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

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO
Monday, March 03, 2025 at 7:00 PM

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

AGENDA

CALL TO ORDER

Pledge of Allegiance

ROLL CALL

AGENDA APPROVAL

SPECIAL PRESENTATIONS

1. Employee Introductions
2. Business of the Month

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 five (5) minutes per speaker. When several people wish to speak on the same position on a given item, they are requested to select a spokesperson to state that position.

CONSENT AGENDA

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

3. First Amendment to Building Division Services Agreement with SAFEbuilt Colorado, LLC
4. February 2025 List of Bills
5. February 19, 2025 Town Council Meeting Minutes
6. Resolution 2025-07: Payment to Northern Colorado YMCA for Town of Johnstown Recreation Center Facility Management Agreement

TOWN MANAGER REPORT

7. Town Manager's Report

TOWN ATTORNEY REPORT

OLD BUSINESS

NEW BUSINESS

8. Contract Modification Order #3 – Alfred Benesch & Company Sandra Drive Storm Drainage

9. Property Lease Agreement for 5255 Ronald Reagan Blvd.

PUBLIC HEARING

10. Ordinance 2025-266: Adding Section 13-10(g) to the Johnstown Municipal Code Concerning Access to Indoor Water Meters and Repealing and Readopting Article VI of Chapter 13 of the Johnstown Municipal Code Concerning Water Conservation

11. Ordinance No. 2025-267: Authorizing Health, Vision, Dental and Life Insurance Benefits for the Mayor, Councilmembers and Part-Time Employees and Adding Section 2-26 to Article I of Chapter 2 of the Johnstown Municipal Code

COUNCIL REPORTS AND COMMENTS

MAYOR'S COMMENTS

INFORMATIONAL ITEMS

12. Informational Items

EXECUTIVE SESSION

ADJOURN

AMERICANS WITH DISABILITIES ACT NOTICE

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

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

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TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: March 3, 2025

SUBJECT: First Amendment to Building Division Services Agreement with SAFEbuilt Colorado, LLC

ATTACHMENTS:
1. First Amendment of Agreement to provide Building Department Services between Town of Johnstown, Colorado and SAFEbuilt Colorado, LLC
2. Current Agreement to provide Building Department Services between Town of Johnstown, Colorado and SAFEbuilt Colorado, LLC
3. Monthly Expense Data: Aug. 2023 – Jan. 2025

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

AGENDA ITEM DESCRIPTION:

On December 5, 2022, the Town entered into an agreement with SAFEbuilt Colorado, LLC, to provide Building Division Services (Services) for the Town of Johnstown. Services provided include: plan reviews, processing permits, conducting inspections, preparing certificates of occupancy, responding to phone referrals, attending conferences with building permit applicants, and investigating complaints of violations of the Johnstown Municipal Code for residential, commercial and industrial properties. The agreement took effect in January 2023 and renews annually. Under the terms of the agreement, the Town committed to paying a monthly fee of $25,000 for said services for the years 2023 and 2024 with the agreement providing a slight increase in calendar year 2025.

As part of our routine contract reviews, staff has evaluated our agreement with SAFEbuilt, an essential service for our community, and explored various pricing options to determine the most beneficial approach for the Town. The options considered include:

1. Percent-Based Billing: SAFEbuilt's preferred method involves taking a percentage of the building permit fees collected by the Town. Based on this formula, staff estimates that the cost of services would range between $600,000 and $700,000 annually, depending on the number and types of permits issued.

2. Hourly Rate Billing: Under this model, SAFEbuilt would bill the Town based on the actual hours worked each month, which could result in significant cost fluctuations. Using this method, the cost for services in 2024 would have been approximately $435,145. (Over the past six months, the average billable hours have equaled $38,207 per month.)

3. Flat Monthly Rate: Increasing the current flat monthly rate to $35,000 would better align with the services provided while offering financial stability for budgeting purposes. The total annual cost using this approach is $420,000.

After careful evaluation, maintaining a predictable flat rate structure remains the most advantageous approach for the Town, balancing financial responsibility with the need for high-quality building services. Currently, the Town has budgeted $300,000 in 2025 for these services. The proposed amendment would increase these services to a cost of $400,000 in calendar year 2025.

It is important to note that the proposed amendment also includes provisions for annual increases based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (CPI) for the Town or, if not reported for the Town, the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum.

Based on the foregoing, staff is recommending that the Town Council approve the First Amendment to the agreement to provide Building Department Services with SAFEbuilt Colorado, LLC. If approved, the effective date of the amendment would be March 1, 2025.

STRATEGIC PLAN ALIGNMENT:

- Organizational Excellence & Public Trust
  - *Strengthen public trust and confidence*
- Safe & Welcoming community
  - *Provide and maintain public safety services and awareness in our community*
- Natural & Built Environment
  - *Invest in, enhance, and conserve our parks, open spaces, agricultural areas and natural environment*

LEGAL ADVICE:

The Town Attorney reviewed the proposed amendment to the agreement.

FINANCIAL ADVICE:

A budget amendment will likely be needed at a later date to accommodate the increase.

RECOMMENDED ACTION:

Staff recommends that the Town Council approve the First Amendment to Building Division Services Agreement with SAFEbuilt Colorado, LLC, and authorize the Town Manager to execute accordingly.

Reviewed and Approved for Presentation,

Town Manager

FIRST AMENDMENT OF AGREEMENT TO PROVIDE BUILDING DEPARTMENT SERVICES BETWEEN TOWN OF JOHNSTOWN, COLORADO AND SAFEbuilt COLORADO, LLC

THIS FIRST AMENDMENT OF AGREEMENT TO PROVIDE BUILDING DEPARTMENT SERVICES is made effective as of the date of the last signature below by and between the Town of Johnstown, Colorado, (Municipality) and SAFEbuilt Colorado, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, (Consultant). Municipality and Consultant shall be jointly referred to as the "Parties".

RECITALS AND REPRESENTATIONS

WHEREAS, Parties entered into an Agreement to Provide Building Department Services (Agreement), by which both Parties established the terms and conditions for service delivery on December 5, 2022; and

WHEREAS, pursuant to Article 21 to the Agreement, modifications or changes to Agreement must be a written instrument signed by both Parties; and

WHEREAS, Parties hereto now desire to amend the Agreement to revise the monthly compensation as well as to include hourly rates for as requested services that are not included in the monthly fixed rate.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

1. The above recitals are acknowledged as true and correct and are incorporated herein.
2. Article 4 section C of Agreement is hereby deleted in its entirety and replaced with the following statement:

   c. **2025 calendar year and subsequent years** – (a) $35,000 monthly for 2025 calendar year and (b) for subsequent years the monthly fee shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI") for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. SAFEbuilt will inform the Municipality of the increase and effective date of the increase by written notice. If the index decreases, the rates listed shall remain unchanged.
3. Municipality shall compensate Consultant for as requested services that are beyond the monthly fixed rate pursuant to Exhibit A – Fee Schedule for As Requested Services hereto incorporated.
4. All other conditions and terms of the original Agreement not specifically amended herein, shall remain in full force and effect.

IN WITNESS HEREOF, the undersigned have caused this Amendment to be executed in their respective names on the dates hereinafter enumerated.

SAFEbuilt COLORADO, LLC	TOWN OF JOHNSTOWN, COLORADO
By:_____	By: _____
Name: _Gary Amato_____	Name: _____
Title: _Chief Administrative Officer_____	Title: _____
Date: _____	Date: _____

EXHIBIT A

FEE SCHEDULE FOR AS REQUESTED SERVICES

Job Duty	Standard Hourly Rate*
Building Official	$177.00
Building Inspector	$118.00
Residential Plan Reviewer	$100.00
Commercial Plan Reviewer	$118.00
Permit Technician	$85.00

Starting December 5, 2025 and annually thereafter, the hourly listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI") for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. SAFEbuilt will inform the Municipality of the increase and effective date of the increase by written notice. If the index decreases, the rates listed shall remain unchanged.

*Services requested beyond normal business hours, Monday through Friday, will be invoiced at one-and-a-half times (1.5x) the standard rate with a two (2) hour minimum.

Services requested on Saturdays, will be invoiced at one-and-a-half (1.5) times the standard rate with a four (4) hour minimum.

Services requested on Sunday or US Federal holidays will be invoiced at two (2) times the standard rate with a four (4) hour minimum.

AGREEMENT TO PROVIDE BUILDING DEPARTMENT SERVICES

THIS AGREEMENT TO PROVIDE BUILDING DEPARTMENT SERVICES ("Agreement") made this 5 day of December, 2022, by and between the TOWN OF JOHNSTOWN, COLORADO, a home-rule municipal corporation of the State of Colorado ("Town"), and SAFEbuilt Colorado, LLC, a Colorado limited liability company and wholly owned subsidiary of SAFEbuilt, LLC, a Delaware limited liability company ("Building Official"). The Town and Building Official may be collectively referred to herein as the "Parties."

WHEREAS, the Town does not have a building department and does not employ a building official; and

WHEREAS, to obtain building department services, on or about October 18, 2021, the Town and ProCode, Inc., a Colorado corporation ("ProCode"), entered that certain Agreement to Provide Building Department Services ("ProCode Agreement"); and

WHEREAS, since execution of the ProCode Agreement, ProCode was acquired by SAFEbuilt, LLC; and

WHEREAS, the Town desires to terminate the ProCode Agreement and to utilize the services of Building Official to perform building department services for the Town; and

WHEREAS, in order to set forth the responsibilities, obligations, powers and rights of the Parties, the Town and Building Official hereby enter into this Agreement.

NOW, THEREFORE, in consideration of recitals, promises, and covenants herein set forth, and other good and valuable consideration herein receipted for, the parties agree as follows:

1. SERVICES – The Town and Building Official agree that Building Official shall perform the following services for the Town: review plans, process permits, conduct inspections, prepare certificates of occupancy, respond to phone referrals, attend conferences with building permit applicants and any and all other reasonable activities requested by the Town. Building Official shall also inspect and investigate complaints of violations of the Johnstown Municipal Code ("Code") when so directed by an administrative officer of the Town, and be available for testimony in any proceeding regarding such violations. (Collectively, the foregoing shall be referred to as the "Services.") The Services shall be performed for residential, commercial and industrial properties within the boundaries of the Town and be based upon the Town's adopted uniform codes, including the Building Code, Mechanical Code, Plumbing Code, Electrical Code and all other uniform codes adopted in Chapter 18 of the Municipal Code. Building Official agrees to designate Jonathan Gesick to be primarily responsible for providing, and/or coordinating for the provision of, the Services hereunder.

Building Official further agrees to:

a. Inspect properties, residential, commercial and industrial, within twenty-four (24) hours of a request by the Town, except that weekends and holidays shall not be included in the twenty-four (24) hour time period;
b. Review development plans, in whatever form, within ten (10) business days of a request by the Town;
c. Provide regular reports as may be required by the Town Manager concerning building activity within the Town;
d. During each calendar year that this Agreement is in effect, conduct a two-hour program annually to educate members of the public regarding building guidelines and best practices and provide the Town Manager with documentation that may be posted on the Town of Johnstown's website to further community education;
e. Provide other building inspection related services as requested and necessary to assist with ensuring the health, safety and wellness of the Town and its residents..

2. HOURS – The parties expect and agree that Building Official shall work as many hours as required per week for the Town. The Town does not dictate Building Official's hours, but expects and requires that Building Official perform the Services in a timely manner and that such Services will be generally performed during regular business hours. If Building Official is unavailable during any particular week, Building Official shall provide notice to the Town Manager.

3. CERTIFICATION – Building Official represents and agrees that Jonathan Gesick and, if applicable, all other persons providing Services pursuant to this Agreement are certified building official(s), and or inspector(s), with certifications in building, plumbing, mechanical and electrical disciplines for commercial, industrial and residential properties. Building Official and persons providing Services shall maintain the appropriate certifications during the term of this Agreement according to the discipline in which they are involved and performing Services.

4. COMPENSATION – In consideration of Building Official's high-level credentials and ability and agreement to deliver the Services, the Town agrees to pay Building Official at the monthly rates shown below, which is based on the expectation that Building Official will provide the required Services for the Town. The compensation will be paid to Building Official within five (5) working days following the first regular Town business meeting of the month for all invoices submitted at least ten (10) days prior to such meeting.

   Building Official's compensation shall be as follows:
   a. 2023 calendar year - $25,000 monthly
   b. 2024 calendar year - $25,000 monthly
   c. 2025 calendar year and subsequent years - the lesser of: (a) $26,000 (representing a four percent (4%) increase); or (b) $25,000 multiplied by the number equivalent to the Consumer Price Index ("CPI") during the prior

calendar year, using the most recently published CPI for the Denver-Boulder Metropolitan Area published by the Bureau of Labor Statistics of the United States Department of Labor.

5. INDEPENDENT CONTRACTOR – Building Official understands and agrees that Building Official is an independent contractor and not an employee of the Town. The Town shall not provide benefits of any kind to Building Official. The Town shall not be responsible for withholding any portion of Building Official's compensation for the payment of Federal Insurance Contributions Act (FICA) tax, workers' compensation or other taxes or benefits. THE BUILDING OFFICIAL IS NOT ENTITLED TO UNEMPLOYMENT COMPENSATION COVERAGE FROM THE TOWN. THE BUILDING OFFICIAL IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON MONEYS PAID PURSUANT TO THIS AGREEMENT. The Town does not require that Building Official work exclusively for the Town. As long as there is not a conflict of interest with the Town, Building Official may engage in any other lawful business activities during the term of this Agreement.

6. LIABILITIES –

(a) The Town shall not be liable for the direct payment of any salaries, wages or other compensation to any personnel, including but not limited to subcontractors, performing services herein for Building Official or for the Town at the request of Building Official.

(b) Building Official shall not be deemed to assume liability for negligent acts of the Town, its officers, agent, or employees.

(c) Building Official assumes full responsibility for any and all damages caused by Building Official's negligent or willful exercise of its activities under by this Agreement. Building Official agrees that it will at all times protect, defend and indemnify and hold harmless the Town, its officers, agents, employees, tenants and their successors and assigns from and against all liabilities, losses, claims, demands, actions and court costs (including reasonable attorneys' fees), to the extent arising from or related to loss or damage to property or injury to or death to any persons resulting in any manner from negligent or intentionally wrongful (willful misconduct) act or omission of Building Official or any invitees, guests, agents, employees or subcontractors of Building Official, whether brought by any of such persons or any other person .

7. TERM AND RENEWAL – The term of this Agreement shall be one year from its anniversary date. The Agreement shall be automatically renewed annually on its anniversary date unless either Party provides written notice of termination at least one hundred twenty (120) days prior to the termination.

8. TERMINATION – Either Party may terminate this Agreement with or without cause by providing one hundred (120) days advanced written notice. In such case, Building Official

shall complete all outstanding obligations to the Town within thirty (30) days. After providing a reasonable opportunity to cure, either Party may terminate this Agreement based on a breach of the Agreement without providing written notice. Upon termination, the remainder of Building Official's responsibilities shall be transferred to the Town.

9. NOTICES –

(a) All notices to Building Official shall be sent certified or registered mail, return receipt requested, and first-class mail, postage prepaid, to SAFEbuilt, LLC, Attention Joe DeRosa, CRO, 444 North Cleveland, Suite 444, Loveland, Colorado 80537.

(b) All notices to the Town shall be sent certified or registered mail, return receipt requested, and first-class mail, postage prepaid, to Town Manager, 450 South Parish, P.O. Box 609, Johnstown, CO 80534.

(c) In the alternative, either Party may provide notice via electronic mail ("e-mail") delivery on the condition that the other party acknowledges receipt of the e-mail. Joe DeRosa email jderosa@safebuilt.com.

10. INSURANCE – Building Official shall maintain the following insurance coverage during the term of this Agreement and any subsequent renewals:

(a) Commercial general or business liability insurance with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000.00) each occurrence and TWO MILLION DOLLARS ($2,000,000.00) general aggregate.

(b) Professional liability insurance with minimum limits of ONE MILLION DOLLARS ($1,000,000.00) each claim and TWO MILLION DOLLARS ($2,000,000.00) general aggregate.

(c) Automobile liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS ($1,000,000) for any one occurrence, with respect to each of Building Official's owned, hired or non-owned vehicles assigned to or used in performance of the Services. In the event that Building Official's insurance does not cover non-owned automobiles, the requirements of this paragraph shall be met by each employee of Building Official who utilizes an automobile in providing services to Town under this Agreement.

(d) Worker's compensation insurance in accordance with lawful requirements of the State of Colorado. Any notice of cancellation or non-renewal shall be provided to the Town.

Building Official shall procure and maintain the minimum insurance coverages listed herein. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by Building Official pursuant to this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. The Town shall have the right to request and receive a certified copy of any policy and any endorsement thereto. Except for workers compensation insurance, the Town shall be listed as an additional insured party on Building Official's insurance policies.

A certificate of insurance shall be completed by Building Official's insurance agent(s) as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, and, upon request by the Town, the policies shall be subject to review and approval by the Town. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be canceled, terminated or materially changed until at least thirty (30) days prior written notice has been given to Town. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The completed certificate of insurance shall be provided to the Town.

11. CODE MODIFICATIONS AND UPDATES – In addition to the Services set forth herein, Building Official shall make periodic recommendations to the Town for modifying, improving or updating the uniform codes in effect pursuant to Chapter 18 of the Johnstown Municipal Code. At a minimum, Building Official shall make recommendations to the Town Manager regarding the adoption of, along with appropriate modifications to, the uniform codes revised and adopted by the International Code Council in 2018 as necessary. Such recommendations shall be made in writing to the Town Manager and may thereafter be presented to the Town Council of the Town of Johnstown ("Town Council"). Building Official shall facilitate public input prior to providing recommendations to the Town Council.

12. LAWS – The validity, interpretation, performance, and enforcement of this Agreement shall be governed by the laws of the State of Colorado, and venue for any claims, proceedings or actions shall be in Weld County, Colorado.

13. DISPUTE RESOLUTION – In the event of any dispute arising under this Agreement, the Parties shall submit the matter to mediation prior to commencing legal action. The cost of the mediation shall be split equally between the Parties. The mediation shall be conducted at an agreed-upon location. If the Parties are unable to agree upon the location, the medication shall be conducted at the Judicial Arbiter Group (JAG) in Denver, Colorado.

14. SEVERABILITY – If any portion of this Agreement shall be or becomes illegal, invalid or unenforceable in whole or in part for any reason, such provision shall be ineffective only to the extent of such illegality, invalidity or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Agreement. If any court

of competent jurisdiction should deem any covenant herein to be invalid, illegal or unenforceable because its scope is considered excessive, such covenant shall be modified so that the scope of the covenant is reduced only to the minimum extent necessary to render the modified covenant valid, legal and enforceable.

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

16. NON-APPROPRIATION OF FUNDS – Pursuant to Section 29-1-110, C.R.S., as amended, financial obligations of the Town payable as set forth herein, after the current fiscal year, are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. This Agreement shall be terminated effective January 1 of the first fiscal year for which funds are not appropriated.

17. RETURN OF RECORDS – Upon termination of this Agreement, Building Official shall return to Town all records, notes, documents and other items that were used, created or controlled by Building Official during the term of this Agreement.

18. ASSIGNMENT AND BINDING EFFECT – Neither party shall transfer or assign its interest in this Agreement without the written approval of the other Party; consent shall not be unreasonably withheld . Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the Town and the Building Official.

19. NO PUBLIC OFFICIAL PERSONAL LIABILITY – Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the Town or Building Official.

20. NO PRESUMPTION – Each Party acknowledges that it has obtained, or has had the opportunity to obtain, the advice of legal counsel of its own choosing in connection with the negotiation and execution of this Agreement and with respect to all matters set forth herein. 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 its own free and voluntary act and deed, without compulsion. 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.

21. AMENDMENT – This Agreement may not be amended or modified except by a subsequent written instrument signed by both Parties.

22. ENTIRE AGREEMENT – This Agreement constitutes the entire agreement and understanding between the Parties and supersedes all prior agreements or understandings.

23. HEADINGS – The headings used herein are for convenience purposes only and shall not limit the meaning of the language contained herein.

24. PRIOR AGREEMENT – The Town and Building Official, as the successor in interest to ProCode, hereby acknowledge and agree that the ProCode Agreement is hereby terminated.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above.

SAFEBUILT COLORADO, LLC

Gary Amato November 18, 2022

By: Gary Amato Date

Title: CAO

STATE OF COLORADO)

.) ss

COUNTY OF Larimer

SUBSCRIBED AND SWORN to before me this 18 day of Nov., 2022, by Gary Amato as the CAO of SAFEbuilt Colorado, LLC.

WITNESS my hand and official seal.

My commission expires: Jan 15, 2025

Notary Public

MICHELLE ANNE AIKEN
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20214002066
MY COMMISSION EXPIRES JAN 15, 2025

TOWN OF JOHNSTOWN, COLORADO

By: Gary Lebsack

Gary Lebsack, Mayor

THE TOWN OF JOHNSTOWN SEAL JOHNSTOWN, COLO.

ATTEST:

By: Hannah V Hill

Hannah Hill, Town Clerk

Monthly Expense Data: August 2023 – January 2025

	Aug 23	Sept 23	Oct 23	Nov 23	Dec 23	Jan 24
Building Official	$8,053.50	$6,903.00	$7,699.50	$6,726.00	$5,133.00	$4,690.50
Building Inspector	$21,856.36	$16,725.32	$17,412.86	$19,028.68	$17,560.77	$23,281.41
Residential Plan Reviewer	$4,500.00	$3,800.00	$3,800.00	$2,900.00	$2,500.00	$2,300.00
Commercial Plan Reviewer	$1,534.00	$708.00	$767.00	$1,121.00	$236.00	$1,652.00
Permit Technician	$4,675.00	$3,612.50	$3,825.00	$3,272.50	$3,102.50	$3,825.00
Total Hourly Billing Per Month	**$40,618.86**	**$31,748.82**	**$33,504.36**	**$33,048.18**	**$28,532.27**	**$35,748.91**

	Feb 24	Mar 24	Apr 24	May 24	Jun 24	Jul 24
Building Official	$5,133.00	$6,195.00	$6,372.00	$5,310.00	$4,602.00	$7,080.00
Building Inspector	$26,032.77	$17,342.05	$22,645.75	$26,741.40	$19,717.79	$20,465.91
Residential Plan Reviewer	$2,650.00	$2,500.00	$2,100.00	$3,600.00	$3,550.00	$2,150.00
Commercial Plan Reviewer	$472.00	$590.00	$2,419.00	$236.00	$944.00	$2,242.00
Permit Technician	$4,080.00	$3,846.25	$3,825.00	$3,187.50	$4,058.75	$3,952.50
Total Hourly Billing Per Month	**$38,367.77**	**$30,473.30**	**$37,361.75**	**$39,074.90**	**$32,872.54**	**$35,890.41**

	Aug 24	Sept 24	Oct 24	Nov 24	Dec 24	Jan 25
Building Official	$5,664.00	$5,575.50	$7,080.00	$5,310.00	$7,168.50	$5,044.50
Building Inspector	$21,299.00	$18,408.00	$26,314.00	$20,178.00	$23,659.00	$28,261.00
Residential Plan Reviewer	$2,550.00	$3,450.00	$4,700.00	$2,150.00	$2,750.00	$4,550.00
Commercial Plan Reviewer	$118.00	$1,180.00	$1,180.00	$2,124.00	$2,950.00	$2,419.00
Permit Technician	$4,590.00	$4,207.50	$4,675.00	$3,825.00	$4,250.00	$3,612.50
Total Hourly Billing Per Month	**$34,221.00**	**$32,821.00**	**$43,949.00**	**$33,587.00**	**$40,777.50**	**$43,887.00**

	August 2023 – January 2025 Totals
Building Official	$109,740.00
Building Inspector	$386,930.06
Residential Plan Reviewer	$56,500.00
Commercial Plan Reviewer	$22,892.00
Permit Technician	$70,422.50

Total Hourly Billing Per Month	**$646,484.56**

Town of Johnstown
List of Bills - January 17, 2025 - February 17, 2025

Vendor	Description	Dept	Amount
4990 Ronald Reagan LLC	Police substation lease	PD	1,519.75
AC/DC Electric	Building maintenance	PW	4,529.34
Ace Hardware	Supplies	ALL	1,082.16
Aclara Technologies	Water meter software	UTIL	28,521.98
Adam M Gollin	Legal services	ADM	877.50
Adamson Police Products	Uniforms	PD	4,183.04
AED Everywhere, Inc.	Safety supplies	UTIL	159.90
All Copy Products, Inc	Copier supplies	PD	64.95
All Terrain Landscaping	Christmas lights	PW	304.50
APWA Colorado	Training	UTIL	1,800.00
Aqua Engineering	Low point expansion	UTIL	25,644.93
Arapahoe Rental	Equipment rental	UTIL	1,982.18
Arrowhead Scientific Inc.	Lab supplies	PD	1,117.96
Benesch	CO Blvd & SH 60/Hillsborough	PW	73,272.96
Bludot Technologies Inc.	CRM software	ADM	195.00
BlueWater Engineering Ltd	Water treatment plant expansion	UTIL	7,767.19
Breeze Thru Car Wash	Vehicle maintenance	PD	6,912.00
Browns Hill Engineering & Controls	SCADA/maintenance	UTIL	5,167.88
Buckey Welding Supply Co	Supplies	PW	39.10
Burns & McDonnell Engineering Co Inc.	Water treatment plant expansion	UTIL	138,489.45
Carrot-Top Industries	Flags	PW	805.38
Central Weld County Water District	Interconnect	UTIL	703.20
CenturyLink	Phone/internet	PW/UTIL	1,193.09
Churchich Recreation LLC	Park equipment	PW	1,491.61
Cintas	Mat supplies/service	PW	626.06
Cirsa	Insurance	ADM	35,372.16
CivicPlus	Broadcasting software	ADM	10,118.56
CMC Tire	Vehicle tires	PW/PD	3,449.20
Colorado Analytical Labs	Lab testing	UTIL	2,781.00
Colorado Department of Transportation	I-25 project	PW	96.46
Colorado Greenbelt Management	Snow removal	PW	410.00
Colorado Municipal Clerks Assoc	Training	ADM	105.00
Colorado Paving Inc	Charlotte Street project	PW	256,476.90
Community Center Refund	Community Center refunds	ADM	805.00
Community Foundation of Northern Co.	Water Alliance dues	UTIL	1,500.00
Consolidated Home Supply Ditch	Legal services	ADM	576.81
Coren Printing, Inc	Supplies	UTIL	55.00
Costar Realty	Realty software	ADM	449.35
Cross Point Solutions LLC	Pre employment screenings	PD	250.00
Cummins Sales and Service	Generator maintenance	PW/UTIL	1,027.86
D2C Architects	Development services project	ADM	29,383.70
DataShield Corporation	Shred services	ADM/PD	145.00
DBC Irrigation Supply	Irrigation supplies	PW	66,628.31
Decked LLC	Vehicle toolbox	UTIL	1,599.99
Denali Water Solutions LLC	Sludge removal	UTIL	3,930.05
DES Pipeline Maintenance, LLC	Line cleaning/maintenance	UTIL	3,487.50
DetectaChem, Inc.	Lab supplies	PD	578.43
Dodge Media Group	Community marketing/filming	ADM	3,050.00
Dog Waste Depot	Park supplies	PW	3,258.12
DXP Enterprises Inc	Supplies	PW	273.26
Economic Development Council of Co.	Dues	ADM	350.00
Employee Reimbursements	Training/supplies	UTIL	276.64
Envirotech Services, Inc	Ice slicer chemicals	PW	40,431.01
Extension Irrigation Company	Deposit refund	ADM	855.41

Felsburg Holt & Ullevig Inc	Billback - Engineering services	ADM	2,507.50
Felsburg Holt & Ullevig Inc	Engineering services	ADM	1,635.00
First Class Security Systems	Fire system monitoring	PW	136.80
First National Bank	Custodial services	ADM	791.11
Flock Safety	Flock software service	PD	18,000.00
Fort Collins Area Chamber of Commerce	Nurse well being sponsorship	ADM	500.00
Frontier Fertilizer & Chemical	Chemicals	PW	70.00
Frontier Self Storage	Storage	PW	280.00
Glenn A. Jones Library	Monthly support	ADM	168,593.68
Gonzo Screen Printing	Supplies	ADM	3,242.00
Grainger, Inc.	Supplies	PW	199.06
Greeley Lock and Key	Building maintenance	PW	1,275.00
Ground Engineering Consultants, Inc.	Water treatment plant expansion	UTIL	3,925.00
H.D. Fowler Company	Meters	UTIL	26.67
Hach Company	Lab equipment	UTIL	3,288.60
Harry Lateral Ditch Co	2025 assessments	ADM	1,402.50
Hays Market Inc	Supplies	PD/PW	311.84
Helton & Williamsen, P.C.	Billback - water legal	ADM	2,134.45
Helton & Williamsen, P.C.	Water rights	UTIL	9,320.25
Herc Rentals	Equipment rental	ADM	3,680.76
High Country Low Voltage LLC	Software updates	ADM	552.50
Hill & Robbins, PC	Billback - Legal	ADM	73.50
Hill & Robbins, PC	Legal services	UTIL	736.00
Hydrant Meter Deposit Refunds	Hydrant Meter Deposit Refund	ADM	14,250.00
IMEG Corp	Billback -Engineering services	ADM	26,722.50
IMEG Corp	Engineering services	ADM	795.00
Indigo Water Group	Dues	UTIL	3,740.00
Infosend, Inc.	Utility bill printing	UTIL	4,876.67
Insight North America LLC	Investment services	ADM	2,467.00
International Assoc for Property & Evidence	Dues	PD	65.00
Interstate Battery of the Rockies	Supplies	PW	565.90
Intoximeters Inc.	Evidence collection	PD	77.00
Iron Mountain Collision	Hail damage repairs	ADM/PD	39,532.87
J&S Contractors Supply Co.	Street signs/supplies	PW	13,429.82
J&T Consulting, Inc.	Reservoir maintenance	UTIL	14,681.65
Johnstown Breeze	Publications	ADM	849.72
Johnstown Downtown Dev. Assn.	Reimbursement	ADM	3,483.97
Johnstown Historical Society, Ltd	Annual support	ADM	81,150.00
Johnstown-Milliken Rotary Club	Teen Impact Awards	ADM	3,000.00
Jones Plumbing Service	Building maintenance	PW	741.13
J-U-B Engineers, Inc.	Billback - Engineering services	ADM	1,355.20
J-U-B Engineers, Inc.	Engineering Services	UTIL	424.60
Kelly Supply Co	Supplies	UTIL	565.68
Ken Garff Ford Greeley	Trucks w/snow plow package (2)	PW	124,500.00
Kimball Midwest	Supplies	PW	684.52
Kinsco, LLC	Uniforms	PD	1,598.97
Kumar & Associates, Inc	Police department expansion	PD	210.00
L G Everist Inc	Paving materials	PW	1,335.91
Larimer County Sales Tax Administrator	Use Tax - Reimbursement	ADM	32,821.60
Law Office of Avi Rocklin LLC	Billback - Legal services	ADM	7,224.50
Law Office of Avi Rocklin LLC	Legal services	ADM	9,012.50
Lightfield Enterprises Inc	Concrete maintenance	PW	54,980.81
Lowe's	Supplies	PW	675.59
Mac Equipment, Inc	Supplies	PW	1,175.78
Matrix Design Group, Inc.	Stormwater master plan	PW	27,413.75
McGeady Becher P.C.	Billback - Legal	ADM	2,464.40
Medicine for Business and Industry	Lab services	ADM	84.00

Michael Lazar	Municipal Court Judge	ADM	3,300.00
Mile High Elevator LLC	Building maintenance	PW	234.74
Milliken Johnstown Electric	Building maintenance	UTIL	210.00
Moltz Construction Inc.	Central expansion project	UTIL	1,886,518.56
MWH Constructors	Water treatment plant expansion	UTIL	1,816,311.68
Napa Auto Parts, Inc	Supplies	ALL	1,826.24
NOCO Humane	Contract billing	PD	5,175.00
Northern Water	Water assessment	ADM	461.25
O.J. Watson Company Inc	Equipment maintenance	PW	1,723.64
Original Equipment Auto Glass	Windshield replacements	PD/UTIL	1,629.46
Otak	Little Thompson Trail bridge	PW	1,351.25
Parish, LLC	Development reimbursement agreement	PW	194,256.62
Parkland USA Corp	Fuel	ALL	11,367.04
Pioneer Press of Greeley Inc	Printing services	PD	2,341.00
Pitney Bowes	Postage	ADM	127.80
Pitney Bowes Bank Inc Purchase Power	Postage	ADM	613.14
Psychological Dimensions	Pre employment screenings	PD	425.00
PVS DX, INC	Chemicals - water treatment	UTIL	14,985.40
Ram Waste Systems	Trash services	PW	2,482.00
Red Wing Business Advantage Acct	Uniforms	PW/UTIL	4,142.08
Rise Broadband	Phone/internet	UTIL	112.67
SAFEBuilt LLC	Inspection services	ADM	25,000.00
Sam's Club MC/SYNCB	Supplies	PW	229.83
Sendas Communications LLC	Translation services	ADM	492.92
SiteOne Landscape Supply	Supplies	PW	624.00
SKM Engineering	SCADA	UTIL	217.50
Summit Compression LLC	Equipment maintenance	UTIL	517.50
Tait & Associates, Inc.	Charlotte Street project	PW	4,908.75
TDS (3269 High Plains)	Phone/internet	ALL	8,984.49
Terminix	Chemicals	PW	131.00
The Home Depot/GECF	Supplies	PW/UTIL	1,653.00
The Jamar Company	Building maintenance	PW	11,372.00
Those Crazy Nights, LLC	2025 BBQ band	ADM	2,000.00
Tier One Networking, LLC	Computer equipment	ADM	4,752.00
TimberLAN	IT services	ALL	2,916.00
T-Mobile	Phone/internet	PD	33.15
TopShelf Printers	Supplies	PD	2,937.50
Town of Johnstown	Utilities	ALL	313.31
Traffic Signal Controls Inc	Street signs	PW	3,468.00
Treatment Technology Holding	Chemicals	UTIL	7,684.30
UC Health Medical Group	Lab testing	PD	198.36
United Power, Inc	Utilities	PW/UTIL	835.13
USA Bluebook	Lab supplies	UTIL	2,918.94
Utility Notification Center of Colorado	Locates	UTIL	1,147.54
Utility Refunds	Utility Refund	ADM	4,922.72
Verizon Connect	Phone/internet	PW	239.25
Verizon Wireless	Cell Phones	ALL	5,960.44
Wagner Equipment Co.	Snow plow equipment	PW	3,890.00
Waste Connections of Colorado Inc.	Trash services	PW	94,483.76
Weld County	Dispatch contract	PD	129,740.00
Weld County Dept of Public Health	Lab services	UTIL	1,080.00
Weld County Garage	Supplies	PW	156.23
Weld County Sheriff	Jail fees	PD	192.90
Weld County Treasurer	2024 property taxes	ADM	11,065.22
Weld RE-5J School District	Pioneer Ridge playground share	PW	100,000.00
Wenk Associates, Inc	Park master plan project	PW	21,483.75
Western States Land Services LLC	Raw water line project	UTIL	1,364.56

Whiteside's Greeley	Uniforms	PW/UTIL	709.98
Xcel Energy	Utilities	ALL	55,821.46
Yost Cleaning	Monthly cleaning service	PW	2,929.32
Zephyr Roofing Systems, LLC	Building maintenance	PW	676.54
			5,943,456.01

450 S. Parish Avenue
Johnstown, CO 80534
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TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO
Wednesday, February 19, 2025 @ 7:00 PM

MINUTES

CALL TO ORDER

At 7:00 Mayor Duncan called the meeting to order.

PLEDGE OF ALLEGIANCE

Mayor Duncan invited attendees to join in the Pledge of Allegiance.

ROLL CALL

Present:

Councilmember Menzies
Councilmember Morris
Councilmember Paranto
Mayor Duncan

Absent:

Councilmember Berg
Councilmember Molinar
Mayor Pro Tem Young

SPECIAL PRESENTATIONS

Superbowl Winner: The Mayor announced the winner of the superbowl contest and presented him with a swag bag from the Town.

AGENDA APPROVAL

Motion by Councilmember Paranto and seconded by Councilmember Morris to approve the agenda as presented.

Upon vote, the motion passed unanimously.

PUBLIC COMMENT

Jim Hatfield, 345 Hickory Lane, inquired about the SH60 project and requested information on how it will affect neighborhoods.

Steve Hunt, 1101 N 2nd Street, addressed the cemetery and asked why notifications are not sent regarding clean up of the cemetery. He would like to receive an email or a text about when items are going to be cleaned up.

Jim Hatfield, addressed the cemetery rules as a member of the Cemetery Committee.

CONSENT AGENDA

Motion by Councilmember Menzies and seconded by Councilmember Morris to approve the consent agenda which contained the following items:

- February 3, 2025 Town Council Meeting Minutes
- January 2025 Financial Statements and 2024 Sales Tax Summary
- Resolution 2025-05 Adopting an updated Town of Johnstown Strategic Plan

Upon vote, motion passed unanimously.

TOWN MANAGER REPORT

Town Manager Matt LeCerf provided a report.

TOWN ATTORNEY REPORT

Town Attorney Avi Rocklin did not have a report but was available for questions.

PUBLIC HEARING

Consideration of Ordinance 2025-265 Approving MU-NC Zoning for Waggoner Farms; and Consideration of Resolution 2025-06 Approving a Preliminary Plat for Waggoner Farms Subdivision:

At 7:27 Mayor Duncan opened the public hearing.

Planning and Development Director Jeremy Gleim presented. The applicant was present and addressed the Council.

At 7:47 Mayor Duncan closed the public hearing.

Motion by Councilmember Morris to approve Ordinance No. 2025-265, approving MU-NC zoning for Subdivision Case No. SUB23-0021. The motion died for lack of second.

There being no further motions or action from Council, Mayor Duncan indicated that Council would move on to the next item. Resolution 2025-06 was not considered.

NEW BUSINESS

Contract Modification Order #02 – Alfred Benesch & Company Ultimate Design HWY50/Colorado Boulevard Intersection Improvements: Senior Project Manager Brandon Torrez presented the proposed contract modification.

Motion by Councilmember Morris and seconded by Councilmember Menzies to approve the change order from Alfred Benesch & Company, totaling $730,055.00 and authorize the Town Manager to sign the change order.

Upon vote, motion passed unanimously.

Zoning Case No. ZON24-0006 Concept Review: Mayor Duncan took a moment to outline the concept review process and noted the following:

- This is an opportunity for the applicant to introduce their various concept plans and obtain feedback from Council.
- The applicant has not submitted an official zoning application and no decisions would be made this evening.
- He asked that Councilmembers provide preliminary input to the concept plans but that the Council is not able to give any indication of how the Council might vote if a formal application is submitted.

Planning and Development Director Jeremy Gleim presented the concept plan.

Larry Buckendorf presented the concept plans to Council.

COUNCIL REPORTS AND COMMENTS

Councilmember Paranto: The twins have been born and have been at home for 2 weeks!

Councilmember Morris: She shared the wonderful tour of Woods Supermarket that Council attended; it is going to be a gem for Johnstown.

Councilmember Menzies: Nothing at this time.

MAYOR'S COMMENTS

Mayor Duncan: He thanked the community for their attendance at the meeting this evening. He thanked Council for representing Johnstown with strength and resolve. We truly are the Community that Cares.

ADJOURNMENT

There being no further business for the Town Council, Mayor Duncan adjourned the meeting at 8:45 p.m.

Approved by Town Council:

_____

Michael P. Duncan, Mayor

Attest:

_____

Meghan C. Martinez, MMC, Town Clerk

450 S. Parish Avenue
Johnstown, CO 80534
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TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: March 3, 2025

SUBJECT: Resolution 2025-07: Payment to Northern Colorado YMCA for Town of Johnstown Recreation Center Facility Management Agreement

ATTACHMENTS: 1. Resolution 2025-07
2. YMCA of Northern Colorado – FY 2024 Financial Statement

PRESENTED BY: Matt LeCerf, Town Manager

Enclosed for your review and consideration is Resolution 2025-07. In April, 2019, the Town of Johnstown entered into a Facility Management Agreement with the Young Men's Christian Association of Boulder Valley d/b/a YMCA of Northern Colorado (YMCA). As part of the Agreement, the Town is obligated to provide an annual operating subsidy of $500,000. This resolution would approve funding of the budget deficit incurred by the YMCA for its Facility Management costs incurred for FY 2024.

Verification and for your review are the updated financial statement provided by the Northern Colorado YMCA for the 2024 fiscal year. The financial statement provided represents a shortfall of $467,069.69. Resolution 2025-07 is presented to reimburse the YMCA for the deficit in 2024 in compliance with the Agreement between the Town and the YMCA, which states the following:

6.1 Fiscally Sound Operation. The YMCA shall use commercially reasonable best efforts to operate the Facility in a fiscally sound manner to achieve break-even or surplus status during each year of the Term. All of the YMCA's obligations under this Agreement are intended to be paid for by the Operating Funds. The Parties anticipate and agree that the YMCA shall endeavor to operate the Facility with funds derived solely from the Facility Revenues and, if such revenues are not sufficient, then from the Operating Subsidy. The YMCA shall not be obligated to fund the Facility Expenses with YMCA revenue that is separate and distinct from

the Facility Revenues. The YMCA shall maintain and account for Facility Revenues and Expenses within the YMCA's accounting system. Facility Revenues shall not be used to pay for any YMCA expenses except for the Facility Expenses.

6.2 Operating Subsidy. The Town recognizes and agrees that, if the Facility Revenues are not sufficient to cover the operations of the Facility, the YMCA shall not be responsible for any shortfall and the Town will be required to subsidize Facility operations through the Operating Subsidy. The Town agrees that, subject to budgeting and appropriations, it shall fund the Operating Subsidy on annual basis. The YMCA agrees that it will prudently and in a commercially reasonable manner operate the Facility to ensure the Facility Revenues and the Operating Subsidy are sufficient to cover the operations of the Facility.

The Town's FY 2024 Recreation Fund has an approved budget of $503,000, with an estimated current expenditure of $300,388. This represents the contributions of approximately $277,332, from the Town for the monthly payment as well as the approximately $23,000 for lighting repairs in the natatorium. It is important to note that the Town did provide its annual operating subsidy. The remaining balance was a roll over from a FY 2023 end of year surplus.

To comply with the terms of the Agreement, Resolution 2025-07 would authorize payment of the outstanding deficit incurred by the YMCA. A portion of this funding would be provided by the Recreation Fund and the balance would be contributed by the General Fund.

STRATEGIC PLAN ALIGNMENT:

- Organizational Excellence & Public Trust
  - *Strengthen public trust and confidence*
- Natural & Built Environment
  - *Invest in, enhance, and conserve our parks, open spaces, agricultural areas and natural environment*
- Quality Infrastructure & Facilities
  - *Repair and maintain existing infrastructure, facilities and equipment*

LEGAL ADVICE:

The Town Attorney administered drafting of the resolution presented.

FINANCIAL ADVICE:

The Town would utilize the remaining balance in the Recreation Fund as well as an allocation from the General Fund to satisfy the outstanding balance of $467,069.69.

RECOMMENDED ACTION: Staff supports approval of the Resolution 2025-07 as presented.

Reviewed and Approved for Presentation,

Town Manager

TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2025-07

AUTHORIZING PAYMENT TO THE YMCA OF NORTHERN COLORADO FOR REIMBURSEMENT OF EXPENSES INCURRED TO OPERATE AND MAINTAIN THE JOHNSTOWN COMMUNITY YMCA DURING THE 2024 FISCAL YEAR

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, on or about April 1, 2019, the Town entered into a Facility Management Agreement with the Young Men's Christian Association of Boulder Valley, d/b/a YMCA of Northern Colorado, a Colorado non-profit corporation (the "YMCA"), for the operation and maintenance of the Johnstown Community YMCA ("Agreement"); and

WHEREAS, pursuant to the Agreement, the Town agreed to appropriate operating funds in the amount of $500,000 per year and, if such amount was not sufficient, to pay the additional expenses incurred by the YMCA to operate and maintain the Johnstown Community YMCA; and

WHEREAS, the total expenses incurred to operate the Johnstown Community Center during the 2024 fiscal year exceeded the amount set forth in the Agreement; and

WHEREAS, the Town Council desires to authorize the payment of additional funds to the YMCA.

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

Section 1: The Town Council hereby approves and authorizes the payment of $467,069.69 to the YMCA, which amount may be adjusted by the Town Manager based on a final accounting for the month of December 2024, to reimburse the YMCA for the costs and expenses incurred to operate and maintain the Johnstown Community Center during the 2024 fiscal year.

Section 2: This Resolution shall be effective as of the date of its adoption.

PASSED, SIGNED, APPROVED, AND ADOPTED this 3rd day of March 2025.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By:_____
Meghan Martinez, Town Clerk

By:_____
Michael P. Duncan, Mayor

Statement of Activities - Actual to Budget
YMCA of Northern Colorado
Johnstown YMCA Year End Financials

	YTD 2024			Annual Budget
Account Group Name	Actual	Budget	Actual to Budget $ Difference	2024
Revenue				
Government Grants (Contributions)	30,046.00	12,000.00	18,046.00	12,000.00
Contributions	64,787.50	58,000.00	6,787.50	58,000.00
Noncash Contributions	0.00	0.00	0.00	0.00
Program Revenue	1,256,216.06	1,144,923.96	111,292.10	1,144,923.96
Membership Revenue	1,477,863.37	1,659,089.23	(181,225.86)	1,659,089.23
Investment Income	0.00	0.00	0.00	0.00
Rental Income	62,318.68	66,554.42	(4,235.74)	66,554.42
Sales of Inventory	4,397.95	956.59	3,441.36	956.59
Other Revenue	188.55	0.00	188.55	0.00
Total Revenue	**2,895,818.11**	**2,941,524.20**	**(45,706.09)**	**2,941,524.20**
Expenses				
Salaries and Wages	1,765,853.39	1,493,691.79	272,161.60	1,493,691.79
Benefits	111,557.94	107,049.49	4,508.45	107,049.49
Payroll Taxes	178,970.60	143,661.50	35,309.10	143,661.50
Contracted Services	4,551.00	38,000.04	(33,449.04)	38,000.04
Program Supplies & Expenses	103,038.21	67,837.64	35,200.57	67,837.64
Occupancy	648,532.10	703,252.46	(54,720.36)	703,252.46
Special Event Expenses	1,539.66	0.00	1,539.66	0.00
Fundraising Expenses	0.00	790.08	(790.08)	790.08
Office Expenses	15,750.20	22,654.31	(6,904.11)	22,654.31
Technology	1,286.83	0.00	1,286.83	0.00
Travel & Related Expenses	1,265.76	2,156.84	(891.08)	2,156.84
Conferences & Training	1,501.44	13,461.79	(11,960.35)	13,461.79
Interest Expense	40.14	0.00	40.14	0.00
Organizational Dues	44,451.06	40,691.33	3,759.73	40,691.33
Insurance	36,437.82	36,437.82	0.00	36,437.82
Miscellaneous Expense	514.64	7,463.24	(6,948.60)	7,463.24
Depreciation	13,536.84	8,988.96	4,547.88	8,988.96
Intra Y Allocation	443,060.17	583,522.88	(140,462.71)	583,522.88
Total Expenses	**3,371,887.80**	**3,269,660.17**	**102,227.63**	**3,269,660.17**
Change in Net Assets	**(476,069.69)**	**(328,135.97)**	**(147,933.72)**	**(328,135.97)**

	YTD 2024			Annual Budget
Account Group Name	Actual	Budget	Actual to Budget $ Difference	2024

TOWN MANAGER'S REPORT

March 2025

johnstownco.gov

Administration, Finance, Planning, and Human Resources

Upcoming Council Meetings & Work Sessions

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

- 03/03/2025 - Regular Council Meeting
- 03/17/2025 - Regular Council Meeting
- 03/24/2025 - Work Session - Tentative and Topics TBD

2025 Budget

The FY 2025 Budget was accepted by the Department of Local Affairs in accordance with C.R.S. 29-1-113(1).

2025 Budget

The 2025 Budget book has been completed and has been submitted to the Government Finance Officers Association (GFOA) for consideration for the Distinguished Budget Presentation Award. If awarded this would be our 2nd consecutive year for the prestigious honor.

2024 Audit

The 2024 Audit is scheduled to begin the week of May 5.

Senior Center

2025 is off to an exciting and eventful start. January's attendance was strong and the calendar of events for February is hopping with regular events such as meals out, sporting events, exercise classes, Friendly Fork meals, blood pressure checks, crafts, educational opportunities, and club activities, including a new recipe club that focuses on cooking for 1 to 2 people, and a new activity Bunco.

January 2025 participation as follows:

- JSC Holiday Meal - 76
- Senior Center Board Meeting - 7
- Breakfast Trip - 9
- Colorado Eagles hockey - 8
- Monthly Casino Trip (Black Hawk) - 12
- Footcare w/ Advanced Footcare - 7
- Creative Crafts - 6
- Lunch Trip - 19
- UNC Women's Basketball - 6
- Annual Board Luncheon - 6
- Cards - 53
- Friendly Fork Meals - 216
- Tai Chi Chih - 27
- Ukulele Lessons - 5

Municipal Court

January 2025 Court data is broken down for Council's review below, with a total of cases 155 being closed.

- Code Violations: 13
- Traffic Violations: 57
- Theft: 48
- Other Criminal Cases: 10
- Parking: 28

Highway 60 Waterline Project | Downtown Open House

Town Staff will be hosting a public open house on Thursday March 6 from 4-5pm for downtown businesses and property owners at Town Hall. The open house will inform businesses on the upcoming Highway 60 waterline project and serve as a listening session to better understand businesses' needs and potential impacts.

Northern Colorado Real Estate Summit

Town Staff will be presenting on March 4 at the annual NoCO RE Summit with a focus on economic development projects and general growth trends that Johnstown is experiencing. The summit is well attended by the Northern Colorado development community including developers, brokers, and surrounding communities. Presenters will include both Sarah Crosthwaite and Matt LeCerf.

Communications Department

Samantha Knowlton has been selected as the Communication Manager. She started work in February and is working on filling the Communications Specialist role.

Hiring

The Town is actively seeking the following roles: Police Officer, Police Officer Cadet, Grants Manager, Water Treatment Chief Operator, Planner III, Police Records Supervisor, Water Efficiency Coordinator, Senior GIS Analyst, Public Works Director, Communications and Engagement Specialist, and Civil Engineer I.

Public Works Director Hiring

The Public Works position was reposted, and Staff is currently screening potential candidates.

Finance Director

Kirstyn Unrein has been selected as the Finance Director. She is expected to start with the Town in late March.

High Country Catering Ribbon Cutting Ceremony

High Country Catering will be celebrating their grand opening and ribbon cutting on March 6 at 12pm. The ceremony will be held at 28 S Parish Avenue. Town Council is encouraged to attend and welcome our newest addition to Downtown Johnstown.

NCCAR Broker Event

Town Staff will be presenting on Thursday March 13 at the Northern Colorado Association of Realtors. The event will be held at Ledge Rock and the presentation will focus on general development happening in Johnstown with a focus on projects and initiatives aimed at enhancing the downtown corridor.

JDDA Connect

The Johnstown Downtown Development Association continues to host their newly branded JDDA Connect event which is a combination of their monthly general meeting and monthly B2B networking event. The last two events were well attended and resulted in new members. The event is held monthly on the 3rd Thursday of each month from 4-6pm with locations varying. For event details, visit Johnstown Downtown Calendar at: visitdowntownjohnstown.com/calendar

Police Department

Stats

Stats are from January 1 - January 31, 2025

- Officers responded to 986 calls for service.
- Officers responded to 52 traffic accidents.
- Officers conducted 75 traffic stops.
- Incident summary:
  - Suspicious Activity (64)
  - Code Violations (87)
  - Thefts (59)
  - Check Wellbeing (48)
  - Burglar Alarms (35)
  - Animal Complaints (46)
  - Disturbances (19)
  - Vandalisms (3)
  - Trespass (7)
- 59 Traffic Citations
- Physical Arrest (21)

Training - Background Investigation

Detective Cygan and Detective Grounds attended Background Investigation School at Longmont PD. They learned how to properly conduct pre-employment background investigations.

Training - Field Training Officer School

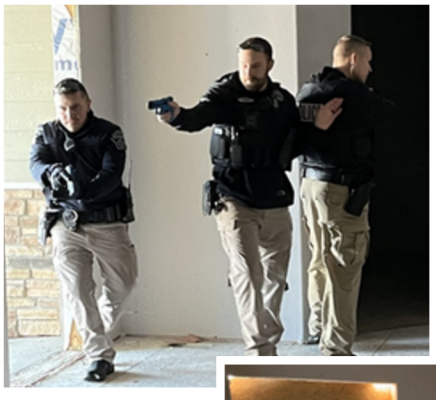
Acting Sergeant Beckman will be attending FTO school in the last week of February. Upon completion he will be added to our much-needed FTO cadre.

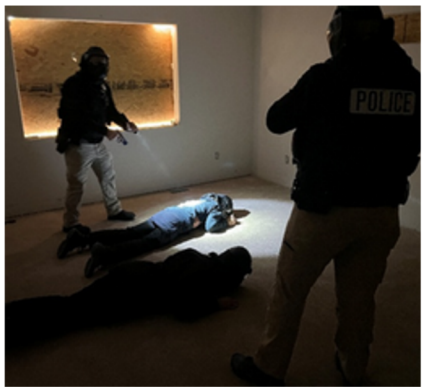
Training - Krav Maga Instructor School

Officer Brady went to Krav Maga Instructor School held by the Boulder County Sheriff's Office. Officer Brady will now be one of our in-house defensive tactics instructors.

Training - Building Search/ Threat/Breaching

Officers utilized the soon-to-be demolished homes on Sandra Drive for building search and scenario-based training. Officers used Simunition guns which fire Simunition rounds for more realistic scenario-based training outcomes. Officers also trained on how to properly use our door breaching equipment, with the assistance of Front Range Fire Rescue. Front Range Fire Rescue was also able to utilize the homes for fire/rescue training.





*Police Department Simunition Training

Community Policing, Outreach, & Miscellaneous Items

Unified Basketball

- Officer with the Johnstown Police Department played in the Unified Basketball game at Roosevelt High School. We had a great time losing to the RHS kids!

*Roosevelt High School Team with Johnstown Police Officer

Public Works

Crews completed 44 work orders this review period consisting of asphalt cold patching repair, street sweeping, gravel road grading, road sign repair, snow plowing, funerals, and a variety of other street and grounds-related work.

Capital Improvement Update - Little Thompson River Pedestrian Bridge

RCD Construction, Inc. successfully installed a river diversion for the Little Thompson River for the soil riprap and caisson construction of the east abutment. Contech, the supplier of the steel truss pedestrian bridge, has completed fabrication and is ready for installation. A picture of the pedestrian bridge to be installed is shown below.

*Little Thompson Pedestrian Bridge

Capital Improvement Update - Roosevelt Parkway & WCR13 Roundabout

Staff along with design consultant, Alfred Benesch & Co., remain on schedule for design completion at the end of March 2025. The Town has procured the streetlights for the intersection to alleviate the lead times that would likely impact the construction schedule. Construction remains on schedule for the Summer of 2025.

Capital Improvement Update - State Highway 60 & WCR13

Staff received approval from Town Council to allow design consultant, Alfred Benesch & Co., to design the ultimate configuration of the intersection. Design will begin in March 2025 and is expected to be complete at the end of Q4 of 2025.

Capital Improvement Update - West Parish Alley Project

Staff continues the process of acquiring necessary easements from property owners that will be used by Xcel Energy for the placement of electrical equipment.

Capital Improvement Update - Maestas Street Drainage

The Town's design consultant, Matrix Design Group, continues with the drainage design. The design is expected to be completed and ready for bid in Q2 of 2025.

Utilities

Accomplishments

Town Employees, Town Business Partners, and many members of the Johnstown Community recently gathered to commemorate the retirement of Chief Water Treatment Plant Operator, Maurice Pribble. Maurice had 29+ years of dedicated service to the Town of Johnstown, and has been an invaluable member of the Utilities team and the Town of Johnstown throughout his extensive career. Maurice's retirement party was a heartfelt occasion

*Maurice Pribble and Crew at Water Treatment Plant

*Maurice Pribble's Retirement Party

The following operators passed tests to earn certifications this month!

- WWTP - Phil Barone passed Level 3 Collections Exam

Water Treatment

Average Daily Flows: 1.618 out of 6 MGD treatment capacity.

As we near the upcoming busy summer season, Water Treatment Staff have been working diligently to ensure the treatment plant is ready for the demands of the summer season ahead. Significant maintenance work has been completed on the Dissolved Air Flotation (DAF) basin 2, which has been cleaned, serviced, and placed back into operation. Moreover, one of the DAF air compressors has been replaced with a higher-capacity unit to enhance the resiliency of this crucial treatment process. Finally, modifications to the sodium hypochlorite feed line have been successfully completed, resulting in a much smoother operation.

In a crucial effort to maintain the plant's water supply, divers were contracted to perform an ice dive at the Lone Tree Reservoir raw water pump station to clean the intake screen. This intake plays a critical role in providing sufficient water to the plant for treatment.

Low Point Wastewater Treatment Plant

Average Daily Flows: 0.452 out of 1.5 MGD treatment capacity.

At the Low Point Wastewater Treatment Plant (WWTP), the plant is processing an average of 0.452 million gallons of water each day (MGD) which is creeping up to the current permit limit of 0.5 MGD. The new facility can treat up to 1.5 MGD, however the State is not scheduled to update the Town's current permit with the new flows until 2026 after the South Platte Basin Permit Commission hearing in June. Operations will be monitoring flows closely and have worked with the State on how to report flows if they do exceed the permitted flow limits. On the operational front, the motor for Process Blower #3 is being fixed, so it is currently out of service and the two other process blowers are being utilized for treatment. A new Turbidity, Suspended Solids and Sludge Blanket (TSS) meter has just arrived, which will help with monitoring water quality. To save on maintenance costs, the team is also testing a new way to mix Mag Hydroxide.

Central Wastewater Treatment Plant

Average Daily Flows: 0.742 MGD out of 1 MGD treatment capacity.

Over at the Central Wastewater Treatment Plant (WWTP), the plant is handling an average of 0.742 MGD each day. To help with the cold weather, the Staff is alternating the operation of the Lagoon air blowers to make sure everything runs smoothly even with freezing temperatures and ice. The operations team budgeted for and just received a new piece of equipment, a JCB telehandler, which will help with moving heavy items. Once the new plant is online the telehandler will be used primarily in the management and movement of the dumpsters used to collect the solid waste generated (sludge) in the treatment process. As soon as the weather improves, the Contractor, Denali, will begin dredging Lagoon 1 to remove the existing sludge and allow for the construction of the new sewer line to the plant.

*JCB Telehandler

Sewer Collection & Water Distribution Systems (C&D)

The Collections and Distribution team responded to several failures this past month including water breaks and a lift station level sensor malfunction. One of the water breaks occurred in SH60 on a water line that is scheduled for replacement this year with the SH60 Waterline Replacement capital project. The break was most likely caused due to multiple factors including age, line material (cast iron), as well as, the subzero degree weather followed by a rapid increase in temperature that can cause the ground to shift and damage pipe. C&D was also called out multiple times for a high wet well level alarm at our new North Interceptor lift station, which indicates the potential for a sewer overflow event. Staff found that the level sensor had frozen and the backup sensor was not programmed correctly to trigger the pumps to turn on. Fast response to each of these issues prevented damage to any properties or equipment.

*SH60 Waterline Replacement

Inspections & Installations

- 1,300' water main
- 1,000' sewer main
- 945' storm water
- 237 water/sewer inspections

Capital Projects - Water Treatment Plant Expansion

The contractor is continuing to work on site yard piping, procuring equipment and materials, and installation of below ground concrete structures. The cold temperatures and snow in February caused a few concrete pour delays but at this time the contractor has not indicated any overall project delays. A coffer dam has been installed in the onsite recycle pond for the existing treatment plant to accommodate a wider construction road around the west side of the pond. This alteration has temporarily reduced the recycle ponds storage volume by half, so the filter backwashes and pond levels will need close monitoring and management throughout this phase of the project.

Capital Projects - Lone Tree Raw Water Transmission Line

Town Staff continues to coordinate with the design engineer on finalizing the construction plans for the approximate 10-mile pipeline and pump station from the Lone Tree Reservoir to the Town's Water Treatment Plant. In February, Town Staff presented the project to Larimer County Planning Commission as part of their 1041 permit requirement. The Planning Commission unanimously recommended approval of the project. The next step for the 1041 permit will be to present the project to the Larimer County Commissioners in March. In addition, the design engineer continues to coordinate critical ditch, roadway, and railroad crossings. The landman that was contracted to manage the easement acquisition process has started sending out offer letters to keep the easement acquisition moving forward.Once easements and permits are obtained, Town Staff will look to advertise the project for construction.

Capital Projects - SH60 Waterline Replacement and Extension

The boring contractor has mobilized to the site and has started on the railroad bore closest to Colorado Sweet Gold, once complete the boring contractor will move to the bore at the Central Wastewater Treatment Plant. The contractor has also started installing the main line through the Colorado Sweet Gold property and will continue installing pipe to the Central Wastewater Treatment Plant.The cold weather and snow have caused several delays as equipment can't start up when temperatures are below 20 degrees. The contractor is planning to start on Highway 60 and Parish towards the end of March.Town Staff have met with several business owners to get their feedback on a full closure of the roadway during construction to expedite the work. The feedback from the businesses has been positive.

Capital Projects - Central Wastewater Treatment Plant

Construction of the MBR building, the secondary process basins, the solids holding tank, and the headworks continue to progress well.The contractor continues to install equipment, process piping, and yard piping throughout the site and in the new buildings. The contractor has started planning sludge removal from the lagoons in preparation for installing sewer main adjacent to the berm. The removal of the sludge from the lagoons will allow for the level in the lagoons to be lowered during the pipeline installation adjacent to the bank of the lagoon.

2024 Annual Report

Johnstown COLORADO

THE COMMUNITY THAT CARES

The Town of Johnstown's 2024 Annual Report highlights a year of growth, progress, and community collaboration. As the community that cares, we've worked diligently to enhance the quality of life for all residents while preserving the charm and character that make Johnstown unique.

Throughout the year, the Town has undertaken critical initiatives to improve infrastructure, expand services, and strengthen connections among neighbors. From launching new programs, to engaging residents in master planning efforts, every project reflects our commitment to thoughtful development and long-term sustainability.

This report provides an overview of key accomplishments across all departments, celebrating the collective efforts that have shaped Johnstown's success. It also showcases the successes of 2024, from infrastructure improvements to innovative programs, demonstrating the positive impact of our investments and partnerships on the community.

Thank you for being part of our journey in making Johnstown a vibrant, welcoming, and forward-thinking community. Together, we are writing the next chapter of our story, rooted in what matters most: our people.

Town Council

COUNCILMEMBER
Dianne Morris

COUNCILMEMBER
Jesse Molinar Jr.

COUNCILMEMBER
Damien Berg

MAYOR
Michael Duncan

MAYOR PRO TEM
Chad Young

COUNCILMEMBER
Andrew Paranto

COUNCILMEMBER
Dee Anne Menzies

Strategic Plan

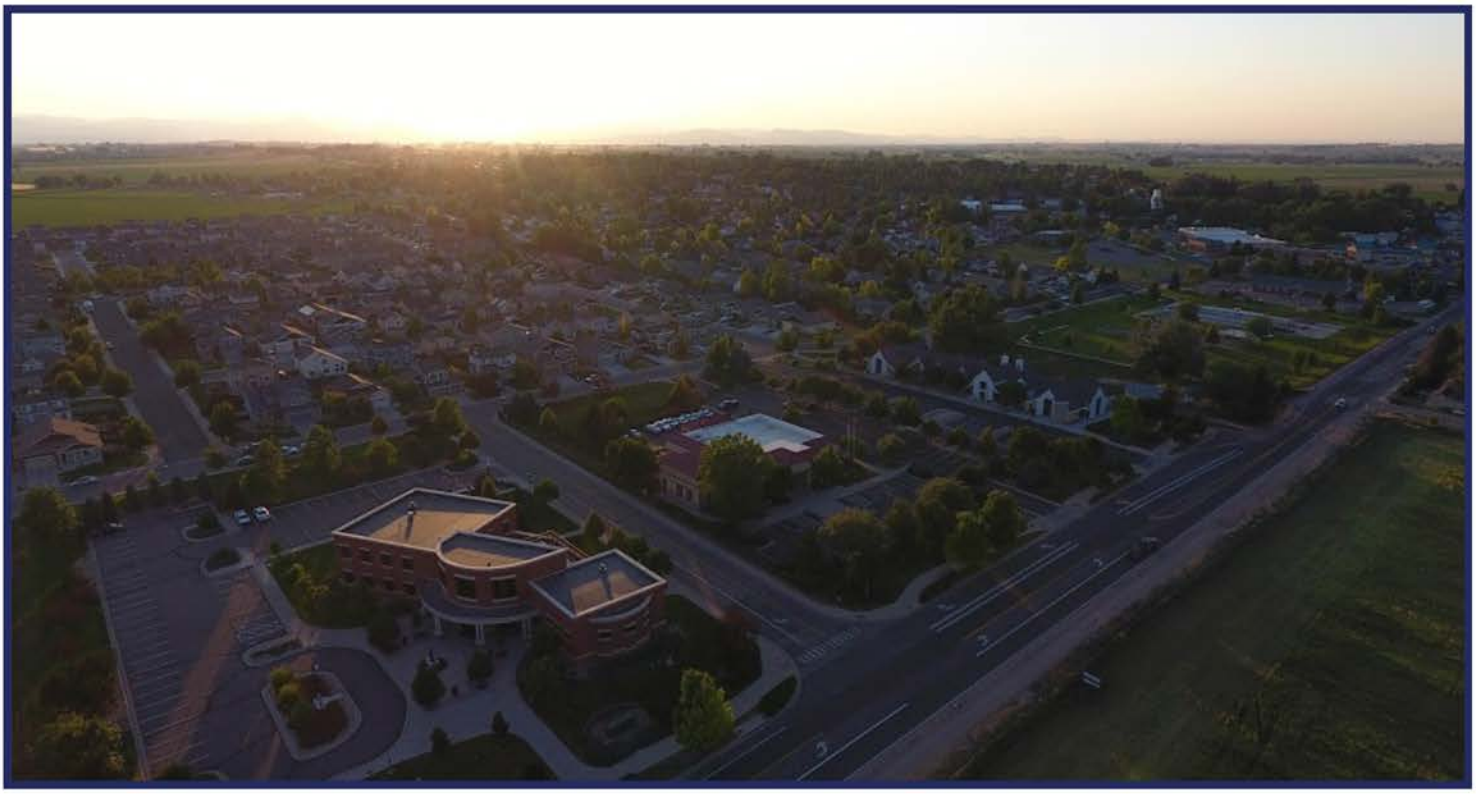
The Town of Johnstown's Strategic Plan serves as a roadmap for achieving our goals, improving Town services, and enhancing the quality of life for all residents.

Mission

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

Vision

Johnstown will be/will be known for connecting community with opportunity.



Organizational Excellence and Public Trust

The Town of Johnstown continues to prioritize organizational excellence and foster public trust through strategic initiatives that enhance transparency, efficiency, and financial stewardship. The accomplishments highlighted below reflect our ongoing commitment to these principles.

Enhanced Digital Platforms for Public Engagement and Services

To better serve our residents and improve accessibility to Town services, we successfully launched two major digital platforms in the past year:

Online Building Permit Platform:

This new platform revolutionizes the permit application process, allowing residents and contractors to submit, track, and manage their building permits online. The system streamlines workflows, reduces wait times, and increases transparency, ensuring a smoother experience for all users.

547

BUILDING PERMITS ISSUED

New Town Website

The launch of the redesigned website reflects our dedication to improving communication with our community. The website features user-friendly navigation, enhanced search functionality, and improved accessibility to important resources and updates. It serves as a comprehensive hub for residents to stay informed and engaged with Town initiatives and services.

214,453

PAGE VISITS SINCE LAUNCH

Exemplary Financial Stewardship

Bond Rating Excellence

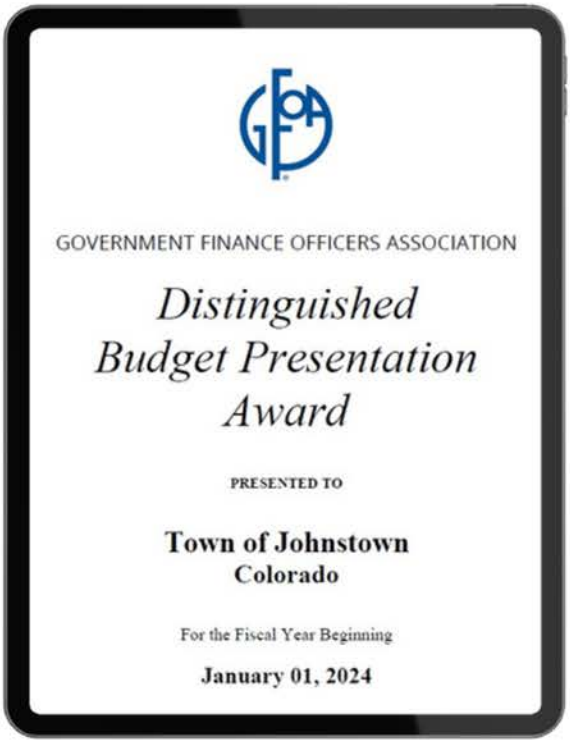
Johnstown's strong AA bond rating highlights the Town's prudent financial management and creditworthiness. This rating allows us to secure favorable financing terms for future capital projects, ensuring continued investment in community infrastructure. Achieving a AA rating signifies a very strong capacity to meet financial commitments.

AA

Organizational Excellence and Public Trust

Distinguished Budget Award

The Town of Johnstown received the Government Finance Officers Association (GFOA) Distinguished Budget Presentation Award for the first time in 2024. This recognition highlights our commitment to transparency, accountability, and excellence in financial planning and reporting.



Property Tax Refund

In 2024, the Town successfully implemented a property tax refund initiative to provide financial relief to eligible residents. This program reflects our dedication to responsible financial management while giving back to the community.

New Auditing Services

To enhance transparency and accountability, the Town introduced new auditing services, ensuring greater oversight of financial processes and reinforcing trust in our financial stewardship.

Organizational Excellence and Public Trust

Commitment to Effective Governance and Collaboration

2024 Election & Home Rule Charter Amendments

In the 2024 election, Johnstown voters approved three key Home Rule Charter amendments. These amendments establish a formal water policy, clarify qualifications for Town Council candidates, and designate the official source for population counts used in districting. These updates ensure that our governance remains effective, equitable, and aligned with the Town's long-term goals.

2,066 BALLOTS RECEIEVED

Boundary Agreement with the Town of Milliken

The Town of Johnstown and the Town of Milliken formalized a boundary agreement to mitigate duplication of services, establish a buffer area between the communities, and strengthen collaborative relationships between the two municipalities. This agreement enhances long-term planning and promotes efficient service delivery.

Customer Service Training

The Town has implemented enhanced customer service training for staff, reinforcing our commitment to professionalism, responsiveness, and a high standard of service for residents and stakeholders.

Safe & Welcoming Community

The Town of Johnstown is dedicated to creating a safe and welcoming environment for all residents and visitors. Significant achievements this year include:

Enhancing Public Safety

Community Service Officer Unit

The implementation of the Community Service Officer (CSO) Unit within the Johnstown Police Department enhances public safety by addressing non-emergency incidents and supporting patrol operations. This addition allows officers to focus on higher-priority calls and fosters stronger community connections.

Community Camera Registration Program

This initiative encourages residents and businesses to register their security cameras with the police department. By fostering collaboration between law enforcement and the community, the program helps deter crime and supports investigative efforts.

Safety Audit Success

The Town passed its bi-annual safety audit with a score of 99 out of 100, reflecting the unwavering commitment of our internal teams to excellence in safety and operations.

Safe & Welcoming Community

Building Community Connections

JT Ballers Program Launched

The Johnstown Police Department, with support from SCHEELS, launched the JT Ballers program, a community outreach initiative where officers distribute sports balls to kids and teens during their shifts. This program fosters positive relationships between officers and the community by encouraging engagement through sports and recreation.

Johnstown Meteorite Monument and Centennial Celebration

In partnership with the Johnstown Historical Society, the Town commemorated the 100th anniversary of the Johnstown Meteorite landing with the creation of a monument and a community celebration. This historic event highlighted our Town's unique heritage and brought residents together to honor a remarkable milestone.

Healthy and Resilient Community

The Town of Johnstown's commitment to economic growth and long-term resilience is reflected in the following initiatives. With an annual growth rate of 6.92%, Johnstown continues to attract businesses, create jobs, and enhance economic opportunities for residents.

Supporting Local Businesses

Facade Grant Program

The Town awarded $30,000 in funding to local downtown businesses to improve their storefronts. These enhancements not only beautify the area but also contribute to the economic vitality of our downtown district.

Biz Walk Program

Town representatives met with nine local businesses and major employers through the Biz Walk program. This initiative focuses on business retention by addressing concerns, providing resources, and strengthening relationships with the local business community.

Major Employer Addition

Buc-ee's joined the Johnstown business community in 2024, becoming a major employer and further strengthening local economic opportunities.

Healthy and Resilient Community

Workforce Development and Regional Growth

Regional Job Fair

In partnership with area communities, the Town co-hosted a regional job fair to connect local job seekers with employers. This event supports workforce development and fosters economic growth in our region.

393,490
REGIONAL LABOR FORCE

8.75%
JOHNSTOWN TALENT FORCE

Regional Industry Growth Clusters

- BIOSCIENCE & MEDICAL DEVICES
- DISTRIBUTION & E-COMMERCE
- FABRICATION & PRODUCTION TECHNOLOGY MANUFACTURING
- FOOD PROCESSING & MANUFACTURING
- PLASTICS
- INFORMATION TECHNOLOGY

Natural and Built Environment

The Town of Johnstown remains dedicated to preserving and enhancing our natural and built environments, ensuring a sustainable and vibrant community for future generations.

Environmental Sustainability and Beautification

2024 Tree Voucher Program

As a proud Tree City USA, the Town provided 171 trees to residents to expand Johnstown's tree canopy. This program underscores our ongoing commitment to environmental sustainability and beautification.

171
NEW TREES PLANTED

Addition of 50 Acres of Open Space

The Town expanded its green space by acquiring the Yelek property on CR 16, adding 50 acres of open space for residents to enjoy and further enhancing our natural environment.

Environmental Sustainability and Beautification

Centennial and Letford Park Master Planning

The Town initiated master planning efforts for Centennial and Letford Parks, focusing on the preservation of open space and the strategic investment in community assets. These efforts will ensure the parks meet the needs of residents for years to come.

Natural and Built Environment

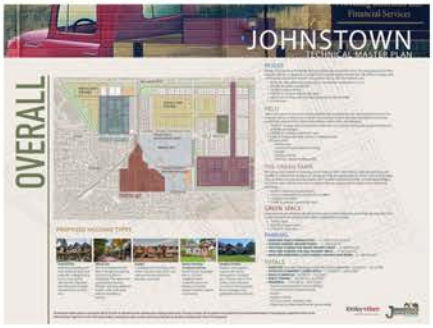
Playground Upgrades

The Town completed significant upgrades to playgrounds at Eddie Aragon Park and West Lake Park, providing modern, safe, and engaging recreational spaces for children and families to enjoy.

Downtown and Community Development

Downtown Master Plan

This project, launched in 2024, seeks to create a long-term vision for the future of Downtown Johnstown, with a focus on revitalization, improved infrastructure, and community-centered spaces.



Quality Infrastructure and Facilities

Water and Wastewater Infrastructure

LowPoint Wastewater Treatment Plant

The completion and ribbon-cutting of the LowPoint Wastewater Treatment Plant marked a major milestone for the Town. This state-of-the-art facility provides enhanced wastewater treatment capabilities, supporting the needs of our growing population.

North Sewer Interceptor

The North Sewer Interceptor project replaced an aging lift station with a newer, more reliable facility capable of handling a larger service area. This project supports the Town's wastewater collection system and enhances capacity and operational efficiency.

South Water Tank

The new South Water Tank adds 1.5 million gallons of storage, supporting the Town's water distribution and ensuring adequate supply during peak summer months and for fire protection.

Quality Infrastructure and Facilities

Water and Wastewater Infrastructure

Central Wastewater Treatment Plant

The construction of the Central WWTP is ongoing and is expected to be completed at the end of 2025. This new facility will further enhance the Town's ability to handle wastewater needs as the community grows.

Water Treatment Plant Expansion

The groundbreaking of the WTP expansion took place in 2024, increasing the plant's capacity from 6 million gallons per day (MGD) to 12 MGD. This expansion, expected to be completed in 2026, will ensure that the Town can meet the increasing demand for water in the coming years.

Quality Infrastructure and Facilities

Road Maintenance and Public Works

In-House Road Patching Program

The public works team launched an in-house patching program, resulting in the laying of 500 tons of asphalt to maintain and improve local roads.

700
TONS OF ASPHALT USED

$175,000
SAVINGS FOR COMMUNITY

Infrastructure Enhancements

The Town completed several infrastructure improvements, including ADA-compliant sidewalks, mill and overlay projects to enhance road conditions, and concrete replacements for drain pans and sidewalks, all aimed at improving accessibility, safety, and convenience for residents.

Public Safety Infrastructure

Police Department Expansion

The expansion of the Town's Police Department Headquarters is underway, increasing the size of the facility by roughly 25%. This $6.5m project is coupled with a $1 million grant for construction, ensuring the department has the space and resources needed to serve a growing community.

As we reflect on the accomplishments of 2024, the Town of Johnstown remains committed to fostering growth, enhancing the quality of life for our residents, and ensuring a bright future for our community. Through strategic investments in infrastructure, public safety, economic development, and environmental sustainability, we are building a stronger, more resilient community.

We look forward to continuing these efforts in the coming year, working together to create a safe, vibrant, and thriving Town for all. Thank you to everyone who contributed to these successes, and we are excited for what lies ahead.

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

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: March 3, 2025

SUBJECT: Alfred Benesch & Company Contract Modification Order #3 – Sandra Drive Storm Drainage

ACTION PROPOSED: Consider Contract Amendment #3 by Alfred Benesch & Company

ATTACHMENTS: 1. Change Order #3
2. Mitigation Study Three Alternatives

PRESENTED BY: Brandon Torrez, Senior Project Manager

AGENDA ITEM DESCRIPTION:

On September 6, 2023, the Town Council approved a professional service proposal from Alfred Benesch & Company (Benesch) for the Country Acres Drainage Mitigation Study (study) that was prompted by unprecedented rainfall in the Spring of 2023. The drainage study contract value was $99,126.00

On January 17, 2024, the Town Council was provided with an update by Staff and Benesch on the study. During that meeting the Public Works Director and Benesch representatives presented an interim project for approval to demonstrate the Town's proactive approach and limit delays while the larger issue of land acquisition was ongoing. This interim project was intended to be incorporated into future long-term solutions that would be identified in the completed study.

On February 21, 2024, Change Order #1 was authorized, allowing Benesch to design an interim drainage to mitigate future events to affected property owners. The project consisted of new storm drainage improvements along Sandra Drive and only utilized the existing storm water pond of County Acres. The outfall of this project would continue to use the existing Hillsboro Ditch. The Change Order amount for this interim design was $209,646.00. On April 8, 2024, Bensch provided 90% plans for this interim project.

On May 27, 2024, Benesch provided staff the final Country Acres Mitigation Study that provided several permanent solutions. Three of those alternatives are outlined below:

ALTERNATIVES

1. Directing flows from SH60 and County Acres along WCR15 south out falling at the Little Thompson River. Pipe size to be expected was 84" RCP and not utilizing Granary subdivision storm drainage infrastructure
2. Out falling historic discharges into the existing Hillsboro Ditch and creation of a detention pond within Country Acres
3. Creating a major drainageway in historic paths to the Little Thompson River

From the original Change Order #1 amount, staff had sufficient remaining budget to assess the feasibility of alternative #2 without needing additional funding. Alternative #2 was the most cost-effective of the three options and presented lower risks related to easement procurement from downstream landowners, allowing for a quicker construction start compared to the other alternatives. During this period, extending into September of 2024, the Town was finalizing property procurement in Country Acres to support this alternative.

With support by Council and Staff for alternative #2, Change Order #2 was authorized by the Town to Benesch. Change Order #2 is in the amount of $191,574.00, but would not be initiated until January 2025, after all tenants vacated the properties purchased by the Town.

In January 2025, the conceptual design for alternative #2 found that discharging historic flows into the Hillsboro ditch were not feasible because the invert out of the existing pond would be lower than the surface elevation of the normal operating heigh of the Hillsboro Ditch. This would result in the proposed County Acres Pond constantly holding water during the irrigation season and being unable to handle 100-year storm water flows without backing up into County Acres.

Funding for Change Order #2 is still in place and Benesch has submitted a proposed Change Order #3 to design a hybrid of alternatives #1 and #2. This would design stormwater improvements from the detention pond to the existing Granary stormwater infrastructure in WCR 15. The Change Order #3 is for $214,625.00 and accommodates the additional design needed from the proposed storm water pond to the new proposed outfall as described above.

Funding is in place for this additional design scope for this project within the 2025 general fund. The table below depicts the contract and changes authorized and requested in this work scope.

Contract Type	Amount	Completed	Aggregate Total
Initial – Mitigation Study	$99,126	Yes	$99,126
Change Order #1	$209,646	Yes	$308,772
Change Order #2	$191,574	No	$500,346
Change Order #3	$214,625	No	$714,971

STRATEGIC PLAN ALIGNMENT:

- Organizational Excellence & Public Trust

  - *Strengthen public trust and confidence*
- Natural & Built Environment
  - *Invest in, enhance, and conserve our parks, open spaces, agricultural areas and natural environment*
- Quality Infrastructure & Facilities
  - *Establish and maintain levels of service*
  - *Ensure future viability of infrastructure and facilities*
  - *Repair and maintain existing infrastructure, facilities and equipment*

LEGAL ADVICE:

N/A

FINANCIAL ADVICE:

This Change Order would amend the contract amount with Benesch to an approved total of $714,971.00.

RECOMMENDED ACTION: Staff supports the approval of the Change Order to approve project design costs totaling up to $714,971.00.

SUGGESTED MOTIONS:

For Approval: I move to approve the Change Order from Alfred Benesch & Company for a total project design cost of $714,971.00.

For Denial: I move to deny the Change Order as presented.

Reviewed and Approved for Presentation,

Town Manager

Alternative	Advantages	Disadvantages
Alternative 1: Pipe down CR15	- Lower infrastructure sizing at CR46 - Decrease channel footprint for Slough Reach - Minimal impacts to existing habitat	- High Cost - Impractical - Multiple utility relocations
Alternative 2: Allow Historic Discharge into Hillsboro Ditch	- Low Cost - Decreased Infrastructure sizing - Decreased channel footprint - Lower Discharge downstream of Ditch	- Higher Risk for public - Coordination with ditch company
Alternative 3: Construct Major Drainageway	- Low flood risk - Aesthetically pleasing - Increased infrastructure sizing - Opportunity to provide open space/trail	- Decreased developable land - Moderate Construction Cost - High Land Acquisition cost

Table 12: Alternatives Advantages and Disadvantages

The Recommended Plan was determined based on both quantitative and qualitative factors. However, based on qualitative factors there is one option that is far superior from the other options. Constructing a major drainageway is the recommended plan. Allowing historic discharge into Hillsboro ditch is a viable option that could be considered at the time of final design. However, piping down CR15 is not recommended. Explanations for whether an alternative was recommended or not is as follows:

- Alternative 1:

  Placing a pipe down CR15 was not recommended because of the feasibility of this situation. The pipe would be a large 84" pipe and would have to be contained within the right of way where there are already many existing utilities as well as a 36" storm drain from the Granary. This would require many utility relocations and finding an outlet alongside the 36" pipe at the Little Thompson River. This option could become more viable if future development on the Spaur property were to over detain its stormwater, however, even then most of the water in this system is coming from existing developments that no longer have that option.

- Alternative 2:
  Allowing historic discharge into the Hillsboro ditch was not recommended because the Hillsboro Ditch has had issues with flooding in the past and this option does nothing to help improve that issue. It is of the Town's best interest to protect the public from flooding throughout the Town of Johnstown and the best way to do that is to relieve the ditch from as much stormwater as possible due to its lack of capacity. However, this option could be used in some capacity at the developer's, Town's, and Hillsboro Ditch's discretion.
- Alternative 3:
  Constructing a major drainageway was recommended due to mostly to its feasibility and flood protection benefits. This is an option that was originally recommended in the 2001 Stormwater Master Plan for Johnstown. This option provides the most protection to the residents of Johnstown while providing opportunities for the Town to develop a recreational trail along the drainageway. A full description of this plan is included in Section 6.

450 S. Parish Avenue
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970.587.4664
JohnstownCO.gov

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: March 3, 2025

SUBJECT: Property Lease Agreement for 5255 Ronald Reagan Blvd.

ACTION PROPOSED: Consider a Lease Agreement for 5255 Ronald Reagan Blvd.

ATTACHMENTS: 1. Lease Agreement – DRAFT
2. 5255 Ronald Reagan Blvd. Brochure

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

In January, Staff met with Town Council regarding the needs to expand its footprint temporarily. This was due to the fact that Town Hall Offices were becoming extremely full. While there are plans to construct a new Development Services Building, which will undoubtedly relieve the pressure in Town Hall, the facility has not broken ground. In the interim, Staff requested to Town Council that Staff be permitted to explore a potential short-term lease for about 15 months while and until the new facility is constructed.

Enclosed is a draft/template lease for 5255 Ronald Reagan Blvd. This document still needs to be reviewed by Staff, including the Town Attorney, but we are requesting authorization to enter into an agreement subject to negotiation of reasonable lease agreement that benefits the Town. The Town would be pursuing occupancy of Suite 001-B as depicted in the brochure. The proposed rent rate is also included in the brochure, but initial discussions suggest we may be able to negotiate more favorable terms.

STRATEGIC PLAN ALIGNMENT:

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

LEGAL ADVICE:

The Town Attorney will review and negotiate the lease agreement on behalf of the Town.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Staff supports approval of the First Amendment to the IGA authorizing the assessment of a surcharge to encourage responsible water usage.

SUGGESTED MOTIONS:

For Approval: I move to authorize the Town Manager and Town Attorney to work together and attempt to negotiate a lease agreement for Suite 001-B at 5255 Ronald Reagan Blvd.

For Denial: I move to deny the negotiation of a lease agreement and encourage the Town Manager to explore other alternatives.

Reviewed and Approved for Presentation,

Town Manager

COMMERCIAL LEASE AGREEMENT

by and between

DLB Properties, LLC,

A COLORADO LIMITED LIABILITY COMPANY

AS "LANDLORD"

AND

A _____

AS "TENANT"

DRAFT

LEASE

This Lease is made this ____ day of _____, 2024, by and between **DLB Properties, LLC,** a Colorado limited liability company ("Landlord"), and _____, a _____ ("Tenant"), on the terms, covenants and conditions set forth below.

1. TERMS AND DEFINITIONS; SCHEDULES.

1.1 TERMS AND DEFINITIONS.

1.1.1 LEASED PREMISES shall mean a portion of the Building consisting of approximately _____ rentable square feet and located at 5255 Ronald Reagan Blvd., Johnstown, CO.

1.1.2 PROJECT shall mean the Building, Common Areas, other areas and appurtenances, plus the real property, as described in Schedule 1 attached, on which the same is situated.

1.1.3 COMMON AREAS shall mean those areas of the Project which Tenant shall have the right to use in common with the Landlord including the exterior landscaped area. Tenant's use of the Common Areas is subject to the terms and conditions of this Lease and the attached Schedules and is limited to such use necessary for Tenant to obtain full use and enjoyment of the Leased Premises for the Permitted Purpose.

1.1.4 TENANT'S SQUARE FOOTAGE shall mean a portion of the basement floor of the Building consisting of approximately _____Rentable Square Feet including Tenant's pro rata share of the Common Areas.

1.1.5 LEASE COMMENCEMENT DATE shall be the date upon which the Leased Premises are delivered to Tenant, but no later than four (4) months after Landlord delivers the Building to Tenant or Tenant occupies the Leased Premises, whichever is earlier (the "Lease Commencement Date")

1.1.6 SECURITY DEPOSIT. No security deposit shall be paid by Tenant.

1.1.7 BASE RENT shall refer to the basic rental payments payable by Tenant to Landlord, and initially shall mean _____per rentable square foot per annum. The Base Rent shall increase annually on the anniversary of the Effective Date at the rate of Three Percent (3%) per annum, including during any Option Period.

1.1.8 TENANT'S PRO RATA SHARE shall mean _____ based upon Tenant's occupation of the .

1.1.9 PERMITTED PURPOSE means that Tenant may use the Leased Premises for general office purposes and any lawful purpose incidental thereto.

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1.1.10 LANDLORD'S MAILING ADDRESS: 5255 Ronald Reagan Blvd., Suite 220, Johnstown, CO 80534.

1.1.11 TENANT'S MAILING ADDRESS: _____.

1.2 SCHEDULES. Unless otherwise indicated, the terms of schedules, exhibits and addenda, if any, attached or added hereto shall control over any inconsistent provisions in the paragraphs of this Lease.

2. PREMISES.

2.1 LEASE OF PREMISES. In consideration of the Rent (as such term is defined in Section 4.1 hereof) and the provisions of this Lease, Landlord leases to Tenant and Tenant accepts from Landlord the Leased Premises, subject to the terms and conditions set forth herein.

2.2 PRIOR OCCUPANCY. Tenant shall not occupy the Leased Premises prior to the Lease Commencement Date except with the express prior written consent of Landlord. If Tenant shall occupy the Leased Premises prior to the Lease Commencement Date, all covenants and conditions of this Lease shall be binding on the parties commencing upon the date of such prior occupancy.

3. TERM

3.1 BASE TERM. The term of this Lease shall be _____ months commencing on the Lease Commencement Date (the "Lease Term").

3.2 OPTIONS TO EXTEND. INTENTIONALLY DELETED.

4. PAYMENT OF RENT AND ADDITIONAL RENT.

4.1 LEASE TERM RENT.

4.1.1 BASE RENT. Each monthly installment of Base Rent in the amount set forth in Schedule 3 shall be payable no later than the first (1st) calendar day of each month, together with each monthly installment of Tenant's Pro Rata Share of Operating Costs. The obligation to pay Base Rent shall commence on the Lease Commencement Date. Monthly installments for any fractional calendar month, at the beginning or end of the Lease Term or any Renewal Term, shall be prorated based on the number of days in such month. Base Rent and Tenant's Pro Rata Share of Operating Costs, together with all other amounts payable by Tenant to Landlord under this Lease, shall be sometimes referred to collectively as "Rent." Tenant shall pay all Rent, without deduction or set off, to Landlord at such place as may be specified by Landlord from time to time. "Base Rent" is summarized on Schedule 3.

4.1.2 LATE PAYMENT. Rent not paid within ten (10) days of the date when due hereunder shall be subject to a late charge until paid equal to one and one-half percent (1½%) per month from the date when due, until paid. In addition, if any installment of Rent is not paid within ten (10) days of the date when due hereunder, Tenant shall pay to Landlord a late payment charge equal to ten percent (10%) of the amount of such delinquent payment of Rent in addition to the installment of Rent then owing. Such charges shall be payable regardless of whether or not a notice of default or notice of termination has been given by Landlord. Tenant acknowledges that late payment of Rent will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which is extremely difficult and impracticable to ascertain at this time. Accordingly, the parties agree that the foregoing late charges represent a reasonable estimate of the loss and expense to be suffered by Landlord by reason of Tenant's late payment.

4.2 ADDITIONAL RENT. This Lease is intended to be a triple net lease, and Tenant shall pay Tenant's Pro Rata Share of all real property taxes and assessments for the Project, as well as Tenants' Pro Rata Share of the total costs incurred for the operation, maintenance, and repair for the Common Areas, including, but not limited to, maintenance and repair of common exterior signs (but not signage solely benefiting businesses conducted on the Project other than Tenant's business); property insurance; maintenance and repair of parking areas; snow removal; property insurance; common utilities, including water to maintain landscaping; janitorial expenses, if provided by Landlord; and any other expense incurred by Landlord in the operation, maintenance, and repair of the Building (the "Operating Expenses"). These costs shall be estimated on an annual basis by Landlord and shall be adjusted by upwards or downwards depending on the actual costs for the proceeding twelve (12) months. Tenant shall pay monthly, commencing upon the Lease Commencement Date, as additional rent hereunder, Tenant's Pro Rata Share of the foregoing costs (the "Additional Rent"), prorated on a monthly basis. No later than April 1 of each year, Landlord shall determine the actual costs which comprise the Additional Rent for the prior year and provide Tenant a written statement of such costs, and if the actual costs are greater than the estimated costs, Tenant shall pay the difference between the estimated Additional Rent and the actual Additional Rent with the next installment of Base Rent. If the actual Additional Rent is less than the estimated Additional Rent paid, Landlord shall credit the amount of Tenant's excess payment against the amount of Base Rent which next becomes due.

5. IMPROVEMENTS; POSSESSION.

5.1 IMPROVEMENTS TO LEASED PREMISES. INTENTIONALLY DELETED.

5.2 COMMENCEMENT OF POSSESSION. By its taking possession of the Leased Premises, Tenant shall be deemed to have accepted the Leasehold Improvements, if any, and to have accepted the Leased Premises and the acceptability of the Leased Premises for Tenant's use.

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6. TENANT'S COVENANTS.

6.1 USE OF LEASED PREMISES. Tenant agrees to:

6.1.1 PERMITTED USAGE. Use the Leased Premises for the Permitted Purpose only and for no other purposes.

6.1.2 COMPLIANCE WITH LAWS. Comply with the provisions of all current and future recorded covenants, conditions and restrictions and all current and future building, zoning, fire and other governmental laws, ordinances, rules or regulations applicable to the Leased Premises and all current and future requirements of the carriers of insurance covering the Project. Landlord shall provide Tenant with a copy of any notice it receives from an insurance carrier pertaining to the Leased Premises insofar as such notice sets forth an alleged failure to meet the carrier's requirements, and Tenant shall have ten (10) days thereafter to remedy any failure to so comply; provided, however, that such compliance shall not increase Tenant's insurance requirements hereunder.

6.1.3 NUISANCES OR WASTE.

(a) Not do or permit anything to be done in, upon or about the Leased Premises, or bring or keep anything in the Leased Premises that may increase Landlord's fire and extended coverage insurance premium or cause a risk of termination of coverage, damage the Building or the Project, constitute waste, constitute an immoral purpose, or be a nuisance, public or private, or menace or other disturbance to tenants of adjoining premises or anyone else, or use or store any toxic chemicals, wastes, elements or substances in, upon or about the Leased Premises, except limited quantities of such toxic chemicals, waste, elements or substances which are used or stored in full compliance with all applicable local, state or federal laws, ordinances, rules and regulations presently in effect or hereafter enacted pertaining to such use or storage and then only if (i) used or stored in connection with Tenant's ordinary and usual business operations and (ii) such use or storage does not expose all or any part of the Project, the Leased Premises, or any property adjacent to the Project to any meaningful risk of contamination or damage or expose Landlord and mortgagee of Landlord to any liability therefor. This Section 6.1.3 is in addition to those provisions set forth in Section 6.8 below.

(b) Tenant further agrees to defend, indemnify and hold harmless Landlord and any manager, member, partner, officer or director of Landlord and any mortgagee of Landlord, against any and all claims, demands, liabilities, costs and expenses (including without limitation reasonable attorneys' fees and expenses, expert witness fees and post-judgment collection costs) which Landlord may sustain at any time as a result of, arising out of, or in any way connected with a breach of Section 6.1.3(a). Additionally, Tenant agrees to cease the activity which amounts to such breach immediately upon receipt of written notice from Landlord or any regulatory or governmental agency that

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such activity is in violation of any governmental laws, ordinances, regulations or rules. Tenant shall give notice to Landlord of any hazardous substances that come to be located on the Leased Premises.

6.1.4 ALTERATIONS AND IMPROVEMENTS. Make no alterations or improvements in, upon or about the Leased Premises without the prior written approval of Landlord. Any such alterations or improvements by Tenant shall be done in a good and workmanlike manner, at Tenant's expense, by a licensed contractor reasonably approved by Landlord in conformity with plans and specifications reviewed by Landlord. Tenant shall obtain all necessary governmental approvals and permits. At Landlord's option, Tenant shall contract with Landlord for the construction of such alterations or improvements, but only if Landlord's price for such work is competitive.

6.1.5 LIENS. Keep the Leased Premises, the Building and the Project free from liens arising out of any work performed, materials furnished or obligations incurred by or for Tenant. If requested by Landlord, Tenant shall post a bond or other security reasonably satisfactory to Landlord to protect Landlord and the Project against such liens. If, at any time, a lien or encumbrance is filed against the Leased Premises, the Building or the Project as a result of Tenant's work, materials or obligations, Tenant shall promptly discharge such lien or encumbrance. If such lien or encumbrance has not been removed within thirty (30) days from the date it is filed, Tenant agrees to post a bond in at least the amount prescribed by applicable Colorado statute then in effect as security for the lien being discharged. Landlord shall have the right to post or keep posted on the Leased Premised, or in the immediate vicinity thereof, notices of non-responsibility for any construction, alteration or repair of the Leased Premises by Tenant.

6.1.6 RULES AND REGULATIONS. Observe, perform and abide by all the rules and regulations promulgated by Landlord from time to time on a reasonable basis for the benefit of the Project and its tenants.

6.1.7 SIGNAGE. Obtain the prior approval of the Landlord before placing any sign or symbol in, or visible from, doors or windows or elsewhere in or about the Leased Premises, or upon any other part of the Building or Project, including building directories. Any signs or symbols which have been placed without Landlord's approval may be removed by Landlord at Tenant's expense. Upon expiration or termination of this Lease, all signs installed by Tenant shall be removed at Tenant's expense and any damage resulting therefrom shall be promptly repaired by Tenant, or such removal and repair may be done by Landlord and the cost charged to Tenant as Rent.

6.2 INSURANCE.

6.2.1 INSURANCE OBTAINED BY TENANT. Tenant shall, at its own expense, procure and maintain during the Lease Term commercial general liability insurance with respect to the Leased Premises, and Tenant's activities in the Leased Premises and in the Building and the Project, providing bodily injury, broad form property damage coverage as follows:

(a) One Million Dollars ($1,000,000.00) with respect to bodily injury or death to any one (1) person;

(b) Two Million Dollars ($2,000,000.00) with respect to bodily injury or death arising out of any one (1) occurrence;

(c) One Million Dollars ($1,000,000.00) with respect to property damage or other loss arising out of any one (1) occurrence;

(d) Fire and extended casualty insurance covering Tenant's trade fixtures, merchandise and other personal property in an amount not less than one hundred percent (100%) of their actual replacement cost or highest insurable value;

(e) Workers' compensation insurance in at least the statutory amounts; and

(f) Business interruption insurance of such type and coverage sufficient to pay all Rent and other sums due hereunder for a period of not less than twelve (12) months in the event of any cessation or reduction of Tenant's business for any reason, including without limitation, damage or destruction described below.

6.2.2 COVERAGE INCREASE. Not more frequently than each three (3) years if, in the reasonable business judgment of Landlord, the amount of public liability and property damage insurance coverage maintained by Tenant is at that time not adequate, Tenant shall increase the insurance coverage to an amount which is determined to be adequate by Landlord in the exercise of reasonable business judgment.

6.2.3 BLANKET POLICY. Nothing in this Section 6.2 shall prevent Tenant from obtaining insurance of the kind and in the amounts provided for under this Section under a blanket insurance policy covering other properties as well as the Leased Premises; provided, however, that any such policy of blanket insurance (i) shall specify the amounts of the total insurance allocated to the Leased Premises, which amounts shall not be less than the amounts required by Sections 6.2.1(a) through 6.2.1(c) hereof, and (ii) such amounts so specified shall be sufficient to prevent any one of the insureds from becoming a co-insurer within the terms of the applicable policy, and (iii) shall, as to the Leased Premises, otherwise comply as to endorsements and coverage with the provisions of the paragraph.

6.2.4 ACCEPTABLE INSURANCE. Tenant's insurance shall be with a Best's Insurance Reports A+ rated company (or A rated if Class XIII or larger). Landlord and Landlord's mortgagee, if any, shall be named as "additional insureds" under Tenant's general liability insurance (except as to the insurance required by Section 6.2.1(d) above), and such Tenant's insurance shall be primary and noncontributing with Landlord's insurance, and shall further comply with the provisions of Section 10.2 of this Lease. Tenant's insurance policies shall contain endorsements requiring thirty (30) days' notice to Landlord and Landlord's mortgagee, if any, prior to any cancellation, lapse or non-renewal or any reduction in amount of coverage.

6.2.5 EVIDENCE OF INSURANCE. Tenant shall deliver to Landlord, as a condition precedent to its taking occupancy of the Leased Premises, a certificate or certificates evidencing such insurance.

6.3 REPAIRS. Tenant, at its sole expense, shall maintain the interior of the Leased Premises in a neat, clean and sanitary condition. If Tenant fails to maintain or keep the Leased Premises in good repair and such failure continues for ten (10) business days after receipt of written notice from Landlord, or if such failure results in a nuisance or health or safety risk, Landlord may perform any such required maintenance and repairs and the cost thereof shall be payable by Tenant as Rent within ten (10) business days of receipt of an invoice from Landlord. Tenant shall also pay to Landlord the costs of any repair to the Leased Premises, Building or Project necessitated by any act or neglect of Tenant.

6.4 ASSIGNMENT AND SUBLETTING.

6.4.1 LANDLORD'S CONSENT REQUIRED. Tenant shall not assign, mortgage, pledge or encumber this Lease, or permit all or any part of the Leased Premises without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion. Tenant shall not sublease any portion of the Lease Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Any transfer of this Lease by merger, consolidation, reorganization or liquidation of Tenant, or by operation of law, or change in the ownership of or power to vote the majority of the outstanding voting stock of a corporate Tenant, or by change in ownership of a controlling partnership interest in a partnership Tenant, shall constitute an assignment for purposes of this paragraph.

6.4.2 BASIS FOR WITHHOLDING CONSENT SUBLEASE. Landlord agrees that it will not unreasonably withhold its consent to Tenant's subletting the Leased Premises. In addition to other reasonable bases, Tenant hereby agrees that Landlord shall be deemed to be reasonable in withholding its consent if (a) the proposed sublease is to any party who is then a tenant of the Building; or (b) the proposed sublease results in two (2) or more tenants in the Leased Premises; or (c) there exists an Event of Default (as defined in Section 11.1 below) at the time of request for consent or on the effective date of such subletting; or (d) the proposed subtenant is, in Landlord's good faith judgment, incompatible with other tenants in the Building, or seeks to use any portion of the Leased Premises for a use not consistent with other uses in the Building, or is financially incapable of assuming the obligations of this Lease. Tenant shall submit to Landlord the name of a proposed subtenant, the terms of the proposed subletting, the nature of the proposed subtenant's business, and such information as to subtenant's financial responsibility and general reputation as Landlord may reasonably require.

6.4.3 NO RELEASE OF OBLIGATIONS. No subletting, even with the consent of Landlord, shall relieve Tenant of its primary obligation to pay the Rent and to perform all of the other obligations to be performed by Tenant hereunder. The acceptance of Rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision of this Lease or to be a consent to any subletting or other transfer. Consent to one (1) assignment, subletting or other transfer shall not be deemed to constitute consent to any subsequent assignment, subletting or other transfer.

6.4.5 PROCEEDS OF SUBLEASE OR ASSIGNMENT. Fifty percent (50%) of any proceeds (net of any costs incurred by Tenant in subletting to subtenant), in excess of the sum of Base Rent and Tenant's Pro Rata Share of Excess Operating Costs, which is received by Tenant pursuant to an assignment or subletting consented to by Landlord shall be remitted to Landlord as extra Rent within ten (10) days of receipt by Tenant net of any costs Tenant incurs in subletting space. For purposes of this paragraph, all money or value in whatever form received by Tenant from or on account of any party as consideration for an assignment or subletting shall be deemed to be proceeds received by Tenant pursuant to an assignment or subletting.

6.5 ESTOPPEL CERTIFICATE. From time to time and within ten (10) days after request by Landlord, Tenant shall execute and deliver a certificate to any proposed lender or purchaser, or to Landlord, certifying, with any appropriate exceptions, (a) that this Lease is in full force and effect without modification except as noted, (b) the amount, if any, of prepaid Rent and Security Deposit paid by Tenant to Landlord (and not returned to Tenant), (c) the nature and kind of concessions, rental or otherwise, if any, which Tenant has received or is entitled to receive, (d) that Landlord has performed all of its obligations due to be performed under this Lease and that there are no defenses, counterclaims, deductions or offsets outstanding or other excuses for Tenant's performance under this Lease as of such date, and (e) any other fact reasonably requested by Landlord or such lender, proposed lender or purchaser. Should Tenant fail to deliver such estoppel certificate within such ten (10) day period, then (i) the truth of the statements in the document submitted to Tenant for execution shall be conclusively presumed, and (ii) Landlord shall have the right, at its option, to immediately declare an Event of Default and pursue all remedies provided under Section 11.2 below.

6.6 BROKERAGE COMMISSIONS. Each of Tenant and Landlord represents to the other that no brokers or agents were instrumental in procuring or negotiating or consummating this Lease except for _____ ("Seller's Broker"). Landlord shall be responsible for paying Seller's Broker pursuant to separate written agreement. Each party agrees to defend and indemnify the other party against any loss, expense or liability incurred by the other party as a result of a claim by any other broker or finder claiming representation of the indemnifying party in connection with this Lease or its negotiation.

6.7 REGULATIONS. Except for pre-existing violations, Tenant shall, at Tenant's sole expense, comply with all applicable federal, state and local laws and regulations now in force or which may hereafter be in force relating to the Leased Premises and the use of the Leased Premises. Furthermore, by its taking possession of the Leased Premises, Tenant shall be deemed to agree, that Tenant has conducted an investigation of the Leased Premises and the acceptability of the Leased Premises for Tenant's use, to the extent that such investigation might affect or influence Tenant's execution of this Lease. Tenant acknowledges that Landlord has made no representations or warranties in connection with the physical condition of the Leased Premises or Tenant's use of the same upon which Tenant has relied directly or indirectly for any purpose, except as may be set forth herein. Tenant shall not commit waste, interfere with any other tenants in the Building, overload the floors, elevators, or structure of the Building, subject the Leased Premises to any use which would damage the Leased Premises or raise or violate any

insurance coverage required by this Lease or take any action that would impair parking or alter parking spaces.

6.8 HAZARDOUS MATERIALS REGULATIONS. Tenant shall strictly comply with all statutes, laws, codes, ordinances, rules, regulations and precautions now or hereafter mandated or advised by any federal, state, local or other governmental agency with respect to the use, generation, storage, or disposal of hazardous, toxic, or radioactive materials (collectively referred to as "Hazardous Materials"). Landlord shall have the right, but not the obligation, at all reasonable times to inspect the Leased Premises and to conduct tests and investigations to determine whether Tenant is in compliance with the foregoing provisions. As used herein, Hazardous Materials shall include, but not be limited to, those substances defined as "hazardous substances or pollutant or contaminant," "hazardous materials," "hazardous wastes," "toxic substances," "regulated substances," or other similar designations in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 6901, *et seq.*; the Resources Conservation and Recovery Act, 42 U.S.C. § 1801, *et seq.*; the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; paragraph 9001 of the Solid Waste Disposal Act, as amended by paragraph 601 of the Hazardous and Solid Waste Amendments of 1984; and any other federal, state or local governmental statutes, laws, ordinances, and codes, including any and all rules, and regulations, and precautions promulgated thereunder (collectively, "Environmental Laws"). Except as permitted by paragraph 6.1.3, Tenant shall not cause, or allow anyone else under the control of Tenant to cause, any Hazardous Material to be used, generated, stored, discharged, released or disposed of in, upon or about the Leased Premises, Project, or Building, including all common areas, without the prior written consent of Landlord, which consent may be withheld or revoked at any time, in the sole discretion of Landlord. Tenant's indemnification of Landlord pursuant to Section 10.1, hereof, shall extend to all liability, including all foreseeable and unforeseeable consequential damages and all fines, penalties, assessments or charges that may be assessed for the disposal, discharge or release of Hazardous Materials in, upon or about the Leased Premises, directly or indirectly arising out of the use, generation, storage, transportation, or disposal of Hazardous Materials by Tenant or anyone under Tenant's control. Neither the written consent by Landlord to the use, generation, storage, or disposal of Hazardous Materials nor the strict compliance by Tenant with all statutes, laws, ordinances, rules, codes, regulations, and precautions pertaining to Hazardous Materials shall excuse Tenant from Tenant's obligation to indemnification pursuant to this subsection. Tenant's obligation pursuant to the foregoing indemnity shall survive the termination of this Lease.

7. LANDLORD'S RESERVED RIGHTS.

7.1 ADDITIONAL RIGHTS RESERVED TO LANDLORD. Without notice and without liability to Tenant, or without effecting an eviction or disturbance of Tenant's use or possession, Landlord shall have the right to (a) grant utility easements or other easements in, or replat, subdivide or make other changes in the legal status of the land underlying the Leased Premises, the Building or the Project as Landlord shall deem appropriate in its sole discretion; provided such changes do not substantially interfere with Tenant's use of the Leased Premises for the Permitted Purpose; (b) enter the Leased Premises at reasonable times, and at any time in the event of an emergency, to inspect, alter or repair the Leased Premises or the Building and to perform any acts related to the safety, protection, reletting, sale or

improvement of the Leased Premises or the Building; (c) add to or take away from the Project (including the construction of additional improvements on the Project) any improvement or portion thereof, in which event the Rentable Square Footage of the Building and Tenant's Pro Rata Share shall be adjusted accordingly if affected by such changes; (d) install and maintain signs on and in the Building and the Project; and (e) make such regulations as, in the reasonable judgment of Landlord, may be needed from time to time for the safety of the tenants, the care and cleanliness of the Leased Premises, the Building and the Project and the preservation of good order therein. Notwithstanding the foregoing, however, such changes shall (i) be performed so as to not materially interfere with Tenant's use of the Leased Premises; and (ii) provide for reasonable, temporary alternative access, parking or services to the extent interruption thereof results from such changes.

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8. CASUALTY AND UNTENANTABILITY.

8.1 TERMINATION BY LANDLORD. If the Building is made substantially untenantable, or if Tenant's use and occupancy of the Leased Premises are substantially interfered with, due to damage to the common areas of the Building, or the Leased Premises are made wholly or partially untenantable by fire or other casualty, Landlord may, by notice to Tenant within sixty (60) days after the damage, terminate this Lease, and Rent shall be abated from the time the fire or other casualty occurred.

8.2 RESTORATION OF PREMISES. If the Leased Premises are made partially or wholly untenantable by fire or other casualty and this Lease is not terminated as provided above, Landlord shall restore the Leased Premises to the condition immediately prior to such casualty; excluding Tenant's personal property, equipment or trade fixtures.

8.3 TERMINATION BY TENANT. If the Landlord does not terminate this Lease as provided above, and Landlord fails within one hundred eighty (180) days after the date of such casualty to restore the damaged Common Areas or the Leased Premises to enable Tenant to reoccupy and use the Leased Premises in the manner contemplated by this Lease, Tenant shall have the right to terminate this Lease by giving Landlord prior notice within five (5) days after the end of such one hundred eighty (180) day period; provided that the time for Landlord to perform shall be extended by any delay caused by or attributable to Unavoidable Delay (as defined in Section 13.10 of this Lease). If Landlord determines that it will be unable to restore such damaged areas within such one such hundred eighty (180) day period, Landlord shall have the right to cease its performance and provide Tenant with written notice (the "Extension Notice") of such inability. The Extension Notice shall set forth the date on which Landlord reasonably believes that such damaged areas will be restored. Upon receipt of the Extension Notice, Tenant shall have the right to terminate this Lease by providing notice of termination to Landlord within five (5) days after the date of delivery of the Extension Notice. In the event that Tenant does not terminate this Lease within such five (5) day period, the time for the Landlord to restore such damaged areas shall be extended to be the date set forth in Landlord's Extension Notice or amended Extension Notice as the case may be.

8.4 RENT; PRORATIONS. In the event of termination of this Lease pursuant to this Section 8, Rent shall be prorated on a per diem basis and paid to the date of the casualty, unless the Leased Premises shall be tenantable, in which case Rent shall be payable to the date of the Lease termination and if only partly tenantable, Tenant shall receive abatement to the extent that portion is untenantable. If the Leased Premises are wholly untenantable and this Lease is not terminated, Rent shall abate on a per diem basis from the date of the casualty until the Leased Premises are ready for occupancy by Tenant. If part of the Leased Premises are untenantable, Rent shall be prorated on a per diem basis and partially abated in accordance with the part of the Leased Premises which is usable by Tenant until the damaged part is ready for Tenant's occupancy. Notwithstanding the foregoing, if any damage was proximately caused by an act or omission of Tenant, its employees, agents, contractors, licensees or invitees, then, in such event, Tenant agrees that Rent shall not abate or be diminished during the term of this Lease.

9. CONDEMNATION.

9.1 RENT ABATEMENT. If all or any part of the Leased Premises shall be taken under power of eminent domain or sold under imminent threat to any public authority or private entity having such power, this Lease shall terminate as to the part of the Leased Premises so taken or sold, effective as of the date possession is required to be delivered to such authority. In such event Base Rent and Tenant's Pro Rata Share of Excess Operating Costs shall abate in the ratio that the portion of Tenant's Square Footage taken or sold bears to Tenant's Square Footage.

9.2 LEASE TERMINATION. If a partial taking or sale of the Leased Premises, the Building or the Project (a) substantially reduces the Tenant's Square Footage, resulting in an inability of Tenant to use the Leased Premises for the Permitted Purpose, or (b) renders the Building or the Project commercially unviable to Landlord, in Landlord's sole opinion, either Tenant in the case of (a), or Landlord in the case of (b), may terminate this Lease by notice to the other party within thirty (30) days after the terminating party receives written notice of the portion to be taken or sold. Such termination shall be effective one hundred eighty (180) days after notice thereof, or when the portion is taken or sold, whichever is sooner. All condemnation awards and similar payments shall be paid and belong to Landlord, except for any amounts awarded or paid specifically to Tenant by the acquiring agency for removal and reinstallation of Tenant's trade fixtures and personal property, Tenant's moving costs or Tenant's goodwill.

10. INDEMNITY, SUBROGATION AND WAIVER.

10.1 INDEMNITY. Tenant agrees to defend, indemnify and save harmless Landlord against and from any and all claims, demands, actions, damages, liability and expense in connection with or for loss of or damage to property or injury or death to any person from any cause whatsoever while in, upon or about the Leased Premises, or from any such claim, demand or the like arising from or out of any occurrence in, upon or about the Leased Premises, by or on behalf of any person, firm or corporation arising from Tenant's use of the Leased Premises or the conduct of its business or from any activity, work, or thing done, permitted or suffered by Tenant, in, upon or about the Leased Premises, and Tenant shall further defend, indemnify and save Landlord harmless against and from any and all claims arising from

any Event of Default (defined in Section 11.1 below), or arising from any act or negligence of Tenant, or any of its agents, contractors, servants, employees or licensees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in or arising from any such claim or action or proceeding brought thereon; and in case any action or proceeding is brought against Landlord by reason of any such claim, Tenant upon notice from Landlord covenants to resist or defend at Tenant's expense such action or proceeding by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property in, upon or about the Leased Premises, the Building or the Project from any source and to whomever belonging, and Tenant hereby waives all claims in respect thereof against Landlord, except to the extent such damage is caused by Landlord's gross negligence or willful misconduct. The foregoing waiver shall inure only to the benefit of Landlord and its agents, and the exception to such waiver for Landlord's gross negligence or willful misconduct shall inure only to the benefit of Tenant and its agents and to no other party.

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10.2 WAIVER OF SUBROGATION. Tenant and Landlord release each other and waive any right of recovery against each other for any claims for loss or damage to any person, which occurs in, upon or about the Leased Premises, the Building or the Project, whether due to the negligence of either party, their agents, employees, officers, contractors, licensees, invitees or otherwise, if such loss or damage is insured against under an insurance policy carried by the releasing party and in force at the time of such loss or damage, and to the extent of the proceeds received from such policy. Tenant and Landlord agree that all policies of insurance obtained by either of them in connection with the Leased Premises shall contain appropriate waiver of subrogation clauses. The provisions of this Section 10.2 shall survive the expiration or termination of this Lease with respect to any claims or liability arising from events occurring prior to such expiration.

10.3 LIMITATION OF LANDLORD'S LIABILITY. The obligations of Landlord under this Lease do not constitute personal obligations of the individual managers, members, partners, shareholders, directors, officers, employees, or agents of Landlord, and Tenant shall look solely to Landlord's interest in the Building and to no other assets of Landlord, for satisfaction of any liability in respect of this Lease. Tenant will not seek recourse against the individual managers, members, partners, shareholders, directors, officers, employees or agents of Landlord or any of their personal assets for such satisfaction. Notwithstanding any other provisions contained herein, Landlord shall not be liable to Tenant, its contractors, agents or employees for any consequential damages or damages for loss of profits.

11. TENANT'S DEFAULT AND LANDLORD'S REMEDIES.

11.1 TENANT'S DEFAULT. It shall be an "Event of Default" if Tenant shall (a) fail to pay when due any (i) monthly installment of Base Rent or of Tenant's Pro Rata Share of Excess Operating Costs, (ii) or any other Rent; (b) violate or fail to perform any of the other conditions, covenants or agreements herein made by Tenant, and such violation or failure shall continue for thirty (30) days after written notice thereof to Tenant by Landlord except that if within the thirty (30) day period Tenant commences and thereafter proceeds diligently to remedy the violation or failure, Tenant shall not be in default hereunder if Tenant has fully and completely remedied such violation or failure on or before the date which is sixty (60) days from the effective date of such notice from Landlord to Tenant of such violation or failure; (c) make a general assignment for the benefit of its creditors or file a petition for bankruptcy or other reorganization, liquidation, dissolution or similar relief; (d) have a proceeding filed against Tenant seeking any relief mentioned in (c) above which is not discharged within sixty (60) days thereafter; (e) have a trustee, receiver or liquidator appointed for Tenant or a substantial part of its property; (f) abandon or vacate the Leased Premises for more than six (6) consecutive months; or (g) default under any other space lease within the Building or Project.

11.2 REMEDIES ON DEFAULT. Landlord shall have the following remedies if Tenant commits an Event of Default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by law or in equity.

11.2.1 CONTINUE LEASE. Landlord may continue this Lease in full force and effect. In such case, the Lease will continue in effect so long as Landlord does not terminate Tenant's right to possession, and Landlord shall have the right to collect Rent when due. During the period such Event of Default continues, Landlord can enter the Leased Premises and relet them, or any part of them, to third parties for Tenant's account. Tenant shall be liable immediately to Landlord for all reasonable costs Landlord incurs in reletting the Leased Premises including, without limitation, broker's commissions, expenses of remodeling the Leased Premises required by the reletting, and like costs. Reletting can be for a period shorter or longer than the remaining term of this Lease. Tenant shall pay to Landlord the Rent due under this Lease on the date the Rent is due, less the Rent Landlord receives from any reletting. No act by Landlord allowed by this paragraph shall terminate this Lease unless Landlord notifies Tenant that Landlord elects to terminate this Lease.

11.2.2 TERMINATE LEASE. Landlord can terminate Tenant's right to possession of the Leased Premises at any time. No act by Landlord other than giving written notice to Tenant shall terminate this Lease. Acts of maintenance, efforts to relet the Leased Premises or the appointment of a receiver on Landlord's initiative to protect Landlord's interest under this Lease shall not constitute a termination of Tenant's right to possession. On termination, Landlord has the right to recover from Tenant:

(a) The amount of the unpaid Rent and any other amounts that are due at the time of termination of this Lease;

(b) The amount of Rent due for the remainder of the Term of the Lease, subject to Landlord’s duty to mitigate its damages.

(c) Any other reasonable amount, and court costs, necessary to compensate Landlord for all detriment proximately caused by such Event of Default, including, without limitation, any unamortized brokerage commissions attributable to this Lease, or any unamortized costs of tenant improvements.

11.2.3 RECEIVER. Landlord shall have the right to have a receiver appointed to collect Rent. Neither the filing of a petition for the appointment of a receiver nor the appointment itself shall constitute an election by Landlord to terminate this Lease.

11.2.4 COST OF RE-LETTING PREMISES. Upon the occurrence of an Event of Default and Landlord's reentering of the Premises, Tenant agrees to pay to Landlord, as an additional item of damages, the reasonable cost of repairs, alterations, redecorating, lease commissions and Landlord's other expenses incurred in reletting the Leased Premises to a new tenant.

11.2.5 WAIVER. Tenant hereby waives any right of redemption or relief from forfeiture under any present or future law, if Tenant is evicted or Landlord takes possession of the Leased Premises by reason of the occurrence of any Event of Default hereunder.

12. TERMINATION.

12.1 SURRENDER OF LEASED PREMISES. On expiration of this Lease, if no Event of Default exists, Tenant shall surrender the Leased Premises in the same condition as when the Lease Term commenced, ordinary wear and tear excepted. Except for furnishings, trade fixtures and other personal property installed at Tenant's expense, all alterations, additions or improvements, whether temporary or permanent in character, made in or upon the Leased Premises, either by Landlord or Tenant, shall be Landlord's property and at the expiration or earlier termination of the Lease or any renewal term shall remain on the Leased Premises without compensation to Tenant; provided that, if Landlord requests in writing, Tenant shall, at its expense and without delay, remove any alterations, additions or improvements, that are not defined as Landlord's property made to the Leased Premises by Tenant and designated by Landlord to be removed, and repair any damage to the Leased Premises or the Building or the Project caused by such removal. If Tenant fails to repair the Leased Premises, Landlord may complete such repairs and Tenant shall reimburse Landlord for such repair and restoration. If Tenant fails to remove such property as required under this Lease, Landlord may dispose of such property in its sole discretion without any liability to Tenant, and further may charge the cost of any such disposition to Tenant.

12.2 HOLDOVER TENANCY. If Tenant shall hold over after the Lease Expiration Date or at the end of any Renewal Term, Tenant shall be deemed, at Landlord's option, to occupy the Leased Premises as a tenant from month to month. During such tenancy, Tenant agrees to pay Landlord, monthly in advance, an amount equal to One Hundred Ten percent (110%) of all Rent which would become due (based on Base Rent and Tenant's Pro Rata Share of Excess Operating Costs payable for the last month of the Lease Term or Renewal Term as applicable, together with all other amounts payable by Tenant to Landlord under this Lease), and to be bound by all of the terms, covenants and conditions herein specified. If Landlord relets the Leased Premises or any portion thereof to a new tenant and the term of such new lease commences during the period for which Tenant holds over, Landlord shall be entitled to recover from Tenant all costs and expenses, reasonable attorneys' fees, post-judgment collection costs, damages (including any reasonable relocation costs or other damages occasioned to such new tenant and asserted against Landlord) and loss of profits incurred by Landlord as a result of Tenant's failure to deliver possession of the Leased Premises to Landlord when required under this Lease, together with any other remedies provided to Landlord hereunder.

13. MISCELLANEOUS.

13.1 QUIET ENJOYMENT. Subject to the rights of Landlord to enter into the Leased Premises as provided in Section 7.1 hereof, if and so long as Tenant pays all Rent and timely keeps and performs each and every term, covenant and condition herein contained on the part of Tenant to be kept and performed, Tenant shall quietly enjoy the Leased Premises without hindrance by Landlord.

13.2 ACCORD AND SATISFACTION. No receipt and retention by Landlord of any payment tendered by Tenant in connection with this Lease shall constitute an accord and satisfaction, or a compromise or other settlement, notwithstanding any accompanying statement, instruction or other assertion to the contrary unless Landlord expressly agrees to an accord and satisfaction, or a compromise or other settlement, in a separate writing duly executed by Landlord. Landlord will be entitled to treat any

such payments as being received on account of any item or items of Rent, interest, expense or damage due in connection herewith, in such amounts and in such order as Landlord may determine at its sole option.

13.3 SEVERABILITY. The parties intend this Lease to be legally valid and enforceable in accordance with all of its terms to the fullest extent permitted by law. If any term hereof shall be stricken from this Lease to the extent unenforceable, the same shall be as if it never had been contained herein. Such invalidity or unenforceability shall not extend to any other term of this Lease, and the remaining terms hereof shall continue in effect to the fullest extent permitted by law, the same as if such stricken term never had been contained herein.

13.4 SUBORDINATION AND ATTORNMENT. This Lease and Tenant's rights hereunder are hereby made expressly subordinate to the lien of any mortgage or deed of trust and to the lien of any ground lease, together with any conditions, renewals, extensions or replacements thereof ("Superior Instruments"), now or hereafter placed, charged or enforced against any interest of Landlord in this Lease, in the leasehold estate thereby created or in the Leased Premises or the Building or the Project, together with any improvements included therein. If requested in writing by Landlord or any mortgagee, beneficiary or ground lessor of Landlord, Tenant agrees to execute a subordination agreement required to confirm the effect of the provisions of this paragraph; provided such party acquires and accepts the Leased Premises subject to this Lease and that, so long as Tenant is not in default under this Lease, the rights of Tenant hereunder shall not be disturbed by reason of the terms of any such Superior Instrument. If Tenant fails to execute and deliver any such documents or instruments within ten (10) business days following request therefor by Landlord, Tenant irrevocably constitutes and appoints Landlord as Tenant's special attorney-in-fact to execute and deliver any such documents or instruments.

In the event of any transfer in lieu of foreclosure or termination of a lease in which Landlord is lessee or the foreclosure of any Superior Instrument, or sale of the Property pursuant to any Superior Instrument, Tenant shall attorn to, and recognize as "landlord" hereunder, such purchaser, transferee or lessor and recognize such party as landlord under this Lease. The agreement of Tenant to attorn contained in the immediately preceding sentence shall survive any such foreclosure sale, termination of Landlord's interest, or transfer.

13.5 APPLICABLE LAW/CONSTRUCTION. This Lease shall be construed according to the laws of the State of Colorado and the provisions hereof shall be construed in accordance with their fair meaning. Each of the parties has agreed to the use of the particular language hereof (and in all attached Schedules), and any questions of doubtful interpretation shall not be resolved solely by any rule or interpretation providing for interpretation against the party who causes the uncertainty to exist or against the draftsman. The subject captions; use of different type fonts; or boldfaced, italicized or underlined words have been inserted for convenience only and shall not be used to alter or interpret the content of this Lease.

13.6 BINDING EFFECT. The covenants, conditions, warranties and agreements contained in this Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and permitted assigns.

13.7 TIME. Time is of the essence of this Lease.

13.8 ENTIRE AGREEMENT. This Lease and the Schedules attached set forth all the covenants, promises, agreements, representations, conditions, statements and understandings between Landlord and Tenant concerning the Leased Premises, the Building and the Project, and there are no representations, either oral or written between the parties other than those in this Lease. Without limiting the foregoing, Tenant, hereby, specifically waives any claims, rights, or defenses based on any warranties, representations or guarantees, whatever their form, made at any time, by any party, negligently made or otherwise, except those warranties, representations or guarantees contained in this Lease. This Lease shall not be amended or modified except in a writing signed by both parties. Failure to exercise any right in one or more instance shall not be construed as a waiver of the right to strict performance or as an amendment to or modification of this Lease.

13.9 NOTICES. All notices, consents and approvals pursuant to this Lease shall be in writing , sent by (a) reputable messenger or courier service; (b) a reputable private carrier of overnight mail; (c) personal delivery by agent of Landlord or Tenant; or (d) mailed by United States mail, postage prepaid, certified mail, return receipt requested, in each case addressed (i) to Landlord or Tenant at the address designated in Section 1.1, or (ii) to such other address as may hereafter be designated by either party by written notice. Such notice shall be effective on the earlier to occur of delivery to the stated address (or upon refusal to accept delivery) or if mailed, three (3) days after posting at a United States Post Office, when mailed by certified mail to Landlord or Tenant at the address designated in Section 1.1. Either party may change its address by providing notice as set forth herein.

13.10 FORCE MAJEURE. Except as otherwise provided in this Lease, the obligations of Tenant to pay Rent and perform all of the terms, covenants and conditions on the part of Tenant to be performed hereunder shall in no way be affected, impaired or excused because Landlord, due to Unavoidable Delay (as defined below), (a) is unable to fulfill any of its obligations under this Lease, or (b) is delayed in providing any service, equipment or fixtures expressly or impliedly to be provided, or (c) is unable to make or is delayed in making any repairs, replacements, additions, alterations or decorations. To the extent Landlord is unable to fulfill its obligations under this Lease due to Unavoidable Delay, Landlord is excused from the performance of such obligations; provided that Landlord shall in each instance exercise reasonable diligence to effect performance when and as soon as reasonably practicable. Landlord, however, shall not be obligated to pay overtime labor rates.

13.10.1 UNAVOIDABLE DELAY shall mean any and all delay beyond Landlord's reasonable control, including without limitation, Tenant Delay; governmental restrictions, regulations, controls, preemptions or delays; orders of civil, military or naval authorities; strikes, labor disputes, lock-outs, shortages of labor or materials or reasonable substitutes therefor; delays caused by manufacturers and suppliers of goods and materials; Acts of God; fire, earthquake, floods, explosions or other casualties; extreme weather conditions or other actions of the elements; enemy action, civil commotion, riot or insurrection.

13.10.2 *TENANT DELAY* shall mean any and all delay caused by any act or omission attributable to Tenant, or any of Tenant's agents, contractors, servants, employees, or licensees.

13.11 ATTORNEYS' FEES; PREJUDGMENT INTEREST. If the services of an attorney are required by any party to secure the performance hereof or otherwise upon the breach or default of another party to this Lease, or if any judicial remedy or arbitration is necessary to enforce or interpret any provision of this Lease, the prevailing party shall be entitled to reasonable attorneys' fees, costs, expert witnesses fees, post-judgment collection costs, and other expenses, in addition to any other relief to which such party may be entitled. Any award of damages following judicial remedy or arbitration as a result of the breach of this Lease or any of its provisions shall include an award of prejudgment interest from the date of the breach or default at the maximum amount of interest allowed by law.

13.12 AUTHORITY. Tenant warrants and represents that it has full authority to enter, into this Lease; that this Lease constitutes a binding obligation on behalf of Tenant, and that the individual signing on behalf of Tenant is duly authorized to bind Tenant hereto.

13.13 PARTIES' APPROVALS. Except as otherwise herein expressly provided, whenever consent or approval of either party is required, that party shall not unreasonably withhold or delay such consent or approval.

13.14 FINANCIAL STATEMENTS. Tenant acknowledges that, prior to its execution of this Lease, and as a condition to Landlord waiving the requirement of a Security Deposit, Tenant has delivered to Landlord current financial statements of Tenant, and hereby represents and warrants that such financial statements are true and correct in all material respects. In addition, within ten (10) days after Landlord's written request, at any time and from time to time, Tenant shall deliver to Landlord updated, audited financial statements of Tenant.

13.15 RECORDING. Neither Landlord nor Tenant shall record this Lease or any memorandum thereof.

13.16 COUNTERPARTS. This Lease may be executed in counterparts, each of which shall be deemed an original signature and which collectively shall form one agreement.

Signatures on following page.

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This Lease is executed as of this ____ day of _____, 2024.

LANDLORD:

DLB PROPERTIES, LLC.
a Colorado limited liability company

By:_____
Dale L. Boehner, Manger

TENANT:

_____
_____

By:_____
Title:_____

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SCHEDULE 1

DESCRIPTION OF PREMISES

DRAFT

SCHEDULE 2
IMPROVEMENTS

DRAFT

SCHEDULE 3

BASE RENT

Period	Annual Base Rent Per Rentable Square Foot	Monthly Base Rent
__/__/20__ - __/__/20__	$__.__ / rsf	$_,___ / month
__/__/20__ - __/__/20__	$__.__ / rsf	$_,___ / month

In addition to the foregoing Base Rent, Tenant shall be responsible for payment of Excess Operating Costs, and other costs, as set forth in the attached Lease.

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PROFESSIONAL OFFICE SPACE AVAILABLE

5255 Ronald Reagan Parkway, Johnstown, 80534

AVAILABLE FOR LEASE

AVAILABLE: 5,146± RSF or demisable to:
Suite 001-A: 2,305± RSF
Suite 001-B: 2,841± RSF

BASE RENT: $17.00 / RSF NNN as-is or
$17.50 / RSF if demised, subject to lease rate and term

NNN: $16.34 / SF + utilities

TOTAL RENT: $14,297.30/ month
Suite 001-A: $6,500.10 / month
Suite 001-B: $8,011.62 / month

PROPERTY HIGHLIGHTS

- Class A office space in 2534
- Private offices, conference rooms (2) open work area
- Abundant parking
- Close to Scheels, gun range, many restaurants and services
- Walk out ground level
- Plenty of windows and natural light
- ADA Accessible
- Elevator Access

NAI Affinity
Joe Palieri, CCIM joep@affinitycre.com 970 215 4713 | naiaffinity.com 970 663 3150

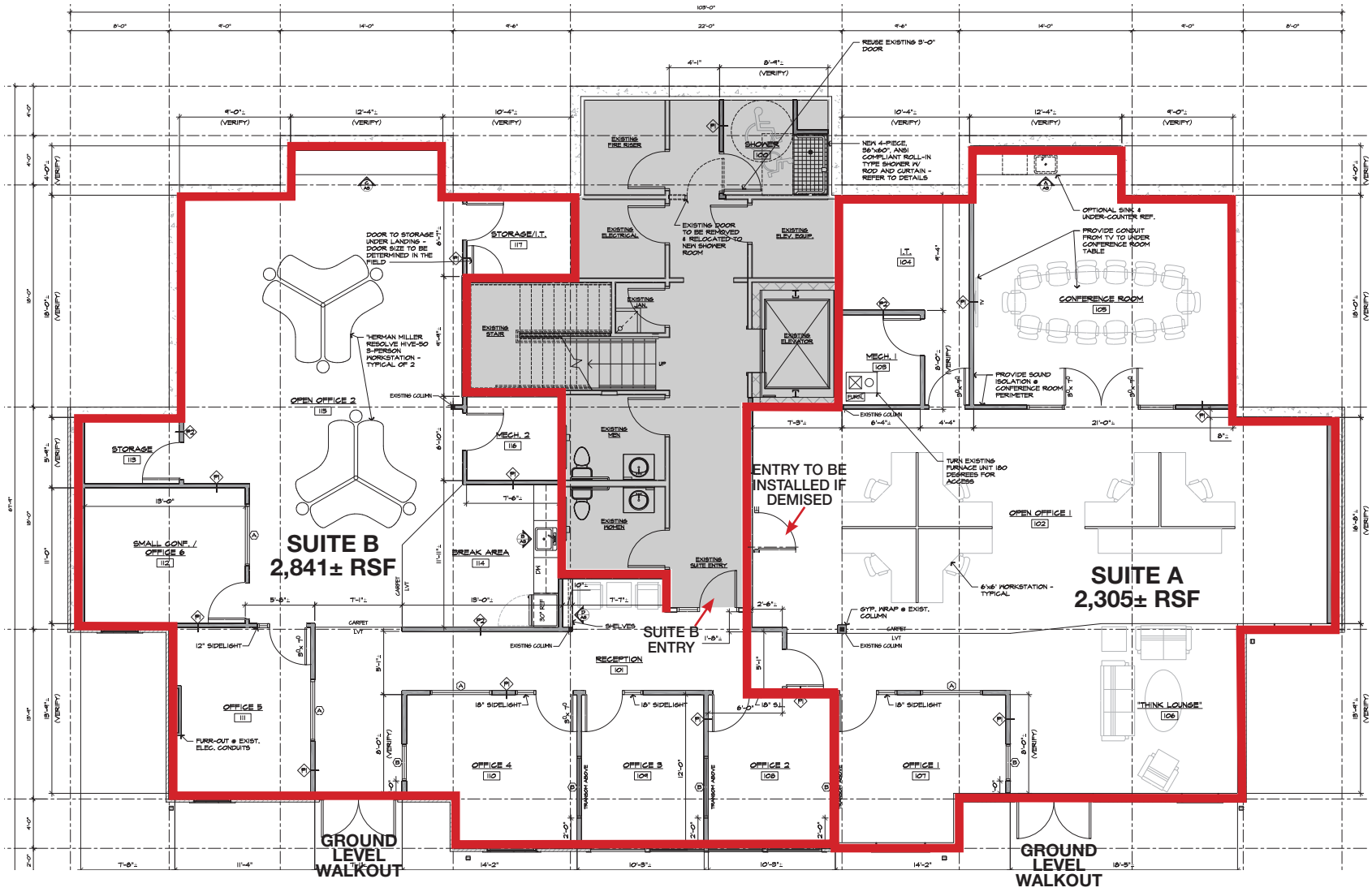
FLOOR PLAN

5255 RONALD REAGAN BOULEVARD, JOHNSTOWN, CO 80534

SUITE A - 2,305± RSF

SUITE B - 2,841± RSF

TOTAL - 5,146± RSF



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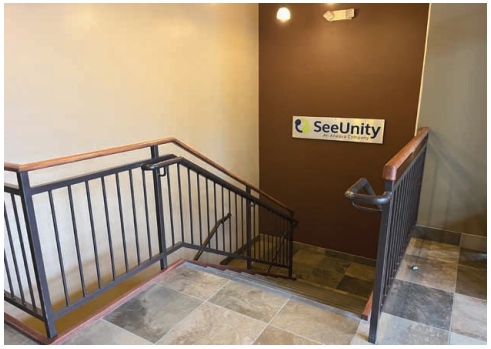
PROPERTY PHOTOS

5255 RONALD REAGAN BOULEVARD, JOHNSTOWN, CO 80534



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LOCATION MAP

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EXECUTIVE SUMMARY

DEMOGRAPHICS

	1-MILE	3-MILES	5-MILES
2024 Est. Population	3,365	19,556	61,821
2029 Projected Population	4,514	23,205	69,485
2024 Avg. Household Income	$140,031	$147,507	$139,806
Bachelor's Degree or Higher	70.6%	60.1%	53.1%
Median Age	34.7	36.3	39.0
Daytime Employment	4,608	21,614	44,885

Source: Site To Do Business, October 2024

NEARBY ATTRACTIONS/DRIVERS

DRIVE TIMES

US Hwy 34 3 MINS

Interstate 25 4 MINS

Medical Center of Rockies 6 MINS

Northern Colorado Regional Airport 9 MINS

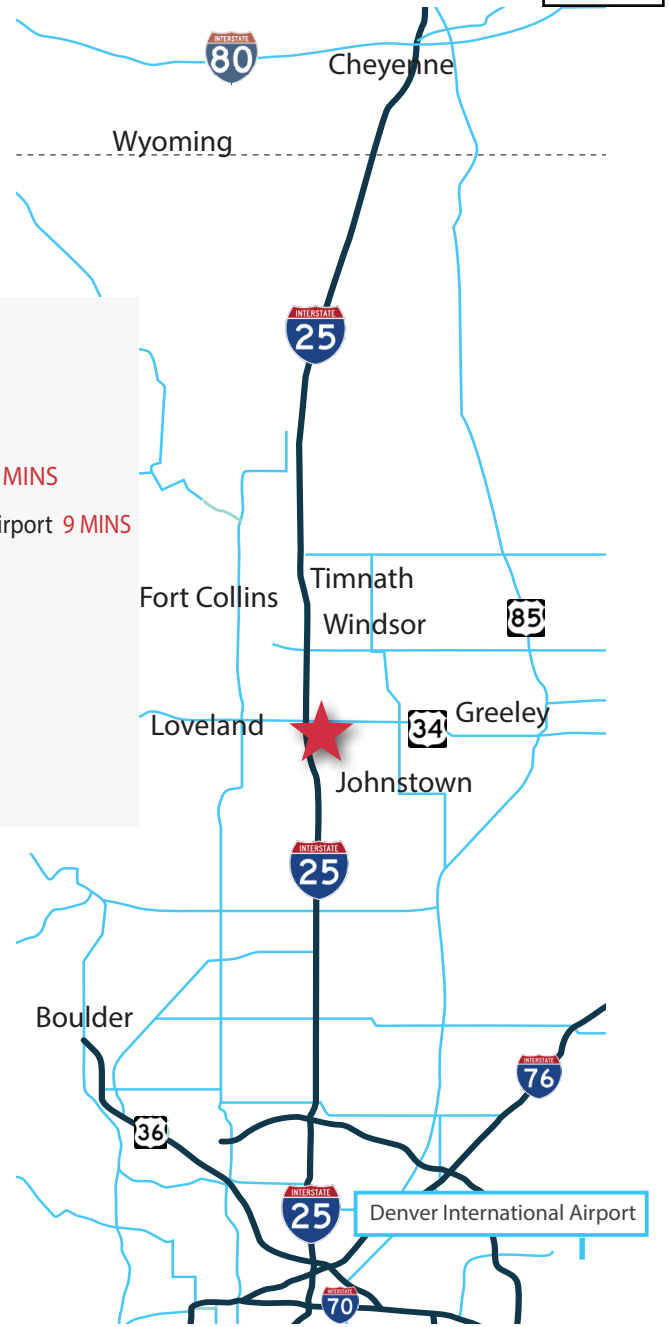
Windsor 12 MINS

Fort Collins 13 MINS

Greeley 14 MINS

Cheyenne, WY 45 MINS

Denver/DIA 49 MINS



NORTHERN COLORADO ACCOLADES

Continually being recognized on "top and best of" lists.

- Fort Collins ranked No.11 The best U.S. cities to live in 2022: MarketWatch - Aug 2022
- Larimer and Weld counties populations are projected to increase by 45% by 2040, Denver Post, July 2022
- Fort Collins ranks #5, 'Best Places to Live 2020-21', U.S. News. October 2020
- Fort Collins-Loveland area ranked No. 6, 'Best Housing Markets for Growth and Stability' in 2020, SmartAsset - June, 2020
- Windsor ranks #1, 'Colorado's Safest Cities of 2020', SafeWise. June 2020
- Greeley ranks #3 nationwide for one-year population growth rate. U.S. Census Bureau. March, 2020

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TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: March 3, 2025

SUBJECT: Public Hearing – First Reading Ordinance 2025-266 Adding Section 13-10(g) to the Johnstown Municipal Code Concerning Access to Indoor Water Meters and Repealing and Readopting Article VI of Chapter 13 of the Johnstown Municipal Code Concerning Water Conservation

ACTION PROPOSED: Consider Ordinance 2025-266 on First Reading

ATTACHMENTS: 1. Ordinance 2025-266

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is Ordinance No. 2025-266. The ordinance presented provides for two specific modifications as part of Chapter 13 of the Johnstown Municipal Code (JMC) titled Municipal Utilities.

The first item amends Article 1 adding Section 13-10 Right to Entry. Adding this new Section into the JMC provides us with the ability to more effectively manage water meters inside of homes. Water meters are owned by the Town and tend to fail, by not communicating with our telemetry system to provide readings of water usage. More often than not, this is due to a dead battery. When the meters fail to report, Town Staff works with customers to access the homes and replace the meter and/or the battery components that communicate with our system. In some instances, residents fail to respond back to our requests to access the meter. If the customer continues to disregard the inquiries by Town Staff to access the meter, this tool allows us to charge an additional fee to the customer when prohibiting access exceeds 30 days. The fee to be assessed when this occurs is $10.00 per month.

The second item included in Ordinance No. 2025-266 is a modification to the Water Conservation Ordinance. In April 2024, Council implemented water restrictions. As part of the

approval of the irrigation restrictions, Council requested that Staff revisit the ordinance and work to modify some of the terminology. Accordingly, an updated Article VI is presented and removes several references to “Levels of drought condition” conditions to “Levels of water conservation”. Additionally, changes include an increase in levels of water conservation from 3 to 4. The most notable is the addition of Level 2 which provides for homes and property watering 3 days per week. All other levels either shifted down or stayed the same when evaluating watering levels.

The other notable change is the ability to disconnect service to Homeowner Associations in the instances that they fail to comply with water restrictions after formal notification. We experienced this several times in 2024 and effective enforcement was extremely difficult to navigate the process to issue citations.

As a foreshadowing, it is likely that in April a resolution will be presented to Council which would authorize implementation of Level 2 watering restrictions. The current administration believes using a resolution creates better awareness as well as better illustration of the constraints we have at our water treatment plant.

STRATEGIC PLAN ALIGNMENT:

- Organizational Excellence & Public Trust
  - *Strengthen public trust and confidence*
- Natural & Built Environment
  - *Invest in, enhance, and conserve our parks, open spaces, agricultural areas and natural environment*
- Quality Infrastructure & Facilities
  - *Ensure future viability of infrastructure and facilities*
  - *Repair and maintain existing infrastructure, facilities and equipment*

LEGAL ADVICE:

The Town Attorney drafted Ordinance 2025-266 as presented.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Approve Ordinance 2025-266 upon first reading.

SUGGESTED MOTIONS:

For Approval: I move to approve Ordinance No. 2025-266, as presented upon first reading.

For Denial: I move to deny Ordinance No. 2025-266, as presented upon first reading.

Reviewed and Approved for Presentation,

Town Manager

TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2025-266

AN ORDINANCE ADDING SECTION 13-10(g) TO THE JOHNSTOWN MUNICIPAL CODE CONCERNING ACCESS TO INDOOR WATER METERS AND REPEALING AND READOPTING ARTICLE VI OF CHAPTER 13 OF THE JOHNSTOWN MUNICIPAL CODE CONCERNING WATER CONSERVATION

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, Article I of Chapter 13 of the Johnstown Municipal Code contains general regulations concerning municipal utilities and Section 13-10 therein regulates the Town's right of entry onto property to access utilities; and

WHEREAS, Town staff recommends that the Town Council amend Section 13-10 to provide additional regulations concerning the Town's right to enter property to access indoor water meters and the ability of the Town to impose a fee if access is not granted in a reasonable time; and

WHEREAS, Article VI of Chapter 13 of the Johnstown Municipal Code regulates water conservation; and

WHEREAS, to conserve water, ensure a sufficient supply of potable water for the citizens of the Town and clarify processes and procedures concerning water conservation, Town staff recommends that the Town Council repeal and readopt Article VI of Chapter 13 of the Johnstown Municipal Code; and

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

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

Section 1. Section 13(g) is hereby added to Article I of Chapter 13 of the Johnstown Municipal Code and shall read as follows:

ARTICLE I General

Sec. 13-10. Right to Entry.

(g) Notwithstanding any other provision of this Section, authorized Town personnel shall have the right to enter property at all reasonable times, upon notice from the Town, for the purpose of maintenance, inspection, or replacement of indoor water meters. Customers are required to provide access to the indoor water meters within thirty (30) days of the Town's notice. If a customer fails to provide access within this timeframe, the Town may, at its discretion, assess a fee in the amount set forth by resolution of the Town Council in the Town Fee Schedule, which fee will be added to the monthly utility bill until access is granted.

Section 2. Article VI of Chapter 13 of the Johnstown Municipal Code is hereby repealed in full and re-adopted to read as follows:

ARTICLE VI Water Conservation

Sec. 13-150. General.

(a) The Town is considered a semi-arid climate receiving a minimal amount of rain annually and encourages water-wise applications to conserve valuable water resources.

(b) The Town Council may impose additional conservation restrictions or modifications to the conservation restrictions set forth herein.

(c) The Town Manager may, notwithstanding the regulations contained herein, provide appropriate measures for watering large areas, such as open space and parks by schools and homeowners associations.

Sec. 13-151. Levels of water conservation.

(a) There shall be four (4) separate levels of water conservation in the Town. The Town Council's determination as to the applicable conservation level may be based upon the following criteria: water delivery limitations placed on the Town by its raw water providers; snow pack and reservoir levels; generally available water supplies; peak water demand usage that may impact the Town's ability to provide adequate water supply and fire flows to the water distribution system; or any other relevant factor that affects the Town's available water supply. Unless Level 1 applies, the Town Council shall determine the water conservation level for a given time period by resolution.

(b) Level 1 shall be a normal period with standard conservation practices and shall be in effect without further action by the Town Council.

(1) Under Level 1, the following provisions shall apply:

a. It shall be unlawful for any person, or for the owner of any property to cause, permit or allow any person to irrigate, spray, sprinkle or otherwise apply water from the Town's treated water system to any lawn, garden or other outdoor vegetation, between the hours of 10:00 a.m. through 6:00 p.m.; and

b. No outdoor watering shall occur from November 1 through April 15, except that trees and shrubs may be watered by hand on a Saturday or Sunday.

(2) 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 Town's treated municipal water utility system; and
c. Watering by hand of outdoor vegetation or a community garden using a manually operated hose equipped with an automatic shut-off valve.

(c) Level 2 shall be a semi-moderate drought period.

(1) Under Level 2, it shall be unlawful for any person, or for the owner of any property to cause, permit or allow any person to irrigate, spray, sprinkle or otherwise apply water from the Town's water system to any lawn, garden or other outdoor vegetation, unless such usage complies with the following conservation methods:

a. Spray or sprinkle irrigation and hand-watering shall only occur on the property's designated watering day. The property's designated watering day shall be as follows:

i. Even addresses based on the last digit of the address of the property may only water on Tuesdays, Thursdays and Saturdays;

ii. Odd addresses based on the last digit of the address of the property may only water on Mondays, Wednesdays and Fridays;

iii. Homeowner associations may only water on Tuesdays, Thursdays and Saturdays; and

iv. The Town may only water Town owned parks on Monday, Wednesdays and Fridays.

b. Spray and sprinkle irrigation and hand-watering shall only occur between the hours of midnight to 10:00 a.m. and then from 6:00 p.m. to midnight on the property's designated watering day;

c. No water from the Town's treated water system shall be used for the purpose of washing sidewalks, driveways, patios or similar hardscapes;

d. Vehicles may be washed only on the property's designated watering day 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;

e. No outdoor watering shall occur from October 15 through April 15, except that trees and shrubs may be watered by hand on a Saturday or Sunday; and

f. Watering of newly planted grass shall only occur subject to a permit issued by the Town. The cost of the permit, if any, shall be the amount set forth by resolution of the Town Council in the Town Fee Schedule.

(2) The foregoing restrictions shall not apply to:

a. Irrigation of land used for commercial agriculture; and
b. Irrigation of land using non-potable water sources that do not directly apply water from the Town's treated municipal water utility system.

(d) Level 3 shall be a moderate drought period.

(1) Under Level 3, the Level 2 standards, restrictions and exemptions set forth above shall apply except that the property's designated watering day shall be as follows:

a. Even addresses based on the last digit of the address of the property may only water on Thursdays and Sundays;

b. Odd addresses based on the last digit of the address of the property may only water on Wednesdays and Saturdays; and

c. Homeowner associations may only water on Thursdays and Sundays; and

d. The Town may only water Town owned parks on Wednesdays and Saturdays.

(2) Under Level 3, only non potable water may be used for construction purposes.

(e) Level 4 shall be a severe drought period during which lawn irrigation shall be prohibited and other conditions and restrictions, if any, shall be set forth in a resolution adopted by the Town Council.

Sec. 13-152. Water waste.

(a) No person or property owner shall cause, allow or permit any water waste.

(b) Water waste is the intentional or negligent use of water which results in water being utilized in a wasteful or inefficient manner. Water waste includes, without limitation, the following:

(1) Water applied in any manner, rate or quantity such that runoff results from the landscaped area being watered and water runs onto public or private streets or into drainage or storm drainage facilities;

(2) Failure to repair or shut off any irrigation system that is malfunctioning within one hour; or

(3) Excessive use of water for any exempt activities set forth in this Article including, without limitation, vehicle washing.

(c) For purposes of this Article, excessive means more than the minimum reasonably necessary to accomplish the task.

Sec. 13-153. Conservation surcharge.

The Town Council may establish by resolution a temporary conservation surcharge for excessive water usage. Funds received from the surcharge shall be used solely for leasing or acquisition of water rights, the cost of enforcement of water conservations and water department operation and maintenance. This shall be a temporary surcharge and may last no longer than a single irrigation season. These charges shall be in addition to the charges imposed for water usage as otherwise provided in this Chapter.

Sec. 13-154. Penalty for violation.

(a) Any person alleged to have violated any of the provisions of this Article may be served a summons and complaint and be subject to the penalties set forth in Article IV of Chapter 1 of the Code.

(b) In addition to the foregoing, if a homeowner association violates the provisions of this Article, the Town may provide written notice of the violation to the registered agent of the homeowner association or to the president of the board of directors of the homeowner association providing that, if a subsequent violation occurs, the outdoor water service for the homeowner association will be disconnected and will only thereafter be reconnected after a written commitment from the homeowner association that the homeowner association will remain in compliance with this Article and payment of the reconnection fee in the amount set forth by resolution of the Town Council in the Town Fee Schedule.

Section 3. 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 4. 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 _____ day of _____, 2025.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By:_____ By:_____
Meghan Martinez, Town Clerk 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 _____, 2025.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By:_____ By:_____
Meghan Martinez, Town Clerk Michael P. Duncan, Mayor

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

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: March 3, 2025

SUBJECT: Public Hearing – First Reading Ordinance 2025-267: Insurance Benefits for Part-Time Employees and Elected Officials

ACTION PROPOSED: Consider Providing Part-Time Employees and Elected Officials with Insurance Benefits

ATTACHMENTS: 1. Ordinance 2025-267

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

During the budget work sessions Town Council engaged in conversation related to the insurance benefits that are offered to employees and Elected Officials of the Town. At the time of the budget discussion, Staff provided information that it was the current policy that health benefits were only provided to full-time employees. A deviation from this current policy is possible, but more importantly if Council wanted to make a change, it would send a positive and strong message to potential employees and elected officials considering running for office that we value our employees and more importantly we emulate one of our key strategic pillars that promotes Johnstown as an employer of choice that attracts dedicated team members who are passionate about Johnstown.

Based on the Town's Employee Handbook, part-time employees are qualified as individuals who work less than 30 hours per week. For the purposes of insurance coverage, part-time employee would need to work at least 20 hours per week. The primary benefits that are currently provided to part-time employees include some limited paid time off:

- In compliance with State Law, temporary and part-time employees accrue one hour of sick leave for every thirty hours worked up to a maximum of 48 hours per year.

- They are eligible for up to a maximum of 40 hours of vacation leave per year, accrued based on hours worked.
- They are eligible for holiday pay for any hours they are scheduled but unable to work due to the closure of Town offices.

For elected officials, the Town's Home Rule Charter (HRC) provides guidance and states the following:

Section 2.5 Johnstown Charter:
The Mayor and each Councilmember shall receive such salary and benefits as prescribed by ordinance. The salary of the Mayor or of any Councilmember shall not be increased or diminished during the term for which the Mayor or Councilmember has been elected. Subject to the Council's approval, the Mayor and Councilmembers may be reimbursed for the actual and necessary expenses incurred in the performance of the duties of office.

Interestingly, the HRC distinguishes between the terms salary and benefits and specifically calls out salary as a metric that does not increase or decrease during the selected term. This would allow a possible interpretation that benefits may be included at any time as prescribed by ordinance.

Currently, the Town offers full-time employees typical benefits that include health, dental, vision, and basic life insurance coverage. The Town offers three (3) health plans full-time employees can choose from and a single dental and vision plan for the employee. The health plans offered are the following types:

1. A standard PPO Plan
2. A PPO Select Plan focused on encouraging employees to choose preferred providers that offer lower costs (predominantly in the UC Health family of care); and
3. A High Deductible Plan that is coupled with a Health Savings Account (HSA). While the deductible is noticeably higher than a typical PPO plan, the Town provides a periodic financial stipend into the HSA to defray some of that extra expense.

The ordinance provided for your consideration would provide that part-time employees and elected officials can be provided access to benefits, but that the health benefit would only make available the most affordable or least expensive plan for the Town. Based on current costs of the various healthcare options, this would be the PPO Select Plan. Furthermore, if part-time or elected officials choose to enter into the health benefit, it is recommended that they pay double the premiums of full-time employees. The overall financial impact to the Town per individual that would elect this benefit if it is made available is approximately $9,850 annually.

All eligible part time employees and elected officials would be automatically covered by a nominal life insurance benefit regardless of their choice to participate in any other benefits coverage.

It is also important to note that if the Town Council does elect to provide this benefit, that it would also extend to the Library Employees as well, because they have previously chosen to be covered under the Town's plan and are bound by its plan rules.

STRATEGIC PLAN ALIGNMENT:

- Organizational Excellence & Public Trust
    - *Be an employer of choice that attracts dedicated team members, passionate about Johnstown*

LEGAL ADVICE:

The Town Attorney administered drafting Ordinance 2025-267.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Staff supports the approval of Ordinance 2025-267 for the value add it brings to our organization and commitment to our employees and elected officials.

SUGGESTED MOTIONS:

For Approval: I move to approve Ordinance 2025-267 as presented on first reading.

For Denial: I move to deny Ordinance 2025-267 as presented on first reading.

Reviewed and Approved for Presentation,

Town Manager

TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2025-267

AN ORDINANCE AUTHORIZING HEALTH, VISION, DENTAL AND LIFE INSURANCE BENEFITS FOR THE MAYOR, COUNCILMEMBERS AND PART-TIME EMPLOYEES AND ADDING SECTION 2-26 TO ARTICLE I OF CHAPTER 2 OF THE JOHNSTOWN MUNICIPAL CODE

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, during work sessions, the Town Council and the Town Manager discussed expanding the Town's health, vision, dental and life insurance benefits to include benefits for the Mayor, Councilmembers and part-time employees; and

WHEREAS, Section 2.5 of the Home Rule Charter of the Town of Johnstown, Colorado contemplates that the Mayor and Councilmembers may receive "benefits as prescribed by Ordinance;" and

WHEREAS, Article I of Chapter 2 of the Johnstown Municipal Code contains regulations concerning the Mayor and Councilmembers; and

WHEREAS, to authorize health, vision, dental and life insurance benefits for the Mayor and Councilmembers who elect to receive such benefits, the Town Council desires to add Section 2-26 to Article I of Chapter 2 of the Johnstown Municipal Code; and

WHEREAS, to attract and retain employees, the Town Council desires to authorize Town staff to offer part-time employees the option to participate in the Town's health, vision, dental and life insurance benefits; and

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

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

Section 1. Mayor and Councilmember Benefits. Section 2-26 is hereby added to Article I of Chapter 2 of the Johnstown Municipal Code and shall read as follows:

Sec. 2-26. Insurance Benefits.

The Mayor and Councilmembers may elect to receive health, vision, dental and life insurance benefits from the Town. The Town shall only offer the Mayor and Councilmembers the insurance benefits that are the most affordable to the Town, and the Mayor and Councilmembers who elect to receive the insurance benefits shall be required to pay premiums for the benefits in an amount equivalent to double the premiums paid by full-time employees for similar benefits on a schedule set by the Town Manager or the Town Manager's designee.

Section 2. Part-Time Employee Benefits. Town staff is hereby authorized to offer part-time employees the option to receive health, vision, dental and life insurance benefits from the Town.

Section 3. 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 4. 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 _____ day of _____, 2025.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By:_____ By:_____
Meghan Martinez, Town Clerk 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 _____, 2025.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By:_____ By:_____
Meghan Martinez, Town Clerk Michael P. Duncan, Mayor

Town of Johnstown

January 2025
Building Permit Statistics

Single Family Residential
Current Month: 53 Issued ytd: 53

Commercial
*New Building Issued ytd 1

Duplex	3-plex	4-plex	5-plex	6-plex	7-plex	Apartment Bldgs
0	0	0	0	0	0	0

Other Residential (basements/alterations/additions)
Issued ytd 89

Other Commercial * (tenant finish/alterations/additions)
Issued ytd 17

Fees collected at permit issuance	Residential YTD	Commercial YTD
Construction Valuation	$18,884,306.40	$3,729,218.00
Building permit fees	$178,632.88	$30,751.89
F&F or F&F Credit	$0.00	$0.00
Paving	$0.00	$0.00
Water Upgrade	$0.00	$0.00
Water & Sewer Reimbursement	$0.00	$0.00
Raw Water Development Fee	$408,915.00	$0.00
Water Meter	$32,825.00	$0.00
Water Tap	$464,883.00	$0.00
Sewer Tap	$605,345.00	$0.00
Regional Sewer Development fees	$142,500.00	$0.00
Sewer Inspection Fee	$6,500.00	$0.00
Park	$32,500.00	$0.00
Use Tax	$374,254.51	$30,253.01
Larimer Use Tax	$58,273.86	$5,865.52
Open Space Impact Fee	$90,589.00	$0.00
Library Impact Fee	$87,111.00	$0.00
Public Facilities Impact Fee	$120,547.00	$0.00
Police Facilities Impact Fee	$54,867.00	$0.00
Transportation Facilities Impact Fee	$210,735.00	$0.00
402 Interchange Fee	$14,433.00	$0.00
High Plains Blvd Reimbursement Fee	$0.00	$0.00
West Water Fee	$58,200.00	$0.00
Reinspection Fee	$1,850.00	$0.00
TOTAL FEES (YTD)	**$ 2,942,961.25**	**$66,870.42**

Building permits issued for individual dwelling units - 1991 to (date)

Single family, duplex, 3-plex, 4-plex, 5-plex, 6-plex, 7-plex*						
Year	**Issued**	**Month avg**		**Year**	**Issued**	**Month avg**
1961 - 90	165	0.0		2016	132	11.00
1991	2	0.17		2017	140	11.67
1992	5	0.42		2018	126	10.50
1993	7	0.75		2019	87	7.25
1994	47	3.92		2020	108	9.75
1995	106	8.83		2021	184	15.33
1996	145	12.00		2022	446	37.16
1997	143	11.92		2023*	411	41.10
1998	175	14..58		2024	526	43.84
1999	145	12.08		2025	53	53
2000	134	11.92				
2001	152	12.67		**TOTAL**	**6868**	
2002	262	21.92				
2003	284	24.17				
2004	331	27.67				
2005	375	31.33				
2006	180	15.75				
2007	160	133.42				
2008	97	8.00				
2009	89	7.42				
2010	124	10.33				
2011	184	15.34				
2012	310	25.84				
2013	378	31.50				
2014	272	22.67				
2015	162	13.50				

*Starting in 2023, number represents total number of units constructed including all single-family type structures. This number does not include apartments. Prior to 2023, the number represents single-family units only.

DISTRICT COURT, WATER DIVISION NO. 1 COLORADO Weld County Courthouse 901 9th Avenue P. O. Box 2038 Greeley, Colorado 80632 (970) 351-7300	DATE FILED February 20, 2025 11:13 AM CASE NUMBER: 2020CW3011
CONCERNING THE APPLICATION FOR WATER RIGHTS OF: **THE TOWN OF JOHNSTOWN** **IN LARIMER AND WELD COUNTIES**	▲ COURT USE ONLY ▲
	Case Number: 20CW3011 Ctrm/Div: _____

ORDER VACATING TRIAL

The Court having reviewed Applicant Town of Johnstown's Motion to Vacate Trial and finding good cause therein hereby finds that a trial in this matter is no longer necessary and VACATES the 10-day trial set to begin Monday February 24, 2025 and further VACATES all remaining deadlines related to said trial.

So ORDERED this 20th day of February 2025

BY THE COURT:

Todd Z. Taylor

Hon. Todd Taylor
Water Judge, Water Division 1

JHS 2025 Treasurer Report

JOHNSTOWN HISTORICAL SOCIETY		Jan-25	Y-T-D	2025 BUDGET	VARIANCE	NOTES
BEGINNING CHECKING BALANCE		$29,909.41				
INFLOWS	Donations / Sponsorships	$50.00	$50.00	*$4,000.00*	*-$3,950.00*	Cash donation from PH Jars
	Fundraising			*$300.00*	*-$300.00*	
	Collections Donations			*$500.00*	*-$500.00*	
	Grants					
	Interest - Investments	$61.91	$61.91	*$550.00*	*-$488.09*	Interest from FNBO CD
	Memberships			*$300.00*	*-$300.00*	
	Memorials					
	JHS Special Event Funding			*$5,000.00*	*-$5,000.00*	
	TOJ 1-time Cash Payment	$10,000.00	$10,000.00	*$10,000.00*	*$0.00*	TOJ - Check # 21758 (Amount per MOU)
	TOJ - Salaries Advancement	$71,150.00	$71,150.00	*$71,150.00*	*$0.00*	TOJ - Check # 21758 (Amount per MOU)
	Misc Income					
	Investments					
	T OJ (grant match)					
	TOJ (budget reimbursable)					
INFLOWS TOTAL		$81,261.91	$81,261.91	*$91,800.00*	*-$10,538.09*	
TOTAL AVAILABLE FUNDS		$111,171.32				
OUTFLOWS	Advertising	$50.00	$50.00	*$1,000.00*	*$950.00*	J-Town Breeze
	Buildings/Grounds	$29.80	$29.80	*$250.00*	*$220.20*	Xmas Decorations on sale
	Collections			*$1,600.00*	*$1,600.00*	$1K of total 2025 Budget allocated on CD-$600 Remaining
	Computer Expenses					
	Equipment & Furniture				*$0.00*	
	Fundraising	$50.00	$50.00		*-$50.00*	Alexis Quesada (check cancelled from Meteorite Art)
	Insurance, Bldg. Contents			*$2,750.00*	*$2,750.00*	
	Investments					
	Internet/Telephone					
	Legal Fees/Consulting Fees					
	Licenses/Memberships					
	Memorial Recognitions					
	Miscellaneous			*$500.00*	*$500.00*	
	Postage			*$100.00*	*$100.00*	
	Programming/Gifts			*$200.00*	*$200.00*	
	Salaries - Parish House			*$71,150.00*	*$71,150.00*	
	Web Page Support					Plan is to have 100% of this reimbursed by TOJ
	Service Agreements/Filings	$25.00	$25.00	*$750.00*	*$725.00*	Colorado S.O.S. for Annual Periodical Report
	Subscriptions, Periodicals					
	Supplies, Janitorial			*$500.00*	*$500.00*	
	TOJ Special Event Expeditures			*$5,000.00*	*$5,000.00*	
	JHS Independence Expenses			*$8,000.00*	*$8,000.00*	
	Grant Payments					
OUTFLOWS TOTAL		$154.80	$154.80	$91,800.00	*$91,645.20*	
Collections CD Allocaton		$1,000.00				
JHS CD Allocation		$14,234.64				
Ending Balance JHS Grant		$818.59				
JHS Ending Checking Account		**$94,963.29**				
Total Ending Balance - All Accounts		**$111,016.52**				

Proposed JHS 2025 Budget

JOHNSTOWN HISTORICAL SOCIETY		2025 Proposed BUDGET	NOTES Regarding 2025 Budget Proposal
INFLOWS	Donations/Sponsorship	$ 4,000.00	
	Collections Donations	$ 500.00	
	Fundraising	$ 300.00	Assuming no quilt show nor paid cemetery crawl
	Interest Accured thru Investments	$ 550.00	Interest on CD - 3.5% estimated annual return
	Memberships	$ 300.00	15 New Memberships @ $20 each average
	Memorials		
	JHS Special Event Fund Raising		
	Miscellaneous Income	$ -	
	TOJ Special Event Funding	$ 5,000.00	Seed money from TOJ for Semiquincentennial 2026 event
	TOJ - 1-time cash payment	$ 10,000.00	One time cash payment from TOJ - purpose is to enhance JHS ability to operate independently
	TOJ - Salaries advancement	$ 71,150.00	Estimated number included in MOU - 1 full time & 2 part time employees
	T OJ (grant match)	$ -	Assuming No Grant
	State of Colorado Grant 75%	$ -	Assuming No Grant
INFLOWS TOTAL			
TOTAL INCOMING		**$ 91,800.00**	
OUTFLOWS	Advertising, Marketing	$ 1,000.00	$600 J-town Breeze - Balance to promote and establish JHS presense in Johnstown
	Buildings/Grounds	$ 250.00	Hand tools, spring flowers, etc
	Collections	$ 1,600.00	Remaining Budget carried over from 2024
	Computer Expenses		
	Equipment & Furniture		
	Fundraising	$ -	
	Insurance, Bldg. Contents	$ 2,750.00	Directors Liability and PH contents Insurance policy $2.5K in 2024 plus 10% expected increase
	Investments		
	Internet/Telephone		
	Legal Fees/Consulting Fees		
	Licenses/Memberships		
	Memorial Recognitions		
	Miscellaneous	$ 500.00	Unplanned expenditures
	Postage	$ 100.00	
	Programming/Gifts	$ 200.00	
	Salaries	$ 71,150.00	Estimated number included in MOU - 1 full time & 2 part time employees
	Security/Alarm		
	Service Agreements	$ 750.00	Past Perfect
	Subscriptions, Periodicals		
	Supplies, Janitorial	$ 500.00	Printer cartridges, trash bags, printer paper, cleaning supplies, paper towels, TP, etc.
	TOJ Special Event Expenditures	$ 5,000.00	2026 Semiquincentennial celebration planning
	Web Page Support	$ -	TOJ to pick up or reimburse for Wired Impact Expenses - $2,650 per year
	JHS Indepedence Investments	$ 8,000.00	Expenses associated with $10K investment from TOJ for JHS to more operate independently
	Grant Payments	$ -	No grant activity in 2025
Total Outflows		**$ 91,800.00**	
Value of CD investment at end of 2024		***$ 15,172.73***	
Balance JHS Grant Account at end of 2024		***$ 818.59***	
JHS Ending Balance at end of 2024		***$ 13,918.09***	
Total Cash / Investments on hand end of 2024		***$ 29,909.41***	