



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

Town Council Regular Meeting
450 S. Parish, Johnstown, CO
Monday, April 20, 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. Proclamation Honoring Andrew Paranto for His Service as a Town Councilmember

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.

2. April 6, 2026 Town Council Meeting Minutes
3. Water and Sewer Service Agreement for 7-Eleven
4. Water Service Agreement for North Ridge Detention Basin
5. Water and Sewer Service Agreement for Boondocks
6. March 2026 Financial Statements

Town Manager Report

7. Town Manager's Report

Old Business

8. Resolution 2026-22: Approving the Economic Incentive Agreement Between the Town of

Johnstown and Boondocks

Council Reports and Comments

Mayor's Comments

Seating of New Council

Consent Agenda

New Business

9. Resolution 2026-24: Declaring Water Conservation Level 3

Public Hearing

Informational Items

10. Informational Items

Council Reports and Comments

Mayor's Comments

Executive Session

Adjourn

Americans with Disabilities Act Notice

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

THE COMMUNITY THAT CARES





TOWN OF JOHNSTOWN, COLORADO
PROCLAMATION
HONORING ANDREW PARANTO
FOR HIS SERVICE AS TOWN COUNCILMEMBER

WHEREAS, Andrew Paranto faithfully served the Town of Johnstown as a member of the Town Council from June 2023 through April 2026; and

WHEREAS, during his tenure, Councilmember Paranto demonstrated a strong commitment to public service, thoughtful leadership, and the betterment of the Johnstown community; and

WHEREAS, he contributed his time, energy, and expertise to important discussions and decisions affecting the growth, development, and quality of life for residents of Johnstown; and

WHEREAS, Councilmember Paranto approached his role with integrity, professionalism, and a dedication to representing the interests of the community; and

WHEREAS, his service has helped guide the Town through a period of continued progress and opportunity; and

WHEREAS, the Town of Johnstown wishes to formally recognize and express its sincere appreciation for his contributions and commitment to public service;

NOW, THEREFORE, BE IT PROCLAIMED BY THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO, that the Town hereby honors and thanks Andrew Paranto for his dedicated service as a Town Councilmember and extends best wishes for continued success in all future endeavors.

ADOPTED this 20th day of April 2026.

Michael P. Duncan, Mayor



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TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO

Monday, April 6, 2026

MINUTES

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

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

ROLL CALL

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

AGENDA APPROVAL

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

Upon vote, motion passed unanimously.

SPECIAL PRESENTATIONS

The Community that Cares

Business of the Month: Economic Development Director Sarah Crosthwaite presented Ziggi's Coffee as the April Business of the Month.

New Employee Introductions:

Public Works Director Tim Hoos introduced Kegan Audas and Sean Maley as Streets Technicians for the Public Works team.

Chief of Police Jeff Strossner introduced Lori Burdick as the Records Supervisor for the Police Department.

Proclamation Crime Victims Rights Week: Mayor Duncan read a proclamation for Crime Victims' Rights Week in Johnstown.

PUBLIC COMMENT

Jim Hatfield, 345 Hickory Lane, asked that no construction be done in the Clearview subdivision on Mondays to allow for trash pickup and also inquired about notice for the neighborhood.

CONSENT AGENDA

Motion by Councilmember Paranto and seconded by Councilmember Molinar to approve the consent agenda which contained the following items.

- March 16, 2026 Minutes
- Ordinance 2026-288
- Ordinance 2026-289
- Ordinance 2026-290
- Ordinance 2026-287
- March 2026 List of Bills
- Appointment of a Planning and Zoning Commissioner

Upon vote, motion passed unanimously.

TOWN MANAGER'S REPORT

Town Manager Matt LeCerf provided a report.

NEW BUSINESS

Resolution 2026-18: Approving the Economic Incentive Agreement between the Town of Johnstown and USE Affiliates: Economic Development Director Sarah Crosthwaite presented the proposed Resolution.

Motion by Councilmember Berg and seconded by Councilmember Morris to approve the Incentive Agreement between the Town of Johnstown USE Affiliates as presented.

Upon vote, motion passed unanimously.

Construction Contract Award to Asphalt Specialties Company, Inc. for the 2026 Asphalt Mill, Overlay, Full Depth, Patching Project: Senior Project Manager Brandon Torrez presented the proposed contract award.

Motion by Mayor Pro Tem Young and seconded by Councilmember Molinar to approve the construction contract for 2026 Asphalt Mill, Overlay, Full Depth, Patching Project with Asphalt Specialties Company, Inc. in the amount of \$1,135,673.30 as well as provide access to an additional 10% contingency by authorization of the Town Manager to approve the use of these funds for unforeseen construction expenses encountered on the project not to exceed the budgeted amount and to authorize the Town Manager to execute the contract.

Upon vote, motion passed unanimously.

Construction Contract Award to Vance Brothers, LLC. for the 2026 Pavement Slurry Seal Project: Project Manager Jeff Blankenship presented the proposed contract.

Motion by Councilmember Menzies and seconded by Councilmember Berg to approve the construction contract for the 2026 Pavement Slurry Seal Project with Vance Brothers, LLC in the amount of \$303,567.50 as well as provide access to an additional 10% contingency by authorization of the Town Manager to approve the use of these funds for unforeseen construction expenses encountered on the project not to exceed the budgeted amount, and to authorize the Town Manager to execute the contract.

Upon vote, motion passed unanimously.

Contract Award to EConorthwest for the Housing Needs Assessment Study: Planning and Development Director Jennifer Simmons presented the proposed contract award.

Motion by Councilmember Berg and seconded by Mayor Duncan to approve the contract for the Housing Needs Assessment as presented to EConorthwest in the amount of \$152,322.

Upon vote, motion passed unanimously.

Intergovernmental Agreement Authorizing District Purchase of Water and Use of Special Improvement Districts between the Town of Johnstown and Revere at Johnstown Metropolitan District Nos 1-9: Town Attorney Avi Rocklin and Special Counsel Carolyn Steffl presented the proposed IGA.

Motion by Councilmember Berg and seconded by Councilmember Molinar to approve Intergovernmental Agreement Authorizing District Purchase of Water and Use of Special Improvement Districts between the Town of Johnstown and Revere at Johnstown Metropolitan District Nos. 1-9.

Upon vote, motion passed unanimously.

PUBLIC HEARING:

Resolution 2026-17 Amending the 2021 Johnstown Area Comprehensive Plan:

At 7:59 Mayor Duncan opened the public hearing.

Planner Aubree Flores presented the proposed resolution.

No public comments were received.

At 8:03 Mayor Duncan closed the public hearing.

Motion by Councilmember Molinar and seconded by Councilmember Paranto to approve Resolution 2026-17 as recommended by the Planning and Zoning Commission.

Upon vote, motion passed unanimously.

Resolution 2026-19 Amending the Fiscal Year 2026 Budget:

At 8:04 Mayor Duncan opened the public hearing.

Finance Director Kristyn Unrein presented the proposed budget amendment.

No public comments were received.

At 8:05 Mayor Duncan closed the public hearing.

Motion by Councilmember Morris and seconded by Mayor Pro Tem Young to approve Resolution 2026-19 Amending the Fiscal Year 2026 Budget.

Upon vote, motion passed unanimously.

COUNCIL REPORTS AND COMMENTS

Councilmember Paranto: He reminded the community that tomorrow is Election Day. Regardless of the outcome, it has been a pleasure.

Councilmember Morris: She echoed Councilmember Paranto's comments.

Councilmember Molinar: He mentioned the Housing Authority has been addressing some maintenance concerns and the new manager is doing a great job.

Councilmember Berg: He will be bringing a Memorial Day update soon from the JM Post. He attended Clean Up Day and it was a great event.

Councilmember Menzies: The Weld Trust awarded a \$20,000 grant to the YMCA for backpacks. She took a moment to thank the RE-5J students that fill those backpacks daily. She asked about access to a road that recently went through devolution but will still need to be accessed by various utility companies. She also wanted to acknowledge the fire department and the knox box program.

Mayor Pro Tem Young: He wanted to acknowledge the partnership with the Library and the Town for the blood drive. He also reminded the Council of the upcoming teen impact awards.

MAYOR COMMENTS: He mentioned the upcoming election and encouraged everyone in Johnstown to vote.

ADJOURNMENT

There being no further business for the Town Council, Mayor Duncan adjourned the meeting at 8:16 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: April 20, 2026
Subject: Water and Sewer Service Agreement for 7-Eleven
Attachments: 1. Water Sewer and Service Agreement for 7Eleven
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 and sewer demand analysis for the Project dated November 7, 2025. Said analysis was received by the Town, is on file with the Town and, as modified by the Town’s Water Engineer by revised memorandum dated November 11, 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	0.81	0.04
Landscape Irrigation	<u>0.56</u>	<u>0.48</u>
Total	1.37	0.52

The subject property is being developed as a 4,816 sq ft retail space with irrigated landscape.

Strategic Plan Alignment:

Healthy & Resilient Economy

- Drive projects and initiatives that promote Johnstown as a premier destination for business
- Support the local labor market and work with partners to grow diverse employment opportunities

Legal Advice:

The Town Attorney reviewed the Water and Sewer Service Agreement.

Financial Advice:

N/A

Recommended Action:

Approve the Water and Sewer Service Agreement for 7-Eleven.

Reviewed and Approved for Presentation



Town Manager

**WATER AND SEWER SERVICE AGREEMENT
(NORTH RIDGE 7-ELEVEN)**

THIS WATER AND SEWER SERVICE AGREEMENT (“Agreement”) is made and entered into this 7th day of __April_____, 2026, by and between **SW DEV STNL HWY 402 & I25 LLC**, a Delaware limited liability company (“Developer”), and **THE TOWN OF JOHNSTOWN**, a Colorado municipal corporation (“Town”), each individually sometimes referred to as a “Party,” and collectively sometimes referred to as the “Parties.”

WITNESSETH:

WHEREAS, the Developer owns an interest in land in Larimer County, Colorado located in the SE ¼ sec. 22, T. 5 N., R. 68 W. of the 6th P.M., and more specifically described in the attached Exhibit A (“Subject Property”); and

WHEREAS, the Subject Property is being developed as a 7-Eleven convenience store and gas station, which will contain a fuel station and approximately 4,816 sq. ft. of retail space (“Project”). Upon construction, the Project will include irrigated landscape consisting of 0.09 acres of drip-irrigated trees and shrubs, and 0.41 acres of spray irrigated native grass; and

WHEREAS, 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 are 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 November 7, 2025. Said analysis was received by the Town, is on file with the Town and, as modified by the Town’s Water Engineer by revised memorandum dated November 11, 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	0.81	0.04
Landscape Irrigation	0.56	0.48
Total	1.37	0.52

2. Water Rights Dedication. Based on the consent of Ridge II Holdco, LLC, a Delaware limited liability company, owner of the Caliber Water Bank, as evidenced by the Raw Water Credit Allocation Acknowledgement, attached hereto as Exhibit B, and incorporated herein by reference, the Town agrees that the required 1.37 acre-feet of raw water credit for the Project

will be allocated from water stock contained in the Caliber Water Bank. The Town acknowledges that the dedication requirement associated with the Project is satisfied through the allocation of 1.37 acre-feet of raw water from the Caliber Water Bank as described in 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 0.81 acre-feet per year of water supply for in building demand together with the corresponding sewer service, and up to 0.56 acre-feet per year of 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, and in any event not earlier than after a reasonable operational period following issuance of a certificate of occupancy, 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. Any additional dedication or cash-in-lieu requirements determined pursuant to this Section shall run with the Subject Property and shall be an obligation of the then current owner or user, as the Town deems appropriate, of the Subject Property.

5. Payment of Water Court Transfer fees. Upon execution of this Agreement, the Developer shall pay to the Town the sum of Five Hundred Forty Eight Dollars (\$548.00) as payment of the water court transfer fees pursuant to the Ordinance. This payment is only for the dedication of 1.37 acre-feet per year of estimated water demand and estimated consumptive use of 0.52 acre-feet per year for the Project, amounting to 2.74 single family equivalent units ("SFEs"). Pursuant to Paragraph 4, above, if future review requires additional dedication of water, additional water court transfer fees will be required at the time of dedication.

6. Notices. All notices, 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:

SW DEV STNL HWY 402 & I25 LLC
c/o Stablewood Properties
Attn: Alicia Rhymer
111 Congress Avenue, Ste 500, Austin,
Texas 78701
Email:
alicia.rhymer@stablewoodproperties.com

WITH A COPY TO:

K2 Civil Consultants

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

Krysta Houtchens
3801 E Florida Ave Suite 425
Denver, CO 80210
khoutchens@k2civilconsultants.com

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@hillandrobbs.com
arthursayre@hillandrobbs.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; provided, however, that Developer may assign this Agreement without consent in connection with the sale or conveyance of the Subject Property or any portion thereof to a different property owner.

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. If any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

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 County, State of Colorado.

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

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

17. Recordation. This Agreement 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

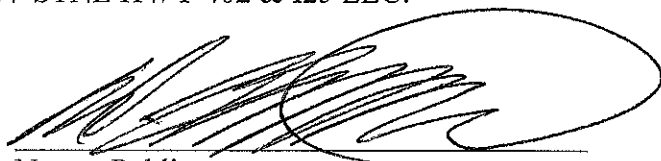
SW DEV STNL HWY 402 & I25 LLC, a Delaware limited liability company

By: Alicia Rhymen
Name: Alicia Rhymen
Title: Authorized Signatory

STATE OF Colorado)
COUNTY OF Jefferson)^{SS}

SUBSCRIBED AND SWORN to before me this 30th day of March, 2026 by Alicia Rhymen as Authorized Signatory of SW DEV STNL HWY 402 & I25 LLC.

Witness my hand and official seal.



Notary Public
Salvatore Gianfortune

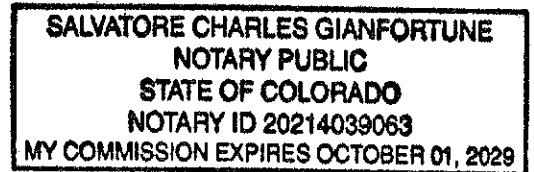
6330 McIntire Pl

Address
303-467-8071

Telephone

My Commission Expires: 10/01/2029

TOWN OF JOHNSTOWN, COLORADO,
a municipal corporation



By: _____
Michael P. Duncan, Mayor

ATTEST:

By: _____
Meghan Martinez, Town Clerk

EXHIBIT A
LEGAL DESCRIPTION

Lot 1, NORTH RIDGE SUBDIVISION FILING NO. 2, being a portion of the Southeast Quarter of Section 22, Township 5 North, Range 68 West of the Sixth Principal Meridian, 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 1.37 acre-feet of raw water from the Caliber Water Bank to SW DEV STNL HWY 402 & I25, LLC, a Delaware limited liability company (“Developer”), as water supply associated with a 7-Eleven location in the North Ridge subdivision, pursuant to the Agreement to which this Exhibit is attached and made a part hereof.

The undersigned certify that they are authorized to execute this Raw Water Allocation Agreement on behalf of Ridge II Holdco, LLC, a Delaware limited liability company, as owner of the Caliber Water Bank.

Ridge II Holdco, LLC, a Delaware limited liability company

By: Roy Bade
Roy Bade, Authorized Signatory

Dated: 4/7/2026



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

Town Council Consent Agenda Communication

Agenda Date: April 20, 2026

Subject: Water Service Agreement for North Ridge Detention Basin

Attachments: 1. Water Service Agreement North Ridge Detention Basin

Presented by: JT Stewart, Senior Planner

Agenda Item Description:

In compliance with the Town Water Rights Dedication Ordinance, Chapter 13, Section 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 February 18, 2026. 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 February 24, 2026, is hereby accepted by the Town. The analysis provides that the projected water demand for the Project is as follows:

Development Component	Demand (AF/YR)	Consumption (AF/YR)
In-Building	0.00	0.00
Landscape Irrigation	<u>0.15</u>	<u>0.13</u>
Total	0.15	0.13

The subject property is being developed for infrastructure purposes as a stormwater detention basin surrounded by irrigated landscape.

Strategic Plan Alignment:

Natural & Built Environment

- Invest in, enhance, and conserve our natural environment

Quality Infrastructure & Facilities

- Maintain safe and reliable public infrastructure and utilities

Legal Advice:

The Town Attorney reviewed the Water Service Agreement.

Financial Advice:

N/A

Recommended Action:

Approve the Water Service Agreement for North Ridge Detention Basin.

Reviewed and Approved for Presentation



Town Manager

**WATER SERVICE AGREEMENT
(NORTH RIDGE DETENTION BASIN)**

THIS WATER SERVICE AGREEMENT is made and entered into this 5th day of March, 2026, by and between **RIDGE II HOLDCO, LLC**, a Delaware limited liability company (“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, Colorado located in the SE ¼ sec. 22, T. 5 N., R. 68 W. of the 6th P.M., adjacent to the proposed 7-Eleven gas station and more specifically described in the attached Exhibit A (“Subject Property”); and

WHEREAS, on or about September 30, 2022, the Town and CaliberCos, Inc., a Delaware corporation (“Caliber”), among others, entered into a Water Dedication and Water Bank Agreement, which, upon the dedication of raw water to the Town, established the Caliber Water Bank and provided Caliber with the right to allocate the raw water from the Caliber Water Bank to uses within the Town; and

WHEREAS, the Subject Property is being developed for infrastructure purposes as a stormwater detention basin surrounded by irrigated landscape consisting of 0.01 of an acre of drip-irrigated trees and 0.13 of an acre of spray-irrigated native grass, (the “Project”); and

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

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

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

1. Water Demand Study. In compliance with the Town Water Rights Dedication Ordinance (“Ordinance”), Developer has submitted to the Town a preliminary water demand analysis for the Project dated February 18, 2026. 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 February 24, 2026, is hereby accepted by the Town. The analysis provides that the projected water demand for the Project is as follows:

Development Component	Demand (AF/YR)	Consumption (AF/YR)
In-Building	0.00	0.00
Landscape Irrigation	0.15	0.13
Total	0.15	0.13

2. Water Rights Dedication. Based on the consent of CaliberCos, Inc., owner of the Caliber Water Bank, as evidenced by the Raw Water Credit Allocation Acknowledgement, attached hereto as Exhibit B, and incorporated herein by reference, the Town agrees that the required 0.15 acre-feet of raw water credit for the Project will be allocated from water stock contained in the Caliber Water Bank.

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 0.15 acre-feet per year of 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. Upon execution of this Agreement, the Developer shall pay to the Town the sum of Sixty Dollars (\$60.00) as payment of the water court transfer fees required by the Ordinance. This payment is only for the dedication of 0.15 acre-feet per year of estimated water demand and estimated consumptive use of 0.13 acre-feet per year (0.30 SFE) for the Project. Pursuant to Paragraph 4, above, if future review requires additional dedication of water, additional water court transfer fees will be required at the time of dedication.

6. Notices. All notices, 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:

Ridge II HoldCo, LLC
Att: Roy Bade
8901 E Mountain View RD, Ste 150
Scottsdale, AZ 85258
Email: roy.bade@caliberco.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.

17. 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

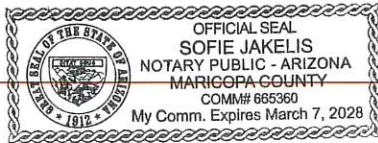
RIDGE II HOLDCO, LLC

By: [Signature]
Name: Jennifer Savader
Title: President

STATE OF Arizona)
) ss
COUNTY OF Maricopa)

SUBSCRIBED AND SWORN to before me this 5th day of March, 2026 by Jennifer savader as the President of RIDGE II HOLDCO, LLC.

Witness my hand and official seal.



[Signature]
Notary Public
8901 E. maintain view Rd
Suite 150 Scottsdale, AZ 85258
Address
480-544-0442
Telephone

My Commission Expires: 3/7/2028

TOWN OF JOHNSTOWN, COLORADO,
a municipal corporation

By: _____
Michael P. Duncan, Mayor

ATTEST:

By: _____
Meghan Martinez, Town Clerk

EXHIBIT A
LEGAL DESCRIPTION

Outlot A, NORTH RIDGE SUBDIVISION FILING NO. 2, being a portion of the Southeast Quarter of Section 22, Township 5 North, Range 68 West of the Sixth Principal Meridian, County of Larimer, State of Colorado.

EXHIBIT B

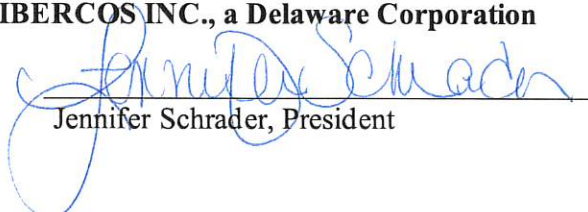
RAW WATER CREDIT ALLOCATION ACKNOWLEDGMENT

This is to acknowledge and agree that the Town of Johnstown may allocate 0.15 acre-feet of raw water from the Caliber Water Bank to Ridge II HoldCo, LLC, a Delaware limited liability company (“Developer”), as water supply associated with a detention basin in the North Ridge subdivision, pursuant to that certain Water Service Agreement to be executed between the Town and the Developer.

The undersigned certify that they are authorized to execute this Raw Water Allocation Agreement on behalf of CaliberCos Inc., a Delaware corporation, owner of the Caliber Water Bank.

CALIBERCOS INC., a Delaware Corporation

By:



Jennifer Schrader, President

Dated: 3/5/2026



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

Town Council Consent Agenda Communication

Agenda Date: April 20, 2026

Subject: Water and Sewer Service Agreement for Boondocks

Attachments: 1. Water and Sewer Service Agreement for Boondocks

Presented by: JT Stewart, Senior Planner

Agenda Item Description:

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 March 6, 2026. 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 March 31, 2026, is hereby accepted by the Town. The analysis sets forth the projected water and sewer demand for the Project as follows:

Development Component	Demand (AF/YR)	Consumption (AF/YR)
In-Building	5.76	0.29
Landscape Irrigation	4.88	4.15
Total	10.64	4.44

The subject property is being developed as a Boondocks Food & Fun restaurant and indoor/outdoor entertainment facility.

Strategic Plan Alignment:

Healthy & Resilient Economy

- Drive projects and initiatives that promote Johnstown as a premier destination for business
- Support the local labor market and work with partners to grow diverse employment opportunities

Legal Advice:

The Town Attorney reviewed the Water and Sewer Service Agreement.

Financial Advice:

N/A

Recommended Action:

Approve the Water and Sewer Service Agreement for Boondocks.

Reviewed and Approved for Presentation



Town Manager

**WATER AND SEWER SERVICE AGREEMENT
(BOONDOCKS AT 2534)**

THIS WATER AND SEWER SERVICE AGREEMENT is made and entered into this 6 day of April, 2026, by and between **Boondocks Properties, LLC**, a Utah limited liability company (“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 Lot 1, 2534 West Second Filing, Johnstown, Colorado, and more specifically described in the attached Exhibit A (“Subject Property”); and

WHEREAS, the Subject Property is being developed as a Boondocks Food & Fun restaurant and indoor/outdoor entertainment facility that will contain 62,693 ft² of indoor space along with 45,108 ft² of spray-irrigated area and 39,988 ft² of drip-irrigated area (“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 March 6, 2026. 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 March 31, 2026, 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	5.76	0.29
Landscape Irrigation	4.88	4.15
Total	10.64	4.44

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 5.76 acre-feet per year of potable water supply together with the corresponding sewer service, and up to 4.88 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:

Boondocks Properties, LLC
Attn: Deric Thorpe
PO Box 245
Eastlake, CO 80614
Email: dthorpe@boondocks.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@hillandrobbs.com
arthursayre@hillandrobbs.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.

17. 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

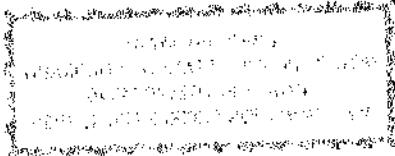


EXHIBIT A

LEGAL DESCRIPTION

LOT 1 2534 WEST SECOND FILING LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, 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 **Boondocks Properties, LLC**, a Utah limited liability company (“Owner”), for the development known as the Boondocks Food & Fun 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 5.76 acre-feet per year from the 2534 Master Association Water Bank for potable in building use and 4.88 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.

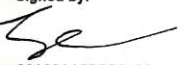
The premises referenced herein are described on Exhibit A to the WSSA.

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

DocuSigned by:

B4C6E28B428F4AC... Dated: 4/6/2026
Nathan Gerrard, Managing Partner
The Gerrard Family Limited Partnership, LLLP

THOMPSON RANCH DEVELOPMENT COMPANY

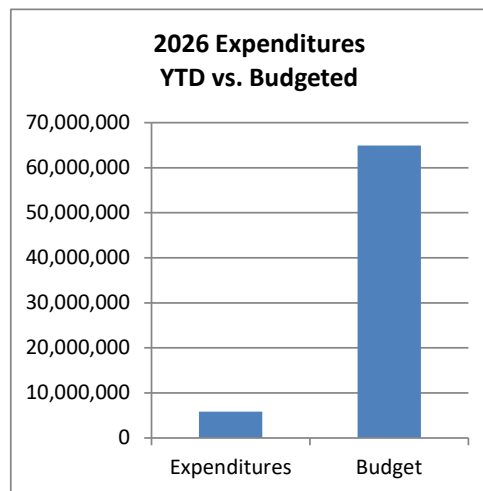
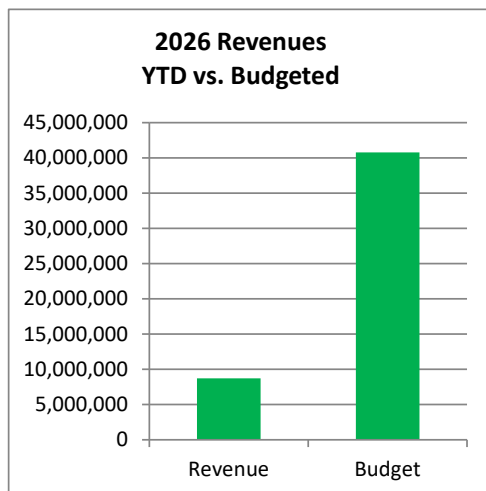
Signed by:

CSA22AA5DBD242C... Dated: 4/6/2026
Todd Williams, Vice President
Thompson Ranch Development Company

Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - General Fund
Period Ending March 31, 2026
Unaudited

General Fund	2026 Actuals March	2026 Adopted Budget	%
			Complete
Beginning Fund Balance*	\$ 57,178,580	\$ 57,178,580	
Revenues:			
Taxes & Fees	6,747,212	34,237,481	19.7%
Licenses & Permits	945,940	1,980,900	47.8%
Fines & Forfeitures	48,493	257,000	18.9%
Intergovernmental	119,975	275,000	43.6%
Earnings on Investment	800,992	3,700,000	21.6%
Miscellaneous Revenue	54,870	346,200	15.8%
<i>Transfers In</i>	-	-	
Total Operating Revenues	<u>8,717,482</u>	<u>40,796,581</u>	21.4%
Expenditures:			
Legislative	311,339	13,888,380	2.2%
Town Manager	521,370	3,207,775	16.3%
Town Clerk	164,572	806,610	20.4%
Events	21,370	293,950	7.3%
Finance	240,083	1,239,000	19.4%
Planning	326,315	1,974,380	16.5%
Reimbursements	69,196	190,000	36.4%
Engineering	265,756	1,358,425	19.6%
Police	1,612,517	8,694,740	18.5%
Public Works	206,262	1,104,980	18.7%
Buildings	1,601,098	10,212,200	15.7%
<i>Transfers Out</i>	<u>499,805</u>	<u>21,978,124</u>	2.3%
Total Expenditures	<u>5,839,682</u>	<u>64,948,564</u>	9.0%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	<u>2,877,800</u>	<u>(24,151,983)</u>	
Prior Period Adjustment			
Ending Fund Balance*	<u>\$ 60,056,380</u>	<u>\$ 33,026,597</u>	

* - Unaudited

25% of the fiscal year has elapsed

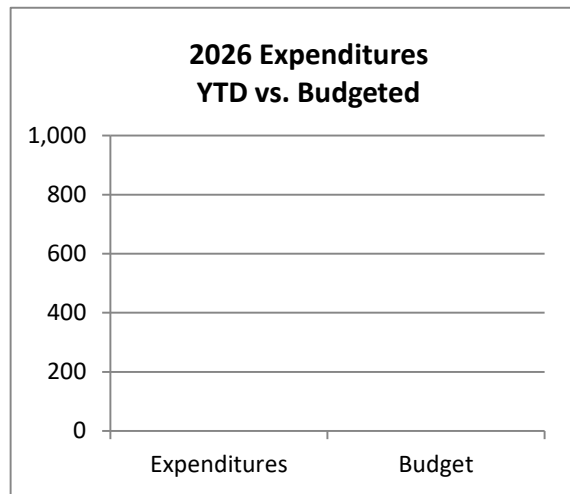
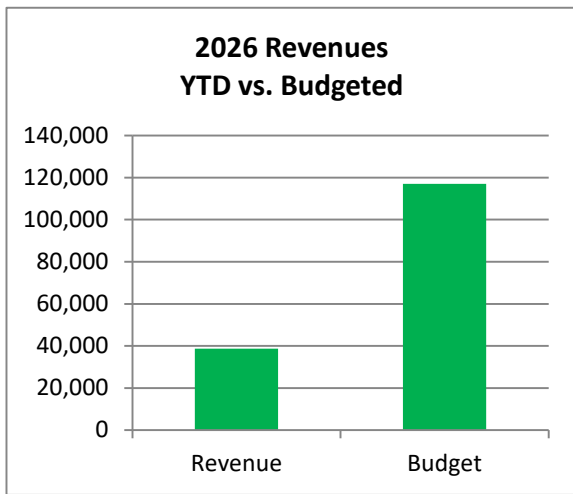


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Conservation Trust Fund
Period Ending March 31, 2026
Unaudited

Conservation Trust Fund	2026 Actuals March	2026 Adopted Budget	%
			Complete
Beginning Fund Balance*	\$ 149,655	\$ 149,655	
Revenues:			
Intergovernmental	36,847	115,000	32.0%
Earnings on Investment	1,832	2,000	91.6%
<i>Transfers In</i>	-	-	
	38,679	117,000	33.1%
Expenditures:			
Operations	-	-	
Capital Outlay	-	-	
<i>Transfers Out</i>	-	-	
	-	-	
Total Expenditures	-	-	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	38,679	117,000	
Ending Fund Balance*	\$ 188,334	\$ 266,655	

* - Unaudited

25% of the fiscal year has elapsed

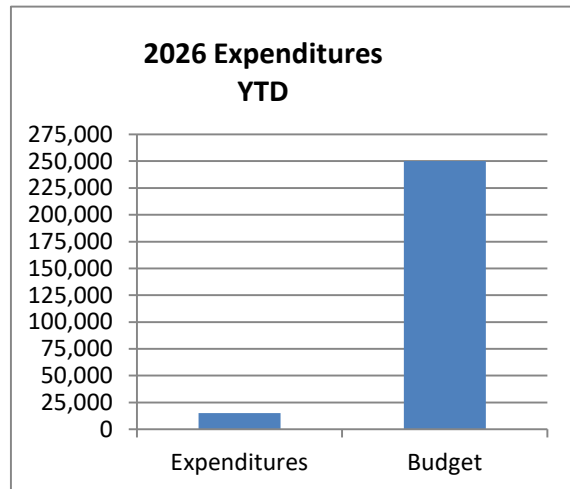
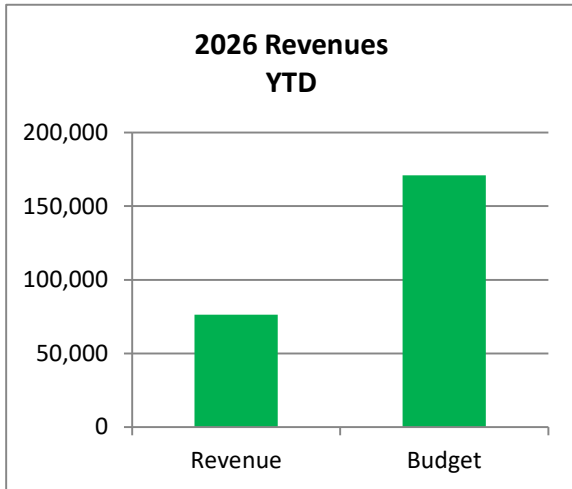


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Arts and Culture Fund
Period Ending March 31, 2026
Unaudited

Arts & Culture Fund	2026 Actuals March	2026 Adopted Budget	%
			Complete
Beginning Fund Balance*	\$ 916,780	\$ 916,780	
Revenues:			
Intergovernmental	73,597	167,400	44.0%
Earnings on Investment	2,810	3,500	80.3%
Total Operating Revenues	76,407	170,900	44.7%
Expenditures:			
Operations	-	-	
Capital Outlay	15,149	250,000	6.1%
Total Expenditures	15,149	250,000	6.1%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	61,259	(79,100)	
 Ending Fund Balance*	 \$ 978,039	 \$ 837,680	

* - Unaudited

25% of the fiscal year has elapsed

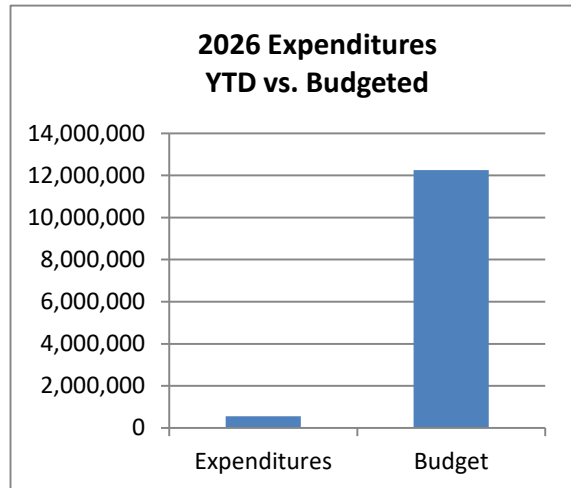
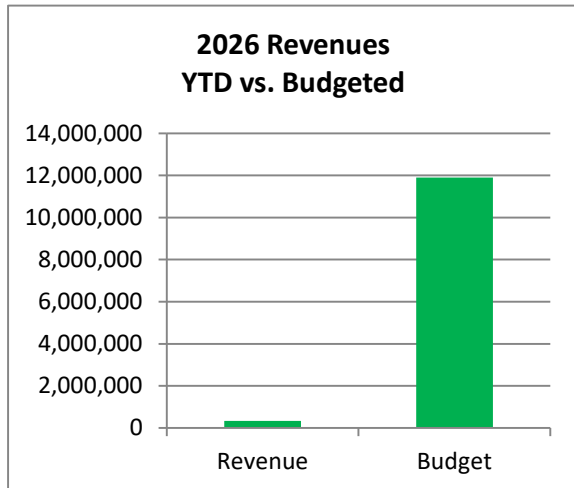


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Parks and Open Space Fund
Period Ending March 31, 2026
Unaudited

Parks and Open Space Fund	2026 Actuals March	2026 Adopted Budget	%
			Complete
Beginning Fund Balance*	\$ 11,145,384	\$ 11,145,384	
Revenues:			
Taxes & Fees	292,199	1,088,700	26.8%
License & Permit	75.00	1,200	6.3%
Earnings on Investment	30,962	100,000	31.0%
Miscellaneous Revenue	15,973	65,000	24.6%
<i>Transfers In</i>	-	10,640,000	0.0%
	<hr/>	<hr/>	
Total Operating Revenues	339,209	11,894,900	2.9%
Expenditures:			
Operations	225,625	1,285,590	17.6%
Capital Outlay	336,408	10,965,000	3.1%
<i>Transfers Out</i>	-	-	
	<hr/>	<hr/>	
Total Expenditures	562,033	12,250,590	4.6%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	<hr/> (222,824)	<hr/> (355,690)	
Ending Fund Balance*	<hr/> \$ 10,922,560	<hr/> \$ 10,789,694	

* - Unaudited

25% of the fiscal year has elapsed

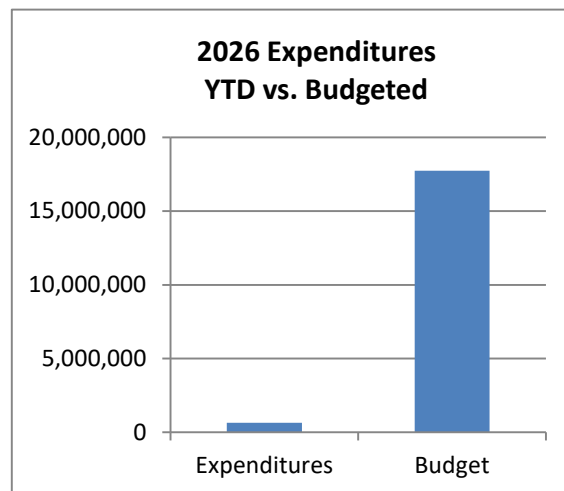
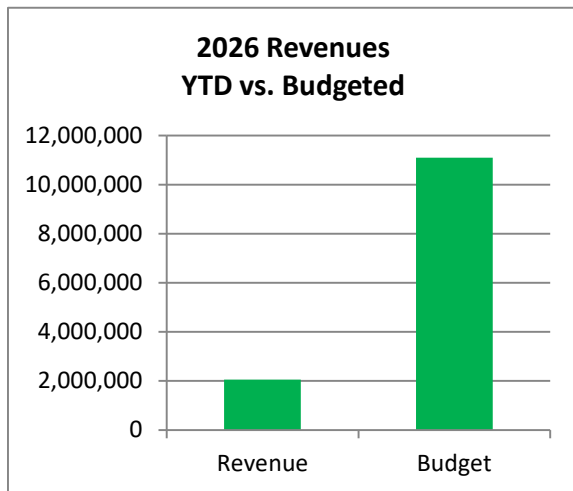


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Street and Alley Fund
Period Ending March 31, 2026
Unaudited

Street and Alley Fund	2026 Actuals March	2026 Adopted Budget	%
			Complete
Beginning Fund Balance*	\$ 30,882,322	\$ 30,882,322	
Revenues:			
Taxes & Fees	928,218	6,759,237	13.7%
Intergovernmental	20,819	623,000	3.3%
Charges for Services	310,173	1,250,000	24.8%
Capital Investment Fees	558,164	1,113,200	50.1%
Earnings on Investment	241,656	850,000	28.4%
Miscellaneous Revenues	429	500,000	0.1%
Transfers In	-	-	
Total Operating Revenues	2,059,459	11,095,437	18.6%
Expenditures:			
Operations & Maintenance	552,462	6,700,040	8.2%
Capital	82,569	11,035,000	0.7%
Total Expenditures	635,032	17,735,040	3.6%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	1,424,427	(6,639,603)	
Ending Fund Balance*	\$ 32,306,749	\$ 24,242,719	

* - Unaudited

25% of the fiscal year has elapsed

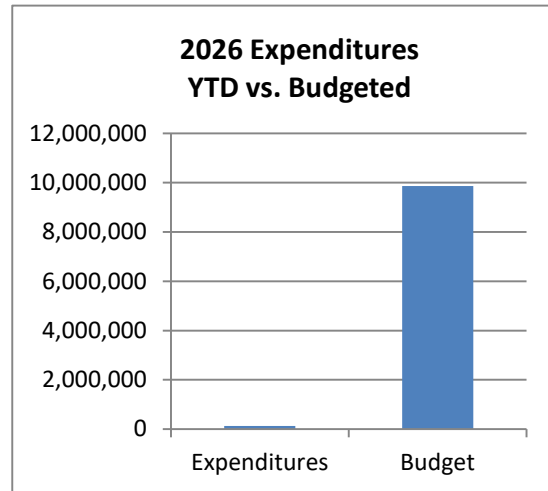
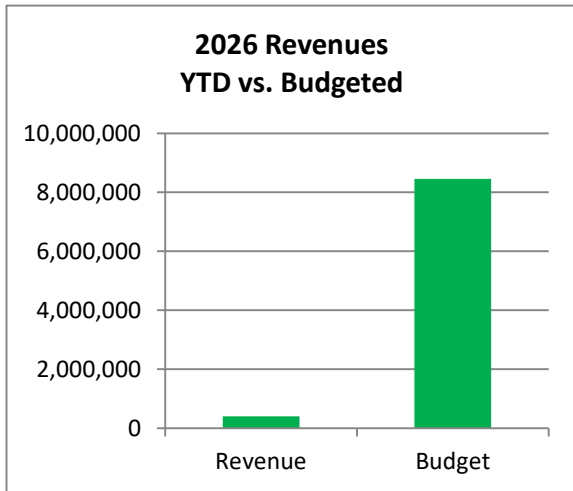


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Capital Projects Fund
Period Ending March 31, 2026
Unaudited

Capital Projects Fund	2026 Actuals March	2026 Adopted Budget	%
			Complete
Beginning Fund Balance*	\$ 14,514,919	\$ 14,514,919	
Revenues:			
Taxes and Fees	341,687	750,000	45.6%
Miscellaneous Revenue	-	-	
Interest	65,648	250,000	26.3%
<i>Transfers In</i>	-	7,460,000	0.0%
Total Operating Revenues	<u>407,335</u>	<u>8,460,000</u>	4.8%
Expenditures:			
Capital Outlay	122,959	9,862,000	1.2%
<i>Transfers Out</i>	-	-	
Total Expenditures	<u>122,959</u>	<u>9,862,000</u>	1.2%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	<u>284,376</u>	<u>(1,402,000)</u>	
Ending Fund Balance*	<u>\$ 14,799,295</u>	<u>\$ 13,112,919</u>	

* - Unaudited

25% of the fiscal year has elapsed

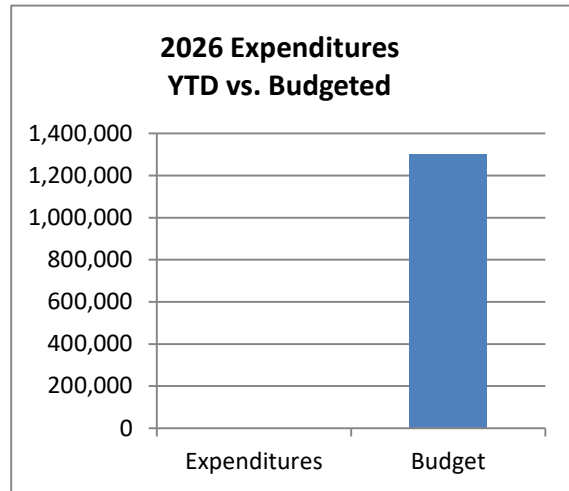
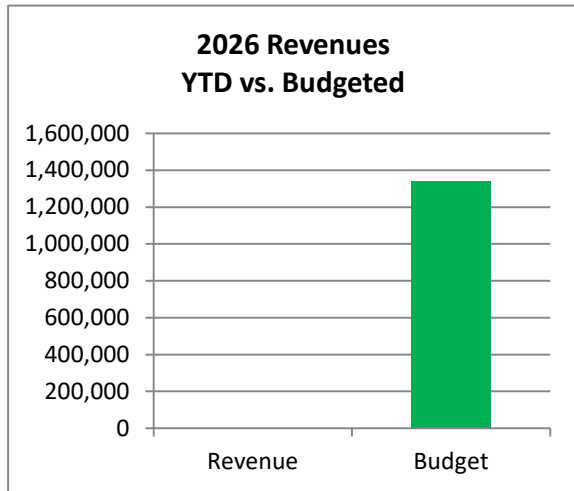


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Tax Allocation Fund
Period Ending March 31, 2026
Unaudited

Tax Allocation Fund	2026 Actuals March	2026 Adopted Budget	% Complete
Beginning Fund Balance*	\$ 41,435	\$ 41,435	
Revenues:			
Taxes & Fees	-	1,340,000	0.0%
Earnings on Investment	-	-	
Total Operating Revenues	-	1,340,000	0.0%
Expenditures:			
Miscellaneous	-	1,300,000	0.0%
Total Expenditures	-	1,300,000	0.0%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	-	40,000	
 Ending Fund Balance	 \$ 41,435	 \$ 81,435	

* - Unaudited

25% of the fiscal year has elapsed

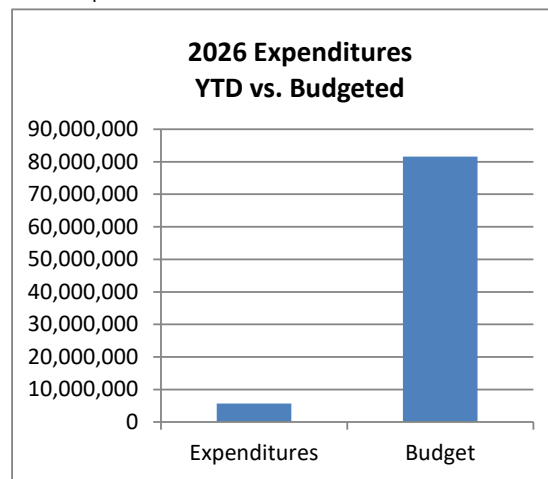
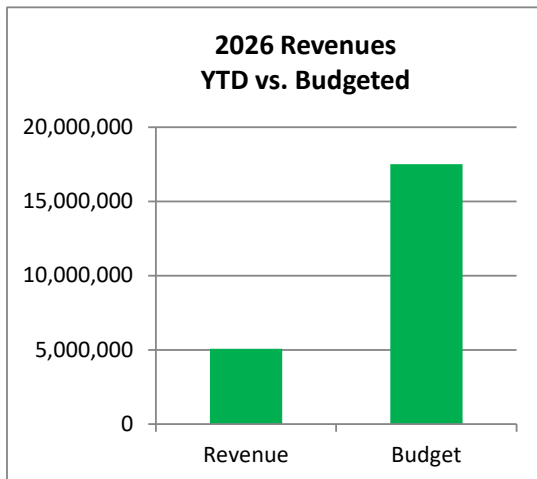


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Water Fund
Period Ending March 31, 2026
Unaudited

Water Fund	2026 Actuals March	2026 Adopted Budget	%
			Complete
Beginning Cash Balance*	\$ 133,212,963	\$ 133,212,963	
Revenues:			
Charges for Services	<u>2,343,379</u>	<u>10,576,700</u>	22.2%
Total Operating Revenues	<u>2,343,379</u>	<u>10,576,700</u>	22.2%
Expenses:			
Administration	79,139	571,175	13.9%
Operations	955,238	6,374,920	15.0%
Capital Outlay	4,311,468	68,580,000	6.3%
Depreciation	305,140	1,400,000	21.8%
Debt Service	<u>-</u>	<u>4,685,250</u>	0.0%
Total Operating Expenses	<u>5,650,985</u>	<u>81,611,345</u>	6.9%
Operating Income (Loss)	<u>(3,307,606)</u>	<u>(71,034,645)</u>	
Non-Operating Revenues (Expenses)			
Tap Fees	960,279	2,264,700	42.4%
Capital Investment Fees	898,401	1,944,000	46.2%
Misc. Revenues	139,375	1,194,500	11.7%
Interest	739,867	1,600,000	46.2%
Transfers In/(Out)	<u>-</u>	<u>(70,000)</u>	0.0%
Total Non-Operating Revenues (Expenses)	<u>2,737,922</u>	<u>6,933,200</u>	39.5%
Excess (Deficiency) of Revenues and Other Sources over Expenses	<u>(569,684)</u>	<u>(64,101,445)</u>	
Ending Cash Balance*	<u>\$ 132,643,279</u>	<u>\$ 69,111,518</u>	

* - Unaudited

25% of the fiscal year has elapsed

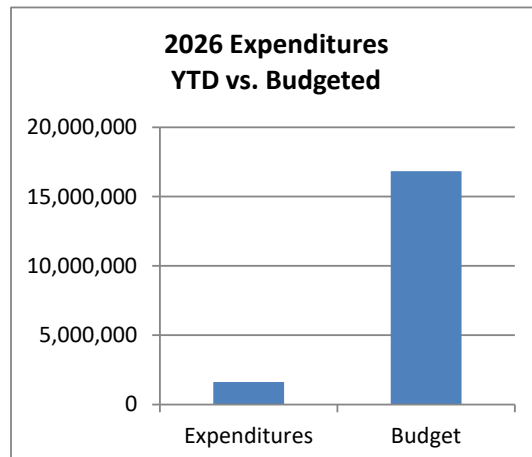
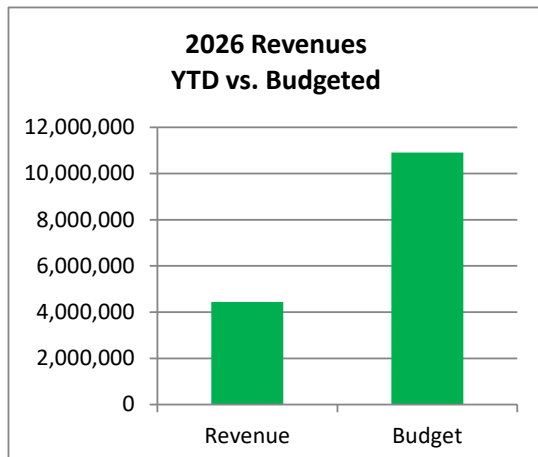


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Sewer Fund
Period Ending March 31, 2026
Unaudited

Sewer Fund	2026 Actuals March	2026 Adopted Budget	%
			Complete
Beginning Cash Balance*	\$ 40,114,684	\$ 40,114,684	
Revenues:			
Charges for Services	<u>2,222,307</u>	<u>6,295,100</u>	35.3%
Total Operating Revenues	<u>2,222,307</u>	<u>6,295,100</u>	35.3%
Expenses:			
Administration	45,986	283,830	16.2%
Operations	568,268	3,520,830	16.1%
Capital Outlay	543,085	8,770,000	6.2%
Depreciation	468,468	1,500,000	31.2%
Debt Service	-	2,764,900	0.0%
	<u>-</u>	<u>-</u>	
Total Operating Expenses	<u>1,625,807</u>	<u>16,839,560</u>	9.7%
Operating Income (Loss)	<u>596,499</u>	<u>(10,544,460)</u>	
Non-Operating Revenues (Expenses)			
Capital Improvement Fees	1,717,573	4,219,600	40.7%
Misc. Revenues	4,160	3,000	138.7%
Interest	498,366	450,000	110.7%
Transfers In/(Out)	<u>-</u>	<u>(60,000)</u>	
Total Non-Operating Revenues (Expenses)	<u>2,220,099</u>	<u>4,612,600</u>	48.1%
Excess (Deficiency) of Revenues and Other Sources over Expenses	<u>2,816,599</u>	<u>(5,931,860)</u>	
Ending Cash Balance*	<u>\$ 42,931,283</u>	<u>\$ 34,182,824</u>	

* - Unaudited

25% of the fiscal year has elapsed

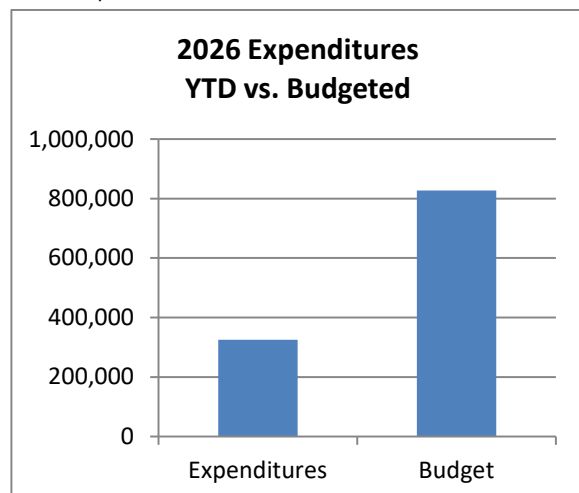
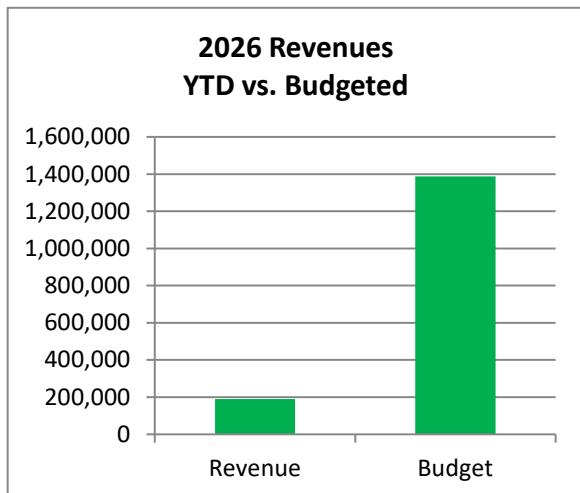


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Drainage Fund
Period Ending March 31, 2026
Unaudited

Drainage Fund	2026 Actuals March	2026 Adopted Budget	% Complete
Beginning Cash Balance*	\$ 4,551,052	\$ 4,551,052	
<u>Revenues:</u>			
Charges for Services	162,405	1,078,000	15.1%
Total Operating Revenues	162,405	1,078,000	15.1%
<u>Expenses:</u>			
Administration	18,132	90,960	19.9%
Operations	68,911	636,420	10.8%
Capital Improvements	238,303	100,000	238.3%
Transfer Out	-	-	
Total Operating Expenses	325,345	827,380	39.3%
Operating Income (Loss)	(162,941)	250,620	
<u>Non-Operating Revenues (Expenses)</u>			
Capital Revenues	-	270,000	0.0%
Misc. Revenues	-	-	
Interest	26,667	40,000	66.7%
Total Non-Operating Revenues (Expenses)	26,667	310,000	8.6%
Excess (Deficiency) of Revenues and Other Sources over Expenses	(136,273)	560,620	
Ending Cash Balance*	\$ 4,414,779	\$ 5,111,672	

* - Unaudited

25% of the fiscal year has elapsed

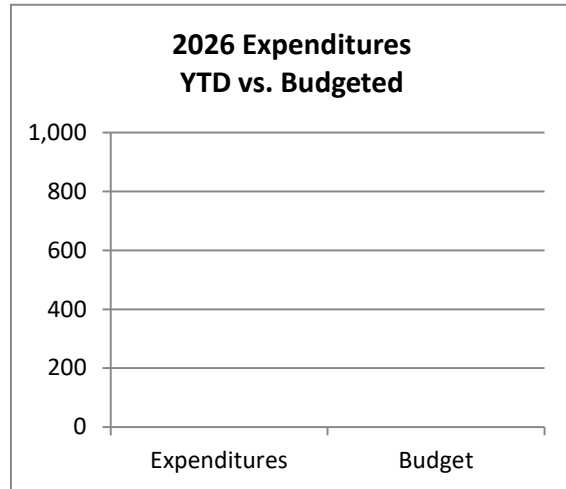
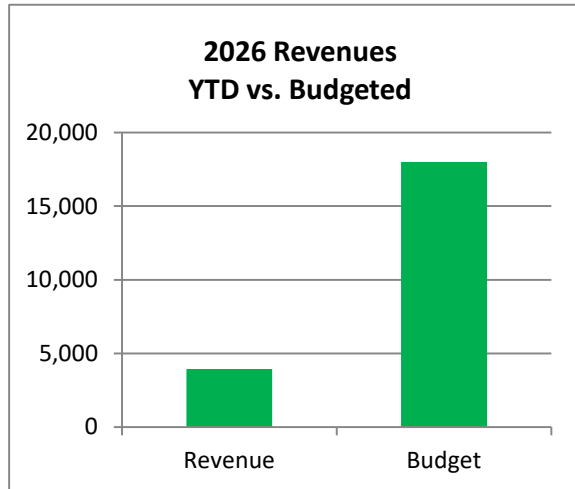


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Cemetery Perpetual Fund
Period Ending March 31, 2026
Unaudited

Cemetery Perpetual Fund	2026 Actuals March	2026 Adopted Budget	%
			Complete
Beginning Fund Balance*	\$ 226,041	\$ 226,041	
Revenues:			
Miscellaneous Revenue	2,678	13,000	20.6%
Earnings on Investment	1,275	5,000	25.5%
Total Operating Revenues	3,952	18,000	22.0%
Expenditures:			
Operations & Maintenance	-	-	
Capital Outlay	-	-	
Transfers Out	-	-	
Total Expenditures	-	-	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	3,952	18,000	
Ending Fund Balance*	\$ 229,993	\$ 244,041	

* - Unaudited

25% of the fiscal year has elapsed

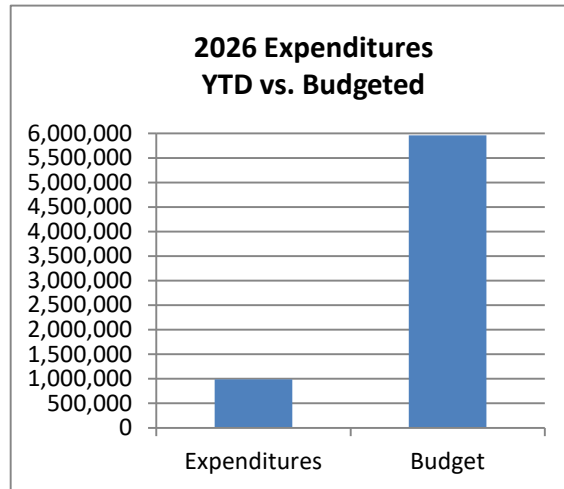
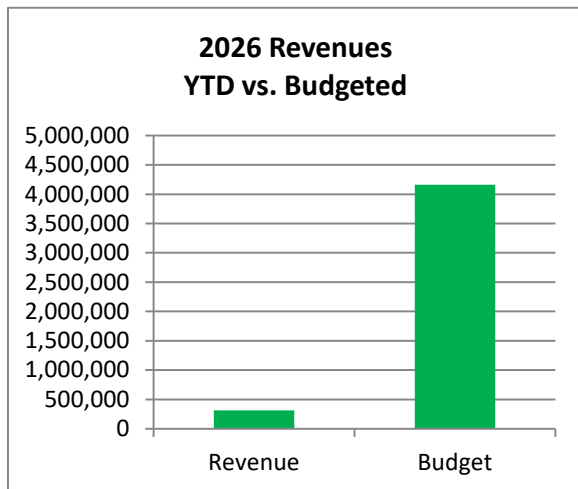


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Library Fund
Period Ending March 31, 2026
Unaudited

Library Fund	2026 Actuals March	2026 Adopted Budget	%
			Complete
Beginning Fund Balance*	\$ 16,585,144	\$ 16,585,144	
Revenues:			
Intergovernmental	-	1,375,300	0.0%
Miscellaneous Revenue	517	13,500	3.8%
Capital Investment Fees	183,993	418,500	44.0%
Interest	46,820	500,000	9.4%
<i>Transfers In</i>	80,738	1,855,724	4.4%
Total Operating Revenues	<u>312,068</u>	<u>4,163,024</u>	7.5%
Expenditures:			
Operations	270,321	3,125,550	8.6%
Capital Outlay	719,272	2,835,000	25.4%
Total Expenditures	<u>989,593</u>	<u>5,960,550</u>	16.6%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	<u>(677,525)</u>	<u>(1,797,526)</u>	
Ending Fund Balance*	<u><u>\$ 15,907,619</u></u>	<u><u>\$ 14,787,618</u></u>	

* - Unaudited

25% of the fiscal year has elapsed

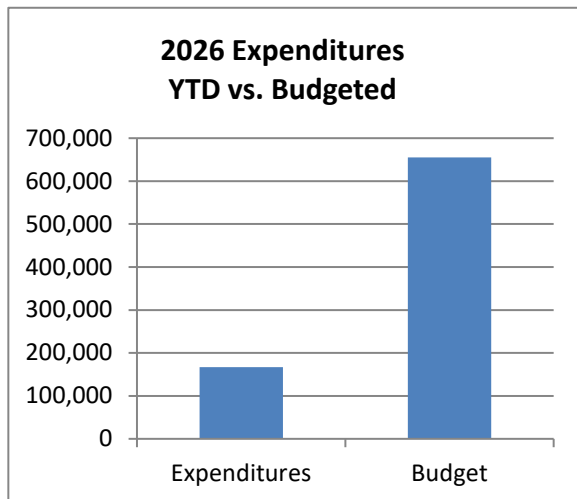
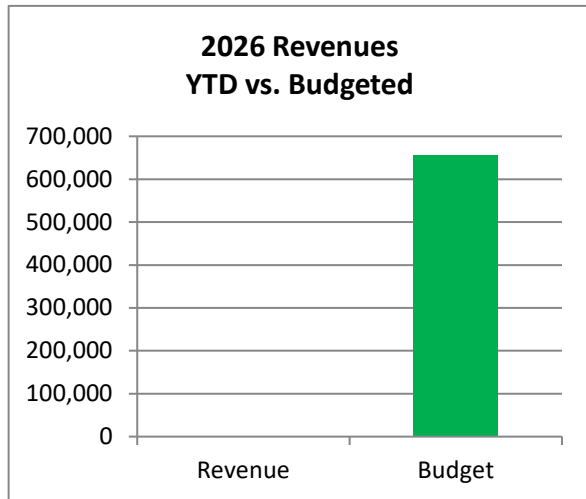


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Recreation Center Fund
Period Ending March 31, 2026
Unaudited

Recreation Center Fund	2026 Actuals March	2026 Adopted Budget	% Complete
Beginning Fund Balance*	\$ 192,855	\$ 192,855	
Revenues:			
State Grants	-	-	
Transfers In	-	655,000	0.0%
Earnings on Investment	-	-	
Total Operating Revenues	-	655,000	0.0%
Expenditures:			
Operations & Maintenance	166,667	505,000	33.0%
Capital Outlay	-	150,000	0.0%
Total Expenditures	166,667	655,000	25.4%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	(166,667)	-	
Ending Fund Balance*	\$ 26,188	\$ 192,855	

* - Unaudited

25% of the fiscal year has elapsed





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

Town Council Agenda Communication

Agenda Date: April 20, 2026

Subject: Resolution 2026-22: Approving the Economic Incentive Agreement Between the Town of Johnstown and Boondocks

Attachments:

1. Resolution 2026-22
2. Economic Incentive Agreement Between the Town of Johnstown and Boondocks

Presented by: Sarah Crosthwaite, Economic Development Director

Agenda Item Description:

Enclosed for your review and consideration is the Economic Incentive Agreement Between the Town of Johnstown and Boondocks.

Boondocks is a family-friendly entertainment retailer with 2 existing locations in Colorado. Boondocks has purchased a 10.07-acre site located at 5375 Ronald Reagan Boulevard, Johnstown CO 80534, within the 2534 Shopping Center.

The development will include a 60,579 SF facility that will feature an arcade, bar & restaurant, private event space, laser tag room, and a motion theater. Outdoor amenities of the project include two 18-hole miniature golf courses, a go-kart track including a rookie kart area, a bumper boat lagoon, and ropes course.

The development creates an economic benefit that includes an estimated capital investment of \$30.5 million and the creation of 120 jobs by 2028.

To facilitate the development of the project, the Town has offered the following incentives:

- A one-time 50% rebate on the building permit fee.
- A one-time 50% rebate on the building review fee.
- A one-time 50% rebate on the electrical fee.

In accordance with the Town's adopted Incentive Policy, all incentive agreements are performance-based and require the applicant to meet those metrics. Boondocks has committed to the following performance measures and expectations:

- Complete construction of their new facility and be operational on or before June 30, 2027

- Create 120 new jobs at the facility by March 31, 2028
- Consider in good faith Town-led efforts to create a General Improvement District (GID) and impose a Public Improvement Fee (PIF) for the purpose of funding future roadway and highway improvements.

Additionally, Boondocks has agreed to collaborate with Town staff to provide adequate event space for Town-hosted events for a five-year period beginning in 2027. The Town will provide sufficient advance notice to Boondocks for use of the space and will be responsible for any associated costs.

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 incentive agreement.

Financial Advice:

The incentives provided are considered reimbursements and based on specific performance measures.

Recommended Action:

Staff supports approval of Resolution 2026-22 regarding the incentive agreement between the Town of Johnstown and Boondocks.

Suggested Motions:

For Approval: I move to approve Resolution No. 2026-22, approving the Economic Incentive Agreement between the Town and Boondocks.

For Denial: I move to deny Resolution No. 2026-22, approving the Economic Incentive Agreement between the Town and Boondocks.

Reviewed and Approved for Presentation



Town Manager

TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2026-22

**RESOLUTION APPROVING THE ECONOMIC INCENTIVE AGREEMENT
BETWEEN THE TOWN OF JOHNSTOWN AND BOONDOCKS**

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

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

WHEREAS, Boondocks Entertainment, Inc., a Colorado corporation, Boondocks Properties, LLC, a Utah limited liability company, and Boondocks Food & Fun – Johnstown, LLC, a Colorado limited liability company (collectively, “Boondocks”), intend to develop the real property located at 5375 Ronald Reagan Boulevard, Johnstown, CO 80534 and to operate a business establishment known as “Boondocks” (the “Project”); and

WHEREAS, to facilitate the development of the Project, Boondocks has requested that the Town provide certain economic incentives; and

WHEREAS, Colorado municipalities are entitled to encourage new and expanded business development through inducements and incentives; and

WHEREAS, the Town Council finds that the Project will serve a public use and promote the health, safety, prosperity, security and general welfare of the citizens of the Town and that approval of the Economic Incentive Agreement between the Town and Boondocks is in the best interests of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO, THAT the Town Council hereby approves the Economic Incentive Agreement between and among the Town of Johnstown and Boondocks Entertainment, Inc., a Colorado corporation, Boondocks Properties, LLC, a Utah limited liability company, and Boondocks Food & Fun – Johnstown, LLC, a Colorado limited liability company, attached hereto and incorporated herein by reference as Exhibit A.

PASSED, SIGNED, APPROVED, AND ADOPTED this 20th day of April 2026.

TOWN OF JOHNSTOWN

BY: _____
Michael P. Duncan, Mayor

ATTEST:

Meghan Martinez, Town Clerk

ECONOMIC INCENTIVE AGREEMENT BETWEEN THE TOWN OF JOHNSTOWN AND BOONDOCKS

This Economic Incentive Agreement (“Agreement”) is made and entered into on this 20 day of April, 2026 (“Effective Date”), between the Town of Johnstown, a home rule municipality and political subdivision of the State of Colorado (“Town”), and Boondocks Entertainment, Inc., a Colorado corporation, Boondocks Properties, LLC, a Utah limited liability company and Boondocks Food & Fun – Johnstown, LLC, a Colorado limited liability company (collectively, “Boondocks”).

RECITALS

1. Boondocks owns and operates entertainment facilities throughout, among other locations, the State of Colorado;
2. Boondocks owns property located at 5375 Ronald Reagan Boulevard, Johnstown, CO 80534 (“Property”), and desires to develop and operate an entertainment facility on the Property (“Project”);
3. To facilitate the development of the Project, Boondocks has requested that the Town provide certain economic incentives;
4. Colorado municipalities are entitled to encourage new and expanded retail development through inducements and incentives;
5. The Town has determined the Project will serve a public use and promote the health, safety, prosperity, security and general welfare of the citizens of the Town;
6. Based on the foregoing, including the anticipated economic benefits, the additional employment opportunities and the opportunity presented by the location of the Project in the Town, the Town desires to accommodate the request and provide economic incentives pursuant to the terms and conditions set forth in this Agreement; and
7. The Town finds that this Agreement is in the best interests of the citizens of the Town.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions and covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and Boondocks agree as follows:

1. Recitals. The Recitals are incorporated as if set forth fully herein.
2. Town’s Commitments. In furtherance of the development, construction and operation of the Project, and based on Boondocks’ commitments set forth herein, the Town agrees as follows:

(a) Building Permit Fee. On the condition that the Project is constructed, operational and open to the public by the date set forth below, upon a written request from Boondocks to the Town containing proof of payment, to provide a one-time fifty percent (50%) rebate of the building permit fee paid to the Town;

(b) Building Review Fee. On the condition that the Project is constructed, operational and open to the public by the date set forth below, upon a written request from Boondocks to the Town containing proof of payment, to provide a one-time fifty percent (50%) rebate of the building review fee paid to the Town; and

(c) Electrical Fee. On the condition that the Project is constructed, operational and open to the public by the date set forth below, upon a written request from Boondocks to the Town containing proof of payment, to provide a one-time fifty percent (50%) rebate of the electrical fees paid to the Town.

For the avoidance of doubt, the foregoing fees do not include impact fees, water and sewer tap fees, or other Town imposed fees

3. Boondocks Commitments. In furtherance of the development, construction and operation of the Project, and based on the Town's commitments set forth herein, Boondocks agrees as follows:

(a) Boondocks shall complete construction of the Project and have the Project operational and open for business to the public on or before June 30, 2027;

(b) Boondocks shall employ a minimum of one hundred twenty (120) persons at the facility located on the Property by March 31, 2028. For avoidance of doubt, said one hundred twenty (120) persons will be comprised of both full-time and part-time employees (not full-time equivalent);

(c) On the condition that the Town provides written notice of its intent to the appropriate Boondocks personnel by September 1 of a given year, Boondocks agrees to rent the event space at the facility located on the Property to the Town for the listed rental rate on the second Friday in December for five (5) years, commencing on December 10, 2027, and ending on December 12, 2031;

(d) Should the Town seek to organize a General Improvement District, Business Improvement District or any other similar type of financing authority and impose a Public Improvement Fee (PIF) to fund public improvements associated with, among other spaces, the Project, Boondocks agrees to consider the Town's proposal in good faith and, if acceptable to Boondocks, take whatever reasonable actions are requested and necessary to facilitate the foregoing; and

(e) Boondocks shall comply with, and remain in compliance with during operation of the Project, the Town-approved Site Development Plan for the Property, the Johnstown Municipal Code and the Town's rules and regulations.

If Boondocks does not satisfy conditions (b) and (c) set forth above, Boondocks shall be obligated, within ten (10) days of a written request from the Town, to re-pay the fees rebated to the Town pursuant to Section 2(a)-(c) above along with interest at the statutory rate.

4. Assignment. Boondocks may not assign its rights or duties under this Agreement without receiving the prior written consent of the Town.

5. No Third-Party Beneficiaries. This Agreement, including the incentives provided herein, is not intended and shall not be deemed to confer any rights on any person or entity not named as a party hereto.

6. Notices. All notices, consents or other instruments provided for under this Agreement shall be deemed properly given when: (1) hand-delivered; 2) sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth; or (3) sent by electronic mail return receipt requested and received. Either party, by notice to be given, may change the address to which future notices shall be sent.

To the Town:

Town of Johnstown
Attention: Town Manager
450 So. Parish
P. O. Box 609
Johnstown, CO 80534
Email: notices@johnstownco.gov; mlecerf@johnstownco.gov

To Boondocks:

Boondocks Entertainment, Inc.
Attention: Deric Thorpe
1499 West 120th Avenue, Suite 120
Westminster, CO 80234
Email: dthorpe@boondocks.com

7. Governing Law and Venue. This Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado and the Code. Venue for any claim, proceeding or action arising out of this Agreement shall be in the County of Larimer or Weld, State of Colorado.

8. Dispute Resolution. 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 the parties. If mediation is not successful after ninety (90)

days, either party may then commence an action and be entitled to such remedies as are provided by law.

9. 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.

10. Entire Agreement and Amendments. This Agreement constitutes the entire agreement and understanding between the parties concerning the subject matter contained herein and supersedes all prior agreements or understandings. Any amendment to this Agreement must be in writing and signed by the parties.

11. Severability. If any provision or part of this Agreement is determined to be unenforceable or invalid, to the extent practicable, such judgment shall not affect, impair or invalidate the remaining parts of this Agreement, the intention being that the various parts and provisions hereof are severable.

12. Headings. The paragraph headings herein are for the convenience and reference of the parties and are not intended to define or limit the scope or intent of this Agreement.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

By: BOONDOCKS ENTERTAINMENT, INC.,
a Colorado corporation.

By: 
Name: Deric Thorpe
Title: President & CEO

By: BOONDOCKS PROPERTIES, LLC.,
a Utah limited liability company.

By: Boondocks Entertainment, Inc.
a Colorado corporation, its Manager

By: 
Deric Thorpe, President & CEO



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

Town Council Agenda Communication

Agenda Date: April 20, 2026
Subject: Resolution 2026-24: Declaring Water Conservation Level 3
Attachments: 1. Resolution 2026-24
Presented by: Greg Venette, Utilities Director

Agenda Item Description:

Enclosed for your review and consideration is Resolution 2026-24, which proposes the adoption of Level 3 Water Conservation Measures in alignment and compliance with the Johnstown Municipal Code. The Town has implemented water conservation measures for several years for a variety of operational, environmental, and financial reasons. However, current conditions this year warrant a more stringent conservation response. This past winter produced exceptionally low snowpack levels, with current data indicating near-historic lows. As a result, runoff is expected to occur earlier than normal, with projections suggesting peak melt may conclude as early as mid-May or early June. This significantly shortens the duration of natural water supply replenishment.

In addition, the overall water supply outlook for the 2026 irrigation season is poor. The Town is facing multiple compounding constraints, including:

- The Home Supply Ditch Company has reduced the yield from 5 acre-feet per share to 2.5.
- The water treatment plant remains constrained during peak summer demand. Until the Water Treatment Plant Expansion is completed (anticipated Q1 2027), the system is vulnerable during high irrigation periods.
- Analysis and modeling by the Town's water engineering consultants support moving to higher intensity conservation efforts.
- Due to low river flows, the exchange system is not expected to operate as usual this season. This exchange transfers water between Mariano, Lon Hagler, and Lonetree Reservoirs and the Home Supply Ditch, allowing the Town to fully utilize all its available water shares. Staff are working with Home Supply to determine costs and feasibility to install a temporary pumping system to facilitate this transfer, but it does not currently have firm numbers.

Moving to Level 3 conservation is therefore a proactive and necessary step to ensure that the Town's water remains available for essential use as drinking and firefighting supply.

Under Level 3, the Level 2 standards restrictions and exemptions still apply, with the addition that the property's designated watering day are reduced to 2 times a week as stipulated below:

- Even addresses based on the last digit of the address of the property may only water on Thursdays and Sundays.
- Odd addresses based on the last digit of the address of the property may only water on Wednesdays and Saturdays; and
- Homeowner associations may only water on Thursdays and Sundays; and
- The Town may only water Town-owned parks on Wednesdays and Saturdays.
- Under Level 3, only non-potable water may be used for construction purposes.

The resolution attached will require Level 3 water conservation from April 20 to October 15, 2026.

These conservation measures are in line with 10 other communities in the state impacted by these conditions. This number is expected to grow in the following weeks as drought conditions persist. Strengthening alignment between water suppliers is anticipated to improve overall compliance, reduce public confusion, and support more effective conservation.

Under Level 3 Water Conservation, the use of potable water for construction purposes is prohibited, and only non-potable sources may be utilized. Currently, the Town does not have an established system for contractors to access non-potable water; however, staff are researching options to accommodate this need. In the interim, high-volume construction water users will be directly contacted to communicate these conservation measures and discuss alternative approaches. Additionally, the Town's bulk water filling station will be closed to prevent the use of potable water for construction-related activities during this period.

Systems that run exclusively on non-potable water are exempt from this resolution and water conservation requirements. This would include users such as agricultural applications and the Town Cemetery, which runs on non-potable water.

Those that are installing new sod can request an exemption from irrigation restrictions by applying for a permit either online or in person at Town Hall. In line with conservation efforts, permits will limit this exemption to 45 days. At the end of the 45-day term, the applicant will adhere to the Level 3 watering schedules. Previously, these permits were issued for the full duration of the irrigation season. This adjustment is based upon feedback from last year's administrators, industry standards, and surrounding municipalities' programs. Similar to last year, no fee will be assessed for the permit provided it is approved and issued.

Outreach for programs that accompany the new watering conservation schedule are in full swing and being utilized by residents. These programs include Budget Billing, Fix-a-Leak Audit kits, Garden in a Box, Residential Lawn Replacement, Toilet Rebate Program, Sprinkler System consultations, and Outdoor Irrigation rebates.

Strategic Plan Alignment:

Quality Infrastructure & Facilities

- Maintain safe and reliable public infrastructure and utilities
- Ensure future infrastructure and facilities are sustainable, resilient, and aligned with community growth
- Invest in and maintain equipment, fleet, and technology

Legal Advice:

The Resolution was drafted and reviewed by the Town Attorney.

Financial Advice:

Not Applicable

Recommended Action:

Approve Resolution 2026-24 as presented.

Suggested Motions:

For Approval: I move to approve Resolution 2026-24 as presented.

For Denial: I move to deny Resolution 2026-24 as presented.

Reviewed and Approved for Presentation



Town Manager

**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2026-24**

RESOLUTION DECLARING WATER CONSERVATION LEVEL 3

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

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

WHEREAS, to conserve water through water wise principles, ensure a sufficient supply of potable water for the citizens of the Town, recognize that lawns do not require daily watering, but instead that excessive watering constitutes a waste of water, and safeguard the Town’s ability to provide water for fire protection from the Town’s water distribution system, on March 16, 2026, by Resolution No. 2026-15, the Town Council imposed “Level 2” watering restrictions pursuant to Section 13-151(c) of the Johnstown Municipal Code; and

WHEREAS, after further consideration, based, in part, on the water allocation attributed to each share of the Consolidated Home Supply Ditch & Reservoir Company for the 2026 calendar year, the Town Council desires to institute more stringent watering restrictions and declare a water conservation “Level 3” as set forth in Section 13-151(d) of the Johnstown Municipal Code; and

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

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

1. The Town Council hereby finds, determines and declares that a water conservation “Level 3,” being a moderate drought period as described in Section 13-151 of the Johnstown Municipal Code, shall be in effect from April 20, 2026, through October 15, 2026.

2. Persons residing or owning property in the Town are hereinafter required to comply with the watering restrictions set forth in Section 13-151(d) of the Johnstown Municipal Code, as described below:

(1) No person residing or owning property in the Town shall cause, permit or allow any person to irrigate, spray, sprinkle or otherwise apply water from the Town’s water system to any lawn, garden or other outdoor vegetation, unless such usage complies with the following conservation methods:

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

- i. Even addresses based on the last digit of the address of the property may only water on Thursdays and Sundays;
 - ii. Odd addresses based on the last digit of the address of the property may only water on Wednesdays and Saturdays;
 - iii. Homeowner associations and metropolitan districts may only water common areas on Thursdays and Sundays; and
 - iv. The Town may only water Town-owned parks on Wednesdays and Saturdays.
- b. Spray and sprinkle irrigation and hand-watering shall only occur between the hours of midnight to 10:00 a.m. and then from 6:00 p.m. to midnight on the property's designated watering day;
 - c. No water from the Town's treated water system shall be used for the purpose of washing sidewalks, driveways, patios or similar hardscapes;
 - d. Vehicles may be washed only on the property's designated watering day with a bucket or a hose running with an automatic shut-off nozzle. If possible, persons are encouraged to park vehicles on their lawns while washing occurs, but such vehicles may be on the lawn only while they are being washed and shall be immediately removed from the lawn upon completion. Commercial vehicle washing facilities are exempt from this regulation;
 - e. Except that trees and shrubs may be watered by hand on a Saturday or Sunday, no outdoor watering, as described herein, may occur prior to April 15, 2026; and
 - f. Watering of newly planted grass shall only occur subject to a permit approved and issued by the Town. The cost of the permit, shall be waived for the 2026 water year.
 - g. Only non-potable water may be used for construction purposes.
- (2) The foregoing restrictions shall not apply to:
- a. Irrigation of land used for commercial agriculture; and
 - b. Irrigation of land using non-potable water sources that do not directly apply water from the Town's treated municipal water utility system.
3. This Resolution shall be effective on April 20, 2026, and shall, absent additional action of the Town Council, expire on October 15, 2026.

PASSED, SIGNED, APPROVED, AND ADOPTED THIS ___ day of April, 2026.

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
 Meghan Martinez, Town Clerk

By: _____
 Michael P. Duncan, Mayor



Building Permit Statistics

Single Family Residential	Commercial
Current Month: 37 Issued ytd: 150	*New Building Issued ytd 3

Duplex	3-plex	4-plex	5-plex	6-plex	7-plex	Apartment Buildings/Units
2						0 / 0

Other Residential (basements/alterations/additions)	Other Commercial * (tenant finish/alterations/additions)
Issued ytd 164	Issued ytd 30

Fees collected at permit issuance	Residential YTD	Commercial YTD
Construction Valuation	\$52,192,172.67	\$9,441,975.10

Building permit fees	\$383,058.92	\$123,171.08
Raw Water Development Fee	\$914,301.00	\$21,381.00
Water Meter	\$71,710.00	\$1,215.00
Water Tap	\$1,036,433.00	\$24,912.00
Sewer Tap	\$1,315,047.00	\$31,655.00
Regional Sewer Development fees	\$486,000.00	\$0.00
Sewer Inspection Fee	\$14,200.00	\$500.00
Park	\$71,000.00	\$500.00
Use Tax	\$952,596.53	\$207,444.68
Larimer Use Tax	\$135,306.44	\$59,604.54
Open Space Impact Fee	\$212,726.00	\$0.00
Library Impact Fee	\$204,498.00	\$0.00
Public Facilities Impact Fee	\$283,082.00	\$29,749.12
Police Facilities Impact Fee	\$128,746.00	\$10,127.36
Transportation Facilities Impact Fee	\$494,714.00	\$77,537.60
402 Interchange Fee	\$36,224.00	\$0.00
High Plains Blvd Reimbursement Fee	\$0.00	\$0.00
West Water Fee	\$63,050.00	\$0.00
Reinspection Fee	\$3,100.00	\$0.00

TOTAL FEES (YTD)	\$6,805,792.89	\$587,797.38
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450 S. Parish Avenue
Johnstown, CO 80534
970.587.4664
JohnstownCO.gov

April 3, 2026

Lindsay Oliver, Planner
Weld County Department of Planning Services
1402 N 17th Avenue, PO Box 758
Greeley, CO 80632

Re: ZPTT25-0003 Referral Comments

Dear Lindsay,

Thank you for referring project ZPTT25-0003 to the Town of Johnstown. I appreciate being able to comment on projects within the Town's growth management area (GMA).

The proposed project suggests building a 70' tall wireless telecommunications tower adjacent to Highway 60, east of Payton Drive in Ledge Rock Center. The subject parcel (1061 1220 0002) is located in unincorporated Weld County and is surrounded to the east, west, and north by land annexed into the Town of Johnstown. State Highway 60 is the primary transportation route between the interstate and downtown. As such, it functions as a primary arterial in both functionality and aesthetics.

Comments on this project were initially provided to Weld County Planning Services November 17, 2025. In that communication, the following major concerns and Johnstown Land Use and Development Code sections were identified: **(1)** Camouflage and concealment of WCFs (LUDC §17-10-1(E)(2)(a)); **(2)** location of aesthetical significance (LUDC §17-10-1(E)(2)(a)(1)); **(3)** proximity to residential neighborhoods (LUDC §17-10-1(E)(4)(a)); **(4)** design requirements (LUDC §17-10-1(E)(5)); and **(5)** viewsheds along major corridors (Johnstown Comprehensive Plan Strategy S3.5). Of these comments, the applicant addressed only comment (1) by amending the design to be a large pillar rather than a lattice tower. While the pillar echoes the Ledge Rock Center design, its scale disrupts the visual harmony and undermines the overall balance along the corridor.

Therefore, the Town must reiterate and reinforce its prior comments. The proposed site occupies a highly visible and sensitive location regionally significant corridor and within 350 feet of existing residences – making it fundamentally incompatible with surrounding land uses. This placement is inappropriate and avoidable. The location should instead be relocated away from the highway corridor to the southern boundary of the property, approximately 500 – 900 feet east of the existing oil and gas facilities and adjacent to the railroad tracks, where impacts would be substantially reduced.

The Town engaged the applicant in good faith to explore alternative locations and solutions. During that meeting, the Town offered to facilitate a connection with the Superintendent of Schools at Weld RE-5J;

The Community that Cares

this offer was declined. Absent a meaningful relocation of the site, the Town cannot support the application under any circumstances.

The Town believes it is critical and essential to recognize that Weld County and Johnstown are actively engaged in developing a new Coordinated Planning Agreement (CPA). This process is grounded in collaboration and mutual good faith. Although the document is not yet finalized, approval of this application in its current form by Weld County would directly undermine the spirit, vision, and anticipated framework of the forthcoming CPA. Such action risks compromising the integrity of the ongoing negotiations and could significantly hinder the progress both parties have made toward establishing a cohesive and forward-looking planning strategy.

Staff acknowledges that the applicant is not required to comply with the Town's adopted standards, however, given the substantial negative aesthetic impacts to the corridor and residents alike, staff is requesting the following:

- 1. The WCF should be relocated to a more appropriate area of the parcel. The WCF should not be located along State Highway 60, which is a Regionally Significant Corridor, and should not be located adjacent to existing residential lots.**
- 2. Town standards should be considered in review of this USR, especially given the fact that the lands to the east, west, and north all exist in Town limits.**
- 3. While the alternative tower design compliments the commercial area west of the current site, a silo or grain bin would be a more appropriate design along the southern property line.**
- 4. Based on the revised application, staff remains vehemently opposed to the project. There is significant incompatibility with surrounding land uses, Town standards as well as long-range planning documents, both locally and regionally.**

We sincerely appreciate the opportunity to participate in this review process. If you'd like to discuss any of these points, I'm happy to make myself available.

Regards,



Jennifer Simmons, AICP
Planning & Development Director

cc: Mayor Duncan and Town Council
Matt LeCerf, Town Manager
Mitzi McCoy, Deputy Town Manager

The Community that Cares

February 17, 2026

The regular meeting of Glenn A. Jones, M.D. Memorial Library Board was called to order at 6:35 pm. Chad Young, Debi Sauer, Jenna Hall, Heather Farquhar, Sheryl Ballard and Director Kristi Plumb were in attendance.

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

January beginning balance	\$ 1,082.26	Petty Cash beginning balance	\$ 1,261.37
Inflow	1,173,590.65 (1,000,000 from CO Trust)		-0-
Outflow	771,809.43		627.25
Ending balance	\$ 402,863.48		\$ 634.12

CO Trust: \$ 12,043,038.73

Director's Report:

Artist-in-Residence: Andrea Knaus shares her Wizard of Oz collection.

Collections: 238.4 pounds to Milliken Food Pantry. 16 pairs of glasses to Lions Club. 10 flags to VFW.

SRP: Theme is "Unearth a Story". Shirts are being designed, dinosaur costumes have been ordered for school visits and 3D dinosaurs are being printed for prizes.

Outreach: RHS is going well-lots of interactions with students. Staff will be attending Elwell Elementary and Knowledge Quest Academy for their Literacy Night festivities in March and in May, will be hosting Pioneer Ridge Elementary in the building.

Johnstown MOU: Attorneys focusing on these three points: sidewalk timeline, snow removal and overhead calculations regarding HR and finance plus 5%.

Milliken Public Library: Grand Opening either May 2nd or 9th. HPLD gifted \$2000 for event planning-giveaway swag is being ordered. Wall signing will be February 25th 3:30 – 5 pm. Phone number 970-857-1950. Hours were discussed. Staff/Board will receive an allowance of \$75 for logo clothes. Books and furniture are on order. Owner Representative Level 5 has replaced Wember. Discussion continues regarding what we could ask of the Town of Milliken- bench, signage, parking lot striping.

Staff: New hires- Hannah Kimball will be 18 hours a week and Arianna Deeds will start part time and hopefully progress to full time with MPL opening. Interviews continue.

The meeting was adjourned at 8:25 pm. The next meeting will be March 17, 2026 at 6:30 pm.

January statistics: Johnstown door count – 10222 circulation – 9531

Respectfully submitted, Sheryl Ballard - Secretary

JONES MEMORIAL LIBRARY CASH FLOW REPORT - FEB 2026			Y-T-D	2026 BUDGET		Notes	
BEGINNING CHECKING BALANCE			\$ 402,863.48	\$ 1,082.26	\$ 20,000.00	To Date	
INFLOWS	Donations/Grants	\$ 5,150.00	\$ 5,667.00	\$ 3,500.00			\$5000 HPLD grant
	Interest	\$ 332.84	\$ 76,202.32	\$ 500,000.00			
	Misc Income	\$ -	\$ -	\$ 10,000.00			
	Investments	\$ -	\$ 1,000,000.00	\$ -			
	Town of Johnstown	\$ 172,734.65	\$ 345,469.26	\$ 2,072,816.00			
	High Plains Library District	\$ 9,845.97	\$ 9,845.97	\$ 1,514,234.00			Wember reimb. \$5,000
INFLOWS TOTAL		\$ 188,063.46	\$ 1,437,184.55	\$ -			
TOTAL AVAILABLE FUNDS		\$ 590,926.94		\$ 4,120,550.00			Y-T-D
OUTFLOWS	Advertising/Website	\$ 2,200.00	\$ 4,001.00	\$ 50,000.00			
	Books - 21	\$ 435.14	\$ 4,154.29	\$ 80,000.00	252		
	DVD/Audio -0	\$ -	\$ 237.89	\$ 10,000.00	11		
	Library of Things	\$ 44.98	\$ 54.97	\$ 15,000.00			
	Collection Fees/Bad Debts	\$ -	\$ -	\$ 2,000.00			
	Computer Expenses	\$ -	\$ 320.24	\$ 10,000.00			
	Equipment/Furniture/Art	\$ 700.00	\$ 16,827.25	\$ 100,000.00			MPL - \$16,300
	MakerSpace/BakerSpace	\$ 1,862.69	\$ 13,874.63	\$ 60,000.00			MPL - \$13,254.64
	Gifts Given	\$ 3.61	\$ 248.52	\$ 5,000.00			
	Investments	\$ -	\$ -	\$ 397,550.00			
	Legal Fees/Consulting Fees	\$ 651.50	\$ 1,248.50	\$ 20,000.00			YH - \$240
	Maintenance/Building Exp.	\$ 168.65	\$ 3,513.43	\$ 200,000.00			
	Memberships/Licenses	\$ -	\$ 183.00	\$ 2,500.00			
	Outreach	\$ -	\$ 364.63	\$ 10,000.00			
	Professional/Enrichment	\$ 1,157.33	\$ 1,157.33	\$ 10,000.00			
	Programming	\$ 3,502.79	\$ 7,278.15	\$ 200,000.00			
	MakerSpace	\$ 26.52	\$ 442.81	\$ 25,000.00			
	Salaries/Benefits/Perks	\$ -	\$ 1,823.57	\$ 1,200,000.00			
	Health Ins./Retirement	\$ -	\$ -	\$ 240,000.00			
	Subscriptions, Periodicals	\$ 207.76	\$ 549.85	\$ 7,500.00			
	Supplies, Janitorial	\$ 233.81	\$ 250.43	\$ 6,000.00			
	Supplies/Expenses, Library	\$ 827.15	\$ 1,176.89	\$ 30,000.00			YH - \$339.68
	Telephone	\$ 654.45	\$ 1,278.01	\$ 15,000.00			
	Utilities	\$ 3,442.13	\$ 10,297.72	\$ 90,000.00			MPL - \$2182.27; YH \$327.97
	Capital Improvements-MPL	\$ 236,702.94	\$ 955,975.02	\$ 1,000,000.00			
	Capital Improvements-JT	\$ -	\$ -	\$ 335,000.00			
	Transfer to petty cash	\$ 1,000.00	\$ 1,000.00	\$ -			
	Tax distribution reconcile	\$ 3,059.85	\$ 3,059.85	\$ -			
OUTFLOWS TOTAL		\$ 256,881.30	\$ 1,029,317.98	\$ 4,120,550.00			
ENDING CHECKING BALANCE		\$ 334,045.64					

					Notes
BEGINNING PETTY CASH BALANCE		\$ 634.12			
	Transfer from regular checking	\$ 1,000.00			
	Programming	\$ -			
ENDING PETTY CASH BALANCE		\$ 1,634.12			
<i>COLORADO TRUST INVESTMENT</i>			Y-T-D		
BEGINNING BALANCE		\$ 12,043,038.73			
	Dividend - 3.7909%	\$ 35,069.22	\$ 75,530.44		
	<i>Contribution</i>	\$ -			
	<i>Withdrawal</i>	\$ -			
ENDING BALANCE		\$ 12,078,107.95		FUNDS IN RESERVE	\$ 1,218,500.00



2025 ANNUAL REPORT

BEHAVIORAL HEALTH SERVICES

Our commitment to transformative work

Our community reached a milestone in 2025 with the opening of the adolescent crisis stabilization unit at Longview campus. Celebrating the addition of five much-needed beds and local, behavioral health crisis care for youth (ages 12-17) ranks among some of my proudest moments. We have come a long way since 2018, when voters passed the County's dedicated behavioral health sales-use tax.

Although that's true, Larimer County Behavioral Health Services and many communitywide partners know more needs to be done to strengthen our countywide behavioral health system. Ultimately, it's about delivering the right care, at the right time, in the right place, and at the right cost so all people can thrive. That means collaborating to solve complex problems, reducing duplication, and diversifying Larimer County's behavioral health investment strategy and other efforts that make it easier to find care, reduce waitlists, and keep talented professionals in our community.

You will find hexagons throughout this Annual Report, symbols of our collective work. They represent people and organizations coming together to form one of nature's strongest structures and, in this case, a stronger behavioral health system.

Larimer County is positioned to continue delivering mental health and substance use care in ways that few others can, and that is because of voters' forward-thinking decision. I stand with you in our commitment to and investment in this life-changing work.

Jody Shaddock-McNally

Chair of the Board of County Commissioners and Behavioral Health Policy Council



From building solid foundations to strengthening system connections



Every day in Larimer County, our neighbors reach out during life's most pivotal moments — seeking crisis support, navigating transitions, or embracing the possibility of healing. BHS is here to ensure that when they do, our system responds with dignity, care, and clear pathways to wellness.

Since the 20-year ballot measure passed, we have moved from crafting a foundation to strengthening real-world access. By expanding crisis care at the Longview campus and supporting 77 community partners through grants, we've created a resilient network. We are now building upon that success toward the future: investing in our vital behavioral health workforce and a consumer access portal to simplify finding care.

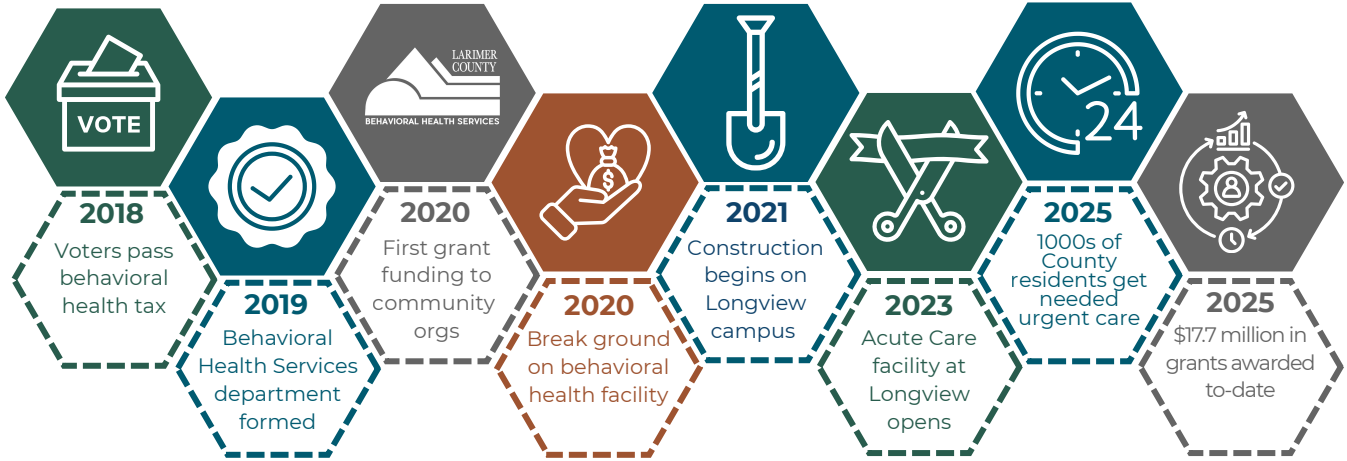
This work is deeply human. I am profoundly grateful for the trust you place in us. Together, we are transforming complex challenges into a landscape of hope and belonging.

Amy Martonis, MSW

Behavioral Health Services Director

We Honor Commitments.

Voters approved a 20-year tax initiative in 2018. Their **forward thinking** makes Larimer County **uniquely positioned to improve behavioral health care** for all.



Voters said ‘Yes.’ County manages tax. \$17.7 million awarded to 77 organizations since the start. Built and opened Acute Care facility at Longview Campus - open all day, every day, for all ages. Grant recipients & contractors administer services. **Our community benefits.**

Your Tax Dollars at Work

Larimer County Behavioral Health Services’ Portfolio of Investments



2025 TOTAL

BEHAVIORAL HEALTH SALES AND USE TAX REVENUE GENERATED

\$24.5 million*



SHORT-TERM

Synergy Fund

Foster Collaboration, Reduce Duplication

\$100,000/year (pilot in 2026)



ONE-YEAR

Impact Fund Grant Program

Fill Gaps in Community, Expand Services/Programs

\$3 million/year



3+ YEARS

Multi-Year Funded Initiatives

Drive System-Level Change

\$500,000+ determined yearly



LONG-TERM

Acute Care Facility at Longview

Increase Access to Crisis Care

\$20.2 million net cost for 2025

Learn more at www.larimer.org/behavioralhealth/communityinvestments

*Unaudited total, as of March 2026



Strategic Plan

Behavioral Health Services

2026-2030

VISION: Larimer County is a community where people are empowered and supported in accessing a full range of behavioral health services that promote well-being for all.



STEWARDSHIP

We build trust through the **responsible use of behavioral health services tax dollars.**



PARTNERSHIP

We are better together and work to enhance **cross-sector collaboration.**



COMMUNITY

Our **collective efforts** lead to shared growth and success that can **benefit every individual.**

MISSION: We aim to develop a sustainable and flexible behavioral health system through community investments and partnerships.



STRATEGIC PRIORITIES

- Grounded in County's Guiding Principles
- Shaped by continuous stakeholder input
- Builds upon relevant community reports, like the Community Master Plan 2.0

Community-Driven Investments

Develop and implement multiple funding mechanisms driven by community input, data, and measurable outcomes

Behavioral Health Workforce Capacity

Advance recruitment, development, and retention strategies with behavioral health providers

Communications and Public Engagement

Build trust in and awareness of tax; tell story of its impact in our community

Operational Excellence

Maximize the impact of Larimer County behavioral health sales-use tax revenue

Governance and Partnerships

Collaborate with stakeholders to co-create solutions, advance behavioral health system

System Infrastructure

Strengthen the behavioral health system through investments in multi-year funded initiatives

ANNUAL IMPACT FUND GRANT PROGRAM

7 YEARS

\$17.7
MILLION

77

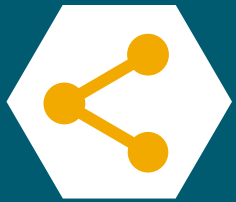
ORGANIZATIONS
SERVING PEOPLE
IN LARIMER
COUNTY

PROGRAM OVERVIEW

The Impact Fund Grant Program is designed to invest behavioral health tax dollars in the form of annual grants to enrich community-based behavioral health services across Larimer County. Since the program's inception in 2019, our grantees have been filling critical service gaps for a wide range of people – including historically underserved populations and residents in rural parts of Larimer County.

TARGETED GRANTS

Designed to address gaps in behavioral health care with concentrated focus areas and funding. More than 70% of funding goes toward these targeted areas, which were set by the department's advisory groups.



Care Coordination



Systems Integration



Alternative & Interventions in Criminal Justice



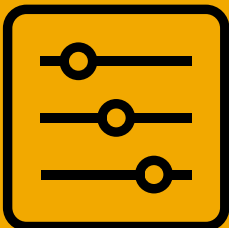
Workforce Expansion



Services in Diverse Settings



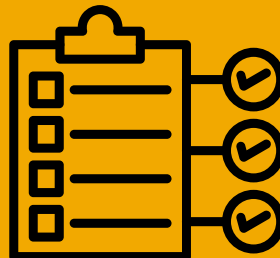
Expansion of Youth Services



- ✓ Awards range from \$25,000 to \$100,000
- ✓ Available to a variety of organizations
- ✓ Directly related to behavioral health programming/services
- ✓ Must support Larimer County residents
- ✓ Competitive, external review process and required reporting

TRACKING OUR PROGRESS, TOGETHER

Final grant reports from 2022-2024 show positive outcomes, including improved feelings of social connection and belonging, as well as increased access to care. We continue to work with our advisory groups to refine how we measure and support our collective success, exploring the use of shared metrics for longer-term investments.



HIGHLIGHTS FROM 2024 CYCLE GRANTS



41 grants awarded in 2024 cycle to organizations that completed work in 2025

100% of grants closed were in compliance

91% met or exceeded 131 total objectives among all grantees

STORIES OF IMPACT

THE PEOPLE BEHIND OUR PROGRESS

Community well-being doesn't come from a one-size-fits-all approach. That's why we invest your behavioral health tax dollars in organizations that serve everyone from youth and older adults to veterans and first responders. We continued this commitment in 2025 with an investment of \$3 million in Impact Fund grants awarded to 42 organizations.



Harvest Farm Men's Recovery Program in Wellington

As part of the New Life Program, men focus on breaking the cycles of addiction, homelessness or both. Participants are graduating at record rates, and 93% remain in stable housing a year later.



Hearts & Horses' Changing Leads Program in Loveland

Over five years, 231 Thompson School District middle schoolers have benefitted from equine-assisted learning. They gain skills in a space that may work better than traditional therapy.



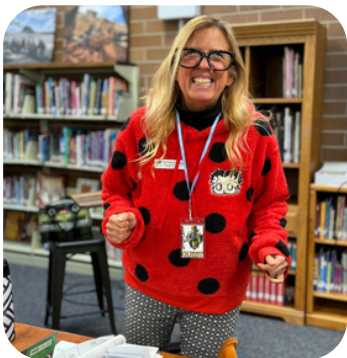
Yarrow Collective providing non-clinical options

Alternatives to traditional services include but aren't limited to: Peer support groups, one-on-one peer support, harm reduction and recovery, youth support, training, and more.



Boys & Girls Clubs' behavioral health services a 'God-send'

Youth across Larimer County are getting free 1-on-1 counseling sessions and weekly social-emotional learning groups at all 10 Clubs. BGCLC reaches over 2,500 youth annually.



The Alliance for Suicide Prevention of Larimer County

The organization is training thousands of youth and adults to spot and prevent suicide. Declines in Larimer County's suicide rate are attributed to community-wide collaboration.



Larimer County teens build skills, confidence at TAC 212

Investing behavioral health taxes in students' development today builds resiliency and saves our community money. Learn more about the community and resource hub for teens (11-18).

Read these six stories and more at www.larimer.gov/behavioralhealth/stories-of-impact

illuminating the impact of behavioral health investments through real stories of change, inspiration, and connection.

THE LAMPLIGHTER
BEHAVIORAL HEALTH SERVICES

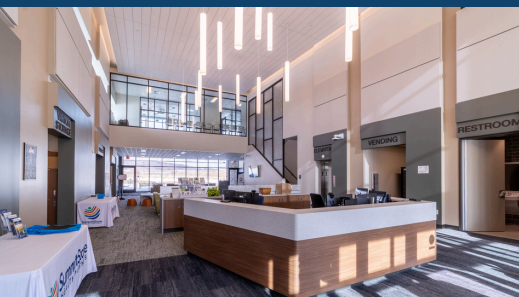
STEWARDSHIP PARTNERSHIP COMMUNITY

SUBSCRIBE TO OUR NEWSLETTER

We want taxpayers to know how their contributions are making measurable differences. One way we do that is through The Lamplighter, the department newsletter that launched in 2025.



OPEN TO ALL: THE ACUTE CARE FACILITY AT LONGVIEW CAMPUS



CLIENTS SERVED IN BEHAVIORAL HEALTH URGENT CARE

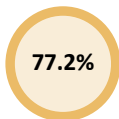
Source: SummitStone Health Partners | Dec. 2, 2023-Feb. 28, 2026



Total visits to urgent care (~621.7/month)



Unique clients who visited urgent care



Sought care for themselves (walk-in visits)

CLIENT AGE BREAKDOWN OF TOTAL VISITS

- Under 12 (1.6%)
- Ages 12-17 (6.5%)
- Ages 18-25 (16.3%)
- Ages 26-35 (28.5%)
- Ages 36-45 (25.9%)
- Ages 46-55 (12.2%)
- Ages 56-65 (6.7%)
- Over 65 (2.3%)

TOP 10 LARIMER COUNTY RESIDENCES

- Fort Collins (9,954)
- Loveland (4,633)
- Windsor (554)
- Wellington (453)
- Berthoud (319)
- Johnstown (218)
- Timnath (185)
- Estes Park (168)
- Laporte (151)
- Unincorporated Larimer County/other communities (118)
- Red Feather Lakes (34)



Of urgent care visits were by Larimer County residents

SCREENING DATA SHOW CLIENTS ARE GETTING BETTER



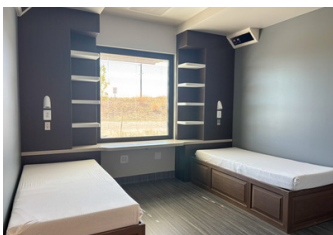
- The Longview campus uses a trusted tool to screen for depression called the PHQ-9.
- 77% of clients screened on arrival had significant signs of depression.
- Among those screened again at discharge, early data show 79% experienced a major improvement in their depressive symptoms.

Larimer County is home to a **state-of-the-art mental health and substance-use crisis center**, thanks to taxpayers. Nestled between Fort Collins and Loveland, the Acute Care facility provides **services – all day, every day – to people of all ages, regardless of ability to pay**. It opened its doors to the community Dec. 2, 2023 and represents a unique, public-private partnership between Larimer County and longtime nonprofit SummitStone Health Partners, which is contracted to provide services.



2025 MARKED OPENING OF NEW ADOLESCENT UNIT

- For youth ages 12-17
- Crisis care
- Therapeutic individual and group sessions,
- Medication management
- Nursing support
- Occupational therapy
- Various activity, creative and experiential groups



www.larimer.gov/behavioralhealth/longview/adolescents

COMING SOON: DATA DASHBOARD



A SummitStone Health Partners data dashboard will soon be available at:
www.summitstonehealth.org/Longview/Data

2260 W. Trilby Road
Fort Collins, CO 80526
In crisis? Walk in or call 970-494-4200 ext. 4





WE ASKED. YOU ANSWERED.

“What does it mean to be in a community that values behavioral health – so much so that taxpayer dollars support it?”



MORE INFO?

Scan QR code to go to the Larimer County BHS website

“Behavioral Health Services funding doesn’t just sustain programs. It sustains people, the advocates, educators, and survivors working toward a safer, healthier community for all of us.”

“It reflects a collective belief that mental health is not merely a private concern, but a public good — one that shapes the wellbeing, safety, and future of our entire community. This kind of investment affirms that healing and resilience are not just personal aspirations; they are societal priorities.”

“Being part of a community that invests taxpayer dollars in behavioral health is both rare and deeply meaningful. It signals that Larimer County recognizes mental health as essential to public health and is willing to back that belief with sustained, tangible support.”

“Funding behavioral health through public dollars reflects a collective commitment to safety, stability, and opportunity for all. It makes recovery not just possible, but visible — and it reminds us that healing isn’t an individual responsibility alone; it’s a shared investment in the kind of community we all want to live in.”

SOURCE: Quotes captured during BHS staff interviews for Stories of Impact

RESOURCES FOR MENTAL HEALTH CRISES

Acute Care Facility at Longview Campus
2260 W. Trilby Road
Fort Collins, CO 80526

Call SummitStone Health Partners at 970-494-4200 ext. 4 to talk to someone who can support you.

Need a listening ear? Call or text 988 to connect with a professional at the Colorado Mental Health Line.