |
|--|--------------------------|---------------------------|----------|
| <b>Capital Projects Fund</b>   |                          |                           | Complete |
| Beginning Fund Balance*  | 10,830,773               | 10,830,773                |          |
| <b>Revenues:</b>   |                          |                           |          |
| Taxes and Fees   | 215,723                  | 800,000                   | 27.0%    |
| Miscellaneous Revenue  | -                        | -                         |          |
| Interest   | 152,700                  | 100,000                   | 152.7%   |
| <i>Transfers In</i>  | -                        | (50,000)                  | 0.0%     |
|  | 368,423                  | 850,000                   |          |
| Total Operating Revenues   | 368,423                  | 850,000                   | 43.3%    |
| <b>Expenditures:</b>   |                          |                           |          |
| Capital Outlay   | 8,978                    | 2,988,500                 | 0.3%     |
| <i>Transfers Out</i>   | -                        | -                         |          |
|  | 8,978                    | 2,988,500                 |          |
| Total Expenditures   | 8,978                    | 2,988,500                 | 0.3%     |
| <b>Excess (Deficiency) of Revenues and<br/>Other Sources over Expenditures</b> | <b>359,445</b>           | <b>(2,138,500)</b>        |          |
| <b>Ending Fund Balance*</b>  | <b>11,190,218</b>        | <b>8,692,273</b>          |          |

\* - Unaudited

25% of the fiscal year has elapsed



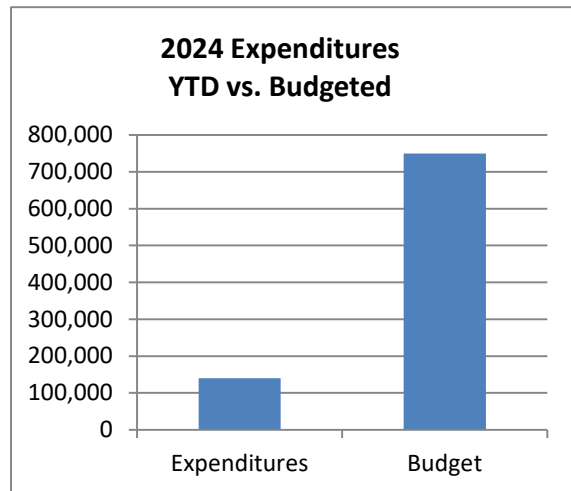
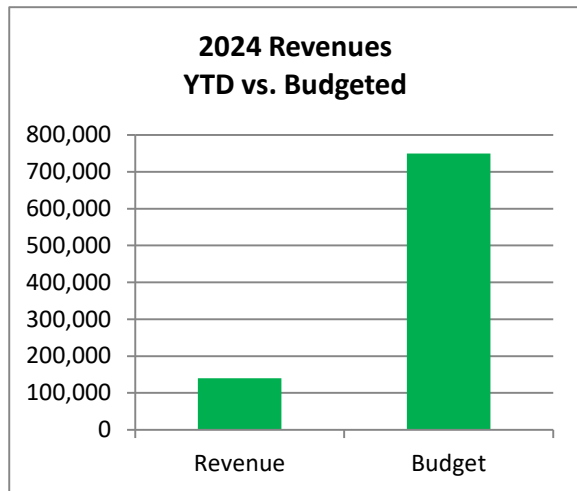
Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Tax Allocation Fund  
Period Ending March 31, 2024  
Unaudited

Item #7.

| <b>Tax Allocation Fund</b>   | 2024<br>Actuals<br>March | 2024<br>Adopted<br>Budget | %        |
|--|--------------------------|---------------------------|----------|
|  |                          |                           | Complete |
| Beginning Fund Balance*  | 41,435                   | 41,435                    |          |
| <b><u>Revenues:</u></b>  |                          |                           |          |
| Taxes & Fees   | 139,695                  | 750,000                   | 18.6%    |
| Earnings on Investment   | -                        | -                         |          |
| <b>Total Operating Revenues</b>  | <b>139,695</b>           | <b>750,000</b>            | 18.6%    |
| <b><u>Expenditures:</u></b>  |                          |                           |          |
| Miscellaneous  | 139,695                  | 750,000                   | 18.6%    |
| <b>Total Expenditures</b>  | <b>139,695</b>           | <b>750,000</b>            | 18.6%    |
| <b>Excess (Deficiency) of Revenues and<br/>Other Sources over Expenditures</b> | <b>-</b>                 | <b>-</b>                  |          |
| <br><b>Ending Fund Balance*</b>  | <br><b>41,435</b>        | <br><b>41,435</b>         |          |

\* - Unaudited

25% of the fiscal year has elapsed



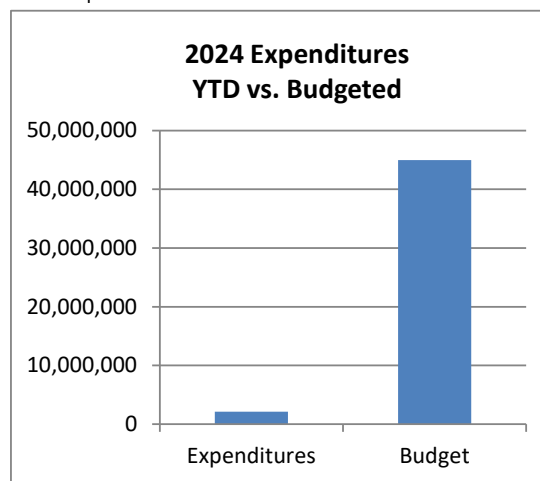
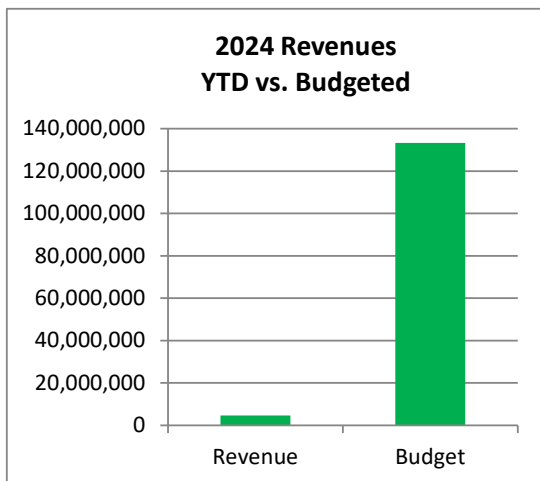
Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Water Fund  
Period Ending March 31, 2024  
Unaudited

Item #7.

| <b>Water Fund</b>  | 2024<br>Actuals<br>March | 2024<br>Adopted<br>Budget | %        |
|--|--------------------------|---------------------------|----------|
|  |                          |                           | Complete |
| Beginning Cash Balance*  | 23,133,505               | 23,133,505                |          |
| <b>Revenues:</b>   |                          |                           |          |
| Charges for Services   | 1,070,441                | 5,935,000                 | 18.0%    |
| Total Operating Revenues   | 1,070,441                | 5,935,000                 | 18.0%    |
| <b>Expenses:</b>   |                          |                           |          |
| Administration   | 40,880                   | 304,100                   | 13.4%    |
| Operations   | 969,882                  | 6,185,450                 | 15.7%    |
| Capital Outlay   | 857,509                  | 37,477,500                | 2.3%     |
| Depreciation   | 248,550                  | 994,200                   | 25.0%    |
| Transfers Out  | -                        | -                         |          |
| Total Operating Expenses   | 2,116,820                | 44,961,250                | 4.7%     |
| Operating Income (Loss)  | (1,046,380)              | (39,026,250)              |          |
| <b>Non-Operating Revenues (Expenses)</b>                                   |                          |                           |          |
| Tap Fees   | 897,308                  | 1,397,933                 | 64.2%    |
| Capital Investment Fees  | 746,794                  | 1,100,925                 | 67.8%    |
| Misc. Revenues   | 1,722,980                | 52,536,000                | 3.3%     |
| Interest   | 216,185                  | 250,000                   | 86.5%    |
| Debt Proceeds  | 0                        | 72,000,000                | 0.0%     |
| Total Non-Operating Revenues (Expenses)                                    | 3,583,267                | 127,284,858               | 2.8%     |
| <b>Excess (Deficiency) of Revenues and<br/>Other Sources over Expenses</b> | <b>2,536,888</b>         | <b>88,258,608</b>         |          |
| <b>Ending Cash Balance*</b>  | <b>25,670,393</b>        | <b>\$ 111,392,113</b>     |          |

\* - Unaudited

25% of the fiscal year has elapsed



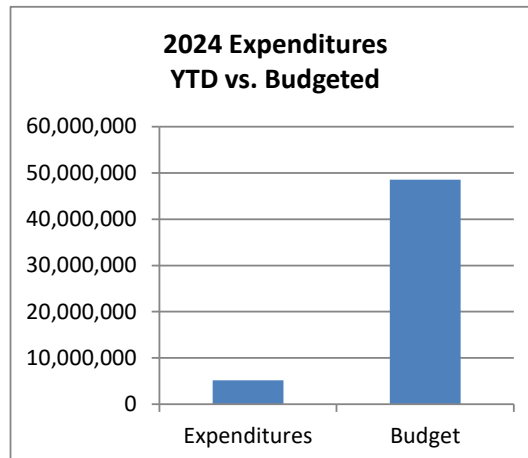
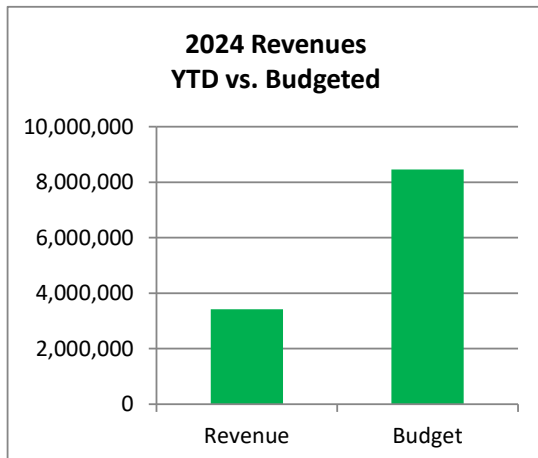
Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Sewer Fund  
Period Ending March 31, 2024  
Unaudited

Item #7.

| <b>Sewer Fund</b>  | 2024<br>Actuals<br>March | 2024<br>Adopted<br>Budget | %        |
|--|--------------------------|---------------------------|----------|
|  |                          |                           | Complete |
| Beginning Cash Balance*  | 67,754,753               | 67,754,753                |          |
| <b>Revenues:</b>   |                          |                           |          |
| Charges for Services   | 965,689                  | 3,795,000                 | 25.4%    |
| Total Operating Revenues   | 965,689                  | 3,795,000                 | 25.4%    |
| <b>Expenses:</b>   |                          |                           |          |
| Administration   | 40,536                   | 292,100                   | 13.9%    |
| Operations   | 533,915                  | 2,626,440                 | 20.3%    |
| Capital Outlay   | 4,338,839                | 41,722,500                | 10.4%    |
| Depreciation   | 281,325                  | 1,125,300                 | 25.0%    |
| Debt Service   | -                        | 2,767,650                 | 0.0%     |
|  | -                        | -                         |          |
| Total Operating Expenses   | 5,194,615                | 48,533,990                | 10.7%    |
| Operating Income (Loss)  | (4,228,926)              | (44,738,990)              |          |
| <b>Non-Operating Revenues (Expenses)</b>                                   |                          |                           |          |
| Capital Improvement Fees   | 1,600,571                | 4,138,775                 | 38.7%    |
| Misc. Revenues   | -                        | 25,000                    | 0.0%     |
| Interest   | 858,187                  | 500,000                   | 171.6%   |
| Transfers In/(Out)   | -                        | -                         |          |
| Total Non-Operating Revenues (Expenses)                                    | 2,458,758                | 4,663,775                 | 52.7%    |
| <b>Excess (Deficiency) of Revenues and<br/>Other Sources over Expenses</b> | <b>(1,770,169)</b>       | <b>(40,075,215)</b>       |          |
| <b>Ending Cash Balance*</b>  | <b>65,984,584</b>        | <b>27,679,538</b>         |          |

\* - Unaudited

25% of the fiscal year has elapsed



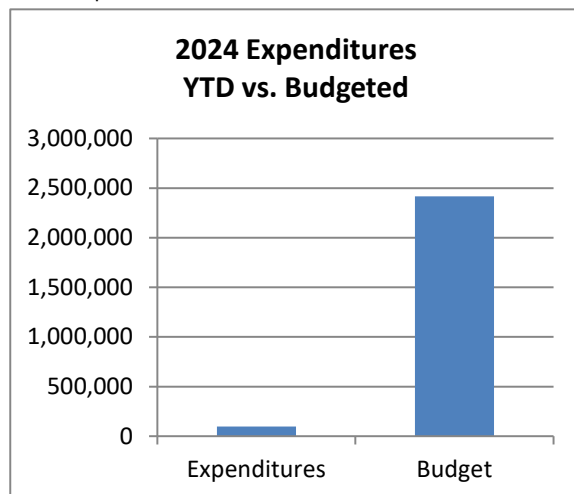
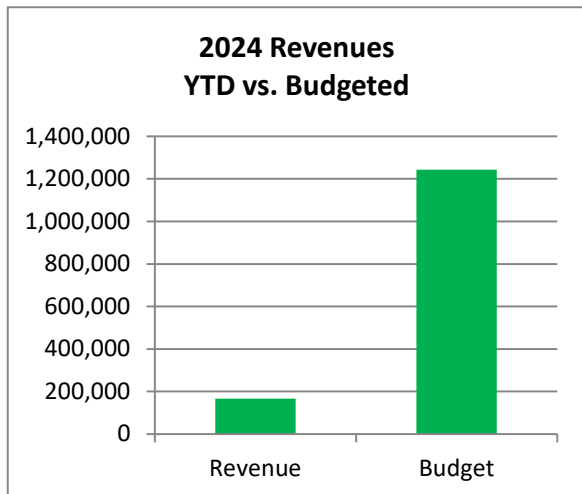
Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Drainage Fund  
Period Ending March 31, 2024  
Unaudited

Item #7.

| Drainage Fund  | 2024<br>Actuals<br>March | 2024<br>Adopted<br>Budget | %<br>Complete |
|--|--------------------------|---------------------------|---------------|
| Beginning Cash Balance*  | 4,247,725                | 4,247,725                 |               |
| <b>Revenues:</b>   |                          |                           |               |
| Charges for Services   | 137,836                  | 525,000                   | 26.3%         |
| Total Operating Revenues   | 137,836                  | 525,000                   | 26.3%         |
| <b>Expenses:</b>   |                          |                           |               |
| Administration   | 29,281                   | 164,390                   | 17.8%         |
| Operations   | 56,640                   | 1,213,100                 | 4.7%          |
| Capital Improvements   | 11,323                   | 1,038,400                 | 1.1%          |
| Transfer Out   | -                        | -                         |               |
| Total Operating Expenses   | 97,244                   | 2,415,890                 | 4.0%          |
| Operating Income (Loss)  | 40,592                   | (1,890,890)               |               |
| <b>Non-Operating Revenues (Expenses)</b>                                   |                          |                           |               |
| Capital Revenues   | -                        | 220,000                   | 0.0%          |
| Misc. Revenues   | -                        | 457,560                   | 0.0%          |
| Interest   | 29,044                   | 40,000                    | 72.6%         |
| Total Non-Operating Revenues (Expenses)                                    | 29,044                   | 717,560                   | 4.0%          |
| <b>Excess (Deficiency) of Revenues and<br/>Other Sources over Expenses</b> | <b>69,636</b>            | <b>(1,173,330)</b>        |               |
| <b>Ending Cash Balance*</b>  | <b>4,317,361</b>         | <b>3,074,395</b>          |               |

\* - Unaudited

25% of the fiscal year has elapsed



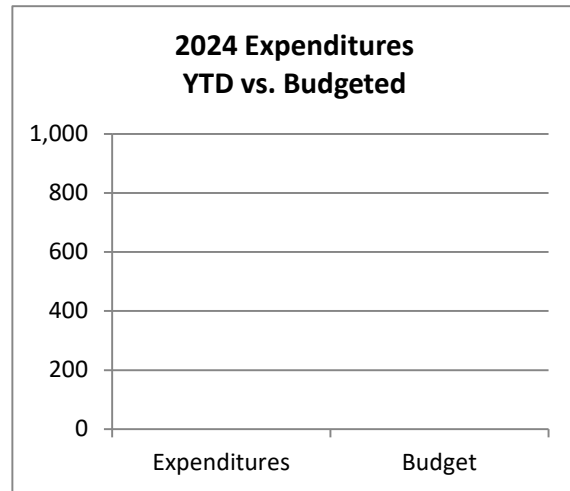
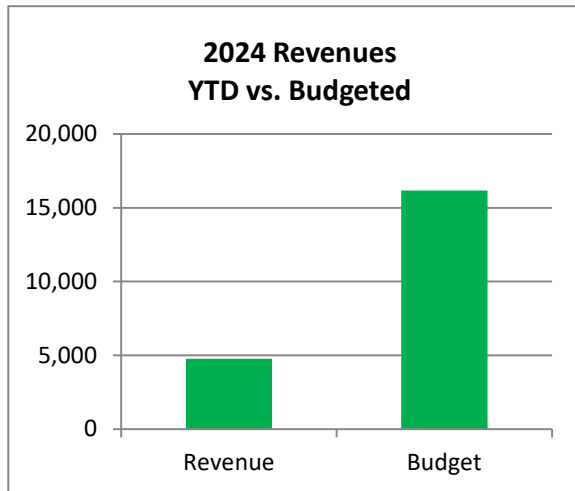
Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Cemetery Perpetual Fund  
Period Ending March 31, 2024  
Unaudited

Item #7.

| Cemetery Perpetual Fund  | 2024<br>Actuals<br>March | 2024<br>Adopted<br>Budget | %<br>Complete |
|--|--------------------------|---------------------------|---------------|
| Beginning Fund Balance*  | 186,411                  | 186,411                   |               |
| <b>Revenues:</b>   |                          |                           |               |
| Miscellaneous Revenue  | 3,063                    | 12,560                    | 24.4%         |
| Earnings on Investment   | 1,698                    | 3,600                     | 47.2%         |
| Total Operating Revenues   | 4,761                    | 16,160                    | 29.5%         |
| <b>Expenditures:</b>   |                          |                           |               |
| Operations & Maintenance   | -                        | -                         |               |
| Capital Outlay   | -                        | -                         |               |
| Transfers Out  | -                        | -                         |               |
| Total Expenditures   | -                        | -                         |               |
| <b>Excess (Deficiency) of Revenues and<br/>Other Sources over Expenditures</b> | <b>4,761</b>             | <b>16,160</b>             |               |
| <b>Ending Fund Balance*</b>  | <b>191,172</b>           | <b>202,571</b>            |               |

\* - Unaudited

25% of the fiscal year has elapsed



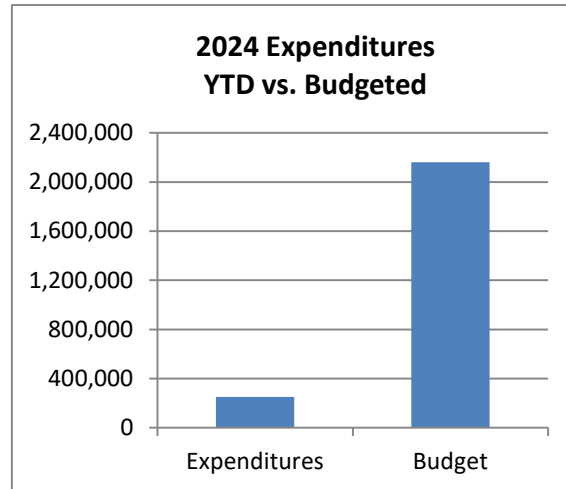
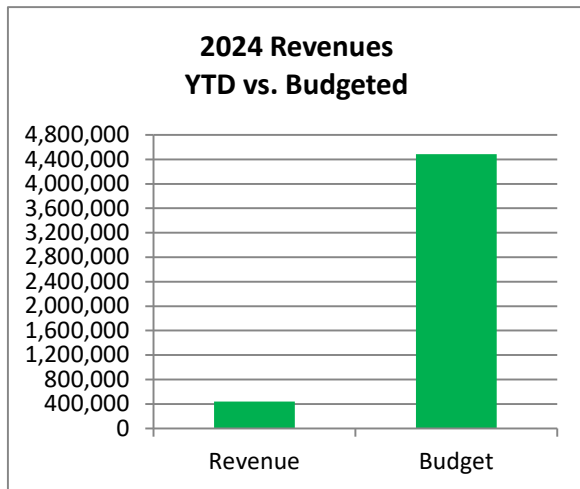
Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Library Fund  
Period Ending March 31, 2024  
Unaudited

Item #7.

| Library Fund   | 2024<br>Actuals<br>March | 2024<br>Adopted<br>Budget | %<br>Complete |
|--|--------------------------|---------------------------|---------------|
| Beginning Fund Balance*  | 10,477,955               | 10,477,955                |               |
| <b>Revenues:</b>   |                          |                           |               |
| Intergovernmental  | -                        | 1,292,842                 | 0.0%          |
| Miscellaneous Revenue  | 98                       | 13,500                    | 0.7%          |
| Capital Investment Fees  | 132,966                  | 373,950                   | 35.6%         |
| Interest   | 44,721                   | 500,000                   | 8.9%          |
| <i>Transfers In</i>  | 260,990                  | 2,304,387                 | 11.3%         |
| Total Operating Revenues   | 438,774                  | 4,484,679                 | 9.8%          |
| <b>Expenditures:</b>   |                          |                           |               |
| Operations   | 249,983                  | 2,161,500                 | 11.6%         |
| Capital Outlay   | -                        | -                         |               |
| Total Expenditures   | 249,983                  | 2,161,500                 | 11.6%         |
| <b>Excess (Deficiency) of Revenues and<br/>Other Sources over Expenditures</b> | <b>188,791</b>           | <b>2,323,179</b>          |               |
| <b>Ending Fund Balance*</b>  | <b>10,666,746</b>        | <b>12,801,134</b>         |               |

\* - Unaudited

25% of the fiscal year has elapsed





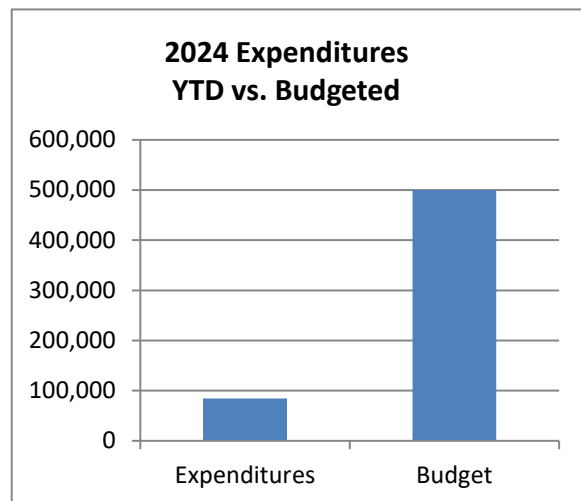
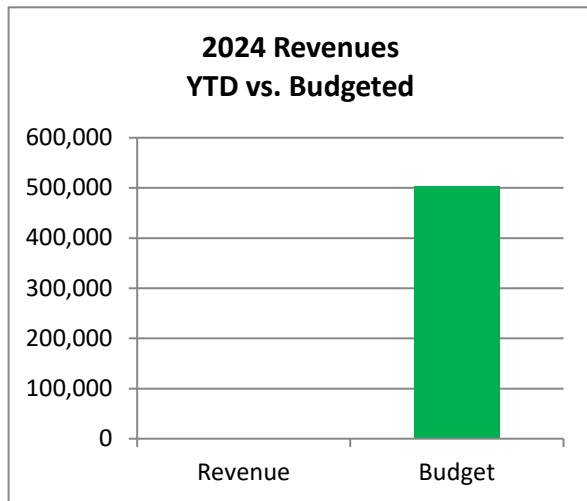
Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Recreation Center Fund  
Period Ending March 31, 2024  
Unaudited

Item #7.

| Recreation Center Fund   | 2024<br>Actuals<br>March | 2024<br>Adopted<br>Budget | %<br>Complete |
|--|--------------------------|---------------------------|---------------|
| Beginning Fund Balance*  | (210,959)                | (210,959)                 |               |
| <b><u>Revenues:</u></b>  |                          |                           |               |
| State Grants   | -                        | 0                         |               |
| Transfers In   | -                        | 503,000                   | 0.0%          |
| Earnings on Investment   | -                        | -                         |               |
| Total Operating Revenues   | -                        | 503,000                   |               |
| <b><u>Expenditures:</u></b>  |                          |                           |               |
| Operations & Maintenance   | 84,577                   | 500,000                   | 16.9%         |
| Capital Outlay   | -                        | -                         |               |
| Total Expenditures   | 84,577                   | 500,000                   | 16.9%         |
| <b>Excess (Deficiency) of Revenues and<br/>Other Sources over Expenditures</b> | <b>(84,577)</b>          | <b>3,000</b>              |               |
| <b>Ending Fund Balance*</b>  | <b>(295,536)</b>         | <b>(207,959)</b>          |               |

\* - Unaudited

25% of the fiscal year has elapsed



February 20, 2024

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

January 2024 minutes were approved. Financial reports for January were reviewed, ending with:

Beginning balance \$59,419.29

Inflow \$327,924.79

Outflow \$105,832.40

Ending balance \$281,511.68

Petty Cash Beginning and Ending \$2205.01

Colorado Trust beginning balance \$7,637,598.03

Colorado Trust end balance \$7,673,943.51

Amended budget for 2024 was submitted.

Director's report was given by Dylann Leal. Artist-in-Residence (Rod Henderson) is remaining anonymous for safety reasons. He has displayed his antique gun collection.

There is the possibility of board members having email addresses under Colorado's Open Meetings Law. Addresses would be through a Google business account for \$6.00 per month per user.

Ink Riot Marketing is being contacted for redesigning the website. This is who Hudson Public Library uses.

Paul with Vertex Flooring and Design is working on small projects after completion of the backroom remodel. Tharp Custom Cabinetry gave samples of cabinet colors in shades of purple for the children's work area.

Staff training was provided January 26. This included fire safety, ladder safety, and social media ad design. Staff suggested future training in CPR and First Aid, emergency preparedness, and mental health.

Kristi submitted 2023 data to Milliken Town Manager, Cheryl Powell.

Dylann registered with Colorado Association of Libraries and submitted a volunteer form to evaluate program submission for the CAL conference in September 2024 in Breckenridge.

Diana would like to enroll in classes online that are geared toward preparing educators for teaching music to young children. Classes must be completed within 90 days.

Dylann provided some fun facts:

\*On average in 2023, 30% of check outs were conducted on the self-check machines.

\*246.6 lbs. of food was donated

Dylann presented a picture slideshow with highlights from each month in 2023. All in all, there were 570 events with 16,752 attendees.

Strategic Planning Discussion: More outdoor story times in the new outdoor classroom, capital improvement plan (What does it look like to add a space in northern Johnstown or Ledge Rock?), there's the idea of having the Milliken location move into the middle school building when it gets renovated

Dylann has been trying to work with the district for several months on fixing or replacing the broken Glo forge.

Statistics: Johnstown door count 9635

Johnstown circulation: 9197 (up about 1000 from January 2023)

Milliken door count 364

Milliken circulation 309

The meeting was adjourned at 8:30 pm. The next meeting is March 19, 2024 at 7:00pm.

Submitted by Corina Strickland

| JONES MEMORIAL LIBRARY CASH FLOW REPORT - FEB 2024 |                              |               | Y-T-D         | 2024 BUDGET     |         | Notes                 |
|--|------------------------------|---------------|---------------|-----------------|---------|-----------------------|
| BEGINNING CHECKING BALANCE                         |                              | \$ 281,511.68 | \$ 59,419.29  | \$ 20,000.00    | To Date |                       |
| INFLOWS  | Donations/Grants             | \$ -          | \$ 50.00      | \$ 3,500.00     |         | Item #8.              |
|  | Interest                     | \$ 304.44     | \$ 71,085.37  | \$ 500,000.00   |         |                       |
|  | Misc Income                  | \$ 785.12     | \$ 832.67     | \$ 10,000.00    |         |                       |
|  | <i>Investments</i>           | \$ -          | \$ -          | \$ -            |         |                       |
|  | Town of Johnstown            | \$ 202,662.06 | \$ 530,135.13 | \$ 2,431,945.00 |         | \$127,324 impact fees |
|  | High Plains Library District | \$ -          | \$ -          | \$ 1,292,842.00 |         |                       |
| INFLOWS TOTAL                                      |                              | \$ 203,751.62 | \$ 602,103.17 | \$ -            |         |                       |
| TOTAL AVAILABLE FUNDS                              |                              | \$ 485,263.30 |               | \$ 4,258,287.00 |         |                       |
| OUTFLOWS   | Advertising                  | \$ 1,716.00   | \$ 5,139.00   | \$ 22,000.00    |         |                       |
|  | Books -91                    | \$ 1,132.45   | \$ 2,880.88   | \$ 60,000.00    | 192     |                       |
|  | DVD/Audio -19                | \$ 654.06     | \$ 1,951.38   | \$ 15,000.00    | 62      |                       |
|  | Library of Things            | \$ 399.00     | \$ 1,308.73   | \$ 15,000.00    |         |                       |
|  | Collection Fees/Bad Debts    | \$ -          | \$ -          | \$ 2,000.00     |         |                       |
|  | Computer Expenses            | \$ -          | \$ -          | \$ 5,000.00     |         |                       |
|  | Equipment & Furniture        | \$ 129.99     | \$ 129.99     | \$ 40,000.00    |         |                       |
|  | MakerSpace                   | \$ -          | \$ 931.93     | \$ 20,000.00    |         |                       |
|  | Gifts Given                  | \$ 1.23       | \$ 119.32     | \$ 2,500.00     |         |                       |
|  | <i>Investments</i>           | \$ 350,000.00 | \$ 350,000.00 | \$ 2,096,787.00 |         |                       |
|  | Legal Fees/Consulting Fees   | \$ -          | \$ -          | \$ 10,000.00    |         |                       |
|  | Maintenance/Building Exp.    | \$ 2,580.74   | \$ 5,675.47   | \$ 75,000.00    |         |                       |
|  | Memberships/Licenses         | \$ -          | \$ -          | \$ 2,500.00     |         |                       |
|  | Milliken Location            | \$ 640.39     | \$ 1,450.68   | \$ 20,000.00    |         |                       |
|  | Outreach                     | \$ -          | \$ -          | \$ 10,000.00    |         |                       |
|  | Professional Enrichment      | \$ -          | \$ -          | \$ 5,000.00     |         |                       |
|  | Programming                  | \$ 816.93     | \$ 3,814.31   | \$ 200,000.00   |         |                       |
|  | MakerSpace                   | \$ 151.46     | \$ 452.03     | \$ 15,000.00    |         |                       |
|  | Salaries/Benefits/Perks      | \$ 79.55      | \$ 1,174.45   | \$ 750,000.00   |         |                       |
|  | Health Ins./Retirement       | \$ -          | \$ -          | \$ 112,500.00   |         |                       |
|  | Subscriptions, Periodicals   | \$ 106.17     | \$ 106.17     | \$ 5,000.00     |         |                       |
|  | Supplies, Janitorial         | \$ 115.13     | \$ 165.73     | \$ 3,000.00     |         |                       |
|  | Supplies/Expenses, Library   | \$ 642.51     | \$ 1,733.27   | \$ 12,000.00    |         |                       |
|  | Telephone                    | \$ 540.61     | \$ 1,119.61   | \$ 10,000.00    |         |                       |
|  | Utilities                    | \$ 3,782.34   | \$ 7,828.89   | \$ 50,000.00    |         |                       |
|  | Capital Improvement          | \$ 2,479.50   | \$ 85,818.62  | \$ 700,000.00   |         |                       |
|  | Transfer to petty cash       | \$ -          | \$ -          | \$ -            |         |                       |
| OUTFLOWS TOTAL                                     |                              | \$ 365,968.06 | \$ 471,800.46 | \$ 4,258,287.00 |         |                       |
| ENDING CHECKING BALANCE                            |                              | \$ 119,295.24 |               |                 |         |                       |
|  |                              |               |               |                 |         | Notes                 |

|                              |   |                 |              |  |  |       |
|------------------------------|---|-----------------|--------------|--|--|-------|
| BEGINNING PETTY CASH BALANCE |   | \$ 2,205.01     |              |  |  |       |
|                              | Transfer from regular checking          | \$ -            |              |  |  |       |
|                              | Programming                             | \$ -            |              |  |  |       |
| ENDING PETTY CASH BALANCE    |   | \$ 2,205.01     |              |  |  |       |
|                              |   |                 |              |  |  |       |
|                              | <b><i>COLORADO TRUST INVESTMENT</i></b> |                 | <b>Y-T-D</b> |  |  |       |
| BEGINNING BALANCE            |   | \$ 7,673,943.51 |              |  |  | ***** |
|                              | Dividend -5.5162%                       | \$ 34,081.28    | \$ 70,426.76 |  |  |       |
|                              | <i>Contribution</i>                     | \$ 350,000.00   |              |  |  |       |
|                              | <i>Withdrawal</i>                       | \$ -            |              |  |  |       |
| ENDING BALANCE               |   | \$ 8,058,024.79 |              |  |  |       |

Item #8.