



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

Town Council Regular Meeting
450 S. Parish, Johnstown, CO
Wednesday, January 21, 2026 at 7:00 PM

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

Agenda

Call to Order

Roll Call

Agenda Approval

Special Presentations

Public Comment

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

Consent Agenda

The Consent Agenda includes routine items that are approved together through a single motion and vote. Any member of the Council or staff may request to remove an item from the Consent Agenda and move it to the Regular Agenda for separate discussion.

1. January 5, 2026 Town Council Meeting Minutes
2. Resolution No. 2026-06: Adopting the Town of Johnstown 2026 Three Mile Plan
3. December 2025 Preliminary Financials

Town Manager Report

Town Attorney Report

Old Business

Public Hearing

4. Ordinance 2026-286: Establishing two ballot questions regarding the Johnstown Downtown Development Authority.

New Business

5. Central Wastewater Treatment Plant Change Order Number 3 for Lagoon Decommissioning
6. Resolution 2026-7: Authoring the Town Manager or the Deputy Town Manager to Cast a Ballot on Behalf of the Town of Johnstown in the April 7, 2026 Election Concerning the Establishment of the Johnstown Downtown Development Authority.
7. Resolution 2026-8: A Resolution Referring to the Registered Electors of the Town Of Johnstown a Ballot Issue Concerning an Increase in the Town's Sales and Use Tax Rate by One Quarter of One Percent (0.25%) to Fund the Acquisition, Development, Maintenance, and Improvement of Parks, Trails and Open Spaces at the April 7, 2026, Regular Municipal Election

Council Reports and Comments

Mayor's Comments

Informational Items

8. Informational Items

Executive Session

Adjourn

Americans with Disabilities Act Notice

In accordance with the Americans with Disabilities Act and other applicable laws, persons who need accommodation in order to attend or participate in this meeting should contact Town Hall at 970-587-4664 no later than 48 hours before the meeting in order to request such assistance. De conformidad con la Ley de Discapacitados Estadounidenses y otras leyes vigentes, los individuos que necesitan adaptaciones funcionales para asistir o participar en esta reunión deberán comunicarse con la Municipalidad marcando el 970 587- 4664 a lo más tardar 48 horas antes de dicha reunión para solicitarla.

THE COMMUNITY THAT CARES



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TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO

Monday, January 5, 2026

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

- **Michael P. Duncan**, Mayor
- **Chad Young**, Mayor Pro Tem
- **Jesse Molinar Jr.**, Councilmember
- **Dee Anne Menzies**, Councilmember
- **Andrew Paranto**, Councilmember
- **Dianne Morris**, Councilmember
- **Damien Berg**, Councilmember

AGENDA APPROVAL

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

Upon vote, motion passed unanimously.

SPECIAL PRESENTATIONS

The Community that Cares

Business of the Month: Economic Development Director Sarah Crosthwaite introduced JTown Nutrition as the January Business of the Month.

New Employee Introductions:

Lucas Andrusyk introduced Anthony Lopez as a new member of the Utilities Team.

Brandon Torrez introduced Jeff Blankenship, Project Manager.

Chief Strossner introduced Ayden Lorenzo, Police Officer.

Matt LeCerf introduced Jennifer Simmons, Planning and Development Director.

PUBLIC COMMENT

Town Clerk Meghan Martinez read various online public comments into the record.

- Juan Manzanares, 3000 Streamwood Drive expressed concerns about snowball throwing and Town ordinances.
- Gary Anderson, 3113 Brunner Boulevard, shared concerns about AI data centers.

CONSENT AGENDA

Motion by Councilmember Berg and seconded by Councilmember Paranto to approve the consent agenda as presented:

- December 15, 2025 Town Council Meeting Minutes
- Ordinance 2025-281
- Resolution 2026-01
- Ordinance 2025-284
- December 2025 List of Bills
- First Amendment to the Subdivision Development and Improvement Agreement between the Town of Johnstown and Encore HoldCo LLC

Upon vote, motion passed unanimously.

TOWN MANAGER'S REPORT

Town Manager Matt LeCerf provided a report.

NEW BUSINESS

Professional Services Agreement with Wenk Associates, Inc for Final Design of Letford Park

Improvements: Public Works Director Tim Hoos presented.

Motion by Councilmember Morris and seconded by Mayor Pro Tem Young to approve the Professional Services Agreement with Wenk Associates, Inc. as presented and authorize the Town Manager to execute the agreement.

Upon vote, motion passed unanimously.

Town Lease Agreement with Ascent Broadband, LLC: Public Works Director Tim Hoos presented. Tyler Sturgeon was presented and addressed Council on behalf of the applicant.

Motion by Councilmember Berg and seconded by Mayor Pro Tem Young to approve the Tower Lease Agreement with Ascent Broadband.

Upon vote, motion passed unanimously.

Resolution 2026-04: Supporting a Grant Application by the Town of Johnstown to the State Board of The Great Outdoors Trust Fund for the Letford Park Project: Town Manager Matt LeCerf presented.

Motion by Councilmember Morris and seconded by Councilmember Molinar to approve Resolution 2026-04 as presented.

Upon vote, motion passed unanimously.

Resolution 2026-5 Amending the Consolidated Town Fee Schedule: Finance Director Kristyn Unrein presented.

Motion by Mayor Pro Tem Young and seconded by Councilmember Berg to approve Resolution 2026-5 as presented.

Upon vote, motion passed unanimously.

PUBLIC HEARING:

Ordinance 2026-285 Amending Section 6-3 of the Johnstown Municipal Code Concerning Annual Business Licenses; Section 6-63 of the Johnstown Municipal Code Concerning Short-Term Rental License; and Sections 6-172 and 6-175 of the Johnstown Municipal Code Concerning Liquor Licensing; Repealing Article III of Chapter 5 Concerning Telephone Occupation Tax:

At 7:42 Mayor Duncan opened the public hearing.

Town Clerk Meghan Martinez presented the proposed ordinance.

At 7:55 Mayor Duncan closed the public hearing.

Motion by Councilmember Menzies and seconded by Councilmember Molinar to approve Ordinance 2026-285 as presented on first reading.

Upon vote, motion passed 5-2 with Councilmembers Morris and Paranto abstaining.

COUNCIL REPORTS AND COMMENTS

Councilmember Morris: She provides an updated of when the Town can expect the YMCA budget to be adopted.

Councilmember Paranto: He mentioned the AI comments and that if there were to be a project that there are ways to mitigate environmental and water concerns.

Councilmember Molinar: Nothing at this time.

Councilmember Berg: Nothing at this time.

Councilmember Menzies: She asked about an e-bike ordinance and where the Town is on drafting one.

Mayor Pro Tem Young: He wanted to recognize the senior center luncheon as well as the business of the month program. He wished a Happy New Year to all residents.

MAYOR COMMENTS: He thanked Council and staff and encouraged all to keep pushing forward. He took a moment to recognize and thank all service members.

ADJOURNMENT

There being no further business for the Town Council, Mayor Duncan adjourned the meeting at 8:10 p.m.

Approved by Town Council:

Michael P. Duncan, Mayor

Attest:

Meghan C. Martinez, MMC, Town Clerk



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Town Council Consent Agenda Communication

Agenda Date: January 21, 2026

Subject: Resolution No. 2026-06: Adopting the Town of Johnstown 2026 Three Mile Plan

Attachments:

1. Resolution No. 2026-06 Adopting the Town of Johnstown Three Mile Plan
2. 2026 Three Mile Plan

Presented by: Aubree Flores, Planner

Agenda Item Description:

Colorado Revised Statutes require an annual approval of a municipal Three Mile Plan, for the purpose of evaluating and considering annexations. Johnstown's 2026 Three Mile Plan provides geographic context and references the adopted Johnstown Area Comprehensive Plan and other Town plans for policy guidance. The map included in this plan reflects a corrected planning boundary. While this results in a difference from the current Comprehensive Plan map, the intent is to address a technical boundary correction rather than introduce new policy direction. A future Comprehensive Plan update may be considered to ensure consistency between documents, subject to Town Council approval.

Strategic Plan Alignment:

Natural & Built Environment

- Expect and encourage community-centered design

Legal Advice:

The Town Attorney drafted the Resolution.

Financial Advice:

N/A

Recommended Action:

Staff recommends approval of Resolution No. 2026-06, accepting the 2026 Three Mile Plan.

Reviewed and Approved for Presentation



Town Manager

**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2026-06**

**RESOLUTION ADOPTING THE TOWN OF JOHNSTOWN
2026 THREE MILE PLAN**

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

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

WHEREAS, Section 31-12-105(1)(e), C.R.S., provides that, for purposes of annexation, each municipality shall annually prepare a plan for the geographic area within three miles in any direction from the municipality’s borders generally describing the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation, and power to be provided by the municipality and the proposed land uses for the area (“Three-Mile Plan”); and

WHEREAS, to comply with the statutory directive, the Town Council desires to adopt the 2026 Three-Mile Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO, THAT the 2026 Three-Mile Plan, attached hereto and incorporated herein by reference as Exhibit A, is hereby approved and adopted.

PASSED, SIGNED, APPROVED, AND ADOPTED THIS 21st day of January, 2026.

ATTEST:

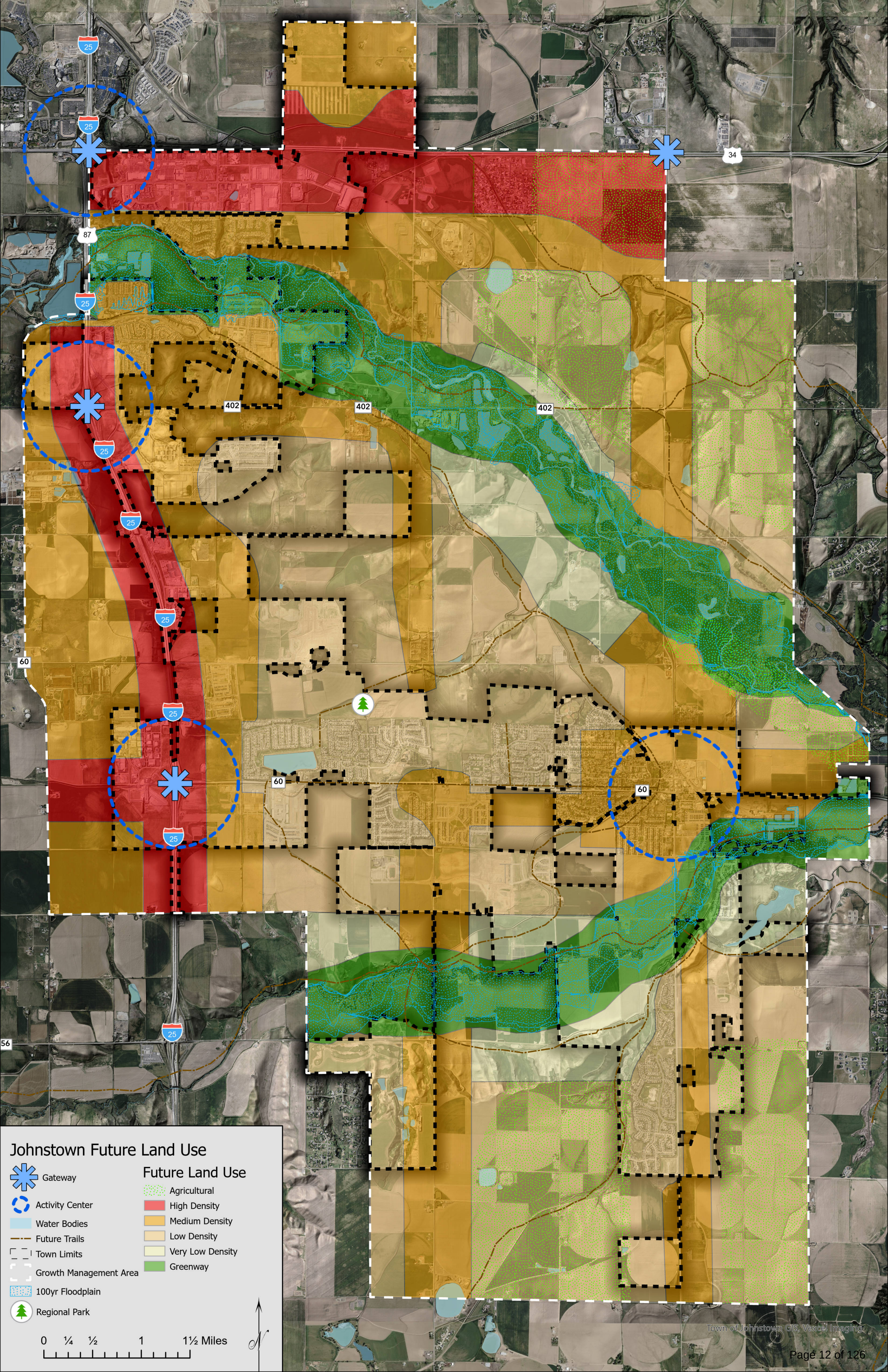
TOWN OF JOHNSTOWN, COLORADO

By: _____
Meghan C. Martinez, Town Clerk

By: _____
Michael P. Duncan, Mayor

EXHIBIT A
2026 THREE-MILE PLAN

[Attached]



Johnstown Future Land Use

- Gateway
- Activity Center
- Water Bodies
- Future Trails
- Town Limits
- Growth Management Area
- 100yr Floodplain
- Regional Park

Future Land Use

- Agricultural
- High Density
- Medium Density
- Low Density
- Very Low Density
- Greenway

0 1/4 1/2 1 1 1/2 Miles

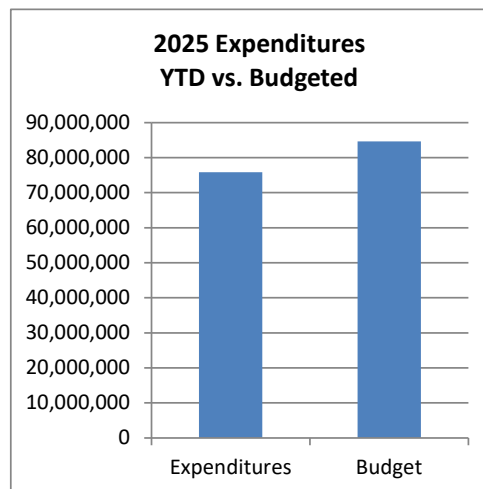
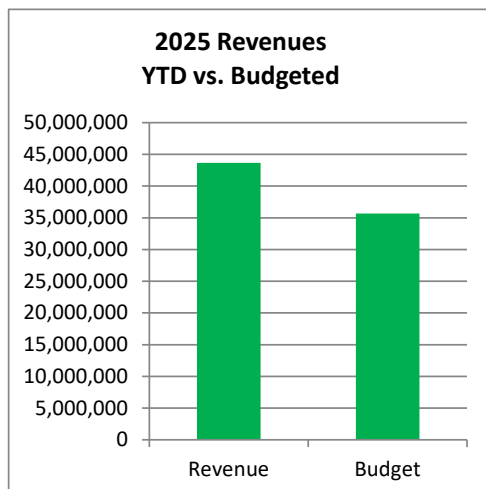


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - General Fund
Period Ending December 31, 2025
Unaudited

General Fund	2025 Actuals December	2025 Adopted Budget	% Complete
Beginning Fund Balance	\$ 89,374,449	\$ 89,374,449	
<u>Revenues:</u>			
Taxes & Fees	33,110,743	31,531,138	105.0%
Licenses & Permits	4,939,896	2,541,100	194.4%
Fines & Forfeitures	263,101	275,000	95.7%
Intergovernmental	224,513	50,000	449.0%
Earnings on Investment	3,707,146	900,000	411.9%
Miscellaneous Revenue	1,419,375	400,000	354.8%
<i>Transfers In</i>	-	-	
Total Operating Revenues	43,664,773	35,697,238	122.3%
<u>Expenditures:</u>			
Legislative	620,209	3,426,660	18.1%
Town Manager	2,059,202	3,074,535	67.0%
Town Clerk	574,980	671,200	85.7%
Events	112,113	326,120	34.4%
Finance	856,712	997,330	85.9%
Planning	1,141,749	1,247,545	91.5%
Reimbursements	333,563	350,000	95.3%
Engineering	943,408	1,238,540	76.2%
Police	7,761,087	10,441,960	74.3%
Public Works	691,956	854,900	80.9%
Buildings	3,928,437	5,394,200	72.8%
<i>Transfers Out</i>	56,837,227	56,608,124	100.4%
Total Expenditures	75,860,643	84,631,114	89.6%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	(32,195,869)	(48,933,876)	
Prior Period Adjustment			
Ending Fund Balance*	\$ 57,178,580	\$ 40,440,573	

* - Unaudited

100% of the fiscal year has elapsed

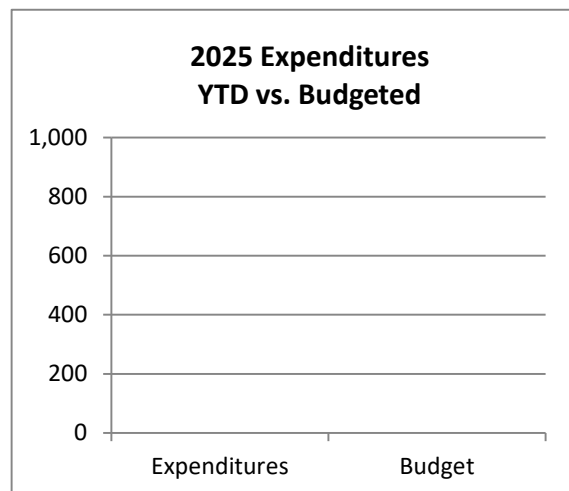
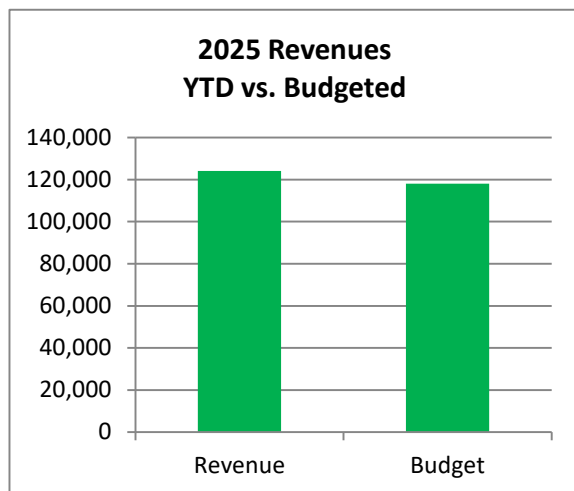


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Conservation Trust Fund
Period Ending December 31, 2025
Unaudited

Conservation Trust Fund	2025 Actuals December	2025 Adopted Budget	%
			Complete
Beginning Fund Balance	\$ 25,541	\$ 25,541	
<u>Revenues:</u>			
Intergovernmental	116,388	115,000	101.2%
Earnings on Investment	7,727	3,000	257.6%
Transfers In	-	-	
Total Operating Revenues	<u>124,115</u>	<u>118,000</u>	105.2%
<u>Expenditures:</u>			
Operations	-	-	
Capital Outlay	-	-	
Transfers Out	-	-	
Total Expenditures	<u>-</u>	<u>-</u>	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	<u>124,115</u>	<u>118,000</u>	
Ending Fund Balance*	<u>\$ 149,655</u>	<u>\$ 143,541</u>	

* - Unaudited

100% of the fiscal year has elapsed

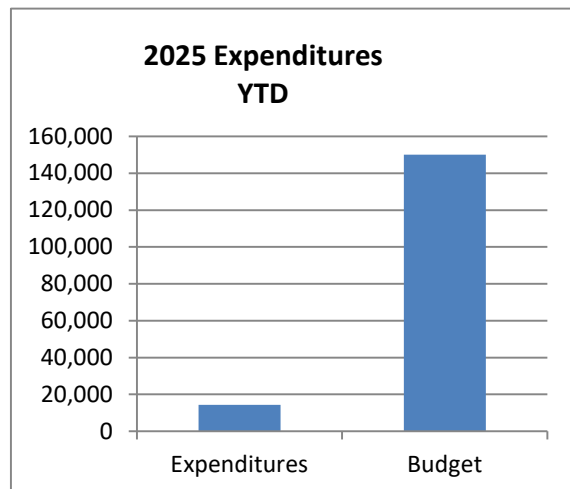
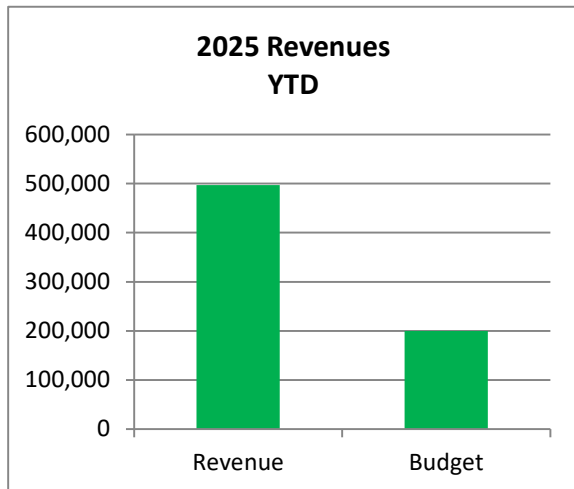


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Arts and Culture Fund
Period Ending December 31, 2025
Unaudited

Arts & Culture Fund	2025 Actuals December	2025 Adopted Budget	%
			Complete
Beginning Fund Balance	\$ 434,168	\$ 434,168	
<u>Revenues:</u>			
Intergovernmental	489,266	200,000	244.6%
Earnings on Investment	7,745	-	
Total Operating Revenues	<u>497,012</u>	<u>200,000</u>	248.5%
<u>Expenditures:</u>			
Operations	-	-	
Capital Outlay	14,400	150,000	9.6%
Total Expenditures	<u>14,400</u>	<u>150,000</u>	9.6%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	<u>482,612</u>	<u>50,000</u>	
Ending Fund Balance*	<u>\$ 916,780</u>	<u>\$ 484,168</u>	

* - Unaudited

100% of the fiscal year has elapsed

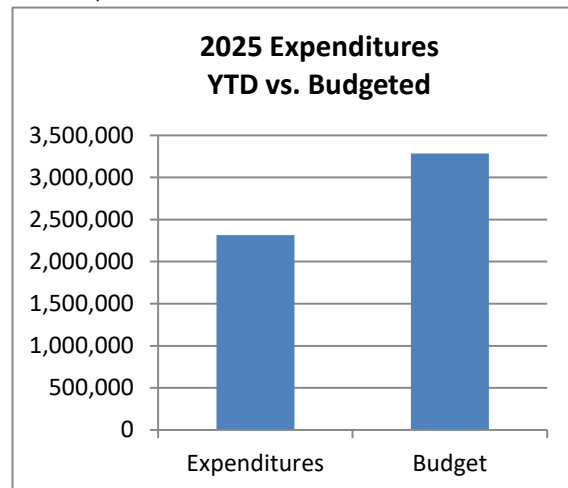
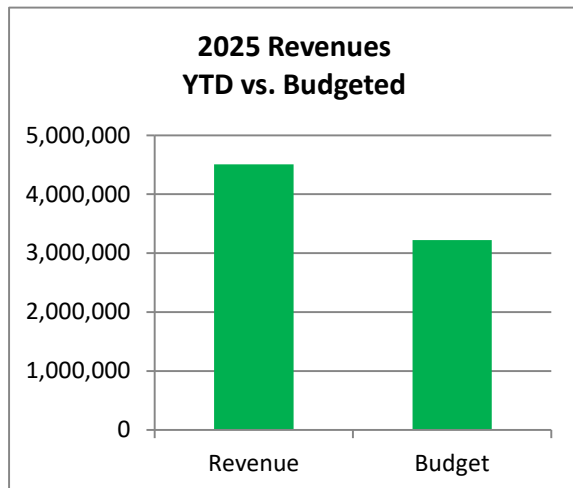


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Parks and Open Space Fund
Period Ending December 31, 2025
Unaudited

Parks and Open Space Fund	2025 Actuals December	2025 Adopted Budget	% Complete
Beginning Fund Balance	\$ 8,951,899	\$ 8,951,899	
<u>Revenues:</u>			
Taxes & Fees	2,144,586	968,482	221.4%
License & Permit	1,150	500	230.0%
Earnings on Investment	127,709	75,000	170.3%
Miscellaneous Revenue	94,444	40,000	236.1%
<i>Transfers In</i>	<u>2,140,000</u>	<u>2,140,000</u>	100.0%
Total Operating Revenues	<u>4,507,889</u>	<u>3,223,982</u>	139.8%
<u>Expenditures:</u>			
Operations	1,089,259	1,272,140	85.6%
Capital Outlay	1,225,146	2,011,600	60.9%
<i>Transfers Out</i>	<u>-</u>	<u>-</u>	
Total Expenditures	<u>2,314,404</u>	<u>3,283,740</u>	70.5%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	<u>2,193,485</u>	<u>(59,758)</u>	
Ending Fund Balance*	<u>\$ 11,145,384</u>	<u>\$ 8,892,141</u>	

* - Unaudited

100% of the fiscal year has elapsed

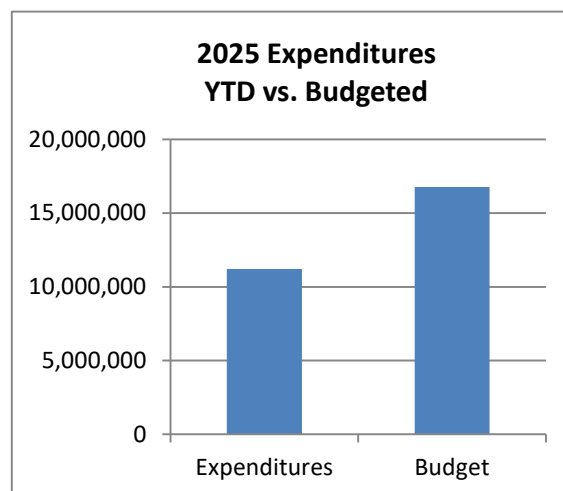
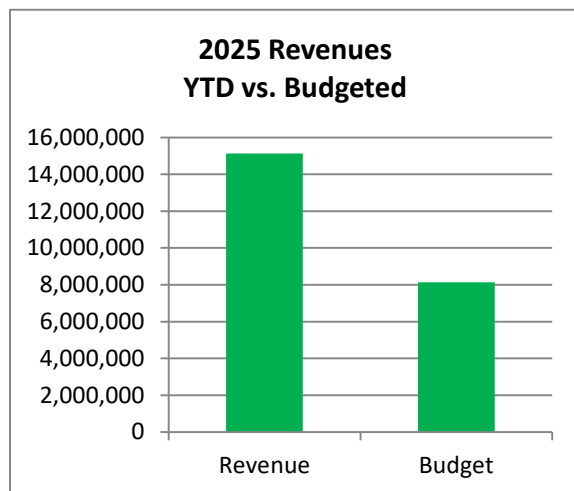


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Street and Alley Fund
Period Ending December 31, 2025
Unaudited

Street and Alley Fund	2025 Actuals December	2025 Adopted Budget	%
			Complete
Beginning Fund Balance	\$ 26,960,362	\$ 26,960,362	
<u>Revenues:</u>			
Taxes & Fees	6,981,411	5,603,000	124.6%
Intergovernmental	208,186	130,000	160.1%
Charges for Services	1,134,998	1,050,000	108.1%
Capital Investment Fees	3,265,825	1,020,940	319.9%
Earnings on Investment	1,098,423	100,000	1098.4%
Miscellaneous Revenues	2,452,973	225,000	1090.2%
Tranfers In	-	-	
Total Operating Revenues	<u>15,141,815</u>	<u>8,128,940</u>	186.3%
<u>Expenditures:</u>			
Operations & Maintenance	5,573,204	5,875,260	94.9%
Capital	<u>5,646,652</u>	<u>10,889,500</u>	51.9%
Total Expenditures	<u>11,219,856</u>	<u>16,764,760</u>	66.9%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	<u>3,921,960</u>	<u>(8,635,820)</u>	
Ending Fund Balance*	<u><u>\$ 30,882,322</u></u>	<u><u>\$ 18,324,542</u></u>	

* - Unaudited

100% of the fiscal year has elapsed

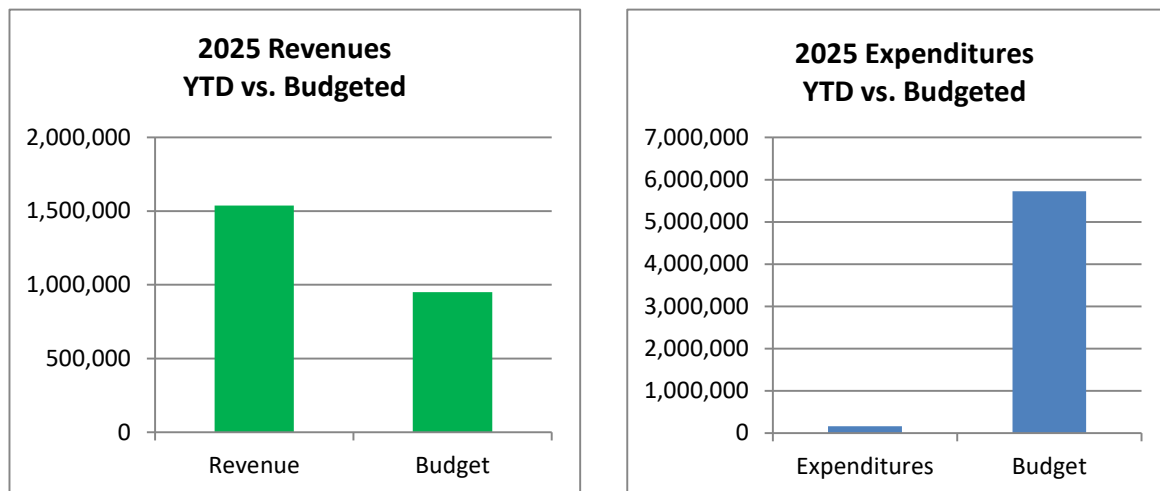


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Capital Projects Fund
Period Ending December 31, 2025
Unaudited

	2025 Actuals December	2025 Adopted Budget	% Complete
Capital Projects Fund			
Beginning Fund Balance	\$ 13,136,992	\$ 13,136,992	
<u>Revenues:</u>			
Taxes and Fees	1,249,696	850,000	147.0%
Miscellaneous Revenue	-	-	
Interest	288,874	100,000	288.9%
<i>Transfers In</i>	-	-	
Total Operating Revenues	1,538,569	950,000	162.0%
<u>Expenditures:</u>			
Capital Outlay	160,643	5,723,000	2.8%
<i>Transfers Out</i>	-	-	
Total Expenditures	160,643	5,723,000	2.8%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	1,377,926	(4,773,000)	
Ending Fund Balance*	\$ 14,514,919	\$ 8,363,992	

* - Unaudited

100% of the fiscal year has elapsed

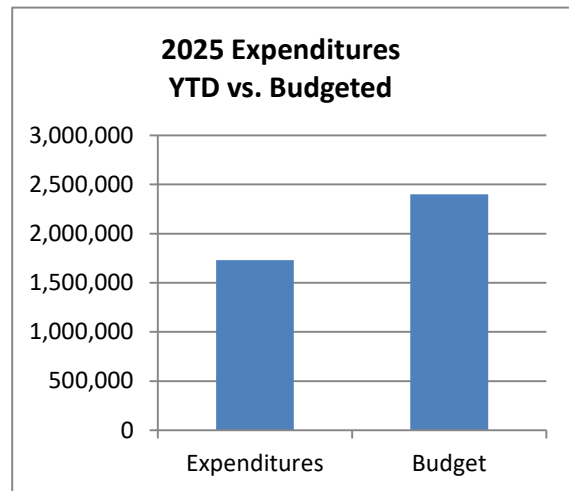
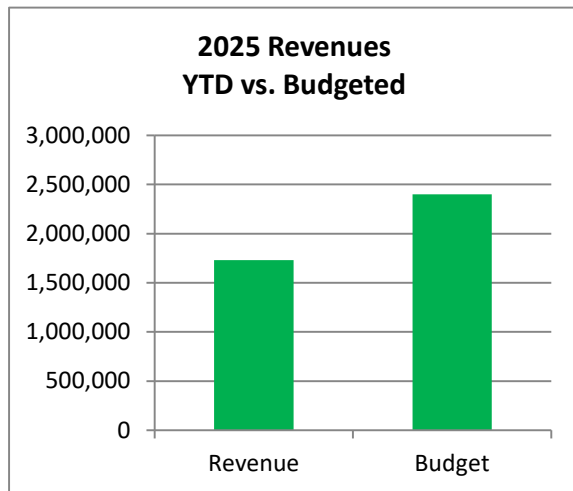


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Tax Allocation Fund
Period Ending December 31, 2025
Unaudited

Tax Allocation Fund	2025 Actuals December	2025 Adopted Budget	% Complete
Beginning Fund Balance	\$ 41,435	\$ 41,435	
<u>Revenues:</u>			
Taxes & Fees	1,731,419	2,400,000	72.1%
Earnings on Investment	-	-	
Total Operating Revenues	1,731,419	2,400,000	72.1%
<u>Expenditures:</u>			
Miscellaneous	1,731,419	2,400,000	72.1%
Total Expenditures	1,731,419	2,400,000	72.1%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	-	-	
Ending Fund Balance	\$ 41,435	\$ 41,435	

* - Unaudited

100% of the fiscal year has elapsed

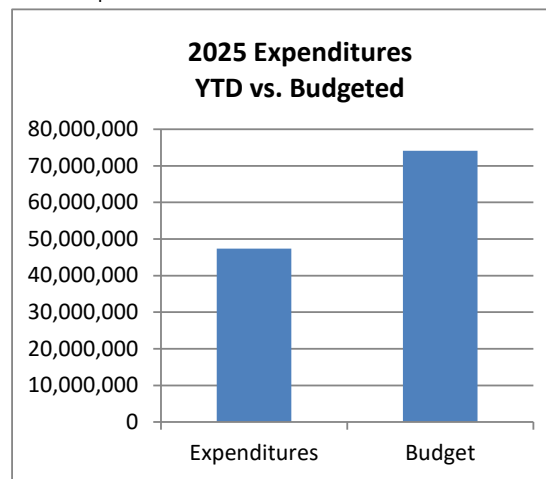
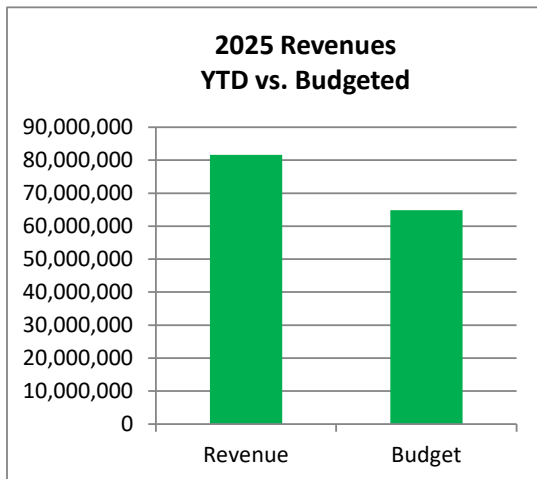


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Water Fund
Period Ending December 31, 2025
Unaudited

Water Fund	2025 Actuals December	2025 Adopted Budget	% Complete
Beginning Cash Balance	\$ 98,930,708	\$ 98,930,708	
<u>Revenues:</u>			
Charges for Services	10,173,596	7,815,250	130.2%
Total Operating Revenues	10,173,596	7,815,250	130.2%
<u>Expenses:</u>			
Administration	303,350	358,050	84.7%
Operations	4,272,616	4,895,920	87.3%
Capital Outlay	36,993,671	62,859,000	58.9%
Depreciation	1,119,101	1,200,000	93.3%
Debt Service	4,688,000	4,790,750	97.9%
Total Operating Expenses	47,376,738	74,103,720	63.9%
Operating Income (Loss)	(37,203,142)	(66,288,470)	
<u>Non-Operating Revenues (Expenses)</u>			
Tap Fees	4,629,122	2,230,000	207.6%
Capital Investment Fees	4,468,998	2,125,000	210.3%
Misc. Revenues	8,306,122	791,000	1050.1%
Interest	3,381,155	1,200,000	281.8%
Transfers In/(Out)	50,700,000	50,700,000	100.0%
Total Non-Operating Revenues (Expenses)	71,485,397	57,046,000	125.3%
Excess (Deficiency) of Revenues and Other Sources over Expenses	34,282,254	(9,242,470)	
Ending Cash Balance*	\$ 133,212,963	\$ 89,688,238	

* - Unaudited

100% of the fiscal year has elapsed

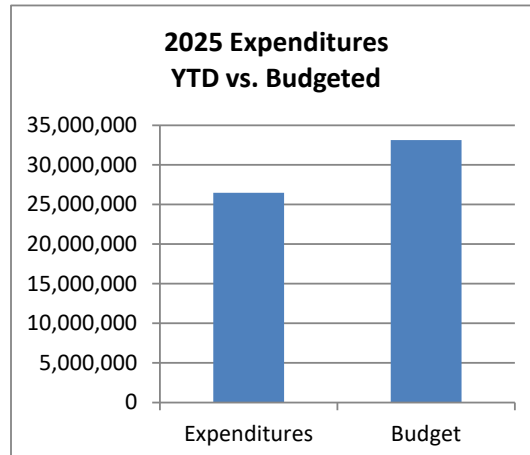
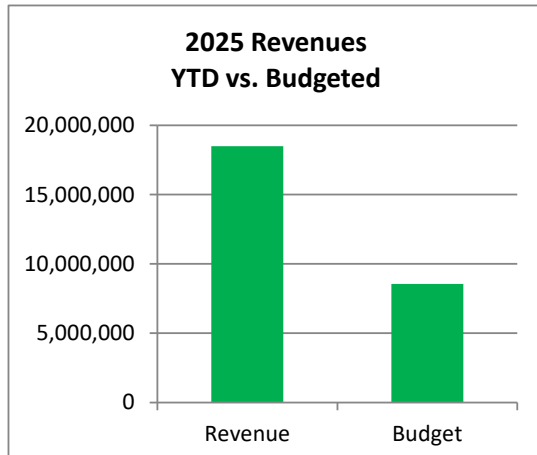


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Sewer Fund
Period Ending December 31, 2025
Unaudited

Sewer Fund	2025 Actuals December	2025 Adopted Budget	% Complete
Beginning Cash Balance	\$ 48,113,505	\$ 48,113,505	
<u>Revenues:</u>			
Charges for Services	5,372,877	4,364,250	123.1%
Total Operating Revenues	5,372,877	4,364,250	123.1%
<u>Expenses:</u>			
Administration	246,669	266,900	92.4%
Operations	2,141,027	2,871,200	74.6%
Capital Outlay	19,484,914	25,814,000	75.5%
Depreciation	1,842,547	1,400,000	131.6%
Debt Service	2,769,900	2,769,900	100.0%
	-	-	
Total Operating Expenses	26,485,056	33,122,000	80.0%
Operating Income (Loss)	(21,112,179)	(28,757,750)	
<u>Non-Operating Revenues (Expenses)</u>			
Capital Improvement Fees	10,743,517	3,860,213	278.3%
Misc. Revenues	70,965	25,000	283.9%
Interest	2,298,876	1,300,000	176.8%
Transfers In/(Out)	-	(1,000,000)	
Total Non-Operating Revenues (Expenses)	13,113,359	4,185,213	313.3%
Excess (Deficiency) of Revenues and Other Sources over Expenses	(7,998,821)	(24,572,537)	
Ending Cash Balance*	\$ 40,114,684	\$ 23,540,968	

* - Unaudited

100% of the fiscal year has elapsed

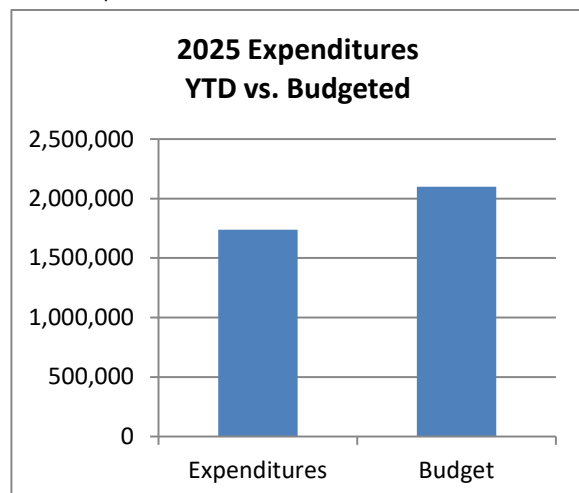
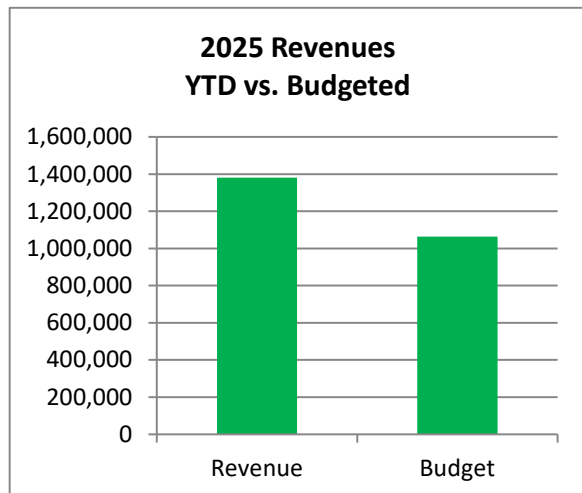


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Drainage Fund
Period Ending December 31, 2025
Unaudited

Drainage Fund	2025 Actuals December	2025 Adopted Budget	%
			Complete
Beginning Cash Balance	\$ 4,908,349	\$ 4,908,349	
<u>Revenues:</u>			
Charges for Services	598,720	560,000	106.9%
Total Operating Revenues	598,720	560,000	106.9%
<u>Expenses:</u>			
Administration	109,404	96,550	113.3%
Operations	228,328	747,900	30.5%
Capital Improvements	1,399,772	1,254,200	111.6%
Transfer Out	-	-	
Total Operating Expenses	1,737,504	2,098,650	82.8%
Operating Income (Loss)	(1,138,784)	(1,538,650)	
<u>Non-Operating Revenues (Expenses)</u>			
Capital Revenues	445,215	250,000	178.1%
Misc. Revenues	218,003	228,780	95.3%
Interest	118,269	25,000	473.1%
Total Non-Operating Revenues (Expenses)	781,487	503,780	155.1%
Excess (Deficiency) of Revenues and Other Sources over Expenses	(357,297)	(1,034,870)	
Ending Cash Balance*	\$ 4,551,052	\$ 3,873,479	

* - Unaudited

100% of the fiscal year has elapsed

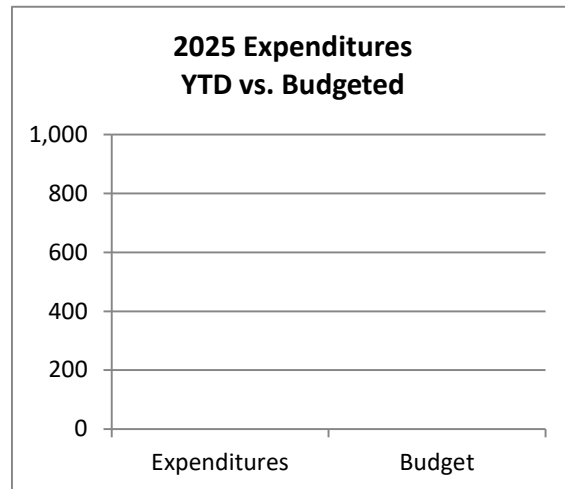
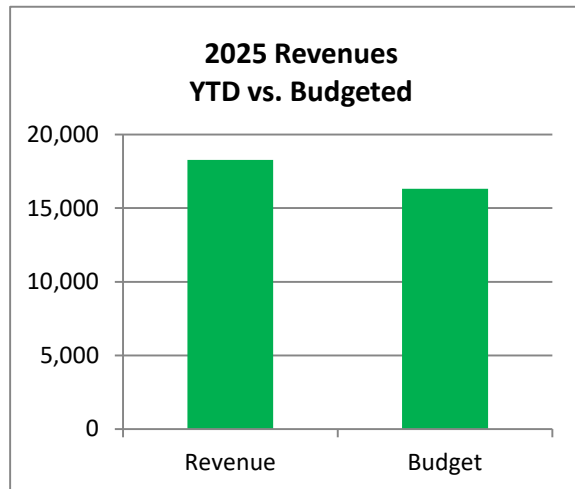


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Cemetery Perpetual Fund
Period Ending December 31, 2025
Unaudited

Cemetery Perpetual Fund	2025 Actuals December	2025 Adopted Budget	%
			Complete
Beginning Fund Balance	\$ 207,771	\$ 207,771	
<u>Revenues:</u>			
Miscellaneous Revenue	12,536	12,560	99.8%
Earnings on Investment	5,733	3,750	152.9%
Total Operating Revenues	<u>18,269</u>	<u>16,310</u>	112.0%
<u>Expenditures:</u>			
Operations & Maintenance	-	-	
Capital Outlay	-	-	
Transfers Out	-	-	
Total Expenditures	<u>-</u>	<u>-</u>	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	<u>18,269</u>	<u>16,310</u>	
Ending Fund Balance*	<u>\$ 226,041</u>	<u>\$ 224,081</u>	

* - Unaudited

100% of the fiscal year has elapsed

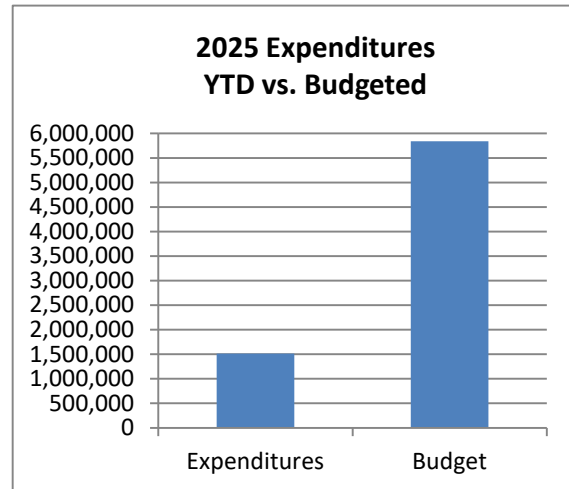
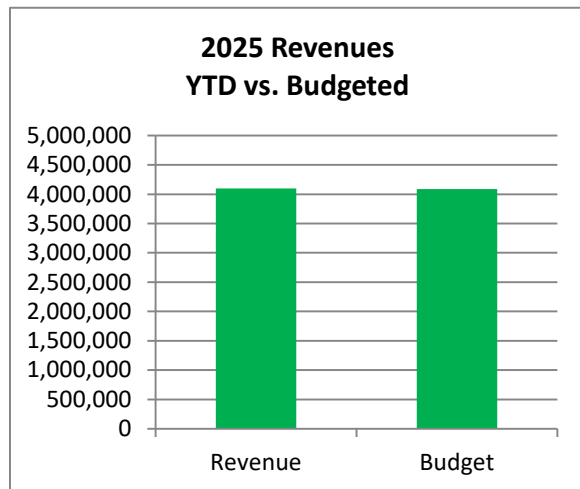


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Library Fund
Period Ending December 31, 2025
Unaudited

Library Fund	2025 Actuals December	2025 Adopted Budget	% Complete
Beginning Fund Balance	\$ 13,997,553	\$ 13,997,553	
<u>Revenues:</u>			
Intergovernmental	1,459,878	1,375,300	106.1%
Miscellaneous Revenue	3,555	13,500	26.3%
Capital Investment Fees	1,227,558	373,950	328.3%
Interest	334,838	500,000	67.0%
<i>Transfers In</i>	<u>1,074,354</u>	<u>1,823,124</u>	58.9%
Total Operating Revenues	<u>4,100,182</u>	<u>4,085,874</u>	100.4%
<u>Expenditures:</u>			
Operations	679,877	1,959,000	34.7%
Capital Outlay	<u>832,715</u>	<u>3,880,000</u>	21.5%
Total Expenditures	<u>1,512,592</u>	<u>5,839,000</u>	25.9%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	<u>2,587,591</u>	<u>(1,753,126)</u>	
Ending Fund Balance*	<u><u>\$ 16,585,144</u></u>	<u><u>\$ 12,244,427</u></u>	

* - Unaudited

100% of the fiscal year has elapsed

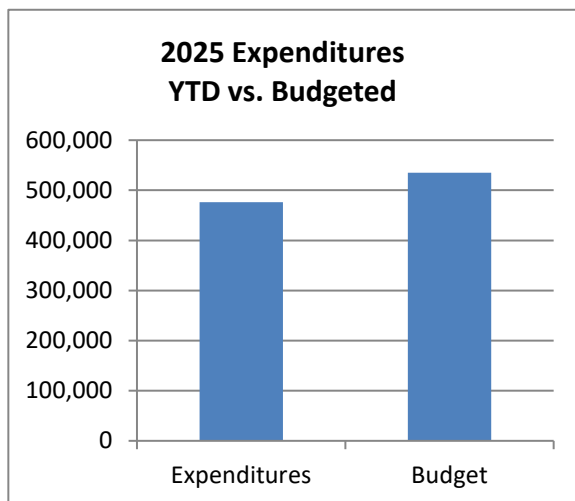
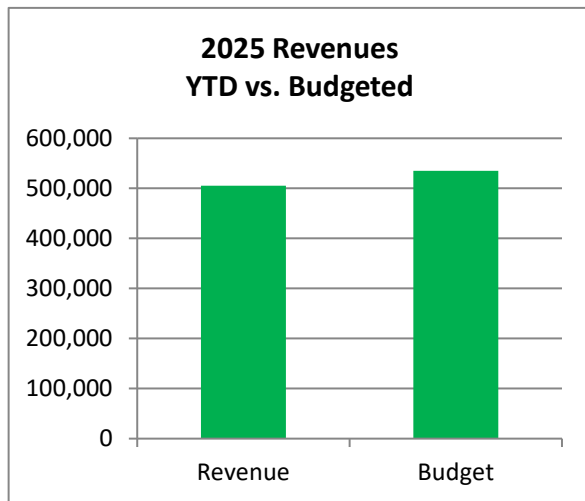


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Recreation Center Fund
Period Ending December 31, 2025
Unaudited

	2025 Actuals December	2025 Adopted Budget	% Complete
Recreation Center Fund			
Beginning Fund Balance	\$ 163,944	\$ 163,944	
<u>Revenues:</u>			
State Grants	-	-	
Transfers In	505,000	535,000	94.4%
Earnings on Investment	-	-	
Total Operating Revenues	505,000	535,000	94.4%
<u>Expenditures:</u>			
Operations & Maintenance	476,089	535,000	89.0%
Capital Outlay	-	-	
Total Expenditures	476,089	535,000	89.0%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	28,911	-	
Ending Fund Balance*	\$ 192,855	\$ 163,944	

* - Unaudited

100% of the fiscal year has elapsed





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

Town Council Agenda Communication

Agenda Date: January 21, 2026

Subject: Ordinance 2026-286: Establishing two ballot questions regarding the Johnstown Downtown Development Authority.

Attachments:

1. Town of Johnstown Ordinance 2026-286
2. DDA Ordinance Town Council Presentation

Presented by: Sarah Crosthwaite, Economic Development Director

Agenda Item Description:

Enclosed for your review and consideration is Ordinance 2026-286, which establishes two ballot questions for the upcoming April 2026 Town of Johnstown Election. The two ballot measures pertain to the potential formation of the Johnstown Downtown Development Authority (DDA) and are outlined below, each preceded by a brief explanation.

The first ballot question addresses whether to establish a Downtown Development Authority empowered to exercise all authority provided under the applicable state statute, including the implementation of a Plan of Development. In this case, the Plan of Development is informed by the Downtown Master Plan, which was adopted by Town Council in August 2025.

Town of Johnstown Ballot Question ____

Organization of a Downtown Development Authority

SHALL THE JOHNSTOWN DOWNTOWN DEVELOPMENT AUTHORITY (THE "AUTHORITY") BE ORGANIZED IN THE TOWN OF JOHNSTOWN, COLORADO (THE "TOWN") PURSUANT TO PART 8 OF ARTICLE 25 OF TITLE 31, COLORADO REVISED STATUTES, TO EXERCISE ALL POWERS AUTHORIZED THEREIN AND ANY APPROVED PLAN OF DEVELOPMENT, FOR THE FOLLOWING PURPOSES, INCLUDING WITHOUT LIMITATION: TO FACILITATE ECONOMIC DEVELOPMENT AND REDEVELOPMENT OF PROPERTIES AND INFRASTRUCTURE WITHIN THE TOWN'S CENTRAL BUSINESS DISTRICT; TO FACILITATE SMALL BUSINESS SUPPORT, SPECIAL EVENTS, AND OTHER DISTRICT IMPROVEMENTS IN ALIGNMENT WITH THE TOWN'S COMPREHENSIVE PLAN; TO ASSIST THE TOWN WITH THE IMPLEMENTATION OF DISTRICT IMPROVEMENTS AND IN THE OVERALL PLANNING TO RESTORE OR PROVIDE FOR THE CONTINUANCE OF THE HEALTH OF SUCH DISTRICT; AND TO HALT OR PREVENT THE GROWTH OF BLIGHTED AREAS WITHIN SUCH DISTRICT, WITHIN THE BOUNDARIES OF THE PROPOSED JOHNSTOWN DOWNTOWN DEVELOPMENT AUTHORITY AREA AS SUCH BOUNDARIES ARE DESCRIBED AND SHOWN IN ORDINANCE NO. 2026-286, ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO, ON FEBRUARY 2, 2026?

The second ballot question authorizes the DDA's collection, retention, and expenditure of all legally authorized revenues. It allows the DDA to collect future tax revenue funds through the means of

property and sales tax from all eligible entities. The collection of future tax revenue is also known as Tax Increment Financing (TIF) and does not increase any local taxes or impose new taxes. Instead, it allows future growth in tax revenues; generated as a result of reinvestment and increased economic activity within the district, to be reinvested back into the area. In essence, as the district prospers, it gains additional capacity to support improvements and economic development initiatives.

Town of Johnstown Ballot Issue ____

Authorize Downtown Development Authority to Collect, Retain and Expend Revenues WITHOUT INCREASING ANY LOCAL TAX RATE OR IMPOSING ANY NEW TAX, SHALL THE JOHNSTOWN DOWNTOWN DEVELOPMENT AUTHORITY (THE "AUTHORITY"), OR THE TOWN OF JOHNSTOWN (THE "TOWN") ON BEHALF OF AND FOR USE BY THE AUTHORITY, AND AS A VOTER-APPROVED REVENUE CHANGE, BE AUTHORIZED TO COLLECT, RETAIN, AND EXPEND THE FULL AMOUNT OF REVENUES RECEIVED BY THE AUTHORITY OR BY THE TOWN ON BEHALF OF AND FOR USE BY THE AUTHORITY IN 2026 AND EACH YEAR THEREAFTER, INCLUDING, WITHOUT LIMITATION, TAX REVENUES, FEES, RATES, TOLLS, CHARGES, GRANTS, RENTS, LOANS, CONTRIBUTIONS, AND ANY OTHER REVENUES, WITHOUT REGARD TO ANY EXPENDITURE, REVENUE-RAISING, OR OTHER LIMITATION INCLUDING THOSE CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, THE LIMITS IMPOSED ON INCREASES IN PROPERTY TAXATION BY SECTION 29-1-301, C.R.S., SECTION 29-1-1702, C.R.S., OR ANY OTHER LAW WHICH PURPORTS TO LIMIT THE AUTHORITY'S OR TOWN'S REVENUES OR EXPENDITURES AS IT CURRENTLY EXISTS OR AS IT MAY BE AMENDED IN THE FUTURE, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED, AND EXPENDED BY THE AUTHORITY AND THE TOWN ON BEHALF OF THE AUTHORITY?

The two ballot questions will appear on a separate ballot that will be mailed only to eligible electors within the proposed DDA boundary. To be eligible to vote in the DDA election, an individual must be a registered Colorado voter and meet at least one of the following criteria:

- Live within the proposed DDA boundary; or
- Own real property within the boundary (as an individual or entity); or
- Lease real property within the boundary (as an individual or entity).

Town staff is supportive of the ordinance establishing the two ballot questions, thereby allowing eligible electors the opportunity to vote on whether to form the DDA and authorize the use of TIF through a TABOR election, as required by Colorado statute.

Strategic Plan Alignment:

Organizational Excellence & Public Trust

- Engage, inform and involve the community

Healthy & Resilient Economy

- Invest in the development of a vibrant and interconnected downtown

Legal Advice:

The ordinance was drafted by the Town Attorney.

Financial Advice:

NA

Recommended Action:

Staff recommends approval of Ordinance 2026-286 as presented.

Suggested Motions:

For Approval: I move to approve the Town of Johnstown Ordinance 2026-286 as presented.

For Denial: I move to deny the Town of Johnstown Ordinance 2026-286.

Reviewed and Approved for Presentation



Town Manager

**TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2026-286**

AN ORDINANCE CONCERNING THE CREATION AND ORGANIZATION OF THE JOHNSTOWN DOWNTOWN DEVELOPMENT AUTHORITY IN THE TOWN OF JOHNSTOWN, COLORADO, DECLARING THE NECESSITY FOR AN ELECTION ON APRIL 7, 2026, CONCERNING THE FORMATION OF SUCH AUTHORITY, PURSUANT TO COLORADO CONSTITUTION ARTICLE X, SECTION 20 AND STATUTORY REVENUE LIMITATIONS FOR SUCH AUTHORITY, DETERMINING ORGANIZATIONAL ASPECTS OF THE JOHNSTOWN DOWNTOWN DEVELOPMENT AUTHORITY BOARD, AND PROVIDING OTHER DETAILS RELATED THERETO

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

WHEREAS, the Town Council of the Town of Johnstown (“Town Council”) is vested with authority to administer the affairs of the Town; and

WHEREAS, the Town, by ordinance, may create and establish a downtown development authority pursuant to the provisions of Part 8 of Article 25 of Title 31, C.R.S., and the Town Council has considered the advisability of establishing the Johnstown Downtown Development Authority (the “Authority”) for the public health, safety, prosperity, security, and welfare and to carry out the purposes of an authority as stated in Section 31-25-801, C.R.S.; and

WHEREAS, it is first necessary to submit the question of the establishment of the Authority to a vote of the qualified electors, as defined in Section 31-25-802, C.R.S., of the area within which the Authority is to exercise its powers; and

WHEREAS, pursuant to Article X, Section 20 of the Colorado Constitution (“TABOR”) and Section 31-25-804, C.R.S., any tax or other matters arising under Article X, Section 20 of the Colorado Constitution are required to be approved by the qualified electors within the boundaries of the proposed Authority.

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

Section 1. Recitals. The above recitals are incorporated by reference in this Ordinance and such recitals constitute findings in support of the following ordaining sections.

Section 2. Findings. As the governing body of the Town, the Town Council hereby determines that it is necessary to establish the Johnstown Downtown Development Authority for the public health, safety, prosperity, security, and welfare, and to carry out the purposes of an authority as stated in Section 31-25-801, C.R.S., which Authority will promote the public health, safety, prosperity, security, and general welfare in order to halt or prevent deterioration of property values or structures within the downtown; will halt or prevent the growth of blighted areas within the downtown; will assist in the development, and redevelopment of the downtown and in the overall planning to restore and provide for the continuance of the health of the downtown; and will be of special benefit to the properties within the boundaries of the Authority.

Section 3. Declaration. The Authority is hereby declared organized, subject to approval of the electors of the Authority voting for or against the ballot issue set forth in Section 5 of this Ordinance by a majority of the votes cast for the ballot issue at an election to be held on April 7, 2026, as provided in Part 8 of Article 25 of Title 31, C.R.S.

Section 4. Status. Upon approval as provided in Section 5, the Authority shall be a body corporate and a political subdivision with all the purposes and powers now or hereafter authorized by Part 8 of Article 25 of Title 31, C.R.S., except or as specifically limited in any plan of development approved by the Town Council, and all additional and supplemental powers necessary or convenient to carry out and effectuate the purposes and provisions of said Part 8 and such other powers and authority as provided by law.

Section 5. Organization. Pursuant to Part 8 of Article 25 of Title 31, C.R.S. (the “Downtown Development Authority Act” or “Act”) and the Town Charter, as applicable, there shall be submitted to the qualified electors (defined in the Act as a resident, a landowner or a lessee, but any landowner or lessee which is not a natural person may vote only if it designates by some official action a representative thereof to cast its ballot) of the area hereinafter described at the election on April 7, 2026, in the Town, the following ballot question in substantially the following form:

Town of Johnstown Ballot Question __
Organization of a Downtown Development Authority

SHALL THE JOHNSTOWN DOWNTOWN DEVELOPMENT AUTHORITY (THE “AUTHORITY”) BE ORGANIZED IN THE TOWN OF JOHNSTOWN, COLORADO (THE “TOWN”) PURSUANT TO PART 8 OF ARTICLE 25 OF TITLE 31, COLORADO REVISED STATUTES, TO EXERCISE ALL POWERS AUTHORIZED THEREIN AND ANY APPROVED PLAN OF DEVELOPMENT, FOR THE FOLLOWING PURPOSES, INCLUDING WITHOUT LIMITATION: TO FACILITATE ECONOMIC DEVELOPMENT AND REDEVELOPMENT OF PROPERTIES AND INFRASTRUCTURE WITHIN THE TOWN’S CENTRAL BUSINESS DISTRICT; TO FACILITATE SMALL BUSINESS SUPPORT, SPECIAL EVENTS, AND OTHER DISTRICT IMPROVEMENTS IN ALIGNMENT WITH THE TOWN’S COMPREHENSIVE PLAN; TO ASSIST THE TOWN WITH THE IMPLEMENTATION OF DISTRICT IMPROVEMENTS AND IN THE OVERALL PLANNING TO RESTORE OR PROVIDE FOR THE CONTINUANCE OF THE HEALTH OF SUCH DISTRICT; AND TO HALT OR PREVENT THE GROWTH OF BLIGHTED AREAS WITHIN SUCH DISTRICT, WITHIN THE BOUNDARIES OF THE PROPOSED JOHNSTOWN DOWNTOWN DEVELOPMENT AUTHORITY AREA AS SUCH BOUNDARIES ARE DESCRIBED AND SHOWN IN ORDINANCE NO. 2026-286, ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO, ON FEBRUARY 2, 2026?

Section 6. Boundaries. The boundaries of the Authority shall be as shown on the map attached hereto as Exhibit A, and as legally described in the legal description set forth on Exhibit B and the parcel numbers and addresses set forth on Exhibit C, which exhibits are incorporated herein by this reference. In the event of any discrepancy between the map attached hereto as Exhibit A and/or the parcel numbers and addresses set forth on Exhibit C and the legal description set forth on Exhibit B, the legal description of the Authority boundaries provided in Exhibit B shall control.

Section 7. TABOR. Pursuant to the Act and the Town Charter, as applicable, there shall be submitted to the qualified electors (as that term is defined herein and pursuant to Section 31-25-802, C.R.S.) of the area heretofore described at the election on April 7, 2026, in the Town, the following ballot question in substantially the following form:

Town of Johnstown Ballot Issue ____
Authorize Downtown Development Authority to Collect, Retain and Expend Revenues

WITHOUT INCREASING ANY LOCAL TAX RATE OR IMPOSING ANY NEW TAX, SHALL THE JOHNSTOWN DOWNTOWN DEVELOPMENT AUTHORITY (THE "AUTHORITY"), OR THE TOWN OF JOHNSTOWN (THE "TOWN") ON BEHALF OF AND FOR USE BY THE AUTHORITY, AND AS A VOTER-APPROVED REVENUE CHANGE, BE AUTHORIZED TO COLLECT, RETAIN, AND EXPEND THE FULL AMOUNT OF REVENUES RECEIVED BY THE AUTHORITY OR BY THE TOWN ON BEHALF OF AND FOR USE BY THE AUTHORITY IN 2026 AND EACH YEAR THEREAFTER, INCLUDING, WITHOUT LIMITATION, TAX REVENUES, FEES, RATES, TOLLS, CHARGES, GRANTS, RENTS, LOANS, CONTRIBUTIONS, AND ANY OTHER REVENUES, WITHOUT REGARD TO ANY EXPENDITURE, REVENUE-RAISING, OR OTHER LIMITATION INCLUDING THOSE CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, THE LIMITS IMPOSED ON INCREASES IN PROPERTY TAXATION BY SECTION 29-1-301, C.R.S., SECTION 29-1-1702, C.R.S., OR ANY OTHER LAW WHICH PURPORTS TO LIMIT THE AUTHORITY'S OR TOWN'S REVENUES OR EXPENDITURES AS IT CURRENTLY EXISTS OR AS IT MAY BE AMENDED IN THE FUTURE, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED, AND EXPENDED BY THE AUTHORITY AND THE TOWN ON BEHALF OF THE AUTHORITY?

Section 8. Mail Ballot Election. The election shall be conducted on April 7, 2026, as a mail ballot election, in accordance with Article 10 of Title 31, C.R.S. (the "Colorado Municipal Election Code of 1965") and the laws of the State of Colorado, except as otherwise provided in the Town Charter or ordinances of the Town, all as impliedly modified by relevant judicial decision, including without limitation all acts required or permitted thereby with respect to voting by early voters' ballots, absentee ballots, and emergency absentee ballots.

Section 9. Designated Election Official. The Town Council appoints Meghan Martinez, the Town Clerk, as the designated election official (the "Designated Election Official") for all matters except as otherwise provided for by ordinances of the Town.

Section 10. Conduct of Election. The Designated Election Official is hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance as it pertains to this election.

Section 11. Organization of Authority. The submission of the foregoing question and issue to the qualified electors is authorized by Part 8 of Article 25, Title 31, C.R.S., Article X, Section 20 of the Colorado Constitution, the Town Charter, and the Johnstown Municipal Code. In accordance with Section 31-25-804(1), C.R.S., if a majority of votes cast at the election are in favor of the ballot issue as provided in Section 5, then the Authority shall be organized and the Town Clerk shall cause this Ordinance, declaring the Authority organized, to be recorded at the expense of the Town in the real property records of the Clerk and Recorder of Weld County, Colorado.

Section 12. Plan of Development. If authorized in a plan of development approved by the Town Council, the Authority or the Town on behalf of and for use by the Authority, and as a voter-approved revenue change, is authorized to collect and retain, in the year established in the plan of development, and in all subsequent years thereafter, whatever amount is collected annually from any revenue sources including, but not limited to, taxes received as described in Sections 31-25-807(3), 31-25-816, and 31-25-817, C.R.S., and fees, rates, tolls, rents, charges, grants, contributions, loans, income, or other revenues imposed, collected, or authorized as described in Section 31-25-808, C.R.S., or otherwise, by law to be imposed or collected by the Authority or by the Town on behalf of and for use by the Authority consistent with the applicable plan of development, and such revenues shall be collected and spent without regard to any spending, revenue-raising, or other limitation contained within Article X, Section 20 of the Colorado Constitution, or any other law and without limiting in any year the amount of other revenues that may be collected and spent by the Authority and the Town on behalf of the Authority. The Board of the Authority may from time to time adopt and amend one or more plans of development which, upon approval of the Town Council, provide for tax increment financing from property tax and sales tax, or both, as authorized by Section 31-25-807(3), C.R.S. This Ordinance shall not be construed to prevent the creation of new urban renewal areas subject to tax increment financing under the Colorado Urban Renewal Law after the effective date of this Ordinance within or overlapping the boundaries of the Authority.

Section 13. Operations. The operations of the Authority may be funded from any of the following:

- a. Donations to the Authority for the performance of its functions;
- b. Moneys borrowed and to be repaid from other funds received under the authority of the Downtown Development Authority Act;
- c. Tax increment funds as defined in Section 31-25-807(3), C.R.S., if a plan of development is adopted which provides for such tax increment funding;
- d. Fees, rates, tolls, rents, charges, grants, contributions, loans, income or other revenues imposed, collected or authorized by law to be imposed or collected by the Authority or by the Town on behalf of and for use by the Authority pursuant to an approved plan of development;
- e. Proceeds of an ad valorem tax of up to five (5) mills on the valuation for assessment of property within the boundaries of the Authority; and
- f. Such other sources as may be approved by the Town Council of the Town.

Section 14. Board Composition. The Authority shall have a board ("Board") consisting of not less than five (5) nor more than eleven (11) members, all of whom, except for any member of the Town Council appointed to the Board, must be "qualified electors" of the Authority, as defined in Section 31-25-802(9), C.R.S., appointed by the Mayor and confirmed by a majority of the Town Council. Consistent with Sections 31-25-805 and 31-25-806, C.R.S., the Board of the Authority shall be constituted as follows:

- a. One (1) member shall be a member of the Town Council; and
- b. all other members shall be residents, landowners, or business lessees within the boundaries of the Authority.

The initial terms of the Board members shall be as follows:

- c. The member from the Town Council shall serve at the pleasure of the Town Council;
- d. The terms of two members shall expire on June 30, 2027;
- e. The terms of two members shall expire on June 30, 2028;
- f. The terms of two members shall expire on June 30, 2029; and
- g. The terms of all other members shall expire on June 30, 2030.

After the initial terms of the Board members have expired, the terms of all members appointed to the Board, except the member from the Town Council, shall expire four (4) years from the expiration date of the terms of their predecessors. After notice and an opportunity to be heard, an appointed member of the Board may be removed for cause by the Town Council. Board members shall hold office until their successor has been appointed and qualified by the Mayor and confirmed by a majority of the Town Council. Any appointment to fill a vacancy shall be for the unexpired term.

The term “business” shall include a for profit business or a nonprofit business. An officer or director of a corporation having a place of business within the boundaries of the Authority shall be eligible for appointment to the Board. A manager, agent, or employee, all as defined in Section 7-90-102, C.R.S., of an entity having its place of business within the boundaries of the Authority shall be eligible for appointment to the Board. No officer or employee of the Town, except the member from the Town Council, shall be eligible for appointment to the Board.

Section 15. Board Rules. The Board may adopt and promulgate rules governing its procedures, including election of officers, and these rules shall be filed in the office of the Town Clerk. The Board shall hold regular meetings in the manner provided in the rules of the Board. Special meetings may be held when called in the manner provided in the rules of the Board. Notice of meetings of the Board shall be in accordance with the Colorado Open Meetings Law. All meetings of the Board shall be open to the public except as allowed under the Colorado Open Meetings Law.

Section 16. Maximum Net Effective Interest Rate. Any ordinance or resolution by which bonds are issued pursuant to the authority granted to the Authority shall specify the maximum net effective interest rate of such bonds.

Section 17. Inclusion of Property. Additional property may be included within the boundaries of the Authority subject to Town Council approval, as provided in Section 31- 25-822, C.R.S., as it may be amended.

Section 18. Contests of Ballot Form or Content. Pursuant to Section 31-10-1308(2), C.R.S., the provisions of Section 1-11-203.5, C.R.S., shall apply as the exclusive procedure for protesting or contesting the content of the ballot titles and text set forth above. For purposes of Section 1-11-203.5, C.R.S., the ballot titles for the questions set forth in this ordinance above are hereby determined to be the text of each question itself, as applicable.

Section 19. Severability. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance. If any individual tract of land included within the area described in Section 5 of this Ordinance is determined by a court of competent jurisdiction to be excluded from the Authority, should the formation of the same be authorized by the qualified electors, such determination shall not affect, impair, or invalidate the inclusion of the remaining area described in Section 5 of this Ordinance in the Authority, it being the intention of the Town Council that the inclusion of the separate tracts of land described herein be severable.

Section 20. Ratification. All actions not inconsistent with the provisions of this Ordinance heretofore taken by the officers and employees of the Town directed towards the creation and establishment of the Johnstown Downtown Development Authority are hereby ratified, approved, and confirmed.

Section 21. Declaration. The Town Council finds and declares that this Ordinance is promulgated and adopted for the public health, safety, and welfare and this Ordinance bears a rational relationship to the legislative object sought to be obtained.

Section 22. Publication; Effective Date. This Ordinance, after its passage on final reading, shall be numbered, recorded, published, and posted as required by the Charter and the adoption, posting and publication shall be authenticated by the signature of the Mayor and the Town Clerk. This Ordinance shall become effective upon final passage as provided by the Charter. Copies of the entire Ordinance are available at the office of the Town Clerk.

INTRODUCED, AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this ____ day of _____, 2026.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

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

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this ____ day of _____, 2026.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

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

EXHIBIT A

Map of the Boundaries of the Johnstown Downtown Development Authority

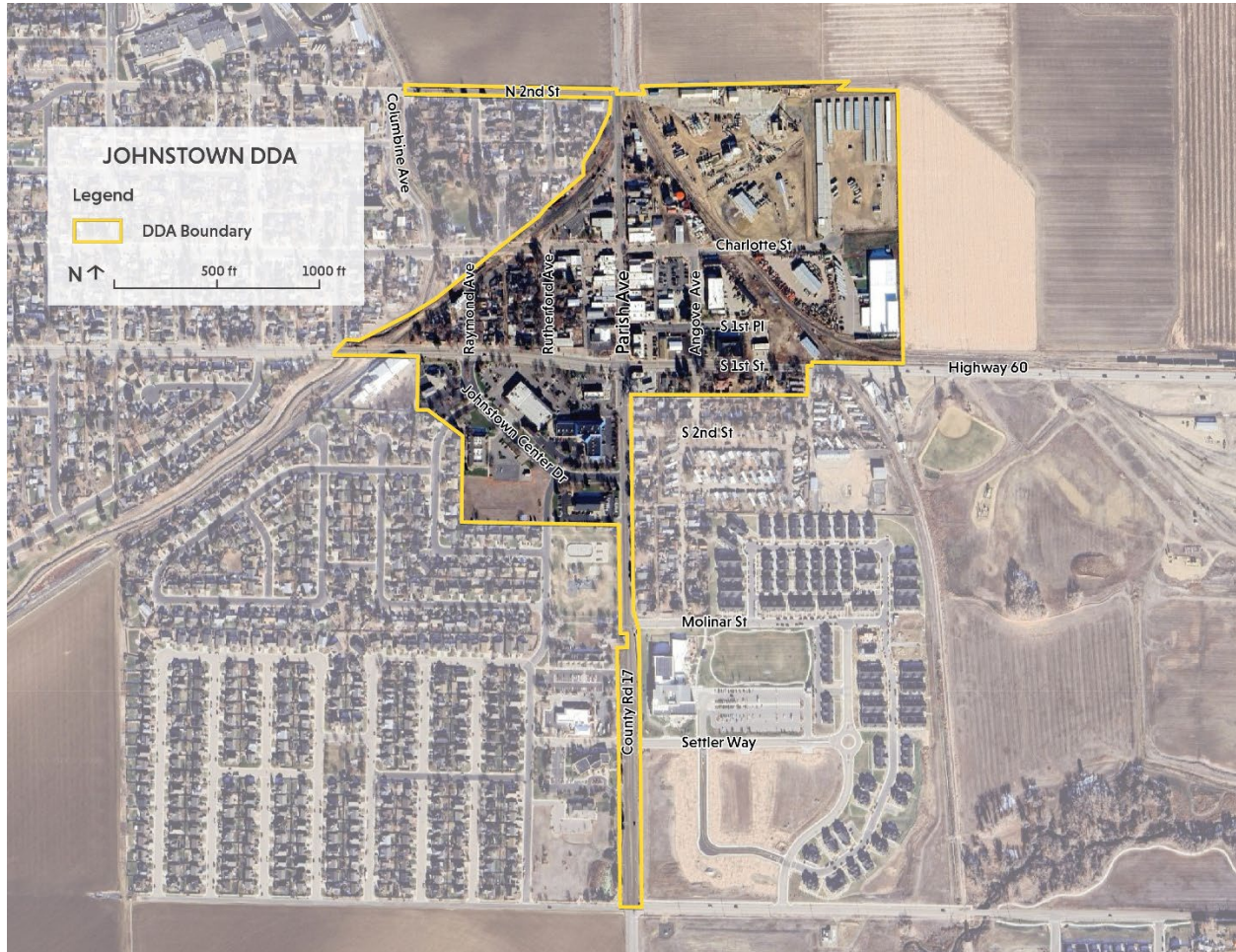


EXHIBIT B

Legal Description of the Boundaries of the Johnstown Downtown Development Authority

Portions of the SW ¼ of Section 4, the SE ¼ of Section 5, the NE ¼ of Section 8 and the NW¼ of Section 9 of Township 4 North, Range 67 West of the 6th Principal Meridian, Weld County, State of Colorado described as follows:

Beginning at the northeast corner of the SE1/4 of the SE1/4 of said Section 5 and the southeast corner of the Deed of Dedication for Right of Way of Parish Avenue at reception number 4892848 in the Weld County records; thence south along the west line of the Iron Horse East property described in the Special Warranty Deed at reception number 4989030 in said records to the southwest corner thereof; thence east along the south line of said Iron Horse East property to the west line of the Osborne P-ship II, LLC property described in the Quit Claim Deed at reception number 5052365 in said records; thence northwesterly along said west line to the northwest corner thereof; thence east along the north lines of the Osborne P-ship II, LLC properties described in Quit Claim Deeds recorded at reception numbers 5052365 and 4999558 in said records to the northwest corner of the First Replat of Lot 2, Johnstown Industrial Park recorded at reception number 2967586 in said records; thence east through the deflection to the southwest and subsequently east along the north line of said Lot 2 to the northeast corner thereof and the northeast corner of the SW1/4 of the SW1/4 of said Section 4; thence south along the east line of said lot and the east line of said SW1/4 of the SW1/4 to the northeast corner of Lot 3 of the Replat of Lots 3 and 4 of the Johnstown Industrial Park recorded at reception number 2451585 in said records; thence south along said east line of the SW1/4 of the SW1/4 and the east line of said Lot 3 to the southeast corner of said lot; thence south along the east line of the SW1/4 of the SW1/4 of said Section 4 to the southeast corner of the SW1/4 of the SW1/4 on the north line of the Coors Brewing Company property described in the Special Warranty Deed recorded at reception number 2389541 in said records, said line being also the north right-of-way line of Colorado State Highway Number 60 also known as East South 1st Street; thence west along said right-of-way line and the south line of said Section 4 to the west line of the Great Western Railway of Colorado property at Parcel number 105909000026 in said records; thence southerly along said west line to the south right-of-way line of said Colorado State Highway Number 60; thence along said south right-of-way line to intersection with the northern prolongation of the east line of Lot 20, Block 2 of the Purvis Addition to the Town of Johnstown, Colorado recorded at reception number 650762 in said records; thence south along said prolongation and said east line to the southeast corner of said Lot 20; thence west along the south lines of Lots 1 through 20 of Block 2, Lots 1 through 6 of Block 1, Lots 1 and 2 of Block 6 of said Purvis Addition and parallel with the south line of said Section 4 to intersection with the east right-of-way line Weld County Road 17 also known as South Parish Avenue; thence south along said east right-of-way line through a deflection to the southeast and subsequently south to the north right-of-way line of Weld County Road 46½; thence west along the western prolongation of said north right-of-way line to the west right-of-way line of said Weld County Road 17; thence north along said west right-of-way line to the south line of the Town of Johnstown property described in the General Warranty Deed recorded at reception number 5064259 in said records; thence west along said south line to the east line of said Section 9 and the southeast corner of said Town of Johnstown property; thence along said east line to the northeast corner of said Town of Johnstown property; thence along the north line of said Town of Johnstown property to the west right-of-way line of said Weld County Road 17; thence north along said west right-of-way line to the southeast corner of Lot 2 in the Amended Johnstown Center First Commercial Addition to the Town of Johnstown recorded at reception number 2475970 in said records; thence west along the south line and western prolongation thereof to the southeast corner of Outlot A, Johnstown Center Fourth Addition to the Town of Johnstown recorded at Special Warranty Deed at reception number 3100324 and at ALTA/ACSM Land Title Survey for Banner Health at reception number 4554486 in said records; thence along the south line thereof to the southwest corner of said Outlot A; thence north along the west line and the deflection to the northwest thereof to the northwest corner of said Outlot A; thence along the northwestern prolongation of said west line to the most southerly corner of the parcel designated Central Business District, Johnstown Center Second Addition recorded in the Warranty Deed at reception number 2496746 in said records; thence along the southwest line of said parcel and the deflection to the west thereof to the southwest

corner of said parcel; thence along the west line of said parcel to the northwest corner thereof and the south right-of-way line of South 1st Street; thence west along said south right-of-way line to intersection with the northeastern prolongation of the east line the Landscape Area of the Final Plat Johnstown Center First Addition to the Town of Johnstown recorded at reception number 2387243 in said records; thence along said northeastern prolongation to the north right-of-way line of South 1st Street; thence east along said north right-of-way line to the most southerly corner of Block 2 of the Parish Heights subdivision recorded at reception number 97952 in said records; thence to the most southerly corner of Block 1 of said Parish Heights subdivision and the west line of the Great Western Railway Company right-of-way recorded at reception number 85587 in said records; thence along said west line to intersection with the west right-of-way line of said North Parish Avenue; thence along said west right-of-way line to intersection with the south right-of-way line of North 2nd Street described as Sixth Street in the Mary C. Parish Addition to the Town of Johnstown at reception number 469022 in said records; thence along said south right-of-way line to the northwest corner of Lot 13, Block 9 of said Mary C. Parish Addition; thence north along the northern prolongation of the west line of said Lot 13 to intersection with the north right-of-way line of said North 2nd Street and the north line of the SE1/4 of the SE1/4 of said Section 5; thence along said north right-of-way line and north line of said SE1/4 of the SE1/4 to northeast corner of the SE1/4 of the SE1/4 of said Section 5 and the point of beginning.

EXHIBIT C

List of Properties Within Boundaries of Proposed Johnstown Downtown Development Authority, Identified by Weld County Parcel Number and Property Address

Parcel Number	Property Address
105904300005	29 N Parish Ave
105904300006	27 N Parish Ave
105904300007	21 N Parish Ave
105904300010	9 N Parish Ave
105904300011	5 N Parish Ave
105904300024	33 N Parish Ave
105904300028	205 N Parish Ave
105904300030	205 N Parish Ave
105904300031	
105904300032	
105904300033	
105904301002	117 E Charlotte St
105904301003	123 E Charlotte St
105904301004	111 E Charlotte St
105904301005	1 N Parish Ave
105904302002	7 S Parish Ave
105904302006	15 S Parish Ave
105904302007	17 S Parish Ave
105904302008	17 S Parish Ave
105904302010	21 S Parish Ave
105904302013	10 Angove Ave
105904302014	
105904302016	3 S Parish Ave
105904302019	13 S Parish Ave
105904302020	13 S Parish Ave - 1/2
105904302021	9 S Parish Ave
105904302022	99 South 1st Pl
105904302023	103 South 1st Pl - 1
105904302024	19 S Parish Ave
105904304001	201 E South 1st St
105904304008	239 E South 1st St
105904304009	223 E South 1st St
105904305004	104 South 1st Pl
105904305005	104 South 1st St
105904306001	1 Industrial Park Ct
105904306003	3 Industrial Park Ct
105904306004	4 Industrial Park Ct
105904306006	
105904306007	2 Industrial Park Ct

105904306008	
105904307001	17 N Parish Ave
105904308001	39 S Parish Ave 1
105904308002	39 S Parish Ave 2
105904308003	39 S Parish Ave 3
105904308004	39 S Parish Ave 4
105904308999	
105904309001	201 South 1st Pl
105905400012	5 S Raymond Ave
105905423006	301 W South 1st St
105905423007	305 W South 1st St
105905423008	307 W South 1st St
105905424001	15 S Raymond Ave
105905424002	19 S Raymond Ave
105905424003	21 S Raymond Ave
105905424004	25 S Raymond Ave
105905424005	221 W South 1st St
105905424006	217 W South 1st St
105905424007	215 W South 1st St - C
105905424008	32 S Rutherford Ave
105905424009	28 S Rutherford Ave
105905424010	26 S Rutherford Ave
105905424011	22 S Rutherford Ave
105905424012	18 S Rutherford Ave
105905424013	14 S Rutherford Ave
105905424014	6 S Rutherford Ave
105905424015	8 S Rutherford Ave
105905424016	200 Charlotte St
105905425001	118 Charlotte St
105905425002	5 S Rutherford Ave
105905425003	7 S Rutherford Ave
105905425004	11 S Rutherford Ave
105905425005	17 S Rutherford Ave
105905425006	21 S Rutherford Ave
105905425009	113 W South 1st St
105905425011	111 W South 1st - Both Units
105905425012	28 S Parish Ave
105905425015	20 S Parish Ave
105905425016	18 S Parish Ave
105905425017	16 S Parish Ave
105905425018	14 S Parish Ave
105905425019	12 S Parish Ave
105905425020	10 S Parish Ave
105905425021	8 S Parish Ave - 1/2
105905425026	112 Charlotte St

105905425027	114 Charlotte St
105905425028	116 Charlotte St
105905425033	6 S Parish Ave
105905425034	2 S Parish Ave
105905425035	123 W South 1st St
105905425036	22 S Parish Ave
105905430001	
105905430002	16 N Parish Ave
105905430003	101 Charlotte St
105908100030	123 W S 1 St
105908101000	222 Johnstown Center Dr
105908102001	100 Johnstown Center Dr
105908103002	121 Castle Pines Ave
105908103010	201 Johnstown Center Dr
105908120004	101 Johnstown Center Dr
105908120005	
105908120006	257 Johnstown Center Dr
105908120007	
105908120008	150 S Parish Ave
105908120009	
105909201004	102 Kuner Ave
105909202001	202 E South 1st St
105909202015	222 E South 1st St
105909202016	212 E South 1st St
105909202017	
105909202018	204 E South 1st St
105909202020	228 E South 1st St
105909202021	230 E South 1st St
105909203008	122 E South 1st St
105909203009	116 E South 1st St
105909203010	112 E South 1st St
105909203014	106 E South 1st St

* This list was created using the Town's geographic information software (GIS) and may be subject to adjustment by the Weld County Assessor.

Downtown Improvement District Feasibility

DDA Ordinance Town Council Presentation

January 21, 2026



Agenda

1. Project History
2. DDA Overview
3. DDA Election Process
4. Next Steps

1. Project History

VISION



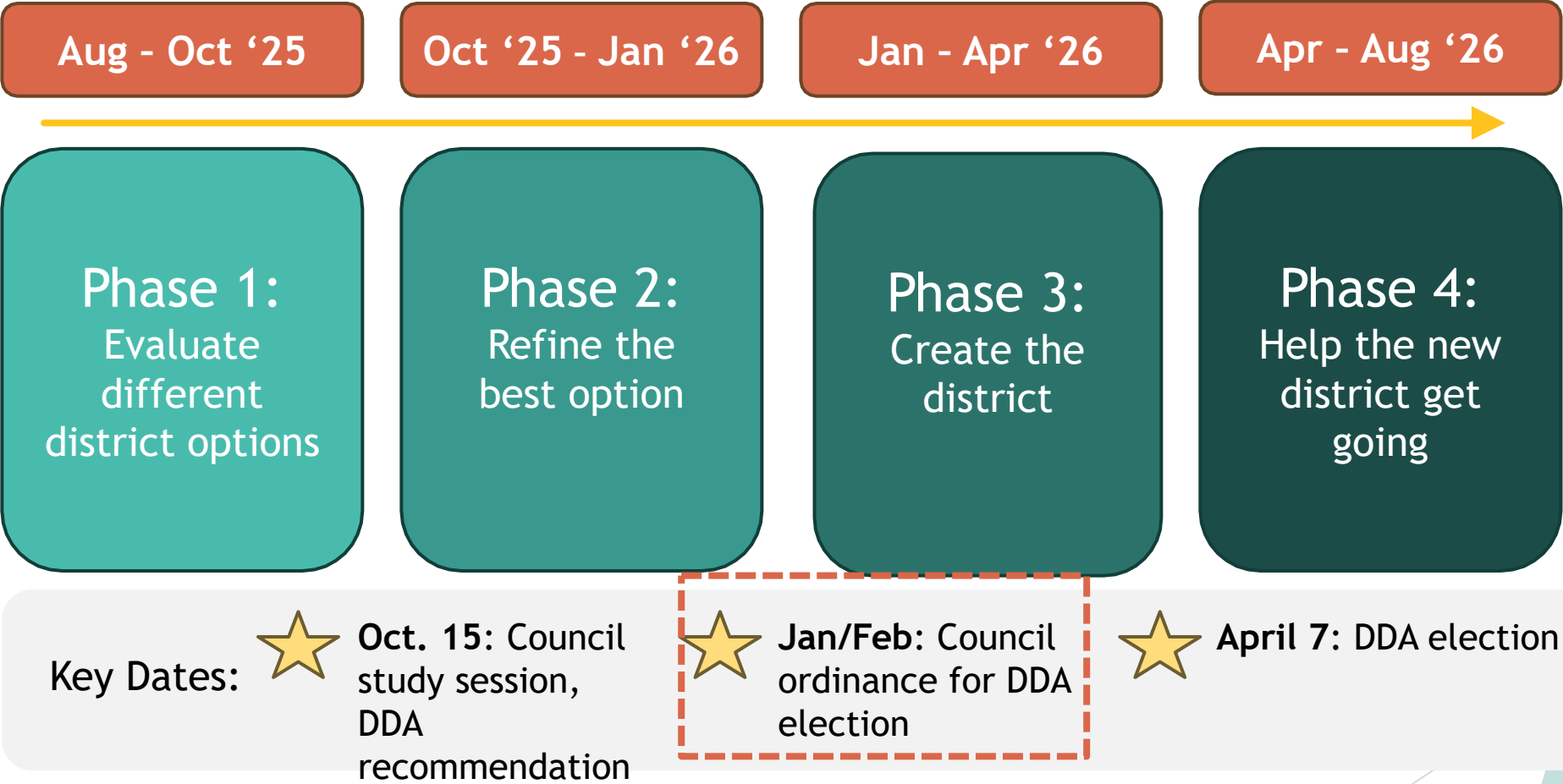
Plus, Downtown Brand, Comprehensive Plan, Design Guidelines, etc.

ACTION

Downtown Improvement District Feasibility

- Funding source
- Organizational structure
- Implementation

Project Timeline



We are here

Phases 1-2 Work Completed

- ◆ Studied existing plans
- ◆ Site visits to Downtown
- ◆ Meetings with Town staff, JDDA, business and property owners, and residents
- ◆ Project webpage
- ◆ Informational materials
- ◆ Visited peer districts
- ◆ Mapping and data analysis
- ◆ Drafted Plan of Development based on Downtown Master Plan

Engagement Summary

- ◆ August 8 - JDDA board and businesses meet-and-greets
 - ◆ August 14 - Town departments roundtable
 - ◆ September 15 - Briefing with Held property ownership
 - ◆ September 16 - Community Open House at YMCA (mailers sent to all study area)
 - ◆ November 6 - Second Open House at YMCA (mailers sent to all study area)
 - ◆ January 15 - JDDA Connect
-
- Working Group meetings: Monthly from September through January
 - Outreach to all taxing entities: County, School, Fire, Water, Aims College, Recreation

2. DDA Overview

Why a DDA?

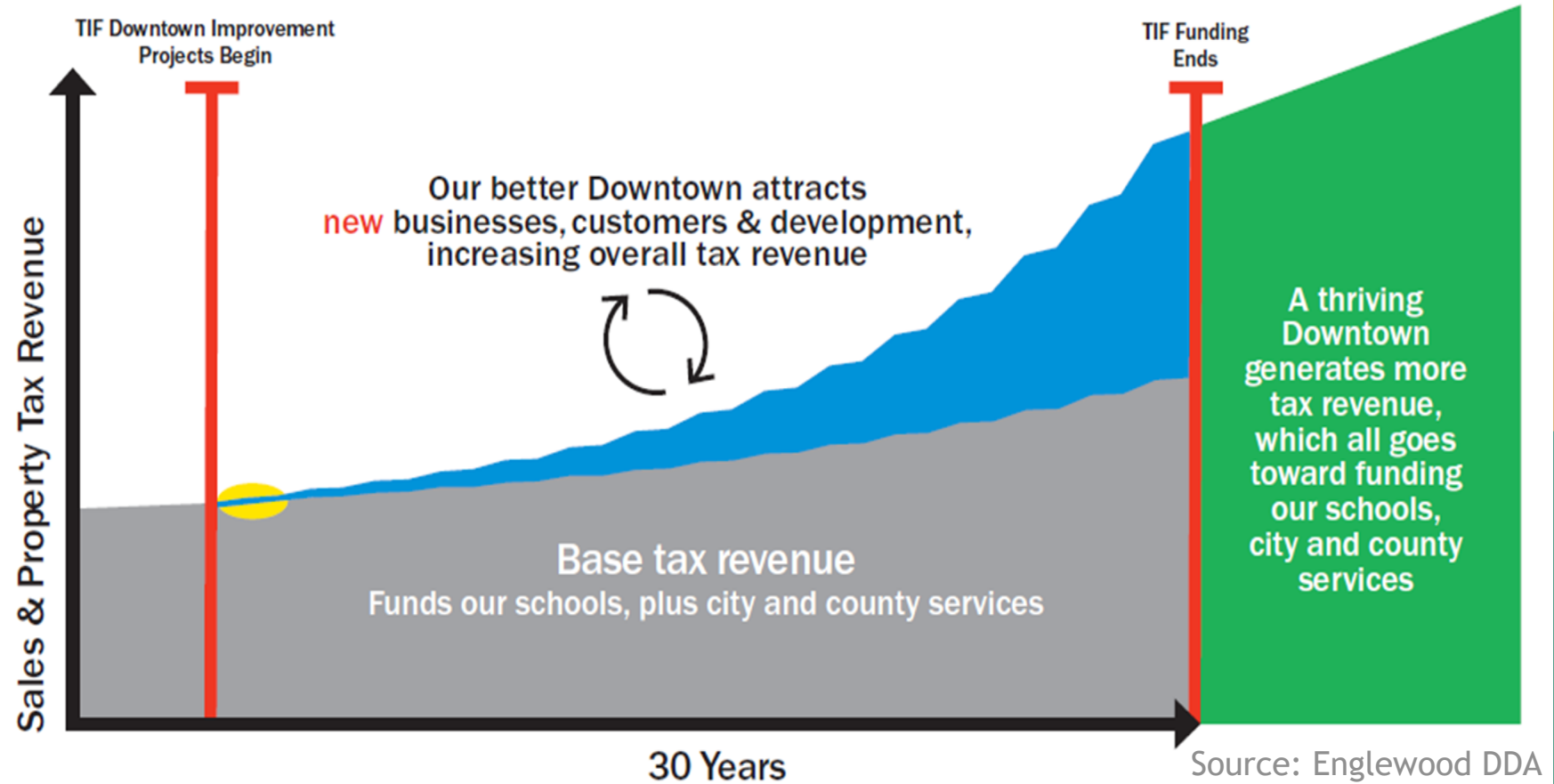
- ◆ Typical activities match most closely with Downtown Master Plan priorities
- ◆ Can fund services and major projects
- ◆ Includes commercial and residential properties (owners and tenants)
- ◆ Main funding source does *not* raise taxes
- ◆ Ongoing oversight and partnership with Town
- ◆ Greatest support from stakeholders

Downtown Development Authority (DDA)

- ◆ Governed by state statute
- ◆ Quasi-governmental steward & champion for downtown, focused on economic vitality, infrastructure, and development
- ◆ Property owners, businesses, and residents within district vote to create and approve funding, serve on governing board
- ◆ 5-11-member board appointed by Council (includes one Councilmember)
- ◆ Can use TIF - raises money **without raising taxes**
 - ◆ Optional 5 mill levy for operations - **NOT proposed in Johnstown**
- ◆ Guided by **Plan of Development** (which is informed by the Downtown Masterplan)
- ◆ **Council approves** Plan of Development, yearly budgets and workplans

Tax Increment Financing (TIF)

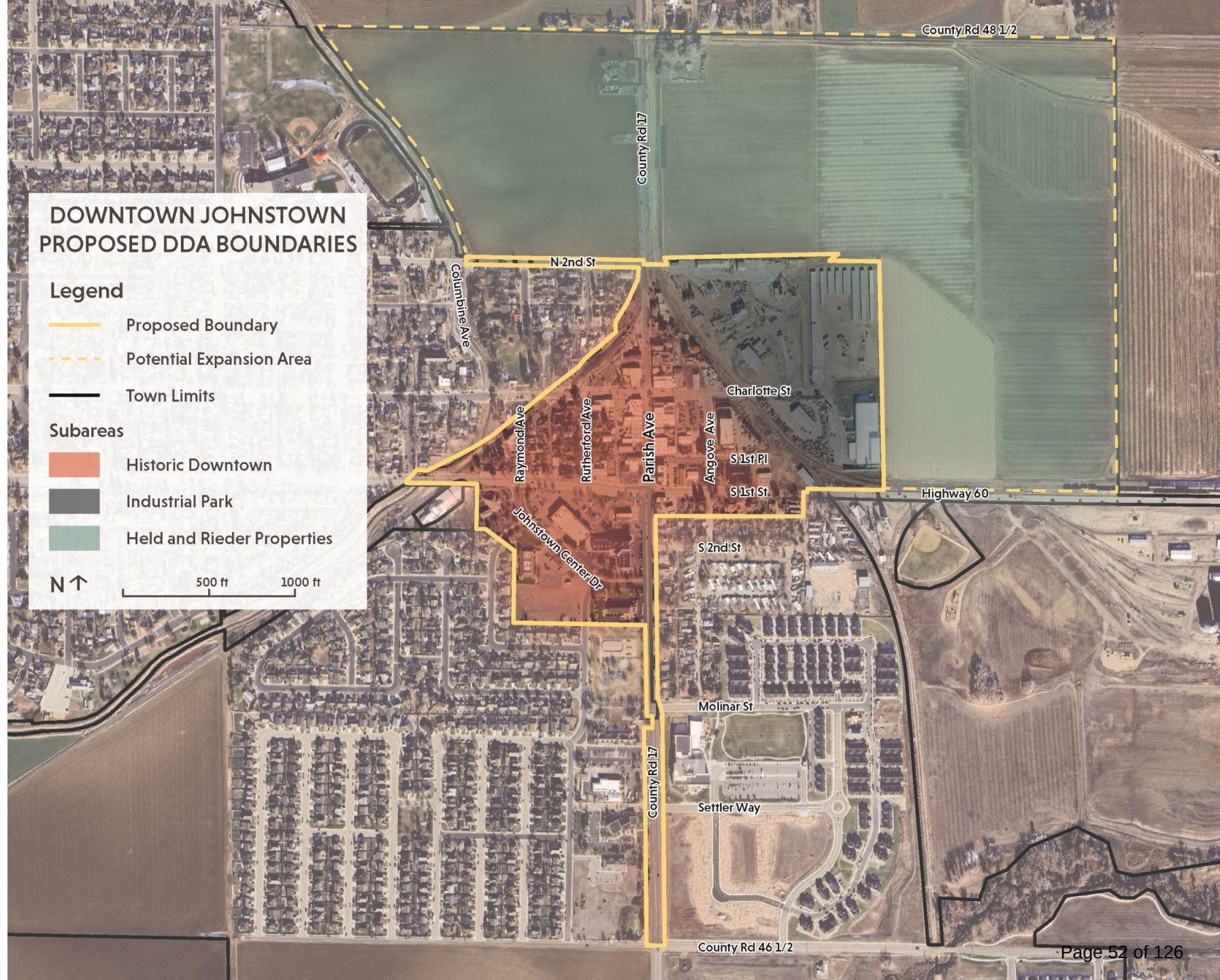
- ◆ NOT a new tax
- ◆ Redirects where some revenue goes *after* it is collected
- ◆ Form of revenue **reinvestment** - the more area prospers, the more it can invest



DDA

Boundaries

- ◆ DDA can grow over time as adjacent properties opt in
- ◆ Focus on historic downtown, set stage for expansion as Rieder and Held properties develop.



3. DDA Election

Voting Process

- ◆ Mail ballot TABOR election managed by Town.
- ◆ Electors will be mailed a **separate ballot containing two questions:**
 - ◆ (1) Create DDA, (2) Allow DDA to use TIF
- ◆ Only **residents, property owners, and lessees in district** may vote.
- ◆ Ballots can be returned by mail or in Town dropboxes by **7pm on April 7, 2026.**

Voting Process

1. Registered voter residents will **automatically receive a ballot.**
2. Entities that own or lease property (businesses, LLCs) **must submit a form** designating a registered Colorado voter to vote on their behalf.

- ◆ Town will help **share information** about election and voting process, including necessary forms.
- ◆ Town website will host forms, educational materials including handouts, FAQs, voter scenarios, etc.
- ◆ Town will send informational mailer to all electors.

4. Next Steps

Phase 3: Create the district

Jan - Apr '26

- ★ Council approves items for April ballot (DDA creation and funding)
 - TABOR election process
 - Election information and outreach (Town)
 - Campaign (community-led)
 - **April 7 vote**

Phase 4: Help the new district get going

Apr - Aug '26

- DDA board formation process
- ★ Council appoints board
- ★ Council approves Plan of Development
 - DDA start-up: trainings, staffing, IGAs, first year budget/workplan
- ★ Council approves first year budget and workplan

Thank you

Questions?



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

Town Council Agenda Communication

Agenda Date: January 21, 2026

Subject: Central Wastewater Treatment Plant Change Order Number 3 for Lagoon Decommissioning

Attachments:

1. Central WWTP Change Order No 3 - Lagoon Decommissioning
2. Central WWTP Change Order No 3 Request - Lagoon Decommissioning
3. Central WWTP Overall Site Plan
4. Central WWTP Construction Contract

Presented by: Doug Gossett, Engineering Director

Agenda Item Description:

Enclosed for your review and consideration is a request to award Change Order No. 3 to Moltz Construction (Moltz) to decommission the Town's lagoon system as part of the Central Wastewater Treatment Plant (WWTP) project. The lagoons are no longer necessary for treatment of the Town's wastewater.

On April 3, 2023, the Johnstown Town Council awarded a construction contract to Moltz in the amount of \$52,804,817.00 for the construction of the Central WWTP. Town Staff and Moltz have been working together over the past several years to complete the construction of the Central WWTP facility, with the goal of being able to move from a lagoon treatment system to a new, more advanced membrane facility and to comply with CDPHE's Cease and Desist Order for the lagoon facility. In December of 2025 the Cease and Desist Order was removed by CDPHE and the Town is in compliance with state and federal requirements.

The original construction contract did not include fully decommissioning of the lagoon system. In 2023, Moltz decommissioned Lagoon No. 3. Lagoon No. 1 and No. 2 remained in service for the duration of construction. Now that the new Central WWTP is operational, Lagoon No. 1 and No. 2 are no longer needed and are ready to be decommissioned. The approval of Change Order No. 3 will allow for the lagoons to be fully decommissioned so that the land can be restored and utilized for other purposes.

Moltz coordinated with Denali, a subcontractor who routinely performs this type of work, to estimate the total volume of sludge in the lagoons. Based on measurements of approximately 9 million gallons of liquids and 4000 tons of solids, the estimated cost for the decommissioning is \$2,847,918.31. A 7% contingency is being recommended for any unforeseen condition. The total cost of Change Order No. 3, including the contingency, bonds, and insurance, is \$3,097,533.00.

This increases the construction contract Guaranteed Maximum Price to \$55,902,370.00. In addition, Change Orders No. 1 and No. 2 did not increase the Guaranteed Maximum Price, they

only changed the dates of substantial and final completion. If awarded, the project is anticipated to be completed by September 30, 2026.

Strategic Plan Alignment:

Quality Infrastructure & Facilities

- Ensure future viability of infrastructure and facilities
- Repair and maintain existing infrastructure, facilities and equipment

Legal Advice:

The original construction contract was reviewed by the Town's Attorney.

Financial Advice:

For Fiscal Year 2026, the Town budgeted a total of \$6,500,000 for the completion of the Central WWTP, including decommissioning of the lagoon system.

Recommended Action:

Staff recommends approving Change Order No. 3 in the amount of \$3,097,533.00.

Suggested Motions:

For Approval: I move to approve Change Order No. 3 for the Central Wastewater Treatment Plant Project in the amount of \$3,097,533.00 and authorize the Town Manager to execute Change Order No. 3 as presented.

For Denial: I move to deny Change Order No. 3 for the Central Wastewater Treatment Plant Project as presented.

Reviewed and Approved for Presentation



Town Manager



Change Order 3

Date of Issuance:	Effective Date:	January __, 2026
Owner: Town of Johnstown	Owner's Contract No.:	
Contractor: Moltz Construction	Contractor's Project No.:	
Engineer: AQUA Engineering	Engineer's Project No.:	002004.C
Project: Central WWTP Expansion	Contract Name:	Central WWTP Expansion

The Contract is modified as follows upon execution of this Change Order:

- Part 1 as currently defined in the Construction Contract remains unchanged.
- Part 2 as currently defined in the Construction Contract is modified to include all Work associated with the following treatment facility unit processes: Central Interceptor, Headworks, Equalization Basin and Secondary Process Basins, Membrane Bioreactor and Building Dewatering system, Solids Holding Tank, yard piping and connections to existing infrastructure, decommissioning of Lagoon No. 3, and stormwater.
- Part 3 is added through this Change Order for the following Work: Lagoon No. 1 and No. 2 decommissioning and final site grading and paving.
- See the changes in the Contract Times below. In summary, Task 1 and Task 2 Contract Times remain unchanged. This Change Order adds Task 3 and associated Contract Times.

Attachments: Moltz' Proposed Change Order 003

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>52,804,817.00</u>	Original Contract Times: Substantial Completion: <u>T1 – April 1, 2024</u> <u>T2 – September 2, 2025</u> Ready for Final Payment: <u>T1 – May 1, 2024</u> <u>T2 – December 31, 2025</u>
[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>2</u> : \$ <u>NA</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>2</u> : Substantial Completion: <u>105 calendar days (T1 Only)</u> Ready for Final Payment: <u>105 calendar days (T1 Only)</u>
Contract Price prior to this Change Order: \$ <u>52,804,817.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>T1 – July 15, 2024</u> <u>T2 – November 3, 2025</u> Ready for Final Payment: <u>T1 – August 14, 2024</u> <u>T2 – February 27, 2026</u>
[Increase] [Decrease] of this Change Order: \$ <u>3,097,553.00 (of which \$199,354.28 goes to Contingency)</u>	Increase [Decrease] of this Change Order: Substantial Completion: <u>182 calendar days between T2 and new T3</u> Ready for Final Payment: <u>215 calendar days between T2 and new T3</u>

EJCDC® C-941, Change Order.

Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

Page 1 of 2



Contract Price incorporating this Change Order:

\$ 55,902,370.00

Contract Times with all approved Change Orders:

Substantial Completion: T1 – July 15, 2024

T2 – November 3, 2025

T3 – August 28, 2026

Ready for Final Payment: T1 – August 14, 2024

T2 – February 27, 2026

T3 – September 30, 2026

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: Craig Matsuda
Engineer (if required)

By: _____
Owner (Authorized Signature)

By: [Signature]
Contractor (Authorized Signature)

Title: Project Manager

Title _____

Title PROJECT MANAGER

Date: December 31, 2025

Date _____

Date 12/31/2025

Approved by Funding Agency (if applicable)

By: NA

Date: NA

Title: NA

Moltz Construction, Inc.



PROPOSED CHANGE ORDER	003	ROUTING	DATE SENT	DATE RECEIVED
OWNER: Town of Johnstown		Contractor/ Owner	December 1, 2025	
PROJECT: Central WWTP Project		Engineer/ Owner		
CONTRACTOR / SUBCONTRACTOR: Moltz Construction		REQUESTED RESPONSE DATE	December 8, 2025	
Construction Package or Proposal #: n/a				

CONTRACTOR REQUEST

The following changes to the contract are being considered:

Lagoon 1 Decommissioning
Lagoon 2 Decommissioning
Extend Final Completion to 9/30/2026 for Lagoons 1 & 2 Decommissioning and Demo
Add \$3,097,553 to the Contract with \$199,354.28 going to Contingency.

- ☐ This change is associated with a Work Change Directive (WCD), Proposal Request (PR) or Change Order (CO)
☐ Have submitted quotation for performing change
☐ Other: _____

Requested Change Value: \$ 3,097,553.00
Requested Additional Contract Time 215 days

	<u>Costs</u> <u>(Dollars)</u>	<u>Time</u> <u>(Days)</u>
☒ Add	\$3,097,553.00	215
☐ Deduct	_____	_____

By: _____

Date: _____

NOTES:

Project: Central WWTP Project

Date Prepared: June 25, 2025

Description of Change: Lagoon Decommissioning

Reference Documents: _____ (Attach WCD, PR or CO if relevant)



#	DESCRIPTION	Unit	Qty	LABOR			MATERIAL		SUBCONTRACT		EQUIPMENT		OTHER		TOTAL
				MH Unit	MH Cost	Total MH	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	
1	Denali -					0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
2	Mobilization	ls	1			0.00		\$0.00		\$0.00	54500.000	\$54,500.00		\$0.00	\$54,500.00
3	Lagoon 1 -					0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
4	Liquid Hauling	gal	6,000,000			0.00		\$0.00		\$0.00	0.195	\$1,170,000.00		\$0.00	\$1,170,000.00
5	Muck Hauling	ton	2500			0.00		\$0.00		\$0.00	118.00	\$295,000.00		\$0.00	\$295,000.00
6	Lagoon 2 -					0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
7	Liquid Hauling	gal	3,000,000			0.00		\$0.00		\$0.00	0.195	\$585,000.00		\$0.00	\$585,000.00
8	Muck Hauling	ton	1500			0.00		\$0.00		\$0.00	118.00	\$177,000.00		\$0.00	\$177,000.00
9						0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
10	Moltz -					0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
11	Demo					0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
12	Lagoon 1 -	ls	1	400	38.00	400.00		\$15,200.00	2500.00	\$2,500.00		\$0.00	8750.00	\$8,750.00	\$28,637.50
13	Lagoon 2 -	ls	1	320	38.00	320.00		\$12,160.00	2500.00	\$2,500.00		\$0.00	8750.00	\$8,750.00	\$25,597.50
14	Clean up edges of lagoons					0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
15	Lagoon 1 -	ls	1	360	38.00	360.00		\$13,680.00	2500.00	\$2,500.00		\$0.00	17500.00	\$17,500.00	\$38,055.00
16	Lagoon 2 -	ls	1	240	38.00	240.00		\$9,120.00	2500.00	\$2,500.00		\$0.00	11750.00	\$11,750.00	\$26,307.50
17	Backfill Lagoons					0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
18	Lagoon 1 -	ls	1	360	38.00	360.00		\$13,680.00		\$0.00		\$0.00	31000.00	\$31,000.00	\$52,430.00
19	Lagoon 2 -	ls	1	240	38.00	240.00		\$9,120.00		\$0.00		\$0.00	25250.00	\$25,250.00	\$40,682.50
	SUBTOTALS					1920.00		\$72,960.00		\$10,000.00		\$2,281,500.00		\$103,000.00	\$2,493,210.00

NOTES:

Assumes water cap has been removed from Lagoons
Denali will utilize a similar setup as the dredging operation currently ongoing. 1-2 Dewatering Presses with screening system. Will need a NPW source or will require additional pumping and filtering from Lagoon 2 for Press Operation.
Sludge Quantities are estimated based on past data and amount of sludge removed during dredging of Lagoon 1.
Demo of blower piping in Lagoons only. Demoeed material to be placed in dumpsters and hauled off.
Moltz to clean up debris around edges of Lagoons and place in dumpsters to haul off.
~10,000 cy of material to be placed in Lagoons and wheel rolled. No compaction or testing assumed
7% Contingency

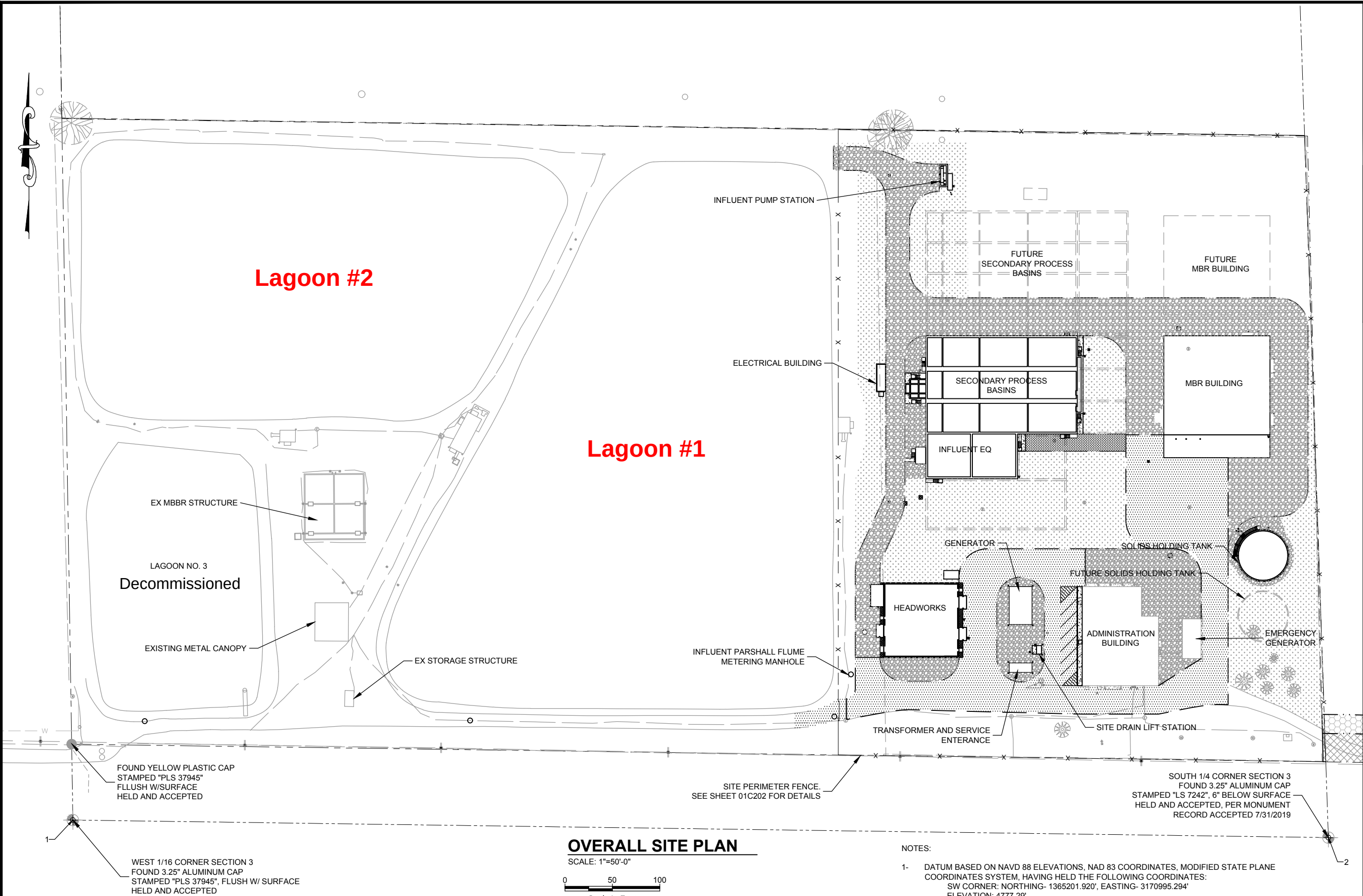
LABOR BURDEN (Labor)	38%	\$27,724.80
SMALL TOOLS (Labor)	6%	\$4,377.60
MARKUP (L,M,E,O)	7.5%	\$15,878.25
MARKUP (SUBCONTRACTS)	7.5%	\$171,112.50
GENERAL CONDITIONS	5.0%	\$135,615.16
SUBTOTAL		\$2,847,918.31
CONTINGENCY	7.0%	\$199,354.28
SUBTOTAL		\$3,047,272.59
Bonds and Insurance	1.65%	\$50,280.00
GRAND TOTAL		\$3,097,552.59

NET CHANGE (ACTUAL)	\$3,097,552.59
NET CHANGE (ROUNDED)	\$3,097,553.00

1 - Cost of Work is the total cost of Labor, Material, Subcontracts, Equipment, Other, Labor Burden, Inland Marine, Per Diem and Small Tools

C:\USERS\DEREK.HYDE\ACCD\CS\AQUA\ENGINEERING\002004.C\JOHNSTOWN CENTRAL WWTP EXPANSION\PROJECT FILES\001 SITE CIVIL\01-01C201-OVERALL SITE PLAN.DWG

3/24/2023



OVERALL SITE PLAN

SCALE: 1"=50'-0"



Cut/Fill Summary

Name	Cut Factor	Fill Factor	2d Area	Cut	Fill	Net
CUT FILL	1.000	1.000	161134 Sq. Ft.	5277.17 Cu. Yd.	3101.04 Cu. Yd.	2176.13 Cu. Yd.<Cut>
Totals			161134 Sq. Ft.	5277.17 Cu. Yd.	3101.04 Cu. Yd.	2176.13 Cu. Yd.<Cut>

NOTES:

- DATUM BASED ON NAVD 88 ELEVATIONS, NAD 83 COORDINATES, MODIFIED STATE PLANE COORDINATES SYSTEM, HAVING HELD THE FOLLOWING COORDINATES:
SW CORNER: NORTHING- 1365201.920', EASTING- 3170995.294'
ELEVATION: 4777.29'
- DECOMMISSIONING OF LAGOONS NO. 1 AND NO. 2 BY TOWN. CONTRACTOR SHALL DECOMMISSION LAGOON NO. 3. SEE NOTE 4.
- SEE SHEET 01C204 FOR POINTS TABLE
- AT CONTRACTORS DISCRETION, LAGOON NO. 3 MAY BE DECOMMISSIONED EARLY AND USED FOR STOCKPILING SPOIL DURING CONSTRUCTION.



DRAWING IS TO SCALE IF BAR MEASURES: 1" = FULL SCALE 1/2" = HALF SCALE		ORIGINAL		DESIGN		DRAWN		CHECKED		REVISIONS	
NO	DATE	DESIGN	DRAWN	CHECKED	CM	KR	JRL	CM	KR	NO	DESCRIPTION
C	03/27/2023										

TOWN OF JOHNSTOWN
450 S PARISH AVE, JOHNSTOWN, CO 80534
CENTRAL WASTEWATER TREATMENT PLANT
CIVIL
OVERALL SITE PLAN



5325 VALENTIA WAY, GREENWOOD VILLAGE, CO 80111
PHONE: 728.667.1250

DRAWING NO.

01C201

SHEET

**Agreement Between
OWNER AND CONSTRUCTION MANAGER**
Construction Manager At-Risk

2004 EDITION

This document is to be used in conjunction with Standard General Conditions of the Construction Contract (EJCDC C-700-2018) and the Supplementary Conditions (EJCDC C-800).

CONSULTATION WITH AN ATTORNEY IS RECOMMENDED WHENEVER THIS DOCUMENT IS USED.

AGREEMENT

Made this 3rd of April in the year of Two Thousand and Twenty-Three.

BETWEEN The Owner:

Town of Johnstown, a home rule municipality of the State of Colorado

And the Construction Manager (hereinafter referred to as the "CM"):

Moltz Construction Inc., a Colorado corporation

For services in connection with the Project known as:

Central Wastewater Treatment Plant Project

The Owner and CM, in consideration of their mutual covenants herein, agree as set forth below:

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Construction Management Association of America, 7926 Jones Branch Drive, Suite 800 McLean, Virginia 22102

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ARTICLE 1 RELATIONSHIP OF THE PARTIES

1.1 Owner and Construction Manager

The Construction Manager (CM) and the Owner shall perform as stated in this Agreement and each accepts the relationship between them that is established by this Agreement. The CM is the "Contractor" as that term is defined by the General Conditions of this Agreement (Standard General Conditions of the Construction Contract EJCDC C-700-2018) ("General Conditions"). Reference herein to the General Conditions includes the Supplementary Conditions of the Construction Contract ("Supplementary Conditions") and modifications, if any, to the General Conditions set forth in the Supplementary Conditions.

1.1.1 Standard of Care

The CM covenants with the Owner to furnish its skill and judgment with due care in accordance with applicable federal, state, and local laws and regulations.

1.2 Owner and Engineer

The Owner has contracted separately with AQUA Engineering of Utah, a Utah limited liability company ("Engineer"), for architectural and engineering design services for the Project. Nothing in this Agreement shall affect the rights, duties and obligations that exist between the Owner and Engineer. Furthermore, the CM hereby acknowledges and agrees not to interfere with the relationship between the Owner and the Engineer. From time to time, the Owner may delegate to the Engineer specific authority and decision-making capacity with regard to this Agreement and the construction of the Project. The Project is defined in Article 2 of this Agreement.

1.3 CM and Subcontractors

The CM may contract directly with such Subcontractors as may be necessary for construction or supply of the Project. The CM may self-perform all or a part of the Work. Any contracts between the CM and Subcontractors shall be issued consistent with the applicable provisions of this Agreement.

1.4 Relationship of the CM to the Engineer and Other Project Participants

In providing construction management services described in this Agreement, the CM shall endeavor to maintain a working relationship with the Engineer. The Engineer is solely responsible for the Project design and shall perform in accordance with the Engineer agreement with the Owner and nothing in this Agreement shall be construed to mean that the CM is responsible for the design of the Project or that the CM assumes any of the contractual or customary duties of the Engineer or any other persons or parties not specified by this Agreement except as otherwise expressly agreed to by CM under separate agreement.

ARTICLE 2 PROJECT DEFINITION

The term "Project" when used in the Agreement shall mean the total construction of which the Work may be a whole or part of the Project. The term "Work" required for the "Project" used in this Agreement shall mean the various parts of total construction to be performed under this Agreement.

The Project name and locations are as follows:
Central Wastewater Treatment Plant Project

Town of Johnstown, County of Weld, State of
Colorado

The Project is intended for use as:
Wastewater Treatment Plant

The Work is for all services incidental to the construction management and administration of the Central Wastewater Treatment Plant Expansion (hereinafter referred to as "Project") in accordance with the Contract Documents.

ARTICLE 3 CONSTRUCTION MANAGER'S BASIC SERVICES

3.1 CM Basic Services

3.1.1 The CM shall perform the Basic Services described herein and as otherwise set forth in the Contract Documents. For the avoidance of doubt, the Basic Services include, but are not limited to, the services set forth in the Guaranteed Maximum Price, which includes the Drawings and Specifications, attached hereto and incorporated herein by reference as **Exhibit A**. It is not required that the Basic Services be performed in the sequence in which they are described unless sequence is specified.

3.1.2 Project and Accounting Records

Records for the CM's personnel expenses; Subcontractor's, independent engineer's, architect's and other consultant's fees; and direct expenses pertaining to the Project shall be maintained on the basis of generally accepted accounting practices. The CM shall maintain full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement. Records shall include, but not necessarily be limited to, financial books and ledgers, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, receipts, memoranda and other data pertaining to the Project. All such records shall be available for inspection by the Owner and the Engineer at mutually convenient times for a period of two years after the end of the warranty period.

3.2 Pre-Design Phase N/A

3.3 Pre-Procurement Phase N/A

3.4 Procurement Phase N/A

3.5 Construction Phase

3.5.1 Project Management

Except as provided herein, the CM's responsibilities set forth below do not supersede, abrogate or otherwise modify CM's responsibilities established by the General Conditions.

3.5.1.1 Pre-Construction Conference

Along with the Engineer and as set forth in the General Conditions, the CM shall conduct a pre-construction conference during which the CM shall review the reporting procedures, site operations and other contractual requirements.

3.5.1.2 Onsite Management and Construction Phase Communication Procedures

The CM shall provide and maintain a management team on the Project site to provide contract administration and the CM shall establish and implement coordination and communication procedures

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among the CM, Owner, Engineer, and Subcontractors. A list identifying the CM management team including titles, name, and contact phone numbers shall be provided to Owner within ten (10) days upon commencement of the Contract.

3.5.1.3 Contract Administration Procedures

The CM shall establish and implement procedures for expediting and processing requests for information, Shop Drawings, material and equipment sample submittals, Subcontractor schedule adjustments, Change Orders, substitutes, payment requests and the maintenance of logs. The CM shall maintain daily job reports. The CM shall be the party to whom requests for information, submittals, Subcontractor schedule adjustments, substitutes, Change Order requests and payment requests shall be submitted.

3.5.1.3.1 Record Documents

The CM shall coordinate and expedite submittals of information from the Subcontractors for preparation of record drawings and specifications and shall coordinate and expedite the transmittal of such record documents to the Owner.

3.5.1.4 Project Site Meetings

The CM shall conduct weekly meetings at the Project site with each Subcontractor and the CM shall conduct coordination meetings with all Subcontractors, the Owner and Engineer for the duration of the Project. The CM shall record, transcribe and distribute minutes to all attendees, the Owner and Engineer.

3.5.1.5 Coordination of Other Independent Consultants

Technical inspection and testing provided by the Engineer or others shall be coordinated by the CM when appropriate at various stages of the construction or when requested by Owner or required by the Contract Documents. The CM shall be provided with a copy of all inspection and testing reports on the day of the inspection or test or when issued. The CM is not responsible for providing, nor does the CM control, the actual performance of technical inspection and testing. The CM is performing a coordination function and is not acting in a manner so as to assume responsibility, in part or in whole, for all or any part of such inspection and testing, unless otherwise provided in the Contract Documents.

3.5.1.6 Review of Requests for Changes to the Contract Time and Price

The Engineer shall review, and recommend approval or denial to the Owner, of changes in Contract Price, Contract Time and Work.

3.5.1.7 Quality Review

The CM shall establish and implement a program to monitor the quality of construction performed by Subcontractors. The purpose of the program shall be to guard the Owner against defects and deficiency in the work of Subcontractors. The CM shall transmit to the Subcontractor a notice of nonconforming work and may reject work when it is the opinion of the CM that the work does not conform to the requirements of the Contract Documents. The CM is not authorized as part of this service to change, evoke, enlarge, relax, alter, or to release any requirement of the Contract Documents or to approve or accept any portion of the Work not performed in accordance with the Contract Documents. The Engineer is responsible for monitoring the quality of the overall Project, including any work self-performed by the CM, in accordance with the General Conditions.

3.5.1.8 Operation and Maintenance Materials

3.5.1.8.1 The CM shall provide to the Town operation and maintenance manuals, warranties and guarantees for materials and equipment installed in the Project.

3.5.1.8.2 Prior to final completion of the Project, the CM shall compile manufacturers' operations and maintenance manuals, warranties and guarantees and bind such documents in an organized manner. This information shall then be provided to the Owner.

3.5.1.9 Best Management Practices

The CM shall install appropriate best management practices to minimize pollution from construction activities. Such practices shall be monitored and maintained for effectiveness during the construction phase.

3.5.1.10 Substantial Completion

Substantial Completion shall be determined by the Engineer in accordance with the General Conditions.

3.5.1.11 Final Completion and Final Payment

3.5.1.11.1. Final Completion shall be determined by the Engineer in accordance with the General Conditions. The timing of Application for Final Payment, the documentation required to accompany the same and the roles and responsibilities of the Owner, Engineer and CM in regard to the processing of the same are as set forth in the General Conditions.

3.5.1.11.2 Final payment shall be made by Owner to CM when 1) the Contract has been fully performed by the CM; 2) a final Application for Payment and a final accounting for the Cost of the Work have been submitted by the CM and reviewed and approved by Owner; 3) a final payment recommendation on the Application for Payment has been issued by the Engineer, and 4) the CM submits an affidavit that there are no outstanding claims against the Project. Such final payment shall be made by Owner only after the requirements set forth in accordance with the Colorado Public Works Act, Section 38-26-101, *et seq.*, C.R.S., as amended ("Public Works Act"), including, but not limited to the advertising requirements, have been satisfied.

3.5.1.11.3 Upon final acceptance of the Project, and/or any phase of the Project, by the Owner, the CM, with the assistance of the Engineer, shall prepare and publish a Notice of Final Payment, as required by the Public Works Act and any applicable Colorado statute. Following the expiration of the time provided in said Notice of Final Payment, and subject to the other requirements provided by law regarding final payment, the Owner shall make final payment for the Project, and/or a phase of the Project to the CM. The CM shall ensure that all Subcontractors are paid on the Project and upon payment of any part or parcel thereof, obtain the appropriate lien waivers from Subcontractors, suppliers, material men, laborers, or any other person who provided labor or supplies on the Project. Nothing in this Paragraph shall modify any retainage rights of the Owner, as provided for elsewhere in this Agreement.

3.5.1.11.4 The provisions of this section shall not lessen or diminish, but shall be in addition to, the duty of the CM to submit to the Owner a sworn statement setting forth that all claims for materials and labor performed under the Contract have been and are paid for the entire period of time for which the final payment is to be made and, with respect to disputed claims, to identify such and the amount claimed to be due. Final payment will be made only in conjunction with applicable Colorado laws.

3.5.1.11.5 The amount of the final payment shall be calculated as follows:

3.5.1.11.5.1 Take the sum of the Cost of the Work substantiated by CM's final accounting and CM's Fee; but not more than the Guaranteed Maximum Price. Any Contingency remaining at the time of final payment shall be retained by the Owner as set forth in Article 12.

3.5.1.11.5.2 Subtract amounts, if any, for which the Engineer withholds, in whole or in part, a final Certificate for Payment as provided in the Contract Documents.

3.5.1.11.5.3 Subtract the aggregate of previous payments made by Owner.

3.5.1.11.6 If the aggregate of previous payments made by Owner exceeds the amount due the CM, the CM shall reimburse the difference to Owner within thirty (30) days.

3.5.1.11.7 Owner may review and report in writing on CM's final accounting within thirty (30) days after approval of the final accounting by the Engineer. Based upon such Cost of the Work as Owner

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substantiates, and provided all other conditions of the Agreement have been met, the Engineer will, within seven days after receipt of the written report of Owner, either issue to Owner a final Certificate for Payment with a copy to CM, or notify CM and Owner in writing of the Engineer's reasons for withholding a certificate.

3.5.1.12. Means, Methods and Safety. The CM shall be responsible for the means, methods and safety of the Work in accordance with the General Conditions and the Contract Documents.

3.5.2 Time Management

3.5.2.1 Progress Schedule

The CM shall adjust and update the Progress Schedule and distribute copies to the Owner and Engineer, except that the CM may only adjust the Contract Time as provided in the General Conditions. All adjustments to the Progress Schedule shall be made for the benefit of the Project.

3.5.2.2 Subcontractor's Construction Schedules

The CM shall review each Subcontractor's construction schedule and shall verify that the schedule is prepared in accordance with the requirements of the Contract Documents and that it establishes completion dates that comply with the requirements of the Progress Schedule.

3.5.2.3 Construction Schedule Report

The CM shall review the progress of construction of each Subcontractor no less frequently than once per month, shall evaluate the percentage complete of each construction activity as indicated in the Subcontractor's construction schedule and shall review such percentages with the Subcontractor. This evaluation shall serve as data for input to the periodic construction schedule report that shall be prepared and distributed to the Subcontractor, the Owner and Engineer at least once a month. The report shall indicate the actual progress compared to scheduled progress and shall serve as the basis for progress payments. The CM shall determine and implement alternative courses of action that may be necessary to achieve contract compliance by the Subcontractor.

3.5.2.4 CM Review of Time Extension Requests

The CM shall coordinate with the Engineer, prior to the issuance of a Change Order, to determine the effect on the Progress Schedule of time extensions.

3.5.3 Cost Management

3.5.3.1 Schedule of Values (Each Contract)

A Schedule of Values shall be prepared in accordance with the General Conditions.

3.5.3.2 Field Work Order Control

Field Orders may be authorized by the Engineer pursuant to the General Conditions. If Owner approval is necessary, the Town Manager or the Town Manager's authorized designee may approve Field Work Order requests on behalf of the Owner. Any increase in the Cost of Work due to an approved Field Work Order shall be subtracted from the Contingency. Any decrease in the Cost of Work due to an approved Field Work Order shall be added to the Contingency.

3.5.3.3 Change Order Control

3.5.3.3.1 The Engineer is responsible for the Change Order system in accordance with the General Conditions.

3.5.3.3.2 All Change Orders will require the approval of the Engineer and Owner.

3.5.3.3.5. The maximum combined percentage of Overhead and Profit line items assessed pursuant to any Change Order (Subcontractors and CM inclusive) shall be seven and one-half percent (7.5%).

3.5.3.4 Cost Records

The CM shall provide cost records or other documentation as required to substantiate Change Order costs to the Engineer in accordance with the General Conditions.

3.5.3.5 Trade-Off Studies

The CM shall provide trade-off studies for various minor construction components. The results of the trade-off studies shall be in report form and distributed to the Owner and Engineer.

3.5.3.6 Progress Payments

3.5.3.6.1 Based upon Applications for Payment submitted by CM and Certificates for Payment, Owner shall make progress payments on account of the Contract Sum to CM as provided below. The timing of Applications for Payments, the documentation required to accompany such Applications and the roles and responsibilities of the Owner, Engineer and CM in regard to the processing of the same are as set forth in the General Conditions.

3.5.3.6.2 With each Application for Payment, CM shall submit a Cost of Work report which reflects costs covered by the pay application.

3.5.3.6.3 Each Application for Payment shall be based upon the most recent Schedule of Values submitted by the CM in the Guaranteed Maximum Price. The Schedule of Values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that CM's fee (which shall include overhead and profit) shall be shown as separate item. The Schedule of Values shall be prepared in such form and supported by such data to substantiate its accuracy as the Engineer or Owner may require. The Schedule of Values, unless objected to by the Engineer, shall be used as a basis for reviewing CM's Applications for Payment.

3.5.3.6.4 Applications for Payment shall show the percentage completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed or (2) the percentage obtained by dividing (a) the expense which has actually been incurred by CM on account of that portion of the Work for which CM has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the Schedule of Values.

3.5.3.6.5 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

3.5.3.6.5.1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the Schedule of Values;

3.5.3.6.5.2 Add CM's fee. CM's Fee shall be computed upon the Cost of the Work described in the Agreement at rates stated in this Agreement;

3.5.3.6.5.3 Subtract the aggregate of previous payments made by Owner;

3.5.3.6.5.4 Subtract the shortfall, if any, indicated by CM in the documentation of prior Applications for Payment, or resulting from errors subsequently discovered by Owner's accountants in such documentation;

3.5.3.6.5.5 Subtract amounts, if any, for which the Engineer has withheld or nullified a Certificate for Payment; and

3.5.3.6.5.6 Retain five percent (5%) of the total amount.

3.5.3.6.6 Except with Owner's prior approval, the CM shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the Site.

3.5.3.6.7 The CM shall keep the Project and the Site on which Work is performed free and clear of all liens and claims from, Subcontractors, suppliers, and other third parties.

3.5.4 Management Information System ("MIS")

3.5.4.1 Schedule Maintenance Reports

The CM shall prepare and distribute to the Owner and Engineer schedule maintenance reports once per month. The report shall summarize the progress of the Work in relation to the Progress Schedule. The report shall identify and provide opinion concerning the cause of any delays or Work that is behind schedule and identify methods by which the CM proposes to maintain the Progress Schedule despite any such delays.

3.5.4.2 Project Cost Reports

The CM shall prepare and distribute to the Owner and Engineer Project cost reports once per month. The report shall summarize the Project costs incurred to date in relation to the progress of the Project.

3.5.4.3 Project and Construction Budget Revisions

The CM shall prepare and distribute to the Owner and Engineer recommended Project construction budget revisions as necessary. Any such revision that proposes an increase in the Guaranteed Maximum Price may be approved only by written amendment to this Agreement signed by both parties.

3.5.4.4 Progress Payment Reports

The CM shall prepare and distribute to the Owner and Engineer progress payment reports. The reports shall state the total construction Contract Price, payments to date, current payment requested, retainage and actual amounts owed this period. A portion of this report shall be a certificate of payment that shall be signed by the CM and delivered to the Owner for use by the Owner in making payments to the CM.

3.5.4.5 Change Order and Field Work Order Reports

The CM shall periodically prepare and distribute Change Order and Field Work Order reports during the Construction Phase. The report shall list all approved Change Orders and Field Work Orders by number, a brief description of the Change Order work, the cost established in the Change Order and percent of completion of the Change Order work. The report shall also include similar information for potential Change Orders of which the CM may be aware.

3.5.4.6 Closeout Reports

At the conclusion of the Project, the CM shall prepare final project accounting and closeout reports in coordination with the Owner.

3.5.4.7 Subcontractor's Safety Program

The CM shall review the safety programs of each Subcontractor and confirm that each Subcontractor has established safety programs as required by the Contract Documents.

3.6 Additional Services

3.6.1 At the request of the Owner, the CM shall perform the following Additional Services and shall be compensated for same as provided in Article 7 of this Agreement. The CM shall perform Additional Services only after the Owner and CM have executed a written amendment to this Agreement providing for such services. Additional Services may include:

- 3.6.1.1 Services related to procurement, storage, maintenance and installation of Owner-furnished equipment, materials, supplies and furnishings;
- 3.6.1.2 Preparation of a Project financial feasibility study;
- 3.6.1.3 Preparation of financial, accounting or MIS reports not provided under Basic Services;
- 3.6.1.4 Performance of technical inspection or testing, unless required by the Contract Documents;
- 3.6.1.5 Preparation of an Operations and Maintenance Manual separate from the compilation of operation and maintenance materials addressed in 3.5.1.8 or otherwise required in the Contract Documents; and
- 3.6.1.6 Services related to recruiting and training of maintenance personnel.

ARTICLE 4

DURATION OF THE CONSTRUCTION MANAGER'S SERVICES

4.1 The duration of the CM's Basic Services under this Agreement shall be as follows and as otherwise set forth in the Contract Documents. The Basic Services shall be completed in two parts, defined as follows:

4.1.1 "Part 1" shall include all the Work associated with temporary operation of the Influent Pump Station; and

4.1.2 "Part 2" shall include all remaining Work outside of Part 1 above.

4.2 Substantial Completion.

4.2.1 The CM shall complete Part 1 of the Project to Substantial Completion and obtain a certificate of Substantial Completion no later than April 1, 2024.

4.2.2 The CM shall complete Part 2 of the Project to Substantial Completion and obtain a certificate of Substantial Completion no later than September 2, 2025.

4.3 Final Completion.

4.3.1 The CM shall complete Part 1 of the Project to final completion no later than May 1, 2024.

4.3.2 The CM shall complete Part 2 of the Project to final completion no later than December 31, 2025.

4.4 Liquidated Damages

It is mutually agreed to by the Owner and the CM that time is of the essence of this Agreement that the Owner will suffer financial and other losses if the Work is not completed within the times specified in Paragraphs 4.2 and 4.3 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Owner and the CM agree that as liquidated damages for delay (but not as

a penalty), the CM shall pay to the Owner as liquidated damages, and not as a penalty, the following amounts:

4.4.1. For failure to meet the Substantial Completion deadlines set forth in Paragraph 4.2 above, the amount of One Thousand Five Hundred Dollars (\$1,500.00) per day for each calendar day the CM fails to achieve Substantial Completion.

4.4.2. For failure to meet the final completion deadline set forth in Paragraph 4.3.1 above, the amount One Thousand Dollars (\$1,000.00) per day for each calendar day the CM fails to achieve final completion.

4.4.3 For failure to meet the final completion deadline set forth in Paragraph 4.3.2 above, the amount Five Hundred Dollars (\$500.00) per day for each calendar day the CM fails to achieve final completion.

4.4.4 The Owner shall have the right to deduct the liquidated damages then due from any monies due the CM, or to bring legal action against the CM to obtain the liquidated damages stipulated hereunder. This remedy shall not be the Owner's exclusive remedy under this Agreement; the Owner is also entitled to any of the other remedies provided elsewhere in this Agreement.

ARTICLE 5 OWNER-INITIATED CHANGES IN THE CONSTRUCTION MANAGER'S BASIC SERVICES AND ADDITIONAL COMPENSATION

[Intentionally omitted.]

ARTICLE 6 OWNER'S RESPONSIBILITIES

6.1 The Owner shall provide to the CM complete information regarding the Owner's requirements for the Project.

6.2 The Owner shall examine information submitted by the CM and shall render decisions thereto promptly. The CM may not seek an amendment to the Contract Time or claim a default by Owner based on the Owner's alleged failure to render timely decisions as contemplated herein unless the CM has provided written notice to the Owner containing a request for a decision and the Owner, within ten (10) days, has not provided a response.

6.3 The Owner shall furnish required information and approvals and perform its responsibilities and activities in a timely manner to facilitate orderly progress of the Work in cooperation with the CM, consistent with this Agreement, and in accordance with the planning and scheduling requirements and budgetary restraints of the Project as determined by the CM. The CM may not seek an amendment to the Contract Time or claim a default by Owner based on the Owner's alleged failure to act in a timely manner as contemplated herein unless the CM has provided written notice to the Owner containing a request for action and the Owner, within ten (10) days, has not provided a response.

6.4 The Owner shall retain an Engineer whose services, duties and responsibilities shall be described in a written agreement between the Owner and Engineer. The Owner shall, in its agreement with the Engineer, require that the Engineer perform its services in cooperation with the CM, consistent with this Agreement and in accordance with the planning, scheduling and budgetary requirements of the Project as determined by the Owner and documented by the CM

6.5 The Owner shall, in a timely manner secure, submit and pay for necessary easements, required for the construction, use or occupancy of permanent structures, or for permanent changes in existing facilities.

6.6 The Owner shall furnish evidence upon request of CM, satisfactory to the CM that sufficient funds are available and committed for the entire cost of the Project

6.7 The Owner, its representatives and consultants, including Engineers, shall communicate with the Subcontractors only through the CM.

6.8 The Owner shall designate, in writing, an officer, employee or other authorized representatives to act on the Owner's behalf with respect to the Project. This representative shall have the authority to approve changes in the scope of the Project and shall be available during working hours and as often as may be required to render decisions and furnish information in a timely manner. The designated representative shall not have the authority to approve or execute any Change Order or amendment to this Agreement that results in an amendment of the Guaranteed Maximum Price or compensation due to the CM.

ARTICLE 7

COMPENSATION FOR CM SERVICES AND PAYMENT

7.1 Guaranteed Maximum Price

7.1.1 The CM has submitted to Owner a Guaranteed Maximum Price for the Project, attached hereto together with all supplemental documentation as **Exhibit A**. The Guaranteed Maximum Price shall be documented by the CM as defined in Article 12 and is subject to modification only as set forth in the Contract Documents.

7.1.1.1 The CM shall be eligible to perform Work on the Project.

7.1.1.2 The Guaranteed Maximum Price is the total cost of the Project, as defined herein. The Guaranteed Maximum Price includes the total cost of all labor, equipment, supplies, materials, services and allowances to complete the Project, including the CM's Contingency. The cost data shall be directly correlated to the Drawings and Specifications in existence at the time the Guaranteed Maximum Price is prepared, subject to modification as provided in the Contract Documents. The assumptions used in the preparation of the Guaranteed Maximum Price shall be identified by the CM as part of the Guaranteed Maximum Price documentation, in accordance with Article 12 and **Exhibit A**.

7.1.1.3 The Guaranteed Maximum Price shall include those taxes applicable to the Project that are legally enacted at the time the Guaranteed Maximum Price is established. Any increase or decrease in taxes that affect the Guaranteed Maximum Price and that are enacted after the Guaranteed Maximum Price is submitted shall be incorporated into that price by written amendment per Paragraph 3.5.4.3, but only after accounting for the tax exemptions applicable to the Project as set forth in the General Conditions.

7.1.1.4 The Owner may change the scope of the Project or a part thereof and the Guaranteed Maximum Price shall then be adjusted, if at all, as provided in Paragraph 7.1.3 and the General Conditions.

7.1.2. N/A

7.1.3 Adjustments to the Guaranteed Maximum Price

The CM understands, confirms and agrees that its responsibility hereunder is to construct the Project in accordance with the Contract Documents. It is recognized that the Guaranteed Maximum Price set forth in this Agreement is based upon Drawings and Specifications that may, by agreement of the parties as set forth in the Contract Documents, be amended or modified. The Guaranteed Maximum Price shall not, however, be increased except as otherwise set forth herein and in the Contract Documents.

7.1.3.1 The amount of adjustment to increase or decrease the Guaranteed Maximum Price resulting from a change in the Project shall be determined in one or more of the following ways:

7.1.3.1.1 By mutual acceptance of a lump sum, properly itemized and supported by cost data; or

7.1.3.1.2 By unit prices defined and listed in **Exhibit A**; or

7.1.3.1.3 If neither of the methods set forth in 7.1.3.1.1 or 7.1.3.1.2 is agreed upon by the Owner, the CM, provided it receives a written order signed by the Owner, shall promptly proceed with the work involved. The cost of such work shall then be determined on the basis of the cost records for the changed work. Selection of this method shall not restrict the Owner or the CM from submitting the matter to mediation as to the justification or right of the CM to an increase in the Guaranteed Maximum Price due to such work. In such case, the CM shall keep and present in such form as may be agreeable to the Owner an itemized accounting together with appropriate supporting data of the actual cost of the Project.

7.1.3.2 If the unit prices are stated and if the quantities originally contemplated by the CM are so changed in a proposed Field Order or as a result of several Field Orders that application of the agreed unit prices to the quantities or work proposed cause substantial inequity to the Owner or the CM, the applicable unit prices and Guaranteed Maximum Price may be adjusted as provided in the Contract Documents.

7.2 Compensation for CM Services N/A

7.3 Lump Sum N/A

7.4. Compensation for Additional Services

The CM shall be compensated and payments shall be made for performing Additional Services in an amount and on terms mutually agreeable between the Owner and CM.

7.5 Adjustments to the CM's Compensation

The CM shall promptly notify the Owner when it believes that changes to the scope of the Project or a part thereof are necessitated or when delays are caused in whole or in part by the Owner or Engineer that increase or extend the scope or duration of the CM's Basic Services. The CM shall follow the Change Order process set forth in the General Conditions.

ARTICLE 8 BONDS, INSURANCE AND MUTUAL INDEMNITY

8.1 Payment and Performance Bonds

8.1.1. The CM shall furnish performance and payment bonds in accordance with the General Conditions.

8.2 Insurance

8.2.1. The CM shall procure and maintain insurance of the types and coverages required by the General Conditions and in the amounts specified by the Supplementary Conditions.

8.2.2. Deductibles and Self-Insured Retentions

8.2.2.1 Any deductible or self-insured retention must be declared to and approved by the Owner. If the deductibles or self-insured retentions are unsatisfactory to Owner, they shall be reduced or eliminated as respect to Owner or CM shall procure a bond guaranteeing payment of all losses and expenses to which the deductible is applicable. If a bond is procured, the penal sum shall be equal to a minimum of twice the amount of the total of the unacceptable deductibles. The bond term shall run with the Agreement plus two years following the completion of services under this Agreement.

8.2.3. Subcontractors' Insurance Requirements

8.2.3.1 The CM shall include all its Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. Coverage for Subcontractors shall be subject to all of the requirements stated herein.

8.2.4. Governmental Immunity

8.2.4.1. The Owner does not waive sovereign immunity by entering into this Agreement, and specifically retains immunity and all defenses available to it pursuant to Colorado law and any other applicable law.

ARTICLE 9 TERMINATION AND SUSPENSION

[Intentionally omitted.]

ARTICLE 10 DISPUTE RESOLUTION

[Intentionally omitted.]

ARTICLE 11 ADDITIONAL PROVISIONS

11.1 Confidentiality

11.1.1 The CM shall keep all information designated and marked by the Owner as "Confidential" and concerning the Project confidential, except for communications incident to completion of the Project between the CM, Engineer, and Subcontractors, and their independent professional engineers, architects and other consultants and subcontractors, and except for publicity approved by the Owner and communications in connection with filings with governmental bodies having jurisdiction over the design or construction of the Project.

11.1.2. To the extent permitted by law, including but not limited to the Colorado Open Records Act, C.R.S. § 24-72-200.1 *et seq.*, the Owner shall maintain as confidential all trade secrets, privileged information, and confidential commercial, financial, geological, or geophysical data provided by the CM.

11.2 [Intentionally omitted.]

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11.3 Governing Law and Venue

11.3.1 Unless otherwise provided, this Agreement shall be governed by Colorado law. Venue for any legal action shall be in the County of Weld, State of Colorado.

11.4 Extent of Contract

11.4.1 The Contract represents the entire and integrated agreement between the Owner and the CM and supersedes all prior negotiations, representations or agreements, either written or oral. The Contract may be modified or amended only by written instrument signed by both the Owner and the CM. Nothing contained in the Contract is intended to benefit any third party. The Subcontractors and Engineer are not intended third party beneficiaries of this Agreement.

11.5 [Intentionally omitted.]

11.6 Meaning of Terms

11.6.1 References made in the singular shall include the plural and the masculine shall include the feminine or neuter.

11.6.2 The meaning of terms used herein shall be consistent with the definitions contained in the General Conditions.

11.7 Notices

11.7.1 Whenever any provision of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person or sent by registered or certified mail, postage prepaid, addressed as follows:

To the Owner:

Matt LeCerf, Town Manager
Town of Johnstown
450 S. Parish Ave. PO Box 609
Johnstown, Colorado 80534
Email: MLeCerf@JohnstownCO.gov

To the CM:

Jon Tucker, General Manager RMR
Moltz Construction, Inc
975 Merchant Court
Windsor, Colorado 80550
Email: Jon@moltzconstruction.com

Notwithstanding the foregoing, notice may be delivered by electronic mail to the persons designated above on the condition that the intended recipient of the electronic mail acknowledges receipt thereof.

11.8 TABOR

11.8.1 The parties understand and acknowledge that Owner is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement.

11.9 Assumption of Risk.

11.9.1 Owner shall notify CM of any state or federal determination of noncompliance related to the Project.

11.10 Contract Documents

11.10.1 Contents

A. The Contract Documents consist of the following:

1. This Agreement.
2. General Conditions, EJCDC Doc. No. C-700.
3. Supplementary Conditions, EJCDC Doc. No. C-800
4. Exhibit A - Contractors Guaranteed Maximum Price (GMP) dated March 8, 2023, and all supporting documents including the Drawings and Specification issued by Engineer.
5. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Performance bond.
 - b. Payment bond.
 - c. Insurance Certificates/ Proof of Insurance
 - d. Notice to Proceed.
 - e. Work Change Directives.
 - f. Change Order(s).
 - g. Field Orders.
 - h. Warranties. Prior to Substantial Completion, CM will assemble and provide Owner with warranties reflecting the beginning and end dates of manufacturers' or other warranties for any equipment, parts or other separately-warranted elements of the Project. CM's failure to include a warranted item on this Schedule shall not nullify or otherwise alter the applicability or duration of independent warranties.

The documents listed in Paragraph 11.10.1.A are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Paragraph 11.10.

The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

11.11 Owner Authority to Approve and Execute Change Orders

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11.11.1. The Owner authorizes the Town Manager or the Town Manager's authorized designee to approve and execute any documents contemplated by the Contract Documents. Any amendment increasing the Guaranteed Maximum Price shall require the approval of the Town Council and must be executed by the Mayor and attested by the Town Clerk.

ARTICLE 12
SPECIAL GUARANTEED MAXIMUM PRICE PROVISIONS

12.1 Guaranteed Maximum Price

12.1.1 The Guaranteed Maximum Price (GMP) for the Project is Fifty-Two Million Eight Hundred-Four Thousand and Eight Hundred Seventeen Dollars (\$52,804,817.00). The basis of the GMP, including its methodology and any reservations or qualifications thereof, are attached hereto as a part of **Exhibit A** and incorporated into this Agreement by reference.

12.1.2 In the event that the cost of the Project exceeds the Guaranteed Maximum Price and any adjustments that may be approved pursuant to the Contract, the CM shall continue to perform at no additional cost to the Owner until the Project is complete. The CM shall be responsible for paying all costs that may be necessary to complete the Project, even if such amounts are in aggregate in excess of the Guaranteed Maximum Price.

12.2 The Contingency

12.2.1 The Contingency included as a part of the final GMP at seven percent (7%) will be a budgeted Project cost that is held by the Owner. The Contingency is intended to be used to fund changes in the Work that were not foreseen, and could not have reasonably been foreseen with due diligence, by the CM at the time the GMP was calculated. Therefore, the Contingency may be used to fund approved Change Orders necessitated by: defects or incomplete information in the Drawings and Specifications used to arrive at the GMP, unanticipated costs that arise during the Project and unanticipated material price escalation.

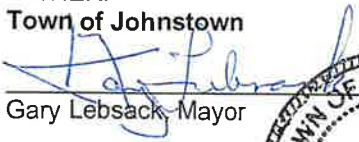
12.2.1.1 When the Engineer reviews any Change Order request, the Engineer shall also render a determination whether any requested increase in amounts due may be funded by the Contingency. Upon the Engineer's request, the CM shall provide any additional documentation concerning the increase in price or other justification for the use of the Contingency. Approval of any use of the Contingency shall require the approval of both Engineer and Owner. The Owner hereby authorizes the Town Manager to approve use of the Contingency that does not exceed the GMP.

12.2.2 Disposition of Contingency at Completion of Project and Final Payment. At the time of final completion of the Project and final payment as provided in the Contract, one hundred percent (100%) of the remaining Contingency shall be retained by the Owner.

This Agreement is executed the day and year first written above.

OWNER:

Town of Johnstown



Gary Lebsack, Mayor

ATTEST:



Hannah Hill, Town Clerk



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Moltz Construction, Inc

Brent Jon Tucker
Printed Name: Jon Tucker (Brent Jon Tucker)
Title: Northern Division Manager

STATE OF COLORADO)
)ss
COUNTY OF Weld)

SUBSCRIBED AND SWORN to before me this 3rd day of April, 2023, by
Jon Tucker as the NDM of Moltz Construction, Inc

WITNESS my hand and official seal.

My commission expires: 10-27-2025



Trishia Lukton
Notary Public Trishia Lukton

Exhibits:

Exhibit A

The Guaranteed Maximum Price and supporting documents, including the Drawings and Specifications

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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

Town Council Agenda Communication

Agenda Date: January 21, 2026

Subject: Resolution 2026-7: Authoring the Town Manager or the Deputy Town Manager to Cast a Ballot on Behalf of the Town of Johnstown in the April 7, 2026 Election Concerning the Establishment of the Johnstown Downtown Development Authority.

Attachments: 1. Resolution 2026-7

Presented by: Sarah Crosthwaite, Economic Development Director

Agenda Item Description:

Enclosed for your review and consideration is Resolution 2026-7: Authorizing the Town Manager or the Deputy Town Manager to cast a ballot on behalf of the Town of Johnstown in the April 7, 2026, election concerning establishment of the Johnstown Downtown Development Authority.

For reference, the Town presented Ordinance 2026-286 which established two ballot questions for the upcoming April 2026 Town of Johnstown Election. The two ballot measures pertain to the potential formation of the Johnstown Downtown Development Authority (DDA).

Resolution 2026-7 provides the Town with an opportunity to cast a vote for Town properties within the proposed DDA boundary. The following Town owned properties have been identified within the DDA:

Parcel Number	Address
105904309001	100 S 2 nd Street, Johnstown, CO 80534
105905430003	101 Charlotte Street, Johnstown, CO 80534
105905430001	NA (downtown plaza area)

It is important to note that although the Town owns three parcels within the boundary, all are held under the same ownership name; therefore, the Town will receive only one ballot and may cast a single vote. To do so, the Town will complete the Designation of Elector Form.

Town Staff supports approval of the resolution designating the Town Manager or Deputy Town Manager to vote on behalf of Town-owned properties within the proposed DDA, as it ensures clear, consistent, and accountable representation of municipal assets based on Town Council direction.

Strategic Plan Alignment:

Healthy & Resilient Economy

- Invest in the development of a vibrant and interconnected downtown

Legal Advice:

The resolution was drafted by the Town Attorney.

Financial Advice:

NA

Recommended Action:

Staff recommends approving Resolution 2026-7.

Suggested Motions:

For Approval: I move to approve Resolution 2026-7: Authoring the Town Manager or the Deputy Town Manager to Case a Ballot on Behalf of the Town of Johnstown in the April 7, 2026 Election Concerning the Establishment of the Johnstown Downtown Development Authority.

For Denial: I move to deny Resolution 2026-7.

Reviewed and Approved for Presentation



Town Manager

**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2026-7**

**RESOLUTION AUTHORIZING THE TOWN MANAGER OR THE
DEPUTY TOWN MANAGER TO CAST A BALLOT ON BEHALF OF
THE TOWN OF JOHNSTOWN IN THE APRIL 7, 2026, ELECTION
CONCERNING ESTABLISHMENT OF THE JOHNSTOWN
DOWNTOWN DEVELOPMENT AUTHORITY**

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

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

WHEREAS, by Ordinance No. 2026-286, the Town Council submitted the question of the establishment of the Johnstown Downtown Development Authority (“Authority”) to a vote of the qualified electors of the area within which the Authority is to exercise its powers in an election to be conducted on April 7, 2026; and

WHEREAS, Section 31-25-802(9), C.R.S., provides that the “qualified elector” of a property owner within a downtown development authority who is not a natural person may vote during an election if the property owner, by official action, designates a representative to cast a ballot on its behalf; and

WHEREAS, the Town is the owner of real property within the proposed boundaries of the Authority; and

WHEREAS, the Town desires to cast a ballot in the election on April 7, 2026, and desires to designate the Town Manager or the Deputy Town Manager to cast such ballot; and

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

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

Section 1. Incorporating and affirming the recitals set forth above, the Town Council hereby designates the Town Manager or the Deputy Town Manager to cast a ballot on behalf of the Town of Johnstown in the election concerning the establishment of the Johnstown Downtown Development Authority on April 7, 2026.

Section 2. This Resolution shall be in full force and effect on and after the date of its passage and adoption.

PASSED, SIGNED, APPROVED, AND ADOPTED this 21 day of January 2026.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Meghan C. Martinez, Town Clerk

By: _____
Michael P. Duncan, Mayor



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

Town Council Agenda Communication

Agenda Date: January 21, 2026

Subject: Resolution 2026-8: A Resolution Referring to the Registered Electors of the Town Of Johnstown a Ballot Issue Concerning an Increase in the Town's Sales and Use Tax Rate by One Quarter of One Percent (0.25%) to Fund the Acquisition, Development, Maintenance, and Improvement of Parks, Trails and Open Spaces at the April 7, 2026, Regular Municipal Election

Attachments: 1. Resolution 2026-8

Presented by: Matt LeCerf, Town Manager

Agenda Item Description:

Enclosed for your review and consideration is Resolution 2026-8. The resolution presented will authorize the referral of a ballot issue to the registered voters of the Town of Johnstown concerning the creation of a 0.25% sales and use tax for the purposes of Parks, Trails, and Open Space. As part of the request for this purpose, the permitted uses would be for acquisition, development (construction), maintenance, and improvements to these facilities and amenities.

Town Council voted on August 18, 2025 directing Staff bring forward a resolution to ask the voters to consider this sales and use tax at the next regular election. As part of this discussion, Council was presented with several sales tax rates for this purpose and what the projected revenue generation would be in the first year. A recap of this table is shown below. Town Council ultimately landed on a 0.25% request to the voters. While advisory in nature, Staff believes that a 0.5% increase would be more suitable given the request and the long-term needs of the community. Specifically, the long-term needs of the community include approximately \$38,000,000 in park improvements over the next 5 years. This includes improvements to Letford Park, Centennial Park and a host of various playground replacement needs at our current park facilities. Ultimately, the discretion resides with the Town Council on what rate to set the request on the ballot to the registered voters, Staff is simply providing information for Council to consider.

Sales and Use Tax Amount	Amount Spent to Generate 1 cent	Estimated FY 2026 Revenue
0.25%	\$4.00	\$1,558,333
0.5%	\$2.00	\$3,116,666
1%	\$1.00	\$6,233,333

You will note that the resolution suggests the total revenue at \$2,500,000. This is because the

revenue collected associated with this sales and use tax will be based on revenues collected in FY 2027; the first full year that the sales and use tax is in place. We are consequently, projecting what the revenue generated will be in the future without a clear understanding of what new businesses may or may not materialize over the next two calendar years, impacting potential revenues. If the \$2,500,000 revenue amount is exceeded, TABOR impacts may require providing this excess back to the community rather than putting it to beneficial use in the form of park improvements. The revenues provided in the table are based on the approved FY 2026 budget and what we anticipate to be generated for sales and use tax at the amount depicted.

It is important to highlight that, in the Community Survey conducted at the end of 2025, residents were asked to identify how important it is for the Town to seek funding for various parks and recreation projects over the next five years. Results show a clear emphasis on parks and trails, with 67% of respondents rating the building of new parks and the addition of new trails as essential or very important, and 63% prioritizing the preservation of open space.

Strategic Plan Alignment:

Organizational Excellence & Public Trust

- Strengthen public trust and confidence
- Engage, inform and involve the community

Safe & Welcoming Community

- Partner in creating more community based, community service and action opportunities

Natural & Built Environment

- Invest in, enhance, and conserve our parks, open spaces, agricultural areas and natural environment
- Expect and encourage community-centered design

Quality Infrastructure & Facilities

- Ensure future viability of infrastructure and facilities
- Repair and maintain existing infrastructure, facilities and equipment

Legal Advice:

The Town Attorney drafted Resolution 2026-8 as presented.

Financial Advice:

Estimated revenue generation based on approval of the sales and use tax are provided in the table for FY 2026.

Recommended Action:

Staff recommends approval of the Resolution 2026-8, but would encourage Town Council to

consider increasing the Sales and Use Tax for Parks & Open Space to 0.5% as part of the request to the registered voters of the community to consider.

Suggested Motions:

For Approval: I move to approve Resolution 2026-8 as presented.

For Denial: I move to deny Resolution 2026-8 as presented.

Reviewed and Approved for Presentation

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

Town Manager

TOWN OF JOHNSTOWN, COLORADO

RESOLUTION NO. 2026-8

RESOLUTION REFERRING TO THE REGISTERED ELECTORS OF THE TOWN OF JOHNSTOWN A BALLOT ISSUE CONCERNING AN INCREASE IN THE TOWN'S SALES AND USE TAX RATE BY ONE QUARTER OF ONE PERCENT (0.25%) TO FUND THE ACQUISITION, DEVELOPMENT, MAINTENANCE AND IMPROVEMENT OF PARKS, TRAILS AND OPEN SPACES AT THE APRIL 7, 2026, REGULAR MUNICIPAL ELECTION

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

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

WHEREAS, the Town is proud of its extensive network of parks, trails and open spaces and, in that spirit, is developing two new parks, Letford Park and Centennial Park; and

WHEREAS, the Town is also considering the construction of an outdoor pool; and

WHEREAS, the Town's existing parks, trails and open spaces are beneficial amenities in the Town and well-used by the citizens of the Town; and

WHEREAS, besides the ongoing operation and maintenance costs, the Town anticipates capital improvement expenditures in the next five years totaling approximately Thirty-Eight Million Dollars (\$38,000,000.00) for the acquisition, development, maintenance and improvement of the existing and new parks, trails and open spaces; and

WHEREAS, to provide additional funding to the Town for the parks, trails and open spaces, including the anticipated capital improvement projects, the Town Council desires to submit a ballot issue to the registered electors of the Town of Johnstown concerning an increase in the Town's sales and use tax by one quarter of one percent (0.25%), one cent on every four dollars expended, to fund the acquisition, development, maintenance of parks, trails and open spaces and related purposes associated therewith; and

WHEREAS, Article X, Section 20 of the Colorado Constitution ("TABOR") requires voter approval for any new tax, the creation of any debt and spending certain moneys above limits established by TABOR; and

WHEREAS, TABOR requires the Town to submit ballot issues to the Town's electors on limited election days before action can be taken on such ballot issues; and

WHEREAS, the Town's regular election on April 7, 2026, is one of the election dates on which ballot issues may be submitted to the eligible electors of the Town pursuant to TABOR; and

WHEREAS, the Town Council hereby finds and determines that it is in the public interest to submit to the registered electors of the Town, at the regular municipal election to be held on April 7, 2026, the issue of increasing the Town's sales and use tax rate by one quarter of one percent (0.25%) to fund the acquisition, development, maintenance and improvement of Town parks, trails and open spaces.

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

1. The foregoing recitals are affirmed and incorporated herein. All actions heretofore taken by the Town, its employees and officers, with respect to the subject matter hereof that are not inconsistent with the provisions of this Resolution are hereby ratified, approved and confirmed.

2. Pursuant to the Home Rule Charter and Ordinances of the Town of Johnstown and applicable provisions of Colorado law, the Town Council hereby refers to the registered electors of the Town at the regular municipal election to be held on Tuesday, April 7, 2026, the following ballot issue, in substantially the same form, to appear on the mail ballot:

PARKS AND OPEN SPACE

Ballot Issue 2A__

Parks, Trails and Open Space Funding

SHALL TOWN OF JOHNSTOWN TAXES BE INCREASED BY \$2.5 MILLION IN THE FIRST FULL FISCAL YEAR (2027), AND BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY IN EACH SUBSEQUENT YEAR, BY INCREASING THE TOWN'S SALES AND USE TAX RATE BY 0.25% (EQUIVALENT TO 1 CENT ON A \$4.00 PURCHASE) TO BE COLLECTED, RETAINED AND EXPENDED FOR, AMONG ANY OTHER SIMILAR PURPOSES:

- ENSURING ACQUISITION AND PRESERVATION OF OPEN SPACE LAND WILL REMAIN UNDEVELOPED AND LESSEN THE IMPACT OF RESIDENTIAL HOUSING GROWTH, THEREBY REDUCING COMMUNITY IMPACTS SUCH AS TRAFFIC, THE COST MAINTAINING ROADS SEWER, STORMWATER, AND ACQUIRING AND TREATING WATER;
- THE ACQUISITION, IMPROVEMENT, AND MAINTENANCE OF LAND FOR PARKS AND TRAILS IN THE COMMUNITY THAT PROVIDE RECREATIONAL, OUTDOOR ACTIVITIES, AND EDUCATIONAL OPPORTUNITIES FOR THE COMMUNITY;
- THE DEVELOPMENT, IMPROVEMENT AND MAINTENANCE OF NEW AND EXISTING PARKS, INCLUDING BUT NOT LIMITED TO LETFORD PARK AND CENTENNIAL PARK, CONCEPTUALLY DESIGNED THROUGH COMMUNITY INPUT AND FEEDBACK;
- THE PURCHASE AND INSTALLATION OF NEW PLAYGROUND EQUIPMENT THAT REPLACES EXISTING PLAYGROUND FACILITIES AND PROVIDES FOR THE INSTALLATION OF NEW PLAYGROUND EQUIPMENT AND IMPROVEMENTS AT FUTURE TOWN PARKS; AND

- THE PROTECTION OF WATERWAYS, RIVERS, AND STREAMS TO ENSURE THE TOWN'S RELATIONSHIP WITH WATER IS GROUNDED IN RESPONSIBLE ENVIRONMENTAL STEWARDSHIP; AND
- THE INSTALLATION AND MAINTENANCE OF PUBLIC LANDSCAPING;

AND SHALL ALL REVENUES GENERATED FROM THE INCREASED TAX AUTHORIZED HEREIN AND FROM ANY EARNINGS FROM THE INVESTMENT OF SUCH REVENUES CONSTITUTE A VOTER-APPROVED REVENUE CHANGE AND AN EXCEPTION TO THE REVENUE AND SPENDING LIMITS OF ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?

_____ YES

_____ NO

3. Pursuant to Home Rule Charter § 6.4, the Town Clerk is hereby authorized to be in charge of all activities and duties related to the April 7, 2026, municipal election. In addition, the officers and employees of the Town are hereby authorized and directed to take all necessary and appropriate action to effectuate the provisions of this Resolution.

4. Upon approval of the ballot issue by the majority of the registered electors voting thereon, Town Council shall enact an implementing ordinance consistent with the terms and conditions contained therein.

5. If any portion of this Resolution is held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such portion shall not affect any of the remaining portions of this Resolution.

6. This Resolution shall be in full force and effect upon its passage and adoption.

PASSED, SIGNED, APPROVED, AND ADOPTED this ____ day of January, 2026.

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
Meghan Martinez, Town Clerk

By: _____
Michael P. Duncan, Mayor



Town of Johnstown

December 2025 Building Permit Statistics

Single Family Residential

Current Month: 78 Issued ytd: 528

Commercial

*New Building Issued ytd 18

Duplex	3-plex	4-plex	5-plex	6-plex	7-plex	Apartment Bldgs
28	1	3	1	2	0	11

Other Residential

(basements/alterations/additions)

Issued ytd 988

Other Commercial

* (tenant finish/alterations/additions)

Issued ytd 103

Fees collected at permit issuance	Residential YTD	Commercial YTD
Construction Valuation	\$196,857,196.60	\$65,939,066.94
Building permit fees	\$1,714,859.21	\$605,064.12
F&F or F&F Credit	\$0.00	\$0.00
Paving	\$0.00	\$0.00
Water Upgrade	\$0.00	\$0.00
Water & Sewer Reimbursement	\$0.00	\$0.00
Raw Water Development Fee	\$3,164,373.00	\$595,689.00
Water Meter	\$255,119.00	\$21,335.32
Water Tap	\$3,674,559.00	\$694,077.00
Sewer Tap	\$4,684,439.00	\$1,986,253.00
Regional Sewer Development fees	\$2,252,500.00	\$1,288,500.00
Sewer Inspection Fee	\$51,300.00	\$6,000.00
Park	\$251,500.00	\$211,500.00
Use Tax	\$3,213,570.97	\$861,419.77
Larimer Use Tax	\$354,828.49	\$112,820.97
Open Space Impact Fee	\$706,981.00	\$518,700.00
Library Impact Fee	\$679,773.00	\$498,960.00
Public Facilities Impact Fee	\$940,797.00	\$702,021.90
Police Facilities Impact Fee	\$428,257.00	\$325,191.53
Transportation Facilities Impact Fee	\$1,644,401.00	\$1,285,720.18
402 Interchange Fee	\$105,842.00	\$73,752.00
High Plains Blvd Reimbursement Fee	\$0.00	\$0.00
West Water Fee	\$322,040.00	\$2,308.60
Reinspection Fee	\$17,250.00	\$350.00
TOTAL FEES (YTD)	\$ 24,462,389.67	\$9,789,663.39

The Community That Cares

www.TownofJohnstown.com

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

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

Single family, duplex, 3-plex, 4-plex, 5-plex, 6-plex, 7-plex*						
Year	Issued	Month avg		Year	Issued	Month avg
1961 - 90	165	0.0		2016	132	11.00
1991	2	0.17		2017	140	11.67
1992	5	0.42		2018	126	10.50
1993	7	0.75		2019	87	7.25
1994	47	3.92		2020	108	9.75
1995	106	8.83		2021	184	15.33
1996	145	12.00		2022	446	37.16
1997	143	11.92		2023*	411	41.10
1998	175	14.58		2024	526	43.84
1999	145	12.08		2025	528	44
2000	134	11.92				
2001	152	12.67		TOTAL	7,122	
2002	262	21.92				
2003	284	24.17				
2004	331	27.67				
2005	375	31.33				
2006	180	15.75				
2007	160	13.34				
2008	97	8.00				
2009	89	7.42				
2010	124	10.33				
2011	184	15.34				
2012	310	25.84				
2013	378	31.50				
2014	272	22.67				
2015	162	13.50				

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

The Community That Cares

www.TownofJohnstown.com

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



RESOURCE
central
CONSERVATION MADE EASY

2025 Annual Report

Town of Johnstown

About

Resource Central is an award-winning nonprofit in Boulder, Colorado, that helps municipalities and water districts achieve their water conservation goals. Working in collaboration with more than 70 water partners, our conservation programs have helped Coloradans save more than a billion gallons of water. Since 1976, our innovative programs have empowered over a million people to save water, conserve energy, and reduce waste.

2025 Water Partners

Thank you for your partnership!

Arapahoe County WWA

City of Arvada

City of Aspen

Aurora Water

Town of Avon

Bancroft-Clover WSD

Town of Basalt

Town of Berthoud

City of Boulder

City of Brighton

City & County of Broomfield

Castle Pines NMD

Castle Rock Water

Clifton Water District (DRIP)

CRVEDP

City of Commerce City

City of Cortez

Cottonwood WSD

Denver Water

City of Durango

Town of Eagle

Eagle County

East Cherry Creek Valley WSD

East Larimer County WD

Town of Eaton

City of Edgewater

City of Englewood

Town of Erie

City of Evans

Town of Firestone

Fort Collins-Loveland WD

City of Fort Collins Utilities

City of Fountain

Town of Frederick

City of Golden

City of Grand Junction (DRIP)

City of Greeley

Town of Gypsum

Highlands Ranch Water

Town of Hotchkiss

Jefferson County

Town of Johnstown

City of Lafayette

City of Lakewood

Left Hand WD

Little Thompson WD

City of Littleton

Town of Lochbuie

City of Longmont

City of Louisville

City of Loveland Utilities

Northern Water

City of Northglenn

Parker WSD

Pinery WWD

Pueblo Water

Pueblo West MD

Roxborough WSD

Town of Severance

Snowmass WSD

South Adams County WSD

South Metro WSA

Town of Superior

City of Thornton

Ute Water CD (DRIP)

Town of Vail

Town of Wellington

City of Westminster

City of Wheat Ridge

Willows WD

Town of Windsor

Yampa Valley
Sustainability Council



[Learn About Resource Central's
Water Conservation Programs](#)



16,962
residents reached

27,265,000
gallons of water saved or
about 41 Olympic-sized
swimming pools*

At-A-Glance

2025 All Programs Impact



Garden In A Box

- **64** participating water partners
- **8,816** community members
- **13,667** waterwise gardens distributed
- **10,735,000** gallons of water saved*



Lawn Replacement

- **31** participating water partners
- **729** community members
- **399,678** sq. ft. of lawn removed
- **4,700,000** gallons of water saved*



Slow the Flow

- **42** participating water partners
- **2,366** residential properties
- **75** non-residential properties
- **11,830,000** gallons of water saved*



Waterwise Yard Seminars

- **19** participating water partners
- **5,051** community members
- **30** waterwise webinars

*Estimated water savings in 2025.



Overview

Garden In A Box

Professionally designed, DIY, low-water garden kits offer a simple, beautiful approach to waterwise yards for gardeners of all levels.

“This program is a splendid service to the community. You provide a cost-effective way to build a beautiful, water-efficient landscape, and you make it so easy to order, pick up, and plant the gardens. Thank you!”

– Garden In A Box program participant

Program Impact

Cumulative Impact



The estimated cumulative lifetime savings of all gardens distributed since 2003 is **503.5 million gallons of water (about 763 Olympic-sized swimming pools).**



Through 2025, Garden In A Box has helped convert more than **6.9 million square feet (about 159 acres)** of landscape to low-water perennial gardens.



By replacing just 100 square feet of lawn with a Garden In A Box kit, homeowners can expect to **save at least 7,000 gallons of water over the garden's lifetime.**



Approximately **86,800 waterwise Garden In A Box kits** have been distributed to date.

2025 Town of Johnstown Impact

Xeric Garden In A Box kits distributed	33
Total Garden In A Box kits distributed	39
Total Garden In A Box kit discounts funded by a Colorado Water Plan Grant	10
Claimed discounts / contracted discounts	17/17
Unique participants	29
Estimated square feet of lawn converted to xeriscape	3,000
Estimated gallons of water saved (over the gardens' lifetime)	210,000

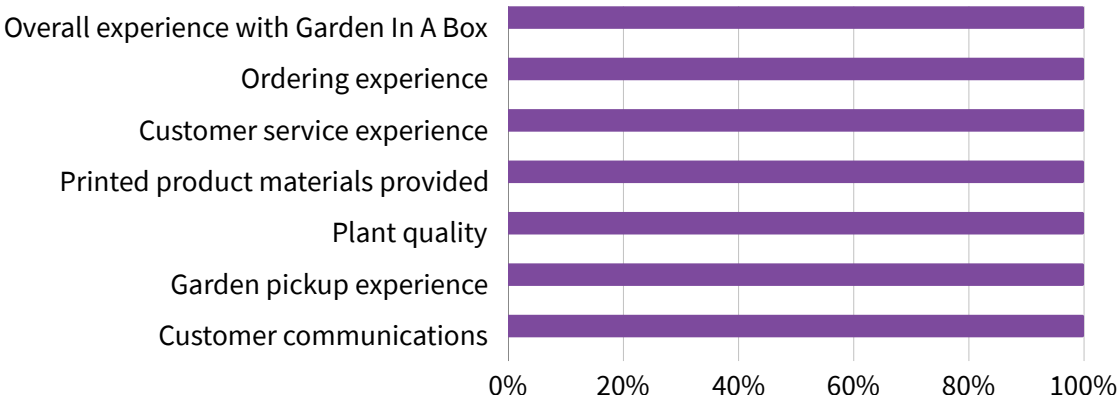


Participant Feedback

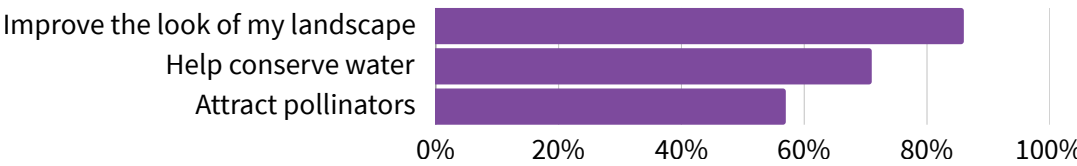
The Garden In A Box Participant Survey was sent to 29 program participants; 7 responded to the survey.

Overall Program Satisfaction

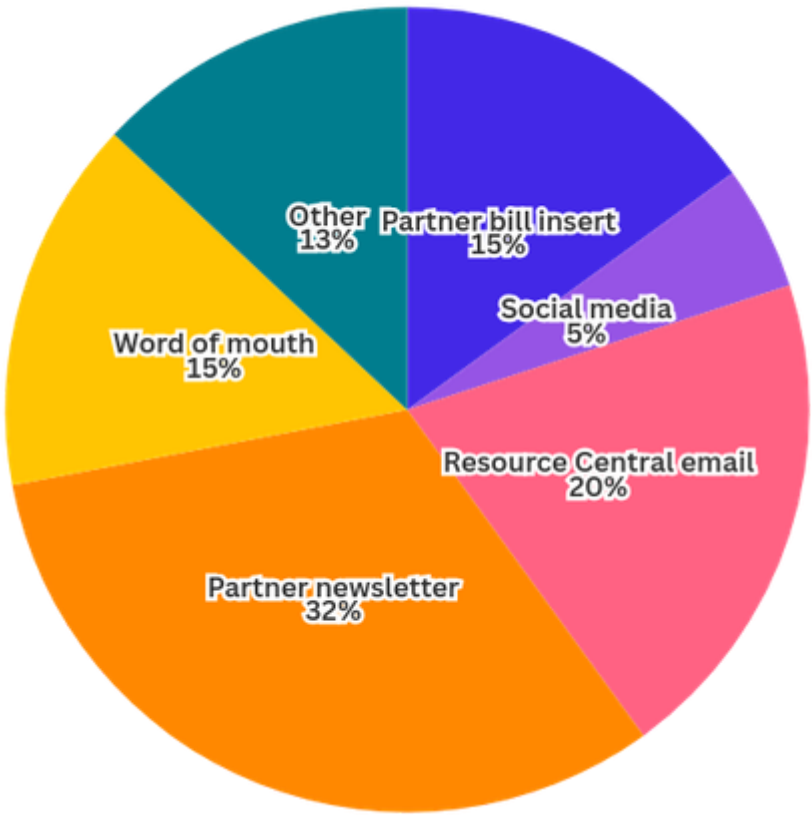
- Neutral - Very Satisfied
- Dissatisfied - Very Dissatisfied



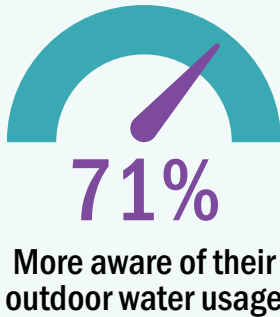
Top Reasons for Participation



Top Ways Participants Heard About the Program*



*Referral data are collected at time of purchase. The chart above reflects responses from all Town of Johnstown participants, regardless of the number of survey responses.



Participant Quotes & Projects

“The program works very well. I've received many compliments on last year's and this year's plantings. Can't wait for them to continue to grow!”

– Town of Johnstown resident

“Thank you! As someone who isn't a big gardener, this program made it so easy to have a beautiful garden that won't require a ton of water. The program is so smart, and it's encouraging to have a product that is almost guaranteed to do well in Colorado.”

– Town of Johnstown resident

Before



After





Overview

Lawn Replacement

Helping participants take the first step in their waterwise transformation through discounted lawn removal service or a DIY option with complimentary Garden In A Box kits.

“Honestly, I wish I had done this sooner. I’m completely satisfied with the process, from the application through completion, and have recommended the program to all of my friends.”

– Lawn Replacement program participant

Lawn Replacement

Program Impact

Cumulative Impact*

 The estimated cumulative water savings since 2016 amounts to **55.5 million gallons of water saved (about 84 Olympic-sized swimming pools).**

 Through 2025, the Lawn Replacement Program has helped residents convert **1,689,849 square feet of lawn to waterwise landscapes.**

 Since 2016, Resource Central has helped **3,247 residents replace** thirsty grass with beautiful, low-water landscapes.

 As of 2025, residents have planted **4,019 waterwise Garden In A Box kits** as part of converting their lawns.

2025 Town of Johnstown Impact

Total participants	4
Contract completion	49%
Total square feet of lawn removed (includes DIY projects)	1,580
Total square feet of Garden In A Box kits distributed	400
Average square feet of lawn removed per participant	395
Estimated gallons of water saved annually per participant	5,000
Estimated gallons of water saved annually by 2025 Lawn Replacement participants	20,000

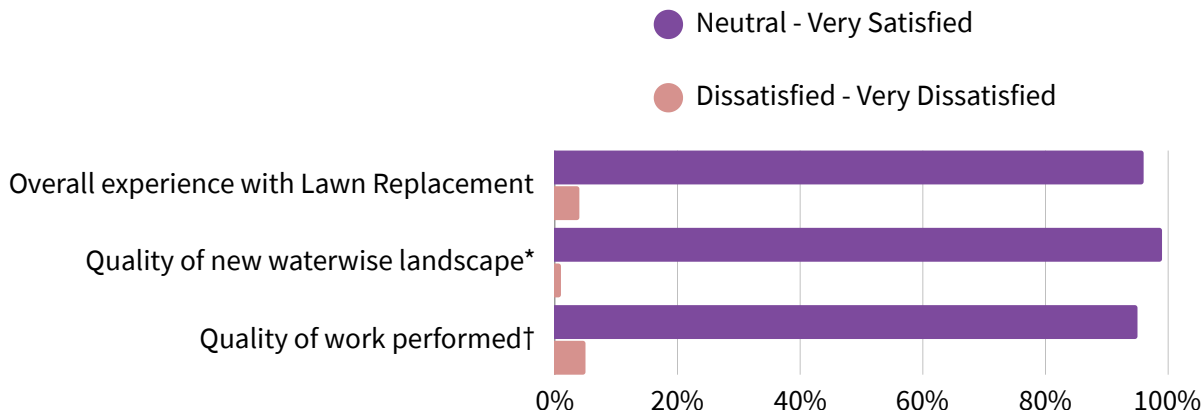


*Cumulative Impact includes Grass to Garden, Lawn Removal Service, and Lawn Replacement.

Participant Feedback

The Lawn Replacement Participant Survey was sent to 729 program participants; 299 responded to the survey. Due to a statistically insignificant response rate from your participants, we are using responses from all participants across our Colorado partnerships.

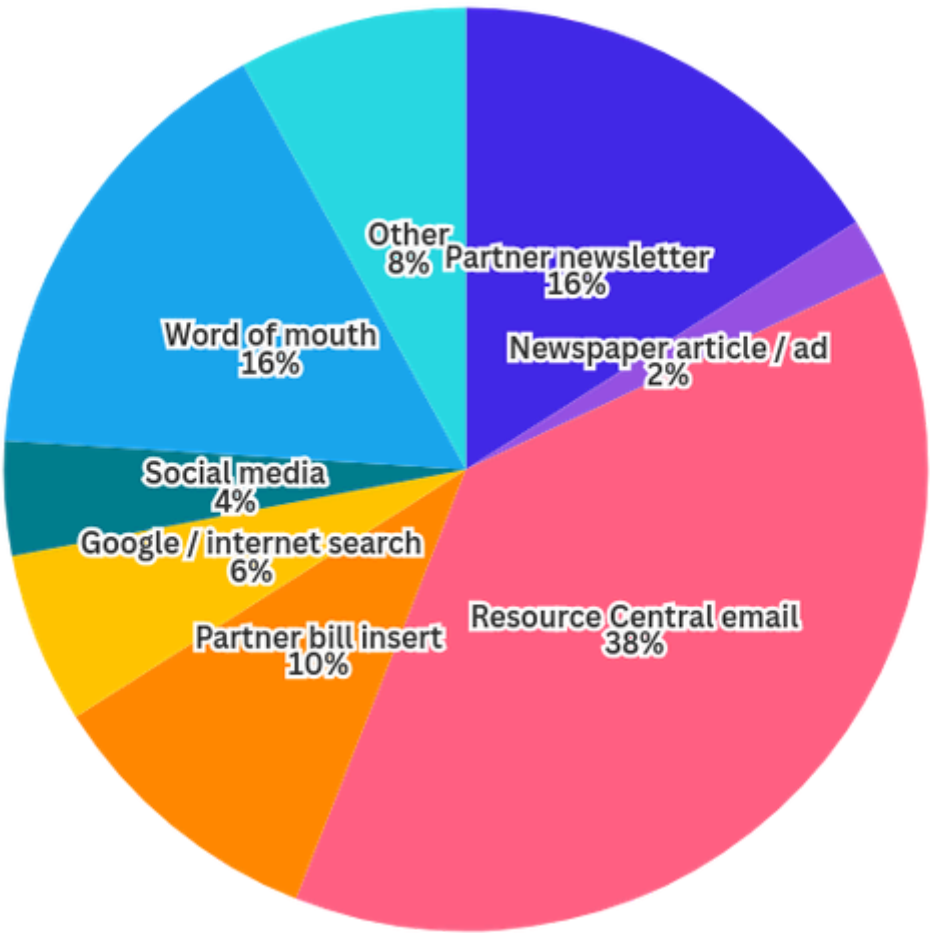
Overall Program Satisfaction



*Only includes responses from DIY option participants (complimentary Garden In A Box kits).
†Only includes responses from Lawn Removal Service option participants.



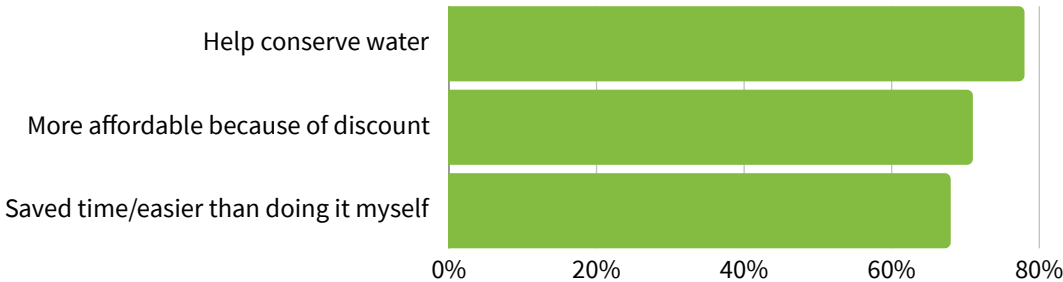
Top Ways Participants Heard About the Program



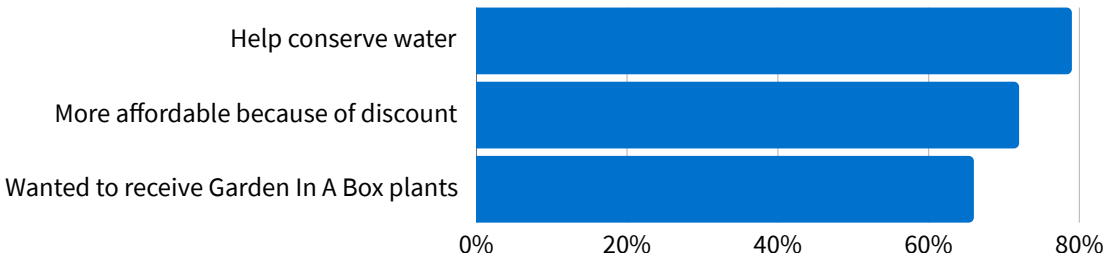
Participant Feedback



Top Reasons for Participation Lawn Removal Service Option



Top Reasons for Participation Do-It-Yourself Option



Lawn Replacement

Participant Quotes & Projects

“Really appreciate this program being discounted. Very grateful that you all started the dream of mine of NOT having grass. Already planted native grasses and bushes. So happy.”

– Lawn Replacement program participant

“It was a wonderful experience. I have told a bunch of people about it.”

– Lawn Replacement program participant

Before



After



The background of the slide is a photograph of a well-maintained green lawn in the foreground. In the background, there is a tall, brown wall, possibly a fence or a building. The lighting suggests it's daytime with some shadows.

Overview

Slow the Flow

Educates community members and property managers on simple irrigation improvements to manage long-term water needs more efficiently and effectively.

“This was an amazing service! The technician who performed our evaluation did a thorough walkthrough, made recommendations along the way, and helped us to adjust our sprinkler schedule. Overall, this was a great experience!”

– Slow the Flow program participant

Program Impact

Cumulative Impact



Water savings through 2025 total an estimated **218.7 million gallons (about 331 Olympic-sized swimming pools).**



As of 2025, Slow the Flow has evaluated **approximately 157 million square feet of residential landscape (about 3,271 football fields).**



Since 2004, Slow the Flow has helped roughly **39,000 residents reduce their outdoor water usage** through sprinkler system improvements.



Annually, Slow the Flow has identified an average of over **28,000 sprinkler system issues** such as broken heads, tilted heads, and overspray.

2025 Town of Johnstown Impact

Residential sprinkler evaluations completed	36
Non-residential property sprinkler evaluations completed	1
Contract completion	72%
Estimated gallons of water saved annually*	180,000

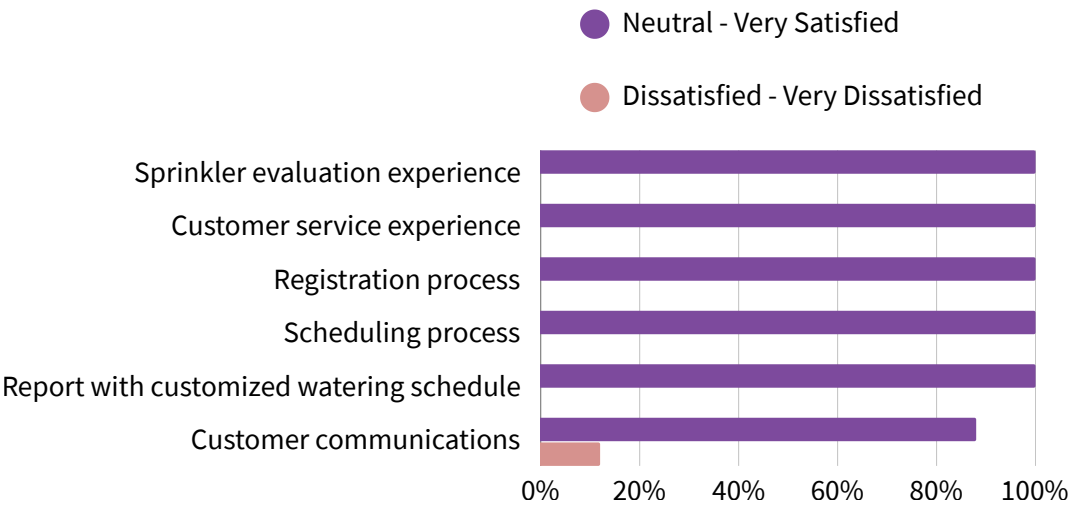
**Non-residential evaluations were not included in this estimate of water savings.*



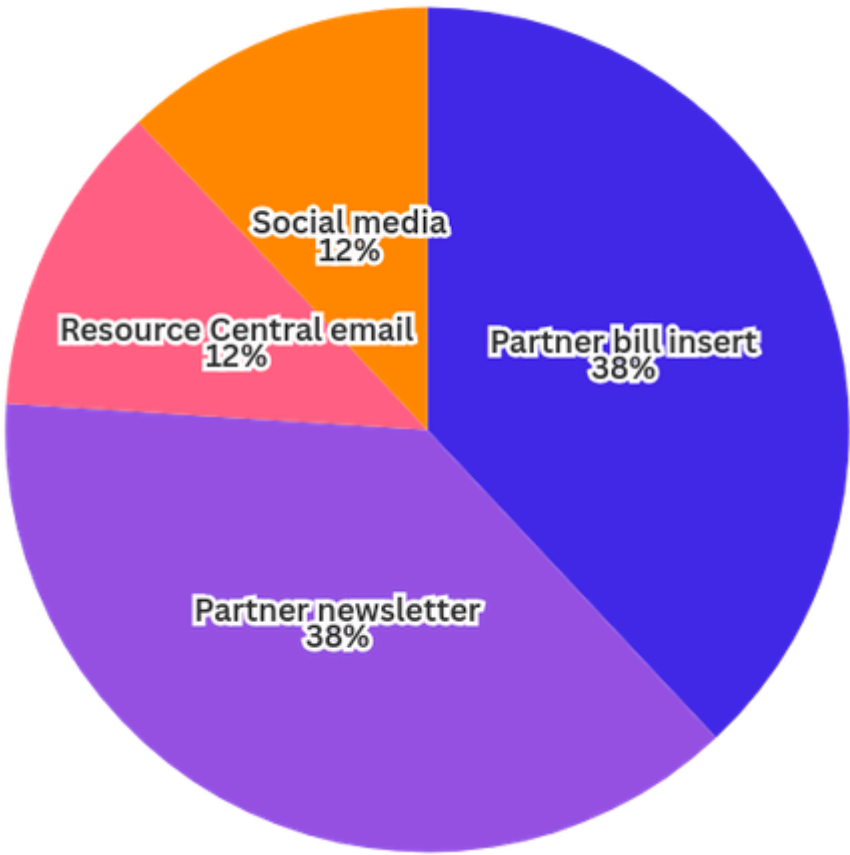
Participant Feedback

The Slow the Flow Participant Survey was sent to 35 program participants; 8 responded to the survey.

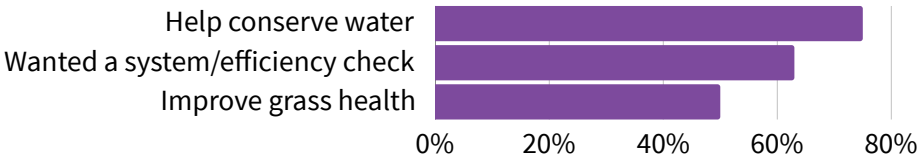
Overall Program Satisfaction



Top Ways Participants Heard About the Program



Top Reasons for Participation



75%
Important or very important
to provide free
sprinkler evaluations



75%
More aware of their
outdoor water usage

Program Statistics and Quotes

2025 Sprinkler Inefficiencies and Issues

	Percentage of Properties with an Inefficient Watering Schedule	Percentage of Properties with Sprinkler System Issues	Average Number of Sprinkler System Issues per Property
Residential Properties	100%	100%	22
Non-residential Properties	100%	100%	31

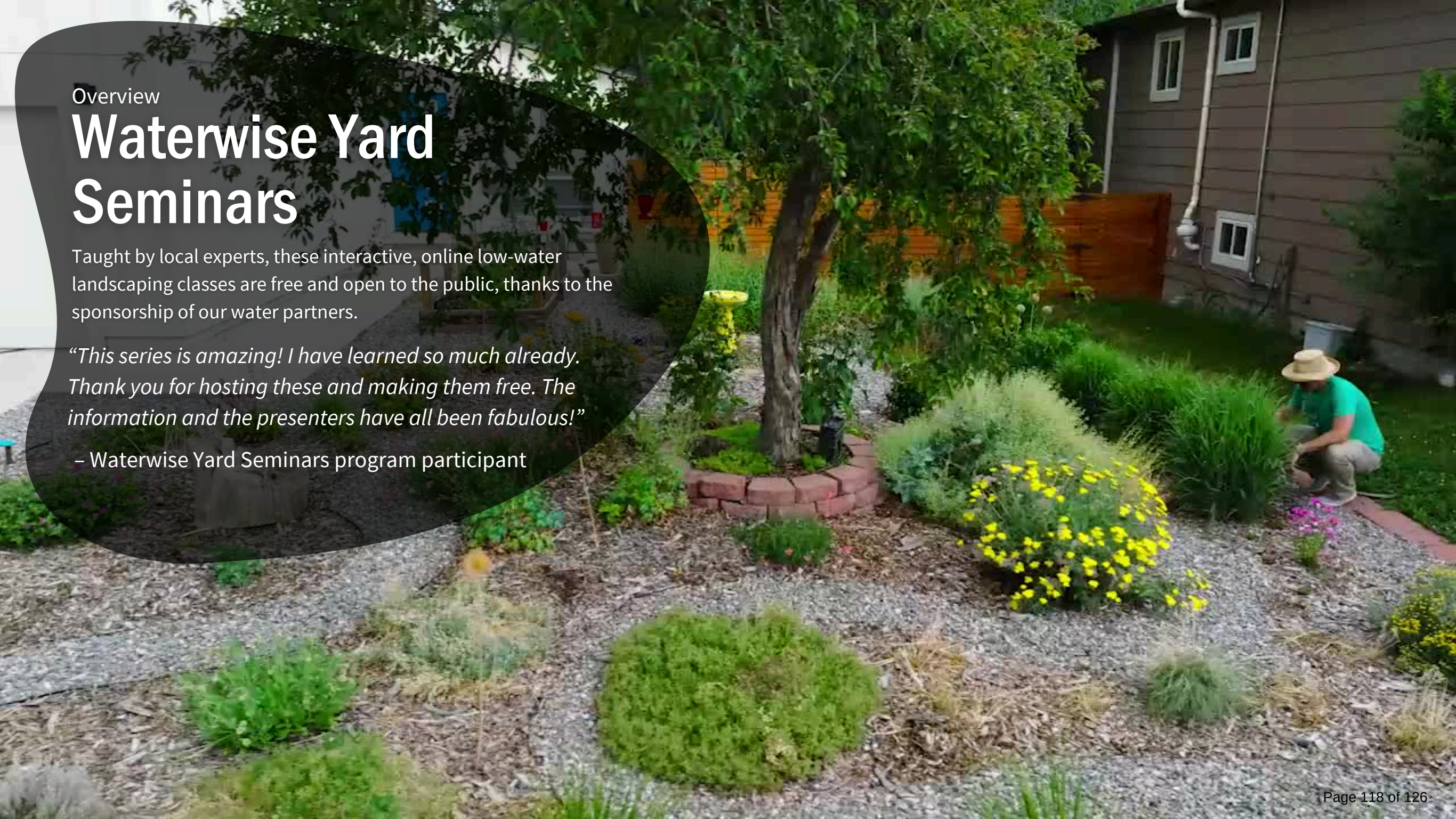
“I really appreciate the technician taking the time to answer all of my questions and show me how to manage the sprinkler system. She was thoughtful, helpful, and kind.”

– Town of Johnstown resident

“Information on how to reprogram our watering system was VERY helpful. Our system works much more efficiently now.”

– Slow the Flow program participant



A photograph of a garden scene. In the foreground, there's a gravel-covered area with several green, rounded shrubs. A person wearing a green shirt, khaki pants, and a straw hat is crouching on the right side, working with some plants. In the middle ground, there's a tree with a thick trunk, surrounded by a low brick border. To the right of the tree, there are more plants, including a large bush of yellow flowers. In the background, a brown house with white window frames is visible. The overall scene is a well-maintained garden with various types of plants and a person working in it.

Overview

Waterwise Yard Seminars

Taught by local experts, these interactive, online low-water landscaping classes are free and open to the public, thanks to the sponsorship of our water partners.

“This series is amazing! I have learned so much already. Thank you for hosting these and making them free. The information and the presenters have all been fabulous!”

– Waterwise Yard Seminars program participant

Program Impact

Cumulative Impact



Resource Central has worked with **23 water partners over the last 21 years.**



Through 2025, the seminars have reached more than **25,551 participants.**



Since 2004, Resource Central has hosted **402 seminars** throughout the Front Range and beyond.



See the 2025 Seminar Schedule for topics.

2025 Town of Johnstown Impact

Total waterwise webinars* sponsored	1
Total live attendees	228
Additional asynchronous views in 2025 (YouTube; as of October 20, 2025)	784
Total live Town of Johnstown attendees across all webinars	30

**All seminars were conducted virtually in 2025.*

“These presentations gave me a totally new perspective on how to create a sustainable, healthy environment for my plants and yard.”

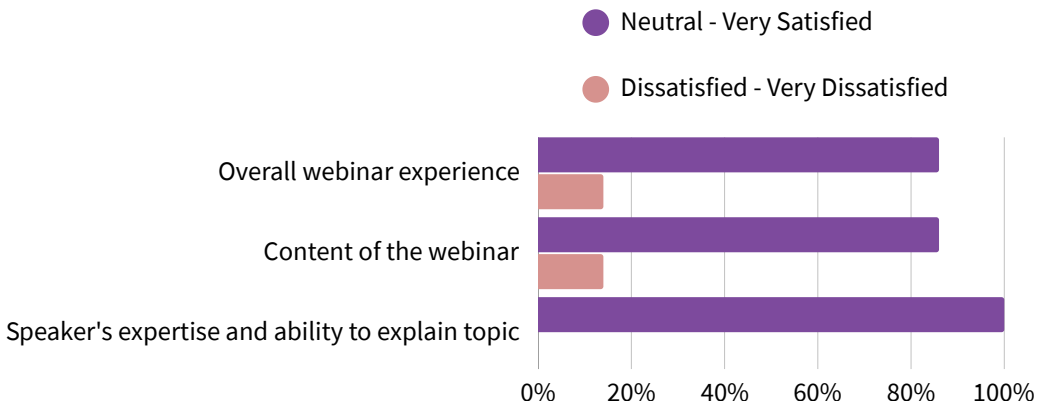
– Waterwise Yard Seminars program participant



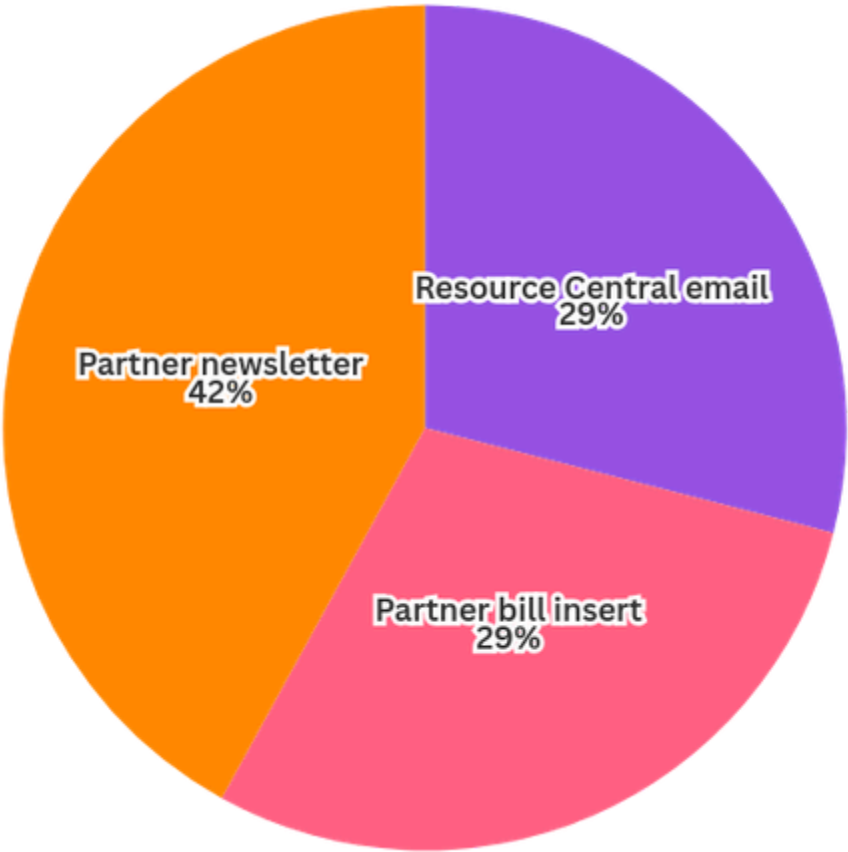
Participant Feedback

The Waterwise Yard Seminars Participant Survey was sent to 30 program participants; 7 responded to the survey.

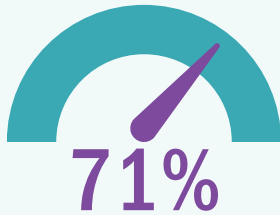
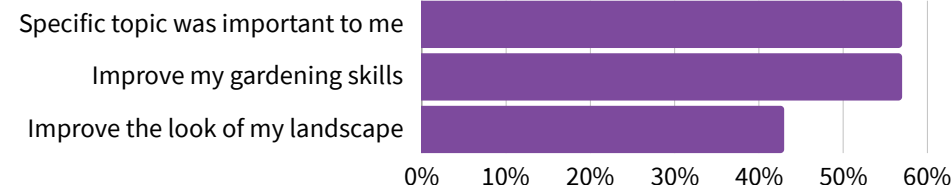
Overall Program Satisfaction



Top Ways Participants Heard About the Program



Top Reasons for Participation



Important or very important to provide low-water landscaping education in CO



Gained confidence on completing a low-water landscaping project

2025 Seminar Schedule

February - April Topics

	Sponsor
Intro to Xeriscape	Loveland Utilities
Trees and Waterwise Landscaping	Northern Water
Designing Rain Gardens: A Permaculture Perspective	SACWSD
Planting a Native Grass Lawn	Westminster
Getting to Know Your Sprinkler System	Broomfield
Getting to Know Colorado Native Plants	Golden
Spring Maintenance: Prepping Your Space for Waterwise Planting	Louisville
Fire-Resilient Landscaping: Design and Materials	Boulder
Introducing the DIY Landscape Transformation Guide	Westminster
Improving Your Sprinkler System	Northern Water
Creating Pollinator, Edible, and Nature-Connected Gardens and Landscapes	Westminster
Right Plant, Right Place... Right Practice!	Roxborough WSD
Earth Day for Pollinators	Little Thompson WD
Considering the Needs of Trees in Waterwise Landscapes	Superior
Preparing for Spring in the Garden: Master Gardener Q&A	Lakewood

May - August Topics

	Sponsor
Perennial Garden Irrigation	Thornton
Turf Transformation: Planning and Removal	Denver Water
Bees! & Other Pollinators Too	Berthoud
Vegetable Garden Care Through the Seasons	Longmont
Waterwise Gardening at Higher Elevations	Boulder
Favorite Rock Garden Plants	Brighton
Compost and Soil Health	Lochbuie
Insect Visitors in Your Garden: Friend or Foe?	Longmont
Sustainable High Altitude Gardening with Colorado Native Plants	Resource Central
Compost and Soil Health: A Deeper Dive	Denver Water
Turf Transformation: Converting the Space	Boulder
Perennials and Late Summer Planting and Care	Johnstown
Defensible Space: Using Firewise Landscaping	Loveland Utilities
Putting the Garden to Bed: Master Gardener Q&A	Northern Water
Pollinator-Minded Fall and Winter Garden Care	Broomfield



RESOURCE
central

CONSERVATION MADE EASY

*Thank you for your continued
support of water conservation!*



[Learn More About Resource Central's Water Conservation Programs](#)

Statement Of Activities Report								
YMCA Of Northern Colorado - Johnstown								
11/01/2025 - 11/30/2025								
Period 11 November 2025					Year to Date 2025			
Acco	Account Group Name	Actual	Budget	\$ Variance	% Variance	Actual	Budget	Annual Budget
Revenue								
	Contributions	930	5,125	(4,195)	(81.85%)	132,404	32,375	37,500
	Program Revenue	88,370	119,017	(30,647)	(25.75%)	1,099,963	1,219,409	1,315,987
	Membership Revenue	121,557	144,742	(23,185)	(16.02%)	1,381,637	1,512,260	1,657,002
	Rental Income	5,245	6,000	(755)	(12.58%)	65,839	66,000	72,000
	Merchandise/Food Sales	0	0	0	n/a	1,289	0	0
	Other Revenue	0	838	(838)	(100.00%)	60	9,213	10,050
Total Revenue		216,102	275,721	(59,619)	(21.62%)	2,681,193	2,839,257	3,092,539
Expenses								
	Salaries & Wages	133,688	125,244	8,548	6.83%	1,471,843	1,527,873	1,729,546
	Employee Benefits	10,636	8,407	2,229	26.51%	115,952	94,508	106,182
	Payroll Taxes	8,233	11,581	(3,337)	(28.82%)	135,818	149,251	167,778
	Program Supplies	6,701	5,323	1,378	25.89%	85,472	55,263	62,340
	Occupancy	54,621	58,837	(4,217)	(7.17%)	608,363	667,432	728,785
	Special Events Expense	0	0	0	0.00%	185	0	0
	Fundraising Expenses	0	0	0	0.00%	29	0	0
	Office Expenses	2,579	586	1,993	339.85%	19,159	6,838	7,210
	Technology Expenses	0	0	0	0.00%	3,859	0	0
	Transportation	0	188	(143)	(76.00%)	1,083	2,213	2,400
	Conferences & Training	0	138	(138)	(100.00%)	836	4,013	4,150
	Organizational Dues	0	1,785	(1,785)	(100.00%)	4,189	19,635	21,425
	Insurance	0	0	0	0.00%	19,433	29,988	29,988
	Miscellaneous Expense	0	45	(45)	(100.00%)	(610)	1,795	1,840
	Depreciation	(1,928)	1,132	(3,060)	(270.25%)	5,725	12,454	13,586
	Intra Y Allocation							
Total Expenses		214,531	213,266	1,424	0.67%	2,471,338	2,571,263	2,875,231
Change in Net Assets		1,571	62,455	(60,883)	(97.48%)	209,855	267,994	217,308
	Intra Y Allocation - Original	28,355	41,421	13,066	46.08%	390,069	394,460	432,081
	Intra Y Allocation at 15.3 %	32,823				378,115	393,403	
	Total Expenses with Allocation	247,354				2,849,453	2,964,667	
	Change in Net Assets with Allocation	(31,252)				(168,260)		

November 18, 2025

The regular meeting of the Glenn A. Jones, M.D. Memorial Library Board was called to order at 6:40 pm. Chad Young, Debi Sauer, Jenna Hall, Heather Farquhar, Sheryl Ballard and Director Kristi Plumb were in attendance.

The October minutes were approved. The October financial report was reviewed, and approved as follows:

October beginning balance	\$ 383,452.74	Petty Cash beginning balance	\$ 1,861.37
Inflow	176,816.42		-0-
Outflow	365,273.72		-0-
Ending balance	\$ 194,995.44		\$ 1,861.37

CO Trust: \$ 12,955,487.57

Director's Report: Artist-in-Residence: Rock and mineral enthusiast George Crawford displays his favorites.

Collections: 921.4 pounds to Milliken Food Pantry! 261 diapers through the United Way Diaper Drive.

JTown Building: Commercial Services is recommending the purchase of a new compressor.

Mill Haus/Library: Location will be vacated by December 17, the book drop and locker box will still be supported. Books may be disposed of through HPLD. Kristi has notified HPLD to remove address from site.

Business: Vote by email discussion continued, Chad will forward Town's policy to Kristi. Still waiting for the Memorandum of Understanding-Town of Johnstown to be reviewed. Outreach Policy discussion about what constitutes need for Board approval-length of program? ...discussion to be continued. 2026 salaries and 2025 bonuses were discussed.

Becker/Dee Property: Water in our name, Debi will contact Xcel Energy. Kristi will contact Carter's Junk Removal. Possibility of tapping in to impact fees to facilitate this project.

Milliken Public Library: Kristi and Brooke are looking at furniture. Kitchen refresh needed before opening-options? Soft opening April 2026 with Grand Opening scheduled for Saturday, May 2, 2026-guest list to include School Board, HPLD libraries, Milliken Town Council and staff, Milliken households, schools, TRPR, Milliken businesses. Swag?

Happenings: Crafterween was HUGELY successful, with the help of the RHS Interact Club! Precision Eye Care will sponsor the postage for Letters to Santa-collection of letters begins November 24. Milliken Festival of Lights Parade will be Friday, December 5, 6pm with meal to follow. Library Christmas party will be January 9, at Main Event, Windsor.

RHS Library Outreach pilot: RHS paid for Dylann's background check to allow her to train students for library services. Students will not have to have library card to check out books. Begins in January 2026 and will begin shutting down late April 2026.

Meeting was adjourned at 9:10 pm. Next meeting will be January 20, 2026 at 6:30 pm.

October statistics: Johnstown: door count—10639	circulation-- 9915
Milliken: door count—882	circulation—414

Respectfully submitted, Sheryl Ballard - Secretary

JONES MEMORIAL LIBRARY CASH FLOW REPORT - NOV2025			Y-T-D	2025 BUDGET		Notes
BEGINNING CHECKING BALANCE		\$ 194,995.44	\$ -	\$ 20,000.00	To Date	
INFLOWS	Donations/Grants	\$ 530.00	\$ 2,555.00	\$ 3,500.00		
	Interest	\$ 182.30	\$ 476,802.42	\$ 500,000.00		
	Misc Income	\$ 18.99	\$ 1,548.55	\$ 10,000.00		
	Investments	\$ -	\$ -	\$ 227,076.00		
	Town of Johnstown	\$ 168,593.68	\$ 1,917,195.96	\$ 2,023,124.00		\$62,665.48 2024 tax dist.
	High Plains Library District	\$ -	\$ 1,459,877.79	\$ 1,375,300.00		\$80,000 Wember reimb.
INFLOWS TOTAL		\$ 169,324.97	\$ 3,857,979.72	\$ -		(\$13,000 '24; \$67,000 '25)
TOTAL AVAILABLE FUNDS		\$ 364,320.41		\$ 4,159,000.00		
OUTFLOWS	Advertising/Website	\$ 822.76	\$ 26,296.02	\$ 50,000.00		
	Books - 251	\$ 3,347.10	\$ 37,874.02	\$ 80,000.00	2629	
	DVD/Audio -7	\$ 165.43	\$ 1,968.61	\$ 20,000.00	82	
	Library of Things	\$ 528.74	\$ 2,392.82	\$ 15,000.00		
	Collection Fees/Bad Debts	\$ -	\$ -	\$ 2,000.00		
	Computer Expenses	\$ -	\$ 603.09	\$ 5,000.00		
	Equipment & Furniture	\$ -	\$ 14,265.17	\$ 60,000.00		MPL \$3,224.32
	MakerSpace	\$ -	\$ 996.26	\$ 10,000.00		
	Gifts Given	\$ -	\$ 958.34	\$ 5,000.00		
	Investments	\$ -	\$ 1,750,000.00	\$ -		
	Legal Fees/Consulting Fees	\$ 966.00	\$ 7,031.70	\$ 10,000.00		
	Maintenance/Building Exp.	\$ 5,104.73	\$ 78,213.38	\$ 200,000.00		Annex \$600
	Memberships/Licenses	\$ -	\$ 229.00	\$ 2,500.00		
	Milliken Location	\$ 640.39	\$ 5,981.32	\$ 20,000.00		MPL \$57.30
	Outreach	\$ 400.00	\$ 3,210.77	\$ 10,000.00		
	Professional/Enrichment	\$ 215.76	\$ 3,269.59	\$ 5,000.00		
	Programming	\$ 466.00	\$ 30,000.51	\$ 200,000.00		
	MakerSpace	\$ 326.95	\$ 5,353.01	\$ 15,000.00		
	Salaries/Benefits/Perks	\$ -	\$ 505,069.93	\$ 1,000,000.00		
	Health Ins./Retirement	\$ -	\$ 110,528.80	\$ 150,000.00		
	Subscriptions, Periodicals	\$ 238.09	\$ 4,300.11	\$ 7,500.00		
	Supplies, Janitorial	\$ 261.20	\$ 1,315.74	\$ 5,000.00		
	Supplies/Expenses, Library	\$ 272.12	\$ 6,684.84	\$ 15,000.00		
	Telephone	\$ 642.84	\$ 6,723.59	\$ 12,000.00		
	Utilities	\$ 7,055.47	\$ 49,228.37	\$ 60,000.00		MPL \$7,444.16
	Capital Improvements-MPL	\$ 273,120.64	\$ 697,813.27	\$ 2,000,000.00		
	Capital Improvements-JT	\$ -	\$ 9,259.90	\$ 200,000.00		retainage 2023 landscape
	Transfer to petty cash	\$ -	\$ -	\$ -		
OUTFLOWS TOTAL		\$ 294,574.22	\$ 3,359,568.16	\$ 4,159,000.00		
ENDING CHECKING BALANCE		\$ 69,746.19				
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BEGINNING PETTY CASH BALANCE		\$ 1,861.37				
	Maintenance/Building Exp.	\$ 600.00				
ENDING PETTY CASH BALANCE		\$ 1,261.37				
	<i>COLORADO TRUST INVESTMENT</i>		Y-T-D			
BEGINNING BALANCE		\$ 12,955,487.57				
	Dividend - 4.0855%	\$ 43,572.04	\$ 471,786.34			
	<i>Contribution</i>	\$ -				
	<i>Withdrawal</i>	\$ -				
ENDING BALANCE		\$ 12,999,059.61		FUNDS IN RESERVE	\$	1,218,500.00