



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

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO
Monday, April 15, 2024 at 7:45 PM

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

AGENDA

CALL TO ORDER

1. Administer Oath of Office - Newly Elected Council Members and Mayor

Pledge of Allegiance

ROLL CALL

AGENDA APPROVAL

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.

TOWN MANAGER REPORT

TOWN ATTORNEY REPORT

NEW BUSINESS

2. Appoint Mayor Pro Tem
3. Appoint Municipal Judge
4. Memorandum of Understanding of the Town of Johnstown and the Town of Milliken – Application to Change the Use of Shares of the Consolidated Hillsborough Ditch Company
5. Resolution 2024-20: Adoption of Level 2 Drought Condition Water Conservation Measures

PUBLIC HEARING

6. Yellow Roof Annexation – Case No. ANX23-0002
 - Resolution 2024-18: Accepting the Findings of Fact and Conclusions for the Yellow Roof Annexation
 - Ordinance 2024-250: Approving the Annexation of Certain Unincorporated Lands Located in Larimer County Known as the Yellow Roof Annexation
 - Ordinance 2024-251: Approving the Establishment of I-1 (Industrial, Light) Zoning on the Property Known as the Yellow Roof Annexation

COUNCIL REPORTS AND COMMENTS

The Community that Cares

MAYOR'S COMMENTS

INFORMATIONAL ITEMS

[7.](#) Informational Items

ADJOURN

AMERICANS WITH DISABILITIES ACT NOTICE

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

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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TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: April 15, 2024

SUBJECT: Administer Oath of Office – Newly Elected Councilmembers and Mayor

ACTION PROPOSED: Administer Oath of Office to Newly Elected Councilmembers and Mayor

ATTACHMENTS: 1. Oath of Office

PRESENTED BY: Hannah Hill, Town Clerk

AGENDA ITEM DESCRIPTION:

Section 2.4C., (Term of Office; Time of Taking Office; Oath) of the Town Charter provides, in part, for the following:

“Before taking office, the Mayor and each Councilmember shall take and file with the Town Clerk an oath or affirmation to support the United States Constitution, the Colorado Constitution, the Charter, ordinances, and codes of the Town and to faithfully perform the duties of the office.”

The Town Clerk will be administering the following oath of office to the newly elected council members and mayor:

“I (name of individual) do swear that I will support the constitution of the United States of America, the Constitution of the State of Colorado, The Town of Johnstown Charter, ordinances, and codes, and faithfully perform the duties of the office of (title of office) upon which I am about to enter, to the best of my ability.”

STRATEGIC PLAN ALIGNMENT:

- Organizational Excellence & Public Trust
 - Strengthen public trust and confidence
 - Engage, inform, and involve the community

The Community that Cares

LEGAL ADVICE:

N/A

FINANCIAL ADVICE:

N/A

RECOMMENDED ACTION: Administer the Oath of Office to Newly Elected Councilmembers and Mayor

SUGGESTED MOTIONS:

N/A

Reviewed and Approved for Presentation,



Town Manager



450 S. Parish Avenue
Johnstown, CO 80534
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OATH OF OFFICE

STATE OF COLORADO

COUNTIES: Weld and Larimer

TOWN: Johnstown

I, _____ do swear, that I will support the constitution of the United States,
the Constitution of the State of Colorado, the Town of Johnstown Charter,
ordinances and codes, and faithfully perform the duties of
Councilmember, upon which I am about to enter, to the best of my ability.

Signature: _____

Subscribed and sworn to, before me, this _____ day of _____, 2024.

Officer administering oath:

Title: Town Clerk

Address: 450 S Parish Johnstown, Colorado 80534



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TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: April 15, 2024

SUBJECT: Appointment of Mayor Pro Tem

ACTION PROPOSED: Appointment of Mayor Pro Tem

PRESENTED BY: Hannah Hill, Town Clerk

AGENDA ITEM DESCRIPTION:

Section 2.2 (Mayor, Mayor Pro Tem) of the Town Charter provides for the following:

“By the affirmative vote of a majority of the entire Council, a Councilmember shall be appointed as Mayor Pro Tem for the term as prescribed by ordinance to perform the responsibilities and duties of the Mayor when the Mayor is absent or is otherwise unable to perform the responsibilities and duties of the Mayor.”

STRATEGIC PLAN ALIGNMENT:

- Organizational Excellence & Public Trust
 - *Strengthen public trust and confidence*
 - *Engage, inform, and involve the community*

LEGAL ADVICE:

N/A.

FINANCIAL ADVICE:

N/A

RECOMMENDED ACTION: Appoint a member of Council as Mayor Pro Tem.

SUGGESTED MOTIONS:

I Move to Appoint (Name of Councilmember) as Mayor Pro Tem

If more than one Councilmember is nominated, votes will take place with a secret ballot provided by the Town Clerk.

Reviewed and Approved for Presentation,



Town Manager



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TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: April 15, 2024
SUBJECT: Appointment of Municipal Judge
ACTION PROPOSED: Appointment of Municipal Judge
PRESENTED BY: Hannah Hill, Town Clerk

AGENDA ITEM DESCRIPTION:

Article 10 (Municipal Judge) of the Town Charter states, in part, the following:

“The Town Council shall appoint, by majority vote of the entire Council, a presiding municipal judge. Each municipal judge shall be appointed for a two (2) year term.”

Judge Mike Lazar was initially appointed Municipal Judge in May of 2002. In March 2023 three deputy judges were appointed: David Thrower, Thomas Ramunda, and Teresea Ablao. Per the Charter, the deputy judges will need reappointment in 2025, however the presiding Municipal Judge will need reappointment after each Johnstown Election.

STRATEGIC PLAN ALIGNMENT:

- Organizational Excellence & Public Trust
 - *Strengthen public trust and confidence*
 - *Engage, inform, and involve the community*

LEGAL ADVICE:

N/A

FINANCIAL ADVICE:

N/A

RECOMMENDED ACTION: Appoint the Municipal Court Judge

SUGGESTED MOTIONS:

For Approval:

Option: I Move to Appoint (Name of Selected Judge) as the Presiding Judge for Johnstown Municipal Court.

Option: I Move to Direct Staff to Open a Request for Proposal for Municipal Court Judge

For Denial:

Option: I Move to Deny Appointment of a Municipal Court Judge.

Option: I Move to Deny Appointment of a Municipal Court Judge and Direct the Town Manager to Open a Request for Proposal.

Reviewed and Approved for Presentation,



Town Manager



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TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: April 15, 2024

SUBJECT: Memorandum of Understanding of the Town of Johnstown and the Town of Milliken – Application to Change the Use of Shares of the Consolidated Hillsborough Ditch Company

ACTION PROPOSED: Consider the Memorandum of Understanding Between the Town of Johnstown and Milliken

ATTACHMENTS:

1. Memorandum of Understanding
2. Exhibit A – Preliminary

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

Presented for your review and consideration is a Memorandum of Understanding (MOU) between the Town of Johnstown and Town of Milliken. Johnstown and Milliken have been working collaboratively for a year now, towards filing a joint water court change case application. The water proposed to be changed in this application will be the Consolidated Hillsborough Ditch Company (CHDC) and the change of use will be for municipal use. Both Johnstown and Milliken are influenced and have the Hillsborough Ditch in their community. Given the existence of the ditch in our communities and the need for this water in the future to provide adequate supply to our respective areas, Johnstown approached Milliken about the idea of a joint change case. This agreement is a result of those efforts.

To provide some greater context, irrigation water for agricultural purposes exists throughout the Town of Johnstown through various ditch companies. In order for this water to be consumptive (municipal use) an applicant needs to file a water court change case and ultimately a decree is adjudicated for the use of the specific water shares that are within the change case.

Johnstown and Milliken as a team engaged with existing shareholders and offered to carry their shares through the court change process. Inclusion of shareholders water into this change case was completely at the choice and discretion of the shareholder. In total, there are 118 shares in the CHDC system and only 14 shares have been changed for municipal use (owned by Milliken). It is estimated that about 62 total shares, including the 7 shares owned by the Town of Johnstown will be included in the case. Each shareholder had the right to choose which side of the change case they wanted to be affiliated – Johnstown or Milliken. Johnstown’s water engineer – Helton & Williamsen will act as the lead water engineer. The water engineering and consulting costs for the change case will be based on the distribution of the total number of shares and who the shareholder chooses to affiliate their share(s) with. Each party will pay for their own legal fees incurred as part of the change case and Milliken will pay for its own costs associated with oversight by its contracted water engineer. Staff is requesting that Exhibit A referenced in the MOU and shown in this agenda item as the preliminary distribution, is completed administratively based on the final number of shares in the change case and their distributed affiliation.

For informational purposes, the benefit to carrying others through the change case is that the other shares that move through the change case will also be available for municipal use if a shareholder dedicates their share(s) to either Johnstown or Milliken in the future. Furthermore, those shares that are not included will not be eligible for municipal use. In the future, if Johnstown does provide potable water credit for an unchanged share, it would likely be at a lesser yield compared to a changed share.

STRATEGIC PLAN ALIGNMENT:

- Healthy & Resilient Economy
 - *Cultivate local and regional partnerships that ensure the long-term success and growth of Northern Colorado*
- Quality Infrastructure & Facilities
 - *Ensure future viability of infrastructure and facilities*

LEGAL ADVICE:

The Town’s Water Attorney assisted with drafting and negotiation of the document.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Approve the MOU as presented with authorization of the Town Manager to finalize the affiliation of shares for equitable cost distribution.

SUGGESTED MOTIONS:

For Approval: I Move to Approve the MOU as Presented and Authorize the Town Manager to Finalize the Affiliation of Shares for Equitable Cost Distribution in Exhibit A.

For Denial: I Move to Deny the MOU as Presented.

Reviewed and Approved for Presentation,



Town Manager

MEMORANDUM OF UNDERSTANDING
OF THE TOWN OF JOHNSTOWN AND THE TOWN OF MILLIKEN
(re: Application to Change the Use of Shares of the Consolidated Hillsborough Ditch Company)

This Memorandum of Understanding (“MOU”) is entered into on this ___ day of _____, 2024 by the Town of Johnstown, a municipal entity and political subdivision of the State of Colorado, whose address is 450 S. Parish Avenue, Johnstown, Colorado 80534 (“Johnstown”) and the Town of Milliken, a municipal entity and political subdivision of the State of Colorado, whose address is 1101 Broad Street, P. O. Box 290, Milliken, Colorado 80543 (“Milliken”). Collectively, Johnstown and Milliken are referred to together as the “Parties.”

RECITALS

WHEREAS, Johnstown is a home rule municipality with a current population of approximately 19,204 and projected population growth will add approximately 30,250 residents by the year 2050, which will result in increased water demand and a need for approximately 8,100 additional water taps; and,

WHEREAS, Milliken is statutory town with a current population of approximately 9,038 and projected population growth will add approximately 8,880 residents by the year 2050, which will result in increased water demand and a need for approximately 2,990 additional water taps; and,

WHEREAS, Johnstown is the owner of 7 shares of the 118 shares of capital stock issued and outstanding in the Consolidated Hillsborough Ditch Company (“CHDC”); and

WHEREAS, Milliken is the owner of 14 shares of the 118 shares of capital stock issued and outstanding of the CHDC; and

WHEREAS, on November 8, 2009, the Court in Case No. 02CW339, Water Division No. 1, entered a corrected decree changing the use of Milliken’s 14 shares to include augmentation, replacement, recharge, and exchange as well as the decreed irrigation use either directly or after storage (“02CW339 Decree”); and

WHEREAS, To the extent possible, Milliken is desirous of keeping the water historically used within the boundaries of its service area within those boundaries in the future; and

WHEREAS, To the extent possible, Johnstown is desirous of keeping the water historically used within the boundaries of its service area within those boundaries in the future; and

WHEREAS, the Parties desire to jointly file an application in Water Court to change their respective shares in the CHCD, Johnstown as a first change for its shares to be decreed for municipal use, and Milliken to change its shares to add municipal use to the changed uses in the

02CW339 Decree (“Joint Change Application”); and

WHEREAS, in anticipation that various parcels of land that have been historically irrigated by such other shareholders using CHDC shares may, in the future, become annexed into Johnstown or Milliken, and that such shares will be dedicated to Johnstown or Milliken in exchange for annexation and potential commensurate rights, including but not limited to potable and non-potable water service, the Parties have solicited other shareholders in CHDC to join in the Joint Change Application and as a result, 62 additional shares (subject to change) have been pledged to the Joint Change Application; and

WHEREAS, because portions of the acreage historically irrigated by the non-Party shareholders’ shares to be included in the Joint Change Application may overlap the service areas of the Parties and / or the historic return flow obligations sectors, to the extent possible, the Parties desire to establish equitable means of keeping water historically used within the boundaries of a respective Party’s service area in the future and maintaining historic return flow obligations not detrimental to either Party; and

WHEREAS, in an effort to prosecute a single, joint change of use and place of use case of the various share of the Parties and other shareholders in the CHDC in the Water Court for Division 1, the Parties desire to jointly endeavor to pool their efforts and resources to accomplish the same.

NOW THEREFORE, the Parties desire to set forth the terms of their participation in the Joint Change Application and hereby agree to the following:

MEMORANDUM OF UNDERSTANDING

1. **AUTHORITY.** This MOU has been duly adopted by the Parties’ governing bodies, and the undersigned representatives are authorized to execute this MOU on behalf of each respective party.

2. **PURPOSE.** The foregoing Recitals are hereby incorporated into and made part of this MOU.

3. **COMMON INTEREST AND CONFIDENTIALITY AGREEMENT.** The Parties executed a Common Interest and Confidentiality Agreement (“CICA”) in July of 2023. The CICA is incorporated into this MOU.

4. **ENGINEERING SERVICES.** The Parties will enlist and maintain their own water resource engineer(s) throughout the development and prosecution of the Joint Change Application.

a. **Historical Consumptive Use Engineering.** Johnstown’s engineer, Helton & Williamsen, P.C. (“H&W”), will be the primary engineer to develop the historical consumptive use (“HCU”) analysis necessary for the Joint Change Application.

i. *Apportionment of HCU Analysis Fees and Costs.* The Parties agree to apportion the engineering and consulting fees and costs incurred by H&W

in the following percentages, based on: 1) the percentage of 62 shares in the CHDC to be changed and which require a historical consumptive use analysis compared to the total shares to be changed in the Joint Change Application (the “Unchanged Shares”); and 2) which Party the shareholder independently chose to align their Unchanged Shares with prior to the filing of the Joint Change Application:

- Johnstown: 79.0%, which is approximately representative of 49 Unchanged Shares historically used within the Johnstown service area and/or elected to be included in Johnstown’s allocation of Unchanged Shares by the owner of such Unchanged Shares out of 62 Unchanged Shares to be changed.
- Milliken: 21.0%, which is approximately representative of 13 Unchanged Shares historically used within the Milliken service area and/or elected to be included in Milliken’s allocation of Unchanged Shares by the owner of such Unchanged Shares out of 62 Unchanged Shares to be changed. The Unchanged Shares do not include Milliken’s 14 CHDC shares changed in the 02CW339 Decree, which do not require an additional historical consumptive use analysis.
- A list of the owners of the Unchanged Shares is attached as Exhibit A to this MOU. To the extent that any shareholder changes its election on aligning its Unchanged Share(s) to the other Party prior to the filing of the Joint Change Application in Water Court, Exhibit A shall be amended and the allocation of relative payments of fees and costs shall likewise be modified to reflect such change(s) at that time, subject to the provisions of this Paragraph 4.a.i.
- If the total number of Unchanged Shares increase or decrease from 62 as the Joint Change Application progresses, the proportional share of engineering and consulting fees and costs will change proportionally subject to the provisions of this Paragraph 4.a.i. However, a Party is not required to accept a request by the owner of such additional Unchanged Shares to include additional Unchanged Shares in that Party’s allocation of Unchanged Shares. Under such circumstances, the Party opting not to accept the additional Unchanged Shares will not be responsible for reallocated engineering and consulting fees and costs.
- If, prior to the entry of a final, non-appealable decree pursuant to the Joint Change Application, a shareholder already participating in the Joint Change Application dedicates or enters into to an agreement to dedicate at a future time, Unchanged Shares that were previously dedicated to one Party to the other Party, the allocation percentage of engineering costs will be changed retroactively to reflect that dedication consistent with the terms in Paragraph 4.a.i. However, a Party is not required to accept a dedication of Unchanged Shares changed in the Joint Change Application which were not previously

elected to be included in that Party's allocation of Unchanged Shares by the owner of such Unchanged Shares. Under such circumstances, the Party opting not to accept the dedication will not be responsible for reallocated engineering and consulting fees and costs.

- Engineering and consulting fees and costs incurred by H&W will be promptly paid by Johnstown with a proportionate bill sent to Milliken, which shall also be promptly paid.
- ii. Additional or Alternate Water Resource Engineer(s) or Consultant(s). If the Parties mutually determine a different or additional water resource engineer and / or consultant is necessary to develop and support the historical use analysis portion of the Joint Change Application, the Parties agree any such engineering and consulting fees and costs incurred by said water resource engineer and / or consultant will be apportioned as set forth in Paragraph 4.a.i. between the Parties and promptly paid.
- b. Additional or Alternate Water Resource Engineer(s) or Consultant(s). If a Party determines a different or additional water resource engineer and / or consultant is necessary to develop and prosecute elements of Joint Change Application not related to the historical consumptive use analysis (by way of example, a future needs and demand consultant), the Parties agree any such engineering and consulting fees and costs incurred by said water resource engineer and / or consultant will be the responsibility of the endorsing Party. If such additional water resource engineer's and / or consultant's work product and opinions are mutually beneficial to both Parties, any such engineering and consulting fees and costs incurred by said water resource engineer and / or consultant will be apportioned equally between the Parties and promptly paid.
- c. Milliken's Independent Engineering. Milliken's engineer, Forrest Leaf, will assist H&W in developing the historical consumptive use analysis necessary for the Joint Change Application. Milliken will pay all of Forrest Leaf's incurred engineering and consulting fees and costs.

5. **LEGAL SERVICES.** The Parties will maintain their own legal representation throughout the development and prosecution of the Joint Change Application. The Parties agree to pay their own legal fees incurred in the development and prosecution of the Joint Change Application.

- a. Legal filing costs incurred in the development and prosecution of the Joint Change Application, to the extent they are filings mutually applicable to the Parties (example: application, notices, joint motions) will be apportioned equally.
- b. Legal filing costs incurred in the development and prosecution of the Joint Change Application, to the extent they are filed by one Party for that Party's benefit (example: entry of appearances) will be paid for by that filing Party.

6. **CATLIN APPLICATION TO THE CHDC.** The Parties understand that the Bylaws of the CHDC requires that, prior to filing the Joint Change Application in Water Court, the Parties must first submit to the CHDC for review and approval a draft proposed change application and preliminary engineering supporting the draft proposed change application. The CHDC will require the Parties to cover any legal, engineering, and administrative costs incurred by the CHDC in its review and approval of the draft proposed change application (“CHDC Catlin Costs”). The Parties agree the CHDC Catlin Costs will be apportioned equally.

7. **DEFINING RETURN FLOW OBLIGATION SECTORS.** The Parties agree that delineation of the location where each Unchanged Share changed in the Joint Change Application will owe return flows is important to utilizing the Unchanged Shares changed in the Joint Change Application. The Parties agree to identify and map the return flow obligation locations of each Unchanged Share in the Joint Change Application.

8. **DEDICATION OF UNCHANGED SHARES CHANGED IN APPLICATION.** The Parties agree that, because they are each investing time and financial resources to change those Unchanged Shares historically used within their respective service areas, they will endeavor to keep any Unchanged Share changed in the Joint Change Application based on which Party the shareholder chose to align their Unchanged Shares with and to the extent possible, and where those Unchanged Shares were historically used. However, in the event any Unchanged Shares changed in the Joint Change Application are dedicated to one Party, whether by a shareholder directly or by a developer acquiring the Unchanged Share(s) for subsequent dedication to that Party, and those Unchanged Shares owe historic return flows to a sector outside of that Party’s service area, that Party benefiting from the dedication shall be exclusively responsible for maintaining all historic return flow obligations.

9. **MILLIKEN’S RIGHT OF FIRST REFUSAL ON SALE OF UNCHANGED SHARES.** To the extent any Unchanged Shares changed which were aligned with Milliken in the Joint Change Application are offered for sale to Johnstown or any entity developing in Johnstown’s service area, and those Unchanged Shares or a portion of those Unchanged Shares were historically used to irrigate land within Milliken’s service area, Johnstown shall immediately disclose such offer in writing to Milliken and Milliken shall have a one hundred and twenty (120) day right of first refusal to acquire such Unchanged Shares or the portion thereof historically used to irrigate land within Milliken’s service area at the same price or fair market value, whichever is lower.

10. **JOHNSTOWN’S RIGHT OF FIRST REFUSAL ON SALE OF UNCHANGED SHARES.** To the extent any Unchanged Shares changed which were aligned with Johnstown in the Joint Change Application are offered for sale to Milliken or any entity developing in Milliken’s service area, and those Unchanged Shares or a portion of those Unchanged Shares were historically used to irrigate land within Johnstown’s service area, Milliken shall immediately disclose such offer in writing to Johnstown and Johnstown shall have a one hundred and twenty (120) day right of first refusal to acquire such Unchanged Shares or the portion thereof historically used to irrigate land within Johnstown’s service area at the same price or fair market value, whichever is lower.

11. **NO CONFLICT OF INTEREST.** Both parties agree that neither this MOU nor the

prosecution of an application in Water Court can be used in the future by one Party to claim a conflict of interest as to any attorney or engineer continuing to work for the other Party in this or any other matter.

12. COMPLIANCE WITH STATE AND FEDERAL REQUIREMENTS. Both parties agree to timely comply with all state and federal laws.

13. NOTICE. All notices, demands, or other written communication required or permitted to be given by this MOU shall be by electronic mail, hand delivered or sent by certified or registered mail, postage prepaid, and return receipt requested, to the parties at their most recent address of record.

If to the Town of Johnstown: Matt LeCerf
450 S. Parish Avenue
P. O. Box 609
Johnstown, Colorado 80534

With a copy to:
Hill & Robbins
Attn: Peter Ampe
3401 Quebec St., Suite 3400
Denver, CO 802070

If to the Town of Milliken: Cheryl Powell
1101 Broad Street
P. O. Box 290
Milliken, Colorado 80543

With a copy to:
Lyons Gaddis, PC
Attn: Scott Holwick
515 Kimbark St., Second Floor
Longmont, CO 80501

14. NO WAIVER OF IMMUNITY. Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act (“CGIA”), C.R.S. § 24-10-101, *et seq.*

15. GOVERNING LAW. This MOU shall be governed by and construed in accordance with the laws of the State of Colorado and the laws of the United States of America. Venue for any claim, proceeding, or action shall be in Weld County, State of Colorado.

16. COMPLETE AGREEMENT. This MOU consists of all the agreements, understandings, and promises between the parties, including the CICA which is incorporated herein, and there are no agreements, understandings, or promises between the parties other than those set forth in this MOU.

17. **AMENDMENTS.** Any amendments or modifications to this MOU must be in writing and executed by all parties to be valid and binding.

18. **SEVERABILITY.** If any provision of this MOU is invalidated by any court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

19. **TERMINATION.** This MOU shall automatically terminate at the earlier of (i) the final resolution of the Joint Change Application, through a final order from which all appeals have been taken and resolved or have been waived; (ii) the decision of all the Parties, memorialized in writing, to abandon the Joint Change Application, whether by not filing an Application or by jointly moving to dismiss a filed Application; or (iii) the termination of this MOU by any Party, who may terminate its participation in this MOU at any time, but termination shall be effective only when the withdrawing Party has provided at least ten days' advance written notice to all other Parties, and the Parties shall remain bound by any outstanding financial obligations under this MOU and the terms of the CICA.

- a. Right to the Use of Engineering Work after Termination. If this MOU is terminated under subsentence iii, above, both parties will have the right to the use any engineering work if the following is met: (i) if Milliken terminates this MOU, they must pay to Johnstown 50% of all costs, fees, and charges from H&W in order to use H&W's prior work in this matter; (ii) if Johnstown terminates this MOU, they must pay to Milliken 50% of all costs, fees, and charges from Forest Leaf in order to use Forest Leaf's prior work in this matter.
- b. Testimony. Use of engineering work under Paragraph 19(a) does not include the right to compel drafting of reports or to provide expert testimony at any future hearing or trial.

20. **THIRD PARTY ENFORCEMENT- NONE.** This MOU and all rights and obligations are reserved solely to the signing parties and not any third party. This MOU does not create any rights to any third parties.

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

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

23. **COUNTERPARTS.** This MOU may be signed in identical original counterparts, all of which shall constitute one MOU.

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the dates set opposite their respective signatures below.

TOWN OF JOHNSTOWN	By: _____	_____
	Title: _____	Date
TOWN OF MILLIKEN	By: _____	_____
	Title: _____	Date

PRELIMINARY RESULTS

EXHIBIT A

Service Area	Owner	No. of Shares
Johnstown	Tyler Brown	1
Johnstown	Colorado Sweet Gold, LLC.	5
Johnstown	A.L. Gilbert Company	3
Johnstown	Arthur Griffiths	3
Johnstown	Lynn Hilfers	0.75
Johnstown	Town of Johnstown	7
Johnstown	Ron Klein	5
Johnstown	William Massey	1.5
Johnstown	Platte Land & Water, LLC	1
Johnstown	Rite A Way Industries	1.5
Johnstown	Sauer Brothers	1
Johnstown	John Sauer Sr.	3
Johnstown	Sauer South	2.5
Johnstown	George Seward	2
Johnstown	Riverbend	0.5
Johnstown	Spaur, LLC	3
Johnstown	Wiens Farm Investment	4.75
Johnstown	Frank Wind	5
Johnstown	James Wright	0.5
Miliken	David Berhardt	2
Miliken	Ron Klein	3
Miliken	Purvis Properties, LLC.	1.5
Miliken	Spaur, LLC	1.5
Miliken	Marilyn Schneider	2
Johnstown	Total	51
Miliken	Total	10
	Total	61



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TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: April 15, 2024

SUBJECT: Resolution 2024-20: Adoption of Level 2 Drought Condition Water Conservation Measures

ACTION PROPOSED: Consider Resolution 2024-20: Adoption of Level 2 Drought Condition Water Conservation Measures

ATTACHMENTS: Resolution 2024-20

PRESENTED BY: Ellen Hilbig, Utilities Director

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is Resolution 2024-20 to adopt Level 2 drought condition water conservation measures. The Town has sufficient water for the community, however until construction is completed on the new 12MGD water treatment plant, the current 6MGD water treatment plant during periods of peak demand is challenged to keep up with the summer irrigation demands.

The implementation of a summer watering schedule under Level 2 drought conditions is critical to mitigating the peak summer irrigation water demand impacts on operations at the current water treatment plant while the new water plant is being constructed.

The Town of Johnstown Municipal Code states the following:

Sec. 13-151. - Levels of drought condition.

(a) There shall be three (3) separate levels of drought conditions as detailed below. The Town Council's decision to determine a restriction level shall be based upon the following criteria:

4. Peak water demand usage that may impact the Town's ability to provide adequate water supply and fire flows to the water distribution system; and
5. Any other relevant factor that affects the Town's available water supply.

Level 2 drought conditions are more clearly defined in the attached resolution. While the current watering limits in the code for Level 2 drought conditions provide for only 2 days per week, Staff is recommending starting with the suggested watering schedule in the below table of 3 days per week.

Home	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Even Number			X		X		X
Odd Number		X		X		X	

Operations is working to make irrigation adjustments and efficiencies in the Town’s Parks to mitigate peak flow impacts at the treatment plant. There may be a future need to implement stricter watering requirements, as the Town closely monitors the water demands and seasonal weather impacts to the treatment volumes at the plant.

STRATEGIC PLAN ALIGNMENT:

- Quality Infrastructure & Facilities
 - Establish and maintain levels of service.
 - Ensure future viability of infrastructure and facilities.

LEGAL ADVICE:

The Town Attorney reviewed and approved the drafted resolution.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Staff recommends approval of Resolution 2024-20 adopting Level 2 Drought Condition Water Conservation Measures.

SUGGESTED MOTIONS:

For Approval: I Move to Approve Resolution 2024-20 Adoption of Level 2 Drought Condition Water Conservation Measures.

For Denial: I Move to Deny Resolution 2024-20 Adoption of Level 2 Drought Condition Water Conservation Measures.

Reviewed and Approved for Presentation,



Town Manager

**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2024-20**

DECLARING LEVEL 2 DROUGHT CONDITION

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

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

WHEREAS, the Town anticipates experiencing peak water demand usage that may impact the Town’s ability to provide adequate water supply and fire flows to the water distribution system; and

WHEREAS, pursuant to Article IV of Chapter 13 of the Johnstown Municipal Code, regulating water conservation, the Town Council desires to declare a Level 2 drought condition and impose the water conservation measures set forth in Section 13-151(c); and

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

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

1. The Town Council hereby finds, determines and declares that a Level 2 drought condition, as described in Section 13-151 of the Johnstown Municipal Code, will exist during the watering season.
2. Persons residing or owning property in the Town are hereinafter required to comply with the watering restrictions set forth in Section 13-151(c) of the Johnstown Municipal Code, as described and modified below:
 1. Spray irrigation and hand-watering shall occur only on the homeowner’s appropriate watering day and only between the hours of midnight to 10:00 a.m. and then from 6:00 p.m. to midnight. The last digit of the address of the property owner shall determine the designated watering day;
 - a. Odd number addresses may irrigate on Mondays, Wednesdays, and Fridays; and
 - b. Even number addresses may irrigate on Tuesdays, Thursdays, and Saturdays; and
 - c. No irrigation shall take place on Sunday.

2. No person or property owner shall utilize water from the Town's water system for the purpose of washing sidewalks, driveways, patios or similar hardscapes;
 3. Vehicles may be washed only on a property owner's assigned watering days, but shall be washed with a bucket or a hose running with an automatic shut-off nozzle. If possible, persons are encouraged to park vehicles on their lawns while washing occurs, but such vehicles may be on the lawn only while they are being washed and shall be immediately removed from the lawn upon completion. Commercial vehicle washing facilities are exempt from this regulation;
 4. Watering of newly planted grass shall only occur subject to a permit issued by the Town;
 5. Irrigation with well water may occur subject to the premises being clearly posted with a notice visible from the street indicating that irrigation is with well water;
 6. The Town Manager, when warranted, may provide appropriate measures for watering large areas, such as open space and parks by schools and homeowners associations;
 7. The foregoing restrictions shall not apply to:
 - a. Irrigation of land used for commercial agriculture;
 - b. Irrigation of land using non-potable water sources that do not directly apply water from the treated municipal water utility system; or
 - c. Town funded public improvement projects.
3. This Resolution shall be effective upon its passage and adoption and shall, absent additional action of the Town Council, expire on October 15, 2024.

PASSED, SIGNED, APPROVED, AND ADOPTED THIS ___ day of April 2024.

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
Hannah Hill, Town Clerk

By: _____
Michael P. Duncan, Mayor



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

Item #6.

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: April 15, 2024

SUBJECT: Yellow Roof Annexation – Case No. ANX23-0002

ACTION PROPOSED: Public Hearing – Consideration of the Following:

- A. Resolution 2024-18: Accepting the Findings of Fact and Conclusions for the Yellow Roof Annexation;
- B. First Reading of Ordinance 2024-250: Approving the Annexation of Certain Unincorporated Lands Located in Larimer County Known as the Yellow Roof Annexation;
- C. First Reading of Ordinance 2024-251: Approving the Establishment of I-1 (Industrial, Light) Zoning on the Property Known as the Yellow Roof Annexation

ATTACHMENTS:

- 1. Resolution 2024-18 – Findings of Fact and Conclusions
- 2. Ordinance 2024-250 – Approving the Yellow Roof Annexation
- 3. Ordinance 2024-251 Approving I-1 Zoning for the Yellow Roof Annexation
- 4. Annexation Petition
- 5. Vicinity Map
- 6. Annexation Map
- 7. Zoning Map
- 8. Presentation

PRESENTED BY: Jeremy Gleim, AICP, Planning and Development Director

BACKGROUND & SUMMARY

The applicant, Yellow Roof Development, LLC, requests annexation and I-1(Industrial, Light) zoning for approximately 5.7 acres of land in Larimer County. The property is located on the north side of Larimer County Road 16 (LCR 16), just west of Interstate 25 (I-25). This project was presented to the Planning & Zoning Commission (PZC) on April 10, 2024. The preparation of this report preceded the PZC hearing, so a summary of the PZC meeting will be presented orally to the Town Council during the public hearing on this item.

The Community that Cares

SURROUNDING ZONING & LAND USE

North: RR2 (Rural Residential) – Larimer County – Agricultural Uses
 South: RR2 (Rural Residential) and CN (Commercial Neighborhood) – Larimer County
 – Agricultural Uses; and,
 Town of Johnstown – Johnstown Corner Annexation No. 2
 East: I-25 and PUD Zoning – Town of Johnstown – Industrial Uses
 West: RR2 (Rural Residential) – Larimer County – Agricultural Uses

PUBLIC NOTICE & AGENCY REFERRALS

The Town Council approved Resolution No. 2024-10, on March 4, 2024. With the approval of said resolution, the Town Council found that the Petition for Annexation was in substantial compliance with C.R.S. § 31-12-107(1). In addition, Resolution No. 2024-10 set the public hearing date for the annexation for April 15, 2024.

Subsequent to the March 4, 2024, Town Council meeting, and pursuant to C.R.S. § 31-12-108, notice for the public hearing was published for four consecutive weeks in the Johnstown Breeze. This notice provided the date, time, and location of the Town Council hearing, as well as a description of the project. The annexation packet was sent via certified mail to the Larimer County Board of County Commissioners, the Larimer County Attorney, and other responsible agencies. Notices were mailed to all property owners within 800 feet of the property in question.

PROJECT DESCRIPTION & ANALYSIS

The subject property is presently zoned CN (Commercial Neighborhood) in unincorporated Larimer County. There is an existing office building on the property, which was constructed in 1968 and which measures 4,536 square feet. The project is partially bordered by incorporated areas of Johnstown to the east and south. The land to the north, west, and partially to the south is in unincorporated Larimer County.

Zoning & Development Standards

The current zoning for the property is CN – Commercial Neighborhood in Unincorporated Larimer County. There are no known conditional uses or uses by special review for the property.

The applicant requests I-1 (Industrial, Light) zoning upon annexation, in order to support the future development of a gas station/convenience mart on the property. As described in the Town’s adopted Land Use & Development Code (LUDC), the I-1 district provides primarily service, employment, manufacturing, and distribution uses at a scale, intensity and format that will not have significant impact on adjacent uses, and which can mix with supporting and compatible service and retail uses characteristic of mixed and flex business areas.

Table 4-2: Permitted Principal Land Uses, in the LUDC, identifies gas stations as permitted uses in the I-1 zone. This application does not include the consideration or development of a gas station/convenience mart; however, since it was mentioned as a potential future land use on the subject property, it is worth mentioning that the I-1 zone would support that.

The Future Land Use Map in the 2021 Johnstown Area Comprehensive Plan (Comp Plan) identifies the subject property as being within the High Density/Intensity land use area. As described in the Comp Plan, High Density/Intensity areas (HDI) will be generally characterized by a high percentage of nonresidential uses, with some residential possibly integrated into larger development areas. These HDI corridors and nodes will accommodate and experience larger volumes of traffic and be located along busy arterial and highway corridors, and especially at interchanges and intersections. These areas are intended to provide high-quality, high-visibility locations for retail, office, and employment activities, with some light industrial uses that can appropriately mitigate impacts and contribute to the employment base.

COMPREHENSIVE PLAN ALIGNMENT

The Johnstown Comprehensive Plan (Comp Plan) creates a long-term vision for the development of the Town. The Comp Plan identifies the Town's Growth Management Area (GMA), which includes incorporated lands within the current Town limits, as well as certain unincorporated lands within Larimer and Weld counties. The GMA can be likened to a growth boundary, which represents the logical expansion of the Town over time. The property which is the subject of this annexation is contiguous to lands within the corporate boundary of Johnstown and exists within the GMA. The Future Land Use Map identifies this area as a High Density/Intensity area, which is consistent with the proposed I-1 (Industrial, Light) zoning. Staff finds that the proposed annexation represents a logical expansion of Johnstown's corporate boundary, in alignment with the goals and strategies of the Johnstown Comp Plan.

STRATEGIC PLAN ALIGNMENT

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

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

LEGAL ADVICE:

The Town Attorney drafted the associated documents required for consideration.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: There are three actions associated with this project and each one must be voted on separately. The resolution establishes the findings of fact and conclusions for the proposed annexation; therefore, it should be voted upon prior to a vote on the ordinances to recommend approval of the annexation and zoning. If the resolution fails, the findings to support

the ordinances would dissolve, and the ordinances would automatically fail. Staff recommends approval of all three actions.

SUGGESTED MOTIONS:

RESOLUTION 2024-18

For Approval: I Move to Approve Resolution No. 2024-18, Accepting the Findings of Fact and Conclusions for the Yellow Roof Annexation.

For Denial: I Move to Deny Resolution No. 2024-18.

ORDINANCE 2024-250

For Approval: I Move to Approve Ordinance No. 2024-250, Approving Annexation of Approximately 5.7 Acres, Known as the Yellow Roof Annexation.

For Denial: I Move to Deny Ordinance No. 2024-250.

ORDINANCE 2024-251

For Approval: I Move to Approve Ordinance No. 2024-251, Approving I-1 Zoning for the Property Known as the Yellow Roof Annexation.

For Denial: I Move to Deny Ordinance No. 2024-251.

Reviewed and Approved for Presentation,



Town Manager

TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2024-18

FINDINGS OF FACT AND CONCLUSIONS BASED THEREON
WITH RESPECT TO THE YELLOW ROOF 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, Yellow Roof Development, LLC, a California limited liability company, submitted a Petition for Annexation for real property situated in the Southeast Quarter of Section 27, Township 5 North, Range 68 West of the 6th Principal Meridian, County of Larimer, State of Colorado, consisting of approximately 5.7 acres, being more particularly described on Exhibit A, and known as the “Yellow Roof Annexation;” and

WHEREAS, on March 4, 2024, by Resolution No. 2024-10, the Town Council found the Petition for Annexation to be in substantial compliance with C.R.S. § 31-12-107(1); and

WHEREAS, on April 15, 2024, after due notice, the Town Council conducted a public hearing and, based on the evidence contained in the official file, the official records of the Town and the evidence produced at the hearing, desires to enter the following findings of fact and conclusions with the respect to the Yellow Roof Annexation.

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

The Town Council hereby sets forth its findings of fact and conclusions with respect to the Yellow Roof Annexation.

FINDINGS OF FACT

1. The requirements of the applicable parts of C.R.S. § 31-12-104 and C.R.S. § 31-12-105 have been met including the following:
 - A. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the Town as shown on the annexation map.
 - B. A community of interest exists between the area proposed to be annexed and the Town due to the proximity of the area to the Town, the desires of the owner to annex and the fact that it is within the planning area contemplated in the Johnstown Area Comprehensive Plan.
 - C. The area will be urbanized in the near future and the area is capable of being fully integrated with the Town.
 - D. Although less than fifty (50%) percent of the adult residents of the area proposed to be annexed make use of Town facilities, the landowners of the area proposed for annexation plan to

convert the area to urban uses in less than five (5) years, and urban services, which are currently being provided to other citizens of the Town, can be provided to citizens of the proposed annexed area on the same terms and conditions as the services are made available to other citizens. The Town is able to provide water service and the Town’s sewer system can be extended to the property annexed with the same standards as the current sewer system serving other citizens. Police and other municipal services can be provided as well.

E. No land held in identical ownership has been divided into separate parts. No land with a valuation of over \$200,000 has been included without written consent. No annexation proceedings concerning this area have been commenced by any other municipality.

F. This annexation will not result in any detachment of area from any school district.

G. No part of the area to be annexed extends any more than three (3) miles from the existing Town boundaries. The Town has in place a plan for that area as required by C.R.S. § 31-1-105.

H. The entire widths of any streets to be annexed are included within the annexation.

- 2. No petition for annexation election has been submitted and an election is not required pursuant to C.R.S. § 31-12-107(2). An annexation agreement has been submitted.
- 3. The Town Council has determined that additional terms and conditions will not be imposed.
- 4. The Petition was signed by the owners of 100% of the property to be annexed exclusive of streets and alleys.
- 5. Notice of the hearing has been given as required by C.R.S. § 31-12-108.

CONCLUSIONS

- 1. The area proposed for annexation is eligible for annexation pursuant to applicable parts of C.R.S. § 31-12-104.
- 2. None of the limitations of C.R.S. § 31-12-105 apply to restrict annexation.
- 3. Said Yellow Roof Annexation may be annexed by Ordinance pursuant to C.R.S. § 31-12-111, without an election under C.R.S. § 31-12-107(2).

PASSED, SIGNED, APPROVED, AND ADOPTED THIS ___ day of _____, 2024.

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
Hannah Hill, Town Clerk

By: _____
Michael P. Duncan, Mayor

Legal Description:

All that part of the southeast quarter of Section 27, Township 5 North, Range 68 West of the 6th Principal Meridian, County of Larimer, State of Colorado, being more particularly described as follows:

Beginning at a point on the south line of said Section 27, which point is 1247.9 feet west of the southeast corner of said Section 27; thence westerly on the south line of said Section 27 a distance of 170 feet; thence on an angle of $75^{\circ}27'30''$ to the right a distance of 531.2 feet; thence on an angle of $104^{\circ}32'30''$ ($104^{\circ}12'30''$ record) to the right a distance of 519.68 feet to a point on the westerly right of way line of U.S. Highway No. 185; thence on an angle of $75^{\circ}27'30''$ to the right along said right of way line a distance of 442.59 feet; thence on an angle of $93^{\circ}51'30''$ to the right a distance of 333.2 feet; thence on an angle of $79^{\circ}19'00''$ to the left a distance of 24.0 feet to the Point of Beginning.

TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2024-250

**ANNEXING CERTAIN UNINCORPORATED LANDS LOCATED IN THE
SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE
68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER,
STATE OF COLORADO, CONSISTING OF APPROXIMATELY 5.7 ACRES
AND KNOWN AS THE YELLOW ROOF 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. 2024-10, the Town Council found a petition for annexation of certain property situated in the Southeast Quarter of Section 27, Township 5 North, Range 68 West of the 6th Principal Meridian, County of Larimer, State of Colorado, consisting of approximately 5.7 acres, being more particularly described on Exhibit A, attached hereto and incorporated herein by this reference, known as the “Yellow Roof 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 15, 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 27, Township 5 North, Range 68 West of the 6th Principal Meridian, County of Larimer, State of Colorado, consisting of approximately 5.7 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 __ day of _____, 2024.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Hannah Hill, Town Clerk

By: _____
Michael P. Duncan, 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: _____
Michael P. Duncan, Mayor

Legal Description:

All that part of the southeast quarter of Section 27, Township 5 North, Range 68 West of the 6th Principal Meridian, County of Larimer, State of Colorado, being more particularly described as follows:

Beginning at a point on the south line of said Section 27, which point is 1247.9 feet west of the southeast corner of said Section 27; thence westerly on the south line of said Section 27 a distance of 170 feet; thence on an angle of 75°27'30" to the right a distance of 531.2 feet; thence on an angle of 104°32'30" (104°12'30" record) to the right a distance of 519.68 feet to a point on the westerly right of way line of U.S. Highway No. 185; thence on an angle of 75°27'30" to the right along said right of way line a distance of 442.59 feet; thence on an angle of 93°51'30" to the right a distance of 333.2 feet; thence on an angle of 79°19'00" to the left a distance of 24.0 feet to the Point of Beginning.

**TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2024-251**

**APPROVAL OF INDUSTRIAL LIGHT (I-1) ZONING OF THE PROPERTY
KNOWN AS THE YELLOW ROOF ANNEXATION, LOCATED IN THE
SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH,
RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF
LARIMER, STATE OF COLORADO, CONSISTING OF
APPROXIMATELY 5.7 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 27, Township 5 North, Range 68 West of the 6th Principal Meridian, County of Larimer, State of Colorado, consisting of approximately 5.7 acres, being more particularly described on Exhibit A, attached hereto and incorporated herein by this reference, known as the Yellow Roof Annexation (“Property”); and

WHEREAS, the property owners applied for Industrial Light (I-1) 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 Industrial Light (I-1) for the Property; and

WHEREAS, on April 15, 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 Industrial Light (I-1) 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 Yellow Roof Annexation and more particularly described on the attached Exhibit A shall hereby be designated as Industrial Light (I-1).
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 __ day of _____, 2024.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Hannah Hill, Town Clerk

By: _____
Michael P. Duncan, 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: _____
Michael P. Duncan, Mayor

Legal Description:

All that part of the southeast quarter of Section 27, Township 5 North, Range 68 West of the 6th Principal Meridian, County of Larimer, State of Colorado, being more particularly described as follows:

Beginning at a point on the south line of said Section 27, which point is 1247.9 feet west of the southeast corner of said Section 27; thence westerly on the south line of said Section 27 a distance of 170 feet; thence on an angle of $75^{\circ}27'30''$ to the right a distance of 531.2 feet; thence on an angle of $104^{\circ}32'30''$ ($104^{\circ}12'30''$ record) to the right a distance of 519.68 feet to a point on the westerly right of way line of U.S. Highway No. 185; thence on an angle of $75^{\circ}27'30''$ to the right along said right of way line a distance of 442.59 feet; thence on an angle of $93^{\circ}51'30''$ to the right a distance of 333.2 feet; thence on an angle of $79^{\circ}19'00''$ to the left a distance of 24.0 feet to the Point of Beginning.

PETITION FOR ANNEXATION

To the Town of Johnstown

(Larimer County)

The undersigned, in accordance with Article 12, Chapter 31, CRS, as amended, hereby petition the Town Council of the Town of Johnstown, Colorado, for annexation to the Town of Johnstown the unincorporated territory more particularly described below, currently known as Yellow Roof Development, and in support of said Petition, your petitioners allege that:

- (1) It is desirable and necessary that the following described territory be annexed to the Town of Johnstown, Colorado:

See Exhibit A (Annexation Plat) attached hereto and made a part hereof.

- (2) Not less than one-sixth (1/6) of the perimeter of that area proposed to be annexed is contiguous with the Town of Johnstown, Colorado.
- (3) A community of interest exists between the territory proposed to be annexed and the Town of Johnstown, Colorado.
- (4) The territory proposed to be annexed is urban or will be urbanized in the near future;
- (5) The territory proposed to be annexed is integrated or is capable of being integrated with the Town of Johnstown, Colorado;
- (6) The signatures of the Petition comprise one hundred percent (100%) of the landowners of the territory to be included in the area proposed to be annexed and said landowners attesting to the facts and agreeing to the conditions herein contained will negate the necessity of any annexation election;
- (7) No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
- (a) Is divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels are separated by a dedicated street, road or other public way;
- (b) Comprising twenty (20) acres or more and which, together with the building and improvements situated thereon has an assessed value in excess of Two Hundred Thousand Dollars (\$200,000.00) for ad valorem tax purposes to be annexed without the written consent of the landowner or landowners.

- (8) No part of the area proposed to be annexed is more than three miles from a point on the municipal boundary, as such was established more than one year before this annexation will take place;
- (9) The area proposed to be annexed comprises less than ten acres, therefore an impact report as provided in Section 31-12-105.5, CRS, as amended, is not required.
- (10) The area proposed to be annexed is located within Larimer County, Thompson School District, Northern Colorado Water Conservancy District, Little Thompson Water District, Loveland Rural Fire Protection District, Aims Junior College District, and no known others;
- (11) The mailing address of each signer, the legal description of the land owned by each signer and the date of signing of each signature are all shown on this Petition;
- (12) Accompanying this Petition are five (5) prints of the area proposed to be following information:
 - (a) A written legal description of the boundaries of the area proposed to be annexed;
 - (b) A map showing the boundary of the area proposed to be annexed, such map prepared and containing the seal of a registered engineer or land surveyor;
 - (c) Within the annexation boundary map there is shown the location of each ownership tract in unplatted land, and if part or all of the area is to be platted at the time of the effectiveness of the annexation (as opposed to after such effectiveness), then the boundaries and the plat number of plots or of lots and blocks are shown;
 - (d) Next to the boundary of the area proposed to be annexed is drawn the contiguous boundary of the Town of Johnstown, and the contiguous boundary of any other municipality abutting the area proposed to be annexed;
 - (e) The dimensions of the contiguous boundaries are shown on the map.
 - (f) A proposed drainage plan and a proposed utilities plan will be provided separately with the Site Plan Development..
- (13) The territory to be annexed is not presently a part of any incorporated city, city and county, or town;

(14) The undersigned agree to the following conditions, which shall be covenants running with the land, and which shall, at the option of the Town, appear on the annexation map:

- (a) Water rights shall be provided as mutually agreed to by the Town and the undersigned; The undersigned specifically agree that they have not sold or transferred any water rights appurtenant to their property within the past year nor will they do so during the pendency of this annexation petition and once annexed to the Town of Johnstown, they will not sell or transfer any water rights appurtenant to the subject property without the prior written approval of the Johnstown Town Council.
- (b) The owners shall participate in providing drainage plan and improvements with the Site Plan Development, and payment of a unit drainage fee as may be required by the Town the area;
- (c) The undersigned hereby waive any and all "vested rights" previously created pursuant to Section 24-68-103, CRS, as amended.
- (d) The undersigned and the Town may enter into an Annexation Agreement prior to the effective date of this annexation, which agreement shall be additional conditions as effectively as if set forth in this Petition.

(15) Petitioner represents that: (Check one)

 X No part of the property to be annexed is included within any site specific development plan approved by Larimer County, Colorado.

 A site specific development plan has been approved by Larimer County, Colorado, which has created a vested right.

(16) Submitted with this Petition is the required \$100.00 for publication costs.

EXECUTED this 4th day of Jan, 2024

By: Tracy J. Letzring

Name: [Signature]

Title: Member

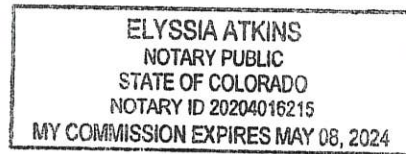
Name of Annexation: Yellow Roof Development

STATE OF COLORADO)
)ss
COUNTY OF Larimer)

Subscribed and sworn to before me this 4th day of January,
2024 by Tracy Letting as Member of
Yellow Roof Development LLC on behalf of
Same.

WITNESS my hand and official seal.

My commission expires: May 8, 24



Elyssia Atkins
Notary Public

PETITION FOR ANNEXATION
To the Town of Johnstown
(Larimer County)

The undersigned, in accordance with Article 12, Chapter 31, CRS, as amended, hereby petition the Town Council of the Town of Johnstown, Colorado, for annexation to the Town of Johnstown the unincorporated territory more particularly described below, currently known as Yellow Roof Development, and in support of said Petition, your petitioners allege that:

- (1) It is desirable and necessary that the following described territory be annexed to the Town of Johnstown, Colorado:

See Exhibit A (Annexation Plat) attached hereto and made a part hereof.

- (2) Not less than one-sixth (1/6) of the perimeter of that area proposed to be annexed is contiguous with the Town of Johnstown, Colorado.
- (3) A community of interest exists between the territory proposed to be annexed and the Town of Johnstown, Colorado.
- (4) The territory proposed to be annexed is urban or will be urbanized in the near future;
- (5) The territory proposed to be annexed is integrated or is capable of being integrated with the Town of Johnstown, Colorado;
- (6) The signatures of the Petition comprise one hundred percent (100%) of the landowners of the territory to be included in the area proposed to be annexed and said landowners attesting to the facts and agreeing to the conditions herein contained will negate the necessity of any annexation election;
- (7) No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
- (a) Is divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels are separated by a dedicated street, road or other public way;
- (b) Comprising twenty (20) acres or more and which, together with the building and improvements situated thereon has an assessed value in excess of Two Hundred Thousand Dollars (\$200,000.00) for ad valorem tax purposes to be annexed without the written consent of the landowner or landowners.

- (8) No part of the area proposed to be annexed is more than three miles from a point on the municipal boundary, as such was established more than one year before this annexation will take place;
- (9) The area proposed to be annexed comprises less than ten acres, therefore an impact report as provided in Section 31-12-105.5, CRS, as amended, is not required.
- (10) The area proposed to be annexed is located within Larimer County, Thompson School District, Northern Colorado Water Conservancy District, Little Thompson Water District, Loveland Rural Fire Protection District, Aims Junior College District, and no known others;
- (11) The mailing address of each signer, the legal description of the land owned by each signer and the date of signing of each signature are all shown on this Petition;
- (12) Accompanying this Petition are five (5) prints of the area proposed to be following information:
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 - (b) A map showing the boundary of the area proposed to be annexed, such map prepared and containing the seal of a registered engineer or land surveyor;
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(15) Petitioner represents that: (Check one)

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A site specific development plan has been approved by Larimer County, Colorado, which has created a vested right.

(16) Submitted with this Petition is the required \$100.00 for publication costs.

EXECUTED this 4 day of January, 2024 .

By: 

Name: Thomas F. Tait

Title: Member

Name of Annexation: Yellow Roof Development

CALIFORNIA JURAT

GOVERNMENT CODE § 8202



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

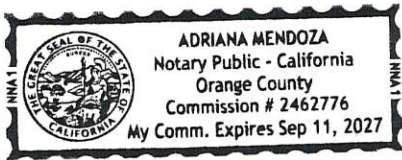
Subscribed and sworn to ~~(or affirmed)~~ before me on this 4 day of January, 2021, by
Date Month Year

(1) Thomas F. Tait

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person~~(s)~~ who appeared before me.

Signature *Adriana Mendoza*
Signature of Notary Public



Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Petition for Annexation

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____



STATE OF COLORADO)
)ss
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____,
_____ by _____ as _____ of
_____ on behalf of
_____.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

See Attached Certificate

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State of California

County of Orange

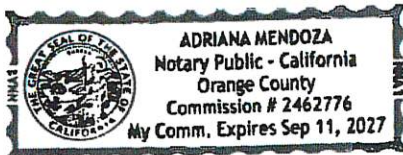
Subscribed and sworn to (or affirmed) before me on this 8th day of January, 2024, by
Date Month Year

(1) Kenneth Richard Tail

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature Adriana Mendoza
Signature of Notary Public



Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Petition for Annexation

Document Date: _____ Number of Pages: _____

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EXECUTED this 8th day of January, 2024 .

By: Alex Hoime

Name: Alex Hoime

Title: Member

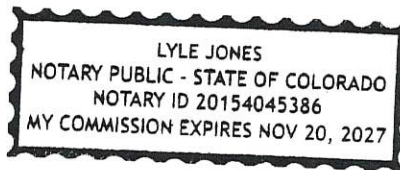
Name of Annexation: Yellow Roof Development

STATE OF COLORADO)
)ss
COUNTY OF Larimer)

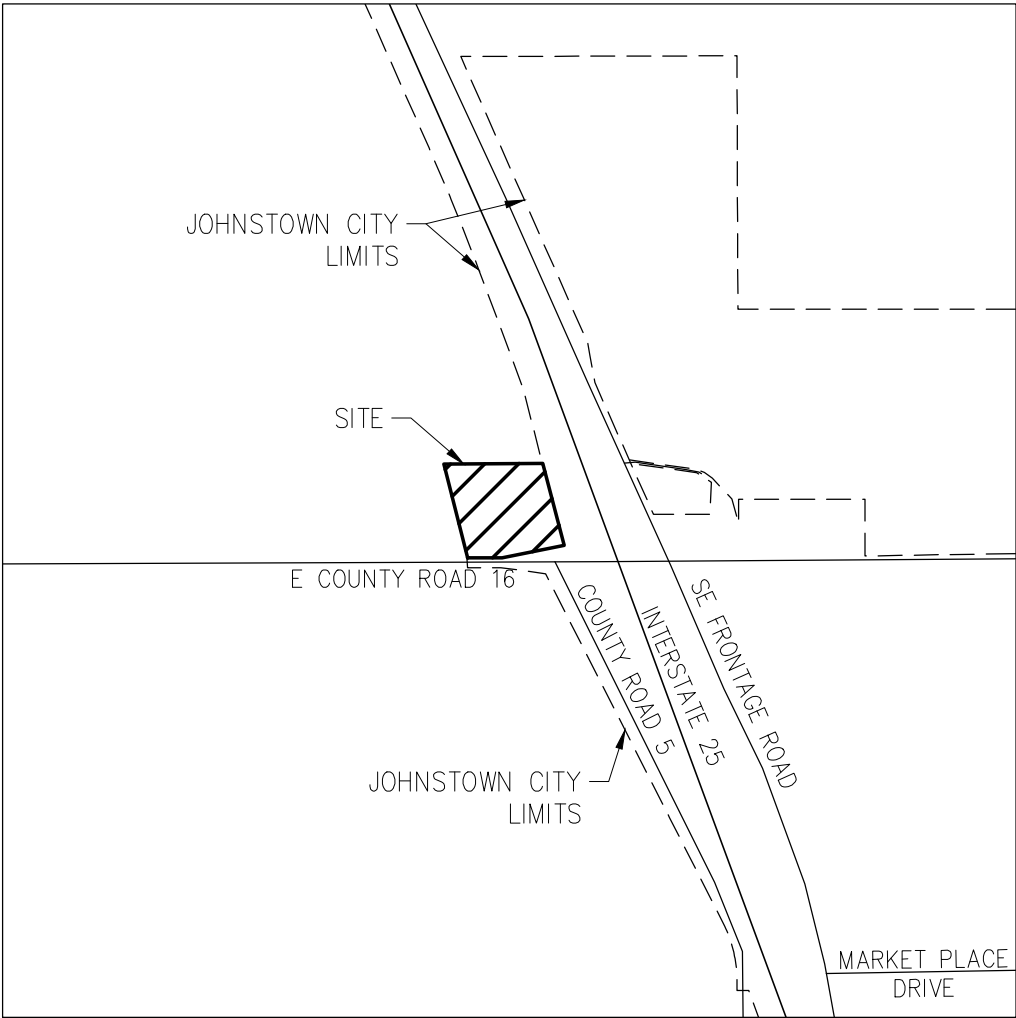
Subscribed and sworn to before me this 8 day of January,
2024 by Alex Hoime as member of
Yellow Roof Development on behalf of
owner.

WITNESS my hand and official seal.

My commission expires: Nov 20 2027



[Signature]
Notary Public



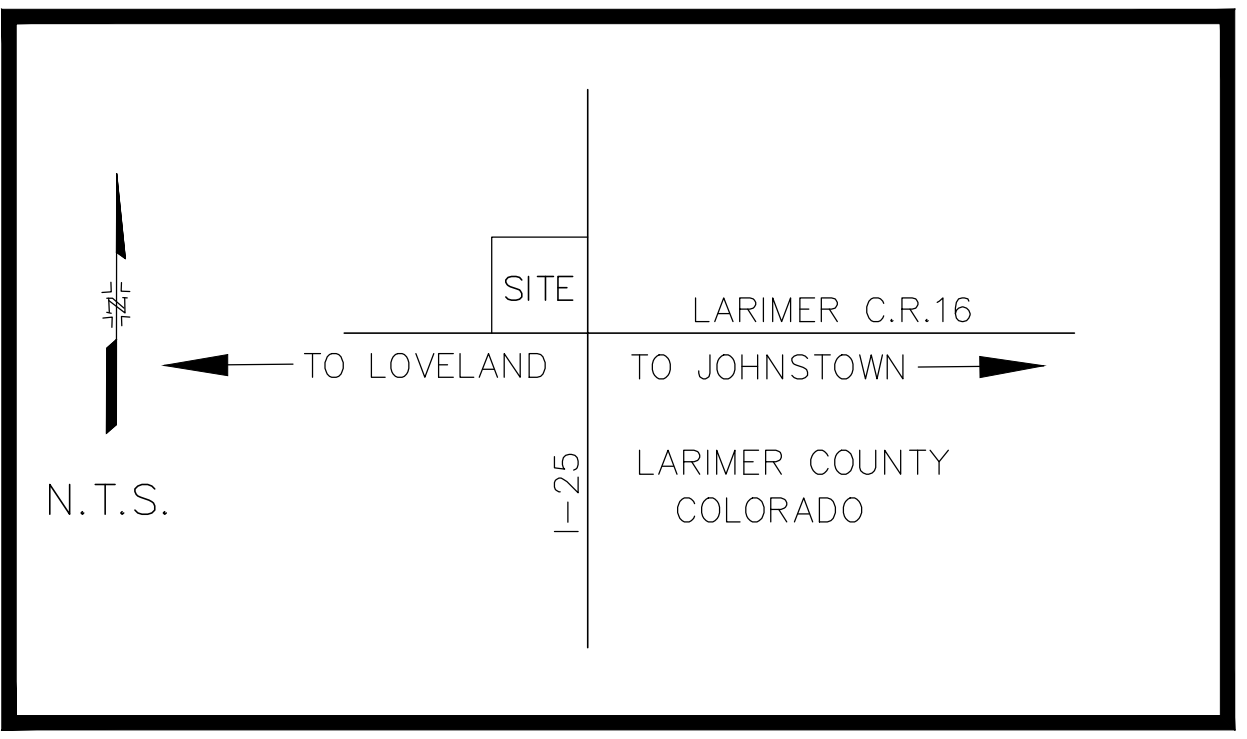
YELLOW ROOF ANNEXATION & ZONING VICINITY MAP



SCALE: 1" = 1000'

YELLOW ROOF ANNEXATION TO THE TOWN OF JOHNSTOWN

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO.



VICINITY MAP

ANNEXATION DESCRIPTION:

ALL THAT PART OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 27, WHICH POINT IS 1247.9 FEET WEST OF THE SOUTHEAST CORNER OF SAID SECTION 27; THENCE WESTERLY ON THE SOUTH LINE OF SAID SECTION 27 A DISTANCE OF 170 FEET; THENCE ON AN ANGLE OF 75°27'30" TO THE RIGHT A DISTANCE OF 531.2 FEET; THENCE ON AN ANGLE OF 104°12'30" TO THE RIGHT A DISTANCE OF 519.68 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 185; THENCE ON AN ANGLE OF 75°27'30" TO THE RIGHT ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 442.59 FEET; THENCE ON AN ANGLE OF 93°51'30" TO THE RIGHT A DISTANCE OF 333.2 FEET; THENCE ON AN ANGLE OF 79°19'00" TO THE LEFT A DISTANCE OF 24.0 FEET TO THE POINT OF BEGINNING, COUNTY OF LARIMER, STATE OF COLORADO.

NOTES:

1. THE PROPOSED ZONING IS INDUSTRIAL LIGHT (I-1).
2. BEARINGS BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 68 WEST AS NORTH 89°47'30" WEST ACCORDING TO RIGHT-OF-WAY CONVEYANCE TO COLORADO DEPARTMENT OF HIGHWAYS RECORDED OCTOBER 31, 1960 IN BOOK 1128, PAGE 3.
3. FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT 139063676802, DATED FEBRUARY 4, 2021 WAS RELIED UPON FOR RECORD DATA REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS MAP.
4. THIS MAP WAS COMPILED USING EXISTING PLATS, DEEDS, LEGAL DESCRIPTIONS, AND OTHER DOCUMENTS AND IS NOT BASED ON A FIELD SURVEY NOR SHOULD IT BE CONSTRUED AS A BOUNDARY SURVEY.
5. THE TOTAL AREA OF THE ANNEXED PROPERTY IS 248,282 SF (5.70 ACRES).
6. PROPERTY ADDRESS: 6163 EAST COUNTY ROAD 16, LOVELAND, CO 80537
7. THIS MAP IS NOT A LAND SURVEY PLAT.
8. SEWER TO BE UNDER INTERSTATE 25 TO CONNECT TO TOWN OF JOHNSTOWN SEWER SYSTEM UPON FURTHER DEVELOPMENT OF SITE.
9. LITTLE THOMPSON WATER DISTRICT WILL BE ALLOWED TO SERVICE PROPERTY UNTIL FURTHER DEVELOPMENT EXTENDS TOWN OF JOHNSTOWN WATER ADJACENT TO PROPERTY.

TOWN COUNCIL APPROVAL

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

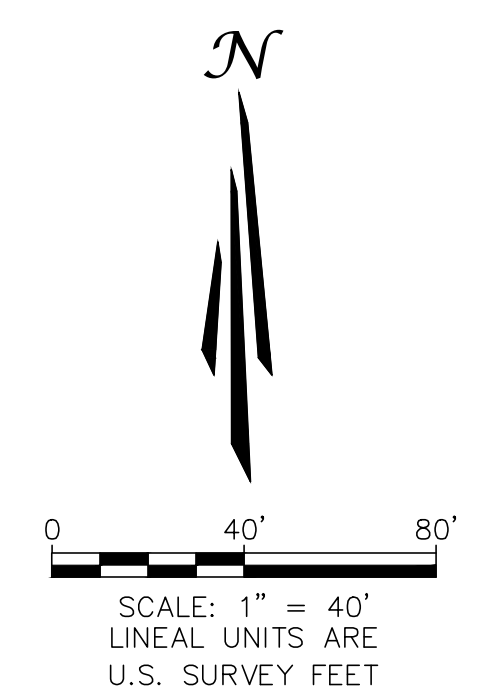
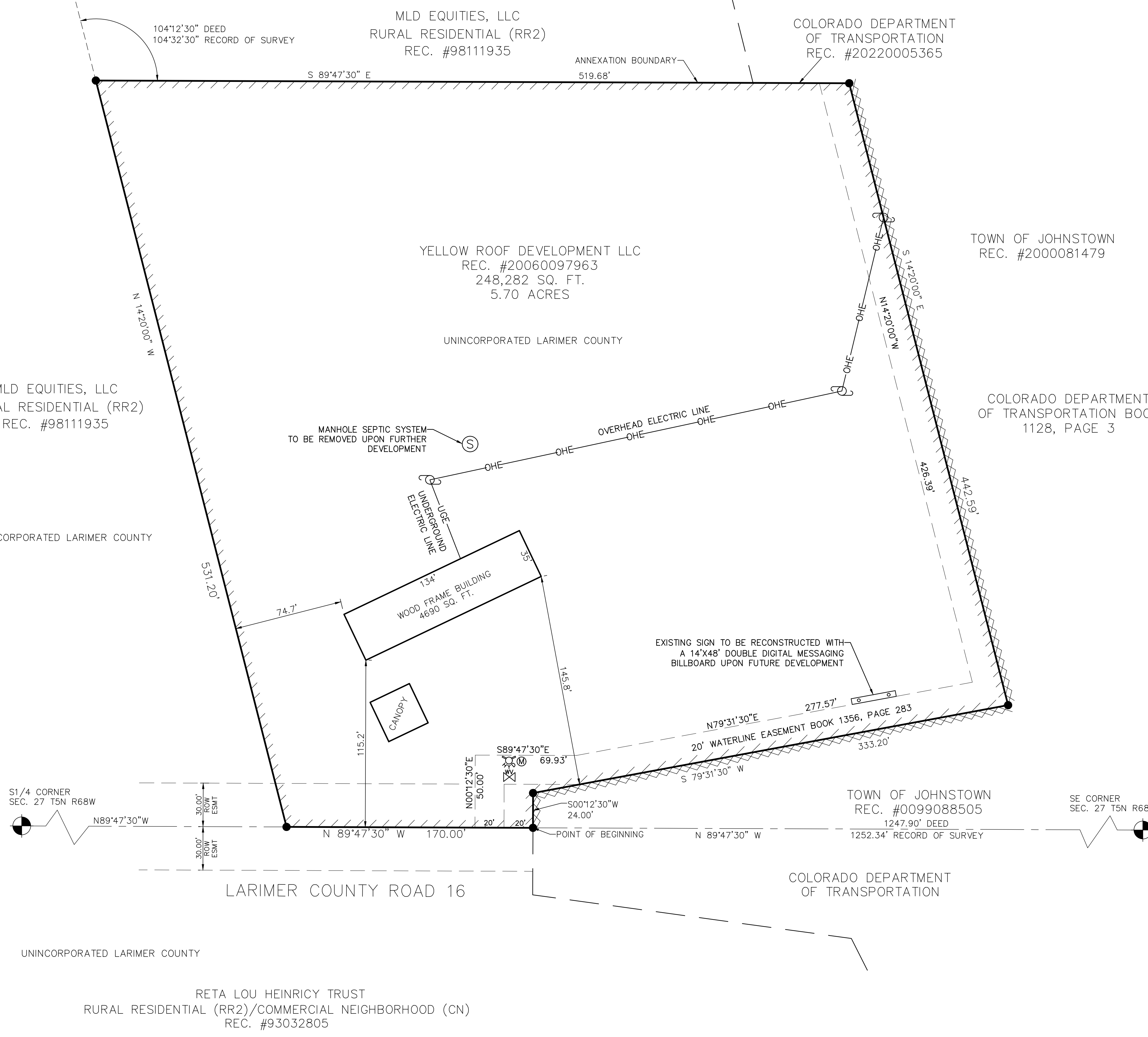
BY: _____ MAYOR

ATTEST: _____ TOWN CLERK

SURVEYOR CERTIFICATE:

I, STEVEN B. VARRIANO, A COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY STATE THAT THIS ANNEXATION MAP IS AN ACCURATE REPRESENTATION OF THE PROPERTY TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF, AND IN MY PROFESSIONAL OPINION. I FURTHER STATE THAT THIS CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PARTIES OR THE SUCCESSORS AND/OR ASSIGNS.

STEVEN B. VARRIANO, P.L.S. 30126



- LEGEND:
- CONTROL CORNER AS DESCRIBED HEREON.
 - ANGLE POINT ON ANNEXATION BOUNDARY
 - - - ANNEXATION BOUNDARY
 - XXXX CONTIGUOUS BOUNDARY
 - ⊕ FIRE HYDRANT
 - ⊗ WATER VALVE
 - ⊙ WATER METER PIT

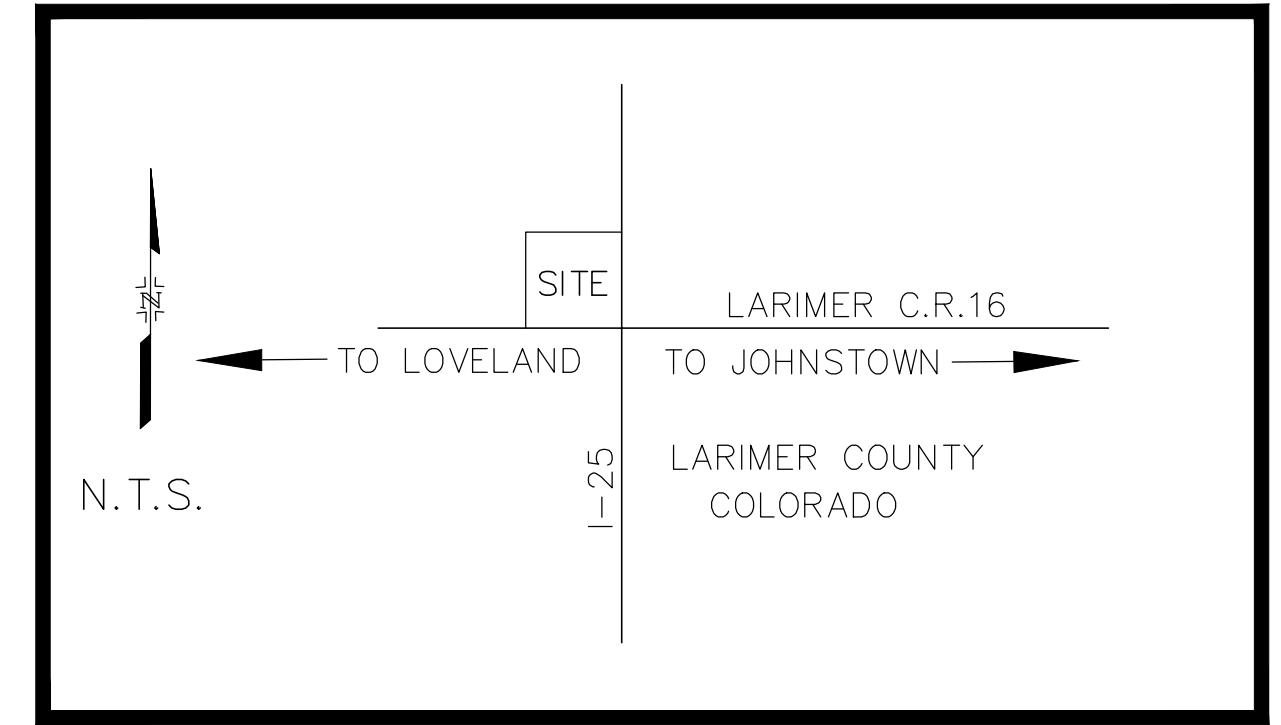
ANNEXATION NOTES:

AREA OF ANNEXATION: 248,282 SQ. FT. OR 5.70 ACRES
 PERIMETER OF ANNEXATION: 2020.67 FEET
 PERIMETER CONTIGUOUS TO JOHNSTOWN TOWN LIMITS: 799.79 FEET (336.78' MINIMUM)

DRAWN: CG	DATE: 12/02/2023	CHECKED: SV	DATE: 12/20/2023	REVISION #:	DATE:	JOB NO. C01158A
<p>ANNEXATION MAP</p> <p>YELLOW ROOF ANNEXATION</p> <p>A PORTION OF THE SE 1/4 SEC 27 T5N, R68W</p> <p>LARIMER COUNTY, COLORADO</p>						
<p>TAIT & ASSOCIATES</p> <p>ENGINEERING, ENVIRONMENTAL, BUILDING LAND</p> <p>www.tait.com</p> <p>p: 970.613.1447</p> <p>6163 East County Road 16 Loveland, CO 80537</p> <p>Denver, Colorado</p> <p>Atlanta</p>						
<p>1 of 1</p>						

YELLOW ROOF ZONING TO THE TOWN OF JOHNSTOWN

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO.



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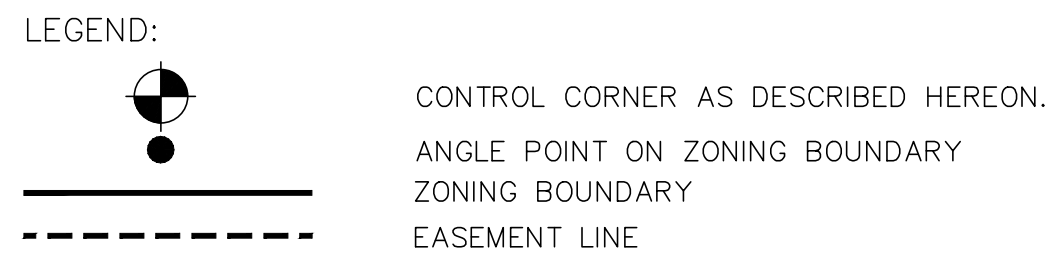
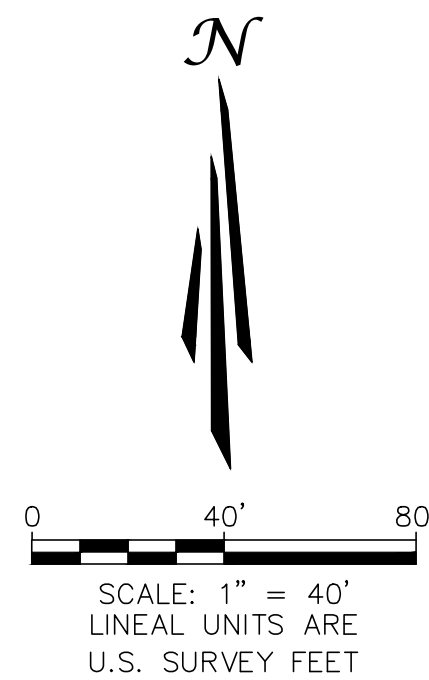
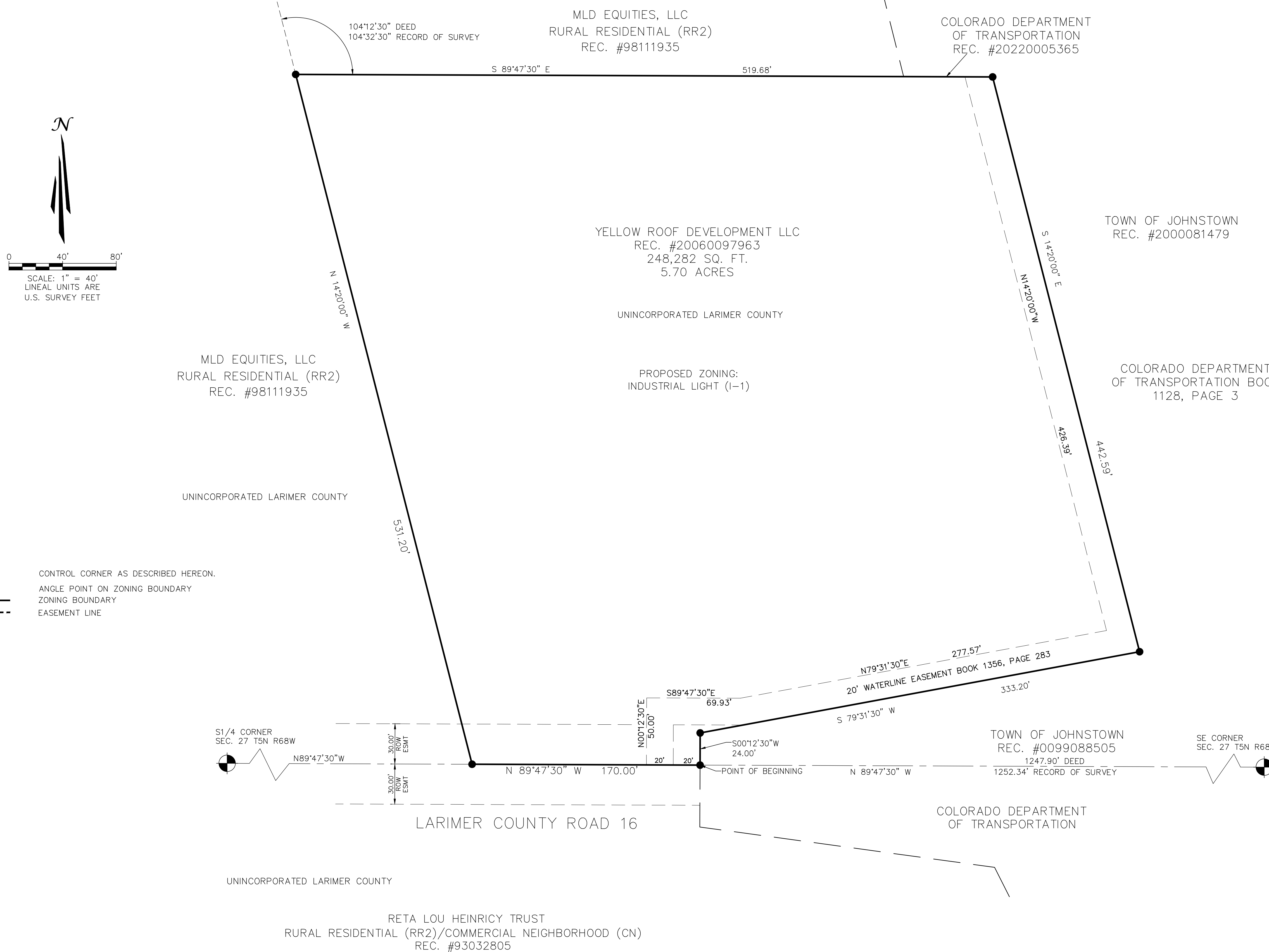
BY: _____ MAYOR

ATTEST: _____ TOWN CLERK

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STEVEN B. VARRIANO, P.L.S. 30126



NO.	DESCRIPTION	BY	DATE

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Loveland, CO 80537
p: 970.613.1447
www.tait.com
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SURVEYING CIVIL ARCHITECTURE
Since 1944

TAIT & ASSOCIATES
Denver
Boulder
Atlanta

ZONING MAP
YELLOW ROOF ZONING
A PORTION OF THE SE 1/4 SEC 27, T5N, R68W
LARIMER COUNTY, COLORADO

DRAWN: KR
DATE: 12/02/2023
CHECKED: SV
DATE: 12/20/2023
REVISION #:
DATE:
JOB NO.: C01158A

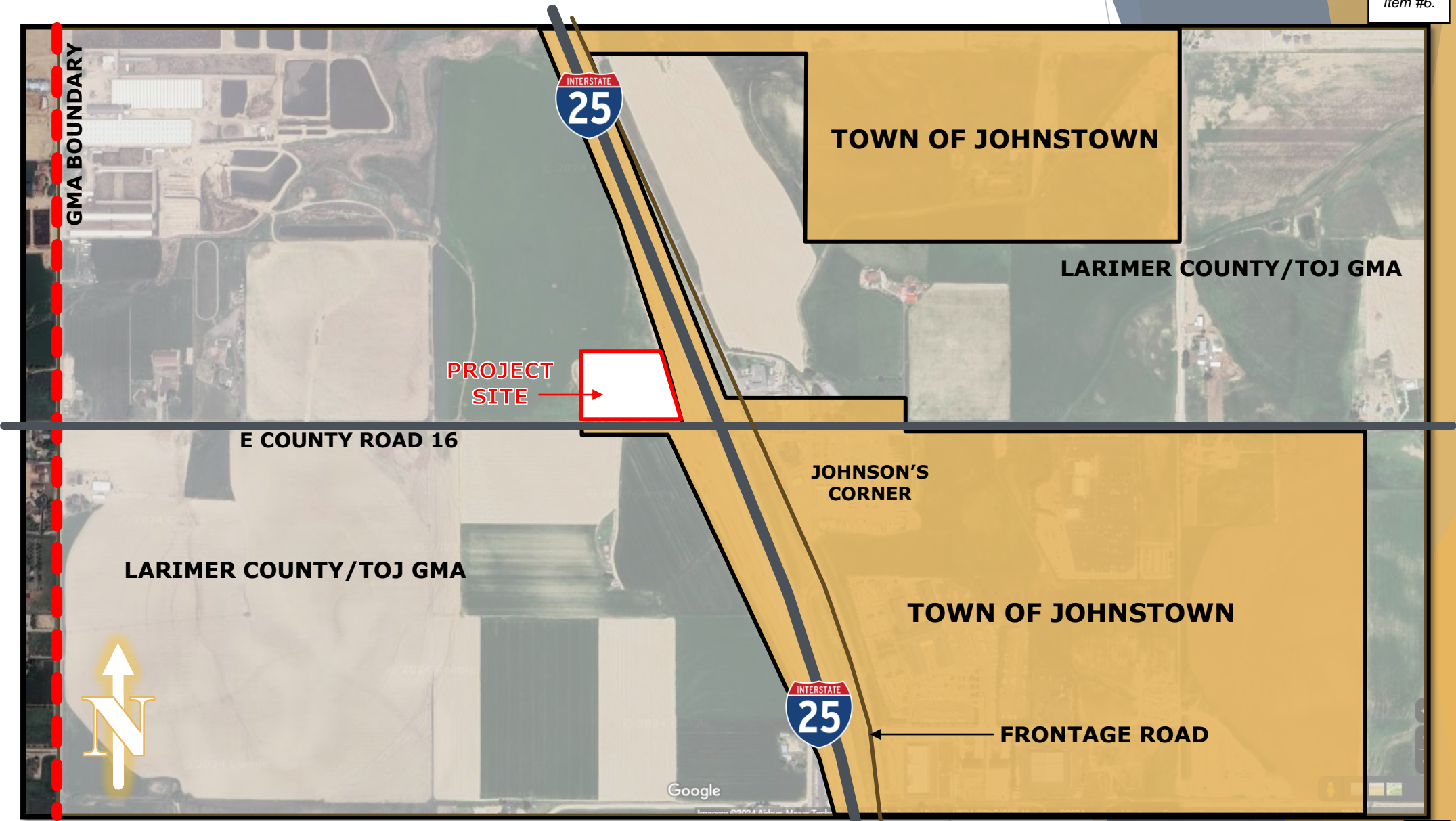
The seal of the Town of Johnstown, Colorado, is a large, light-colored watermark in the background. It features a circular border with the text "TOWN OF JOHNSTOWN" at the top and "COLORADO" at the bottom. In the center, there is a stylized mountain range with three peaks. Below the mountains, the text "EST. 1891" is visible.

YELLOW ROOF ANNEXATION CASE ANX23-0002

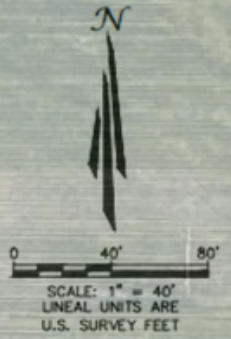
Town Council Meeting
April 15, 2024

The Community that Cares

VICINITY MAP



The Community that Cares



MLD EQUITIES, LLC
RURAL RESIDENTIAL (RR2)
REC. #98111935

YELLOW ROOF DEVELOPMENT LLC
REC. #20060097963
248,282 SQ. FT.
5.70 ACRES

TOWN OF JOHNSTOWN
REC. #2000081479

COLORADO DEPARTMENT
OF TRANSPORTATION BOOK
1128, PAGE 3

- LEGEND:
- CONTROL CORNER AS DESCRIBED HEREON.
 - ANGLE POINT ON ANNEXATION BOUNDARY
 - ANNEXATION BOUNDARY
 - CONTIGUOUS BOUNDARY
 - FIRE HYDRANT
 - WATER VALVE
 - WATER METER PIT

TRAIT & Associates, Inc

WOOD FRAME BUILDING
4690 SQ. FT.

CANOPY

EXISTING SIGN TO BE RECONSTRUCTED WITH
A 14'X48' DOUBLE DIGITAL MESSAGING
BILLBOARD UPON FUTURE DEVELOPMENT

20' WATERLINE EASEMENT BOOK 1356, PAGE 283

TOWN OF JOHNSTOWN

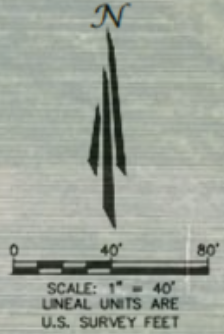
REC. #0099088505
1247.90' DEED
1252.34' RECORD OF SURVEY

LARIMER COUNTY ROAD 16

COLORADO DEPARTMENT
OF TRANSPORTATION

ANNEXATION MAP

ZONING MAP



Item #6.

MLD EQUITIES, LLC
RURAL RESIDENTIAL (RR2)
REC. #98111935

YELLOW ROOF DEVELOPMENT LLC
REC. #20060097963
248,282 SQ. FT.
5.70 ACRES

UNINCORPORATED LARIMER COUNTY

TOWN OF JOHNSTOWN
REC. #2000081479

COLORADO DEPARTMENT
OF TRANSPORTATION BOOK
1128, PAGE 3

I-1 ZONING (INDUSTRIAL, LIGHT)

Comp Plan Alignment

- High Density/Intensity Land Use Area
- High percentage of non-residential
- Accommodate a larger volume of traffic
- Located along highway corridors, especially at interchanges
- Accommodates light industrial uses



TOWN OF JOHNSTOWN

REC. #0099088505
1247.90' DEED
1252.34' RECORD OF SURVEY

LARIMER COUNTY ROAD 16

COLORADO DEPARTMENT
OF TRANSPORTATION

Planning & Zoning Commission Summary

Item #6.

Oral summary to be provided
during public hearing.



The Community that Cares

RECOMMENDATIONS

RESOLUTION 2024-18

Recommend **APPROVAL** of Resolution No. 2024-18, accepting the Findings of Fact and Conclusions for the Yellow Roof Annexation.

ORDINANCE 2024-250

Recommend **APPROVAL** of Ordinance No. 2024-250, approving annexation of approximately 5.7 acres, known as the Yellow Roof Annexation.

ORDINANCE 2024-251

Recommend **APPROVAL** of Ordinance No. 2024-251, approving I-1 zoning for the property known as the Yellow Roof Annexation.





\$65,000,000*
Town of Johnstown
Water Revenue Bonds, Series 2024

FINANCING TIMETABLE

May						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

- Town Council Meeting
- Holiday
- FOMC Meeting

DATE	EVENT	PARTY
May 8, 2024	Kick-off call	All
May 29, 2024	First draft of POS and financing documents distributed	BC
June 5, 2024	Document review call	All
June 12, 2024	Second draft of POS and financing documents distributed to working group, rating agency and insurance providers	BC/UW
June 20, 2024	Rating prep call	I/UW
June 21, 2024	Rating call	I/UW
July 1, 2024	Receive Rating	UW
July 8, 2024	First reading of Ordinance at Town Council Meeting	I/UW/BC
July 10, 2024	Receive responses back from insurance companies	UW
July 22, 2024	Second reading of Ordinance at Town Council Meeting	I/UW/BC
July 23, 2024	Receive near final draft of financing documents	BC
July 26, 2024	Due Diligence Call	All
July 29, 2024	Final comments due on POS	All
August 1, 2024	Post POS	BC
August 13, 2024	Pricing	I/UW
August 19, 2024	Official Statement is posted and distributed	BC
August 26, 2024	Closing	All



Responsible Party

Issuer – I – Town of Johnstown

Underwriter – UW – Stifel

Underwriter’s Counsel –UWC – Stradling Yocca Carlson Rauth

Bond Counsel – BC – Kutak Rock

Paying Agent– PA – UMB

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 #7.
	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	\$ -				Item #7.
ENDING PETTY CASH BALANCE		\$ 2,205.01				
	<i>COLORADO TRUST INVESTMENT</i>		Y-T-D			
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				