



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

Town Council Regular Meeting
450 S. Parish, Johnstown, CO
Monday, February 2, 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

1. Business of the Month
2. New Employee Introductions
3. Proclamation Honoring Dennis Reed for Dedicated Service to the Johnstown Housing Authority
4. Proclamation Honoring Black History Month

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.

5. January 21, 2026 Town Council Meeting Minutes
6. Proposed 2nd Amendment to the Oil & Gas Lease between PDC Energy (Chevron) and the Town of Johnstown
7. January 2025 List of Bills
8. Water and Sewer Service Agreement for Timberline Gymnastics
9. 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

10. Ordinance 2026-286: Establishing two ballot questions regarding the Johnstown Downtown Development Authority.
11. First Amendment to the Water Service Agreement between Ledge Rock Center Commercial Metropolitan District and the Town of Johnstown
12. First Amendment to the Water and Sewer Service Agreement between Ledge Rock Center and the Town of Johnstown.

Town Manager Report

13. Town Manager's Report

Old Business

New Business

14. Cookie Island Signage

Public Hearing

Council Reports and Comments

Mayor's Comments

Informational Items

15. 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.



PROCLAMATION

HONORING DENNIS REED FOR DEDICATED SERVICE TO THE JOHNSTOWN HOUSING AUTHORITY

- WHEREAS,** Dennis Reed faithfully served as the Manager of the Johnstown Housing Authority from January 1, 2012, through December 31, 2025, providing more than thirteen years of dedicated leadership and stewardship; and
- WHEREAS,** throughout his tenure, Dennis Reed consistently ensured that tenants' fundamental housing needs were met and that residents felt safe, supported, and secure within their homes; and
- WHEREAS,** Dennis Reed was a supportive friend and effective leader to tenants, fostering trust, stability, and a strong sense of community within the Johnstown Housing Authority; and
- WHEREAS,** under his leadership, approximately half of the Authority's apartments were renovated to modern standards of style, functionality, and efficiency, improving the quality of life for residents; and
- WHEREAS,** upon assuming his role, Dennis Reed restored the financial stability of the Johnstown Housing Authority through sound fiscal management and responsible oversight; and
- WHEREAS,** Dennis Reed successfully facilitated the transfer and refinancing of the Housing Authority's mortgage to the Town of Johnstown at a significantly lower interest rate, providing long-term financial benefit to the organization and its residents; and
- WHEREAS,** Dennis Reed oversaw critical infrastructure improvements, including the installation of new fire alarm systems, the purchase and installation of new boilers, and the replacement of roofs damaged by hail, ensuring resident safety and system reliability; and
- WHEREAS,** Dennis Reed implemented a new non-smoking policy, promoting healthier living conditions and enhancing the overall well-being of tenants;

NOW, THEREFORE, BE IT PROCLAIMED BY THE TOWN COUNCIL OF THE TOWN OF JOHNSTON, COLORADO that we hereby recognize and honor Dennis Reed for his exceptional service, leadership, and lasting contributions to the Johnstown Housing Authority and the community it serves; and,

BE IT FURTHER PROCLAIMED that the Town of Johnstown extends its sincere gratitude and best wishes to Dennis Reed in appreciation of his commitment to public service and the positive impact he has made on the lives of Johnstown residents.

Adopted this 2nd day of February 2026.

Michael P. Duncan, Mayor



PROCLAMATION

BLACK HISTORY MONTH FEBRUARY 2026

WHEREAS, Black History Month is observed annually in February to recognize and honor the rich history, culture, and contributions of African Americans who have shaped our nation through leadership, service, innovation, resilience, and sacrifice; and

WHEREAS, African Americans have played a vital role in every chapter of American history from the founding of our nation, through periods of profound injustice, to ongoing efforts towards equality, justice, and opportunity for all; and

WHEREAS, the achievements of African Americans in education, science, medicine, the arts, business, public service, and civil rights have strengthened our democracy and enriched our communities at the local, state, and national levels; and

WHEREAS, the legacy of leaders such as Dr. Martin Luther King Jr. reminds us that “Injustice anywhere is a threat to justice everywhere,” calling upon all communities to confront discrimination, promote understanding, and work collectively toward a more just and inclusive society; and

WHEREAS, recognizing Black History Month provides an opportunity to reflect on our shared history, celebrate diversity, foster mutual respect, and reaffirm our commitment to equality, dignity, and opportunity for every resident;

NOW, THEREFORE, BE IT PROCLAIMED, that I, Michael Duncan, Mayor of the Town of Johnstown, Colorado, do hereby proclaim February 2026 as Black History Month in Johnstown, and encourage all residents to observe this month by learning about, honoring, and celebrating the contributions and experiences of African Americans, past and present; and,

BE IT FURTHER PROCLAIMED that the Town of Johnstown reaffirms its commitment to building a welcoming, respectful, and inclusive community where every individual is valued and where diversity strengthens the fabric of our town.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Town of Johnstown to be affixed this 2nd day of February 2026.

Adopted this 2nd day of February 2026.

Michael P. Duncan, Mayor



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TOWN COUNCIL REGULAR MEETING

**450 S. Parish, Johnstown, CO
Wednesday, January 21, 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
- **Jesse Molinar Jr.**, Councilmember
- **Dee Anne Menzies**, Councilmember
- **Dianne Morris**, Councilmember
- **Andrew Paranto**, Councilmember

Absent:

- **Chad Young**, Mayor Pro Tem
- **Damien Berg**, Councilmember

AGENDA APPROVAL

Motion by Councilmember Menzies and seconded by Mayor Duncan to approve the agenda with the removal of Item 2.

Upon vote, motion passed unanimously.

Item 2 was added to New Business.

CONSENT AGENDA

The Community that Cares

Motion by Councilmember Menzies and seconded by Mayor Duncan to approve the consent agenda which contained the following items.

- January 5, 2026 Town Council Meeting Minutes
- December 2025 Preliminary Financials

Upon vote, motion passed unanimously.

PUBLIC COMMENT

Town Clerk Meghan Martinez read one online public comment into the record.

- Stephanie Podtburg, 5651 County Road 42, expressed her support for the two proposed ballot questions regarding the Johnstown Downtown Development Authority.

TOWN MANAGER'S REPORT

Town Manager Matt LeCerf provided a report.

PUBLIC HEARING:

Ordinance 2026-286: Establishing Two Ballot Questions regarding the Johnstown Downtown Development Authority:

At 7:14 Mayor Duncan opened the public hearing.

Economic Development Director Sarah Crosthwaite presented the proposed ordinance.

Ken Mikelson, 3437 Maplewood Lane, spoke in support of the ordinance on behalf of the Johnstown Downtown Development Association (JDDA).

Billie DeLancey, 14 S Rutheford Avenue, also spoke in support of the ordinance.

At 7:34 Mayor Duncan closed the public hearing.

Motion by Councilmember Morris and seconded by Councilmember Paranto to approve Ordinance 2026-286 as presented.

Upon vote, motion passed unanimously.

NEW BUSINESS

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

Engineering Director Doug Gossett presented.

Motion by Councilmember Molinar and seconded by Councilmember Morris to approve Change Order No. 3 for Central Wastewater Treatment Plant Project in the amount of \$3,097,533.00 and authorize the Town Manager to execute the Change Order No. 3 as presented.

Upon vote, motion passed unanimously.

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 the Establishment of the Johnstown Downtown Development Authority: Economic Development Director Sarah Crosthwaite presented the proposed resolution.

Motion by Councilmember Paranto and seconded by Councilmember Morris to approve Resolution 2026-7: Authorizing the Town Manager or 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.

Upon vote, motion passed unanimously.

Resolution 2026-8: 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 to Fund the Acquisition, Development, Maintenance, and Improvement of Parks, Trails and Open Spaces at the April 7, 2026, Regular Municipal Election: Town Manager Matt LeCerf presented. There was discussion amongst Council regarding whether the question should be 0.25% or 0.50%.

Motion by Councilmember Morris and seconded by Councilmember Molinar to approve Resolution 2026-08 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 Half of One Percent (0.50%) to Fund the Acquisition, Development, Maintenance, and Improvement of Parks, Trails and Open Spaces at the April 7, 2026 Regular Municipal Election.

Upon vote, motion passed 3-2 with Mayor Duncan and Councilmember Menzies voting no.

Item #2 Resolution 2026-6: Adopting the Town of Johnstown 2026 Three Mile Plan: Planner Aubree Flores presented the proposed resolution.

Motion by Councilmember Menzies and seconded by Councilmember Molinar to approve Resolution 2026-06 as presented.

Upon vote, motion passed unanimously.

COUNCIL REPORTS AND COMMENTS

Councilmember Paranto: Nothing at this time.

Councilmember Morris: Nothing at this time.

Councilmember Molinar: Nothing at this time.

Councilmember Menzies: Nothing at this time.

MAYOR COMMENTS: He honored Dr. King and the call to public service. He will be bringing forward a proclamation for Black History Month in February.

ADJOURNMENT

There being no further business for the Town Council, Mayor Duncan adjourned the meeting at 8:29 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: February 2, 2026

Subject: Proposed 2nd Amendment to the Oil & Gas Lease between PDC Energy (Chevron) and the Town of Johnstown

Attachments:

1. Memo to Council
2. Exhibit 1
3. Exhibit 2
4. Exhibit 3
5. Exhibit 4
6. Exhibit 5
7. Exhibit 6
8. Exhibit 7
9. Exhibit 8

Presented by: Matt LeCerf, Town Manager

Agenda Item Description:

Enclosed for your review and consideration is a proposed 2nd Amendment to the oil & gas lease between PDC Energy (Chevron) and the Town of Johnstown. This agreement was negotiated by outside counsel Jeremy "Jed" Scott on behalf of the Town, in a similar method as previous agreements with PDC have been handled. A memo from Mr. Scott is included with this correspondence providing an overview of the terms of the 2nd amendment. In short, the current lease agreement is about to expire and PDC Energy is requesting an extension of the lease. The proposed lease agreement includes an additional lease bonus payment at a price of \$3,500.00 per mineral acre with a total mineral acreage owned by the Town of 34.5570 acres. The lease agreement will be extended for an additional 2 years from the expiration of the existing lease agreement which is March 20, 2026. PDC is also covering the legal costs of up to \$2,500.00.

Strategic Plan Alignment:

Organizational Excellence & Public Trust

- Strengthen public trust and confidence

Healthy & Resilient Economy

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

Natural & Built Environment

- Invest in, enhance, and conserve our parks, open spaces, agricultural areas and natural environment

Legal Advice:

The Town's outside legal counsel negotiated the terms of this agreement.

Financial Advice:

The total lease payment to the Town will be \$117,169.50.

Recommended Action:

Approve the 2nd Amendment to the lease agreement and authorize the Town Manager to execute the associated documents to approve the amendment.

Reviewed and Approved for Presentation



Town Manager

MEMO

File: Town of Johnstown, CO

From: Jeremy E. Scott, Esq.
Special Counsel to the Town of Johnstown

RE: Proposed 2nd Amendment to Oil & Gas Lease b/w PDC Energy (Chevron) and Johnstown

Date: January 26, 2026

Honorable Council Members:

Chevron/PDC Energy, Inc., approached the Town in late 2025 regarding the upcoming termination date of the current lease it has with the Town of Johnstown, Colorado (the “Town”) for certain mineral interests. If you recall, working with Chevron/PDC Energy, Inc., has been a staged affair conducted over the course of 3 or more years, with at least 3 layers of amendments/changes to the lease itself and to the identified acreage held by the Town that is subject to the lease.

The current, recorded lease for certain mineral interests held by the Town, attached as **Exhibit 1** (Amendment of Oil and Gas Lease), is an amendment to the original oil and gas lease, attached as **Exhibit 2** (Paid Up Oil and Gas Lease).

The proposed, new lease and lease addendum are attached as **Exhibit 3** (Second Amendment of Oil and Gas Lease).¹ The new bonus payment to the Town would be at the prior bonus rate of \$3,500.00 per mineral acre, plus Chevron agreed to cover up to \$2,500.00 in attorney fees generated by special counsel to the Town. **Exhibit 4**, November 4, 2025, Request for Second Amendment of Oil and Gas Lease related to: Paid-up Oil and Gas Lease at Rec. No. 4892233 (“subject lease”); and **Exhibit 5**, Order for Payment. The discrepancy between 34.5570 gross acres stated in the Second Amendment of Oil and Gas Lease, and the 33.4770 net mineral acres in the Order for Payment is due to the fact that the Town only owns 5/6 mineral interest in some of the parcels. At \$3,500 per net mineral acre that equals the \$117,169.50 one-time bonus.

For ease of review, we ran a comparison of the existing lease and addendum with the proposed new lease and lease addendum and have attached that as **Exhibit 6**.

Here are the key changes under the proposed new lease and lease addendum:

- There is a proposed increase in acreage under the 2nd lease amendment (i.e., from 27.6293 to 34.5570 gross mineral acres)
 - There are numerous modifications/amendments of legal descriptions per Exhibit A to the proposal.

¹ We have flagged two minor typos/errors regarding parcel numbering that will have to be corrected.

- Attached is a reconciliation of the current acreage with the new/proposed acreage. See **Exhibit 7**.
- Also attached are Weld County Assessor's maps indicating the locations of the 16 parcels included in the proposed Second Amendment of Oil and Gas Lease, as **Exhibit 8**.
- There is a proposed 2-year lease extension (i.e., extends the current lease termination date of March 20, 2026 to March 20, 2028).

Consistent with the prior lease negotiations, our firm's position remains that the proposed lease extension and addition of acreage benefit the Town financially. We negotiated the retention of "no surface occupancy" for these parcels; in the meantime, we have not learned of further issues that need to be addressed by and through this Second Amendment. That said, this is the Councils' decision, and we support its independent perspective and final determination on this matter or if it feels there are other lease terms that need to be revisited and/or re-negotiated.

Again, thank you for giving this office an opportunity to serve you. Please advise whether you need further clarification and/or assistance on this matter, and what your instructions are.

AMENDMENT OF OIL AND GAS LEASE

STATE OF COLORADO §
 § KNOW ALL MEN BY THESE PRESENT:
COUNTY OF WELD §

This Amendment of Oil and Gas Lease ("Agreement") entered into this 28th day of October 2024, by Town of Johnstown whose address is P.O. Box 609, 101 W. Charlotte St., Johnstown, CO 80534, (herein referred to as "Lessor"), and PDC Energy, Inc., a Delaware Corporation, whose address is 1099 18th Street, Suite 1500, Denver, CO 80202 (herein referred to as "Lessee").

Recitals

WHEREAS, Town of Johnstown (Original Lessor) and PDC Energy, Inc. (Original Lessee) entered into that certain Paid-Up Oil and Gas Lease (herein referred to as the "Lease") dated March 20, 2023, (herein referred to as the "Effective Date"), recorded at Reception No. 4892233, of the Official Public Records of Weld County, Colorado; and

WHEREAS, said Lease burdens the following described lands (herein referred to as the "Lands"):

Township 4 North, Range 67 West of the 6th PM

Sections 3, 4, 5 & 8: Those lands described on Exhibit A, attached hereto and made a part hereof.

...Containing approximately 27.6293 gross acres, more or less, and subject to all existing easements and rights of way of record...

WHEREAS, said Lease is now owned by PDC Energy, Inc.

Agreement

NOW THEREFORE, in consideration of the covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor(s) and Lessee do hereby agree, by the execution hereof, and do hereby modify and amend the lease as follows:

1. Lease Amendment. The Lease shall be and is hereby modified and amended and as follows:
 - a. By deleting the gross acres of 27.6293 and replacing with gross acres of 34.8529.
 - b. By deleting Exhibit "A" - Addendum of the Lease and replacing it with Exhibit "A" - Addendum of this Amendment.
 - c. By deleting Exhibit "A" of the Lease and replacing it with Exhibit "A" of this Amendment.
 - d. Ratification of Lease. Lessor(s) and Lessee do hereby further ratify, adopt, and confirm the Lease as hereby amended, as a valid and subsisting Lease and the undersigned Lessor(s) do hereby grant, demise, lease, and let unto Lessee, the present owner of said Lease, the premises described above, subject to and in accordance with all of the terms and provisions of said Lease as hereby amended.
 - e. Lease Remains in Effect. Except as expressly modified and amended herein, the Lease shall remain in full force and effect as originally written and will continue to govern the rights and obligations of Lessor(s) and Lessee.
 - f. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Lessor(s) and Lessee, and each of their respective heirs, legal representatives, successors and assigns.
 - g. Multiple Counterparts. This Agreement may be executed in any number of counterparts and shall be binding on each party executing the same to the same extent as if all parties had executed one instrument. Such counterparts may be recorded separately or may be combined to form one instrument for recording purposes.

All amendments to the Lease outlined in this Agreement are to be effective as March 20, 2023.

Executed this 12th day of November, 2024.

PDC ENERGY, INC.

By: [Signature]
Name: John Krattenmaker
Title: Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF COLORADO §
CITY AND §
COUNTY OF DENVER §

This instrument was acknowledged before me this 12th day of November, 2024, by John Krattenmaker as Attorney-in-Fact of PDC Energy, Inc., a Delaware corporation, on behalf of such corporation.
(SEAL)

[Signature]
Notary Public, State of CO
My Commission Expires: 04/30/2025

LESSOR(S):

TOWN OF JOHNSTOWN, COLORADO

By: [Signature]
Name: Matt LeClerc
Title: Town Manager

By: [Signature]
Name: Kimberly Disney
Title: Acting Town Clerk

JULIE K. BROWN
Notary Public
State of Colorado
Notary ID # 20094014382
My Commission Expires 04-30-2025

Exhibit "A"

ADDENDUM

This Addendum is attached to and by this reference made a part of that certain Oil & Gas Lease made the 20th day of March 2023 (the "Lease"), and effective as of March 20, 2023 (the "Effective Date"), by and between the Town of Johnstown, Colorado, as Lessor and PDC Energy, Inc., as Lessee.

In the event of a conflict or inconsistency between the printed terms of the Lease and the terms of this Addendum, the terms of this Addendum shall govern and control and shall be deemed to supersede the printed terms of the Lease.

1. **Lessor.** The Lessor is the Town of Johnstown, whose address is 450 S. Parish Ave., Johnstown, CO 80534.
2. **Lease Term.** The following printed provision in this Lease in Paragraph 1 is hereby deleted in its entirety:

"Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~three (3)~~ years (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the leased premises, or lands pooled or unitized therewith, or as long as Operations, as defined below, are being conducted at the end of the primary term and are continuously prosecuted thereafter in accordance with Section 5 below. For purposes of this lease, a well completed for the production of coalbed methane gas shall be deemed to be producing gas under this lease at all times when dewatering of the coal seams from which the coalbed methane gas will be produced is occurring. The term "Operations" shall mean any activity conducted on or off the leased premises that is reasonably calculated to obtain or restore production on the leased premises or lands pooled or unitized therewith, including without limitation, (i) drilling and completing or any act preparatory to drilling and completing (such as testing, fracking, obtaining permits, surveying a drill site, staking a drill site, building roads, clearing a drill site, or hauling equipment or supplies); (ii) reworking, plugging back, deepening, treating, stimulating, refitting, installing any artificial lift or production-enhancement equipment or technique; (iii) constructing facilities related to the production, treatment, transportation and marketing of substances produced from the leased premises; (iv) contracting for marketing services and sale of oil or gas; and (v) construction of water disposal facilities and the physical movement of water produced from the leased premises. Operations shall be considered to be "continuously prosecuted" if not more than one hundred twenty (120) days elapses between (a) the cessation of Operations or the permanent cessation of all production from any cause, including a revision of unit boundaries pursuant to the provisions of this lease or the action of any governmental authority, and (b) either the commencement of Operations or the restoration of production. Operations shall be deemed to have commenced for a new well at such time as the construction of the wellsite location or the road which provides access to the wellsite location has been initiated."

Paragraphs 5 and 19 of the Lease are also deleted in their entirety. Paragraphs 5, 19, and the above-described provision are hereby replaced with the following:

"This Lease shall remain in force for a primary term of three (3) years from 12:00 A.M. March 20, 2023 (effective date) to 11:59 P.M. March 20, 2026 (last day of primary term) and shall continue beyond the primary term as to the entirety of the leased premises if

one of the following "Operations" is satisfied on or before the end of the primary term, on or off the leased premises that is reasonably calculated to obtain or restore production on the leased premises or lands pooled or unitized therewith: (i) actual drilling operations are commenced, in search of oil, gas, or their constituents, (ii) a well capable of production is completed, or (iii) at least ninety (90) days prior to the end of the primary term, Lessee tender to Lessor payment equal to the initial consideration (i.e., bonus) given for the execution of this Lease, whereby such payment shall extend the primary term of this Lease by an additional two (2) years. If, at the expiration of the primary term of this Lease, oil or gas is not being produced on the leased premises, or lands pooled or unitized therewith, but Lessee is then engaged in drilling, re-working, completing, equipping, or dewatering operations on or off the leased premises that is reasonably calculated to obtain or restore production on the leased premises or lands pooled or unitized therewith, then this Lease shall continue in force so long as such operations are being continuously prosecuted on the leased premises, or lands pooled or unitized therewith; and such operations shall be considered to be continuously prosecuted if not more than ninety (90) consecutive days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land, the production thereof should cease from any cause after the primary term, this Lease shall not terminate if Lessee commences additional drilling, completion, equipping, or re-working operations within ninety (90) days from the date of cessation of production, or from the date of completion of a dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this Lease, this Lease shall continue in force so long as oil or gas is produced from the leased premises, or lands pooled or unitized therewith."

3. **Royalty.** The printed provision in this Lease at Paragraph 2 is hereby deleted in its entirety, and replaced with the following:

"1st. To deliver to the credit of Lessor, free of cost, in the pipeline to which Lessee may connect wells on the Premises, the equal 20% part of all oil produced and saved from the leased premises.

2nd. The lessee shall pay lessor, as royalty, on gas, including casinghead gas or other gaseous substances, produced from the leased premises and sold or used off the premises or used in the manufacture of gasoline or other products, the market value at the well of twenty percent (20%) of the gas sold or used, provided that on gas sold the royalty shall be twenty percent (20%) of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. Price shall mean the net amount received by lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders.

3rd. In calculating royalties on production hereunder, Lessee may deduct Lessor's proportionate part of any ad valorem, production and excise taxes."

4th. Lessee shall make or cause to be made payment of any sum due as Royalty within ninety (90) days following the month of production for which the Royalty is due and owing.

4. **Post-Production Costs.** In the event lessee compresses, treats, purifies or dehydrates such gas (whether on or off the leased premises) or transports gas of the leased premises, lessee in computing royalty hereunder may not deduct from such price the actual charge incurred by lessee for each of such functions performed. However, if an unaffiliated third party compresses, treats, purifies, dehydrates, or processes such gas (whether on or off the leased premises) or transports gas off the leased premises, then Lessee shall pay Lessor a 20% royalty on the net proceeds received by lessee after accounting for such third party charges.
5. **Shut-In.** The printed provision in this Lease at Paragraph 6 is hereby deleted in its entirety and replaced with the following:

"If after the primary term one or more wells on the leased premises are capable of producing oil or gas or other substances covered hereby, but such well or wells are either shut in or production therefrom is not being sold by Lessee, and this Lease is not being held by production or otherwise under the Lease, such well or wells shall nevertheless be deemed to be producing for the purposes of maintaining this Lease. If for a period of sixty (60) consecutive days such well or wells are shut in or production therefrom is not sold by Lessee, including dewatering of coalbed gas, the Lessee shall pay an aggregate shut-in royalty of thirty dollars (\$30.00) per acre then covered by this Lease, such payment to be made to Lessor on or before the anniversary date of this Lease next ensuing after the expiration of the said sixty (60) day period and thereafter on or before each anniversary of date of this Lease while the well or wells are shut in or production therefrom is not being sold by Lessee. Lessee shall have no right to maintain this Lease by payment of shut-in gas royalty for any one shut-in period greater than two (2) consecutive years."

6. **Delay.** The printed provision in this Lease, Paragraph 15, is hereby deleted in its entirety and replaced with the following:

"All covenants and conditions of this Lease shall be subject to all laws, rules, regulations and orders of any governmental authority having jurisdiction, including restrictions on the drilling and production of wells, and regulation of the price or transportation of oil, gas or other substance covered hereby. When operations or production are delayed or interrupted by such laws, rules, regulations or orders, or by fire, storm, flood, war, rebellion, insurrection or riot, within thirty (30) days of such delay Lessee shall notify Lessor of the delay in writing, at which point the time of such delay or interruption shall not be counted against Lessee relative to any covenants or conditions hereunder and this Lease shall remain in force during such delay and for ninety (90) days after the end of the delay, notwithstanding anything in this Lease to the contrary. Lessee shall not be liable for breach of any provisions, conditions, or implied covenants of this Lease when operations are so prevented or delayed."

7. **Right to Redeem.** The printed provision in this Lease at Paragraph 16 is hereby deleted in its entirety and replaced with the following:

"Lessor hereby agrees that Lessee shall have the right to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of Lessor's default of payment on said mortgages, taxes or other liens. If Lessee redeems any such mortgages, taxes or other liens, Lessee may recover any amount expended out of Lessor's royalties or shut-in royalties."

In addition to the foregoing amendments, the following provisions are added to this Lease:

1. **No Surface Operations Clause.** The parties hereto agree that Lessee shall not have the right to drill wells, construct pipelines, construct access roads and/or install any other facilities on the leased premises, nor shall Lessee have the right of ingress to or egress from the leased premises.
2. **No Storage Rights Clause.** Notwithstanding anything herein contained to the contrary, Lessee agrees that the leased premises shall not be used for the purpose of gas storage as defined by the Federal Energy Regulatory Commission. Any reference to gas storage contained in this Lease is hereby deleted. If Lessor wishes to enter into an agreement regarding gas storage using the leased premises with a third party, Lessor shall first give Lessee written notice of the identity of the third party, the price or the consideration for which the third party is prepared to offer, the effective date and closing date of the transaction and any other information respecting the transaction which Lessee believes would be material to the exercise of the offering. Lessor does hereby grant Lessee the first option and right to purchase the gas storage rights by matching and tendering to the Lessor any third party's offering within 30 days of receipt of notice from Lessor.
3. **Oil & Gas Only.** Notwithstanding anything herein contained to the contrary, this Lease shall be deemed to cover only oil and gas and associated hydrocarbons produced through the wellbore.
4. **No Warranty of Title.** Notwithstanding anything herein contained to the contrary, this Lease is given and granted without warranty of title, express or implied.
5. **Disposal and Injection Wells.** The parties hereto agree that Lessee shall not have the right to drill, construct, or maintain disposal or injection wells on or under the leased premises.
6. **Retained Acreage.** Notwithstanding anything contained in this Lease to the contrary, at the expiration of the primary term, or upon the cessation of drilling, completion, equipping, or reworking operations sufficient to maintain this Lease beyond the primary term in the absence of production, whichever is the later, this Lease shall automatically terminate and revert to Lessor, its successors and assigns, without re-entry, SAVE AND EXCEPT as to that portion of the leased premises, if any, that is then included in a drilling and spacing unit, wellbore spacing unit, or other unit approved by the governmental authority having jurisdiction. Within sixty (60) days after the date this Lease shall terminate, in whole or in part, as provided herein or in any other provision of this Lease, Lessee shall execute and deliver to Lessor an instrument of designation in recordable form acknowledging such termination and its release of the Lease as to the terminated acreage.
7. **Compliance Clause.** Lessee's operations on the leased premises shall comply with all applicable federal and state regulations.
8. **Hold Harmless Clause.** Lessee agrees it will protect and save and keep Lessor harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any laws or ordinances, occasioned by the neglect of Lessee, and Lessee will at all times protect, indemnify and save and keep harmless the Lessor against and from any and all loss, damage or expense, including any injury to any person or property whomsoever or whatsoever arising out of or caused by Lessee.
9. **Controlling Document.** All provisions of this Lease and Lease Addendum shall be interpreted together and in harmony with one another. The terms of the Lease Addendum shall govern when any provision of the Lease and Lease Addendum are inconsistent with one another or are in conflict.
10. **Notice of Assignment.** Not less than thirty (30) days from and after any assignment of this Lease, Lessee shall provide written notice to Lessor of the assignment and the contact information for the subsequent Lessee.

EXHIBIT "A"

This Exhibit is attached to that certain Paid-Up Oil & Gas Lease dated March 20th, 2023, between The Town of Johnstown, as Lessor and PDC Energy, Inc., as Lessee, for the purposes of providing the legal description of the premises in the lease.

Township 4 North - Range 67 West, 6th PM, Weld County, Colorado
Section 3, the following 2 Tracts:

Tract 1: 13.00 acres, more or less, described by metes and bounds in that certain Warranty Deed, dated March 14, 1963, from COLORADO ALFALFA PRODUCTS COMPANY to THE TOWN OF JOHNSTOWN, COLORADO, a municipal corporation, recorded at Reception No. 1405200, Weld County, Colorado.

Tract 2: 7.0001 acres, more or less, described by metes and bounds in that certain Warranty Deed, dated March 8, 1973, from COLORADO ALFALFA PRODUCTS COMPANY to THE TOWN OF JOHNSTOWN, COLORADO, a municipal corporation, recorded at Reception No. 1609103, Weld County, Colorado.

. . . Containing approximately 20.0001 gross acres

Township 4 North - Range 67 West
Section 4, the following 2 Parcels:

Parcel 1:

Lot 1, Block 1, Public Works Facility Subdivision, containing 1.4672 acres, more or less

Parcel 2:

Lots 1 through 6, Block 2, Great Western Addition, containing 0.4821 acres, more or less

Township 4 North - Range 67 West
Section 5, the following eight (8) parcels:

Parcel 1:

Block 13 of Mary C Parish Addition according to the plat thereof dated 8/29/1925 and recorded at Reception No 469022, Weld County, Colorado, containing 2.21 acres, more or less.

Parcel 2:

The South 70 feet of Lot 8, Block 12 of Mary C Parish Addition according to the plat thereof dated 8/29/1925 and recorded at Reception No 469022, Weld County, Colorado, containing 0.0790 acres, more or less

Parcel 3:

The East 65 feet of Lots 4-6, Block 3 of First Addition to Parish Heights according to the plat thereof dated 9/3/1908 and recorded at Reception No 132170, Weld County, Colorado, containing 0.2240 acres, more or less

Parcel 4:

Lot 1, Being a Replat of Block 2, Map of Johnstown, situated in the Southeast Quarter of Section 5, Township 4 North, Range 67 West of the 6th P.M., according to the plat thereof dated 8/20/2021 and recorded at Reception No 4749987, Town of Johnstown, County of Weld, Colorado, containing 0.06 acres, more or less

Parcel 5:

Lot 2, Being a Replat of Block 2, Map of Johnstown, situated in the Southeast Quarter of Section 5, Township 4 North, Range 67 West of the 6th P.M., according to the plat thereof dated 8/20/2021 and recorded at Reception No 4749987, Town of Johnstown, County of Weld, State of Colorado, containing 0.169 acres, more or less

Parcel 6:

Lot 3, Being a Replat of Block 2, Map of Johnstown, situated in the Southeast Quarter of Section 5, Township 4 North, Range 67 West of the 6th P.M., according to the plat thereof dated 8/20/2021 and recorded at Reception No 4749987, Town of Johnstown, County of Weld, State of Colorado, containing 0.726 acres, more or less

Parcel 7:

The West 10 feet of Lot 5, Block 4, Mary C. Parish Addition to the Town of Johnstown as reflected on the map recorded at Reception No. 469022 on September 14, 1925, being a part of the NW/4SE/4 of Section 5, T4N, R67W, 6th P.M., containing 0.1203 acres, more or less

Parcel 8:

The North 35 feet of Lots 1 through 11, Block 1, Second Addition to Parish Heights, as reflected on map recorded at Reception No. 333967 on August 30, 1920, being part of the S/2SE/4 of Section 5, T4N, R67W, 6th P.M., containing 0.6858 acres, more or less

Township 4 North - Range 67 West

Section 8, the following four (4) Parcels:

Parcel 1:

2.0730 acres, more or less, situated in the NW/4 of Section 8, T4N R67W, 6th PM, Weld County Colorado, as described in that certain Warranty Deed dated 7/08/1985 from CHESTER T. HAYS to TOWN OF JOHNSTOWN, recorded at Reception No. 2018415 of the Weld County Clerk and Recorder's office.

Parcel 2:

A tract or parcel of land being more particularly described as follows:

Commencing at the Northeast corner of Section 8; Thence N 89°09'43" W, along the north line of the northeast quarter of Section 8, a distance of 34.81 feet to the northeast property corner as described in Reception No. 2893088 of the Weld County Clerk and Recorder's Office, said point being the TRUE POINT OF BEGINNING;

1. Thence N 89°09'43" W, continuing along the north line of the Northeast quarter of Section 8, a distance of 100.04 feet;

2. Thence S 0°51'23" E, parallel with the east line of the northeast quarter of Section 8, a distance of 60.03 feet;

3. Thence S 89°09'43" E, parallel with the north line of the northeast quarter of Section 8, a distance of 100.04 feet to the existing west right of way line of Parish Avenue (April, 2005);

4. Thence N 0°51'23" W, along said existing west right of way line of Parish Avenue, a distance of 60.03 feet, more or less, to the TRUE POINT OF BEGINNING.

The above-described parcel contains 0.138 acres (6003 square feet), more or less.

Basis of Bearings: All bearings are based on a line connecting the N ¼ corner of Section 8, T04N-R67, 6th P.M. (2 ½" alum. cap in range box – LS 20676) and the NE corner of Section 8, (2 ½" alum. cap in range box – 20676) as bearing S 89°09'43" E.

Parcel 3:

Lot 1, Block 1, Johnstown Farms Filing No. 1 as depicted in that plat recorded at Reception No. 2974635 on August 2, 2002, located in the S/2NE/4 of Section 8, T4N, R67W, 6th P.M., containing 3.7991 acres, more or less

Parcel 4:

The North 250 feet of Lot 1 Block 2, Johnstown Farms Filing No. 1 as depicted in that plat recorded at Reception No. 2974635 on August 2, 2002, located in the SE/4NE/4 of Section 8, T4N, R67W, 6th P.M., containing 2.2798 acres, more or less

Township 4 North - Range 67 West

Section 9:

Parcel 1:

Lots 5 and 6, Johnstown Colony, as depicted in that Plat recorded at Reception No. 708516 on March 23, 1935, located in the NW/4NW/4 of Section 9, T4N, R67W, 6th P.M., containing 0.3386 acres, more or less

Producers 88
Rocky Mountain 1989
(Paid-Up Rev. 1996)

PAID-UP OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 20 day of March, 2023, but effective the 20 day of February, 2023, by and between **Town of Johnstown** whose address is PO Box 609, 101 W. Charlotte St., Johnstown, Co. 80534 hereinafter called lessor (whether one or more), and PDC Energy, Inc. whose address is 1775 Sherman Street Suite 3000 Denver, Colorado 80203, hereinafter called lessee:

WITNESSETH:

1. That lessor, for and in consideration of ***TEN AND MORE*** dollars (\$10.00+) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto lessee the lands described below for the purpose of investigating, prospecting, exploring (by geophysical and other methods), drilling, operating for and producing oil or gas, or both (as defined below), together with the right to construct and maintain pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas (which right shall include specifically a right-of-way and easement for ingress to and egress from said lands by lessee, or its assignees, agents or permittees, necessary to or associated with the construction and maintenance of such pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures on said lands to produce, save and take care of the oil and gas), and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata, and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Weld, State of Colorado described as follows, to-wit (the "leased premises"):

Township 4 North - Range 67 West, 6th PM

Sections 3, 4, 5 & 8: Those lands described on Exhibit A, attached hereto and made a part hereof.

... Containing approximately 27.6293 gross acres More or Less and subject to all existing easements and rights of way of record,

In addition, the leased premises shall include and lessor hereby grants, leases and lets exclusively unto lessee, to the same extent as if specifically described, lands which are owned or claimed by lessor by one of the following reasons: (1) all lands and rights acquired or retained by lessor by avulsion, accretion, reliction or otherwise as the result of a change in the boundaries or centerline of any river or stream traversing or adjoining the lands described above; (2) all riparian lands and rights which are or may be incident, appurtenant, related or attributed to lessor in any lake, stream or river traversing or adjoining the lands described above by virtue of lessor's ownership of the land described above; (3) all lands included in any road, easement or right-of-way traversing or adjoining the lands described above which are or may be incident, appurtenant, related or attributed to lessor by virtue of lessor's ownership of the land described above; and (4) all strips or tracts of land adjacent or contiguous to the lands described above owned or acquired by lessor through adverse possession or other similar statutes of the state in which the lands are located.

The term oil as used in this lease shall be interpreted to include any liquid hydrocarbon substances which occur naturally in the earth, including drip gasoline or other natural condensate recovered from gas without resort to manufacturing process. The term gas as used in this lease shall be interpreted to include any substance, either combustible or non-combustible, which is produced in a natural state from the earth and which maintains a gaseous or rarified state at ordinary temperature and pressure conditions, including but not limited to helium, nitrogen, carbon dioxide, hydrogen sulphide, coal bed methane gas, casinghead gas and sulphur.

Subject to the other provisions herein contained, this lease shall remain in force for a term of Three (3) years (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the leased premises, or lands pooled or unitized therewith, or as long as Operations, as defined below, are being conducted at the end of the primary term and are continuously prosecuted thereafter in accordance with Section 5 below. For purposes of this lease, a well completed for the production of coalbed methane gas shall be deemed to be producing gas under this lease at all times when dewatering of the coal seams from which the coalbed methane gas will be produced is occurring. The term "Operations" shall mean any activity conducted on or off the leased premises that is reasonably calculated to obtain or restore production on the leased premises or lands pooled or unitized therewith, including without limitation, (i) drilling and completing or any act preparatory to drilling and completing (such as testing, fracking, obtaining permits, surveying a drill site, staking a drill site, building roads, clearing a drill site, or hauling equipment or supplies); (ii) reworking, plugging back, deepening, treating, stimulating, refitting, installing any artificial lift or production-enhancement equipment or technique; (iii) constructing facilities related to the production, treatment, transportation and marketing of substances produced from the leased premises; (iv) contracting for marketing services and sale of oil or gas; and (v) construction of water disposal facilities and the physical movement of water produced from the leased premises. Operations shall be considered to be "continuously prosecuted" if not more than one hundred twenty (120) days elapses between (a) the cessation of Operations or the permanent cessation of all production from any cause, including a revision of unit boundaries pursuant to the provisions of this lease or the action of any governmental authority, and (b) either the commencement of Operations or the restoration of production. Operations shall be deemed to have commenced for a new well at such time as the construction of the wellsite location or the road which provides access to the wellsite location has been initiated.

Notwithstanding anything to the contrary herein, this lease is a "no surface occupancy" lease. It is agreed and understood that the lessee shall not conduct any Operations on the surface of the leased premises unless otherwise agreed upon separately in writing with lessor. The lessee is granted the right to drill and operate directional or horizontal wells through, across and under the leased premises.

2. The lessee shall deliver to the credit of the lessor as royalty, free of cost, into the tanks or in the pipeline on the leased premises to which lessee may connect its wells the equal 18.75 part of all oil produced and saved from the leased premises, or lessee may from time to time at its option purchase any royalty oil in its possession, paying the market price thereof prevailing for oil of like grade and gravity in the field where produced on the date of purchase.

The lessee shall pay lessor, as royalty, on gas, including casinghead gas or other gaseous substances, produced from the leased premises and sold or used off the premises or used in the manufacture of gasoline or other products, the market value at the well of 18.75% of the gas sold or used, provided that on gas sold the royalty shall be 18.75% of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. Price shall mean the net amount received by lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. In the event lessee compresses, treats, purifies or dehydrates such gas (whether on or off the leased premises) or transports gas off the leased premises, lessee in computing royalty hereunder may not deduct from such price the actual charge incurred by lessee for each of such functions performed. However, if before the sale of the gas an unaffiliated third party compresses, treats, purifies, dehydrates, or processes such gas (whether on or off the leased premises) or gathers or transports gas off the leased premises, then Lessee shall pay Lessor a 18.75% royalty on the net proceeds received by lessee after accounting for such third party charges. In calculating royalties on production hereunder, lessee may deduct lessor's proportionate part of any ad valorem, production and excise taxes, as well as other post-production costs, as described herein.

3. This is a paid-up lease and all cash consideration first recited above and annual rentals have been paid to lessor in advance to keep this lease in full force and effect throughout the primary term. In consideration of the payment of such cash consideration and advance annual rentals, lessor agrees that lessee shall not be obligated, except as otherwise provided herein, to commence or continue any Operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of the land described above, and as to any strata or stratum, by delivering to lessor or by filing of record a release or releases, and be relieved of all obligations thereafter accruing to the acreage surrendered.

4. Any payments required to be made to lessors pursuant to this lease, other than the payment of royalties, may be paid by lessee to the lessor or to lessor's credit

in the **Direct to Lessor** Bank, at _____ (or its successor or successors, or any bank with which it may be merged or consolidated, or which succeeds to its business assets or any part thereof, by purchase or otherwise) which shall continue as the depository regardless of changes in the ownership of said land or the oil and gas. All such payments may be made by cash, check or draft, mailed or delivered on or before the due date for that payment. Any payments so made shall be binding on the heirs, devisees, executors, administrators, and personal representatives of lessor and on lessor's successors in interest or on lessor's assigns.

5. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises, or lands pooled or unitized therewith, but Operations are being conducted, this lease shall continue in force so long as such Operations are continuously prosecuted; and if production of oil or gas results from any such Operations, this lease shall continue in force so long as oil or gas is produced from the leased premises, or lands pooled or unitized therewith. If, after the expiration of the primary term of this lease, production on the leased premises, or lands pooled or unitized therewith should cease for any cause, including a revision of unit boundaries pursuant to the provisions of this lease or the action of any governmental authority, this lease shall not terminate if within one hundred twenty (120) days after each such cessation of production either (i) Operations are commenced or continued or (ii) production is restored, and this lease shall thereafter remain in force so long as Operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises, or lands pooled or unitized therewith.

6. If at any time after the expiration of the primary term of this lease, there is a well capable of producing oil or gas from the leased premises, or lands pooled or unitized therewith, but the well is shut-in, whether before or after production therefrom, and this lease is not being maintained otherwise as provided herein, this lease shall not terminate (unless released by lessee) and it shall nevertheless be considered that oil and gas is being produced from the leased premises during all times while the well is so shut-in. Lessee shall use reasonable diligence to market the oil and gas capable of being produced from such shut-in well, but shall be under no obligation to market the oil and gas under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. When the lease is continued in force in this manner, lessee shall pay or tender to the lessor or lessor's successors or assigns, an amount equal to \$1.00 per year per net mineral acre covered by the lease. Such payments shall be made on or before the shut-in royalty payment date, as defined below, next occurring after the expiration of one hundred twenty (120) days from the date the well was shut-in, unless prior to such date oil or gas from the well is sold or used or the lease is otherwise maintained as provided herein. In like manner, on or before each succeeding shut-in royalty payment date while such well remains shut-in, lessee shall make payment of shut-in royalty in the same amount and manner. The term "shut-in royalty payment date" shall mean the anniversary date of this lease. Any shut-in royalty payment may be made by cash, draft or check, mailed or tendered on or before the shut-in royalty date. Lessee's failure to pay or tender, or properly pay or tender, any such sum shall render lessee liable for the amount due but it shall not operate to terminate the lease.

7. If lessor owns a lesser interest in the above described land than the entire and undivided fee simple estate therein, then the royalties, including shut-in royalty, herein provided shall be paid to lessor only in the proportion which lessor's interest bears to the whole and undivided fee. Any interest in production from the lands described herein to which the interest of lessor may be subject shall be deducted from the royalty herein reserved.

8. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

9. Lessee shall pay to lessor reasonable amounts for damages caused by its operations to growing crops and pasture on said land. When requested by lessor, lessee shall bury its pipelines which traverse cultivated lands below plow depth. No well shall be drilled nearer than two hundred (200) feet to a house or barn now on said premises, without written consent of lessor. Lessee shall have the right at any time (but not the obligation), to remove all improvements, machinery, and fixtures placed or erected by lessee on said premises, including the right to pull and remove casings.

10. Lessee is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described above and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, pooled or unitized areas previously formed to include formations not producing oil or gas may be reformed to exclude such non-producing formations. To form or reform any pooled or unitized area lessee will execute a declaration of such pooling, unitization or reformation describing the pooled or unitized area. Any pooled or unitized area may include land upon which a well has heretofore been completed or upon which Operations have been or will be commenced. If, anywhere within the pooled or unitized area or in any Adjacent Surface Location, there is production, Operations, or a well shut-in for any reason then it shall be deemed for all purposes that such production, Operations, or shut-in well occurred within the leased premises. Adjacent Surface Location means any area adjacent to a pooled or unitized area that is used as a surface location for drilling operations that penetrate the leased premises or lands pooled or unitized therewith. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from the pooled or unitized area royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the pooled or unitized area bears to the total number of surface acres covering such unit production.

11. Lessee shall have the right to unitize, pool, or combine all or any part of the land described above as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that the land described above or any part thereof shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to lessor shall be based upon production only as so allocated.

12. If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in ownership of the land, royalties, or other payments, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in ownership of said land or of the right to receive royalties or other payments hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until one hundred twenty (120) days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original and certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party.

13. In the interest of conservation, the protection of reservoir pressures and recovery of the greatest ultimate yield of oil or gas, or both, lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining repressuring and recycling facilities, and for such purpose may locate such facilities, including input wells, upon leased premises, and no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefiting the leased premises.

14. In the event lessor considers that lessee has not complied with all its obligations hereunder, either express or implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this lease. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action

shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder.

15. The term "force majeure" as used in this lease shall mean and include: acts of God, floods, storms, explosion, fires, labor troubles, strikes, insurrection, riots, acts of the public enemy, scarcity of or inability to obtain or use labor, material or equipment, federal or state law, or order, rule or regulation of governmental authority. If, by reason of force majeure, lessee is prevented from satisfying or meeting any condition of this lease, or from complying with any express or implied covenant thereof, or from conducting Operations on or producing oil or gas or other mineral from or attributable to the leased premises, then while so prevented and for six months thereafter, such condition or covenant shall be suspended, and lessee shall be relieved of the obligation to comply with such condition or covenant and shall not be liable in damages for failure to comply therewith; and this lease shall be extended and continued in force while and so long as lessee is prevented by force majeure from conducting Operations on or producing oil or gas or other mineral from or attributable to the leased premises and for six months thereafter; and the time while lessee is so prevented, plus six months, shall not be counted against lessee, anything in this lease to the contrary notwithstanding.

16. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder by, through and under Lessor, but not otherwise, and agrees that lessee, at its option, shall have the right at any time to pay for lessor, any mortgage, taxes or other liens existing, levied or assessed on or against the leased premises in the event of default of payment by lessor and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

17. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors in interest, in whole or in part, of said lessor or lessee.

18. With respect to and for the purpose of this lease, lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

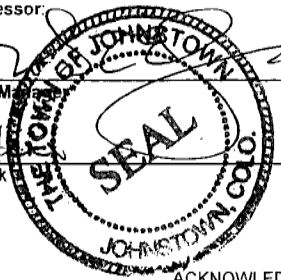
19. Lessor hereby grants to Lessee the option but not the obligation to extend the primary term of this lease, as to all or part of the leased premises, for an additional term of two years from the expiration of the primary term of this lease, and as long thereafter as oil and/or gas is produced from the lands covered by this lease. Lessee may exercise this option to extend this lease by paying to the Lessor, on or before the expiration date of the primary term of this lease at the address set forth above, an amount equal to the initial consideration paid for the execution of this lease proportionately reduced to the extent that Lessor extends the lease as to less than all of the leased premises.

WHEREOF witness our hands as of the day and year first above written.

Town Of Johnstown, Lessor:

Matthew LeClerc
Matthew LeClerc, Town Manager

Hannah Hill
Hannah Hill, Town Clerk



ACKNOWLEDGEMENT-CORPORATE – CORPORATION/LLC/PARTNERSHIP

STATE OF Colorado }
COUNTY OF Weid } ss.

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 20 day of MARCH, 2023, personally appeared Matthew LeClerc, to me personally known, who being by me duly sworn, did say that he is the Town Manager of The Town of Johnstown and that said instrument was signed on behalf of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My commission expires:

8.31.2026

Rachel Blazek

Notary Public for the State of Colorado



ACKNOWLEDGEMENT-CORPORATE – CORPORATION/LLC/PARTNERSHIP

STATE OF Colorado }
COUNTY OF Weid } ss.

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 23 day of MARCH, 2023, personally appeared Hannah Hill, to me personally known, who being by me duly sworn, did say that she is the Town Clerk of The Town of Johnstown and that said instrument was signed on behalf of said company.

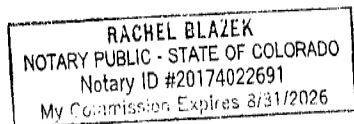
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My commission expires:

8.31.2026

Rachel Blazek

Notary Public for the State of Colorado



*Exhibit "A"***ADDENDUM**

This Addendum is attached to and by this reference made a part of that certain Oil & Gas Lease made the 20 day of March, 2023 (the "Lease"), and effective as of March 20, 2023 (the "Effective Date"), by and between the Town of Johnstown, Colorado, as Lessor and PDC Energy, Inc., as Lessee.

In the event of a conflict or inconsistency between the printed terms of the Lease and the terms of this Addendum, the terms of this Addendum shall govern and control and shall be deemed to supersede the printed terms of the Lease.

1. **Lessor.** The Lessor is the Town of Johnstown, whose address is 450 S. Parish Ave., Johnstown, CO 80534.
2. **Lease Term.** The following printed provision in this Lease in Paragraph 1 is hereby deleted in its entirety:

"Subject to the other provisions herein contained, this lease shall remain in force for a term of three (3) years (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the leased premises, or lands pooled or unitized therewith, or as long as Operations, as defined below, are being conducted at the end of the primary term and are continuously prosecuted thereafter in accordance with Section 5 below. For purposes of this lease, a well completed for the production of coalbed methane gas shall be deemed to be producing gas under this lease at all times when dewatering of the coal seams from which the coalbed methane gas will be produced is occurring. The term "Operations" shall mean any activity conducted on or off the leased premises that is reasonably calculated to obtain or restore production on the leased premises or lands pooled or unitized therewith, including without limitation, (i) drilling and completing or any act preparatory to drilling and completing (such as testing, fracking, obtaining permits, surveying a drill site, staking a drill site, building roads, clearing a drill site, or hauling equipment or supplies); (ii) reworking, plugging back, deepening, treating, stimulating, refitting, installing any artificial lift or production-enhancement equipment or technique; (iii) constructing facilities related to the production, treatment, transportation and marketing of substances produced from the leased premises; (iv) contracting for marketing services and sale of oil or gas; and (v) construction of water disposal facilities and the physical movement of water produced from the leased premises. Operations shall be considered to be "continuously prosecuted" if not more than one hundred twenty (120) days elapses between (a) the cessation of Operations or the permanent cessation of all production from any cause, including a revision of unit boundaries pursuant to the provisions of this lease or the action of any governmental authority, and (b) either the commencement of Operations or the restoration of production. Operations shall be deemed to have commenced for a new well at such time as the construction of the wellsite location or the road which provides access to the wellsite location has been initiated."

Paragraphs 5 and 19 of the Lease are also deleted in their entirety. Paragraphs 5, 19, and the above-described provision are hereby replaced with the following:

"This Lease shall remain in force for a primary term of three (3) years from 12:00 A.M. March 20, 2023 (effective date) to 11:59 P.M. March 20, 2024 (last day of primary term) and shall continue beyond the primary term as to the entirety of the leased premises if one of the following "Operations" is satisfied on or before the end of the primary term: (i) actual drilling operations are commenced on the leased premises, or lands pooled or unitized therewith, in search of oil, gas, or their constituents, (ii) a well capable of production is located on the leased premises, or lands pooled or unitized therewith, or (iii) Lessee tenders to Lessor payment equal to the initial consideration (i.e., bonus) given for the execution of this Lease, whereby such payment shall extend the primary term of this Lease by an additional two (2) years. If, at the expiration of the primary term of this Lease, oil or gas is not being produced on the leased

premises, or lands pooled or unitized therewith, but Lessee is then engaged in drilling, re-working, completing, equipping, or dewatering operations thereon, then this Lease shall continue in force so long as such operations are being continuously prosecuted on the leased premises, or lands pooled or unitized therewith; and such operations shall be considered to be continuously prosecuted if not more than sixty (60) consecutive days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land, the production thereof should cease from any cause after the primary term, this Lease shall not terminate if Lessee commences additional drilling, completion, equipping, or re-working operations within sixty (60) days from the date of cessation of production, or from the date of completion of a dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this Lease, this Lease shall continue in force so long as oil or gas is produced from the leased premises, or lands pooled or unitized therewith."

3. **Royalty.** The printed provision in this Lease at Paragraph 2 is hereby deleted in its entirety, and replaced with the following:

"1st. To deliver to the credit of Lessor, free of cost, in the pipeline to which Lessee may connect wells on the Premises, the equal 20% part of all oil produced and saved from the leased premises.

2nd. The lessee shall pay lessor, as royalty, on gas, including casinghead gas or other gaseous substances, produced from the leased premises and sold or used off the premises or used in the manufacture of gasoline or other products, the market value at the well of twenty percent (20%) of the gas sold or used, provided that on gas sold the royalty shall be twenty percent (20%) of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. Price shall mean the net amount received by lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders.

3rd. In calculating royalties on production hereunder, Lessee may deduct Lessor's proportionate part of any ad valorem, production and excise taxes."

4th. Lessee shall make or cause to be made payment of any sum due as Royalty within ninety (90) days following the month of production for which the Royalty is due and owing.

4. **Market Enhancement Clause.** In the event lessee compresses, treats, purifies or dehydrates such gas (whether on or off the leased premises) or transports gas of the leased premises, lessee in computing royalty hereunder may not deduct from such price the actual charge incurred by lessee for each of such functions performed. However, if before the sale of the gas an unaffiliated third party compresses, treats, purifies, dehydrates, or processes such gas (whether on or off the leased premises) or transports gas off the leased premises, then Lessee shall pay Lessor a 20% royalty on the net proceeds received by lessee after accounting for such third party charges.
5. **Shut-In.** The printed provision in this Lease at Paragraph 6 is hereby deleted in its entirety and replaced with the following:

"If after the primary term one or more wells on the leased premises are capable of producing oil or gas or other substances covered hereby, but such well or wells are either shut in or production therefrom is not being sold by Lessee, and this Lease is not being held by production or otherwise under the Lease, such well or wells shall nevertheless be deemed to be producing for the purposes of maintaining this Lease. If for a period of sixty (60) consecutive days such well or wells are shut in or production therefrom is not sold by Lessee, including dewatering of coalbed gas, the Lessee shall pay an aggregate shut-in royalty of thirty dollars (\$30.00) per acre

then covered by this Lease, such payment to be made to Lessor on or before the anniversary date of this Lease next ensuing after the expiration of the said sixty (60) day period and thereafter on or before each anniversary of date of this Lease while the well or wells are shut in or production therefrom is not being sold by Lessee. Lessee shall have no right to maintain this Lease by payment of shut-in gas royalty for any one shut-in period greater than two (2) consecutive years.”

6. **Delay.** The printed provision in this Lease, Paragraph 15, is hereby deleted in its entirety and replaced with the following:

“Lessee’s obligations under this Lease shall be subject to all laws, rules, regulations and orders of any governmental authority having jurisdiction, including restrictions on the drilling and production of wells, and regulation of the price or transportation of oil, gas or other substance covered hereby. When operations or production are delayed or interrupted by such laws, rules, regulations or orders, or by fire, storm, flood, war, rebellion, insurrection or riot, within thirty (30) days of such delay Lessee shall notify Lessor of the delay in writing, at which point the time of such delay or interruption shall not be counted against Lessee relative to its obligations hereunder and this Lease shall remain in force during such delay and for ninety (90) days after the delay, notwithstanding anything in this Lease to the contrary. Lessee shall not be liable for breach of any provisions or implied covenants of this Lease when operations are so prevented or delayed.”

7. **Right to Redeem.** The printed provision in this Lease at Paragraph 16 is hereby deleted in its entirety and replaced with the following:

“Lessor hereby agrees that Lessee shall have the right to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of Lessor’s default of payment on said mortgages, taxes or other liens. If Lessee redeems any such mortgages, taxes or other liens, Lessee may recover any amount expended out of Lessor’s royalties or shut-in royalties.”

In addition to the foregoing amendments, the following provisions are added to this Lease:

1. **No Surface Operations Clause.** The parties hereto agree that Lessee shall not have the right to drill wells, construct pipelines, construct access roads and/or install any other facilities on the leased premises, nor shall Lessee have the right of ingress to or egress from the leased premises.
2. **No Storage Rights Clause.** Notwithstanding anything herein contained to the contrary, Lessee agrees that the leased premises shall not be used for the purpose of gas storage as defined by the Federal Energy Regulatory Commission. Any reference to gas storage contained in this Lease is hereby deleted. If Lessor wishes to enter into an agreement regarding gas storage using the leased premises with a third party, Lessor shall first give Lessee written notice of the identity of the third party, the price or the consideration for which the third party is prepared to offer, the effective date and closing date of the transaction and any other information respecting the transaction which Lessee believes would be material to the exercise of the offering. Lessor does hereby grant Lessee the first option and right to purchase the gas storage rights by matching and tendering to the Lessor any third party’s offering within 30 days of receipt of notice from Lessor.
3. **Oil & Gas Only.** Notwithstanding anything herein contained to the contrary, this Lease shall be deemed to cover only oil and gas and associated hydrocarbons produced through the wellbore.
4. **No Warranty of Title.** Notwithstanding anything herein contained to the contrary, this Lease is given and granted without warranty of title, express or implied.
5. **Disposal and Injection Wells.** The parties hereto agree that Lessee shall not have the right to drill, construct, or maintain disposal or injection wells on or under the leased premises.
6. **Retained Acreage.** Notwithstanding anything contained in this Lease to the contrary, at the expiration of the primary term, or upon the cessation of drilling, completion, equipping, or reworking operations

sufficient to maintain this Lease beyond the primary term in the absence of production, whichever is the later, this Lease shall automatically terminate and revert to Lessor, its successors and assigns, without re-entry, SAVE AND EXCEPT as to that portion of the leased premises, if any, that is then included in a drilling and spacing unit, wellbore spacing unit, or other unit approved by the governmental authority having jurisdiction. Within sixty (60) days after the date this Lease shall terminate, in whole or in part, as provided herein or in any other provision of this Lease, Lessee shall execute and deliver to Lessor an instrument of designation in recordable form acknowledging such termination and its release of the Lease as to the terminated acreage.

7. **Compliance Clause.** Lessee's operations on the leased premises shall comply with all applicable federal and state regulations.
8. **Hold Harmless Clause.** Lessee agrees it will protect and save and keep Lessor harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any laws or ordinances, whether occasioned by the neglect of Lessee or those holding under Lessee, and Lessee will at all times protect, indemnify and save and keep harmless the Lessor against and from any and all loss, damage or expense, including any injury to any person or property whomsoever or whatsoever arising out of or caused by Lessee or those holding under Lessee.
9. **Controlling Document.** All provisions of this Lease and Lease Addendum shall be interpreted together and in harmony with one another. The terms of the Lease Addendum shall govern when any provision of the Lease and Lease Addendum are inconsistent with one another or are in conflict.

LESSOR:

TOWN OF JOHNSTOWN, COLORADO

By: Matt LeceufName: MATT LECEUFIts: TOWN MANAGER

LESSEE:

PDC ENERGY, INC.

By: Paul WhisenandName: Paul WhisenandIts: Director of Land Operations

STATE OF Colorado)
) ss.
 COUNTY OF Weld)



The foregoing instrument was acknowledged before me this 20 day of MARCH, 2023, by Matt Leceuf, as TOWN MANAGER of TOWN OF JOHNSTOWN, on behalf of said town.

Rachel Blazek

Notary Public

My commission expires: 8.31.2026

STATE OF Co)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 9th day of March, 2023, by Paul Whisenand, as Director of Land Ops of PDC ENERGY, INC., a Delaware corporation, on behalf of said corporation.

Nicole D Healy
Notary Public

My commission expires: 9.27.26

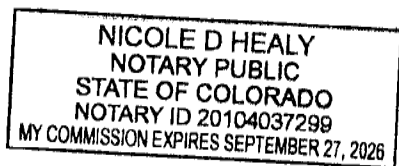


EXHIBIT "A"

This Exhibit is attached to that certain Paid Up Oil & Gas Lease dated ^{March} ~~February 20~~, 2023, between The Town of Johnstown, as Lessor and PDC Energy, Inc., as Lessee, for the purposes of providing the legal description of the premises in the lease.

Township 4 North - Range 67 West, 6th PM, Weld County, Colorado
Section 3, the following 2 Tracts:

Tract 1: 13.00 acres, more or less, described by metes and bounds in that certain Warranty Deed, dated March 14, 1963 from COLORADO ALFALFA PRODUCTS COMPANY to THE TOWN OF JOHNSTOWN, COLORADO, a municipal corporation, recorded at Reception No. 1405200, Weld County, Colorado.

Tract 2: 7.0001 acres, more or less, described by metes and bounds in that certain Warranty Deed, dated March 8, 1973 from COLORADO ALFALFA PRODUCTS COMPANY to THE TOWN OF JOHNSTOWN, COLORADO, a municipal corporation, recorded at Reception No. 1609103, Weld County, Colorado.

... Containing approximately 20.0001 gross acres

Township 4 North - Range 67 West
Section 4, the following 2 Parcels:

Parcel 1:

Lot 1, Block 1, Public Works Facility Subdivision, containing 1.4672 acres, more or less

Parcel 2:

Lots 1 through 6, Block 2, Great Western Addition, containing 0.4821 acres, more or less

Township 4 North - Range 67 West
Section 5:

Parcel 1:

Block 13 of Mary C Parish Addition according to the plat thereof dated 8/29/1925 and recorded at Reception No 469022, Weld County, Colorado, containing 2.21 acres, more or less.

Parcel 2:

The South 70 feet of Lot 8, Block 12 of Mary C Parish Addition according to the plat thereof dated 8/29/1925 and recorded at Reception No 469022, Weld County, Colorado, containing 0.0790 acres, more or less

Parcel 3:

The East 65 feet of Lots 4-6, Block 3 of First Addition to Parish Heights according to the plat thereof dated 9/3/1908 and recorded at Reception No 132170, Weld County, Colorado, containing 0.2240 acres, more or less

Parcel 4:

Lot 1, Being a Replat of Block 2, Map of Johnstown, Situated in the Southeast Quarter of Section 5, Township 4 North, Range 67 West of the 6th P.M., according to the plat thereof dated 8/20/2021 and recorded at Reception No 4749987, Town of Johnstown, County of Weld, Colorado, containing 0.06 acres, more or less

Parcel 5:

Lot 2, Being a Replat of Block 2, Map of Johnstown, Situated in the Southeast Quarter of Section 5, Township 4 North, Range 67 West of the 6th P.M., according to the plat thereof dated 8/20/2021 and recorded at Reception No 4749987, Town of Johnstown, County of Weld, State of Colorado, containing 0.169 acres, more or less

Parcel 6:

Lot 3, Being a Replat of Block 2, Map of Johnstown, Situated in the Southeast Quarter of Section 5, Township 4 North, Range 67 West of the 6th P.M., according to the plat thereof dated 8/20/2021 and recorded at Reception No 4749987, Town of Johnstown, County of Weld, State of Colorado, containing 0.726 acres, more or less

Township 4 North - Range 67 West

Section 8, the following two (2) Parcels:

Parcel 1:

2.0730 acres, more or less, situated in the NW/4 of Section 8, T4N R67W, 6th PM, Weld County Colorado, as described in that certain Warranty Deed dated 7/08/1985 from CHESTER T. HAYS to TOWN OF JOHNSTOWN, recorded at Reception No. 2018415 of the Weld County Clerk and Recorder's office.

Parcel 2:

A tract or parcel of land being more particularly described as follows:

Commencing at the Northeast corner of Section 8; Thence N 89°09'43" W, along the north line of the northeast quarter of Section 8, a distance of 34.81 feet to the northeast property corner as described in Reception No. 2893088 of the Weld County Clerk and Recorder's Office, said point being the TRUE POINT OF BEGINNING;

1. Thence N 89°09'43" W, continuing along the north line of the Northeast quarter of Section 8, a distance of 100.04 feet;

2. Thence S 0°51'23" E, parallel with the east line of the northeast quarter of Section 8, a distance of 60.03 feet;

3. Thence S 89°09'43" E, parallel with the north line of the northeast quarter of Section 8, a distance of 100.04 feet to the existing west right of way line of Parish Avenue (April, 2005);

4. Thence N 0°51'23" W, along said existing west right of way line of Parish Avenue, a distance of 60.03 feet, more or less, to the TRUE POINT OF BEGINNING.

The above described parcel contains 0.138 acres (6003 square feet), more or less.

Basis of Bearings: All bearings are based on a line connecting the N ¼ corner of Section 8, T04N-R67, 6th P.M. (2 ½" alum. cap in range box – LS 20676) and the NE corner of Section 8, (2 ½" alum. cap in range box – 20676) as bearing S 89°09'43" E.

SECOND AMENDMENT OF OIL AND GAS LEASE

STATE OF COLORADO §
 § **KNOW ALL MEN BY THESE PRESENT:**
COUNTY OF WELD §

This Second Amendment of Oil and Gas Lease ("Agreement") entered into this ____ day of ____ 202__, by Town of Johnstown whose address is P.O. Box 609, 101 W. Charlotte St., Johnstown, CO 80534, (herein referred to as "Lessor"), and PDC Energy, Inc., a Delaware Corporation, whose address is 1099 18th Street, Suite 1500, Denver, CO 80202 (herein referred to as "Lessee").

Recitals

AND WHEREAS, Town of Johnstown (Original Lessor) and PDC Energy, Inc. (Original Lessee) entered into that certain Amendment of Oil and Gas Lease (herein referred to as the "Amendment") dated November 12, 2024, but for all purposes effective as of March 20, 2023, (herein referred to as the "Effective Date"), recorded at Reception No. 4994038, of the Official Public Records of Weld County, Colorado; and

WHEREAS, said Lease burdens the following described lands (herein referred to as the "Lands"):

Township 4 North, Range 67 West of the 6th PM
Sections 3, 4, 5, 8 & 9: Those lands described on Exhibit A, attached hereto and made a part hereof.

...Containing approximately 34.8529 gross acres, more or less, and subject to all existing easements and rights of way of record...

WHEREAS, said Lease is now owned by PDC Energy, Inc.

Agreement

NOW THEREFORE, in consideration of the covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor(s) and Lessee do hereby agree, by the execution hereof, and do hereby modify and amend the lease as follows:

- 1. **Lease Amendment.** The Amendment shall be and is hereby modified and amended and as follows:
 - a. By deleting the gross acres of 34.8529 and replacing with gross acres of 34.5570.
 - b. By deleting Exhibit "A" - Addendum of the Lease and replacing it with Exhibit "A" - Addendum of this Amendment.
 - c. By deleting Exhibit "A" of the Lease and replacing it with Exhibit "A" of this Amendment.
 - d. **Ratification of Lease.** Lessor(s) and Lessee do hereby further ratify, adopt, and confirm the Lease as hereby amended, as a valid and subsisting Lease and the undersigned Lessor(s) do hereby grant, demise, lease, and let unto Lessee, the present owner of said Lease, the premises described above, subject to and in accordance with all of the terms and provisions of said Lease as hereby amended.
 - e. **Lease Remains in Effect.** Except as expressly modified and amended herein, the Lease shall remain in full force and effect as originally written and will continue to govern the rights and obligations of Lessor(s) and Lessee.
 - f. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of Lessor(s) and Lessee, and each of their respective heirs, legal representatives, successors and assigns.
 - g. **Multiple Counterparts.** This Agreement may be executed in any number of counterparts and shall be binding on each party executing the same to the same extent as if all parties had executed one instrument. Such counterparts may be recorded separately or may be combined to form one instrument for recording purposes.

Executed this _____ day of _____ 202__.

By: _____

Name: _____

Title: _____

STATE OF _____ §
§
COUNTY OF _____ §

Notary Public, State of _____
My Commission Expires: _____

TOWN OF JOHNSTOWN, COLORADO

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Exhibit "A"

ADDENDUM

This Addendum is attached to and by this reference made a part of that certain Oil & Gas Lease made the 20th day of March 2023 (the "Lease"), and effective as of March 20, 2023 (the "Effective Date"), by and between the Town of Johnstown, Colorado, as Lessor and PDC Energy, Inc., as Lessee.

In the event of a conflict or inconsistency between the printed terms of the Lease and the terms of this Addendum, the terms of this Addendum shall govern and control and shall be deemed to supersede the printed terms of the Lease.

1. **Lessor.** The Lessor is the Town of Johnstown, whose address is 450 S. Parish Ave., Johnstown, CO 80534.
2. **Lease Term.** The following printed provision in this Lease in Paragraph 1 is hereby deleted in its entirety:

"Subject to the other provisions herein contained, this lease shall remain in force for a term of three (3) years (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the leased premises, or lands pooled or unitized therewith, or as long as Operations, as defined below, are being conducted at the end of the primary term and are continuously prosecuted thereafter in accordance with Section 5 below. For purposes of this lease, a well completed for the production of coalbed methane gas shall be deemed to be producing gas under this lease at all times when dewatering of the coal seams from which the coalbed methane gas will be produced is occurring. The term "Operations" shall mean any activity conducted on or off the leased premises that is reasonably calculated to obtain or restore production on the leased premises or lands pooled or unitized therewith, including without limitation, (i) drilling and completing or any act preparatory to drilling and completing (such as testing, fracking, obtaining permits, surveying a drill site, staking a drill site, building roads, clearing a drill site, or hauling equipment or supplies); (ii) reworking, plugging back, deepening, treating, stimulating, refitting, installing any artificial lift or production-enhancement equipment or technique; (iii) constructing facilities related to the production, treatment, transportation and marketing of substances produced from the leased premises; (iv) contracting for marketing services and sale of oil or gas; and (v) construction of water disposal facilities and the physical movement of water produced from the leased premises. Operations shall be considered to be "continuously prosecuted" if not more than one hundred twenty (120) days elapses between (a) the cessation of Operations or the permanent cessation of all production from any cause, including a revision of unit boundaries pursuant to the provisions of this lease or the action of any governmental authority, and (b) either the commencement of Operations or the restoration of production. Operations shall be deemed to have commenced for a new well at such time as the construction of the wellsite location or the road which provides access to the wellsite location has been initiated."

Paragraphs 5 and 19 of the Lease are also deleted in their entirety. Paragraphs 5, 19, and the above-described provision are hereby replaced with the following:

"This Lease shall remain in force for a primary term of five (5) years from 12:00 A.M. March 20, 2023 (effective date) to 11:59 P.M. March 20, 2028 (last day of primary term) and shall continue beyond the primary term as to the entirety of the leased premises if one of

the following “Operations” is satisfied on or before the end of the primary term, on or off the leased premises that is reasonably calculated to obtain or restore production on the leased premises or lands pooled or unitized therewith: (i) actual drilling operations are commenced, in search of oil, gas, or their constituents, (ii) a well capable of production is completed, or (iii) at least ninety (90) days prior to the end of the primary term, Lessee tender to Lessor payment equal to the initial consideration (i.e., bonus) given for the execution of this Lease, whereby such payment shall extend the primary term of this Lease by an additional two (2) years. If, at the expiration of the primary term of this Lease, oil or gas is not being produced on the leased premises, or lands pooled or unitized therewith, but Lessee is then engaged in drilling, re-working, completing, equipping, or dewatering operations on or off the leased premises that is reasonably calculated to obtain or restore production on the leased premises or lands pooled or unitized therewith, then this Lease shall continue in force so long as such operations are being continuously prosecuted on the leased premises, or lands pooled or unitized therewith; and such operations shall be considered to be continuously prosecuted if not more than ninety (90) consecutive days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land, the production thereof should cease from any cause after the primary term, this Lease shall not terminate if Lessee commences additional drilling, completion, equipping, or re-working operations within ninety (90) days from the date of cessation of production, or from the date of completion of a dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this Lease, this Lease shall continue in force so long as oil or gas is produced from the leased premises, or lands pooled or unitized therewith.”

3. **Royalty.** The printed provision in this Lease at Paragraph 2 is hereby deleted in its entirety, and replaced with the following:

“1st. To deliver to the credit of Lessor, free of cost, in the pipeline to which Lessee may connect wells on the Premises, the equal 20% part of all oil produced and saved from the leased premises.

2nd. The lessee shall pay lessor, as royalty, on gas, including casinghead gas or other gaseous substances, produced from the leased premises and sold or used off the premises or used in the manufacture of gasoline or other products, the market value at the well of twenty percent (20%) of the gas sold or used, provided that on gas sold the royalty shall be twenty percent (20%) of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. Price shall mean the net amount received by lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders.

3rd. In calculating royalties on production hereunder, Lessee may deduct Lessor’s proportionate part of any ad valorem, production and excise taxes.”

4th. Lessee shall make or cause to be made payment of any sum due as Royalty within ninety (90) days following the month of production for which the Royalty is due and owing.

4. **Post-Production Costs.** In the event lessee compresses, treats, purifies or dehydrates such gas (whether on or off the leased premises) or transports gas of the leased premises, lessee in computing royalty hereunder may not deduct from such price the actual charge incurred by lessee for each of such functions performed. However, if an unaffiliated third party compresses, treats, purifies, dehydrates, or processes such gas (whether on or off the leased premises) or transports gas off the leased premises, then Lessee shall pay Lessor a 20% royalty on the net proceeds received by lessee after accounting for such third party charges.

5. **Shut-In.** The printed provision in this Lease at Paragraph 6 is hereby deleted in its entirety and replaced with the following:

“If after the primary term one or more wells on the leased premises are capable of producing oil or gas or other substances covered hereby, but such well or wells are either shut in or production therefrom is not being sold by Lessee, and this Lease is not being held by production or otherwise under the Lease, such well or wells shall nevertheless be deemed to be producing for the purposes of maintaining this Lease. If for a period of sixty (60) consecutive days such well or wells are shut in or production therefrom is not sold by Lessee, including dewatering of coalbed gas, the Lessee shall pay an aggregate shut-in royalty of thirty dollars (\$30.00) per acre then covered by this Lease, such payment to be made to Lessor on or before the anniversary date of this Lease next ensuing after the expiration of the said sixty (60) day period and thereafter on or before each anniversary of date of this Lease while the well or wells are shut in or production therefrom is not being sold by Lessee. Lessee shall have no right to maintain this Lease by payment of shut-in gas royalty for any one shut-in period greater than two (2) consecutive years.”

6. **Delay.** The printed provision in this Lease, Paragraph 15, is hereby deleted in its entirety and replaced with the following:

“All covenants and conditions of this Lease shall be subject to all laws, rules, regulations and orders of any governmental authority having jurisdiction, including restrictions on the drilling and production of wells, and regulation of the price or transportation of oil, gas or other substance covered hereby. When operations or production are delayed or interrupted by such laws, rules, regulations or orders, or by fire, storm, flood, war, rebellion, insurrection or riot, within thirty (30) days of such delay Lessee shall notify Lessor of the delay in writing, at which point the time of such delay or interruption shall not be counted against Lessee relative to any covenants or conditions hereunder and this Lease shall remain in force during such delay and for ninety (90) days after the end of the delay, notwithstanding anything in this Lease to the contrary. Lessee shall not be liable for breach of any provisions, conditions, or implied covenants of this Lease when operations are so prevented or delayed.”

7. **Right to Redeem.** The printed provision in this Lease at Paragraph 16 is hereby deleted in its entirety and replaced with the following:

“Lessor hereby agrees that Lessee shall have the right to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of Lessor’s default of payment on said mortgages, taxes or other liens. If Lessee redeems any such mortgages, taxes or other liens, Lessee may recover any amount expended out of Lessor’s royalties or shut-in royalties.”

In addition to the foregoing amendments, the following provisions are added to this Lease:

1. **No Surface Operations Clause.** The parties hereto agree that Lessee shall not have the right to drill wells, construct pipelines, construct access roads and/or install any other facilities on the leased premises, nor shall Lessee have the right of ingress to or egress from the leased premises.
2. **No Storage Rights Clause.** Notwithstanding anything herein contained to the contrary, Lessee agrees that the leased premises shall not be used for the purpose of gas storage as defined by the Federal Energy Regulatory Commission. Any reference to gas storage contained in this Lease is hereby deleted. If Lessor wishes to enter into an agreement regarding gas storage using the leased premises with a third party, Lessor shall first give Lessee written notice of the identity of the third party, the price or the consideration for which the third party is prepared to offer, the effective date and closing date of the transaction and any other information respecting the transaction which Lessee believes would be material to the exercise of the offering. Lessor does hereby grant Lessee the first option and right to purchase the gas storage rights by matching and tendering to the Lessor any third party's offering within 30 days of receipt of notice from Lessor.
3. **Oil & Gas Only.** Notwithstanding anything herein contained to the contrary, this Lease shall be deemed to cover only oil and gas and associated hydrocarbons produced through the wellbore.
4. **No Warranty of Title.** Notwithstanding anything herein contained to the contrary, this Lease is given and granted without warranty of title, express or implied.
5. **Disposal and Injection Wells.** The parties hereto agree that Lessee shall not have the right to drill, construct, or maintain disposal or injection wells on or under the leased premises.
6. **Retained Acreage.** Notwithstanding anything contained in this Lease to the contrary, at the expiration of the primary term, or upon the cessation of drilling, completion, equipping, or reworking operations sufficient to maintain this Lease beyond the primary term in the absence of production, whichever is the later, this Lease shall automatically terminate and revert to Lessor, its successors and assigns, without re-entry, SAVE AND EXCEPT as to that portion of the leased premises, if any, that is then included in a drilling and spacing unit, wellbore spacing unit, or other unit approved by the governmental authority having jurisdiction. Within sixty (60) days after the date this Lease shall terminate, in whole or in part, as provided herein or in any other provision of this Lease, Lessee shall execute and deliver to Lessor an instrument of designation in recordable form acknowledging such termination and its release of the Lease as to the terminated acreage.
7. **Compliance Clause.** Lessee's operations on the leased premises shall comply with all applicable federal and state regulations.
8. **Hold Harmless Clause.** Lessee agrees it will protect and save and keep Lessor harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any laws or ordinances, occasioned by the neglect of Lessee, and Lessee will at all times protect, indemnify and save and keep harmless the Lessor against and from any and all loss, damage or expense, including any injury to any person or property whomsoever or whatsoever arising out of or caused by Lessee.
9. **Controlling Document.** All provisions of this Lease and Lease Addendum shall be interpreted together and in harmony with one another. The terms of the Lease Addendum shall govern when any provision of the Lease and Lease Addendum are inconsistent with one another or are in conflict.
10. **Notice of Assignment.** Not less than thirty (30) days from and after any assignment of this Lease, Lessee shall provide written notice to Lessor of the assignment and the contact information for the subsequent Lessee.

EXHIBIT "A"

This Exhibit is attached to that certain Paid-Up Oil & Gas Lease dated March 20th, 2023, between The Town of Johnstown, as Lessor and PDC Energy, Inc., as Lessee, for the purposes of providing the legal description of the premises in the lease.

Township 4 North - Range 67 West, 6th PM, Weld County, Colorado
Section 3, the following two (2) parcels:

Parcel 1

13.00 acres, more or less, described by metes and bounds in that certain Warranty Deed, dated March 14, 1963, from COLORADO ALFALFA PRODUCTS COMPANY to THE TOWN OF JOHNSTOWN, COLORADO, a municipal corporation, recorded at Reception No. 1405200, Weld County, Colorado.

Parcel 2

7.0001 acres, more or less, described by metes and bounds in that certain Warranty Deed, dated March 8, 1973, from COLORADO ALFALFA PRODUCTS COMPANY to THE TOWN OF JOHNSTOWN, COLORADO, a municipal corporation, recorded at Reception No. 1609103, Weld County, Colorado.

. . . Containing approximately 20.0001 gross acres, more or less

Township 4 North - Range 67 West
Section 4, the following two (2) Parcels:

Parcel 1:

Lot 1, Block 1, Public Works Facility Subdivision, containing 1.9819 acres, more or less

Parcel 2:

Lots 1 through 6, Block 2, Great Western Addition, containing 0.8200 acres, more or less

Township 4 North - Range 67 West
Section 5, the following seven (7) parcels:

Parcel 1:

Block 13 of Mary C Parish Addition according to the plat thereof dated 8/29/1925 and recorded at Reception No 469022, Weld County, Colorado, containing 3.0540 acres, more or less.

Parcel 2:

The South 70 feet of Lot 8, Block 12 of Mary C Parish Addition according to the plat thereof dated 8/29/1925 and recorded at Reception No 469022, Weld County, Colorado, containing 0.2655 acres, more or less

Parcel 3:

The East 65 feet of Lots 4-6, Block 3 of First Addition to Parish Heights according to the plat thereof dated 9/3/1908 and recorded at Reception No 132170, Weld County, Colorado, containing 0.4159 acres, more or less

Parcel 4:

The West 10 feet of Lot 5, Block 4, Mary C. Parish Addition to the Town of Johnstown as reflected on the map recorded at Reception No. 469022 on September 14, 1925, being a part of the NW/4SE/4 of Section 5, T4N, R67W, 6th P.M., containing 0.1203 acres, more or less

Parcel 5:

The North 35 feet of Lots 1 through 11, Block 1, Second Addition to Parish Heights, as reflected on map recorded at Reception No. 333967 on August 30, 1920, being part of the S/2SE/4 of Section 5, T4N, R67W, 6th P.M., containing 0.6858 acres, more or less

Parcel 6:

Lots 7 and 8, Block 2, Johnstown, as reflected on the map recorded at Reception No. 87419 on November 8, 1902, being part of the S/2SE/4 of Section 5, T4N, R67W, 6th P.M., containing 0.1569 acres, more or less

Parcel 8:

The South 50 feet of Lot 9, Block 2, Johnstown, as reflected on the map recorded at Reception No. 87419 on November 8, 1902, being part of the S/2SE/4 of Section 5, T4N, R67W, 6th P.M., containing 0.0996 acres, more or less

Township 4 North - Range 67 West

Section 8, the following three (3) Parcels:

Parcel 1:

A tract or parcel of land being more particularly described as follows:

Commencing at the Northeast corner of Section 8; Thence N 89°09'43" W, along the north line of the northeast quarter of Section 8, a distance of 34.81 feet to the northeast property corner as described in Reception No. 2893088 of the Weld County Clerk and Recorder's Office, said point being the TRUE POINT OF BEGINNING;

1. Thence N 89°09'43" W, continuing along the north line of the Northeast quarter of Section 8, a distance of 100.04 feet;
2. Thence S 0°51'23" E, parallel with the east line of the northeast quarter of Section 8, a distance of 60.03 feet;
3. Thence S 89°09'43" E, parallel with the north line of the northeast quarter of Section 8, a distance of 100.04 feet to the existing west right of way line of Parish Avenue (April, 2005);
4. Thence N 0°51'23" W, along said existing west right of way line of Parish Avenue, a distance of 60.03 feet, more or less, to the TRUE POINT OF BEGINNING.

The above-described parcel contains 0.138 acres (6003 square feet), more or less.

Basis of Bearings: All bearings are based on a line connecting the N ¼ corner of Section 8, T04N-R67, 6th P.M. (2 ½" alum. cap in range box – LS 20676) and the NE corner of Section 8, (2 ½" alum. cap in range box – 20676) as bearing S 89°09'43" E.

Parcel 2:

Lot 1, Block 1, Johnstown Farms Filing No. 1 as depicted in that plat recorded at Reception No. 2974635 on August 2, 2002, located in the S/2NE/4 of Section 8, T4N, R67W, 6th P.M., containing 3.7991 acres, more or less

Parcel 3:

The North 250 feet of Lot 1 Block 2, Johnstown Farms Filing No. 1 as depicted in that plat recorded at Reception No. 2974635 on August 2, 2002, located in the SE/4NE/4 of Section 8, T4N, R67W, 6th P.M., containing 2.2798 acres, more or less

Parcel 4:

That part of the S/2NE/4 of Section 8, T4N, R67W, 6th P.M., described as follows: Beginning at the Northeast corner of the S/2 of the NE/4 of said Section 8; thence West 250 feet; thence South 70 feet; thence East 250 feet; thence North 70 feet to the place of beginning, containing 0.4015 acres, more or less

Township 4 North - Range 67 West

Section 9, the following parcel:

Parcel 1:

Lots 5 and 6, Johnstown Colony, as depicted in that Plat recorded at Reception No. 708516 on March 23, 1935, located in the NW/4NW/4 of Section 9, T4N, R67W, 6th P.M., containing 0.3386 acres, more or less



November 4, 2025

Town of Johnstown
P.O. Box 609, 101 W. Charlotte St.
Johnstown, CO 80534

**RE: Request for Second Amendment of Oil and Gas Lease related to:
Paid-up Oil and Gas Lease at Rec. No. 4892233 ("subject lease")**

Dear Lessor,

Upon review of the subject lease, PDC Energy, Inc. ("PDC") would like to request an Second Amendment of Oil and Gas Lease ("Amendment") related to the following items:

1. Revise the lease to correct the legal description.
2. Revise the lease to reflect a term length of five (5) years from March 20, 2023, to March 20, 2028.

Enclosed is the proposed Amendment for your review. If acceptable, kindly execute same in the presence of a notary public. Keep one original for your records and return one to the undersigned in the enclosed

envelope along with the completed Order for Payment. Upon receipt PDC shall review and confirm your ownership. Upon ownership confirmation and final management approval PDC shall forward a check for the applicable bonus payment in full in the amount of \$3,500.00 per mineral acre.

For purposes of this Amendment request, PDC has agreed to reimburse Lessor its actual, reasonable legal fees actually incurred in the preparation, drafting, and negotiation of the Amendment, which are not to exceed an amount equal to \$2,500.00. A copy of the attorney's invoice, itemized and reasonably detailed, can be provided to PDC together with a written request for reimbursement of such attorney's fees actually incurred. On approval of said attorney invoice and in no event prior to Town of Johnstown's execution of this letter and the Amendment, PDC will make payment to Town of Johnstown by check within thirty (30) business days of receipt of invoice. Payment is deemed complete upon mailing or dispatch. Please acknowledge your consent to this letter by signing and dating below.

Your prompt return of the enclosed instruments will be greatly appreciated. Please do not hesitate to contact me with any questions or concerns at (817) 550-3756, or by e-mail at shane.garza@pdce.com or contact Seth Even at (303) 860-5800 or by email at setheven@chevron.com.

Kind Regards,

Shane Garza
Shane Garza
Consulting Landman for PDC Energy, Inc.

I/we recognize the attorney fee reimbursement structure, and I/we consent to those terms.



LESSOR(S):

TOWN OF JOHNSTOWN, COLORADO

By: _____

Name: _____

Title: _____

Date: _____

PDC ENERGY, INC.

By: _____

Name: _____

Title: _____

Date: _____

ORDER FOR PAYMENT

Subject to the expiration date noted below, PDC Energy, Inc., a Delaware corporation (“PDC”), promises to pay to the order of Town of Johnstown (“Lessor”), whose mailing address is P.O. Box 609, Johnstown, CO 80534, a one-time bonus payment in the amount of \$117,169.50. PDC shall make the payment within sixty (60) days of receipt of all of the following complete and executed documents: (i) mutually agreed Second Amendment to Oil and Gas Lease between PDC and Lessor dated November 4, 2025, (the “Lease”); (ii) this Order For Payment; (iii) the W-9 form; and (iv) the Vendor Taxability Assessment Form. Any documents that are missing signatures, illegible, contain discrepancies or otherwise require revision, will not be considered complete. The time period for payment above does not begin until receipt of all complete and executed documents by PDC.

The bonus payment amount is subject to proportionate reduction in the event that Lessor owns a lesser mineral interest in the lands described below. Should the bonus payment be reduced, PDC shall send a revised Order For Payment to Lessor for execution.

The payment of \$117,169.50 is equal to 100% of the total bonus. This amount is based upon Lessor’s ownership of 33.4770 net mineral acres at \$3,500.00 per net mineral acre and covers the following described lands in Weld County, Colorado:

Township 4 North - Range 67 West, 6th PM, Weld County, Colorado
Section 3, the following two (2) parcels:

Parcel 1

13.00 acres, more or less, described by metes and bounds in that certain Warranty Deed, dated March 14, 1963, from COLORADO ALFALFA PRODUCTS COMPANY to THE TOWN OF JOHNSTOWN, COLORADO, a municipal corporation, recorded at Reception No. 1405200, Weld County, Colorado.

Parcel 2

Tract 2: 7.0001 acres, more or less, described by metes and bounds in that certain Warranty Deed, dated March 8, 1973, from COLORADO ALFALFA PRODUCTS COMPANY to THE TOWN OF JOHNSTOWN, COLORADO, a municipal corporation, recorded at Reception No. 1609103, Weld County, Colorado.

... Containing approximately 20.0001 gross acres, more or less

Township 4 North - Range 67 West
Section 4, the following two (2) Parcels:

Parcel 1:

Lot 1, Block 1, Public Works Facility Subdivision, containing 1.9819 acres, more or less

Parcel 2:

Lots 1 through 6, Block 2, Great Western Addition, containing 0.8200 acres, more or less

Township 4 North - Range 67 West
Section 5, the following seven (7) parcels:

Parcel 1:

Block 13 of Mary C Parish Addition according to the plat thereof dated 8/29/1925 and recorded at Reception No 469022, Weld County, Colorado, containing 3.0540 acres, more or less.

Parcel 2:

The South 70 feet of Lot 8, Block 12 of Mary C Parish Addition according to the plat thereof dated 8/29/1925 and recorded at Reception No 469022, Weld County, Colorado, containing 0.2655 acres, more or less

Parcel 3:

The East 65 feet of Lots 4-6, Block 3 of First Addition to Parish Heights according to the plat thereof dated 9/3/1908 and recorded at Reception No 132170, Weld County, Colorado, containing 0.4159 acres, more or less

Parcel 4:

The West 10 feet of Lot 5, Block 4, Mary C. Parish Addition to the Town of Johnstown as reflected on the map recorded at Reception No. 469022 on September 14, 1925, being a part of the NW/4SE/4 of Section 5, T4N, R67W, 6th P.M., containing 0.1203 acres, more or less

Parcel 5:

The North 35 feet of Lots 1 through 11, Block 1, Second Addition to Parish Heights, as reflected on map recorded at Reception No. 333967 on August 30, 1920, being part of the S/2SE/4 of Section 5, T4N, R67W, 6th P.M., containing 0.6858 acres, more or less

Parcel 6:

Lots 7 and 8, Block 2, Johnstown, as reflected on the map recorded at Reception No. 87419 on November 8, 1902, being part of the S/2SE/4 of Section 5, T4N, R67W, 6th P.M., containing 0.1569 acres, more or less

Parcel 7:

The South 50 feet of Lot 9, Block 2, Johnstown, as reflected on the map recorded at Reception No. 87419 on November 8, 1902, being part of the S/2SE/4 of Section 5, T4N, R67W, 6th P.M., containing 0.0996 acres, more or less

Township 4 North - Range 67 West

Section 8, the following four (4) Parcels:

Parcel 1:

A tract or parcel of land being more particularly described as follows:

Commencing at the Northeast corner of Section 8; Thence N 89°09'43" W, along the north line of the northeast quarter of Section 8, a distance of 34.81 feet to the northeast property corner as described in Reception No. 2893088 of the Weld County Clerk and Recorder's Office, said point being the TRUE POINT OF BEGINNING;

1. Thence N 89°09'43" W, continuing along the north line of the Northeast quarter of Section 8, a distance of 100.04 feet;
2. Thence S 0°51'23" E, parallel with the east line of the northeast quarter of Section 8, a distance of 60.03 feet;
3. Thence S 89°09'43" E, parallel with the north line of the northeast quarter of Section 8, a distance of 100.04 feet to the existing west right of way line of Parish Avenue (April, 2005);
4. Thence N 0°51'23" W, along said existing west right of way line of Parish Avenue, a distance of 60.03 feet, more or less, to the TRUE POINT OF BEGINNING.

The above-described parcel contains 0.138 acres (6003 square feet), more or less.

Basis of Bearings: All bearings are based on a line connecting the N ¼ corner of Section 8, T04N-R67, 6th P.M. (2 ½" alum. cap in range box – LS 20676) and the NE corner of Section 8, (2 ½" alum. cap in range box – 20676) as bearing S 89°09'43" E.

Parcel 2:

Lot 1, Block 1, Johnstown Farms Filing No. 1 as depicted in that plat recorded at Reception No. 2974635 on August 2, 2002, located in the S/2NE/4 of Section 8, T4N, R67W, 6th P.M., containing 3.7991 acres, more or less

Parcel 3:

The North 250 feet of Lot 1 Block 2, Johnstown Farms Filing No. 1 as depicted in that plat recorded at Reception No. 2974635 on August 2, 2002, located in the SE/4NE/4 of Section 8, T4N, R67W, 6th P.M., containing 2.2798 acres, more or less

Parcel 4:
That part of the S/2NE/4 of Section 8, T4N, R67W, 6th P.M., described as follows: Beginning at the Northeast corner of the S/2 of the NE/4 of said Section 8; thence West 250 feet; thence South 70 feet; thence East 250 feet; thence North 70 feet to the place of beginning, containing 0.4015 acres, more or less

Township 4 North - Range 67 West
Section 9, the following parcel:

Parcel 1:
Lots 5 and 6, Johnstown Colony, as depicted in that Plat recorded at Reception No. 708516 on March 23, 1935, located in the NW/4NW/4 of Section 9, T4N, R67W, 6th P.M., containing 0.3386 acres, more or less

No default shall be declared for failure to make payment until 30 (thirty) days after receipt of written notice from Lessor of intention to declare such default, and then only if PDC fails to remedy the alleged breach or default within such period. This Order For Payment shall be the obligation of PDC and PDC’s successors and assigns.

This Order For Payment shall expire unless Lessor returns an executed copy to PDC within 60 days of receipt.

PDC ENERGY, INC.:

Shane Garza
Shane Garza
Consulting Landman
Dated: November 4, 2025

Lessor: Town of Johnstown

Signature: _____

Printed Name: _____

Title: _____

SECOND AMENDMENT OF OIL AND GAS LEASE

STATE OF COLORADO § § KNOW ALL MEN BY THESE
PRESENT:

COUNTY OF Weld § WELD §

This Second Amendment of Oil and Gas Lease ~~("Agreement")~~ entered into this 21 day of October 2024, 2025, by Town of Johnstown whose address is P.O. Box 609, 101 W. Charlotte St., Johnstown, CO 80534, (herein referred to as ~~"Lessor";~~), and PDC Energy, Inc., a Delaware Corporation, whose address is 1099 18th Street, Suite 1500, Denver, CO 80202 (herein referred to as ~~"Lessee";~~).

Recitals

AND WHEREAS, Town of Johnstown (Original Lessor) and PDC Energy, Inc. (Original Lessee) entered into that certain ~~Paid-Up~~ Amendment of Oil and Gas Lease (herein referred to as the ~~"Lease";~~ "Amendment") dated November 12, 2024, but for all purposes effective as of March 20, 2023, (herein referred to as the ~~"Effective Date";~~), recorded at Reception No. ~~4892233~~ 4994038, of the Official Public Records of Weld County, Colorado; and

WHEREAS, said Lease burdens the following described lands (herein referred to as the "Lands"):

Township 4 North, Range 67 West of the 6th PM

Sections 3, 4, 5 & 8: & 9: Those lands described on Exhibit A, attached hereto and made a part hereof.

~~....~~ Containing approximately ~~27.6293~~ 34.8529 gross acres, more or less, and subject to all existing easements and rights of way of record ~~....~~

WHEREAS, said Lease is now owned by PDC Energy, Inc.

Agreement

 NOW THEREFORE, in consideration of the covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor(s) and Lessee do hereby agree, by the execution hereof, and do hereby modify and amend the lease as follows:

1. **Lease Amendment.** The ~~Lease~~ Amendment shall be and is hereby modified and amended and as follows:
 - a. By deleting the gross acres of ~~27.6293~~ 34.8529 and replacing with gross acres of ~~34.8529~~ 1555.
 - b. By deleting Exhibit ~~"A"~~ - Addendum of the Lease and replacing it with Exhibit ~~"A"~~ - Addendum of this Amendment.
 - c. By deleting Exhibit ~~"A"~~ of the Lease and replacing it with Exhibit ~~"A"~~ of this Amendment.
 - d. **Ratification of Lease.** Lessor(s) and Lessee do hereby further ratify, adopt, and confirm the Lease as hereby amended, as a valid and subsisting Lease and the undersigned Lessor(s) do hereby grant, demise, lease, and let unto Lessee, the present owner of said Lease, the premises described above, subject to and in accordance with all of the terms and provisions of said Lease as hereby amended.

- e. **Lease Remains in Effect.** Except as expressly modified and amended herein, the Lease shall remain in full force and effect as originally written and will continue to govern the rights and obligations of Lessor(s) and Lessee.
- f. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of Lessor(s) and Lessee, and each of their respective heirs, legal representatives, successors and assigns.
- g. **Multiple Counterparts.** This Agreement may be executed in any number of counterparts and shall be binding on each party executing the same to the same extent as if all parties had executed one instrument. Such counterparts may be recorded separately or may be combined to form one instrument for recording purposes.

All amendments to the Lease outlined in this Agreement are to be effective as March 20, 2023.

Executed this _____ day of _____, 2024, _____ day of _____, 2024.

PDC ENERGY, INC. _____

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____ §

_____ §

COUNTY OF _____ §

_____ This instrument was acknowledged before
my this _____ day of _____, 20____
_____ by
_____ as _____ of **PDC Energy, Inc.**,
a Delaware corporation, on behalf of such corporation.
(SEAL) _____

Notary Public, State of _____
My Commission Expires: _____

LESSOR(S):

TOWN OF **JOHNSTOWN**, CO. OF **JOHNSTOWN, COLORADO**

By: _____

Name: **John P. [Signature]**

Title: **Manager**

ACKNOWLEDGMENT

STATE OF _____ §
_____ §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ his/her free act and deed for the purposes set forth hereinabove.

(SEAL)

Notary Public, State of _____
My Commission Expires: _____

By: _____

Name: _____

Title: _____

ADDENDUM

This Addendum is attached to and by this reference made a part of that certain Oil & Gas Lease made the 20th day of March 2023 (the "Lease"), and effective as of March 20, 2023 (the "Effective Date"), by and between the Town of Johnstown, Colorado, as Lessor and PDC Energy, Inc., as Lessee.

In the event of a conflict or inconsistency between the printed terms of the Lease and the terms of this Addendum, the terms of this Addendum shall govern and control and shall be deemed to supersede the printed terms of the Lease.

1. **Lessor.** The Lessor is the Town of Johnstown, whose address is 450 S. Parish Ave., Johnstown, CO 80534.
2. **Lease Term.** The following printed provision in this Lease in Paragraph 1 is hereby deleted in its entirety:

"Subject to the other provisions herein contained, this lease shall remain in force for a term of three (3) years (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the leased premises, or lands pooled or unitized therewith, or as long as Operations, as defined below, are being conducted at the end of the primary term and are continuously prosecuted thereafter in accordance with Section 5 below. For purposes of this lease, a well completed for the production of ~~coal~~ bedcoalbed methane gas shall be deemed to be producing gas under this lease at all times when dewatering of the coal seams from which the coalbed methane gas will be produced is occurring. The term "Operations" shall mean any activity conducted on or off the leased premises that is reasonably calculated to obtain or restore production on the leased premises or lands pooled or unitized therewith, including without limitation, (i) drilling and completing or any act preparatory to drilling and completing (such as testing, fracking, obtaining permits, surveying a drill site, staking a drill site, building roads, clearing a drill site, or hauling equipment or supplies); (ii) reworking, plugging back, deepening, treating, stimulating, refitting, installing any artificial lift or production-enhancement equipment or technique; (iii) constructing facilities related to the production, treatment, transportation and marketing of substances produced from the leased premises; (iv) contracting for marketing services and sale of oil or gas; and (v) construction of water disposal facilities and the physical movement of water produced from the leased premises. Operations shall be considered to be "continuously prosecuted" if not more than one hundred twenty (120) days elapses between (a) the cessation of Operations or the permanent cessation of all production from any cause, including a revision of unit boundaries pursuant to the provisions of

this lease or the action of any governmental authority, and (b) either the commencement of Operations or the restoration of production. Operations shall be deemed to have commenced for a new well at such time as the construction of the wellsite location or the road which provides access to the wellsite location has been initiated~~."~~

Paragraphs 5 and 19 of the Lease are also deleted in their entirety. Paragraphs 5, 19, and the above-described provision are hereby replaced with the following:

~~"~~"This Lease shall remain in force for a primary term of ~~three~~ (3 five (5)) years from 12:00 A.M. March 20, 2023 (effective date) to 11:59 P.M. March 20, 20262028 (last day of primary term) and shall continue beyond the primary term as to the entirety of the leased premises if

one of the following ~~“Operations”~~ is satisfied on or before the end of the primary term, on or off the leased premises that is reasonably calculated to obtain or restore production on the leased premises or lands pooled or unitized therewith: (i) actual drilling operations are commenced, in search of oil, gas, or their constituents, (ii) a well capable of production is completed, or (iii) at least ninety (90) days prior to the end of the primary term, Lessee tender to Lessor payment equal to the initial consideration (i.e., bonus) given for the execution of this Lease, whereby such payment shall extend the primary term of this Lease by an additional two (2) years. If, at the expiration of the primary term of this Lease, oil or gas is not being ~~produced on~~ ~~the leased~~ ~~premises~~, or lands pooled or unitized therewith, but Lessee is then engaged in drilling, re-working, completing, equipping, or dewatering operations on or off the leased premises that is reasonably calculated to obtain or restore production on the leased premises or lands pooled or unitized therewith, then this Lease shall continue in force so long as such operations are being continuously prosecuted on the leased premises, or lands pooled or unitized therewith; and such operations shall be considered to be continuously prosecuted if not more than ninety

(90) consecutive days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land, the production thereof should cease from any cause after the primary term, this Lease shall not terminate if Lessee commences additional drilling, completion, equipping, or re-working operations within ninety (90) ~~days~~ ~~days~~ from the date of cessation of production, or from the date of completion of a dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this Lease, this Lease shall continue in force so long as oil or gas is produced from the leased premises, or lands pooled or unitized therewith~~.”~~

3. **Royalty.** The printed provision in this Lease at Paragraph 2 is hereby deleted in its entirety, and replaced with the following:

~~QGL Amendment – Gross Acres, Addendum and Exhibit A~~
~~Approved 9-16-2021~~

"1st. To deliver to the credit of Lessor, free of cost, in the pipeline to which Lessee may connect wells on the Premises, the equal 20% part of all oil produced and saved from the leased premises.

2nd. The lessee shall pay lessor, as royalty, on gas, including casinghead gas or other gaseous substances, produced from the leased premises and sold or used off the premises or used in the manufacture of gasoline or other products, the market value at the well of twenty percent (20%) of the gas sold or used, provided that on gas sold the royalty shall be twenty percent (20%) of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. Price shall mean the net amount received by lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders.

3rd. In calculating royalties on production hereunder, Lessee may deduct ~~Lessor's~~Lessor's proportionate part of any ad valorem, production and excise taxes."."

4th. Lessee shall make or cause to be made payment of any sum due as Royalty within ninety (90) days following the month of production for which the Royalty is due and owing.

4. **Post-Production Costs.** In the event lessee compresses, treats, purifies or dehydrates such gas (whether on or off the leased premises) or transports gas of the leased premises, lessee in computing royalty hereunder may not deduct from such price the actual charge incurred by lessee for each of such functions ~~performed~~**performed**. However, if an unaffiliated third party compresses, treats, purifies, dehydrates, or processes such gas (whether on or off the leased premises) or transports gas off the leased premises, then Lessee shall pay Lessor a 20% royalty on the net proceeds received by lessee after accounting for such third party charges.
5. **Shut-In.** The printed provision in this Lease at Paragraph 6 is hereby deleted in its entirety and replaced with the following:

~~"~~**"**If after the primary term one or more wells on the leased premises are capable of producing oil or gas or other substances covered hereby, but such well or wells are either shut in or production therefrom is not being sold by Lessee, and this Lease is not being held by production or otherwise under the Lease, such well or wells shall nevertheless be deemed to be producing for the purposes of maintaining this Lease. ~~if for~~**If for** a period of sixty (60) consecutive days such well or wells are shut in or production therefrom is not sold by Lessee, including dewatering of coalbed gas, the Lessee shall pay an aggregate shut-in royalty of thirty dollars (\$30.00) per acre then covered by this Lease, such payment to be made to Lessor on or before the anniversary date of this Lease next ensuing after the expiration of the said sixty (60) day period and thereafter on or before each anniversary of date of this Lease while the well or wells are shut in or production therefrom is not being sold by Lessee. Lessee shall have no right to maintain this Lease by payment ~~of shut-in~~**of shut**-in gas royalty for any one shut-in period greater than two (2) consecutive years.~~"~~**"**

6. **Delay.** The printed provision in this Lease, Paragraph 15, is hereby deleted in its entirety and replaced with the following:

"

"All covenants and conditions of this Lease shall be subject to all laws, rules, regulations and orders of any governmental authority having jurisdiction, including restrictions on the drilling and production of wells, and regulation of the price or transportation of oil, gas or other substance covered hereby. **"**When operations or production are delayed or interrupted by such laws, rules, regulations or orders, or by fire, storm, flood, war, rebellion, insurrection or riot, within thirty (30) days of such delay Lessee shall notify Lessor of the delay in writing, at which point the time of such delay or interruption shall not be counted against Lessee relative to any covenants or conditions hereunder and this Lease shall remain

in force during such delay and for ninety (90) days after the end of the delay, notwithstanding anything in this Lease to the contrary. Lessee shall not be liable for breach of any provisions, conditions, or implied covenants of this Lease when operations are so prevented or delayed."

7. **Right to Redeem.** The printed provision in this Lease at Paragraph 16 is hereby deleted in its entirety and replaced with the following:

"Lessor hereby agrees that Lessee shall have the right to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of ~~Lessor's~~ Lessor's default of payment on said mortgages, taxes or other liens. If Lessee redeems any such mortgages, taxes or other liens, Lessee may recover any amount expended out of ~~Lessor's~~ Lessor's royalties or shut-in royalties."

In addition to the foregoing amendments, the following provisions are added to this Lease:

+

1. **No Surface Operations Clause.** ~~The parties hereto agree that Lessee shall not have the right to drill wells, construct pipelines, construct access roads and/or install any other facilities on the leased premises, nor shall Lessee have the right of ingress to or egress from the leased premises.~~
2. **No Storage Rights Clause.** Notwithstanding anything herein contained to the contrary, Lessee agrees that the leased premises shall not be used for the purpose of gas storage as defined by the Federal Energy Regulatory Commission. Any reference to gas storage contained in this Lease is hereby deleted. ~~¶~~ **If** Lessor wishes to enter into an agreement regarding gas storage using the leased premises with a third party, Lessor shall first give Lessee written notice of the identity of the third party, the price or the consideration for which the third party is prepared to offer, the effective date and closing date of the transaction and any other information respecting the transaction which Lessee believes would be material to the exercise of the offering. Lessor does hereby grant Lessee the first option and right to purchase the gas storage rights by matching and tendering to the Lessor any third ~~party's~~ **party's** offering within 30 days of receipt of notice from Lessor.
3. **Oil & Gas Only.** Notwithstanding anything herein contained to the contrary, this Lease shall be deemed to cover only oil and gas and associated hydrocarbons produced through the wellbore.
4. **No Warranty of Title.** Notwithstanding anything herein contained to the contrary, this Lease is given and granted without warranty of title, express or implied.
5. **Disposal and ~~Injection~~ Injection Wells.** The parties hereto agree that Lessee shall not have the right to drill, construct, or maintain disposal or injection wells on or under the leased premises.
6. **Retained Acreage.** Notwithstanding anything contained in this Lease to the contrary, at the expiration of the primary term, or upon the cessation of drilling, completion, equipping, or reworking operations sufficient to maintain this Lease beyond the primary term in the absence of production, whichever is the later, this Lease shall automatically terminate and revert to Lessor, its successors and assigns, without re-entry, SAVE AND EXCEPT as to that portion of the leased premises, if any, that is then included in a drilling and spacing unit, wellbore spacing unit, or other unit approved by the governmental authority having jurisdiction. Within sixty (60) days after the date this Lease shall terminate, in whole or in part, as provided herein or in any other provision of this Lease, Lessee shall execute and

deliver to Lessor an instrument of designation in recordable form acknowledging such termination and its release of the Lease as to the terminated acreage.

7. **Compliance Clause.** ~~Lessee's~~ **Lessee's** operations on the leased premises shall comply with all applicable federal and state regulations.
8. **Hold Harmless Clause.** Lessee agrees it will protect and save and keep Lessor harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any laws or ordinances, occasioned by the neglect of Lessee, and Lessee will at all times protect, indemnify and save and keep harmless the Lessor against and from any and all loss, damage or expense, including any injury to any person or property whomsoever or whatsoever arising out of or caused by Lessee.
9. **Controlling Document.** All provisions of this Lease and Lease Addendum shall be interpreted together and in harmony with one another. The terms of the Lease Addendum shall govern when any provision of the Lease and Lease Addendum are inconsistent with one another or are in conflict.
10. ~~10. **Notice of Assignment.**~~ **Notice of Assignment.** Not less than thirty (30) days from and after any assignment of this Lease, Lessee shall provide written notice to Lessor of the assignment and the contact information for the subsequent Lessee.

EXHIBIT "A"

This Exhibit is attached to that certain Paid-Up Oil & Gas Lease dated March 20th, 2023, between The Town of Johnstown, as Lessor and PDC Energy, Inc., as Lessee, for the purposes of providing the legal description of the premises in the lease.

Township 4 North - Range 67 West, 6th PM, Weld County, Colorado ~~Section 3, the following 2 Tracts:~~

~~Tract~~ Section 3, the following two (2) parcels:

Parcel 1:

13.00 acres, more or less, described by metes and bounds in that certain Warranty Deed, dated March 14, 1963, from COLORADO ALFALFA PRODUCTS COMPANY to THE TOWN OF JOHNSTOWN, COLORADO, a municipal corporation, recorded at Reception No. 1405200, Weld County, Colorado.

~~Parcel~~ COLORADO, a municipal corporation, recorded at Reception No. 1405200, Weld County, Colorado.

Tract 2:

7.0001 acres, more or less, described by metes and bounds in that certain Warranty Deed, dated March 8, 1973, from COLORADO ALFALFA PRODUCTS COMPANY to THE TOWN OF JOHNSTOWN, COLORADO, a municipal corporation, recorded at Reception No. 1609103, Weld County, Colorado.

~~COLORADO, a municipal corporation, recorded at Reception No. 1609103, Weld County, Colorado.~~

... Containing approximately 20.0001 gross acres, more or less

Township 4 North - Range 67 West
Section 4, the following two (2) Parcels:

Parcel 1:

Lot 1, Block 1, Public Works Facility Subdivision, containing 1. ~~4672~~9819 acres, more or less

Parcel 2:

Lots 1 through 6, Block 2, Great Western Addition, containing 0. ~~4821~~8200 acres, more or less

Township 4 North - Range 67 West
Section 5, the following ~~eight (8)~~seven (7) parcels:

Parcel 1:

Block 13 of Mary C Parish Addition according to the plat thereof dated 8/29/1925 and recorded at Reception No 469022, Weld County, Colorado, containing ~~2.213~~0.0540 acres, more or less.

Parcel 2:

The South 70 feet of Lot 8, Block 12 of Mary C Parish Addition according to the plat thereof dated 8/29/1925 and recorded at Reception No 469022, Weld County, Colorado, containing 0. ~~0790~~2655 acres, more or less

Parcel 3:

The East 65 feet of Lots 4-6, Block 3 of First Addition to Parish Heights according to the plat thereof dated 9/3/1908 and recorded at Reception No 132170, Weld County, Colorado, containing 0. ~~2240~~4159 acres, more or less

Parcel 4:

~~Lot 1, Being a Replat of Block 2, Map of Johnstown, situated in the Southeast Quarter of Section 5, Township 4 North, Range 67 West of the 6th P.M., according to the plat thereof dated 8/20/2021 and recorded at Reception No 4749987, Town of Johnstown, County of Weld, Colorado, containing 0.06 acres, more or less~~

Parcel 5:

~~Lot 2, Being a Replat of Block 2, Map of Johnstown, situated in the Southeast Quarter of Section 5, Township 4 North, Range 67 West of the 6th P.M., according to the plat thereof dated 8/20/2021 and recorded at Reception No 4749987, Town of Johnstown, County of Weld, State of Colorado, containing 0.169 acres, more or less~~

~~OGA Amendment - Gross Acres, Addendum and Exhibit A~~ _____ ~~7~~
~~Approved 9-16-2021~~

Parcel 6:

~~Lot 3, Being a Replat of Block 2, Map of Johnstown, situated in the Southeast Quarter of Section 5, Township 4 North, Range 67 West of the 6th P.M., according to the plat thereof dated 8/20/2021 and recorded at Reception No 4749987, Town of Johnstown, County of Weld, State of Colorado, containing 0.726 acres, more or less~~

Parcel 7:

The West 10 feet of Lot 5, Block 4, Mary C. Parish Addition to the Town of Johnstown as reflected on the map recorded at Reception No. 469022 on September 14, 1925, being a part of the NW/4SE/4 of Section 5, T4N, R67W, 6th P.M., containing 0.1203 acres, more or less

Parcel 5:

Parcel 8:

The North 35 feet of Lots 1 through 11, Block 1, Second Addition to Parish Heights, as reflected on map recorded at Reception No. 333967 on August 30, 1920, being part of the S/2SE/4 of Section 5, T4N, R67W, 6th P.M., containing 0.6858 acres, more or less

Parcel 6:

Lots 7 and 8, Block 2, Johnstown, as reflected on the map recorded at Reception No. 87419 on November 8, 1902, being part of the S/2SE/4 of Section 5, T4N, R67W, 6th P.M., containing 0.1569 acres, more or less

Parcel 8:

The South 50 feet of Lot 9, Block 2, Johnstown, as reflected on the map recorded at Reception No. 87419 on November 8, 1902, being part of the S/2SE/4 of Section 5, T4N, R67W, 6th P.M., containing 0.0996 acres, more or less

Township 4 North - Range 67 West

Section 8, the following ~~four (4)~~^{three (3)} Parcels:

Parcel 1:

~~2.0730 acres, more or less, situated in the NW/4 of Section 8, T4N R67W, 6th PM, Weld County Colorado, as described in that certain Warranty Deed dated 7/08/1985 from CHESTER T. HAYS to TOWN OF JOHNSTOWN, recorded at Reception No. 2018415 of the Weld County Clerk and Recorder's office.~~

Parcel 2:

A tract or parcel of land being more particularly described as follows:

Commencing at the Northeast corner of Section 8; Thence N 89°~~09'43"~~^{09'43"} W, along the north line of the northeast quarter of Section 8, a distance of 34.81 feet to the northeast property corner as described in Reception No. 2893088 of the Weld County Clerk and ~~Recorder's~~^{Recorder's} Office, said point being the TRUE POINT OF BEGINNING;

1. _____ 1. _____ Thence N 89°~~09'43"~~^{09'43"} W, continuing along the north line of the Northeast quarter of Section 8, a distance of

100.04 feet;

2. Thence S $0^{\circ}51'23''$ E, parallel with the east line of the northeast quarter of Section 8, a distance of 60.03 feet;

3. Thence S $89^{\circ}09'43''$ E, parallel with the north line of the northeast quarter of Section 8, a distance of 100.04 feet to the existing west right of way line of Parish Avenue (April, 2005);

4. Thence N $0^{\circ}51'23''$ W, along said existing west right of way line of Parish Avenue, a distance of 60.03 feet, more or less, to the TRUE POINT OF BEGINNING.

The above-described parcel contains 0.138 acres (6003 square feet), more or less.

Basis of Bearings: All bearings are based on a line connecting the N $\frac{1}{4}$ corner of Section 8, T04N-R67, 6th P.M. (2 $\frac{1}{2}''$ alum. cap in range box — LS 20676) and the NE corner of Section 8, (2 $\frac{1}{2}''$ alum. cap in range box — 20676) as bearing S $89^{\circ}09'43''$ E.

Parcel 32:

Lot 1, Block 1, Johnstown Farms Filing No. 1 as depicted in that plat recorded at Reception No. 2974635 on August 2, 2002, located in the S/2NE/4 of Section 8, T4N, R67W, 6th P.M., containing 3.7991 acres, more or less

Parcel 43:

The North 250 feet of Lot 1 Block 2, Johnstown Farms Filing No. 1 as depicted in that plat recorded at Reception No. 2974635 on August 2, 2002, located in the SE/4NE/4 of Section 8, T4N, R67W, 6th P.M., containing 2.2798 acres, more or less

Township 4 North - Range 67 West

Section 9, the following parcel:

Parcel 1:

Lots 5 and 6, Johnstown Colony, as depicted in that Plat recorded at Reception No. 708516 on March 23, 1935, located in the NW/4NW/4 of Section 9, T4N, R67W, 6th P.M., containing 0.3386 acres, more or less

~~OGL Amendment – Gross Acres, Addendum and Exhibit A~~ ~~8~~
~~Approved 9-16-2021~~

LEGEND:

Yellow highlight = proposed/new parcel number sequence

Legal Descriptions in Recorded Amendment of Oil and Gas Lease, 4994038, 11/12/2024
vs. Proposed Legal Descriptions in OFP_2nd Am OGL

Sec. 3

Same parcels; identical legal descriptions and acreage.

Sec 4

Same parcels; identical legal descriptions; some minor reductions in acreage.

Sec 5 (currently has 8 parcels; proposed/new amendment would have 7 parcels)

Parcel 1 same parcel; identical legal description; minor decrease in acreage.

Parcel 2 same parcel; identical legal description; minor decrease in acreage.

Parcel 3 same parcel; identical legal description; minor decrease in acreage.

Parcel 4 completely removed and replaced by the former Parcel 7 (see below); prior legal description:

Parcel 4:

Lot 1, Being a Replat of Block 2, Map of Johnstown, situated in the Southeast Quarter of Section 5, Township 4 North, Range 67 West of the 6th P.M., according to the plat thereof dated 8/20/2021 and recorded at Reception No 4749987, Town of Johnstown, County of Weld, Colorado, containing 0.06 acres, more or less

Parcel 5 completely removed and replaced by the former Parcel 8 (see below); prior legal description:

Parcel 5:

Lot 2, Being a Replat of Block 2, Map of Johnstown, situated in the Southeast Quarter of Section 5, Township 4 North, Range 67 West of the 6th P.M., according to the plat thereof dated 8/20/2021 and recorded at Reception No 4749987, Town of Johnstown, County of Weld, State of Colorado, containing 0.169 acres, more or less

Parcel 6 completely removed; prior legal description:

Parcel 6:

Lot 3, Being a Replat of Block 2, Map of Johnstown, situated in the Southeast Quarter of Section 5, Township 4 North, Range 67 West of the 6th P.M., according to the plat thereof dated 8/20/2021 and recorded at Reception No 4749987, Town of Johnstown, County of Weld, State of Colorado, containing 0.726 acres, more or less

Parcel 7:

Parcel 7 = (new numbering/now identified as **Parcel 4 OFP_2nd Am OGL**); identical legal description; no change in acreage.

Parcel 8 = (new numbering/now identified as **Parcel 5 OFP_2nd Am OGL**); identical legal description; no change in acreage.

New Parcels in OFP_2nd Am OGL:

Parcel 6: (brand new parcel)

Lots 7 and 8, Block 2, Johnstown, as reflected on the map recorded at Reception No. 87419 on November 8, 1902, being part of the S/2SE/4 of Section 5, T4N, R67W, 6th P.M., containing 0.1569 acres, more or less.

There is no Parcel 7, we will confirm with PDC that this is a typo, or otherwise get an explanation/have the numbering corrected.

Parcel 8: (brand new parcel)

The South 50 feet of Lot 9, Block 2, Johnstown, as reflected on the map recorded at Reception No. 87419 on November 8, 1902, being part of the S/2SE/4 of Section 5, T4N, R67W, 6th P.M., containing 0.0996 acres, more or less.

Sec 8 (currently has 4 parcels; proposed/new amendment removes one parcel and adds another parcel)

Parcel 1 (removed); prior legal description:

Parcel 1:

2.0730 acres, more or less, situated in the NW/4 of Section 8, T4N R67W, 6th PM, Weld County Colorado, as described in that certain Warranty Deed dated 7/08/1985 from CHESTER T. HAYS to TOWN OF JOHNSTOWN, recorded at Reception No. 2018415 of the Weld County Clerk and Recorder's office.

Parcel 2 = (new numbering/now identified as **Parcel 1 OFP_2nd Am OGL**); identical legal description; no change in acreage.

Parcel 3 = (new numbering/now identified as **Parcel 2 OFP_2nd Am OGL**); identical legal description; no change in acreage.

Parcel 4 = (new numbering/now identified as **Parcel 3 OFP_2nd Am OGL**); identical legal description; no change in acreage.

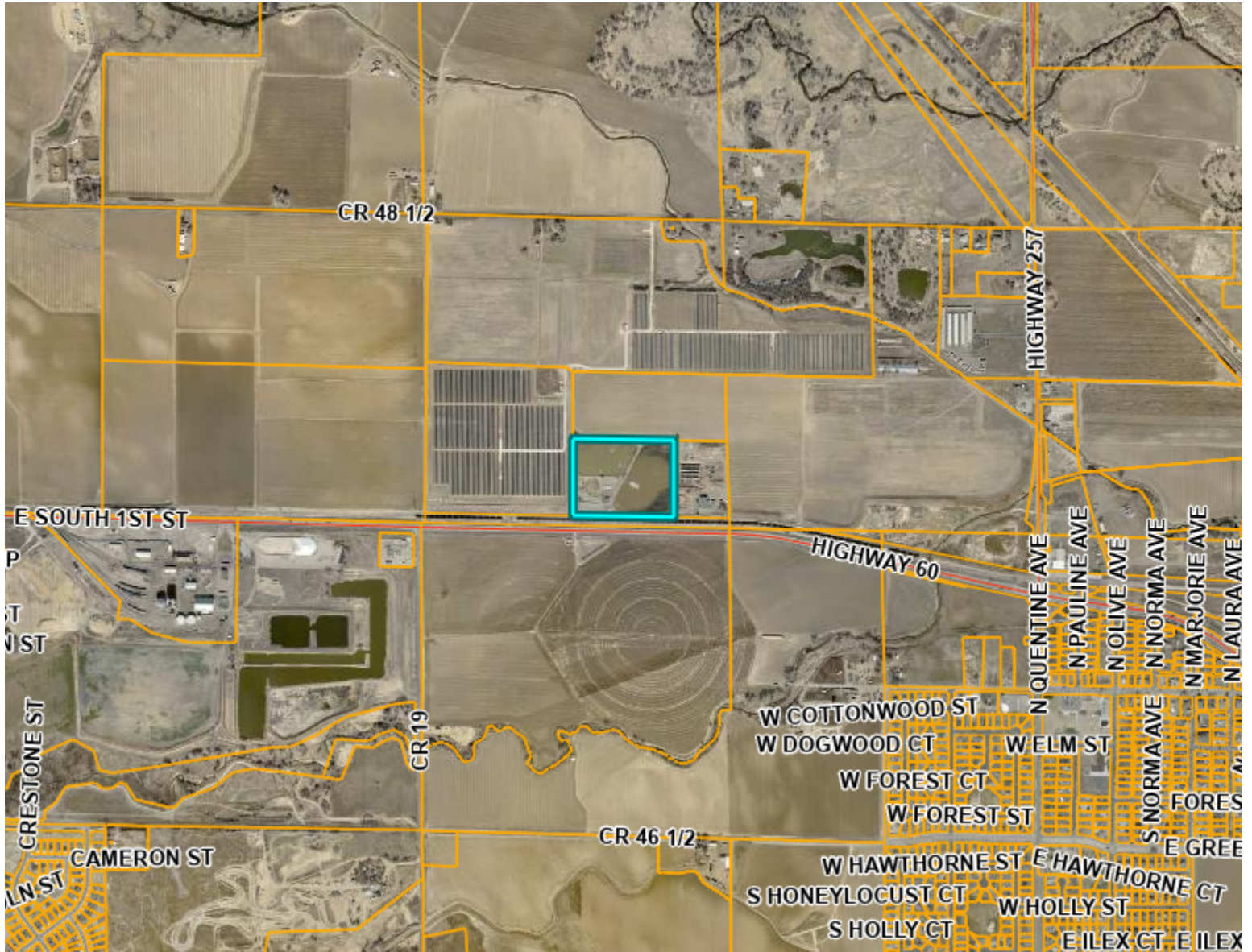
Parcel 4: (brand new parcel)

That part of the S/2NE/4 of Section 8, T4N, R67W, 6th P.M., described as follows: Beginning at the Northeast corner of the S/2 of the NE/4 of said Section 8; thence West 250 feet; thence South 70 feet; thence East 250 feet; thence North 70 feet to the place of beginning, containing 0.4015 acres, more or less

Sec 9

Parcel 1 = identical legal description; no change in acreage.

New total acreage:	34.5570
Previous total acreage:	<u>27.6293</u>
Difference:	6.9277



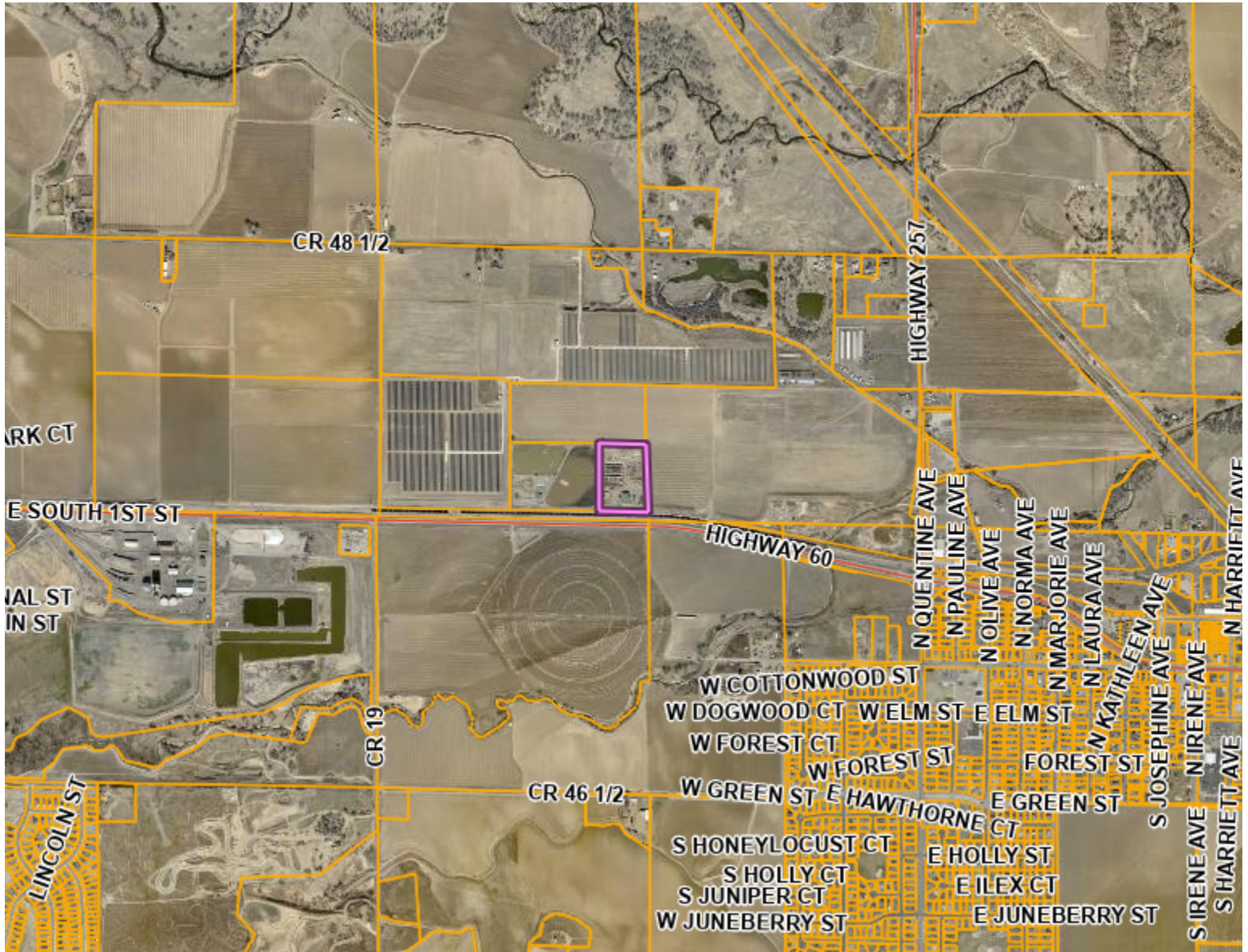
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Notes:

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Scale: 1:2212



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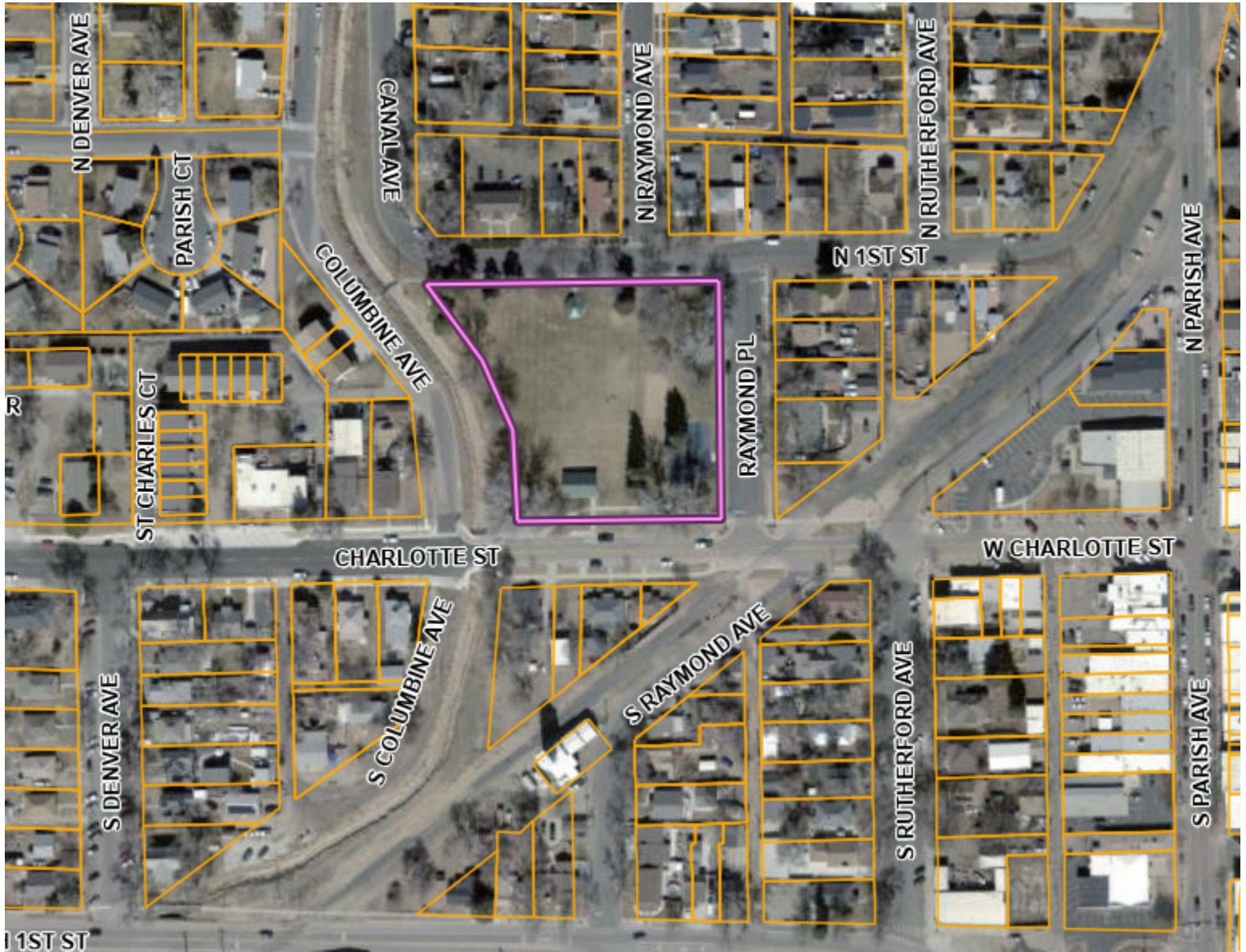
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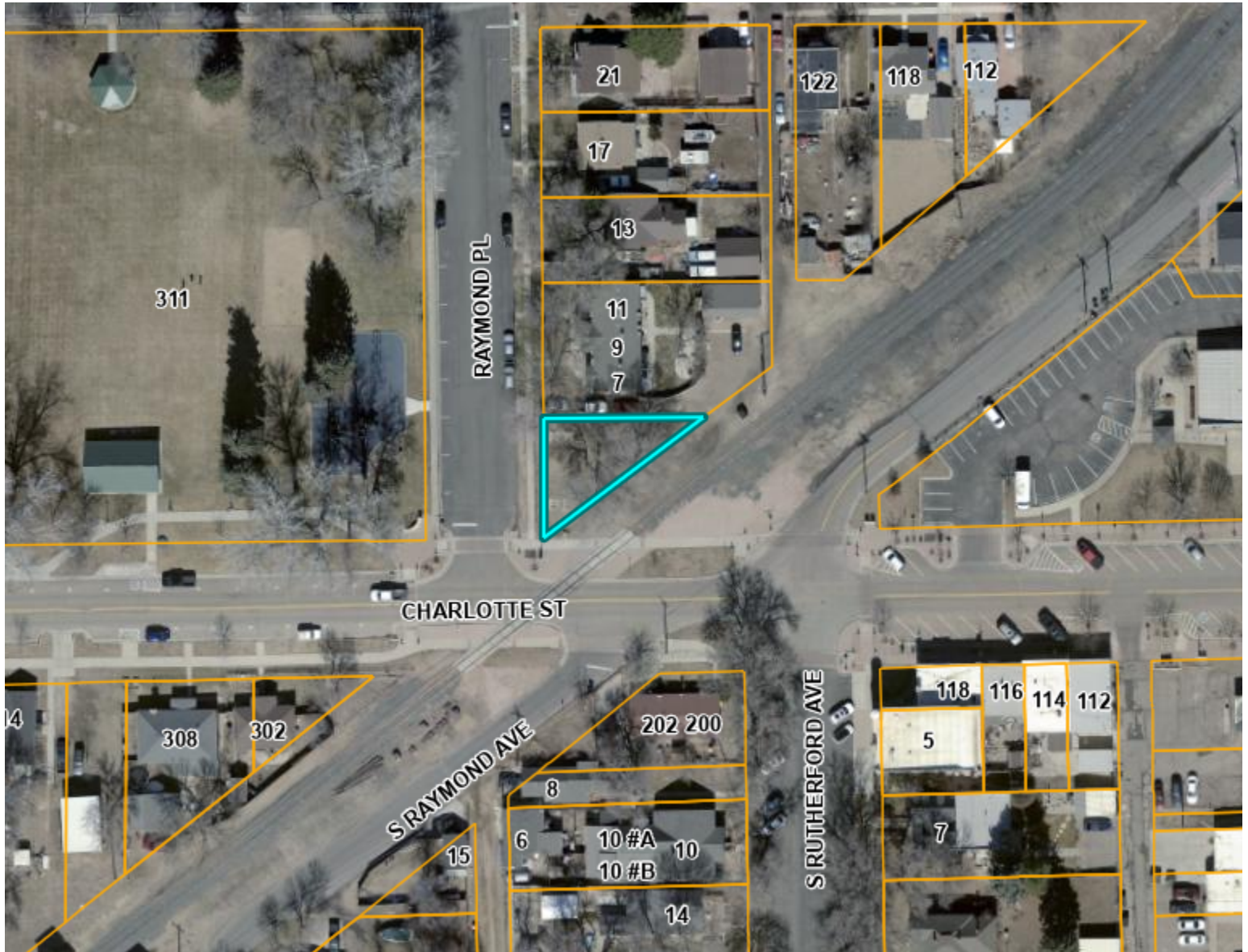
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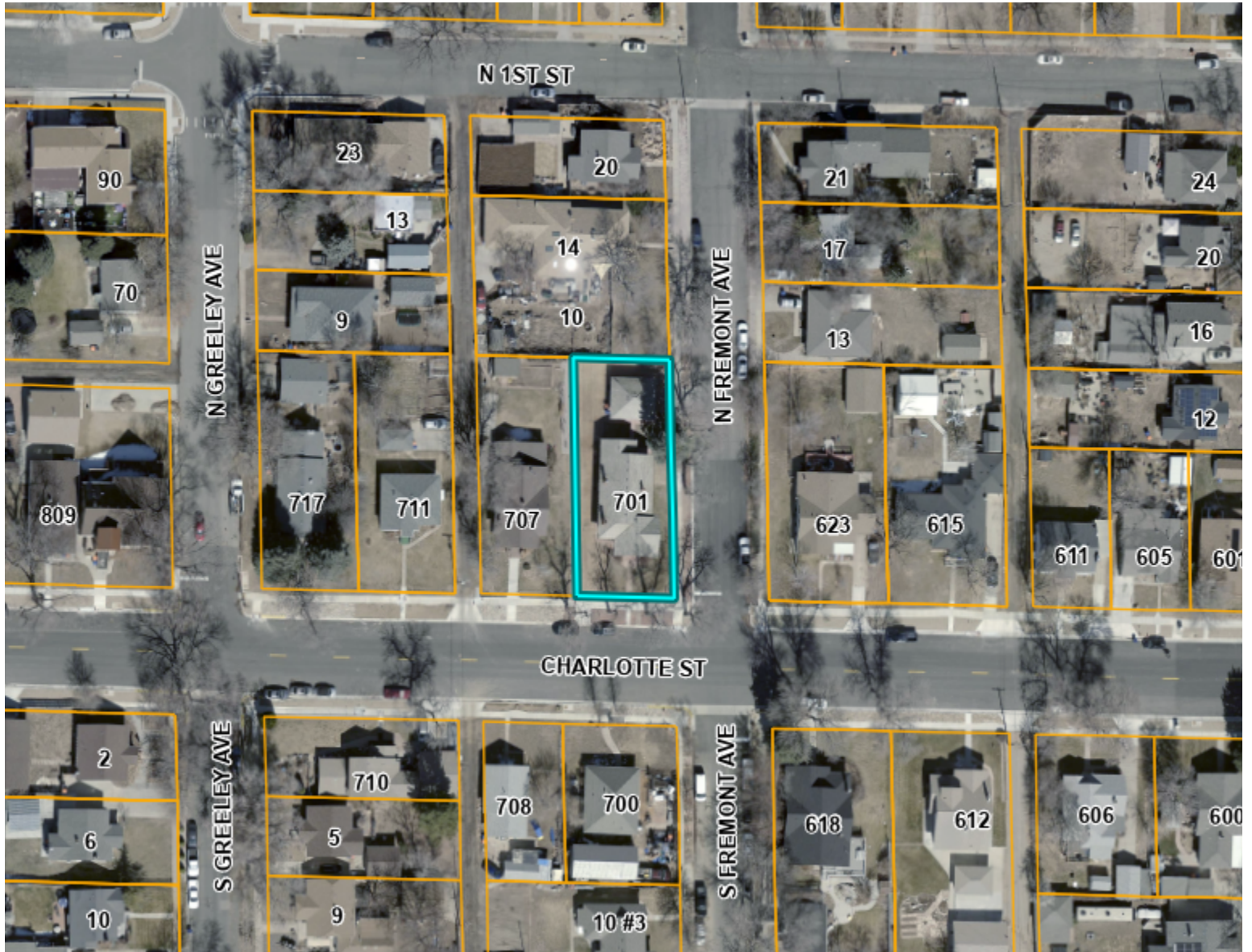
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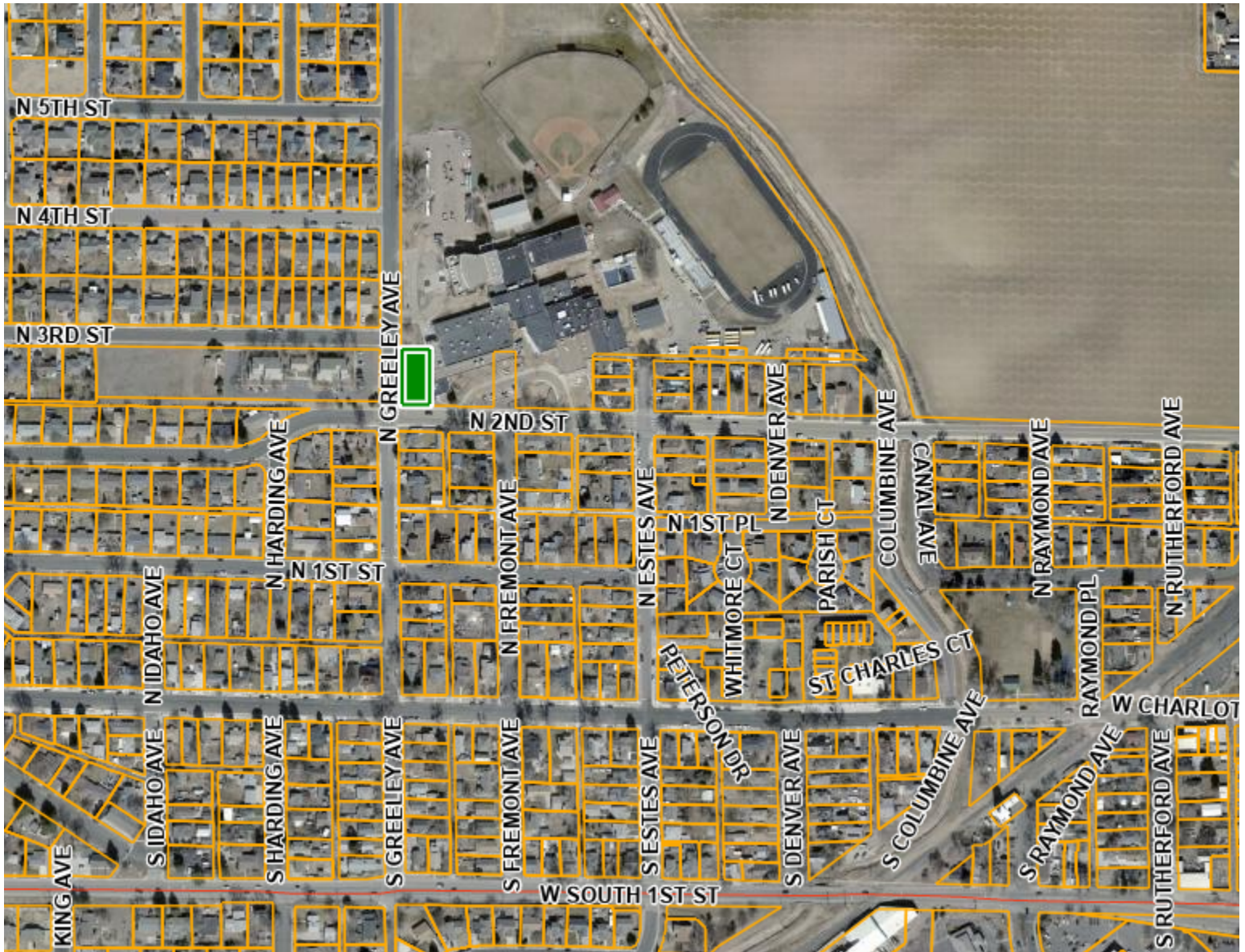
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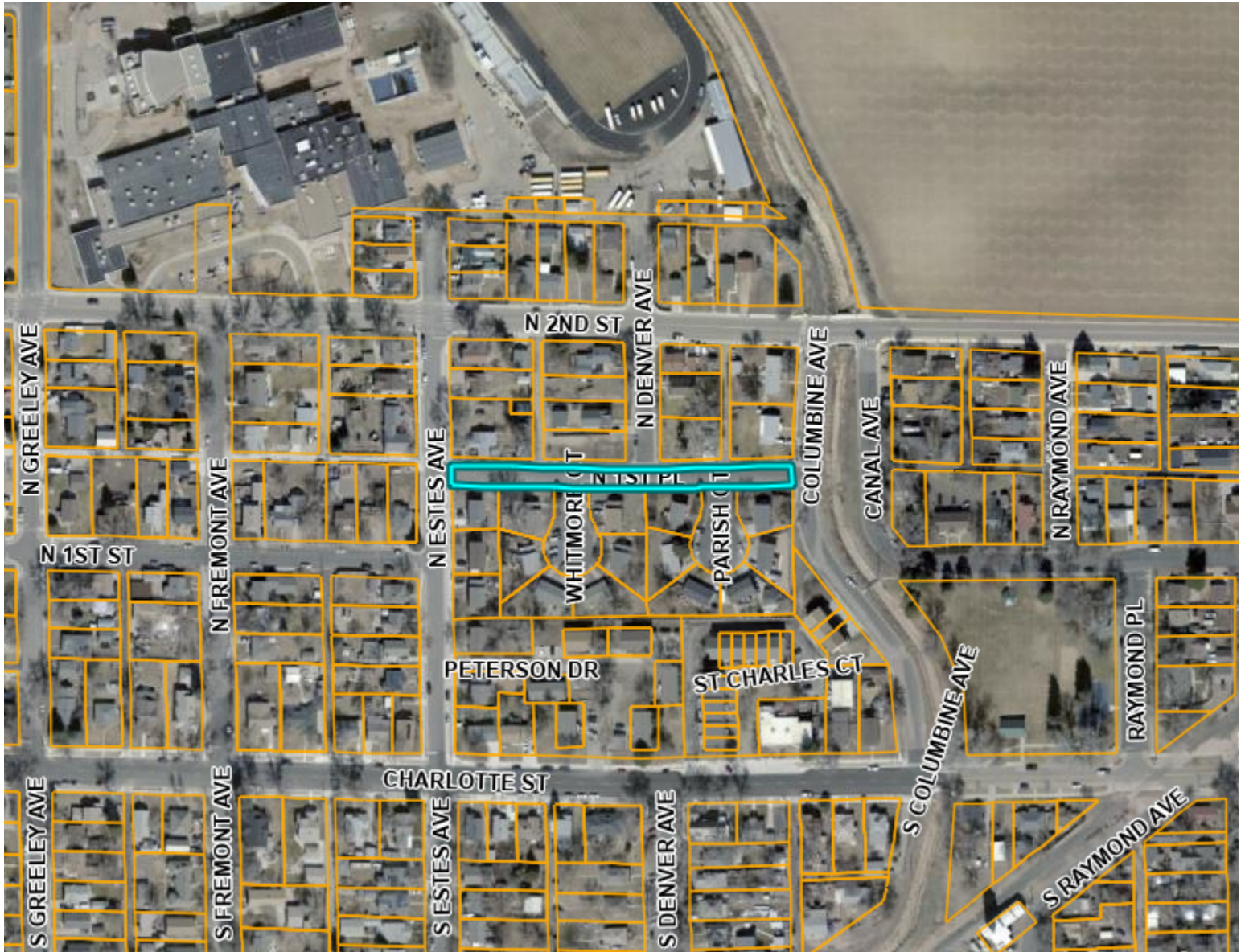
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Scale: 1:3171



Notes:

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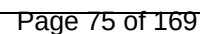
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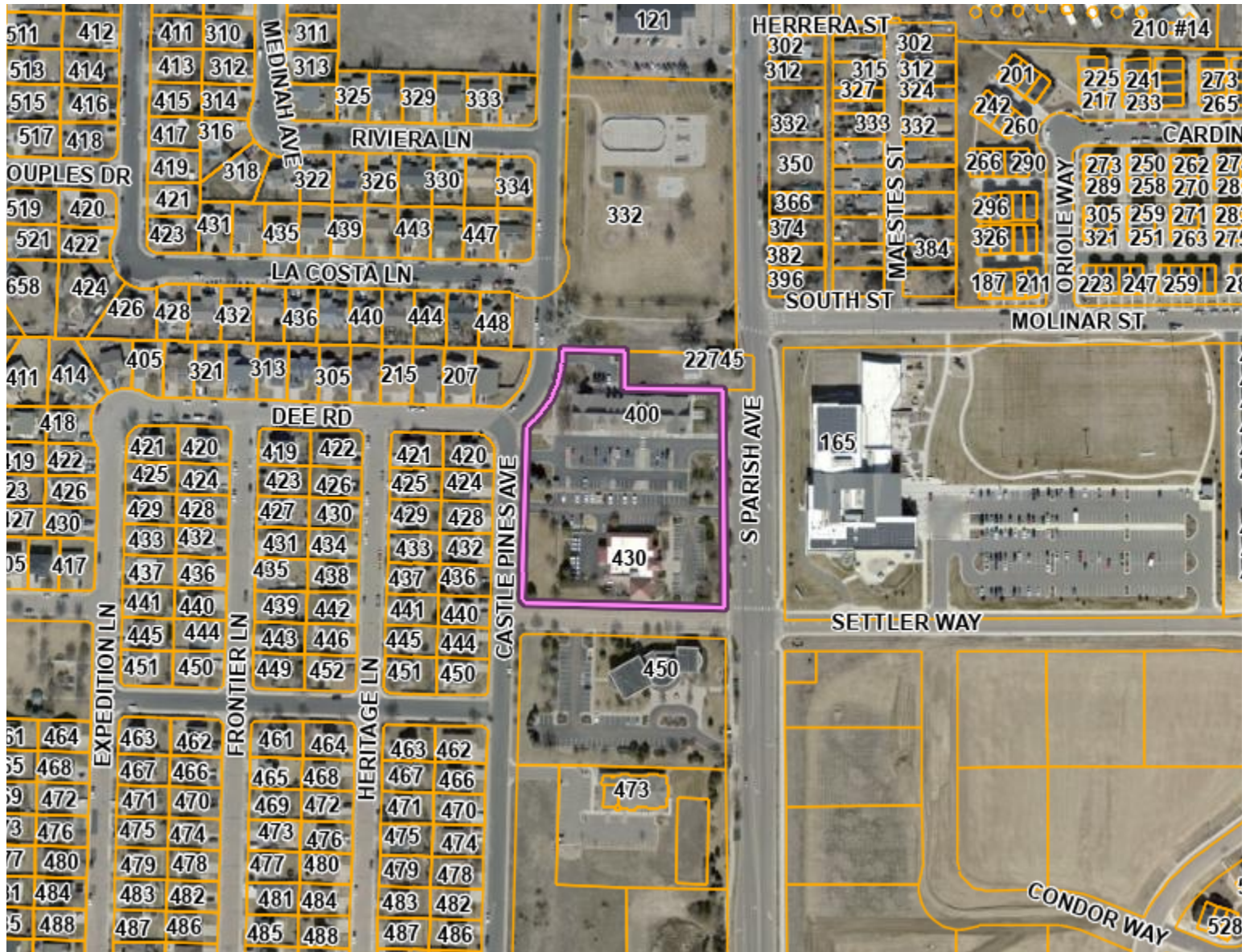
Notes:

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Section 8 Parcel 2



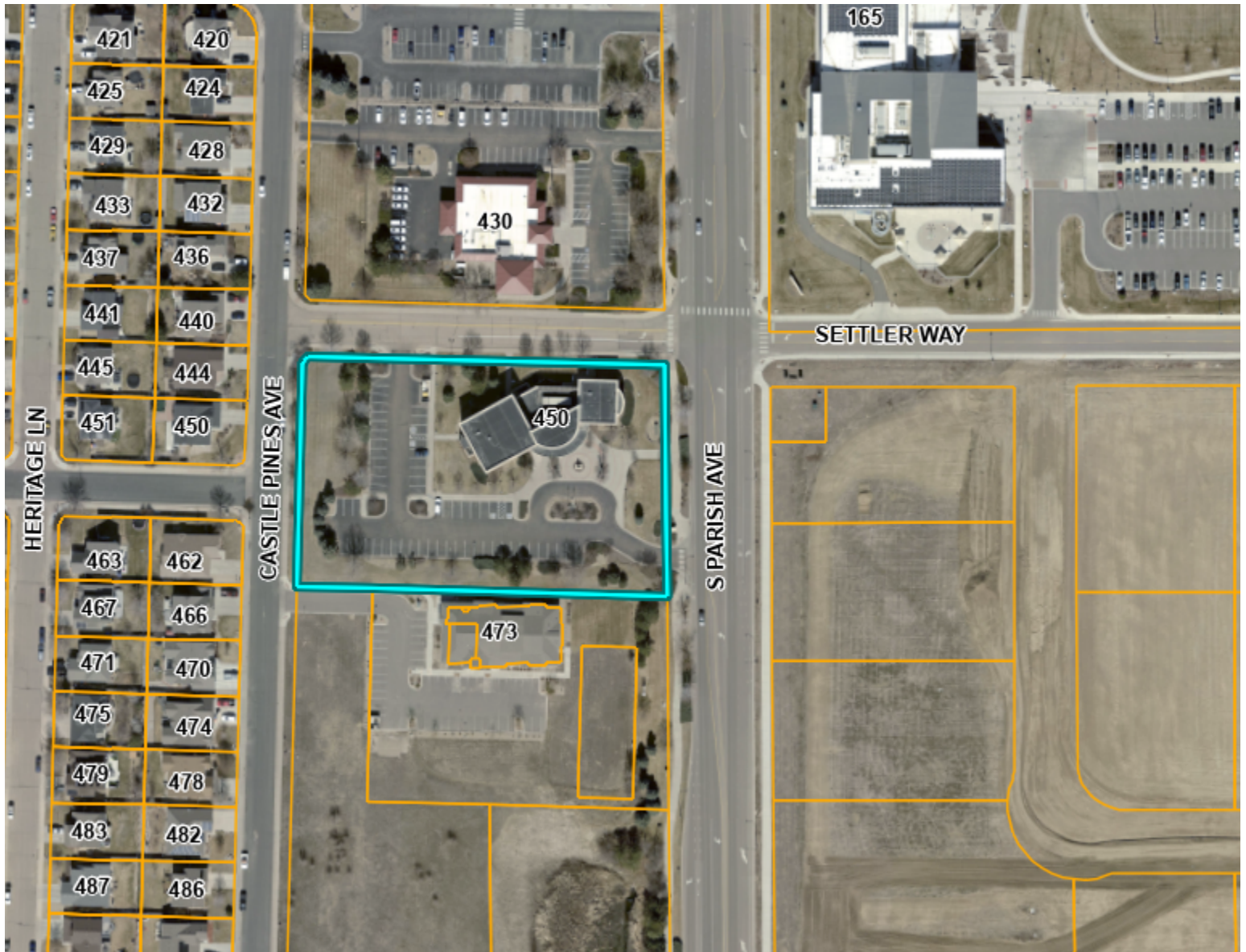
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Notes:

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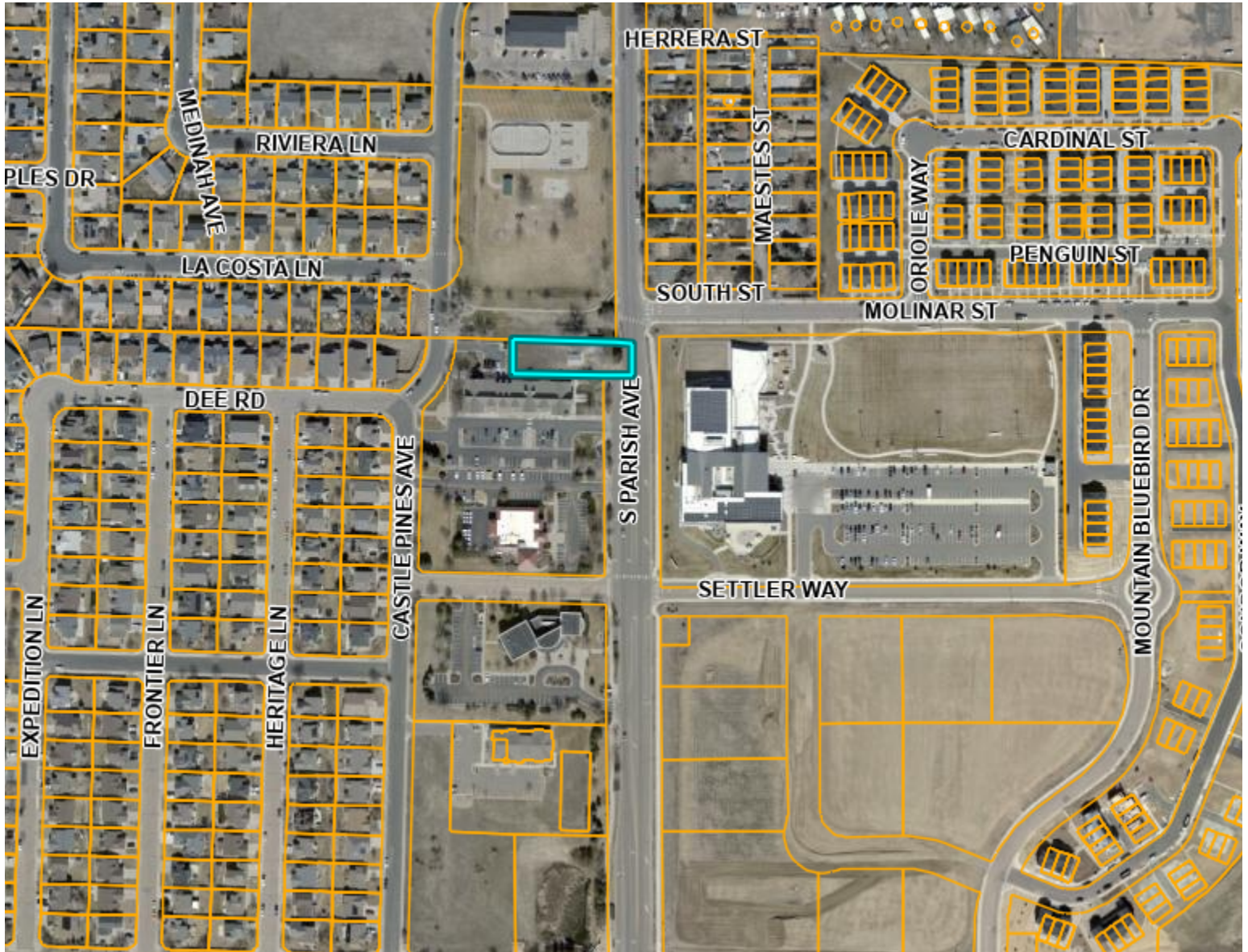
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Notes:

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Scale: 1:3856

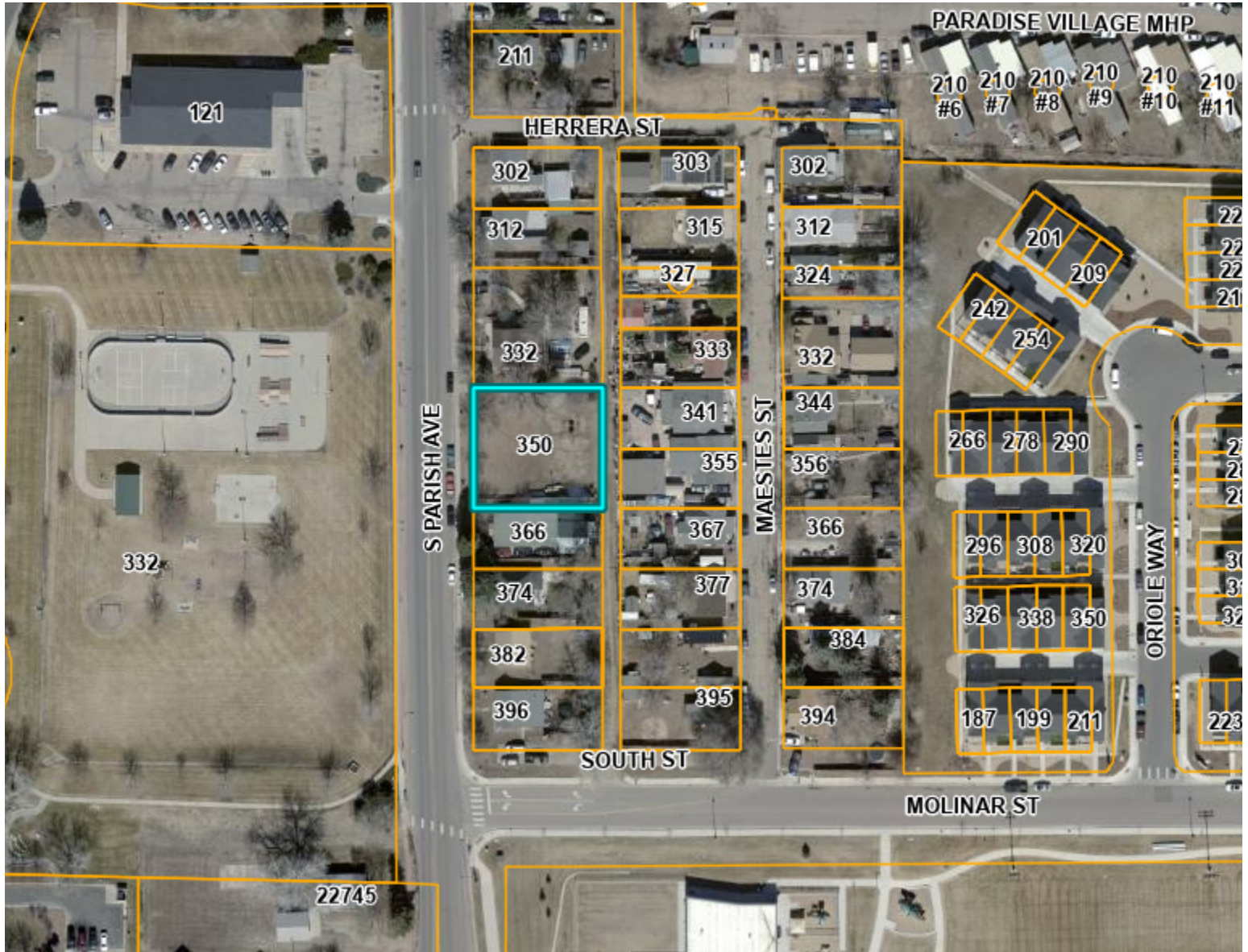


Notes:

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Section 9 Parcel 1



Scale: 1:1543



Notes:

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Town of Johnstown
List of Bills - December 18, 2025 - January 19, 2026

<u>Vendor</u>	<u>Description</u>	<u>Dept</u>	<u>Amount</u>
Ace Hardware	Supplies	Various	\$ 2,821.85
All Terrain Landscaping	Christmas lights	PW	174.00
American Auto Hail Repair LLC	Hail damage repair	PD	7,295.75
Anton Paar USA, Inc.	Supplies	UTIL	849.00
Aqua Engineering	Central Wastewater Treatment Plant	UTIL	43,177.46
Autoplex Restyling Center	Vehicle maintenance	PW	556.99
Batteries Plus	Supplies	UTIL	41.97
Benesch	Colorado & Roosevelt roundabout / Sandra Drive project / High	PW	68,718.65
Berthoud Heritage Metropolitan Dist No 1	Lone Tree Raw Water Line easement	UTIL	41,291.00
BHA Design Incorporated	Alley project	PW	6,847.50
Blackburn MFG	Supplies	PW	557.25
Browns Hill Engineering & Controls	Electrical maintenance	UTIL	2,035.00
Burns & McDonnell Engineering Co Inc.	Water Treatment Plant expansion	UTIL	42,428.62
Business Equipment Service	Printer maintenance	ADM	423.00
Caselle, Inc	Software	ADM	24,326.40
Central Weld County Water District	Interconnect	UTIL	703.20
CenturyLink	Phone / internet	PW/UTIL	1,053.29
Cintas	Floor mat service / supplies	PW	250.82
CivicPlus	Software	ADM	3,050.91
CMC Tire	Vehicle maintenance	PW/UTIL	803.84
Collab Architecture, LLC	Senior Center design	ADM	35,030.00
Colorado Analytical Labs	Lab testing	UTIL	1,107.00
Colorado Technology Company	Council chambers AV upgrades	ADM	4,860.00
Consolidated Hillsborough Ditch Co	Sandra Drive project	UTIL	5,000.00
Consolidated Home Supply Ditch	Legal services	PW	2,166.00
Criteria Corp	Software	PD/ADM	15,000.00
Cummins Sales and Service	Generator maintenance	PW/UTIL	5,592.30
D2C Architects	Development Services Building	ADM	8,807.72
David J Thrower	Municipal Court Judge	ADM	125.00
Denali Water Solutions LLC	Sludge removal	UTIL	5,174.41
Denver Industrial Sales & Services Co	Paving materials	PW	4,275.00
Docusign Inc	Software	ADM	2,980.80
Employee reimbursement	Supplies / training	ADM	2,767.87
Envirotech Services, Inc	Chemicals	PW	1,115.52
Ergomed	Pre-employment screening	PD	690.00
Felsburg Holt & Ullevig Inc	Billback - Engineering services	ADM	4,185.00
Felsburg Holt & Ullevig Inc	Engineering services	ADM	987.50
First Class Security Systems	Fire system monitoring	PW	148.80
First National Bank	Custodial services	ADM	826.20
First Responder Trauma Counselors	Peer support	PD	1,485.00
Front Range Compliance Services LLC	DOT consulting services	ADM	2,142.00
Frontier Fertilizer & Chemical	Chemicals	PW	80.00
Frontier Self Storage	Storage	PW	280.00
Galloway & Company, Inc.	Survey services	PW	360.00
Glenn A. Jones Library	Monthly support	ADM	168,593.68
Grainger, Inc.	Supplies	UTIL	948.27
Great Western Railway of CO	Crossing agreement	UTIL	7,878.57
Ground Engineering Consultants, Inc.	Development Services Building / WTP expansion	ADM/UTIL	13,800.00
Hach Company	Lab equipment	UTIL	1,005.31
Hays Market Inc	Supplies	Various	199.82
Helton & Williamsen, P.C.	Billback - Legal services	ADM	2,723.25
Helton & Williamsen, P.C.	Water legal	UTIL	9,121.95
Ideal Fencing LLC	LCR3 and Veterans Pkwy fence	PW	14,588.40
IMEG Corp	Billback - Engineering services	ADM	3,065.00
IMEG Corp	Engineering services	ADM	880.00
Infosend, Inc.	Newsletter	ADM	44.98
Insight North America LLC	Investment services	ADM	2,550.02
J&S Contractors Supply Co.	Supplies	PW	132.91
John Deere Financial	Supplies	PW	2,160.18
Johnstown Senior Center	Holiday meal	ADM	84.00

<u>Vendor</u>	<u>Description</u>	<u>Dept</u>	<u>Amount</u>
Kangaroo Express of Longmont, Inc	Lab testing	UTIL	55.00
Kimball Midwest	Supplies	PW	2,937.20
King Surveyors	Little Thompson Trail project	PW	1,911.25
Kings III Emergency Communications, LLC	Elevator maintenance	ADM	49.91
Kinsco, LLC	Uniforms	PD	448.00
Kumar & Associates, Inc	Police building expansion	PD	8,944.00
Landmark Monuments LLC	Engraving	PW	385.00
Language Line Services Inc.	Translation services	PD	63.60
Larimer County Sales Tax Administrator	Use Tax - reimbursement	ADM	93,802.25
Law Enforcement Systems	Supplies	PD	206.00
Law Office of Avi Rocklin LLC	Billback - Legal services	ADM	13,135.00
Law Office of Avi Rocklin LLC	Legal services	ADM	15,287.50
Lightfield Enterprises Inc	Concrete maintenance	PW	1,682.43
Little Thompson Water District	Interconnect	UTIL	446.16
Loveland Barricade LLC	Street striping	PW	2,504.25
Lowe's	Supplies	PW	294.15
Mac Equipment, Inc	Supplies	PW	759.76
Matrix Design Group, Inc.	Maestas Street drainage / Stormwater master plan	UTIL	22,891.25
Medicine for Business and Industry	Lab testing	PW	208.00
Michael Lazar	Municipal Court Judge	ADM	4,875.00
Milestone Mechanical LLC	Equipment maintenance	PW	11,828.11
Milliken Johnstown Electric	Building maintenance	UTIL	675.54
Miracle Playsystems III, LLC	Playground equipment	PW	13,884.36
Moltz Construction Inc.	Central Wastewater Treatment Plant	UTIL	565,335.66
Mountain West Vegetation Management Inc	Weed abatement	PW	4,737.14
Mr. J's Cleaning Services LLC	Town facilities cleaning	ADM	2,950.00
MWH Constructors	Water Treatment Plant expansion	UTIL	5,328,042.79
Nalco Company LLC	Chemicals - wastewater treatment	UTIL	7,531.18
Napa Auto Parts, Inc	Supplies	Various	6,079.56
O.J. Watson Company Inc	Equipment maintenance	PW	1,380.32
Parkland USA Corp	Fuel	Various	8,829.98
Paul's Plumbing & Heating	Jetting services	UTIL	14,424.88
Peak Media, Inc	Council chambers AV upgrades	ADM	993.11
Pioneer Press of Greeley Inc	Printing services	Various	431.00
Pitney Bowes	Postage	ADM	158.94
Pitney Bowes Bank Inc Purchase Power	Postage	ADM	498.65
ProFirst Training and Consulting, LLC	Pre-employment screening	PD	975.00
Proforma One Solution	2026 Calendar	ADM	18,516.31
Progressive Urban Management Assoc Inc	Johnstown Downtown Districts project	ADM	9,342.00
Psychological Dimensions	Pre-employment screening	PD	1,275.00
Racquel Vogus	Lone Tree Raw Water Line easement	UTIL	12,500.00
Red Wing	Uniforms	PW	250.00
Redi Services, LLC	Portolet	PW	4,240.00
Ricoh USA	Supplies	ADM	32.45
Rise Broadband	Phone / internet	UTIL	122.67
Sampson Construction Co, Inc.	Development Services Building	ADM	926,379.20
Sam's Club	General supplies	Various	344.40
Security Central, Inc	Fire system monitoring	PW	146.79
Sendas Communications LLC	Translation services	ADM	155.14
SKM Engineering	SCADA	UTIL	6,609.25
Specialized Elevator Corp	Elevator maintenance	PW	254.69
Stericycle, Inc.	Shred services	PD/ADM	673.68
Striglos	Software	ADM	1,428.00
Sunbelt Rentals	Equipment rental	PW	5,475.68
TCOP Solutions	Equipment maintenance	UTIL	11,446.90
TDS	Phone / internet	Various	7,739.98
Terracon Consultants, Inc.	Maestas drainage project	PW	16,631.25
The Home Depot	Supplies	PW/UTIL	2,375.66
ThereSquared LLC	Public Art Master Plan	ADM	3,880.00
Thermoelectric	Building maintenance	PW	345.00
Tier One Networking, LLC	Computer equipment	ADM	10,361.00
TimberLAN	IT services	Various	800.00

<u>Vendor</u>	<u>Description</u>	<u>Dept</u>	<u>Amount</u>
Titan Brands	CAT346D Discharge bucket	PW	4,999.97
TopShelf Printers	Printed marketing supplies	ADM	16,204.50
Town of Johnstown	Utilities	PW/UTIL	3,459.05
Traffic Signal Controls Inc	Safety signals	PW	5,000.00
Treatment Technology Holding	Chemicals - water / wastewater	UTIL	9,118.00
ULINE	Supplies	PD	235.30
UMB Card Services	P-card training / travel / supplies	Various	11,210.11
United Power, Inc	Utilities	PW	1,171.56
Upper Case Printing Ink	Newsletter / utility bill printing	ADM/UTIL	10,236.94
USA Bluebook	Supplies	PW	3,363.07
Utility Notification Center of Colorado	Locates	PW	1,159.94
Utility Refund	Utility refunds	ADM	3,222.85
Verizon Connect	Phone / internet	Various	239.25
Verizon Wireless	Phone / internet	Various	7,048.61
Waste Connections of Colorado Inc.	Trash service	PW	107,754.16
Weld County Dept of Public Health	Lab services	UTIL	1,125.00
Western Fire Extinguisher	Annual inspection	ADM	795.00
Xcel Energy	Utilities	Various	74,950.72
			<u>\$ 8,022,629.97</u>



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

Town Council Consent Agenda Communication

Agenda Date: February 2, 2026
Subject: Water and Sewer Service Agreement for Timberline Gymnastics
Attachments: 1. Water Sewer Service Agreement
Presented by: JT Stewart, Senior Planner

Agenda Item Description:

In compliance with the Town Water Rights Dedication Ordinance, Chapter 13, Sections 13-61 through 13-72, inclusive, of the Johnstown Municipal Code, as amended, ("Ordinance"), the Developer has submitted to the Town a preliminary water demand analysis for the Project dated October 10, 2025. Said analysis was received by the Town and is on file with the Town and as modified by the Town's Water Engineer by Memorandum dated November 3, 2025, is hereby accepted by the Town as to the irrigation water demands. The analysis sets forth the projected water demands for the Project as follows:

<u>Development Component</u>	<u>Demand (AF/YR)</u>	<u>Consumption (AF/YR)</u>
In-Building	0.28	0.01
Landscape Irrigation	<u>2.87</u>	<u>2.44</u>
Total	3.15	2.45

The subject property is being developed as a 32,000 sq ft gymnastics complex with irrigated landscape.

Strategic Plan Alignment:

Healthy & Resilient Economy

- Drive projects and initiatives that promote Johnstown as a premier destination for business
- Cultivate local and regional partnerships that ensure the long term success and growth of Northern Colorado
- Support the local labor market and work with partners to grow diverse employment opportunities

Legal Advice:

The Town Attorney reviewed the Water and Sewer Service Agreement.

Financial Advice:

N/A

Recommended Action:

Approve the Water and Sewer Service Agreement for Timberline Gymnastics

Reviewed and Approved for Presentation

A handwritten signature in blue ink, appearing to be 'W. J. C.', is written over the 'Reviewed and Approved for Presentation' section.

Town Manager

**WATER AND SEWER SERVICE AGREEMENT
(TIMBERLINE GYMNASTICS)**

THIS WATER AND SEWER SERVICE AGREEMENT is made and entered into this 12th day of January, 2026, by and between **Timberline Gymnastics, Inc.**, a Colorado corporation (“Developer”), and **THE TOWN OF JOHNSTOWN**, a Colorado municipal corporation, (“Town”), collectively sometimes referred to as the “Parties.”

WITNESSETH:

WHEREAS, the Developer owns an interest in land in Larimer County located in Lots 2, 3, 4, 5, and 6 of Block 10, Filing No. 6 of the 2534 Subdivision, Johnstown, Colorado, and more specifically described in the attached Exhibit A (“Subject Property”); and

WHEREAS, the Subject Property has been annexed to the Town and was the subject of an Annexation Agreement dated November 3, 2006; and

WHEREAS, the Subject Property is being developed as a Timberline Gymnastics indoor gymnastics facility with associated parking that will contain 32,460 ft² of building coverage space along with 50,124ft² of irrigated landscape areas. (“Project”); and

WHEREAS, the Developer and the Town desire to set forth their agreement concerning water rights dedication, preliminary projections of water and sewer demand and a current commitment by the Town for water and sewer service for the Project.

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

1. Water and Sewer Demand Studies. In compliance with the Town Water Rights Dedication Ordinance (“Ordinance”), Developer has submitted to the Town a preliminary water and sewer demand analysis for the Project dated October 10, 2025. Said analysis was received by the Town, is on file with the Town and, as modified by the Town’s Water Engineer by memorandum dated November 3, 2025, is hereby accepted by the Town. The analysis provides that the projected water and sewer demand for the Project is as follows:

Development Component	Demand (AF/YR)	Consumption (AF/YR)
In-Building	0.28	0.01
Landscape Irrigation	2.87	2.44
Total	3.15	2.45

2. Water Rights Dedication.

a. Potable Supply. As a result of prior dedications of raw water credit, there is currently a surplus dedication credit with the Town sufficient to supply the potable water demands of the Project from the 2534 Master Association Potable Water Bank. The Gerrard Family Partnership, LLLP and Thompson Ranch Development Company have agreed that this credit shall be applied to meet the potable water demands of the Project. Evidence of the agreement is attached hereto and incorporated herein by reference as Exhibit B.

b. Non-Potable Supply. As a result of prior dedications of raw water credit, there is currently a surplus dedication credit with the Town sufficient to supply the non-potable water demands of the Project from the 2534 Master Association Non-Potable Water Bank. The Gerrard Family Partnership, LLLP and Thompson Ranch Development Company have agreed that this credit shall be applied to meet the non-potable water demands of the Project. Evidence of the agreement is attached hereto and incorporated herein by reference as Exhibit B.

3. Commitment to serve. Subject to Developer's performance of all the covenants contained herein and payment of all required fees, the Town commits to provide to the Project up to 0.28 acre-feet per year of potable water supply together with the corresponding sewer service, and up to 2.87 acre-feet per year of non-potable water supply for landscape irrigation.

4. Future review of water usage and dedication requirements. In accordance with the Ordinance, the Town reserves the right to review actual water usage within the Project at a point in time after water usage has been established, to confirm the adequacy of the water demand projections made by the Developer and to require additional water rights dedication and/or cash-in-lieu payments based on actual water usage.

5. Payment of Water Court Transfer fees. The Water Court transfer fee for both the potable water supply and non-potable water supply was previously paid to the Town as part of the 2534 Master Association Potable Water Bank and the 2534 Master Association Non-Potable Water Bank. However, in accordance with the Ordinance, additional fees may be required in connection with future development of any portion of the Subject Property.

6. Notices. All notices, demands, or other documents required or desired to be given, made or sent to either Party under this Agreement shall be made in writing, shall be deemed effective upon receipt, and shall be personally delivered, mailed postage prepaid, certified mail, return receipt requested, or sent by electronic mail on the condition that the recipient acknowledges receipt thereof, as follows:

TO DEVELOPER:

Timberline Gymnastics, Inc.
Att: Mark Bogoger
13927 Fox Ridge Dr.
Broomfield, CO 80020
Email: mbogoger@yahoo.com

TO THE TOWN:

Town of Johnstown
c/o Town Clerk
450 S. Parish Ave.
Johnstown, CO 80534
notices@johnstownco.gov

WITH A COPY TO
THE TOWN ATTORNEYS:

Avi Rocklin, Esq.
Johnstown Town Attorney
1437 N. Denver Avenue, #330
Loveland, CO 80538
avi@rocklinlaw.com

Peter J. Ampe
Arthur Sayre
Hill & Robbins, P.C.
3401 Quebec Street, Suite 3400
Denver, CO 80207
peterampe@hillandrobbins.com
arthursayre@hillandrobbins.com

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

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

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

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

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

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

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

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

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

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

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

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

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

Signatures follow

TIMBERLINE GYMNASTICS, INC.

By: Mark M Bogger
Name: Mark M Bogger
Title: President

STATE OF Colorado)
) ss
COUNTY OF Weed)

SUBSCRIBED AND SWORN to before me this 12 day of January, 2026 by
Mark Bogger as the President of TIMBERLINE GYMNASTICS, INC.

Witness my hand and official seal.

BRENDA ALLY ESCANAME MARTINEZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234015836
MY COMMISSION EXPIRES 04/26/2027

Brenda Ally Escaname Martinez
Notary Public
1779 Highway 7
Erie Co 80516
Address
303-635-3160
Telephone

My Commission Expires: 04/26/2027

TOWN OF JOHNSTOWN, COLORADO,
a municipal corporation

By: _____
Michael P. Duncan, Mayor

ATTEST:

By: _____
Meghan Martinez, Town Clerk

EXHIBIT A

LEGAL DESCRIPTION

Lots 2, 3, 4, 5 and 6, Block 10, 2534 Filing No. 6
Located in the Northwest Quarter of Section 14,
Township 5 North, Range 68 West of the 6th P.M.
Town of Johnstown, County of Larimer, State of Colorado

EXHIBIT B

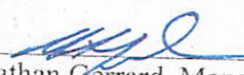
RAW WATER CREDIT ALLOCATION ACKNOWLEDGMENT

This is to acknowledge and agree that the Town of Johnstown may allocate raw water credit from the Gerrard Family Partnership, LLLP and Thompson Ranch Development Company raw water credit accounts held by the Town of Johnstown, known as the "2534 Master Association Potable Water Bank" and the "2534 Master Association Non-Potable Water Bank," to provide water service to Timberline Gymnastics, Inc., a Colorado corporation ("Owner"), for the development known as the Timberline Gymnastics location in Johnstown ("Development"), and to any successor occupant of the premises pursuant to a Water and Sewer Service Agreement ("WSSA") to be executed between Owner and the Town. The amount of such allocated raw water credit is calculated to be 0.28 acre-feet per year from the 2534 Master Association Water Bank for potable in building use and 2.87 acre-feet per year from the 2534 Master Association Water Bank for non-potable irrigation use, subject to adjustment pursuant to the terms of the WSSA and the Johnstown Municipal Code.

The premises referenced herein are described on Exhibit A to the WSSA.

The undersigned certify that they are authorized to execute this Raw Water Allocation Acknowledgment on behalf of Gerrard Family Partnership, LLLP and Thompson Ranch Development Company.

THE GERRARD FAMILY PARTNERSHIP, LLLP



Nathan Gerrard, Managing Partner
The Gerrard Family Limited Partnership, LLLP

Dated: 1/28/2026

THOMPSON RANCH DEVELOPMENT COMPANY



Todd Williams, Vice President
Thompson Ranch Development Company

Dated: 1/28/2026



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

Town Council Consent Agenda Communication

Agenda Date: February 2, 2026

Subject: 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

Attachments: 1. Ordinance 2026-285

Presented by: Meghan Martinez, Town Clerk

Agenda Item Description:

Ordinance No. 2026-285 was introduced and passed upon first reading after a public hearing at the Town Council's regular meeting on January 5, 2026.

This ordinance proposes amendments to Chapters 5 and 6 of the Johnstown Municipal Code. The amendments include updates to business licensing, short-term rental licensing, and liquor licensing administration in Chapter 6, as well as the repeal of outdated telephone occupation tax provisions in Chapter 5.

Amendments to Section 6-3 modify the term of an annual business license so that it expires on the last day of the month one year from the date of issuance, rather than on December 31. This change establishes a rolling renewal system that better aligns license terms with their issuance dates. Section 6-63 is amended to enhance short-term rental compliance by requiring the short-term rental license number to be displayed in a conspicuous location on all print and online advertisements, in addition to being posted within the licensed property.

The ordinance also updates liquor licensing provisions to reflect changes in state law and to improve administrative efficiency. Section 6-172 is amended to reference the correct statutory citation following the State's recodification of liquor laws under Title 44, C.R.S. Section 6-175 expands the Town Clerk's delegated authority to process additional administrative liquor license applications, including transfers of ownership when no hearing is required.

In addition, the ordinance proposes amendments to Chapter 5 to repeal Article III in its entirety. Article III governs telephone occupation taxes, including provisions related to application, payment, nonpayment, purpose, and associated offenses and liabilities. Due to significant technological advancements since the adoption of this article in 1979, these provisions are no longer applicable and do not generate meaningful revenue compared to administrative oversight.

Strategic Plan Alignment:

Organizational Excellence & Public Trust

- Strengthen public trust and confidence

Legal Advice:

The ordinance was drafted by the Town Attorney.

Financial Advice:

N/A

Recommended Action:

Staff recommends approval of Ordinance 2026-285 on second reading.

Reviewed and Approved for Presentation



Town Manager

TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2026-285

AN ORDINANCE 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 LICENSES; AND SECTIONS 6-172 AND 6-175 OF THE JOHNSTOWN MUNICIPAL CODE CONCERNING LIQUOR LICENSING; REPEALING ARTICLE III OF CHAPTER 5 OF THE JOHNSTOWN MUNICIPAL CODE CONCERNING THE TELEPHONE OCCUPATION TAX

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

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

WHEREAS, Chapter 6 of the Johnstown Municipal Code regulates business licensing; and

WHEREAS, Article I of Chapter 6 contains general business licensing regulations, and Section 6-3 contained therein addresses the length of business licenses; and

WHEREAS, the Town Clerk recommends that the Town Council amend Section 6-3 to provide that a business license shall terminate on the last day of the month one (1) year from the date of issuance, rather than on December 31 of each calendar year; and

WHEREAS, Article IV of Chapter 6 contains short term rental licensing regulations, and Section 6-63 contained therein addresses, among other provisions, posting requirements concerning the short-term rental license; and

WHEREAS, the Town Clerk recommends that the Town Council amend Section 6-63 to require that the short-term business license number be included in a conspicuous location on all print and online advertising for the short-term rental of the property; and

WHEREAS, Article IX of Chapter 6 contains liquor licensing regulations, and Sections 6-172 and 6-175 contained therein set forth, respectively, relevant definitions and the scope of the delegation of authority to the Town Clerk; and

WHEREAS, the Colorado General Assembly recodified liquor license regulations and the Town Clerk recommends that the Town Council amend Section 6-172 to reflect the correct statutory reference for state law liquor license regulations; and

WHEREAS, the Town Clerk further recommends that the Town Council amend Section 6-175 to delegate additional authority to the Town Clerk to process the transfer of ownership of liquor licenses; and

WHEREAS, based on the recommendations of the Town Clerk, the Town Council desires to amend Sections 6-3, 6-62, 6-172 and 6-175 of the Johnstown Municipal Code; and

WHEREAS, the Town adopted a telephone occupation tax in 1979, codified at Article III of Chapter 5 of the Johnstown Municipal Code, levying on and against each telephone utility company operating within the Town a tax on the occupation and business of maintaining a telephone exchange and lines connected therewith and of supplying local exchange telephone service to the inhabitants of the Town; and

WHEREAS, because the nature of telephone service has changed since adoption of the telephone occupation tax over forty-five (45) years ago and the telephone occupation tax is no longer imposed or collected by the Town and will not likely be subject to imposition or collection in the future, Town Staff recommends that the Town Council repeal the telephone occupation tax; and

WHEREAS, based on Town Staff's recommendation, the Town Council desires to repeal Article III of Chapter 5 of the Johnstown Municipal Code; and

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

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

Section 1. Recitals. The recitals set forth above are affirmed and incorporated herein.

Section 2. Section 6-3. Section 6-3 of the Johnstown Municipal Coder is hereby repealed and reenacted to read as follows:

Sec. 6-3. License required; term.

- (a) Unless exempted by the Town Clerk, the owner of each business within the Town shall obtain an annual business license. A separate business license shall be obtained for each premises, regardless of ownership, wherein business is conducted in the Town.
- (b) It is unlawful for an owner to commence, carry on or establish any business within the Town without first obtaining a business license.
- (c) Each business license shall remain in effect until the earlier of the following: (i) the last day of the month one (1) year from the date of issuance; (ii) the business no longer operates within the Town boundaries; or (iii) the ownership of the business changes. Upon termination, the business license shall, if the business continues to operate in the Town, be renewed upon payment of the business license renewal fee and the receipt of additional information, if any, required by the Town Clerk.

Section 3. Section 6-63. The title of Section 6-63 of the Johnstown Municipal Coder is hereby amended to read "Application for license; posting license," and subsection 6-63(b) is hereby repealed and reenacted to read as follows:

Sec. 6-63. Application for license; posting license.

...

- (b) If the Town Clerk determines that the issuance of the short-term rental license is consistent with this Article, the rules and regulations promulgated hereunder and the Code, the Town Clerk shall issue the short-term rental license. The license must be posted in a conspicuous location within the short-term rental property, and the license number must be included in a conspicuous location in all print and online advertising for the short-term rental of the property.

Section 4. Section 6-172. Section 6-172 of the Johnstown Municipal Coder is hereby amended to repeal and reenact the definition of *state liquor laws*, which shall hereinafter read as follows:

Sec. 6-172. Definitions.

...

State liquor laws means Title 44, Articles 3, 4 and 5, C.R.S., as amended, and the rules and regulations adopted thereunder by the Colorado Liquor Licensing Authority and the Colorado Department of Revenue.

Section 5. Subsection 6-175(a). Subsection 6-175(a) is hereby repealed and reenacted to read as follows:

Sec. 6-175. Administrative application and delegation of authority to Town Clerk.

- (a) *Town Clerk Administrative Authority.* Subject to the applicant's right of appeal to the Local Licensing Authority, the Town Clerk, pursuant to and in compliance with the applicable state liquor laws, is authorized to act as the local licensing authority and process and issue the following administrative applications:
- (1) Annual license renewals required by the state liquor laws, provided that the licensee has no pending actions, is not the subject of any official investigation and has not had any adjudicated violations or stipulations within the preceding year;
 - (2) Changes in shareholders, officers, directors or trade names of a licensee, provided that any investigation conducted by the Town does not reveal information that may reasonably form the basis of a determination that the applicant is not qualified to hold the respective license;
 - (3) Changes in the registered manager of a licensee, provided that any investigation conducted by the Town does not reveal information that may reasonably form the basis of a determination that the proposed manager is not qualified to hold the position;
 - (4) Modification of premises, provided that any investigation conducted by the Town does not reveal information that may reasonably form the basis of a determination that the premises should not be modified;
 - (5) Issuance of special events permits, provided that there are no persons filing a written objection to said permit;
 - (6) Issuance of temporary permits and, unless the Town Clerk determines that a hearing is warranted, transfer of ownership of liquor licenses; and
 - (7) Issuance and renewal of tastings permits.

Section 6. Repeal. Article III of Chapter 5 of the Johnstown Municipal Code (Telephone Occupation Tax) is hereby repealed.

Section 7. Severability. If any part or provision of this Ordinance, or its application to any person or circumstance, is adjudged to be invalid or unenforceable, the invalidity or unenforceability of such part, provision, or application shall not affect any of the remaining parts, provisions or applications of this Ordinance that can be given effect without the invalid provision, part or application, and, to this end, the provisions and parts of this Ordinance are declared to be severable.

Section 8. Repealer. All ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revise any ordinance, or part thereof, heretofore repealed.

Section 9. Publication; Effective Date. This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Home Rule Charter of the Town of Johnstown, Colorado (“Charter”) and the adoption, posting and publication shall be authenticated by the signature of the Mayor and the Town Clerk. This Ordinance shall become effective upon final passage as provided by the Charter. Copies of the entire Ordinance are available at the office of the Town Clerk.

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

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Meghan Martinez, Town Clerk

By: _____
Michael P. Duncan, Mayor

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

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Meghan Martinez, Town Clerk

By: _____
Michael P. Duncan, Mayor



450 S. Parish Avenue
Johnstown, CO 80534
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Town Council Consent Agenda Communication

Agenda Date: February 2, 2026

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

Attachments:

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

Presented by: Sarah Crosthwaite, Economic Development Director

Agenda Item Description:

Ordinance No. 2026-286 was introduced and passed upon first reading after a public hearing at the Town Council's regular meeting on January 21, 2026.

Ordinance 2026-286 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.

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

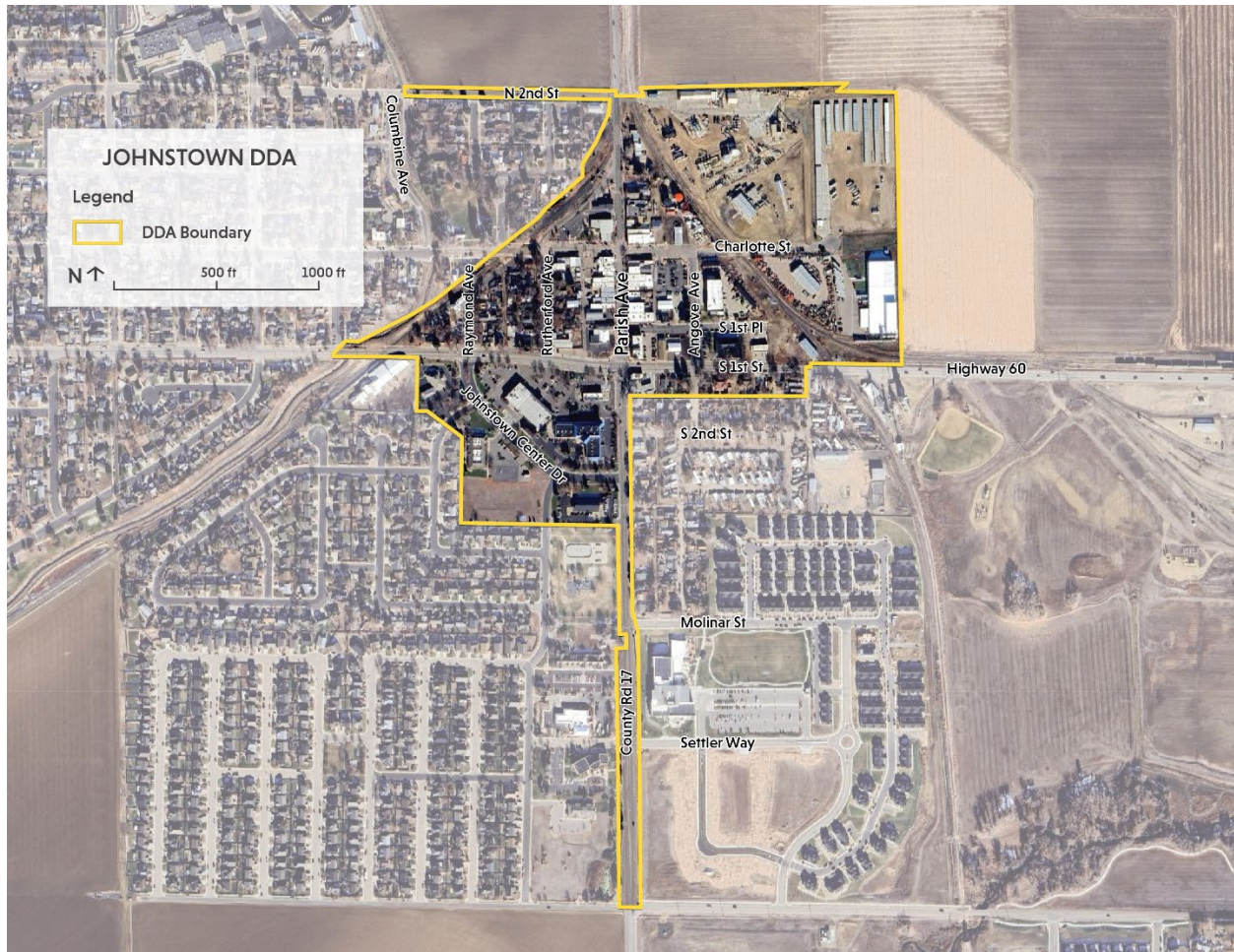


EXHIBIT B

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 Count 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



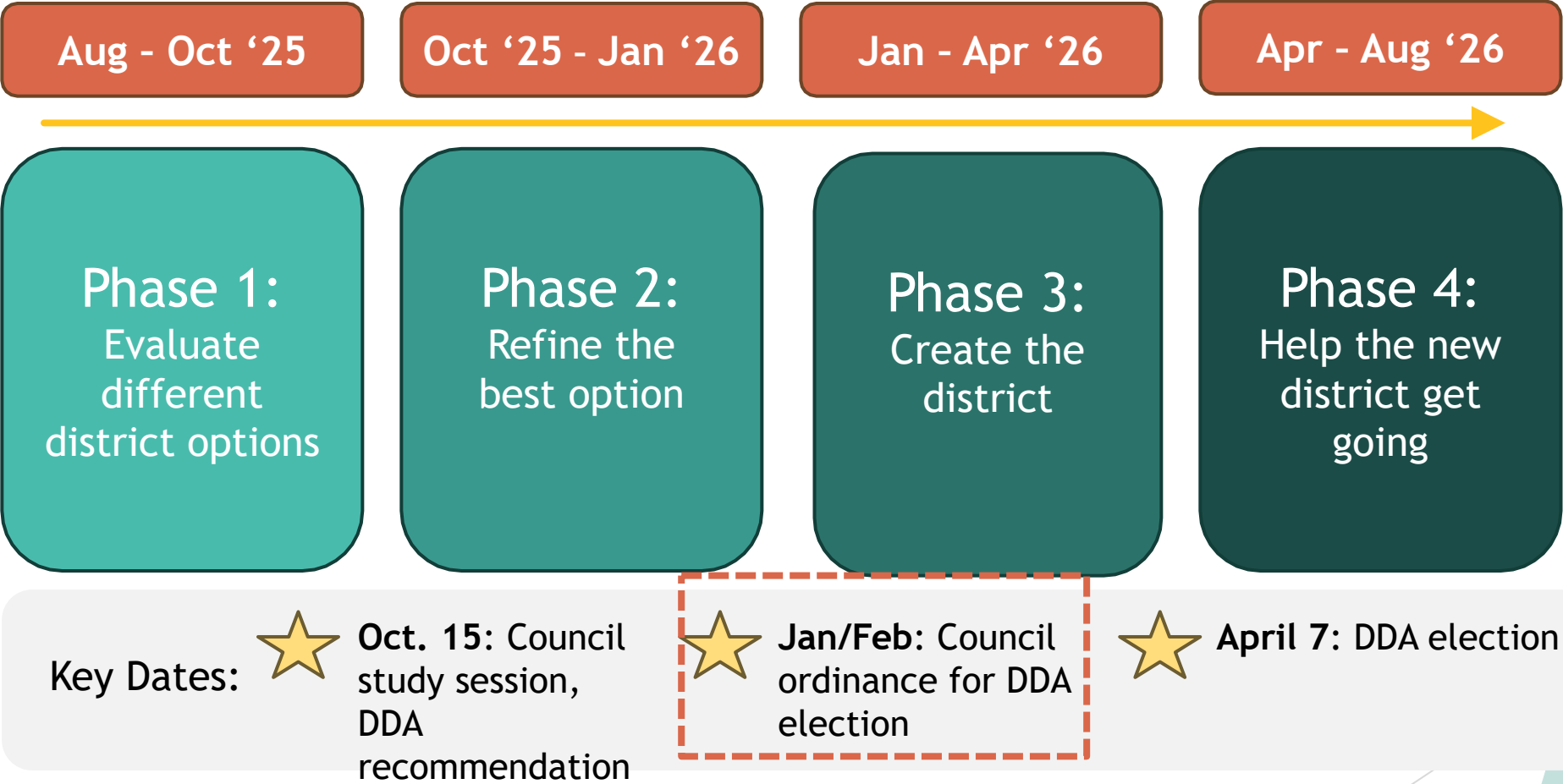
Plus, Downtown Brand, Comprehensive Plan, Design Guidelines, etc.

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?

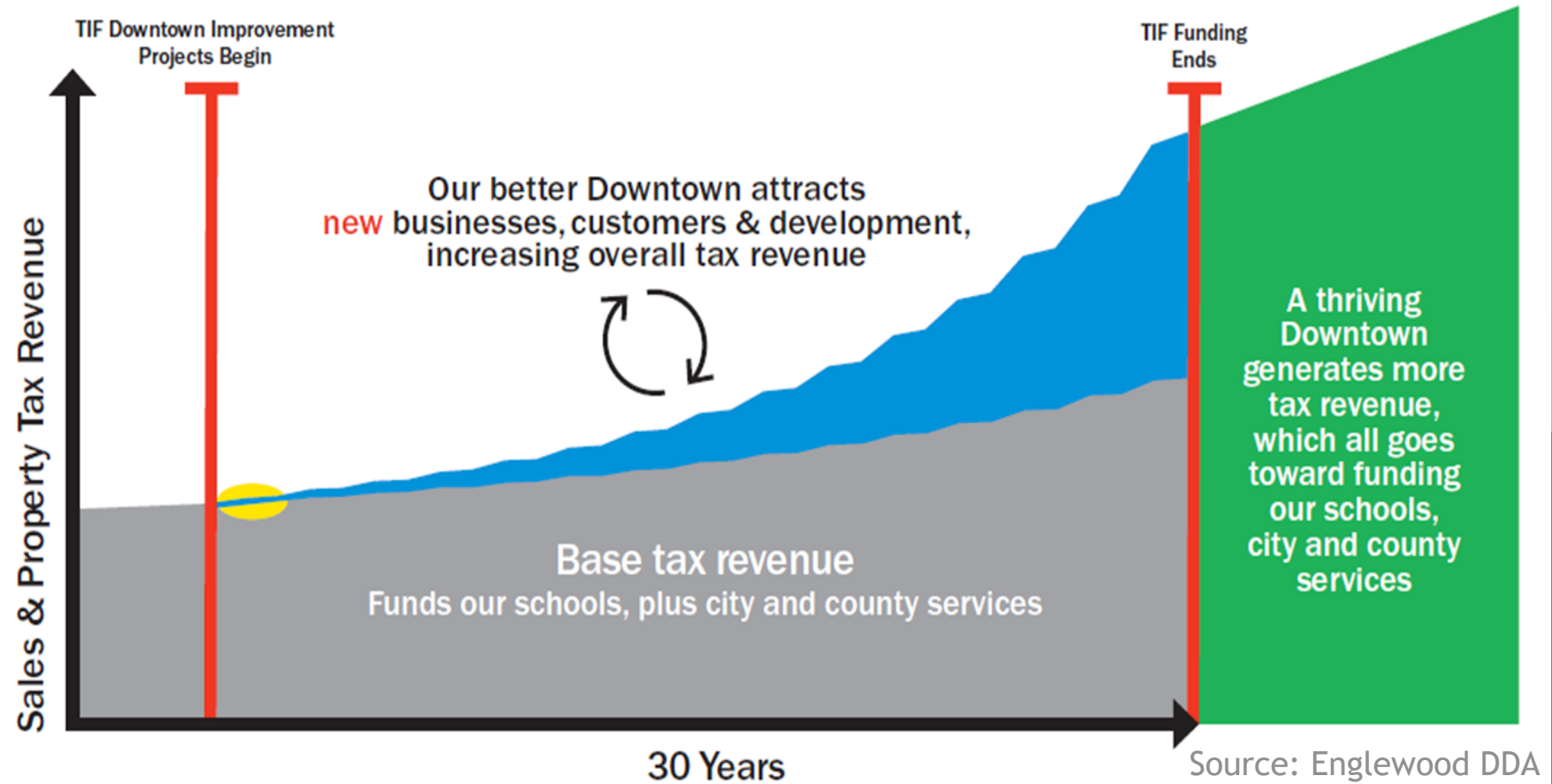
- ◆ Typical activities match most closely with Downtown Master Plan priorities
- ◆ Can fund services and major projects
- ◆ Includes commercial and residential properties (owners and tenants)
- ◆ Main funding source does *not* raise taxes
- ◆ Ongoing oversight and partnership with Town
- ◆ Greatest support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

Agenda Date: February 2, 2026

Subject: First Amendment to the Water Service Agreement between Ledge Rock Center Commercial Metropolitan District and the Town of Johnstown

Attachments: 1. First Amendment Water Service Agreement Ledge Rock Commercial Irrigation

Presented by: Sarah Crosthwaite, Economic Development Director

Agenda Item Description:

Enclosed for your review and consideration is the First Amendment to the Water Service Agreement between the Ledge Rock Center Commercial Metropolitan District and the Town of Johnstown. This amendment is being requested to amend and extend the original agreement and, in doing so, extend the Ledge Rock Center Commercial Irrigation Water Bank so the developer may continue to purchase water to support the irrigation needs of the commercial areas of the project.

For reference, Town Council approved the initial agreement on November 7, 2023, which provided water service specifically for the commercial irrigation portions of Ledge Rock Center and established a water bank to support the project's commercial irrigation demands.

The initial agreement terminated on December 31, 2025. As Ledge Rock Center continues to develop its commercial phases and attract retail and commercial tenants, Staff is requesting approval of this amendment to extend the agreement through December 31, 2027. Extending the agreement will allow the developer to continue purchasing water from the irrigation water bank to facilitate ongoing development and meet the irrigation needs of the commercial portions of the project. Any water not allocated to the project under the terms of the agreement by the new termination date will revert to the Town.

Strategic Plan Alignment:

Healthy & Resilient Economy

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

Legal Advice:

The Town Attorney drafted the amended agreement.

Financial Advice:

NA

Recommended Action:

Approve the First Amendment to the Water Service Agreement between Ledge Rock Center Commercial Metropolitan District and the Town of Johnstown.

Reviewed and Approved for Presentation

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

Town Manager

**FIRST AMENDMENT TO WATER SERVICE AGREEMENT
(Ledge Rock Center Commercial Irrigation)**

THIS FIRST AMENDMENT TO WATER SERVICE AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2025, by and between LEDGE ROCK CENTER COMMERCIAL METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the state of Colorado (“District”), and THE TOWN OF JOHNSTOWN, a Colorado municipal corporation, (“Town”), collectively sometimes referred to as “the Parties.”

RECITALS

WHEREAS, on or about November 7, 2023, the Parties entered into that certain Water and Sewer Service Agreement for the Project (“Agreement”); and

WHEREAS, based on the economic benefits, the additional employment and the extraordinary opportunity presented by the location of the Project in the Town, the Town agreed to allow the District to pay cash-in lieu of water dedication for the in-building water needs of associated with the Project; and

WHEREAS, to effectuate the foregoing, the Town set aside seven and one-half (7.5) shares of the Consolidated Home Supply Ditch and Reservoir Company (“Home Supply”) from the shares owned by the Town and created the Ledge Rock Center Commercial Irrigation Water Bank; and

WHEREAS, the Agreement provided that the Ledge Rock Center Commercial Irrigation Water Bank would terminate on December 31, 2025, and that the water that had not been used by the District would revert back to the Town; and

WHEREAS, the District has requested that the Town extend the Ledge Rock Center Commercial Irrigation Water Bank for an additional two additional years, to and including December 31, 2027, to satisfy the in-building water needs of the Project; and

WHEREAS, given the substantial value that has accrued to the Town by virtue of the Project, the Town desires to accommodate the District’s request and extend the Ledge Rock Center Commercial Irrigation Water Bank to December 31, 2027.

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

AGREEMENT

1. **Recitals and Terms.** The Recitals are incorporated into the Agreement as if fully set forth herein. Capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

2. **Paragraph 2 of the Agreement.** Paragraph 2 of the Agreement shall be amended in full to read as follows:

2. ***Creation of a Water Bank.*** To facilitate the development of the Project, the Town agrees to allow the District to use up to seven and one-half (7.5) shares of the Consolidated Home Supply Ditch and Reservoir Company (up to 60 acre-feet per year) from the shares owned by the Town for the irrigation water needs of the Project, pursuant to the terms of this Agreement. The water may not be used for any other purpose. Upon the execution of this Agreement, the water shares shall be set aside and placed into a water bank, to be known as the Ledge Rock Center Commercial Irrigation Water Bank. The Town's Water Engineer shall manage the Ledge Rock Center Commercial Irrigation Water Bank and maintain an accurate accounting of the water that is used and the water that is still available for use by the District.

The Ledge Rock Center Commercial Irrigation Water Bank will terminate on December 31, 2027. Water that has not been allocated to the use of the District pursuant to the terms of this Agreement by December 31, 2027, shall revert back to the Town, be available for any and all uses deemed appropriate by the Town and not be available for any use by the District absent a written amendment to this Agreement signed by the Parties.

Notwithstanding anything contained herein, the District shall not be obligated to purchase the right to use water from the Ledge Rock Center Commercial Irrigation Water Bank.

3. **Validity of Agreement.** Except as expressly provided in this First Amendment, the Agreement has not been amended, supplemented or altered in any way by this First Amendment and the Agreement shall remain in full force and effect in accordance with its terms. If there is any inconsistency between the terms of the Agreement and the terms of this First Amendment, the provisions of this First Amendment will govern and control.

[The remainder of the page intentionally left blank.]

LEDGE ROCK CENTER COMMERCIAL METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the state of Colorado

By: _____
Name: _____
Its: President
Date: _____

Secretary

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Witness my hand and official seal.

My commission expires: _____

Notary Public

ATTEST:

TOWN OF JOHNSTOWN, COLORADO
a municipal corporation

By: _____
Meghan Martinez, Town Clerk

By: _____
Michael P. Duncan, Mayor



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

Town Council Consent Agenda Communication

Agenda Date: February 2, 2026

Subject: First Amendment to the Water and Sewer Service Agreement between Ledge Rock Center and the Town of Johnstown.

Attachments: 1. First Amendment to the Water and Sewer Service Agreement between Ledge Rock Center and the Town of Johnstown.

Presented by: Sarah Crosthwaite, Economic Development Director

Agenda Item Description:

Enclosed for your review and consideration is the First Amendment to the Water and Sewer Service Agreement for Ledge Rock Center, Commercial Phase 1. This amendment is being requested to amend and extend the original agreement and, in doing so, extend the Ledge Rock Center Water Bank so the developer may continue to purchase water needed to support ongoing commercial and retail development at the site.

For reference, Town Council approved the initial agreement on October 3, 2022, which provided water and sewer service for the commercial portions of Phase 1 of Ledge Rock Center and established a water bank to support the project's commercial and retail water demands.

The initial agreement terminated on December 31, 2025. As Ledge Rock Center continues to develop its commercial phases and attract retail and commercial tenants, Staff is requesting approval of this amendment to extend the agreement through December 31, 2027. Extending the agreement will allow the developer to continue purchasing water from the water bank to facilitate development and tenant attraction. Any water not allocated to the project under the terms of the agreement by the new termination date will revert to the Town.

Strategic Plan Alignment:

Healthy & Resilient Economy

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

Legal Advice:

The Town Attorney drafted the amended agreement.

Financial Advice:

NA

Recommended Action:

Approve the First Amendment to the Water and Sewer Service Agreement between Ledge Rock Center and the Town of Johnstown for Ledge Rock Center, Commercial Phase 1.

Reviewed and Approved for Presentation

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

Town Manager

**FIRST AMENDMENT TO
WATER AND SEWER SERVICE AGREEMENT
(Ledge Rock Center Commercial Phase I)**

THIS FIRST AMENDMENT TO WATER AND SEWER SERVICE AGREEMENT is made and entered into this ____ day of _____, 2025, by and between LEDGE ROCK CENTER, LLC, a Kansas limited liability company (“Developer”), and THE TOWN OF JOHNSTOWN, a Colorado municipal corporation, (“Town”), collectively sometimes referred to as “the Parties.”

RECITALS

WHEREAS, on or about October 3, 2022, the Parties entered into that certain Water and Sewer Service Agreement for the Project, recorded in the Weld County Clerk & Recorder’s Office at Reception No. 4859264 (“Agreement”); and

WHEREAS, based on the economic benefits, the additional employment and the extraordinary opportunity presented by the location of the Project in the Town, the Town agreed to allow the Developer to pay cash-in lieu of water dedication for the in-building water needs of associated with the Project; and

WHEREAS, to effectuate the foregoing, the Town set aside three and six-tenths (3.6) shares of the Consolidated Home Supply Ditch and Reservoir Company (“Home Supply”) from the shares owned by the Town and created the Ledge Rock Center Water Bank; and

WHEREAS, the Agreement provided that the Ledge Rock Center Water Bank would terminate on December 31, 2025, and that the water that had not been used by the Developer would revert back to the Town; and

WHEREAS, the Developer has requested that the Town extend the Ledge Rock Center Water Bank for an additional two additional years, to and including December 31, 2027, to satisfy the in-building water needs of the Project; and

WHEREAS, given the substantial value that has accrued to the Town by virtue of the Project, the Town desires to accommodate the Developer’s request and extend the Ledge Rock Center Water Bank to December 31, 2027.

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

AGREEMENT

1. **Recitals and Terms.** The Recitals are incorporated into the Agreement as if fully set forth herein. Capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

2. **Paragraph 2 of the Agreement.** Paragraph 2 of the Agreement shall be amended in full to read as follows:

2. ***Creation of a Water Bank.*** To facilitate the development of the Project, the Town agrees to allow the Developer up to three and six-tenths (3.6) shares of the Consolidated Home Supply Ditch and Reservoir Company (up to 28.8 acre-feet annually) from the shares owned by the Town for the commercial and retail in-building water needs of the Project, pursuant to the terms of this Agreement. The water may not be used for any other purpose. Upon the execution of this Agreement, the water shares shall be set aside and placed into a water bank (“Ledge Rock Center Water Bank”). The Town’s Water Engineer shall manage the Ledge Rock Center Water Bank and maintain an accurate accounting of the water that is used and the water that is still available for use by the Developer.

The Ledge Rock Center Water Bank will terminate on December 31, 2027. Water that has not been allocated to the use of the Developer pursuant to the terms of this Agreement by December 31, 2027, shall revert back to the Town, be available for any and all uses deemed appropriate by the Town and not be available for any use by the Developer absent a written amendment to this Agreement signed by the Parties.

Notwithstanding anything contained herein, the Developer shall not be obligated to purchase the right to use water from the Ledge Rock Center Water Bank.

3. **Validity of Agreement.** Except as expressly provided in this First Amendment, the Agreement has not been amended, supplemented or altered in any way by this First Amendment and the Agreement shall remain in full force and effect in accordance with its terms. If there is any inconsistency between the terms of the Agreement and the terms of this First Amendment, the provisions of this First Amendment will govern and control.

[The remainder of the page intentionally left blank.]

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

LEDGE ROCK CENTER, LLC

By: _____
_____, Authorized Member

STATE OF _____)
) ss.
COUNTY OF _____)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2025,
by _____, as the authorized member of Ledge Rock Center, LLC.

WITNESS my hand and official seal.

Notary Public

My commission expires:

Address

ATTEST:

TOWN OF JOHNSTOWN, COLORADO
a municipal corporation

By: _____
Meghan Martinez, Town Clerk

By: _____
Michael P. Duncan, Mayor



TOWN MANAGER'S REPORT



February 2026

JohnstownCO.gov



TOWN MANAGER'S REPORT

Administration, Finance, Planning, Human Resources, and Communications

Upcoming Council Meetings & Work Sessions

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

- 02/01/2026 – Regular Council Meeting
- 02/18/2026 – Regular Council Meeting
- 02/23/2026 – Council Work Session 6 p.m.

Strategic Plan Update

Staff is putting the final touches on the annual update to the Strategic Plan. This update reflects current priorities and longer term goals and will be presented to the Town Council at a meeting in February.

Public Art Master Plan

Work on the Public Art Master Plan continues to move forward. The project consultants have nearly wrapped up the public survey and have been actively engaging with the community through meetings with local groups to discuss potential locations for public art throughout Johnstown. The Council will have a work session with the consultant to provide their valuable thoughts and feedback in February.

Community Survey Results

Results from the recent Community Survey are now available. Residents shared that Johnstown continues to be a great place for families, with a strong overall quality of life. Survey responses highlighted feelings

of safety and satisfaction with housing, as well as water and sewer utilities. Residents also identified opportunities for continued improvement in areas such as the local economy, transportation, and parks and trails.

2025 Building Permit Data

- 528 new residential permits issued
- 988 basements/alterations/additions permits issued
- 18 new commercial permits issued
- 103 tenant finish/alternations/additions permits issued

Municipal Court – December 2025

- A total of 70 cases being closed.
 - Code Violations: 3
 - Traffic Violations: 33
 - Theft: 22
 - Other Criminal Cases: 8
 - Parking: 5

Planning Department Applications 2025

- The Planning Department accepted the following applications in 2025:
 - Plan Amendments (7)
 - Construction Drawings (2)
 - Downtown Corridor Plan Review (1)
 - Development Plan Reviews (18)
 - Floodplain Review (1)
 - Land Use Code Amendment (1)
 - Miscellaneous Review (Model Home) (1)
 - Plats (9)
 - Use By Special Review (3)
 - Wireless Communications Facility Application (1)
 - Zoning Applications (5)

The Community that Cares

TOWN MANAGER'S REPORT

FY 2025 Town External Financial Audit

Interim fieldwork was completed remotely by Hinkle & Company, P.C. in early January. All open inquiries have been satisfied, and the Finance Department is now focusing on preparation for final fieldwork, which will be held on site in March.

January GOAT Award

The January GOAT Award was presented to Holly Darby for her dedication at and to the Senior Center Community. Some of the notable successes include:

- Increased touchpoints and engagement with senior residents by 48% in just the past year.
- Introduced new and engaging programming, including the Healthy Brain and Body Series, and the popular Mahjonn sessions.
- Oversaw the Christmas Boutique which had higher-than-normal attendance this year.
- Helped achieve an all-time high for Friendly Fork participation in November 2025, with 317 meals served – 42% more than November 2024 and successfully managed the Friendly Fork Prime Rib meal, serving 105 seniors.

Pet Licenses

Our team at the Front Desk are now issuing pet licenses. This helps to expedite the process and create a more positive experience when visiting Town Hall!

Xpress BillPay Training

The Finance, Town Clerk, and Communications Departments participated in training from Xpress BillPay via Microsoft Teams on January 12, where some Staff were able to get a great refresher of the

program, and others who are newer were able to get a robust walk-through of its functionality.

Conservation Trust Report

The Annual Conservation Trust Fund Report was filed with the State of Colorado Department of Local Affairs on January 13. The funds generated for the Conservation Trust Fund come from State of Colorado lottery proceeds.

Downtown Improvement District Study

Town Staff continues to work with our consultants at PUMA to prepare the needs items prior to the anticipated April election, which will bring forward two ballot questions regarding establishing a Downtown Development Authority (DDA) and Tax Increment Financing (TIF) in the downtown. The DDA would replace the existing volunteer led JDDA and TIF would ensure future revenue in the downtown to be reinvested in the downtown without creating new taxes or increasing taxes.

Ribbon Cuttings

- Town Staff has hosted two ribbon cuttings in January and is proud to welcome the following businesses to Johnstown:
 - Sierra Vista Behavioral Health
 - Arabella Event Center

Placer AI

Town Staff has recently launched Placer AI, which is an online data/demographics platform that will assist the Town in their retail recruitment/attraction efforts. The platform also provides data regarding traffic, public park visitation, event attendance, etc. Access to the platform will be shared across multiple departments

TOWN MANAGER'S REPORT

who may benefit from the data and analytics it provides.

April 7, 2026 Election

- Nomination Petitions are due on January 26, 2026 at 5:00 PM.
- The Johnstown Breeze has scheduled a Candidate Forum for March 19 from 7:00 – 9:00 PM.
- The regular election will also include a ballot measure asking voters to consider a 0.5% sales and use tax for open space, parks and trail purposes.
- There will be a separate ballot to consider the establishment of a Downtown Development Authority (DDA) along with an associated TABOR provision for Tax Increment Financing (TIF). Voters of this measure will be those within the proposed DDA boundary only.

Senior/Community Center Project

Design continues for the Senior/Community Center project in partnership with TRPR. Fransen Pittman recently joined the meetings to facilitate construction preparation, estimating, and value engineering. Civil engineering is also underway for offsite improvements required by the Town and to extend wet utilities.

Presidents' Day Observed

The Town Offices will be closed on February 16 in observance of Presidents' Day.

Police Department

Stats: December 2025

- Officers responded to 1176 calls for service.
- Officers took 40 traffic accident reports.
- Officers conducted 102 traffic stops
 - Code Violations (53)
 - Code Tickets (12)

- Animal Complaints (41)
- Suspicious Activity (89)
- Disturbances (13)
- Disturbance With Weapons (2)
- Vandalism (8)
- Trespassing (5)
- Theft (67)
- Burglar Alarms (31)
- Harassments (21)
- Assaults (3)
- Stolen Vehicles (3)
- Sex Offense (3)

- Officers issued 66 traffic citations.
- Officers made 29 physical arrests.

Case of Interest

Officers responded to a local convenience store on a burglary in which the windows had been shot out and there had been an attempt to steal the ATM. It was learned that a crew of individuals had been breaking into gun stores and stealing guns along the I-25 corridor. Utilizing technology, we were able to prove that the same vehicle that was involved in our convenience store burglary was also used in multiple other burglaries, including gun stores. Multiple search warrants were served in the Denver Metro area. Detectives are currently working with local, state, and federal agencies to identify specific individuals.

Training

- Police Academy – We are excited to announce that Cadet Rhys Kelly started the Front Range Police Academy. Officer Harrell will be mentoring him through his academy journey.
- Mini Academy – Officer Gomez and Officer Lorenzo started the mini-academy and will begin their FTO program.

TOWN MANAGER'S REPORT

Community Policing, Outreach, & Miscellaneous Items

- *Eagles Game Race*- Detectives with Johnstown PD attended a first responders appreciation Eagles Game in Loveland. Detective Horwitz and Detective Sergeant Perry were chosen to race tricycles on the ice against firefighters from the metro area. We are happy to report that our Detectives won the race and were awarded bragging rights!



*Detectives in the race



*The winning Team!

Public Works

A total of 93 work orders were completed this month consisting of various activities including pothole patching, street sweeping, gravel road grading, road sign repair, funerals and a variety of other street, park and cemetery related maintenance work.

Johnstown Lake Rip Rap

With the Johnstown reservoir level lowered for the toe drain installation, Public Works staff have been redistributing and adding rip rap rock reinforcement all around the banks of the reservoir to help prevent erosion of the banks.



*Rip rap installation along the Johnstown Lake

Pedestrian Crossing at CR17/CR46

Public Works staff recently upgraded the malfunctioning flashing crosswalk signage at this intersection so that the signal is now fully functional again.

Pavement Condition Index Study

Seven responses were received to the Town's Request for Proposals (RFP) to complete an updated pavement condition index study. Several street assets will be inventoried and assessed with this work including pavement condition, street markings, ADA ramps, concrete curb, gutter and sidewalk and crosspans. The total cost of the study is \$44,250.00 with the report and results are expected by the Fall 2026.

2026 Pavement Maintenance Program

Locations and plans are being finalized for the 2026 pavement maintenance program. Work will include

TOWN MANAGER'S REPORT

repaving and slurry seal of streets that warrant improvements along with concrete replacement adjacent to streets that require repaving. It is expected that the projects will be bid out in February with Council contract award recommendations by early April.

Utilities

WTP Highlights

- Dissolved Air Flotation (DAF) basin #1 maintenance was completed and brought back on-line.
- Plant shutdown has been successful, and the PLC has been switched out. The Plant is back on-line. During this period, the Town was on its interconnects with regional partners in the area.
- Electrical contractors will continue to install the components of the remodeled electrical room.

Water Treatment Plant

- Maximum Daily Flow: 2.106 MGD out of 6 MGD
- Average Daily Plant Influent flow: 1.619 MGD
- Average Daily Plant Effluent flow to distribution: 1.599 MGD
- Average Daily system demand: 1.560 MGD
- Totalized Monthly distribution flow: 30.390 MG
- Totalized Utilization of Little Thompson interconnect: 1.76 MG; Average daily 0.93 MGD

Low Point WWTP

- Average Daily Flows: 0.455 MGD
- Facilities Update: Damage to the main building from roof leak has been mitigated. Drywall and flooring replacement is underway by Town Staff and is greatly appreciated. This in-house work has mitigated a substantial repair cost that would typically use a contractor.

TOWN MANAGER'S REPORT

- Treatment Performance: Ammonia levels at Low Point are measuring at 0.05mg/l.
 - A mass of 0.05 milligrams (mg) is extremely small. It is equivalent to 50 micrograms (mcg). For comparison: A single grain of salt weighs roughly 0.05 mg to 0.06 mg, about the size of a speck of dust or small particle.
- Through dedicated treatment oversight, we achieved 99.5% solids removal and we are on track to remove approximately 87,768 pounds of waste for the month.

Central WWTP

- Average Daily Flows: 0.931 MGD
- Process Upgrades: The new stormwater line leading to the Little Thompson River is being trenched and installed. The rough grading of site is complete and will likely be seeded later this year as Spring approaches.
- System Transition: The plant now has running clean Town water! Moltz is almost completed pumping down lagoon levels in preparation for Denali to decommission old lagoon system. Council approved this work at the January 21 Regular Council Meeting.
- Facility Modifications:
 - The old non-potable system has been removed and the concrete pads were jackhammered out.
 - Drywallers are mudding and taping the new bathroom facilities that will include a locker room with plumbing and showers.
- Treatment Performance: Achieved 99.6% removal of solids, equating to approximately 95,413 pounds of waste removed.

Sewer Collections and Water Distribution Systems (C&D)

- Issues Reported: 5
- Work Orders Completed: 126
- We welcomed new hire Adam Strauch on January 26, 2026 as a Utility Operator 2.

Collection

- Paul's Anytime completed the annual cleaning of sewer mains in the zones identified. Each year the Town cleans a portion of the system to ensure waste flows properly based on the slopes of the gravity main.
- Routine checks of sewer trouble areas.

Distribution

- Water Service Shut Offs: 12
- New Meter Installs: 24 and 1 Fail
- Meter Replacements/Reprogram: 26
- Monthly Manual Reads: 12 Hydrant and 5 Service
- Locate Tickets Completed: 354
- Hydrant Meters: 1 Delivered and 1 Picked up
- Routine PRV Checks: 8 Locations
- Routine system flushes: 9 Locations

Inspections, Installations & Work Orders

- 423' water main
- 368' storm sewer main
- 147 building permit inspections

Capital Projects

Meastas Street Storm Drainage

The new storm sewer outfall pipe in Molinar St. has now been installed and Molinar St. has been reopened to traffic. The contractor will now turn their attention to

TOWN MANAGER'S REPORT

concrete paving the alley north of Molinar St. between Parish Ave. and Maestas St. Paving work should be complete by mid-February, weather permitting, which will complete this project.

Highway 60 & Colorado Boulevard Intersection

Irrigation pipe relocation agreements are taking longer than expected and have forced the irrigation relocation work to be delayed until after the summer irrigation season. Irrigation ditch relocation work is now expected to be advertised for bids along with the roadway improvements in late Spring. Construction work on the project is now expected to start in August with the irrigation work commencing later in the fall after dry utility relocations are complete. Intersection construction is expected to be complete by Fall of 2027.

Water Treatment Plant Expansion

The contractor has completed a majority of the exterior masonry blocks and the steel buildings have been erected. In the photo below, you can see the progress on the solids handling building. The contractor is continuing to work on installing internal piping in the treatment building so that the remaining six granular activated carbon (GAC) vessels can be installed. A major milestone from January is that the final distribution connection was made successfully with minimal disruption to residents. This will set the project up well for commissioning to begin later this year.

Lone Tree Raw Water Transmission Line

Town Staff are continuing to coordinate with the design engineer and the landman on obtaining all necessary easements. Once easements are obtained, this

will allow the construction plans to be finalized and submitted to the appropriate jurisdictions. Progress has been made with several property owners in both Larimer County and Weld County. In addition, progress has been made on the necessary agreements with the Home Supply Ditch and Reservoir Company.

Central Wastewater Treatment Plant

The contractor has finished installed the storm water outfall pipe which will allow them to continue to progress on the internal site grading, stormwater infrastructure, and the detention pond. Town Council also awarded the change order for decommissioning of the existing lagoons which will begin in spring when the weather warms up.



*Solids Handling Building

Johnstown Reservoir Toe Drain

The contractor continues to install the toe drain along the north side of Johnstown Reservoir. Overall, the project is progressing well as the contractor develops their process for meeting installation requirements and

TOWN MANAGER'S REPORT

testing. Staff is continuing to coordinate with the State to ensure that all work is acceptable to ensure that we can fill the Reservoir in the Spring.



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

Town Council Agenda Communication

Agenda Date: February 2, 2026

Subject: Cookie Island Signage

Attachments: 1. Cookie Island Signage - Updated
2. Cookie Island Signage - Original

Presented by: Matt LeCerf, Town Manager

Agenda Item Description:

In September, Town Council was presented with sign concepts for various locations throughout the community as envisioned by the Town Council. One of the sign designs was located at Cookie Island, and Town Council requested that additional concepts be provided to Council for their consideration. Included for your review and convenience are both the original and the updated sign concept that Staff is requesting feedback and/or support to move forward with the construction of the sign. The sign concept updates continue to compliment the downtown brand that is supported by the Downtown business owners to create a uniform look in the downtown.

While tangentially related to this agenda item, two of the sign concepts were approved — one along Parish Avenue near the planned site of the Senior Center currently in development, and a second along Highway 60 near Carlson Blvd. The Senior Center signage will be coordinated and constructed in conjunction with the Senior Center facility. The signage at Highway 60 and Carlson Blvd. was denied approval by CDOT because they will not permit the signage within their right of way. An alternative location outside their right of way near this location would not have been visible from the intersection. Consequently, Staff is currently exploring the other option proposed by Town Council further to the west. Staff is in the process of developing photo concepts to understand height and visual concepts as drivers approach the location that is outside the CDOT right of way. We hope to be able to provide these alternatives for consideration soon.

Strategic Plan Alignment:

Organizational Excellence & Public Trust

- Engage, inform and involve the community

Safe & Welcoming Community

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

Healthy & Resilient Economy

- Invest in the development of a vibrant and interconnected downtown

Natural & Built Environment

- Expect and encourage community-centered design

Quality Infrastructure & Facilities

- Ensure future viability of infrastructure and facilities

Legal Advice:

Not Applicable

Financial Advice:

Funding is available to support construction of the signage.

Recommended Action:

Staff recommends support and approval of the updated concept, specifically Page 4 of 8 on the updated illustrations.

Suggested Motions:

For Approval: I move to approve the construction of the Cookie Island Signage as presented, specifically the concept on Page 4 of 8 in the updated design options; and authorize the Town Manager to execute all documents related to this project to complete the installation.

For Denial: I move to deny all sign concepts as presented and request additional designs be drafted and presented to Town Council for consideration.

Reviewed and Approved for Presentation



Town Manager



DOWNTOWN JOHNSTOWN

EXTERIOR PACKAGE

PROJECT ADDRESS:
WEST SOUTH 1ST STREET & SOUTH IDAHO AVENUE
JOHNSTOWN, CO 80534

PREPARED BY:
AD LIGHT GROUP
4150 ELATI STREET
DENVER, CO 80216

DATE:
AUGUST 2025



4150 Elati St.
Denver, CO 80216
303-399-3334
adlightgroup.com

PROJECT NUMBER
250581-02

DRAWING TYPE
☐ Presentation
☒ Construction Drawing
☐ Production

CLIENT
Town of Johnstown

PROJECT NAME
Entry Sign
HWY 60 & Idaho Ave

PROJECT LOCATION
HWY 60 & Idaho Ave
Johnstown, CO 80534

ACCOUNT MANAGER
Crystal Hodges

DRAWN BY
Ryan Burkhardt

DATE
08/13/2025

REVISED DATE
10/08/2025 RPB

APPROVED

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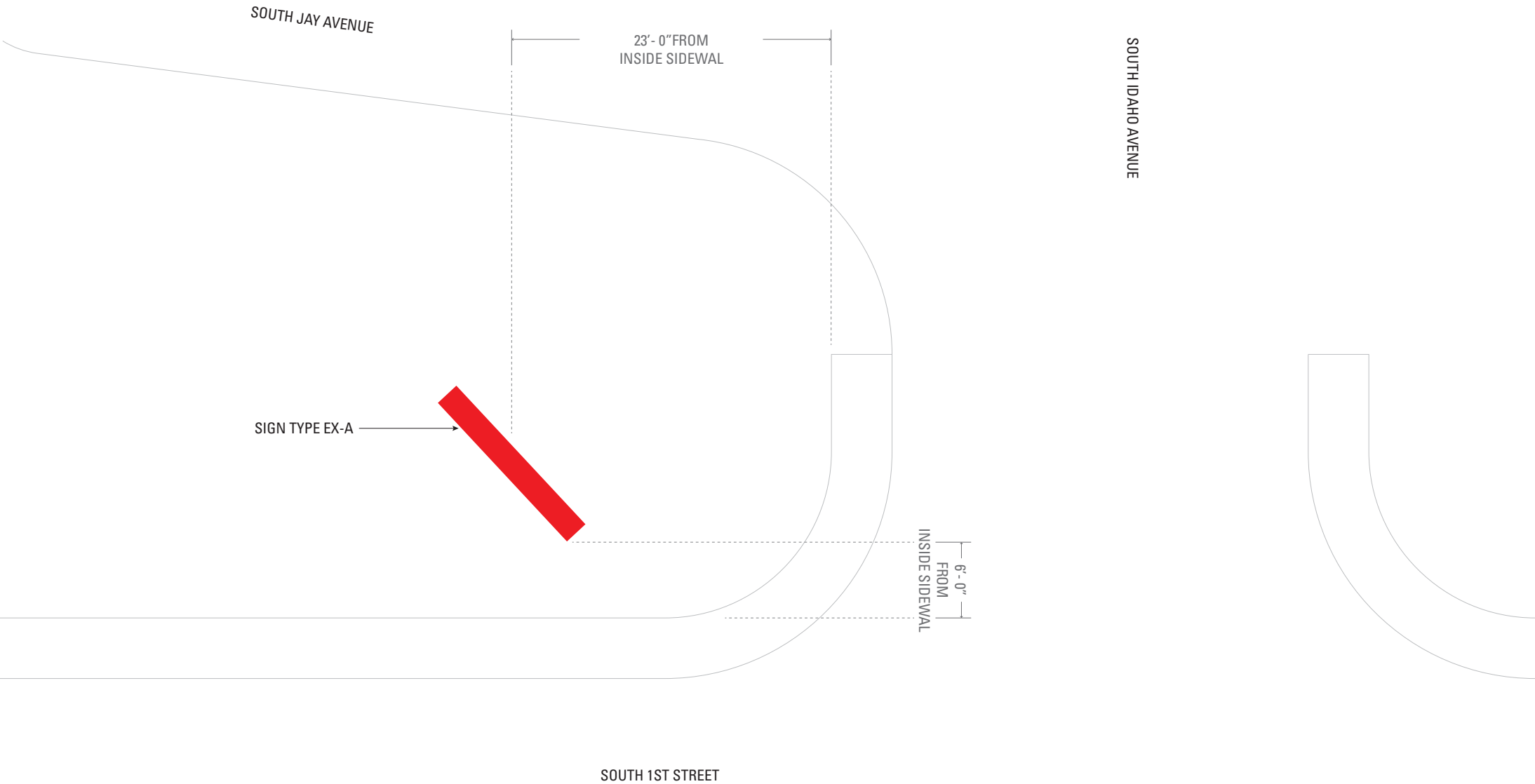
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PAGE

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of

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SIGN TYPE EX-A

23'- 0"FROM
INSIDE SIDEWAL

SOUTH IDAHO AVENUE

6'- 0"
FROM
INSIDE SIDEWAL

SOUTH 1ST STREET

Site Plan

3/32" = 1'- 0"

SIGN LABEL	SIGN TYPE	SQUARE FEET	ILLUMINATION
EX-LG	GATEWAY ID	TBD SQ FT	INTERNAL

INSTALLATION REQUIREMENT NOTE: GC TO PROVIDE ONE 20 AMP 120/277V DEDICATED CIRCUIT W/ LOCKABLE DISCONNECT & TIMER NEEDED PER ELEVATION IN ACCORDANCE W/ NEC CODE ARTICLE 600

FABRICATION NOTE: MANUFACTURING SURVEY NEEDED PRIOR TO PRODUCTION

FABRICATION NOTES: PHOTOCELLS TO BE LOCATED ON EAST SIDE FACE

FABRICATION NOTE: SIGN CABINET BOTTOMS NEEDED TO MEET UL STANDARDS, PREVENT LIGHT LEAKS & WILDLIFE ENTRY

INSTALLATION NOTE: ADLIGHT TO COORDINATE BRICK / FOUNDATION INSTALLATION W/ CONTRACTOR

FABRICATION NOTE: FOR ALL FABRICATION DETAILS SEE SEPERATE ENGINEERING SUBMITTAL AFTER FINAL SIGN OFF



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PAGE

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of
8



EX-LG Gateway ID - OPT 1(1)
1/2" = 1'-0" Qty: 1

Side View

- A S/F MAIN BODY**
- FRAME:** ALUMINUM FABRICATED
- FACES:** 1/8" ALUMINUM W/ DECORATIVE 1 1/2"x 2" ALUMINUM RECTANGLE TUBE
- RETURNS:** .090" ALUMINUM
- PAINT:** PAINTED W/ SATIN CLEAR COAT FINISH
- MOUNTING:** MOUNTED W/ STEEL TUBE & CONCRETE FOOTING
- B INTERNALLY ILLUMINATED EDGE LIT 100 CHANNEL LETTERS**
- FACE:** STAINLESS STEEL FACES
- RETURNS:** STAINLESS STEEL; 1" DEEP
- BACKS:** 1/4" VISIBLE ACRYLIC
- OVERALL DEPTH:** 1 1/4" DEEP
- PAINT:** PAINTED W/ SATIN CLEAR COAT FINISH
- ILLUMINATION:** 3500K "WHITE" LED ILLUMINATION
- MOUNTING:** MECHANICALLY FASTENED 2" OFF OF FACE
W/ PAINTED ALUMINUM TUBE SPACERS & RTV NEUTRAL CURE SILICONE ADHESIVE

- C BASE**
- FRAME:** ALUMINUM FABRICATED
- FACES:** 1/2" HARDIE BACKER BOARD W/ 1/2" BRICK VENEER
- BRACKETS:** 1/4" ALUMINUM; MECHANICALLY FASTENED W/ DECORATIVE HEX BOLTS
- FCO GRAPHICS:** 1/2" ACRYLIC; STUD MOUNTED FLUSH
- PAINT:** PAINTED W/ SATIN CLEAR COAT FINISH
- CAP:** 3" PRE-CAST CONCRETE
- MOUNTING:** MOUNTED W/ STEEL TUBE & CONCRETE FOOTING

COLOR KEY

- P1** AN "STANDARD WHITE"
- P2** PTM PMS 3165C
- P3** SIGN92242
- P4** MP19844 "DAUPHIN GREY METALLIC"
- V1** OPAQUE "WHITE" 7725-10
- V2** TRANSLUCENT "YELLOW" 3630-015 3M VINYL
- M1** SUMMIT BRICK VENEER - SPECIAL BLEND W/ SANDSTONE 242 GROUT

DOWNTOWN
JOHNSTOWN

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EX-LG Gateway ID - OPT 1(2)
1/2" = 1'-0"

Qty: 1

- A S/F MAIN BODY**
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Illumination View

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250581-02

DRAWING TYPE

☐ Presentation

☒ Construction Drawing

☐ Production

CLIENT

Town of Johnstown

PROJECT NAME

Entry Sign
HWY 60 & Idaho Ave

PROJECT LOCATION

HWY 60 & Idaho Ave
Johnstown, CO 80534

ACCOUNT MANAGER

Crystal Hodges

DRAWN BY

Ryan Burkhardt

DATE

08/13/2025

REVISED DATE

10/08/2025 RPB

APPROVED

APPROVAL SIGNATURE

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PAGE

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of
8



EX-LG Gateway ID - OPT 3(1)
1/2" = 1'-0" Qty: 1

- A S/F MAIN BODY**
- FRAME:** ALUMINUM FABRICATED
- FACES:** 1/8" ALUMINUM W/ DECORATIVE 1 1/2"x 2" ALUMINUM RECTANGLE TUBE
- RETURNS:** .090" ALUMINUM
- PAINT:** PAINTED W/ SATIN CLEAR COAT FINISH
- MOUNTING:** MOUNTED W/ 3" x 1/4" HSS SQUARE TUBES & CONCRETE FOOTING
- B INTERNALLY ILLUMINATED EDGE LIT 100 CHANNEL LETTERS**
- FACE:** STAINLESS STEEL FACES
- RETURNS:** STAINLESS STEEL; 1" DEEP
- BACKS:** 1/4" VISIBLE ACRYLIC
- OVERALL DEPTH:** 1 1/4" DEEP
- PAINT:** PAINTED W/ SATIN CLEAR COAT FINISH
- ILLUMINATION:** 3500K "WHITE" LED ILLUMINATION
- MOUNTING:** MECHANICALLY FASTENED 2" OFF OF FACE
W/ PAINTED ALUMINUM TUBE SPACERS & RTV NEUTRAL CURE SILICONE ADHESIVE

- C BASE**
- FRAME:** ALUMINUM FABRICATED
- FACES:** 1/2" HARDIE BACKER BOARD W/ 1/2" BRICK VENEER
- BRACKETS:** 1/4" ALUMINUM; MECHANICALLY FASTENED W/ DECORATIVE HEX BOLTS
- FCO GRAPHICS:** 1/2" ACRYLIC; STUD MOUNTED FLUSH
- PAINT:** PAINTED W/ SATIN CLEAR COAT FINISH
- CAP:** 3" PRE-CAST CONCRETE
- MOUNTING:** MOUNTED W/ STEEL TUBE & CONCRETE FOOTING
- D SCULPTURAL J**
- FRAME:** ALUMINUM FABRICATED
- BAFFLES:** .063" PRE-PAINTED "WHITE"
- PANEL PERF:** 1/8" ALUMINUM PERFORATED SCREEN (TBD)
- RETAINER:** 1/2" x .063" ALUMINUM FLAT BAR RETAINER W/ 1/2" ALUMINUM ANGLE SUB FRAME
- FACE:** 3/16" "WHITE" POLYCARBONATE W/ DIGITALLY PRINTED TRANSLUCENT VINYL OVERLAY
- BACKS:** 1/8" ALUMINUM
- PAINT:** PAINTED W/ SATIN CLEAR COAT FINISH
- ILLUMINATION:** 5000K "WHITE" LED ILLUMINATION

COLOR KEY	
P1	AN "STANDARD WHITE"
P2	PTM PMS 3165C
P3	SIGN92242
P4	MP19844 "DAUPHIN GREY METALLIC"
V1	OPAQUE "WHITE" 7725-10
V2	TRANSLUCENT "YELLOW" 3630-015 3M VINYL
M1	SUMMIT BRICK VENEER - SPECIAL BLEND W/ SANDSTONE 242 GROUT
DP1	TRANSLUCENT DIGITAL PRINT

INSTALLATION REQUIREMENT NOTE: GC TO PROVIDE ONE 20 AMP 120/277V DEDICATED CIRCUIT W/ LOCKABLE DISCONNECT & TIMER NEEDED PER ELEVATION IN ACCORDANCE W/ NEC CODE ARTICLE 600

FABRICATION NOTE: MANUFACTURING SURVEY NEEDED PRIOR TO PRODUCTION

FABRICATION NOTES: PHOTOCELLS TO BE LOCATED ON EAST SIDE FACE

FABRICATION NOTE: SIGN CABINET BOTTOMS NEEDED TO MEET UL STANDARDS, PREVENT LIGHT LEAKS & WILDLIFE ENTRY

INSTALLATION NOTE: ADLIGHT TO COORDINATE BRICK / FOUNDATION INSTALLATION W/ CONTRACTOR

FABRICATION NOTE: FOR ALL FABRICATION DETAILS SEE SEPERATE ENGINEERING SUBMITTAL AFTER FINAL SIGN OFF



4150 Elati St.
Denver, CO 80216

303-399-3334
adlightgroup.com

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- A S/F MAIN BODY**
FRAME: ALUMINUM FABRICATED
FACES: 1/8" ALUMINUM W/ DECORATIVE 1 1/2"x 2" ALUMINUM RECTANGLE TUBE
RETURNS: .090" ALUMINUM
PAINT: PAINTED W/ SATIN CLEAR COAT FINISH
MOUNTING: MOUNTED W/ 3" x 1/4" HSS SQUARE TUBES & CONCRETE FOOTING
- B INTERNALLY ILLUMINATED EDGE LIT 100 CHANNEL LETTERS**
FACE: STAINLESS STEEL FACES
RETURNS: STAINLESS STEEL; 1" DEEP
BACKS: 1/4" VISIBLE ACRYLIC
OVERALL DEPTH: 1 1/4" DEEP
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ILLUMINATION: 3500K "WHITE" LED ILLUMINATION
MOUNTING: MECHANICALLY FASTENED 2" OFF OF FACE
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- C BASE**
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FCO GRAPHICS: 1/2" x .063" ALUMINUM FLAT BAR RETAINER W/ 1/2" ALUMINUM ANGLE SUB FRAME
PAINT: 1/2" ACRYLIC; STUD MOUNTED FLUSH
PAINT: PAINTED W/ SATIN CLEAR COAT FINISH
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P3	SIGN92242
P4	MP19844 "DAUPHIN GREY METALLIC"
V1	OPAQUE "WHITE" 7725-10
V2	TRANSLUCENT "YELLOW" 3630-015 3M VINYL
M1	SUMMIT BRICK VENEER - SPECIAL BLEND W/ SANDSTONE 242 GROUT
DPI	TRANSLUCENT DIGITAL PRINT



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of

8



Illumination View



DOWNTOWN JOHNSTOWN

EXTERIOR PACKAGE

PROJECT ADDRESS:
WEST SOUTH 1ST STREET & SOUTH IDAHO AVENUE
JOHNSTOWN, CO 80534

PREPARED BY:
AD LIGHT GROUP
4150 ELATI STREET
DENVER, CO 80216

DATE:
AUGUST 2025



4150 Elati St.
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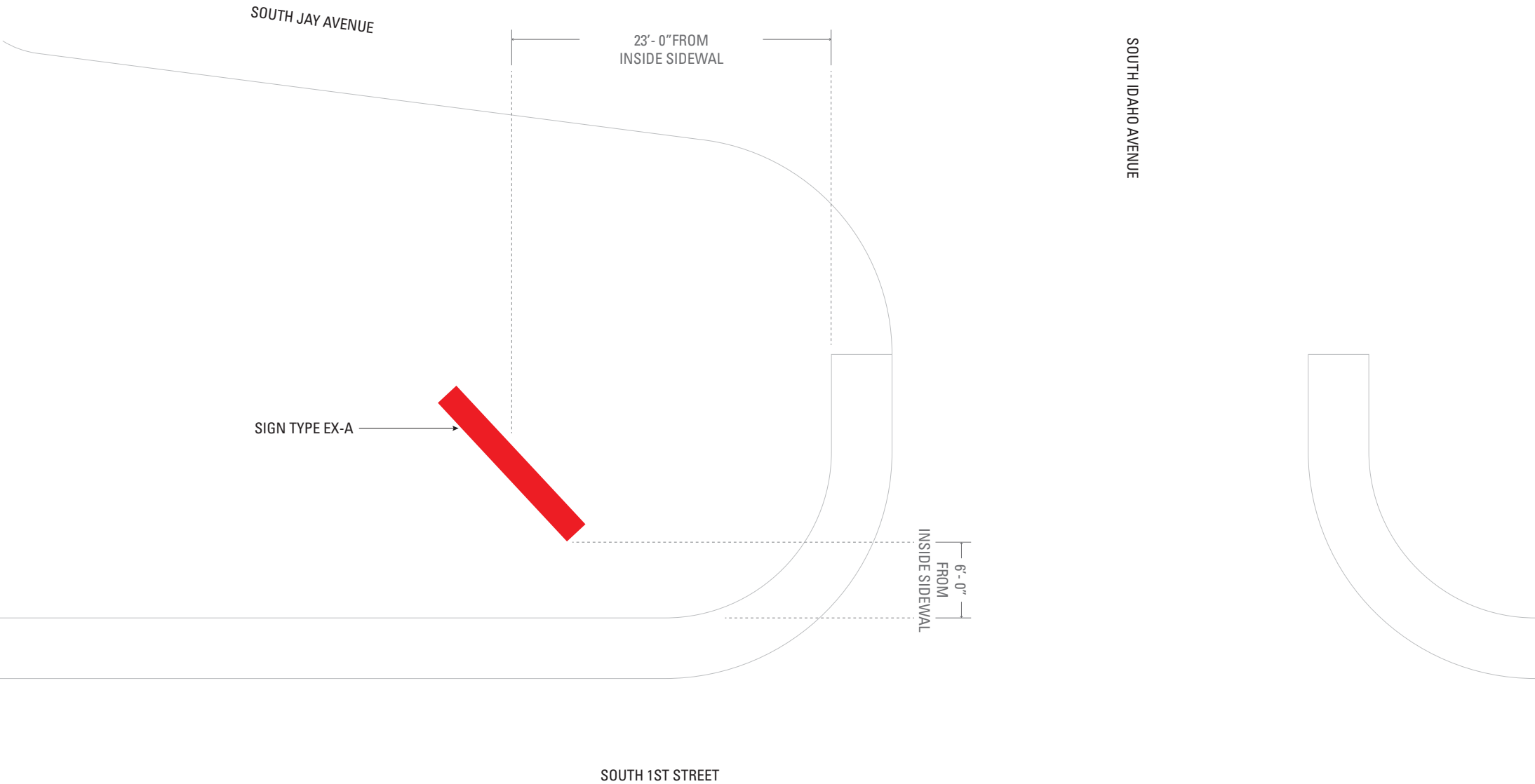
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SIGN TYPE EX-A

23'- 0"FROM
INSIDE SIDEWAL

SOUTH IDAHO AVENUE

6'- 0"
FROM
INSIDE SIDEWAL

SOUTH 1ST STREET

Site Plan

3/32" = 1'- 0"

SIGN LABEL	SIGN TYPE	SQUARE FEET	ILLUMINATION
EX-LG	GATEWAY ID	TBD SQ FT	INTERNAL

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FABRICATION NOTE: SIGN CABINET BOTTOMS NEEDED TO MEET UL STANDARDS, PREVENT LIGHT LEAKS & WILDLIFE ENTRY

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EX-LG Gateway ID - OPT 1(1)
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Side View

- A S/F MAIN BODY**
FRAME: ALUMINUM FABRICATED
FACES: 1/8" ALUMINUM W/ DECORATIVE 1 1/2"x 2" ALUMINUM RECTANGLE TUBE
RETURNS: .090" ALUMINUM
PAINT: PAINTED W/ SATIN CLEAR COAT FINISH
MOUNTING: MOUNTED W/ STEEL TUBE & CONCRETE FOOTING
- B INTERNALLY ILLUMINATED EDGE LIT 100 CHANNEL LETTERS**
FACE: STAINLESS STEEL FACES
RETURNS: STAINLESS STEEL; 1" DEEP
BACKS: 1/4" VISIBLE ACRYLIC
OVERAL DEPTH: 1 1/4" DEEP
PAINT: PAINTED W/ SATIN CLEAR COAT FINISH
ILLUMINATION: 3500K "WHITE" LED ILLUMINATION
MOUNTING: MECHANICALLY FASTENED 2" OFF OF FACE
W/ PAINTED ALUMINUM TUBE SPACERS & RTV NEUTRAL CURE SILICONE ADHESIVE

- C INTERNALLY ILLUMINATED ICONS**
FACE: WATERJET 1/8" ALUMINUM FACE W/ BACKED UP 1/8" "WHITE" ACRYLIC GRAPHICS
CLOCK GRAPHICS: PAINTED OPAQUE VINYL
RETURNS: .063" ALUMINUM RETURNS; 3" DEEP
LAMP ELEMENT: 1/2" SHOULDER CUT "WHITE" ACRYLIC FACES; 1/8" HAT W/ TRANSLUCENT VINYL OVERLAY
PAINT: PAINTED W/ SATIN CLEAR COAT FINISH
ILLUMINATION: 6500K "WHITE" LED ILLUMINATION
MOUNTING: MECHANICALLY FASTENED TO MAIN BODY
- D BASE**
FRAME: ALUMINUM FABRICATED
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FCO GRAPHICS: 1/2" ACRYLIC; STUD MOUNTED FLUSH
PAINT: PAINTED W/ SATIN CLEAR COAT FINISH
CAP: 3" PRE-CAST CONCRETE
MOUNTING: MOUNTED W/ STEEL TUBE & CONCRETE FOOTING

COLOR KEY

- P1** AN "STANDARD WHITE"
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P3 SIGN92242
P4 MP19844 "DAUPHIN GREY METALLIC"
V1 OPAQUE "WHITE" 7725-10
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M1 SUMMIT BRICK VENEER - SPECIAL BLEND W/ SANDSTONE 242 GROUT

DOWNTOWN
JOHNSTOWN

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COLOR KEY

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Illumination View

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CLIENT

Town of Johnstown

PROJECT NAME

Entry Sign
HWY 60 & Idaho Ave

PROJECT LOCATION

HWY 60 & Idaho Ave
Johnstown, CO 80534

ACCOUNT MANAGER

Crystal Hodges

DRAWN BY

Ryan Burkhardt

DATE

08/13/2025

REVISED DATE

08/25/2025 RPB

APPROVED

APPROVAL SIGNATURE

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- A S/F MAIN BODY**
FRAME: ALUMINUM FABRICATED
FACES: 1/8" ALUMINUM W/ DECORATIVE 1 1/2"x 2" ALUMINUM RECTANGLE TUBE
RETURNS: .090" ALUMINUM
PAINT: PAINTED W/ SATIN CLEAR COAT FINISH
MOUNTING: MOUNTED W/ 3" x 1/4" HSS SQUARE TUBES & CONCRETE FOOTING
- B INTERNALLY ILLUMINATED EDGE LIT 100 CHANNEL LETTERS**
FACE: STAINLESS STEEL FACES
RETURNS: STAINLESS STEEL; 1" DEEP
BACKS: 1/4" VISIBLE ACRYLIC
OVERALL DEPTH: 1 1/4" DEEP
PAINT: PAINTED W/ SATIN CLEAR COAT FINISH
ILLUMINATION: 3500K "WHITE" LED ILLUMINATION
MOUNTING: MECHANICALLY FASTENED 2" OFF OF FACE
W/ PAINTED ALUMINUM TUBE SPACERS & RTV NEUTRAL CURE SILICONE ADHESIVE
- C INTERNALLY ILLUMINATED ICONS**
FACE: WATERJET 1/8" ALUMINUM FACE W/ BACKED UP 1/8" "WHITE" ACRYLIC GRAPHICS
CLOCK GRAPHICS: PAINTED OPAQUE VINYL
RETURNS: .063" ALUMINUM RETURNS; 3" DEEP
LAMP ELEMENT: 1/2" SHOULDER CUT "WHITE" ACRYLIC FACES; 1/8" HAT W/ TRANSLUCENT VINYL OVERLAY
PAINT: PAINTED W/ SATIN CLEAR COAT FINISH
ILLUMINATION: 6500K "WHITE" LED ILLUMINATION
MOUNTING: MECHANICALLY FASTENED TO MAIN BODY

- D BASE**
FRAME: ALUMINUM FABRICATED
FACES: 1/2" HARDIE BACKER BOARD W/ 1/2" BRICK VENEER
BRACKETS: 1/4" ALUMINUM; MECHANICALLY FASTENED W/ DECORATIVE HEX BOLTS
FCO GRAPHICS: 1/2" ACRYLIC; STUD MOUNTED FLUSH
PAINT: PAINTED W/ SATIN CLEAR COAT FINISH
CAP: 3" PRE-CAST CONCRETE
MOUNTING: MOUNTED W/ STEEL TUBE & CONCRETE FOOTING
- E SCULPTURAL J**
FRAME: ALUMINUM FABRICATED
BAFFLES: .063" PRE-PAINTED "WHITE"
PANEL PERF: 1/8" ALUMINUM PERFORATED SCREEN (TBD)
RETAINER: 1/2" x .063" ALUMINUM FLAT BAR RETAINER W/ 1/2" ALUMINUM ANGLE SUB FRAME
FACE: 3/16" "WHITE" POLYCARBONATE W/ DIGITALLY PRINTED TRANSLUCENT VINYL OVERLAY
BACKS: 1/8" ALUMINUM
PAINT: PAINTED W/ SATIN CLEAR COAT FINISH
ILLUMINATION: 5000K "WHITE" LED ILLUMINATION

COLOR KEY

- P1 AN "STANDARD WHITE"
P2 PTM PMS 3165C
P3 SIGN92242
P4 MP19844 "DAUPHIN GREY METALLIC"
V1 OPAQUE "WHITE" 7725-10
V2 TRANSLUCENT "YELLOW" 3630-015 3M VINYL
M1 SUMMIT BRICK VENEER - SPECIAL BLEND W/ SANDSTONE 242 GROUT
DP1 TRANSLUCENT DIGITAL PRINT



4150 Elati St.
Denver, CO 80216

303-399-3334
adlightgroup.com

PROJECT NUMBER

250581-01

DRAWING TYPE

- ☒ Presentation
☐ Construction Drawing
☐ Production

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Illumination View

Statement Of Activities Report								
YMCA Of Northern Colorado - Johnstown								
December 31, 2025								
Period 12 December 2025					Year to Date 2025			
Acco	Account Group Name	Actual	Budget	\$ Variance	% Variance	Actual	Budget	Annual Budget
Revenue								
	Contributions	(946)	5,125	(6,071)	(118.46%)	131,458	37,500	37,500
	Program Revenue	92,024	96,578	(4,554)	(4.71%)	1,191,987	1,315,987	1,315,987
	Membership Revenue	121,669	144,742	(23,073)	(15.94%)	1,503,305	1,657,002	1,657,002
	Rental Income	6,403	6,000	403	6.71%	72,241	72,000	72,000
	Merchandise/Food Sales	0	0	0	n/a	1,289	0	0
	Other Revenue	0	838	(838)	(100.00%)	60	10,050	10,050
Total Revenue		219,149	253,282	(34,133)	(13.48%)	2,900,341	3,092,539	3,092,539
Expenses								
	Salaries & Wages	205,500	201,673	3,827	1.90%	1,677,343	1,729,546	1,729,546
	Employee Benefits	15,974	11,674	4,300	36.83%	132,926	106,182	106,182
	Payroll Taxes	13,509	18,526	(5,017)	(27.08%)	149,327	167,778	167,778
	Program Supplies	8,985	7,076	1,909	26.98%	94,457	62,340	62,340
	Occupancy	83,424	61,354	22,070	35.97%	691,787	728,785	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	2,939	372	2,567	690.76%	22,099	7,210	7,210
	Technology Expenses	0	0	0	0.00%	3,859	0	0
	Transportation	850	188	663	353.33%	1,933	2,400	2,400
	Conferences & Training	327	138	190	138.14%	1,164	4,150	4,150
	Organizational Dues	0	1,790	(1,790)	(100.00%)	4,189	21,425	21,425
	Insurance	0	0	0	0.00%	19,433	29,988	29,988
	Miscellaneous Expense	15,731	45	15,686	34857.78%	15,121	1,840	1,840
	Depreciation	5,121	1,132	3,989	352.47%	10,846	13,587	13,586
	Intra Y Allocation							
Total Expenses		352,360	303,967	48,393	15.92%	2,824,699	2,875,231	2,875,231
Change in Net Assets		(133,211)	(50,685)	(82,526)	162.82%	75,642	217,308	217,308
	Intra Y Allocation at 15.3 %	53,911				432,179		432,081
	Total Expenses with Allocation	406,271				3,256,878		
	Change in Net Assets with Allocation	(187,122)				(356,537)		