



450 S. Parish Avenue
Johnstown, CO 80534
970-587-4664
JohnstownCO.gov

Town Council Regular Meeting
450 S. Parish, Johnstown, CO
Monday, June 16, 2025 @ 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. Proclamation Honoring Jerry and Cheryl Johnson

Public Comment

Consent Agenda

2. June 2, 2025 Town Council Meeting Minutes
3. May 2025 Financials
4. Water and Sewer Service Agreement for The Ridge Apartments Phase 2
5. Resolution 2025-17 Supporting the application for a Safe Streets and Roads For All (SS4A) grant from the U.S. Department of Transportation
6. Application for Fractional Water Share Sale
7. Water Service Dedication for the Town of Johnstown Development Services Building

Town Manager's Report

Old Business

New Business

8. First Amendment to Site Development and Improvement Agreement for Town of Johnstown (Roosevelt High School)

Public Hearing

9. Consideration of a New Hotel and Restaurant Liquor License for Johnstown Izakaya, LLC dba Koi Ramen and Sushi
10. Ordinance 2025-271 109 S. Parish Ave. Change of Zone Request for Zoning Case No. ZON24-0003
11. Ordinance 2025-272: An Ordinance Amending Section 2-154 of the Johnstown Municipal Code Designating the Deputy Town Manager as Successor to the Town Manager During a Disaster Emergency

Informational Items

12. Informational Items

Council Reports and Comments

Mayor's Comments

Executive Session

13. An executive session to discuss the purchase of real property pursuant to C.R.S. Section 24-6-402(4)(a).
14. An executive session to discuss matters subject to negotiations and to instruct negotiators pursuant to C.R.S. Section 24-6-402(4)(e) regarding annexation of private property.

Adjournment

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.

THE COMMUNITY THAT CARES



PROCLAMATION

Recognizing Jerry and Cheryl Johnson for their Dedication to Keeping Johnstown Beautiful

- WHEREAS,** a clean, safe, and beautiful community benefits all residents and reflects the pride of its people; and
- WHEREAS,** Jerry and Cheryl Johnson have made it their personal mission to walk through our community each day, not only for their own health and well-being, but with the purposeful intent of picking up litter and debris along the way; and
- WHEREAS,** their quiet yet impactful acts of service demonstrate true civic pride and a strong commitment to enhancing the appearance and quality of life in our neighborhoods; and
- WHEREAS,** Jerry and Cheryl's consistent efforts serve as a shining example of environmental stewardship and inspire others to take personal responsibility in caring for shared public spaces; and
- WHEREAS,** the Town of Johnstown recognizes that volunteerism, in all its forms, is the backbone of a thriving and connected community;

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

We, the Mayor and Town Council of the Town of Johnstown, Colorado, honor and commend Jerry and Cheryl Johnson for their outstanding dedication to keeping our community clean and beautiful, and encourage all residents to follow their example in contributing to the betterment of our shared environment.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Town of Johnstown to be affixed this 16th day of June 2025.

By: _____
Michael P. Duncan, Mayor



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Johnstown, CO 80534
970.587.4664
JohnstownCO.gov

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO

Monday, June 2, 2025

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
Mayor Duncan
Mayor Pro Tem Young
Councilmember Molinar
Councilmember Paranto

Absent:

Councilmember Berg

AGENDA APPROVAL

Mayor Duncan noted that Item #8 would be moved to the consent agenda.

Motion by Mayor Duncan and seconded by Councilmember Menzies to approve the amended agenda.

Upon vote, the motion passed unanimously.

SPECIAL PRESENTATIONS

New Employee Introductions:

The Community that Cares

Water Treatment Superintendent John Ferguson introduced Josh Zeller the Town's new Water Treatment Operator I.

Planning and Development Director introduced JT Stewart the Town's new Planner III.

Mayor Duncan took a moment to welcome Mia Oakley a new member of the Johnstown Breeze.

PUBLIC COMMENT

Angie Swanson, 324 Maestas Street asked about the status of improvements to the Colony neighborhood. She also would like an update on the termite situation. In addition, she asked for the purpose of neighborhood meetings and would like to know when comments are allowed from residents on projects.

David Burke, 556 Columbia Street, thanked Council for the trailway. He also thanked Mr. LeCerf. He asked about the Overlook neighborhood and the use of native grass and sod to areas.

Town Clerk Meghan Martinez read into the record comments received from Shawn York, 301 McGregor Lane, regarding the weeds on the Purvis Property.

CONSENT AGENDA

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

- May 5, 2025 Town Council Meeting Minutes
- List of Bills
- April 2025 Financials and Sales Tax Summaries Q1 2025
- Resolution 2025-16 Approving an Annual Amendment to the 2024 Asphalt Patching Project Agreement for the 2025 Asphalt Patching Project
- Resolution 2025-15: Resolution Extending the Moratorium on the Town of Johnstown's Acceptance of the Dedication of Consolidated Home Supply Ditch & Reservoir Company Water Shares Adjudicated for Municipal Use In District Court, Water Division No. 1, Case No. 20CW3011, and the Dedication of Water Shares That Have Not Been Adjudicated for Municipal Use to July 21, 2025

Upon vote, motion passed unanimously.

TOWN MANAGER REPORT

Deputy Town Manager Mitzi McCoy provided a written report.

NEW BUSINESS

Resolution 2025-14 Amending the Rules and Regulations and Amended Fees for the Johnstown Cemetery: Town Clerk Meghan Martinez presented the proposed changes recommended by the Cemetery Committee.

Motion by Mayor Pro Tem Young and seconded by Councilmember Morris to approve Resolution 2025-14. Upon vote, the motion passed unanimously.

Memorandum of Understanding between the Town of Johnstown and the Thompson Rivers Park and Recreation District: Deputy Town Manager Mitzi McCoy presented.

Motion by Councilmember Molinar and seconded by Councilmember Paranto to approve and authorize the Town Manager to execute the Memorandum of Understanding between the Town of Johnstown and the Thompson Rivers Park and Recreation District as presented.

Upon vote, motion passed unanimously.

Intersection Agreement Concerning Roundabout at Roosevelt Parkway and Colorado Boulevard: Deputy Town Manager Mitzi McCoy presented the proposed agreement.

Motion by Councilmember Menzies and seconded by Councilmember Paranto to approve the Intersection Agreement concerning Roundabout at Roosevelt Parkway and Colorado Boulevard and Authorize the Town Manager to sign the Agreement as presented.

Upon vote, motion passed unanimously.

Award Contract for Construction of the Town of Johnstown Development Services Building: Planning and Development Director Jeremy Gleim presented the proposed contract.

Motion by Councilmember Morris and seconded by Councilmember Molinar to approve awarding the construction contract to Sampson Construction Co., Inc. for the construction of the Town of Johnstown Development Services Building, at a GMP cost of \$5,227,188, and authorize an additional 10% contingency for unforeseen and miscellaneous construction expenses encountered on the project, to be distributed at the Town Manager's discretion.

Upon vote, motion passed unanimously.

COUNCIL REPORTS AND COMMENTS

Councilmember Paranto: Nothing at this time.

Councilmember Morris: She reminded everyone that BBQ Day is Saturday and reminded citizens that it is always the first Saturday in June. She also attended the CML Spring Outreach meeting,

Councilmember Molinar: Nothing at this time.

Councilmember Menzies: Nothing at this time.

Mayor Pro Tem Young: The Library has launched the summer reading program and already has 1500 readers signed up.

MAYOR'S COMMENTS

Mayor Duncan: He mentioned PRIDE month and that everyone in the Town of Johnstown matters. He also acknowledged PTSD awareness month; the community stands with you. He also mentioned the VFW Post and that a new facility is needed in the community. Lastly, he addressed the recent tragedy in Boulder and spoke of Johnstown's commitment to protecting and empowering the community to support and protect one another.

ADJOURNMENT

There being no further business for the Town Council, Mayor Duncan adjourned the meeting at 8:07 p.m.

Approved by Town Council:

Michael P. Duncan, Mayor

Attest:

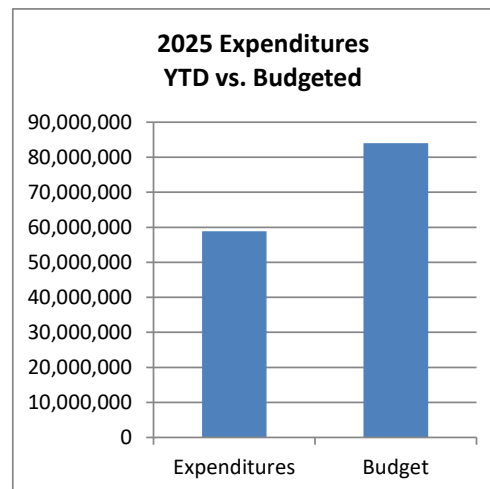
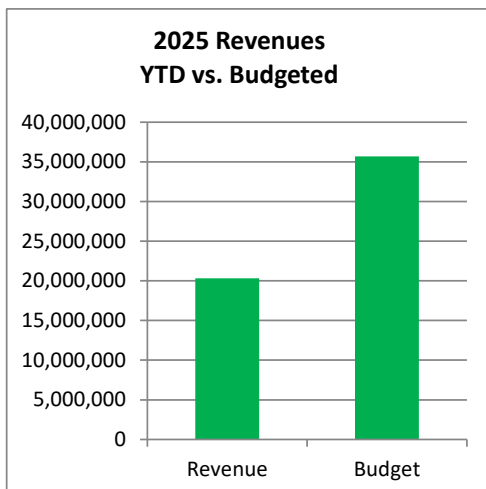
Meghan C. Martinez, MMC, Town Clerk

Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - General Fund
Period Ending May 31, 2025
Unaudited

General Fund	2025 Actuals May	2025 Adopted Budget	% Complete
Beginning Fund Balance*	84,695,137	84,695,137	
<u>Revenues:</u>			
Taxes & Fees	16,123,306	31,531,138	51.1%
Licenses & Permits	1,705,799	2,541,100	67.1%
Fines & Forfeitures	101,144	275,000	36.8%
Intergovernmental	121,713	50,000	243.4%
Earnings on Investment	1,532,623	900,000	170.3%
Miscellaneous Revenue	724,176	400,000	181.0%
<i>Transfers In</i>	-	-	
Total Operating Revenues	20,308,761	35,697,238	56.9%
<u>Expenditures:</u>			
Legislative	264,413	3,426,660	7.7%
Town Manager	727,706	3,074,535	23.7%
Town Clerk	251,023	671,200	37.4%
Events	24,145	326,120	7.4%
Finance	396,476	997,330	39.8%
Planning	418,283	1,217,345	34.4%
Reimbursements	98,431	350,000	28.1%
Engineering	384,068	1,238,540	31.0%
Police	4,029,845	10,441,960	38.6%
Public Works	277,127	885,100	31.3%
Buildings	276,511	5,394,200	5.1%
<i>Transfers Out</i>	51,722,459	55,978,124	92.4%
Total Expenditures	58,870,487	84,001,114	70.1%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	(38,561,725)	(48,303,876)	
Prior Period Adjustment			
Ending Fund Balance*	46,133,412	36,391,261	

* - Unaudited

41% of the fiscal year has elapsed

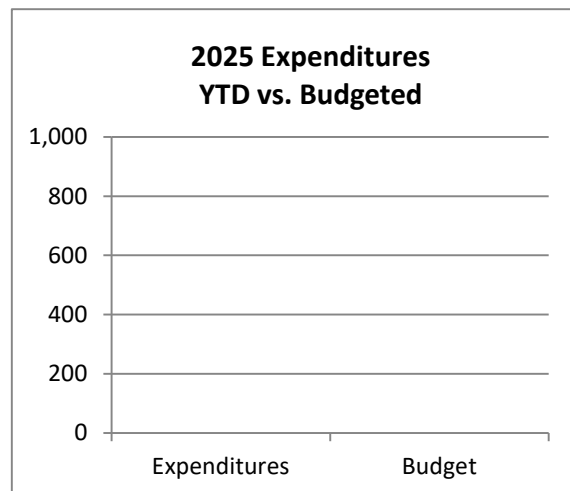
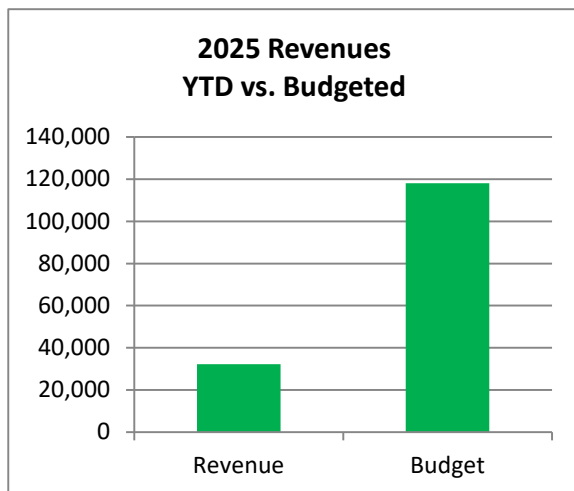


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Conservation Trust Fund
Period Ending May 31, 2025
Unaudited

Conservation Trust Fund	2025 Actuals May	2025 Adopted Budget	%
			Complete
Beginning Fund Balance*	25,540	25,540	
<u>Revenues:</u>			
Intergovernmental	29,199	115,000	25.4%
Earnings on Investment	3,068	3,000	102.3%
Transfers In	-	-	
Total Operating Revenues	32,266	118,000	27.3%
<u>Expenditures:</u>			
Operations	-	-	
Capital Outlay	-	-	
Transfers Out	-	-	
Total Expenditures	-	-	
Excess (Deficiency) of Revenues and Other Sources over Expenditures			
	32,266	118,000	
Ending Fund Balance*			
	57,806	143,540	

* - Unaudited

41% of the fiscal year has elapsed

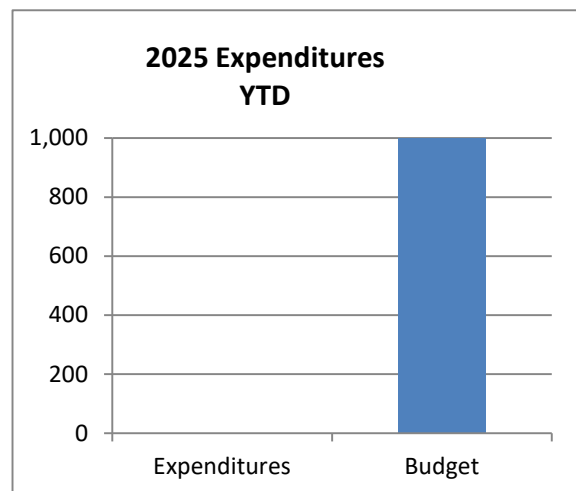
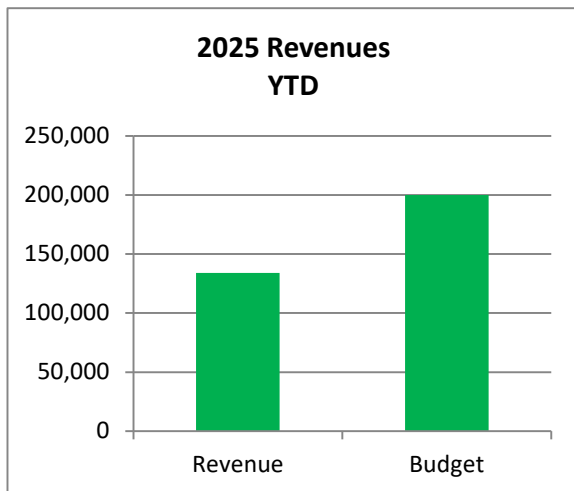


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Arts and Culture Fund
Period Ending May 31, 2025
Unaudited

	2025 Actuals May	2025 Adopted Budget	% Complete
Arts & Culture Fund			
Beginning Fund Balance*	430,126	430,126	
<u>Revenues:</u>			
Intergovernmental	131,653	200,000	65.8%
Earnings on Investment	2,377		
Total Operating Revenues	134,030	200,000	
<u>Expenditures:</u>			
Operations	-	-	
Capital Outlay	-	150,000	0.0%
Total Expenditures	-	150,000	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	134,030	50,000	
Ending Fund Balance*	564,156	480,126	

* - Unaudited

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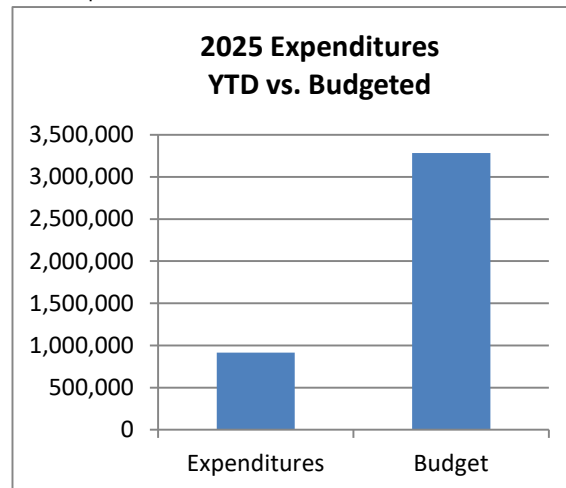
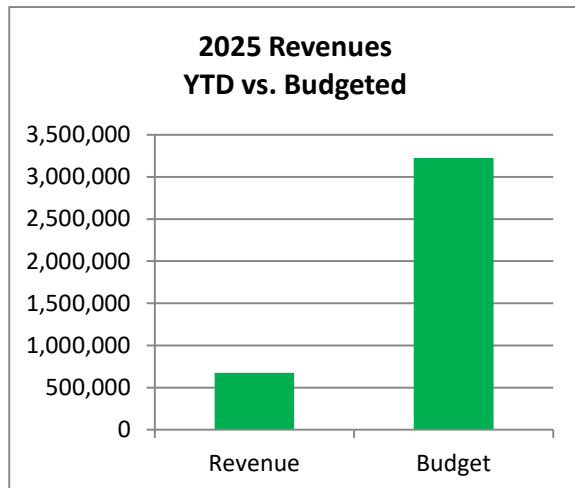


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Parks and Open Space Fund
Period Ending May 31, 2025
Unaudited

	2025 Actuals May	2025 Adopted Budget	% Complete
Parks and Open Space Fund			
Beginning Fund Balance*	8,760,894	8,760,894	
<u>Revenues:</u>			
Taxes & Fees	568,995	968,482	58.8%
License & Permit	665	500	133.0%
Earnings on Investment	58,360	75,000	77.8%
Miscellaneous Revenue	48,690	40,000	121.7%
<i>Transfers In</i>	0	2,140,000	0.0%
Total Operating Revenues	676,710	3,223,982	21.0%
<u>Expenditures:</u>			
Operations	451,966	1,272,140	35.5%
Capital Outlay	461,586	2,011,600	22.9%
<i>Transfers Out</i>	-	-	
Total Expenditures	913,553	3,283,740	27.8%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	(236,843)	(59,758)	
Ending Fund Balance*	8,524,051	8,701,136	

* - Unaudited

41% of the fiscal year has elapsed

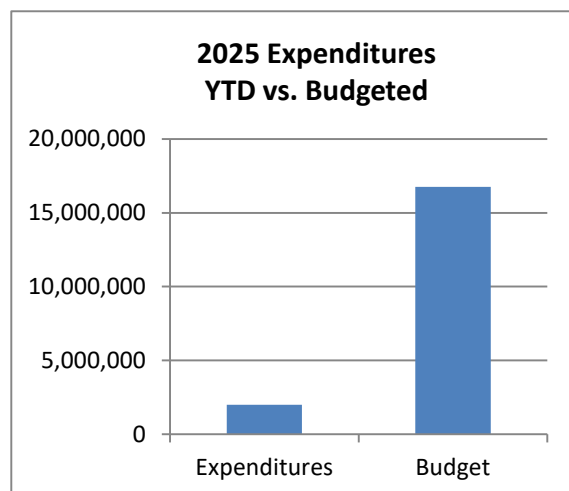
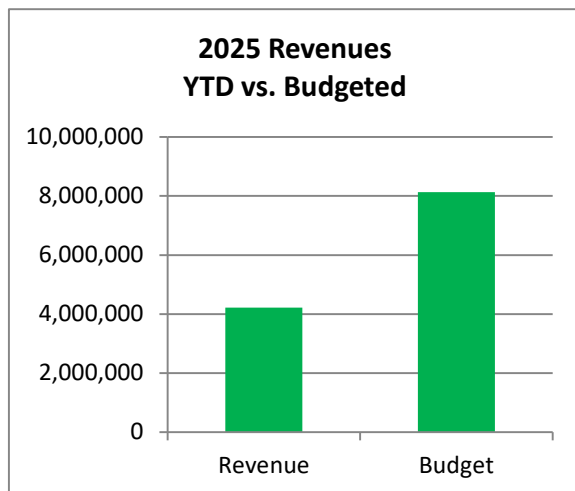


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Street and Alley Fund
Period Ending May 31, 2025
Unaudited

Street and Alley Fund	2025 Actuals May	2025 Adopted Budget	% Complete
Beginning Fund Balance*	26,672,762	26,672,762	
<u>Revenues:</u>			
Taxes & Fees	2,329,579	5,603,000	41.6%
Intergovernmental	93,727	130,000	72.1%
Charges for Services	484,577	1,050,000	46.2%
Capital Investment Fees	848,209	1,020,940	83.1%
Earnings on Investment	455,488	100,000	455.5%
Miscellaneous Revenues	10,628	225,000	4.7%
Tranfers In	-	-	
Total Operating Revenues	4,222,207	8,128,940	51.9%
<u>Expenditures:</u>			
Operations & Maintenance	1,159,760	5,875,260	19.7%
Capital	828,572	10,889,500	7.6%
Total Expenditures	1,988,332	16,764,760	11.9%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	2,233,875	(8,635,820)	
Ending Fund Balance*	28,906,637	18,036,942	

* - Unaudited

41% of the fiscal year has elapsed

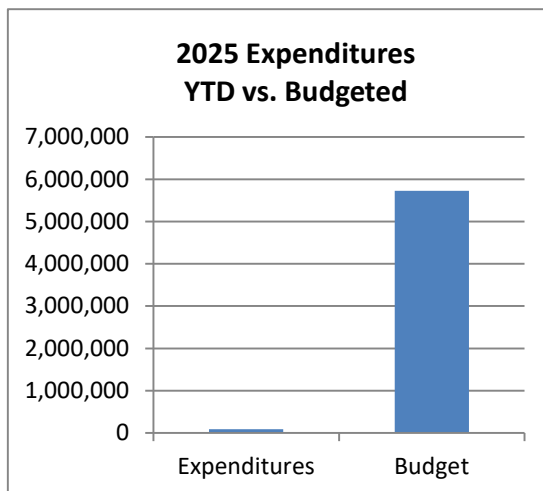
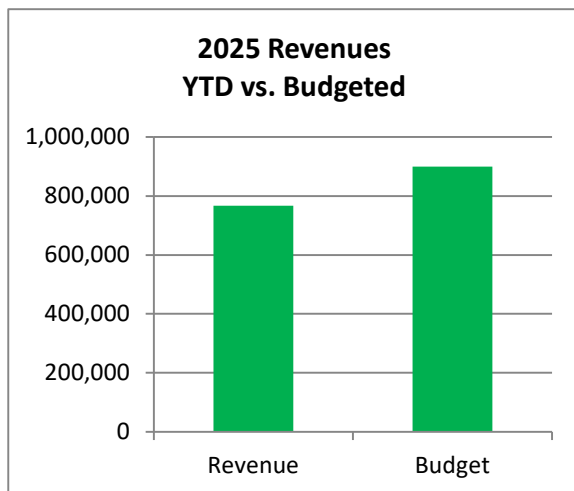


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Capital Projects Fund
Period Ending May 31, 2025
Unaudited

	2025 Actuals May	2025 Adopted Budget	% Complete
Capital Projects Fund			
Beginning Fund Balance*	13,154,908	13,154,908	
<u>Revenues:</u>			
Taxes and Fees	634,676	850,000	74.7%
Miscellaneous Revenue	-	-	
Interest	132,486	100,000	132.5%
<i>Transfers In</i>	-	(50,000)	0.0%
Total Operating Revenues	767,162	900,000	85.2%
<u>Expenditures:</u>			
Capital Outlay	91,024	5,723,000	
<i>Transfers Out</i>	-	-	
Total Expenditures	91,024	5,723,000	1.6%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	676,138	(4,823,000)	
Ending Fund Balance*	13,831,046	8,331,908	

* - Unaudited

41% of the fiscal year has elapsed

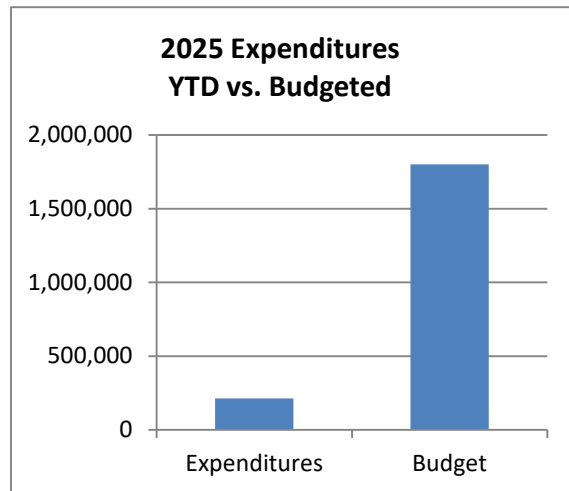
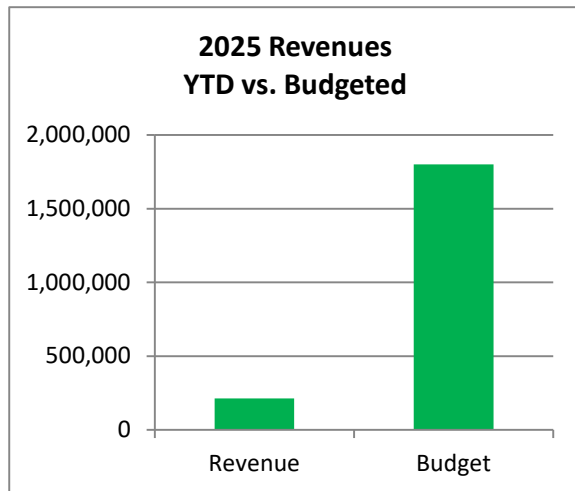


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Tax Allocation Fund
Period Ending May 31, 2025
Unaudited

Tax Allocation Fund	2025 Actuals May	2025 Adopted Budget	% Complete
Beginning Fund Balance*	41,435	41,435	
<u>Revenues:</u>			
Taxes & Fees	212,404	1,800,000	11.8%
Earnings on Investment	-	-	
Total Operating Revenues	212,404	1,800,000	11.8%
<u>Expenditures:</u>			
Miscellaneous	212,404	1,800,000	11.8%
Total Expenditures	212,404	1,800,000	11.8%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	-	-	
Ending Fund Balance*	41,435	41,435	

* - Unaudited

41% of the fiscal year has elapsed

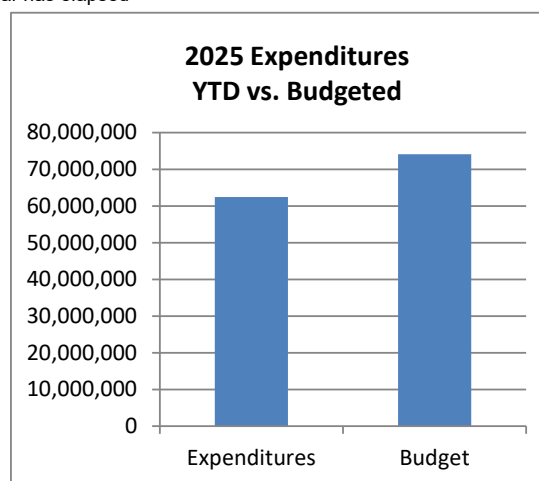
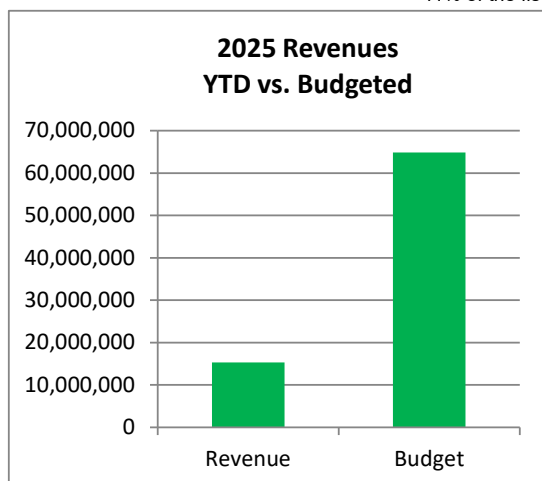


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Water Fund
Period Ending May 31, 2025
Unaudited

Water Fund	2025 Actuals May	2025 Adopted Budget	%
			Complete
Beginning Cash Balance*	102,695,349	102,695,349	
<u>Revenues:</u>			
Charges for Services	3,279,943	7,815,000	42.0%
Total Operating Revenues	3,279,943	7,815,000	42.0%
<u>Expenses:</u>			
Administration	93,586	358,050	26.1%
Operations	2,031,221	4,895,920	41.5%
Capital Outlay	7,585,054	62,859,000	12.1%
Depreciation	450,727	1,200,000	37.6%
Debt Service	1,616,500	4,790,750	33.7%
Total Operating Expenses	11,777,088	74,103,720	15.9%
Operating Income (Loss)	(8,497,145)	(66,288,720)	
<u>Non-Operating Revenues (Expenses)</u>			
Tap Fees	1,755,399	2,230,000	78.7%
Capital Investment Fees	1,705,718	2,125,000	80.3%
Misc. Revenues	7,159,135	791,250	904.8%
Interest	1,437,567	1,200,000	119.8%
Transfers In/(Out)	50,700,000	50,700,000	100.0%
Total Non-Operating Revenues (Expenses)	62,757,819	57,046,250	110.0%
Excess (Deficiency) of Revenues and Other Sources over Expenses	54,260,674	(9,242,470)	
Ending Cash Balance*	156,956,023	\$ 93,452,879	

* - Unaudited

41% of the fiscal year has elapsed

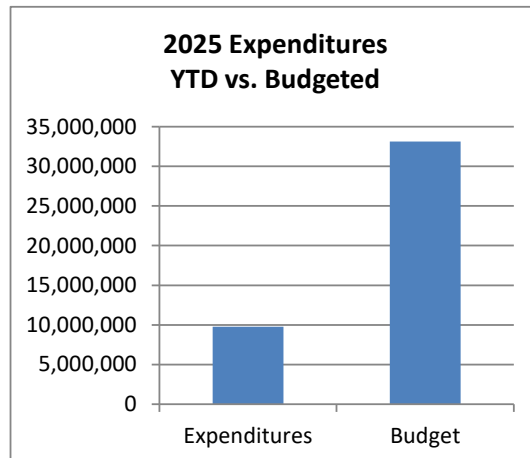
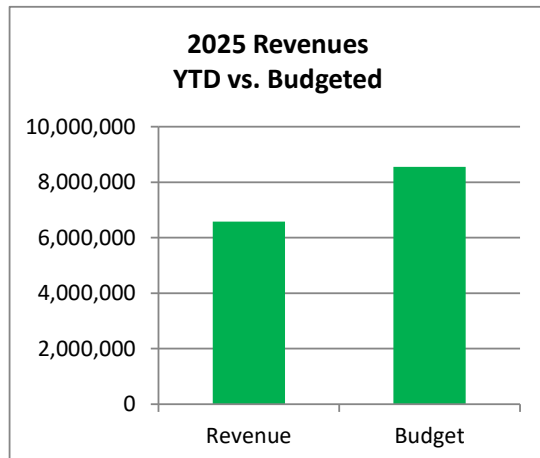


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Sewer Fund
Period Ending May 31, 2025
Unaudited

Sewer Fund	2025 Actuals May	2025 Adopted Budget	% Complete
Beginning Cash Balance*	52,274,698	52,274,698	
<u>Revenues:</u>			
Charges for Services	2,271,869	4,364,250	52.1%
Total Operating Revenues	2,271,869	4,364,250	52.1%
<u>Expenses:</u>			
Administration	82,500	266,900	30.9%
Operations	951,867	2,871,200	33.2%
Capital Outlay	7,471,716	25,814,000	28.9%
Depreciation	316,529	1,400,000	22.6%
Debt Service	934,950	2,769,900	33.8%
	-	-	
Total Operating Expenses	9,757,563	33,122,000	29.5%
Operating Income (Loss)	(7,485,694)	(28,757,750)	
<u>Non-Operating Revenues (Expenses)</u>			
Capital Improvement Fees	3,337,430	3,860,213	86.5%
Misc. Revenues	436	25,000	1.7%
Interest	970,402	1,300,000	74.6%
Transfers In/(Out)	-	(1,000,000)	
Total Non-Operating Revenues (Expenses)	4,308,268	4,185,213	102.9%
Excess (Deficiency) of Revenues and Other Sources over Expenses	(3,177,426)	(24,572,537)	
Ending Cash Balance*	49,097,272	27,702,161	

* - Unaudited

41% of the fiscal year has elapsed

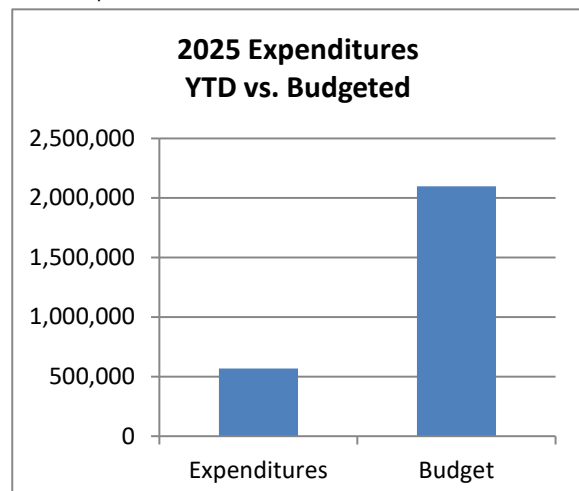
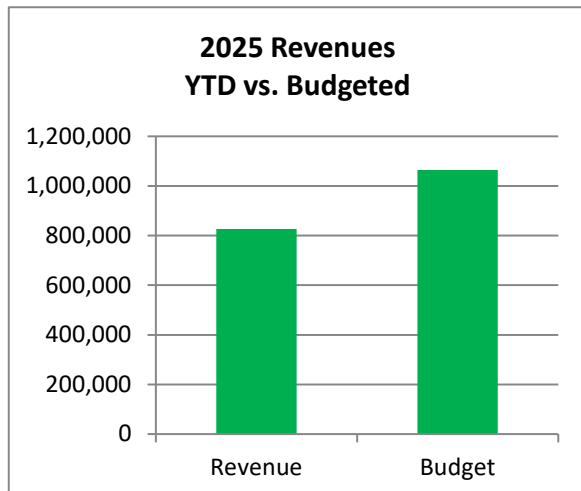


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Drainage Fund
Period Ending May 31, 2025
Unaudited

Drainage Fund	2025 Actuals May	2025 Adopted Budget	% Complete
Beginning Cash Balance*	4,852,055	4,852,055	
<u>Revenues:</u>			
Charges for Services	256,138	560,000	45.7%
Total Operating Revenues	256,138	560,000	45.7%
<u>Expenses:</u>			
Administration	49,976	96,550	51.8%
Operations	117,055	747,900	15.7%
Capital Improvements	402,016	1,254,200	32.1%
Transfer Out	-	-	
Total Operating Expenses	569,048	2,098,650	27.1%
Operating Income (Loss)	(312,910)	(1,538,650)	
<u>Non-Operating Revenues (Expenses)</u>			
Capital Revenues	421,607	250,000	168.6%
Misc. Revenues	100,472	228,780	43.9%
Interest	48,619	25,000	194.5%
Total Non-Operating Revenues (Expenses)	570,698	503,780	113.3%
Excess (Deficiency) of Revenues and Other Sources over Expenses	257,788	(1,034,870)	
Ending Cash Balance*	5,109,843	3,817,185	

* - Unaudited

41% of the fiscal year has elapsed

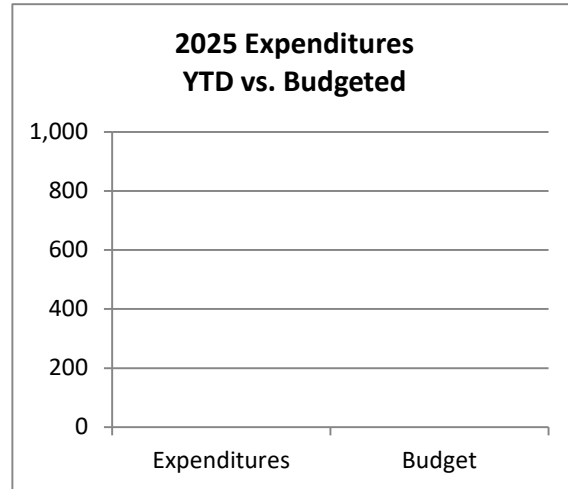
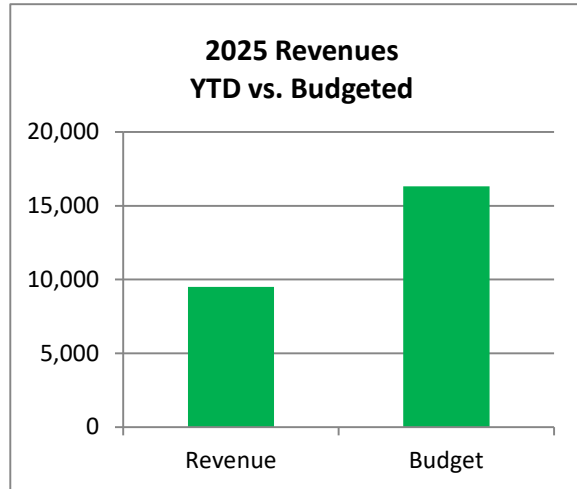


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Cemetery Perpetual Fund
Period Ending May 31, 2025
Unaudited

Cemetery Perpetual Fund	2025 Actuals May	2025 Adopted Budget	% Complete
Beginning Fund Balance*	207,231	207,231	
<u>Revenues:</u>			
Miscellaneous Revenue	7,110	12,560	56.6%
Earnings on Investment	2,403	3,750	64.1%
Total Operating Revenues	9,513	16,310	58.3%
<u>Expenditures:</u>			
Operations & Maintenance	-	-	
Capital Outlay	-	-	
Transfers Out	-	-	
Total Expenditures	-	-	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	9,513	16,310	
Ending Fund Balance*	216,744	223,541	

* - Unaudited

41% of the fiscal year has elapsed

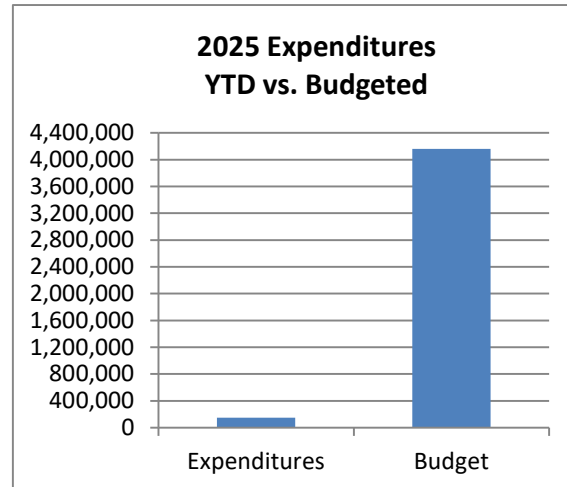
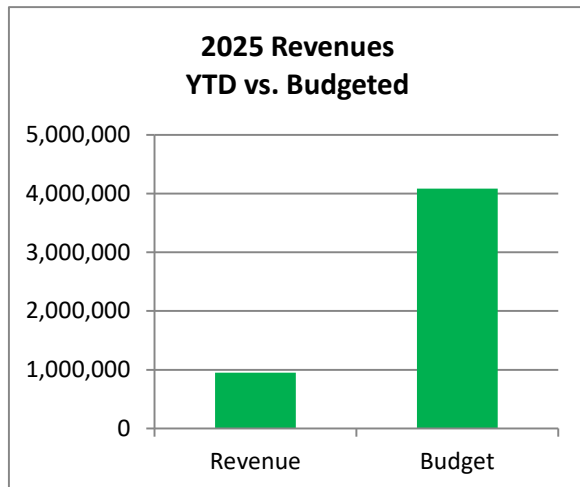


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Library Fund
Period Ending May 31, 2025
Unaudited

Library Fund	2025 Actuals May	2025 Adopted Budget	% Complete
Beginning Fund Balance*	14,065,172	14,065,172	
<u>Revenues:</u>			
Intergovernmental	160,827	1,375,300	11.7%
Miscellaneous Revenue	1,557	13,500	11.5%
Capital Investment Fees	330,735	373,950	88.4%
Interest	53,604	500,000	10.7%
<i>Transfers In</i>	403,880	1,823,124	22.2%
Total Operating Revenues	950,603	4,085,874	23.3%
<u>Expenditures:</u>			
Operations	149,409	4,159,000	3.6%
Capital Outlay	-	-	
Total Expenditures	149,409	4,159,000	3.6%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	801,194	(73,126)	
Ending Fund Balance*	14,866,366	13,992,046	

* - Unaudited

41% of the fiscal year has elapsed

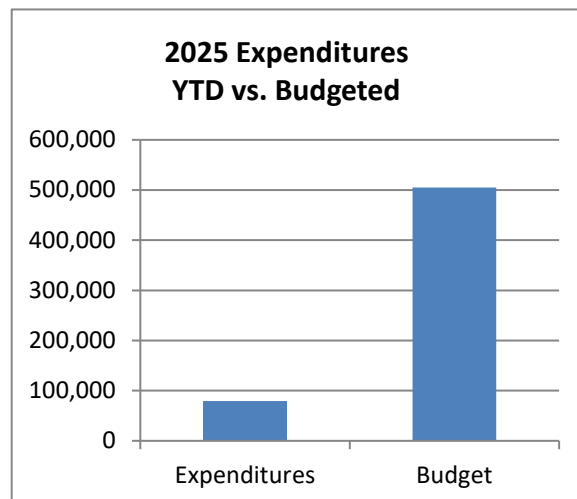
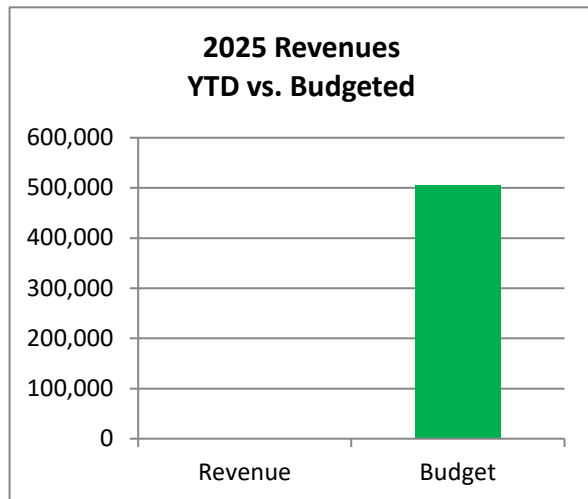


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Recreation Center Fund
Period Ending May 31, 2025
Unaudited

Recreation Center Fund	2025 Actuals May	2025 Adopted Budget	% Complete
Beginning Fund Balance*	239,367	239,367	
<u>Revenues:</u>			
State Grants	-	0	
Transfers In	-	505,000	0.0%
Earnings on Investment	-	-	
Total Operating Revenues	-	505,000	
<u>Expenditures:</u>			
Operations & Maintenance	79,345	505,000	15.7%
Capital Outlay	-	-	
Total Expenditures	79,345	505,000	15.7%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	(79,345)	-	
Ending Fund Balance*	160,022	239,367	

* - Unaudited

41% of the fiscal year has elapsed





450 S. Parish Avenue
Johnstown, CO 80534
970-587-4664
JohnstownCO.gov

Town Council Consent Agenda Communication

Agenda Date: June 16, 2025

Subject: Water and Sewer Service Agreement for The Ridge Apartments Phase 2

Attachments: 1. Water and Sewer Service Agreement

Presented by: Jeremy Gleim, Planning and Development Director

Agenda Item Description:

In compliance with the Town Water Rights Dedication Ordinance, Chapter 13, Sections 13-61 through 13-72, inclusive, of the Johnstown Municipal Code, as amended, ("Ordinance"), the Developer has submitted to the Town a preliminary water demand analysis for the Project dated January 4, 2024. Said analysis was received by the Town and is on file with the Town and as modified by the Town's Water Engineer by Memorandum dated January 5, 2024, is hereby accepted by the Town as to the irrigation water demands. The analysis sets forth the projected water demands for the Project as follows:

Development Component	Demand (AF/YR)	Consumption (AF/YR)
In-building	48.72	2.44
Irrigation	0	0
Total water use	48.72	2.44

The subject property is being developed as an apartment complex with 168 multi-family attached units, five garages, and irrigated landscape. Phase 1 of this project was completed in 2024.

Strategic Plan Alignment:

Natural & Built Environment

- Support a broad range of housing options

Legal Advice:

The Town Attorney reviewed the Water and Sewer Service Agreement

Financial Advice:

N/A

Recommended Action:

Approve the Water and Sewer Service Agreement for The Ridge Apartments Phase 2

Reviewed and Approved for Presentation

A handwritten signature in blue ink, appearing to be 'W. J. C.', is written above a horizontal line.

Town Manager

**WATER AND SEWER SERVICE AGREEMENT
(The Ridge Apartments Phase 2)**

THIS WATER AND SEWER SERVICE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2025, by and between **JOURNEY HOMES, LLC**, a Colorado limited liability company ("Developer"), the **TOWN OF JOHNSTOWN**, a Colorado municipal corporation ("Town"), collectively sometimes referred to as the "Parties."

WITNESSETH:

WHEREAS, Developer is the owner of land situated in Lot 1, Block 1 of the Ridge at Johnstown Subdivision Filing 3, Town of Johnstown, County of Larimer, State of Colorado, known as the Ridge Apartments Phase 2, more specifically described on Exhibit A, attached hereto and incorporated herein by reference ("Subject Property"); and

WHEREAS, the Town and Developer, among others, established the Journey Homes Water Bank pursuant to the Assignment and Allocation of Raw Water Credit from Caliber Water Bank, providing Developer with the right to allocate raw water from the Journey Homes Water Bank to uses within the Town; and

WHEREAS, Developer is developing the Subject Property as 168 single family attached units ("Project"); and

WHEREAS, Developer seeks to use raw water from the Journey Homes Water Bank for the Project; and

WHEREAS, Developer and the Town desire to set forth their agreement concerning the use of the Journey Homes Water Bank, preliminary projections of water demand and a commitment by the Town for water and sewer service for the Project.

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

1. **Water Demand Study.** In compliance with the Town Water Rights Dedication Ordinance, Chapter 13, Sections 13-61 through 13-72, inclusive, of the Johnstown Municipal Code, as amended, ("Ordinance"), the Developer has submitted to the Town a preliminary water demand analysis for the Project dated January 4, 2024. Said analysis was received by the Town and is on file with the Town and as modified by the Town's Water Engineer by Memorandum dated January 5, 2024, is hereby accepted by the Town as to the domestic water demands. The analysis sets forth the projected water demands for the Project as follows:

B

Development Component	Demand (AF/YR)	Consumption (AF/YR)
In-building	48.72	2.44
Irrigation	0	0
Total water use	48.72	2.44

2. **Water Rights Dedication.** Developer and the Town agree that the required 48.72 acre-feet of raw water credit for the Project will be allocated from the water stock contained in the Journey Homes Water Bank ("Water Bank") after Developer dedicates an additional six (6) shares of the Consolidated Home Supply Ditch and Reservoir Company stock, represented by Home Supply Certificate #6015, to the Town for credit in the Water Bank. After dedication of Home Supply Certificate #6015 and the allocation of 48.72 acre-feet for the Project, the Water Bank will have 4.69 acre-feet of raw water available for future allocation. Developer shall dedicate Home Supply Certificate #6015 to the Town within ten (10) days of the execution of this Agreement.

3. **Commitment to serve.** Subject to Developer's performance of all the covenants contained herein and payment of all required fees, the Town commits to provide to the Project up to 48.72 acre-feet per year for in-building use for the Project with the corresponding sewer service.

4. **Future review of water usage and dedication requirements.** In accordance with the Ordinance, the Town reserves the right to review actual water usage within the Subject Property at a point in time after water usage has been established to confirm the adequacy of the water demand projections made by Developer, and to require additional water rights dedication and/or cash-in-lieu payments if necessary, based on actual water usage. The additional water rights shall be dedicated by Developer, a metropolitan district providing covenant enforcement or by the operative homeowners' association.

5. **Payment of Water Court Transfer fees.** Upon execution of this Agreement, the Developer shall pay to the Town the sum of Sixteen Thousand Two Hundred and Forty-Eight Dollars (\$16,248.00) as payment of the water court transfer fees required by the Ordinance. This payment is only for the dedication of 48.72 acre-feet per year of estimated water demand and estimated consumptive use of 2.44 acre-feet per year (97.5 SFE) for the Project. Pursuant to Paragraph 4, above, if future review requires additional dedication of water, additional water court transfer fees will be required at the time of dedication.

6. **Notices.** All notices required or permitted to be given hereunder shall be in writing and shall be deemed given: (a) upon hand delivery with receipt of delivery, (b) upon deposit with Federal Express, UPS or other nationally recognized overnight courier service, receipt required, or (c) when transmitted by electronic mail on the condition that the intended recipient acknowledges receipt thereof, provided the sending party receives a read-receipt for the email. All notices shall be addressed as follows:

TO DEVELOPER:
Journey Homes, LLC
Larry S. Buckendorf
7251 W. 20th St., L-200

TO THE TOWN:
Town of Johnstown
c/o Town Clerk
450 S. Parish Ave.



Greeley, CO 6034
Email: Larry@journeyhomes.com

Johnstown, CO 80534
Email: notices@johnstownco.gov

WITH A COPY TO
THE TOWN ATTORNEYS:
Avi Rocklin, Esq.
Johnstown Town Attorney
1437 N. Denver Avenue, #330
Loveland, CO 80538
Email: avi@rocklinlaw.com

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

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

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

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

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

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

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



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

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

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

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

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

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

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

(Remainder of page intentionally left blank.)



JOURNEY HOMES, LLC

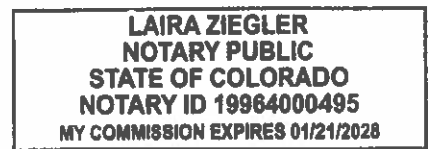

Larry S. Buckendorf, Authorized Agent

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 3rd day of June 2025, by Larry S. Buckendorf, as Authorized Agent, Journey Homes, LLC.

Witness my hand and official seal.

My commission expires: 1-21-28





Notary Public

TOWN OF JOHNSTOWN, COLORADO
a municipal corporation

By: _____
Michael P. Duncan, Mayor

ATTEST:

By: _____
Meghan Martinez, Town Clerk

EXHIBIT A

LEGAL DESCRIPTION

Lot 1, Block 1, of the Ridge at Johnstown Subdivision Filing 3,
Town of Johnstown, County of Larimer, State of Colorado





450 S. Parish Avenue
Johnstown, CO 80534
970-587-4664
JohnstownCO.gov

Town Council Consent Agenda Communication

Agenda Date: June 16, 2025

Subject: Resolution 2025-17 Supporting the application for a Safe Streets and Roads For All (SS4A) grant from the U.S. Department of Transportation

Attachments: 1. Resolution 2025 - 17

Presented by: Tim Hoos, Public Works Director

Agenda Item Description:

This Resolution will allow staff to apply for grant funding from the U.S. Department of Transportation. The Federal Infrastructure Investment and Jobs Act (IIJA) established the Safe Streets and Roads for All (SS4A) competitive grant program with \$5 billion in appropriated funds over 5 years 2022-2026. The SS4A program funds regional, local and Tribal initiatives through grants to improve roadway safety for all users and help prevent roadway fatalities and serious injuries.

The program provides funding to develop tools to help strengthen a community's approach to roadway safety and save lives. This grant funding would go towards creating a comprehensive Safety Action Plan for the Town to prevent roadway fatalities and serious injuries. Action Plans use data analysis to characterize roadway safety problems and strengthen a community's approach through projects and strategies that address the most significant safety risks. The goal of an Action Plan is to develop a holistic, well defined strategy to prevent roadway fatalities and serious injuries. Several neighboring municipalities including Weld County, Timnath, Windsor and Kersey have created Action Plans that would be coordinated with the Town's Action Plan.

The SS4A grant program is guided by the Safe System Approach which involves a paradigm shift to improve safety culture, increase collaboration across all safety stakeholders and refocus transportation system design and operation on anticipating human mistakes and lessening impact forces to reduce crash severity and save lives.

Strategic Plan Alignment:

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:

The Town Attorney drafted the proposed Resolution document.

Financial Advice:

The grant requires a 20% match from the Town. The SS4A Action Plan is expected to cost \$150,000 which would result in the Town contributing \$30,000 for the required match.

Recommended Action:

Staff supports the approval of a Resolution to apply for a Safe Streets and Roads for All (SS4A) grant from the U.S. Department of Transportation.

Reviewed and Approved for Presentation

Town Manager

**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2025-17**

**RESOLUTION AUTHORIZING AND SUPPORTING THE TOWN OF
JOHNSTOWN’S APPLICATION FOR A SAFE STREETS FOR ALL (SS4A)
GRANT FROM THE U.S. DEPARTMENT OF TRANSPORTATION**

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

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

WHEREAS, the U.S. Department of Transportation is offering Safe Streets for All (SS4A) grants to fund the implementation of a “Safety Action Plan” to help prevent roadway fatalities and serious injuries; and

WHEREAS, the Town Council authorizes and supports the Town’s application for a Safe Streets for All (SS4A) grant in the approximate amount of One Hundred Fifty Thousand Dollars (\$150,000.00)

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

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

Section 1. The Town Council hereby authorizes and supports the Town’s application for a Safe Streets for All (SS4A) grant in the approximate amount of One Hundred Fifty Thousand Dollars (\$150,000.00).

Section 2. This Resolution shall be effective upon adoption.

PASSED, SIGNED, APPROVED, AND ADOPTED this ____ day of _____, 2025.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Meghan Martinez, Town Clerk

By: _____
Michael P. Duncan, Mayor



450 S. Parish Avenue
Johnstown, CO 80534
970-587-4664
JohnstownCO.gov

Town Council Consent Agenda Communication

Agenda Date: June 16, 2025
Subject: Application for Fractional Water Share Sale
Attachments: 1. TOJ Fractional Water Share Application
Presented by: Matt LeCerf, Town Manager

Agenda Item Description:

Enclosed for your review and consideration is a Fractional Water Share Application Request for the property located at 201 Centennial Drive owned by the Town of Johnstown. This property is located in the Johnstown Farms Subdivision and is also known as Weld County Parcel Number 105908124001. The applicant is requesting for the property a factional water share for the purposes of connecting to water and sewer on the property. This property which has no water on/attached to it, has been vacant and the Town's new Development Services Building will be constructed on the site.

Based on the analysis of the facility performed by Helton and Williamsen, the Town's water engineer, the annual water demand for the property is set at 3.24 acre feet of water. Staff is recommending a sale of water from the Town's water bank established in 2020. The market rate for an acre foot (1 AF) of water is currently set at \$90,000. The recommended sale price for 3.24 AF of water is \$291,600. This price is in addition to the \$972 water court transfer fee as required by Town Code. The total recommended final price for this water is \$292,572.00.

Council approved Resolution No. 2020-42 established a water bank for the Town of Johnstown specifically for these purposes. Currently in the bank, prior to the sale of this 3.24 AF is 15.17 AF of water available for purchase for the purposes set forth in Resolution 2020-42.

Strategic Plan Alignment:

Quality Infrastructure & Facilities

- Establish and maintain levels of service
- Ensure future viability of infrastructure and facilities

Legal Advice:

Not Applicable

Financial Advice:

Funding for this water purchase will be provided by the general fund.

Recommended Action:

Approve the fractional water share sale application as presented.

Reviewed and Approved for Presentation

A handwritten signature in blue ink, appearing to be 'W. J. C.', is written above a horizontal line.

Town Manager



Town of Johnstown

Fractional Water Share Application

APPLICANT NAME: Town of Johnstown
ADDRESS: 450 S. Parish Ave CITY Johnstown STATE CO ZIP 80534
EMAIL ADDRESS: _____ PHONE: 970 587 4664

Site Requesting Water

OWNER: Town of Johnstown
PROPERTY ADDRESS: 201 CENTENNIAL DR CITY Johnstown STATE CO ZIP 80534
PARCEL: 105908124001 COUNTY: ☐ LARIMER ☐ WELD
JUSTIFICATION DESCRIPTION FOR REQUEST: WATER FOR TOWN'S DEVELOPMENT SERVICES BUILDING.

[Signature] 6/11/2025
APPLICANT SIGNATURE DATE

*Please attach completed Water Demand Worksheet with this application .

TOWN USE ONLY

RECOMMENDATION: ☒ APPROVE ☐ DENY
RECOMMENDED WATER AMOUNT: \$ 3.24 AF
RECOMMENDED PRICE: \$291,600 + 972 WCTF
[Signature] 6/11/2025
TOWN MANAGER SIGNATURE DATE

TOWN COUNCIL FINAL DETERMINATION: ☐ APPROVE ☐ DENY

DEDICATION AMOUNT: _____

FINAL COST: _____ DATE: _____

The Community That Cares

johnstown.colorado.gov

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



450 S. Parish Avenue
Johnstown, CO 80534
970-587-4664
JohnstownCO.gov

Town Council Consent Agenda Communication

Agenda Date: June 16, 2025

Subject: Water Service Dedication for the Town of Johnstown Development Services Building

Attachments: 1. Water Service Dedication

Presented by: Jeremy Gleim, Planning and Development Director

Agenda Item Description:

At Staff's request, the Town's contracted water engineers (Helton & Williamsen PC) provided the following information regarding demand and consumption of water usage for the Town of Johnstown Development Services Building, based on the approved site and development plans.

Permanent Development Component	Demand (AF/YR)	Consumption (AF/YR)
In-Building	1.55	0.08
Irrigation	0.90	0.77
Total	2.45	0.85

Temporary Development Component	Demand (AF/YR)	Consumption (AF/YR)
Irrigation	0.79	0.67
Total	0.79	0.67

The subject property is being developed as an office building, containing 8,626 square feet of in-building space. Irrigated landscaping consists of 0.35 acres of spray-irrigated area and 0.54 acres of drip-irrigated area. Of the spray-irrigated area, 0.32 acres will be temporary for the establishment of vegetation.

Strategic Plan Alignment:

Quality Infrastructure & Facilities

- Establish and maintain levels of service
- Ensure future viability of infrastructure and facilities

Legal Advice:

The Town Attorney reviewed the Water Service Dedication.

Financial Advice:

The General Fund will reimburse the Water Fund for the cost of the water necessary to provide water service to this facility.

Recommended Action:

Approve the Water Service Dedication for the Town of Johnstown Development Services Building located at 201 Centennial Drive.

Reviewed and Approved for Presentation



Town Manager

WATER SERVICE DEDICATION

THIS WATER SERVICE DEDICATION (“Dedication”) is made to document the dedication of certain raw water credit held by the **THE TOWN OF JOHNSTOWN**, a Colorado municipality (“Town”), to be used to supply water to the Johnstown Development Services Building, to be constructed by the Town.

WITNESSETH:

WHEREAS, the Town owns an interest in land known as 201 W. Centennial Drive, Johnstown, CO, located in Lot 1 of Johnstown Farms Filing No. 1, Third Amendment (“Subject Property”), and

WHEREAS, the Subject Property is being developed as an office building, containing 8,626 ft² of in-building space with irrigated landscaping consisting of 0.35 acres of spray-irrigated area and 0.54 acre of drip-irrigated area and 0.32 of the spray-irrigated area will be temporary for the establishment of vegetation (“Project”), and

WHEREAS, the Town of Johnstown holds sufficient raw water to supply the necessary water for the Project and wishes to memorialize the dedication of such raw water credit.

NOW, THEREFORE, the dedication of raw water credit by the Town of Johnstown is as follows:

1. Water and Sewer Demand Studies. In compliance with the Town Water Rights Dedication Ordinance, as set forth in the Johnstown Municipal Code, as amended, (“Ordinance”), the Town has drafted a preliminary water and sewer demand analysis for the Project, which is on file with the Town and as modified by the Town’s Water Engineer by memorandum dated May 21, 2025, is hereby accepted. Said analysis addresses the projected water and sewer demands for the Project as follows:

Permanent Development Component	Demand (AF/YR)	Consumption (AF/YR)
In-Building	1.55	0.08
Irrigation	0.90	0.77
Total	2.45	0.85

Temporary Development Component	Demand (AF/YR)	Consumption (AF/YR)
Irrigation	0.79	0.67
Total	0.79	0.67

2. Water Rights Dedication. The Town hereby dedicates 3.24 acre-feet of raw water credit currently held by the Town. Upon establishment of vegetation and permanent

removal of the temporary irrigation system, 0.79 acre-foot of raw water credit will return to the Town and be available for future dedication by the Town.

IN WITNESS WHEREOF, the Town acknowledges this raw water credit dedication.

TOWN OF JOHNSTOWN, COLORADO,
a municipal corporation

By: _____
Michael Duncan, Mayor

ATTEST:

By: _____
Meghan Martinez, Town Clerk



450 S. Parish Avenue
Johnstown, CO 80534
970-587-4664
JohnstownCO.gov

Town Council Agenda Communication

Agenda Date: June 16, 2025

Subject: First Amendment to Site Development and Improvement Agreement for Town of Johnstown (Roosevelt High School)

Attachments: 1. First Amendment to the Development Agreement

Presented by: Matt LeCerf, Town Manager

Agenda Item Description:

Enclosed for your review and consideration is the First Amendment to the Site Development and Improvement Agreement for the Roosevelt High School. The proposed amendment outlines obligations by both the Town of Johnstown and the Weld County RE-5J School District related to completion of public improvements that are necessary for the Roosevelt High School.

Initially and as part of the original development agreement, installation of a High-intensity Activated crossWalk (HAWK) system along Colorado Boulevard was the responsibility and obligation of the School District. The Town however, was recently able to secure a Safe Routes to School (SRTS) grant which will facilitate installation of the HAWK system. Accordingly, the amendment presented transfers the HAWK system construction and installation to the Town of Johnstown. In exchange, the School District will be partnering with the Town for the design and construction of the absent sidewalk system that runs parallel to Colorado Blvd and crosses the railroad track just north of the High School. The partnership will obligate both the Town and School District to share in the cost of the sidewalk at a cost of 50% each.

Strategic Plan Alignment:

Quality Infrastructure & Facilities

- Ensure future viability of infrastructure and facilities

Legal Advice:

The Town Attorney drafted the amendment as presented.

Financial Advice:

The Town will have financial obligations for both the HAWK system design and construction of the sidewalk. The estimated total obligation of the Town for these projects is approximately \$150,000.

Recommended Action:

Approve the First Amendment as presented.

Suggested Motions:

For Approval: I move to approve the First Amendment to Site Development and Improvement Agreement for Town of Johnstown (Roosevelt High School) as presented.

For Denial: I move to deny the First Amendment to Site Development and Improvement Agreement for Town of Johnstown (Roosevelt High School) as presented.

Reviewed and Approved for Presentation



Town Manager

**FIRST AMENDMENT TO SITE DEVELOPMENT AND IMPROVEMENT
AGREEMENT FOR TOWN OF JOHNSTOWN
(Roosevelt High School)**

This First Amendment to Site Development and Improvement Agreement ("First Amendment") is made and entered into on this ____ day of _____, 2025, by and between the Town of Johnstown, Colorado, a Colorado home-rule municipality (the "Town"), and Weld County School District RE-5J, a school district of the State of Colorado (the "Developer" or "School District").

RECITALS

WHEREAS, on or about June 20, 2023, the Town and Developer entered into that certain Site Development and Improvement Agreement concerning the construction and development of Roosevelt High School ("Agreement"); and

WHEREAS, Paragraph 2 of **Exhibit B** of the Agreement provides that, prior to construction acceptance, the School District "shall install a High Intensity Activated Crosswalk (HAWK) pedestrian beacon across Colorado Boulevard at locations approved in coordination with the Town;" and

WHEREAS, the Town provided the School District with construction acceptance even though the School District did not install the HAWK pedestrian beacon; and

WHEREAS, the Town obtained an estimate to install the HAWK pedestrian beacon totaling Four Hundred Sixty-One Thousand One Hundred Ninety-One Dollars (\$461,191.00); and

WHEREAS, in good faith and in an effort to work collaboratively with the School District, the Town agrees to withdraw the requirement that the School District install the HAWK pedestrian beacon and rather undertake the construction and installation of the HAWK pedestrian beacon; and

WHEREAS, in turn, the School District agrees to share equally with the Town in the cost of the design, construction and installation of a sidewalk from the north side of the railroad tracks along Colorado Boulevard to the south side of the railroad tracks to connect with the existing finished sidewalk on the south side of Colorado Boulevard, which cost the Town estimates will be far less than the cost of the HAWK pedestrian beacon; and

WHEREAS, to memorialize the foregoing, the Town and Developer desire to enter into this First Amendment; and

WHEREAS, capitalized terms used herein shall have the meaning set forth in the Agreement.

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

AGREEMENT

1. Recitals. The Recitals set forth above are incorporated herein by reference.
2. Amendment. Paragraph 2 of **Exhibit B** of the Agreement is hereby deleted in its entirety and in its place inserted the following:
 - 2) Developer shall pay fifty percent (50%) of the Town's cost to design, construct and install an Americans with Disabilities Act (ADA) compliant sidewalk from the north side of the railroad tracks along Colorado Boulevard to the south side of the railroad tracks to connect with the existing finished sidewalk on the south side of Colorado Boulevard that leads to Roosevelt High School. The cost shall include, among other expenses, the cost of a crossing license agreement with Great Western Railway of Colorado, LLC, a Colorado limited liability company. Upon completion of the design, construction and installation of the sidewalk, the Town shall provide an invoice to Developer and Developer shall, within thirty (30) days provide payment to the Town.
3. Effect of Amendment. Except as expressly provided in this First Amendment, the Agreement has not been amended, supplemented or altered in any way by this First Amendment and the Agreement shall remain in full force and effect in accordance with its terms. If there is any inconsistency between the terms of the Agreement and the terms of this First Amendment, the provisions of this First Amendment will govern and control.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, and agreeing to be fully bound by the terms of this First Amendment, the Parties have set their hands below.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Meghan Martinez, Town Clerk

By: _____
Matthew LeCerf, Town Manager

WELD COUNTY SCHOOL DISTRICT RE-5J

ATTEST:

By: Monica S. Johnson
Monica Johnson, Secretary

By: Michael D. Wailes
Michael Wailes, Board of Education President



450 S. Parish Avenue
Johnstown, CO 80534
970-587-4664
JohnstownCO.gov

Town Council Agenda Communication

Agenda Date: June 16, 2025

Subject: Consideration of a New Hotel and Restaurant Liquor License for Johnstown Izakaya, LLC dba Koi Ramen and Sushi

Attachments:

1. Application
2. Boundary Map
3. Preliminary Findings
4. Order Approving Liquor License Johnstown Izakaya
5. Neighborhood Report - Koi Ramen and Sushi - Alcohol Petitioning Services

Presented by: Meghan Martinez, Town Clerk

Agenda Item Description:

This item is a public hearing for a new Hotel and Restaurant License for Johnstown Izakaya, LLC dba Koi Ramen and Sushi located at 4365 Ledge Rock Drive Unit #140 Johnstown, CO.

When approving or denying an application, the Council acts as the local licensing authority and must consider if the reasonable requirements of the defined neighborhood are not presently being met by existing establishments, the desires of the adult inhabitants, and the number, type and availability of other similar liquor establishments located in or near the petitioned neighborhood as well as the moral character of the applicants.

The following preliminary findings have been met:

- The application was timely filed.
- The applicant is entitled to possession of the premises where the license is proposed to be exercised.
- A background check was conducted and the Johnstown Police Department report is included in the packet.
- The proposed building is not within 500 feet of either a public or parochial school.

Should Council approve the license, Staff will continue working with the Department of Revenue and various Town departments to ensure all approvals and permits are met prior to the Applicant receiving the license.

Strategic Plan Alignment:

Healthy & Resilient Economy

- Support the local labor market and work with partners to grow diverse employment opportunities

Legal Advice:

The Town Attorney has reviewed the application and prepared the order attached for Council's consideration.

Financial Advice:

N/A

Recommended Action:

Approve the Hotel and Restaurant Liquor License for Johnstown Izakaya LLC dba Koi Ramen and Sushi.

Suggested Motions:

For Approval: I move to approve the Hotel and Restaurant Liquor License for Johnstown Izakaya LLC dba Koi Ramen and Sushi.

For Denial: I move to deny the Hotel and Restaurant Liquor License for Johnstown Izakaya LLC dba Koi Ramen and Sushi.

Reviewed and Approved for Presentation



Town Manager

Colorado Liquor Retail License Application

* Note that the Division will not accept cash ☐ Paid by Check Date Uploaded to MoveIt

☐ Paid Online

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

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

Applicant is applying as a/an ☐ Individual ☒ Limited Liability Company ☐ Association or Other
☐ Corporation ☐ Partnership (includes Limited Liability and Married Couple Partnerships)

Applicant Name If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation

Johnstown Izakaya LLC

FEIN Number

State Sales Tax Number

Trade Name of Establishment (DBA)

Business Telephone

Koi Ramen & Sushi

Address of Premises (specify exact location of premises, include suite/unit numbers)

4365 Ledge Rock Drive, Unit #140

City

County

State

ZIP Code

Johnstown

Weld

CO

80534

Mailing Address (Number and Street)

City or Town

State

ZIP Code

478 Homestead Parkway

Longmont

CO

80504

Email Address

yuquanyou@hotmail.com

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

Present Trade Name of Establishment (DBA)

Present State License Number

Present Class of License

Present Expiration Date

Section A Nonrefundable application fees*

- ☐ Application Fee for New License\$1,100.00
- ☒ Application Fee for New License with Concurrent Review\$1,200.00
- ☐ Application Fee for Transfer.....\$1,100.00

Section B Liquor License Fees*

- ☐ Add Optional Premises to H & R\$100.00 X Total
- ☐ Add Sidewalk Service Area.....\$75.00
- ☐ Arts License (City).....\$308.75
- ☐ Arts License (County)\$308.75
- ☐ Beer and Wine License (City).....\$351.25
- ☐ Beer and Wine License (County).....\$436.25
- ☐ Brew Pub License (City)\$750.00
- ☐ Brew Pub License (County).....\$750.00
- ☐ Campus Liquor Complex (City)\$500.00
- ☐ Campus Liquor Complex (County)\$500.00
- ☐ Campus Liquor Complex (State)\$500.00
- ☐ Club License (City)\$308.75
- ☐ Club License (County).....\$308.75
- ☐ Distillery Pub License (City).....\$750.00
- ☐ Distillery Pub License (County)\$750.00
- ☐ Entertainment Facility License (City)\$500.00
- ☐ Entertainment Facility License (County).....\$500.00
- ☒ Hotel and Restaurant License (City).....\$500.00
- ☐ Hotel and Restaurant License (County)\$500.00
- ☐ Hotel and Restaurant License with one optional premises (City).....\$600.00
- ☐ Hotel and Restaurant License with one optional premises (County).....\$600.00

Section B Liquor License Fees* (Continued)

☐ Liquor-Licensed Drugstore (City).....	\$227.50
☐ Liquor-Licensed Drugstore (County).....	\$312.50
☐ Lodging Facility License (City).....	\$500.00
☐ Lodging Facility License (County)	\$500.00
☐ Manager Registration - H & R	\$30.00
☐ Manager Registration - Tavern	\$30.00
☐ Manager Registration - Lodging & Entertainment	\$30.00
☐ Manager Registration - Campus Liquor Complex	\$30.00
☐ Optional Premises License (City)	\$500.00
☐ Optional Premises License (County)	\$500.00
☐ Racetrack License (City)	\$500.00
☐ Racetrack License (County)	\$500.00
☐ Resort Complex License (City).....	\$500.00
☐ Resort Complex License (County).....	\$500.00
☐ Related Facility - Campus Liquor Complex (City).....	\$160.00
☐ Related Facility - Campus Liquor Complex (County)	\$160.00
☐ Related Facility - Campus Liquor Complex (State)	\$160.00
☐ Retail Gaming Tavern License (City).....	\$500.00
☐ Retail Gaming Tavern License (County).....	\$500.00
☐ Retail Liquor Store License - Additional (City).....	\$227.50
☐ Retail Liquor Store License - Additional (County).....	\$312.50
☐ Retail Liquor Store (City)	\$227.50

Section B Liquor License Fees* (Continued)

- ☐ Retail Liquor Store (County)\$312.50
- ☐ Tavern License (City)\$500.00
- ☐ Tavern License (County)\$500.00
- ☐ Vintners Restaurant License (City)\$750.00
- ☐ Vintners Restaurant License (County)\$750.00

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

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

Liability Information

License Account Number

Liability Date

License Issued Through (Expiration Date)

Total

\$

Application Documents Checklist and Worksheet

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

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

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

I. Applicant information

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

II. Diagram of the premises

- ☒ No larger than 8½" X 11"
- ☒ Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.)
- ☒ Separate diagram for each floor (if multiple levels)
- ☒ Return originals to local authority (additional items may be required by the local licensing authority)
- ☒ Kitchen - identified if Hotel and Restaurant
- ☒ Bold/Outlined Licensed Premises

III. Proof of property possession (One Year Needed)

- ☐ Deed in name of the applicant (or) (matching Applicant Name provided on page 1) date stamped / filed with County Clerk
- ☒ Lease in the name of the applicant (or) (matching Applicant Name provided on page 1)
- ☒ Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant
- ☐ Other agreement if not deed or lease. (matching Applicant Name provided on page 1)

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

- ☒ Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members)
- ☐ Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved State Vendor. Master File applicants submit results to the State

Do not complete fingerprint cards prior to submitting your application.

The Vendors are as follows:

IdentoGO

Appointment Scheduling Website: <https://uenroll.identogo.com/workflows/25YQHT>

Phone: 844-539-5539 (toll-free)

IdentoGO FAQs: <https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/biometric-identification-and-records-unit-faqs>

State Liquor Code for IdentoGO: 25YQHT

Colorado Fingerprinting

Appointment Scheduling Website: <http://www.coloradofingerprinting.com/cabs/>

Phone: 720-292-2722 833-224-2227 (toll free)

State Liquor Code for Colorado Fingerprinting: C030LIQI

- ☐ Purchase agreement, stock transfer agreement, and/or authorization to transfer license
- ☐ List of all notes and loans (Copies to also be attached)

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

- ☐ Form DR 4679 Lawful Presence Affidavit
- ☐ Copy of State issued Driver's License or Colorado Identification Card for each applicant

VI. Corporate applicant information (if applicable)

- ☐ Certificate of Incorporation
- ☐ Certificate of Good Standing
- ☐ Certificate of Authorization if foreign corporation (out of state applicants only)

VII. Partnership applicant information (if applicable)

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

VIII. Limited Liability Company applicant information (if applicable)

- ☒ Copy of articles of organization
- ☒ Certificate of Good Standing
- ☐ Copy of Operating Agreement (if applicable)
- ☐ Certificate of Authority if foreign LLC (out of state applicants only)

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

- ☐ \$30.00 fee
- ☒ If owner is managing, no fee required

1. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?..... ☐ Yes ☒ No

2. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):

a. Been denied an alcohol beverage license?..... ☐ Yes ☒ No

b. Had an alcohol beverage license suspended or revoked?..... ☐ Yes ☒ No

c. Had interest in another entity that had an alcohol beverage license suspended or revoked?..... ☐ Yes ☒ No

If you answered yes to a, b or c above, explain in detail on a separate sheet.

3. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years?..... ☐ Yes ☒ No

If "yes", explain in detail.

4. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary? ☐ Yes ☒ No

or

Waiver by local ordinance? ☐ Yes ☐ No

Other

5. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? **NOTE:** The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS..... ☐ Yes ☐ No

6. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,0000? **NOTE:** The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS..... ☐ Yes ☐ No

For additional Retail Liquor Store only.

- a. Was your Retail Liquor Store License issued on or before January 1, 2016?.... ☐ Yes ☐ No
- b. Are you a Colorado resident?..... ☐ Yes ☐ No

7. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any **current** financial interest in said business including any loans to or from a licensee..... ☒ Yes ☐ No

8. Does the applicant, as listed on line 2 of this application, **have legal possession of the premises by ownership**, lease or other arrangement?..... ☒ Yes ☐ No

☐ Ownership ☒ Lease ☐ Other (Explain in detail)

- a. If leased, list name of landlord and tenant, and date of expiration, **exactly** as they appear on the lease:

Landlord

Ledge Rock Center LLC

Tenant

Johnstown Izakaya LLC

Expires

10/24/2034

- b. Is a percentage of alcohol sales included as compensation to the landlord?
If yes, complete question on page 9..... ☐ Yes ☒ No
- c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8½" X 11".

9. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.

Last Name		First Name	
Date of Birth (MM/DD/YY)	FEIN or SSN Number	Interest/Percentage	
Last Name		First Name	
Date of Birth (MM/DD/YY)	FEIN or SSN Number	Interest/Percentage	
Last Name		First Name	
Date of Birth (MM/DD/YY)	FEIN or SSN Number	Interest/Percentage	

Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.

10. Optional Premises or Hotel and Restaurant Licenses with Optional Premises:

Has a local ordinance or resolution authorizing optional premises been adopted?.... ☐ Yes ☐ No

Number of additional Optional Premise areas requested. (See license fee chart)

For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.

11. Liquor Licensed Drugstore (LLDS) applicants, answer the following:

- a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise?..... ☐ Yes ☐ No

If "yes" a copy of license must be attached.

12. Club Liquor License applicants answer the following: Attach a copy of applicable documentation

a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?..... ☐ Yes ☐ No

b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?..... ☐ Yes ☐ No

c. How long has the club been incorporated?.....

d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?..... ☐ Yes ☐ No

13. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:

a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)..... ☐ Yes ☐ No

14. Campus Liquor Complex applicants answer the following:

a. Is the applicant an institution of higher education?..... ☐ Yes ☐ No

b. Is the applicant a person who contracts with the institution of higher education to provide food services?..... ☐ Yes ☐ No

If "yes" please provide a copy of the contract with the institution of higher education to provide food services.

15. For all on-premises applicants.

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

Last Name of Manager

First Name of Manager

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

Name

Type of License

Account Number

17. Related Facility - Campus Liquor Complex applicants answer the following:

- a. Is the related facility located within the boundaries of the Campus Liquor Complex?..... ☐ Yes ☐ No

If yes, please provide a map of the geographical location within the Campus Liquor Complex.

If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.

b. Designated Manager for Related Facility - Campus Liquor Complex

Last Name of Manager

First Name of Manager

18. Entertainment Facility License

If Applicant is applying for an Entertainment Facility License, you affirm that your business model and aligns with the statutory privileges and requirements: ☐ Yes ☐ No

Pursuant to 44-3-103(15.5) C.R.S., an Entertainment Facility means an establishment in which the primary business is to provide the public with sports or entertainment activities within its licensed premises; and that, incidental to its primary business, sells and serves alcohol beverages at retail for consumption on the licensed premises; and has sandwiches and light snacks available for consumption on the licensed premises.

If Applicant is applying for a Lodging Facility License, you affirm that your business model and aligns with the statutory privileges and requirements: ☐ Yes ☐ No

Pursuant to 44-3-103(29) C.R.S., a Lodging Facility means an establishment in which the primary business is to provide the public with sleeping rooms and meeting facilities; and that sells and serves alcohol beverages at retail for consumption on the licensed premises; and has sandwiches and light snacks available for consumption on the licensed premises.

19. Tax Information.

- a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?..... ☐ Yes ☒ No

- b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?..... ☐ Yes ☒ No

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

Name				Date of Birth (MM/DD/YY)	
Quanyou Yu					
Street Address					
7414 Huntz Drive					
City	State	ZIP Code	Position	% Owned	
Cheyenne	WY	82009	Owner	50%	

Name				Date of Birth (MM/DD/YY)	
Guangyu Zhu					
Street Address					
478 Homestead Drive					
City	State	ZIP Code	Position	% Owned	
Longmont	CO	80504	Owner	50%	

Name				Date of Birth (MM/DD/YY)	
Street Address					
City	State	ZIP Code	Position	% Owned	

Name				Date of Birth (MM/DD/YY)	
Street Address					
City	State	ZIP Code	Position	% Owned	

Name				Date of Birth (MM/DD/YY)	
Street Address					
City	State	ZIP Code	Position	% Owned	

** If applicant is owned 100% by a parent company, please list the designated principal officer on above.

** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)

** If total ownership percentage disclosed here does not total 100%, applicant must check this box:

☒ Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.

I would like to apply for a Two-Year Renewal..... ☐ Yes ☒ No

Oath Of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer and Wine Code which affect my license.

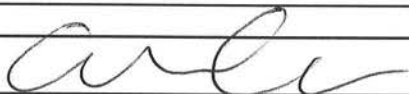
Printed Name

Guangyu Zhu

Title

owner

Authorized Signature



Date (MM/DD/YY)

03/23/2025

Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority

Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)

For Transfer Applications Only - Is the license being transferred valid?..... ☐ Yes ☐ No

The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:

☐ Fingerprinted

☐ Subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license

(Check One)

☐ Date of inspection or anticipated date

☐ Will conduct inspection upon approval of state licensing authority

☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000?

☐ Yes ☐ No

- ☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000? ☐ Yes ☐ No

NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.

- ☐ Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period? ☐ Yes ☐ No

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. **Therefore, this application is approved.**

Local Licensing Authority Approves this license for a two-year renewal..... ☐ Yes ☐ No

If "No", please cite the law, regulation, local ordinance or resolution that gives the local licensing authority the ability to deny the applicant and grounds for denial. Also, please provide any and all investigative reports, and administrative or criminal action that relate or justify this denial.

Proof of Violation

--

Local Licensing Authority for

--

Telephone Number

--

☐ Town, City

☐ County

Printed Name

--

Signature

--

Printed Name

--

Signature

--

Title

--

Date (MM/DD/YY)

--

Title

--

Date (MM/DD/YY)

--

RETAIL LEASE AGREEMENT

10/24/2024

This Lease Agreement (the "Lease") is made this ____ day of _____, 2024, by and between **Ledge Rock Center LLC, a Kansas limited liability company**. ("**Landlord**"), and **Johnstown Izakaya, LLC, a Colorado limited liability company, dba Bowl Izakaya** ("**Tenant**"). Tenant shall cause **Guanygyu Zhu** and **Yu Quanyou** (collectively "**Guarantor**") to deliver to Landlord contemporaneously with Tenant's execution and delivery of this Land to Landlord, a written guaranty in the form attached as **Exhibit D** (the "**Guaranty**"). In consideration of the payments of rents and other charges provided for herein and the covenants and conditions hereinafter set forth, Landlord and Tenant hereby covenant and agree as follows:

ARTICLE I REFERENCE PROVISIONS, DEFINITIONS AND EXHIBITS

As used in the Lease, the following terms shall have the meanings set forth in Sections 1.01 below.

Section 1.01. Reference Provisions.

A. **Leased Premises:** The highlighted border" space indicated on the lease plan attached as **Exhibit "A,"** comprising approximately 3,000 square feet, commonly known as Suite _____ of Retail Building 10, located within the Ledge Rock Shopping Center ("**Shopping Center**") with an address of 4365 Ledge Rock Drive, Johnstown, Colorado 80534.

B. **Term:** Ten (10) Lease Years, commencing on the Rent Commencement Date.

C. **Possession Date:** The date Landlord delivers possession of the Premises on white box conditions with the demising wall in place as detailed in **Exhibit "B,"** approximately Ninety (90) days from Effective Date, as defined in Article I of this lease.

E. **Rent Commencement Date:** The Rent Commencement Date shall be the first to occur of (i) the date which is Two Hundred and Seventy Days (270) days after the Effective Date; or (ii) the date Tenant opens for business.

F. **Termination Date:** The last day of the Term, or the earlier date on which this Lease is terminated in accordance with the provisions hereof.

G. **Base Rent:**

<u>Lease Year</u>	<u>Annually</u>	<u>Monthly</u>
9 months- 5 years	\$105,000.00	\$8,750.00
Years 10 -15	\$115,500.00	\$9,625.00
Years 16-20 (first extension term)	\$127,050.00	\$10,587.50
Years 21-25 (second extension term)	\$139,770.00	\$11,647.50

H. **Tenant's Initial Monthly Tax Estimate:** \$4.00/SF per year.

I. **Tenant's Initial Monthly Common Area Charges:** \$4.50/SF for first lease year.
Tenant's Initial Monthly Uncontrollable Expenses : \$1.50/SF for first lease year.

J. **Tenant's Initial Monthly Insurance Charges:** \$.25/SF per year.

K. **Tenant's Proportionate Share:** 18.75% [3000 divided by 160,000 SF].

K. **Permitted Use:** to prepare and serve sushi and ramen food by dine-in, takeout, delivery services and related activities.

Tenant Exclusive Use: Landlord shall not sell, use, lease or consent to the use, lease, or occupancy of any suites within Buildings 9 & 10 for the same Permitted Use. If Landlord violates this provision, and such violation is not cured within sixty (60) days after the date Landlord receives written notice from Tenant of such violation, then Tenant may reduce the Rent payable under this Lease by fifty percent (50%) until Landlord has cured such violation. In addition, if Landlord has not cured the violation within nine (9) months after receiving written notice, Tenant shall also have the ongoing right but not obligation to terminate this Lease, upon written notice to Landlord, at any time before prior to Landlord notifying Tenant, in writing, that the violation has been cured.

L. **Notice:**

TO LANDLORD:

Ledge Rock Center, LLC
6917 W 135th Street, Suite B-29
Overland Park, Kansas 66223

TO TENANT:

Guangyu Zhu

Guangyu zhu

M. Tenant Trade Name: Bowl Izakaya

N. Option to Renew: Two additional five (5) year lease terms.

O. Effective Date: "Effective Date" shall be the later of the date that Tenant or Landlord executes this Lease.

P. Schedules and Exhibits: The schedules and exhibits listed below are attached to the Lease and are hereby incorporated in and made a part of the Lease.

Exhibit A:	Site Plan of Shopping Center and Premises
Exhibit B	Landlord and Tenant Improvements
Exhibit C	Rent Commencement/Term Clarification Supplement Form
Exhibit D	Guaranty

ARTICLE 1 LEASE OF PREMISES

1.1 For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord hereby leases, demises and lets to Tenant, and Tenant hereby leases from Landlord the Premises in the Shopping Center and situated on the real property owned or controlled by Landlord and outlined on **Exhibit A**. Landlord and Tenant shall mutually agree upon the final space plan and configuration; then Landlord shall supply Tenant with verified CAD drawings of the Leased Premises. After delivery of possession of the Premises by Landlord, Tenant shall have the right to have the Premises measured by Tenant's architect. The certification by Tenant's architect with respect to the actual square footage of the Premises shall be conclusive and binding. If such remeasurement accurately discloses that the size of the Premises is greater or less than the amount stated herein, the Base Rent, Tenant's Proportionate Share and the Construction Allowance shall be recalculated accordingly; provided, however, that in no event shall the Premises be deemed to contain more than 103% of the square footage described in Section 1.01, and in the event that the Premises are determined to contain 98% or less of the approximate square footage described in Section 1.01, Tenant shall have the right to either adjust Base Rent or have Landlord remedy the discrepancy. The square footage of the Premises shall be calculated

from the exterior of outside walls and the center of common walls and shall not include any columns, staircases, mechanical rooms, or other obstructions.

ARTICLE 2 TERM

2.1 Tenant shall lease the Premises for the Term.

2.2 When the Rent Commencement Date is determined, upon the written request of either party, Landlord and Tenant shall enter into a supplement to this Lease, which shall specify the Expiration Date for the Term and the Rent Commencement Date, which the form of such supplement is attached as **Exhibit C**.

2.3 “**Expiration Date**” shall mean 11:59 p.m. on the date that is the last day of the Lease Year of the Term.

2.4 “**Lease Year**” shall mean each twelve (12) month period beginning with the Rent Commencement Date, and each anniversary thereof, provided the Rent Commencement Date occurs on the first day of a month. If the Rent Commencement Date occurs on a day other than the first day of a month, then the first Lease Year shall begin on the first day of the month following the Rent Commencement Date.

2.5 “**Partial Lease Year**”: Any period during the Term which is less than a full Lease Year.

ARTICLE 3 BASE RENT

3.1 Tenant agrees, except as otherwise provided in this Lease, to pay monthly Base Rent, in advance, at Landlord’s address on or before the first (1st) day of each calendar month during the Term of this Lease. Tenant shall pay one month’s rent and one month’s Operating Expense on the Effective Date. Tenant’s obligation to pay Base Rent shall commence on the second month after the Rent Commencement Date. If the Rent Commencement Date is not the first day of a calendar month, the first month’s Base Rent shall be prorated on the basis of a thirty (30) day month and shall be payable with the first full monthly Base Rent due hereunder. Landlord’s address for purposes of payment of Rent shall be as set forth in Section 1.01 above, or as from time to time designated in writing to Tenant. For the purposes of this Lease, Base Rent and Tenant’s Proportionate Share of Common Area Charges, Insurance and Taxes shall collectively be referred to herein as “Rent.”

ARTICLE 4 USE OF PREMISES

4.1 The Premises may be used and occupied by Tenant for the Permitted Use.

4.2 Neither Landlord nor Tenant shall do or permit to be done in, on or about the Premises anything (a) which is illegal or unlawful; (b) which is of a hazardous or dangerous nature; (c) which will cause cancellation of any insurance on the Shopping Center; or (d) which will increase the rate of any insurance on the Shopping Center unless Tenant or Landlord, as the case may be, specifically agrees to pay any such increase on insurance.

4.3 Tenant shall not cause, maintain, or permit any nuisance in, on or about the Premises, nor commit any waste therein or thereon.

4.4 Tenant shall in no event be responsible for, or be allowed without Landlord's consent, to make any structural repairs, improvements, or alterations to the Premises.

4.5 Tenant shall have grease traps installed and maintained in a clean and sanitary condition and in good repairs in all kitchen sinks in the Premises; and such traps shall be cleaned on as monthly basis. Tenant shall have the filters in the hoods for food processing exhaust systems kept clean and shall have the hoods scraped and exhaust ducts cleaned every three (3) months. If as is used in the Premises, Tenant shall have a proper gas cut- off valve in the Premises.

ARTICLE 5 DELIVERY OF THE PREMISES

5.1 The "Possession Date," as used herein, shall be the date that Landlord delivers exclusive possession of the Premises, and all keys thereto, in a broom-clean condition to Tenant; and that it shall have completed all of its work and obligations set forth in Section 5.2 hereof to Tenant's reasonable satisfaction.

5.2 On or before the Possession Date, Landlord shall, at its sole cost and expense, in a prompt, good and workmanlike manner, all of which shall collectively be referred to as "Landlord's Work": (a) make all necessary repairs, replacements and do any necessary maintenance so that the Premises and the Common Areas of the Shopping Center in all respects are in compliance with all applicable codes, laws, regulations and ordinances including, but not limited to, the Americans with Disabilities Act (the "**ADA**") so that Tenant can immediately enter into possession of the Premises to install Tenant's initial improvements; and (b) complete the work set forth on Exhibit B hereto to Tenant's reasonable satisfaction. Landlord shall provide Tenant with written notice of the date upon which Landlord's Work will be completed at least thirty (30) days prior to such date ("**Notice of Possession**"). When the Landlord considers Landlord's Work complete, it shall notify Tenant of same. Tenant and Landlord shall conduct a walk-through inspection prior to the Possession Date to identify any items requiring completion. If such walk-through discloses any item, which in Tenant's opinion is not in accordance with the requirements in this ARTICLE 5 and ARTICLE 6, Landlord shall correct such items before Landlord's Work shall be considered complete. Landlord's correction requirement under this Section shall not be deemed to extend the Notice of Possession Date given within Landlord's notice should

Landlord's correction(s) of item(s) found in the walk-through conducted under this Section unless Tenant is unable to commence its work due to the Landlord's corrections.

5.3 Tenant shall have the right, from and after the Effective Date, to have access to the Premises for the purpose of inspecting and measuring the Premises and preparing drawings.

ARTICLE 6 CONDITION OF THE PREMISES

6.1 Landlord shall deliver the Premises to Tenant clean and free of debris on the Possession Date, and Landlord warrants to Tenant that the plumbing, roofing, electrical system including lighting, HVAC systems, and entry doors in the Premises shall be in good operating condition and repair and in compliance with all applicable codes, as of such date, and for a period of not less than one (1) year thereafter. In the event that it is determined by Tenant that this warranty has been violated, then it shall be the obligation of Landlord, after receipt of written notice from Tenant setting forth with specificity the nature of the violation, to promptly rectify such violation, at Landlord's sole cost and expense. Landlord agrees to diligently enforce all of the warranties provided to Landlord by manufacturers of all the equipment on the Premises, including, without limitation, the HVAC systems during said one (1) year period.

6.2 Landlord represents and warrants to Tenant that as of the Possession Date, the Shopping Center and the Premises comply in all respects with applicable building codes, governmental ordinances and regulations, including, but not limited to, the ADA, and that parking for the Premises complies with all governmental requirements, that the zoning for the Premises is such that Tenant may utilize the Premises for purposes the set forth herein, that the Premises and this Lease do not violate any covenants or restrictions of record and that there are no agreements, exclusives, restrictions or prohibitions affecting the Premises or this Lease that limit, conflict or otherwise interfere with Tenant's use of the Premises or other rights under this Lease. If it is determined that this warranty has been breached, then it shall be Landlord's obligation to promptly rectify such violation, at Landlord's sole cost and expense. Notwithstanding anything in this Section 6.2 to the contrary, the Shopping Center is governed by the Amended and Restated Declaration Regarding Construction, Operation and Reciprocal Easements of Ledge Rock Center with restrictive covenants and obligations that cannot be violated by any tenant of the Shopping Center; this document shall be adhered to by Landlord and all tenants of the Shopping Center, including Tenant.

6.3 This Lease shall terminate on the Termination Date without the necessity of notice from either Landlord or Tenant. Upon the Termination Date, Tenant shall quit and surrender to Landlord the Leased Premises, broom-clean, in good order and condition, ordinary wear and tear excepted; and shall surrender to Landlord all keys to or for the Leased Premises.

ARTICLE 7 MAINTENANCE AND REPAIRS

7.1 During the Term of this Lease and any extensions thereof, Landlord, at its sole cost and expense, shall maintain in good order, condition and repair (including replacements and upgrades thereof), life safety systems, the foundations, subflooring, footings, walls, all unexposed plumbing, all structural elements of the Premises, all mechanical equipment not serving the Premises exclusively, all heating, ventilating and air-conditioning equipment not serving the Premises exclusively and the roof (including its waterproof membrane) of the Premises in a watertight condition, and as necessary, or when required by governmental authority, shall make modifications or replacements thereof. Landlord shall commence repair work within five (5) days after notice of a condition requiring repair and shall prosecute it diligently to completion. If the condition requiring a Landlord repair constitutes an emergency or hazardous condition or if the condition creates an unreasonable interference with Tenant's business, then Landlord shall commence such repair immediately following telephonic notice from Tenant of such condition, with written notice from Tenant of such condition to follow. If Landlord fails to make any repair required of it hereunder within the appropriate time period or if the condition, in Tenant's judgment, does not permit time for notice to Landlord, Tenant may make such repair, charge Landlord with the costs thereof.

7.2 Except as otherwise provided in this Lease, Tenant shall repair and maintain as necessary all parts of the Premises not Landlord's responsibility in this Lease (except for ordinary wear and tear, loss by fire or other casualty or damage caused by Landlord), including all HVAC equipment and mechanical equipment serving the Premises exclusively. Notwithstanding anything contained herein to the contrary, Tenant shall not be responsible for any repair or improvement necessitated by the negligence or willful misconduct of Landlord, its agents, employees, or servants under this Lease, or by the breach of or failure of Landlord to perform any of its covenants, obligations, or agreements.

7.3 Landlord warrants and represents that it shall not exercise its control of the Shopping Center in any way, or take any action, or allow any action to be taken, whether temporary or permanent, which shall restrict access to, or visibility of, the Premises or Tenant's signs, impair or interfere in any way the operation of Tenant's business or affect in any way the number of parking spaces or location thereof or the ingress or egress including any driveways which are adjacent to or in the proximity of the Premises.

ARTICLE 8 COMMON AREAS; COMMON AREA CHARGES

8.1 The term "**Common Areas**" means the parking areas, roadways, pedestrian sidewalks, mall whether open or closed, delivery areas, trash removal areas, landscaped areas, security areas, public washrooms and all other areas or improvements that may be provided by Landlord for the common use of tenants in the Shopping Center.

8.2 Landlord shall keep the Common Areas in a neat, clean, and orderly condition, properly surfaced, painted, landscaped and lighted in a manner consistent with other first class shopping centers in the state where the Shopping Center is located, with sufficient casualty and liability insurance and shall promptly repair any damage thereto.

8.3 Beginning on the second month after the Rent Commencement Date, Tenant agrees to pay Tenant's Proportionate Share of the actual, reasonable and necessary out of pocket costs incurred by Landlord directly attributable to maintaining, insuring and repairing the Common Areas of the Shopping Center plus a fee not to exceed fifteen percent (15%) of all the foregoing costs to cover Landlord's supervision, administrative, property management, salaries, overhead and all similar mark-up costs (except that such fee shall not be charged with respect to tax payments, insurance premiums and utility charges) (collectively the "**Common Area Charges**"). Landlord shall use its best efforts to minimize Common Area Charges in a manner consistent with good business practices, and there shall be no duplication in charges to Tenant. All Common Area Charges shall be based upon competitive charges for similar services and/or materials that are available in the general vicinity of the Shopping Center.

8.4 Common Area Charges shall not include, however: (a) leasing commissions and advertising expenses or any other costs incurred by Landlord in procuring new tenants; (b) costs disbursements and other expenses incurred in negotiations or disputes with tenants or prospective tenants; (c) renovating or improving space for tenants or other occupants; (d) depreciation and amortization of the Shopping Center; (e) interest, principal payments and financing costs incurred in connection with any debt associated with the Shopping Center; (f) repairs that are covered under warranties by either manufacturer of materials incorporated into any building located in the Shopping Center or developer of the Shopping Center; (g) expenses paid by any tenant directly to third parties or those which Landlord is otherwise actually reimbursed by any third party or by insurance proceeds; (h) parking facilities' expenses, if charge is made for parking; (i) costs of a capital nature including, but not limited to, capital improvements, capital repairs, structural repairs, capital equipment, capital tools as determined in accordance with generally accepted accounting principles and/or the equivalent costs and fees of leasing or renting same; (j) advertising and promotional expenditures; (k) the costs of correcting any code violations; (l) any other expense that according to generally accepted accounting principles is not considered a normal maintenance or operating expense; (m) costs of replacing the roof of the Premises or any part of the Shopping Center; (n) except as set forth in Section 8.3, management, administrative, overhead, supervisory or other mark-up fees, however termed; (o) interest, fines or penalties payable due to the failure of the Landlord to pay taxes, utilities or other charges in a timely manner; (p) expenses for the defense of the Landlord's title to the Shopping Center, or any part thereof; (q) any amounts expended by Landlord as environmental response costs for removal, enclosure, encapsulation, clean-up, remediation or other activities regarding Landlord's compliance with federal, state, municipal or local hazardous waste and environmental laws, regulations or ordinances; (r) costs to correct original defects in the design, construction or equipment of or latent defects in the Shopping Center, or any part

thereof; (s) any other amounts as a result of Landlord's violation or failure to comply with any governmental regulations and rules or any court order, decree or judgment; (t) rental on ground leases or other underlying leases; or (u) any amounts recovered or recoverable from insurers and/or other third parties.

8.5 Tenant shall pay its share of the Common Area Charges in equal monthly installments with the Base Rent. The estimate of the Common Area Charges for the first full calendar year is set forth in Section 1.01, and Tenant shall, initially, pay its share on the basis of such estimate. On or before April 15 of each calendar year, Landlord shall forward to Tenant a detailed statement, certified to be complete and correct by Landlord, showing the Common Area Charges for the immediately preceding calendar year. If on the basis of such statement Tenant paid more than the actual amount of Common Area Charges for such calendar year, Landlord will credit the excess to the next succeeding monthly installment(s) of Rent, or, if such statement relates to the end of the Term, Landlord shall refund the excess to Tenant together with such statement. After the first calendar year, Tenant's estimated payments shall be based on the actual Common Area Charges for the previous calendar year, prorated if applicable.

8.6 Tenant agrees that Landlord may collect uncontrollable expenses on a monthly basis with the Common Area Charges and place this amount in escrow to cover uncontrollable expenses. The "Uncontrollable Expenses" include, but are not limited to, increases in property taxes, insurance premiums, common area utility charges, snow removal and any other expenses that are beyond the Landlord's control. The Landlord shall provide the Tenant with a written notice detailing the nature and amount of such expenses. The funds held in escrow shall be used exclusively for the payment of the Uncontrollable Expenses. The amount collected for Uncontrollable Expenses shall initially be in the amount as set forth in Section 1.01 but may be increased in after the first full calendar year of the Lease.

8.7 Tenant, upon reasonable notice to Landlord, shall have the right to audit all of Landlord's bills and records relating to the Common Area Charges and Taxes. If Tenant's audit correctly reveals that Tenant's payments for the Common Area Charges or Taxes were excessive based upon the actual charges incurred by Landlord, Landlord shall credit such overpayment against Rent to be paid by Tenant hereunder, or, if such overpayment is discovered after the end of the Term, Landlord shall refund the excess to Tenant together with such statement.

8.8 Tenant shall also have the nonexclusive use of the Common Areas and all rights, privileges, easements, appurtenances in, over and upon adjoining and adjacent public and private land, highways, roads and streets reasonably required for ingress or egress to or from the Premises by Tenant, its agents, servants, employees, contractors, customers and invitees and all others related to Tenant's use and occupancy of the Premises.

8.9 Tenant, its agents, servants, employees, contractors, customers and invitees shall be permitted to park, at no cost to Tenant, in a non-exclusive area in the Common Areas designated for parking.

8.10 Tenant's Proportionate Share of Common Area Charges, for the first full calendar year following the Rent Commencement Date shall not exceed Tenant's Initial Proportionate Share of Common Area Charges set forth in Section 1.01. Commencing with the third full calendar year following the Rent Commencement Date, Common Area Charges shall not exceed the lesser of: (i) the actual increases in the costs comprising the Common Area Charges; or (ii) five percent (5%) of the Common Area Charges actually paid by Tenant for the previous calendar year (excluding any Uncontrollable Expenses which shall not be subject to the cap but shall increase at a rate that such costs actually increase). Therefore, the base amount for calculating the five percent (5%) annual cap thereafter is the actual amount of such Common Area Charges in the third full calendar year following the Rent Commencement Date.

ARTICLE 9 UTILITIES

9.1 Landlord represents and warrants that all water, sewer, gas, electricity, including electricity for lighting, HVAC, telephone, and fire equipment are available. Tenant shall pay for all separately metered water, gas, heat, electricity, sewer charges, telephone, and any other utility or service charge related to its occupancy of the Premises. Any utilities that cannot be separately metered shall be shared in the appropriate pro rotation between the parties using any such joint meter. If Tenant is unable to use the Premises as a result of interruption in utilities, the Base Rent shall abate until the utilities are restored, and Landlord agrees that it shall commence such repairs as soon as possible and diligently pursue such repairs to completion.

9.2 Landlord shall provide, for Tenant's shared use, with the other tenants in Tenant's building a trash and waste enclosure in an area immediately adjacent to the Premises in the location designated by Tenant on plans approved by Landlord. Such enclosure shall be of sufficient size to accommodate a dumpster and any other waste receptacles for Tenant's shared use. During the Term of this Lease, Landlord shall empty and maintain said dumpsters at its expense, but subject to reimbursement as part of Common Area Charges.

9.3 Landlord represents and warrants that all services and hook-ups will be currently paid as of the Possession Date and that all hook-ups will be available to Tenant throughout the Term of this Lease. Any and all tap fees, EDU fees, meter fees, fixture fees, connection fees, impact fees, system development fees or other similar fees relating to the utilities to be used at the Premises shall be paid by the Landlord, and Tenant shall have no responsibility therefor.

ARTICLE 10 REAL AND PERSONAL PROPERTY TAXES

10.1 In addition to Base Rent, Tenant agrees to pay the amount of property taxes for the Leased Premises and Tenant's Proportionate Share of taxes and assessments levied against Building 10 (collectively "**Taxes**") for any year during the period between the Rent Commencement Date and the expiration of the Term of this Lease (the "**Payment Period**"). Tenant shall pay 1/12th of its Proportionate Share of taxes each month during the term as part of the Rent. There shall be excluded from Taxes to which Tenant contributes: (a) any increase in Taxes caused by construction to Building 10 in the Shopping Center commenced subsequent to occupancy by Tenant hereunder until such time as such newly constructed space within Building 9 constitutes rentable floor area; (b) income, excess profits, estate, single business, inheritance, succession, transfer, franchise, excise, capital or other tax assessment upon Landlord or the rentals payable under this Lease; or (c) Taxes on any part of the Shopping Center which are payable pursuant to a separate assessment. On or before the first day of the Term of this Lease, or as soon after that day as practicable, Landlord will give Tenant written notice of Landlord's estimate of the amount payable under this Section 10.1 for the remainder of that calendar year. During December of each calendar year or as soon after December as practicable, Landlord will give Tenant notice of its estimate of the payments to be made pursuant to this Section 10.1 for the ensuing calendar year. On or before the first day of each month during the ensuing calendar year, Tenant will pay to Landlord one-twelfth (1/12th) of the estimated amount; however, if the notice is not given in December, Tenant will continue to pay on the basis of the prior year's estimate until the month after the notice is given. If at any time or times it reasonably appears to Landlord that the payments to be made under this Section 10.1 for the current calendar year will vary from its estimate, Landlord will, by notice to Tenant, revise its estimate for the year, and subsequent payments by Tenant for the year will be based upon the revised estimate. Tenant shall not be responsible for any interest, late charge or other penalty resulting from Landlord's late payment or non-payment of Taxes, except to the extent caused solely by Tenant's delinquent payment, nor any administrative or other charge which may be claimed by Landlord.

10.2 Within ninety (90) days after the close of each calendar year, or as soon after the ninety (90) day period as practicable, Landlord will deliver to Tenant: (i) copy of the tax bill(s) applicable to the Premises and Common Areas; and (ii) a statement of the payments made or to be made under Section 10.1 for the calendar year that has been prepared on the basis of such statement. If on the basis of such statement Tenant owes an amount that is less than the estimated payments for the calendar year previously made by Tenant, Landlord will credit the excess to the next succeeding monthly installment of Base Rent or, at Tenant's option, refund the excess to Tenant immediately. If on the basis of those statements Tenant owes an amount that is more than the estimated payments for such calendar year previously made by Tenant, Tenant will pay the deficiency to Landlord within thirty (30) days after delivery of those statements.

10.3 Taxes for the tax year containing the Rent Commencement Date shall be prorated as of the Rent Commencement Date and taxes for the last year of the Term hereof shall be prorated as of the expiration of the Term so that Tenant shall only pay for such taxes which relate to the tax period included within the Payment Period. With respect to any assessment which may be levied against or upon the Shopping Center or any portion thereof or which under the laws then in force may be evidenced by improvement or other bonds, or may be paid in installments, only the amount of such installment and statutory interest shall be included within the computation of the annual taxes and assessments levied against the Shopping Center or any portion thereof.

10.4 In connection with performing an audit of Common Area Charges, Tenant shall have the right to audit Landlord's or Landlord's agent's records pertaining to Taxes in accordance with the terms of Section 8.7.

10.5 Tenant shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment, and all other personal property of Tenant contained in the Premises. If any of Tenant's said personal property shall be assessed with Landlord's real property, Tenant shall pay to Landlord the taxes attributable to Tenant within thirty (30) days after receipt of a written statement including said tax bill setting forth the taxes applicable to Tenant's property.

ARTICLE 11 INSURANCE

11.1 Tenant shall at all times during the Term hereof and at its own cost and expense procure and continue in force a policy of commercial general liability insurance (also known as broad form comprehensive general liability insurance), insuring against liability for bodily injury, property damage and personal injury arising out of the use, operation or occupancy of the Premises in an amount of not less than Two Million Dollars (\$2,000,000.00), combined single limit. Tenant shall provide to Landlord upon written request a certificate of insurance reflecting such coverage. Tenant shall name Landlord and its lender, property manager, successors and assigns and beneficiaries as additional insured.

11.2 Tenant shall procure and maintain at all times during the Term of this Lease at its sole cost and expense, "Special Form" property insurance coverage, with standard exceptions, covering its fixtures, equipment and personal property located on the Premises, together with insurance against vandalism and malicious mischief. Landlord shall have no interest in the proceeds of insurance maintained by Tenant under this Section 11.2 and will sign all documents which are necessary or appropriate in connection with the settlement of any claim or loss by Tenant.

11.3 Landlord agrees to insure or caused to be insured the Shopping Center and all improvements owned by Landlord or not but excluding anything insured by Tenant in Section 11.2 above against loss or damage by any perils covered by a standard broad form all

risk property insurance policy in an amount equal to the full replacement value. Landlord shall also maintain commercial general public liability insurance against claims for personal injury, death or property damage occurring in, on or about the Common Areas, or the Shopping Center, not leased to Tenant and the sidewalks and areas adjacent to the Premises and the Shopping Center under Landlord's control to afford protection to the minimum limit of Three Million Dollars (\$3,000,000.00) for any personal injury, death or property damage. Subject to ARTICLE 18, all proceeds from such insurance policies shall be used for the restoration of the Shopping Center and the Premises pursuant to the terms of this Lease. Landlord shall provide to Tenant upon written request a certificate of insurance reflecting such coverage.

11.4 Tenant shall pay its Proportionate Share of Landlord's Insurance premiums ("**Insurance Charges**") in equal monthly installments. The estimate of the Insurance Charges for the first full calendar year is set forth in Section 1.01, and Tenant shall, initially, pay its share on the basis of such estimate. On or before April 15 of each calendar year, Landlord shall forward to Tenant a detailed statement, certified to be complete and correct by Landlord, showing the Insurance Charges for the immediately preceding calendar year. If on the basis of such statement Tenant paid more than the actual amount of Insurance Charges for such calendar year, Landlord will credit the excess to the next succeeding monthly installment(s) of Rent, or, if such statement relates to the end of the Term, Landlord shall refund the excess to Tenant together with such statement. After the first calendar year, Tenant's estimated payments shall be based on the actual Insurance Charges for the previous calendar year, prorated if applicable.

11.5 Landlord and Tenant each hereby waive any and all rights of recovery against each other and the officers, employees, agents and representatives of such other party for loss of or damage to such waiving party or its property or the property of others under its control, arising from any cause insured against by any insurance policy in force (whether or not described herein) carried by such waiving party in lieu thereof, and each party shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against either party in connection with any damage covered by any policy.

11.6 All insurance policies required to be carried hereunder shall be issued by insurance companies having a rating of at least A-VI, as set forth in the most recent issue of "Best's Insurance Guide." All policies obtained by Landlord or Tenant under the terms of this Lease shall have an effective coverage date which is the same as the Possession Date. Any party may satisfy its obligations regarding insurance pursuant to an umbrella policy. Notwithstanding anything to the contrary contained in this Lease, Tenant may satisfy any of its insurance requirements under this Lease by means of a blanket, excess liability, and/or umbrella policy(ies), provided the coverage requirements herein are not reduced or diminished thereby. Landlord shall be named as an additional insured on such policies.

ARTICLE 12 RELEASE AND INDEMNITY

12.1 Tenant shall indemnify and hold harmless Landlord from and against claims arising from: (a) Tenant's use of the Premises or the conduct of its business; (b) any negligent act or omission done, permitted or suffered by Tenant in or about the Premises; or (c) any breach or default in the performance of any obligation of Tenant under the terms of this Lease, all of which indemnities shall include court costs and reasonable attorneys' fees; provided, however, that the foregoing shall not extend to any claim arising out of the willful, reckless or negligent act or omission of, or breach of any provision of this Lease by Landlord, its agents, officers, servants, employees or contractors.

12.2 Landlord shall indemnify and hold harmless Tenant from and against any and all claims arising from: (a) Landlord's use and maintenance of the Common Areas or any injuries occurring in the Common Areas or any portion of the Shopping Center outside the Premises; (b) any negligent act or omission done, permitted or suffered by Landlord in, on or about the Premises, or the Shopping Center; or (c) any breach or default by Landlord of any of the representations, warranties or covenants set forth in this Lease or in the performance of any obligation of Landlord under this Lease; all of which indemnities shall include court costs and reasonable attorneys' fees; provided, however, that the foregoing shall not extend to any claim arising out of the willful, reckless or negligent act or omission of Tenant, or breach of any provision of this Lease by Tenant, its agents, officers, servants, employees or contractors.

ARTICLE 13 SIGNAGE

15.1 Tenant may install signage, subject to: (i) Landlord's prior written approval which approval Landlord agrees shall not be unreasonably withheld; (ii) Tenant's receipt of approval from the relevant governmental authorities; and (iii) compliance with Ledge Rock Center Sign Criteria (<https://ledgerockcenter.com/wp-content/uploads/2024/06/Tenant-Sign-Criteria.pdf>). Tenant does not have to pay Landlord any rental for signage but must pay for all costs to construct and install the signage. Tenant may install and display any interior signage and advertising materials as Tenant deems appropriate but shall require Landlord's approval for any window signage on the front façade of the Premises. Tenant shall be allowed to place appropriate signage on the entrances to the Premises advertising Tenant's hours of operation and other information and shall be allowed to install tasteful "Coming Soon," "Now Hiring" and "Now Open" banners during the months previous to Tenant's opening for business to the public and shortly thereafter opening to the public. Any window signage is only allowed for the first three months after the Rent Commencement Date, and thereafter all signage must be 3 feet from the window glass.

15.2 Tenant may contract to have signage on the Multi-Tenant Sign Towers in the Shopping Center, if space is available and only pursuant to a separate Sign Agreement with

the owner of the Multi-Tenant Sign Towers. For additional information review: <https://ledgerrockcenter.com/monument-signs-plans/>.

ARTICLE 14 ASSIGNMENT AND SUBLETTING

14.1 Tenant may not assign or transfer this Lease or Tenant's interest therein or sublet the Premises or any part thereof without Landlord's consent, which consent shall not be unreasonably withheld, delayed, or conditioned.

14.2 If Tenant desires at any time to enter into an Assignment of this Lease for which Landlord's consent is required, it shall first give written notice to Landlord of its desire to do so, which notice shall contain: (a) the name of the proposed assignee, subtenant or occupant; and (b) the nature of the proposed assignee's, subtenant's or occupant's business to be carried on in the Premises. At any time within thirty (30) days after Landlord's receipt of such notice, Landlord shall, by written notice to Tenant: (a) consent to the Assignment; or (b) reasonably withhold its consent. If the Landlord disapproves the Assignment, Landlord agrees to supply Tenant with a written statement setting forth the specific reasons for such disapproval. Failure by Landlord to supply this written statement within said thirty (30) day period shall be deemed consent by Landlord to any such Assignment. If Landlord consents to the Assignment within said thirty (30) day period, Tenant may thereafter enter into such Assignment of the Premises or portion thereof. No Assignment, even if consented to by Landlord, shall relieve the assignee and/or Tenant from any obligation to be performed by Tenant under this Lease whether arising before or after the Assignment.

14.3 For purposes of the Lease, any sale or transfer of capital stock including redemption or issuance of additional stock of any class, will not be deemed an assignment, subletting or transfer of the Lease. Further, notwithstanding anything in the Lease to the contrary, the following shall not be deemed an assignment or violation of this Lease (a) Tenant's going from a publicly held corporation to a privately held corporation; (b) any public offering of Tenant's stock; or a sublease or assignment of all or part of the Premises to any affiliate or successor by way of merger, acquisition, or similar transaction; or (c) an assignment to Tenant's franchisor.

ARTICLE 15 IMPROVEMENTS, ALTERATIONS AND SURRENDER

15.1 Tenant shall provide its plans and specifications for its initial improvements to the Landlord for its review and approval ("Tenant's Plans and Specifications") by the Effective Date of the Lease. Landlord agrees to approve or disapprove Tenant's Plans and Specifications within twenty (20) days of delivery of same to Landlord, and to provide specific reasons and instructions regarding any disapproved matters. If Landlord fails to so respond within such twenty (20) day period, Tenant's Plans and Specifications shall be deemed approved by Landlord. If Tenant's Plans and Specifications were delivered prior to the

execution of this Lease, Landlord and Tenant agree that the twenty (20) day period shall run from Tenant's delivery of such Tenant's Plans and Specifications, not the Effective Date of this Lease. Landlord agrees that Tenant shall have the right to submit photos in lieu of any Landlord required sample board.

Tenant may be permitted to use the storefront sidewalk area adjacent to the Premises for outdoor seating for its customers, subject to Landlord's approval and conditions and all governmental approvals. Landlord shall address the outdoor dining matter at the same time it responds to Tenant's Plans and Specifications.

15.2 Landlord shall provide Tenant with a tenant improvement allowance (the "T.I. Allowance") in the maximum amount of One Hundred Five Thousand Dollars (\$105,000.00) (\$35 per square foot based on 3000 square feet) for the cost of the Tenant Improvements constructed and described in Tenant's Plans and Specifications. Any costs for Tenant Improvements in excess of the T.I. Allowance shall be paid for by Tenant, and the availability of liquid funds for the full amount of such excess shall be demonstrated to Landlord. Landlord shall reimburse Tenant for the T.I. Allowance, within sixty (60) days after the last of the following to occur: (a) receipt by Landlord of a copy of the Certificate of Occupancy; (b) receipt by Landlord in the form of AIA Document G702 (Application for Payment) together with evidence of paid invoices and fully executed, notarized lien waivers (without contingency) covering the work for which reimbursement is then being requested; and (c) Tenant opening for business. If Landlord does not pay the T.I. Allowance as required herein and such failure continues for a period of ten (10) days after written notice to Landlord, Tenant shall have the right to offset the T.I. Allowance against any payment owed by Tenant to Landlord.

15.3 Tenant shall without the prior written consent of Landlord, have the right at any time and from time to time during the Term of this Lease, to, at Tenant's sole cost and expense, erect, alter, remodel, renovate, rehabilitate, reconstruct, rebuild, replace and remove any interior, non-mechanical, non-structural portion of the Premises, all to Tenant's specifications. Except as set forth in Section 15.3, Tenant shall not make any exterior, mechanical, or structural alteration to the Premises without Landlord's prior consent, which shall not be unreasonably withheld, delayed or conditioned. Tenant shall give Landlord ten (10) days' advance notice before commencing any work under this Section to permit Landlord to post notices of non-responsibility. Tenant shall provide plans and specifications for any work requiring Landlord's consent under this Section to Landlord for its review and approval. Landlord agrees to approve or disapprove the performance of the alterations, and Tenant's plans and specifications therefor, within ten (10) days of delivery of same to Landlord, and to provide specific reasons and instructions regarding any disapproved matters. If Landlord fails to so respond within such ten (10) day period, the alterations and the plans and specifications therefor shall be deemed approved.

15.4 At any time during the Term of this Lease, notwithstanding anything in this Lease to the contrary, Tenant may at its sole option, (but shall not be obligated to), remove any

or all additions, improvements, fixtures, installations, moveable trade fixtures, furniture and other personal property which were placed in the Premises by Tenant and funded by Tenant, provided Tenant shall repair any damage occasioned by such removal. All work with respect to any alterations, additions and changes shall be done in a good and workmanlike manner. Any such changes, alterations and improvements shall be performed in accordance with the laws and ordinances relating thereto.

ARTICLE 16 DEFAULT AND REMEDIES

16.1 The occurrence of any one or more of the following events shall constitute a breach and default of this Lease by Tenant ("**Tenant Default**"):

a) The failure by Tenant to make any payment of the Rent and/or any other amount owed to Landlord, as and when due, where such failure shall continue for a period of ten (10) days after receipt by Tenant of written notice thereof from Landlord; or

b) Except as otherwise provided in this Lease, the failure by Tenant to make payments, observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than described in paragraph (a) above, where such failure shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of Tenant's noncompliance is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commenced such cure within said thirty (30) day period and thereafter diligently and expeditiously prosecutes such cure to completion.

c) Tenant makes an assignment of its property for the benefit of creditors; or any bankruptcy, insolvency or reorganization proceeding or arrangement with creditors (whether through court or by proposed composition with creditors) is commenced against Tenant) or Tenant's leasehold interest is levied on, attached, or taken by any process of law.

16.2 In the event of any Tenant Default, then in addition to any and all other remedies available to Landlord at law or in equity, Landlord shall have the right to terminate this Lease and all rights of Tenant hereunder by giving written notice to Tenant of its election to do so. If Landlord shall elect to terminate this Lease, then it may recover from Tenant:

(a) The worth at the time of the award ("**Award**") by a court of competent jurisdiction, of the unpaid Base Rent, (including recoupment of six months free rent) which includes any unpaid Taxes, Insurance Charges and Common Area Charges, payable hereunder which had been earned at the date of such termination and through termination until mediating circumstances cause the additional accrual of monies owed to cease; plus,

(b) The worth at the time of the Award by a court of competent jurisdiction of the amount by which the unpaid Base Rent which would have been earned after termination

and until the time of the Award exceeds the amount of such rental loss which could have been reasonably avoided; plus,

(c) The worth at the time of the Award of the amount by which the unpaid Base Rent for the balance of the then current term of the Lease after the time of the Award exceeds the amount of such rental loss which could be reasonably avoided; plus,

(d) Any other reasonable amounts necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations hereunder; and

(e) At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted by applicable state law from time to time; plus,

(f) Any and all court costs, reasonable attorney's fees, and/or any costs of collection for collecting any owed funds from any Default.

16.3 As used in subparagraphs (a) and (b) above, the "worth at the time of the Award" is computed by allowing interest at the Interest Rate. As used in subparagraph (c) above, the "worth at the time of the Award" is computed by discounting such amount to present value at the rate of 4% per annum.

16.4 In the event of any Tenant Default, Landlord shall also have the right to terminate Tenant's right of possession by any lawful means, to re-enter the Premises by legal means and remove all property and persons therefrom, and any such property may be removed and stored in a public warehouse or elsewhere at the cost and for the account of Tenant.

16.5 If Landlord has not elected to terminate this Lease, Landlord may maintain Tenant's right to possession in which case Landlord may recover all Base Rent and Operating Expenses as they become due.

ARTICLE 17

LANDLORD DEFAULT

17.1 If Landlord fails to perform any of Landlord's obligations under this Lease, and (i) such failure is not cured within thirty (30) days after Tenant's delivery of written notice to Landlord, specificizing such failure; or (ii) such failure requires more than thirty (30) days to cure and continues beyond that time reasonably necessary to cure (and Landlord has not undertaken procedures to cure the failure within such thirty (30) day period and fails to diligently pursue such efforts to complete such cure) then Landlord shall be in default and Tenant's sole remedies shall be to seek remedies through judicial action, limited equitable remedies of injunctions and specific performance, as well as "actual damages" to the Premises directly resulting from such default. Tenant shall not be relieved from paying Rent and fulfilling its other covenants under this Lease while such action is pending.

ARTICLE 18 DAMAGE OR DESTRUCTION

18.1 Tenant shall give Landlord prompt notice of fire or other casualty to the Premises.

18.2 If (i) the Shopping Center is damaged to the extent of more than twenty-five percent (25%) of the replacement cost; (ii) the structure of the Premises is damaged to the extent of more than ten percent (10%) of the replacement cost; or (iii) the structure of the Shopping Center building housing the Premises is damaged during the last year of the Lease Term or any Renewal Terms to the extent of more than ten (10%) of the replacement cost, then in any of such events, Landlord may terminate this Lease on thirty (30) written notice to Tenant within ninety (90) days following the casualty.

18.3 In the damages renders the Premises wholly or partially untenable, there shall be a fair and equitable abatement of Base Rent until thirty (30) days after the Landlord has substantially completed its repairs to the Premises.

ARTICLE 19 EMINENT DOMAIN

19.1 If the whole of the Premises is taken in connection with eminent domain, the Lease Term shall expire when Landlord shall be divested of title, and Rent shall be apportioned as of that date.

19.2 If twenty percent (20%) or more of the square footage of the Premises is taken by eminent domain, Tenant may terminate this Lease by giving Landlord written notice within thirty (30) days after such taking is formalized. The termination shall be effective as of the date possession of the taken part shall be required for public use and Rent shall be apportioned as of that date.

19.3 If twenty percent (20%) or more of the of (i) the square footage of the Premises, (ii) the square footage of the Shopping Center; or (iii) the Common Areas is taken by eminent domain, Landlord may terminate this Lease by giving Tenant written notice within thirty (30) days after such taking is formalized. The termination shall be effective as of the date of possession of the taken part shall be required for public use and Tent shall be apportioned as of that date.

19.4 Tenant shall not have any claim for an award based on the loss of its leasehold estate and hereby assigns any such interest to Landlord. Except as stated below, Landlord shall be entitled to all damages in connection with such taking. Tenant may recover for itself damages for movable trade fixtures which were installed and paid for by Tenant, provided that landlord's award is not reduced thereby.

19.5 Eminent domain shall include any sale in lieu of condemnation proceeding.

ARTICLE 20
ABATEMENT OF RENT WHEN TENANT IS PREVENTED
FROM USING PREMISES

20.1 In the event that Tenant is prevented from using, and does not use, the Premises or any portion thereof for five (5) consecutive business days at any time during the Term or ten (10) calendar days in any three hundred sixty-five (365) day period (the "**Eligibility Period**") as a result of Landlord's default under this Lease, negligence or intentional misconduct, then the Rent payable by Tenant hereunder shall be abated or reduced, as the case may be, for such time that Tenant continues to be so prevented from using, and does not use, the Premises or a portion thereof, in the proportion that the rentable area of the portion of the Premises that Tenant is prevented from using, and does not use, bears to the total rentable area of the Premises. Tenant's abatement period shall continue until Tenant has been given sufficient time, and sufficient access to the Premises, to rebuild or restore the portion of the Premises Tenant is required to rebuild, repair or restore. To the extent Tenant is entitled to abatement because of an event addressed in another provision of this Lease, the Eligibility Period shall not be applicable, and abatement of Rent shall occur pursuant to those provisions.

ARTICLE 21
QUIET POSSESSION

21.1 Notwithstanding anything contained in the Lease to the contrary, Landlord covenants with Tenant to keep Tenant in quiet possession of the Premises during the Term of this Lease and any extensions thereof. Landlord warrants and represents to Tenant that the Landlord is solely vested with fee simple title to the Premises and the Shopping Center and has full right and lawful authority to lease the Premises to Tenant. Landlord further warrants and represents that there are no liens, encumbrances, mortgages, easements, or any other matters which would preclude or otherwise adversely affect Tenant's intended use or other rights or benefits under this Lease.

ARTICLE 22
BINDING ON HEIRS, SUCCESSORS, AND ASSIGNS

22.1 The covenants and agreements of this Lease shall be binding upon the heirs, executors, administrators, successors and assigns of both parties hereto, except as hereinabove provided.

22.2 In the event of a sale of the Premises or a change in ownership of Landlord's estate, or if there is an assignment or transfer of this Lease by Landlord for other than security purposes, Landlord shall cause the new owner or Landlord's assignee or transferee, as applicable, to assume the provisions of this Lease and notice of such assignment or transfer, as

well as a copy of the effective instrument of transfer, shall be given to Tenant within fifteen (15) days after the date of transfer. Tenant shall be entitled to continue to pay Rent and give all notices to Landlord until Tenant has received the foregoing from Landlord. Landlord shall deliver all funds in which Tenant has an interest including but not limited to Tenant's security deposit, if any, to Landlord's purchaser or assignee.

ARTICLE 23 ESTOPPEL CERTIFICATES

23.1 Tenant shall, within thirty (30) business days after Tenant's receipt of Landlord's written request thereof, execute, acknowledge, and deliver to Landlord an Estoppel Certificate certifying such factual matters relating to this Lease as Landlord may reasonably require.

23.2 Landlord shall, within thirty (30) business days after Landlord's receipt of Tenant's written request thereof, execute, acknowledge, and deliver to Tenant an Estoppel Certificate certifying such factual matters relating to the Lease as Tenant may reasonably require.

23.3 Such Estoppel Certificates shall be for the purpose of facilitating either party's financing, refinancing or sale activities only, and shall not affect or prejudice any rights or remedies of either party against the other. If a party fails to deliver an Estoppel Certificate the other party requests, that failure will be deemed conclusive on the party failing to deliver the Estoppel Certificate that this Lease is in full force and effect, that there are no uncured defaults under this Lease and that this Lease has not been modified except as may be represented by the party requesting the Estoppel Certificate. In addition, the failure to deliver an Estoppel Certificate by any party within (30) thirty business days after receipt of a request, where such failure continues for an additional five (5) business days after receipt of a second request, shall make the failing party liable for damages in the amount of \$500 per day until the failing party provides the requested Estoppel Certificate ("**Liquidated Damages**"). The parties acknowledge that a failure to deliver the Estoppel Certificate may cause substantial economic damages and losses of types and amounts which are impossible to compute and ascertain and that the liquidated damages represent a fair, reasonable, and appropriate estimate.

ARTICLE 24 NOTICES

24.1 Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery, overnight mail or certified U.S. Mail and shall be deemed effective when received by the intended addressee (whether accepted or rejected) if addressed to Tenant or to Landlord at the addresses noted in Section 1.01. Either party may by notice to the other specify a different address for notice purposes. A copy of all notices required or permitted to be given to Landlord and Tenant hereunder shall be concurrently transmitted to

such party or parties at such addresses as Landlord and Tenant may from time to time hereafter designate by notice to the other party.

ARTICLE 25 CONFIDENTIALITY

25.1 All statements delivered to Landlord by Tenant and all information obtained by Landlord about Tenant, including, without limitation, financial information, in the exercise of Landlord's rights hereunder shall be held in strict confidence and shall not be disclosed to any party other than: (a) Landlord's personnel having the explicit need to know such information, for which Landlord agrees to get such personnel to similarly keep all such information confidential and Landlord shall have such personnel, at the request of Tenant, execute a written confirmation of its confidential obligation hereunder to Tenant containing terms and conditions acceptable to Tenant; or (b) any current or prospective mortgagee, upon written request from such mortgagee to Tenant, in contemplation of an actual and bona fide transaction, for which Landlord agrees to get such mortgagee to similarly keep all such information confidential and Landlord shall have such mortgagee, at the request of Tenant, execute a written confirmation of its confidential obligation hereunder to Tenant containing terms and conditions acceptable to Tenant.

ARTICLE 26 LANDLORD'S ACCESS

26.1 Landlord's and Landlord's agents, upon 72 hours' prior written notice to Tenant, shall have the right to enter the Premises at reasonable times for the purpose of (a) inspecting the same, (b) showing the same to prospective purchasers or lenders, (c) showing the same to prospective lessees within one hundred twenty (120) days of the end of the Term, and (d) making such alterations, repairs, improvements or additions to the Premises as Landlord may be required to make pursuant to the terms hereof.

ARTICLE 27 FORCE MAJEURE

27.1 Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of nature, inability to obtain labor or materials or reasonable substitute therefor, governmental restrictions, regulations or controls, enemy or hostile governmental action, riot, civil commotion, fire or other casualty, shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage, except as otherwise stated in this Lease to the contrary.

ARTICLE 28 RIGHT TO CLOSE BUSINESS

28.1 Tenant may, in its sole discretion, close its business at any time and for any reason whatsoever, including without limitation, for the following holidays: New Year's Day, Easter Sunday, July 4th, Thanksgiving Day, Christmas Day and any other holidays recognized by Tenant. Such closing shall not release Tenant from any of its obligations herein until such time as the Lease is terminated or expires by its terms. In the event that Tenant has failed to operate its business from the Premises for a period of one hundred eighty (180) consecutive days, and such failure is not due to remodeling, casualty or condemnation, Landlord shall have the right (as its sole right and remedy due to such failure to operate) to terminate this Lease and recapture the Premises by providing Tenant with written notice thereof at least thirty (30) days prior to the recapture date. Notwithstanding the foregoing, Tenant shall have the right to elect to nullify the Landlord's election to recapture the Premises by reopening for business in the Premises within such thirty (30) day period. Upon the recapture date, both Landlord and Tenant shall be released from any and all duties, liabilities, and obligations under this Lease accruing on or after the recapture date.

ARTICLE 29 HAZARDOUS MATERIALS

29.1 Landlord represents and warrants that (a) any handling, transportation, storage, treatment or usage of Hazardous Material (as defined below) that has occurred on the Premises or the Shopping Center, or the land on which the same are located, to date has been in compliance with all applicable federal, state and local laws, regulations and ordinances; (b) the soil, groundwater and soil vapor on or under the Premises and the Shopping Center are free of Hazardous Material as of the Possession Date; and (c) there are no underground storage tanks on the Premises or in the Shopping Center and no underground storage tanks have been removed from the Premises or the Shopping Center.

29.2 Tenant will not store, use, or dispose of any hazardous materials in, on or about the Premises, the Common Areas, or the Shopping Center in violation of any state, federal or local law, ordinance, rule, or regulation. Tenant will be solely responsible and covenants that it shall and hereby does indemnify, protect, defend and hold Landlord, its directors, officers, employees and agents and any successor to Landlord's interest in the Premises, free and harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) and all foreseeable and unforeseeable consequential damages, whether known or unknown, which might directly or indirectly or in whole or in part be caused by, arise out of or be related to Hazardous Material that is introduced to the Premises or the Shopping Center by Tenant. Tenant shall remove any Hazardous Materials introduced into the Premises by Tenant at the expiration or termination of the Lease Term.

29.3 As used herein, the term "Hazardous Material" means petroleum products, asbestos, mold, and any other hazardous or toxic substance, material or waste, which is or becomes regulated by any applicable state, local or federal governmental authority, whether originating from the Premises, or the land on which the same are located, or migrating, flowing, percolating, diffusing or in any way moving onto or under the Premises. The provisions of this Article shall survive the termination of this Lease.

ARTICLE 30 RENEWAL

30.1 Provided Tenant is not currently in default under this Lease (after the expiration of any applicable notice and cure period), Tenant may request to extend the Lease two (2) successive five (5) year terms (each a "**Renewal Term**") by providing written notice of Tenant's intent to extend the Lease to Landlord no less than 270 days prior to the end of the then current Lease Term.

30.2 The Base Rent for each Renewal Term shall be increased by ten percent (10%) over the most current Base Rent as detailed in Section 1.01 G.

ARTICLE 31 PUBLIC IMPROVEMENTS

31.1 Landlord, the Town of Johnstown, Colorado, a Colorado home-rule municipality (the "**Town**"), and Ledge Rock Center Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the "**District**"), are parties to a Seconded Amended and Restated Development and Reimbursement Agreement for Ledge Rock Center Commercial dated September 12, 2022 and recorded in the real property records of Weld County, Colorado (the "**County**"), on September 14, 2022 at Reception No. 4855101 (the "**DRA**"). The DRA concerns, *inter alia*, financing the "Public Improvements Costs" as such term as defined in the DRA. All other capitalized terms used in this Article 31, but not defined herein, will have the meaning given from them in the DRA. Tenant acknowledges that, in accordance with the DRA, the Public Improvements Costs will be paid for, in whole or in part, through the following: First, there will be a Sales Tax Credit implemented by the Town of two percent (2%) of its current three percent (3%) Sales Tax coupled with the imposition, through the recording of the PIF Covenant, in lieu and in addition to such credited Sales Tax, of a public improvements fee (the Credit PIF) in the amount of two percent (2%) on all Taxable Transactions (which could potentially be raised to three percent (3%)). Second, pursuant to the DRA, an additional public improvements fee (the Add-On PIF) in the amount two and one-half percent (2.5%) will be imposed on all Taxable Transactions. The PIF (meaning, collectively, the Credit PIF and the Add-On PIF) is required to be collected by all sellers or providers of goods or services who engage in any Taxable Transactions within the Shopping Center Property from the purchaser or recipient of such goods or services and then paid over to a PIF Collecting Agent who will receive the PIF Revenues and remit the

same to a PIF Trustee or a Bond Trustee (either a "Trustee") to make debt service payments on the Bonds or to such other party as may be entitled thereto pursuant to the DRA, the PIF Covenant and/or the financing documents executed pursuant thereto. There will be a "PIF Collecting Agent", which Landlord will inform Tenant of the same, for the PIF unless and until a successor PIF Collecting Agent is designated pursuant to the provisions of the DRA.

31.2 Tenant acknowledges that Tenant, its customers and the public at large will be benefited by the Public Improvements and hereby agrees that, throughout the Term of this Lease, it will assess, collect and remit the PIF as herein directed on all Taxable Transactions initiated, consummated, conducted, transacted or otherwise occurring from or within the Land (provided that if, during the Term, the amount of the PIF required to be so assessed, collected and remitted is changed pursuant to the PIF Covenant, then Tenant will be required to assess, collect and remit the changed amount). The PIF will be imposed upon and collected from Tenant's customers and become due and payable from Tenant in regard to all Taxable Transactions. The District may, pursuant to the PIF Covenant, from time to time establish uniform guidelines clarifying and delineating the procedures to be followed for the collection and remittance of the PIF, including the reporting forms to be used in remitting the PIF to the PIF Collecting Agent. Such guidelines will be delivered to Tenant in writing, and Tenant will be entitled to rely thereon for purposes of compliance with this Article 31 and the PIF Covenant. In all events, Tenant will be subject to all sales and use taxes that may be imposed by the State of Colorado, the County, the Town, and any other applicable taxing authority.

31.3 Whether or not collected from customers, Tenant will pay the PIF monthly in arrears on all Taxable Transactions initiated, consummated, conducted, transacted, or otherwise occurring from or within the Land during such month. The PIF will be due and payable without notice within twenty (20) days after the close of each calendar month, and Tenant will pay the same directly to the PIF Collecting Agent pursuant to the PIF Covenant. The PIF will be calculated and imposed on Taxable Transactions at the rate stated above prior to the calculation and assessment of any Town, County or State of Colorado sales tax, and any sales taxes of any other taxing entity required to be imposed by applicable laws. The PIF will be added to the sales price for the Taxable Transactions prior to the calculation of sales taxes. All Town Sales Tax and sales taxes of other taxing entities will be calculated and assessed on the sum of the Taxable Transactions price plus the amount of the PIF. Specific instructions regarding reporting forms and payment procedures will be provided to Tenant by the PIF Collecting Agent. TENANT HEREBY ACKNOWLEDGES THAT THE PIF IS NOT A TAX IN ANY FORM AND THAT THE AUTHORITY OF THE PIF COLLECTING AGENT TO RECEIVE THE PIF IS DERIVED THROUGH THE PIF COVENANT.

31.4 Tenant will deliver to the District, the PIF Collecting Agent, and, at the express written direction of the District, to the Town or any Bond Trustee (collectively, "Report Recipients"), true and complete copies of all written reports, returns, statements, records and declarations, including any supplements or amendments thereto (collectively the

"Reports") made or provided to the Town or the State of Colorado by Tenant in connection with all Sales Taxes for the corresponding tax period or activity at the same time such Reports are delivered to the Town or the State of Colorado. If any subsequent adjustments, additions or modifications are made to any Sales Taxes or the PIF reported, remitted or paid, or Report made, by Tenant to the Report Recipients, the Town or the State of Colorado with respect to Sales Taxes, or the PIF, Tenant will provide the Report Recipients with true and complete copies of all revised Reports or other written material issued or received by Tenant in regard thereto. If any such adjustment increases the amount of the PIF that Tenant is required to remit or pay, or results in a refund of such PIF, Tenant will immediately pay such additional PIF in the amount due, or will, in the discretion of the PIF Collecting Agent receive either an appropriate refund or an appropriate credit against the next PIF due from Tenant in the amount of such excess PIF. Tenant will claim such credits or pay such additional PIF with respect to Taxable Transactions in the next applicable reporting period by use of the standard reporting and remittance forms. All Reports made or provided by Tenant will be maintained by Tenant for at least three years from the date of submission thereof to the Town and/or State of Colorado, and upon written request, will be made available at Tenant's expense to the Report Recipients for inspection and audit. Subject to the PIF Covenant, Reports received by Landlord, the PIF Collecting Agent, the District or any Bond Trustee will remain confidential and be used only for purposes of collecting the PIF, enforcing Tenant obligations under the PIF Covenant, and otherwise monitoring compliance with the provisions of the PIF Covenant.

31.5 In no event whatsoever will any provision of this Lease be deemed to reduce or abate Tenant's obligations respecting payment of the PIF as set forth in the DRA. The failure or refusal of Tenant to assess, collect or remit the PIF, or to comply with the requirements concerning notification to customers as required by the DRA, will constitute a Tenant Default under this Lease. THE DISTRICT, ANY TRUSTEE, AND THE PIF COLLECTING AGENT ARE HEREBY EXPRESSLY MADE THIRD PARTY BENEFICIARIES OF TENANT'S OBLIGATIONS UNDER THIS ARTICLE 31, INCLUDING, BUT NOT LIMITED TO, THE ASSESSMENT, COLLECTION AND REMITTANCE OF THE PIF. TENANT ACKNOWLEDGES AND AGREES THAT THE DISTRICT, ANY TRUSTEE, AND THE PIF COLLECTING AGENT WILL HAVE A DIRECT CAUSE OF ACTION AND FULL RIGHT AND AUTHORITY TO ENFORCE TENANT'S OBLIGATIONS UNDER THIS ARTICLE 31, AND THAT NO DEFAULT BY LANDLORD UNDER ANY PROVISION OF THIS LEASE WILL ENTITLE TENANT TO ANY OFFSET, DEDUCTION OR OTHER DEFENSE TO PAYMENT OF THE PIF DUE HEREUNDER. Any payment of the PIF not paid when due under the PIF Covenant will be subject to such interest and/or late fees as may be provided in the PIF Covenant. Landlord, the District, any Bond Trustee, the PIF Collecting Agent (and the Town with respect to the judgment PIF [or any third party designated by any of the foregoing (collectively, an **"Enforcing Party"**)], will have the right to enforce the provisions of the PIF Covenant against Tenant if Tenant fails to abide by any of the terms and conditions of the PIF Covenant. An Enforcing Party will be awarded and recover from Tenant all reasonable costs and expenses incurred by such Enforcing Party in successfully enforcing the obligations of Tenant under the PIF Covenant in any legal proceedings brought (or defended)

by such Enforcing Party. Any right, title, or interest of Landlord, if any, in the PIF and the obligations of Tenant as set forth in this Article 31 may be assigned by Landlord to the District, any Trustee, or the PIF Collecting Agent; provided, however, notwithstanding any such assignment, Landlord will be entitled to enforce this Article 31 against Tenant in the event Tenant fails to comply with the provisions hereof.

31.6 Tenant hereby specifically authorizes the PIF Collecting Agent and the Town to audit the books and records of Tenant to determine compliance with the PIF collection and remittance obligations of Tenant pursuant to this Article 31 and the PIF Covenant and, subject to the restrictions set forth in the next sentence, to release to the District, any Trustee and any dissemination Agent for distribution to purchasers of any Bonds (but not to any other person or entity, except as required by law) such audited information and any PIF-related Reports, returns (including sales tax returns) and other documents as are delivered to the PIF Collecting Agent by Tenant and any relevant information gathered by the PIF Collecting Agent or the Town (or the State of Colorado to the extent it is collecting any sales taxes on behalf of the Town) during an audit or in reviewing such reports, returns or other documents (collectively, the “**Confidential Information**”); provided, however, pursuant to the PIF Covenant, all Confidential Information, together with the contents thereof, will be kept confidential and will not be disclosed or otherwise published by any person to whom the PIF Collecting Agent so releases Confidential Information, except for such disclosures or publications as may be required by applicable laws. Without limiting the foregoing confidentiality and non-disclosure requirements, to the fullest extent permitted under applicable laws, any publication or disclosure of Confidential Information submitted by or pertaining to Tenant (or the contents of such Confidential Information) by the PIF Collecting Agent, the Town, the District, any Trustee or any Dissemination Agent (or by anyone else to whom the PIF Collecting Agent is required by law to disclose Confidential Information) that is otherwise required to be made, will be made only on an aggregated basis with the similar information submitted by other retailers and without separate identification (direct or indirect) of the PIF or sales of such specific retailer. Tenant will write “confidential commercial information” on every Report that it furnishes to the District, the Town (or the State of Colorado to the extent it is collecting any sales taxes on behalf of the Town) or the PIF Collecting Agent to assist with the maintenance of confidentiality, notwithstanding the Colorado Open Records Act, as the same may be amended from time to time.

31.7 LANDLORD AND TENANT HEREBY ACKNOWLEDGE THAT THE FOREGOING PROVISIONS OF THIS ARTICLE 31 HAVE BEEN OR WILL BE RELIED ON BY THE DISTRICT AND ANY TRUSTEE IN TAKING CERTAIN ACTIONS WITH RESPECT TO THE PIF AND THE PUBLIC IMPROVEMENTS WITH THE EXPRESS CONDITION THAT THE FOREGOING PROVISIONS OF THIS ARTICLE 31 WILL NOT BE AMENDED, MODIFIED OR WAIVED. LANDLORD AND TENANT THEREFORE AGREE THAT NO AMENDMENT OR MODIFICATION WILL BE MADE TO, NOR ANY WAIVER MADE OR ACCEPTED BY LANDLORD OR TENANT, WITH RESPECT TO THE FOREGOING PROVISIONS OF THIS ARTICLE 31, AND THAT ANY SUCH PURPORTED

AMENDMENT, MODIFICATION OR WAIVER WILL BE VOID AND OF NO FORCE AND EFFECT.

31.8 Tenant agrees to cause any assignee, subtenant, licensee, concessionaire, or other party who Tenant permits to conduct any Taxable Transactions from the Land, prior to conducting any business from the Land, to acknowledge and agree to (in a manner that causes such party to be bound by) all provisions of this Article 31. However, nothing set forth in this Article 31 will be deemed to permit Tenant to allow anyone to occupy the Land in violation of Article 14.

ARTICLE 32 MISCELLANEOUS

32.1 This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior or contemporaneous agreement or understanding, whether oral or written, pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of the modification.

32.2 The invalidity of any provision of this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

32.3 Each of Landlord and Tenant represents that each individual executing this Lease on behalf of Landlord and Tenant is duly authorized to execute and deliver this Lease on its behalf.

32.4 Landlord and Tenant represents and warrants that it has not dealt with any broker in connection with this Lease, except for Landlord's brokers, Melissa Moran and Molly Bayer of CBRE ("Landlord's Broker"). Landlord shall pay commissions in accordance with a separate agreement. Landlord shall indemnify and hold harmless Tenant from any payments owed to Landlord's Broker. Landlord warrants that Tenant shall not, as a direct or indirect result of execution of this Lease, be responsible to anyone, including, without limitation, real estate brokers or salespersons, for any fees or commissions. Landlord hereby indemnifies and holds Tenant harmless from and against any and all costs, expenses, claims, losses, and liabilities arising out of the breach of this warranty.

32.5 This Lease shall be governed by the laws of the State of Colorado.

32.6 In the event of any proceeding, claim or action being filed or instituted between the parties with respect to this Lease, the prevailing party will be entitled to receive from the other party all costs, damages and expenses, including reasonable attorney's fees, incurred by the prevailing party in connection with that action or proceeding upon the controversy being reduced to final judgment or award.

32.7 If Tenant remains in possession of the Premises or any part thereof after the expiration of the Term hereof, such occupancy shall be a tenancy from month to month upon all the provisions of this Lease pertaining to the obligations of Tenant and additionally, Tenant shall pay 125% increases annually above the payment of the current Base Rent ("**Holdover Minimum Rent**").

32.8 This Lease may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the dates set forth below.

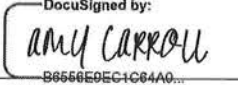
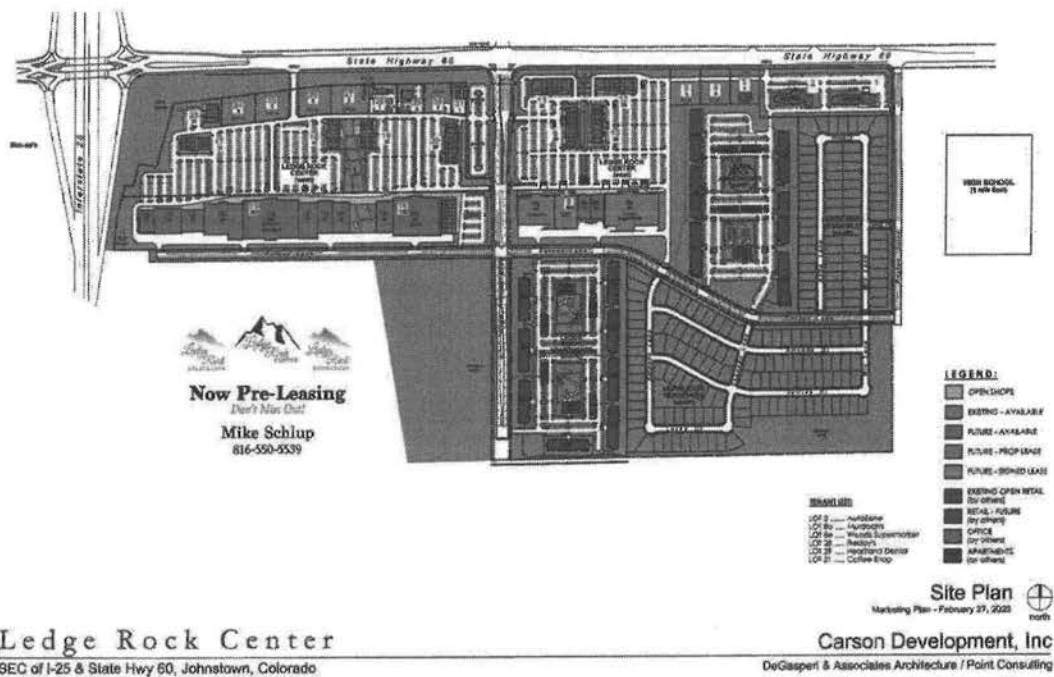
LANDLORD: Ledge Rock Center, LLC, a Kansas limited liability company	TENANT: Johnstown Izakaya, LLC, a Colorado limited liability company
By: <u></u> Name: Michel Schlup Title: President	By: <u></u> Name: Guangyu Zhu Title: Owner
Date: <u>10/24/2024</u>	Date: <u>10/22/2024</u>

EXHIBIT A

SITE PLAN OF SHOPPING CENTER AND PREMISES



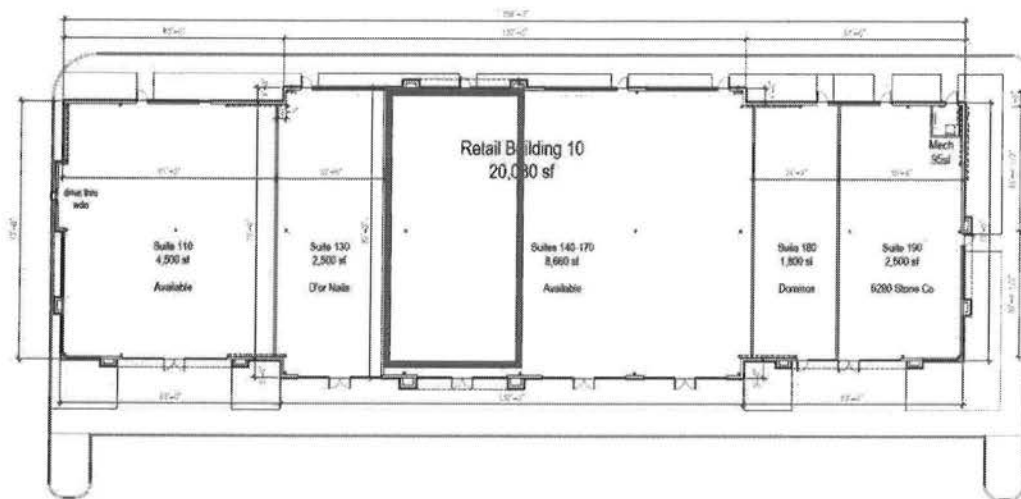


EXHIBIT B LANDLORD AND TENANT WORK

Landlord's Work

To provide, at Landlord's cost, the shell for the Premises including the following:

- 1) INSULATION & SHEETROCK ON FOUR WALLS
- 2) FRONT GLASS WITH SINGLE DOOR
- 3) REAR DOOR
- 4) FIRE SPRINKLERS FOR EACH UNIT WITH OPEN CEILINGS
- 5) WATER STUB IN CEILING
- 6) SEWER STUB IN BACK OF UNIT
- 7) GAS SERVICE STUB
 - a. GAS LINE WILL BE RUN FROM THE METER STUB
UP TO ROOF TO UNIT DEMISING WALL ONLY³
- 8) AIR CONDITIONING WILL CONSIST OF (1) TON FOR
EVERY 350 SQUARE FEET
- 9) 120/208 ELECTRICAL SERVICE ¹STUBBED INTO UNIT;
INCLUDES:
ELECTRICAL PANEL ONLY²; BREAKERS AND STEP-DOWN
TRANSFORMERS ARE NOT INCLUDED³
- 10) 100% CONCRETE SLAB INTERIOR
- 11) A COMMUNITY GREASE TRAP IS INSTALLED IN EACH BUILDING

Tenant's Work

Tenant shall construct the interior improvements in the Premises in accordance with the approved Tenant's plans and Specifications

Tenants General Contractor will be required to execute and follow the requirements of the Landlords *Tenant Contractor Rules & Regulations* agreement.

¹ The size of the electrical service to be determined by service provider.

² The electrical panel is not a part of the turn over requirements as the tenants panel location must be known and be able to be installed at lease signing.

³ The tenant will be required to provide Landlord permit inspection notices and city approved plans in order for the Landlord to request utility meter(s) to be set.

**EXHIBIT C
COMMENCEMENT DATE AGREEMENT**

This Commencement Date Agreement ("Agreement") is made this _____ day of _____, 202_, by and between Ledge Rock Center LLC (the "Landlord") and Johnstown Izakaya, LLC (the "Tenant").

WITNESSETH

WHEREAS, on _____, 20____, Landlord and Tenant entered into a Ground Lease (the "Lease") relating to a certain Premises known as _____ in the Ledge Rock Center Shopping Center located at the intersection of I-25 and Highway 60 in Johnstown, Colorado; and

WHEREAS the parties desire to confirm the dates of commencement and expiration of the Term.

NOW THEREFORE, in consideration of the mutual covenants herein contained, Landlord and Tenant agree as follows:

The Term of the Lease commenced on _____.

Tenant's rental obligation under the Lease commenced on _____.

The initial Term of the Lease shall expire _____.

The execution of this Agreement shall not constitute the exercise by Tenant of any option it may have to extend the Term of the Lease.

The Lease is in full force and effect and is hereby ratified and confirmed.

In the event Tenant fails to return this document to Landlord within ten (10) business days after request from Landlord, if such failure continues for an additional five (5) business days after a second request that expressly notified Tenant that the dates contained herein shall be deemed confirmed by Tenant if Tenant fails to return this document within said five (5) business day period, then the dates contained herein shall be deemed confirmed by Tenant.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Agreement to be duly executed on the date first written above.

LANDLORD: Ledge Rock Center,
LLC, a Kansas limited liability company

TENANT: Johnstown Izakaya, LLC,
a Colorado limited liability company

By: _____
Name: Michel Schlup
Title: President

By: _____
Name: _____
Title: _____

Date: _____

Date: _____

EXHIBIT D LEASE GUARANTY

That Lease of even date herewith, as may be amended from time to time (“Lease”), has been, or will be, executed by and between **Ledge Rock Center, LLC a Kansas limited liability company (“Landlord”), and Johnstown Izakaya, LLC, a Colorado limited liability company (“Tenant”)**, covering certain premises known as 4365 Ledge Rock Drive, Suite _____ Johnstown, Colorado 80534 in the Ledge Rock Center Shopping Center located at the intersection of I-25 and Highway 60 in Johnstown, Colorado (as more particularly described in the Lease, the “Land”). Landlord requires, as a condition to its execution of the Lease, that the undersigned (“Guarantors”) guarantee the complete and timely performance of Tenant’s monetary obligations under the Lease.

To induce Landlord to execute the Lease and for other good and valuable consideration, the receipt and sufficiency of which Guarantor acknowledges, Guarantor promises and agrees as follows:

1. Guarantors absolutely, unconditionally, and irrevocably guarantee the payment and performance of, and will pay and perform as a primary obligor, all of Tenant’s monetary covenants, obligations, liabilities, and duties accruing and becoming due under the Lease during the initial Term of the Lease (“**Guaranteed Obligations**”).

2. Provided Landlord has afforded Tenant any notice and cure rights provided to Tenant in the Lease and Tenant has failed to cure the applicable default, Landlord will not be required to enforce any of the Guaranteed Obligations against Tenant or any other person before seeking or enforcing the Guaranteed Obligations against Guarantors.

3. Landlord is not obligated to apply any security deposit or other credit against any default or damages under the Lease before bringing any action or pursuing any remedy available to Landlord against Guarantors. Guarantors’ liability under this Guaranty is not affected in any manner by any security deposit or other credit, or Landlord’s application of any of these amounts against any obligation of Tenant under the Lease.

4. Guarantors waives notice of any of the following, and the Guaranteed Obligations will remain in full force and effect and will not be affected in any way by either:

- (a) Any forbearance, indulgence, compromise, settlement, or variation of terms which may be extended to Tenant by Landlord;
- (b) Any modification, amendment, or alteration of the Lease, whether prior or subsequent to Lease execution, including any renewal or extension of the Lease, expansion, or contraction of the leased Land;

- (c) Any subletting of the leased Land or any assignment of Tenant's interest in the Lease;
- (d) Any termination of the Lease to the extent that Tenant remains liable under the Lease after such termination;
- (e) The release by Landlord of any party (other than Tenant and/or Guarantors) obligated for the Guaranteed Obligations or Landlord's acquisition, release, return or misapplication of any other collateral (including without limitation, any other guaranties) given now or later as additional security for the Guaranteed Obligations;
- (f) The release or discharge of Tenant in any creditors, receivership, bankruptcy, or other proceedings;
- (g) The impairment, limitation, or modification of the liability of Tenant or the estate of Tenant in bankruptcy, or of any remedy for the enforcement of Tenant's liability under the Lease, resulting from the operation of any present or future provision of the Federal Bankruptcy Code or other statute, or from any court decision; or
- (h) The rejection or disaffirmance of the Lease in any proceeding described in (g).

5. Until all Guaranteed Obligations are fully performed and observed, Guarantors have no right of subrogation and waives any right to enforce any remedy against Tenant for any payments or acts performed by Guarantors under this Guaranty, and Guarantors subordinate any liability or indebtedness of Tenant now or later held by Guarantors to the obligations of Tenant to Landlord under the Lease.

6. In any action brought under this Guaranty, Guarantors submit to the jurisdiction of the Weld County District Court, in the State of Colorado. If Landlord or Guarantor participates in an action against the other party arising out of or in connection with this Guaranty, the prevailing party shall be entitled to have and recover from the other party reasonable attorneys' fees, collection costs and other costs incurred in and in preparation for the action.

7. Guarantors waive trial by jury in any action, proceeding or counterclaim brought by either party against the other concerning any matter related to this Guaranty.

8. This Guaranty binds Guarantors and each of its heirs, executors, legal representatives, successors and assigns and will inure to the benefit of Landlord and its successors and assigns.

9. Guarantors are jointly and severally liable for the Guaranteed Obligations.

10. If any provision of this Guaranty is found by a court to be invalid for any reason, the remainder of this Guaranty shall continue in full force and effect.

THE UNDERSIGNED HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS CONTAINED IN THIS GUARANTY INCLUDING, WITHOUT LIMITATION, ALL WAIVERS CONTAINED IN THIS GUARANTY.

DocuSigned by:
Guangyu Zhu 10/22/2024
099B3967B74A4A3...

Guangyu Zhu

签署人:
Guanyou Yu 10/22/2024
9CDE9B75DFA6449...

Yu Quanyou

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (this "Amendment") is entered into effective as of February 25, 2025 by and between LEDGE ROCK CENTER, LLC, a Kansas corporation ("Landlord"), and Johnstown Izakaya, LLC, a Colorado limited liability company ("Tenant").

WHEREAS Landlord and Tenant entered into that Retail Lease Agreement dated October 24, 2024 and amended by the First Amendment dated November 4, 2024 (the "Lease") relating to certain premises known as Suite 140, Building 10, 4365 Ledge Rock Drive, Johnstown, Weld County, Johnstown, Colorado 80534 (the "Premises"), as further described in the Lease;

WHEREAS Landlord and Tenant desire to revise certain terms of the Lease, as further described herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant covenant and agree as follows:

1. Capitalized Terms. Capitalized terms used herein and not defined shall have the meaning set forth in the Lease.

2. Reference Provisions, Definitions and Exhibits. Tenant has changed its tradename and Section 1.01 M is deleted in its entirety and replaced as follows:

1.01 M. Tenant Trade Name: Koi Ramen and Sushi.

3. Outside Dining. The second paragraph of the Lease in Section 15.1 is deleted in its entirety and replaced as follows:

15.5 During the term of this Lease, Landlord may, in Landlord's sole discretion, subject to the approval of Ledge Rock Center Commercial Metropolitan District, a quasi-municipal corporation and political subdivision of the State ("District") grant Tenant the right to construct at Tenant's sole cost and

company

By:

Michel Schlup, Authorized
Member

TENANT:

Johnstown Izakaya, LLC
A Colorado limited liability
company

By:

Name: Guangyu Zhu

Title: owner

1

2-1100*1-11 1-11010-1862739292

Tax Check Authorization, Waiver, and Request to Release Information

I, Guangyu Zhu

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter
"Waiver") on behalf of

(the "Applicant/Licensee")

Johnstown Izakaya LLC/Koi Ramen & Sushi

to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

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

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

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

Name (Individual/Business)

Guangyu Zhu / Johnstown Izakaya LLC

Social Security Number/Tax Identification Number

[REDACTED]

Home Phone Number

[REDACTED]

Business/Work Phone Number

Street Address

4450 Ledge Rock Drive

City

Johnstown

State

CO

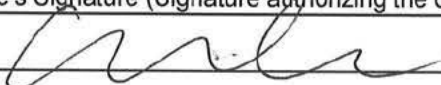
ZIP Code

80534

Printed name of person signing on behalf of the Applicant/Licensee

Guangyu Zhu

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)

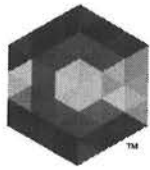


Date Signed

03/23/2025

Privacy Act Statement

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



Colorado Secretary of State

Colorado Secretary of State

ID#: 20248057859

Document #: 20248057859

Filed on: 09/30/2024 02:30:28 PM

Paid: \$50.00

Articles of Organization for a Limited Liability Company

filed pursuant to § 7-90-301 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

The domestic entity name of the limited liability company is JOHNSTOWN IZAKAYA LLC

The principal office street address is

478 HOMESTEAD PKWY
LONGMONT CO 80504
US

The principal office mailing address is

478 HOMESTEAD PKWY
LONGMONT CO 80504
US

The name of the registered agent is GUANGYU ZHU

The registered agent's street address is

478 HOMESTEAD PKWY
LONGMONT CO 80504
US

The registered agent's mailing address is

478 HOMESTEAD PKWY
LONGMONT CO 80504
US

The person above has agreed to be appointed as the registered agent for this entity.

The management of the limited liability company is vested in Members

There is at least one member of the limited liability company.

Person(s) forming the limited liability company

GUANGYU ZHU
478 HOMESTEAD PKWY
LONGMONT CO 80504
US

QUANYOU YU
478 HOMESTEAD PKWY
LONGMONT CO 80504
US

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the

document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., and, if applicable, the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

Name(s) and address(es) of the individual(s) causing the document to be delivered for filing

GUANGYU ZHU
478 HOMESTEAD PKWY
LONGMONT CO 80504
US

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

JOHNSTOWN IZAKAYA LLC

is a

Limited Liability Company

formed or registered on 09/30/2024 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20248057859 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/26/2025 that have been posted, and by documents delivered to this office electronically through 03/28/2025 @ 08:02:42 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 03/28/2025 @ 08:02:42 in accordance with applicable law. This certificate is assigned Confirmation Number 17146500 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

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



Document must be filed electronically.
Paper documents are not accepted.
Fees & forms are subject to change.
For more information or to print copies
of filed documents, visit www.coloradosos.gov.

Colorado Secretary of State
ID#: 20251297636
Document #: 20251297636
Filed on: 03/14/2025 04:25:28 PM
Paid: \$20.00

ABOVE SPACE FOR OFFICE USE ONLY

Statement of Trade Name of a Reporting Entity

filed pursuant to §7-71-103 and §7-71-107 of the Colorado Revised Statutes (C.R.S.)

1. For the reporting entity delivering this statement, its ID number, true name, form of entity and the jurisdiction under the law of which it is formed are

ID Number	<u>20248057859</u> (Colorado Secretary of State ID number)
True name	<u>JOHNSTOWN IZAKAYA LLC</u>
Form of entity	<u>Limited Liability Company</u>
Jurisdiction	<u>Colorado</u>

2. The trade name under which such entity transacts business or conducts activities or contemplates transacting business or conducting activities in this state is

KOI RAMEN & SUSHI

3. A brief description of the kind of business transacted or activities conducted or contemplated to be transacted or conducted in this state under such trade name is

RESTAURANT SELLS FOOD AND BEVERAGE

4. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ This document contains additional information as provided by law.

5. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document are _____
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that such document is such individual's act and deed, or that such individual in good faith believes such document is the act and deed of the person on whose behalf such individual is causing such document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S. and, if applicable, the constituent documents and the organic statutes, and that such individual in good faith believes the facts stated in such document are true and such document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is identified in this document as one who has caused it to be delivered.

6. The true name and mailing address of the individual causing this document to be delivered for filing are

WANG WINSTON
(Last) (First) (Middle) (Suffix)
11 E. BROADWAY UNIT 4B
(Street number and name or Post Office Box information)

NEW YORK NY 10038
(City) (State) (Postal/Zip Code)
New York United States
(Province – if applicable) (Country – if not US)

- ☐ (If the following statement applies, adopt the statement by marking the box and include an attachment.)
This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

MINUTES C SHAREHOLDERS/MEMBER MEETING

Minutes of a meeting of Shareholders/Members of JOHNSTOWN IZAKAYA LLC (the "Corporation"/the "Limited Liability Company") was held on 09/30/2024 (Date: mm/dd/yyyy). The meeting was held virtually/in person at the following location: 478 HOMESTEAD PKWY, LONGMONT, CO 80504.

The meeting was call to order. It was determined that a quorum was present in person or by proxy, and the meeting could conduct business. Presented was:

Name: <u>GUANGYU ZHU</u>	Name: <u>QUANYOU YU</u>
Name: _____	Name: _____
Name: _____	Name: _____

The following memorandum was then read and ordered to be inserted in these minutes: "I, the Shareholder/ Member of the Corporation/Limited Liability Company consent to this meeting being held at the above time, format and place and do waive notice and publication of this meeting and consent to the transaction of such business as may have come before it."

GUANGYU ZHU acted as **Chair Person/President** of the meeting.

The Chair Person/President presented to the meeting and the following resolutions were offered, seconded and unanimously adopted.

BACKGROUND

1. The Corporation /Limited Liability Company is organized and operating in accordance with the laws of the **State of COLORADO**.
2. The Shareholders /Members desire to make certain resolutions.

IT WAS RESOLVED, upon motion duly made, seconded and unanimously carried, that:

1. The following person(s)/ entity(ies) were appointed to hold the stated percentage of ownership in the Corporation/Limited Liability Company:

Name: <u>GUANGYU ZHU</u>	Share: <u>50</u> %	Name: <u>QUANYOU YU</u>	Share: <u>50</u> %
Name: _____	Share: _____ %	Name: _____	Share: _____ %
Name: _____	Share: _____ %	Name: _____	Share: _____ %

2. The following **person** was appointed to carry out **tax-related duties** on behaves of the Shareholder(s)/Member(s). Such duties include, but not limited to, providing related data and working with the Corporation/Limited Liability Company's tax preparer/accountant to fulfill tax filing requirements.

Name: QUANYOU YU

3. There being no further business to come before the meeting, the meeting was adjourned.

Signature **X** _____
Print Name: GUANGYU ZHU

Signature **X** _____
Print Name: QUANYOU YU

Signature **X** _____
Print Name: _____

Signature **X** _____
Print Name: _____

Signature **X** _____
Print Name: _____

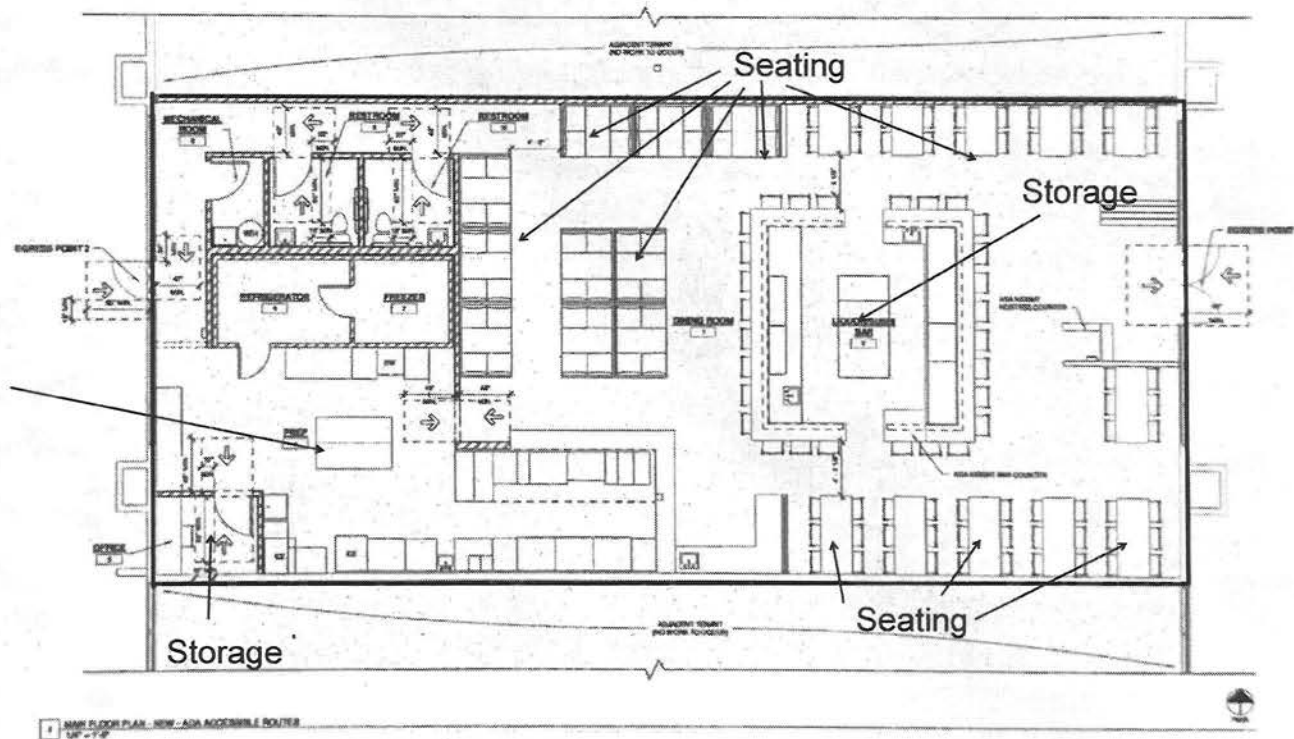
Signature **X** _____
Print Name: _____



Johnstown Izakaya LLC dba Koi Ramen & Sushi



Kitchen



F9

PROFESSIONAL SEAL
F9 PRODUCTIONS INC.
1000 87th Ave, Suite 140
Johnstown, Colorado 80124

Koi Ramen & Sushi
4300 Longsight Drive, Suite 140
Johnstown, Colorado 80124

F9 PRODUCTIONS INC.
1000 87th Ave, Suite 140
Johnstown, Colorado 80124

A2

ADA ACCESSIBILITY PLAN

Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant, Tavern, Lodging Facility, and Entertainment Facility class of retail license

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". **Any deliberate misrepresentation or material omission may jeopardize the license application.** (Please attach a separate sheet if necessary to enable you to answer questions completely)

Name of Business

Johnstown Izakaya LLC, dba Koi Ramen & Sushi

Home Phone Number

Cellular Number

Your Full Name (last, first, middle)

Yu, Quan You

List any other names you have used

Mailing address (if different from residence)

7414 Huntz Drive, Cheyenne, WY 82009

Email Address

1. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)

Current Street and Number

7414 Huntz Drive

Current City, State, ZIP

Cheyenne, WY 82009

From:

01/01/2020

To:

Present

Previous Street and Number

Previous City, State, ZIP

From:

To:

Individual History Record (Continued)

2. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)

Name of Employer or Business

Honolulu Poke & Ramen

Address (Street, Number, City, State, ZIP)

1400 Dell Rangge Blvd, #36, Cheyenne, WY 82009

Position Held

Owner

From:

01/01/2020

To:

Present

Name of Employer or Business

Address (Street, Number, City, State, ZIP)

Position Held

From:

To:

Name of Employer or Business

Address (Street, Number, City, State, ZIP)

Position Held

From:

To:

3. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

Name of Relative

Relationship to You:

Position Held

Name of Licensee

Name of Relative

Relationship to You:

Position Held

Name of Licensee

Individual History Record (Continued)

Name of Relative

Relationship to You:

Position Held

Name of Licensee

Name of Relative

Relationship to You:

Position Held

Name of Licensee

4. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? ☒ Yes ☐ No

(If yes, answer in detail.)

Colorado Liquor license 03-15251

5. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? ☐ Yes ☒ No

(If yes, answer in detail.)

6. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? ☐ Yes ☒ No

(If yes, answer in detail.)

7. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? ☐ Yes ☒ No

(If yes, answer in detail.)

Individual History Record (Continued)

8. Have you ever had any professional license suspended, revoked, or denied?..... ☐ Yes ☒ No

(If yes, answer in detail.)

Personal and Financial Information

Unless otherwise provided by law, the personal information required in this section will be treated as confidential. The personal information required in this section is solely for identification purposes.

Date of Birth	Social Security Number	Place of Birth

U.S. Citizen	☐ Yes ☒ No	If Naturalized, state where	When

Name of District Court	Naturalization Certificate Number	Date of Certification

If an Alien, Give Alien's Registration Card Number	Permanent Residence Card Number

Height	Weight	Hair Color	Eye Color	Gender
5;10"	180	Black	Black	Male

Do you have a current Driver's License/ID? If so, give number and state. ☒ Yes ☐ No

Driver's License Number	Driver's License State
	WY

Financial Information

9. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other.....

\$400,000

10. List the total amount of the **personal** investment, made by the person listed on page 1 in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid.....

\$200,000

NOTE: If corporate investment only, please skip to and complete question 12

NOTE: Question 10 should reflect the total of questions 11 and 13

Personal and Financial Information (Continued)

11. Provide details of the personal investment described in question 10. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type
Cash	Personal Checking account
Bank Name	Amount
[REDACTED]	\$150,000
Type: Cash, Services or Equipment	Account Type
Cash	Personal Checking Account
Bank Name	Amount
[REDACTED]	\$50,000
Type: Cash, Services or Equipment	Account Type
Bank Name	Amount
Type: Cash, Services or Equipment	Account Type
Bank Name	Amount

12. Provide details of the corporate investment described in question 9. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Loans	Account Type
Bank Name	Amount	
Type: Cash, Services or Equipment	Loans	Account Type
Bank Name	Amount	
Type: Cash, Services or Equipment	Loans	Account Type
Bank Name	Amount	

13. Loan Information (Attach copies of all notes or loans)

Name of Lender	Address
Term	Security
Amount	

Personal and Financial Information (Continued)

Name of Lender		Address
Term	Security	Amount
Name of Lender		Address
Term	Security	Amount
Name of Lender		Address
Term	Security	Amount

Oath of Applicant

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

Electronic signature is not accepted, physical signature is required.

Print Signature	
Quan You Xu	
Title	Date (MM/DD/YY)
Manager	03/26/2025

Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant, Tavern, Lodging Facility, and Entertainment Facility class of retail license

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". **Any deliberate misrepresentation or material omission may jeopardize the license application.** (Please attach a separate sheet if necessary to enable you to answer questions completely)

Name of Business

Johnstown Izakaya LLC/dba Koi Ramen & Sushi

Home Phone Number

Cellular Number

Your Full Name (last, first, middle)

Zhu, Guangyu

List any other names you have used

Mailing address (if different from residence)

478 Homestead Parkway, Longmont, CO 80504

Email Address

1. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)

Current Street and Number

478 Homestead Drive

Current City, State, ZIP

Longmont, CO 80504

From:

06/30/2023

To:

Present

Previous Street and Number

213 Tralee Ct.

Previous City, State, ZIP

Ft. Collins, CO 80525

From:

12/20/2019

To:

06/30/2023

Individual History Record (Continued)

2. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)

Name of Employer or Business

Bowl Izakaya

Address (Street, Number, City, State, ZIP)

1163 Eagle Drive, Loveland, CO 80537

Position Held

Owner

From:

02/01/2020

To:

Present

Name of Employer or Business

Longmont Hokkaido LLC

Address (Street, Number, City, State, ZIP)

1232 S. Hover St #C400, Longmont, CO 80501

Position Held

Owner

From:

6/30/2023

To:

Present

Name of Employer or Business

Koi Ramen and Sushi LLC

Address (Street, Number, City, State, ZIP)

2880 North Ave., Grand Junction, C 81501

Position Held

Owner

From:

10/18/2021

To:

Present

3. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

Name of Relative

Position Held

Relationship to You:

Name of Licensee

Name of Relative

Position Held

Relationship to You:

Name of Licensee

Individual History Record (Continued)

Name of Relative

Relationship to You:

Position Held

Name of Licensee

Name of Relative

Relationship to You:

Position Held

Name of Licensee

4. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? ☒ Yes ☐ No

(If yes, answer in detail.)

Colorado Liquor Licenses 03-11044, 03-19645 and 03-15251

5. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States?..... ☐ Yes ☒ No

(If yes, answer in detail.)

6. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending?..... ☐ Yes ☒ No

(If yes, answer in detail.)

7. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence?..... ☐ Yes ☒ No

(If yes, answer in detail.)

Individual History Record (Continued)

8. Have you ever had any professional license suspended, revoked, or denied?.... ☐ Yes ☒ No

(If yes, answer in detail.)

Personal and Financial Information

Unless otherwise provided by law, the personal information required in this section will be treated as confidential. The personal information required in this section is solely for identification purposes.

Date of Birth	Social Security Number	Place of Birth
U.S. Citizen	If Naturalized, state where	When
☒ Yes ☐ No		
Name of District Court	Naturalization Certificate Number	Date of Certification
If an Alien, Give Alien's Registration Card Number	Permanent Residence Card Number	
Height	Weight	Hair Color
5'6"	180	Black
		Eye Color
		Brown
		Gender
		Male

Do you have a current Driver's License/ID? If so, give number and state. ☒ Yes ☐ No

Driver's License Number	Driver's License State
	Colorado

Financial Information

9. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other.....

\$400,000
10. List the total amount of the **personal** investment, made by the person listed on page 1 in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid.....

\$200,000

NOTE: If corporate investment only, please skip to and complete question 12

NOTE: Question 10 should reflect the total of questions 11 and 13

Personal and Financial Information (Continued)

11. Provide details of the personal investment described in question 10. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment

Cash

Account Type

Personal Checking

Bank Name

Amount

\$200,000

Type: Cash, Services or Equipment

Account Type

Bank Name

Amount

Type: Cash, Services or Equipment

Account Type

Bank Name

Amount

Type: Cash, Services or Equipment

Account Type

Bank Name

Amount

12. Provide details of the corporate investment described in question 9. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment

Loans

Account Type

Bank Name

Amount

Type: Cash, Services or Equipment

Loans

Account Type

Bank Name

Amount

Type: Cash, Services or Equipment

Loans

Account Type

Bank Name

Amount

13. Loan Information (Attach copies of all notes or loans)

Name of Lender

Address

Term

Security

Amount

Personal and Financial Information (Continued)

Name of Lender

Address

Term

Security

Amount

Name of Lender

Address

Term

Security

Amount

Name of Lender

Address

Term

Security

Amount

Oath of Applicant

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

Electronic signature is not accepted, physical signature is required.



Print Signature

Guangyu Zhu

Title

Owner

Date (MM/DD/YY)

03/23/2025



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

TOWN OF JOHNSTOWN LIQUOR LICENSING AUTHORITY, JOHNSTOWN, COLORADO PRELIMINARY FINDINGS AND REPORT UPON APPLICATION FOR A HOTEL AND RESTAURANT LIQUOR LICENSE FOR JOHNSTOWN IZAKAYA, LLC DBA KOI RAMEN AND SUSHI

TO THE APPLICANT NAMED ABOVE AND OTHER INTERESTED PARTIES;

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

- 1) The application was filed on April 7, 2025 and a complete application was accepted on April 9, 2025..
- 2) The Notice of Public Hearing on this matter was or will be published in the Johnstown Breeze on June 5, 2025.
- 3) That it appears from the application materials submitted that the applicant is/will be entitled to possession of the premises where the license is proposed to be exercised.
- 4) A criminal history background investigation was conducted and approved.
- 5) Selling/Serving alcohol beverages in the manner proposed in the application is not in violation of the zoning and land use code or regulations of the Town.
- 7) A public hearing on the application will be held June 16, 2025 at 7:00PM. At said hearing, you shall have an opportunity to be heard regarding all matters related to the application, including all matters set forth herein.
- 8) At the public hearing pursuant to C.R.S Section 44-3-307 as amended, the applicant has the burden of proving that they are qualified to hold the license applied for and their character, record and reputation are satisfactory
- 9) The building where you propose to exercise the privilege of selling liquor is not within 500 feet from either public or parochial school

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

Please feel free to contact me directly at 970-578-9611 if you have any questions that I can help to answer.

Meghan C. Martinez, Town Clerk
Town of Johnstown

TOWN OF JOHNSTOWN LIQUOR LICENSING AUTHORITY 450 S. Parish Avenue Johnstown, CO 80534 Phone No. (970) 587-4664 IN THE MATTER OF: JOHNSTOWN IZAKAYA, LLC 4365 Ledge Rock Drive, Unit # 140 Johnstown, CO 80534	 Δ AUTHORITY USE ONLY Δ
ORDER GRANTING HOTEL AND RESTAURANT LIQUOR LICENSE TO JOHNSTOWN IZAKAYA, LLC	

THIS MATTER came before the Town of Johnstown Liquor Licensing Authority (“Authority”) on the application of Johnstown Izakaya, LLC, a Colorado limited liability company (“Applicant”) for a Hotel and Restaurant License dated March 23, 2025, for a premises located at 4365 Ledge Rock Drive, Unit #140, Town of Johnstown, State of Colorado (“Application”). Following due and proper notice, the Authority conducted a public hearing on June 16, 2025.

Having considered all relevant and competent evidence admitted at the public hearing, the Authority FINDS AS FOLLOWS:

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

Based on the foregoing, the Authority hereby ORDERS that the Application for a new Hotel and Restaurant License is GRANTED.

Done and dated this ____ day of June, 2025.

BY THE AUTHORITY:

Michael P. Duncan
Mayor, Town of Johnstown
Chairperson, Liquor Licensing Authority

ATTEST:

Meghan Martinez
Town Clerk

CERTIFICATE OF SERVICE

I hereby certify that on this ____ day of _____, 2025, a true and correct copy of the foregoing Order was sent by certified mail to:

Johnstown Izakaya, LLC
478 Homestead Parkway
Longmont, CO 80504

Meghan Martinez



Alcohol Petitioning Services
P.O. Box 998
Johnstown, CO 80534
(303) 710-3424

June 11, 2025

TO: Town of Johnstown
Liquor Licensing Authority
450 South Parish Avenue
Johnstown CO, 80534

REF: Neighborhood Survey for a New Liquor License

Survey Overview

Survey of the Reasonable Requirements and Desires of the Neighborhood for the following:

New Hotel and Restaurant Liquor License

Applicant:

Johnstown Izakaya LLC
dba Koi Ramen & Sushi

Applicant's Proposed Licensed Premises Location:

4653 Ledge Rock Drive Unit 104
Johnstown, CO 80534

Survey Methodology

The circulators were over 18 years old.

Each circulator had a clipboard with the following:

1. A map of the designated area provided by the Town of Johnstown Liquor Licensing Authority describing the boundaries of the defined neighborhood.
2. A petition/signature page where people contacted could indicate their support for each license.
3. A tally sheet to record the results of those who did not sign.

People were shown the petition, the neighborhood map, and were verbally told of the new Hotel and Restaurant Liquor License being applied for, site location, applicant's name.

Each person who signed the petition indicated they were either an owner/manager of a business or resident located within designated area and were 21 years of age or older.

Each signature was freely and voluntarily given without any influence of the circulator.

Note** This survey included an attempt to contact all residents and businesses within the designated area.

Survey Circulators and Dates

Circulators conducted the survey on the following dates:

4 Circulators - Thursday, May 15, 2025

Survey Statistics

Summary of Signatures Obtained

Businesses..... 3
 Residences..... 29
Total 32

Details of Signatures Obtained

	Businesses	Residents	Total
Signatures in Favor - "Yes"	3	28	31
Signatures in Opposition – "No"	0	1	1
Total	3	29	32

Statistical Analysis of Signatures

In Favor..... 96.9%
 In Opposition..... 3.1%

Details of Opposition

One resident was opposed to the Hotel and Restaurant Liquor License but did not provide a reason why.

Details of Contact Attempts

	Total	Ratio of Total Attempts
Signatures Obtained	32	10.7%
Not at Home	240	79.6%
Not Willing to Sign	26	8.7%
Business Owner/Manager Not Available	2	0.7%
Closed or vacant (business)	1	0.3%
Total Knocks	301	100.0%

Reason for Contacts Not Willing To Sign

No Opinion	18
Not Interested	1
Too Busy	7
Total	26

Summary of Ratio of Signatures to Contact Attempts

	Signatures	Attempts	Percent
Business	3	7	42.9%
Residents	29	294	9.9%
Total	32	301	10.6% (overall)

- An average of **10.6%** of attempts to contact people obtained a signature for the petition.

Actual People Contacts (Not including Business Closed/Vacant, Owner or Manager Not Available and Not at Home)

	Signatures	Contacts	Percent
Business	3	4	75.0%
Residents	28	54	53.7%
Total	31	58	55.2% (overall)

- An average of **55.2%** of eligible people contacted provided a signature for the petition.

Disqualified Signatures

There were no disqualified signatures.

Statistical Analysis For Needs and Desires

There was 1 (one) signature in opposition to the liquor license (mentioned earlier). In order to show “needs and desires,” it should consider whether there are enough same license types in the designated neighborhood. In my opinion, the signature opposed does not fit the definition of “needs and desires.”

Finale Analysis and Details of Signatures

	Business	Residents	Total
Signatures in Favor - “Yes”	3	28	31
Signatures in Opposition – “No”	0	0	0
Total	3	28	31

In Favor..... 100.0%

In Opposition..... 0.0%

Report Attachments

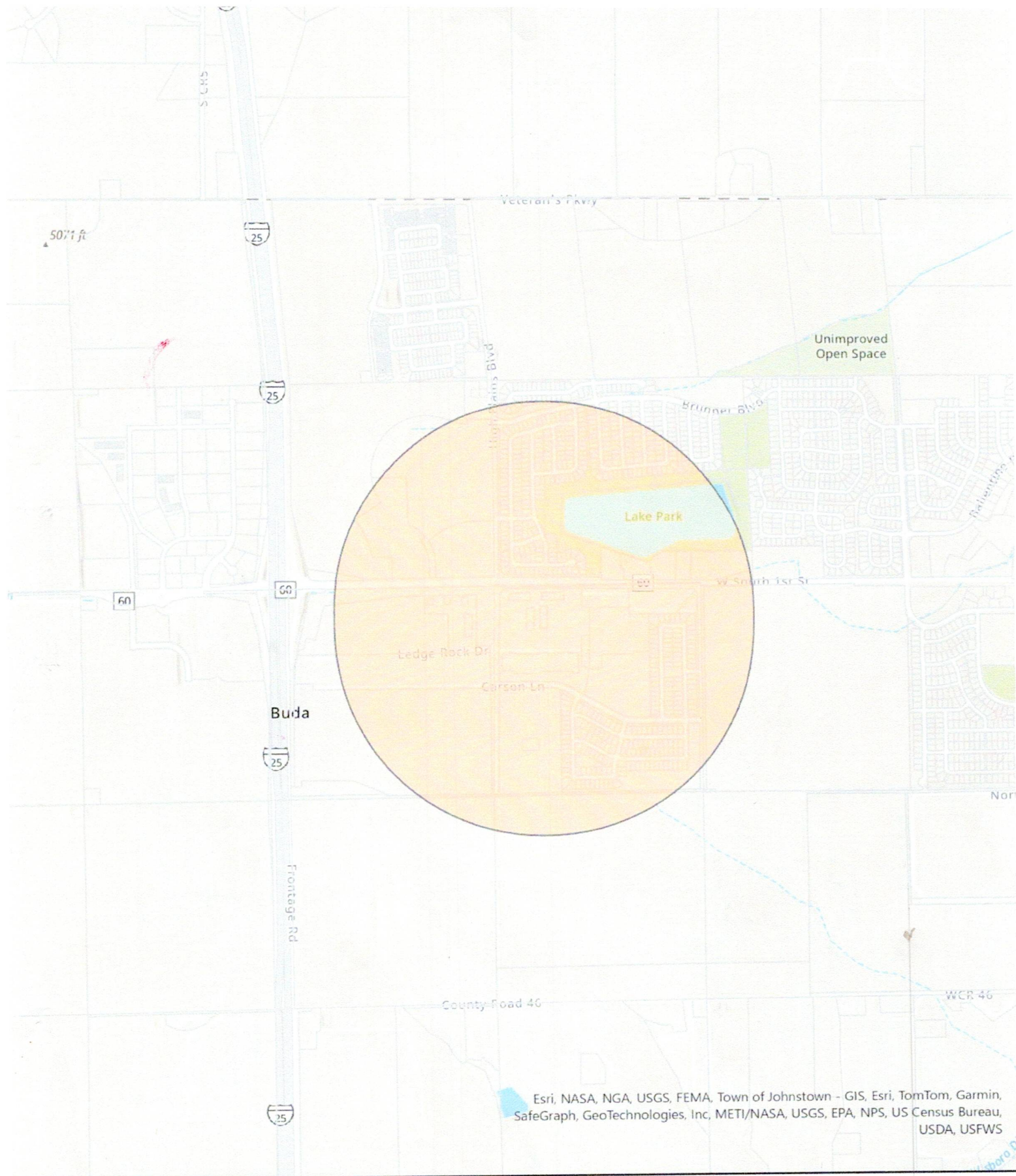
Included in this report are the following:

1. A copy of the map provided by the Town of Johnstown Liquor Licensing Authority describing the boundaries for petitions.
2. A map indicating the area where circulators petitioned.
3. A copy of the petitions where signatures were obtained in favor or opposition of the Hotel and Restaurant Liquor License.
4. Affidavits of Circulators for signatures obtained.

Report Submitted by:

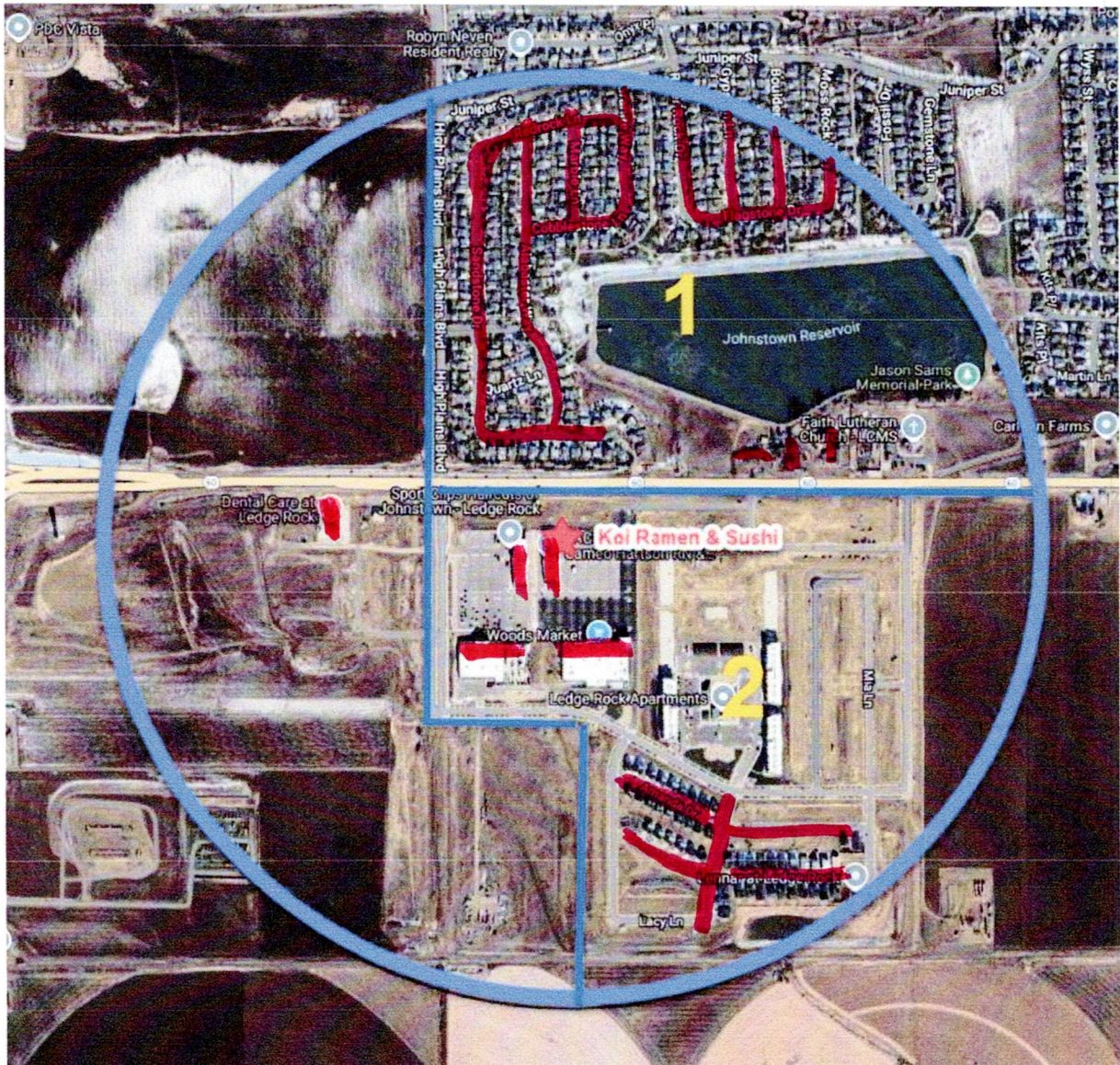


Patrick Maroney
President
Alcohol Petitioning Services



0 0.13 0.25 0.5 Miles

Koi Ramen & Sushi
4653 Ledge Rock Drive Unit #140
Johnstown, CO 80534

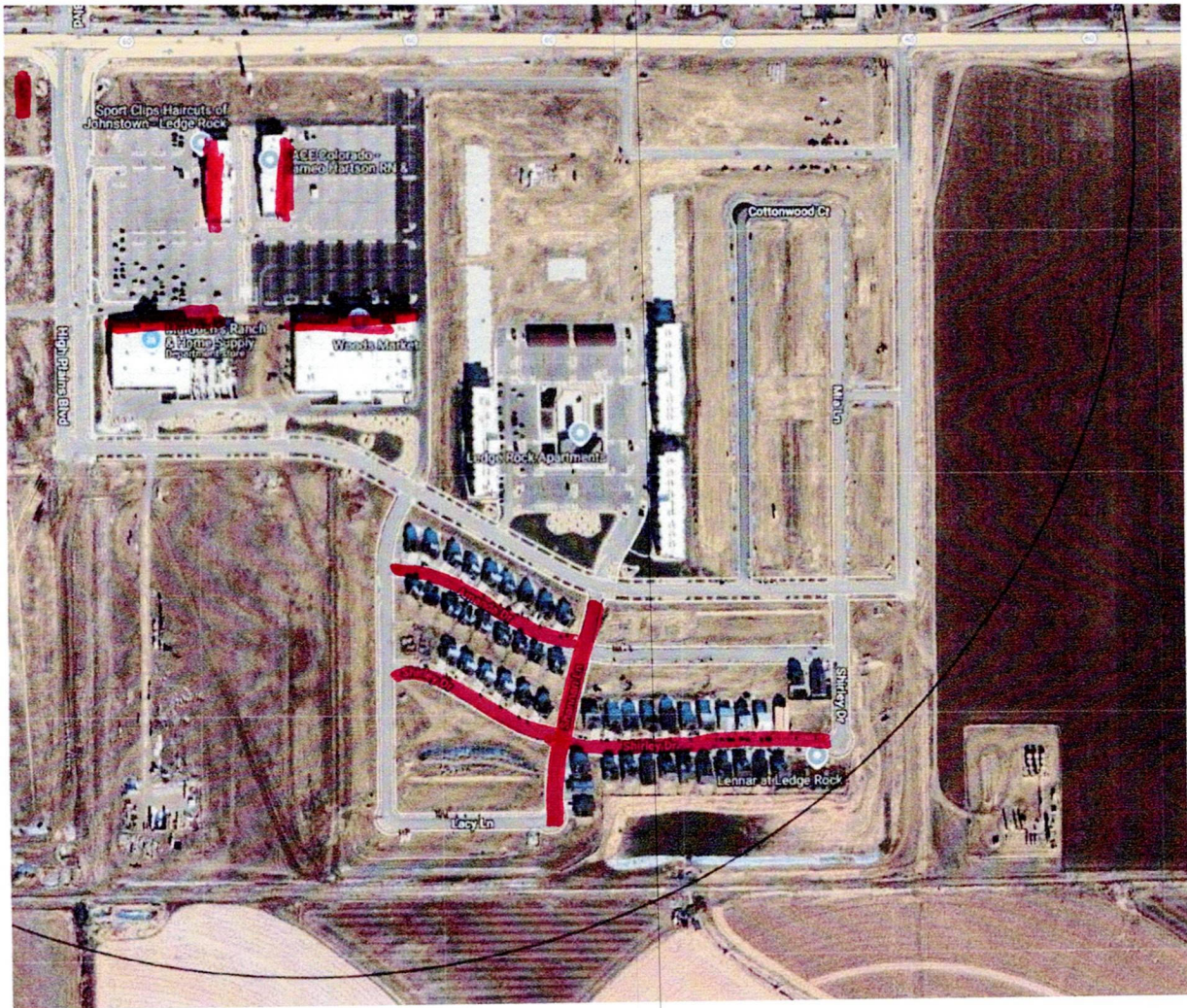


Koi Ramen & Sushi
4653 Ledge Rock Drive Unit #140
Johnstown, CO 80534



SECTION 1

Koi Ramen & Sushi
4653 Ledge Rock Drive Unit #140
Johnstown, CO 80534



SECTION 2

Affidavit of Circulator

I, Laura S. Lunn, circulated the attached petition
pertaining to the application of Johnstown Izakaya LLC, dba Koi Ramen & Sushi, for licensing by the Local
Licensing Authority of the Johnstown, Colorado. The petition was circulated from
5/15/25 to 5/15/25, and only within the defined neighborhood
boundaries established by the Local Licensing Authority on the map provided here. I hereby certify that
the persons whose signatures and addresses appear signed this petition in my presence after
indicating they were at least twenty-one (21) years of age and after having read the petition. I further
certify that, to the best of my knowledge, each signature appearing on the petition is
who it purports to be and that the address given with each name indicated is the true business or
residence of the person signing the petition.



Signature of Circulator

STATE OF COLORADO)
) ss
COUNTY OF Weld)

ISAAC MERAZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20224037903
MY COMMISSION EXPIRES 09/28/2026

Subscribed and sworn to before me this 19 day of May, 2025. By the person known to me to be
Laura Stajduhar Lunn.

My commission expires:

09/28/2026


Notary Public



APPLICANT: Johnstown Izakaya LLC, dba Koi Ramen & Sushi
APPLICATION TYPE: Hotel & Restaurant Liquor License
LOCATION: 4653 Ledge Rock Drive Unit #140, Johnstown, CO 80534

PUBLIC HEARING BEFORE THE AUTHORITY
DATE & TIME: June 12, 2025 at 6:30 p.m.
LOCATION: 450 S. Parish, Johnstown, CO 80534

Please print and sign your name: **First Name, Middle Initial, Last Name.**

DATE	PRINT NAME	BUSINESS NAME	AGE	MARK ONE "X"		REASON:	B
	SIGNATURE	STREET ADDRESS		FAVOR	OPPOSE		
1 5-15	Michael Lyjan <i>[Signature]</i>	144 Sandstone drive Johnstown CO 80534	67	X		REASON: (CIRCLE ONE) <u>RESIDENT</u> BUSINESS (OWNER MANAGER)	
2 5/15	Linda Priest <i>[Signature]</i>	244 Sandstone Dr Johnstown, CO 80534	69	X		REASON: (CIRCLE ONE) <u>RESIDENT</u> BUSINESS (OWNER MANAGER)	
3 5/15	Dennis Hackenberg <i>[Signature]</i>	280 Sandstone Dr Johnstown CO 80534	60	Y		REASON: (CIRCLE ONE) <u>RESIDENT</u> BUSINESS (OWNER MANAGER)	
4 5/15	Elizabeth Ferraro <i>[Signature]</i>	4423 Redrock Ln Johnstown Co 80534	51	Y		REASON: (CIRCLE ONE) <u>RESIDENT</u> BUSINESS (OWNER MANAGER)	
5 5/15	Tomas Diaz <i>[Signature]</i>	4411 Red Rock Ln Johnstown Co 80534	69	X		REASON: (CIRCLE ONE) <u>RESIDENT</u> BUSINESS (OWNER MANAGER)	
6 5/15	Sal Cangialosi <i>[Signature]</i>	4315 Cobblestone Lane Johnstown	72	✓		REASON: (CIRCLE ONE) <u>RESIDENT</u> BUSINESS (OWNER MANAGER)	
7 5/15	Shawn Murray <i>[Signature]</i>	4307 Cobblestone Lane Johnstown, CO 80534	35	✓		REASON: (CIRCLE ONE) <u>RESIDENT</u> BUSINESS (OWNER MANAGER)	
8 5/15	Raymond Moreno <i>[Signature]</i>	4326 Cobblestone Lane Johnstown, Co. 80534	78	✓		REASON: (CIRCLE ONE) <u>RESIDENT</u> BUSINESS (OWNER MANAGER)	

Initials: LM

Page 1 of 1



APPLICANT: Johnstown Izakaya LLC, dba Koi Ramen & Sushi
APPLICATION TYPE: Hotel & Restaurant Liquor License
LOCATION: 4653 Ledge Rock Drive Unit #140, Johnstown, CO 80534

PUBLIC HEARING BEFORE THE AUTHORITY
DATE & TIME: June 12, 2025 at 6:30 p.m.
LOCATION: 450 S. Parish, Johnstown, CO 80534

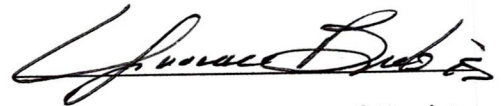
Please print and sign your name: First Name, Middle Initial, Last Name.

	DATE	PRINT NAME	BUSINESS NAME	AGE	MARK ONE "X"		REASON:	B
		SIGNATURE	STREET ADDRESS		FAVOR	OPPOSE		
1	5/15	<i>[Signature]</i> Terr + Swgn Lym	4338 Cobblestone Ln Johnstown, CO 80534	62	☒			
2	5/15	<i>[Signature]</i> Jill Hope J Hill	342 Boulder Ln Johnstown CO 80534	68	☒			
3								
4								
5								
6								
7								
8								

Initials: LSL

Affidavit of Circulator

I, Yvonne Brebis, circulated the attached petition pertaining to the application of Johnstown Izakaya LLC, dba Koi Ramen & Sushi, for licensing by the Local Licensing Authority of the Johnstown, Colorado. The petition was circulated from 5/15/25 to 5/15/25, and only within the defined neighborhood boundaries established by the Local Licensing Authority on the map provided here. I hereby certify that the persons whose signatures and addresses appear signed this petition in my presence after indicating they were at least twenty-one (21) years of age and after having read the petition. I further certify that, to the best of my knowledge, each signature appearing on the petition is who it purports to be and that the address given with each name indicated is the true business or residence of the person signing the petition.



Signature of Circulator

STATE OF COLORADO)
) ss
COUNTY OF Weld)

Subscribed and sworn to before me this 15th day of May, 2025. By the person known to me to be Yvonne Brebis.

My commission expires:

01.23.2028


Notary Public



APPLICANT: Johnstown Izakaya LLC, dba Koi Ramen & Sushi
APPLICATION TYPE: Hotel & Restaurant Liquor License
LOCATION: 4653 Ledge Rock Drive Unit #140, Johnstown, CO 80534

PUBLIC HEARING BEFORE THE AUTHORITY
DATE & TIME: June 12, 2025 at 6:30 p.m.
LOCATION: 450 S. Parish, Johnstown, CO 80534

Please print and sign your name: First Name, Middle Initial, Last Name.

DATE	PRINT NAME	BUSINESS NAME	AGE	MARK ONE "X"		REASON:	B
	SIGNATURE	STREET ADDRESS		FAVOR	OPPOSE		
1 5/15/25	Tifanee malisani 	126 Sandstone Dr	37	X		(CIRCLE ONE) <u>RESIDENT</u> BUSINESS (OWNER MANAGER)	
2 5/15/25	Norman Miller 	56 Sandstone	56	X		(CIRCLE ONE) <u>RESIDENT</u> BUSINESS (OWNER MANAGER)	
3 5/15/25	Karla Johannsen 	4344 Limestone Ln	26	X		(CIRCLE ONE) <u>RESIDENT</u> BUSINESS (OWNER MANAGER)	
4 5/15/25	Preston Kuyos 	4301 Limestone	39	X		(CIRCLE ONE) <u>RESIDENT</u> BUSINESS (OWNER MANAGER)	
5 5/15/25	Dawn Brown 	4326 Limestone Ln	55	X		(CIRCLE ONE) <u>RESIDENT</u> BUSINESS (OWNER MANAGER)	
6 5/15/25	Riley Hume 	4325 Limestone Ln	41	X		(CIRCLE ONE) <u>RESIDENT</u> BUSINESS (OWNER MANAGER)	
7 5/15/25	Kevin Gray 	35 Alabaster Way	35	X		(CIRCLE ONE) <u>RESIDENT</u> BUSINESS (OWNER MANAGER)	
8 5/15/25	Nate Hamer 	417 Alabaster way	27	X		(CIRCLE ONE) <u>RESIDENT</u> BUSINESS (OWNER MANAGER)	

Initials: UB



APPLICANT: Johnstown Izakaya LLC, dba Koi Ramen & Sushi
APPLICATION TYPE: Hotel & Restaurant Liquor License
LOCATION: 4653 Ledge Rock Drive Unit #140, Johnstown, CO 80534

PUBLIC HEARING BEFORE THE AUTHORITY

DATE & TIME: June 12, 2025 at 6:30 p.m.

LOCATION: 450 S. Parish, Johnstown, CO 80534

Please print and sign your name: First Name, Middle Initial, Last Name.

DATE	PRINT NAME	BUSINESS NAME	AGE	MARK ONE "X"		REASON:	B
	SIGNATURE	STREET ADDRESS		FAVOR	OPPOSE		
1 5-15-25	Brian Nesby <i>Brian Nesby</i>	53 Alabaster Way	65	X		(CIRCLE ONE) RESIDENT BUSINESS (OWNER MANAGER)	
2 5-15-25	Tanya Olson <i>Tanya Olson</i>	43 Sandstone Dr	51	X		(CIRCLE ONE) RESIDENT BUSINESS (OWNER MANAGER)	
3 5-15-25	Ricky Wilson <i>Ricky Wilson</i>	4358 Quartz Lane	65		X	(CIRCLE ONE) RESIDENT BUSINESS (OWNER MANAGER)	
4 5-15-25	Daniel Beal <i>Daniel Beal</i>	343 River Rock Dr	45	X		(CIRCLE ONE) RESIDENT BUSINESS (OWNER MANAGER)	
5 5-15-25	Jennifer Hoxworth <i>Jennifer Hoxworth</i>	Flagstone Dr	50	X		(CIRCLE ONE) RESIDENT BUSINESS (OWNER MANAGER)	
6 5-15	Math Byerly <i>Math Byerly</i>	4706 Flagstone Dr	48	X		(CIRCLE ONE) RESIDENT BUSINESS (OWNER MANAGER)	
7						(CIRCLE ONE) RESIDENT BUSINESS (OWNER MANAGER)	
8						(CIRCLE ONE) RESIDENT BUSINESS (OWNER MANAGER)	

Initials: 40

Affidavit of Circulator

I, JENNA STADUCHAR, circulated the attached petition
pertaining to the application of Johnstown Izakaya LLC, dba Koi Ramen & Sushi, for licensing by the Local
Licensing Authority of the Johnstown, Colorado. The petition was circulated from
5/15/25 to 5/15/25, and only within the defined neighborhood
boundaries established by the Local Licensing Authority on the map provided here. I hereby certify that
the persons whose signatures and addresses appear signed this petition in my presence after
indicating they were at least twenty-one (21) years of age and after having read the petition. I further
certify that, to the best of my knowledge, each signature appearing on the petition is
who it purports to be and that the address given with each name indicated is the true business or
residence of the person signing the petition.



Signature of Circulator

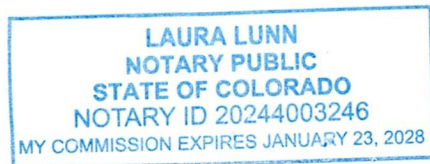
STATE OF COLORADO)
) ss
COUNTY OF Weld)

Subscribed and sworn to before me this 15th day of May, 2025. By the person known to me to be

Jenna Stajduhar

My commission expires:

01.23.2028


Notary Public



APPLICANT: Johnstown Izakaya LLC, dba Koi Ramen & Sushi
APPLICATION TYPE: Hotel & Restaurant Liquor License
LOCATION: 4653 Ledge Rock Drive Unit #140, Johnstown, CO 80534

PUBLIC HEARING BEFORE THE AUTHORITY
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Please print and sign your name: First Name, Middle Initial, Last Name.

DATE	PRINT NAME	BUSINESS NAME	AGE	MARK ONE "X"		REASON:	B
	SIGNATURE	STREET ADDRESS		FAVOR	OPPOSE		
1 5/15/25	Haley Greenwood <i>[Signature]</i>	4060 Shirley Dr Johnstown CO 80534	27	X		REASON: (CIRCLE ONE) RESIDENT BUSINESS (OWNER MANAGER)	
2 5.15, 2025	AULINE MIGLORE <i>[Signature]</i>	337 Granite Way Johnstown 80534	70	X		REASON: (CIRCLE ONE) RESIDENT BUSINESS (OWNER MANAGER)	
3 5/15 2025	<i>[Signature]</i> CHRISTOPHER TONES	4450 LEDGE ROCK DR JOHNSTOWN, CO 80534 MURDOCHS	39	X		REASON: (CIRCLE ONE) RESIDENT BUSINESS (OWNER MANAGER)	✓
4 5/15/25	Brittany Downing <i>[Signature]</i>	4395 Ledgerock Dr. Johnstown Co 80534 Sports Clips	35	X		REASON: (CIRCLE ONE) RESIDENT BUSINESS (OWNER MANAGER)	✓
5 5/15/25	Brodie Wright <i>[Signature]</i>	4365 Ledgerock Dr. #140 Johnstown CO 80534 Lombard's	21	X		REASON: (CIRCLE ONE) RESIDENT BUSINESS (OWNER MANAGER)	✓
6						REASON: (CIRCLE ONE) RESIDENT BUSINESS (OWNER MANAGER)	
7						REASON: (CIRCLE ONE) RESIDENT BUSINESS (OWNER MANAGER)	
8						REASON: (CIRCLE ONE) RESIDENT BUSINESS (OWNER MANAGER)	

Initials: *[Signature]*

Affidavit of Circulator

I, Courtland Ray Lunn Jr., circulated the attached petition pertaining to the application of Johnstown Izakaya LLC, dba Koi Ramen & Sushi, for licensing by the Local Licensing Authority of the Johnstown, Colorado. The petition was circulated from 5/15 to 5/15, and only within the defined neighborhood boundaries established by the Local Licensing Authority on the map provided here. I hereby certify that the persons whose signatures and addresses appear signed this petition in my presence after indicating they were at least twenty-one (21) years of age and after having read the petition. I further certify that, to the best of my knowledge, each signature appearing on the petition is who it purports to be and that the address given with each name indicated is the true business or residence of the person signing the petition.



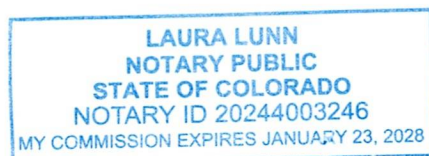
Signature of Circulator

STATE OF COLORADO)
) ss
COUNTY OF Weld)

Subscribed and sworn to before me this 15th day of May, 2025. By the person known to me to be Courtland Lunn Jr.

My commission expires:

01.23.2028


Notary Public



APPLICANT: Johnstown Izakaya LLC, dba Koi Ramen & Sushi
APPLICATION TYPE: Hotel & Restaurant Liquor License
LOCATION: 4653 Ledge Rock Drive Unit #140, Johnstown, CO 80534

PUBLIC HEARING BEFORE THE AUTHORITY
DATE & TIME: June 12, 2025 at 6:30 p.m.
LOCATION: 450 S. Parish, Johnstown, CO 80534

Please print and sign your name: First Name, Middle Initial, Last Name.

DATE	PRINT NAME	BUSINESS NAME	AGE	MARK ONE "X"		REASON:	B
	SIGNATURE	STREET ADDRESS		FAVOR	OPPOSE		
1 5/15	<i>Yessica Luna</i>	4247 Amanda Dr. Johnstown, CO 80534	31	X		(CIRCLE ONE) <u>RESIDENT</u> BUSINESS (OWNER MANAGER)	
2 5/15	<i>Mike Koury</i>	218 Alhambra Way Johnstown, CO 80534	85	X		(CIRCLE ONE) <u>RESIDENT</u> BUSINESS (OWNER MANAGER)	
3 5/15	<i>Chuck Perry</i>	41224 FLEETWOOD Johnstown CO 80534	80	X		(CIRCLE ONE) <u>RESIDENT</u> BUSINESS (OWNER MANAGER)	
4						(CIRCLE ONE) RESIDENT BUSINESS (OWNER MANAGER)	
5						(CIRCLE ONE) RESIDENT BUSINESS (OWNER MANAGER)	
6						(CIRCLE ONE) RESIDENT BUSINESS (OWNER MANAGER)	
7						(CIRCLE ONE) RESIDENT BUSINESS (OWNER MANAGER)	
8						(CIRCLE ONE) RESIDENT BUSINESS (OWNER MANAGER)	

Initials: CL



450 S. Parish Avenue
Johnstown, CO 80534
970-587-4664
JohnstownCO.gov

Town Council Agenda Communication

Agenda Date: June 16, 2025

Subject: Ordinance 2025-271 109 S. Parish Ave. Change of Zone Request for Zoning Case No. ZON24-0003

Attachments:

1. PZC Staff Report
2. Application
3. Vicinity Map
4. Zoning Map
5. Neighborhood Meeting Materials
6. Ordinance 2025-271
7. Staff Presentation (9)
8. Applicant Presentation

Presented by: James Shrout, Planner

Agenda Item Description:

For your consideration, Zoning Case No. ZON24-0003, to change the approved zoning of 109 S. Parish Ave. from R-1 (Residential) zoning to MU-DT (Mixed Use – Downtown) zoning. 109 S. Parish Ave. was annexed into the corporate boundaries of the Town of Johnstown in 1932. 109 S. Parish Ave. is immediately south of the Sinclair fuel station and convenience store, located at 106 S. Parish Ave.

The owner of the property has initiated the rezone via the formal application process administered by the Development Services Department. The owner seeks to rezone the property to allow for a future reworking of the site entry to create a more navigable space and to allow for better traffic stacking at the traffic signal located at the intersection of Highway 60 and Parish Avenue. The Development Services Department has not received an application for said development plans, but once received, they will be reviewed administratively pursuant to the processes and procedures listed in the Town's adopted Land Use & Development Code.

Staff finds that the proposed rezoning of the property is consistent with the intent of the Comprehensive Plan adopted in 2021 and the Land Use and Development Code as adopted in 2023. The proposed rezone is also consistent with the Future Land Use Map, adopted by the Town, which indicates that this specific area lies within the medium density/intensity land use area. The rezoning of this residential property to MU-DT zoning is a natural extension of the Downtown Johnstown area.

NEIGHBORHOOD MEETING SUMMARY

On March 24, 2025, a neighborhood meeting was held at the Johnstown YMCA to gather public feedback regarding the proposed rezoning of the residential property. Several members of the

public attended the meeting, raising questions about rezoning the entire block of South Parish Ave. to the YMCA, as well as the feasibility of allowing food trucks on the site. The applicant's representative, Anna Fluckey, Director of Design Build for McCauley Constructors, provided clarification that only 109 S. Parish Ave. is under consideration for rezoning and that the potential for food trucks on-site would be regulated under other zoning matters. One member of the public asked about the large tree located on the residential property, to which Ms. Fluckey stated that, under the conceptual plans for redesign, the tree would be removed to allow for fuel truck access. Staff received a few emails and a phone call regarding the proposed rezoning. In response, clarification was provided that the rezoning under consideration applies to a single parcel, and that the site plan application had not yet been received.

PLANNING & ZONING COMMISSION SUMMARY

On May 28, 2025, a public hearing was held before the Town of Johnstown Planning and Zoning Commission. Staff presented the rezone request to the commission for consideration of a recommendation to the Town Council. The Commission asked questions about site development plans, to which staff indicated that a site development application had not been received and that once received, it would undergo administrative review and consideration. Staff stated that rezoning of the property is the only item under consideration by the Commission. Liz Newman of McCauley Constructors provided a brief presentation on the rezone. Chair Grentz, of the Planning and Zoning Commission, opened the public hearing for public comment, in which one member of the public provided testimony. The testimony related to drainage (both onsite and offsite), future development plans for the property, flooding issues in the project's vicinity, and termite problems. Chair Grentz and other members of the Commission expressed empathy and concern for these issues but reiterated the fact that the only thing being presented for their consideration was the change of zone request. Chair Grentz further stated that the details of the future project would be reviewed and evaluated by staff. Commissioner Bailey stated that future development of this property may require infrastructure improvements, which could help drainage. Chair Grentz closed the public hearing, and a motion was made to recommend to the Town Council to approve the request for zoning case number ZON24-0003, to rezone the property located at 109 S. Parish Ave. from R-1 to MU-DT. The motion was seconded and concluded with a unanimous vote in favor of the request.

PUBLIC NOTICE

On March 24, 2025, a neighborhood meeting was held at the Johnstown YMCA. Notices for the neighborhood meeting were mailed to property owners within 800 feet of the subject property, based on public records from the Weld County Assessor, on April 14th, 2025, and are in full compliance with the Town of Johnstown Municipal Code, Chapter 17 Land Use and Development Code, Article 2 Applications and Procedures. A public hearing was held before the Planning and Zoning Commission on May 28, 2025. Notices for the original hearing date of April 23, 2025, were mailed to property owners within 800 feet of the subject property, based on public records from the Weld County Assessor. This notification process complied fully with the Town of Johnstown Municipal Code, Chapter 17, Article 2. The April 23 hearing was postponed due to a lack of quorum and continued to May 14, 2025. However, the May 14, 2025 hearing was also continued for the same reason. Since noticing requirements were satisfied for the original hearing date, no additional notices were sent for the continued hearings on May 14 or May 28, 2025.

On May 29, 2025, a public hearing notice was sent to Johnstown Breeze for publication on June 6, 2025, notifying the public that a public hearing would be held before the Town Council to consider the rezoning of the property. On June 6, 2025, notices advertising this meeting were mailed to all property owners within 800 feet of the subject property. These notices are in full compliance with the Town of Johnstown Municipal Code, Chapter 17 Land Use and Development Code, Article 2 Applications and Procedures.

Strategic Plan Alignment:

Natural & Built Environment

- Invest in, enhance, and conserve our parks, open spaces, agricultural areas and natural environment
- Expect and encourage community-centered design
- Support a broad range of housing options

Legal Advice:

The Town Attorney has provided Ordinance 2025-271.

Financial Advice:

N/A

Recommended Action:

The Planning & Zoning Commission voted 5-0 to recommend that the Town Council approve Ordinance 2025-271 for a Change of Zone for Zoning Case No. ZON24-0003. Staff finds that the approval of this change of zone request is consistent with the goals outlined in the Comprehensive Plan.

Suggested Motions:

For Approval

I move to approve Ordinance 2025-271, Authorizing the Change of Zone Under Zoning Case No. ZON24-0003.

For Denial

I move to deny Ordinance 2025-271.

Reviewed and Approved for Presentation



Town Manager



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

Planning and Zoning Commission Agenda Memorandum

AGENDA DATE: May 28, 2025

SUBJECT: Zoning Case No. ZON24-0003: Rezone of 109 S. Parish Ave. from R-1 to MU-DT

ACTION PROPOSED: Consideration of Zoning Case No. ZON24-0003 to change the zoning of 109 S. Parish Ave. from R-1 (single-family residential) to MU-DT (Mixed Use-Downtown).

LOCATION: Lot 3, Block 6, Purvis Addition to the Town of Johnstown, Colorado, County of Weld, State of Colorado; also known as 109 S. Parish Ave. Johnstown, CO 80534.

APPLICANT: Manjeet Singh, Owner
Anna Fluckey, Owner's Representative

ATTACHMENTS:

1. Application
2. Vicinity Map
3. Zoning Map
4. Neighborhood Meeting Materials
5. Staff Presentation
6. Applicant Presentation

PRESENTED BY: James Shrout, Planner II

BACKGROUND & SUMMARY

Manjeet Singh (Applicant) is seeking to rezone approximately 0.144 acres of residential (R-1) property to MU-DT (Mixed Use – Downtown) zoning. The subject property is located at 109 S. Parish Avenue, was annexed into the Town in 1932, and has historically been used for residential purposes. The property is adjacent to the Sinclair Convenience Store (Parish Ave. and Highway 60) on the northern property line.

SURROUNDING ZONING & LAND USE

The Community that Cares

North: MU-DT – Town of Johnstown
South: R-1 – Town of Johnstown
East: R-1 – Town of Johnstown
West: MU-DT – Town of Johnstown

LAND USE DESIGNATION

The property is subject to two land use designations: Medium Density/Intensity and as an Activity Center.

Pursuant to the Town’s adopted Comprehensive Plan, the intent and desired character of Medium Density/ Intensity (MDI) areas, is described as follows:

A Medium Density/Intensity area (MDI) will generally be characterized by a more balanced, and wider-ranging mix of land uses—incorporating walk-up apartment buildings, townhomes, small lot (3,500-5,000 SF) attached and detached single-family housing, in close proximity to neighborhood-scale shopping, personal services, restaurants, small medical facilities, and facilities such as libraries and recreational centers. MDI areas may also occur along arterials and other major corridors, and may serve as the next layer away from the High Density/Intensity areas they may neighbor, as a transition to lower density neighborhoods. MDI’s will offer complete neighborhoods with a diversity of shops and services, including schools and civic facilities, within walking or biking distance from residential areas; and offer good walking connections along with larger-scale multi-modal trails.

Commercial uses may be developed as stand-alone sites or be grouped in small 10 to 20-acre centers or campuses. Johnstown’s Downtown would be ideal for this level of development. Reuse and redevelopment of existing structures may occur, with historic residences and structures changing to offices, boutiques, or personal services with alley-served parking. Commercial centers in an MDI will feature more walkability, perhaps offering covered arcades or awnings, pedestrian-scaled signage, shade trees and nice landscaping that helps slow traffic and break-up parking areas, and enjoyable outdoor spaces to gather. Rooftop and sidewalk patios, along with courtyard plazas offer patrons enjoyable places to meet and eat, gather and chat with friends.

Residential neighborhoods will provide a range of housing options and provide street and trail connections to adjacent neighborhoods. Housing will be encouraged to provide porches that extend closer to the sidewalks, and garages that are alley-loaded or setback to offer a safer, slower, and more interesting streetscape. Future considerations may include accessory dwelling or carriage house units to increase affordability and diversity. These are great neighborhoods to encourage and accommodate a diversity of lifestyles and income ranges, and allow active-agers to remain in Johnstown once larger family homes and yards may be less desirable.

ACTIVITY CENTER OVERLAY

The Community that Cares

The property is also subject to an Activity Center overlay, as depicted in the Town's adopted Comprehensive Plan. As described in the Comprehensive Plan,

Activity Centers have been identified as strategic areas that support local and regional transportation networks, living, employment, recreation, and services. These areas are intended to be mixed-use centers that make a highly efficient use of space by offering high-density residential areas supported by a diversity of shops and services and a vibrant public realm. Activity Centers continue to develop at highway interchanges, Downtown, and generally in conformance with other characteristics of a High Density/Intensity area. While three of the four activity centers are located along the I-25 corridor making them convenient for motorized travelers, these centers should also connect to the Town's trail network, facilitating and encouraging active modes of transportation, and enhancing recreation opportunities for the community. These centers are ideal opportunities for the Town to consider future transit or other transportation services, and connections to nearby systems.

PROJECT DESCRIPTION & ANALYSIS

The subject property is currently zoned R-1 and was annexed into the Town of Johnstown in 1932 as part of the Purvis Addition. The platted lot is recorded as being fifty feet (50') by one-hundred and twenty-five feet (125'), approximately 0.144 acres in size.

The Applicant is proposing to change the zoning from R-1 to MU-DT in order to facilitate a future expansion of the existing Sinclair project. Regardless of a future expansion of the existing use, the request serves as an appropriate expansion of the mixed-use downtown zoning district to the north, which aligns with the Town's Land Use & Development Code and Comprehensive Plan.

MU-DT

Pursuant to the LUDC, the MU-DT district provides an integrated mix of retail, service, entertainment, and civic uses, and supporting office and residential uses, in a compact and walkable format. This district preserves the historic "main street" scale and small-town character of Johnstown. It is the vibrant heart of the community with a high level of civic design, walkable urban patterns, and a concentration of diverse, small-scale uses. The MU-DT zoning districts relations to the comprehensive plan is the general application for the Downtown Activity Center.

NEIGHBORHOOD MEETING

On March 24, 2025, a neighborhood meeting was held at the Johnstown YMCA. Notices advertising this meeting were mailed to all property owners within 800 feet of the subject property. Ten (10) members of the community attended this neighborhood meeting to ask questions and raise concerns about the proposed change in zoning. The primary topics of discussion included:

- Rezoning of lots south of the subject property to the YMCA; and
- Traffic on Parish Avenue to Highway 60.

These issues, questions, and concerns were addressed during the neighborhood meeting as follows:

- Only 109 S. Parish Ave. is under consideration for rezoning.

The Community that Cares

- No additional traffic is anticipated with the rezoning of 109 S. Parish Ave.

PUBLIC NOTICE & AGENCY REFERRALS

Notices for the Planning and Zoning Commission public hearing were mailed to all property owners of record within 800 feet of the subject property on April 7, 2025. This notice provided the date, time, and location of the Planning and Zoning Commission public hearing and a project description. Notice for the Planning & Zoning Commission public hearing was published in the local newspaper of record, the Johnstown Breeze, on Thursday, April 3, 2025.

ZONING & DEVELOPMENT STANDARDS

The Town of Johnstown Land Use and Development Code identifies the following criteria for review of a rezone proposal decision:

1. The rezone furthers one or more of the purposes of these regulations in Section 17-1-3, and on balance, any purposes that may be undermined are outweighed by the benefits of the purposes it furthers.
2. The proposal is consistent with the goals and objectives of the Comprehensive Plan and any other plan, policy, or guidance adopted pursuant to that plan.
3. The change is consistent with the intent of the proposed zoning district, specifically considering:
 - a. The design of streets, civic spaces, and other open space;
 - b. The pattern, scale, and format of buildings and sites; and
 - c. The compatibility and transition with other complementary uses and development in the vicinity.
4. The change is necessary for at least one of the following reasons:
 - a. There has been a material change in the character of the area or in the Town generally, such that the proposed rezone is in the public interest.
 - b. The change will serve a community need or provide an amenity or benefit to the surrounding area that was not anticipated at the time of the initial zoning.
5. The town or other agencies have the ability to provide services or facilities that may be necessary for anticipated uses in the proposed district.
6. Any reasonably anticipated negative impacts on the area or adjacent property either are mitigated by sound planning, design, and engineering practices or are outweighed by broader public benefits to the surrounding community.
7. If owner initiated, at least two-thirds of the subject property owners within the change zone boundary have signed the application.
8. If owner initiated, the subject property has not been included in a rezone action in the prior 12 months, with the exception of property in the H-A zoning district which was established concurrently with annexation.
9. The recommendations of any professional staff and advisory review bodies have been considered.

COMPREHENSIVE PLAN ALIGNMENT

The proposed zoning designation complies with the intent and character of the MDI land use areas, as defined in the Town's adopted Comprehensive Plan by occurring along arterials and

other major corridors, and creating an attractive streetscape, offering a diversity of shops and services within walking or biking distance from residential areas.

STRATEGIC PLAN ALIGNMENT

- Natural & Built Environment
 - *Guide growth in the community through appropriate annexation, zoning, planning, and land use development.*
- Healthy & Resilient Economy
 - *Drive development to expand the downtown corridor.*

Staff finds that the proposed rezoning is consistent with the goals and strategies referenced above, pursuant to the adopted Johnstown Strategic Plan.

RECOMMENDED ACTION:

Staff recommend approval of this change of zone request pursuant to findings of fact listed below:

1. ***The rezone furthers one or more of the purposes of these regulations in Section 17-1-3, and on balance any purposes that may be undermined are outweighed by the benefits of the purposes it furthers, because:***
This rezone implements the Comprehensive Plan, and other plans and programs authorized under the guidance of the Comprehensive Plan. This rezone will promote planning and urban design that emphasizes distinct places and unique elements of community character throughout Johnstown. The rezone will assist in the division of the town into zones and districts that promote the character, intensity, and development patterns of distinct places identified in the Comprehensive Plan. This rezone will create compatibility within the area and will be transitional between complimentary districts, uses, and buildings.
2. ***The proposal is consistent with the goals and objectives of the Comprehensive Plan and any other plan, policy, or guidance adopted pursuant to that plan, because:***
This proposal is consistent with Goal L2 of the Comprehensive Plan by revitalizing and maintaining downtown as the heart of the community by way of seeking to expand the extents of Downtown as development and redevelopment near the current core area is proposed, utilizing more urban design standards to encourage an active streetscape and mix of uses.
3. ***The change is consistent with the intent of the proposed zoning district, specifically considering, because:***
The proposed zoning designation will be a continuation of the MU-DT zoning by providing an integrated mix of retail, service, entertainment, and civic uses, and supporting of residential uses, in a compact and walkable format. The proposed zoning designation will preserve the historic “main street” scale and small-town character of Johnstown.
4. ***The change is necessary for at least one of the following reasons, because:***

The Community that Cares

- a. *There has been a material change in the character of the area or in the Town generally, such that the proposed rezone is in the public interest.* The Sinclair Convenience Store site development occurred in 2019, and with the owner acquiring the subject property for rezone, this will allow for potential redevelopment of the parcel to facilitate future expansion and access to the site.
 - b. *The change will serve a community need or provide an amenity or benefit to the surrounding area that was not anticipated at the time of the initial zoning.* The change will benefit the surrounding area by allowing the owner to explore opportunities to expand the existing Sinclair site that could create more fluid access and traffic stacking at the intersection of Parish Ave. and Highway 60.
5. ***The town or other agencies have the ability to provide services or facilities that may be necessary for anticipated uses in the proposed district, because:***
The Town and other responsible agencies have services in the vicinity of the project site, but at this time there is not a development application that would necessitate review for impact to existing services or facilities.
6. ***Any reasonably anticipated negative impacts on the area or adjacent property either are mitigated by sound planning, design, and engineering practices or are outweighed by broader public benefits to the surrounding community, because:***
The subject property will be governed by the adopted Land Use and Development Code to lessen the impact on adjacent property owners.
7. ***If owner initiated, at least two-thirds of the subject property owners within the change zone boundary have signed the application, because:***
One property is subject to this proposed change in zoning and is owner-initiated.

SUGGESTED MOTIONS:

For Approval: I move that the Planning & Zoning Commission recommends that the Town Council **APPROVE** the Change of Zone pursuant to Zoning Case No. ZON24-0003.

For Denial: I move that the Planning & Zoning Commission recommends that the Town Council **DENY** the Change of Zone pursuant to Zoning Case No. ZON24-0003.



Town of Johnstown

LAND USE APPLICATION DOCUMENT

Project Name: Johnstown C Store - 109 S Parish Rezone Project

Description: Rezone of 0.14 acres of residential zone housing at 109 s Parish in order to allow future expansion into the Johnstown CStore lot.

General: ☐ Site Dev Plan ☐ USR (Use by Special Review) ☐ Conditional Use Grant ☐ Variance

☐ Annexation ☒ Establish/Change Zoning

PUD: ☐ Outline Dev Plan ☐ Preliminary Dev Plan ☐ Final Dev Plan ☐ Combined Prelim/Final

Subdivision: ☐ Replat/Lot Line ☐ Preliminary Plat ☐ Final Plat ☐ Combined Prelim/Final

Wireless: ☐ Small Cell ☐ EFR or Base Station ☐ Alt. Tower Structure ☐ Tower/Other USR

Amendment: ☐ Land Use Code ☐ Comprehensive Plan ☐ Future Land Use Map

Construction: ☐ Home Model Review ☐ Stand-Alone Utility/Road Plans

Floodplain: ☐ C-LOMER Review ☐ Floodplain Development Permit

Site Address: 109 S Parish Johnstown, CO80534 Parcel #'s: 105909203002

Applicant*: Manjeet Singh

Email: manjeet.manjeet.ms@gmail.com Telephone: 303.856.6573

Consultant/Representative: Anna Fluckey Telephone: 970.420.4867

Email: anna.fluckey@mccauleyconstructors.com

Landowner Authorization for Land Use Action (REQUIRED):

The undersigned (1) affirms ownership or authorized representation thereof of the subject property, and (2) hereby authorizes the individuals or entities listed herein as "applicant and/or representative" to represent me/us in all aspects of the land use process for the project being submitted with this application.

*Landowner(s): Manjeet Singh

*Email: manjeet.manjeet.ms@gmail.com *Telephone 303.856.6573

Please keep me informed on the status and progress of this project via email.

Manjeet Singh

*Signature of Landowner **Manjeet Singh**

Mathon Surinder

*Signature of Landowner **Mathon Surinder**

*Attach A Statement of Authority and Certificate of Good Standing, if this is a cooperation or other entity

The Community That Cares

johnstown.colorado.gov

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

LAND SURVEY PLAT

Of Lot 3, Block 6, Purvis Addition,
Situate in the Northwest Quarter of Section 9, Township 4 North, Range 67 West of the 6th P.M.,
Town of Johnstown, County of Weld, State of Colorado

PROPERTY DESCRIPTION

Lot 3, Block 6, PURVIS ADDITION TO THE TOWN OF JOHNSTOWN, COLORADO, County of Weld, State of Colorado.

BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

Assuming the West line of the Northwest Quarter of Section 9, T.4N., R.67W., as bearing South 00°51'11" East as monumented as shown on this plat, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2655.48 feet with all other bearings contained herein relative thereto.

The lineal dimensions as contained herein are based upon the "U.S. Survey Foot."

NOTICE

According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon. (13-80-105 C.R.S. 2012)

TITLE COMMITMENT NOTE

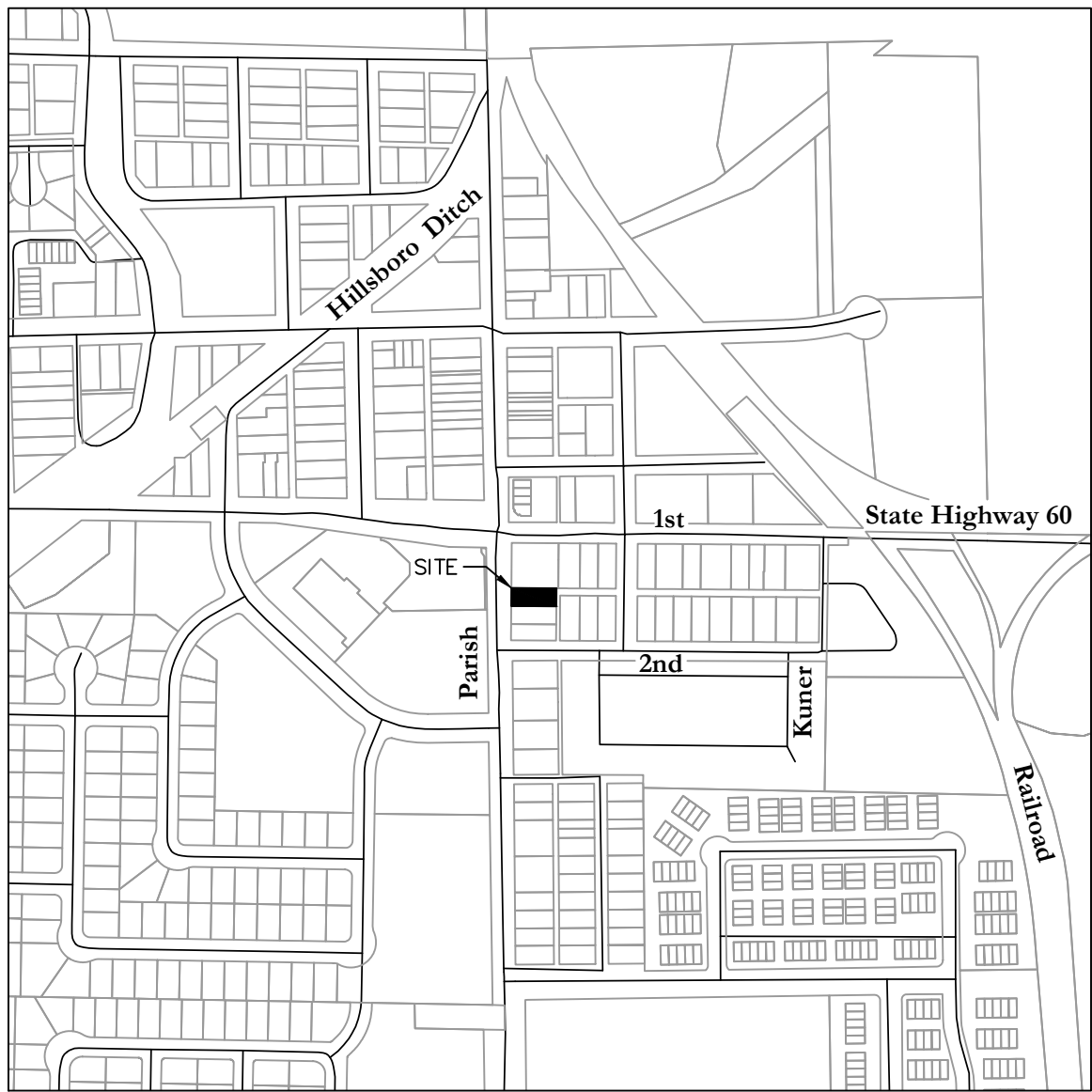
This survey does not constitute a title search by King Surveyors to determine ownership or easements of record. For all information regarding easements, rights-of-way and title of records, King Surveyors relied upon Title Commitment Number 5525-4184715, dated August 20, 2024 as prepared by First American Title Insurance Company to delineate the aforesaid information.

SURVEYOR'S STATEMENT

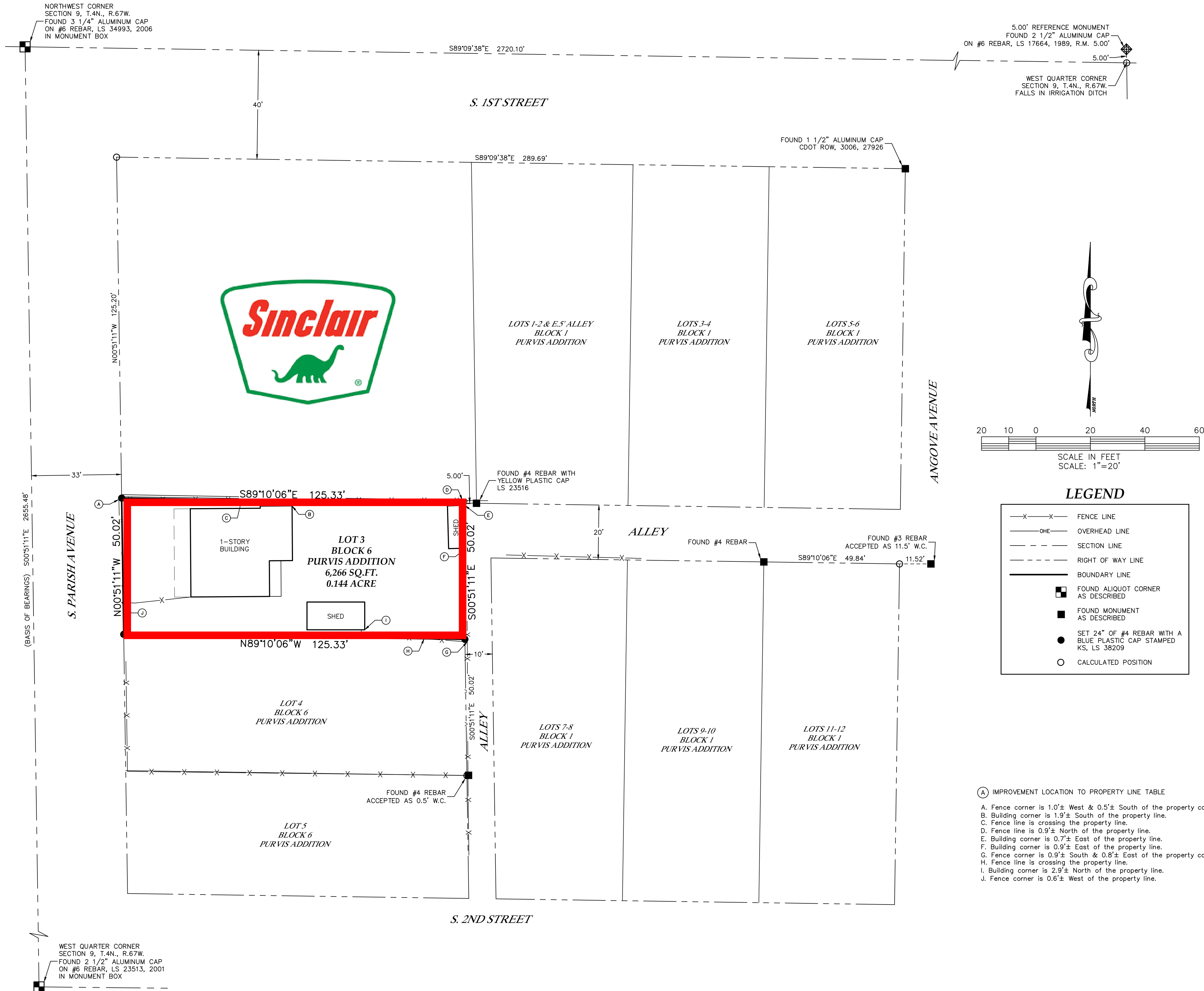
I, Paul B. Groves, a Colorado Licensed Professional Land Surveyor, do hereby state that this Land Survey Plat was prepared from an actual survey under my personal supervision, that the monumentation as indicated hereon was found or set as shown, and that the foregoing plat is an accurate representation thereof, all this to the best of my knowledge, information and belief.

PRELIMINARY

Paul B. Groves -- On Behalf Of King Surveyors
Colorado Licensed Professional
Land Surveyor #38209



VICINITY MAP
SCALE: 1"=500'



- (A) IMPROVEMENT LOCATION TO PROPERTY LINE TABLE
- A. Fence corner is 1.0'± West & 0.5'± South of the property corner.
 - B. Building corner is 1.9'± South of the property line.
 - C. Fence line is crossing the property line.
 - D. Fence line is 0.9'± North of the property line.
 - E. Building corner is 0.7'± East of the property line.
 - F. Building corner is 0.9'± East of the property line.
 - G. Fence corner is 0.9'± South & 0.8'± East of the property corner.
 - H. Fence line is crossing the property line.
 - I. Building corner is 2.9'± North of the property line.
 - J. Fence corner is 0.6'± West of the property line.

DATE:	8/30/2024
FILE NAME:	20240408LSP
SCALE:	1"=20'
DRAWN BY:	CSK
CHECKED BY:	PG

KING SURVEYORS
650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | email: contact@KingSurveyors.com



DATE:					
REVISIONS:					

LAND SURVEY PLAT
FOR
McCauley Constructors
650 Innovation Circle
Windsor, CO 80550

PROJECT #:
20240408

1
SHEET 1 OF 1

S. PARISH AVENUE

N00°51'11"W 50.02'

S89°10'06"E 125.33'

LOT 3
BLOCK 6
PURVIS ADDITION
6,266 SF
0.144 SC
CURRENT ZONE: R1
PROPOSED ZONE: MU-DT

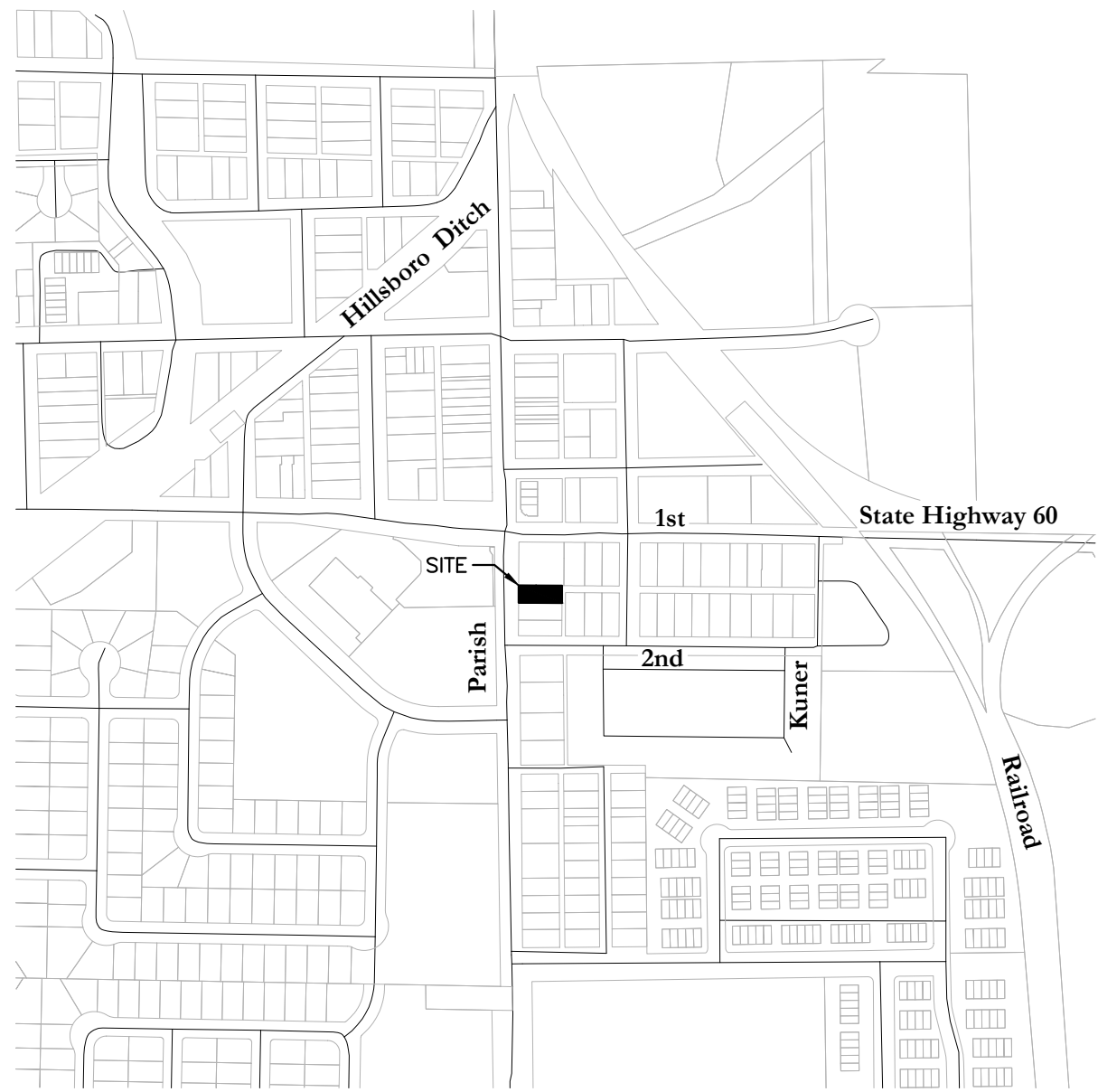
N89°10'06"W 125.33'

LOT 4
BLOCK 6
PURVIS ADDITION
CURRENT ZONE: R1

S00°51'11"E 50.02'

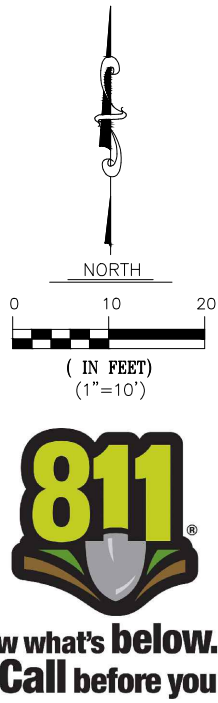
ALLEYWAY

LOTS 1-2 & E.5' ALLEY
BLOCK 1
PURVIS ADDITION
CURRENT ZONE: MU-DT



VICINITY MAP
SCALE: 1" = 500'

No comment. IMEG 3/5/25





CIVIL RESOURCES

8308 COLORADO BLVD
SUITE 200
FIRESTONE, CO 80530
303.833.1416
WWW.CIVILRESOURCES.COM

MCCAULEY CONSTRUCTORS
650 INNOVATION CIRCLE
WINDSOR, COLORADO 80550
(970) 686-6300 (p)

109 PARISH STREET EXPANSION
JOHNSTOWN, COLORADO

REVISIONS		
NO.	DESCRIPTION	DATE
1	SUBMITTAL #2	01/15/25

DESIGNED BY: CMH	DATE: 11/20/24
DRAWN BY: CMH	
CHECKED BY: JAB	
JOB NO.: 318.001.02	
DWG NAME: 35500106ZONING MAP	

ZONING MAP

SHEET:
1 OF 1



Sinclair C-Store Rezone Neighborhood Meeting

E. SOUTH 1ST STREET

S. PARISH AVENUE

EX TRAFFIC POLE
(PROTECT IN PLACE)

8.0' SIDEWALK

CAR
LOCATION

7.5' SIDEWALK

EXISTING
BUILDING

EX MONUMENT SIGN
(APPROX. LOCATION)

EX TRANSFORMER
(APPROX. LOCATION)

5 EX
PARKING
SPACES
(9'X20')

EXISTING UNDERGROUND
FUEL TANKS

109 PARISH ST

3 PARKING
SPACES
(9'X22')

LANDSCAPING
AREA

SCREENING WALL

TRASH ENCLOSURE
W/ SCREENING
WALLS

ALLEYWAY

SCREENING WALL

115 S 2ND ST

112 E SOUTH 1ST ST

EXISTING CURB
INLET (TO BE
REMOVED AND
REPLACED WITH
VALLEY INLET)

EXISTING
TRANSFORMERS
(PROTECT IN PLACE)

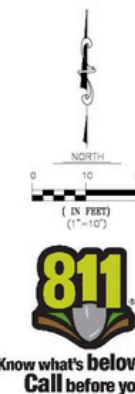
EXISTING UTILITIES
(TO BE ADJUSTED)

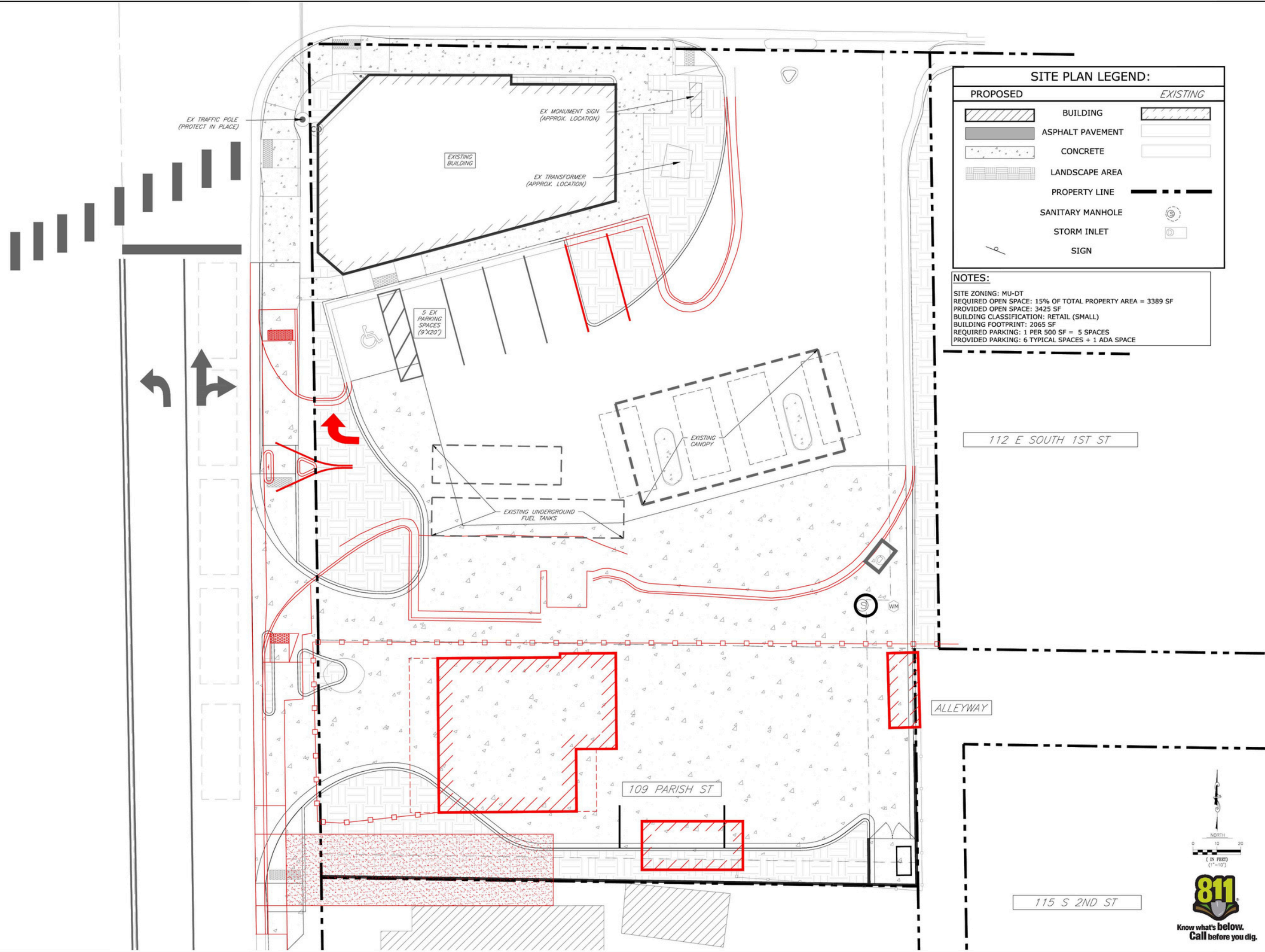
SITE PLAN LEGEND:

PROPOSED		EXISTING
	BUILDING	
	ASPHALT PAVEMENT	
	CONCRETE	
	LANDSCAPE AREA	
	PROPERTY LINE	
	SANITARY MANHOLE	
	STORM INLET	
	SIGN	

NOTES:

SITE ZONING: MU-DT
REQUIRED OPEN SPACE: 15% OF TOTAL PROPERTY AREA = 3389 SF
PROVIDED OPEN SPACE: 3425 SF
BUILDING CLASSIFICATION: RETAIL (SMALL)
BUILDING FOOTPRINT: 2065 SF
REQUIRED PARKING: 1 PER 500 SF = 5 SPACES
PROVIDED PARKING: 6 TYPICAL SPACES + 1 ADA SPACE





SITE PLAN LEGEND:	
PROPOSED	EXISTING

NOTES:
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Johnstown Sinclair C-Store Rezone



mccauley
CONSTRUCTORS

Johnstown Sinclair C-Store Rezone



Johnstown Sinclair C-Store Rezone



Mural Design Opportunities:

Founding and Early Development

- Harvey J. Parish and Son, John: Depict the town's founder, Harvey J. Parish, alongside his son, John, after whom the town was named. This highlights the personal origins of Johnstown.
- Great Western Railway: Illustrate the arrival of the Great Western Railway, which was instrumental in the town's establishment and growth.

Agricultural Heritage

- Farming Scenes: Showcase early settlers engaged in farming activities, such as planting and harvesting crops like sugar beets and corn, emphasizing the town's agricultural roots.
- Livestock and Barns: Include imagery of livestock and iconic structures like the Anderson Barn, a notable historic site in the area.

The Johnstown Meteorite

- Meteorite Event of 1924: Portray the 1924 meteorite fall that occurred during a funeral service, a significant and unique event in the town's history.

Community and Cultural Growth

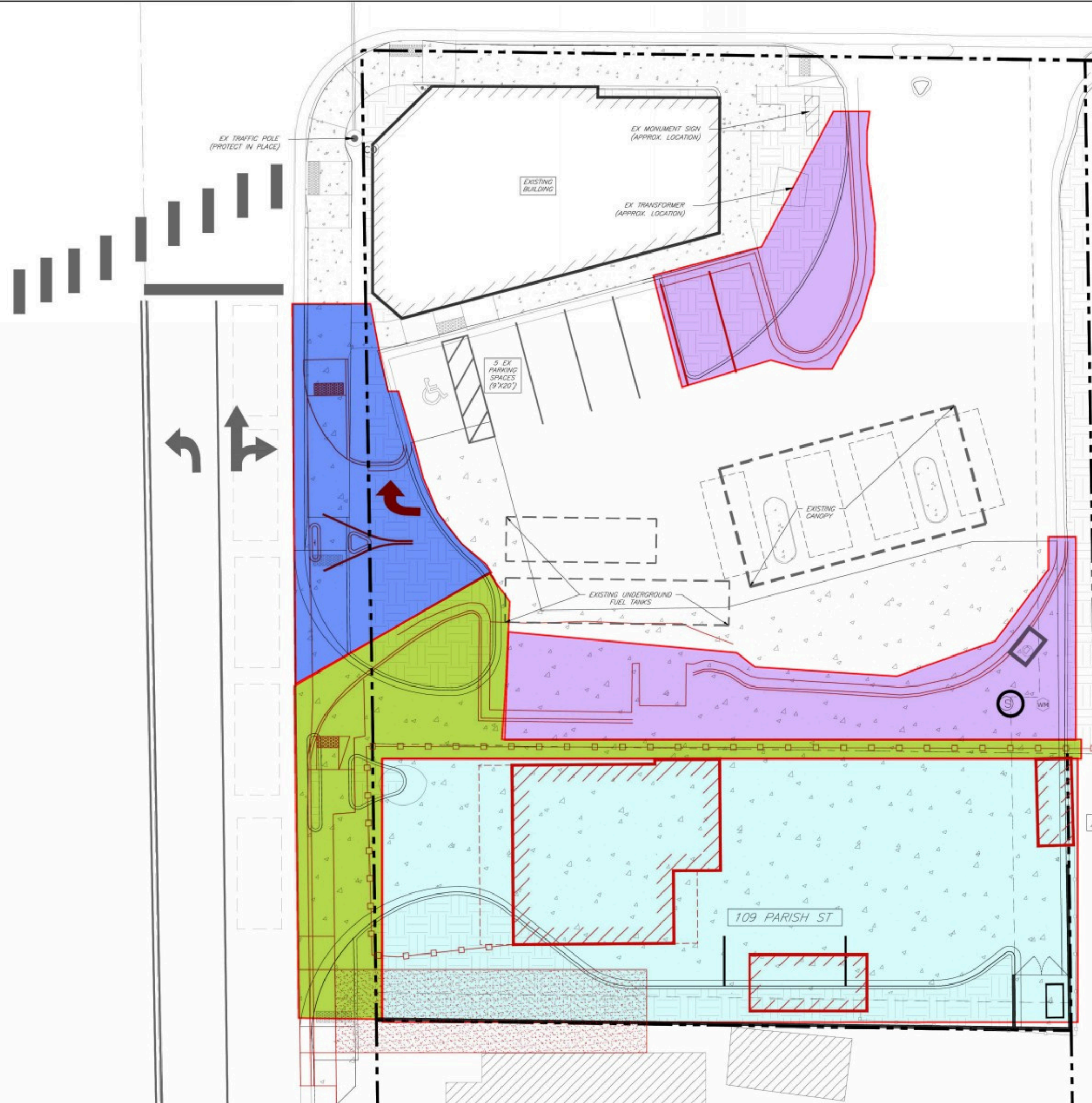
- Historic Main Street: Depict Main Street as it appeared in the early 20th century, highlighting key establishments and the transformation from wooden to brick buildings after the 1911 fire.
- Annual Events: Illustrate community gatherings such as the Johnstown BBQ Day, showcasing the town's enduring traditions and community spirit.

Natural Landscape

- Rivers and Plains: Feature the confluence of the Big Thompson and Little Thompson Rivers and the surrounding plains to emphasize the town's geographical setting.



Johnstown Sinclair C-Store Rezone



Phase 1 – 1-1.5 months

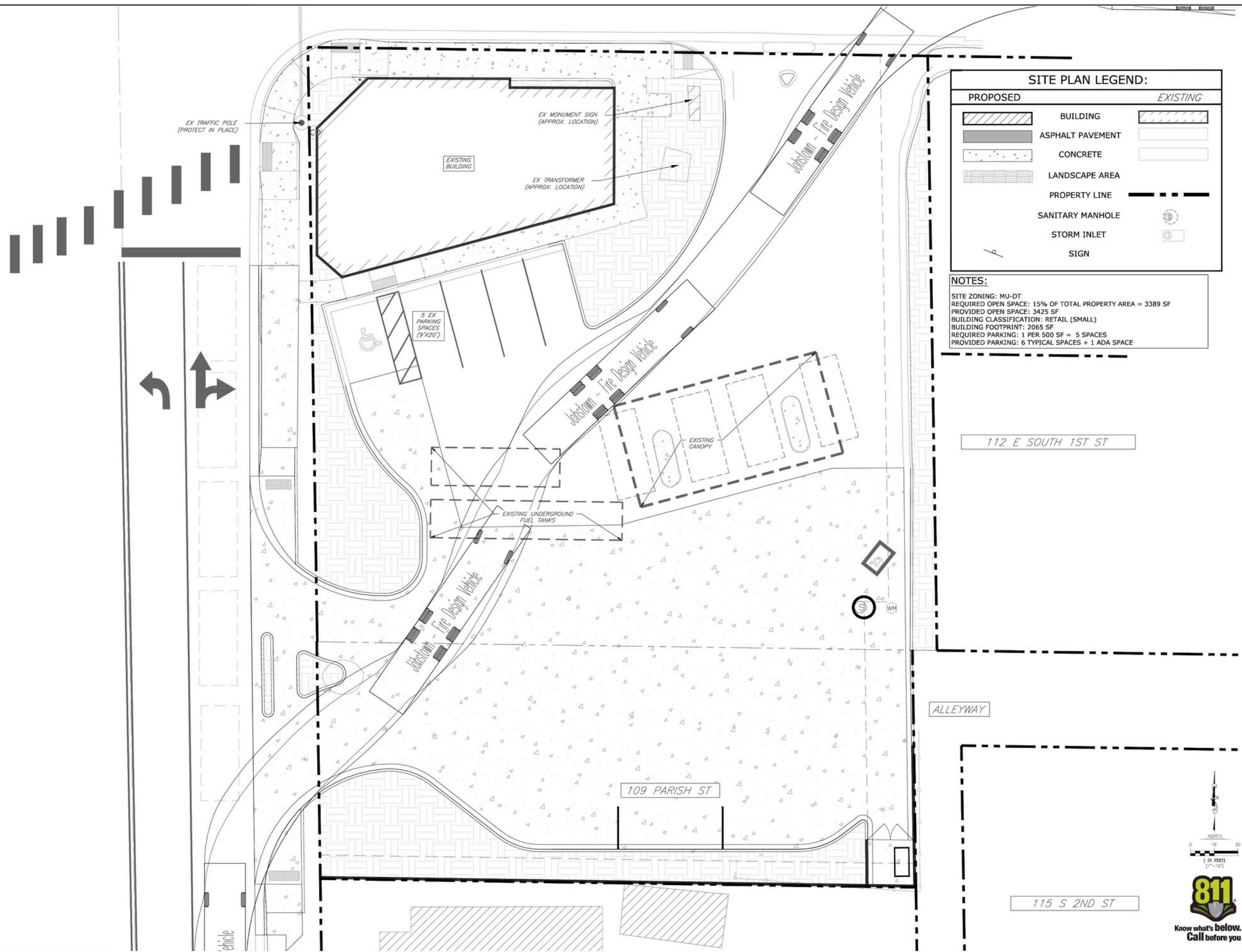
- Demo house and both sheds
- Clear and grub residential lot
- Remove tree with traffic lane closure and traffic reroute plan, use lot as staging to turn tree into mulch
- Install new entrance at Parish (this will move between phases depending on SDP approval timing)

Phase 2 – 2 months

- Close off back area of site and keep old entrance open to maintain site accessibility during construction
- Demo pavement, relocate curb and gutter
- Relocate trash enclosure
- Relocate emergency off switch
- Relocate Tire air machine
- Relocate sewer manhole/ storm

Phase 3 - 3 weeks to 1 month (site closed)

- Close off Parish entrance and demo old and build new
- Demo and build out new parking spaces and rework landscape island
- Build wall and paint mural - Mural will be in progress and will begin once the wall is completed



SITE PLAN LEGEND:		
PROPOSED		EXISTING
	BUILDING	
	ASPHALT PAVEMENT	
	CONCRETE	
	LANDSCAPE AREA	
	PROPERTY LINE	
	SANITARY MANHOLE	
	STORM INLET	
	SIGN	

NOTES:
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TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2025-271

**ORDINANCE APPROVING THE REZONING OF PROPERTY KNOWN
AS 109 SOUTH PARISH AVENUE, JOHNSTOWN, CO 80534,
CONSISTING OF APPROXIMATELY 0.144 ACRES, FROM SINGLE-
FAMILY NEIGHBORHOOD (R-1) TO DOWNTOWN (MU-DT)**

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, Manjeet Singh, an owner of the property, applied to rezone the property known by legal description as JOH 21514 L3 BLK6 PURVIS ADD, Town of Johnstown, County of Weld, State of Colorado, and by street address as 109 South Parish Avenue, Johnstown, CO 80534, consisting of approximately 0.144 acres, being more particularly described on Exhibit A, which is attached hereto and incorporated herein by this reference (“Property”), from Single-Family Neighborhood (R-1) to Downtown (MU-DT); and

WHEREAS, on April 23, 2025, the Town’s Planning and Zoning Commission held a public hearing and recommended approval of Downtown (MU-DT) zoning for the Property; and

WHEREAS, on May 19, 2025, the Town Council held a public hearing to determine appropriate zoning for the Property and, based upon the recommendation of the Planning and Zoning Commission and the evidence received at the hearing, finds that the requested rezoning of the Property to Downtown (MU-DT) conforms to the *Johnstown Area Comprehensive Plan* and Section 17-2-3 of the Town of Johnstown Land Use and Development Code and should be approved.

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

1. Zoning of the Property described on Exhibit A shall hereby and hereinafter be designated as Downtown (MU-DT).
2. All other Ordinances, or parts thereof, in conflict with this Ordinance are hereby repealed.
3. This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Home Rule Charter of the Town of Johnstown, Colorado (“Charter”) and the adoption, posting and publication shall be authenticated by the signature of the Mayor and the Town Clerk and by the Certificate of Publication. This Ordinance shall become effective upon final passage as provided by the Charter.

4. Upon its effective date, the Town Clerk is hereby directed to file this Ordinance with the real estate records of the Weld County Clerk and Recorder.

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: _____
Meghan Martinez, Town Clerk

By: _____
Michael P. Duncan, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this _____ day of _____, 2025.

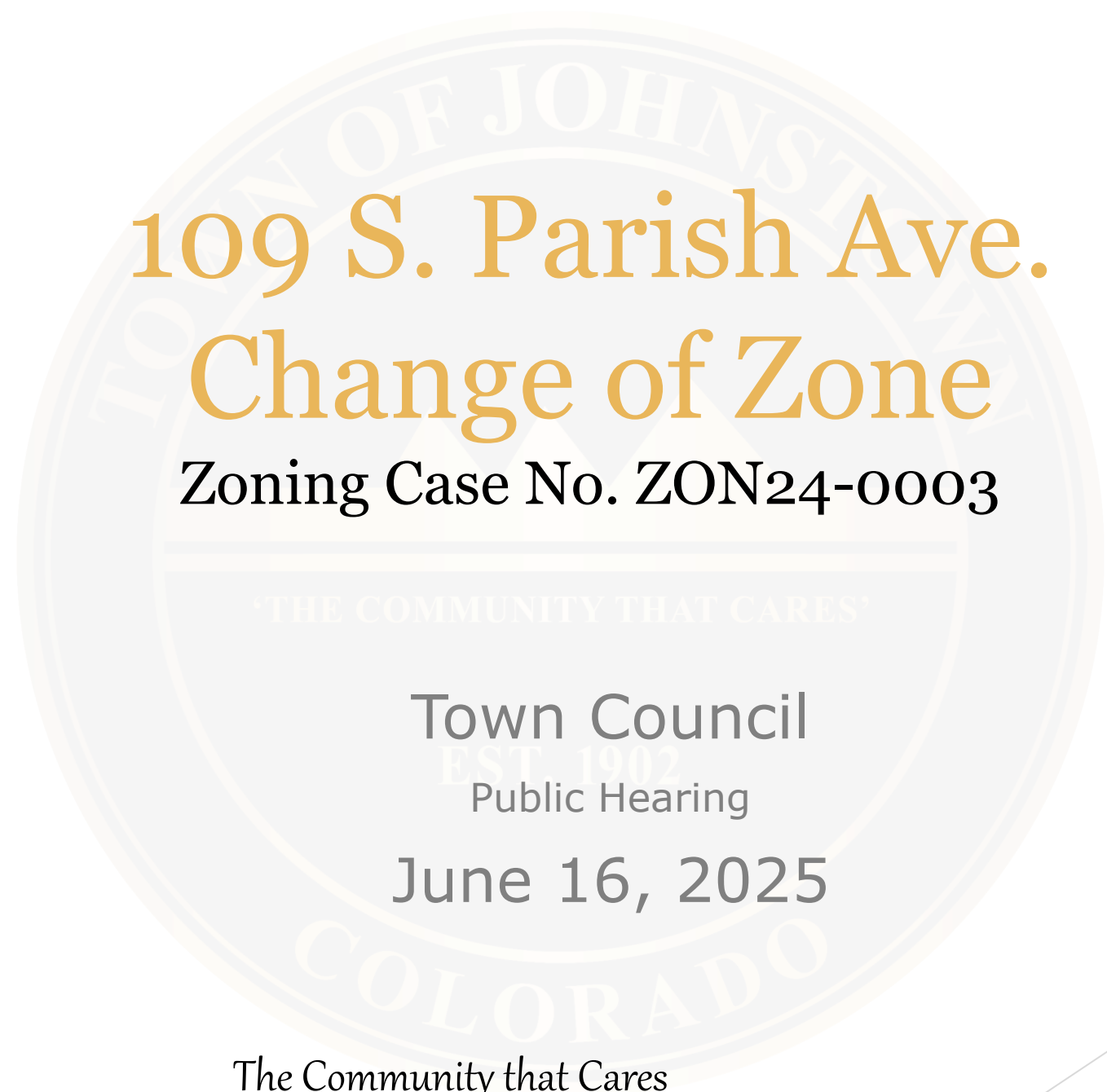
ATTEST:

By: _____
Meghan Martinez, Town Clerk

By: _____
Michael P. Duncan, Mayor

EXHIBIT A
PROPERTY DESCRIPTION

Lot 3, Block 6, PURVIS ADDITION TO THE TOWN OF JOHNSTOWN, Colorado, County of Weld, State of Colorado.

A large, faint watermark of the Town of Johnstown seal is centered in the background. The seal is circular with the text 'TOWN OF JOHNSTOWN' at the top and 'COLORADO' at the bottom. Inside the seal is a shield with a mountain peak and the text 'EST. 1902'.

109 S. Parish Ave.

Change of Zone

Zoning Case No. ZON24-0003

'THE COMMUNITY THAT CARES'

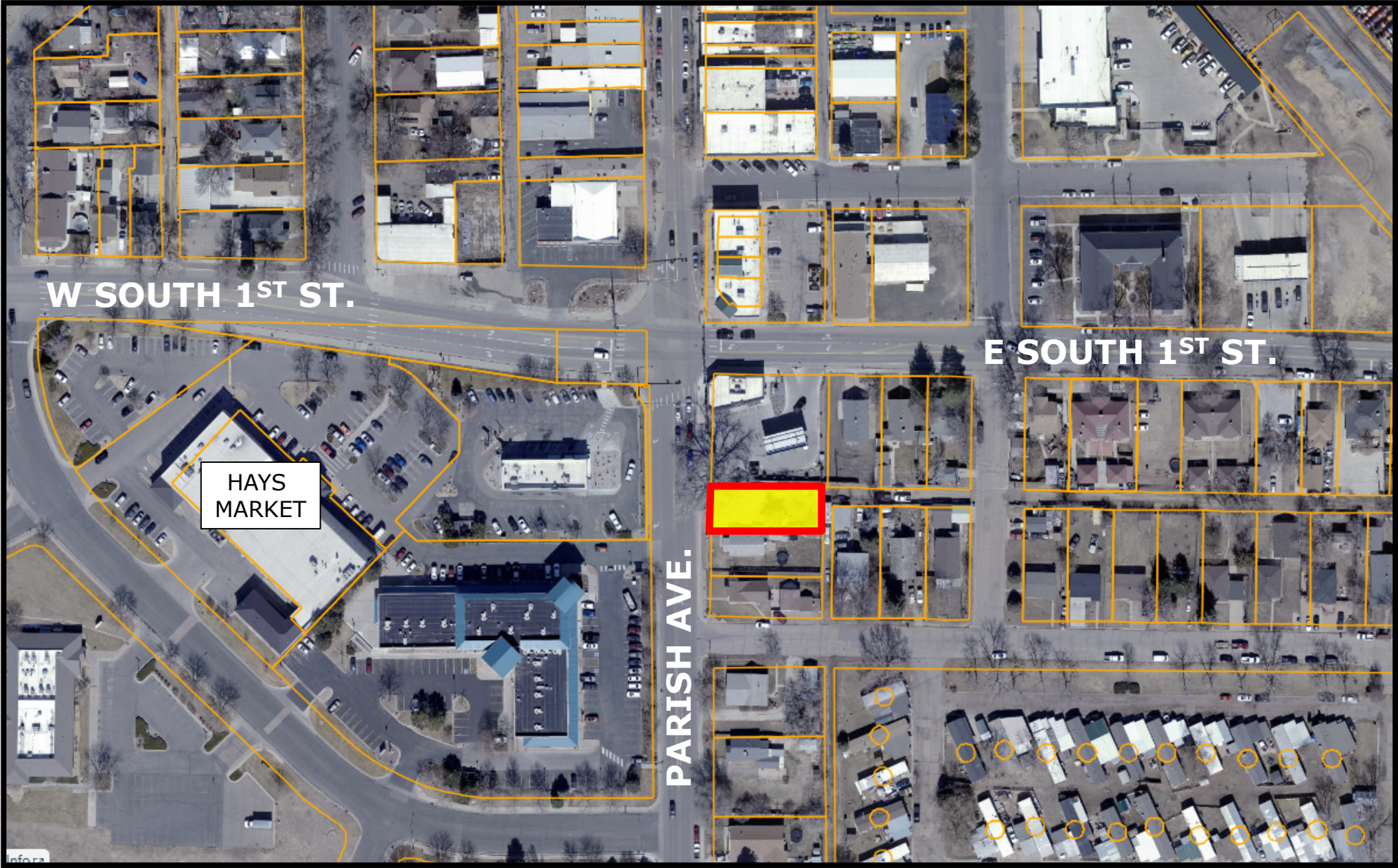
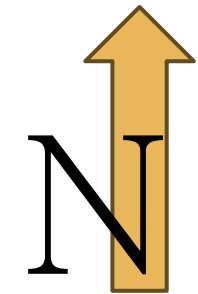
Town Council

Public Hearing

June 16, 2025

The Community that Cares

VICINITY
MAP



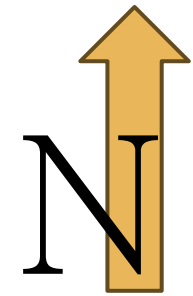
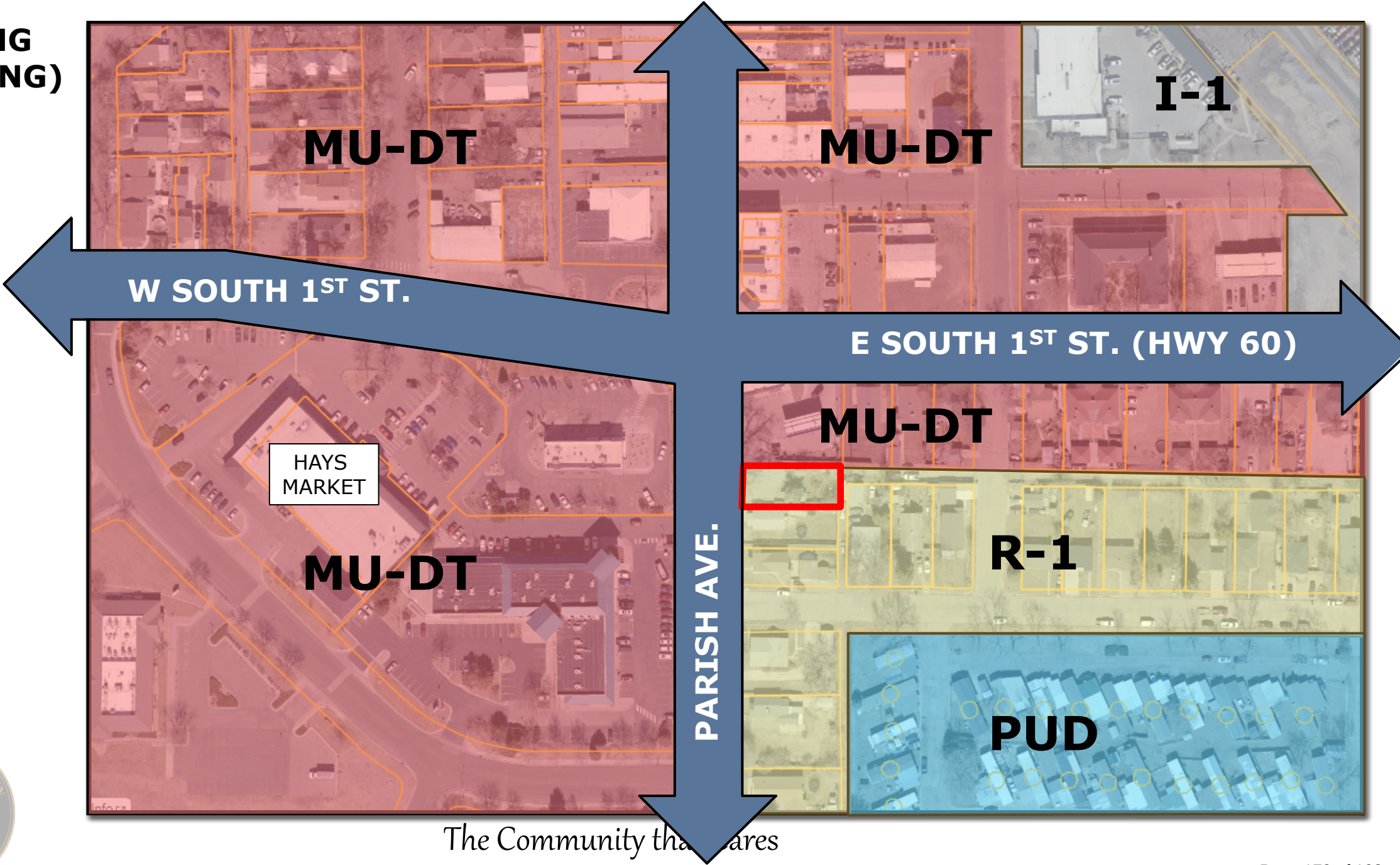
The Community that Cares

Proposed Zoning

- ◆ The Applicant is seeking MU-DT Zoning
 - ◆ Mixed Use-Downtown
- ◆ The Applicant is the owner of the Sinclair Fuel Station and Convenience Store and intends to rework the entry into that site to create more fluid movement within the fuel station and allow for better stacking of vehicles on Parish Ave. at the Highway 60 traffic signal.
 - ◆ Site Development Plans are subject to Administrative review and approval.

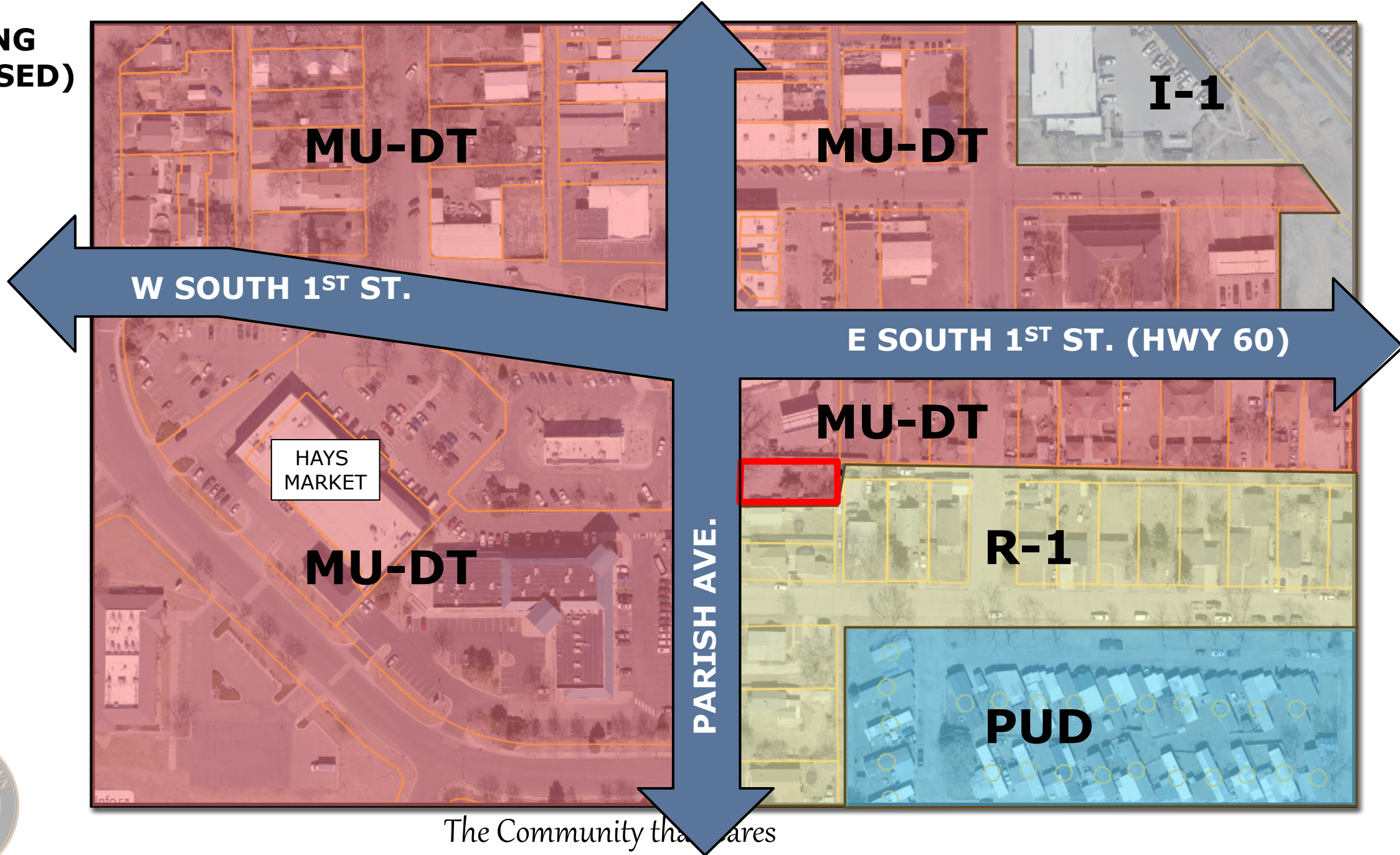


**ZONING
(EXISTING)**



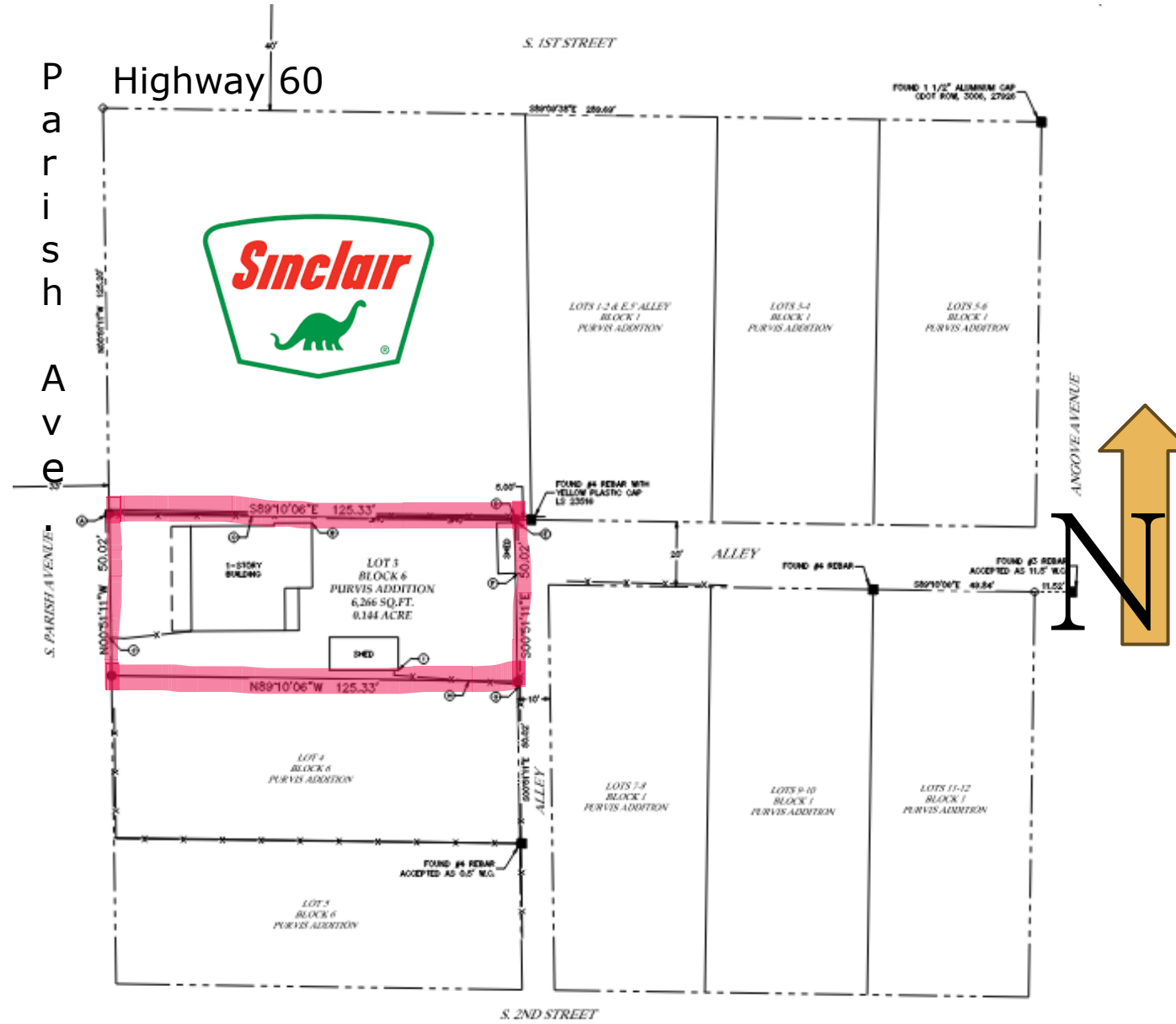
The Community that Cares

**ZONING
(PROPOSED)**



Vicinity of Property Petitioning to Rezone

Sinclair Fuel Station and Convenience Store is directly north of the property subject to this rezoning.



Current Site Conditions

109 S. Parish is currently zone R-1, Single-Family Residential.

Annexed and platted in 1932.

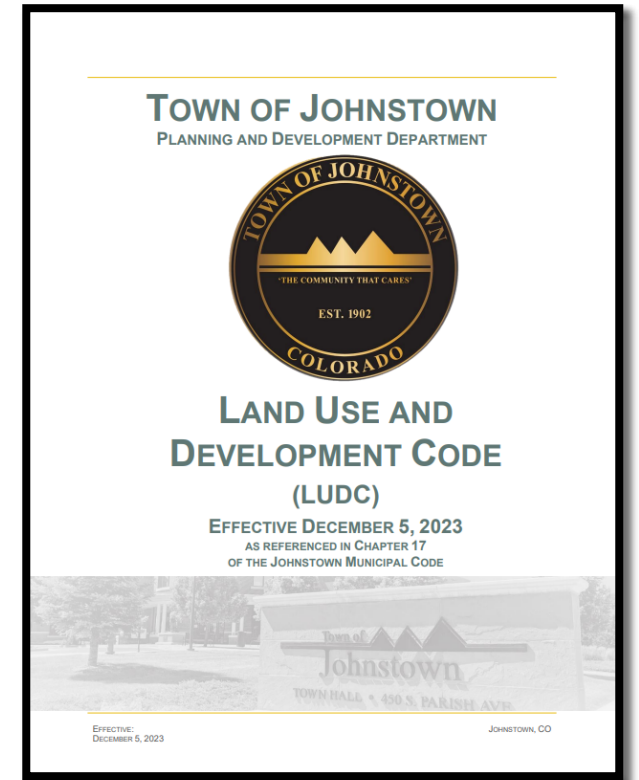
0.144 Acres



The Community that Cares

Zoning and Development Standards

- ◆ This rezone will create compatibility within the area and will be transitional between complimentary districts, uses, and buildings.
- ◆ Utilizes more urban design standards to encourage an active streetscape and mix of uses.
- ◆ Supporting residential uses.
- ◆ A material change in the character of the area created by the Sinclair site development in 2019 will facilitate the potential for redevelopment of the site for better access and traffic stacking.
- ◆ Rezoning and potential future development will mitigate existing negative impacts.



The Community that Cares

Comprehensive Plan Alignment

- ◆ Property lies within the Medium Density/Intensity land use area.
- ◆ Opportunity to create an attractive streetscape.
- ◆ Provides a service within walking or biking distance from residential uses.
- ◆ Will assist in revitalizing and maintaining Downtown as the heart of the community.
- ◆ Will preserve the historic “main street” scale and small-town character of Johnstown.



The Community that Cares

Strategic Plan Alignment

- Natural & Built Environment
 - *Guide growth in the community through appropriate annexation, zoning, planning, and land use development.*
- Healthy & Resilient Economy
 - *Drive development to expand the downtown corridor.*



The Community that Cares

Questions for Staff?



The Community that Cares



109 S Parish Planning and Zoning Commission

E. SOUTH 1ST STREET

S. PARISH AVENUE

EX TRAFFIC POLE
(PROTECT IN PLACE)

8.0' SIDEWALK

7.5' SIDEWALK

EXISTING BUILDING

EX MONUMENT SIGN
(APPROX. LOCATION)

EX TRANSFORMER
(APPROX. LOCATION)

5 EX PARKING SPACES
(9'X20')

EXISTING UNDERGROUND FUEL TANKS

EXISTING CANOPY

VEHICLE FUELING POSITION (TYP)

EXISTING TREE
(TO BE REMOVED)

LANDSCAPING AREA

109 PARISH ST

3 PARKING SPACES
(9'X22')

TRASH ENCLOSURE
W/ SCREENING WALLS

SCREENING WALL

SITE PLAN LEGEND:

PROPOSED		EXISTING
	BUILDING	
	ASPHALT PAVEMENT	
	CONCRETE	
	LANDSCAPE AREA	
	PROPERTY LINE	
	SANITARY MANHOLE	
	STORM INLET	
	SIGN	

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112 E SOUTH 1ST ST

EXISTING CURB INLET
(TO BE REMOVED AND REPLACED WITH VALLEY INLET)

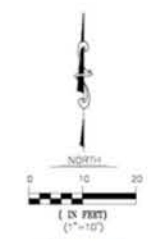
EXISTING TRANSFORMERS
(PROTECT IN PLACE)

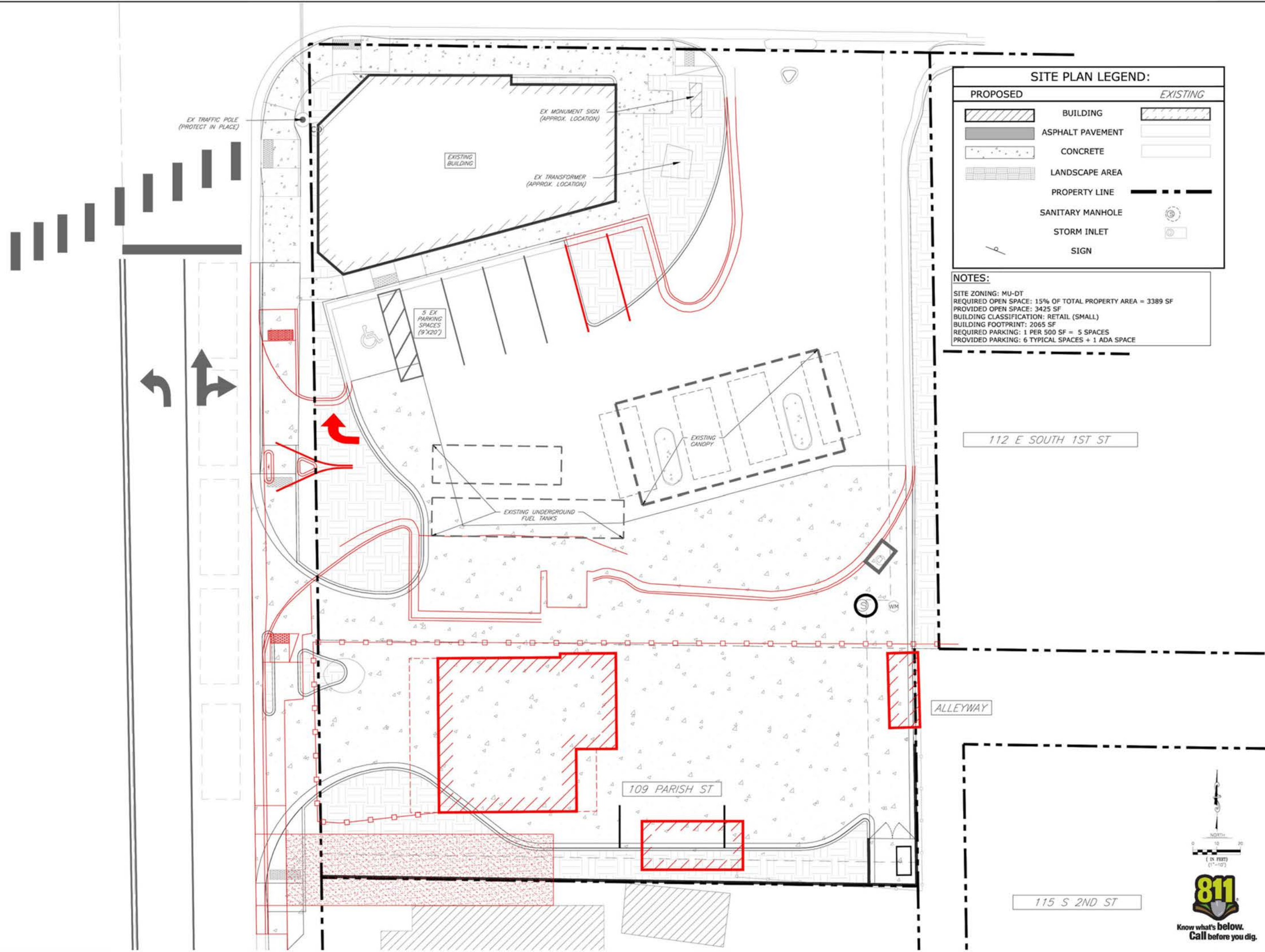
EXISTING UTILITIES
(TO BE ADJUSTED)

ALLEYWAY

SCREENING WALL

115 S 2ND ST





SITE PLAN LEGEND:	
PROPOSED	EXISTING

NOTES:
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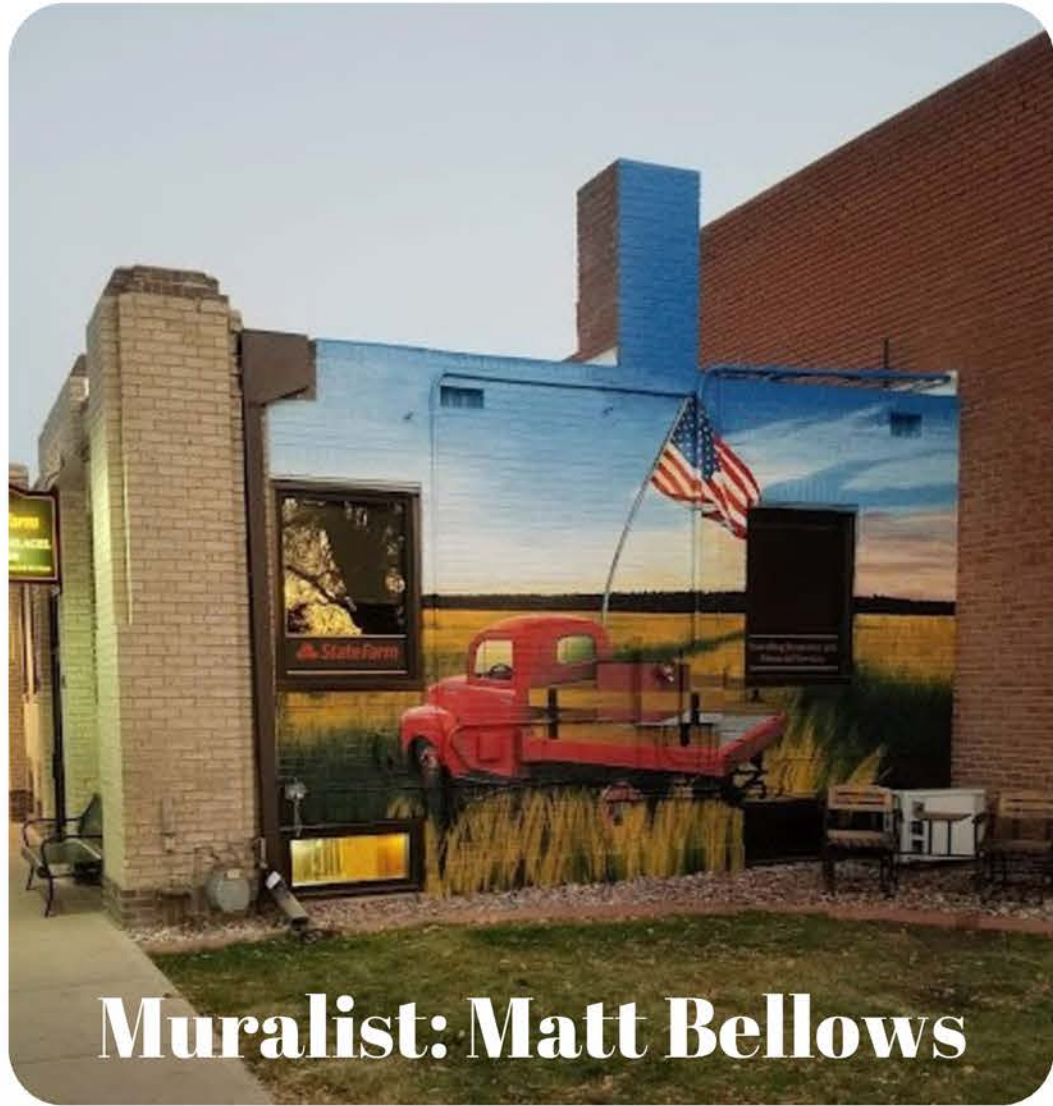
Johnstown Sinclair C-Store Rezone



Johnstown Sinclair C-Store Rezone



Johnstown Sinclair C-Store Rezone



Mural Design Opportunities:

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Agricultural Heritage

- Farming Scenes: Showcase early settlers engaged in farming activities, such as planting and harvesting crops like sugar beets and corn, emphasizing the town's agricultural roots.
- Livestock and Barns: Include imagery of livestock and iconic structures like the Anderson Barn, a notable historic site in the area.

The Johnstown Meteorite

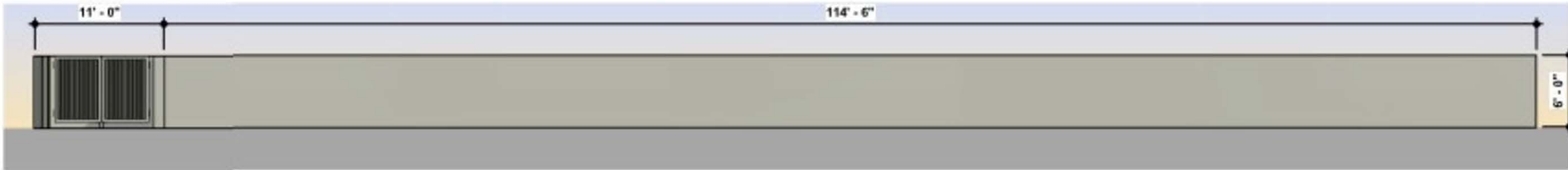
- Meteorite Event of 1924: Portray the 1924 meteorite fall that occurred during a funeral service, a significant and unique event in the town's history.

Community and Cultural Growth

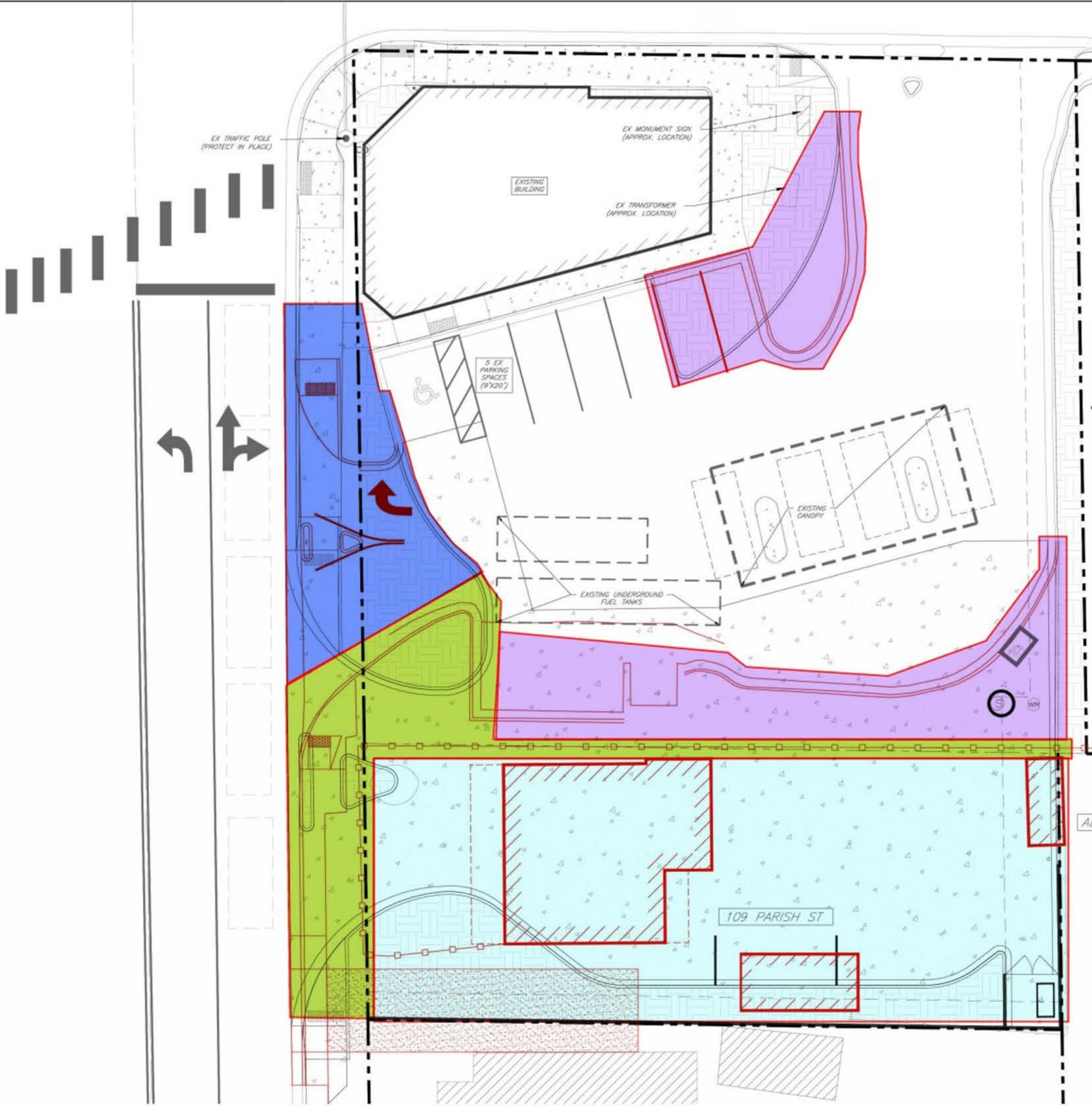
- Historic Main Street: Depict Main Street as it appeared in the early 20th century, highlighting key establishments and the transformation from wooden to brick buildings after the 1911 fire.
- Annual Events: Illustrate community gatherings such as the Johnstown BBQ Day, showcasing the town's enduring traditions and community spirit.

Natural Landscape

- Rivers and Plains: Feature the confluence of the Big Thompson and Little Thompson Rivers and the surrounding plains to emphasize the town's geographical setting.



Johnstown Sinclair C-Store Rezone



Phase 1 – 1-1.5 months

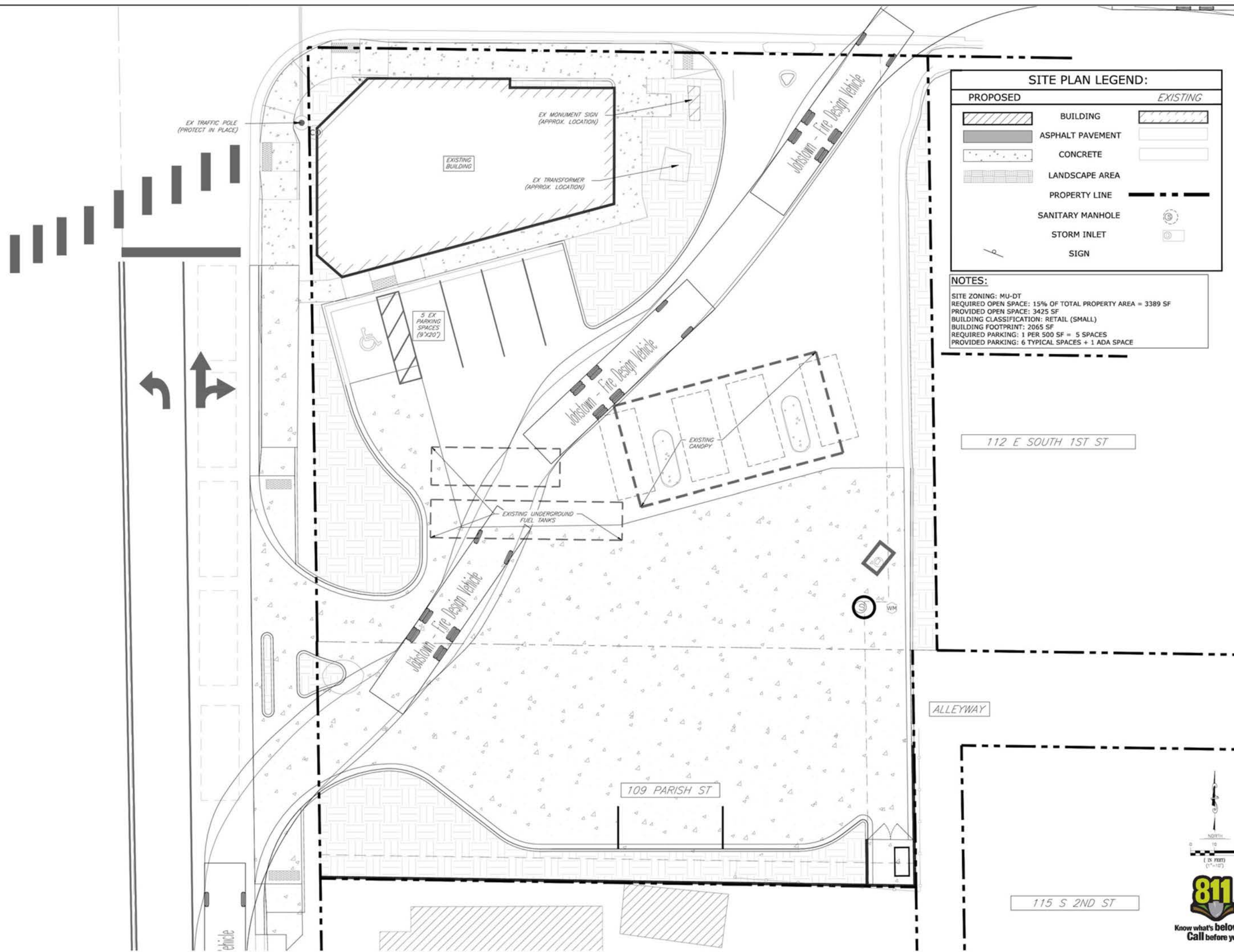
- Demo house and both sheds
- Clear and grub residential lot
- Remove tree with traffic lane closure and traffic reroute plan, use lot as staging to turn tree into mulch
- Install new entrance at Parish (this will move between phases depending on SDP approval timing)

Phase 2 – 2 months

- Close off back area of site and keep old entrance open to maintain site accessibility during construction
- Demo pavement, relocate curb and gutter
- Relocate trash enclosure
- Relocate emergency off switch
- Relocate Tire air machine
- Relocate sewer manhole/ storm

Phase 3 - 3 weeks to 1 month (site closed)

- Close off Parish entrance and demo old and build new
- Demo and build out new parking spaces and rework landscape island
- Build wall and paint mural - Mural will be in progress and will begin once the wall is completed



SITE PLAN LEGEND:		
PROPOSED		EXISTING
	BUILDING	
	ASPHALT PAVEMENT	
	CONCRETE	
	LANDSCAPE AREA	
	PROPERTY LINE	
	SANITARY MANHOLE	
	STORM INLET	
	SIGN	

NOTES:
SITE ZONING: MU-DT
REQUIRED OPEN SPACE: 15% OF TOTAL PROPERTY AREA = 3389 SF
PROVIDED OPEN SPACE: 3425 SF
BUILDING CLASSIFICATION: RETAIL (SMALL)
BUILDING FOOTPRINT: 2065 SF
REQUIRED PARKING: 1 PER 500 SF = 5 SPACES
PROVIDED PARKING: 6 TYPICAL SPACES + 1 ADA SPACE





450 S. Parish Avenue
Johnstown, CO 80534
970-587-4664
JohnstownCO.gov

Town Council Agenda Communication

Agenda Date: June 16, 2025

Subject: Ordinance 2025-272: An Ordinance Amending Section 2-154 of the Johnstown Municipal Code Designating the Deputy Town Manager as Successor to the Town Manager During a Disaster Emergency

Attachments: 1. Ordinance 2025-272

Presented by: Matt LeCerf, Town Manager

Agenda Item Description:

Enclosed for your review and consideration is Ordinance 2025-272. This ordinance amends Section 2-154 of the Johnstown Municipal Code and designates the Deputy Town Manager as the successor to the Town Manager in the event the Town Manager is unable to perform the duties as required by the Code and Home Rule Charter during an emergency. This modification is a result of organizational changes at the Town of Johnstown that were not previously in place when the ordinance identifying the line of succession was established. Looking forward, this modification establishes a line of succession for Staff in the following order:

1. Town Manager
2. Deputy Town Manager
3. Chief of Police
4. Public Works Director

Assume all four (4) of these positions were not able to complete the duties necessary in the response of an emergency, the Mayor would then designate a Town Staff member to perform the duties to manage the emergency.

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

Legal Advice:

The Town Attorney drafted Ordinance 2025-272 as presented.

Financial Advice:

Not Applicable

Recommended Action:

Staff recommends approval of Ordinance 2025-272 on first reading.

Suggested Motions:

For Approval: I move to approve Ordinance No. 2025-272, an ordinance Amending Section 2-154 of the Johnstown Municipal Code on first reading.

For Denial: I move to deny Ordinance No. 2025-272, an ordinance Amending Section 2-154 of the Johnstown Municipal Code on first reading.

Reviewed and Approved for Presentation



Town Manager

TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2025-272

**AN ORDINANCE AMENDING SECTION 2-154 OF THE JOHNSTOWN
MUNICIPAL CODE DESIGNATING THE DEPUTY TOWN MANAGER
AS SUCCESSOR TO THE TOWN MANAGER DURING A DISASTER
EMERGENCY**

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

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

WHEREAS, by Ordinance No. 2020-187, approved on December 21, 2020, the Town Council adopted Article VIII of Chapter 2 of the Johnstown Municipal Code (“Code”) concerning disaster emergency procedures; and

WHEREAS, Section 2-154 contained therein regulates the line of succession during a disaster emergency and provides that, when the Town Manager is not able to perform certain delineated duties, then the duties conferred upon the Town Manager shall be performed by the Chief of Police; and

WHEREAS, when Ordinance No. 2020-187 was approved, the Town did not employ a Deputy Town Manager; and

WHEREAS, given that the Town currently employs a Deputy Town Manager, the Town Manager recommends that Section 2-154 of the Code be amended to reflect that, when the Town Manager is not able to perform certain delineated duties, then the duties conferred upon the Town Manager shall be performed by the Deputy Town Manager; and

WHEREAS, based on the recommendation of the Town Manager, the Town Council desires to amend Section 2-154 of the Code; and

WHEREAS, the Town Council finds, determines and declares that this Ordinance is promulgated under the general police power of the Town and is in the best interests of the Town.

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

Section 1. Subsection 2-154(b) of the Johnstown Municipal Code is hereby amended and shall hereinafter read as follows:

Sec. 2-154. Line of succession.

...

- (b) If the Town Manager is not able to perform the duties set forth in this Article, then the duties conferred upon the Town Manager shall be performed by the Deputy Town Manager. If the Deputy Town Manager is not able to perform the duties set forth in this Article, then the duties conferred upon the Town Manager shall be performed by the Chief of Police. If the Chief of Police is unable to perform the duties set forth in this Article, then the duties conferred upon the Town Manager shall be performed by the Public Works Director. If the Public Works Director is not able to perform the duties set forth in this Article, then the Mayor shall designate a Town staff member to perform the duties.

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

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

INTRODUCED, AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this _____ day of _____, 2025.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Meghan Martinez, Town Clerk

By: _____
Michael P. Duncan, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this _____ day of _____, 2025.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Meghan Martinez, Town Clerk

By: _____
Michael P. Duncan, Mayor



Town of Johnstown

May 2025

Building Permit Statistics

Single Family Residential

Current Month: 41 Issued ytd: 255

Commercial

*New Building Issued ytd 4

Duplex	3-plex	4-plex	5-plex	6-plex	7-plex	Apartment Bldgs
11	0	0	0	0	0	0

Other Residential

(basements/alterations/additions)

Issued ytd 431

Other Commercial

* (tenant finish/alterations/additions)

Issued ytd 51

Fees collected at permit issuance	Residential YTD	Commercial YTD
Construction Valuation	\$96,478,390.40	\$14,744,338.00
Building permit fees	\$691,890.11	\$186,676.13
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	\$1,497,258.00	\$0.00
Water Meter	\$120,331.00	\$0.00
Water Tap	\$1,732,374.00	\$0.00
Sewer Tap	\$2,216,494.00	\$0.00
Regional Sewer Development fees	\$1,056,500.00	\$0.00
Sewer Inspection Fee	\$24,300.00	\$0.00
Park	\$119,500.00	\$0.00
Use Tax	\$1,521,359.36	\$274,693.18
Larimer Use Tax	\$162,640.42	\$14,713.13
Open Space Impact Fee	\$336,722.00	\$0.00
Library Impact Fee	\$323,760.00	\$0.00
Public Facilities Impact Fee	\$448,090.00	\$0.00
Police Facilities Impact Fee	\$203,968.00	\$0.00
Transportation Facilities Impact Fee	\$783,224.00	\$0.00
402 Interchange Fee	\$46,978.00	\$0.00
High Plains Blvd Reimbursement Fee	\$0.00	\$0.00
West Water Fee	\$173,630.00	\$0.00
Reinspection Fee	\$7,950.00	\$200.00
TOTAL FEES (YTD)	\$ 11,464,768.89	\$476,282.44

The Community That Cares

www.TownofJohnstown.com

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

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	255	51
2000	134	11.92				
2001	152	12.67		TOTAL	6849	
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.

The Community That Cares

www.TownofJohnstown.com

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

Statement of Activities - Actual to Budget - Johnstown									
YMCA of Northern Colorado									
	April 2025				YTD 2025				Annual Budget
Account Group Name	Actual	Budget	Actual to Budget \$ Difference	Actual to Budget % Difference	Actual	Budget	Actual to Budget \$ Difference	Actual to Budget % Difference	2025
086904 - Johnstown									
Revenue									
Federated campaigns	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
Special Events	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00
Related Organizations	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00
Government Grants (Contributions)	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00
Contributions	22,283.51	5,875.00	16,408.51	279.29%	57,405.61	18,250.00	39,155.61	214.55%	37,500.00
Noncash Contributions	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00
Program Revenue	97,301.00	91,512.60	5,788.40	6.33%	384,206.79	387,748.15	(3,541.36)	(0.91%)	1,315,986.99
Membership Revenue	136,018.55	134,349.59	1,668.96	1.24%	524,256.54	549,082.36	(24,825.82)	(4.52%)	1,645,002.08
Investment Income	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00
Rental Income	6,640.00	6,000.00	640.00	10.67%	33,172.69	24,000.00	9,172.69	38.22%	72,000.00
Sales of Assets	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00
Gaming	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00
Sales of Inventory	239.80	0.00	239.80	0.00%	1,289.47	0.00	1,289.47	0.00%	0.00
Other Revenue	20.00	837.50	(817.50)	(97.61%)	80.00	3,350.00	(3,270.00)	(97.61%)	10,050.00
Revenue Allocations	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00
Total Revenue	262,502.86	238,574.69	23,928.17	10.03%	1,000,411.10	982,430.51	17,980.59	1.83%	3,080,539.07
Expenses									
Salaries and Wages	125,068.03	127,153.68	(2,085.65)	(1.64%)	493,186.89	510,305.03	(17,118.14)	(3.35%)	1,729,442.71
Benefits	9,634.50	8,407.18	1,227.32	14.60%	40,796.50	33,089.43	7,707.07	23.29%	106,182.23
Payroll Taxes	12,335.60	12,724.42	(388.82)	(3.06%)	50,110.92	52,886.68	(2,775.76)	(5.25%)	167,766.58
Contracted Services	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00
Program Supplies & Expenses	9,988.38	6,216.38	3,772.00	60.68%	32,057.43	19,151.17	12,906.26	67.39%	62,340.05
Occupancy	29,447.93	58,763.06	(29,315.13)	(49.89%)	179,514.73	237,815.01	(58,300.28)	(24.51%)	728,785.40
Special Event Expenses	0.00	0.00	0.00	0.00%	185.38	0.00	185.38	0.00%	0.00
Advertising & Promotion	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00
Fundraising Expenses	0.00	0.00	0.00	0.00%	29.28	0.00	29.28	0.00%	0.00
Office Expenses	3,087.27	446.71	2,640.56	591.11%	9,549.75	2,110.98	7,438.77	352.38%	7,210.05
Technology	0.00	0.00	0.00	0.00%	299.85	0.00	299.85	0.00%	0.00
Travel & Related Expenses	0.00	187.50	(187.50)	(100.00%)	184.88	900.00	(715.12)	(79.46%)	2,400.00
Conferences & Training	170.00	137.51	32.49	23.63%	725.47	550.04	175.43	31.89%	4,150.12
Interest Expense	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00
Organizational Dues	0.00	1,785.00	(1,785.00)	(100.00%)	3,478.86	7,140.00	(3,661.14)	(51.28%)	21,425.00
Insurance	1,093.00	2,620.00	(1,527.00)	(58.28%)	3,713.00	16,885.00	(13,172.00)	(78.01%)	29,988.00
Bad Debt	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00
Miscellaneous Expense	256.08	(136.87)	392.95	287.10%	210.09	1,017.42	(807.33)	(79.35%)	1,840.00
Depreciation	773.72	1,132.19	(358.47)	(31.66%)	3,094.90	4,528.76	(1,433.86)	(31.66%)	13,586.28
Intra Y Allocation	36,268.02	36,268.02	0.00	0.00%	148,322.16	148,322.16	0.00	0.00%	432,081.46
Reserve Contributions	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00
Total Expenses	228,122.53	255,704.78	(27,582.25)	(10.79%)	965,460.09	1,034,701.68	(69,241.59)	(6.69%)	3,307,197.88
Change in Net Assets	34,380.33	(17,130.09)	51,510.42	300.70%	34,951.01	(52,271.17)	87,222.18	166.86%	(226,658.81)
Johnstown Subsidy	0.00	41,666.67	(41,666.67)		79,345.00	166,666.68	(87,321.68)		500,000.04
Change in Net Assets	34,380.33	24,536.58	9,843.75		114,296.01	114,395.51	(99.50)		273,341.23

Statement of Activities - Actual to Budget - Johnstown									
YMCA of Northern Colorado									
	March 2025				YTD 2025				Annual Budget
Account Group Name	Actual	Budget	Actual to Budget \$ Difference	Actual to Budget % Difference	Actual	Budget	Actual to Budget \$ Difference	Actual to Budget % Difference	2025
086904 - Johnstown									
Revenue									
Federated campaigns	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
Special Events	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00
Related Organizations	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00
Government Grants (Contributions)	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00
Contributions	13,137.53	5,875.00	7,262.53	123.62%	35,122.10	12,375.00	22,747.10	183.81%	37,500.00
Noncash Contributions	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00
Program Revenue	99,761.45	99,558.00	203.45	0.20%	286,905.79	296,235.55	(9,329.76)	(3.15%)	1,315,986.99
Membership Revenue	134,477.03	140,201.59	(5,724.56)	(4.08%)	388,237.99	414,732.77	(26,494.78)	(6.39%)	1,645,002.08
Investment Income	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00
Rental Income	11,615.00	6,000.00	5,615.00	93.58%	26,532.69	18,000.00	8,532.69	47.40%	72,000.00
Sales of Assets	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00
Gaming	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00
Sales of Inventory	350.46	0.00	350.46	0.00%	1,049.67	0.00	1,049.67	0.00%	0.00
Other Revenue	20.00	837.50	(817.50)	(97.61%)	60.00	2,512.50	(2,452.50)	(97.61%)	10,050.00
Revenue Allocations	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00
Total Revenue	259,361.47	252,472.09	6,889.38	2.73%	737,908.24	743,855.82	(5,947.58)	(0.80%)	3,080,539.07
Expenses									
Salaries and Wages	124,883.95	129,623.68	(4,739.73)	(3.66%)	368,118.86	383,151.35	(15,032.49)	(3.92%)	1,729,442.71
Benefits	10,073.43	8,407.18	1,666.25	19.82%	31,162.00	24,682.25	6,479.75	26.25%	106,182.23
Payroll Taxes	12,174.08	13,339.66	(1,165.58)	(8.74%)	37,775.32	40,162.26	(2,386.94)	(5.94%)	167,766.58
Contracted Services	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00
Program Supplies & Expenses	8,133.37	4,086.45	4,046.92	99.03%	22,069.05	12,934.79	9,134.26	70.62%	62,340.05
Occupancy	69,091.58	56,610.07	12,481.51	22.05%	150,066.80	179,051.95	(28,985.15)	(16.19%)	728,785.40
Special Event Expenses	0.00	0.00	0.00	0.00%	185.38	0.00	185.38	0.00%	0.00
Advertising & Promotion	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00
Fundraising Expenses	29.28	0.00	29.28	0.00%	29.28	0.00	29.28	0.00%	0.00
Office Expenses	2,450.03	823.64	1,626.39	197.46%	6,462.48	1,664.27	4,798.21	288.31%	7,210.05
Technology	99.95	0.00	99.95	0.00%	299.85	0.00	299.85	0.00%	0.00
Travel & Related Expenses	0.00	187.50	(187.50)	(100.00%)	184.88	712.50	(527.62)	(74.05%)	2,400.00
Conferences & Training	191.20	137.51	53.69	39.04%	555.47	412.53	142.94	34.65%	4,150.12
Interest Expense	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00
Organizational Dues	1,785.00	1,785.00	0.00	0.00%	3,478.86	5,355.00	(1,876.14)	(35.04%)	21,425.00
Insurance	2,620.00	2,620.00	0.00	0.00%	2,620.00	14,265.00	(11,645.00)	(81.63%)	29,988.00
Bad Debt	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00
Miscellaneous Expense	(78.17)	679.53	(757.70)	(111.50%)	(45.99)	1,154.29	(1,200.28)	(103.98%)	1,840.00
Depreciation	56.79	1,132.19	(1,075.40)	(94.98%)	2,321.18	3,396.57	(1,075.39)	(31.66%)	13,586.28
Intra Y Allocation	37,808.99	37,808.99	0.00	0.00%	112,054.14	112,054.14	0.00	0.00%	432,081.46
Reserve Contributions	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00
Total Expenses	269,319.48	257,241.40	12,078.08	4.70%	737,337.56	778,996.90	(41,659.34)	(5.35%)	3,307,197.88
Change in Net Assets	(9,958.01)	(4,769.31)	(5,188.70)	(108.79%)	570.68	(35,141.08)	35,711.76	101.62%	(226,658.81)
Johnstown Subsidy	0.00	41,666.67	(41,666.67)		79,345.00	166,666.68	(87,321.68)		500,000.04
Change in Net Assets	(9,958.01)	36,897.36	(46,855.37)		79,915.68	131,525.60	(51,609.92)		273,341.23



COLORADO
Department of Public
Health & Environment

SENT VIA EMAIL

Matt LeCerf, Town Manager
Town of Johnstown
450 South Parish Avenue
Johnstown, CO 80534
mlecerf@johnstownco.gov

Jun 6, 2025

Subject: Stormwater Program, Permit Requirements

Dear Matt,

This letter is an initial correspondence to inform your agency of the stormwater regulations that will impact your municipality. The Colorado Department of Public Health and Environment's Water Quality Control Division (division) regulates stormwater discharges from municipal separate storm sewer systems, which are commonly called MS4s. The intent of the regulation is to reduce the amount of pollutants entering state surface waters as a result of runoff from residential, commercial and industrial areas, including discharges from storm sewer systems owned by cities, towns, counties, districts, associations, or other public bodies created by or under State law.

An MS4 is defined as a regulated small MS4 if it is located in an urban area with a population of 50,000 or more people as determined by the latest Decennial Census by the Bureau of the Census [Regulation 61.3(2)(f)(v)(A)(I)]. The division performed an initial assessment that identified all or part of your MS4 as being located within an urban area with a population of 50,000 or more people according to the 2020 Census. This communication does not serve as an official designation of your municipality as an MS4 requiring permit coverage. However, if the division confirms that your agency does require permit coverage, the division will send you a second letter officially designating your municipality.

Once designated as a regulated small MS4, you are required to obtain coverage under a Colorado Discharge Permit System (CDPES) permit issued by the State to reduce pollutants in stormwater discharges from your MS4, and you will have 180 days to apply for permit coverage. The division provides coverage for small MS4s under the General Permit for Stormwater Discharges Associated with Small MS4s, number COR090000. The permit will require you to set up a series of programs designed to keep the stormwater in your stormwater collection system clean. This will include activity such as public education,





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inspection of construction sites, requiring permanent stormwater controls in new developments, and detection of illicit discharges to the system.

The division anticipates updating the current general permit soon. Ahead of that renewal, the division plans to host an initial public meeting for potential new MS4s in July 2025. In the meeting, the division will explain the permit process and answer questions. The division also encourages you to participate in the permit renewal stakeholder process beginning later in 2025. Visit the [Small MS4 website](#) for stakeholder information and to sign up to receive notifications about this and other important meetings and events.

The attached fact sheet provides additional information concerning the stormwater program, and why we are contacting your agency, as well as sources for additional information. If you have any additional questions, please contact Mary Welch at (303) 692-3428 or at mary.welch@state.co.us.

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Sincerely,

Christine Forney
Unit 1 Manager
Permits Section
Water Quality Control Division
christine.forney@state.co.us



Larimer County Faces an Immediate Budget Shortfall for Our Roads Starting in 2027



Without additional revenue by 2027 we will have less than a quarter of the total funding we need for road safety, traffic flow, and intersection improvements. We will also lack matching funds that help bring outside grant money to our county.

Our community has a choice — and we're asking for your input. We can either decide not to fund these important road safety and improvement projects or consider alternative funding to sustain them.

Here's what you need to know.

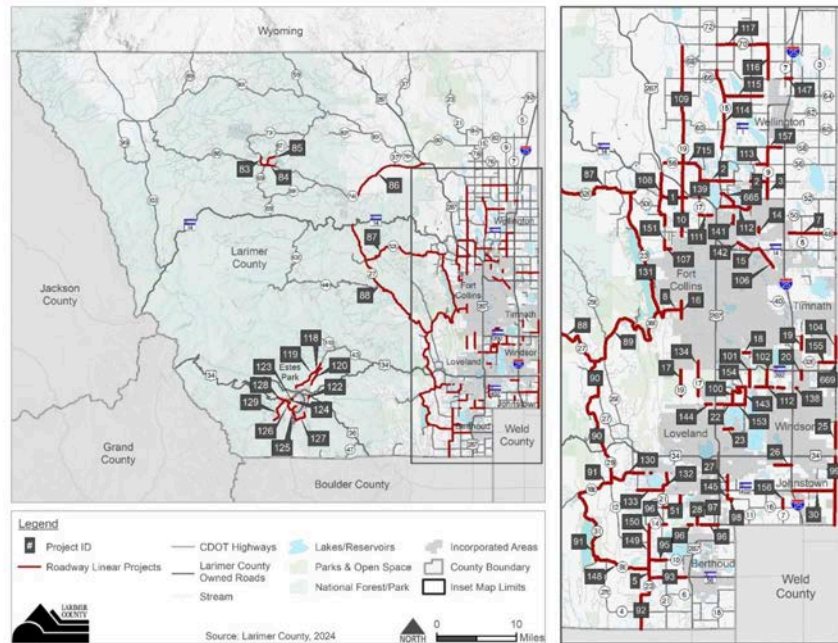


Increased Demand and Rising Costs Have Outpaced Our Revenue Sources

- ▶ Larimer County has a strong history of responsibly and efficiently managing taxpayer's transportation funding dollars
- ▶ Increased traffic and road usage has contributed to a greater need for road safety, maintenance and improvement projects
- ▶ Growing costs for road and bridge construction materials and labor has increased 50% in the past 5 years
- ▶ The County only receives 75 cents per month in property tax on a \$600,000 home for our transportation needs
- ▶ While road maintenance projects have been prioritized, a recent study found over \$650M in unfunded road improvement projects needs over the next 25 years
- ▶ Many of our bridges are over 50 years old and are now failing to meet current travel demands and safety requirements

Residents Expect Safer Roads with Improved Traffic Flow

- ▶ The County has identified more than 500 road safety and improvement projects serving communities such as Ft. Collins, Loveland, and unincorporated Larimer County
- ▶ A full list of these essential county projects is on our website that includes:
 - ♦ Widening congested roadways, such as county sections of Taft Hill, Shields, County Road 5, and Timberline.
 - ♦ Improving roadways that have reached volumes where continued maintenance has or will become increasingly costly and less effective
 - ♦ Safety and mobility improvements at county and highway intersections such as SH 14, US 34, and US 287



Without New Revenue, Budget Cuts Will Directly Impact Needed Transportation Projects

Residents across Larimer County would be impacted and we are asking for your input before any decisions are made.

- ▶ Cutting essential transportation projects would have both immediate and long term impacts on roads and bridges including cuts to safety, traffic mitigation, road improvements, etc.
- ▶ Collecting a new 0.15% sales tax would cost consumers 15 cents on a \$100 purchase (excluding groceries and certain other items)
 - ♦ Estimated to raise about \$15 million annually
 - ♦ Investing in improvements now saves on annual maintenance costs over time
 - ♦ This covers our immediate and priority needs through the next 25 years (2050)

**Data contained in this document based on 2025 draft Larimer County Transportation Plan*

We Want To Hear From You!

Your input will help guide Larimer County's path forward. We are committed to providing safe roads and efficient mobility for our residents.

Stay informed and share your thoughts

by visiting www.investinlarimer.co

or attending one of our upcoming community meetings.

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