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

Town Council Regular Meeting

450 S. Parish, Johnstown, CO

Monday, July 21, 2025 at 7:00PM

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

Agenda

Call to Order

Pledge of Allegiance

Agenda Approval

Special Presentations

1. 2024 Financial Audit Presentation

Public Comment

Members of the audience are invited to speak at the Council meeting. Public Comment is reserved for citizen comments on items not contained in the Public Hearing portion of the agenda. Citizen comments are limited to five (5) minutes per speaker. When several people wish to speak in the same position on a given item, they are requested to select a spokesperson to state that position.

Consent Agenda

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

2. Resolution 2025-18 Approving Declaring the Intent of the Town of Johnstown, Colorado to Issue Revenue Bonds in Connection with Financing Residential Facilities for Low- & Middle- Income

3. Metro Denver Economic Development Corporation (MDEDC) Code of Ethics Agreement

4. June 2025 Financial Statements

5. July 7, 2025 Town Council Meeting Minutes

Town Manager's Report

Old Business

New Business

Public Hearing

6. Consideration of a New Hotel and Restaurant License with Optional Premise for Bella Ridge Golf, LLC

7. Consideration of a New Beer and Wine License for TA Operating dba Black Bear Diner

Council Reports and Comments

Mayor's Comments

Informational Items

8. Informational Items

Executive Session

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

Town of Johnstown, Colorado

Financial Statements
with Independent Auditor's Report

December 31, 2024

HINKLE & COMPANY PC
Strategic Business Advisors

Town of Johnstown, Colorado

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HINKLE & COMPANY PC
Strategic Business Advisors

Independent Auditor's Report

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

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, the business-type activities, and each major fund of the Town of Johnstown, Colorado (the Town), as of and for the year ended December 31, 2024, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, and each major fund of the Town, as of December 31, 2024, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

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

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for one year after the date that the financial statements are issued.

Office Locations:
Colorado Springs, CO
Denver, CO
Frisco, CO
Tulsa, OK

Denver Office:
750 W. Hampden Avenue,
Suite 400
Englewood,
Colorado 80110
TEL: 303.796.1000
FAX: 303.796.1001
www.HinkleCPAs.com

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

In performing an audit in accordance with GAAS, we:

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

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

Required Supplementary Information

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

Other Information

Management is responsible for the other information included in the Supplementary Information and the local highway finance report, as listed in the table of contents. The other information comprises the Supplementary Information and the local highway finance report but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Hinkle & Company, PC

Englewood, Colorado
July 17, 2025

Management's Discussion and Analysis

This section of the Town of Johnstown's annual financial report offers readers a discussion and analysis of the Town's financial performance during the year ended December 31, 2024. We encourage readers to consider the information presented here in conjunction with additional information furnished in the Town's financial statements, which immediately follow this section.

Financial Highlights

- Assets and deferred outflow of resources for the Town exceeded liabilities and deferred inflow of resources by $535.3 million, an increase of $90.1 million, or 20.2 percent.

- As of December 31, 2024, net position for governmental activities was $232.1 million, up $51.2 million or 28.3 percent from December 31, 2023. Business type activities reported a net position of $303.2 million, up $38.9 million or 14.7 percent in the same time frame.

- General revenues account for $64.1 million or 51.3 percent of all revenues. The Town had $60.8 million in program specific revenues in the form of charges for services, operating grants and contributions, and capital contributions.

- The Town had $24.3 million in expenses related to governmental activities, of which $14.9 million was offset by program specific charges for services and operating grants, contributions. Taxes of $50.4 million and other general revenues of $7.5 million as shown in the Statement of Activities offset the costs.

- The Town had water, sewer, and drainage charges for service income totaling $19.4 million. Grants and capital contributions revenues for these funds totaled $26.5 million. The cost of providing water, sewer, and drainage services totaled $12.1. million.

- The Town's unassigned fund balance for the General Fund is $87,897,719, the committed fund balance is $500,000, and the restricted fund balance is $1,525,000. The committed fund balance is intended to fund the operation of the Recreation Center through a contractual Facility Management Agreement. The unassigned portion of the Town's fund balance is available to meet the Town's reserve requirements and future spending at the Town's discretion.

- Outlays for capital assets were primarily related to infrastructure, land, and equipment, but also included water rights and buildings. See the Capital Assets Section of the Financial Statements for detail.

- The Town's governmental funds outstanding liabilities are normal accounts payable and accrued liabilities totaling $3,517,627, accrued compensated absences totaling $289,022, and developer escrows totaling $3,286,587 at December 31, 2024.

- The Town's business-type funds include outstanding liabilities of normal accounts payable and accrued liabilities totaling $12,425,366, accrued interest totaling $428,804, deposits and payables to other funds totaling $264,932, leases payable totaling $2,908, and accrued compensated absences totaling $107,215 at December 31, 2024. Liabilities also include the current and long-term portions of bond issuance debt totaling $2,355,000 and $122,918,815, respectively, at December 31, 2024.

Overview of the Financial Statements

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

Government-Wide Financial Statements

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

There are two government-wide financial statements:

> **Statement of net position –** This statement presents information on all the Town's assets, liabilities, deferred inflows and deferred outflows, with the difference between them being reported as net position. Over time, the increases or decreases in net position may serve as a useful indicator of whether the financial position of the Town is improving or deteriorating.
>
> **Statement of activities** – This statement presents information showing how the Town of Johnstown's net position changed during 2024. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows*. Thus, revenues and expenses reported in this statement for some items will result in cash flows in future periods (e.g., uncollected taxes and earned but unused personal time).

The government-wide financial statements reflect three distinct activities:

> **Governmental Activities** – These activities are primarily supported by taxes and intergovernmental revenues. The Governmental Activities of the Town of Johnstown include general government, public safety (police), public works, community development, cemetery, and parks and recreation.
>
> **Business-type Activities -** These activities are supported by user fees and service charges which are intended to fully recover all costs. The Business-type Activities of the Town of Johnstown include Water, Wastewater, and Drainage. Governmental activities and business-type activities combined comprise the primary government.
>
> **Component Units** – The Town currently does not have any organizations that are legally separate and are reported separately from the primary government.

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

Fund Financial Statements

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

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

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

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

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

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

Proprietary fund statements begin on page 6 of this report.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the Town and fund financial statements. The notes can be found on pages 13 to 34 of this report.

Other Information

In addition to the basic financial statements and accompanying notes, this report also presents certain other supplementary information. This includes the required supplemental data required for non-major fund information and budgetary comparison schedules. The budgetary comparisons are included on pages 35 to 47 of this report.

Financial Analysis of the Town as a Whole

As noted above, net position may serve over time as a useful indicator of the Town's financial position. For the year ending December 31, 2024, the Town's combined assets exceeded liabilities and deferred inflows of resources by $535,298,290.

TOWN OF JOHNSTOWN, COLORADO
CONDENSED STATEMENT OF NET POSITION
2024/2023

	Governmental Activities		Business-Type Activities		Total	
	2023	2024	2023	2024	2023	2024
Assets						
Current Assets	137,476,555	174,995,952	95,316,826	152,900,948	232,793,381	327,896,900
Capital Assets - Net	67,156,303	78,957,499	232,358,128	288,621,966	299,514,431	367,579,465
Total Assets	204,632,858	253,953,451	327,674,954	441,522,914	532,307,812	695,476,365
Deferred Outflow of Resources						
Related to Pensions	724,694	476,792	-	-	724,694	476,792
Liabilities						
Current Liabilities	5,816,486	7,020,729	8,261,856	15,313,296	14,078,342	22,334,025
Long-Term Liabilities	357,858	289,022	55,143,432	123,028,938	55,501,290	123,317,960
Total Liabilities	6,174,344	7,309,751	63,405,288	138,342,234	69,579,632	145,651,985
Deferred Inflows of Resources						
Related to Pensions	65,149	321,774	-	-	65,149	321,774
Deferred Revenues	558,404	-	-	-	558,404	-
Deferred Property Tax Revenue	17,647,812	14,681,108	-	-	17,647,812	14,681,108
Net Position						
Net Investment in Capital Assets	67,156,303	78,957,499	232,358,128	163,345,243	299,514,434	242,302,742
Restricted	1,525,000	1,525,000	-	-	1,525,000	1,525,000
Unrestricted	112,230,540	151,617,811	31,911,538	139,835,437	144,142,078	291,453,248
Total Net Position at December 31	180,911,843	232,117,610	264,269,666	303,180,680	445,181,509	535,298,290

A portion of the Town of Johnstown's net position (68.7%) reflects its investment in capital assets (e.g., land, buildings, etc.), less any related debt still outstanding (current and long-term), that was used to acquire those assets. The Town uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the Town's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

The restricted portion of net position (.28%) represents resources that are subject to external restrictions on how they may be used. The remaining balance of net position ($291,470,548) is unrestricted and may be used to meet the Town's ongoing obligations to citizens and creditors.

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

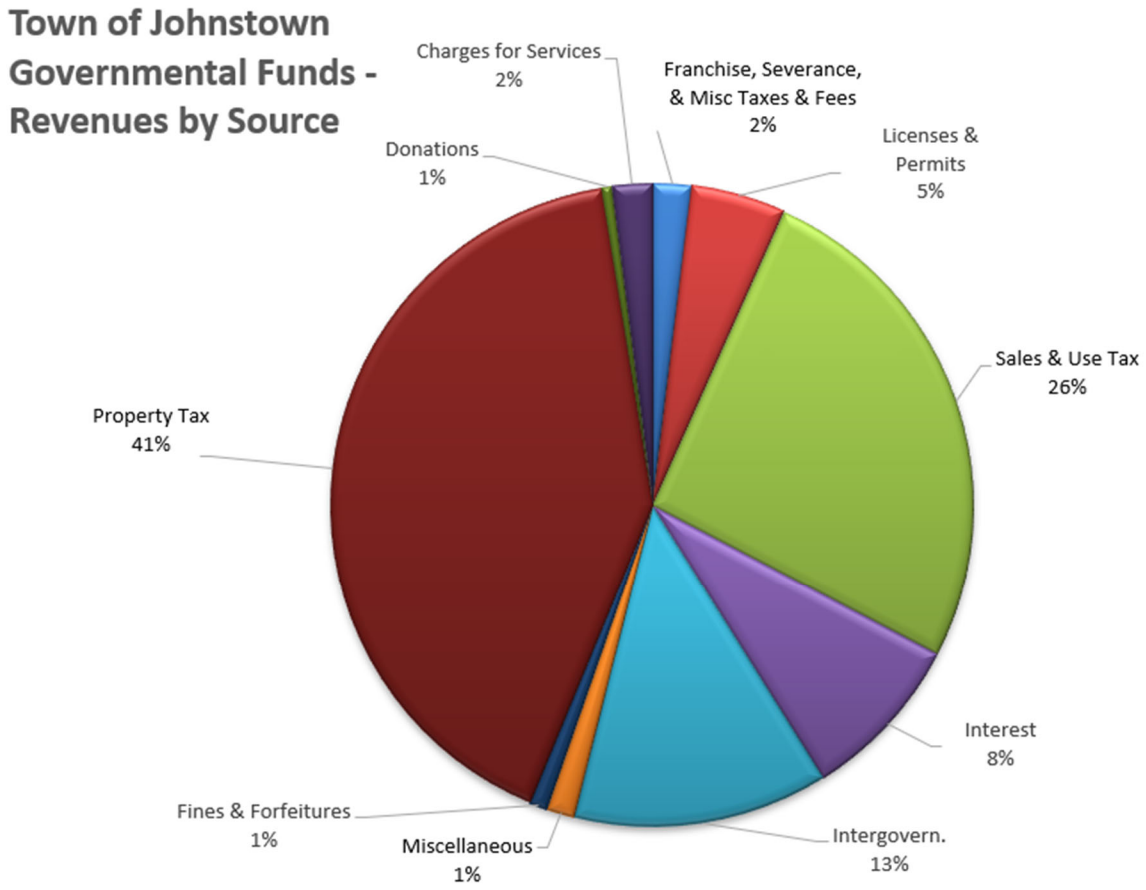
TOWN OF JOHNSTOWN, COLORADO
CONDENSED STATEMENT OF ACTIVITIES
2024/2023

Revenues	Governmental Activities		Business-Type Activities		Total	
Program Revenues	2023	2024	2023	2024	2023	2024
Charges for Services	9,917,976	5,615,544	11,533,825	19,383,453	21,451,801	24,998,997
Operating Grants and Contributions	1,905,986	8,427,375	-	568,456	1,905,986	8,995,831
Capital Grants and Contributions	2,165,624	901,722	36,684,667	25,912,951	38,850,291	26,814,673
General Revenues						
Property Taxes	9,544,634	30,083,454	-	-	9,544,634	30,083,454
Sales and Use Taxes	23,192,073	18,902,829	-	-	23,192,073	18,902,829
Franchise Taxes	643,539	839,587	-	-	643,539	839,587
Other Taxes	913,719	581,089	-	-	913,719	581,089
Interest	5,257,688	6,144,282	4,750,948	5,786,571	10,008,636	11,930,853
Other Revenues	1,046,135	1,385,721	-	404,542	1,046,135	1,790,263
Loss on Disposal of Assets	-	-	-	-	-	-
Total Revenues	54,587,374	72,881,603	52,969,440	52,055,973	107,556,814	124,937,576
Expenses						
General Government	3,089,890	7,276,921	-	-	3,089,890	7,276,921
Public Safety	3,669,342	5,416,815	-	-	3,669,342	5,416,815
Public Works	9,473,458	8,585,779	-	-	9,473,458	8,585,779
Health and Welfare	-	-	-	-	-	-
Culture and Recreation	2,499,719	3,053,429	-	-	2,499,719	3,053,429
Water	-	-	4,544,672	6,145,653	4,544,672	6,145,653
Sewer	-	-	2,641,616	3,210,345	2,641,616	3,210,345
Drainage	-	-	374,457	399,423	374,457	399,423
Interest on Long-Term Debt	-	-	1,953,150	2,326,592	1,953,150	2,326,592
Total Expenses	18,732,409	24,332,944	9,513,895	12,082,013	28,246,304	36,414,957
Excess (deficiency) before transfers						
Transfers	(48,550,000)	2,639,808	48,550,000	(2,639,808)	$ -	$ -
Prior Period Adjustment	17,300	-	1,576,862	-	1,594,162	-
Change in Net Position	(12,695,035)	51,188,467	92,005,545	37,334,152	79,310,510	88,522,619
NET POSITION, Beginning	193,606,878	180,929,143	172,264,121	265,846,528	365,870,999	446,775,671
NET POSITION, Ending	180,929,143	232,117,610	265,846,528	303,180,680	446,775,671	535,298,290

Financial Analysis of the Town's Funds

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

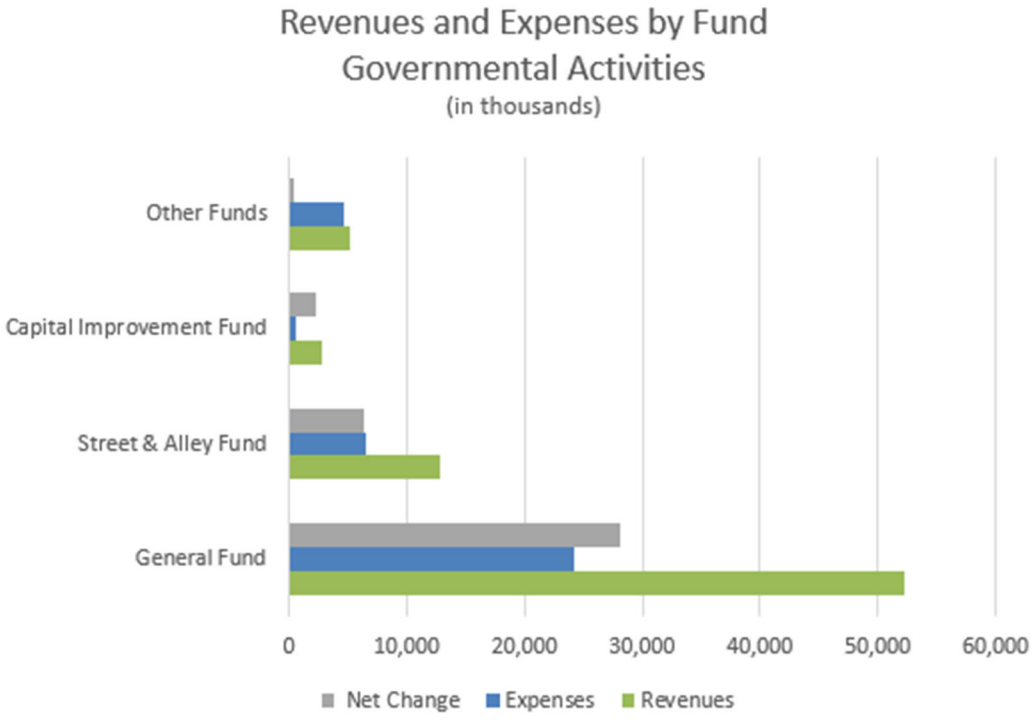
As of the end of the current fiscal year, the Town's governmental funds reported a combined ending fund balance of $153,294,115, an increase of $39,713,284. Overall revenue increased $18.3 million or 33.5%. Areas of substantial change included an increase in program revenues of $955 thousand, an increase in taxes and fees of $16.1 million, and an increase in interest income of $886.5 thousand. The General Fund revenue increases are primarily the result of an economy that continued to grow and the resulting sales tax collections and interest rates.



Expenditures for the governmental funds for the current year increased by $5,600,535 or 29.9%. Expenses for general government activities increased $4,187,031, while expenditures for public works decreased $887,679. In 2024, the General Fund recognized capital outlay expenditures of $10,389,282 in land purchases and completion of the police building expansion, and the Street and Alley Fund recognized capital outlay expenditures of $6,473,305 in road and paving projects.

The statement of net position reports a combined net position for governmental activities of $232,117,610, an increase of $51,205,767. The increase is primarily attributed to an increase in cash resulting from an increase in property tax revenues.

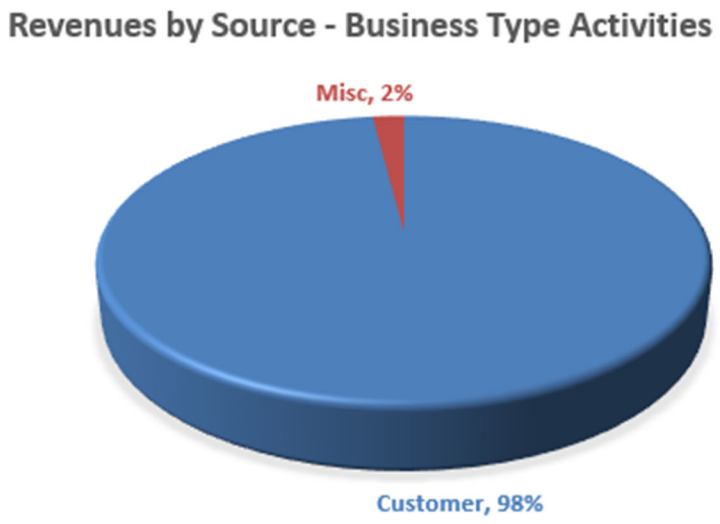
The graph below provides the program revenue and expenses (excluding transfers) for each governmental activity as well as providing net change.



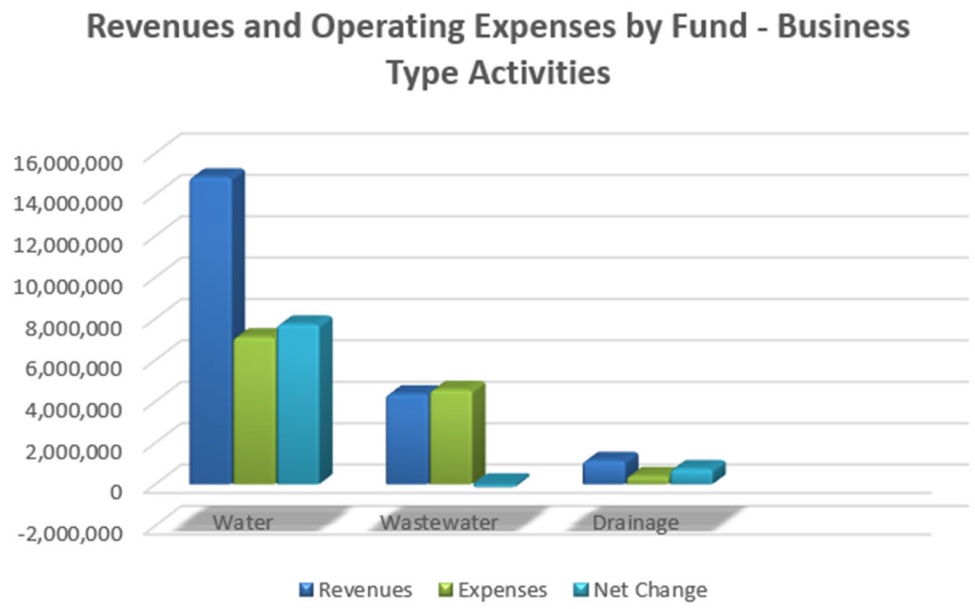
Business-type Activities. Net position of business-type activities increased by $38,911,014, primarily due to an increase in cash and capital assets in all business-type funds. The Water Fund increased $27,319,937, the Wastewater Fund increased $10,534,112, and the Drainage Fund increased $1,056,965. This net position is dedicated solely to finance the continuing operations of the water, wastewater, and drainage operations.

Revenues for the Town's business-type activities, were $52,055,973, a 1.7 percent decrease compared to the previous year. The decrease in revenues is attributed to a decrease in capital grants. Charges for services for business-type activities increased $7,849,628. Operating expenses increased $4,894,710 across all business-type funds. Water operation costs increased $2,570,780 in 2024 primarily due to increases in materials costs and the costs associated with the GAC system. Wastewater operations increased $1,925,522 due to increased utility and chemical costs as well as increased depreciation costs. Drainage Fund operating expenses increased $24,966 primarily due to depreciation costs.

As displayed in the following graph, the primary source of revenue for business-type activities is customer charges.



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



General Fund Budgetary Highlights

The General Fund is the chief operating fund of the Town. It accounts for all of the general services provided by the Town. In 2024, total fund balance increased by $27,535,537. The increase was primarily due to increased property tax revenues and investment earnings. The unassigned fund balance of the General Fund at the end of 2024 totaled $88,147,719 while the total fund balance totaled $90,013,997. As a measure of the General Fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to General Fund expenditures. For 2024, unassigned fund balance represents approximately 3.64 times the total General Fund expenditures, while total fund balance represents 3.72 times that same amount. While the General Fund has a healthy fund balance, the Town has several large capital projects that are currently in the design and/or construction phase, which will decrease the fund balance significantly in 2025. Preliminary estimates of the design and construction projects are estimated to move the unassigned fund balance from 3.64 times to 1.00 times the total General Fund expenditures by 2025.

The Town budgeted for General Fund expenditures of $22,814,863 for the year ended December 31, 2024 and actual expenditures were $24,190,159. Expenditures were $1,375,296 higher than budgeted as a result of a budget amendment to include several purchases of land. Revenues, excluding transfers, for 2024 were budgeted at $35,135,710 and actual revenues were $52,261,038. Revenues from property taxes, sales taxes, use taxes, permitting for new construction, and grants were much stronger than anticipated.

Capital Assets and Debt Administration

Capital Assets

By the end of 2024, the Town had invested $242,302,742 (net of accumulated depreciation), in a broad range of capital assets, including land, buildings, site improvements, infrastructure, vehicles and other equipment. This amount represents a net decrease of $57,211,692 or -19.1 percent from 2023. Additional information on the Town's capital assets can be found in Note 4 of the financial statements. Total accumulated depreciation was $14,152,854 in the governmental activities and $14,176,957 in the business-type activities. There have been no significant changes in the condition level of the Town's capital assets.

Long-Term Debt

The Town's governmental funds have accrued compensated absences totaling $289,022 at December 31, 2024.

The Town's business-type funds have long term debt totaling $125,383,938 consisting of Series 2021 Sewer Revenue Bonds and Series 2024 Water Revenue Bonds, with premiums totaling $53,157,143 and $72,116,672, respectively, lease liability of $2,908, and accrued compensated absences of $107,215 at December 31, 2024.

Additional information on the Town's long-term debt can be found in Note 5 of the financial statements.

Fiduciary Fund Activities

Cemetery Perpetual Fund

The fund received $21,560 in lot sales and investment revenues and recognized no expenditures. The fund balance at December 31, 2024, is $207,772.

Economic Factors and Next Year's Budgets and Rates

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

The following factors were considered when adopting the budget for 2025:

- The Town has forecast most revenues as relatively steady from 2024 through 2025. Revenues from property taxes are expected to remain relatively the same in 2025 as in 2024 due to 2025 being a non-valuation year. Revenues from sales taxes are projected to increase as a result of consistent residential and commercial growth. Building permit revenues are expected to increase as there are several new residential and commercial developments in the planning stages.

- The Town has conservatively forecast new growth and the mill levy for property tax revenues has been set at 23.947 for 2025, which includes 1.8 mills levied on behalf of the Library Fund and an additional 1.5 mills which the Town has contractually committed to the Library Fund.

- Expenditures in the General Fund are expected to be $85,001,114, which includes $58,368,124 in transfers out to Special Revenue Funds and Proprietary Funds.

- Capital projects planned for 2025 include Sandra Drive drainage improvements, replacement police vehicles, Senior Center design, final design and construction of the Development Services building, network boring, and Public Works equipment.

- The Town's business-type activities are expected to have revenues that increase in 2025. A water and sewer rate study was completed by a third-party contractor in 2023, which facilitated the approval of new rates by the Town Council, with annual increases, to begin in 2024. This will provide assurance for stable funding for both operations and capital projects.

Contacting the Town's Financial Management

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

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

Basic Financial Statements

Town of Johnstown, Colorado

Statement of Net Position

December 31, 2024

	Primary Government			
	Governmental Activities	Business-Type Activities	Totals 2024	Totals 2023
Assets				
Cash and Cash Equivalents	$ 151,967,050	$ 151,952,561	$ 303,919,611	$ 206,914,992
Restricted Cash and Cash Equivalents	2,296,006	-	2,296,006	2,623,544
Accounts Receivable, *Net*	5,500,524	1,095,983	6,596,507	4,874,059
Note Receivable	296,104	-	296,104	308,080
Property Tax Receivable	14,681,108	-	14,681,108	17,647,812
Due from Other Funds	160,804	(160,804)	-	160,804
Prepaid Expenses	94,356	13,208	107,564	269,091
Net Pension Asset	-	-	-	-
Capital Assets,				
Not Being Depreciated	27,789,140	238,100,771	265,889,911	216,158,925
Being Depreciated, Net	50,888,926	50,521,195	101,410,121	83,350,504
Total Assets	253,674,018	441,522,914	695,196,932	532,307,811
Deferred Outflow of Resources				
Pensions	476,792	-	476,792	724,694
Liabilities				
Accounts Payable	3,403,993	12,357,335	15,761,328	9,831,208
Accrued Salaries and Benefits	330,149	68,031	398,180	446,156
Accrued Interest Payable	-	428,804	428,804	162,763
Developer Escrow	3,286,587	-	3,286,587	3,399,495
Deposits	-	2,104	2,104	-
Customer Deposits	-	102,022	102,022	91,587
Net Pension Liability	-	-	-	109,678
Noncurrent Liabilities				
Due Within One Year	-	2,355,000	2,355,000	465,292
Due in More Than One Year	289,022	123,028,938	123,317,960	55,073,452
Total Liabilities	7,309,751	138,342,234	145,651,985	69,579,631
Deferred Inflows of Resources				
Deferred Property Taxes	14,681,108	-	14,681,108	18,206,216
Pensions	321,774	-	321,774	65,149
Total Deferred Inflows of Resources	15,002,882	-	15,002,882	18,271,365
Net Position				
Net Investment in Capital Assets	78,678,066	163,345,243	242,023,309	299,514,430
Restricted for Emergencies	1,525,000	-	1,525,000	1,525,000
Unrestricted	151,635,111	139,835,437	291,470,548	144,142,079
Total Net Position	$ 231,838,177	$ 303,180,680	$ 535,018,857	$ 445,181,509

See Notes to the Financial Statements.

Town of Johnstown, Colorado
Statement of Activities
For the Year Ended December 31, 2024

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expense) Revenue and Change in Net Position, Primary Government: Governmental Activities	Business-Type Activities	2024	2023
Primary Government								
Governmental Activities								
General Government	$ 7,287,194	$ 3,566,342	$ 1,775,324	$ 452,141	$ (1,493,387)	$ -	$ (1,493,387)	$ 729,062
Public Safety	5,416,815	425,257	596,502	-	(4,395,056)	-	(4,395,056)	(2,776,884)
Public Works	8,592,372	1,159,271	2,341,259	339,308	(4,752,534)	-	(4,752,534)	(4,094,353)
Culture and Recreation	3,053,429	464,674	3,714,290	110,273	1,235,808	-	1,235,808	1,399,352
Total Governmental Activities	24,349,810	5,615,544	8,427,375	901,722	(9,405,169)	-	(9,405,169)	(4,742,823)
Business-Type Activities								
Water	7,115,452	14,455,953	-	16,350,303	-	23,690,804	23,690,804	34,232,246
Wastewater	4,567,138	4,349,163	-	9,398,441	-	9,180,466	9,180,466	6,111,390
Drainage	399,423	578,337	568,456	164,207	-	911,577	911,577	314,111
								(1,953,150)
Total Business-Type Activities	12,082,013	19,383,453	568,456	25,912,951	-	33,782,847	33,782,847	38,704,597
Total Primary Government	$ 36,431,823	$ 24,998,997	$ 8,995,831	$ 26,814,673	(9,405,169)	33,782,847	24,377,678	33,961,774
General Revenues								
Taxes								
Sales and Use Taxes					18,902,829	-	18,902,829	23,192,073
Property Taxes					30,083,454	-	30,083,454	9,544,634
Franchise Taxes					839,587	-	839,587	643,539
Other Taxes					587,682	-	587,682	913,719
Investment Income					6,144,282	5,786,571	11,930,853	10,008,636
Contributions not restricted					385,687	-	385,687	4,012
Miscellaneous					730,874	404,542	1,135,416	1,042,123
Transfers					2,639,808	(2,639,808)	-	-
Total General Revenues and Transfers					60,314,203	3,551,305	63,865,508	45,348,736
Change in Net Position					50,909,034	37,334,152	88,243,186	79,310,510
Net Position, *Beginning of Year*					180,911,843	##########	445,181,509	365,870,999
Restatement					17,300	1,576,862	1,594,162	-
Net Position, *Beginning of Year*					180,929,143	265,846,528	446,775,671	365,870,999
Net Position, *End of Year*					$ 231,838,177	$ ##########	$ 535,018,857	$ 445,181,509

See Notes to the Financial Statements.

Town of Johnstown, Colorado
Balance Sheet
Governmental Funds
December 31, 2024

	General	Street and Alley	Capital Improvement	Nonmajor Funds	Totals 2024	Totals 2023
Assets						
Cash and Cash Equivalents	$ 87,819,224	$ 27,365,803	$ 13,549,008	$ 23,207,475	$ 151,941,510	$ 112,265,563
Restricted Cash and Cash Equivalents	2,296,006	-	-	25,540	2,321,546	2,623,544
Accounts Receivable, *Net*	3,656,290	1,019,924	657,829	166,481	5,500,524	4,209,554
Due from Other Funds	153,860	-	3,789	3,155	160,804	160,804
Notes Receivable	296,104	-	-	-	296,104	308,080
Property Tax Receivable	14,681,108	-	-	-	14,681,108	17,647,812
Prepaid Expenses	91,278	2,052	-	1,026	94,356	261,198
Total Assets	$ 108,993,870	$ 28,387,779	$ 14,210,626	$ 23,403,677	$ 174,995,952	$ 137,476,555
Liabilities						
Accounts Payable	$ 1,984,438	$ 852,064	$ 351,680	$ 189,066	$ 3,377,248	$ 1,917,295
Accrued Liabilities	105,455	3,763	26,745	4,416	140,379	264,498
Accrued Salaries	172,448	16,635	-	27,432	216,515	125,520
Developer Escrows	2,036,424	554,955	695,208	-	3,286,587	3,399,495
Total Liabilities	4,298,765	1,427,417	1,073,633	220,914	7,020,729	5,706,808
Deferred Inflows of Resources						
Property Taxes	14,681,108	-	-	-	14,681,108	18,206,216
Fund Balance						
Unspendable	91,278	2,052	-	1,026	94,356	261,198
Restricted for:						
Emergencies	1,525,000	-	-	-	1,525,000	1,525,000
Culture and Recreation	-	-	-	13,997,553	13,997,553	10,610,421
Parks & Recreation	-	-	-	8,976,412	8,976,412	8,518,399
Capital Improvements	-	26,958,310	13,121,404	-	40,079,714	31,552,045
Cemetery Maintenance	-	-	-	207,772	207,772	186,210
Committed:						
Recreation Center	500,000	-	-	-	500,000	250,000
Unrestricted, Unassigned	87,897,719	-	15,589	-	87,913,308	60,660,258
Total Fund Balance	90,013,997	26,960,362	13,136,993	23,182,763	153,294,115	113,563,531
Total Liabilities, Deferred Inflows of Resources, and Fund Balance	$ 108,993,870	$ 28,387,779	$ 14,210,626	$ 23,403,677	$ 174,995,952	$ 137,476,555

See Notes to the Financial Statements.

Town of Johnstown, Colorado

Reconciliation of the Balance Sheet of the Governmental Funds
to the Statement of Net Position
December 31, 2024

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

Total Fund Balance of Governmental Funds	$ 153,294,115
Capital assets used in governmental activities are not current financial resources and, therefore, are not reported in governmental funds.	78,678,066
Long-term liabilities and related items are not due and payable in the current year and, therefore, are not reported in governmental funds.	
Pension Liability (Asset)	-
Deferred Outflows - Pensions	476,792
Deferred Inflows - Pensions	(321,774)
Accrued Compensated Absences	(289,022)
Total Net Position of Governmental Activities	$ 231,838,177

See Notes to the Financial Statements.

Town of Johnstown, Colorado

Statement of Revenues, Expenditures and Changes in Fund Balance
Governmental Funds
For the Year Ended December 31, 2024

	General	Street and Alley	Capital Improvements	Nonmajor Funds	Totals 2024	Totals 2023
Revenues						
Taxes	$ 40,368,536	$ 8,129,650	$ 1,915,366	$ -	$ 50,413,552	$ 41,187,027
Licenses and Permits	2,919,275	185,143	-	382,737	3,487,155	1,968,577
Intergovernmental	2,803,512	2,680,567	-	3,845,018	9,329,097	4,071,610
Charges for Services	272,177	1,093,053	-	83,202	1,448,432	1,085,914
Fines and Forfeitures	679,957	-	-	-	679,957	280,799
Investment Income	3,848,341	660,982	863,044	771,915	6,144,282	5,257,688
Donations	378,487	120		7,200	385,807	4,012
Miscellaneous	990,753	-	-	15,615	1,006,368	731,747
Total Revenues	52,261,038	12,749,515	2,778,410	5,105,687	72,894,650	54,587,374
Expenditures						
Current						
General Government	5,880,174	-	-	-	5,880,174	2,747,956
Public Safety	5,055,473	-	-	-	5,055,473	4,283,764
Public Works	2,502,589	1,470,169	6,593	-	3,979,351	3,978,324
Culture and Recreation	362,641	-	-	2,425,470	2,788,111	2,486,198
Capital Outlay	10,389,282	5,003,136	537,026	2,188,621	18,118,065	14,271,263
Total Expenditures	24,190,159	6,473,305	543,619	4,614,091	35,821,174	27,767,505
Excess Revenues Over (Under) Expenditures	28,070,879	6,276,210	2,234,791	491,596	37,073,476	26,819,869
Other Financing Sources (Uses)						
Transfers (In)	2,499,808	-	-	3,375,150	5,874,958	2,797,080
Transfers (Out)	(3,035,150)	-	(200,000)	-	(3,235,150)	(51,347,080)
Other Financing Sources (Uses)	(535,342)	-	(200,000)	3,375,150	2,639,808	(48,550,000)
Net Change in Fund Balance	27,535,537	6,276,210	2,034,791	3,866,746	39,713,284	(21,730,131)
Net Position, *Beginning of Year As Previously Stated*	62,476,749	20,684,152	11,086,613	19,316,017	113,563,531	135,293,662
Restatement	(1,711)	-	(15,589)	-	(17,300)	-
Fund Balance, *Beginning of Year*	62,478,460	20,684,152	11,102,202	19,316,017	113,580,831	135,293,662
Fund Balance, *End of Year*	$ 90,013,997	$ 26,960,362	$ 13,136,993	$ 23,182,763	$ 153,294,115	$ 113,563,531

See Notes to the Financial Statements.

Town of Johnstown, Colorado

Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balance of Governmental Funds to the Statement of Activities
For the Year Ended December 31, 2024

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

Net Change in Fund Balance of Governmental Funds	$	39,713,284
Capital outlays to purchase or construct capital assets are reported in governmental funds as expenditures. However, for governmental activities those costs are capitalized in the statement of net position and are allocated over their estimated useful lives as annual depreciation expense in the statement of activities.		
Capital Outlays		13,802,637
Depreciation Expense		(2,005,260)
Disposals		(275,614)
Repayments of long-term liabilities are expenditures in governmental funds, but they reduce long-term liabilities in the statement of net position and do not affect the statement of activities.		
Change in Pension Liability		109,678
Change in Deferred Outflows - Pensions		(247,903)
Change in Deferred Inflows - Pensions		(256,624)
Change in Accrued Compensated Absences		68,836
Change in Net Position of Governmental Activities	$	50,909,034

See Notes to the Financial Statements.

Town of Johnstown, Colorado

Statement of Net Position
Proprietary Funds
December 31, 2024

	Water Fund	Wastewater Fund	Drainage Fund	Totals 2024	Totals 2023
Assets					
Current Assets					
Cash and Cash Equivalents	$ 98,930,708	$ 48,113,505	$ 4,908,348	$ 151,952,561	$ 94,649,429
Accounts Receivable, Net	593,134	414,292	88,559	1,095,985	659,504
Prepaid Expenses	3,078	8,078	2,052	13,208	7,893
Total Current Assets	99,526,920	48,535,875	4,998,959	153,061,754	95,316,826
Noncurrent Assets					
Capital Assets, *Not Being Depreciated*	156,483,605	80,957,786	659,380	238,100,771	197,009,111
Capital Assets, *Net of Accumulated Depreciation*	25,802,635	23,450,864	1,267,696	50,521,195	35,349,016
Total Noncurrent Assets	182,286,240	104,408,650	1,927,076	288,621,966	232,358,127
Total Assets	281,813,160	152,944,525	6,926,035	441,683,720	327,674,953
Liabilities					
Current Liabilities					
Accounts Payable	7,493,264	4,782,008	82,063	12,357,335	7,753,107
Accrued Liabilities	32,272	29,366	6,393	68,031	56,138
Accrued Interest	269,417	159,387	-	428,804	162,763
Due to Other Funds	23,125	108,674	29,007	160,806	160,806
Deposits	89,221	14,905	-	104,126	91,587
Current Portion of Long-term Debt	1,455,000	900,000	-	2,355,000	855,000
Total Current Liabilities	9,362,299	5,994,340	117,463	15,474,102	9,079,401
Noncurrent Liabilities					
Accrued Compensated Absences	46,539	41,296	19,380	107,215	69,980
Bonds Payable	70,661,672	52,257,143	-	122,918,815	54,218,452
Leases Payable	1,454	1,454	-	2,908	37,454
Total Noncurrent Liabilities	70,709,665	52,299,893	19,380	123,028,938	54,325,886
Total Liabilities	80,071,964	58,294,233	136,843	138,503,040	63,405,287
Net Position					
Net Investment in Capital Assets	110,168,114	51,250,053	1,927,076	163,345,243	232,358,127
Unrestricted	91,573,082	43,400,239	4,862,116	139,835,437	31,911,539
Total Net Position	$ 201,741,196	$ 94,650,292	$ 6,789,192	$ 303,180,680	$ 264,269,666

See Notes to the Financial Statements.

Town of Johnstown, Colorado

Statement of Revenues, Expenses and Changes in Net Position
Proprietary Funds
For the Year Ended December 31, 2024

	Water Fund	Wastewater Fund	Drainage Fund	Totals 2024	Totals 2023
Operating Revenues					
Charges for Services	$ 14,455,953	$ 4,349,163	$ 578,337	$ 19,383,453	$ 13,338,575
Miscellaneous	392,312	12,230	-	404,542	828,969
Total Operating Revenues	14,848,265	4,361,393	578,337	19,787,995	14,167,544
Operating Expenses					
Administrative and General	212,099	206,003	145,330	563,432	604,337
Operations and Maintenance	3,318,825	1,748,291	211,104	5,278,220	4,899,468
Collection and Distribution	1,196,554	505,329	-	1,701,883	1,165,278
Depreciation	806,010	750,722	42,989	1,599,721	1,223,755
Total Operating Expenses	5,533,488	3,210,345	399,423	9,143,256	7,892,838
Net Operating Income	9,314,777	1,151,048	178,914	10,644,739	6,274,706
Non-Operating Revenues (Expenses)					
Intergovernmental Revenues	-	3,287,200	164,207	3,451,407	2,564,500
Impact Fees	-	-	568,456	568,456	157,540
Interest Income	2,254,811	3,376,653	155,107	5,786,571	4,750,953
Tap Fees	4,372,587	6,111,241	-	10,483,828	5,978,908
Cost of Debt Issuance	(612,165)	-	-	(612,165)	-
Interest Expense	(969,799)	(1,356,793)	-	(2,326,592)	(1,621,062)
Total Nonoperating Revenues (Expenses)	5,045,434	11,418,301	887,770	17,351,505	11,830,839
Net Income (Loss) Before Contributed Capital	14,360,211	12,569,349	1,066,684	27,996,244	18,105,545
Contributed Capital and Transfers					
Developer Contributions	11,977,716	-	-	11,977,716	25,350,000
Transfers Out	(70,000)	(2,559,808)	(10,000)	(2,639,808)	48,550,000
Total Capital Contributions and Transfers	11,907,716	(2,559,808)	(10,000)	9,337,908	73,900,000
Change in Net Position	26,267,927	10,009,541	1,056,684	37,334,152	92,005,545
Net Position, *Beginning of Year*					
As Previously Stated	174,421,259	84,116,180	5,732,227	264,269,666	172,264,121
Restatement	1,052,010	524,571	281	1,576,862	-
Net Position, *Beginning of Year*					
As Restated	175,473,269	84,640,751	5,732,508	265,846,528	172,264,121
Net Position, *End of Year*	$ 201,741,196	$ 94,650,292	$ 6,789,192	$ 303,180,680	$ 264,269,666

See Notes to the Financial Statements.

Town of Johnstown, Colorado
Statement of Cash Flows
Proprietary Funds
For the Year Ended December 31, 2024

	Water Fund	Sewer Fund	Nonmajor Funds	Totals 2024	Totals 2023
Cash Flows From Operating Activities					
Cash Received from Customers	$ 14,168,712	$ 4,241,788	$ 536,472	$ 18,946,972	$ 11,802,550
Cash Received from Others	392,312	12,230	-	404,542	-
Cash Paid to Suppliers	2,161,717	(3,284,903)	(98,068)	(1,221,254)	(6,376,835)
Cash Paid to Employees	(903,720)	(756,359)	(174,967)	(1,835,046)	-
Net Cash Provided by Operating Activities	15,819,021	212,756	263,437	16,295,214	5,425,715
Cash Flows From Capital and Related Financing Activities					
Acquisition and Construction of Capital Assets	(29,714,464)	(26,485,904)	(646,323)	(56,846,691)	(62,342,373)
Capital Contributions and Grants	11,977,716	3,287,200	164,207	15,429,123	34,120,167
Proceeds from New Debt	72,000,000	-	-	72,000,000	-
Tap Fees Received	4,372,587	6,111,241	-	10,483,828	2,564,500
Impact Fees Received	-	-	568,456	568,456	-
Debt Principal Payments	(365,000)	(855,000)	-	(1,220,000)	(1,175,968)
Debt Interest Payments	(830,875)	(1,912,652)	-	(2,743,527)	(1,953,150)
Deposits Received from Customers	12,539	-	-	12,539	2,000
Payments to/from Other Funds	(46,875)	(2,451,134)	19,007	(2,479,002)	48,550,000
Net Cash Provided by Noncapital Financing Activities	57,405,628	(22,306,249)	105,347	35,204,726	19,765,176
Cash Flows From Investing Activities					
Interest Received	2,254,811	3,376,653	155,107	5,786,571	4,750,948
Net Cash Provided by Investing Activities	2,254,811	3,376,653	155,107	5,786,571	4,750,948
Net Change in Cash and Cash Equivalents	75,479,460	(18,716,840)	523,891	57,286,511	29,941,839
Cash and Cash Equivalents, *Beginning of Year*	23,451,248	66,830,345	4,384,457	94,666,050	64,707,590
Cash and Cash Equivalents, *End of Year*	$ 98,930,708	$ 48,113,505	$ 4,908,348	$ 151,952,561	$ 94,649,429
Reconciliation of Net Operating Income to Net Cash Provided by Operating Activities:					
Net Operating Income	$ 9,314,777	$ 1,151,048	$ 178,914	$ 10,644,739	$ 3,973,080
Adjustments to Reconcile Net Operating Income to Net Cash Provided by Operating Activities					
Depreciation Expense	806,010	750,722	42,989	1,599,721	1,223,755
Changes in Assets and Liabilities Related to Operations					
Accounts Receivable	(287,241)	(107,375)	(41,865)	(436,481)	268,725
Prepaid Expenses	(118)	(5,118)	(79)	(5,315)	22,414
Accounts Payable	5,964,134	(1,595,271)	74,559	4,443,422	(74,700)
Accrued Expenses	7,436	2,276	2,181	11,893	(1,799)
Accrued Compensated Absences	14,023	16,474	6,738	37,235	14,240
Net Cash Provided by Operating Activities	$ 15,819,021	$ 212,756	$ 263,437	$ 16,295,214	$ 5,425,715

See Notes to the Financial Statements.

Note 1: Summary of Significant Accounting Policies

The Town of Johnstown, Colorado (the Town) is incorporated as a home-rule Town under the laws of the State of Colorado with a Council-Manager form of government. The Town provides the following services to the residents and businesses: public safety, highways and streets, sanitation, water, culture and recreation, public improvements, planning and zoning, judicial, and general administrative services.

The financial statements of the Town of Johnstown, Colorado have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The more significant of the Town's accounting policies are described below.

Reporting Entity

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

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

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

Government-wide and Fund Financial Statements

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

The statement of net position reports all financial, capital and debt resources of the Town. The difference between assets, liabilities and deferred inflows of the Town is net position.

Note 1: Summary of Significant Accounting Policies (Continued)

Government-wide and Fund Financial Statements *(Continued)*

The statement of activities demonstrates the degree to which the direct expenses of the given function or segments are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

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

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

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

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

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

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

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

Note 1: Summary of Significant Accounting Policies (Continued)

Measurement Focus, Basis of Accounting, and Financial Statement Presentation
(Continued)

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

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

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

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

The Town also reports the following major proprietary funds:

Water Fund - This fund accounts for the financial activities associated with the provision of water services.

Wastewater Fund - This fund accounts for the financial activities associated with the sanitation services.

Drainage Fund - This fund accounts for the financial activities associated with the Town's drainage system.

The Town reports the following fund types:

Government-wide and Proprietary Fund Financial Statements - The government-wide and proprietary fund financial statements are reported using the *economic resources measurement focus* and *the accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place. Nonexchange transactions, in which the Town gives (or receives) value without directly receiving (or giving) equal value in exchange, include sales taxes, grants, entitlements, and donations. On an accrual basis, revenue from sales taxes is recognized in the period for which the taxes are collected by vendors. Revenue from grants, entitlements, and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied.

Note 1: Summary of Significant Accounting Policies (Continued)

Measurement Focus, Basis of Accounting, and Financial Statement Presentation
(Continued)

Governmental Fund Financial Statements - Governmental funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. The Town considers all revenues reported in the governmental funds to be available if the revenues are collected within 120 days after year-end, with the exception of sales taxes, which must be within 90 days. Sales taxes, franchise taxes, licenses, and interest are considered to be susceptible to accrual.

Cash and Investments

Cash equivalents include investments with original maturities of three months or less. Investments are recorded at fair value.

Capital Assets

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

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

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

Building and Improvements	10 – 50 years
Infrastructure	10 – 50 years
Machinery and Equipment	3 – 30 years

Compensated Absences

These compensated absences are recognized as current salary costs when earned in the proprietary fund types and when due in the governmental fund types. A liability has been recorded in the government-wide financial statements for the accrued compensated absences. Employees of the Town are allowed to accumulate unused paid time off up to a maximum of 80 hours. Upon termination of employment from the Town, an employee will be compensated for all accrued paid time off at their current pay rate up to a maximum of 80 hours for the first year. The maximum increases an additional 8 hours after each anniversary.

Note 1: Summary of Significant Accounting Policies (Continued)

Long-Term Obligations

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

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

Deferred Outflows/Inflows of Resources

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

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

Fund Balance Classification

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

The classifications used in the governmental fund financial statements are as follows:

> Nonspendable - This classification includes amounts that are not in spendable form (such as inventory or prepaid expenses) or are required to be maintained intact.

Note 1: Summary of Significant Accounting Policies (Continued)

Fund Balance Classification *(Continued)*

Restricted - This classification includes amounts for which constraints have been placed on the use of the resources either (a) externally imposed by creditors (such as through a debt covenant), grantors, contributors, or laws or regulations of other governments, or (b) imposed by law through constitutional provisions or enabling legislation. The Town has classified Emergency Reserves as being restricted because their use is restricted by State Statute for declared emergencies. The Town has also classified the fund balances for Street and Alley, Capital Improvement, the Cemetery, and the Parks and Open Space Funds as restricted because their revenues are restricted by the municipal code or taxpayer initiative; the Library Fund is classified as restricted as the revenues are restricted through taxpayer initiatives and other governments, and the Conservation Trust Fund is classified as restricted because its revenues are restricted by State Statute.

Committed - This classification includes amounts that can be used only for specific purposes pursuant to constraints imposed by formal action of the Town Council. These amounts cannot be used for any other purpose unless the Town Council removes or changes the specified use by taking the same type of action (ordinance or resolution) that was employed when the funds were initially committed. This classification also includes contractual obligations to the extent that existing resources have been specifically committed for use in satisfying those contractual requirements. The Town's committed resources are presented in the governmental fund balance sheet as of December 31, 2024.

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

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

Net Position

The government-wide and business-type fund financial statements utilize a net position presentation. Net position is categorized as net investment in capital assets, restricted, and unrestricted. Net investment in capital assets is intended to reflect the portion of net position, which is associated with non-liquid, capital assets less outstanding capital asset related debt. The net related debt is the debt less the outstanding liquid assets and any associated unamortized cost. Restricted net position is liquid assets, which have third party limitations on their use. Unrestricted net position represents assets that do not have any third-party limitations on their use.

Note 1: Summary of Significant Accounting Policies (Continued)

Subsequent Events

The Town has evaluated subsequent events through July 17, 2025, the date the financial statements were available to be issued.

Note 2: Stewardship, Compliance, and Accountability

Budgets

Budgets are legally adopted for all funds of the Town. Budgets for the governmental funds are adopted on a basis consistent with generally accepted accounting principles (GAAP). Budgetary comparisons for the proprietary fund are presented on a non-GAAP budgetary basis, whereby capital outlay and debt principal are budgeted as expenditures.

The Town follows these procedures to establish the budgetary information reflected in the financial statements:

- In October, the Town staff submits to the Town Board a proposed budget for the fiscal year commencing the following January 1. The budget includes proposed expenditures and the means of financing them.
- Public hearings are conducted to obtain taxpayer comments.
- Prior to December 31, the budget is legally enacted through passage of a resolution.
- Management is authorized to transfer budgeted amounts between departments within any fund. However, any revisions that alter the total expenditures of any fund must be approved by the Town Council.
- All appropriations lapse at year end.

Note 3: Cash and Investments

A summary of deposits and investments as of December 31, 2024 follows:

Petty Cash	$ 996
Cash Deposits	8,484,047
Investments	297,696,653
Total	$ 306,181,696

The cash and investments are classified in the statement of position as follows:

Cash and Investments	$ 303,885,690
Restricted Cash and Investments	2,296,006
Total	$ 306,181,696

Note 3: Cash and Investments (Continued)

Deposits

The Town's bank accounts and certificates of deposit as of December 31, 2024 were entirely covered by federal depository insurance or collateral held by the Town's custodial banks under provisions of the Colorado Public Deposit Protection Act (the PDPA). The PDPA requires all local government entities to deposit cash in eligible public depositories. Eligibility is determined by State regulations. Amounts on deposit in excess of federal insurance levels must be collateralized by eligible collateral as determined by the PDPA. The PDPA allows the financial institution to create a single collateral pool for all public funds held. The pool is to be maintained by another institution or held in trust for all uninsured public deposits as a group. The market value of the collateral must be at least equal to 102% of the uninsured deposits. As of December 31, 2024, $15,845,562 was uninsured and collateralized with securities held by the financial institution and covered by eligible collateral as determined by the PDPA.

Investments

As of December 31, 2024, the Town had the following investments and maturities:

	Fair Value	0 -1 Years	1 - 5 Years
U.S. Government Securities	$ 19,148,987	$ 5,620,224	$ 13,528,763
U.S. Government Agencies	12,315,409	5,738,776	6,576,633
Money Market Funds	174,985	174,985	-
Colorado Liquid Government Asset Trust (CSAFE)	155,313,836	155,313,836	-
Asset Trust (COLOTRUST PLUS+)	110,743,436	110,743,436	-
	$ 297,696,653	$ 277,591,257	$ 20,105,396

The Town is required to comply with State statutes which specify investment instruments meeting defined rating, maturity, and concentration risk criteria in which local governments may invest, which include the following. State statutes do not address custodial risk.

- Obligations of the United States and certain U.S. Agency securities
- Certain international agency securities
- General obligation and revenue bonds of U.S. local government entities
- Bankers' acceptance of certain banks
- Commercial paper
- Local government investment pools
- Written repurchase agreements collateralized by certain authorized securities
- Certain money market funds
- Guaranteed investment contracts
- Certificates of deposits

Concentration of Credit Risk - State statutes do not limit the amount the Town may invest in one issuer, except for corporate securities.

Note 3: Cash and Investments (Continued)

Investments *(Continued)*

Credit Risk - State statutes limit certain investments to those with specified ratings from nationally recognized statistical rating organizations, depending on the type of investment. State statutes and the Town's investment policies authorize the Town to invest in obligations of the U.S. Treasury and U.S. agencies, obligations of the State of Colorado or of any county, school, authority, and certain towns and cities therein, notes or bonds secured by insured mortgages or trust deeds, obligations of national mortgage associations, and certain repurchase agreements.

Ratings on the Town's investments consisted of the following as of December 31, 2024:

	S&P Rating	Moody Rating
U.S. Treasury Notes	NR	NR to Aaa
Other U.S. Instrumentalities	NR to AA+	NR to Aaa
COLOTRUST	AAAm	N/A
CSAFE	AAAm	N/A

Interest Rate Risk - State statutes generally limit investments to an original maturity of five years unless the governing board authorizes the investment for a period in excess of five years.

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

The Town's investment balances at fair value hierarchy as of December 31, 2024 are as follows:

	Level 1	Level 2	Total
Money Market Funds	$ -	$ 174,985	$ 174,985
U.S. Treasury Notes	-	19,148,987	19,148,987
Other U.S. Instrumentalities	-	12,315,409	12,315,409
Total	$ -	$ 31,639,381	31,639,381
Investments at Net Asset Value - Colotrust			110,743,436
Investments at Amortized Cost - CSAFE			155,313,836
Total Investments			$ 297,696,653

Debt securities classified in Level 1 and 2 are valued using the following approaches:

- U. S. Treasury notes, FHLMC, FNMA, other U.S. instrumentalities: quoted prices for identical securities in markets that are not active;
- Corporate securities: quoted prices for identical securities in active markets;

Note 3: Cash and Investments (Continued)

Investments *(Continued)*

- Municipal bond: quoted prices for similar securities in active markets;
- Negotiable Certificates of Deposits: matrix pricing based on securities' relationship to benchmark quoted prices.

Local Government Investment Pool - At December 31, 2024, the Town had $99,966,163 invested in the Colorado Local Government Liquid Asset Trust (COLOTRUST), an investment vehicle established for local government entities in Colorado to pool surplus funds. The State Securities Commission administers and enforces all State statutes governing the Trust. The Trust operates similarly to a money market fund and each share is equal in value to $1. The Trust offers shares in two portfolios, COLOTRUST PRIME and COLOTRUST PLUS+. COLOTRUST PRIME invests only in U.S. Treasury and government agencies. COLOTRUST PLUS+ can invest in U.S. Treasury, government agencies, and in the highest-rate commercial paper. A designated custodial bank serves as custodian for the Trust's portfolios pursuant to a custodian agreement. The custodian acts as a safekeeping agent for the Trust's investment portfolios and provides services as the depository in connection with direct investments and withdrawals. The custodian's internal records segregate investments owned by the Trust. The Trust is rated AAAm by Standard and Poor's and is measured at net asset value. There are no unfunded commitments, the redemption frequency is daily and there is no redemption notice period.

In addition, the Town had $155,313,836 invested in the Colorado Surplus Asset Fund Trust (CSAFE) at December 31, 2024. The pool is an investment vehicle established for local government entities in Colorado to pool surplus funds for investment purposes. CSAFE is a highly liquid fund operating similarly to a money market-like fund and each share is equal in value to $1.00. CSAFE measures all of its investment at amortized cost in accordance with GASB Statement No. 79, *Certain External Investment Pools and Pool Participants*. CSAFE invests primarily in United States Treasuries, United States Agencies, Primary Dealer Repurchase Agreements, highly rated commercial paper, AAAm rated money market funds, highly rated corporate bonds and Colorado Depositories. The weighted average maturity of the portfolio shall not exceed 60 days and the weighted average life of the portfolio shall not exceed 120 days. CSAFE is rated AAAm by Standard & Poor's.

Colorado revised statutes limit investment maturities to five years or less unless formally approved by the Town Council. Such actions are generally associated with a debt service reserve or sinking fund requirements.

Note 4: Capital Assets

Capital assets activity for the year ended December 31, 2024 is summarized below:

Governmental Activities	Balance 12/31/23	Additions	Deletions	Balance 12/31/24
Capital Assets, *Not Being Depreciated*				
Land	$ 3,302,325	$ 2,133,217	$ -	$ 5,435,542
Water Shares	962,500	-	-	962,500
Construction in Progress	14,920,519	6,470,579	-	21,391,098
Total Capital Assets, *Not Being Depreciated*	19,185,344	8,603,796	-	27,789,140
Capital Assets, *Being Depreciated*				
Buildings	40,448,831	2,978,849	(269,160)	43,158,520
Improvements	3,706,428	-	-	3,706,428
Infrastructure	8,144,631	23,572	-	8,168,203
Equipment	7,899,583	2,196,420	(77,101)	10,018,902
Total Capital Assets, *Being Depreciated*	60,199,473	5,198,841	(346,261)	65,052,053
Less Accumulated Depreciation				
Buildings	(5,411,612)	(825,651)	-	(6,237,263)
Improvements	(1,192,048)	(83,147)	-	(1,275,195)
Infrastructure	(583,807)	(178,715)	-	(762,522)
Equipment	(5,041,047)	(917,747)	70,647	(5,888,147)
Total Accumulated Depreciation	(12,228,514)	(2,005,260)	70,647	(14,163,127)
Total Capital Assets, *Being Depreciated, net*	47,970,959	3,193,581	(275,614)	50,888,926
Governmental Activities Capital Assets, *net*	$ 67,156,303	$ 11,797,377	$ (275,614)	$ 78,678,066

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

Governmental Activities	
General Government	$ 970,439
Public Safety	361,342
Public Works	408,161
Culture and Recreation	265,318
Total	$ 2,005,260

Note 4: Capital Assets (Continued)

Capital assets Business-Type activity for the year ended December 31, 2024 is summarized below:

Business-Type Activities	*(Restated)* Balance 12/31/23	Additions	Transfers	Deletions	Balance 12/31/24
Capital Assets, *Not Being Depreciated*					
Land	$ 433,327	$ 40,930	$ -	$ -	$ 474,257
Water Rights	122,504,425	11,540,000	-	-	134,044,425
Construction in Progress	75,085,319	44,484,410	(15,987,640)	-	103,582,089
Total Capital Assets, *Not Being Depreciated*	198,023,071	56,065,340	(15,987,640)	-	238,100,771
Capital Assets, *Being Depreciated*					
Utility Systems	46,146,298	407,821	15,987,640	-	62,541,759
Equipment	1,747,295	124,965	-	-	1,872,260
Vehicles	25,733	255,491	-	-	281,224
Right to Use Assets	37,455	-	-	(34,546)	2,909
Total Capital Assets, *Being Depreciated*	47,956,781	788,277	15,987,640	(34,546)	64,698,152
Less: Accumulated depreciation					
Utility Systems	(11,998,220)	(1,401,193)	-	-	(13,399,413)
Equipment	(576,014)	(169,874)	-	-	(745,888)
Vehicles	(3,002)	(28,654)	-	-	(31,656)
Right to Use Assets	-	-	-	-	-
Total Accumulated Depreciation	(12,577,236)	(1,599,721)	-	-	(14,176,957)
Total Capital Assets, *Being Depreciated, net*	35,379,545	(811,444)	15,987,640	(34,546)	50,521,195
Business-Type Activities Capital Assets, *net*	$ 233,402,616	$ 55,253,896	$ -	$ (34,546)	$ 288,621,966

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

Business-Type Activities	
Water	$ 806,010
Sewer	750,722
Refuse	42,989
Total	$ 1,599,721

The Town will be continuing its process of determining the acquisition value of any additional water rights and shares owned during the year ended December 31, 2024.

Note 5: Long-Term Debt

Governmental Activities

Following is a summary of long-term debt transactions for the governmental activities for the year ended December 31, 2024.

Governmental Activities	Balance 12/31/23	Additions	Deletions	Balance 12/31/24	Due Within One Year
Compensated Absences	$ 357,858	$ 38,521	$ (107,357)	$ 289,022	$ -
Total	$ 357,858	$ 38,521	$ (107,357)	$ 289,022	$ -

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

Business-Type Activities

Following is a summary of long-term debt transactions for the business-type activities for the year ended December 31, 2024.

Business-Type Activities	Balance 12/31/23	Additions	Deletions	Balance 12/31/24	Due Within One Year
Water Revenue Bonds, Series 2024	$ -	$ 65,025,000	$ (365,000)	$ 64,660,000	$ 1,455,000
Premium	-	7,587,165	(130,493)	7,456,672	-
Wastewater Revenue Bonds, Series 2021	45,775,000	-	(855,000)	44,920,000	900,000
Premium	8,789,625	-	(552,482)	8,237,143	-
Lease Liability	37,454	-	(34,546)	2,908	-
Compensated Absences	69,980	44,233	(6,998)	107,215	-
Total	$ 54,672,059	$ 72,656,398	$ (1,944,519)	$ 125,383,938	$ 2,355,000

Water Revenue Bonds, Series 2024
Water Revenue Bonds in the amount of $65,025,000 were issued on August 20, 2024 for the purpose of upgrading the Town's water treatment plant. This note is paid from the net revenue derived from the operation and use of the Town's water enterprise system. Interest rate for this note is 5.0% payable semi-annually with a final payment due on December 1, 2048.

Note 5: Long-Term Debt (Continued)

Following is a schedule of the future minimum bond payments required under the outstanding Water Revenue Bond, Series 2024:

Year Ended December 31,	Principal	Interest	Total
2025	$ 1,455,000	$ 3,233,000	$ 4,688,000
2026	1,525,000	3,160,250	4,685,250
2027	1,600,000	3,084,000	4,684,000
2028	1,685,000	3,004,000	4,689,000
2029	1,765,000	2,919,750	4,684,750
2030-2034	10,250,000	13,182,250	23,432,250
2035-2039	13,075,000	10,351,250	23,426,250
2040-2044	16,685,000	6,739,000	23,424,000
2045-2048	16,620,000	2,128,250	18,748,250
Total	$ 64,660,000	$ 47,801,750	$ 112,461,750

Wastewater Revenue Bonds, Series 2021
Wastewater Revenue Bonds in the amount of $46,0585,000 were issued on August 18, 2021 for the purpose of upgrading the Town's wastewater treatment plants and infrastructure. This note is paid from the net revenue derived from the operation and use of the Town's wastewater enterprise system. Interest rate for this note is 4.2% payable semi-annually with a final payment due on December 1, 2051.

Following is a schedule of the future minimum bond payments required under the outstanding Wastewater Revenue Bond, Series 2021:

Year Ended December 31,	Principal	Interest	Total
2025	$ 900,000	$ 1,869,900	$ 2,769,900
2026	940,000	1,824,900	2,764,900
2027	990,000	1,777,900	2,767,900
2028	1,040,000	1,728,400	2,768,400
2029	1,090,000	1,676,400	2,766,400
2030-2034	6,295,000	7,545,950	13,840,950
2035-2039	7,690,000	6,142,000	13,832,000
2040-2044	9,365,000	4,474,800	
2045-2049	11,390,000	2,446,400	13,836,400
2050-2051	5,220,000	315,200	5,535,200
Total	$ 44,920,000	$ 29,801,850	$ 60,882,050

Note 6: Retirement Commitments

Deferred Compensation Plan

The Town offers its employees a deferred compensation (IRC Section 457) plan, which is a defined contribution plan. The plan is available to all full-time Town employees. Eligible employees can participate upon hire and are immediately vested. The Town will match employee contributions of up to 6% of qualifying wages. The plan incorporates a 401a plan which requires the Town to contribute 6% of qualifying wages of eligible wages. The 457 portions of the plan allows for employees to make elective deferrals. The maximum amount the Town will contribute to the 401a plan is 12%; the 6% based on mandatory participation and up to 6% in matching contributions based upon the employee's election to the 457b plan. Full-time Library employees will receive 4.2% from the Library regardless of the amount they contribute.

The Town contributed $625,701 to the plan for the year ended December 31, 2024 equal to the required contribution.

Defined Benefit Police Pension Plan (SWDB)

General Information - FPPA

Plan Description - The Town contributes to the Supplemental Social Security Employers portion of the Statewide Defined Benefit Plan (SWDB), cost-sharing multiple-employer defined benefit pension plan administered by the Fire & Police Pension Association of Colorado (FPPA). The plan provides retirement benefits for substantially all full-time employees of participating in fire or police departments in Colorado hired on or after April 8, 1978 (New Hires), provided that they are not already covered by a statutorily exempt plan. As of August 5, 2003, the Plan may include clerical and other personnel from fire districts whose services are auxiliary to fire protection. The Plan became effective January 1, 1980. The Plan assets are included in the Fire & Police Members' Benefit Investment Fund and the Fire & Police Members' Self Directed Investment Fund (for Deferred Retirement Option Plan (DROP) assets and Separate Retirement Account assets from eligible retired members).

FPPA issues a publicly available annual comprehensive financial report that can be obtained on FPPA's website at http://www.fppaco.org.

Benefits Provided - A plan member is eligible for a normal retirement pension once the member has completed twenty-five years of credited service and has attained the age of 55. Effective January 1, 2021, a member may also qualify for a normal retirement pension if the member's combined years of service and age equals at least 80, with a minimum age of 50 (Rule of 80).

Note 6: Employees' Retirement Plans (Continued)

Defined Benefit Police Pension Plan (SWDB) *(Continued)*

General Information - FPPA *(Continued)*

The annual normal retirement benefit is 2% of the average of the member's highest three years' pensionable earnings for each year of credited service up to ten years, plus 2.5% for each year of service thereafter. The benefit earned prior to January 1, 2007, for members of affiliated Social Security employers will be reduced by the amount of Social Security income payable to the member annually. Effective January 1, 2007, members covered under Statewide Defined Benefit Social Security Component will receive half the benefit when compared to the Statewide Defined Benefit Plan. Benefits paid to retired members are evaluated annually and may be re-determined every October 1. The amount of any increase is based on the Board's discretion and can range from 0 to the higher of 3 percent or the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W).

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

Contributions - Contribution rates for employers and members may be increased equally by the FPPA Board of Directors upon approval through an election by both the employers and members.

In 2014, the members elected to increase the member contribution rate to the SWDB plan beginning in 2015. Member contribution rates increased 0.5 percent annually through 2022 to a total of 12 percent of pensionable earnings. Employer contributions increase 0.5 percent annually beginning in 2021 through 2030 to a total of 13.0 percent of pensionable earnings. In 2022, members of the SWDB plan and their employers are contributing at the rate of 12 percent and 9.0 percent, respectively, of pensionable earnings for a total contribution rate of 21.0 percent.

The contribution rate for members and employers of affiliated social security employers is 6.00 percent and 4.25 percent, respectively, of pensionable earnings for a total contribution rate of 10.5 percent in 2022. Per the 2014 member election, members of the affiliate social security group had their required contribution rate increase 0.25 percent annually beginning in 2015 through 2022 to a total of 6 percent of pensionable earnings. Employer contributions will increase 0.25 percent annually beginning in 2021 through 2030 to a total of 6.5 percent of pensionable earnings.

The Town's contributions to the plan for the year ended December 31, 2024, were $456,524, equal to the required contributions.

Note 6: Employees' Retirement Plans (Continued)

Defined Benefit Police Pension Plan (SWDB) *(Continued)*

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions - FPPA

For the year ended December 31, 2024, the Town reported pension liability of $0. The net pension liability was measured as of December 31, 2023, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of January 1, 2024. The Town's proportion of the net pension asset was based on the Town's contributions to the plan for the calendar year ended December 31, 2023, relative to the projected contributions of all participating employers. At December 31, 2024, the Town's proportion was 0.10146891% which was an increase of 0.01240000% from its proportion measured at December 31, 2022.

For the year ended December 31, 2024, the Town recognized pension liability of $88,537. At December 31, 2024, the Town reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 147,262	$ 7,627
Changes in assumptions and other inputs	86,564	-
Net difference between projected and actual Earnings on plan investments	124,694	-
Changes in proportion	-	314,147
Contributions subsequent to the measurement date	118,272	-
Total	$ 476,792	$ 321,774

Town contributions subsequent to the measurement date of $456,524 will be recognized as a decrease to the net pension liability in the subsequent fiscal year. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

Year Ended December 31,	
2024	$ 58,128
2025	73,615
2026	2,059
2027	(22,556)
2028	(28,852)
Thereafter	(45,648)
Total	$ 36,746

Note 6: Employees' Retirement Plans (Continued)

Defined Benefit Police Pension Plan (SWDB) *(Continued)*

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

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

	Total Pension Liability	Actuarial Determined Contributions
Actuarial Method	01/01/24	01/01/23
Actuarial Method	Entry age normal	Entry age normal
Amortization Method	N/A	Level % of Payroll, Open
Amortization Period	N/A	30 Years
Long-term investment rate of return, net of plan investment expenses, including price inflation	7.0%	7.0%
Projected Salary Increases	4.25% - 11.25%	4.25% - 11.25%
Cost of Living Adjustments (COLA)	0.0%	0.0%
*Includes Inflation at	2.5%	2.5%

For determining the total pension liability, the post-retirement mortality tables for non-disables retirees uses the Pub-2010 Safety Healthy Annuitant mortality Tables projected with the ultimate values of the MP-2020 projection scale. The pre-retirement off-duty mortality tables are adjusted to 60% of the MP-2020 mortality tables for active employees. The on-duty mortality rate is 0.00015.

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

At least every five years the FPPA's Board of Directors, in accordance with best practices, reviews its economic and demographic actuarial assumptions. At its July 2022 meeting, the Board of Directors reviewed and approved recommended changes to the actuarial assumptions. The recommendations were made by the FPPA's actuaries, Gabriel, Roeder, Smith & Co., based upon their analysis of past experience and expectations of the future. The assumption changes were effective for actuarial valuations beginning January 1, 2023. The actuarial assumptions impact actuarial factors for benefit purposes such as purchases of service credit and other benefits where actuarial factors are used.

Note 6: Employees' Retirement Plans (Continued)

Defined Benefit Police Pension Plan (SWDB) *(Continued)*

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

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighing the expected future real rates of return by the target asset allocation percentage and by adding expected inflation (assumed at 2.5 percent). Best estimates of arithmetic real rates of return for each major asset class included in the Fund's target asset allocation as of December 31, 2023 are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Rate of Return
Global Equity	35%	8.9%
Equity Long/Short	6%	7.5%
Private Markets	34%	10.3%
Fixed Income - Rates	10%	5.5%
Fixed Income - Credit	5%	6.9%
Absolute Return	9%	6.5%
Cash	1%	3.9%
Total	100%	

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

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

For the purpose of this valuation, the expected rate of return on pension plan investments is 7.00 percent; the municipal bond rate is 4.05 percent (based on the weekly rate closest to but not later than the measurement date of the "state & local bonds" rate from Federal Reserve statistical release (H.15)); and the resulting single discount rate is 7.00 percent.

Note 6: Employees' Retirement Plans (Continued)

Defined Benefit Police Pension Plan (SWDB) *(Continued)*

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

Sensitivity of the Town's proportionate share of the net pension liability/ (asset) to changes in the discount rate - The following presents the Town's proportionate share of the net pension liability calculated using the discount rate of 7.00%, as well as the Town's proportionate share of the net pension asset (liability) if it were calculated using a discount rate that is one percentage point lower (6%) or one percentage point higher (8.00%) than the current rate, as follows:

	1% Decrease (6.5%)	Current Discount Rate (7.5%)	1% Increase (8.5%)
Town's Proportionate share of the Net pension liability (asset)	$ 568,976	$ -	$ -

Pension plan fiduciary net position - Detailed information about the plan's fiduciary net position is available in FPPA's separately issued financial report, which may be obtained at www.fppaco.org.

Note 7: Transfers

The Town made the following transfers between funds during the ended December 31, 2024:

Transfers In	Transfers Out	Amount
General Fund	Library Fund	$ 3,035,150
Library Fund	General Fund	2,499,808
Capital Improvement Fund	Parks and Open Space Fund	200,000
Capital Improvement Fund	General Fund	1,000,000
Wastewater Fund	General Fund	2,499,808
Water Fund	Parks and Open Space Fund	70,000
Wastewater Fund	Parks and Open Space Fund	60,000
Drainage Fund	Parks and Open Space Fund	10,000
Total		$ 9,374,766

Note 8: Tax Abatements

The Town enters into agreements for the development of commercial properties in accordance with its economic development program. Agreements included in this program provide sales and use tax incentives to retail establishments in exchange for negotiated benefits to the Town. In 2024, the Town reimbursed sales and use taxes to the owners of 2534 Development, Mary's Mountain Cookies, and Buc-ee's in the amount of $1,525,894 at December 31, 2024.

Note 9: Public Entity Risk Pool

The Town is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. For these risks of loss, the Town is involved with the Colorado Intergovernmental Risk Sharing Agency (CIRSA), a separate and independent governmental and legal entity formed by intergovernmental agreement by member municipalities pursuant to the provision of 24-10-115.5, Colorado Revised Statutes (1982 Replacement Volume) and Colorado Constitution, Article XIV, Section 18(2).

The purposes of CIRSA are to provide members with defined liability, property, and workers compensation coverages and to assist members in preventing and reducing losses and injuries to municipal property and to persons or property which might result in claims being made against members of CIRSA, their employees and officers.

It is the intent of the members of CIRSA to create an entity in perpetuity which will administer and use funds contributed by the members to defend and indemnify, in accordance with the bylaws, any member of CIRSA against stated liability of loss, to the limit of the financial resources of CIRSA.

It is also the intent of the members to have CIRSA provide continuing stability and availability of needed coverages at reasonable costs. All income and assets of CIRSA shall be at all times dedicated to the exclusive benefit of its members. CIRSA is a separate legal entity, and the Town does not approve budgets, nor does it have the ability to significantly affect the operations of the entity.

Note 10: Commitments and Contingencies

Public Entity Risk Pool

The Town is exposed to various risks of loss related to torts, theft of, damage to, and destruction of assets, errors and omissions, injuries to employees, and natural disasters. The Town is a participant in the Colorado Intergovernmental Risk Sharing Agency (CIRSA).

CIRSA operates as a common risk management and insurance program for 281 members participating in the Property & Casualty Pool and 128 members in the Workers' Compensation Pool. The Town pays an annual premium to CIRSA for its general insurance coverage and workers' compensation insurance coverage. The agreement for formation of CIRSA provides that CIRSA will be financed by member premiums and will reinsure through commercial companies for claims in excess of $1,000,000 for each insured event. The Town has other commercial insurance for other risks including employee health and accident insurance.

The Town is not involved in any pending and threatened litigation as of December 31, 2024.

Note 10: Commitments and Contingencies (Continued)

Facility Management Agreement

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

This agreement is effective through December 31, 2031, and unless one party gives written notice to the other, the Agreement shall automatically renew for additional ten-year terms. During the year ended December 31, 2024, the Town paid an operating subsidy to the YMCA in the amount of $277,333, equal to the required amount per the terms of the agreement.

TABOR Amendment

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

The Town has established an emergency reserve, representing 3% of qualifying expenditures, as required by the Amendment. At December 31, 2024, the emergency reserve of $1,525,000 was recorded in the General Fund.

Note 11: Restatement

The financial statements of the year ended December 31, 2023 have been restated for the correction of various errors in accounting. The effect on the beginning Net Position and Fund Balances are as follows:

	Water Fund	Wastewater Fund	Drainage Fund	Total
Business-Type Activities				
Amortization of Bond Premium	$ -	$ 508,826	$ -	$ 508,826
Interest income not correct reflected	595	15,745	281	16,621
Construction in Progress previously not reflected in Capital Assets	1,051,415	-	-	1,051,415
	$ 1,052,010	$ 524,571	$ 281	$ 1,576,862

Required Supplementary Information

Town of Johnstown, Colorado

Schedule of Proportionate Share of
the Net Pension Asset (Liability) and Contributions - Fire &
Police Pension Association of Colorado Statewide Defined Benefit Plan
For the Year Ended December 31, 2024

Measurement Date	12/31/2023	12/31/2022	12/32/2021	12/31/2020	12/31/2019
Proportionate Share of the Net Pension Liability					
Town's Proportion of the Net Pension Liability	0.101468910%	0.124000000%	0.115000000%	0.105000000%	0.098000000%
Town's Proportionate Share of the Net Pension Liability (Asset)	$ -	$ 109,678	$ (624,381)	$ (228,187)	$ (55,237)
Town's Covered Payroll	$ 2,464,275	$ 2,327,325	$ 1,873,246	$ 1,756,468	$ 1,439,700
Town's Proportionate Share of the Net Pension Liability as a Percentage of Covered-Employee Payroll	0.00%	4.71%	(33.33%)	(12.99%)	(3.84%)
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	97.60%	97.60%	106.70%	116.20%	106.70%

Reporting Date	12/31/2024	12/31/2023	12/31/2022	12/31/2021	12/31/2020
Town Contributions					
Statutorily Required Contribution	$ 118,272	$ 98,571	$ 93,093	$ 78,837	$ 70,259
Contributions in Relation to the Statutorily Required Contribution	(118,272)	(98,571)	(93,093)	(78,837)	(70,259)
Contribution Deficiency (Excess)	$ -	$ -	$ -	$ -	$ -
Town's Covered-Employee Payroll	$ 2,369,345	$ 2,464,275	$ 2,327,325	$ 1,873,246	$ 1,756,485
Contributions as a Percentage of Covered Payroll	4.99%	4.00%	4.00%	4.21%	4.00%

This schedule is presented to show information for 10 years. Until information for the full 10-year period is available, information will be presented for the years it is available.

(Continued)

Town of Johnstown, Colorado

Schedule of Proportionate Share of
the Net Pension Asset (Liability) and Contributions - Fire &
Police Pension Association of Colorado Statewide Defined Benefit Plan
For the Year Ended December 31, 2024
(Continued)

Measurement Date	12/31/2018	12/31/2017	12/30/2016	12/31/2015	12/31/2014
Proportionate Share of the Net Pension Liability					
Town's Proportion of the Net Pension Liability	0.095000000%	0.092000000%	0.098000000%	0.092000000%	0.095000000%
Town's Proportionate Share of the Net Pension Liability	$ 120,358	$ (132,637)	35,231	$ (1,619)	$ (107,336)
Town's Covered Payroll	$ 1,277,103	$ 1,040,266	$ 997,981	$ 911,068	$ 868,643
Town's Proportionate Share of the Net Pension Liability as a Percentage of Covered-Employee Payroll	9.42%	(12.75%)	3.53%	(0.18%)	(12.36%)
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	95.20%	106.30%	98.20%	100.10%	105.80%

Reporting Date	12/31/2019	12/31/2018	12/31/2017	12/31/2016	12/31/2015
Town Contributions					
Statutorily Required Contribution	$ 57,587	$ 51,016	$ 41,450	$ 39,919	$ 36,443
Contributions in Relation to the Statutorily Required Contribution	(57,587)	(51,016)	(41,450)	(39,919)	(36,443)
Contribution Deficiency (Excess)	$ -	$ -	$ -	$ -	$ -
Town's Covered-Employee Payroll	$ 1,439,700	$ 1,277,103	$ 1,040,266	$ 997,981	$ 911,068
Contributions as a Percentage of Covered Payroll	4.00%	3.99%	3.98%	4.00%	4.00%

This schedule is presented to show information for 10 years. Until information for the full 10-year period is available, information will be presented for the years it is available.

Town of Johnstown, Colorado

Budgetary Comparison Schedule
General Fund
For the Year Ended December 31, 2024

	2024				
	Original Budget	Final Budget	Actual	Variance *Positive (Negative)*	2023 Actual
Revenues					
Taxes and Fees	$ 32,472,410	$ 32,472,410	$ 40,368,536	$ 7,896,126	$ 25,959,576
Licenses and Permits	1,370,500	1,370,500	2,919,275	1,548,775	2,273,576
Intergovernmental	1,037,800	1,037,800	2,803,512	1,765,712	2,953,817
Charges for Services	50,000	50,000	272,177	222,177	216,374
Fines and Forfeitures	575,000	575,000	679,957	104,957	643,540
Investment Earnings	500,000	500,000	3,848,341	3,348,341	3,250,399
Donations	20,000	20,000	378,487	358,487	507
Miscellaneous	360,000	360,000	990,753	630,753	1,179,127
Total Revenues	36,385,710	36,385,710	52,261,038	15,875,328	36,476,916
Expenditures					
Current					
General Government	7,110,950	7,110,950	5,880,174	1,230,776	4,362,234
Public Safety	5,770,820	5,770,820	5,055,473	715,347	4,287,718
Public Works	1,789,400	1,789,400	2,502,589	(713,189)	1,649,129
Culture and Recreations	503,000	503,000	362,641	140,359	698,114
Capital Outlay	6,371,000	12,779,990	10,389,282	2,390,708	1,592,116
Total Expenditures	21,545,170	27,954,160	24,190,159	3,764,001	12,589,311
Excess Revenues Over (Under) Expenditures	14,840,540	8,431,550	28,070,879	19,639,329	23,887,605
Other Financing Sources (Uses)					
Transfers In	702,580	702,580	2,499,808	1,797,228	104,156
Transfers Out	(55,356,967)	(55,356,967)	(3,035,150)	52,321,817	(51,242,924)
Net Change in Fund Balance	(39,813,847)	(46,222,837)	27,535,537	73,758,374	(27,251,163)
Fund Balance, *Beginning of Year*	54,413,633	54,472,590	62,478,460	8,005,870	89,727,911
Fund Balance, *End of Year*	$ 14,599,786	$ 8,249,753	$ 90,013,997	$ 81,764,244	$ 62,476,748

See Accompanying Independent Auditor's Report.

Town of Johnstown, Colorado

Budgetary Comparison Schedule
Street and Alley Fund
For the Year Ended December 31, 2024

	2024				
	Original Budget	Final Budget	Actual	Variance *Positive (Negative)*	2023 Actual
Revenues					
Taxes	$ 5,035,000	$ 5,035,000	$ 8,129,650	$ 3,094,650	$ 6,484,044
Licenses and Permits	75,000	75,000	185,143	110,143	78,568
Intergovernmental Revenue	1,361,375	1,361,375	2,680,567	1,319,192	3,698,555
Charges for Services	985,000	985,000	1,093,053	108,053	1,048,697
Investment Income	100,000	100,000	660,982	560,982	439,496
Donations	1,000	1,000	120	(880)	5,675
Total Revenues	7,557,375	7,557,375	12,749,515	5,192,140	11,755,035
Expenditures					
Public Works	1,927,250	1,927,250	1,470,169	457,081	1,239,606
Capital Outlay	9,958,000	9,958,000	5,003,136	4,954,864	9,144,904
Total Expenditures	11,885,250	11,885,250	6,473,305	5,411,945	10,384,510
Excess Revenues Over (Under) Expenditures	(4,327,875)	(4,327,875)	6,276,210	10,604,085	1,370,525
Other Financing Sources (Uses)					
Transfers Out	-	-	-	-	1,450,000
Net Change in Fund Balance	(4,327,875)	(4,327,875)	6,276,210	10,604,085	2,820,525
Fund Balance, *Beginning of Year*	18,208,907	1,208,907	20,684,152	2,475,245	17,863,627
Fund Balance, *End of Year*	$ 13,881,032	$ (3,118,968)	$ 26,960,362	$ 13,079,330	$ 20,684,152

See Accompanying Independent Auditor's Report.

Town of Johnstown, Colorado

Budgetary Comparison Schedule
Capital Improvement Fund
For the Year Ended December 31, 2024

	2024				
	Original Budget	Final Budget	Actual	Variance *Positive (Negative)*	2023 Actual
Revenues					
Taxes and Fees	$ 800,000	$ 800,000	$ 1,915,366	$ 1,115,366	$ 1,845,969
Investment Income	100,000	100,000	863,044	763,044	945,189
Total Revenues	900,000	900,000	2,778,410	1,878,410	2,791,158
Expenditures					
Pubic Works	-	-	6,593	(6,593)	8,860
Capital Outlay	2,979,000	2,979,000	537,026	2,441,974	2,538,533
Total Expenditures	2,979,000	2,979,000	543,619	2,435,381	2,547,393
Excess Revenues Over (Under) Expenditures	(2,079,000)	(2,079,000)	2,234,791	4,313,791	243,765
Other Financing Sources (Uses)					
Transfers Out	(50,000)	(50,000)	(200,000)	(150,000)	(25,958)
Net Change in Fund Balance	(2,129,000)	(2,129,000)	2,034,791	4,163,791	217,807
Fund Balance, *Beginning of Year*	10,732,306	10,732,306	11,102,202	369,896	10,868,806
Fund Balance, *End of Year*	$ 8,603,306	$ 8,603,306	$ 13,136,993	$ 4,533,687	$ 11,086,613

See Accompanying Independent Auditor's Report.

Supplementary Information

Town of Johnstown, Colorado

Combining Balance Sheet
Nonmajor Governmental Funds
December 31, 2024

	Library Fund	Cemetery Fund	Parks and Open Space Fund	Total
Assets				
Cash and Cash Equivalents	$ 13,951,000	$ 182,332	$ 9,074,143	$ 23,207,475
Restricted Cash and Cash Equivalents	-	-	25,540	25,540
Accounts Receivable*, Net*	62,666	22,285	81,530	166,481
Due from Other Funds	-	3,155	-	3,155
Prepaid Expenses	-	-	1,026	1,026
Total Assets	$ 14,013,666	$ 207,772	$ 9,182,239	$ 23,403,677
Liabilities				
Accounts Payable	$ -	$ -	$ 189,066	$ 189,066
Accrued Liabilities	1,752	-	2,664	4,416
Accrued Salaries	14,361	-	13,071	27,432
Total Liabilities	16,113	-	204,801	220,914
Fund Balance				
Unspendable	-	-	1,026	1,026
Restricted for:				
Culture and Recreation	13,997,553	-	-	13,997,553
Parks and Recreation	-	-	8,976,412	8,976,412
Cemetery Maintenance	-	207,772	-	207,772
Unrestricted, Unassigned	-	-	-	-
Total Fund Balance	13,997,553	207,772	8,977,438	23,182,763
Total Liabilities and Fund Balance	$ 14,013,666	$ 207,772	$ 9,182,239	$ 23,403,677

See Accompanying Independent Auditor's Report.

Town of Johnstown, Colorado

Combining Statement of Revenues, Expenditures and Changes in Fund Balance
Nonmajor Governmental Funds
December 31, 2024

	Library Fund	Cemetery Fund	Parks and Open Space Fund	Total
Revenues				
Licenses and Permits	$ -	$ -	$ 382,737	$ 382,737
Intergovernmental	2,201,244	-	1,643,774	3,845,018
Charges for Services	-	-	83,202	83,202
Investment Income	533,398	6,689	231,828	771,915
Donations	7,200	-	-	7,200
Miscellaneous	2,261	14,873	(1,519)	15,615
Total Revenues	2,744,103	21,562	2,340,022	5,105,687
Expenditures				
Current				
Culture and Recreation	1,379,121	-	1,046,349	2,425,470
Capital Outlay	13,000	-	2,175,621	2,188,621
Total Expenditures	1,392,121	-	3,221,970	4,614,091
Excess Revenues Over (Under) Expenditures	1,351,982	21,562	(881,948)	491,596
Other Financing Sources (Uses)				
Transfers (In)	2,035,150	-	1,340,000	3,375,150
Other Financing Sources (Uses)	2,035,150	-	1,340,000	3,375,150
Net Change in Fund Balance	3,387,132	21,562	458,052	3,866,746
Fund Balance, *Beginning of Year*	10,610,421	186,210	8,519,386	19,316,017
Fund Balance, *End of Year*	$ 13,997,553	$ 207,772	$ 8,977,438	$ 23,182,763

See Accompanying Independent Auditor's Report.

Town of Johnstown, Colorado

Budgetary Comparison Schedule
Library Fund
For the Year Ended December 31, 2024

	2024				
	Original Budget	Final Budget	Actual	Variance *Positive (Negative)*	2023 Actual
Revenues					
Library Facilities Fee	$ 373,950	$ 373,950	$ 918,921	$ 544,971	$ 811,820
Intergovernmental Revenue	-	-	1,282,323	1,282,323	827,941
Investment Income	500,000	500,000	533,398	33,398	368,723
Donations	3,500	3,500	7,200	3,700	3,505
Miscellaneous	1,302,842	1,302,842	2,261	(1,300,581)	10,500
Total Revenues	2,180,292	2,180,292	2,744,103	563,811	2,022,489
Expenditures					
Culture and Recreation	2,161,500	2,161,500	1,379,121	782,379	989,409
Capital Outlay	-	-	13,000	(13,000)	127,324
Total Expenditures	2,161,500	2,161,500	1,392,121	769,379	1,116,733
Excess Revenues Over (Under) Expenditures	18,792	18,792	1,351,982	1,333,190	905,756
Other Financing Sources (Uses)					
Transfers In	2,304,387	2,304,387	2,035,150	(269,237)	1,164,726
Net Change in Fund Balance	2,323,179	2,323,179	3,387,132	1,063,953	2,070,482
Fund Balance, *Beginning of Year*	10,349,738	10,349,738	10,610,421	260,683	8,539,939
Fund Balance, *End of Year*	$ 12,672,917	$ 12,672,917	$ 13,997,553	$ 1,324,636	$ 10,610,421

See Accompanying Independent Auditor's Report.

Town of Johnstown, Colorado

Budgetary Comparison Schedule
Cemetery fund
For the Year Ended December 31, 2024

	2024				
	Original Budget	Final Budget	Actual	Variance *Positive (Negative)*	2023 Actual
Revenues					
Investment Income	$ 3,600	$ 3,600	$ 6,689	$ 3,089	$ 6,250
Miscellaneous (Sales of Lots)	12,560	12,560	14,873	2,313	11,272
Total Revenues	16,160	16,160	21,562	5,402	17,522
Net Change in Fund Balance	16,160	16,160	21,562	5,402	17,522
Fund Balance, *Beginning of Year*	187,098	187,098	186,210	(888)	168,688
Fund Balance, *End of Year*	$ 203,258	$ 203,258	$ 207,772	$ 4,514	$ 186,210

See Accompanying Independent Auditor's Report.

Town of Johnstown, Colorado

Budgetary Comparison Schedule
Parks and Open Space Fund
For the Year Ended December 31, 2024

	2024				
	Original Budget	Final Budget	Actual	Variance *Positive (Negative)*	2023 Actual
Revenues					
Licenses and Permits	$ 89,600	$ 89,600	$ 382,737	$ 293,137	$ 238,026
Intergovernmental Revenue	1,035,850	1,035,850	1,643,774	607,924	1,445,037
Charges for Services	40,000	40,000	83,202	43,202	64,377
Investment Income	54,000	54,000	231,828	177,828	247,635
Miscellaneous	1,000	1,000	(1,519)	(2,519)	6,168
Total Revenues	1,220,450	1,220,450	2,340,022	1,119,572	2,001,243
Expenditures					
Culture and Recreation	1,621,450	1,621,450	1,046,349	575,101	798,678
Capital Outlay	*2,426,000*	3,206,547	2,175,621	1,030,926	857,870
Total Expenditures	4,047,450	4,827,997	3,221,970	1,606,027	1,656,548
Excess Revenues Over (Under) Expenditures	(2,827,000)	(3,607,547)	(881,948)	2,725,599	344,695
Other Financing Sources (Uses)					
Transfers In	1,140,000	1,140,000	1,340,000	200,000	50,000
Net Change in Fund Balance	(1,687,000)	(2,467,547)	458,052	2,925,599	394,695
Fund Balance, *Beginning of Year*	6,247,479	6,247,479	8,519,386	2,271,907	8,124,691
Fund Balance, *End of Year*	$ 4,560,479	$ 3,779,932	$ 8,977,438	$ 5,197,506	$ 8,519,386

See Accompanying Independent Auditor's Report.

Town of Johnstown, Colorado

Budgetary Comparison Schedule
Water Fund
For the Year Ended December 31, 2024

	2024				
	Original Budget	Final Budget	Actual	Variance *Positive (Negative)*	2023 Actual
Revenues					
Charges for Services	$ 8,746,925	$ 8,746,925	$ 14,455,953	$ 5,709,028	$ 9,409,882
Contributions	-	-	11,977,716	11,977,716	25,350,000
Investment Income	250,000	250,000	2,254,811	2,004,811	1,172,402
Miscellaneous Revenue	72,125,000	72,125,000	392,312	(71,732,688)	781,271
Total Revenues	81,121,925	81,121,925	29,080,792	(52,041,133)	36,713,555
Expenses					
Administration	304,100	304,100	212,099	92,001	243,555
Operations and Maintenance	3,221,050	3,221,050	3,318,825	(97,775)	2,980,539
Collection and Distribution	7,041,900	7,041,900	1,196,554	5,845,346	768,220
Capital Outlay	31,200,000	31,200,000	30,765,878	434,122	41,619,139
Debt Services					
Principal	187,000	187,000	1,220,000	(1,033,000)	855,000
Interest	-	-	969,799	(969,799)	-
Cost of Debt Issuance	1,800,000	1,800,000	612,165	1,187,835	-
Total Expenses	43,754,050	43,754,050	38,295,320	5,458,730	46,466,453
Net Operating Income	37,367,875	37,367,875	(9,214,528)	(46,582,403)	(9,752,898)
Nonoperating Revenues (Expenses)					
Tap Fees	1,397,933	1,397,933	4,372,587	2,974,654	3,235,764
Transfers Out	50,700,000	50,700,000	(70,000)	(50,770,000)	(600,000)
Total Nonoperating Revenues (Expenses)	52,097,933	52,097,933	4,302,587	(47,795,346)	2,635,764
Change in Net Position, *Budgetary Basis*	$ 89,465,808	$ 89,465,808	(4,911,941)	$ (94,377,749)	(7,117,134)
Reconciliation to GAAP Basis					
Capital Outlay Capitalized			30,765,878		41,619,139
Debt Service Principal			365,000		855,000
Depreciation			(806,010)		(552,358)
Change in Net Position, *GAAP Basis*			$ 25,412,927		$ 34,804,647

See Accompanying Independent Auditor's Report.

Town of Johnstown, Colorado

Budgetary Comparison Schedule
Wastewater Fund
For the Year Ended December 31, 2024

	2024				
	Original Budget	Final Budget	Actual	Variance *Positive (Negative)*	2023 Actual
Revenues					
Charges for Services	$ 3,795,000	$ 3,795,000	$ 4,349,163	$ 554,163	$ 3,397,665
Investment Income	500,000	500,000	3,376,653	2,876,653	3,412,112
Miscellaneous Revenue	25,000	25,000	12,230	(12,770)	47,697
Transfers In	-	-	-	-	49,400,000
Total Revenues	4,320,000	4,320,000	7,738,046	3,418,046	56,257,474
Expenses					
Administration	292,100	292,100	206,003	86,097	226,678
Operations and Maintenance	2,400,700	2,400,700	1,748,291	652,409	1,720,253
Collection and Distribution	13,763,240	13,763,240	505,329	13,257,911	397,057
Capital Outlay	28,585,000	28,585,000	26,490,906	2,094,094	32,769,676
Debt Services					
Principal	-	-	153,000	(153,000)	332,088
Interest	1,912,650	1,912,650	1,356,793	555,857	1,621,062
Total Expenses	46,953,690	46,953,690	30,460,322	16,493,368	37,066,814
Net Operating Income	(42,633,690)	(42,633,690)	(22,722,276)	19,911,414	19,190,660
Nonoperating Revenues (Expenses)					
Tap Fees	2,793,775	2,793,775	6,111,241	3,317,466	2,743,144
Intergovernmental	1,345,000	1,345,000	3,287,200	1,942,200	2,564,500
Transfers Out	-	-	(2,559,808)	(2,559,808)	-
Total Nonoperating Revenues (Expenses)	4,138,775	4,138,775	6,838,633	2,699,858	5,307,644
Change in Net Position, *Budgetary Basis*	$ (38,494,915)	$ (38,494,915)	(15,883,643)	$ 22,611,272	24,498,304
Reconciliation to GAAP Basis					
Capital Outlay Capitalized			26,490,906		32,769,676
Debt Service Principal			855,000		332,088
Depreciation			(750,722)		(629,721)
Change in Net Position, *GAAP Basis*			$ 10,711,541		$ 56,970,347

See Accompanying Independent Auditor's Report.

Town of Johnstown, Colorado

Budgetary Comparison Schedule
Drainage Fund
For the Year Ended December 31, 2024

	2024				
	Original Budget	Final Budget	Actual	Variance *Positive (Negative)*	2023 Actual
Revenues					
Charges for Services	$ 525,000	$ 525,000	$ 578,337	$ 53,337	$ 531,028
Investment Income	40,000	40,000	155,107	115,107	166,439
Miscellaneous	457,560	457,560	-	(457,560)	-
Total Revenues	1,022,560	1,022,560	733,444	(289,116)	697,467
Expenses					
Administration	23,730	164,390	145,330	19,060	134,104
Operations and Maintenance	230,000	1,160,100	211,104	948,996	198,676
Capital Outlay	1,038,400	1,038,400	646,323	392,077	39,307
Total Expenses	1,292,130	2,362,890	1,002,757	1,360,133	372,087
Net Operating Income	(269,570)	(1,340,330)	(269,313)	1,071,017	325,380
Nonoperating Revenues (Expenses)					
Intergovernmental	-	-	164,207	164,207	-
Impact Fees	220,000	220,000	568,456	348,456	157,540
Transfers Out	-	-	(10,000)	(10,000)	(250,000)
Total Nonoperating Revenues (Expenses)	220,000	220,000	722,663	502,663	(92,460)
Change in Net Position, *Budgetary Basis*	$ (269,570)	$ (1,340,330)	453,350	$ 1,573,680	232,920
Reconciliation to GAAP Basis					
Capital Outlay Capitalized			646,323		39,307
Depreciation			(42,989)		(41,676)
Change in Net Position, *GAAP Basis*			$ 1,056,684		$ 230,551

See Accompanying Independent Auditor's Report.

Compliance Section

State Compliance

Form Approved
The public report burden for this information collection is estimated to average 380 hours annually. OMB No. 2125-0032

LOCAL HIGHWAY FINANCE REPORT	STATE: COLORADO
	YEAR ENDING (mm/yy): 12/24

This Information From The Records Of:	Prepared By:
Johnstown	Devon McCarty

I. DISPOSITION OF HIGHWAY-USER REVENUES AVAILABLE FOR LOCAL GOVERNMENT EXPENDITURE

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

II. RECEIPTS FOR ROAD AND STREET PURPOSES

ITEM	AMOUNT
A. Receipts from local sources:	
1. Local highway-user taxes	
a. Motor Fuel (from Item I.A.5.)	
b. Motor Vehicle (from Item I.B.5.)	
c. Total (a.+b.)	
2. General fund appropriations	
3. Other local imposts (from page 2)	$ 9,632,323.00
4. Miscellaneous local receipts (from page 2)	$ -
5. Transfers from toll facilities	
6. Proceeds of sale of bonds and notes:	
a. Bonds - Original Issues	
b. Bonds - Refunding Issues	
c. Notes	
d. Total (a. + b. + c.)	$ -
7. Total (1 through 6)	$ 9,632,323.00
B. Private Contributions	
C. Receipts from State government	
(from page 2)	$ 881,196.06
D. Receipts from Federal Government	
(from page 2)	$ -
E. Total receipts (A.7 + B + C + D)	$ 10,513,519.06

III. EXPENDITURES FOR ROAD AND STREET PURPOSES

ITEM	AMOUNT
A. Local highway expenditures:	
1. Capital outlay (from page 2)	$ 848,381.68
2. Maintenance:	$ 4,509,230.19
3. Road and street services:	
a. Traffic control operations	$ -
b. Snow and ice removal	$ 64,379.56
c. Other	
d. Total (a. through c.)	$ 64,379.56
4. General administration & miscellaneous	$ 8,447.82
5. Highway law enforcement and safety	
6. Total (1 through 5)	$ 5,430,439.25
B. Debt service on local obligations:	
1. Bonds:	
a. Interest	
b. Redemption	
c. Total (a. + b.)	$ -
2. Notes:	
a. Interest	
b. Redemption	
c. Total (a. + b.)	$ -
3. Total (1.c + 2.c)	$ -
C. Payments to State for highways	
D. Payments to toll facilities	
E. Total expenditures (A.6 + B.3 + C + D)	$ 5,430,439.25

IV. LOCAL HIGHWAY DEBT STATUS

(Show all entries at par)

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

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

A. Beginning Balance	B. Total Receipts	C. Total Disbursements	D. Ending Balance	E. Reconciliation
$ 9,441,494.41	$ 10,513,519.06	$ 5,430,439.25	$ 14,524,574.22	$ -

Notes and Comments:

LOCAL HIGHWAY FINANCE REPORT	STATE: COLORADO YEAR ENDING (mm/yy): 12/24

II. RECEIPTS FOR ROAD AND STREET PURPOSES - DETAIL

ITEM	AMOUNT	ITEM	AMOUNT
A.3. Other local imposts:		**A.4. Miscellaneous local receipts:**	
a. Property Taxes and Assessments		a. Interest on investments	
b. Other local imposts:		b. Traffic Fines & Penalties	
1. Sales Taxes	$ 2,963,812.25	c. Parking Garage Fees	
2. Infrastructure & Impact Fees	$ 2,341,258.94	d. Parking Meter Fees	
3. Liens		e. Sale of Surplus Property	
4. Licenses		f. Charges for Services	
5. Specific Ownership &/or Other	$ 4,327,251.81	g. Other Misc. Receipts	
6. Total (1. through 5.)	$ 9,632,323.00	h. Other	
c. Total (a. + b.)	$ 9,632,323.00	i. Total (a. through h.)	$ -
(Carry forward to page 1)		***(Carry forward to page 1)***	

ITEM	AMOUNT	ITEM	AMOUNT
C. Receipts from State Government		**D. Receipts from Federal Government**	
1. Highway-user taxes (from Item I.C.5.)	$ 680,892.25	1. FHWA (from Item I.D.5.)	
2. State general funds		2. Other Federal agencies:	
3. Other State funds:		a. Forest Service	
a. State bond proceeds		b. FEMA	
b. Project Match		c. HUD	
c. Motor Vehicle Registrations	$ 66,218.41	d. Federal Transit Administration	
d. DOLA Grant	$ 134,085.40	e. U.S. Corps of Engineers	
e. Other		f. Other Federal ARPA	
f. Total (a. through e.)	$ 200,303.81	g. Total (a. through f.)	$ -
4. Total (1. + 2. + 3.f)	$ 881,196.06	3. Total (1. + 2.g)	$ -
(Carry forward to page 1)		***(Carry forward to page 1)***	

III. EXPENDITURES FOR ROAD AND STREET PURPOSES - DETAIL

	ON NATIONAL HIGHWAY SYSTEM (a)	OFF NATIONAL HIGHWAY SYSTEM (b)	TOTAL (c)
A.1. Capital outlay:			
a. Right-Of-Way Costs			$ -
b. Engineering Costs			$ -
c. Construction:			
(1). New Facilities			$ -
(2). Capacity Improvements			$ -
(3). System Preservation			$ -
(4). System Enhancement And Operation		$ 848,381.68	$ 848,381.68
(5). Total Construction (1)+(2)+(3)+(4)	$ -	$ 848,381.68	$ 848,381.68
d. Total Capital Outlay (Lines 1.a. + 1.b. + 1.c.4)	$ -	$ 848,381.68	$ 848,381.68

(Carry forward to page 1)

Notes and Comments:

FORM FHWA-536

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

Town Council Consent Agenda Communication

Agenda Date: July 21, 2025

Subject: Resolution 2025-18 Approving Declaring the Intent of the Town of Johnstown, Colorado to Issue Revenue Bonds in Connection with Financing Residential Facilities for Low- & Middle- Income

Attachments:
1. Resolution 2025-18
2. 2025 PAB Johnstown Allocation Letter
3. 2025 Johnstown Carryforward PAB Certificate

Presented by: Sarah Crosthwaite, Economic Development Manager

Agenda Item Description:

Enclosed for your review and consideration is Resolution 2025-18 Declaring the Intent of the Town of Johnstown, Colorado to Issue Revenue Bonds in Connection with Financing Residential Facilities for Low- & Middle- Income Families or Persons.

For reference the Town has received the following allocations in Private Activity Bonds (PAB) from the Colorado Department of Local Affairs (DOLA):

Allocation Year	PAB Cap	Elected to Carryforward
2023	$1,085,227	Yes, Resolution 2023-31 Adopted 08/21/23
2024	$1,128,338	Yes, Resolution 2024-33 Adopted 07/15/24
2025	$1,262,196	Staff is requesting to carryforward via adoption of Resolution 2025-18

The allocation amounts are determined utilizing population estimates. The Town would like to utilize the PABs for a future affordable housing project. Per Internal Revenue Code, the Town can carryforward up to three years of PAB allocations and by the 4th year issue the bonds to fund a qualifying project. The Town is assuming we will continue to receive a PAB allocation for the next year.

The intent of Resolution 2025-18 is not to issue the allocated PABs this year but instead continue to build up a reserve while also finding additional capital to fund an affordable housing project.

The Town has applied for and/or received Private Activity Bonds (PABs) from other

municipalities/counties to help build our reserve:

Municipality/County	Allocation Request Year	PAB Bond Cap	Application Status
Weld County	2025	$3,953,897	Awarded
Town of Firestone	2025	$2,400,000	In Review

The Town is exploring a potential project with a development group who is considering a 135-175-unit affordable housing project in Johnstown. This project is still in the preliminary stages, and the Town has not committed any of its PABs to the project or developer. However, the Town is required to identify a project or potential project when requesting to carryforward its allocation or submitting to another municipality for a PAB Bond Cap. The potential project will serve to benefit residents of the Town and provide safe, reliable, and affordable housing.

As required per DOLA, the Town has identified a firm to serve as the bond counsel. Kutak Rock LLP has reviewed the Resolution to ensure compliance with DOLA and the IRS.

Strategic Plan Alignment:

Natural & Built Environment

- Support a broad range of housing options

Legal Advice:

The Town Attorney and Bond Counsel Kutak Rock LLP have reviewed Resolution 2025-18.

Financial Advice:

Bond Counsel Kutak Rock LLP will file with the Internal Revenue Service in February 2026, Form 8328 as required.

Recommended Action:

Approve Resolution 2025-18 Declaring the Intent of the Town of Johnstown, Colorado to Issue Revenue Bonds in Connection with Financing Residential Facilities for Low- & Middle- Income.

Reviewed and Approved for Presentation

Town Manager

TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2025-18

A RESOLUTION DECLARING THE INTENT OF THE TOWN OF JOHNSTOWN, COLORADO TO ISSUE REVENUE BONDS IN CONNECTION WITH FINANCING RESIDENTIAL FACILITIES FOR LOW-AND MIDDLE-INCOME FAMILIES OR PERSONS

WHEREAS, the Town of Johnstown, Colorado (the "Town"), a Colorado home rule municipality, duly organized and existing under the laws of the State of Colorado and the Town's Home Rule Charter, has been awarded $1,262,196 (the "2025 Allocation") of 2025 private activity bond volume cap allocation for the State of Colorado (the "State") and its issuing authorities (the "State Ceiling") computed under Section 146(d) of the Internal Revenue Code of 1986, as amended (the "Code"), and under the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes, as amended (the "Allocation Act"), for use in the issuance of private activity bonds; and

WHEREAS, the County and Municipality Development Revenue Bond Act, constituting Article 3 of Title 29, Colorado Revised Statutes, as amended (the "Act"), and the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, Colorado Revised Statutes, as amended (the "Supplemental Act"), authorizes the Town to finance or refinance one or more projects to the end that residential facilities for low- and middle-income families or persons, intended for use as the sole place of residence by the owners or intended occupants, may be provided in order to promote the public health, welfare, safety, convenience and prosperity; and

WHEREAS, in order to carryforward the Town's 2025 Allocation, the Town wishes to declare its intention to issue revenue bonds, in one or more series, in connection with financing residential facilities for low- and middle-income families or persons intended for use as the sole place of residence by the owners or intended occupants thereof, which facilities will be located within the boundaries of the Town and other participating jurisdictions (the "Projects"); and

WHEREAS, the Town intends to issue revenue bonds, in one or more series, in an amount not to exceed $1,262,196 of its direct private activity bond volume cap allocation for 2025 (plus any additional amounts that the Town may be awarded from the statewide balance pursuant to the Allocation Act); and

WHEREAS, such private activity bond volume cap allocation shall be utilized by the Town pursuant to the Allocation Act;

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

Section 1. In order to benefit the residents of the Town, the Town hereby declares its intent to issue its revenue bonds to finance Projects in one or more series (the "Bonds") in an aggregate principal amount not to exceed $1,262,196 (plus any additional amounts that the Town may be awarded from the statewide balance pursuant to the Allocation Act), which shall be used in connection with financing residential facilities for low- and middle-income families or persons

intended for use as the sole place of residence of the owners or intended occupants thereof, which residential facilities shall be located within the boundaries of the Town and other participating jurisdictions.

Section 2. In connection with the management and preservation of the Town's private activity bond volume cap allocations, the Town is hereby authorized to execute any Internal Revenue Service ("IRS") form and to enter into assignment agreements and delegation agreements with other Colorado "issuing authorities" as defined in Section 24-32-1703(12), Colorado Revised Statutes, as amended. The Town Manager and any other appropriate officer of the Town is hereby authorized and directed to execute any such IRS form and to execute and deliver any assignment agreements or delegation agreements and any other documents that are necessary in order to manage and preserve the Town's private activity bond volume cap allocations. It is the specific intent of the Town Council (the "Council") that this Resolution shall also apply to any amounts that are awarded to the Town from the statewide balance or other issuing authorities pursuant to the Allocation Act. The appropriate officers of the Town are hereby authorized to apply for an award from the statewide balance pursuant to the Allocation Act.

Section 3. The Council hereby finds, determines, recites and declares that the Bonds shall not constitute any multiple-fiscal year or indirect debt or other financial obligation whatsoever of the Town or the State or any political subdivision of the State within the meaning of any provision or limitation of the State Constitution or statutes, and the Bonds shall not constitute or give rise to a pecuniary liability of the Town or a charge against the Town's general credit or taxing powers, or ever be deemed to be an obligation or agreement of any council member, officer, director, agent or employee of the Town in such person's individual capacity, and none of such persons shall be subject to any personal liability by reason of the issuance of the Bonds.

Section 4. The Council hereby finds, determines, recites and declares that the issuance of the Bonds in connection with financing such residential facilities will promote the public purposes set forth in the Act, including, without limitation, assisting persons or families of low- and middle-income in obtaining adequate, safe and sanitary housing.

Section 5. The Council hereby finds, determines, recites and declares the Town's intent that this Resolution constitutes an official indication of the present intention of the Town to issue the Bonds, as herein provided.

Section 6. All actions not inconsistent with the provisions of this Resolution heretofore taken by the Board or any officer or employee of the Town in furtherance of the issuance of the Bonds are hereby ratified, approved and confirmed.

Section 7. All prior acts, orders or resolutions, or parts thereof, of the Town in conflict with this Resolution are hereby repealed, except that this repealer shall not be construed to revive an act, order or resolution, or part thereof, heretofore repealed.

Section 8. If any section, paragraph, clause or provision of this Resolution shall be adjudged to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining sections, paragraphs, clauses or provisions of this Resolution.

Section 9. All bylaws, orders or resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency, and, if so repealed, no other bylaw, order or resolution, or part thereof, shall be revived.

Section 10. The Council hereby appoints Kutak Rock LLP as bond counsel in connection with the issuance of the Bonds.

Section 11. This Resolution shall take effect immediately upon its adoption.

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PASSED, SIGNED, APPROVED AND ADOPTED this 21st day of July, 2025.

TOWN OF JOHNSTOWN, COLORADO

_____
Michael P. Duncan, Mayor

[SEAL]

ATTEST:

_____
Meghan Martinez, Town Clerk

COLORADO
Department of Local Affairs
Division of Housing

January 15, 2025

Matt LeCerf
Town Manager
Johnstown

Re: Private Activity Bond Allocation of $1,262,196

Dear Matt LeCerf:

I hereby certify that the above amount will be allocated to the respective local government for the purpose of issuing Private Activity Bonds (PAB) in 2025 under the state ceiling imposed by the Internal Revenue Code of 1986, as amended.

In accordance with the provisions of C.R.S. 24-32-1709.5, a fee on bonds issued is due to DOLA for the portion of each issuance that originated from a direct allocation. The amount of this fee is subject to revision, but is currently 0.027% of bonds issued. This fee is also due within five working days of the bond closing. In the event that the full allocation amount is not issued, or the fee rate changes, the fee will be recalculated to reflect the actual amount issued and the rate in effect at the time of closing.

If you have any questions, please contact Lisa Blakeney (720) 557-2112 or dola_pab@state.co.us.

Sincerely,

Maria De Cambra
Executive Director

CERTIFICATE REQUIRED BY SECTION 24-32-1709(2)(c)
OF THE COLORADO REVISED STATUTES, AS AMENDED

As an official of the Town of Johnstown responsible for the supervision of the issuance of its private activity bonds (the "Bonds"), I DO HEREBY CERTIFY that the Town of Johnstown will proceed with diligence to insure the issuance of such Bonds within the time period from the date of the Department of Local Affairs 2025 private activity bond volume cap allocation award letter to December 31, 2028.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of _____, 2025.

TOWN OF JOHNSTOWN

By _____
Matt LeCerf, Town Manager

4915-2314-4770.1

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

Town Council Consent Agenda Communication

Agenda Date: July 21, 2025

Subject: Metro Denver Economic Development Corporation (MDEDC) Code of Ethics Agreement

Attachments: 1. MDEDC Code of Ethics Agreement

Presented by: Sarah Crosthwaite, Economic Development Manager

Agenda Item Description:

Enclosed for your review is the Metro Denver Economic Development Corporation (MDEDC) Code of Ethics agreement. This document outlines a shared commitment among Metro Denver Front Range communities to uphold ethical standards in economic development, with a focus on a "Colorado First" strategy that strengthens our collective competitiveness.

The Town has long operated under these principles through its partnership with MDEDC and neighboring communities. We actively collaborate when receiving business prospects, submitting potential sites, and providing regional data to streamline the site selection process.

While Northern Colorado municipalities have historically followed these ethics through Upstate Colorado, MDEDC is now requesting that each municipality formally sign the agreement to reaffirm this commitment and regional partnership. It's important to note that communities failing to adhere to the Code may risk exclusion from receiving future business leads or referrals, as maintaining trust and integrity is essential in economic development.

Below is a concise summary of the MDEDC Code of Ethics each partner agrees to uphold:

- Promote Colorado First: Market the region collectively before individual communities.
- Fair Site Evaluation: Consider all key factors equitably to match client needs.
- Trust & Transparency: Foster collaboration through openness and respect.
- Protect Confidentiality: Keep shared and client information private; notify peers of relocations.
- Respectful Competition: Healthy competition is encouraged only when prospects request proposals or have selected a location.
- No Poaching: Don't solicit another community's prospects.
- Partnership with Real Estate: Economic developers collaborate with, not compete against, the real estate community in site selection efforts.
- Share Information: Communicate relevant updates with MDEDC and the communities
- Positive Promotion: Members must not disparage other communities and should avoid encouraging intrastate relocations.

- Refer Regionally: Help place prospects elsewhere in communities if needed.
- Confidential Property Information: Site and building data provided by brokers must be kept strictly confidential and only shared with qualified prospects.

Town Staff remains committed to upholding these principles and supporting a regional first approach to economic development. We recognize that our community benefits when our State and region continue to prosper, and we ensure strong regional collaboration and partnerships. Approval of this document will authorize our Economic Development Director to sign the Code of Ethics.

Strategic Plan Alignment:

Healthy & Resilient Economy

- Cultivate local and regional partnerships that ensure the long term success and growth of Northern Colorado

Legal Advice:

N/A

Financial Advice:

N/A

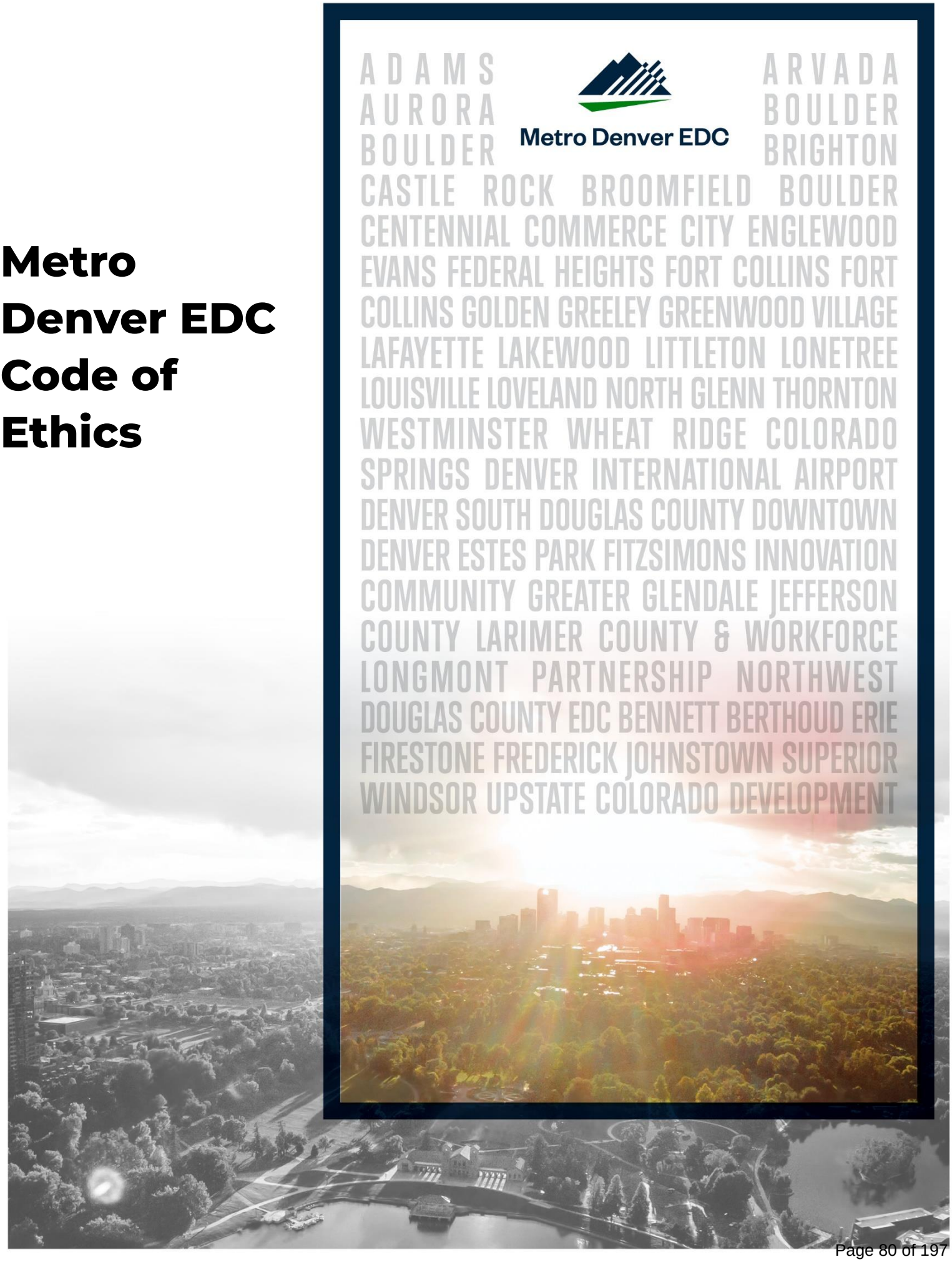
Recommended Action:

Approve the MDEDC Code of Ethics

Reviewed and Approved for Presentation

Town Manager

Metro Denver EDC Code of Ethics



Metro Denver EDC

1445 Market Street, Denver, CO 80202
Phone: 303-534-8500
MetroDenver.org

Metro Denver Economic Development Corporation Code of Ethics

The **Front Range Economic Collaborative (FREC)** is a regional alliance of economic development partners spanning 12 counties along Colorado's I-25 corridor, from the Wyoming border to Pueblo County. Under the leadership of the **Metro Denver Economic Development Corporation (MDEDC)**, all FREC members commit to a shared Code of Ethics that prioritizes transparency, collaboration over competition, and equitable treatment of communities. This code is the foundation of our partnership and ensures a unified, trusted voice in economic development.

FREC presents Colorado's Front Range as a single, cohesive region to national and global audiences, streamlining efforts to attract business, investment, and jobs. By working together, we strengthen our collective competitiveness and deliver long-term regional prosperity.

Code of Ethics:

1. Metro Denver EDC is dedicated to equitable consideration and promotion of the twelve county Metro Denver, Northern Colorado, and Southern Colorado region as competitive business locations for all potential investment opportunities. We are committed to the promotion of our region as a desirable business location for new and expanding companies. When representing FREC, we shall endeavor to sell "Colorado First" and our individual communities second.

2. When evaluating potential business locations for prospective clients, MDEDC will consider all location decision factors including project parameters, labor availability, logistics, unique local and regional assets, and other elements critical to a comprehensive review of viable locations best suited for clients' needs. MDEDC will be as inclusive and equitable as possible while maximizing the value to our prospective and existing businesses.

3. MDEDC will work collectively to maintain a high level of trust and integrity with state, regional, and local partners recognizing that through transparency of the location recommendation process, differing opinions and viewpoints are an opportunity to learn and improve FREC's competitive position.

4. We shall honor the confidentiality requested by both our fellow members of FREC and our prospects. Information shared with our fellow members in confidence shall remain in confidence. Transactions are to be driven by the client. In the event a company chooses to relocate from one community to another, every effort will be made to contact the affected community to inform them of the potential move. Violation of this commitment shall be viewed as the single most serious breach of our membership pledge to FREC.

5. We are committed to the concept of competition for locations and expansions among our individual communities and projects, provided that the prospect has asked for specific proposals or has settled on a location.

1445 Market Street, Denver, CO 80202
Phone: 303-534-8500
MetroDenver.org

6. At no time shall any member of FREC solicit a fellow member's prospects.

7. We are committed to working together with the real estate community and are in no way in direct competition with them. Economic developers are resources and facilitators in the site selection process.

8. We are committed to sharing among our membership as much information as is necessary and prudent on any activity undertaken by or in the name of the MDEDC or FREC. Our guiding principle shall be that "more information is better than less."

9. At no time shall any FREC member advertise or promote its respective area to companies within another member's geographic area in a manner that is derogatory or insulting to the other geographic area. "Selling against" another member of FREC or another Colorado community, or direct solicitation of intrastate relocations, is strongly discouraged and could result in a Code of Ethics violation.

10. We are committed to locating prospects in the FREC region. If our local jurisdictions cannot meet the needs of a particular prospect, we shall communicate with our fellow members to meet the prospect's needs elsewhere in the FREC area.

11. Economic development organizations shall hold all site and building information provided to the MDEDC by member real estate brokerage firms in the strictest confidence. Said information shall not be printed, copied, and shown in any manner to any entity other than prospects or their direct representatives.

Metro Denver Economic Development Corporation:

Signature: _____

Name: _____

Title: _____

Date: _____

Front Range Economic Collaborative Partner: ( )

Signature: _____

Name: _____

Title: _____

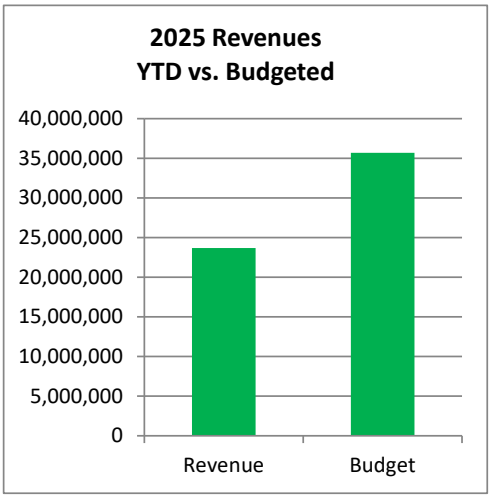
Date: _____

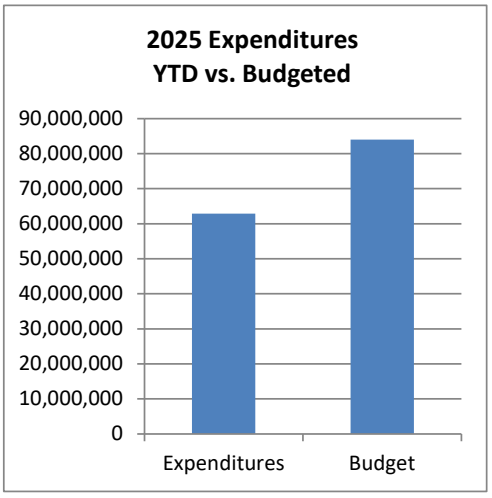
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - General Fund
Period Ending June 30, 2025
Unaudited

General Fund	2025 Actuals June	2025 Adopted Budget	% Complete
Beginning Fund Balance*	84,695,137	84,695,137	
Revenues:			
Taxes & Fees	18,586,124	31,531,138	58.9%
Licenses & Permits	2,085,359	2,541,100	82.1%
Fines & Forfeitures	126,942	275,000	46.2%
Intergovernmental	139,987	50,000	280.0%
Earnings on Investment	1,840,800	900,000	204.5%
Miscellaneous Revenue	900,788	400,000	225.2%
Transfers In	-	-	
Total Operating Revenues	23,680,001	35,697,238	66.3%
Expenditures:			
Legislative	326,826	3,426,660	9.5%
Town Manager	888,938	3,074,535	28.9%
Town Clerk	286,848	671,200	42.7%
Events	85,024	326,120	26.1%
Finance	465,118	997,330	46.6%
Planning	509,373	1,217,345	41.8%
Reimbursements	121,513	350,000	34.7%
Engineering	459,261	1,238,540	37.1%
Police	4,547,340	10,441,960	43.5%
Public Works	331,314	885,100	37.4%
Buildings	331,922	5,394,200	6.2%
Transfers Out	54,508,330	55,978,124	97.4%
Total Expenditures	62,861,806	84,001,114	74.8%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**(39,181,805)**	**(48,303,876)**	
Prior Period Adjustment			
Ending Fund Balance*	**45,513,332**	**36,391,261**	

** - Unaudited*

50% of the fiscal year has elapsed



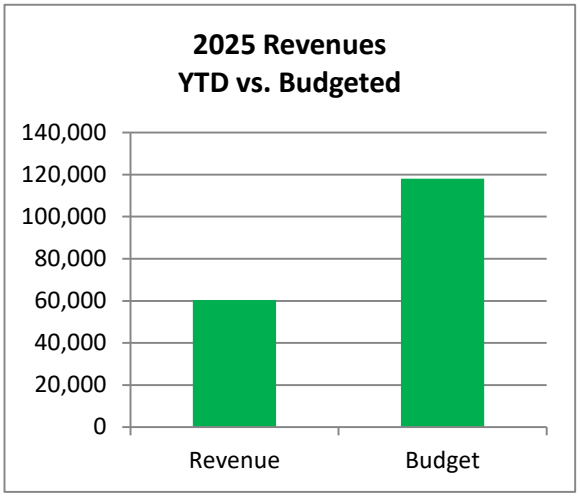


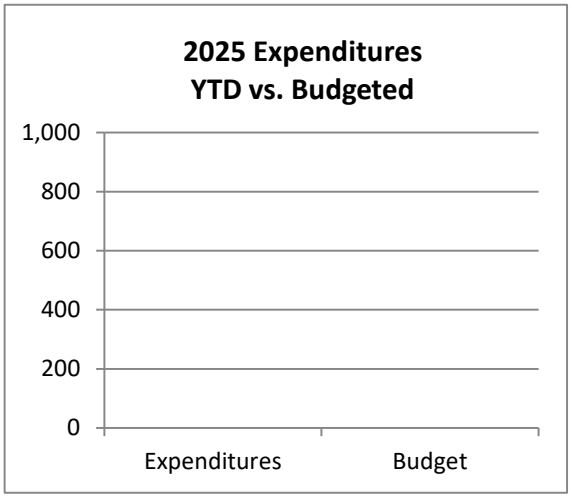
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Conservation Trust Fund
Period Ending June 30, 2025
Unaudited

Conservation Trust Fund	2025 Actuals June	2025 Adopted Budget	% Complete
Beginning Fund Balance*	25,540	25,540	
Revenues:			
Intergovernmental	56,689	115,000	49.3%
Earnings on Investment	3,718	3,000	123.9%
Transfers In	-	-	
Total Operating Revenues	60,407	118,000	51.2%
Expenditures:			
Operations	-	-	
Capital Outlay	-	-	
Transfers Out	-	-	
Total Expenditures	-	-	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**60,407**	**118,000**	
Ending Fund Balance*	**85,947**	**143,540**	

** - Unaudited*

50% of the fiscal year has elapsed



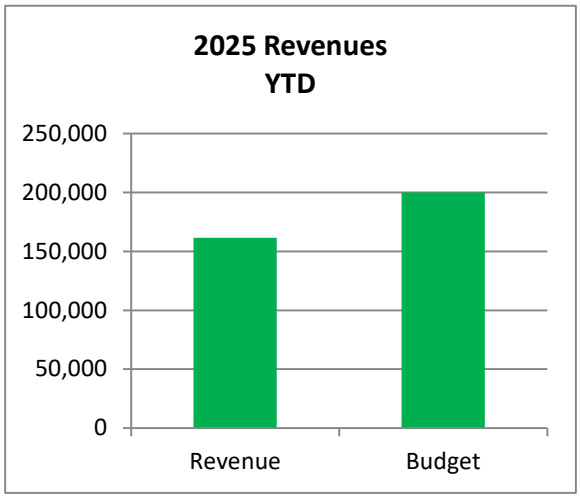


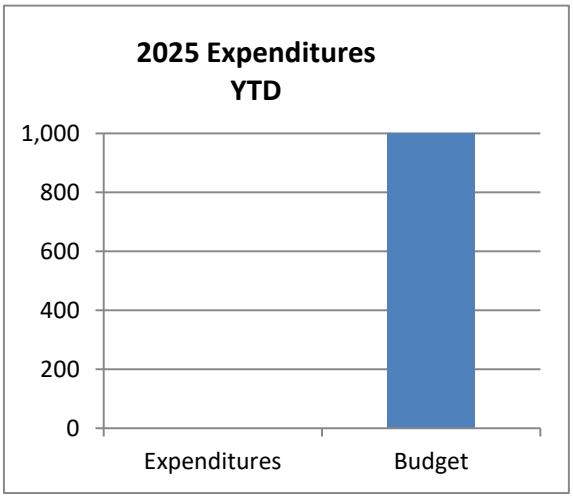
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Arts and Culture Fund
Period Ending June 30, 2025
Unaudited

Arts & Culture Fund	2025 Actuals June	2025 Adopted Budget	% Complete
Beginning Fund Balance*	430,126	430,126	
Revenues:			
Intergovernmental	158,581	200,000	79.3%
Earnings on Investment	2,877		
Total Operating Revenues	161,458	200,000	
Expenditures:			
Operations	-	-	
Capital Outlay	-	150,000	0.0%
Total Expenditures	-	150,000	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**161,458**	**50,000**	
Ending Fund Balance*	**591,584**	**480,126**	

** - Unaudited*

50% of the fiscal year has elapsed



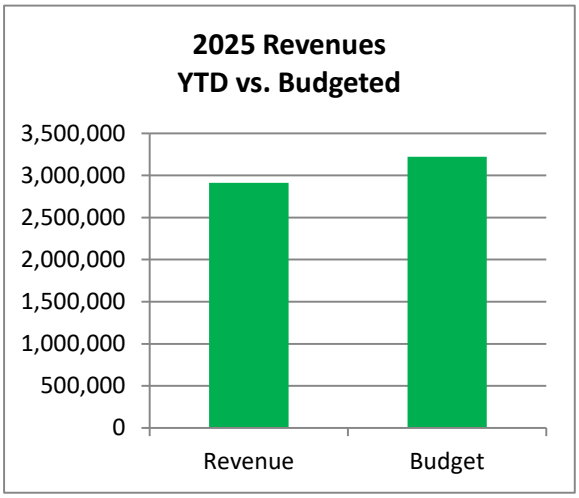


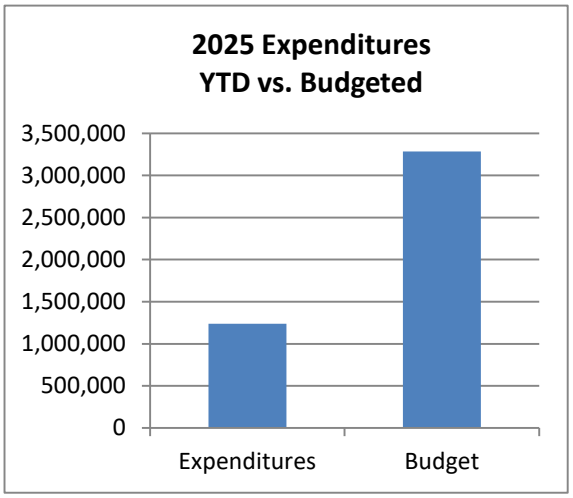
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Parks and Open Space Fund
Period Ending June 30, 2025
Unaudited

Parks and Open Space Fund	2025 Actuals June	2025 Adopted Budget	% Complete
Beginning Fund Balance*	8,760,894	8,760,894	
Revenues:			
Taxes & Fees	664,504	968,482	68.6%
License & Permit	895	500	179.0%
Earnings on Investment	58,360	75,000	77.8%
Miscellaneous Revenue	48,775	40,000	121.9%
Transfers In	2,140,000	2,140,000	100.0%
Total Operating Revenues	2,912,534	3,223,982	90.3%
Expenditures:			
Operations	553,603	1,272,140	43.5%
Capital Outlay	685,212	2,011,600	34.1%
Transfers Out	-	-	
Total Expenditures	1,238,814	3,283,740	37.7%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**1,673,719**	**(59,758)**	
Ending Fund Balance*	**10,434,613**	**8,701,136**	

** - Unaudited*

50% of the fiscal year has elapsed



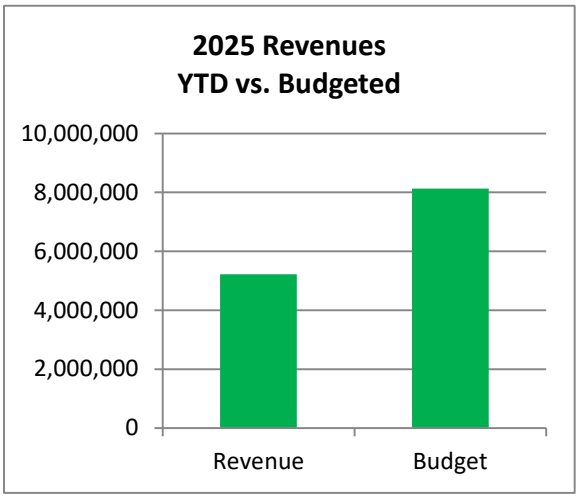


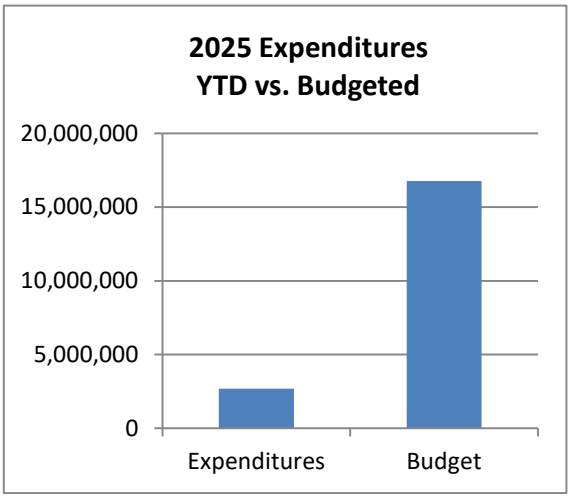
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Street and Alley Fund
Period Ending June 30, 2025
Unaudited

Street and Alley Fund	2025 Actuals June	2025 Adopted Budget	% Complete
Beginning Fund Balance*	26,672,762	26,672,762	
Revenues:			
Taxes & Fees	2,946,763	5,603,000	52.6%
Intergovernmental	105,700	130,000	81.3%
Charges for Services	583,020	1,050,000	55.5%
Capital Investment Fees	1,017,861	1,020,940	99.7%
Earnings on Investment	557,164	100,000	557.2%
Miscellaneous Revenues	10,628	225,000	4.7%
Tranfers In	-	-	
Total Operating Revenues	5,221,135	8,128,940	64.2%
Expenditures:			
Operations & Maintenance	1,460,575	5,875,260	24.9%
Capital	1,232,629	10,889,500	11.3%
Total Expenditures	2,693,204	16,764,760	16.1%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**2,527,931**	**(8,635,820)**	
Ending Fund Balance*	**29,200,693**	**18,036,942**	

** - Unaudited*

50% of the fiscal year has elapsed



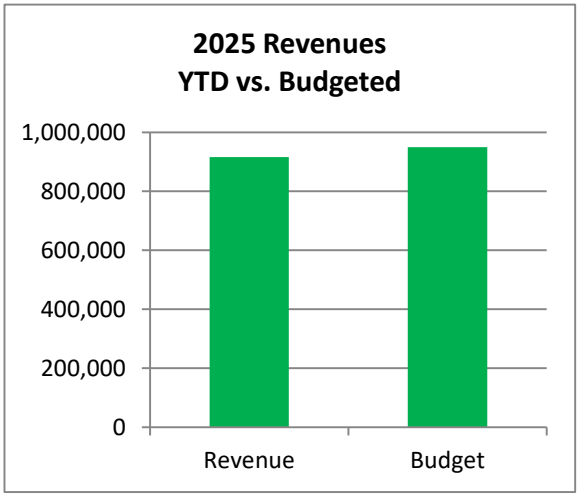


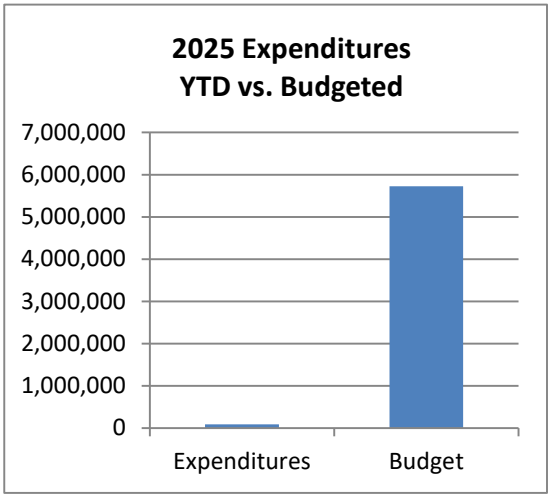
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Capital Projects Fund
Period Ending June 30, 2025
Unaudited

Capital Projects Fund	2025 Actuals June	2025 Adopted Budget	% Complete
Beginning Fund Balance*	13,154,908	13,154,908	
Revenues:			
Taxes and Fees	759,641	850,000	89.4%
Miscellaneous Revenue	-	-	
Interest	156,931	100,000	156.9%
Transfers In	-	-	
Total Operating Revenues	916,571	950,000	96.5%
Expenditures:			
Capital Outlay	91,607	5,723,000	
Transfers Out	-	-	
Total Expenditures	91,607	5,723,000	1.6%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**824,965**	**(4,773,000)**	
Ending Fund Balance*	**13,979,873**	**8,381,908**	

** - Unaudited*

50% of the fiscal year has elapsed



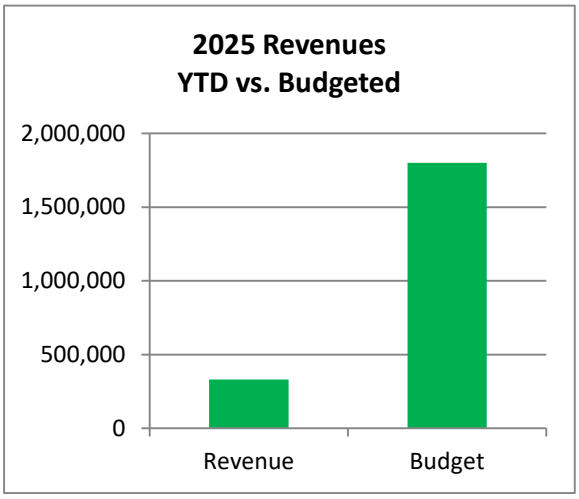


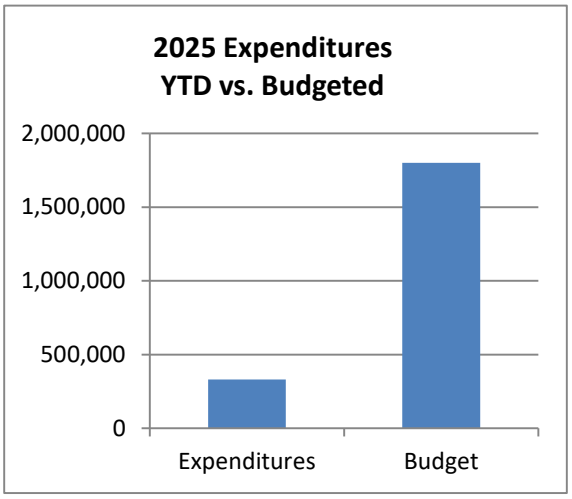
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Tax Allocation Fund
Period Ending June 30, 2025
Unaudited

Tax Allocation Fund	2025 Actuals June	2025 Adopted Budget	% Complete
Beginning Fund Balance*	41,435	41,435	
Revenues:			
Taxes & Fees	331,413	1,800,000	18.4%
Earnings on Investment	-	-	
Total Operating Revenues	331,413	1,800,000	18.4%
Expenditures:			
Miscellaneous	331,413	1,800,000	18.4%
Total Expenditures	331,413	1,800,000	18.4%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**-**	**-**	
Ending Fund Balance*	**41,435**	**41,435**	

** - Unaudited*

50% of the fiscal year has elapsed



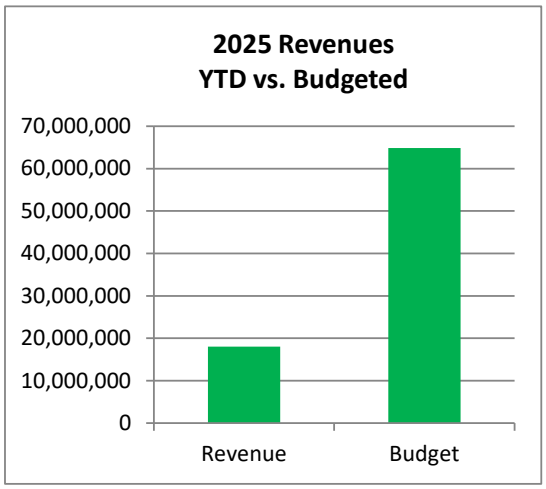


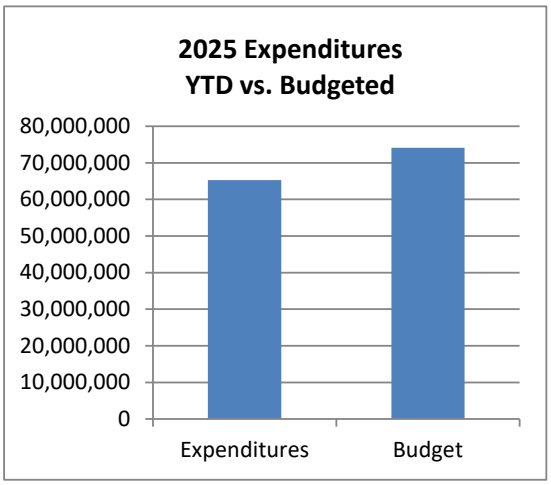
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Water Fund
Period Ending June 30, 2025
Unaudited

Water Fund	2025 Actuals June	2025 Adopted Budget	% Complete
Beginning Cash Balance*	102,695,349	102,695,349	
Revenues:			
Charges for Services	4,286,055	7,815,000	54.8%
Total Operating Revenues	4,286,055	7,815,000	54.8%
Expenses:			
Administration	182,036	358,050	50.8%
Operations	2,310,499	4,895,920	47.2%
Capital Outlay	9,923,520	62,859,000	15.8%
Depreciation	540,872	1,200,000	45.1%
Debt Service	1,616,500	4,790,750	33.7%
Total Operating Expenses	14,573,427	74,103,720	19.7%
Operating Income (Loss)	(10,287,372)	(66,288,720)	
Non-Operating Revenues (Expenses)			
Tap Fees	2,129,178	2,230,000	95.5%
Capital Investment Fees	2,060,509	2,125,000	97.0%
Misc. Revenues	7,832,032	791,250	989.8%
Interest	1,715,042	1,200,000	142.9%
Transfers In/(Out)	50,700,000	50,700,000	100.0%
Total Non-Operating Revenues (Expenses)	64,436,761	57,046,250	113.0%
Excess (Deficiency) of Revenues and Other Sources over Expenses	**54,149,389**	**(9,242,470)**	
Ending Cash Balance*	**156,844,738**	**$ 93,452,879**	

** - Unaudited*

50% of the fiscal year has elapsed



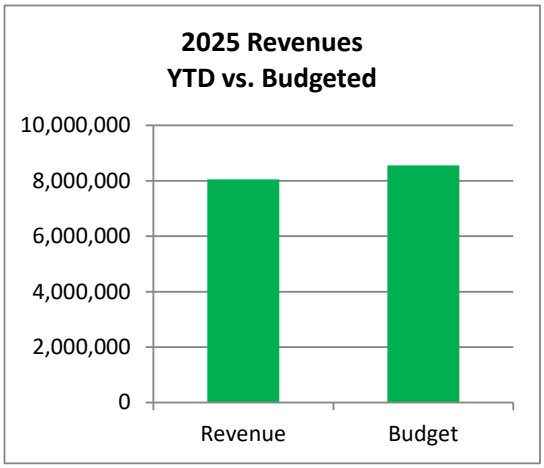


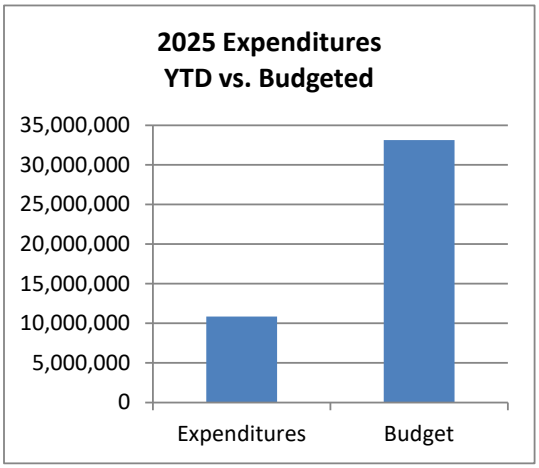
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Sewer Fund
Period Ending June 30, 2025
Unaudited

Sewer Fund	2025 Actuals June	2025 Adopted Budget	% Complete
Beginning Cash Balance*	52,274,698	52,274,698	
Revenues:			
Charges for Services	2,737,892	4,364,250	62.7%
Total Operating Revenues	2,737,892	4,364,250	62.7%
Expenses:			
Administration	155,733	266,900	58.3%
Operations	1,106,898	2,871,200	38.6%
Capital Outlay	8,268,115	25,814,000	32.0%
Depreciation	379,835	1,400,000	27.1%
Debt Service	934,950	2,769,900	33.8%
	-	-	
Total Operating Expenses	10,845,530	33,122,000	32.7%
Operating Income (Loss)	(8,107,639)	(28,757,750)	
Non-Operating Revenues (Expenses)			
Capital Improvement Fees	4,152,167	3,860,213	107.6%
Misc. Revenues	436	25,000	1.7%
Interest	1,159,678	1,300,000	89.2%
Transfers In/(Out)	-	(1,000,000)	
Total Non-Operating Revenues (Expenses)	5,312,281	4,185,213	126.9%
Excess (Deficiency) of Revenues and Other Sources over Expenses	**(2,795,357)**	**(24,572,537)**	
Ending Cash Balance*	**49,479,341**	**27,702,161**	

** - Unaudited*

50% of the fiscal year has elapsed



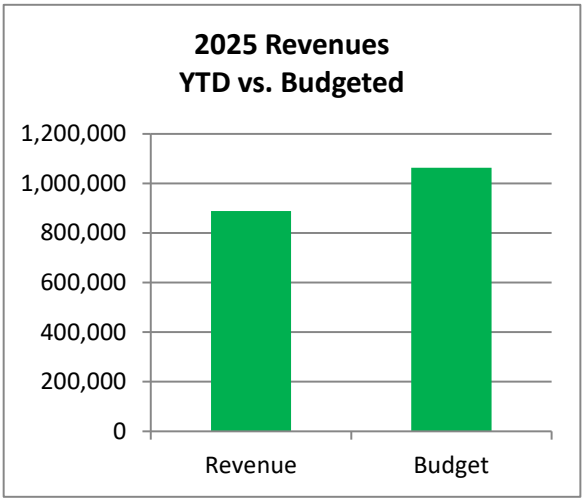


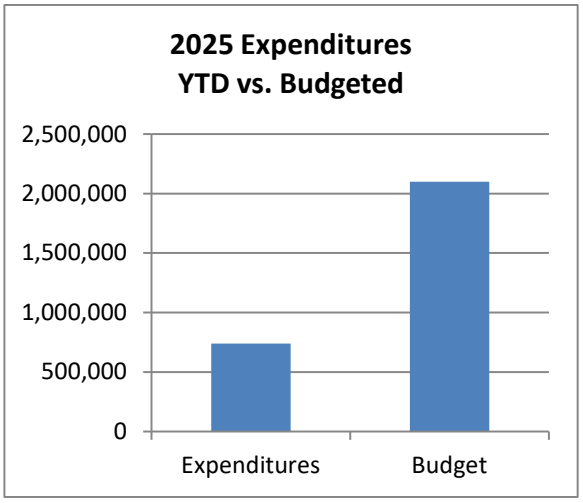
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Drainage Fund
Period Ending June 30, 2025
Unaudited

Drainage Fund	2025 Actuals June	2025 Adopted Budget	% Complete
Beginning Cash Balance*	4,852,055	4,852,055	
Revenues:			
Charges for Services	308,378	560,000	55.1%
Total Operating Revenues	308,378	560,000	55.1%
Expenses:			
Administration	66,473	96,550	68.8%
Operations	133,804	747,900	17.9%
Capital Improvements	539,102	1,254,200	43.0%
Transfer Out	-	-	
Total Operating Expenses	739,379	2,098,650	35.2%
Operating Income (Loss)	(431,002)	(1,538,650)	
Non-Operating Revenues (Expenses)			
Capital Revenues	421,607	250,000	168.6%
Misc. Revenues	100,472	228,780	43.9%
Interest	58,554	25,000	234.2%
Total Non-Operating Revenues (Expenses)	580,633	503,780	115.3%
Excess (Deficiency) of Revenues and Other Sources over Expenses	**149,631**	**(1,034,870)**	
Ending Cash Balance*	**5,001,686**	**3,817,185**	

** - Unaudited*

50% of the fiscal year has elapsed



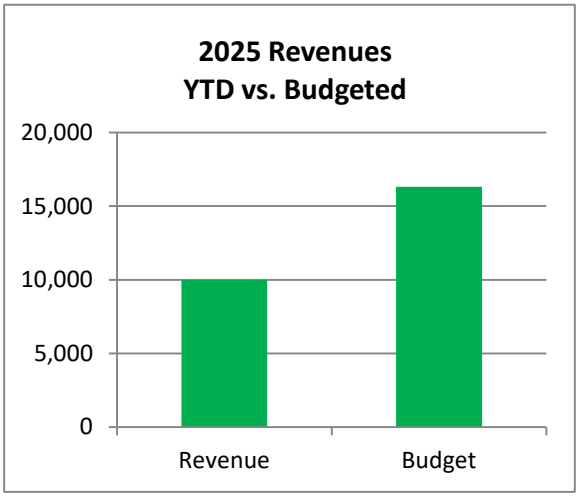


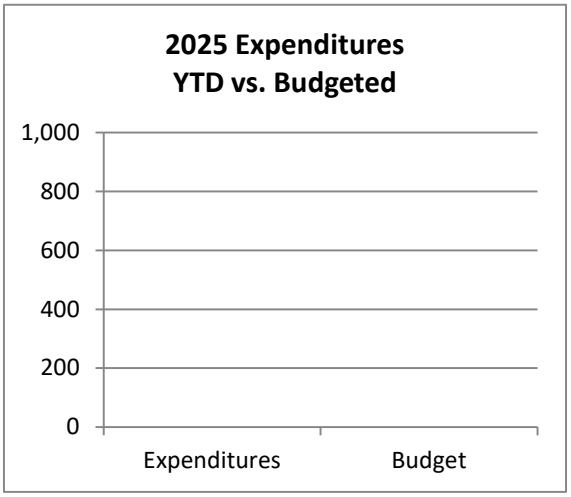
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Cemetery Perpetual Fund
Period Ending June 30, 2025
Unaudited

Cemetery Perpetual Fund	2025 Actuals June	2025 Adopted Budget	% Complete
Beginning Fund Balance*	207,231	207,231	
Revenues:			
Miscellaneous Revenue	7,125	12,560	56.7%
Earnings on Investment	2,878	3,750	76.7%
Total Operating Revenues	10,003	16,310	61.3%
Expenditures:			
Operations & Maintenance	-	-	
Capital Outlay	-	-	
Transfers Out	-	-	
Total Expenditures	-	-	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**10,003**	**16,310**	
Ending Fund Balance*	**217,234**	**223,541**	

** - Unaudited*

50% of the fiscal year has elapsed



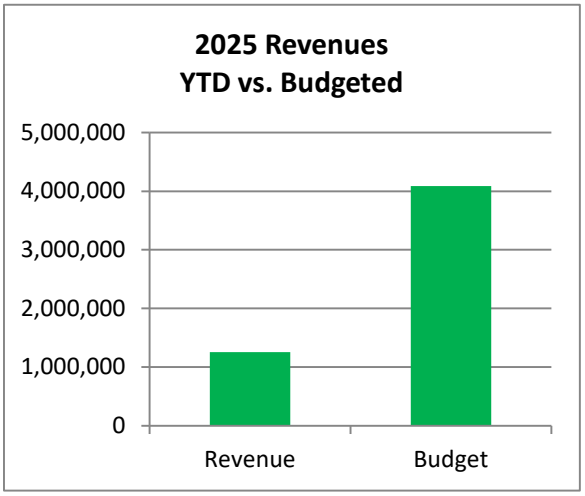


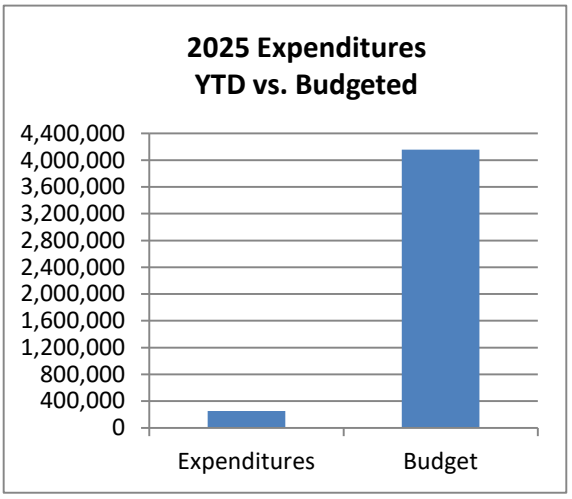
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Library Fund
Period Ending June 30, 2025
Unaudited

Library Fund	2025 Actuals June	2025 Adopted Budget	% Complete
Beginning Fund Balance*	14,065,172	14,065,172	
Revenues:			
Intergovernmental	220,439	1,375,300	16.0%
Miscellaneous Revenue	1,558	13,500	11.5%
Capital Investment Fees	398,055	373,950	106.4%
Interest	96,618	500,000	19.3%
Transfers In	538,814	1,823,124	29.6%
Total Operating Revenues	1,255,483	4,085,874	30.7%
Expenditures:			
Operations	161,066	1,959,000	8.2%
Capital Outlay	90,992	2,200,000	
Total Expenditures	252,057	4,159,000	6.1%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**1,003,426**	**(73,126)**	
Ending Fund Balance*	**15,068,598**	**13,992,046**	

** - Unaudited*

50% of the fiscal year has elapsed



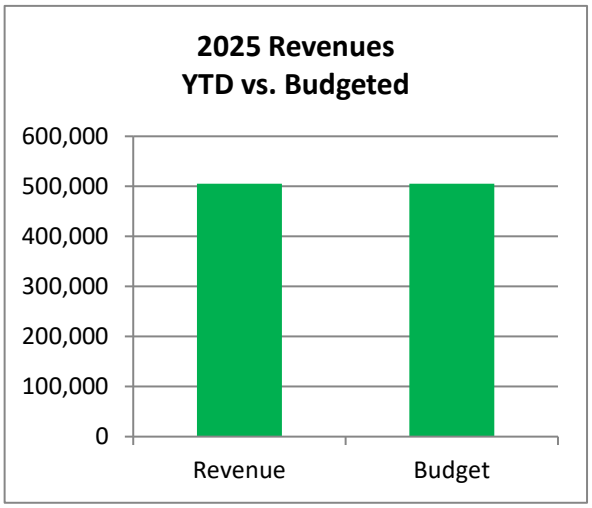


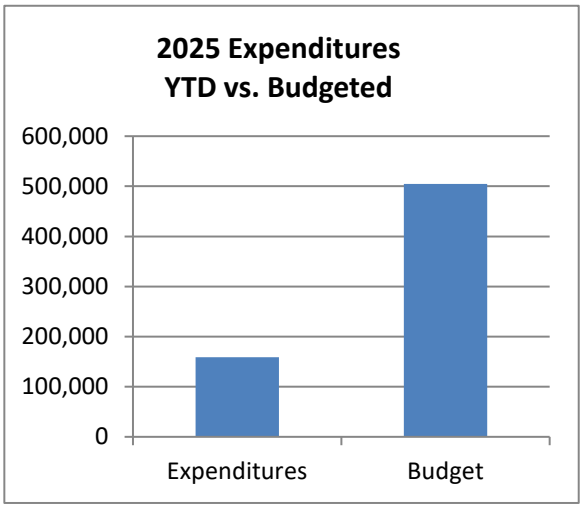
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Recreation Center Fund
Period Ending June 30, 2025
Unaudited

Recreation Center Fund	2025 Actuals June	2025 Adopted Budget	% Complete
Beginning Fund Balance*	239,367	239,367	
Revenues:			
State Grants	-	0	
Transfers In	505,000	505,000	100.0%
Earnings on Investment	-	-	
Total Operating Revenues	505,000	505,000	
Expenditures:			
Operations & Maintenance	158,690	505,000	31.4%
Capital Outlay	-	-	
Total Expenditures	158,690	505,000	31.4%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**346,310**	**-**	
Ending Fund Balance*	**585,677**	**239,367**	

** - Unaudited*

50% of the fiscal year has elapsed





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

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO
Monday, July 7, 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 Berg
Councilmember Paranto

Absent:

Councilmember Molinar

AGENDA APPROVAL

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

Upon vote, the motion passed unanimously.

SPECIAL PRESENTATIONS

Business of the Month: Economic Development Director Sarah Crosthwaite presented the July Business of the Month to Full Circle Veterinary Care.

New Employee Introductions:

Collections and Distribution Superintendent Tyler Carpenter introduced Josef Salines as the new Utility Technician for Locates.

Water Treatment Superintendent John Ferguson introduced Tyler Gentlemen as the new Water Treatment Operator.

Engineering Director Doug Gossett introduced Simone Guidry as the new Civic Engineer.

PUBLIC COMMENT

Jim Hatfield, 345 Hickory Lane asked about the tire swings located in our parks and whether they can be drilled to help water drain and to deter mosquitos. He also asked that the Town request a speed study with CDOT to change the speed limit on Highway 60. He would like to see it dropped and asked to be involved and updated on the status of the study.

It was noted by Town Manager Matt LeCerf and Engineering Director Doug Gossett that the Town has requested a study, and the final documents will be shared once received from the Colorado Department of Transportation (CDOT).

CONSENT AGENDA

Councilmember Menzies requested that Item #6 be removed from the consent agenda and considered in Old Business. Mayor Duncan indicated that Item #6 would be moved to Old Business.

Motion by Mayor Pro Tem Young and seconded by Councilmember Morris to approve the consent agenda which contained the following items:

- June 16, 2025, Town Council Meeting Minutes
- List of Bills
- 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
- Second Amendment to the Intergovernmental Agreement between the Town of Johnstown, Colorado and Revere at Johnstown Metropolitan District Nos. 1-9

Upon vote, motion passed unanimously.

TOWN MANAGER REPORT

Town Manager Matt LeCerf provided a report.

OLD BUSINESS

Ordinance 2025-271, Second Reading, 109 S. Parish Ave. Change of Zone Request for Zoning Case No. ZON24-0003: Councilmember Menzies noted that she asked for the item to be removed because she did not want to vote against the entire consent agenda. There was discussion among Council regarding the ordinance.

Motion by Councilmember Berg and seconded by Mayor Pro Tem Young approve on Second Reading, Ordinance 2025-271, to establish MU-DT zoning for Subdivision Case No. SUB24-0003, known by the legal street address 109 S. Parish Ave.

Upon vote, the motion passed 4-2 with Mayor Duncan and Councilmember Menzies voting no.

NEW BUSINESS

Award RFP for Downtown Johnstown Financial Consulting Services: Economic Development Director Sarah Crosthwaite presented the proposed RFP award. The consultant's representative was present and addressed the Council.

Motion by Mayor Pro Tem Young and seconded by Councilmember Morris to approve awarding the contract for Downtown Johnstown Financial Consulting Services to P.U.M.A. for an amount not to exceed $100,000 and authorize the Town Manager to sign.

Upon vote, motion passed unanimously.

Discussion of Audio/Visual Options for Council Chambers Upgrades:

Town Clerk Meghan Martinez presented the highlights of two proposals received for upgrades to Town Council Chambers.

Motion by Councilmember Berg and seconded by Councilmember Menzies to approve the proposal from Peak Media, Inc. for audiovisual upgrades to the Town Council Chambers in the amount of $66,234.27, with the option to include support services or additional components as determined by staff, and to authorize the Town Manager to execute all necessary documents to proceed with the project

Upon vote, motion passed unanimously.

PUBLIC HEARING

Ordinance 2025-273: An Ordinance Amending Section 13-116(A) And Section 13-123 of the Johnstown Municipal Code Concerning Respectively the Water Dedication Rate and the Raw Water Credit Provided to Water Dedicated to the Town; Modifying the Water Court Transfer Fee; and Declaring an Emergency*:* Town Manager Matt LeCerf presented the proposed ordinance.

At 7:55 Mayor Duncan opened the public hearing.

At 8:02 Mayor Duncan closed the public hearing.

Motion by Mayor Pro Tem Young and seconded by Councilmember Berg to approve Ordinance 2025-273 as presented and further declare that an emergency exists to allow the dedication of water adjudicated in the 2020 Water Litigation in a timely manner and further finds that this Ordinance is necessary for the immediate preservation of the health, welfare, peace and safety of the public and the citizens of the Town.

Upon vote, motion passed unanimously.

COUNCIL REPORTS AND COMMENTS

Councilmember Berg: Nothing at this time.

Councilmember Menzies: She inquired about the LED sign and where we are at on that project. She also mentioned the weeds on the Larson property, she would like to see an ordinance regarding weeds. She also asked about the BBQ Day Mail permit in the list of bills. Lastly, she inquired about the curb installation in Rolling Hills and whether we are ensuring accessible sidewalks in the neighborhood as wheelchair access is currently difficult.

Councilmember Paranto: He invited the Council to attend the NFRMPO meeting on Thursday that Johnstown is hosting.

Councilmember Morris: She gave a shout out to Arapaho Rental and how wonderful their customer service is. She also thanked JPD for their hard work at a recent call at Buc-ees and thanked staff for the Padilla/Purvis property mowing. She also mentioned how great the flowers look at Highway 60 and I-25 and asked about the groundcover in that area.

Mayor Pro Tem Young: He asked Chief for an update on fireworks enforcement on the 4th of July.

MAYORS COMMENTS

Mayor Duncan took a moment to share his thoughts about his late father and how his father's guidance has shaped him as Mayor. He thanked the community, staff, and Council for supporting him through it all and keeping things moving in the Town. He is grateful for faith, family and this community.

ADJOURNMENT

There being no further business for the Town Council, Mayor Duncan adjourned the meeting at 8:27 p.m.

Approved by Town Council:

_____

Michael P. Duncan, Mayor

Attest:

_____

Meghan C. Martinez, MMC, Town Clerk

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

Town Council Agenda Communication

Agenda Date: July 21, 2025

Subject: Consideration of a New Hotel and Restaurant License with Optional Premise for Bella Ridge Golf, LLC

Attachments:
1. Order Approving Liquor License Bella Ridge
2. Liquor License Application
3. Johnstown Police Department Report

Presented by: Meghan Martinez, Town Clerk

Agenda Item Description:

This item is a public hearing for a new Hotel and Restaurant License with Optional Premise for Bella Ridge Golf, LLC dba Bella Ridge Golf Club located at 2990 Weld County Road 44 Johnstown, CO 80534.

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.

The applicant is requesting a Hotel & Restaurant License with one Optional Premise attached. A hotel and restaurant license with optional premises in Colorado allows a hotel and restaurant licensee to sell alcohol by the drink for on-premises consumption in designated areas outside the main licensed premises. These "optional premises" are typically outdoor spaces like patios, decks, or sports facilities associated with the hotel and restaurant.

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

- Drive projects and initiatives that promote Johnstown as a premier destination for business
- 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:

Staff recommends approval of the Hotel and Restaurant License with Optional Premise for Bella Ridge Golf Club.

Suggested Motions:

For Approval: I move to approve the Hotel and Restaurant with Optional Premise Liquor License for Bella Ridge Golf LLC dba Bella Ridge Golf Club.

For Denial: I move to deny Hotel and Restaurant with Optional Premise Liquor License for Bella Ridge Golf LLC dba Bella Ridge Golf Club.

Reviewed and Approved for Presentation

Town Manager

TOWN OF JOHNSTOWN **LIQUOR LICENSING AUTHORITY** 450 S. Parish Avenue Johnstown, CO 80534 Phone No. (970) 587-4664 **IN THE MATTER OF:** **BELLA RIDGE GOLF, LLC** 2990 Weld County Road 44 Johnstown, CO 80534	Δ AUTHORITY USE ONLY Δ

ORDER GRANTING HOTEL AND RESTAURANT LIQUOR LICENSE WITH ONE OPTIONAL PREMISES TO BELLA RIDGE GOLF, LLC

THIS MATTER came before the Town of Johnstown Liquor Licensing Authority ("Authority") on the application of Bella Ridge Golf, LLC, a Colorado limited liability company ("Applicant") for a Hotel and Restaurant License with one Optional Premises dated May 15, 2025, for a premises located at 2990 Weld County Road 44, Town of Johnstown, State of Colorado ("Application"). Following due and proper notice, the Authority conducted a public hearing on July ____, 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 with one Optional Premises 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:

Bella Ridge Golf, LLC
P.O. Box 309
Johnstown, CO 80534

_____
Meghan Martinez

DR 8404 (08/08/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Colorado Liquor Retail License Application

*** Note that the Division will not accept cash** ☐ **Paid by Check** ☐ **Paid Online**

Date Uploaded to MoveIt

☑ **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

Bella Ridge Golf LLC.

FEIN Number

[redacted]

State Sales Tax Number

Trade Name of Establishment (DBA)

Bella Ridge Golf Club

Business Telephone

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

2990 Weld County Rd. 44

City	County	State	ZIP Code
Johnstown	Weld	CO	80534

Mailing Address (Number and Street)	City or Town	State	ZIP Code
PO BOX 309	Johnstown	CO	80534

Email Address

ryan.flamm@bellaridgegolf.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
- [x] 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
- [x] 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

- [x] Applicant/Licensee identified
- [x] State sales tax license number listed or applied for at time of application
- [x] License type or other transaction identified
- [ ] Return originals to local authority (additional items may be required by the local licensing authority)
- [x] 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

- [x] 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.)
- N/A [ ] 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
- [x] Bold/Outlined Licensed Premises

III. Proof of property possession (One Year Needed)

- [x] 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

- [x] Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members)
- [x] 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:
  CONCJ4902
  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)

- [x] Copy of articles of organization
- [x] Certificate of Good Standing
- N/A [ ] 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 (>) 10,0000? **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

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	Tenant	Expires

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) 1

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
Flamm	Ryan

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)
Greg Podtburg	

Street Address
5651 CR 42

City	State	ZIP Code	Position	% Owned
Johnstown	CO	80534	owner	29.7%

Name	Date of Birth (MM/DD/YY)
Wade Podtburg	[redacted]

Street Address
1456 Red Tail Rd.

City	State	ZIP Code	Position	% Owned
Eaton	CO	80615	owner	29.7%

Name	Date of Birth (MM/DD/YY)
Marcus Podtburg	[redacted]

Street Address
405 Estate Dr.

City	State	ZIP Code	Position	% Owned
Johnstown	CO	80534	owner	24.4%

Name	Date of Birth (MM/DD/YY)
Eric Podtburg	[redacted]

Street Address
2763 Blue Acona Way

City	State	ZIP Code	Position	% Owned
Johnstown	CO	80534	owner	14.2%

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: Ryan Flamm

Title: General Manager

Authorized Signature:

Date (MM/DD/YY): 05/15/25

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 > 10,0000? ..... ○ 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 < 10,0000? ..... ○ 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

Title

Signature

Date (MM/DD/YY)

Printed Name

Title

Signature

Date (MM/DD/YY)

DR 8495 (02/16/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Tax Check Authorization, Waiver, and Request to Release Information

I, Ryan Flamm

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

(the "Applicant/Licensee")

Bella Ridge Golf LLC

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)

Bella Ridge Golf Club

Social Security Number/Tax Identification Number

Home Phone Number

970-376-3896

Business/Work Phone Number

Street Address

2990 WCR 44

City

Johnstown

State

CO

ZIP Code

80534

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

Ryan Flamm

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

Date Signed

5/15/25

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).

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,

Bella Ridge Golf LLC

is a

Limited Liability Company

formed or registered on 09/10/2024 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 20241953812 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/14/2025 that have been posted, and by documents delivered to this office electronically through 05/15/2025 @ 12:53:31 .

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 05/15/2025 @ 12:53:31 in accordance with applicable law. This certificate is assigned Confirmation Number 17304302 .

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."

4849099 08/17/2022 11:06 AM
Total Pages: 15 Rec Fee: $83.00
Carly Koppes - Clerk and Recorder, Weld County , CO

Recording Requested by:

HTC
HS0803212

WHEN RECORDED MAIL TO:

American AgCredit, PCA
4505 29th Street
Greeley, Colorado 80634

The undersigned hereby affirm that there is no Social Security number contained in this document.

Space Above This Line For Recorder's Use

DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND FIXTURE FILING

THIS DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND FIXTURE FILING (hereinafter "Deed of Trust") is given this 1st day of August, 2022 by Podtburg Dairy Limited Partnership, LLLP, a Colorado limited liability limited partnership whose address is 45490 County Road 39, Pierce, Colorado 80650 ("Grantor"), to the Public Trustee of the County of Weld, State of Colorado, as Trustee ("Trustee"), for the benefit of American AgCredit, PCA having an office at 4505 29th Street, Greeley, Colorado 80634 (together with its successors and assigns, "Beneficiary")

WITNESSETH: That Grantor IRREVOCABLY GRANTS, CONVEYS AND ASSIGNS unto said Trustee, in trust, with power of sale together with right of entry and possession, the following described real property situated in the County of Weld, State of Colorado:

Refer to Exhibit "A" attached hereto and incorporated herein by reference thereto.

Together with all water rights, ditch and ditch rights appurtenant thereto, used for the irrigation of said land including but not limited to the below described capital stock of the ditch company shown below, 21 c.f.s of the Ish Reservoir, Priority No. 15, dated January 4, 1904, 13 c.f.s. of the Farmers Extension; and a security interest in all wells, pumps, motors, equipment, and sprinkler systems used for irrigation of the land described above including all future additions to, replacement of or substitutions for.

Ditch Company Name	No. of Shares of Capital Stock
Highland Ditch Company	10

Together with two (2) City of Johnstown water tap(s).

TOGETHER WITH:

(1) all buildings, structures, equipment, fixtures (including, but not limited to, trees, vines and shrubs), machinery and improvements of every kind and description now or hereafter constructed or placed thereon; all standing timber and timber to be cut located thereon; all pumping plants, electrical generators, wind machines, and fencing and storage tanks, now or hereafter used in connection with the Property, all of which are hereby declared to be fixtures;

(2) all grazing rights, leases, permits and licenses; all coal, oil, gas, petroleum and mineral leases to the extent owned by Grantor, permits and rights used with the Property; all coal, oil, gas, petroleum and mineral interests to the extent owned by Grantor including royalty interests, rents, profits, bonus money, revenue, income, rights and benefits related to or arising out of the Property or the leasing thereof; and all tenements, hereditaments, easements, rights-of-way, and appurtenances to the Property;

(3) all carbon credits, carbon sequestration units, carbon financial instrument contracts, renewal energy credits and the like arising out of methane capture, carbon sequestration and renewal energy systems, including without limitation credits tradable under any greenhouse gases commodity exchange such as, by way of example and not limitation, trading units commonly referred to as Exchange Soil Offsets (XSOs), Exchange Methane Offsets (XMOs) and Exchange Forest Offsets (XFOs) under the Chicago Climate Exchange (CCX) (collectively, "Carbon Credits");

(4) the right, in the name of and on behalf of Grantor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Beneficiary in the Property;

(5) all proceeds, products, substitutions and accessions (including claims and demands therefor) of each of the elements of the Property;

(6) all Water Assets (defined below);

(collectively, the "Property").

Water Assets: All right, title, and interest at any time of Grantor (or any of its bailers, agents, or instrumentalities), whether now existing or hereafter arising or acquired, whether direct or indirect, whether owned legally, of record, equitably or beneficially, whether constituting real or personal property (or subject to any other characterizations), whether created or authorized under existing or future laws or regulations, and however arising in, in each case to the extent now or hereafter relating or otherwise available to the Property or used in connection therewith, including without limitation, the following:

(a) All water (including any water inventory in storage), water rights and entitlements, other rights to water and other rights to receive water or water rights of every kind or nature whatsoever including (i) the groundwater on, under, pumped from or otherwise available to the Property, whether as the result of groundwater rights, contractual rights or otherwise, (ii) Grantor's right to remove and extract any such groundwater including any permits, rights or licenses granted by any governmental authority or agency or any rights granted or created by any use, easement, covenant, agreement, or contract with any person or entity, (iii) any rights to which the Property is entitled with respect to surface water, whether such right is appropriative, riparian, prescriptive, decreed or otherwise and whether or not pursuant to permit or other governmental authorization, or the right to store any such water, and (iv) any water, water right, water allocation, distribution right, delivery right, water storage right, or other water-related entitlement appurtenant or otherwise applicable to the Property by virtue of the Property being situated within the boundaries of any district, agency, or other governmental entity or within the boundaries of any private water company, mutual water company, or other non-governmental entity;

(b) All stock, interest or rights (including any water allocations, voting or decision rights) in any entity, together with any and all rights from any entity or other person to acquire, receive, exchange, sell, lease, or otherwise transfer any Water Assets, to store, deposit or otherwise create water credits in a water bank or similar or other arrangement for allocating water, to transport or deliver water, or otherwise to deal with any Water Asset;

(c) All licenses, permits, approvals, contracts, decrees, rights and interests to acquire or appropriate any Water Assets, water bank or other credits evidencing any right to Water Assets, to store, carry, transport or deliver Water Assets, to sell, lease, exchange, or otherwise transfer any Water Asset, or to change the point for diversion of water, the location of any Water Asset, the place of use of any Water Asset, or the purpose of the use of any Water Asset;

(d) All rights, claims, causes of action, judgments, awards, and other judicial, arbiter or administrative relief in any way relating to any Water Asset;

(e) All storage and treatment rights for any Water Asset, whether on or off the Property or other property of Grantor, together with all storage tanks, and other equipment used or usable in connection with such storage and any water bank deposit credits, deposit accounts or other rights arising on account of the storage or nonuse of any Water Asset;

(f) All rights to transport, carry, allocate or otherwise deliver Water Assets by any means wherever located;

(g) All irrigation and watering equipment and all systems, ditches, laterals, conduits, and rights-of-way used to convey such water or to drain the Property;

(h) All guaranties, warranties, marketing, management or service contracts, indemnity agreements, and water right agreements, other water related contracts and water reallocation rights, all insurance policies regarding or relating to any Water Asset; and

(i) All rents, issues, profits, proceeds and other accounts, instruments, chattel paper, contract rights, general intangibles, deposit accounts, and other rights to payment arising from or on account of any use, nonuse, sale, lease, transfer or other disposition of any Water Asset.

References to "water" and "water rights" are used herein in the broadest and most comprehensive sense of the term(s). The term "water" includes water rights and rights to water or whatever rights to money, proceeds, property or other benefits are exchanged or received for or on account of any Water Assets or any conservation or other nonuse of water, including whatever rights are achieved by depositing one's share of any Water Assets in any water bank or with any water authority, or any other water reallocation rights.

SECURITY AGREEMENT: To the extent that any of the Property, including without limitation any Water Asset or Carbon Credits, constitutes personal property, this Deed of Trust shall also be deemed to be a security agreement and Grantor does hereby create and grant to Beneficiary a security interest in all such personal property described herein, including but not limited to, all fixtures and irrigation equipment, attachments, accessions, and replacements which are or are to become fixtures on the Property, and further grants to Beneficiary all of the rights and remedies of a secured party under the Uniform Commercial Code as may be amended from time to time and other applicable state law, which rights are cumulative.

GRANTOR ABSOLUTELY AND UNCONDITIONALLY ASSIGNS, transfers, conveys and sets over to Beneficiary all the rents, royalties, issues, profits, revenue, income and other benefits of the Property arising from the use or enjoyment of all or any portion thereof, or from any lease, mineral lease to the extent owned by Grantor, or agreement pertaining to the Property (collectively the "Rents"); SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Grantor by Paragraph B.3 hereof. This assignment shall be perfected automatically without appointment of a receiver or Beneficiary becoming a mortgagee in possession.

FOR THE PURPOSE OF SECURING: (1) payment of the indebtedness or obligations evidenced by the following promissory note(s) payable by Grantor and/or others to the Beneficiary at the times, in the manner and with interest as therein set forth **(promissory notes may evidence a revolving line of credit and may contain variable or adjustable interest rate provisions and offer the ability to convert to other interest rate products)**:

Face Amount	Dated	Maturity Date
$10,000,000.00	August 1, 2022	October 1, 2027

THIS DEED OF TRUST IS GIVEN TO SECURE NOT ONLY EXISTING INDEBTEDNESS, BUT ALSO SUCH FUTURE ADVANCES, IF ANY, WHETHER SUCH ADVANCES ARE OBLIGATORY OR ARE TO BE MADE AT THE OPTION OF THE BENEFICIARY, OR OTHERWISE, TO THE SAME EXTENT AS IF SUCH FUTURE ADVANCES WERE MADE ON THE DATE OF THE EXECUTION OF THIS DEED OF TRUST.

(2) the payment of such additional loans or advances, including advances under a revolving line of credit, with interest thereon, as hereafter may be made to Grantor, or Grantor's successors or assigns, evidenced by a promissory note, guaranty or otherwise; PROVIDED HOWEVER, THAT, such additional loans or advances shall be secured by this Deed of Trust only if the promissory note, guaranty, or other document evidencing such loans or advances shall recite that it is to be secured by this Deed of Trust; (3) the payment of any substitute notes, renewals, reamortizations, conversion agreements and extensions of all indebtedness secured by this Deed of Trust; (4) the performance of every obligation and agreement of Grantor whether contained or incorporated by reference in this Deed of Trust, or contained in any loan document or guaranty executed by Grantor in favor of Beneficiary, with respect to any loan or advance secured by this Deed of Trust; and (5) the payment of all sums expended or advanced by Beneficiary, including but not limited to reasonable attorney's fees and expenses, under or pursuant to the terms of this Deed of Trust, together with interest thereon as herein provided. The foregoing shall hereinafter collectively be referred to as the "Indebtedness". The continuing validity and priority of this Deed of Trust as security for future loans or advances shall not be impaired by the fact that at certain times hereafter there may exist no outstanding indebtedness from Grantor to Beneficiary or no commitment to make loans or advances.

A. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, GRANTOR AGREES:

1. To use loan proceeds solely for the purposes approved by Beneficiary.

2. To keep the Property in good condition, working order and repair; care for the Property in accordance with standards of good husbandry and to keep all trees, vines and crops on the Property properly cultivated, irrigated, fertilized, sprayed, and fumigated; not to sell, transfer, assign, encumber or convey any water or water right from the Property, or to enter into an agreement for the nonuse of water, without the prior written consent of Beneficiary, not to remove, destroy or suffer the removal or destruction of any building, fence, canal, well or other improvements or fixtures thereon; not to remove, replace or alter any horticultural or viticultural tree, vine or shrub planted thereon without the prior written consent of Beneficiary, except in the ordinary course of business; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting the Property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of law; to do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general; to observe and perform all obligations of Grantor under any lease of the Property.

3. To provide, maintain and deliver to Beneficiary, "All Risk" or "Special Form" coverage, flood and all other types of insurance in terms and amounts as may be required by law or Beneficiary, with lender's loss payable endorsements solely in favor of Beneficiary. In the event of loss, the insurance proceeds, or any part thereof, may be applied by Beneficiary, at its option, to reduce the indebtedness or restore or repair the property damaged. Failure to obtain, maintain or deliver to Beneficiary the insurance required shall constitute a default under this Deed of Trust.

At least thirty (30) days prior to the expiration of any such policy of insurance, Grantor will deliver a policy renewing or extending such expiring insurance and written evidence demonstrating payment of the premium for such insurance. If any such policy and evidence of payment (or copies of same, if originals cannot be delivered to Beneficiary) are not so delivered to Beneficiary, without notice to or demand upon Grantor and without releasing Grantor from any obligation under this Deed of Trust, Beneficiary may (but is not obligated to), at Grantor's expense, obtain insurance in such types, on such terms and in such amounts as Beneficiary in its sole discretion shall decide,

through or from any insurance agency or company acceptable to it. Any insurance obtained by Beneficiary shall be for its sole benefit and to protect the security of this Deed of Trust. The expense and cost of such insurance shall, at Beneficiary's sole option, be payable on demand or added to the Indebtedness as provided herein. Trustee nor Beneficiary shall not be chargeable with or responsible for the procurement or maintenance of any such insurance, the collection of any proceeds from such insurance, or the insolvency of any insurance company or underwriter.

4. To appear in and litigate any action or proceeding purporting to affect the security hereof, the title to the Property, or the rights or powers of Beneficiary or Trustee. Beneficiary or Trustee may appear in and litigate any such action or proceedings, including any bankruptcy, partition or condemnation proceeding, affecting the Property, or Beneficiary's interest therein, in which event Grantor agrees to pay all costs and expenses thereof, including attorney's fees and costs of securing evidence of title.

5. To pay on or before the due date all taxes and assessments affecting the Property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with the Property; to pay, when due, all encumbrances, charges, and liens, on the Property or any part thereof, which at any time appear to be prior or superior hereto.

6. In the event that Beneficiary utilizes the services of attorneys, accountants, appraisers, consultants, or other professional or outside assistance, including the services of in-house counsel or any other attorney or professional who is a direct employee of Beneficiary, the reasonable amount of expenses incurred by Beneficiary to utilize such persons in connection with any of the following shall be payable on demand and Beneficiary may, at its option, add the amount of such expenses to any portion of the Indebtedness, and charge interest on such amount at the interest rate applicable to such portion of the Indebtedness:

(a) The preparation or modification of this Deed of Trust, or any other agreement or document incident to the Indebtedness;

(b) Advising Beneficiary concerning its legal rights and obligations with regard to the Deed of Trust, the other agreements incident to the Indebtedness, or the Property, including advising Beneficiary with regard to the extent of Grantor's rights, if any, under the provisions of the Farm Credit Act, any policy or program of Beneficiary, or any state or federal law;

(c) Any litigation, dispute, proceeding, or action, whether instituted by Beneficiary, Grantor or any other person, relating to the Indebtedness, the Property or Grantor's affairs;

(d) The furtherance of Beneficiary's interest in any bankruptcy, insolvency, or reorganization case or proceeding instituted by or against Grantor, including any steps to (i) modify or terminate the automatic stay, (ii) prohibit or condition Grantor's use of cash collateral, (iii) object to any disclosure statement or plan, (iv) propose or confirm a plan, and (v) prosecute or defend adversary proceedings or contested matters, and take or defend examinations or discovery, whether or not related to any adversary proceeding or contested matter;

(e) The inspection, verification, protection, collection, processing, sale, liquidation, or disposition of the Property; or

(f) Any of the type of expenses referred to in (a) through (e) above incurred by Beneficiary in connection with any guaranty of the Indebtedness.

The fees and costs described herein and elsewhere in this Deed of Trust shall be in addition to those set forth in the loan agreement or any other written agreement between Grantor and Beneficiary.

7. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation to do so and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect

the Property, Beneficiary or Trustee being authorized to enter upon the Property for such purposes; commence, appear in and litigate any action or proceeding purporting to affect the Property or the rights or powers of Grantor, including any bankruptcy proceeding affecting the Property; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior to the interest of Beneficiary in the Property; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefore, including attorney's, accountant's, and appraisal fees, environmental fees, costs of securing evidence of title, and the costs of obtaining a third party contract to monitor the payment of taxes and assessments affecting the Property and all amounts so expended shall be obligations of Grantor secured by this Deed of Trust and shall bear interest at the rate of 15% per annum from the date expended until paid. Nothing contained herein shall prohibit Beneficiary from entering the Property, at a reasonable time and upon reasonable notice to Grantor, without incurring or assuming any obligations or liabilities whatsoever, for the sole purpose of inspecting the Property.

8. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at the same rate as is provided for in the note or notes secured by this Deed of Trust or guaranteed by the continuing guaranty or continuing guaranties secured by this Deed of Trust. In the event that such sums are not immediately paid, they shall be added, along with the appropriate amount of capital stock or participation certificates, to the principal balance of the Indebtedness and shall accrue interest as therein set forth. All such sums shall be secured hereby.

9. Environmental Laws and Hazardous Substances.

(a) As used in this Paragraph 9:

(i) "Environmental Laws" shall mean all federal, state and local laws, ordinances, rules and regulations now or hereafter in force, as amended from time to time, in any way relating to or regulating human health or safety, industrial hygiene or protection of the environment.

(ii) "Hazardous Substances" shall mean any substance or material that is described, designated or regulated as a toxic or hazardous substance, waste or material or a pollutant or contaminant, or words of similar import, in any of the Environmental Laws.

(iii) "Release" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the environment, including continuing migration, of Hazardous Substances into, onto or through the soil, surface water or groundwater of the Property, whether or not caused by, contributed to, permitted by, acquiesced to or known to Grantor.

(iv) "User" shall mean any person other than Grantor who occupies, uses or comes onto or has occupied, used or come onto the Property or any part thereof and any agent or contractor of such a person.

(b) Grantor represents and warrants to Beneficiary that as of the date of this Deed of Trust and to the best of Grantor's knowledge, based on due inquiry and investigation:

(i) except as previously disclosed in writing by Grantor to Beneficiary (A) no Hazardous Substances in excess of permitted levels or reportable quantities under applicable Environmental Laws are present in, on or under the Property or any nearby real property which could migrate to the Property, (B) no Release or threatened Release exists or has occurred, (C) neither Grantor nor any User has ever used the Property or any part thereof for the production, manufacture, generation, treatment, handling, storage, transportation or disposal of Hazardous Substances, (D) no underground, surface or elevated storage tanks of any kind, wells (except domestic water wells), septic tanks, pits, ponds or other impoundments ("Tanks") are or ever have been located in or on the Property, and (E) no investigation, claim, demand, action or proceeding of any kind relating to any Release or threatened Release or any past or present violation of any Environmental Laws relating to the Property has been made or commenced, or is pending, or is being threatened by any governmental authority or other person;

(ii) except as previously disclosed in writing by Grantor to Beneficiary, all operations and activities at, and the use and occupancy of, the Property comply with all applicable Environmental Laws;

(iii) Grantor and every User has, and is in strict compliance with, every permit, license and approval required by all applicable Environmental Laws for all activities and operations at, and the use and occupancy of, the Property;

(iv) neither the Property, nor any portion thereof, nor any adjacent property or portion thereof, has been or is proposed to be listed under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.), or any analogous state law; and

(v) any written disclosure submitted by or on behalf of Grantor to Beneficiary at Beneficiary's request concerning any Release or threatened Release, past or present compliance by Grantor, User or any other person of any Environmental Laws applicable to the Property, the past and present use and occupancy of the Property, any environmental concerns relating to the Property and the like was true and complete when submitted.

(c) Grantor agrees that:

(i) In a good and husbandlike manner and in strict compliance with all applicable Environmental Laws, Grantor promises that neither Grantor nor any User shall use, produce, manufacture, generate, treat, handle, store, transport, or dispose of any Hazardous Substances in, on or under the Property, or use the Property for any such purposes;

(ii) Grantor shall not cause, contribute to, permit or acquiesce to any Release or threatened Release;

(iii) Grantor shall comply fully, and shall cause every User to comply fully, with all Environmental Laws applicable to the Property, and all other laws, ordinances and regulations applicable to the use or occupancy thereof, or any operations or activities therein or thereon;

(iv) With respect to any Tanks disclosed in writing to Beneficiary, Grantor shall comply with all Environmental Laws and any requirements of city or county fire departments, applicable to the maintenance and use of such Tanks, including, without limitation, Title 40 of the Code of Federal Regulations part 112;

(v) To facilitate performance of Grantor's obligations under Paragraph 9 (c)(i), (ii), (iii) and (iv) of this Deed of Trust, Grantor shall regularly inspect the Property, monitor the activities and operations of every User and confirm that every User has obtained and fully complies with all permits, licenses and approvals required by all applicable Environmental Laws;

(vi) Immediately after Grantor obtains any information indicating any Release or threatened Release, or that Hazardous Substances in, on or under any nearby property could migrate to the Property or a violation of any Environmental Laws may have occurred or could occur regarding the Property, Grantor shall give notice thereof to Beneficiary with a reasonably detailed description of the event, occurrence or condition in question;

(vii) If Beneficiary obtains any information that Beneficiary believes in good faith indicates a reasonable possibility of a Release or threatened Release, or that Hazardous Substances in, on or under any nearby real property could migrate to the Property or any violation of any Environmental Laws may have occurred or could occur regarding the Property, then Grantor shall, at the expense of Grantor, promptly after a request by Beneficiary, or Beneficiary may at Grantor's expense any time prior to completion of a judicial or nonjudicial foreclosure, engage a qualified environmental engineer to conduct a comprehensive environmental assessment of the Property and prepare and submit to Beneficiary a written report containing the findings and conclusions resulting from such investigation. Grantor shall, on demand, pay to Beneficiary all sums expended by Beneficiary in connection with any such comprehensive environmental assessment, together with interest thereon after such demand at the interest rate as set forth in the applicable promissory note(s) evidencing the Indebtedness;

(viii) Grantor shall permit, or cause any User to permit, Beneficiary or its agents or independent contractors to enter and inspect the Property (including the taking of building materials, soil and groundwater samples) at any reasonable time and after reasonable notice, except in an emergency, whether or not a default has occurred under this Deed of Trust, and including after the commencement of judicial or nonjudicial foreclosure proceedings, for purposes of determining, as Beneficiary deems necessary or desirable: the existence, location or nature of any Hazardous Substances into, onto, or spread beneath or from the Property, that is located or has been spilled, disposed of, discharged or released on, under or about the Property. Grantor acknowledges that all inspections and reviews undertaken by Beneficiary are solely for the benefit and protection of Beneficiary and agrees that Beneficiary shall have no duty to Grantor with respect to Hazardous Substances or Environmental Laws as a result of any such inspections, and such inspections shall not result in a waiver of any default by Grantor. If Grantor or any User fails to comply fully with the terms of this section, Beneficiary may obtain affirmative injunctive relief to compel such compliance; and

(ix) If any Release or threatened Release exists or occurs before this Deed of Trust is reconveyed or foreclosed upon, or if Grantor is in breach of any of its representations, warranties or covenants as set forth in this Section 9, Grantor shall immediately give notice of the condition to Beneficiary, and Grantor shall at its own expense cause all Hazardous Substances to be cleaned up and removed from the Property, and the Property shall be restored, in compliance with all applicable Environmental Laws and other laws, ordinances, rules and regulations (the "Remediation Work"). If requested by Beneficiary, Grantor shall submit to Beneficiary, for Beneficiary's prior approval, complete plans and specifications for all Remediation Work to be done before any Remediation Work is performed, except in an emergency. Alternatively, Beneficiary may cause such Remediation Work to be completed at Grantor's expense.

(d) Beneficiary shall have the right, but not the obligation, to advise appropriate governmental authorities of any environmental condition on or affecting the Property that constitutes or may constitute a breach of Grantor's obligations hereunder.

(e) Grantor and its successors and assigns shall indemnify, defend, protect, and hold harmless Beneficiary and/or Trustee, its directors, officers, employees, agents, shareholders, successors and assigns and their officers, employees or agents, from and against any and all claims, suits, damages, foreseeable and unforeseeable consequential damages, liens, losses, liabilities, interest, judgments, cleanup costs, demands, actions, causes of action, injuries, administrative proceedings and orders, consent agreements and orders, penalties, costs and expenses (including any fees and expenses incurred in enforcing this indemnity, any out-of-pocket litigation costs, sums paid in settlement of claims, and all consultant, expert and the reasonable fees and expenses of counsel, including in-house legal services) of any kind whatsoever ("Claims") paid, incurred or suffered by, or asserted against Beneficiary and/or Trustee , including but not limited to Claims arising out of loss of life, injury to persons, trespass or damage to or contamination of property or natural resources, or injury to business, in connection with or arising out of the activities of Grantor on the Property, Grantor's predecessors in interest, third parties who have been invited, permitted or trespassed on the Property, or parties in a contractual relationship with Grantor, or any of them, or which directly or indirectly arise out of or result from or in any way connected with the Property, whether or not caused by Grantor or within the control of Grantor, including without limitation: (i) the presence, use, generation, treatment, storage, disposal, Release, threatened Release, or discharge of any Hazardous Substances at or from said Property and/or the cleanup of Hazardous Substances within, on or under the Property; (ii) Grantor's breach of any of the representations, warranties and covenants contained herein; and (iii) Grantor's violation or alleged violation of any applicable Environmental Law, regulation or ordinance.

(f) Grantor's representations, warranties, covenants and indemnities contained herein shall survive the occurrence of any event whatsoever, including without limitation the payoff of the Indebtedness secured hereby, the reconveyance or foreclosure of this Deed of Trust, the acceptance by Trustee of a deed in lieu of foreclosure, or any transfer or abandonment of the Property.

10. Water Rights. All water used on, or water rights arising from or related to the Property is deemed to be real property and is not personal property. Grantor represents that Grantor is not in the business of transferring water and, therefore, any sale or transfer of any water or water rights is not a transfer of goods in the ordinary course of business. Grantor further agrees that in no event will any water or water rights be goods identified to a contract. Grantor hereby acknowledges that any severance of water or water rights from the Property would materially harm the Property. If Grantor fails to abide by all the statutes, rules, and regulations of any and all state and local authorities having jurisdiction over the use and distribution of water or water resources, including but not limited to the filing of water use reports, Beneficiary is authorized, in Grantor's name or otherwise, to take any action including, without limitation, signing Grantor's name, to complete, sign or consummate any and all required documents, agreements, contracts, etc., as may be required by such state and local authorities.

11. Grantor shall not remove any of the Property from its present location, except in the ordinary course of its business as presently conducted, without first notifying the Beneficiary.

12. Grantor represents, warrants, covenants and agrees that:

(a) If Grantor is a business entity, Grantor will not change Grantor's name or principal place of business without immediately giving Beneficiary written notice of such change, and in no event shall such notice be more than fifteen (15) days after such change.

(b) To the extent that any Grantor is a corporation, partnership, joint venture, limited liability company, or limited liability limited partnership, Grantor will not change Grantor's name or principal place of business, registration or incorporation.

(c) Grantor will not deliver any Property under any consignment or bailment without first obtaining the consent of Beneficiary and executing such additional documents as Beneficiary may require to continue and perfect the security interests granted herein. Grantor agrees to cooperate with Beneficiary in obtaining control agreements, bailee acknowledgements and/or other acknowledgements and agreements deemed necessary or advisable by Beneficiary.

(d) To the extent that any Grantor is a partnership, joint venture, or limited liability company, its name and state of organization or registration as stated in the introductory paragraph of this Deed of Trust is its exact legal name and state of organization or registration, it is duly organized and existing under the laws of said state, and the individuals executing this Deed of Trust and all agreements relating to the Indebtedness are fully authorized to execute the same and no other signature is necessary in order to bind the Grantor.

(e) No Mineral Exploration, Development or Removal. Unless previously disclosed to Beneficiary, neither exploration nor development nor removal of oil or gas or other hydrocarbon substances or helium or other substances of a gaseous nature or coal or metals or minerals or fossils or fertilizer of any name or description or uranium or thorium or any other material of commercial value (other than living plants or animals) is currently taking place on the Property, nor has Grantor or any person or entity claiming through or under Grantor authorized any such activity on the Property to take place in the future, nor does Grantor or any person or entity claiming through or under Grantor have any present intent to engage in any such activity in the future, nor is Grantor aware of any plans to engage in any such activity on the Property in the future by any predecessor in interest of Grantor or any person or entity claiming through or under any predecessor in interest.

B. IT IS MUTUALLY AGREED THAT:

1. Any award of damages in connection with any taking or condemnation or injury to the Property by reason of public use, or for damages resulting from private trespass or injury to the Property, is absolutely and unconditionally assigned and shall be paid to Beneficiary, under the terms and conditions of this Deed of Trust pertaining to Rents. Upon receipt of such money Beneficiary may apply the same on the Indebtedness. Grantor agrees to execute such further documents as may be required to effect the assignments herein made as Beneficiary or Trustee may require.

2. At any time, without affecting the liability of any person for the payment of the Indebtedness, and without otherwise affecting the security hereof, Trustee may (a) consent to or join in the making of any map or plat of the Property; (b) grant any easement or create any restriction thereof; (c) subordinate this Deed of Trust; (d) extend or modify the term of the loan or loans secured hereby; and (e) reconvey without warranty, all or any part of the Property. Grantor agrees to pay reasonable fees for any of the foregoing services.

3. Prior to any default by Grantor in the payment, observance, performance and discharge of any condition, obligation, covenant, or agreement of Grantor contained herein, Grantor may, as the agent and fiduciary representative of Beneficiary for collection and distribution purposes only, collect and receive the Rents as they come due and payable; the Rents are to be applied by Grantor to the payment of the Indebtedness and to the payment of all other sums payable under this Deed of Trust and, thereafter, so long as aforesaid has occurred, the balance shall be distributed to the account of Grantor. However, Beneficiary shall have the right before or after the occurrence of any default to notify any account debtor to pay all amounts owing with respect to Rents directly to Beneficiary. Upon any default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the Indebtedness, enter upon and take possession of the Property or any part thereof, in his own name, sue for or otherwise collect such Rents, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any Indebtedness, and in such order as Beneficiary may determine; also perform such acts of repair, cultivation, irrigation or protection, as may be necessary or proper to conserve the value of the Property; also lease the same or any part thereof for such rental, term, and upon such conditions as its judgment may dictate; also prepare for harvest, remove, and sell any crops that may be growing upon the Property, and apply the proceeds thereof upon the Indebtedness.

4. The entering upon and taking possession of the Property, the collection of Rents, or the proceeds of fire and other insurance policies, or compensation or awards for any taking of or damage to the Property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. Upon default by Grantor in payment of all or a portion of the Indebtedness or in performance of any agreement hereunder or in the performance of any agreement pertaining to the Indebtedness or the breach of any representation, covenant or warranty (each a "default"), the Indebtedness shall immediately become due and payable at the option of the Beneficiary and in accordance with applicable state law. In the event of default, Beneficiary may employ counsel to enforce payment of the Indebtedness, may cause the Trustee to sell the Property in accordance with the power of sale granted herein and the applicable state law, and may exercise such other rights and remedies granted under this Deed of Trust or by law and equity, including, but not limited to, California Code of Civil Procedure Sections 726.5 and 736, or similar state law, which rights and remedies shall be cumulative and not exclusive. Trustee may sell the Property as a whole or in separate parcels, and in such order as it may determine. The purchase price shall be payable in lawful money of the United States at the time of the sale. To the extent permitted by applicable law, Trustee may hold one or more sales of all or any portion of the Property by public announcement at the time and place of sale set forth in the notice thereof, and from time to time thereafter may postpone such sale or sales of all or any portion of the Property to the same or separate days by public announcement at such time fixed by the preceding postponement. Any person, including Trustee or Beneficiary, may purchase at such sale. Beneficiary may credit bid at any such sale, and if Beneficiary is the successful purchaser, it may apply any of the outstanding Indebtedness in settlement of the purchase price. Beneficiary may resort to and realize upon the security hereunder and any other real or personal property security now or hereafter held by Beneficiary for the Indebtedness in such order and manner as Beneficiary may, in its sole discretion, determine; or may resort to any or all such security may be taken concurrently or successively and in one or several consolidated or independent judicial actions or lawful nonjudicial proceedings, or both. If the Indebtedness is also secured by personal property, fixtures or crops, Beneficiary may enforce its security interest in the personal property, fixtures and crops and its lien under this Deed of Trust in any manner and in any order or sequence permitted by applicable law and the Uniform Commercial Code. Beneficiary shall have no duty or obligation to clean-up or otherwise prepare the personal property for sale. If Beneficiary elects to sell all or any portion of the personal property, Beneficiary is authorized to disclaim all warranties in connection with said sale. All

remedies are cumulative and none are exclusive; no election by Beneficiary to pursue one remedy or item of collateral shall be deemed to be a release or waiver of any other item of collateral or a release or modification of the inability of Grantor or any guarantor to pay all Indebtedness or perform in full all obligations to Beneficiary. The procedures governing the enforcement by Beneficiary of its foreclosure and provisional remedies against Grantor shall be governed by the laws of the state in which the Property is located. Nothing contained herein shall be construed to provide that the substantive law of the state in which the Property is located shall apply to the Beneficiary's rights and the Grantor's obligations hereunder or under the promissory note(s), which are and shall continue to be governed by the substantive law of the state in which the promissory note was executed.

Each Grantor expressly waives all defenses to the enforcement of Beneficiary's remedies in this Deed of Trust based on, any of the following events: (A) Insolvency, bankruptcy, reorganization, arrangement, adjustment, composition, assignment for the benefit of creditors, liquidation, winding up, dissolution, or death of Grantor; (B) Any limitation, discharge, or cessation of the liability of any Grantor due to any statute, regulation or rule of law, or any invalidity or unenforceability in whole or in part of the documents evidencing the Indebtedness; (C) Any merger, acquisition, consolidation, or change in structure of any Grantor; or any sale, lease, transfer, or other disposition of the Property, or any or all of the assets or shares of or ownership interests in any Grantor; or any removal, death, bankruptcy, reorganization, incapacity, discharge, or dissolution of any Grantor or any general or limited partner or member, beneficiary or trustee of any Grantor; (D) Any assignment or other transfer, in whole or in part, of Beneficiary's interests in the Indebtedness, the Property, or any security therefore; (E) Any claim, defense, counterclaim, or setoff, other than that of prior performance, which any Grantor may have or assert, including but not limited to any defense of incapacity or lack of corporate, partnership, limited liability company, trust or other authority to execute any documents relating to the Indebtedness; (F) Any cancellation, renunciation, or surrender of any debt instrument evidencing the Indebtedness; (G) Beneficiary's amendment, modification, renewal or extension of any documents or agreements relating to the Indebtedness, including any increase or decrease of the applicable interest rate thereon, the Property, or any portion thereof, or Beneficiary's exchange, release, or waiver of any Property; (H) Beneficiary's exercise or nonexercise of any power, right, or remedy with respect to the Indebtedness or the Property, including but not limited to Beneficiary's compromise, release, settlement, or waiver with or of any Grantor or any other person or the Property or Beneficiary's grant of additional credit to Grantor or Beneficiary's renewal, compromise, extension, acceleration or other change in time of payment and or any other terms of the Indebtedness, including increase or decrease in the rate of interest thereon; (I) Beneficiary's vote, claim, distribution, election, acceptance, action, or inaction in any bankruptcy case related to the Indebtedness or the Property; (J) Any impairment of any Property or invalidity of, or failure to perfect Beneficiary's security interest in the Property; (K) Beneficiary's foreclosure judicially or nonjudicially of any real or personal Property, or acceptance of any assignment or deed in lieu of foreclosure, or exercise of any other remedy against any Grantor, even though any rights any Grantor may have to seek reimbursement or other recovery from another Grantor or any other person may be eliminated thereby. Each Grantor also expressly and irrevocably waives all applicable suretyship and anti-deficiency statute defenses or any right to enforce any remedy that Beneficiary now has, or may have against any Trustor.

Each Grantor warrants and agrees that each of the waivers set forth above is made with each Grantor's full knowledge of its significance and consequences, and under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any of said waivers are determined to be contrary to any applicable law or public policy, such waivers shall be effective only to the extent permitted by law.

6. The failure on the part of the Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiary of any default shall not constitute a waiver of any other or subsequent defaults. Subsequent acceptance of any payment by the holder hereof shall not be deemed a waiver of any default by Grantor, or of Beneficiary's rights hereunder as the result of any sale, agreement to sell, conveyance, or alienation, regardless of holder's knowledge of such default, sale, agreement to sell, conveyance, or alienation at the time of acceptance of such payment.

7. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of any note or guaranty secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed of Trust,

whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. All obligations of Grantor hereunder are joint and several.

8. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee. This provision shall not act as a waiver of Grantor's right to notification of the Beneficiary's sale of personal property as granted in the Uniform Commercial Code.

9. Beneficiary may, from time to time or at any time, substitute a Trustee or Trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office the recorder of the county in which the Property herein described is situated, it shall be conclusive evidence of the appointment of such Trustee or Trustees, and such new Trustee or Trustees shall succeed to all of the powers and duties of the Trustee or Trustees named herein.

10. (a) Except as otherwise provided in the Loan Documents, in the event the Property, or any part thereof, or any interest therein, is sold, agreed to be sold, conveyed, alienated or further encumbered subject to any lien or charge, voluntarily or involuntarily, contractual or statutory, or transferred, including any sale of Carbon Credits or any water transfer as defined in subsection (b) below, by Grantor, or by operation of law or otherwise, without Beneficiary's prior written consent, the same shall be a default and all Indebtedness, regardless of the maturity dates, at the option of the holder hereof, and without demand or notice, shall immediately become due and payable. Failure to exercise such option shall not constitute a waiver of the right to exercise this option in the event of subsequent sale, agreement to sell, conveyance or alienation.

(b) A water transfer is any transfer, assignment, sale, agreement to sell, conveyance, exchange, gift, encumbrance, pledge, hypothecation, alienation, grant of option to purchase, or other disposition of, directly, indirectly or in trust, voluntarily or involuntarily, by operation of law or otherwise, or the entry into a binding agreement to do any of the foregoing with respect to all or any part of any existing or hereafter created or acquired Water Assets.

(c) Grantor shall provide to Beneficiary upon request copies of any and all instruments in its possession or control, or to which it has access, pursuant to which the Grantor, or any predecessor-in-interest to Grantor, reserved, conveyed or leased any coal, oil, petroleum, gas or other mineral rights (collectively, "mineral rights"), or any portion thereof, in, on or under the Property to any third party, including any modifications, amendments, or addenda to said instruments. Grantor shall provide to Beneficiary prompt notice of (a) any reservation, sale, lease or other transfer of any minerals in, on or under the Property occurring after the date hereof, and (b) the commencement by Grantor or any third party of any action to exploit any mineral rights in, on or under the Property, including the mining or other removal thereof and further including any preparatory work such as, without limitation, the installation of roads, wells, pipelines or other equipment (individually and collectively, a "Mineral Exploitation Event"). If any Mineral Exploitation Event occurs after the date hereof, Beneficiary shall have the right, at its sole option, exercisable by written notice to Grantor, to declare all Indebtedness, regardless of maturity date, immediately due and payable. Notwithstanding the foregoing, if the Exploited Parcel(s) constitute one or more separate legal parcels not necessary for the continuing use of the remainder of the Property, Beneficiary may at its sole option, exercisable by written notice to Grantor, to declare a portion of the Indebtedness (the "Accelerated Loan Amount") immediately due and payable equal to 110% of the value of the parcel or parcels overlying the mineral estate (whether created by reservation, grant or lease) within which the Mineral Exploitation Event occurred or is occurring (the "Exploited Parcels"). The value of the Exploited Parcel(s) shall be determined by Beneficiary in its sole but reasonable discretion using any reasonable method of valuation. Beneficiary shall, subject to receipt of the Accelerated Loan Amount, release the Exploited Parcels from the lien of this Deed of Trust.

11. If Grantor is an entity other than a natural person (such as a corporation or other organization), then any Indebtedness, irrespective of the maturity date, at the option of the Beneficiary, and without demand or notice, shall become immediately due and payable if: (a) a beneficial interest in Grantor equal to 25% or more in the aggregate is sold or transferred; (b) there is a change in either the identity or number of the managing members, partners or managers of Grantor if Grantor is a partnership or similar entity; or (c) there is a change in ownership of more than 25% of the voting stock of Grantor if Grantor is a corporation or similar entity.

12. If any portion of the Property is determined to be personal property, the Grantor has granted the Beneficiary a security interest therein and Beneficiary shall have all of the rights and remedies of a secured creditor under the Uniform Commercial Code. Grantor hereby authorizes Beneficiary to file the required Uniform Commercial Code financing statements, amendments, continuation statements and/or termination statements to perfect, amend, continue or terminate its security interest in the Property or any part thereof. Grantor further authorizes Beneficiary to file, with or without any additional signature from Grantor, as Beneficiary may elect, such amendments and continuation statements as Beneficiary may deem necessary or desirable from time to time to perfect or continue such lien.

13. In the event any one or more of the provisions contained in this Deed of Trust or in any promissory note or guaranty hereby secured shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceable shall not affect any other provision of this Deed of Trust or said promissory note or guaranty, but this Deed of Trust and said promissory notes or guaranties shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

14. Grantor agrees that he/she is entitled only to those notices required by applicable law and requests that a copy of any notice of default and of any notice of sale hereunder be mailed to Grantor at the address set forth below.

15. **THIS DOCUMENT MAY BE EXECUTED IN COUNTERPART, EACH OF WHICH WHEN EXECUTED AND DELIVERED SHALL BE DEEMED TO BE AN ORIGINAL AND ALL OF WHICH COUNTERPARTS TAKEN TOGETHER SHALL CONSTITUTE BUT ONE AND THE SAME INSTRUMENT.**

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC.

45490 County Road 39
Pierce, Colorado 80650

Podtburg Dairy Limited Partnership, LLLP, a Colorado limited liability limited partnership

By: Rickey Lee Podtburg
Rickey Lee Podtburg, General Partner

By: Greg Podtburg
Greg Podtburg, General Partner

ACKNOWLEDGMENT

STATE OF Colorado)
) SS
COUNTY OF Weld)

This instrument was acknowledged before me on this 16th day of Aug, 2022 by Rickey Lee Podtburg, General Partner of Podtburg Dairy Limited Partnership, LLLP, a Colorado limited liability limited partnership.

Notary Public

Andrew Conradson
Print or Typed Name of Notary Public

My commission (appointment) expires: March 25, 2024

Andrew Conradson
Notary Public
State of Colorado
Notary ID 20044010609
My Commission Expires: March 25, 2024

ACKNOWLEDGMENT

STATE OF Colorado)
) SS
COUNTY OF Weld)

This instrument was acknowledged before me on this 16 day of Aug, 2022 by Greg Podtburg, General Partner of Podtburg Dairy Limited Partnership, LLLP, a Colorado limited liability limited partnership.

Notary Public

Andrew Conradson
Print or Typed Name of Notary Public

My commission (appointment) expires: March 25, 2024

Andrew Conradson
Notary Public
State of Colorado
Notary ID 20044010609
My Commission Expires: March 25, 2024

Attachment to Deed of Trust
Podtburg Dairy Limited Partnership, LLLP
August 1, 2022
Page 1 of 1

EXHIBIT "A"

Parcel 1:

The N 1/2 of the SE 1/4 of Section 24, Township 4 North, Range 68 West of the 6th P.M., County of Weld, State of Colorado and the S 1/2 of the SE 1/4 of Section 24, Township 4 North, Range 68 West of the 6th P.M., County of Weld, State of Colorado

Parcel 2:

The N1/2 of the NW 1/4 of Section 24, Township 4 North, Range 68 West of the 6th P.M., County of Weld, State of Colorado.

Parcel 3:

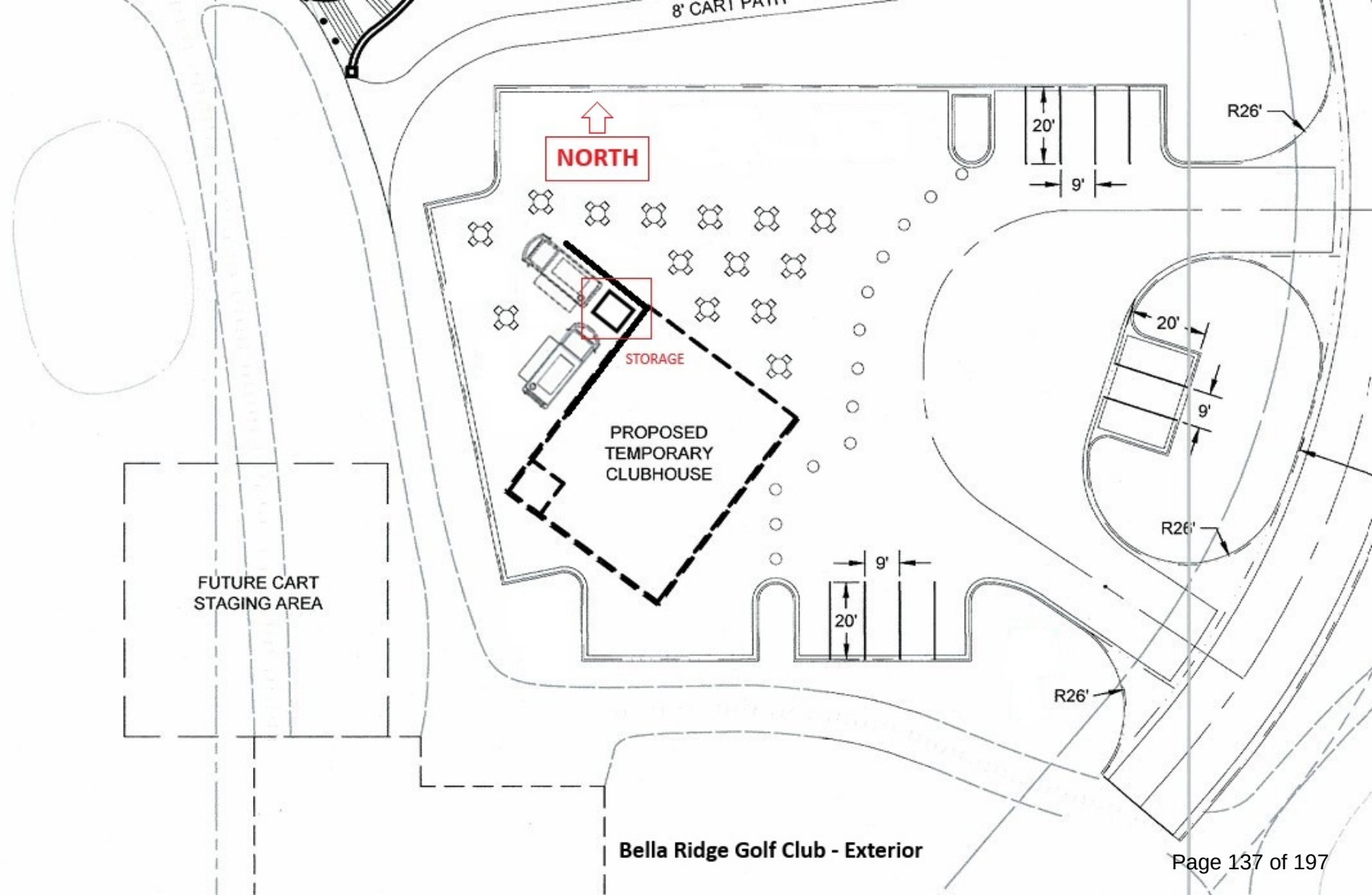
The W 1/2 of the NE 1/4 of Section 24, Township 4 North, Range 68 West of the 6th P.M., County of Weld, State of Colorado.

Parcel 4:

The NE 1/4 of the NE 1/4 of Section 24, Township 4 North, Range 68 West of the 6th P.M., County of Weld, State of Colorado.

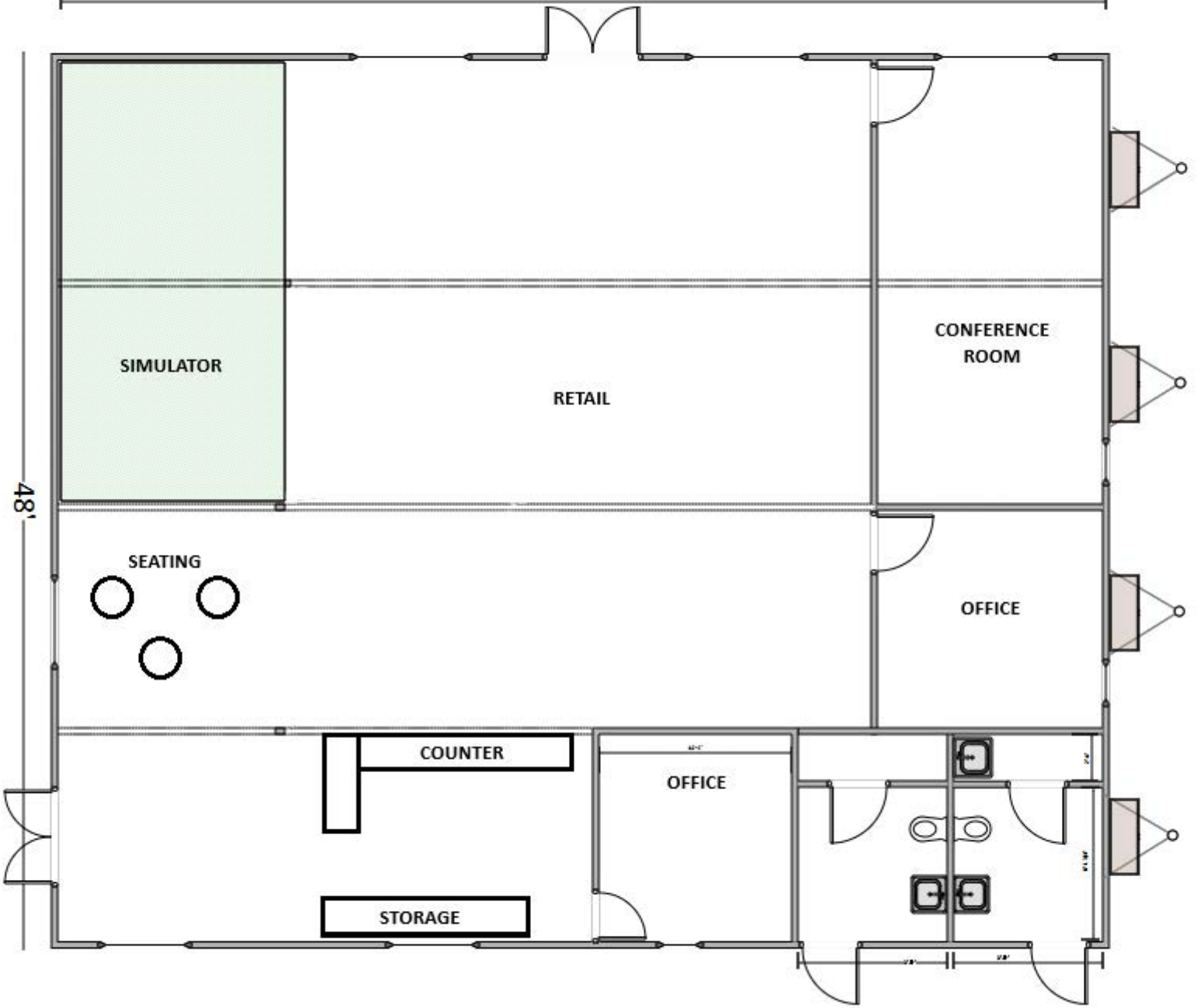
Parcel 5:

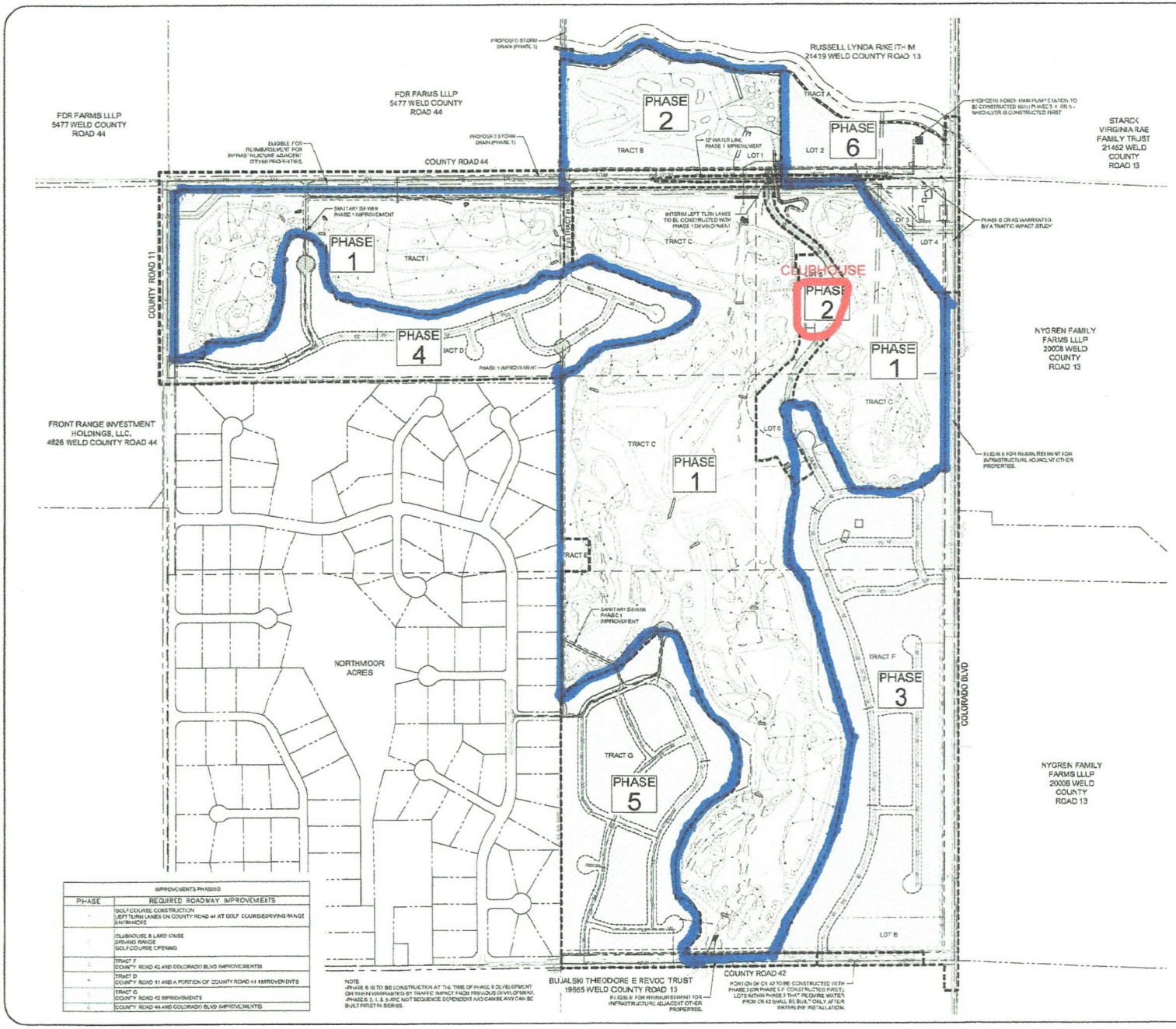
That portion of the SE 1/4 of Section 13, Township 4 North, Range 68 West of the 6th P.M., County of Weld, State of Colorado, lying South of what is known as the Hillsboro Ditch.



Bella Ridge Golf Club - Exterior

Bella Ridge Golf Clubhouse - Interior




FDR FARMS LLLP
5477 WELD COUNTY
ROAD 44
FDR FARMS LLLP
5477 WELD COUNTY
ROAD 44
RUSSELL LYNDA RIKE ITIM
21419 WELD COUNTY ROAD 13
STARCK
VIRGINIA RAE
FAMILY TRUST
21452 WELD
COUNTY
ROAD 13
COUNTY ROAD 44
COUNTY ROAD 11
COLORADO BLVD
FRONT RANGE INVESTMENT
HOLDINGS, LLC.
4826 WELD COUNTY ROAD 44
NYGREN FAMILY
FARMS LLLP
20008 WELD
COUNTY
ROAD 13
NYGREN FAMILY
FARMS LLLP
20008 WELD
COUNTY
ROAD 13
NORTHMOOR
ACRES
BUJALSKI THEODORE E REVOC TRUST
19865 WELD COUNTY ROAD 13
COUNTY ROAD 42
PHASE 1
PHASE 2
PHASE 3
PHASE 4
PHASE 5
PHASE 6
CLUBHOUSE
TRACT A
TRACT B
TRACT C
TRACT D
TRACT E
TRACT F
TRACT G
LOT 1
LOT 2
LOT 4
LOT 6
LOT 8
NORTH
LEGEND:
PROJECT BOUNDARY
PHASE LINE
PROPOSED WATER MAIN
PROPOSED SANITARY SEWER
PROPOSED STORM SEWER
NOTES:
BOUNDRY FOR LIQUOR LICENSE
CLUBHOUSE SECURED AREA
IMPROVEMENTS PHASING
PHASE
REQUIRED ROADWAY IMPROVEMENTS
GOLF COURSE CONSTRUCTION
LEFT TURN LANES ON COUNTY ROAD 44 AT GOLF COURSE/DRIVING RANGE INTERSECTIONS
CLUBHOUSE & LAKEHOUSE
DRIVING RANGE
GOLF COURSE OPENING
TRACT F
COUNTY ROAD 42 AND COLORADO BLVD IMPROVEMENTS
TRACT D
COUNTY ROAD 11 AND A PORTION OF COUNTY ROAD 44 IMPROVEMENTS
TRACT G
COUNTY ROAD 42 IMPROVEMENTS
COUNTY ROAD 44 AND COLORADO BLVD IMPROVEMENTS
NOTE
-PHASE 6 IS TO BE CONSTRUCTION AT THE TIME OF PHASE 6 DEVELOPMENT OR THEN IN WARRANTED BY TRAFFIC IMPACT FROM PREVIOUS DEVELOPMENT.
-PHASES 3, 4, & 5 ARE NOT SEQUENCE DEPENDENT AND CAN BE ANY CAN BE BUILT FIRST IN SERIES.
ELIGIBLE FOR REIMBURSEMENT FOR INFRASTRUCTURE ADJACENT OTHER PROPERTIES.
PHASE 6 OR AS WARRANTED BY A TRAFFIC IMPACT STUDY
PORTION OF CR 42 TO BE CONSTRUCTED WITH PHASE 3 OR PHASE 5 IF CONSTRUCTED FIRST. LOTS WITHIN PHASE 3 THAT REQUIRE WATER FROM CR 42 SHALL BE BUILT ONLY AFTER WATERLINE INSTALLATION.
CALL UTILITY NOTIFICATION CENTER OF COLORADO
811
Know what's below. Call before you dig.
PODTBURG SUBDIVISION FILING 1
PHASING PLAN
Sheet
PH1
7 of 72

TOWN OF JOHNSTOWN POLICE DEPARTMENT

Name and address of Applicant: Bella Ridge Golf LLC
2990 Weld County Rd. 44
Johnstown, CO 80534

1. Trade Name and Address: Bella Ridge Golf Club
2990 Weld County Rd. 44
Johnstown, CO 80534

2. Date of Application: May 15, 2025

3. Type of Application: Hotel and Restaurant License with one optional premises (City)

4. Investigation: Johnstown Police Department Case#: N/A
5. Findings of fact:

   A. Applicant is requesting a new Hotel and Restaurant License with one optional premises (City).
   B. Applicants have made an application for a Hotel and Restaurant License with one optional premises (City).
   C. There are no pending or open investigations with the Johnstown Police Department.
   D. There is no evidence that the five applicants have been convicted of a crime of moral turpitude as explained in the Code of Colorado Regulations Liquor and Tobacco Enforcement Division Regulation 47-310 (E) (2).
   E. Cooperation with the Johnstown Police Department has been good.

Ryan M Ogleby
POLICE COMMANDER

07/17/2025
DATE

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

Town Council Agenda Communication

Agenda Date: July 21, 2025

Subject: Consideration of a New Beer and Wine License for TA Operating dba Black Bear Diner

Attachments:
1. Order Approving Liquor License Black Bear Diner
2. Black Bear Diner Application
3. Johnstown Police Department Report

Presented by: Meghan Martinez, Town Clerk

Agenda Item Description:

This item is a public hearing for a new Beer and Wine Liquor License for TA Operating LLC dba Black Bear Diner located at 2842 SE Frontage Road, Suite A.

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.

The applicant is requesting a Beer and Wine License for Black Bear Diner. Staff would note that the convenience store side of the building currently holds a Fermented Malt Beverage On and Off Premises Liquor License. Staff and the applicant worked with State Liquor Enforcement to determine the best option for licensing Black Bear Diner and expansion of that license would not be permitted by State Liquor Enforcement, and it was recommended by the state that the applicant pursue a new liquor license for the diner. If approved, the facility would have two licenses (one for the Convenience Store and one for the Diner).

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 TA Operating LLC dba Black Bear Diner.

Suggested Motions:

For Approval: I move to approve the Beer and Wine Liquor License for TA Operating, LLC dba Black Bear Diner.

For Denial: I move to deny the Beer and Wine Liquor License for TA Operating, LLC dba Black Bear Diner.

Reviewed and Approved for Presentation

Town Manager

TOWN OF JOHNSTOWN **LIQUOR LICENSING AUTHORITY** 450 S. Parish Avenue Johnstown, CO 80534 Phone No. (970) 587-4664 **IN THE MATTER OF:** **TA Operating, LLC d/b/a Black Bear Diner** 2842 SE Frontage Road, Suite A Johnstown, CO 80534	Δ AUTHORITY USE ONLY Δ

ORDER GRANTING BEER AND WINE LICENSE
TO TA OPERATING, LLC D/B/A BLACK BEAR DINER

THIS MATTER came before the Town of Johnstown Liquor Licensing Authority ("Authority") on the application of TA Operating, LLC, a Delaware limited liability company, d/b/a Black Bear Diner ("Applicant") for a Beer and Wine License dated June 11, 2025, for a premises located at 2842 SE Frontage Road, Suite A, Town of Johnstown, State of Colorado ("Application"). Following due and proper notice, the Authority conducted a public hearing on ____, 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 Beer and Wine License is GRANTED.

Done and dated this ___ day of _____, 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:

TA Operating, LLC
Two Newton Place
255 Washington Street, Suite 100
Newton, MA 02458

_____
Meghan Martinez

DR 8404 (03/26/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Colorado Liquor Retail License Application

*** Note that the Division will not accept cash** ☒ **Paid by Check** ☐ **Paid Online**

Date Uploaded to MoveIt

☐ **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 Husband and Wife Partnerships)

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

TA Operating LLC

FEIN Number: [redacted]

State Sales Tax Number: [redacted]

Trade Name of Establishment (DBA): Black Bear Diner

Business Telephone: 917-667-2069

Address of Premises (specify exact location of premises, include suite/unit numbers): 2842 SE Frontage Road, Suite A

City	County	State	ZIP Code
Johnstown	Larimer	CO	80534

Mailing Address (Number and Street)	City or Town	State	ZIP Code
Two Newton Pl., 255 Washington St., Ste. 100	Newton	MA	02458

Email Address: EHobson@ta-petro.com; Emily.Gant@Foster.com; Brian.Fink@Foster.com; Michelle.Turner@Foster.com

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

Present Trade Name of Establishment (DBA): N/A

Present State License Number	Present Class of License	Present Expiration Date
N/A	N/A	N/A

Section A Nonrefundable application fees*

- [ ] Application Fee for New License $1,100.00
- [x] 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
- [x] 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
- [ ] 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 & Entertainment - L&E (City) $500.00
- ☐ Lodging & Entertainment - L&E (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
- **N/A** [ ] 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.)
- **N/A** [ ] 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
- **N/A** [ ] Lease in the name of the applicant (or) (matching Applicant Name provided on page 1)
- **N/A** [ ] Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant
- **N/A** [ ] 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://www.colorado.gov/pacific/cbi/identification-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

N/A[ ] Purchase agreement, stock transfer agreement, and/or authorization to transfer license

N/A[ ] List of all notes and loans (Copies to also be attached)

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

N/A[ ] Form DR 4679 Lawful Presence Affidavit

N/A[ ] Copy of State issued Driver's License or Colorado Identification Card for each applicant

VI. Corporate applicant information (if applicable)

N/A[ ] Certificate of Incorporation

N/A[ ] Certificate of Good Standing

N/A[ ] Certificate of Authorization if foreign corporation (out of state applicants only)

VII. Partnership applicant information (if applicable)

N/A[ ] Partnership Agreement (general or limited).

N/A[ ] 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

N/A[ ] If owner is managing, no fee required

*** See enclosed Colorado Department of Revenue Master File Approval Letter under Account No. 03-1670

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.

   * Please see attached rider.

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.

N/A

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

N/A

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 (>) 10,0000? **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

N/A

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..... **N/A** ○ 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.. Please see attached rider..... ◉ 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) N/A

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

Landlord	Tenant	Expires
N/A	N/A	N/A

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".

TA Operating LLC License History Rider

Questions 2 (a), (b) and 7

TA Operating LLC is a wholly owned subsidiary of TravelCenters of America Inc. ("TA"), which is in turn a wholly owned indirect subsidiary of BP PLC a British publicly traded company trading on the London, Frankfurt and New York Stock Exchange (NYSE: BP). TA, through its wholly owned subsidiaries, owns and/or operates in excess of 300 travel centers across the United States, some of which serve and/or sell alcoholic beverages.

In addition, BP owns and/or operates convenience stores through other wholly owned indirect subsidiaries in CA, FL, IL, IN, KY, NY, OH, OR, TN and WA, some of which sell/serve alcoholic beverages pursuant to the appropriate retail liquor licenses in these states. Some of the officers and directors of TA are also officers of these entities.

As officers and or/directors of TA and other BP subsidiaries, these individuals have a past or present interest in those retail licenses. Their affiliation with the alcoholic beverage retail licenses is solely in the capacity of corporate official.

None of the alcoholic beverage licenses described above has ever been revoked or cancelled, but some licenses have been voluntarily surrendered as a result of sale or closure of a licensed business. From time to time, some of the licensed locations have been the subject of alcoholic beverage regulatory inquiry leading to offers in compromise or, in limited cases, a brief suspension. Furthermore, Town of Limon, CO denied an application for package fermented malt beverage license because of over concentration of licenses in the area.

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. N/A

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: **N/A**
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: **N/A**

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**

N/A

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: **N/A**

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: **N/A**

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. **Manager is currently vetted with the Department of Revenue.

Last Name of Manager	First Name of Manager
Oster	Michael

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

TA Operating LLC

Type of License	Account Number
Fermented Malt Beverage On/Off (City)	04-01533

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

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. 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: Please see attached rider.
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:

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:

TA Operating LLC

Executive Officers, Directors and Sole Member

Name	Home Address	Date of Birth	Position	% Owned
Gregory A. Franks	828 El Cielito St. Denton, TX 76205	[redacted]	Director, President & Chairman	%
Jason E. Alvarado	6219 Wynnwood Ln. Houston, TX 77008	[redacted]	Secretary	%
Babu V. Rajalingam	4138 Xerxes Ave., South Minneapolis, MN 55410	[redacted]	Vice President, Chief Financial Officer	%
Mayrena M. Castillo Cheng	1130 Ironwood Ln. Lisle, IL 60532	[redacted]	Director	%
Michael J. Polachek III	5092 Fitch Dr. Sheffield Village, OH 44054	[redacted]	Director	%
Deborah C. Boffa	2 Creek Ridge Rocky River, OH 44116	[redacted]	Chief Executive Officer	%
TravelCenters of America Inc.	24601 Center Ridge Rd., Ste. 200 Westlake, OH 44145	[redacted]	Sole Member	100%

** 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.

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	Title
Michael J. Polachek III	Director

Authorized Signature	Date (MM/DD/YY)
Michael J. Polachek	06/11/2025

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 > 10,0000? ..... ○ 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 < 10,0000? ..... ○ 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 for

Telephone Number

◉ Town, City
○ County

Printed Name

Title

Signature

Date (MM/DD/YY)

Printed Name

Title

Signature

Date (MM/DD/YY)

DR 8495 (02/16/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Tax Check Authorization, Waiver, and Request to Release Information

I, Michael J. Polachek III

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

(the "Applicant/Licensee")

TA Operating LLC

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)

TA Operating LLC

Social Security Number/Tax Identification Number	Home Phone Number	Business/Work Phone Number
[redacted]	N/A	617-219-1428

Street Address

Two Newton Pl., 255 Washington St., Ste. 100

City	State	ZIP Code
Newton	MA	02458

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

Michael J. Polachek III, Director

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)	Date Signed
Michael J. Polachek	06/11/2025

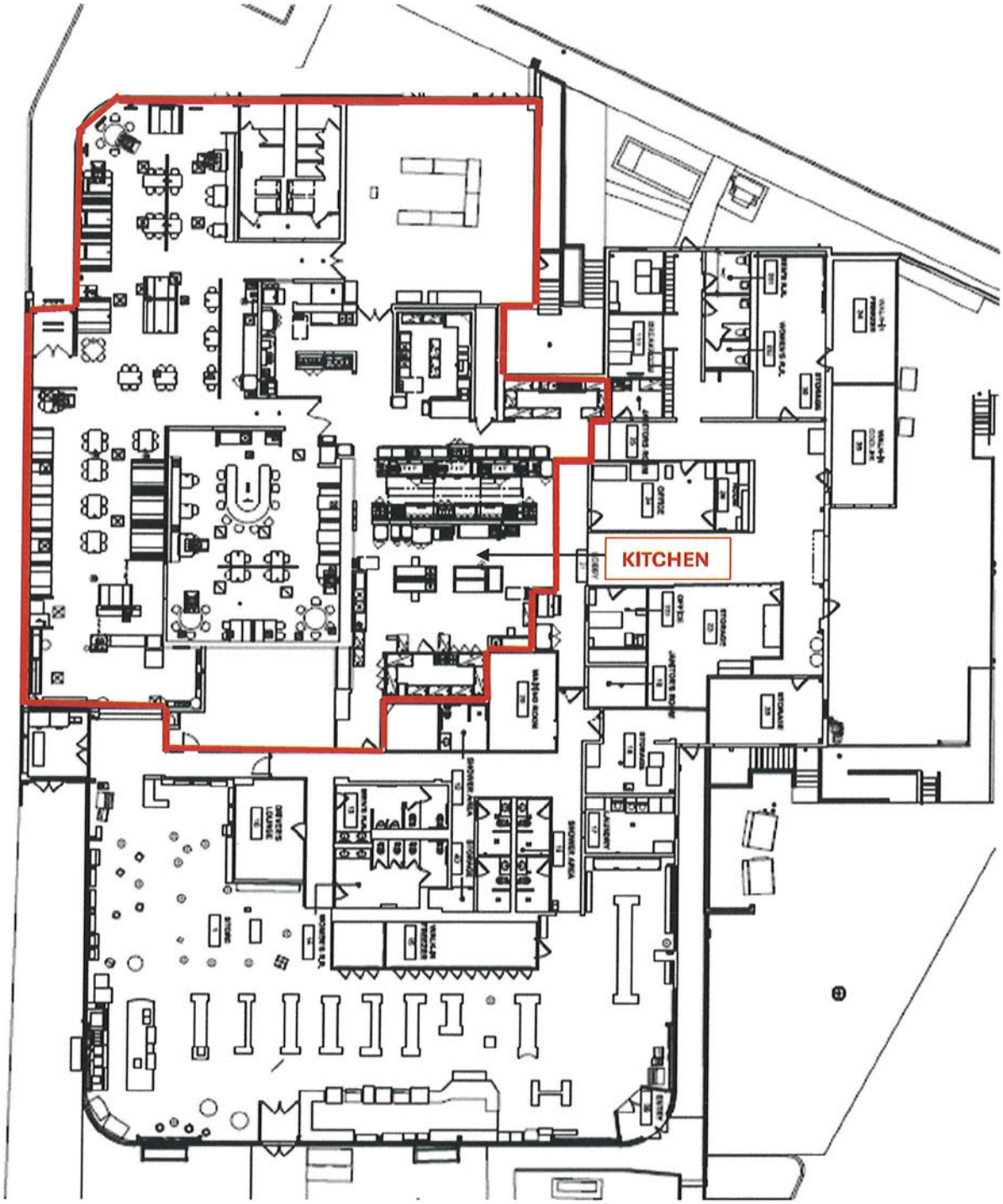
Privacy Act Statement

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).

DIAGRAM(S)

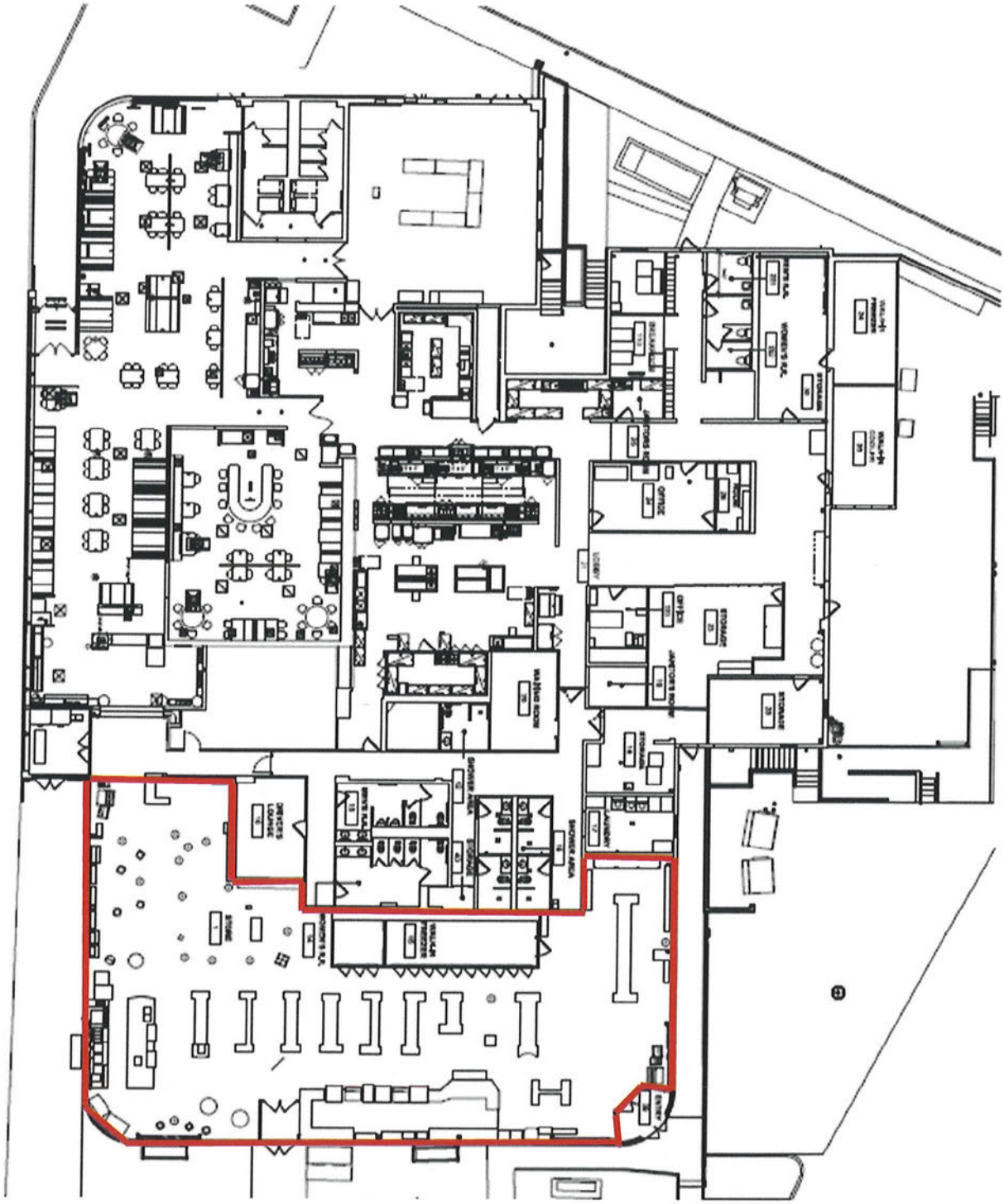
TA Operating LLC
2842 SE Frontage Road, Suite A, Johnstown, CO 80534
Application for Liquor Retail License (Beer and Wine License (City))
Diagrams of Premises

Proposed Licensed Premises (Red Lines)



TA Operating LLC
2842 SE Frontage Road, Suite A, Johnstown, CO 80534
Application for Liquor Retail License (Beer and Wine License (City))
Diagrams of Premises

Floorplan Showing On/Off Licensed Premises (Red Lines)



DEED

RECEPTION#: 20140054912, 09/26/2014 at 01:33:08 PM, 1 OF 10, R $56.00 State Documentary Fee $695.50 TD Pgs: 2 Angela Myers, Clerk & Recorder, Larimer County, CO

THIS DOCUMENT WAS PREPARED BY AND AFTER RECORDING RETURN TO: Katten Muchin Rosenman LLP 525 W. Monroe Street Chicago, IL 60661-3693 Attention: David P. Cohen	[This space reserved for recording data.]

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (the "**Deed**"), is made as of this 24 day of September, 2014, by JOHNSON-TAYLOR FAMILY PROPERTIES, LLLP, a Colorado limited liability limited partnership (the "**Grantor**"), having an office at 2409 Lake Drive, Loveland, Colorado 80538, to TA OPERATING LLC, a Delaware limited liability company (the "**Grantee**"), having an office at 24601 Center Ridge Road, Westlake, Ohio 44145.

WITNESSETH:

That the Grantor for and in consideration of the sum of TEN AND 00/100THS DOLLARS ($10.00) and other good and valuable consideration in hand paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, by these presents does ***GRANT, REMISE, RELEASE, ALIEN, SELL AND CONVEY*** unto the Grantee and its successors and assigns ***FOREVER***, all of the real estate, situated in the County of Larimer and State of Colorado commonly known as 2842 SE Frontage Rd, Johnstown, Colorado and legally described on **Exhibit A** attached hereto and made a part hereof together with the building structures, fixtures, and other improvements located on said real estate and all hereditaments, easements and appurtenances thereunto belonging, or in any way pertaining to said real estate (the "**Property**"), subject only to those matters described on **Exhibit B** attached hereto and made a part hereof (the "**Permitted Exceptions**").

TO HAVE AND TO HOLD the Property, subject only to the Permitted Exceptions, unto the Grantee and its successors and assigns forever.

Grantor does covenant, promise and agree, to and with the Grantee and its successors and assigns, that Grantor, and only Grantor, has not done, or suffered to be done, anything whereby the Property is, or may be, in any manner encumbered, except as herein recited, and that it ***WILL WARRANT AND FOREVER DEFEND*** the Property against persons lawfully claiming by, through or under Grantor but not otherwise, except for claims arising under or by virtue of the Permitted Exceptions.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused its name to be signed to these presents on the date first set forth above.

GRANTOR:

JOHNSON-TAYLOR FAMILY PROPERTIES, LLLP, a Colorado limited liability limited partnership

By: _____
Name: Chauncey Taylor
Title: Managing Partner

STATE OF Colorado)
) SS
COUNTY OF Larimer)

On Sept 23, 2014 before me, the undersigned, personally appeared Chauncey Taylor, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Witness my hand and official seal.

Stephanie Payton
Notary Public

My Commission expires: 10-29-14

[SEAL]

STEPHANIE PAYTON NOTARY PUBLIC STATE OF COLORADO

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Exhibit A to Special Warranty Deed

Legal Description

Exhibit A to Special Warranty Deed

Parcel 1:

LOT 1, MINOR RE-SUBDIVISION BEING A REPLAT OF LOT 2, MINOR RE-SUBDIVISION OF LOT 2 OF THE REPLAT OF LOT 1 OF REPLAT "A" OF LOT 2, OF THE AMENDED PLAT OF GREAT COLORADO MARKETPLACE SUBDIVISION LYING WITHIN THE NORTHEAST 1/4 OF SECTION 34 AND THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M., LARIMER COUNTY, COLORADO.

Parcel 2:

Tract A:

Township 05 North, Range 68 West, 6th P.M.:

Section 27: That portion of the SE/4 of the SE/4 of Section 27, Township 5 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado, described as follows:

Beginning at a point on the South line of Section Twenty-seven (27), Township Five (5) North, Range Sixty-eight (68) West of the Sixth P.M., North 89° 48' West 242 feet from Southeast corner of said Section, thence North 89° 48' West 94 feet, thence North 23° 48' West 586.2 feet, thence South 81° 50' East 352.4 feet, South 69° 34' East 47 feet, thence South 54° 32' East 50 feet, thence South 43° 11' East 150 feet, thence South 15° 14' East 133 feet, thence North 89° 48' West 242 feet, thence South 00° 23' East 205 feet to the Point of Beginning;

Excepting therefrom the following two tracts:

Considering the South line of Section 27, Township 5 North, of Range 68 West of the 6th P.M., as bearing North 89° 48' West and with all bearings contained herein relative thereto:

Beginning at a point on the South line of said Section 27, North 89° 48' West 242 feet from the Southeast corner of said Section, thence along the Easterly line of that certain parcel of land described in Deed recorded in Book 981, Page 147, North 0° 23' West 102.01 feet to the True Point of Beginning, thence North 89° 48' West 50 feet, thence North 0° 23' West 150 feet, more or less, to the Southerly line of that certain parcel of land described in Deed recorded in Book 1143, Page 432, thence along said Southerly line South 89° 48' East 50 feet, thence South 0° 23' East 150 feet, more or less, to the True Point of Beginning.

and,

Considering the South line of Section 27, Township 5 North, of Range 68 West of the 6th P.M., as bearing North 89° 48' West and with all bearings contained herein relative thereto:

Beginning at a point on the Easterly line of the right of way of U.S. Highway No. 87, which bears North 89° 48' West 336 feet and again North 23° 48' West 275.84 feet, from the Southeast corner of said Section 27 North 23° 48' West 290.49 feet along said right of way line, thence South 81° 50' East 347.88 feet, thence South 56° 37' East 91.71 feet, thence South 2° 423 West 166.97 feet, thence North 89° 48' West 296.76 feet to the Point of Beginning.

Tract B:

Section 27: That portion of the SE/4 of the SE/4 of Section 27, Township 5 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado, described as follows:

Considering the South line of Section Twenty-seven (27), Township Five (5) North, Range Sixty-eight (68) West of the Sixth P.M., as bearing North 89° 48' West and with all bearings contained herein relative thereto:

Beginning at a point on the South line of said Section 27, North 89° 48' West 242 feet from Southeast corner of said Section; thence along the Easterly line of that certain parcel of land described in Deed recorded in Book 981, Page 147 North 0° 23' West 102.01 feet to the True Point of Beginning; thence North 89° 48' West 50 feet; thence North 0° 23' West 150 feet more or less to the Southerly line of that certain parcel of land described in Deed recorded in Book 1143, Page 432; thence along said Southerly line South 89° 48' East 50 feet; thence South 0° 23' East 150 feet, more or less, to the True Point of Beginning.

Tract C:

Section 27: That portion of the SE/4 of the SE/4 of Section 27, TowNship 5 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado, described as follows:

A tract of land located in the SE/4 of said Section 27, which in considering the South line of said SE/4 as bearing North 89° 48' West and with all bearings contained herein relative thereto is contained within boundary lines Beginning at a point located North 0° 23' East 30 feet from the Southeast corner of said Section 27; thence North 89° 48' West 175 feet; thence North 0° 23' West 175 feet; thence South 89° 48' East 175 feet; thence South 0° 23' East 175 feet to the Point of Beginning.

Tract D:

Section 27: That portion of the SE/4 of the SE/4 of Section 27, Township 5 North, Range

68 West of the 6th P.M., County of Larimer, State of Colorado, described as follows:

A tract of land located in the Southeast Quarter of said Section 27, which considering the South line of the SE/4 as bearing North 89° 48' West and with all bearings contained herein relative thereto is contained within boundary lines Beginning at a point located North 0° 23' West 30 feet from the Southeast corner of said Section 27, thence North 89° 48' West 175 feet to the True Point of Beginning, thence North 0° 23' West 175 feet, thence North 89° 48' West 67 feet, thence South 0° 23' East 175 feet, thence South 89° 48' East 67 feet to the True Point of Beginning.

All lands located in Larimer County, Colorado.

Exhibit B to Special Warranty Deed

Permitted Exceptions

1. Taxes for the year 2014, a lien not yet due and payable.

2. Reservations made by the Union Pacific Railway Company in deed recorded February 28, 1884 in Book 29 at Page 316, providing substantially as follows: Reserving unto the company and its assigns all coal that may be found underneath surface of land herein described and the exclusive right to prospect and mine for same, also such right of way and other grounds as may appear necessary for proper working of any coal mines that may be developed upon said premises, and for transportation of coal from same, and any and all assignments thereof or interest therein.

3. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement and Right of Way Agreement recorded April 7, 1993 at Reception No. 93021535, as approximately shown on survey coordinated by Commercial Due Diligence Services and prepared by Gregory A. Clark of Boundary Boys, LLC, Job Number 14-06-15182, dated July 1, 2014 and last revised July 9, 2014 (the "Survey").

4. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement and Right of Way Agreement recorded April 7, 1993 at Reception No. 93021537, as approximately shown on the Survey.

5. Ordinance No. 99-608, for approval of PUD zoning, recorded October 8, 1999 at Reception No. 99088506. (Affects Parcels 1 and 2).

6. Terms, conditions, provisions, obligations and agreements as set forth in the Annexation Agreement Johnson's Corner Annexation recorded November 9, 1999 at Reception No. 99096557, and Amendments recorded March 30, 2001 at Reception No. 2001023483, April 30, 2001 at Reception No. 2001031361, October 22, 2003 at Reception No. 2003-0134585, December 9, 2009 at Reception No. 20090083372, and February 9, 2010 at Reception No. 20100007406.

7. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Johnstown Fire Protection District, as evidenced by instrument recorded November 1, 2002 at Reception No. 2002116662, none now due or payable.

8. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Agreement recorded July 19, 2004 at Reception No. 2004-0070340.

9. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Minor Re-Subdivision Being a Replat of Lot 2 of the Replat of Lot 1 of Replat "A" of Lot 2, of the Amended Plat of Great Colorado Market Place Subdivision, recorded July 17, 2009 at Reception No. 20090049304.

10. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Permanent Utility Easement recorded September 29, 2009 at Reception No. 20090066776.

11. Reservations made by the Union Pacific Railway and Telegraph Company in deed recorded December 1, 1885 in Book 47 at Page 78, providing substantially as follows: Reserving unto the company and its assigns all coal that may be found underneath surface of land herein described and the exclusive right to prospect and mine for same, also such right of way and other grounds as may appear necessary for proper working of any coal mines that may be developed upon said premises, and for transportation of coal from same, and any and all assignments thereof or interest therein.

12. An easement for utilities and incidental purposes granted to The Mountain States Telephone and Telegraph Company, as set forth in an instrument recorded September 24, 1981 in Book 2134 at Page 585, as approximately located as shown on the Survey.

13. An easement for utilities and incidental purposes granted to The Mountain States Telephone and Telegraph Company, as set forth in an instrument recorded October 2, 1981 in Book 2135 at Page 947, as approximately located as shown on the Survey.

14. Terms, conditions, provisions, obligations and agreements as set forth in the Findings and Decree recorded September 30, 2010 at Reception No. 20100058874.

15. Oil and Gas Lease recorded November 12, 2013 at Reception No. 20130083451, and any and all assignments thereof or interests therein.

16. Oil and Gas Lease recorded February 14, 2014 at Reception No. 20140007905, and any and all assignments thereof or interests therein.

17. Mineral rights as conveyed by Mineral Deed recorded February 11, 2014 at Reception Nos. 20140007218 and 20140007219, and any and all assignments thereof or interests therein.

18. Reservation of oil, gas and other mineral as reserved in Deed recorded February 11, 2014 at Reception Nos. 20140007220, and any and all assignments thereof or interests therein.

THIS DOCUMENT WAS PREPARED BY AND AFTER RECORDING RETURN TO: Katten Muchin Rosenman LLP 525 W. Monroe Street Chicago, IL 60661-3693 Attention: David P. Cohen	Recorded Electronically ID 2014005491 2 County Larimer, Co Date 9/26/14 Time 12:08 PM Simplifile.com 800.460.5657 [This space reserved for recording data.]

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (the "**Deed**"), is made as of this 24 day of September, 2014, by JOHNSON-TAYLOR FAMILY PROPERTIES, LLLP, a Colorado limited liability limited partnership (the "**Grantor**"), having an office at 2409 Lake Drive, Loveland, Colorado 80538, to TA OPERATING LLC, a Delaware limited liability company (the "**Grantee**"), having an office at 24601 Center Ridge Road, Westlake, Ohio 44145.

WITNESSETH:

That the Grantor for and in consideration of the sum of TEN AND 00/100THS DOLLARS ($10.00) and other good and valuable consideration in hand paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, by these presents does ***GRANT, REMISE, RELEASE, ALIEN, SELL AND CONVEY*** unto the Grantee and its successors and assigns ***FOREVER***, all of the real estate, situated in the County of Larimer and State of Colorado commonly known as 2842 SE Frontage Rd, Johnstown, Colorado and legally described on **Exhibit A** attached hereto and made a part hereof together with the building structures, fixtures, and other improvements located on said real estate and all hereditaments, easements and appurtenances thereunto belonging, or in any way pertaining to said real estate (the "**Property**"), subject only to those matters described on **Exhibit B** attached hereto and made a part hereof (the "***Permitted Exceptions***").

TO HAVE AND TO HOLD the Property, subject only to the Permitted Exceptions, unto the Grantee and its successors and assigns forever.

Grantor does covenant, promise and agree, to and with the Grantee and its successors and assigns, that Grantor, and only Grantor, has not done, or suffered to be done, anything whereby the Property is, or may be, in any manner encumbered, except as herein recited, and that it ***WILL WARRANT AND FOREVER DEFEND*** the Property against persons lawfully claiming by, through or under Grantor but not otherwise, except for claims arising under or by virtue of the Permitted Exceptions.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused its name to be signed to these presents on the date first set forth above.

GRANTOR:

JOHNSON-TAYLOR FAMILY PROPERTIES, LLLP, a Colorado limited liability limited partnership

By: _____
Name: Chauncey Taylor
Title: Managing Partner

STATE OF Colorado)
) SS
COUNTY OF Larimer)

On Sept 23 2014 before me, the undersigned, personally appeared Chauncey Taylor, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Witness my hand and official seal.

Stephanie Payton
Notary Public

My Commission expires: 10-29-14

[SEAL]

STEPHANIE PAYTON NOTARY PUBLIC STATE OF COLORADO

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Exhibit A to Special Warranty Deed

Legal Description

Exhibit A to Special Warranty Deed

Parcel 1:

LOT 1, MINOR RE-SUBDIVISION BEING A REPLAT OF LOT 2, MINOR RE-SUBDIVISION OF LOT 2 OF THE REPLAT OF LOT 1 OF REPLAT "A" OF LOT 2, OF THE AMENDED PLAT OF GREAT COLORADO MARKETPLACE SUBDIVISION LYING WITHIN THE NORTHEAST 1/4 OF SECTION 34 AND THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M., LARIMER COUNTY, COLORADO.

Parcel 2:

Tract A:

Township 05 North, Range 68 West, 6th P.M.:

Section 27: That portion of the SE/4 of the SE/4 of Section 27, Township 5 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado, described as follows:

Beginning at a point on the South line of Section Twenty-seven (27), Township Five (5) North, Range Sixty-eight (68) West of the Sixth P.M., North 89° 48' West 242 feet from Southeast corner of said Section, thence North 89° 48' West 94 feet, thence North 23° 48' West 586.2 feet, thence South 81° 50' East 352.4 feet, South 69° 34' East 47 feet, thence South 54° 32' East 50 feet, thence South 43° 11' East 150 feet, thence South 15° 14' East 133 feet, thence North 89° 48' West 242 feet, thence South 00° 23' East 205 feet to the Point of Beginning;

Excepting therefrom the following two tracts:

Considering the South line of Section 27, Township 5 North, of Range 68 West of the 6th P.M., as bearing North 89° 48' West and with all bearings contained herein relative thereto:

Beginning at a point on the South line of said Section 27, North 89° 48' West 242 feet from the Southeast corner of said Section, thence along the Easterly line of that certain parcel of land described in Deed recorded in Book 981, Page 147, North 0° 23' West 102.01 feet to the True Point of Beginning, thence North 89° 48' West 50 feet, thence North 0° 23' West 150 feet, more or less, to the Southerly line of that certain parcel of land described in Deed recorded in Book 1143, Page 432, thence along said Southerly line South 89° 48' East 50 feet, thence South 0° 23' East 150 feet, more or less, to the True Point of Beginning.

and,

Considering the South line of Section 27, Township 5 North, of Range 68 West of the 6th P.M., as bearing North 89° 48' West and with all bearings contained herein relative thereto:

Beginning at a point on the Easterly line of the right of way of U.S. Highway No. 87, which bears North 89° 48' West 336 feet and again North 23° 48' West 275.84 feet, from the Southeast corner of said Section 27 North 23° 48' West 290.49 feet along said right of way line, thence South 81° 50' East 347.88 feet, thence South 56° 37' East 91.71 feet, thence South 2° 423 West 166.97 feet, thence North 89° 48' West 296.76 feet to the Point of Beginning.

Tract B:

Section 27: That portion of the SE/4 of the SE/4 of Section 27, Township 5 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado, described as follows:

Considering the South line of Section Twenty-seven (27), Township Five (5) North, Range Sixty-eight (68) West of the Sixth P.M., as bearing North 89° 48' West and with all bearings contained herein relative thereto:

Beginning at a point on the South line of said Section 27, North 89° 48' West 242 feet from Southeast corner of said Section; thence along the Easterly line of that certain parcel of land described in Deed recorded in Book 981, Page 147 North 0° 23' West 102.01 feet to the True Point of Beginning; thence North 89° 48' West 50 feet; thence North 0° 23' West 150 feet more or less to the Southerly line of that certain parcel of land described in Deed recorded in Book 1143, Page 432; thence along said Southerly line South 89° 48' East 50 feet; thence South 0° 23' East 150 feet, more or less, to the True Point of Beginning.

Tract C:

Section 27: That portion of the SE/4 of the SE/4 of Section 27, TowNship 5 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado, described as follows:

A tract of land located in the SE/4 of said Section 27, which in considering the South line of said SE/4 as bearing North 89° 48' West and with all bearings contained herein relative thereto is contained within boundary lines Beginning at a point located North 0° 23' East 30 feet from the Southeast corner of said Section 27; thence North 89° 48' West 175 feet; thence North 0° 23' West 175 feet; thence South 89° 48' East 175 feet; thence South 0° 23' East 175 feet to the Point of Beginning.

Tract D:

Section 27: That portion of the SE/4 of the SE/4 of Section 27, Township 5 North, Range

68 West of the 6th P.M., County of Larimer, State of Colorado, described as follows:

A tract of land located in the Southeast Quarter of said Section 27, which considering the South line of the SE/4 as bearing North 89° 48' West and with all bearings contained herein relative thereto is contained within boundary lines Beginning at a point located North 0° 23' West 30 feet from the Southeast corner of said Section 27, thence North 89° 48' West 175 feet to the True Point of Beginning, thence North 0° 23' West 175 feet, thence North 89° 48' West 67 feet, thence South 0° 23' East 175 feet, thence South 89° 48' East 67 feet to the True Point of Beginning.

All lands located in Larimer County, Colorado.

Exhibit B to Special Warranty Deed

Permitted Exceptions

1. Taxes for the year 2014, a lien not yet due and payable.

2. Reservations made by the Union Pacific Railway Company in deed recorded February 28, 1884 in Book 29 at Page 316, providing substantially as follows: Reserving unto the company and its assigns all coal that may be found underneath surface of land herein described and the exclusive right to prospect and mine for same, also such right of way and other grounds as may appear necessary for proper working of any coal mines that may be developed upon said premises, and for transportation of coal from same, and any and all assignments thereof or interest therein.

3. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement and Right of Way Agreement recorded April 7, 1993 at Reception No. 93021535, as approximately shown on survey coordinated by Commercial Due Diligence Services and prepared by Gregory A. Clark of Boundary Boys, LLC, Job Number 14-06-15182, dated July 1, 2014 and last revised July 9, 2014 (the "Survey").

4. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement and Right of Way Agreement recorded April 7, 1993 at Reception No. 93021537, as approximately shown on the Survey.

5. Ordinance No. 99-608, for approval of PUD zoning, recorded October 8, 1999 at Reception No. 99088506. (Affects Parcels 1 and 2).

6. Terms, conditions, provisions, obligations and agreements as set forth in the Annexation Agreement Johnson's Corner Annexation recorded November 9, 1999 at Reception No. 99096557, and Amendments recorded March 30, 2001 at Reception No. 2001023483, April 30, 2001 at Reception No. 2001031361, October 22, 2003 at Reception No. 2003-0134585, December 9, 2009 at Reception No. 20090083372, and February 9, 2010 at Reception No. 20100007406.

7. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Johnstown Fire Protection District, as evidenced by instrument recorded November 1, 2002 at Reception No. 2002116662, none now due or payable.

8. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Agreement recorded July 19, 2004 at Reception No. 2004-0070340.

9. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Minor Re-Subdivision Being a Replat of Lot 2 of the Replat of Lot 1 of Replat "A" of Lot 2, of the Amended Plat of Great Colorado Market Place Subdivision, recorded July 17, 2009 at Reception No. 20090049304.

10. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Permanent Utility Easement recorded September 29, 2009 at Reception No. 20090066776.

11. Reservations made by the Union Pacific Railway and Telegraph Company in deed recorded December 1, 1885 in Book 47 at Page 78, providing substantially as follows: Reserving unto the company and its assigns all coal that may be found underneath surface of land herein described and the exclusive right to prospect and mine for same, also such right of way and other grounds as may appear necessary for proper working of any coal mines that may be developed upon said premises, and for transportation of coal from same, and any and all assignments thereof or interest therein.

12. An easement for utilities and incidental purposes granted to The Mountain States Telephone and Telegraph Company, as set forth in an instrument recorded September 24, 1981 in Book 2134 at Page 585, as approximately located as shown on the Survey.

13. An easement for utilities and incidental purposes granted to The Mountain States Telephone and Telegraph Company, as set forth in an instrument recorded October 2, 1981 in Book 2135 at Page 947, as approximately located as shown on the Survey.

14. Terms, conditions, provisions, obligations and agreements as set forth in the Findings and Decree recorded September 30, 2010 at Reception No. 20100058874.

15. Oil and Gas Lease recorded November 12, 2013 at Reception No. 20130083451, and any and all assignments thereof or interests therein.

16. Oil and Gas Lease recorded February 14, 2014 at Reception No. 20140007905, and any and all assignments thereof or interests therein.

17. Mineral rights as conveyed by Mineral Deed recorded February 11, 2014 at Reception Nos. 20140007218 and 20140007219, and any and all assignments thereof or interests therein.

18. Reservation of oil, gas and other mineral as reserved in Deed recorded February 11, 2014 at Reception Nos. 20140007220, and any and all assignments thereof or interests therein.

MASTER FILE APPROVAL LETTER

COLORADO
Department of Revenue
Specialized Business Group—
Liquor & Tobacco

Physical Address:
1707 Cole Boulevard, Suite 300
Lakewood, CO 80401

Mailing Address:
P.O. Box 17087
Denver, CO 80217-0087

June 5, 2025

TA OPERATING LLC
DBA TA OPERATING LLC
255 WASHINGTON STREET SUITE 100
Newton MA 02458

Re: State Master File for TA OPERATING LLC
Account # 03-16700

Dear Sir or Madam:

This is to advise you that the Colorado Liquor Enforcement Division ("Division") has, at your request, revised the "master file" for the above-listed Licensee.

As of the date of this letter, our master file includes the following items, which you have submitted:

1. Individual History Records (Form DR 8404-I) for the following persons:

CASTILLO-CHENG MAYRENA M
BOFFA DEBORAH CAROLYN
FRANKS GREGORY ALLEN
RAJALINGAM BABU VASEEKARAN
ALVARADO JASON ERIC
POLACHEK III MICHAEL J

2. Fingerprint cards bearing the names and birth dates of the persons listed in paragraph 1 above. All the fingerprint cards have been submitted by us to the Colorado Bureau of Investigation. The CBI and FBI have checked the prints and reportedly found no record of any criminal history for those listed above.

3. Certificate of Authority or a Certificate of Good Corporate standing from the Colorado Secretary of State, which indicates that TA OPERATING LLC, is a limited liability company authorized to do business in Colorado.

When filing a new application for additional licensed locations, you must check with the local licensing authority to determine what documents they may require to process your application. Please feel free to provide them with this letter, as local authorities will not require you to submit fingerprint cards to them if you have already submitted such documents to the Division. This letter will serve to inform the local authorities exactly which documents you have already submitted to the State Liquor Enforcement Division.

Finally, once the local authority has approved your new license or transfer of ownership application, it must be sent to the Division.

The local authority need not send the change of corporate structure information previously reported to the Division, as listed in and approved by this letter.

The only documents that are needed for a new or transfer of ownership application by the Division are:

1. The approved application signed by the local authority;
2. The appropriate fees;
3. A copy of this letter;
4. Proof of possession of the premises;
5. A diagram of the licensed premises;
6. Completed form DR 8442, and an Individual History Record (DR-8404-I)

If a manager's registration is required.

Sincerely,

Michelle Stone-Principato

Michelle Stone-Principato
Division Director

TOWN OF JOHNSTOWN POLICE DEPARTMENT

Name and address of Applicant: TA Operating LLC
Two Newton Pl., 225 Washington Ste., Ste. 100
Newton, MA 02458

1. Trade Name and Address: Black Bear Diner
2842 SE Frontage Road, Suite A
Johnstown, CO 80534

2. Date of Application: June 11, 2025

3. Type of Application: Beer and Wine License (City)

4. Investigation: Johnstown Police Department Case#: N/A
5. Findings of fact:

   A. Applicant is requesting a new license with concurrent review.
   B. Applicants have made an application for a Beer and Wine License (City).
   C. There are no pending or open investigations with the Johnstown Police Department.
   D. There are no pending or open investigations with the Department of Revenue.
   E. Cooperation with the Johnstown Police Department has been good.

Ryan M Ogleby
POLICE COMMANDER

07/14/2025
DATE

FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

July 14, 2025

Mr. Matt LeCerf, Town Manager, Town of Johnstown
Ms. Mitzi McCoy, Deputy Town Manager, Town of Johnstown

Dear Matt and Mitzi,
Please find included the invoice for Johnstown subsidy for May 2025. Please note that this invoice reflects the full monthly subsidy amount of $41,666.67. This adjustment is due to a revision of the December 2024 year end financial results. We have recently completed our 2024 audit and there were audit adjustments that led to this change. The most significant change was a reduction of membership revenue for the year from $1,477,863.37 to $1,455,021.31. This led to an increase in net loss for the year from ($476,069.69) to ($503,638.84), which is over the $500,000 maximum subsidy allowed.

As you will see from the revised monthly financial reports which are included, there was also an error in the methodology calculating the Y Allocation of 15.3 %. The allocation expense was included in expenses (above the line) thus increasing the allocation amount. The allocation expense should be 'below the line' calculated on expenses before adding the allocation expense. This has been corrected for all 2025 reports. I am including revised 2025 financial reports. This calculation was done incorrectly for 2024 as well. Those revised reports along with the original reports provided to you have been provided to your auditor.

Additionally, the May 2025 invoice reflects an adjustment for the first four months of 2025 which had been invoiced and paid. The differential of what was invoiced and paid and what should have been invoiced and paid is $1,994.17 per month for a total additional amount of $7,976.78.

My apologies for the errors and confusion this may cause. We are working diligently internally to ensure that all reporting is presented in an accurate and timely manner. Please let me know if you have any questions. We can discuss this in greater detail when we meet in person in a couple of weeks. This is one of the reasons that I had asked to meet in person this week. My hope was to present and discuss this together.

Sincerely,

Marc Levinson
CFO, YMCA of Northern Colorado

YMCA of Northern Colorado & Southern Wyoming ● ymcanoco.org
Corporate Office: 2800 Dagny Way, Lafayette, CO 80026

Statement of Activities - Actual to Budget - Main Account Categories - 086904									
YMCA of Northern Colorado									
	May 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	12,122.62	5,875.00	6,247.62	106.34%	69,528.23	24,125.00	45,403.23	188.20%	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	118,278.64	102,962.00	15,316.64	14.88%	502,485.43	490,710.15	11,775.28	2.40%	1,315,986.99
Membership Revenue	128,996.06	134,349.59	(5,353.53)	(3.98%)	653,252.60	683,431.95	(30,179.35)	(4.42%)	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	7,400.00	6,000.00	1,400.00	23.33%	40,572.69	30,000.00	10,572.69	35.24%	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	0.00	0.00	0.00	0.00%	1,289.47	0.00	1,289.47	0.00%	0.00
Other Revenue	(20.00)	837.50	(857.50)	(102.39%)	60.00	4,187.50	(4,127.50)	(98.57%)	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	**266,777.32**	**250,024.09**	**16,753.23**	**6.70%**	**1,267,188.42**	**1,232,454.60**	**34,733.82**	**2.82%**	**3,080,539.07**
Expenses									
Salaries and Wages	127,230.91	125,139.68	2,091.23	1.67%	620,417.80	635,444.71	(15,026.91)	(2.36%)	1,729,442.71
Benefits	10,169.13	8,407.18	1,761.95	20.96%	50,965.63	41,496.61	9,469.02	22.82%	106,182.23
Payroll Taxes	12,552.57	12,341.62	210.95	1.71%	62,663.49	65,228.30	(2,564.81)	(3.93%)	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	9,393.40	6,167.89	3,225.51	52.30%	41,450.83	25,319.06	16,131.77	63.71%	62,340.05
Occupancy	90,754.50	63,979.63	26,774.87	41.85%	270,269.23	301,794.64	(31,525.41)	(10.45%)	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	2,163.33	505.13	1,658.20	328.27%	11,713.08	2,616.11	9,096.97	347.73%	7,210.05
Technology	144.14	0.00	144.14	0.00%	443.99	0.00	443.99	0.00%	0.00
Travel & Related Expenses	191.61	187.50	4.11	2.19%	376.49	1,087.50	(711.01)	(65.38%)	2,400.00
Conferences & Training	0.00	137.51	(137.51)	(100.00%)	725.47	687.55	37.92	5.52%	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	8,925.00	(5,446.14)	(61.02%)	21,425.00
Insurance	5,240.00	2,620.00	2,620.00	100.00%	8,953.00	19,505.00	(10,552.00)	(54.10%)	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	(820.00)	207.58	(1,027.58)	(495.03%)	(609.91)	1,225.00	(1,834.91)	(149.79%)	1,840.00
Depreciation	773.72	1,132.19	(358.47)	(31.66%)	3,868.62	5,660.95	(1,792.33)	(31.66%)	13,586.28
Intra Y Allocation									
Reserve Contributions	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00
Total Expenses	**257,793.31**	**222,610.91**	**35,182.39**	**13.65%**	**1,074,931.24**	**1,108,990.43**	**(34,059.20)**	**(2.64%)**	**2,875,116.42**
Change in Net Assets	**8,984.01**	**27,413.18**	**(18,429.16)**	**(240.98%)**	**192,257.18**	**123,464.17**	**68,793.02**	**114.81%**	**205,422.65**
Intra Y Allocation - Original	35,060.71	35,060.72	(0.01)	(0.00%)	183,382.87	183,382.88	(0.01)	(0.00%)	432,081.46
Intra Y Allocation at 15.3 %	39,442.38				164,464.48	169,675.54			439,892.81
Total Expenses with Allocation	297,235.69				1,239,395.72	1,278,665.97			
Change in Net Assets with Allocation	(30,458.37)				27,792.70	(46,211.37)			
Note: Intra Y Allocation is referred to as Facility Expenses in the Facility Management Agreement									

Statement of Activities - Actual to Budget - Main Account Categories - 086904

YMCA of Northern Colorado

	December 2024				YTD 2024				Annual Budget
Account Group Name	Actual	Budget	l to Budget $ Diffe	to Budget % Diffe	Actual	Budget	l to Budget $ Diffe	to Budget % Diffe	2024
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	(2,000.00)	0.00	(2,000.00)	0.00%	30,046.00	12,000.00	18,046.00	150.38%	12,000.00
Contributions	0.00	35,000.00	(35,000.00)	(100.00%)	64,787.50	58,000.00	6,787.50	11.70%	58,000.00
Noncash Contributions	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00
Program Revenue	46,797.80	95,890.46	(49,092.66)	(51.20%)	1,256,216.06	1,144,923.96	111,292.10	9.72%	1,144,923.96
Membership Revenue	122,239.01	149,733.17	(27,494.16)	(18.36%)	1,455,021.31	1,635,179.23	(180,157.92)	(11.02%)	1,635,179.23
Investment Income	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00
Rental Income	4,945.00	18,192.73	(13,247.73)	(72.82%)	62,318.68	66,554.42	(4,235.74)	(6.36%)	66,554.42
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	3,004.86	36.68	2,968.18	8092.09%	4,397.95	956.59	3,441.36	359.75%	956.59
Other Revenue	20.00	0.00	20.00	0.00%	188.55	0.00	188.55	0.00%	0.00
Revenue Allocations	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00
Total Revenue	**175,006.67**	**298,853.04**	**(123,846.37)**	**(41.44%)**	**2,872,976.05**	**2,917,614.20**	**(44,638.15)**	**(1.53%)**	**2,917,614.20**
Expenses									
Salaries and Wages	194,317.10	197,205.79	(2,888.69)	(1.46%)	1,765,853.39	1,493,691.79	272,161.60	18.22%	1,493,691.79
Benefits	14,998.56	12,543.61	2,454.95	19.57%	115,913.71	107,049.49	8,864.22	8.28%	107,049.49
Payroll Taxes	17,453.32	17,928.50	(475.18)	(2.65%)	178,970.60	143,661.50	35,309.10	24.58%	143,661.50
Contracted Services	0.00	3,166.67	(3,166.67)	(100.00%)	4,551.00	38,000.04	(33,449.04)	(88.02%)	38,000.04
Program Supplies & Expenses	6,078.11	5,382.63	695.48	12.92%	103,038.21	67,837.64	35,200.57	51.89%	67,837.64
Occupancy	73,444.53	63,784.71	9,659.82	15.14%	648,532.10	703,252.46	(54,720.36)	(7.78%)	703,252.46
Special Event Expenses	435.88	0.00	435.88	0.00%	1,539.66	0.00	1,539.66	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	45.84	(45.84)	(100.00%)	0.00	790.08	(790.08)	(100.00%)	790.08
Office Expenses	1,625.68	1,870.35	(244.67)	(13.08%)	15,750.20	22,654.31	(6,904.11)	(30.48%)	22,654.31
Technology	388.23	0.00	388.23	0.00%	1,286.83	0.00	1,286.83	0.00%	0.00
Travel & Related Expenses	0.00	712.27	(712.27)	(100.00%)	1,265.76	2,156.84	(891.08)	(41.31%)	2,156.84
Conferences & Training	85.00	1,422.78	(1,337.78)	(94.03%)	1,501.44	13,461.79	(11,960.35)	(88.85%)	13,461.79
Interest Expense	0.00	0.00	0.00	0.00%	40.14	0.00	40.14	0.00%	0.00
Organizational Dues	4,023.94	3,938.94	85.00	2.16%	44,116.26	40,356.53	3,759.73	9.32%	40,356.53
Insurance	4,798.35	4,798.35	0.00	0.00%	36,437.82	36,437.82	0.00	0.00%	36,437.82
Bad Debt	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00
Miscellaneous Expense	10.00	1,401.74	(1,391.74)	(99.29%)	514.64	7,463.24	(6,948.60)	(93.10%)	7,463.24
Depreciation	(3,169.24)	749.08	(3,918.32)	(523.08%)	9,235.41	8,988.96	246.45	2.74%	8,988.96
Intra Y Allocation									
Reserve Contributions	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00
Total Expenses	**314,489.46**	**314,951.26**	**(181,789.75)**	**(48.51%)**	**2,928,547.17**	**2,685,802.49**	**102,281.97**	**3.13%**	**2,685,802.49**
Change in Net Assets	**(139,482.79)**	**(16,098.22)**	**57,943.38**	**76.37%**	**(55,571.12)**	**231,811.71**	**(146,920.12)**	**(41.77%)**	**231,811.71**
Intra Y Allocation - Original	(121,557.34)	59,770.61	(181,327.95)	(303.37%)	443,060.17	583,522.88	(140,462.71)	(24.07%)	583,522.88
Intra Y Allocation at 15.3 %	48,116.89				448,067.72	410,927.78			410,927.78
Total Expenses with Allocation	362,606.35				3,376,614.89	3,096,730.27			
Change in Net Assets with Allocati	(187,599.68)				(503,638.84)	(179,116.07)			
Note: Intra Y Allocation is referred to as Facility Expenses in the Facility Management Agreement									

Statement of Activities - Actual to Budget - Main Account Categories - 086904									
YMCA of Northern Colorado Johnstown January 2025									
	January 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	7,500.00	625.00	6,875.00	1100.00%	7,500.00	625.00	6,875.00	1100.00%	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	87,473.85	92,861.22	(5,387.37)	(5.80%)	87,473.85	92,861.22	(5,387.37)	(5.80%)	1,315,986.99
Membership Revenue	123,990.81	134,309.59	(10,318.78)	(7.68%)	123,990.81	134,309.59	(10,318.78)	(7.68%)	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	9,463.94	6,000.00	3,463.94	57.73%	9,463.94	6,000.00	3,463.94	57.73%	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	309.19	0.00	309.19	0.00%	309.19	0.00	309.19	0.00%	0.00
Other Revenue	20.00	837.50	(817.50)	(97.61%)	20.00	837.50	(817.50)	(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	**228,757.79**	**234,633.31**	**(5,875.52)**	**(2.50%)**	**228,757.79**	**234,633.31**	**(5,875.52)**	**(2.50%)**	**3,080,539.07**
Expenses									
Salaries and Wages	109,953.95	125,465.42	(15,511.47)	(12.36%)	109,953.95	125,465.42	(15,511.47)	(12.36%)	1,729,442.71
Benefits	10,760.21	7,867.89	2,892.32	36.76%	10,760.21	7,867.89	2,892.32	36.76%	106,182.23
Payroll Taxes	12,250.43	13,364.96	(1,114.53)	(8.34%)	12,250.43	13,364.96	(1,114.53)	(8.34%)	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	7,541.10	5,143.26	2,397.84	46.62%	7,541.10	5,143.26	2,397.84	46.62%	62,340.05
Occupancy	46,478.15	60,740.82	(14,262.67)	(23.48%)	46,478.15	60,740.82	(14,262.67)	(23.48%)	728,785.40
Special Event Expenses	185.38	0.00	185.38	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%	0.00	0.00	0.00	0.00%	0.00
Office Expenses	2,625.73	423.25	2,202.48	520.37%	2,625.73	423.25	2,202.48	520.37%	7,210.05
Technology	99.95	0.00	99.95	0.00%	99.95	0.00	99.95	0.00%	0.00
Travel & Related Expenses	109.88	337.50	(227.62)	(67.44%)	109.88	337.50	(227.62)	(67.44%)	2,400.00
Conferences & Training	35.00	137.51	(102.51)	(74.55%)	35.00	137.51	(102.51)	(74.55%)	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%)	0.00	1,785.00	(1,785.00)	(100.00%)	21,425.00
Insurance	0.00	9,025.00	(9,025.00)	(100.00%)	0.00	9,025.00	(9,025.00)	(100.00%)	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	62.18	125.12	(62.94)	(50.30%)	62.18	125.12	(62.94)	(50.30%)	1,840.00
Depreciation	1,132.19	1,132.19	0.00	0.00%	1,132.19	1,132.19	0.00	0.00%	13,586.28
Intra Y Allocation									
Reserve Contributions	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00
Total Expenses	**191,234.15**	**225,547.92**	**(16,998.18)**	**(6.52%)**	**191,234.15**	**225,547.92**	**(16,998.18)**	**(6.52%)**	**2,875,116.42**
Change in Net Assets	**37,523.64**	**9,085.39**	**11,122.66**	**42.41%**	**37,523.64**	**9,085.39**	**11,122.66**	**42.41%**	**205,422.65**
Intra Y Allocation - Original	52,628.91	35,313.32	17,315.59	49.03%	52,628.91	35,313.32	17,315.59	49.03%	432,081.46
Intra Y Allocation at 15.3 %	29,258.82				29,258.82	34,508.83			439,892.81
Total Expenses with Allocation	220,492.97				220,492.97	260,056.75			
Change in Net Assets with Allocation	8,264.82				8,264.82	(25,423.44)			
Note: Intra Y Allocation is referred to as Facility Expenses in the Facility Management Agreement									

Statement of Activities - Actual to Budget - Main Account Categories - 086904									
YMCA of Northern Colorado Johnstown 2-28-25									
	February 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	14,484.57	5,875.00	8,609.57	146.55%	21,984.57	6,500.00	15,484.57	238.22%	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	99,670.49	103,816.33	(4,145.84)	(3.99%)	187,144.34	196,677.55	(9,533.21)	(4.85%)	1,315,986.99
Membership Revenue	129,770.15	140,221.59	(10,451.44)	(7.45%)	253,760.96	274,531.18	(20,770.22)	(7.57%)	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	5,453.75	6,000.00	(546.25)	(9.10%)	14,917.69	12,000.00	2,917.69	24.31%	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	390.02	0.00	390.02	0.00%	699.21	0.00	699.21	0.00%	0.00
Other Revenue	20.00	837.50	(817.50)	(97.61%)	40.00	1,675.00	(1,635.00)	(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	**249,788.98**	**256,750.42**	**(6,961.44)**	**(2.71%)**	**478,546.77**	**491,383.73**	**(12,836.96)**	**(2.61%)**	**3,080,539.07**
Expenses									
Salaries and Wages	133,280.96	128,062.25	5,218.71	4.08%	243,234.91	253,527.67	(10,292.76)	(4.06%)	1,729,442.71
Benefits	10,328.36	8,407.18	1,921.18	22.85%	21,088.57	16,275.07	4,813.50	29.58%	106,182.23
Payroll Taxes	13,350.81	13,457.64	(106.83)	(0.79%)	25,601.24	26,822.60	(1,221.36)	(4.55%)	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	6,394.58	3,705.08	2,689.50	72.59%	13,935.68	8,848.34	5,087.34	57.49%	62,340.05
Occupancy	34,497.07	61,701.06	(27,203.99)	(44.09%)	80,975.22	122,441.88	(41,466.66)	(33.87%)	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%	0.00	0.00	0.00	0.00%	0.00
Office Expenses	1,386.72	417.38	969.34	232.24%	4,012.45	840.63	3,171.82	377.31%	7,210.05
Technology	99.95	0.00	99.95	0.00%	199.90	0.00	199.90	0.00%	0.00
Travel & Related Expenses	75.00	187.50	(112.50)	(60.00%)	184.88	525.00	(340.12)	(64.78%)	2,400.00
Conferences & Training	329.27	137.51	191.76	139.45%	364.27	275.02	89.25	32.45%	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	1,693.86	1,785.00	(91.14)	(5.11%)	1,693.86	3,570.00	(1,876.14)	(52.55%)	21,425.00
Insurance	0.00	2,620.00	(2,620.00)	(100.00%)	0.00	11,645.00	(11,645.00)	(100.00%)	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	(30.00)	349.64	(379.64)	(108.58%)	32.18	474.76	(442.58)	(93.22%)	1,840.00
Depreciation	1,132.20	1,132.19	0.01	0.00%	2,264.39	2,264.38	0.01	0.00%	13,586.28
Intra Y Allocation									
Reserve Contributions	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00
Total Expenses	**202,538.78**	**221,962.43**	**(36,739.24)**	**(14.08%)**	**393,772.93**	**447,510.35**	**(53,737.42)**	**(10.30%)**	**2,875,116.42**
Change in Net Assets	**47,250.20**	**34,787.99**	**29,777.80**	**718.60%**	**84,773.84**	**43,873.38**	**40,900.46**	**134.67%**	**205,422.65**
Intra Y Allocation - Original	21,616.24	38,931.83	(17,315.59)	(44.48%)	74,245.15	74,245.15	0.00	0.00%	432,081.46
Intra Y Allocation at 15.3 %	30,988.43				60,247.26	68,469.08			439,892.81
Total Expenses with Allocation	233,527.21				454,020.19	515,979.43			
Change in Net Assets with Allocation	16,261.77				24,526.58	(24,595.70)			
Note: Intra Y Allocation is referred to as Facility Expenses in the Facility Management Agreement									

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									
Reserve Contributions	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00
Total Expenses	**231,510.49**	**219,432.41**	**12,078.08**	**4.70%**	**625,283.42**	**666,942.76**	**(41,659.34)**	**(5.35%)**	**2,875,116.42**
Change in Net Assets	**27,850.98**	**33,039.68**	**(5,188.70)**	**(108.79%)**	**112,624.82**	**76,913.06**	**35,711.76**	**101.62%**	**205,422.65**
Intra Y Allocation - Original	37,808.99	37,808.99	0.00	0.00%	112,054.14	112,054.14	0.00	0.00%	432,081.46
Intra Y Allocation at 15.3 %	35,421.10				95,668.36	102,042.24			439,892.81
Total Expenses with Allocation	266,931.59				720,951.78	768,985.00			
Change in Net Assets with Allocation	(7,570.12)				16,956.46	(25,129.18)			
Note: Intra Y Allocation is referred to as Facility Expenses in the Facility Management Agreement									

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									
Reserve Contributions	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00
Total Expenses	**191,854.51**	**219,436.76**	**(27,582.25)**	**(10.79%)**	**817,137.93**	**886,379.52**	**(69,241.59)**	**(6.69%)**	**2,875,116.42**
Change in Net Assets	**70,648.35**	**19,137.93**	**51,510.42**	**300.70%**	**183,273.17**	**96,050.99**	**87,222.18**	**166.86%**	**205,422.65**
Intra Y Allocation - Original	36,268.02	36,268.02	0.00	0.00%	148,322.16	148,322.16	0.00	0.00%	432,081.46
Intra Y Allocation at 15.3 %	29,353.74				125,022.10	135,616.07			439,892.81
Total Expenses with Allocation	221,208.25				942,160.03	1,021,995.59			
Change in Net Assets with Allocation	41,294.61				58,251.07	(39,565.08)			
Note: Intra Y Allocation is referred to as Facility Expenses in the Facility Management Agreement									