



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

Town Council Regular Meeting
450 S. Parish, Johnstown, CO
Monday, July 6, 2026 at 7:00 PM

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

Agenda

Call to Order

Roll Call

Agenda Approval

Special Presentations

1. Business of the Month
2. New Employee Introductions
3. Proclamation Recognizing the Johnstown Downtown Development Association

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.

4. June 15, 2026 Town Council Meeting Minutes
5. June 22, 2026 Town Council Meeting Minutes
6. Ordinance 26-292: Repeal Section 10-214 of the Johnstown Municipal Code Concerning Truancy
7. Resolution 2026-32: Appointing Directors to the Board of Directors of the Johnstown Farms Metropolitan District

8. Resolution 2026-33: Appointing a Director to the Board of Directors of the Johnstown Village Metropolitan District No. 4
9. First Amendment to the Intergovernmental Agreement Concerning Library Services Between the High Plains Library District and the Town of Johnstown
10. June 2026 List of Bills
11. Water and Sewer Service Agreement for NorVic Flex Facility

Town Manager Report

12. Town Manager's Report

Old Business

New Business

13. Professional Services Agreement with Alfred Benesch & Company for Design Services for the Elwell Elementary Safe Routes to School Project
14. Contract with AWC Inc. for the Purchase of Water Treatment Plant DAF Skimmer Equipment
15. First Amendment to the Professional Services Agreement between the Town of Johnstown and Waste Connections of Colorado, Inc.

Public Hearing

16. Consideration of a New Hotel and Restaurant Liquor License for On The Hook Fish and Chips

Council Reports and Comments

Mayor's Comments

Informational Items

17. Informational Items

Executive Session

Adjourn

Americans with Disabilities Act Notice

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

deberán comunicarse con la Municipalidad marcando el 970 587- 4664 a lo más tardar 48 horas antes de dicha reunión para solicitarla.

THE COMMUNITY THAT CARES







TOWN OF JOHNSTOWN, COLORADO PROCLAMATION

RECOGNIZING THE JOHNSTOWN DOWNTOWN DEVELOPMENT ASSOCIATION

WHEREAS, the Johnstown Downtown Development Association (JDDA) was established through the vision, dedication, and volunteer leadership of community members who recognized the importance of preserving, promoting, and enhancing Historic Downtown Johnstown; and

WHEREAS, for years, the JDDA has served as a catalyst for downtown revitalization by fostering partnerships, supporting local businesses, organizing community events, advocating for strategic investment, and cultivating community pride; and

WHEREAS, the volunteer members of the JDDA generously dedicated countless hours of their time, talents, and expertise to strengthen Historic Downtown Johnstown, demonstrating an unwavering commitment to the community without expectation of personal recognition; and

WHEREAS, through the collaboration of the JDDA, Town leadership, business owners, residents, and community stakeholders, the vision for a Downtown Development Authority became a reality with the overwhelming approval of the Johnstown Downtown Development Authority by the voters of Johnstown; and

WHEREAS, the establishment of the Johnstown Downtown Development Authority represents the next chapter in the continued revitalization and economic vitality of Historic Downtown Johnstown, building upon the strong foundation created by the JDDA and providing new tools and resources to advance that shared vision; and

WHEREAS, the Town Council wishes to recognize and express its sincere gratitude to every past and present volunteer, board member, committee member, business owner, and community advocate whose service through the JDDA made this milestone possible;

NOW, THEREFORE, BE IT PROCLAIMED BY THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO, that the Town Council hereby recognizes and honors the Johnstown Downtown Development Association for its years of outstanding volunteer service, visionary leadership, and lasting contributions to Historic Downtown Johnstown. The Town Council extends its deepest appreciation to all who served the JDDA and celebrates their legacy as the community embarks on the next chapter through the Johnstown Downtown Development Authority, ensuring their vision will continue to shape a vibrant downtown for generations to come.

ADOPTED this 6th day of July 2026.

Michael P. Duncan, Mayor



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TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO

Monday, June 15, 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
- **Nick Bashford**, Councilmember

Absent:

- **Damien Berg**, Councilmember
- **Jesse Molinar, Jr.**, Councilmember

AGENDA APPROVAL

Motion by Mayor Pro Tem Young and seconded by Councilmember Bashford to approve the agenda as presented.

Upon vote, motion passed unanimously.

The Community that Cares

SPECIAL PRESENTATIONS

Tough Choices Foundation: Te’Von Coney presented about the Tough Choices Foundation.

2025 Financial Audit Presentation: Finance Director Kristyn Unrein introduced Jim Hinkle who presented the 2025 Financial Audit.

Proclamation Pride Month: Mayor Michael Duncan read a proclamation for Pride Month.

PUBLIC COMMENT

- Jim Hatfield, 345 Hickory Lane, thanked the Town for the construction in Clearview. He asked about the status of Silverbell and Hawthorne. He also asked about the telecom tower and commented on the Tough Choices Foundation.
- Pauline Migliore, 337 Granite Way, shared the upcoming NOCO Housing presentation and felt that two points need be made about the property taxes and metro districts. She also mentioned Berthoud’s policy on metro districts and encouraged the Town to look at their policy.

CONSENT AGENDA

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

- June 1, 2026 Town Council Meeting Minutes
- May 2026 Financial Statements
- Water and Sewer Service Agreement for Total Fire Protection
- Consideration of the First Amendment to the Subdivision Development and Improvement Agreement for Ledge Rock Center Commercial

Upon vote, motion passed unanimously.

TOWN MANAGER’S REPORT

Town Manager Matt LeCerf provided a report.

NEW BUSINESS

Intergovernmental Agreement Regarding Cost Sharing for the 1601 Review Process for the US 34 & WCR 17 Interchange Improvements: Town Manager Matt LeCerf presented the proposed IGA.

Motion by Councilmember Menzies and seconded by Councilmember Bashford to approve the Intergovernmental Agreement as presented.

Upon vote, motion passed unanimously.

Lonetree Raw Water Transmission Project – Second Amendment to Professional Services Agreement for Engineering Services with Civil Resources, LLC: Engineer Simone Guidry presented the proposed agreement.

Motion by Councilmember Morris and seconded by Mayor Pro Tem Young to approve the second amendment to the Professional Services Agreement with Civil Resources, LLC as presented in the amount of \$366,920 and authorize the Town Manager to execute the contract amendment.

Upon vote, motion passed unanimously.

Resolution 2026-31: Approving Appointments and Terms to the Johnstown Downtown Development Authority's Board of Directors: Economic Development Director Sarah Crosthwaite presented the proposed resolution.

Motion by Mayor Pro Tem Young and seconded by Mayor Duncan to approve Resolution 2026-31 Approving Appointments and Terms to the Johnstown Downtown Development Authority's Board of Directors.

Upon vote, motion passed unanimously.

PUBLIC HEARING

Resolution 2026-28: Amending the 2026 General Fund Budget:

At 7:58 Mayor Duncan opened the public hearing.

Finance Director Kristyn Unrein presented the proposed resolution.

At 8:02 Mayor Duncan closed the public hearing.

Motion by Councilmember Morris and seconded by Councilmember Bashford to approve Resolution 2026-28 as presented.

Upon vote, motion passed unanimously.

Resolution 2026-292: Repeal Section 10-214 of the Johnstown Municipal Code Concerning Truancy:

At 8:03 Mayor Duncan opened the public hearing.

Interim Chief of Police Ryan Oglesby presented the proposed ordinance.

At 8:06 Mayor Duncan closed the public hearing.

Motion by Councilmember Bashford and seconded by Councilmember Menzies to approve Ordinance 2026-292, repealing Section 10-214 of the Johnstown Municipal Code Concerning Truancy on first reading.

Upon vote, motion passed unanimously.

COUNCIL REPORTS AND COMMENTS

Councilmember Morris: She reminded everyone that this Friday is the community night with TRPR, Town of Johnstown, and the YMCA.

Councilmember Bashford: The Town will be hosting the July 2nd NFRMPO meeting at the YMCA.

Councilmember Menzies: Nothing at this time.

Mayor Pro Tem Young: Nothing at this time.

MAYOR COMMENTS: He thanked the community for coming out to BBQ Day, it was a great event!

ADJOURNMENT

There being no further business for the Town Council, Mayor Duncan adjourned the meeting at 8:11 p.m.

Approved by Town Council:

Michael P. Duncan, Mayor

Attest:

Meghan C. Martinez, MMC, Town Clerk



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TOWN COUNCIL SPECIAL MEETING

450 S. Parish, Johnstown, CO

Monday, June 22, 2026

MINUTES

CALL TO ORDER

At 6:00 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
- **Nick Bashford**, Councilmember
- **Damien Berg**, Councilmember
- **Jesse Molinar, Jr.**, Councilmember

AGENDA APPROVAL

Motion by Councilmember Berg and seconded by Mayor Pro Tem Young to approve the agenda as presented.

Upon vote, motion passed unanimously.

PUBLIC COMMENT

The Community that Cares

- Carl Yost, 324 Windgate Court, addressed the YMCA contract and spoke against keeping the YMCA.
- David Kisker, 6681 Apache Road, spoke in support of the YMCA and felt the facility meets the needs of the community.
- Debbie Stewart, 8 Sebring Lane, spoke in support of the YMCA.
- Tonya Anderson, 2107 Kiersi Court, spoke in opposition of the YMCA.
- Perry McAward, 1019 Wagon Wheel Circle, Milliken, spoke in support of the YMCA.
- Pauline Migliore, 337 Granite Way, spoke in support of the YMCA.
- Trick Runyon, 8 Sebring Lane, spoke in support of the YMCA.
- Brittany Mastin, 159 Alder Avenue, spoke in support of the YMCA as a resident and also addressed Council as the current Executive Director.
- Mike Hausmann, 1740 Canvasback Drive, spoke as a member of the YMCA Board and Johnstown YMCA Council and voiced his support for the YMCA.
- Mike Arellano, a resident of Longmont, shared his thoughts on the YMCA and voiced his opposition to the YMCA.

NEW BUSINESS

Discussion: Town of Johnstown and NOCO YMCA: YMCA representatives Chris Coker, Marc Levinson, Brittany Mastin, and Jen Spettel answered questions of the Council.

At 7:09 Mayor Duncan called for a brief recess.

At 7:19 Mayor Duncan reconvened the meeting.

At 8:14 Mayor Duncan called for a brief recess.

At 8:23 Mayor Duncan reconvened the meeting.

At 9:28 the discussion was closed.

EXECUTIVE SESSION

Motion by Councilmember Berg and seconded by Councilmember Menzies to go into executive session to receive legal advice from the Town Attorney pursuant to C.R.S. Section 24-6-402(4)(b) regarding the Town of Johnstown and NOCO YMCA Agreement.

Upon vote, motion passed unanimously.

At 9:28 Mayor Duncan recessed the meeting to go into executive session.

At 10:03 Mayor Duncan reconvened the meeting.

ACTION FOLLOWING EXECUTIVE SESSION

Motion by Councilmember Morris and seconded by Councilmember Berg to continue our partnership with the YMCA and have Town staff meet with the YMCA staff and come together and negotiate the possible update or changes to the current contract with a 90 day cap to come to a mutual agreement and to work to mend the damage in reputation by false or vile attacks and mend our community and our relationship with the YMCA.

Upon vote, motion passed 4-3 with Mayor Duncan and Councilmembers Menzies and Bashford voting no.

ADJOURNMENT

There being no further business for the Town Council, Mayor Duncan adjourned the meeting at 10:35 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: July 6, 2026

Subject: Ordinance 26-292: Repeal Section 10-214 of the Johnstown Municipal Code Concerning Truancy

Attachments: 1. Ordinance 26-292 Repeal Sec 10-214 Truancy

Presented by: Ryan Oglesby, Interim Police Chief

Agenda Item Description:

Ordinance 2026-292 was introduced and passed upon first reading after at public hearing at the Town Council's regular meeting on June 15, 2026.

The compulsory attendance of children in school is mandated by the State of Colorado School Attendance Law of 1963, C.R.S. § 22-33-101 *et seq.* which provides a comprehensive framework to balance accountability, intervention, and due process for families whose students are frequently truant. The law requires implementing research-based strategies emphasizing early intervention, school-based support, attendance planning, and collaboration with parents before court involvement. School districts are required to establish policy, assign a truancy officer, report absences to the Department of Education, and establish provisions to begin judicial proceedings at the district court, if necessary.

The Colorado General Assembly, "...declares it is the obligation of every parent to ensure that every child under such parent's care and supervision receives adequate education and training." The comprehensive laws and the declaration of parental responsibility define the management of truancy as a partnership between parents and school districts.

Johnstown's current, Sec. 10-214 Truancy ordinance conflicts with State Law stating:

a. It is unlawful for any parent, guardian or person having the care, custody or control of any child, ward or other person who has attained the age of seven (7) years and is under the age of seventeen (17) to direct or permit such child or other person to be absent from school. This provision shall not apply under the following circumstances:

1. Is home due to injury or illness as directed by a parent or guardian.
2. Has been directed by school officials not to go to school or permission to be absent was granted by school officials.
3. Has graduated from twelfth grade.
4. Is being instructed at home by a duly licensed teacher or under a nonpublic-approved home-based educational program.
5. Is being instructed at home by a duly licensed teacher or under a nonpublic-approved

home-based educational program.

b. Except as otherwise provided in Subsection (a) above, it is unlawful for any person who has attained the age of ten (10) years and is under the age of seventeen (17) years to be truant from school.

Treating truancy as a crime in the municipal code may undermine or circumvent the school district and defined legal process, disproportionately impacting vulnerable families without addressing the underlying social and/or familial root causes of absenteeism, which State law is trying to achieve. Further, the municipal court does not possess the capabilities or resources to intervene, manage, and supervise students and families with chronic attendance issues. The school districts and district juvenile courts, as well as their affiliated community resources, best serve these families.

It is recommended to repeal Section 10-214 of the municipal code concerning truancy.

Strategic Plan Alignment:

Organizational Excellence & Public Trust

- Strengthen public trust and confidence

Safe & Welcoming Community

- Provide and maintain public safety services and awareness in our community

Legal Advice:

Drafted and reviewed by the Town Attorney.

Financial Advice:

NA

Recommended Action:

Town Staff recommends approval of Ordinance 2026-292, repealing Section 10-214 of the Municipal Code Concerning Truancy.

Reviewed and Approved for Presentation



Town Manager

TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2026-292

**AN ORDINANCE REPEALING SECTION 10-214 OF THE JOHNSTOWN
MUNICIPAL CODE CONCERNING TRUANCY**

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

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

WHEREAS, by Ordinance 2011-119, the Town Council adopted truancy regulations, codified at Section 10-214 of the Johnstown Municipal Code; and

WHEREAS, because truancy laws and regulations are comprehensively addressed in Colorado’s School Attendance Law of 1963, C.R.S. § 22-33-101 *et seq.*, which, among other provisions, provides that School Districts are obligated to address truancy violations and the District Courts have jurisdiction over truancy related matters, the Town’s Chief of Police recommends that the Town Council repeal Section 10-214 of the Johnstown Municipal Code; and

WHEREAS, based on the Chief of Police’s recommendation, the Town Council desires to repeal Section 10-214 of the Johnstown Municipal Code; and

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

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

Section 1. Recitals. The foregoing recitals are affirmed and incorporated herein.

Section 2. Repeal. Section 10-214 of the Johnstown Municipal Code is hereby repealed.

Section 3. Publication; Effective Date. This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Home Rule Charter of the Town of Johnstown, Colorado (“Charter”) and the adoption, posting and publication shall be authenticated by the signature of the Mayor and the Town Clerk. This Ordinance shall become effective upon final passage as provided by the Charter. Copies of the entire Ordinance are available at the office of the Town Clerk.

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

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Meghan Martinez, Town Clerk

By: _____
Michael P. Duncan, Mayor

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

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Meghan Martinez, Town Clerk

By: _____
Michael P. Duncan, Mayor



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Town Council Consent Agenda Communication

Agenda Date: July 6, 2026

Subject: Resolution 2026-32: Appointing Directors to the Board of Directors of the Johnstown Farms Metropolitan District

Attachments: 1. Resolution 2026-32

Presented by: Matt LeCerf, Town Manager

Agenda Item Description:

The Board of Directors of the Johnstown Farms Metropolitan District ("District") is currently vacant. In order to undertake its essential functions, counsel for the District requests the Town Council appoint duly qualified, willing eligible electors to the Board of Directors of the District.

Section 32-1-905(2.5), C.R.S., provides "If there are no duly elected directors and if the failure to appoint a new board will result in the interruption of services that are being provided by the district, then the board of county commissioners of the county or counties which approved the organizational petition may appoint all directors from the pool of duly qualified, willing candidates. The board appointed pursuant to this subsection (2.5) shall call for nominations for a special election within six months after their appointment, which special election is to be held in accordance with [section 32-1-305.5](#) and article 13.5 of title 1; except that the question of the organization shall not be presented at the election. *In the event a district is wholly within the boundaries of a municipality, the governing body of the municipality may appoint directors.*"

Three residents of the District, Jessie Bustos, John Arnaud and Brad Blauvelt, presented themselves as duly qualified, willing candidates, and desire to be appointed to the Board of Directors of the District. Town staff recommends that the Town Council make such appointments in order that the District may function properly.

Strategic Plan Alignment:

Organizational Excellence & Public Trust

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

Legal Advice:

The Town Attorney reviewed the resolution presented for consideration.

Financial Advice:

N/A

Recommended Action:

Staff recommends approval of Resolution 2026-32.

Reviewed and Approved for Presentation

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

Town Manager

TOWN OF JOHNSTOWN
RESOLUTION NO. 2026 - 32

RESOLUTION APPOINTING DIRECTORS TO THE BOARD OF DIRECTORS OF
THE JOHNSTOWN FARMS METROPOLITAN DISTRICT

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

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

WHEREAS, the Johnstown Farms Metropolitan District (the “District”) is a quasi-municipal corporation and political subdivision of the State of Colorado, operating pursuant to a Service Plan approved by the Town Council; and

WHEREAS, the Board of Directors of the District (the “Board”) is currently vacant; and

WHEREAS, in recognition of the authority conferred upon the Town Council in §32-1-905(2.5), C.R.S., counsel for the District has made a written request to the Town Council for appointment of directors to the Board; and

WHEREAS, the District cannot proceed with the services and functions for which it was organized pursuant to the District’s Service Plan until the Board is reconstituted, including the adoption of budgets and setting of mill levy rates are required by Colorado State law; and

WHEREAS, the Town Council desires to appoint eligible electors to the Board so that the District can achieve the purposes for which it was organized.

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

1. The Town Council determines that the conditions for the appointment of directors in §32-1-905(2.5), C.R.S. have been met.

2. The Town Council, in accordance with §32-1-905(2.5), C.R.S., hereby appoints the following individuals to the Board of Directors of the District:

Jessie Bustos – Term to 2027

John Arnaud – Term to 2027

Brad Blauvelt – Term to 2029

PASSED, SIGNED, APPROVED, AND ADOPTED THIS ____ day of July, 2026.

TOWN OF JOHNSTOWN, COLORADO

By _____
Michael P. Duncan, Mayor

ATTEST:

Meghan Martinez, Town Clerk



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Town Council Consent Agenda Communication

Agenda Date: July 6, 2026

Subject: Resolution 2026-33: Appointing a Director to the Board of Directors of the Johnstown Village Metropolitan District No. 4

Attachments: 1. Resolution 2026-33

Presented by: Matt LeCerf, Town Manager

Agenda Item Description:

The Board of Directors of the Johnstown Village No. 4 Metropolitan District ("District") is currently vacant. In order to undertake its essential functions, counsel for the District requests the Town Council appoint a duly qualified, willing eligible elector to the Board of Directors of the District.

Section 32-1-905(2.5), C.R.S., provides "If there are no duly elected directors and if the failure to appoint a new board will result in the interruption of services that are being provided by the district, then the board of county commissioners of the county or counties which approved the organizational petition may appoint all directors from the pool of duly qualified, willing candidates. The board appointed pursuant to this subsection (2.5) shall call for nominations for a special election within six months after their appointment, which special election is to be held in accordance with [section 32-1-305.5](#) and article 13.5 of title 1; except that the question of the organization shall not be presented at the election. *In the event a district is wholly within the boundaries of a municipality, the governing body of the municipality may appoint directors.*"

A resident of the District, Kacy Flemons, presented himself as a duly qualified, willing candidate, and desires to be appointed to the Board of Directors of the District. Town staff recommends that the Town Council make such appointment in order that the District may function properly.

Strategic Plan Alignment:

Organizational Excellence & Public Trust

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

Legal Advice:

The Town Attorney reviewed the resolution presented for consideration.

Financial Advice:

N/A

Recommended Action:

Reviewed and Approved for Presentation

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

Town Manager

TOWN OF JOHNSTOWN
RESOLUTION NO. 2026 - 33

RESOLUTION APPOINTING A DIRECTOR TO THE BOARD OF DIRECTORS OF THE
JOHNSTOWN VILLAGE METROPOLITAN DISTRICT NO. 4

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

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

WHEREAS, the Johnstown Village Metropolitan District No. 4 (the “District”) is a quasi-municipal corporation and political subdivision of the State of Colorado, operating pursuant to a Service Plan approved by the Town Council; and

WHEREAS, the Board of Directors of the District (the “Board”) is currently vacant; and

WHEREAS, in recognition of the authority conferred upon the Town Council in §32-1-905(2.5), C.R.S., counsel for the District has made a written request to the Town Council for appointment of a director to the Board; and

WHEREAS, the District cannot proceed with the services and functions for which it was organized pursuant to the District’s Service Plan until the Board is reconstituted, including the adoption of budgets and setting of mill levy rates are required by Colorado State law; and

WHEREAS, the Town Council desires to appoint an eligible elector to the Board so that the District can achieve the purposes for which it was organized.

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

1. The Town Council determines that the conditions for the appointment of a director in §32-1-905(2.5), C.R.S. have been met.

2. The Town Council, in accordance with §32-1-905(2.5), C.R.S., hereby appoints Kacy Flemons to the Board of Directors of the District for a term to May 2027.

PASSED, SIGNED, APPROVED, AND ADOPTED THIS ____ day of July, 2026.

TOWN OF JOHNSTOWN, COLORADO

By _____
Michael P. Duncan, Mayor

ATTEST:

Meghan Martinez, Town Clerk



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Town Council Consent Agenda Communication

Agenda Date: July 6, 2026

Subject: First Amendment to the Intergovernmental Agreement Concerning Library Services Between the High Plains Library District and the Town of Johnstown

Attachments: 1. Letter from High Plains Library District
2. Intergovernmental Agreement

Presented by: Matt LeCerf, Town Manager

Agenda Item Description:

The Glen A. Jones Library has requested the Town approve the First Amendment to the IGA between the High Plains Library District and the Town of Johnstown as presented.

Strategic Plan Alignment:

Organizational Excellence & Public Trust

- Strengthen public trust and confidence

Legal Advice:

Not Applicable

Financial Advice:

Not Applicable

Recommended Action:

The Library Office has requested approval of this item.

Reviewed and Approved for Presentation

Town Manager

June 15th, 2026

Dear Director Plumb, Manager LeCerf & Mayor Duncan,

Following the ruling from the Colorado State Appellate Courts regarding the Town of Lochbuie V. Town of Hudson & HPLD Court Case. The High Plains Library District reviewed the ruling and recommends the addition of a specific clause to the Inter-governmental Agreement (IGA).

The case was ultimately dismissed on the basis that the Town of Lochbuie is not a party to the agreement and does not have standing in the IGA, however it did open the door for an individual citizen to file suit and have standing. It is the District's opinion that we should take action to close this loop and specify that the agreement is between the parties identified in the IGA, with no third party beneficiaries.

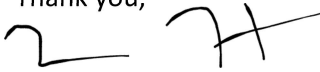
To this end we propose the addition of the following verbiage as an amendment to the IGA:

No Third-Party Beneficiary. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, as amended, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing in this Agreement, as amended, shall give or allow any claim or right of action whatsoever by any other person, organization or entity not included in this Agreement, as amended. It is the express intention of the Parties that any entity other than the Parties receiving services or benefits under this Agreement, as amended, shall be an incidental beneficiary only."

Our board has also set a 60 day deadline from the receipt of this letter to review and return the IGA.

I would be happy to set up time to discuss with the Library Board, Town Staff and Counsel prior to making a formal submission for change to the Establishing Bodies. Thank You,

Thank you,



Dr. Matthew Hortt
Executive Director, High Plains Library District
970-506-8563
mhortt@highplains.us

**FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT CONCERNING
LIBRARY SERVICES BETWEEN THE HIGH PLAINS LIBRARY DISTRICT AND THE
TOWN OF JOHNSTOWN**

This First Amendment to the Intergovernmental Agreement Concerning Library Services Between the High Plains Library District and the Town of Johnstown (this “First Amendment”) is entered into on _____, 2026 (“Effective Date”), by and between the **Town of Johnstown**, a home rule municipality (“Johnstown”), and the **High Plains Library District**, a statutory library district in the State of Colorado (the “HPLD”), (Johnstown and HPLD may be referred to herein individually as a “Party” or collectively as the “Parties”).

RECITALS

WHEREAS, the Parties previously executed that certain Intergovernmental Agreement Concerning Library Services between the High Plains Library District and the Town of Johnstown dated September 21, 2020 (the “IGA” or “Agreement”); and

WHEREAS, it is the intent of the Parties intended that the IGA would delineate the provision of library services provided between HPLD and Johnstown and did not intend for third parties not a signatory to this IGA to be considered a Party or beneficiary thereof.

NOW, THEREFORE, in consideration for the mutual promises contained herein, and other good and valuable consideration, which is hereby acknowledged, the Parties agree as follows:

1. A new Section 12 of the IGA will be added as follows:

12. No Third-Party Beneficiary. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person, organization or entity not included in this Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.”

2. EFFECT OF AGREEMENT AND FIRST AMENDMENT. All remaining provisions of the IGA not expressly amended by this First Amendment shall remain in full force and effect. The only modification to the Agreement by this First Amendment is the addition of Section 12, No Third-Party Beneficiary to the Agreement. Such modification shall remain in effect until further written agreement by the Parties.

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the Effective Date.

HIGH PLAINS LIBRARY DISTRICT

By: _____

Its: _____

TOWN OF JOHNSTOWN

By: _____

Its: _____

Mayor

Town of Johnstown
List of Bills - May 18, 2026 - June 17, 2026

<u>Vendor</u>	<u>Description</u>	<u>Dept</u>	<u>Amount</u>
4 Rivers Equipment	Streets equipment	PW	\$ 26,223.75
6 Million Dollar Band	BBQ Day band	ADM	7,650.00
AC/DC Electric	Building maintenance	PW	376.93
Ace Hardware	Supplies	Various	1,160.52
AED Everywhere, Inc.	Supplies	ADM	150.00
Affordable Pest Control	Pest control	PW	236.00
All Copy Products	Copier supplies	Various	472.99
All Terrain Landscaping	Landscaping supplies	PW	3,922.49
Altitude Hobbies	Indoor drone	PD	1,999.00
Amber Onorato	Vendor reimbursement	ADM	200.00
American Auto Hail Repair LLC	Hail damage repair	PW	8,840.35
American Ramp Company	Skatepark equipment	PD	37,495.27
Angel Light Pyrotechnics	BBQ Day fireworks	ADM	16,500.00
Award Alliance, LLC	Supplies	ADM	295.50
BBQ Day Car Show winner	2026 Car Show winners	ADM	300.00
Benesch	High Plains realignment	PW	13,829.78
Browns Hill Engineering & Controls	Electrical maintenance	UTIL	6,462.00
Burns & McDonnell Engineering Co Inc.	Water Treatment Plant expansion	UTIL	123,226.45
Business Equipment Service	Printer maintenance	ADM	330.00
Central Weld County Water District	Interconnect / legal	UTIL	1,397.58
CenturyLink	Phone / internet	PW/UTIL	1,223.20
Cintas	Floor mat service / supplies	PW	920.36
Cirsa	Training	PW	87.16
Civil Resources	Lone Tree Raw Water Line	UTIL	19,827.50
CMC Tire	Vehicle maintenance	PW	838.26
Collab Architecture, LLC	Senior Center design	ADM	53,263.15
Colorado Analytical Labs	Lab testing	UTIL	1,690.00
Colorado Assoc of Chiefs of Police	Training	PD	595.00
Colorado Dept of Agriculture	Equipment maintenance	PD	220.00
Colorado Greenbelt Management	Landscaping services	PW	1,800.00
Comcast	Phone / internet	ADM	469.64
Community Center Refund	Community Center refunds	ADM	1,400.00
Consolidated Home Supply Ditch	HWY 60 & Colorado Blvd. project design	PW	2,531.50
Core & Main	Supplies	UTIL	1,106.02
Costar Realty	Software	ADM	471.37
Coulson Excavating Co Inc	Supplies	ADM	380.76
D2C Architects	Development Services Building	ADM	870.64
DBC Irrigation Supply	Irrigation supplies	PW	1,278.89
Decked LLC	Toolbox	UTIL	1,529.99
Denali Water Solutions LLC	Sludge removal	UTIL	13,054.79
DES Pipeline Maintenance, LLC	Line cleaning	UTIL	18,368.82
Dietze and Davis P.C.	Billback - Legal services	ADM	1,240.00
Division of Oil and Public Safety	Elevator maintenance	ADM	40.00
Docusign Inc	Software	ADM	2,484.00
Duke's Root Control, Inc	Sewer maintenance	PW	40,000.00
E-470 Public Highway Authority	Tolls	PD	32.90
Edward Aragoni	BBQ Day magician	ADM	1,400.00
Election Systems & Software	Election equipment	ADM	7,128.00
Employee reimbursement	Supplies / training	ADM	3,497.48
Employers Council	Dues	ADM	8,350.00
Envirotech Services, Inc	Chemicals	PW	3,800.95
Ergomed	Pre-employment screening	PD	745.00
Felsburg Holt & Ullevig Inc	Billback - Engineering services	ADM	9,597.50
Felsburg Holt & Ullevig Inc	Engineering services	ADM	2,847.50

<u>Vendor</u>	<u>Description</u>	<u>Dept</u>	<u>Amount</u>
Ferguson Waterworks	Supplies	PW	161.56
First Class Security Systems	Fire system monitoring	PW	3,615.72
First National Bank	Custodial services	ADM	838.18
First Responder Trauma Counselors	Peer support	PD	1,665.00
Forestar Real Estate Group, Inc.	Easement acquisition	ADM	14,028.84
Fox Tuttle Transportation Group, LLC	Parish Corridor Study	ADM	18,743.04
Front Range Compliance Services LLC	DOT consulting services	ADM	428.04
Front Range Event Rental	BBQ Day rental	ADM	3,791.53
Front Range Pavement Management LLC	Concrete maintenance	PW	12,250.00
Frontier Self Storage	Storage	PW	310.00
Fuzion Field Services LLC	Portolet	PW	7,924.00
Galloway & Company, Inc.	Survey services	PW	558.00
GCH Rentals & Leasing LLC	BBQ Day rental	ADM	738.28
Glenn A. Jones Library	Monthly support	ADM	172,734.65
Gonzo Screen Printing	Printing services	ADM	2,260.00
Grainger, Inc.	Supplies	PW/UTIL	3,436.06
Great Western Railway of CO	Crossing agreement	UTIL	2,888.81
Greeley Lock & Key	Building maintenance	PW	939.41
Green Valley Turf Co	Sod	PW	99.00
Ground Engineering Consultants, Inc.	Development Services Building	ADM	5,318.00
H.D. Fowler Company	Water meters	UTIL	361.02
Hach Company	Lab equipment	UTIL	1,681.57
Helton & Williamsen, P.C.	Billback - Legal services	ADM	3,298.75
Helton & Williamsen, P.C.	Legal services	ADM	26,476.25
Hill & Robbins, PC	Billback - Legal services	ADM	1,887.00
Hydrant Meter Deposit Refund	Hydrant meter deposit refunds	ADM	5,000.00
IMEG Corp	Billback - Engineering services	ADM	7,847.50
IMEG Corp	Engineering services	ADM	14,997.50
Industrial Welding & Supply Co.	Water truck conversion	PW	48,400.00
Insight North America LLC	Investment services	ADM	31.07
John Deere Financial	Supplies	PW	7,695.13
Johnstown Breeze	Legal notices	ADM	3,896.62
J-U-B Engineers, Inc.	Billback - Engineering services	ADM	2,727.00
Ken Garff Ford Greeley	2026 Pickup	UTIL	46,646.00
Kimball Midwest	Supplies	PW	427.13
Kings III Emergency Communications, LLC	Elevator maintenance	ADM	49.91
Kinsco, LLC	Uniforms	PD	346.00
LAT40 Inc.	Survey services	ADM	1,330.00
Law Office of Avi Rocklin LLC	Billback - Legal services	ADM	14,148.50
Law Office of Avi Rocklin LLC	Legal services	ADM	15,381.00
Lefthand Printworks	Printing services	ADM	1,408.00
Life Stories Child & Family Advocacy	Quarterly fees	PD	188.00
Little Thompson Water District	Interconnect	UTIL	16,971.78
Loveland Barricade LLC	Equipment rental	PW/ADM	7,740.00
Lowe's	Supplies	UTIL	84.96
Mail N Copy	Billback - Mailings	ADM	147.73
Martin Marietta Materials	Supplies	PW	1,486.80
Michael Lazar	Municipal Court Judge	ADM	5,370.00
Microbac Laboratories Inc	Chemicals - Water / wastewater	UTIL	642.25
Minuteman Press	Printing services	ADM	198.09
Moltz Construction Inc.	Central Wastewater Treatment Plant	UTIL	522,907.94
Mr. J's Cleaning Services LLC	Town facilities cleaning	ADM	2,950.00
MWH Constructors	Water Treatment Plant expansion	UTIL	2,361,155.63
Napa Auto Parts, Inc	Supplies	Various	1,282.07
NOCO Drug Testing LLC	Lab services	PD/PW	591.80
Parallel Custom Audio	BBQ Day DJ	ADM	2,850.00

<u>Vendor</u>	<u>Description</u>	<u>Dept</u>	<u>Amount</u>
Parkland USA Corp	Fuel	Various	23,211.80
Paul's Plumbing & Heating	Jetting services	UTIL	23,847.68
Peak Digital Office Solutions	Software	ADM	5,265.00
Pioneer Press of Greeley Inc	Printing services	Various	1,933.00
Pitney Bowes	Postage	ADM	115.11
Poudre Valley REA	Utilities	PW	28,633.01
Psychological Dimensions	Pre-employment screening	PD	900.00
PVS DX, INC	Chemicals - Water / wastewater	UTIL	11,365.74
Ramey Environmental Compliance Inc.	Maintenance	UTIL	2,333.00
Recreational Electrical	Vehicle repairs	PD	2,972.00
Redi Services, LLC	Portolet	PW	1,950.00
Ricoh USA	Supplies	ADM	29.87
Rise Broadband	Phone / internet	UTIL	116.20
SAFEBuilt LLC	Inspection services	ADM	71,540.00
Sampson Construction Co, Inc.	Development Services Building	ADM	128,117.00
Sam's Club	General supplies	Various	694.68
Sendas Communications LLC	Translation services	ADM	155.70
Shield Screening LLC	Pre-employment screening	PW	50.06
Skaggs Companies, Inc.	Uniforms	PD	3,991.23
Specialized Elevator Corp	Elevator maintenance	PW	262.91
Stericycle, Inc.	Shred services	ADM/PD	119.45
Striglos	Software	ADM	1,089.00
Summit Compression LLC	Supplies	UTIL	1,850.66
Sunbelt Rentals	Equipment rental	PW	1,943.02
Tait & Associates, Inc.	Concrete maintenance	PW	14,970.12
TDS	Phone / internet	Various	7,566.88
The Home Depot	Supplies	PW/UTIL	373.86
The Jamar Company	Building maintenance	PW	1,967.19
Thompson River Pediatrics	Lab services	PD	1,652.24
Tier One Networking, LLC	Computer equipment	ADM	5,333.00
TimberLAN	IT services	Various	3,333.33
T-Mobile	Phone / internet	PD	100.00
TopShelf Printers	Printed marketing supplies	ADM	13,392.90
Town of Erie	Training	ADM	96.00
Town of Johnstown	Utilities	PW/UTIL	10,874.17
Traffic Safety Supply Co Inc	Supplies	PW	2,926.86
Treatment Technology Holding	Chemicals - Water / wastewater	UTIL	9,969.36
UC Health	Lab services	PD	792.00
ULINE	Supplies	PD	939.38
UMB Card Services	P-card training / travel / supplies	Various	42,379.88
Union Pacific Railroad Company	Engineering services	PW	154.75
United Power, Inc	Utilities	PW	1,310.35
Upper Case Printing Ink	Newsletter / utility bill printing	ADM/UTIL	6,834.01
USA Bluebook	Supplies	PW	664.63
Utility Refund	Utility refunds	ADM	4,812.30
Verizon Connect	Phone / internet	Various	239.25
Verizon Wireless	Phone / internet	Various	6,684.44
Versaterm Public Safety US Inc.	Software	PD	2,600.00
Wagner Equipment Co.	Equipment maintenance	PW	595.67
Waste Connections of Colorado Inc.	Trash service	PW	114,003.97
Weld County Sheriff	Jail fees	PD	77.16
Wenk Associates, Inc	Park Master Plan project	PW	80,893.27
Western Plains Construction	Concrete maintenance	PW	172,383.68
Western States Land Services LLC	Lone Tree Raw Water Line	UTIL	7,179.14
White Cap	Supplies	PW	261.37
Workplace Partners	Office remodel	ADM	3,716.00

<u>Vendor</u>	<u>Description</u>	<u>Dept</u>	<u>Amount</u>
Xcel Energy	Utilities	Various	73,524.56
YMCA of Northern Colorado	Monthly support	ADM	41,666.67
			<u>\$ 4,782,244.62</u>



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

Town Council Consent Agenda Communication

Agenda Date: July 6, 2026

Subject: Water and Sewer Service Agreement for NorVic Flex Facility

Attachments: 1. Water and Sewer Service Agreement for NorVic Flex Facility

Presented by: Aubree Flores, 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 June 1, 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 June 12, 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	1.39	0.07
Landscape Irrigation	0.29	0.25
Total	1.68	0.32

The subject property is being developed as a NorVic Flex Facility that will contain 20,700 square feet of light industrial / flex use space along with 0.10 of an acre of xeriscape and 0.19 of an acre of temporarily irrigated native grass.

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 for NorVic Flex Facility.

Financial Advice:

N/A

Recommended Action:

Approve the Water and Sewer Service Agreement for NorVic Flex Facility.

Reviewed and Approved for Presentation

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

Town Manager

**WATER AND SEWER SERVICE AGREEMENT
(NORVIC FLEX)**

THIS WATER AND SEWER SERVICE AGREEMENT is made and entered into this 17th day of June, 2026, by and between **NORVIC PROPERTIES, LLC**, a Colorado 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 Weld County located in Lot 3, Block 2, I-25 Gateway Center Filing No. 5, Johnstown, Colorado, and more specifically described in the attached Exhibit A ("Subject Property"); and

WHEREAS, the Subject Property is being developed as a NorVic Flex Facility that will contain 20,700 ft² of light industrial / flex use space along with 0.10 of an acre of xeriscape and 0.19 or an acre of temporarily irrigated native grass. ("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 June 1, 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 June 12, 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	1.39	0.07
Landscape Irrigation	0.29	0.25
Total	1.68	0.32

2. **Water Rights Dedication.** I-25 Gateway Center, LLC, a Colorado limited liability company, has assigned 1.68 acre-feet of its existing raw water credit to the Project, as shown in Exhibit B, attached hereto and incorporated herein by reference.

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 1.68 acre-feet per year of water supply for indoor use and landscape irrigation together with the corresponding sewer service.

4. **Future review of water usage and dedication requirements.** In accordance with the Ordinance, the Town reserves the right to review actual water usage within the 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 the water supply was previously paid to the Town as part of the Gateway Subdivision 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:

NorVic Properties, LLC
Att: Christopher Frank
7405 Race Street
Denver, CO 80229
Email: cfrank@coloradolighting.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@hillandrobbsins.com
arthursayre@hillandrobbsins.com

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

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

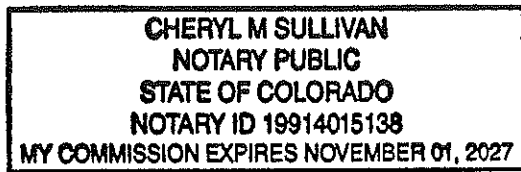
NORVIC PROPERTIES, LLC

By: [Signature]
Name: Chris Frank
Title: Manager

STATE OF CO)
COUNTY OF Adams) ss

SUBSCRIBED AND SWORN to before me this 17th day of June, 2026 by Chris Frank as the Manager of NORVIC PROPERTIES, LLC.

Witness my hand and official seal.



[Signature]
Notary Public
1831 E. 73rd Ave.
Unit B
Address
Denver, CO 80029
Telephone 303-288-3152

My Commission Expires: 11/1/2027

TOWN OF JOHNSTOWN, COLORADO,
a municipal corporation

By: _____
Michael P. Duncan, Mayor

ATTEST:

By: _____
Meghan Martinez, Town Clerk

EXHIBIT A

LEGAL DESCRIPTION

LOT 3, BLOCK 2, I-25 GATEWAY CENTER FILING 5, TOWN OF JOHNSTOWN,
COUNTY OF WELD, STATE OF COLORADO.

EXHIBIT B

WATER USE AUTHORIZATION
from
I-25 GATEWAY CENTER, LLC
to
NORVIC PROPERTIES, LLC

THIS WATER USE AUTHORIZATION supplements and is incorporated into the WATER AND SEWER SERVICE AGREEMENT ("WSSA") made and entered into on _____, 2026, by and between NORVIC PROPERTIES, LLC ("Developer"), and the TOWN OF JOHNSTOWN, a Colorado municipal corporation.

1. Water Demand. In compliance with the Johnstown Municipal Code, Developer submitted a preliminary water and sewer demand analysis to the Town for the in-building and irrigation water needs of a light industrial / flex use development ("Project"), described as a NorVic Flex facility. As approved by the Town's water engineer by memorandum dated June 12, 2026, the estimated average annual water demand for the Project will be 1.68 acre-feet per year.

2. Water Assignment. Through this Water Use Authorization, I-25 Gateway Center, LLC, a Colorado limited liability company, hereby assigns to Developer, and allows Developer to use, 1.68 acre-feet of raw water per year from the existing raw water credit available to I-25 Gateway Center, LLC pursuant to that certain Addendum to Water Sewer Service Agreements dated October 7, 2019, to supply the required water for the Project. Said assignment is non-revocable.

3. Surplus Credit. The remaining raw water credit available to I-25 Gateway Center, LLC is shown in the Gateway Subdivision – Water Bank Allocation Worksheet attached as Exhibit 1 and incorporated herein by reference.

Dated: _____, 2026.

TOWN OF JOHNSTOWN

By: _____
Matthew LeCerf, Town Manager

I-25 GATEWAY CENTER, LLC

By: Dennis Saffell
Dennis Saffel, Owner

EXHIBIT 1 Gateway Subdivision – Water Bank Allocation Worksheet

Gateway Subdivision - Water Bank Allocation Worksheet
6/16/2026

***Pending

Remaining Undeveloped Lots:

Lot	Block	Filing	Number of Parcels	Developed	Business	Platted Acres	% of Undev. Area, 10/10/19	Prorata Credit Allocation, AF	Supply Demand, AF	Demand Shortage, AF	Credit Allocation used, AF	Allocation Excess, AF ¹
1	3	3	1		Larch Industrial Building	1.889	4.82%	1.635	1.350	0.000	1.350	0.285
2	3	3	1		Lockard Storage	1.889	4.82%	1.635	1.070	0.000	1.070	0.565
3	3	3	1	1	Blue Frog Roofing	1.886	4.81%	1.632	1.590	0.000	1.590	0.042
Outlot A	none	4	1			3.473	8.86%	3.006		0.000		
1	1	4	1			1.604	4.09%	1.388		0.000		
3	1	4	1			0.871	2.22%	0.754		0.000		
4	1	4	1			1.937	4.94%	1.677		0.000		
5	1	4	1			1.848	4.72%	1.600		0.000		
6	1	4	1			1.808	4.61%	1.565		0.000		
7	1	4	1			2.105	5.37%	1.822		0.000		
8	1	4	1			2.115	5.40%	1.831		0.000		
9	1	4	1			2.115	5.40%	1.831		0.000		
10	1	4	1			2.132	5.44%	1.845		0.000		
1	2	4	1	1	AC Ice	2.239	5.71%	1.938	1.620	0.000	1.620	0.318
1-4, 7, 8	3	4	6			5.942	15.16%	5.143		0.000		
5	3	4	1	1	Red Barn Liquor	1.082	2.76%	0.937	0.840	0.000	0.840	0.097
6	3	4	1			1.000	2.55%	0.866		0.000		
2	Replat B	4	1	1	208 Gateway Dr. Parking	1.290	3.29%	1.117	0.740	0.000	0.740	0.377
3	2	5	1		NorVic Flex	1.960	5.00%	1.696	1.680	0.000	1.680	0.016
1	3	2	1		Total Fire Protection	--	--	--	1.230	--	--	-1.230
Total Undeveloped Lots				20		39.185	100%	33.917	Allocation Used		8.890	0.470
Total Developed Lots				36								
Total Lots				56								

Raw water credit assigned to Gateway Center 100.000 AF
Reserved Surplus 20.900 AF

¹Portion of Allocation remaining that was in excess of demand. This is available for use, upon negotiation, by future lot developers in addition to their prorata credit allocation.

Remaining AF from original 100 AF dedicated

Surplus 20.9 AF

(CANNOT be sold, or transferred until audit is completed on 1st 51 lots of 56 lots are developed.)

All water meters as of July 2019	45.183	AF
Oct. 2019 Addendum Allocation	33.917	AF
Allocation Used since Oct. 2019	8.890	AF
Allocation remaining	25.027	AF



Helton & Williamsen, PC

Gateway Water Bank Allocations

6/16/2026, TGH



TOWN MANAGER'S REPORT



July 2026

JohnstownCO.gov



TOWN MANAGER'S REPORT

Administration, Finance, Planning, Human Resources, and Communications

Upcoming Council Meetings & Work Sessions

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

- July 6, 2026 – Regular Council Meeting
- July 13, 2026 – Council Work Session (6pm)
- July 20, 2026 – Cancelled Council Meeting

BBQ Day 2026

The Town staffed the majority of the 2026 BBQ Day event that provided a structure and visible management, which included stronger safety controls precautions. Approximately 21,000 visitors came to our Community starting with the Pancake Breakfast and ending with the Fireworks display. To view a recap of the BBQ Day event visit

<https://www.facebook.com/share/v/1EasSYHGmB/>.

Digital & Social Media Successes

The BBQ Day Facebook page was viewed over 420,000 times in the three months leading up to the event, and the Town's BBQ Day page located on the JohnstonwCO.gov website received 8,000 views. The BBQ Day recap video had over 8,000 views and can be viewed at

<https://www.facebook.com/share/v/1EasSYHGmB/>.



*Councilmember Bashford
and Mrs. Bashford*



*Mayor Pro Tem Young
and Councilmember Morris*

TOWN MANAGER'S REPORT

Emergency Management

Emergency Management Staff supported planning and coordination efforts for BBQ Day, including assisting with the operation of an offsite Incident Command Center to support communication and situational awareness during the event.

Parish Corridor Study

The consulting team for the Parish Corridor Study are working on their draft concepts for presentation to Staff by the end of the month. These concepts are based on both Staff and public input.

Development Services Building Ribbon-Cutting

The official Development Services Building Grand Opening ribbon-cutting ceremony was on June 15. This new facility brings the Town's Engineering, Planning & Development, and Building Departments together under one roof, creating a centralized hub for residents, businesses, developers, and contractors. The building features improved customer service areas, solar panels, natural skylight tubes, and water-wise xeriscaping with native grasses. Town Council, Staff, and project stakeholders gathered to mark this milestone. Thank you to everyone who made this possible!



*Development Services Building
Ribbon-Cutting Ceremony*

Roosevelt HS Recognition

Johnstown Town Council honored Roosevelt High School (RHS) students at regular meetings in May and June for achievements worthy of recognition. Student groups that were celebrated include FBLA (Future Business Leaders of America), HOSA-Future Health Professionals, Cheer Team, Poms Team, and 3 student-athletes from the Wrestling team.



RHS Wrestling Team



RHS Poms Team



HOSA – Future Health Professionals

TOWN MANAGER'S REPORT

food trucks, a bouncy house, face painting, yard games, and crafts. Approximately 300 people attended. The next Community Neighbor Night is July 24 at Nelson Ball Fields.



Colorado FBLA



RHS Cheer Team

Public Art Master Plan

The Town's Public Art Master Plan is entering the final stages of development and is expected to be presented to Town Council for adoption later this summer. Over the past several months, Town Staff, the advisory committee, and the consulting team have worked together to shape a plan that reflects Johnstown's unique identity, celebrates our heritage, and creates opportunities for meaningful public spaces and experiences. We are excited to take this important step in establishing a long-term vision for public art in Johnstown.

Community Neighbor Night

The first Community Neighbor Night, hosted by The Town of Johnstown, TRPR, and YMCA, was held at the YMCA on June 19. The event featured live music,



TRPR at Community Neighbor Night



Community Neighbor Night at the YMCA

Senior Center Happenings

The Senior Center has been buzzing with activity and several exciting events. The Ladies Tea Social was a wonderful success, featuring presentations by Ellis Meredith and Bertha Spears. The Hall of Fame event was another memorable occasion, with Boni Waddle recognized for her contributions and receiving an award. As summer gets underway, residents are also looking forward to seasonal activities, including Rockies games, outings, and more opportunities to connect and stay active. The current membership count is 270.

The Community that Cares

TOWN MANAGER'S REPORT

Housing Needs Assessment

Work on the Housing Needs Assessment is continuing with the first few draft chapters being presented to Staff for review. Public engagement has been conducted at Community events including: Cinco de Mayo, BBQ Days, and the Community Neighborhood Night event. An ongoing public survey is available through the end of July. The survey is available in both English and Spanish at <https://tinyurl.com/JTHousingSurvey> or <https://tinyurl.com/JTViviendasEncuesta>. We anticipate being able to meet with Planning and Zoning Commission and Council at a work session in the Fall in order to allow consideration of the final document later in the year.

Hiring Updates

The Town recently welcomed an Administrative Assistant supporting both Public Works and Utilities, a Grant Coordinator, and a second seasonal Parks Maintenance worker. We are currently searching for a Streets Manager, Streets Maintenance Technician, Police Officers, School Resource Officer, Wastewater Treatment Chief Operator, Wastewater Treatment Operator, Planner III, Water and Sewer System Operator, and a Parks Maintenance Technician.

Cone Zone Road Projects Updates

The Community is now able to stay informed of ongoing Town projects that may impact travel time and road access by visiting the “Cone Zone Update” page on the Town of Johnstown website. Weekly “Cone Zone Update” updates are also available to the public on social media. The social media posts are consistently some of the Town’s Top Content and get between 8,000 – 12,000 views.

Municipal Court – May 2026

- A total of 79 cases were closed:
 - o Code Violations: 4
 - o Traffic Violations: 54
 - o Theft: 8
 - o Other Criminal Cases: 1
 - o Parking: 12

Open Records Requests

The Clerk’s Office processed 13 requests for records in the month of May.

Johnstown Municipal Code

The Johnstown Municipal Code has been updated through Ordinance 2026-291 and is current with all ordinances approved by the Town Council.

Licensing and Permits

44 Solicitor Licenses were issued in the month of May.

Utility Billing Statistics for May

- Statements Generated: 8,657
- New Builds Processed: 19
- Service Orders Processed: 18
- Budget Billing Applications Approved: 44

FY 2025 External Audit

The FY 2025 external audit was wrapped up successfully and presented to Town Council by Hinkle & Company on June 15. The document has been published on the Town’s website under the finance page.

TOWN MANAGER'S REPORT

FY 2027 Budget

The FY 2027 budget process is underway. Tentative key dates are:

- September 28 or October 14 – Annual Council Budget Work Session.
- November 2 or 16 – Council Public Budget Hearings.
- December 7 – Council Budget Adoption.
- December 10 – Mill Levy Certification filed with Larimer & Weld counties.
- January 29, 2027 – Submit adopted FY 2027 budget to State of Colorado.
- February 26, 2027 – Submit FY 2027 Budget Book to Government Finance Officers Association.

Finance Department Training

Members of the Finance Department participated in virtual training sessions in June. Topic areas included general ledger, accounts payable, utility billing, cash receipting, revisions to the GFOA Distinguished Budget Award criteria, and supervisory skills.

Police Department

Stats: May 2026

- Officers responded to 1531 calls for service.
- Officers took 35 traffic accident reports.
- Officers conducted 333 traffic stops.
- Officers issued 114 traffic citations.
- Officers made 40 physical arrests.
- Incident Summary:
 - Animal Complaints: 47
 - Assaults: 5
 - Burglar Alarms/Hold-up Alarms: 32
 - Code Tickets: 45
 - Code Violations: 121
 - Disturbances: 31
 - Harassments: 22

- Mental Health Crisis: 17
- Sex Offense: 4
- Stolen Vehicles: 3
- Suspicious Activity: 79
- Theft: 42
- Trespassing: 7
- Vandalism: 11

Case of Interest

Officers conducted a traffic stop on WCR 48 and I-25 after observing a vehicle make an illegal U-turn. Vehicle had fresh damage and the driver appeared to be under the influence of alcohol. A handgun with an illegal magazine was also observed next to the driver. The driver was charged with DUI, prohibited possession of a weapon, and numerous traffic offenses.

Training

- ICAT - All Police Department Staff participated in Integrating Communication, Assessment, and Tactics training. ICAT is a nationally recognized training program designed to help law enforcement safely defuse critical incidents.
- FTO – Officer Rhys has finished his mini-academy and has started his 14-week FTO program.
- ICAC Training – Sergeant Cygan attended specialized Internet Crimes Against Children training.
- Financial Crimes Investigation – Detective Cummings attended a financial crimes investigators course. This course taught the intricacies of financial crimes.
- SFST Training – Officer Lorenzo attended Standard Field Sobriety Training and will be able to conduct standardized roadside maneuvers when investigating driving under the influence cases.
- Building Clearing/Active Shooter – All Police Department Staff participated in building

TOWN MANAGER'S REPORT

clearing/active shooter training at building specifically designed for this type of training at AIMS Community College. The training was taught by our internal ALERRT instructor, Sergeant Timme.

Community Policing, Outreach, & Miscellaneous Items

- BBQ Days – All Police Department Staff worked the BBQ Days celebration. Very few incidences were noted this year.

Public Works

A total of 145 work orders were completed this month consisting of activities including pothole patching, street sweeping, gravel road grading, road sign repair, funerals, and a variety of other street, park, cemetery, and facility related maintenance work. 53 work orders were completed by the Streets team, 36 by the Parks team, and 56 were completed by Facilities.

2026 Pavement Maintenance Program

The Asphalt Mill and Overlay contractor is scheduled to wrap up paving work in early July which should conclude all contractor pavement maintenance work scheduled for this year. The Streets team will continue with pothole repair and asphalt patching street areas as needed through the rest of the summer. In Pioneer Ridge, unforeseen soil conditions were found on the Mallard Drive entrance off WCR 17 requiring the roadway subgrade to be stabilized with geogrid and aggregate base course before being repaved. The contractor successfully mitigated these soil conditions to provide a stable and sound roadway.



Before Mallard Drive Subgrade Repairs



After Mallard Drive Subgrade Repairs

Dirt Road Mag Chloride Treatment

Several of the Town's dirt road segments including WCR 42 and WCR 44 west of WCR 17 were recently treated with liquid magnesium chloride to help reduce dust and rutting/wash-boarding of the surface.

TOWN MANAGER'S REPORT

Mosquito Control Surveillance

The Town's mosquito control contractor started surveillance work the first week of June. All traps set so far have been below threshold, so they have not had to spray any Johnstown zones yet. The season has been quite dry, and the mosquito population has been below average. That may change throughout the season and we will continue to monitor the population proactively.

Pavement Condition Index (PCI) Report

The Town's consultant is nearing completion of the report showing the condition of all the asphalt roadways in Town and should have results available in early July. This information will help inform future street paving priorities in Town.

Utilities

WTP/WWTP Highlights

- The weather is heating up, and the Water Plant is seeing high flows on scheduled watering days. The good news is that demands are dropping significantly on non-watering days. This means our residents are doing a great job following watering restrictions. There is still a lot of hot weather left in the year yet, so continuing to conserve water will be critical to making water supplies last as long as possible.
- The Granular Activated Carbon (GAC) system is functioning well to reduce drinking water taste and odor. It will undergo a media changeout scheduled for the week of June 29.
- The initial 60-day (twice per week) inspections of the toe drain improvements at Town Lake were completed, and the repairs are working well. Inspections will now be conducted twice a month until December.

- Town Staff worked with Central Weld Water District crews to install a new PRV pilot to provide supplemental flow to the South Tank and pressure zone.

Water Treatment Plant

- Maximum Daily Flow: 5.589 MGD out of 6 MGD
- Average Daily Plant Influent Flow: 4.648 MGD
- Average Daily Plant Effluent Flow to Distribution: 4.491 MGD
- Average Daily System Demand: 4.536 MGD; Maximum Daily Demand: 5.866 MGD
- Totalized Monthly Distribution Flow: 98.810 MG through June 22
- Totalized Utilization of Little Thompson Interconnect: 2.377 MG; Average Daily: 0.113 MGD
- Totalized Utilization of Central Weld Interconnect: 0.701 MG; Average Daily: 0.033 MGD

Low Point WWTP

- Average Daily Flow: 0.5 MGD
- Treatment Performance: Plant is running well, and operators continue to adjust the process to optimize the biological process instead of utilizing excess chemicals and electricity.
- 98.67% solids removal for a monthly total of 73,557 pounds of waste removed. To put that into perspective, this equals about 18 to 20 average-sized passenger cars.

Central WWTP

- Average Daily Flow: 1.01 MGD
- Treatment Performance: Operators spent time this month optimizing the dewatering press, which reduces chemical and hauling costs.

TOWN MANAGER'S REPORT

- 99.99% solids removed for a monthly total of 136,951 pounds of waste. This is the equivalent of a Boeing 737 commercial passenger jet.
- Denali has finished the liquid portion of lagoon decommissioning and will now begin to mechanically remove the remainder of the sludge.



Lagoon Decommissioning

Sewer Collections and Water Distribution Systems (C&D)

- Issues Reported: 14
- Work Orders Completed: 263

Collection

- Routine System Checks: 10

Distribution

- Water Service Shut Offs: 22
- New Meter Installs: 78
- Meter Replacements/Reprogram: 12
- Monthly Manual Reads: 10 Meter; 12 Hydrant Meter
- Locate Tickets Completed: 804
- Hydrant Meters: 2 Drop Off; 2 Pick Up
- Routine PRV Checks: 8
- Routine System Flushes: 9

Inspections, Installations & Work Orders

- 1,500 linear feet of water main inspected.
- 5,601 linear feet of curb and gutter inspected.
- 2,381 linear feet of asphalt lanes inspected.
- 1,900 linear feet of sidewalk inspected.
- 155 building permit inspections completed.

Water Conservation

- On June 4, Governor Jared Polis activated Phase 3 of Colorado's Drought Response Plan and issued a statewide Drought Emergency declaration in response to worsening drought conditions caused by record-low snowpack and prolonged warm temperatures across the state. This declaration underscores the seriousness of Colorado's drought conditions and provides the state with additional flexibility to respond to evolving water supply challenges and support affected Communities. Town Staff continue to closely monitor drought conditions, coordinate with state and regional partners, and proactively implement measures to promote water conservation throughout the Community. Through ongoing monitoring, public education, and responsible water management, the Town remains committed to protecting our water resources while supporting the needs of residents and businesses.
- Sprinkler Consultation Program has proven to be popular among residents with a total of 14 participants since the launch. This program helps residents understand their systems better and best water management practices.
- Outdoor Irrigation Program continues to gain traction with 6 participants engaged in optimizing outdoor water use applications.

- Residential Lawn Replacement Program closed new applications for the season with a total of 12 participants that qualified for the program and 37 total applications. Program participants have committed to the removal of 11,992 square feet of high-water use turf with low water use landscaping.



Before Lawn Replacement Program



After Lawn Replacement Program

TOWN MANAGER'S REPORT

Capital Projects

Lone Tree Raw Water Transmission Line

Town Staff continues to coordinate with the design engineer on finalizing the construction plans for the approximately 10-mile pipeline and pump station from Lone Tree Reservoir to the Town's Water Treatment Plant. Staff and the landman are continuing to make progress on easements. Field data will be collected on the properties that have granted easements and within the right of way. Once all easements are obtained in Larimer County, the 1041 technical review will be submitted to Larimer County. Town Staff will be proceeding forward with an advertisement to select a Construction Manager at Risk in the coming months.

Water Treatment Plant Expansion

The contractor is continuing to progress on the installation of process piping for the membranes, equipment installations, and electrical throughout the site. The membranes have been delivered and set in place. The civil contractor is also on-site completing miscellaneous yard piping, backfilling, and testing the underground piping.



Water Treatment Building Progress

TOWN MANAGER'S REPORT

Central Wastewater Treatment Plant

The contractor continues to finish miscellaneous punch list items. The lagoon decommissioned is underway and will continue throughout the spring and summer. The progress on the lagoon decommissioning is on schedule for a fall completion.

Roosevelt Roundabout

The contractor finished the punch list warranty work for the project in early June and Staff is proceeding with formal contract closeout.

Weld County Road 15

Reconstruction

The project to fully reconstruct the subgrade and pavement section on WCR 15 between WCR 44 and WCR 46 is scheduled to be advertised for bids in late June and begin construction later this summer. A construction contract award recommendation is expected to be presented to Council in early August.



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

Town Council Agenda Communication

Agenda Date: July 6, 2026

Subject: Professional Services Agreement with Alfred Benesch & Company for Design Services for the Elwell Elementary Safe Routes to School Project

Attachments:

1. TOJ Safe Routes RFP Score Results
2. PSA Agreement Benesch

Presented by: Brandon Torrez, Senior Project Manager

Agenda Item Description:

On October 20, 2025, Town Council approved entering into an Intergovernmental Agreement with the Colorado Department of Transportation (CDOT) for the Elwell Elementary Safe Routes to School (SRTS) project which aims to make school routes safer for children walking and biking to school including those with disabilities. The Town of Johnstown has been awarded an Infrastructure Grant for SRTS in the amount of \$368,953.00 which is funded by Federal Funds. The Local Agency (Town of Johnstown) is required to contribute 20% (\$92,238.00) for a total encumbrance of \$461,191.00 for the Elwell Elementary School Project.

The Elwell Elementary School Project aims at constructing a signalized pedestrian crossing near the intersection of Silverbell Drive and Colorado Boulevard. This signal will be a High-Intensity Activated Crosswalk (HAWK) signal system which is designed to enhance pedestrian safety at crosswalks by controlling vehicular traffic only when needed. Within the scope of the project will include concrete ADA Ramps and signing and striping.

Staff formally advertised on March 02, 2026, a request for proposals (RFP) from qualified consulting firms to provide preliminary and final engineering design services for the Elwell Safe Routes to School Project in strict accordance with all CDOT Local Agency and CDOT Specifications. Within the RFP, proposals could not include design fees for consideration as a basis of selection per CDOT requirements.

Staff received a total of seven (7) responses from qualified consulting firms of which, Alfred Benesch & Company received the highest overall proposal score based on six different scoring criteria. CDOT then approved for Alfred Benesch & Company to provide staff with a Fee Schedule for the design services for the project. This scope and fee is being presented for your consideration and is attached to this Communication. Staff feels the scope is complete and the fee is reasonable for the work to be performed.

After careful consideration, Staff recommends awarding a Professional Services Agreement contract to Alfred Benesch & Company for the Elwell Safe Routes to School project in the amount of \$117,183.72. Benesch's proposal was complete, they have performed similar scope projects that

are comparable to this project, references provided positive feedback, and staff believe they are capable of performing the design services required for this project.

The design is expected to begin in August of 2026 following CDOT review and approval of the Professional Services Agreement Contract with Benesch and the execution of the Option Letter for reimbursement to the Town for design services rendered as part of the Grant Funding. Design is expected to be finalized by August 2027 at which time construction bids can then be solicited.

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 Town Attorney has reviewed and approved the Professional Services Agreement between Alfred Benesch & Company and the Town.

Financial Advice:

The programming for the design services is budgeted in Fiscal Year 2026 budget.

Recommended Action:

Staff recommends approval of the Professional Services Agreement for design services with Alfred Benesch & Company in the amount of \$117,183.72.

Suggested Motions:

For Approval: I move to approve the Professional Services Agreement for the Elwell Elementary Safe Routes to School Project to Alfred Benesch & Company, as presented, in the amount of \$117,183.72 and authorize the Town Manager to execute the contract.

For Denial: I move to deny approval of the Professional Services Agreement with Alfred Benesch & Company.

Reviewed and Approved for Presentation



Town Manager



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

Town of Johnstown Elwell Elementary Safe Routes to School RFP Scoring Results

Town of Johnstown Elwell Elementary Safe Routes to School							
Consultant	Qualifications	Approach to the Work	Furnish/Project Team	Motivation	Anticipated Design Concepts	Alternative Methods Approach	Overall Score
Lighthouse	3	3	3	1	3	0	25
LJA Engineering , Inc.	3	4	3	3	3	3	32
Benesch	3	4	4	3	3	3	34
JR Engineering	3	4	3	3	3	3	32
Rocksol	3	4	3	4	3	3	33
ACL, Inc.	3	4	3	4	3	3	33
CMT Technical Services	1	3	3	5	1	0	21
1=Below Average							
3=Average							
5=Above Average							

Town of Johnstown Elwell Elementary Safe Routes to School		
Consultant	RFP Score	Ranking
Benesch	34	1
ACL, Inc.	33	2
Rocksol	33	-
JR Engineering	32	4
LJA Engineering, Inc.	32	-
Lighthouse	25	6
CMT Technical Services	21	7

The Community that Cares

**TOWN OF JOHNSTOWN
PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____ 20__ (the “Effective Date”) by and between the Town of Johnstown, Colorado, a Colorado home-rule municipality (the “Town”) and Alfred Benesch & Company, a Illinois Corporation (“Consultant”) (collectively, the “Parties”).

RECITALS

WHEREAS, the Town desires to engage the services of Consultant and Consultant desires to provide those services more fully described on Exhibit A, attached hereto and incorporated herein by reference (“Services”), to the Town; and

WHEREAS, the Parties wish to memorialize their contractual relationship.

AGREEMENT

NOW, THEREFORE, incorporating the foregoing Recitals herein and in consideration of the mutual promises, agreements, undertakings and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby mutually agree as follows:

SECTION 1: PARTIES

1.01 Town. The Town is a home-rule municipality located in Johnstown, Colorado.

1.02 Consultant. Consultant is a private, independent business entity who will perform its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances.

SECTION 2: SERVICES, COMPENSATION AND TERM

2.01 Services. Consultant agrees to perform the Services for the Town.

2.02 Compensation. In consideration of Consultant’s performance of the Services contemplated herein, the Town agrees to pay Consultant the compensation set forth to complete Services as described on Exhibit A in an amount not to exceed **One Hundred Seventeen Thousand One Hundred Eighty Three Dollars and Seventy Two Cents (\$117,183.72)**. Consultant shall submit detailed invoices reflecting the portion of the Services completed to the date of the invoice. The Town shall provide payment for Services to Consultant within thirty (30) days of receipt of the invoice. In its discretion, the Town may withhold payment for disputed portions of invoices on the condition that the Town provides written notice to Consultant of the dispute. Upon delivery of notice, the Town and Consultant shall promptly endeavor to resolve such dispute.

2.03 Expenses: Consultant shall not incur any expense or debt on behalf of the Town without the Town's prior written authorization.

2.04 Term. Unless otherwise terminated in accordance with Section 5, the term of this Agreement shall be from the Effective Date through **December 31, 2029**, and shall not extend beyond that date absent the written approval of the Town.

SECTION 3: OPERATIONS

3.01 Consultant Status. Consultant avers that it has the background, expertise and education to provide the Services. Consultant shall be responsible for the proper performance of the Services in accordance with the terms hereof. Consultant shall obtain the necessary permits, if any, and maintain all required licenses, including but not limited to a Town business license.

3.02 Schedule. Unless otherwise set forth in Exhibit A, Consultant shall provide the Services in accordance with the timeline requested by the Town

SECTION 4: INSURANCE AND INDEMNITY PROVISIONS

4.01 Insurance.

A. Consultant understands and agrees that Consultant shall have no right of coverage under any existing or future Town comprehensive or personal injury liability insurance policies. As a material term of this Agreement, Consultant agrees to maintain and keep in force during the term of this Agreement one or more policies of insurance written by one or more responsible insurance carrier(s) authorized to do business in the State of Colorado in the following amounts:

1. Workers' compensation insurance as required by law;
2. Commercial general or business liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and TWO MILLION DOLLARS (\$2,000,000.00) general aggregate;
3. Automobile liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) for any one occurrence, with respect to each of Consultant's owned, hired or non-owned vehicles assigned to or used in performance of the Services. In the event that Consultant's insurance does not cover non-owned automobiles, the requirements of this paragraph shall be met by each employee of Consultant who utilizes an automobile in providing services to Town under this Agreement; and
4. Professional liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000.00) each claim and TWO MILLION DOLLARS (\$2,000,000.00) general aggregate.

B. Consultant shall procure and maintain the minimum insurance coverages listed herein. All coverages shall be continuously maintained to cover all liability, claims,

demands and other obligations assumed by Consultant pursuant to this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. the Town shall have the right to request and receive a certified copy of any policy and any endorsement thereto. Except for workers compensation, Employer's Liability and Professional Liability policies , the Town shall be listed as an additional insured party on Consultant's insurance policies.

C. A certificate of insurance shall be completed by Consultant's insurance agent(s) as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, and, upon request by the Town, shall be subject to review and approval by the Town. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be canceled, terminated or until at least thirty (30) days prior written notice has been given to Town. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The completed certificate of insurance shall be provided to the Town.

4.02 Damage and Indemnity. Consultant assumes responsibility for damages caused by Consultant's negligent or willful performance of its activities, or failures to act, under this Agreement. Consultant agrees that it will at all times protect, defend, indemnify and hold harmless the Town, its elected officials, employees, and their successors and assigns, from and against all liabilities, losses, claims, demands, actions and costs (including reasonable attorneys' fees), arising from or related to loss or damage to property or injury to or death to any persons to the extent caused by the negligent or willful acts, errors or omissions of Consultant or any invitees, guests, agents, employees or contractors of Consultant, whether brought by any of such persons or any other person, except for claims arising from the Town's negligent acts or omissions.

SECTION 5: TERMINATION

5.01 Termination. The Town may terminate this Agreement, with or without cause, by providing thirty (30) days prior written notice to Consultant. Notwithstanding the foregoing, if the Town terminates this Agreement for cause and determines that a notice period is not in the best interests of the Town, the Town may terminate this Agreement by providing written notice to Consultant effective immediately.

SECTION 6: INDEPENDENT CONTRACTOR

6.01 Independent Contractor. Consultant understands and agrees that Consultant is an independent contractor and not an employee of the Town. The Town shall not provide benefits of any kind to Consultant. The Town shall not be responsible for withholding any portion of Consultant's compensation for the payment of Federal Insurance Contributions Act (FICA) tax, workers' compensation, or other taxes or benefits. CONSULTANT IS NOT ENTITLED TO UNEMPLOYMENT COMPENSATION COVERAGE FROM THE TOWN. CONSULTANT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON MONEYS PAID PURSUANT TO THIS AGREEMENT. As long as there is not a conflict of interest with the Town, Consultant may engage in any other lawful business activities during the term of this Agreement.

SECTION 7: NOTICE

7.01 Notices. All notices required under this Agreement shall be in writing and shall be: 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 (“email”). All notices by hand-delivery shall be effective upon receipt. All notices by mail shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. All notices by email shall be effective upon delivery, on the condition that the intended recipient acknowledges receipt thereof. Either party, by notice to be given, may change the address to which future notices shall be sent.

TO THE TOWN:
Town of Johnstown
Attn: Brandon Torrez
450 S. Parish Avenue
P.O. Box 609
Johnstown, CO 80534
Email: notices@johnstownco.gov

TO CONSULTANT:
Alfred Benesch & Company
Attn: Johnny Olson
7979 E Tufts Avenue, Suite 800
Denver, CO 80237
Email: jwolson@benesch.com

SECTION 8: MISCELLANEOUS

8.01 Time. Time is of the essence of this Agreement and of each covenant hereof and the Consultant shall perform its services as expeditiously as is consistent with such professional skill and care.

8.02 Non-Appropriation of Funds. Pursuant to Section 29-1-110, C.R.S., as amended, financial obligations of the Town payable as set forth herein, after the current fiscal year, are contingent upon funds for that purpose being budgeted, appropriated and otherwise made available. This Agreement shall be terminated effective January 1 of the first fiscal year for which funds are not budgeted and appropriated.

8.03 Laws and Regulations. In the conduct of the Services, Consultant shall comply with all applicable laws, rules and regulations, in effect during the term of this Agreement, and the directives or instructions issued by the Town or its designated representatives.

8.04 Assignment; Third Party Rights. Consultant may not assign, delegate or

subcontract any part of its rights, duties or obligations under this Agreement. The Parties do not intend to confer any benefit hereunder on any person or entity other than the Parties hereto.

8.05 Amendment. This Agreement may not be amended or modified except by a subsequent written instrument signed by the Parties. Course of performance, no matter how long, shall not constitute an amendment to this Agreement.

8.06 Severability. If any part, term or provision of this Agreement is declared unlawful or unenforceable, the remainder of this Agreement shall remain in full force and effect, except that, in the event any state or federal governmental agency or court determines that the relationship between the Town and Consultant is one of employment rather than independent Consultant, this Agreement shall become null and void in its entirety.

8.07 Waiver. No consent or waiver, express or implied, by the Town to or of any breach or default by Consultant in the performance by Consultant of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by the Town. Failure on the part of the Town to complain of any act or failure to act or to declare Consultant in default, irrespective of how long such failure continues, shall not constitute a waiver by the Town of its rights hereunder.

8.08 Governmental Immunity. The Parties agree that the Town is relying on, and does not waive or intend to waive by any provision of the Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as amended from time, or otherwise available to the Town, its elected officials, employees or agents.

8.09 Applicable Law and Venue. This Agreement shall be construed according to the laws of the State of Colorado. Venue for any claim, proceeding or action arising out of this Agreement shall be in Weld County, State of Colorado.

8.10 Mediation. In the event of any dispute arising under this Agreement, except in the case of an action for injunctive relief, the Parties shall submit the matter to mediation prior to commencing legal action and shall share equally in the cost of the mediation.

8.11 Costs and Attorney's Fees. If any judicial proceedings may hereafter be brought to enforce any of the provisions of this Agreement, 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.

8.12 Public Official Personal Liability. Nothing herein shall be construed as creating any personal liability on the part of any elected official, employee or agent of the Town.

8.13 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.

8.14 Entire Agreement. The provisions of this Agreement represent the entire and integrated agreement between the Town and Consultant concerning the subject matter contained herein and supersede all prior negotiations, representations and agreements, whether written or oral.

8.15 Controlling Document. In the event of a conflict between the provisions in this Agreement and Exhibit A, the provisions in this Agreement shall control.

8.16 Headings. The headings in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part thereof.

8.17 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument.

8.18 Waiver of Right to Jury Trial. To the fullest extent permitted by law, each party hereto waives its respective rights to a trial by jury of any claim or cause of action based upon, arising out of or related to this agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Meghan Martinez, Town Clerk

By: _____
Matt LeCerf, Town Manager

By: J. Hastings
Name: Jess Hastings
Title: Sr. Vice President

STATE OF COLORADO)
COUNTY OF Denver) ss

SUBSCRIBED AND SWORN to before me this 29th day of June, 2026, by
Jess Hastings as the SVP of Benesch.

WITNESS my hand and official seal.

My commission expires: March 10, 2027

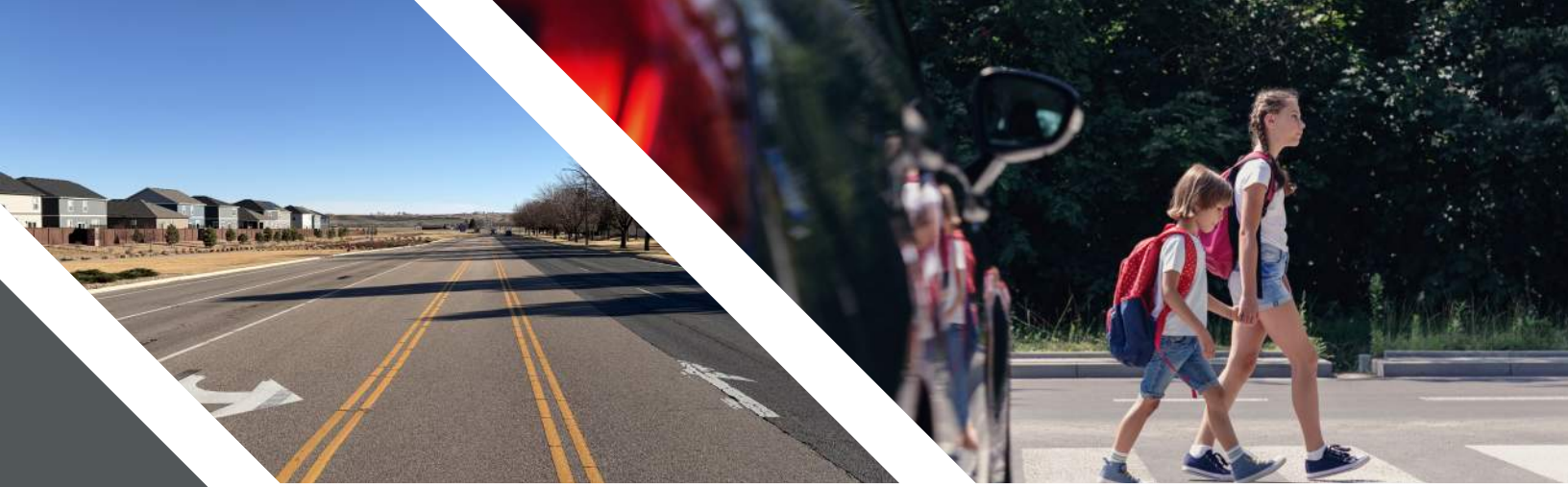
Katrina Kenny
Notary Public



EXHIBIT A SERVICE

Elwell Safe Routes to School - Estimated Design Cost Schedule

	Principal In Charge (\$260/hr)	Project Manager II (\$210/hr)	Project Manager II (\$178/hr)	Traffic Designer II (\$130/hr)	Roadway Designer II (\$130/hr)	Drainage Engineer II (\$130/hr)	Project Assistant II (\$104/hr)	Totals
Project Management								
Project Management (16 months)	8		12				2	22
Project Kickoff Meeting (In-Person)	2		2					4
Progress Meetings (8 Virtual)		8	8					16
CDOT Local Agency Coordination	4		8					12
Subtotal Hours	14	8	30	0	0	0	2	54
Subtotal of Labor Costs	\$ 3,640.00	\$ 1,680.00	\$ 5,340.00	\$ -	\$ -	\$ -	\$ 208.00	\$ 10,868.00
Route Consideration & Conceptual Design								
Field Visits (School Ingress and Egress)			4	4				8
Initial Stakeholder Engagement		4	6					10
Conceptual Design/Location Selection		2	8	8	8			26
Stakeholder Open House		4	4					8
Subtotal Hours	0	10	22	12	8	0	0	52
Subtotal of Labor Costs	\$ -	\$ 2,100.00	\$ 3,916.00	\$ 1,560.00	\$ 1,040.00	\$ -	\$ -	\$ 8,616.00
Preliminary Design								
Data Collection		1	2					3
HAWK Signal Design		4	4	24				32
Roadway Design			4	2	24			30
Signing & Striping		1	1	8				10
Drainage and SWMP Design						8		8
Cost Estimate			1	4	4			9
FIR (30%) Submittal Package		2	6	16	4			28
FIR (30%) Review Meeting		2	3	1	1	1		8
Subtotal Hours	0	10	21	55	33	9	0	128
Subtotal of Labor Costs	\$ -	\$ 2,100.00	\$ 3,738.00	\$ 7,150.00	\$ 4,290.00	\$ 1,170.00	\$ -	\$ 18,448.00
Final Design								
FIR Comments Review and Revisions		1	4	8	4	2		19
HAWK Signal Clearance Holes			2	1				3
Utility Coordination			6	12				18
ROW Plans/Coordination			2		2			4
HAWK Signal Design		1	2	12				15
Roadway Design			2	2	12			16
Signing & Striping		1	1	4				6
Drainage and SWMP Design						16		16
Cost Estimate			1	4	4			9
Specifications		4	6					10
FOR (90%) Submittal Package		2	8	8	4			22
FOR (90%) Review Meeting		2	3	1	1	1		8
FOR Comment Review and Revisions		1	2	4	2	2		11
AD Submittal Package		1	4	4	2			11
Subtotal Hours	0	13	43	60	31	21	0	168
Subtotal of Labor Costs	\$ -	\$ 2,730.00	\$ 7,654.00	\$ 7,800.00	\$ 4,030.00	\$ 2,730.00	\$ -	\$ 24,944.00
Construction Support								
Bid Support			8	2	2			12
Construction Design Support			8	6	2			16
Subtotal Hours	0	0	16	8	4	0	0	28
Subtotal of Labor Costs	\$ -	\$ -	\$ 2,848.00	\$ 1,040.00	\$ 520.00	\$ -	\$ -	\$ 4,408.00
Incidentals (Mileage)								\$ 680.00
Eugene Lynne (Survey)								\$ 18,510.00
Parcel2Permit (ROW & Utility Coordination)								\$ 15,500.00
Tigals (Environmental)								\$ 8,841.00
Badger (Test Holes)								\$ 6,368.72
Total Cost								\$ 117,183.72



REQUEST FOR PROPOSAL

Elwell Elementary Safe Routes to School Project

Town of Johnstown



2026

A. COVER LETTER

March 27, 2026

Town of Johnstown
Brandon Torrez
450 S. Parish Avenue
Johnstown, CO 80534

5660 Greenwood Plaza, Suite 400N
Greenwood Village, CO 80111
www.benesch.com
P: 303-771-6868
F: 866-410-8678

RE: **Town of Johnstown - Elwell Elementary Safe Routes to School (SRTS) Project**

Dear Brandon Torrez and Members of the Selection Committee:

The Elwell Elementary SRTS Project represents an important investment in improving safety, accessibility and mobility for students and families in the Town of Johnstown. Successful delivery requires a team that understands school-area safety, multimodal transportation planning, pedestrian crossing and signal design and CDOT Local Agency requirements. Benesch brings direct experience delivering SRTS programs, pedestrian safety improvements and transportation planning initiatives throughout Colorado and across the country. Our team is prepared to provide thoughtful engineering design, proactive coordination with CDOT and stakeholders and disciplined project management that supports the Town's goals of providing a safe, ADA-accessible route for students and increasing the number of students walking and biking to school.



Local Knowledge and Trusted Partnership with Johnstown: Benesch maintains a strong relationship with the Town of Johnstown and a clear understanding of the community's infrastructure needs, growth patterns and transportation challenges. With a local office in Johnstown, our team provides responsive service and direct knowledge of local conditions. Benesch has supported the Town through corridor planning, intersection improvements, pavement management and drainage mitigation projects. The SH 60 Feasibility Study, for example, provided traffic analysis and conceptual roadway improvements from I-25 through the heart of Johnstown, helping guide transportation solutions that accommodate future growth while maintaining safe travel.



Proven SRTS Expertise: Benesch has extensive experience delivering SRTS programs and pedestrian safety improvements that enhance connectivity and accessibility for students and families. The proposed team is led by **John Moschovich, PE, PTOE**, who will serve as Project Manager and guide the overall design and coordination effort. Supporting the team, **Michael Romero, PE**, serves as Traffic Signal Lead and brings 17 years of experience in traffic engineering and multimodal safety improvements across Colorado. Michael has led school-area pedestrian projects involving sidewalks, ADA-compliant curb ramps, pedestrian refuge crossings and enhanced signing and striping, helping translate safety analysis and community input into practical designs that improve school-zone safety.



Disciplined Delivery for CDOT Local Agency Projects: Benesch understands the coordination and compliance requirements associated with federally funded projects administered through CDOT Local Agency programs. Our team is experienced in preparing engineering plans, environmental documentation and design deliverables consistent with CDOT standards while maintaining an efficient project schedule. This structured approach supports coordination with agencies and stakeholders while ensuring the design remains aligned with project goals, schedule and budget.

Benesch appreciates the opportunity to submit our qualifications for the Elwell Elementary SRTS Project. Our team brings the technical expertise, local understanding and SRTS experience necessary to support a successful project. We look forward to partnering with the Town of Johnstown and CDOT to create safe, accessible routes that support Elwell Elementary students and the surrounding community.

Sincerely,

John Moschovich, PE, PTOE
Project Manager
jmoschovich@benesch.com
303-771-6868

John Sabo, PE
Principal In Charge / Vice President
jsabo@benesch.com
720-473-7592

Benesch has reviewed the Request for Proposals and confirms that we have no exceptions to the requirements outlined in the RFP.

B. USE OF SUBCONTRACTORS AND PARTNERS

Benesch understands the scope and technical requirements of the Elwell Elementary SRTS Project and has assembled a team that combines in-house expertise with subconsultants experienced in delivering similar transportation and CDOT Local Agency projects. These partners were selected for their specialized capabilities and established working relationships with Benesch, ensuring efficient coordination and consistent project delivery. Each subconsultant will support specific technical elements of the project as an integrated member of the team, while Benesch maintains overall project management, coordination and quality control. The following subconsultants have been carefully selected to support specific elements of the project and provide specialized expertise that complements Benesch's in-house capabilities.

■ Eugene Lynne Surveying, LLC (Eugene Lynne) – Survey

Eugene Lynne is a Colorado-based land surveying and civil engineering consulting firm specializing in survey support services, including topographic and utility mapping, boundary determination and construction surveying. Founded in 2015, the firm includes seven professionals with more than 20 years of public infrastructure experience. Eugene Lynne has supported Benesch on roadway projects throughout Johnstown and CDOT Region 4, tailoring data collection to meet project-specific design needs. They use advanced technologies such as LiDAR scanning and aerial drone collection to deliver accurate, efficient and cost-effective survey solutions. Eugene's deep knowledge of CDOT Region 4 provides a strong design foundation through accurate, standardized survey and a clear understanding of the Region's ROW requirements.

Eugene Lynne

■ Tiglas Ecological Services (Tiglas) – Environmental

Tiglas is a Colorado-based environmental consulting firm specializing in ecological studies, NEPA compliance and CDOT Local Agency projects. Tiglas has over 28 years of experience in Northern Colorado, assisting Benesch with multiple Johnstown projects, working with FHWA and CDOT projects and currently holding an Environmental Services On-Call contract with Weld County. This local experience provides a thorough understanding of the surrounding environment and CDOT experience ensures that all clearances meet the necessary requirements and move through CDOT processes as smoothly as possible.



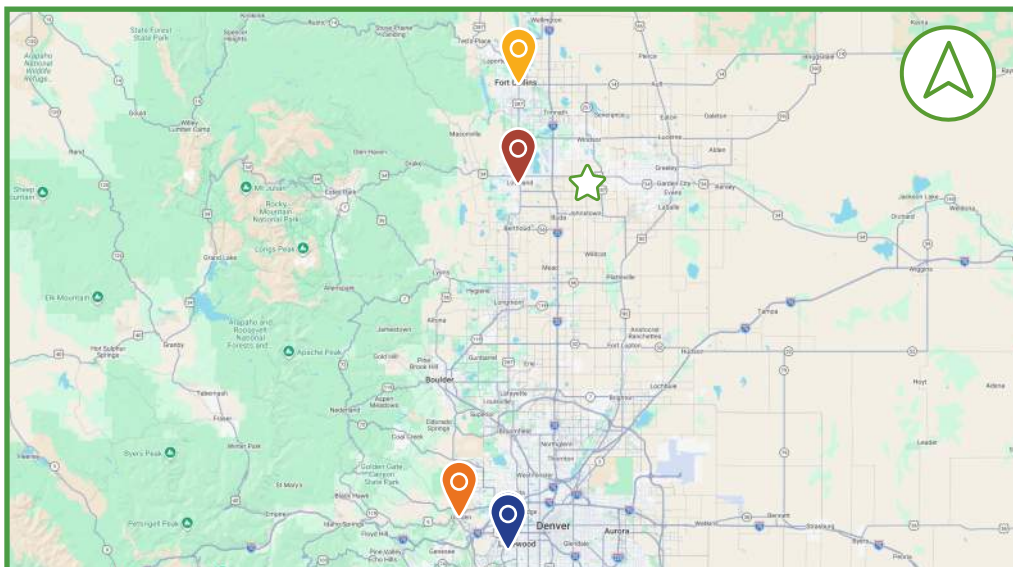
■ Parcel2Permit (P2P) – Right-of-Way and Utility Coordination

Colorado-based P2P will support right-of-way evaluation and utility coordination for the proposed improvements. Their team identifies right-of-way needs, conducts title research and coordinates with property owners in accordance with Uniform Act and CDOT Local Agency requirements. They also coordinate with utility providers to verify existing infrastructure and reduce conflicts during design, supporting efficient and timely project delivery.



■ Underground Mapping Services, Inc. (UMS) – Subsurface Utility Engineering

UMS, founded in 2002 and headquartered in Golden, Colorado, specializes in SUE and underground utility investigation services. For the Elwell Elementary SRTS Project, UMS will identify, locate and map existing underground utilities using geophysical technologies in accordance with ASCE 38 standards. UMS will support accurate base mapping, identify potential utility conflicts early in the design process and reduce risk during construction.



Benesch has assembled a team of trusted subconsultants to support key elements of the Elwell Elementary Safe Routes to School Project. Each partner maintains a local presence and was selected for their proximity to Johnstown and experience supporting past Johnstown projects and other similar CDOT Local Agency projects. Their close location allows for efficient coordination, quick response for field work and meetings and a strong understanding of regional permitting and regulatory requirements.

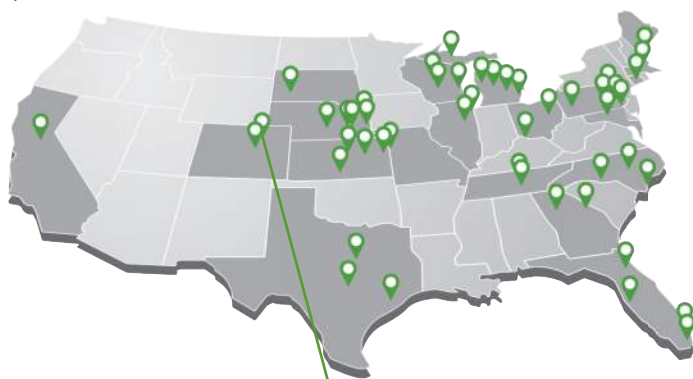
C. COMPANY INFORMATION

Benesch has delivered engineering services throughout Colorado for more than 60 years. Our team brings deep local knowledge and practical experience that helps ensure projects are constructible, cost-effective and delivered without unnecessary redesign or delays. We remain actively engaged in the regional engineering and contractor community and regularly coordinate with local agencies, contractors and stakeholders throughout the project lifecycle. As a full-service firm, Benesch supports projects from early planning and design through construction, giving our team a strong understanding of the materials, methods and coordination required to successfully deliver pedestrian safety improvements such as the SRTS crossing and sidewalk enhancements serving Elwell Elementary.

Founded in 1946, Benesch has completed thousands of transportation and infrastructure projects across the United States, ranging from complex public infrastructure programs to focused community safety and mobility improvements. **Today, Benesch is ranked #101 among the Top 500 Design Firms by Engineering News-Record and continues to grow while remaining privately held, with no plans to sell or merge with another firm.** This stability allows us to maintain long-term relationships with our clients while providing consistent leadership and project delivery.

Benesch employs more than 1,200 professionals and support personnel nationwide, including planners, engineers, designers, construction managers and scientists. Our Colorado Division includes 98 professionals actively delivering transportation and multimodal infrastructure projects throughout the region. This depth of resources and local experience positions our team to effectively support the Town of Johnstown in delivering the Elwell Elementary SRTS Project safely, efficiently and in full compliance with CDOT Local Agency requirements.

1,200 EMPLOYEES | 49 LOCATIONS | 20 STATES | 1 TEAM



📍 5660 Greenwood Plaza,
Suite 400N, Greenwood
Village, CO 80111
P: 303-771-6868

📍 5265 Ronald Reagan Blvd,
Suite 210
Johnstown, CO 80534
P: 970-877-8505

WHAT WE DO



Transportation

HAWK Systems | ADA Improvements | Sidewalks
Roadway



Project Development

Survey | SUE | ROW Evaluation | Drainage



Environmental & Coordination

NEPA | Historic Review | Public Involvement

PRINCIPALS

Kevin J. Fitzpatrick, PE	Rob Cursey, AICP
Randall J. Kaster, PE, PTOE, ENV SP	David Cuthbertson, PE
William H. Epp, PE, SE	Steve Drechsler, PE, VMA
Elizabeth Gallagher, PE, SE	Colin Forbes, PE
George M. Horas, PE, VMA	John Forni, VMA
Kristina S. Horn	Mark Guikema, PE
Laura L. McGovern, PE	Erik Hammarlund, PE
Sunny Nandagiri, PE, PMP	Christopher Harker, PE
Senior Vice President	Jill Hayes, PE
Anthony S. Dirks, PE	Travis Kluegel, PE
Daniel Grasser, PE	Ken McClain
Daniel M. Gross, PE	Dean Morrison, PE
Jess Hastings, PE	Michael O'Connor, PE
Andrew J. Keaschall, PE, SE, VMA	Marko Petrovic, CPA
Robert Krewson, PE	Amanda Rackow, CPSM
Steven Lorek, PE	Chad Rajala, PE
Kenneth McClain	Steve Roth, PE, CAMP
Sammie E. McCoy, PE, CPESC, CPSWQ	John Sabo, PE
Sandra Pond, SPHR	Darwin Schafer, PE
Jeffery A. Sockel, PE	Elisabeth Schuck, AICP, LEED GA
Vice Presidents	Joseph Sirignano, PE, VMA
Edward Baumann, PE, VMA	Chris Steinway, JD
Andrew W. Beil, PE	Greg Stewart, PE
Christopher Bentz, PE	Ryan Thady, PE, PMP, VMA
Edward Bosack, PE	Bradley J. Waller, PE
Jordan Card, PE, SE	Scott Wojteczko, PE, SE

D. PROJECT TEAM & ABILITY TO FURNISH PROFESSIONAL SERVICES

This team was intentionally assembled for the Elwell Elementary Safe Routes to School Project, bringing the specific experience needed to successfully deliver the scope of work.



PROJECT MANAGER

► John Moschovich, PE, PTOE

Legend

- Benesch
- Eugene Lynne
- Tiglas
- Parcel2Permit
- UMS
- Bold:** Key Personnel
- *** As Needed Service



PRINCIPAL-IN-CHARGE

► John Sabo, PE

Traffic Signal

► Michael Romero, PE

Traffic Design

► Matt Federbusch, EIT

Roadway

► Samuel Gens, EIT

Electrical Engineering

► Geoffrey Thiesse, PE

Stormwater Management

► Brice Hammersland, PE, CFM

► Austin Fling, EIT

Railroad Coordination *

► Jess Hastings, PE

Survey

► Andrew Salva, PLS

► Heath Hildebrand, PLS

Environmental

► Kelsey Bibb, RPA

ROW / Utility Coordination

► Courtney Wallace, SR/WA-TN

Subsurface Utility Engineering

► Cameron Greer, PE

► Alex Ramm-Hutchinson, EI

ADA Compliance

► Travis Greiman, PE

TAILORED TEAM



Benesch brings the capacity to deliver efficiently, with 1,200+ professionals nationwide and 96 local staff.



Benesch opened its Johnstown office to provide faster, responsive local support for meetings, site visits and coordination.



Benesch has delivered SRTS improvements including HAWK crossings, ADA curb ramps, connecting sidewalks and enhanced signage and striping.

Trusted Project Manager

John brings direct experience leading traffic safety, intersection improvement and multimodal access projects for Colorado communities. His background in traffic modeling, signal design, pedestrian crossing analysis and corridor studies enables him to quickly evaluate safety challenges and guide practical solutions that improve operations and protect users such as students and pedestrians.

John Moschovich, PE, PTOE
Project Manager



John Moschovich, PE, PTOE

Project Manager

John is a traffic engineer and project manager with 12 years of experience in multimodal transportation planning, traffic operations and intersection design. He has worked with state and local agencies on traffic impact studies, intersection and corridor studies, signal design, roundabout design and pedestrian and bicycle infrastructure improvements. He has extensive experience leading and supporting ADA curb ramp programs and pedestrian crossing improvements, including HAWK signal evaluations and regularly coordinates with municipalities and transportation agencies to deliver safe and efficient transportation solutions.

City of Wichita, KS - Redbud Ped/Bike Trail & Pedestrian Overpasses

Project Engineer: John analyzed the vehicular, pedestrian and bicycle traffic for roadway crossings along a four-mile stretch of path east of downtown Wichita. The existing pathway consisted of a gravel path on an old railway alignment. He evaluated each roadway crossing to recommend whether grade separation or at-grade improvements would be needed. Ultimately a mix of pedestrian overpasses, HAWK signals and on-road crossing improvements were recommended. John led the design of each at-grade crossing improvement location.

Jefferson County, CO - Coal Mine Avenue at Van Gordon Way Intersection Study

Project Manager: John led a traffic analysis on the operations of the Coal Mine Avenue arterial and the Coal Mine Avenue and Van Gordon Way intersection to determine the required amount of travel lanes for current and future traffic. This intersection is heavily utilized by local residents to walk and bike between local trails, parks, schools and neighborhoods. Using this data the team developed alternatives for crosswalk designs to more safely accommodate crossing pedestrians. Alternatives included the use of Rectangular Rapid Flashing Beacons and High-Intensity Activated Crosswalk signals and were developed for concept level plans and ConceptStation designs. These alternatives designs were presented to the local residents and other stakeholders during a virtual town hall where staff also collected feedback. Using this feedback, traffic analysis, cost analysis and other evaluation techniques the team produced a final project report recommending a preferred alternative.

Town of Johnstown, CO - Colorado Blvd & Roosevelt Pkwy Intersection Improvements

Project Manager: Serving as project manager, John analyzed existing and future traffic to develop conceptual layouts for intersection improvements adjacent to the newly opened Roosevelt High School. The work focused on handling increased traffic volumes while improving both pedestrian and vehicle safety. The concepts minimized right-of-way impacts while providing capacity for future growth and safe access from proposed neighborhoods to the high school. A roundabout design was ultimately chosen and John led the design of the roundabout on an accelerated design schedule.

CDOT Region 2 - ADA Curb Ramp Program Management

Project Manager: John helped to lead the analysis more than 4,000 curb ramps in CDOT Region 2. Through this project John developed a tool to track and review curb ramp data collected in the field. The tool is used to direct curb ramp inspection efforts and develop strategies to efficiently reconstruct ramps in stand alone projects and within upcoming projects. Through this project Benesch has received task orders to design more than 200 curb ramps that John has led a small team of designers to complete.



Education

BS, Civil Engineering, Purdue University

Years of Experience: 12

Registrations and Certifications

Professional Engineer: Colorado, Kansas

Professional Traffic Operations Engineer

John takes pride in designing projects that make communities safer and easier to move through. Whether it's improving a crossing, rethinking an intersection, or planning a new route for pedestrians and cyclists, he approaches every project with the mindset that the work should have a real, positive impact on the people who use it every day. As a project manager, he enjoys working closely with communities and project teams to turn technical analysis into practical improvements that help people walk, bike and travel more safely.

John Sabo, PE

Principal-in-Charge

John is Benesch's Colorado Division Transportation Group Manager and leads all transportation project delivery from the Denver office. With 27 years of experience working with agencies along the Front Range, John has built a career focused on roadway, intersection and multimodal transportation improvements for CDOT and local municipalities. He has served as both an owner's representative and consultant, providing program management, plan review and project delivery support on complex transportation projects from conceptual planning through final construction. John is widely recognized for his expertise in CDOT policies, procedures and standards, which helps streamline approvals, reduce RFIs during construction and ensure projects move efficiently through the design and delivery process.

City of Arvada, CO - Neighborhood Traffic Calming Program

Principal-in-Charge: John provided oversight for the City's neighborhood traffic calming program, which focused on reducing vehicle speeds and improving pedestrian safety in residential areas. The program included evaluation of traffic conditions, development of traffic calming alternatives such as curb extensions, speed cushions and enhanced crossings and coordination with residents and City staff. John guided the team in developing practical, community-supported solutions that improved safety while maintaining neighborhood access and mobility.

El Paso County, CO - South Academy Pedestrian Bicycle and Pedestrian Trail

Project Manager: John managed the design of this El Paso County and CDOT Region 2 local agency project that included approximately 0.6 miles of trail design and pedestrian connectivity improvements. The project required coordination with Fort Carson Army Base, Pikes Peak Community College, CDOT and Colorado Springs Utilities. Work included utility coordination and CDOT environmental and right-of-way clearances. The project provided trail connectivity to the college and improved access to Fort Carson while meeting the requirements of the CDOT Local Agency Manual and the intergovernmental agreement between CDOT and El Paso County.

City of Thornton, CO - Curb Extensions and Raised Crosswalk Traffic Calming Project

Project Manager: John led the design of traffic calming improvements including curb extensions at residential intersections and the addition of a raised crosswalk as part of the traffic calming program. Project tasks included survey and utility locating, preliminary design, final design and preparation of construction documents. The improvements enhanced pedestrian safety at residential intersections while addressing neighborhood traffic concerns.

City of Loveland, CO - Pedestrian Crossing and Safety Improvements

Principal-in-Charge: John led project oversight for pedestrian-focused improvements along key corridors in Loveland, including enhanced crosswalk treatments, ADA upgrades and traffic calming measures to improve safety and accessibility. The project involved coordination with CDOT and local stakeholders, as well as evaluation of crossing locations and implementation of treatments such as high-visibility markings and pedestrian warning devices. John's leadership helped advance improvements that support safer routes for pedestrians and align with the City's multimodal goals.



Education

BS, Civil Engineering, University of Colorado

Years of Experience: 28

Registrations and Certifications

Professional Engineer: Colorado

John brings a deep understanding of how transportation projects move from concept to construction because he has spent nearly three decades working directly with CDOT and Front Range communities. His ability to guide multi-discipline teams, anticipate agency requirements and navigate complex approvals allows projects to move forward efficiently while maintaining the highest standards of quality. Clients rely on John not only for his technical expertise but also for his steady leadership and commitment to delivering transportation solutions that improve safety, mobility and connectivity for the communities they serve.

Michael Romero, PE

Traffic Signal

Michael is a transportation engineer with 17 years of experience specializing in signing, striping, traffic control and multimodal roadway design. His work includes the development and coordination of mid-block crossings, bicycle lanes, pedestrian improvements and roadway reconfigurations for a wide range of transportation projects. Michael has managed complex construction phasing, school-adjacent traffic operations and corridor improvements while maintaining traffic flow and emergency access. His experience spans project conception through implementation, with a strong focus on improving safety, optimizing traffic operations and integrating pedestrian and bicycle facilities into existing transportation networks.

City and County of Denver, CO - Safe Routes to School: Smith Elementary School Pedestrian Facility Improvements

Project Manager: Michael oversaw all aspects of this project, which focused on designing pedestrian infrastructure at and near Smith Elementary School. The scope included pedestrian safety enhancements such as new medians, upgraded curb ramps and improved signing and striping at four area intersections. The project also required modifications to proposed bike lanes in most improvement zones. Medians were specifically designed to accommodate both transit and emergency response vehicles.

City and County of Denver, CO - Safe Routes to School: McAuliffe International School Pedestrian Improvement

Project Manager: Michael managed the design of pedestrian infrastructure at and near McAuliffe International School. The project delivered approximately one mile of sidewalk and curb ramps at a dozen intersections, all designed to ADA standards. An enhanced crossing at 23rd Avenue and Kearney Street provided a pedestrian refuge, with associated modifications to pavement markings and bike lanes. Specifications and an Opinion of Probable Costs were submitted to DOTI. The improvements were coordinated closely with school officials and city staff to ensure safe and accessible routes for students.

Arapahoe County, CO - Himalaya at Aspen Intersection Improvements *

Project Manager: Michael led the design of a mid-block crossing featuring rectangular rapid flashing beacons at Aspen Crossing Elementary School. The project included new pathway tie-ins to Himalaya Street's sidewalk and new curb ramps meeting current ADA standards. Additional improvements involved restriping and re-signing Himalaya Street from Reservoir Road to Quincy Avenue, accounting for the new mid-block crossing, the addition of on-street bicycle lanes and a reconfiguration at Quincy Avenue due to street widening. An Opinion of Probable Cost, which included a double fog seal for roadway surface protection, was provided to Arapahoe County.

City of Aurora, CO - 25th Avenue Pedestrian Boulevard, Adams County *

Traffic Engineer: Michael was responsible for the overall layout of construction traffic control, signing and striping design. Plans accommodated increased pedestrian activity with enhanced markings at all intersections along the five-block corridor. Signs were reset, replaced or added and a consistent signing plan established a clear parking arrangement. The project required a high density of signing due to its location and the nearby school. Phasing design addressed each street as needed. Coordination with city staff and stakeholders was essential to address limited north-south access caused by the adjacent Westerly Creek tributary, which complicated detour planning.

** Project completed prior to joining Benesch.*



Education

BS, Civil Engineering, University of Missouri - Rolla

Years of Experience: 17

Registrations and Certifications

Professional Engineer: Colorado

Michael approaches transportation design with a strong focus on how people actually move through a community. Whether coordinating complex traffic phasing on major corridors or designing safer crossings near schools, he consistently looks for practical ways to improve safety and mobility for everyone using the roadway. His experience balancing vehicle operations with pedestrian and bicycle needs allows him to deliver solutions that are safe and efficient.

Geoffrey Thiesse, PE

Electrical Engineering

Geoffrey is an experienced electrical engineer specializing in the design of transportation-related electrical systems, including roadway lighting, traffic signals and power distribution. His work includes developing photometric lighting designs, electrical plans, specifications and cost estimates for municipal and state transportation projects. Geoff has extensive experience coordinating with utility providers, local agencies and multidisciplinary design teams to deliver reliable and efficient electrical systems. His knowledge of electrical design standards and construction requirements supports safe, maintainable infrastructure that enhances visibility, safety and overall roadway performance.

City of Colorado Springs, CO - Academy Boulevard Improvements

Electrical Engineer: Geoff provided electrical design for improvements along the Academy Boulevard corridor, including roadway lighting and signal system upgrades. He developed photometric lighting layouts to ensure adequate illumination levels and prepared electrical plans, specifications and cost estimates for construction. Geoff coordinated with utility providers and the project team to integrate electrical systems with roadway improvements and ensure compliance with applicable standards and requirements.

CDOT Region 4 - I-25 Corridor Improvements

Electrical Engineer: Geoff supported electrical design for improvements along the I-25 corridor, including roadway lighting and power distribution systems associated with major roadway reconstruction. His work included developing lighting layouts, preparing electrical design plans and coordinating with utility providers to support construction. Geoff worked closely with the design team to ensure electrical systems were integrated into the overall project and met CDOT standards.

City of Aurora, CO - Roadway Lighting Improvements

Electrical Engineer: Geoff developed roadway lighting designs for multiple corridors within the City of Aurora, focusing on improving nighttime visibility and roadway safety. His responsibilities included photometric analysis, lighting layout development and preparation of construction documents. Geoff coordinated with the City and utility providers to ensure electrical systems were designed to meet local standards and could be efficiently constructed and maintained.

City of Fort Collins, CO - Arterial Roadway Lighting Improvements

Electrical Engineer: Geoff supported electrical design for roadway lighting improvements along key arterial corridors in Fort Collins to enhance nighttime visibility and safety. He developed photometric lighting layouts to meet City standards and prepared electrical plans, specifications and cost estimates for construction. Geoff coordinated with utility providers and the design team to integrate lighting infrastructure with roadway improvements and ensure reliable power distribution. His work helped improve corridor illumination and support safer travel conditions for both vehicles and pedestrians.

City of Lakewood, CO - Signal and Street Lighting Upgrades

Electrical Engineer: Geoff provided electrical design for signal and roadway lighting upgrades at multiple intersections and corridor segments throughout the City of Lakewood. His work included developing lighting layouts, preparing electrical plans and coordinating power service with local utility providers. Geoff supported the integration of new signal equipment and lighting systems with existing infrastructure, ensuring designs met City standards and were constructible. The improvements enhanced visibility, signal operations and overall safety for motorists and pedestrians along the corridor.



Education

BS, Electrical Engineering, Northern Illinois University

Years of Experience: 24

Registrations and Certifications

Professional Engineer: Colorado, Florida, Georgia, Iowa, Illinois, Kansas, Massachusetts, Michigan, North Carolina, Nebraska, Tennessee, Missouri, Connecticut

SAVE VE Module I

National Council Examiners

Engineering & Survey (NCEES)

Geoffrey leads electrical engineering design for transportation projects, focusing on lighting, signal systems and power infrastructure that support safe and reliable roadway operations. He works closely with design teams, agencies and utility providers to develop practical electrical solutions that meet project requirements while remaining efficient to construct and maintain. His attention to detail and understanding of electrical systems helps ensure designs are coordinated, compliant and perform as intended in the field.

Brice Hammersland, PE, CFM

Stormwater Management

Brice is an experienced drainage and stormwater engineer specializing in hydraulic modeling, stormwater system design and drainage master planning for public agencies and private clients across Colorado. His work includes developing stormwater condition assessments, preparing CLOMR and LOMR submittals and designing detention and water quality facilities in accordance with MHFD and FEMA standards. Brice brings strong technical expertise in hydrologic and hydraulic modeling along with a collaborative approach that supports efficient project delivery, regulatory compliance and resilient infrastructure solutions that protect communities and support long-term system performance.

Denver International Airport - Stormwater Condition Assessment *

Deputy Project Manager: Brice supported a comprehensive stormwater condition assessment for landside infrastructure at Denver International Airport. The project involved inventorying and inspecting approximately 2,600 stormwater structures using a customized GIS Collector application. Data collected in the field was used to develop heat maps and infrastructure prioritization recommendations that helped guide future capital improvement planning. The work required coordination with the DEN survey team to obtain survey shots for each structure and ensure accurate mapping of the stormwater system.

Town of Erie, CO - Summerfield Single Family Development *

Drainage Lead Engineer: Serving as Drainage Lead Engineer, Brice developed the drainage master plan and system design for a 640-acre residential development. He optimized an existing OSP SWMM model to incorporate project-specific details that supported accurate sizing of stormwater infrastructure including detention ponds, reinforced concrete box culverts, open channels and storm sewer systems. By minimizing changes to pond outlet structures, he achieved cost savings while ensuring the system met full build-out conditions. Hydraulic modeling included CUHP/SWMM, HEC-RAS, HY-8 and MHFD spreadsheets, with coordination across geotechnical and survey teams to maintain project schedules.

City of Aurora, CO - Aurora Commerce Center Building E *

Drainage Lead Engineer: For this industrial development adjacent to First Creek, Brice led drainage design using advanced SWMM modeling to size a full-spectrum detention pond and optimize the site's storm sewer system. His design approach minimized pond size while maintaining accurate hydraulic interaction with the adjacent creek. The work included a flood impact study and no-rise analysis using HEC-RAS to support a floodplain development permit. Brice coordinated closely with MHFD regarding channel improvements and floodplain modeling and provided construction support through contractor submittals, RFIs, change orders and as-built documentation.

El Paso County, CO - Eagleview Single Family Development *

Drainage Lead Engineer: Brice led the drainage design for this 100-acre residential development, developing regional detention and creek improvements consistent with the basin drainage plan. He enhanced the existing DBPS hydrologic model with project-specific inputs to accurately size the regional detention pond, culverts, channels and creek improvements. His refined modeling reduced grading quantities and drop structure sizes, generating project cost savings while maintaining compliance with MHFD drainage criteria and regional stormwater standards.

**Project completed prior to joining Benesch.*



Education

BS, Civil Engineering, Minnesota State University, Mankato

Years of Experience: 14

Registrations and Certifications

Professional Engineer: Colorado, Arizona

Certified Floodplain Manager

NASSCO (PACP, LACP & MACP) Certified

Brice leads stormwater management efforts for the team, bringing deep experience in hydraulic modeling, drainage design and floodplain compliance. He works closely with roadway designers and agencies to ensure stormwater systems are not only technically sound but also practical to construct and maintain. By focusing on resilient drainage solutions and clear coordination across disciplines, Brice helps projects move forward efficiently while protecting infrastructure and surrounding communities from long-term stormwater risks.

Jess Hastings, PE

Stormwater Management

Jess brings nearly two decades of experience supporting transportation projects for state and local agencies throughout Colorado and across the United States. His work spans engineering design, construction management, project administration and coordination on complex infrastructure projects, including dozens of federally funded assignments. Jess specializes in railroad coordination, working directly with Class I and shortline railroads to navigate approval processes, negotiate agreements and ensure transportation improvements are delivered safely and efficiently. Having worked with both public agencies and railroad operators, he understands the priorities and constraints of each, allowing him to build consensus and keep projects moving forward while maintaining compliance with railroad standards and requirements.

CDOT Region 4 - US 85 and Weld County Road 44 Peckham Interchange

Railroad Coordination: Jess provided railroad coordination and design support for the proposed Peckham Interchange, which carries Weld County Road 44 over the adjacent Union Pacific Railroad tracks. The project required coordination for right-of-way acquisition, bridge design review and drainage improvements associated with the grade separation. Jess worked with the project team to review design packages prior to submission to UPRR and helped streamline the railroad review process. He also supported negotiations with the railroad if design variances were required, ensuring the project remained on schedule while meeting railroad design requirements.

CDOT Region 1 - I-25 South Gap Project

Railroad Coordination: Jess coordinated with both Union Pacific Railroad and BNSF to support the I-25 South Gap corridor improvements. The project included maintenance activities on an existing UPRR overpass and coordination with BNSF regarding a 1.5-mile segment near the Spruce Mountain Road exit that interfaces with an existing railroad access road. Jess worked with CDOT and the railroads to determine where access needed to remain and where it could be eliminated, helping the project move forward without impacting rail operations. His coordination ensured railroad concerns were addressed early and minimized potential delays during design and construction.

Town of Castle Rock, CO - Crystal Valley Parkway Interchange

Railroad Coordination: Jess led railroad coordination for the Crystal Valley Parkway interchange project involving a new grade-separated overpass near I-25. With significant development occurring in the corridor, the project required close coordination with BNSF to meet railroad requirements and navigate the Colorado Public Utilities Commission approval process. Jess supported plan development, facilitated railroad reviews and helped negotiate the closure of several private at-grade crossings. His coordination efforts helped secure nearly \$1 million in railroad participation funding and ensured the project advanced efficiently through the approval process.

CDOT Region 4 - I-25 North Express Lanes Segments 5 and 6

Railroad Coordination: Jess provided design and construction coordination for the I-25 North Express Lanes project with a focus on railroad coordination and utility relocations. The project included two overpass structures crossing the Great Western Railway and relocation of a major 42-inch high-pressure waterline serving local water districts. Jess worked with the railroads, water districts and construction team to maintain operations while implementing corridor improvements.



Education

BS, Civil Engineering, University of Nebraska—Omaha

Years of Experience: 19

Registrations and Certifications

Professional Engineer: Colorado, Nebraska

SAVE Value Engineering Module I
e-Railsafe Certification

Union Pacific Railroad Traffic
Engineering 101

Roadway Worker Protection
Training

Contractor Orientation Training

Jess leads railroad coordination for transportation projects that interface with active rail infrastructure. Drawing on experience working with both public agencies and railroad operators, he helps project teams navigate coordination, permitting and approval processes efficiently. By maintaining strong communication with railroad representatives and stakeholders, Jess helps ensure projects move forward smoothly while protecting rail operations and supporting successful project delivery.

Travis Greiman, PE, CAMP

ADA Compliance

Travis is a Project Manager with over 16 years of experience delivering roadway, multimodal and infrastructure projects with a strong focus on ADA compliance and accessibility. His experience includes ADA transition plans, sidewalk and curb ramp design, pedestrian infrastructure assessments and implementation of PROWAG-aligned improvements. Travis brings a unique owner-side perspective from his time with the City of Centennial, where he managed capital programs and public works operations, giving him a practical understanding of how accessibility improvements are prioritized, funded and constructed. He works closely with agencies to evaluate existing conditions, develop compliant solutions and implement programs that improve accessibility across transportation networks.

City of Aurora, CO - ADA Transition Plan

ADA Compliance Lead: Travis led the update of the City's ADA Transition Plan, including a comprehensive review of policies, programs and existing infrastructure such as sidewalks, curb ramps and pedestrian facilities. He guided field assessments, public outreach and development of a framework to support long-term ADA compliance. His work provided the City with a clear roadmap for prioritizing and implementing accessibility improvements.

City of Salida, CO - ADA Transition Plan

ADA Compliance Lead: Travis managed development of the City's first ADA Transition Plan, including system-wide field assessments of sidewalks, trails and public facilities. He oversaw public engagement efforts and development of tools for tracking accessibility concerns. The final plan established a structured approach for improving ADA compliance and guiding future capital improvements.

City of Thornton, CO - ADA Transition Plan

ADA Compliance Lead: Travis led development of a comprehensive ADA Transition Plan, including evaluation of City practices, policies and infrastructure. He coordinated staff workshops, public outreach and field data collection and supported development of remediation strategies and implementation planning. His work helped the City establish a long-term, actionable compliance program.

City of Westminster, CO - ADA Transition Plan and Consultation

ADA Compliance Lead: Travis supported a multi-year ADA program including transition plans for public facilities, right-of-way and parks. He led coordination efforts, supported development of design standards and training and conducted accessibility reviews to guide implementation. His work helped the City improve consistency and compliance across departments.

Adams County, CO - ADA Transition Plan Update

ADA Compliance Lead: Travis is leading the update of the County's ADA Transition Plan, including review of existing plans, policies and infrastructure. His work includes field assessments, evaluation of compliance progress and development of updated recommendations to guide future accessibility improvements. The effort supports the County in maintaining compliance while advancing accessibility across its transportation network.



Education

BS, Civil Engineering, University of Colorado - Boulder

Years of Experience: 18

Registrations and Certifications

Professional Engineer: Colorado, Pennsylvania, New Jersey

Certified Municipal Engineer: NJ

Certified Asset Management Professional

Travis leads ADA compliance efforts with a focus on turning policy into practical, buildable solutions. He helps agencies navigate ADA and PROWAG requirements while developing clear, implementable plans that improve accessibility across their systems. By combining technical design experience with an owner's perspective, Travis ensures accessibility improvements are realistic, prioritized and aligned with funding and program goals. His approach helps communities make measurable progress toward compliance while minimizing disruption and keeping projects moving forward.

Andrew Salva, PLS

Survey

Andrew is a licensed professional land surveyor in Colorado (PLS-38700) and California (PLS-9383) with 19 years of experience working alongside highly respected professionals that share his determination of maintaining the highest professional and ethical standards. He has a BS in Civil Engineering from Cal Poly Pomona (2007) and he studied surveying at UC Riverside Extension from 2011-2014. He possesses wide ranging knowledge and experience including aerial, mobile and terrestrial LiDAR mapping, civil design surveying, monitoring surveying, geospatial control networks, construction layout, tidal surveying, boundary retracement and analysis, preparing property descriptions and environmental surveying. He has been with Eugene Lynne since January of 2020 and he is essential to both our field and office operations.

Town of Johnstown

- » State Highway 60 & Carlson Blvd—Surveyor responsible for processing design survey deliverable in MicroStation ORD.
- » State Highway 60 and County Road 13—Surveyor who oversaw the production of planimetric, topography and boundary design survey.
- » Country Acres (Sandra Drive Storm) Emergency Repair— Surveyor who developed the design survey documentation for emergency drainage repair.
- » Colorado Blvd and Roosevelt Roundabout—Surveyor responsible for assembling the design survey data and encumbrances for new roundabout. Construction complete August 2025.
- » CR3 Intersection Realignment—Surveyor responsible for combining drone data and conventional survey into design survey file for proposed intersection realignment at CR3 and Hwy 34.

Weld County

- » WCR 13/50 Intersection Realignment—Surveyor responsible for assembling design survey and ROW documentation for intersection improvements.



Education

BS, Civil Engineering, Cal Poly Pomona

Years of Experience: 19

Registrations and Certifications

Licensed Professional Land Surveyor: Colorado, California

Eugene Lynne

Andrew will lead the surveying efforts for this project. He will ensure that the survey is accurate and seamlessly integrates with the SUE and ROW plans. His team along with Bensch have completed multiple pedestrian related projects throughout Colorado's Front Range. Andrew will ensure that the survey team collects accurate detailed measurements of each sidewalk panel within the survey limits to ensure that the design team accurately determines how many panels need to be removed to install the new HAWK crossing, eliminating unnecessary removals and sawcuts.

Kelsey Bibo, RPA

Environmental

Kelsey is a Cultural and Historical Resources Manager with more than 11 years of experience in cultural resource management and environmental compliance. Her expertise includes data collection and analysis, GIS and database management, archival research and National Historic Preservation Act (NHPA) compliance. Kelsey has supported NEPA documentation including Categorical Exclusions, Environmental Assessments and Environmental Impact Statements, as well as Section 4(f) compliance, report writing and quality assurance reviews. She has served as a lead archaeologist and principal investigator on cultural resource projects and works closely with agencies and project teams to ensure regulatory compliance and efficient project delivery.

- » Wilson Avenue Sidewalk and Road Improvements in Loveland, CO (2026) — categorical exclusion clearances for signal, gutter and sidewalk improvement project with Colorado Department of Transportation (CDOT) oversight
- » Weld County Roads 13 and 50 in Johnstown, CO (2025–2026) — categorical exclusion clearances for roundabout construction project with CDOT oversight
- » Evans Ditch in Evans, CO (2024) — categorical exclusion clearances for pedestrian trail construction project with CDOT oversight
- » Monroe Street Bridge Improvements in Loveland, CO (2023–2024) — categorical exclusion clearances for sidewalk installation and bridge replacement project with US Army Corps of Engineers (USACE) oversight
- » Larimer County Road 70 Improvements in Wellington, CO (2023–2024) — categorical exclusion clearances for road widening and bike lane construction project with CDOT oversight
- » St. Vrain Regional Trail Extension in Lyons, CO (2023–2024) — categorical exclusion clearances for pedestrian and bike trail construction project with CDOT oversight
- » Signal Improvements at Weld County Road 13 and State Highway 60 in Johnstown, CO (2023) — categorical exclusion clearances for signal improvement project with CDOT oversight
- » Acres Green Signalization Improvements in Lone Tree, CO (2023) — categorical exclusion clearances for signal, gutter and sidewalk improvement project with CDOT oversight
- » Goat Hill Neighborhood Infrastructure Improvements in Denver, CO (2023) — categorical exclusion clearances for stormwater, gutter and sidewalk improvement project with USACE oversight



Education

MA, Historic Archaeology, University of West Florida

BA, Archaeology, Mercyhurst College

Years of Experience: 11

Registrations and Certifications

Registered Professional Archaeologist

SOI Professional Qualification Standards in Archaeology and History



Kelsey leads cultural resource compliance efforts for transportation projects, helping teams navigate NEPA and NHPA requirements efficiently. She works closely with agencies, designers and stakeholders to identify potential cultural resource constraints early and develop clear documentation that supports timely approvals. Her experience and familiarity with local projects help streamline the compliance process and reduce risk to project schedules.

Courtney Wallace, SR/WA-TN

ROW / Utility Coordination

Courtney is a Senior Right-of-Way Acquisition Professional with 9 years of experience in land acquisition for transportation projects such as sidewalks, trails, roundabouts, roadway expansions and water pipelines. She has worked on numerous projects throughout Colorado and Weld County as the primary acquisition agent and has earned CDOT pre-qualification status for acquisition on federally funded projects. Recognized in 2024 as the Colorado Professional of the Year by IRWA Chapter 6 for outstanding achievements and leadership in the field. She holds a master's degree in public policy, providing a robust foundation for navigating regulatory frameworks and engaging with stakeholders. Adept at public engagement and utility relocation coordination, with a proven track record of successful negotiations, project compliance and strategic land acquisition, she is able to bridge the gap between all stakeholders. Courtney is an accepted expert witness for any court in Colorado and has presented testimony regarding good faith negotiations in eminent domain cases.

- » TAP M455- 156 City of Fort Collins – Laporte Avenue Sidewalk and Roadway Improvements | ROW Lead
- » STU M377-007 Town of Windsor – SH257 & Eastman Pk Intersection Improvement | ROW Lead
- » SAR M040-038 - City of Arvada - Secrest Elementary Safe Routes Sidewalk Improvement Project | ROW Acquisition Oversight
- » STU C030-078 Weld County – WCR 33/74 Intersection Improvements - Roundabout | ROW Lead
- » STU C030-097 Weld County – WCR 50/13 Intersection Improvements Roundabout | ROW Lead and Utility Coordination
- » MTF M830-103 City of Loveland – US287 Sidewalk Gap | ROW Oversight
- » TAP M702-001 Town of Kersey, CO | Centennial Trail Connection Acquisitions | ROW Lead
- » STU M835-005 Town of Lyons, CO | St Vrain Trail Connection | Landowner and utility provider outreach
- » ARPA M193-002 City of Centennial | Lone Tree Creek Trail Underpass | ROW Lead
- » FBR 2872-020 SH40 Weld County | Bridge Replacement | Landowner communications and utility coordinator



Education

MPP Public Policy, University of Denver

BA History, Colorado State University

Years of Experience: 9

Registrations and Certifications

IRWA Senior Right-of-Way Agent-Transportation

CDOT Pre-Qualified ROW Acquisitions Agent Certification



Courtney will lead the right-of-way and utility coordination efforts. She will work directly with landowners, agencies and utility providers to navigate negotiations and meet federal and state project requirements. Her ability to balance landowner and utility concerns helps keep projects on schedule and reduces risk during design and construction. She has thorough knowledge of ownership and key connections throughout Johnstown and the North Front Range.

Cameron Greer, PE

Subsurface Utility Engineering

Cameron has 19 years of experience in utility surveying, CAD and Subsurface Utility Engineering (SUE) project management and has been with Utility Mapping Services since December 2005. Cameron manages Phase I and Phase II SUE operations including data acquisition, processing, review and analysis and serves as the primary point of contact for Colorado projects. He works closely with engineering teams, utility owners and contractors to identify and resolve potential utility conflicts early in the design process. His responsibilities include managing utility data in OpenRoads Designer, interpreting survey and designation data and preparing preliminary and final mapping deliverables. Cameron also ensures SUE data is accurately georeferenced to plans, profiles and cross sections to support design coordination and construction planning. His experience includes survey data collection using RTK GPS and robotic total stations, establishing project control and locating control points. Cameron has supported projects for state transportation departments in ten states and since 2008 his primary focus has been managing SUE projects. He is trained in Bentley's OpenRoads Designer and SUE modeling software used to develop 3D representations of existing underground infrastructure. In 2015, he participated in Bentley's Be Inspired Awards competition, where UMS was named a finalist in the Utilities and Communications category for a 3D existing utility model he developed for a high-pressure gas main project along SR-510 in Lacey, Washington.



Education

BS, Construction Engineering Technology, Montana State University

Years of Experience: 19

Registrations and Certifications

Professional Engineer: Colorado, Montana, South Dakota



- » WCR13 and WCR50, Johnstown, CO – Weld County
- » Colorado-Roosevelt Roundabout, Johnstown, CO – Town of Johnstown
- » Sandra Drive, Johnstown, CO - Town of Johnstown
- » SH60 and Colorado Blvd, Johnstown, CO – Town of Johnstown
- » I-25 and Mulberry, Fort Collins, CO – CDOT
- » SH60 and Carlson, Johnstown, CO – Town of Johnstown
- » Kersey Sewer Line, Kersey, CO – Hoshiko
- » Vine and Lemay, Fort Collins, CO – City of Fort Collins
- » North Dry Gulch, Lakewood, CO – Mile High Flood District
- » Facility Perimeter Security, Denver, CO – City and County of Denver
- » 120th Avenue, Washington to York, Northglenn, CO – City of Northglenn
- » South Kipling Parkway, Jefferson County, CO – Jefferson County
- » Vine and Lemay, Fort Collins, CO – City of Fort Collins
- » Gun Club Road, Aurora, CO – City of Aurora
- » Washington Street, Denver, CO – City and County of Denver
- » 52nd and Emerson, Denver, CO – City and County of Denver
- » Imboden Road, 56th Avenue to 64th Avenue – Aurora, CO – City of Aurora
- » SH-52 and US-287 – Longmont, CO - Colorado Department of Transportation
- » US-34; Denver Avenue to Rocky Mountain Avenue – Loveland, CO – City of Loveland
- » Dartmouth Avenue Bridge Widening – Englewood, CO – City of Englewood
- » Ridge Road Widening, Castle Rock, CO – Town of Castle Rock
- » Colorado Front Range Trail at Castle Rock – Town of Castle Rock

Cameron leads subsurface utility engineering efforts to ensure underground infrastructure is accurately identified and documented before design and construction begin. His experience coordinating with utilities, engineers and survey teams helps project teams identify conflicts early and avoid costly surprises in the field. By delivering precise, well-organized utility data, Cameron helps streamline design coordination and supports safer, more efficient project delivery.

E. FIRM LOCATION & WORKLOAD

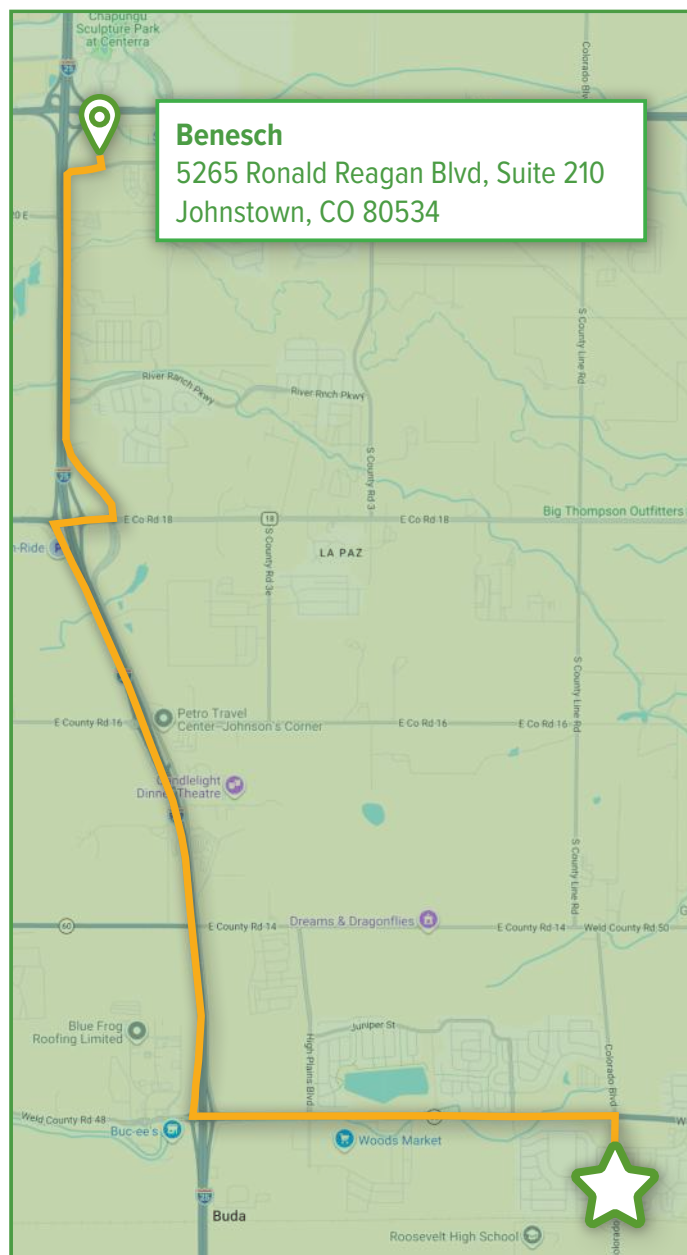
Benesch's familiarity with the Town of Johnstown and surrounding northern Colorado communities is grounded in direct project delivery and a strong record supporting municipal roadway and multimodal improvements. Through regional pedestrian and corridor safety projects, our team understands how to integrate pedestrian infrastructure within active corridors, including ADA accessibility, drainage, traffic operations and right-of-way constraints. This experience directly supports the Elwell Elementary Safe Routes to School improvements, including a HAWK crossing, ADA ramps, sidewalks, signage and striping along Colorado Boulevard.

Benesch has established a dedicated office in Johnstown, located approximately 12 minutes from the corridor, allowing our team to respond quickly, attend in-person meetings, conduct field reviews and maintain close coordination with Town staff and stakeholders. Combined with support from our Denver office, this structure provides both local responsiveness and the technical capacity needed to meet CDOT Local Agency requirements for this federally funded project.

Commitments and Staffing

Benesch maintains a disciplined staffing and resource management process to deliver projects on schedule while maintaining high quality. A continuously updated company-wide database tracks commitments, workloads and staff availability across offices and disciplines, allowing leadership to confirm team capacity before assignment.

Once underway, a detailed staffing plan outlines hours, responsibilities and milestone deliverables, with workloads monitored and adjusted as needed. Johnstown-based staff, supported by the Denver office, provide consistent local presence backed by technical depth. Staffing is routinely evaluated to remain aligned with project priorities and scale during key milestones such as preliminary design, environmental coordination, right-of-way review and final engineering. This approach ensures consistent attention and reliable delivery throughout the project.



Availability/Workload

John Moschovich, PE, PTOE - Project Manager

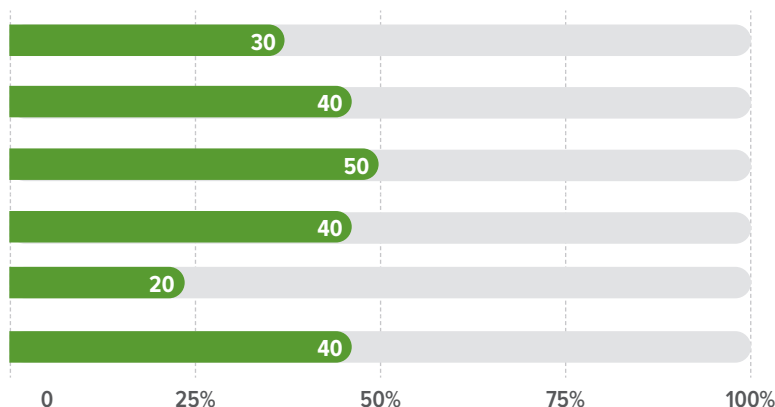
Michael Romero, PE - Traffic Signal

Matt Federbusch, EIT - Traffic Design

Samuel Gens, EIT - Roadway

Brice Hammersland, PE, CFM - Stormwater Management

Austin Fling, EIT - Stormwater Management



F. APPROACH TO THE WORK & ANTICIPATED DESIGN CONCEPTS

Project Understanding

Benesch understands the Town of Johnstown's need to provide convenient and safe multimodal access within the SRTS grant budget, particularly along routes to and from local schools and parks. Benesch has played an integral role in the Town's expansion, particularly along the CO 60 and Colorado Boulevard (Weld County Road 13) corridors, developing corridor cross sections, intersection control recommendations, traffic studies and design plans for traffic signals and roundabouts. Through CO 60 projects in Johnstown and other projects throughout CDOT Region 4 the assembled team has regularly been involved in the local agency process and maintains relationships throughout CDOT. This experience will aid Benesch in applying our pedestrian and SRTS expertise to develop a design that connects nearby residents while improving safety for pedestrians, cyclists and motorists.

The Colorado Boulevard corridor continues to experience rapid residential growth centered around Elwell Elementary and Roosevelt High Schools. Retail and commercial development is also expected to increase and Colorado Boulevard will ultimately be expanded to meet the Town's arterial roadway standards. The corridor currently includes a mix of cross sections, with up to six lanes in some areas and a reduction to two lanes near CO 60 and the Great Western Railroad crossing. Ultimately, the corridor will be expanded to include four travel lanes, turn lanes, a raised median, bike lanes and curb and gutter. Along the corridor, only two intersections currently provide, or will soon provide, safe pedestrian crossings and these locations are more than 4,000 feet apart, resulting in limited safe pedestrian connections between nearby neighborhoods, parks and schools.

Need for Safe and Accessible Crossing Improvements

With rapid local growth, increasing vehicular traffic volumes, an ultimate roadway cross section that increases the number of lanes pedestrians must cross and the lack of safe and convenient crossing locations, it has become imperative that the Town provides a safe crossing point along the Colorado Boulevard corridor. This need is further exacerbated by the presence of Elwell Elementary and nearby neighborhoods. These tight-knit and well-connected neighborhoods present an opportunity to increase multimodal access by providing a safe route between the school and neighborhoods to the east of Colorado Boulevard. Because Elwell is an elementary school, there is an additional factor of higher numbers of younger and smaller children, further escalating the need for a safe crossing. Due to their stature, young children are less visible to motorists and walk at slower speeds, requiring longer crossing intervals. Additionally, a HAWK crossing will provide high school students living northeast of Roosevelt High School with a safer and more direct route across Colorado Boulevard compared to the roundabout at Roosevelt Parkway. Due to this combination of factors, the Town has secured Safe Routes to School funding to install a HAWK along Colorado Boulevard between CO 60 and the Great Western Railroad crossing.

Relevant Experience in Pedestrian Safety Design

Benesch has extensive experience delivering pedestrian and traffic calming infrastructure. This includes studies to determine appropriate locations and types of pedestrian crossings, evaluations of traffic calming measures to reduce speeds and improve safety and the design of pedestrian crossings such as HAWK signals, pedestrian traffic signals and rectangular rapid flashing beacons (RRFBs), as well as ADA-compliant curb ramps. These projects have been completed across urban, suburban and rural environments, serving schools, parks, neighborhoods, event spaces and local and regional trail systems. Benesch understands where and how to safely implement pedestrian crossings across a wide range of conditions.

Project Approach

Stakeholder Engagement, Crossing Location Strategy and Conceptual Design

For this project, Benesch will utilize a stakeholder engagement and conceptual design period to determine the optimal location for the HAWK crossing and refine the desired design elements. To accomplish this, Benesch will work with the Town to develop a list of stakeholders that may include Elwell Elementary School, Roosevelt High School, the Weld County RE-5J School District, local advocacy groups, neighborhood groups and local residents. Benesch will begin by engaging stakeholders to assist in identifying the optimal crossing location. An informational meeting or a series of meetings will be used to understand who currently crosses the roadway, who may cross once the crossing is installed, where these trips originate and end and the community's concerns and preferences. This collected information, combined with pedestrian crossing design standards, sight triangle requirements and our experience, will be used to identify a crossing location that is convenient for residents while also ensuring safe approaches and clear visibility for both vehicles and pedestrians.

Benesch then intends to develop a conceptual layout of the HAWK signal and related infrastructure including curb ramps, striping and roadway traffic calming infrastructure, should roadway cross sections allow for improvements that can reduce crash potential and increase user comfortability. This concept or potentially concepts, should multiple locations or solutions be considered, will be produced on aerial images. An initial assessment of the project area indicates that the north side of the Silverbell Drive/Sparrow Drive intersection would be a likely candidate for the HAWK crossing. This location is central to the two existing neighborhoods south of CO 60 and north of the Great Western Railroad, while also being approximately halfway between these two routes reducing the potential for impacts from queued vehicles. There are existing parks along Sparrow Drive and importantly Elwell Elementary School resides on the north side of Silverbell Drive. Since both the school and crossing are on the north side of Silverbell Drive pedestrians and importantly school children would not have to cross an east-west roadway west of Colorado Boulevard.

This location does have the drawback of crossing six lanes of traffic, however traffic calming infrastructure could be implemented to help reduce crossing distances. A center median could be installed to create a pedestrian refuge island and the southbound right turn lane removed to further reduce the crossing distance. Both traffic calming strategies would likely also have the benefit of reducing speeds on Colorado Boulevard. Vehicular traffic may also benefit from the implementation of positive offset left turns for northbound and southbound left turning traffic. Positive offset left turns are shown to reduce accidents caused by sightline issues where a turning vehicle cannot see past the opposing turning vehicle resulting in crashes with vehicles proceeding through the intersection. Following the development of the conceptual design Benesch recommends that a town hall meeting is held to communicate the HAWK plan and solicit feedback from the community. This feedback will aid Benesch and the Town in the final design of the HAWK signal and related crossing infrastructure. Benesch can utilize 3D visualization tools to develop exhibits to aid in the communication of conceptual plans to stakeholders in formats that are easier to digest.



Example of HAWK 3D Visualization

Survey, SUE and Environmental Coordination

Following this town hall meeting and with approval from the Town Benesch will direct Eugene Lynne to conduct the field survey, UMS to conduct preliminary SUE investigations and Tiglas to begin environmental clearances. Producing the conceptual design on aerials and achieving Town and community approval prior to the design phase will reduce the footprint of the survey area and throwaway survey. Benesch's team regularly works within CDOT Region 4's local agency process and understands the requirements for each clearance and has learned various lessons from recent projects. These lessons include lengthy environmental reviews requiring Tiglas to swiftly complete reviews and submit materials to CDOT to ensure clearances are completed prior to 2027 construction, minimal meeting capacity requiring CDOT review meetings set weeks or even months beforehand and difficulty in receiving review comments requiring consistent communication and/or multiple meetings to ensure reviews and comments are completed in a timely manner. Benesch intends to communicate with CDOT early in the design process notifying them of the intended schedule and including CDOT on all review meetings and further utilizing progress meetings to increase communication as necessary.

Preliminary Design (30% / FIR)

Benesch will then begin development of the HAWK signal, roadway and drainage design as agreed upon with the Town. This preliminary design phase will also include an analysis to determine if the HAWK would benefit from crosswalk lighting should the location be sufficient far from existing roadway lighting. Preliminary design will focus on the placement of design elements that meet Town and CDOT standards while fitting into the ultimate roadway cross section. This preliminary design will be developed to a 30% (FIR) level. At this time a cost estimate will be produced and with the preliminary plan set submitted to the Town and CDOT for review. A review meeting will be held with the Town and CDOT personnel to review the initial plan submittal and ensure that the design meets necessary standards while obtaining feedback on necessary items to include in the next design submittal.

Design Review and Coordination

Comments from the 30% submittal will be entered into a comment resolution matrix that the Benesch team will utilize to track comments and resolutions. This matrix will be made available to the Town with the 90% submittal. Alongside the 30% review comments from the Town, the Benesch team will request that the Town provide approval for the mast arm locations, this will be a critical item. With this approval Benesch will direct UMS to complete caisson clearance holes and provide preliminary findings so that the final

design phase can move forward. Once these caisson locations are cleared of utilities the mast arm lengths will be set and the Town may decide to order long lead time items, such as these mast arms, which may require six or more months for delivery.

This final design phase will include any necessary utility and right-of-way coordination to be completed by P2P. Having firsthand knowledge of the Colorado Boulevard corridor, the project team is aware that many utilities are present along the corridor including common utilities like electric, gas and fiber optic and future plans for a Northern Integrated Supply Project (NISP) water main. Parcel2Permit will also work with the design team and Xcel Energy to coordinate the signal meter connection. Should right-of-way be required to install the HAWK signal and related infrastructure, right-of-way plans will be developed and meetings held with landowners to purchase right-of-way or implement permanent or temporary easements.

Final Design (90% / FOR) and Deliverables

The final design of the HAWK signal, roadway elements and necessary drainage and stormwater management will focus on developing detailed plans. Items such as curb line profiles, curb ramp point tables and one-line diagrams will be completed during this design phase. These detailed plans will be developed to a 90% (FOR) level in which the team intends the plan set and accompanying cost estimate and project specifications to be in a near final state. This 90% submittal will be provided

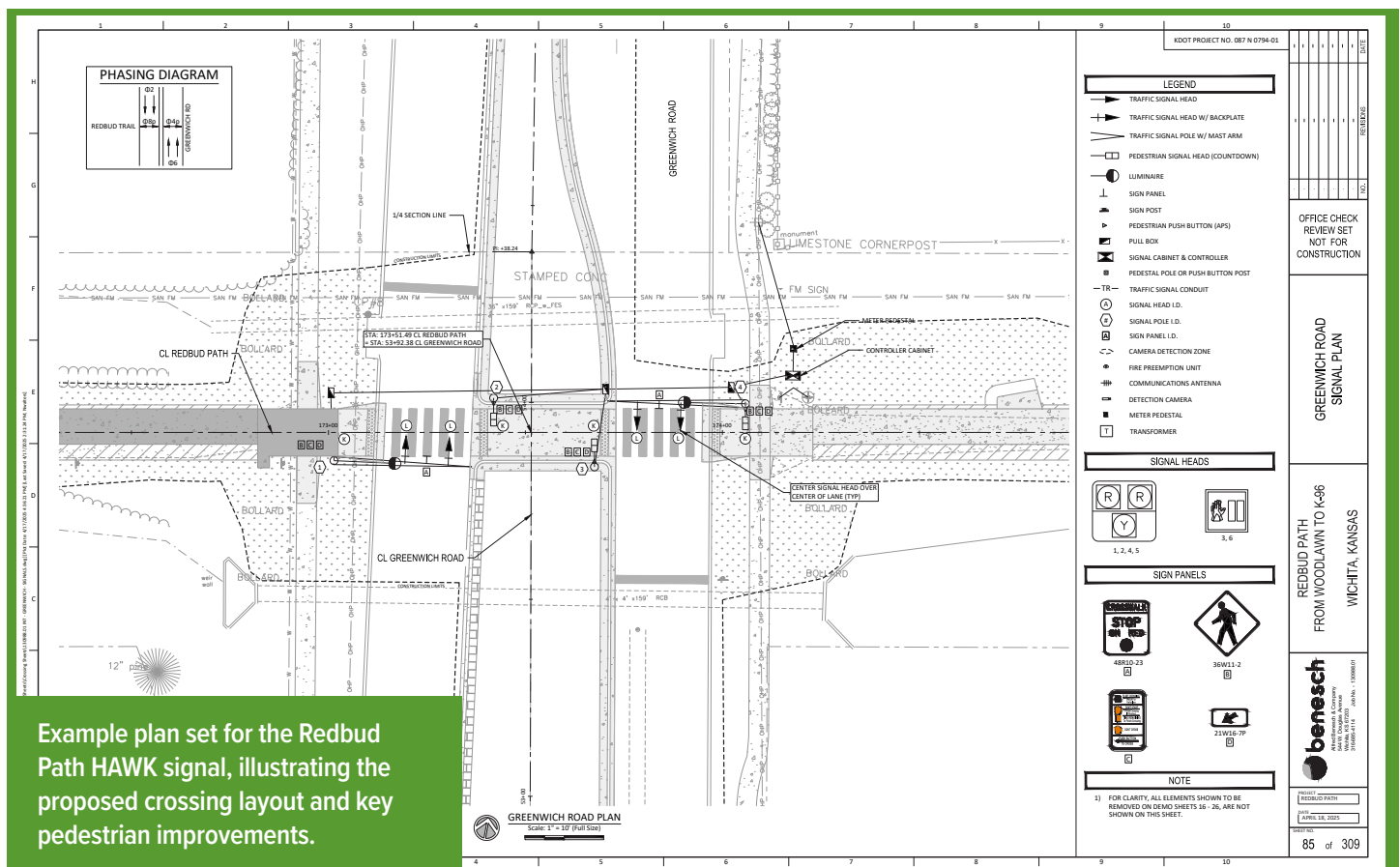
to the Town and the CDOT for review and comments from a review meeting and plan set reviews will again be captured in a comment resolution matrix. Final comments from this matrix will be incorporated into the plan set, cost estimate and specifications and an advertisement ready plan set will be provided to the Town.

Bidding and Construction Support

Benesch will provide additional hours following the final submittal to support the Town with the bidding process and issues that may arise during construction of the project as needed. During the bidding process Benesch will be available to attend a pre-bid meeting and similarly be available to attend a pre-construction meeting with the chosen contractor to address any design-related questions. Should comments from these meetings or during construction arise Benesch will provide plan set revisions in a timely manner.

Schedule Commitment and Grant Compliance

Benesch understands that the Safe Routes to School grant has a September 2027 deadline for the use of the appropriated funds and Benesch intends to follow the schedule included in this proposal to keep the project on track to construct the HAWK crossing during the spring and summer of 2027. Benesch is excited for the opportunity to continue our relationship with the Town, continue the development of the Colorado Boulevard corridor and provide a safe crossing project to connect the Johnstown community.



G. QUALIFICATIONS

Benesch brings extensive experience delivering transportation and pedestrian safety improvements throughout Colorado, including projects completed under CDOT Local Agency requirements. Our team understands the standards, federal funding requirements and coordination necessary to move projects efficiently from design through construction while meeting community safety and accessibility goals. Through our continued work with the Town of Johnstown, our team has developed a strong understanding of local priorities, corridor conditions and coordination processes, allowing us to anticipate challenges, streamline decision-making and deliver practical, cost-effective solutions that align with the Town's objectives.

The following projects highlight Benesch's experience delivering transportation and pedestrian safety improvements similar in scope and complexity to the Elwell Elementary SRTS Project. These examples demonstrate our ability to coordinate with local agencies, meet regulatory requirements and deliver safe, cost-effective solutions that improve access and mobility.



Key Personnel

Michael Romero

Reference:

Mark Schreiner, PE

P: 785-368-3842

E: mschreiner@topeka.org

Evaluation of a Pedestrian Crossing at SE 37th St & SE Illinois Ave

City of Topeka, KS

Benesch completed an evaluation of a pedestrian crossing at SE 37th Street and SE Illinois Avenue as part of a broader effort to improve pedestrian safety and accessibility. The work was performed under an on-call traffic engineering contract and involved assessing existing conditions, pedestrian demand and safety considerations to determine appropriate crossing improvements.

The evaluation focused on traffic volumes, sight distance, pedestrian activity and overall corridor conditions to identify effective and practical improvements. Benesch's team applied local knowledge and technical expertise to review existing operations and evaluate potential solutions, while also considering ADA and PROWAG compliance and opportunities to strengthen connectivity for nearby residents and schoolchildren.

The resulting recommendations were tailored to operational needs and available funding, supporting safe and accessible pedestrian travel within the surrounding neighborhood. This effort reflects Benesch's experience delivering responsive traffic engineering studies that translate field data and safety analysis into practical, implementable improvements.



Key Personnel

John Moschovich, John Sabo

Reference:

Christina Lane

P: 303-358-8018

E: clane@jeffco.us

Coal Mine and Van Gordon Alternative Study

Jefferson County, CO

Benesch partnered with Jefferson County to complete the Coal Mine Avenue and Van Gordon Way Alternatives Study, a focused evaluation aimed at improving pedestrian safety and accessibility at a key intersection in Jefferson County, Colorado. The study addressed concerns related to pedestrian crossings and intersection operations, with the goal of identifying a safe and practical crossing solution that serves both existing and future users of the corridor.

The project began with detailed field reviews and peak-hour traffic observations to document existing conditions and operational characteristics. Using traffic modeling tools such as Synchro, the team analyzed intersection performance under current and projected traffic volumes to determine the appropriate number of travel lanes and evaluate potential improvements. Based on this analysis, Benesch developed several concept-level alternatives, including a no-build scenario, installation of a Rectangular Rapid Flashing Beacon (RRFB) and a High-Intensity Activated Crosswalk (HAWK).

Community input was incorporated through a virtual town hall meeting where alternatives were presented and feedback was collected from residents, stakeholders and county staff. Public input was combined with technical analysis and cost considerations to guide selection of a preferred alternative. Within two months, including the public comment period, Benesch delivered a Final Design Report recommending a preferred solution and providing Jefferson County with a clear path forward to improve pedestrian safety and intersection operations. **Following construction this project was spotlighted in the Institute of Transportation Engineer's Pedestrian Safety Showcase.**

**Key Personnel**

Travis Greiman

Reference:

Bill Rush

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North Star Elementary School Safe Routes and ADA Accessibility Assessment

City of Thornton, CO

Benesch performed an accessibility audit of the neighborhood surrounding North Star Elementary School in Thornton to evaluate the safety and accessibility of pedestrian routes serving the school. The team conducted a detailed field assessment of sidewalks, curb ramps, crossings and pedestrian facilities to determine compliance with ADA and PROWAG requirements. Following the field review, Benesch analyzed the collected data and identified gaps in connectivity, accessibility barriers and locations where pedestrian safety improvements were needed. Recommendations were developed to improve neighborhood connectivity and overall accessibility, including establishing new pedestrian access routes, widening sidewalks where constrained conditions existed, upgrading curb ramps to meet ADA standards, installing high-visibility crosswalk markings and implementing appropriate pedestrian signage. The final report provided the City with prioritized improvements that support safer walking routes to school and help advance compliance with ADA accessibility requirements.

**Key Personnel**

John Moschovich

Reference:

Christina Lane

P: 303-358-8018

E: clane@jeffco.us

Valley Parkway Stop Sign Analysis Study

Jefferson County, CO

Benesch conducted field reviews and observed weekday peak hour traffic operations at key intersections during school ingress and egress periods. Using these observations, along with collected traffic and pedestrian data, the team evaluated roadway conditions and intersection performance, including crash history, traffic volumes, operating speeds, pedestrian infrastructure and existing traffic calming measures. Stop sign warrant analyses were completed at each intersection to identify opportunities for additional control and improved pedestrian safety. Potential pedestrian treatments were assessed for effectiveness and targeted traffic calming strategies were developed and recommended to the County. All findings and recommendations were documented and submitted in a comprehensive project report.

**Key Personnel**

John Moschovich, Geoff Thiesse

Reference:

James Wagner, PE

P: 316-268-4636

E: jwagner@wichita.gov

Redbud Ped/Bike Trail & Pedestrian Overpasses

City of Wichita, KS

The Redbud Path project in Wichita transforms a former BNSF railway corridor into a vibrant multi-use trail, enhancing connectivity and recreational opportunities for the community. Benesch was selected by the City of Wichita to design and upgrade a 3.5-mile section of the Redbud Path, extending from Woodlawn Boulevard to K-96 and continuing toward Andover. The project features a nine-foot-wide concrete trail with a four-foot-wide gravel running path, providing a durable and accessible surface for both pedestrians and cyclists.

Key enhancements include the installation of a RRFB roadway crossing, two HAWK signal roadway crossings, five reinforced concrete boxes and three pre-fabricated bridge structures, which required coordination across multiple design disciplines. The trail also incorporates three strategically located pause points equipped with benches, bike racks and trash receptacles, creating inviting spaces for rest and social interaction. Coordination with the biking community, neighborhood associations and a public artist ensures the trail reflects local character and meets the needs of diverse users.

The Redbud Path is a critical link in Wichita's growing trail network, offering safe, ADA-compliant access for recreation and active transportation. The project's thoughtful design and community-focused approach have made it a popular destination for residents and visitors, supporting the City's vision for a more connected, healthy and active community.

CDOT Local Agency Experience

Benesch has extensive experience delivering roadway, bridge, trail and multimodal projects for local agencies under CDOT oversight. Our team understands CDOT Local Agency requirements, including documentation, approvals and coordination needed to keep projects on schedule and maintains strong working relationships with CDOT Region staff and local agency managers. Representative examples are provided below.

25+
CDOT LA Projects
(Last 5 years)



Key Personnel

John Moschovich, John Sabo,
Johnny Olson, Samuel Gens

Reference:

Matt LeCerb

P: 970-587-4664

E: mlecerf@johnstowncgo.gov

State Highway 60 & Colorado Boulevard Intersection Improvements

Town of Johnstown, CO

Benesch completed a feasibility study for the State Highway 60 corridor to evaluate future lane configurations and intersection improvements between I-25 and Weld County Road 19. The study validated the earlier Environmental Overview Study by incorporating current and planned development data into the North Front Range traffic demand model. Working closely with the Town of Johnstown, CDOT and local developers, the team evaluated multiple corridor and intersection alternatives to address increasing traffic demand while supporting multimodal access and safe pedestrian crossings.

Using traffic modeling and conceptual design analysis, Benesch evaluated 13 intersections and developed recommended lane configurations and improvement concepts for the corridor. The study defined future roadway needs and advanced a priority signal design at Carlson Boulevard, enabling early approval of plans, specifications and estimates and accelerating implementation of the improvement. The corridor study was completed on schedule and provided the Town with a clear framework for guiding future transportation improvements along SH 60.



Key Personnel

John Moschovich, Austin Fling,
John Sabo, Johnny Olson

Reference:

Matt LeCerb

P: 970-587-4664

E: mlecerf@johnstowncgo.gov

State Highway 60 Feasibility Study

Town of Johnstown, CO

Through the SH 60 Feasibility study Benesch completed a signal warrant analysis and modeled intersection alternatives at the SH 60 and Carlson Boulevard Signal. With the future SH 60 cross section determined Benesch completed final design for a new traffic signal at this priority intersection. The project was initiated to address increased traffic and pedestrian activity associated with construction of the new Elwell Elementary School. Because the signal is located on a CDOT facility and funded through a multimodal grant, the project was delivered in accordance with the CDOT Local Agency process and required close coordination with both the Town and CDOT throughout design.

Benesch prepared preliminary and final design plans, specifications and bid documents, supported by topographic survey and subsurface utility engineering investigations. Improvements included installation of a new traffic signal with mast arms, ADA compliant curb ramps and connections to adjacent multi-use paths to support safe pedestrian and bicycle access. Benesch also provided construction project management and inspection services to support implementation of the improvements, enhancing safety and operations at a key access point serving the surrounding community and nearby school.

Mountain Corridor Vehicle Restriction Traffic Study - Jefferson County, CO

This countywide initiative identified County-maintained corridors that may need vehicle restrictions to improve safety and operations. Benesch evaluated 23 mountainous corridors for geometric constraints and potential vehicle length restrictions, developed a methodology, oversaw data collection and analysis, identified controlling curves, modeled truck turning templates and recommended restrictions. Draft sign panels were created for County review and sign placement was mapped along each corridor. The findings will help Jefferson County develop ordinance language to enhance roadway safety and operations for all users.

"This study offered many challenges due to its unique nature and the results delivered by Benesch were fully in line with what was expected and then some."

Levi Laguardia
Jefferson County, CO

**Key Personnel**

Travis Greiman

Reference:

Anthony Devita

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E: adevita@centennialco.gov

Arapahoe Road Side Paths

City of Centennial, CO

Benesch is leading the design of the Arapahoe Road Side Paths project, a federally funded effort to improve pedestrian accessibility along Arapahoe Road between Peoria Street and Jordan Road. The project includes installation of new infill sidewalks on both sides of the corridor, replacement of noncompliant curb ramps and construction of a new concrete fence to replace an existing wooden fence. The design addresses right of way constraints, drainage considerations and coordination with adjacent property owners and utilities while meeting ADA and PROWAG requirements.

Benesch is advancing the design while supporting environmental clearances, right of way coordination and CDOT Local Agency requirements. Sidewalk sections are being developed to fit within existing corridor constraints, with typical detached eight foot sidewalks where feasible and narrower attached sections where needed to minimize impacts. The project also requires water quality considerations within the Cherry Creek Basin Water Quality Authority area, with stormwater treatment strategies integrated into the corridor design to support long term environmental compliance and improved pedestrian connectivity.

**Key Personnel**

Travis Greiman

Reference:

Casey Carlson, PE

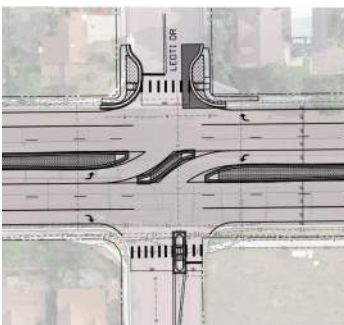
P: 720-438-0571

E: casey.carlson@lafayetteco.gov

Lafayette Sidewalk and Trail Connectivity Improvements

City of Lafayette, CO

Benesch is providing design services for sidewalk infill and multimodal connectivity improvements for the City of Lafayette through a state-funded Local Agency project. The project focuses on improving pedestrian and bicycle access along key community corridors, including installation of new sidewalk along Baseline Road (SH 7), development of a crusher-fine trail along Emma Street and implementation of paint-and-post pedestrian and bicycle upgrades along 112th Street. The design effort includes replacement of non-compliant curb ramps, improved pedestrian crossings and connections to existing sidewalks and trail networks to close critical gaps in the City's active transportation system. Through these improvements, Benesch is helping the City enhance ADA accessibility, strengthen neighborhood connectivity and provide safer routes for pedestrians and cyclists traveling to schools, parks and nearby community destinations.

**Constitution Avenue and Peterson Road Improvements**

El Paso County, CO

Benesch partnered with El Paso County to evaluate safety and operational improvements at the Constitution Avenue and Peterson Road intersection in the Cimarron Hills area. The intersection serves nearby neighborhoods, schools, childcare facilities and businesses and had experienced several crashes, including recent pedestrian fatalities. Benesch conducted a comprehensive traffic impact study analyzing current and projected operations at the intersection and eight nearby intersections. The study included traffic volume collection, crash analysis and peak hour capacity evaluations, with particular focus on school related traffic and pedestrian activity.

Key Personnel

John Moschovich, Michael Romero, Matt Federbusch, John Sabo

Reference:

Alissa Werre

P: 719-238-8080

E: alissawerre@elpasoco.com

Using traffic modeling and engineering analysis, the team developed recommendations to improve intersection safety and operations, including signal retiming, enhanced pedestrian signage and potential hardscape improvements. The study also evaluated crosswalk conditions, sight distance, intersection lighting and missing sidewalk connections. Benesch coordinated closely with El Paso County and local stakeholders throughout the process, providing technical analysis and practical recommendations to improve safety and mobility at this critical intersection. The resulting improvements support safer pedestrian crossings and more efficient traffic operations for the surrounding community.



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Town Council Agenda Communication

Agenda Date: July 6, 2026

Subject: Contract with AWC Inc. for the Purchase of Water Treatment Plant DAF Skimmer Equipment

Attachments:

1. AWC Contract for DAF Skimmer Equipment
2. AWC Proposal for DAF Skimmer Equipment

Presented by: Greg Venette, Utilities Director

Agenda Item Description:

The Town's Water Treatment Plant currently utilizes a Dissolved Air Flotation (DAF) system as its primary pre-treatment process. The DAF system removes 90-95% of raw water turbidity, conditioning the water to efficiently pass through filtration. This pre-treatment process will remain in place following completion of the new filtration plant.

Town Staff proactively evaluates equipment and infrastructure assets to ensure reliable operation and long-term sustainability. The existing DAF skimming equipment is more than 20 years old, exhibits significant wear and corrosion, and has exceeded its typical service life. The original manufacturer, F.B. Leopold, no longer fabricates or supports this legacy equipment, making replacement parts increasingly difficult and costly to obtain. In several instances, custom-fabricated components have been required to maintain operation. Additionally, the existing equipment configuration presents significant challenges for staff to safely perform maintenance activities.

The DAF skimmer system is a critical treatment asset and a single point of failure within the DAF process. Failure of the skimmer system could significantly reduce the plant's ability to remove turbidity from raw water, increasing operational challenges, treatment costs, and the risk of not meeting future membrane feed-water requirements. An extended outage could require temporary operational workarounds and potentially impact treatment capacity during periods of poor source water quality.

The Town's planned treatment plant expansion includes installation of Memcor ultrafiltration membranes. The membrane manufacturer's warranty requires influent turbidity to remain below 2.0 Nephelometric Turbidity Units (NTU) 95% of run time and a maximum of 5.0 NTU. Failure of the skimmers could potentially make reaching these targets difficult. Reliable operation of the DAF system is essential to maintaining this requirement, protecting membrane performance, maximizing membrane life, and preserving warranty coverage.

Replacing the DAF skimmer system before failure occurs is a proactive investment that improves reliability, enhances employee safety, and protects future membrane treatment operations.

Staff evaluated available alternatives and determined that AWC is uniquely qualified due to its experience with DAF systems and ability to engineer replacement equipment compatible with the existing treatment process. Because of the proprietary design requirements, custom installation conditions, and integration constraints, staff determined that other firms would not provide equivalent solutions without significant redesign costs and schedule impacts. AWC has provided a quote of \$737,000 for design, manufacturing, and delivery of the replacement system.

Funding for this project has been approved in the FY 2026 budget. Staff is requesting Town Council approval to proceed with the project and award the design and manufacturing contract to AWC. AWC anticipates completing fabrication by December 2026. Following manufacturing and confirmation of shipping dates, the Town will solicit bids from contractors for installation, which is anticipated in late 2026 or early 2027.

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 Town Attorney has reviewed the proposal and contract on behalf of the Town.

Financial Advice:

Funds have been approved in the FY 2026 budget

Recommended Action:

Staff recommends approval of the contract to design and manufacture the Dissolved Air Flotation skimmer system with AWC as presented.

Suggested Motions:

For Approval: I move to approve the contract with AWC for an amount not to exceed \$737,000 and authorize the Town Manager to sign the contract as presented.

For Denial: I move to deny the contract with AWC as presented.

Reviewed and Approved for Presentation



Town Manager

EQUIPMENT DESIGN, MANUFACTURE AND COMMISSIONING AGREEMENT

BETWEEN:

TOWN OF JOHNSTOWN, a Colorado home-rule municipality

(the "**Purchaser**"),

AND:

AWC SOLUTIONS LTD.

(the "**Supplier**", and collectively with the Purchaser, the "**Parties**"
and each a "**Party**")

WHEREAS:

A. The Purchaser wishes to purchase, and the Supplier wishes to design, supply and commission, certain Equipment and Supplier Technology (as defined below) to be incorporated into Johnstown Water Treatment Plant Skimmer Replacement (the "**Facility**").

B. The parties wish to document their agreement with respect to the design, sale and purchase, supply and commissioning of the Equipment and Supplier Technology.

IN CONSIDERATION of the mutual covenants and agreements in this Agreement, the parties agree as follows:

1. CONSTRUCTION AND INTERPRETATION

1.1 In this Agreement, except as otherwise expressly provided or as the context otherwise required, the following definitions will apply:

- (a) "**Agreement**" means this written agreement and all schedules and appendices that are included by reference;
- (b) "**Commissioning Plan**" has the meaning set out in section 7.3;
- (c) "**Confidential Information**" means any secret, proprietary or confidential information concerning a Party, including, without limitation, information, designs, know-how, trade secrets, configurations, business plans, pricing, go-to-market strategies, marketing strategies, technology or intellectual property rights, lists of past, present and prospective clients, employees, contractors, and suppliers and related information, financial data, operational procedures, research, testing materials, and plans for growth and other information that is confidential to any person or other entity having dealings with a Party in whatever form or media that is:
 - (1) either specifically identified as confidential, or would generally be considered confidential by industry standards; and

(2) is directly disclosed or to which a Party has otherwise been provided access by the other, or on the other's behalf, which includes without limitation, information created, discovered, developed, or made known to a Party or by a Party during the period of the Agreement. Confidential Information will not include the following:

- (1) information that was already in the Recipient's possession before disclosure by the Disclosing Party provided said information was received by the Recipient without the obligation of confidence;
 - (2) information developed independently by the Recipient without use of or reference to the Disclosing Party's Confidential Information;
 - (3) information that is or becomes publicly available without breach of this Agreement by the Recipient; and
 - (4) information that is rightfully received by the Recipient from a third party without an obligation of confidence provided that such third party is not in breach of a duty of confidentiality by disclosing such Confidential Information to the Recipient.
- (d) **"Disclosing Party"** means the Party disclosing its Confidential Information to the other Party;
- (e) **"Equipment"** means the equipment described in Schedule 2 [Specifications];
- (f) **"Facility"** has the meaning set out in recital A;
- (g) **"Intellectual Property Rights"** means patent rights, copyright, trademarks, trade secrets and other intellectual property rights recognized by laws in Canada, the United States of America and applicable foreign and international laws, treaties and conventions including all registrations, applications, renewals and extensions;
- (h) **"Supplier Technology"** means any Technology that the Supplier solely or jointly conceives, develops or reduces to practice that relates to or results from any work or services the Supplier performs for the Purchaser under this Agreement, whether at the Supplier's premises or facilities, the Purchaser's premises or facilities or other premises, using the Supplier's own tools and equipment and on the Supplier's own time, or with the use of any of the Purchaser's equipment, supplies, facilities or Confidential Information;
- (i) **"Warranty Period"** has the meaning set out in Schedule 5 [Standard Equipment Warranty Policy]; and
- (j) **"Technology"** means deliverables and materials (including, without limitation, designs, algorithms, documentation, software code (including source code), scripts, and other works of authorship), conceived, developed, reduced to

practice or produced, or otherwise provided to the Purchaser, relating to the Intellectual Property Rights or the Confidential Information of the Supplier in any country, including any of the foregoing that can be implemented in computer software using any variety of programming techniques, including dynamic, adaptive, and policy-based programming, but does not include the Equipment.

- 1.2 In this Agreement, except as otherwise expressly provided or as the context otherwise requires the headings and captions are for convenience only and do not form a part of this Agreement and will not be used to interpret, define or limit the scope, extent or intent of this Agreement or any of its provisions.

2. SCHEDULES

- 2.1 The following schedules are attached, (per AWC Reference No. 51735.R0) to and form a part of this Agreement (the “**Schedules**”), except to the extent that any provision in any one of the Schedules is expressly excluded, and except to the extent that any provision conflicts with a provision of this Agreement in which case such provision will be deemed to be excluded and not part of this Agreement:

Schedule 1: Scope of Work

Schedule 2: Specifications

Schedule 3: Drawings

Schedule 4: Delivery Schedule

Schedule 5: Standard Equipment Warranty Policy

3. SCOPE OF WORK

- 3.1 The Purchaser will purchase the Equipment and Supplier Technology from the Supplier, and the Supplier will sell the Equipment and Supplier Technology to the Purchaser, on the terms and conditions set forth in this Agreement.
- 3.2 The Supplier will provide all services and materials required to supply, deliver, and commission the Equipment and Supplier Technology in accordance with Schedule 1 [Scope of Work].

4. EQUIPMENT AND SUPPLIER TECHNOLOGY

- 4.1 The Supplier will provide and supply the Equipment and Supplier Technology specified in Schedule 2 [Specifications].
- 4.2 The Equipment and Supplier Technology will comply with the specifications listed in Schedule 2 [Specifications] and be free of defects in design, materials and workmanship.

5. DELIVERY OF THE EQUIPMENT

- 5.1 The Supplier will, in good faith and subject to excusable delays as permitted by this Agreement, deliver the Equipment to the Facility in accordance with Schedule 4 [Delivery Schedule]. The Supplier will not be responsible or liable for delays due to unexpected circumstances or for incidental or consequential damages resulting from failure to meet the specified or amended delivery schedule if the delay is due to documented unexpected circumstances. The Purchaser will be responsible for all unloading costs and will provide equipment and labour reasonably suited for receipt of the Equipment at the Facility.
- 5.2 If the Supplier is delayed due to an action or omission by the Purchaser or the Purchaser's personnel for which the Supplier or its personnel are not responsible, then any impacted timelines or deadlines under the delivery schedule will be extended for a reasonable amount of time commensurate with the length of the delay.
- 5.3 The Purchaser will promptly inform the Supplier of any missing or damaged equipment upon receipt of the Equipment, and the Supplier will repair or replace any such Equipment at Supplier's expense.

6. INSTALLATION AND COMMISSIONING OF EQUIPMENT

- 6.1 The Purchaser will complete, or cause to be completed, the design and construction of the foundations/facilities required for the installation of the Equipment and all utility services (such as electrical, water and sewer) as required.
- 6.2 The Supplier will provide all dimensions, loads, specifications and all other information as the Purchaser reasonably requires to undertake all engineering and design required for the installation of the Equipment in reasonable time to allow the Purchaser to design and construct the foundations/facilities to be completed as required. Such information will be in the form of general location drawings or other form clearly setting out all required information.
- 6.3 The Supplier will provide to the Purchaser a detailed test and commissioning plan including procedures (the "**Commissioning Plan**"). The Purchaser will review the Commissioning Plan and provide any comments for the Supplier's consideration within seven business days of receipt of the Commissioning Plan. The Supplier will provide a written response to each of the Purchaser's or provide an Commissioning Plan taking into account the Purchaser's comments.
- 6.4 After receiving the Equipment at the Facility, the Purchaser will install and complete any other work required to prepare the Equipment for commissioning according to the contents of Schedule 2 [Specifications] and the Commissioning Plan.
- 6.5 The Supplier will provide experienced and knowledgeable personnel at the Facility who will:

- (a) complete the Equipment and Supplier Technology testing and commissioning in accordance with the Supplier's plan and procedures; and
- (b) provide the Purchaser a copy of the test and commissioning report.

6.6 The Purchaser will:

- (a) cooperate with the Supplier in all matters relating to the commissioning services and provide such access to the Purchaser's premises and other facilities as may reasonably be requested by the Supplier for the purposes of performing the commissioning services;
- (b) respond promptly to any request from the Supplier to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for the Supplier to perform the commissioning services in accordance with the requirements of this Agreement;
- (c) provide such customer materials or information as the Supplier may reasonably request and the Purchaser considers reasonably necessary to carry out the commissioning services in a timely manner and ensure that such customer materials or information are complete and accurate in all material respects; and
- (d) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the commissioning services before the date on which the commissioning services are to start.

6.7 Upon successful completion of the testing and commissioning, the Supplier will prepare an acceptance certificate for Purchaser acceptance by the Purchaser. Any deficiencies will be annotated with the acceptance certificate and the Supplier will provide and implement a detailed written plan to correct the deficiencies.

7. PLANS, SPECIFICATIONS AND MANUALS

7.1 The Supplier will provide all plans, specifications, parts lists, instructions and manuals (both operating and maintenance) of the Equipment and Supplier Technology in a detail and quality commensurate with industry standards and which will permit the Purchaser to operate and maintain the Equipment in a proper and prudent manner (per AWC Reference No. 51735.R0, Section 2.1.3).

8. TITLE AND LIMITATIONS ON USE

- 8.1 The Supplier warrants that it has good and marketable title to the Equipment, free and clear of any and all liens, encumbrances, restrictions, reservations or claims of any kind.**
- 8.2 Title to the Equipment will pass to the Purchaser upon delivery of the Equipment to the Purchaser at the Facility. The Supplier will bear all risk of damage to the Equipment until it is delivered to the Facility, at which point the Purchaser will bear all risk of damage.**

- 8.3** The Supplier warrants and represents that the Equipment does not infringe, directly or indirectly, any patent, copyright, trademark or proprietary right of any third party.
- 8.4** The Supplier will solely own all right, title and interest in and to any Supplier Technology and the Intellectual Property Rights embodied therein. The Purchaser acknowledges that it has no rights in any of the Supplier Technology and the associated Intellectual Property Rights.
- 8.5** The Purchaser's use of the Supplier Technology is solely for operation of the Facility and is subject to the following restrictions and limitations. The Purchaser will not:
- (a) except as otherwise expressly authorized, provide, disclose, sublicense or otherwise permit any person to access, use, read, disseminate, transmit, download or reproduce Supplier Technology and the Intellectual Property Rights embodied therein;
 - (b) disassemble, decompile, reverse engineer, or otherwise in any manner deconstruct all or any part of the Supplier Technology;
 - (c) copy the Supplier Technology and the Intellectual Property Rights embodied therein except that a reasonable number of back-up copies may be made; and
 - (d) have any right to access or obtain a copy of any source code in the Supplier Technology.

9. PAYMENT

- 9.1** The Purchaser will pay for the Equipment, Supplier Technology and commissioning services as provided by the Supplier under this Agreement (per AWC Reference No. 51735.R0, Section 3).
- 9.2** Any price provided by the Supplier for the sale of the Equipment, Supplier Technology and commissioning services will remain in effect for 45 days from the date provided. The Supplier reserves the right to modify the contract price if this Agreement is not executed within 45 days of the Purchaser receiving the most recently quoted price.
- 9.3** The Purchaser will pay the amounts due within **[30]** days of receipt of the Supplier's invoice. All prices are in Canadian dollars unless otherwise expressly provided for.
- 9.4** If any invoice submitted by the Supplier remains unpaid by the Purchaser for **[30 days]** or more after receiving such invoice, those unpaid amounts will bear interest at the rate of 1.2% per month compounded monthly (15.3895% per annum), calculated daily and compounded monthly. The Purchaser will also reimburse the Supplier for all reasonable costs incurred in collecting any late payments, including legal fees. If Purchaser disputes any portion of an invoice, Purchaser and Supplier shall confer in good faith and endeavor to resolve such dispute.

10. WARRANTY AND SUPPORT

- 10.1** The Supplier will provide a warranty for the Equipment under the terms set out in Appendix B to the Johnstown Water Treatment Plant Skimmer Replacement Proposal (AWC Reference No. 51735.R0) [Standard Equipment Warranty Policy], subject to the following exclusions:
- (a) The Supplier does not warrant the performance of any Equipment provided by it to the extent that the actual operating or other conditions differ from the specifications or other data supplied by the Purchaser for the purpose of selection of design of the Equipment to be provided by the Supplier, and;
 - (b) Except as expressly provided in Appendix B, there are no other representations or warranties of any kind, express or implied, as to the merchantability, fitness for particular purpose, or any other matter with respect to the product (s) or services.
- 10.2** The Supplier will provide telephone support to the Purchaser for the full course of the Warranty Period as specified in Schedule 5 [Standard Equipment Warranty Policy].

11. INDEMNITY AND LIMITATION OF LIABILITY

- 11.1** The Supplier shall not be liable for any kind of consequential damages including loss of anticipated profits, loss of use of Equipment or any associated equipment, the loss of product from the Purchaser's facility(s) or the loss of capital.
- 11.2** Each Party will indemnify and save harmless the other Party and all of its officers, employees and representatives from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal and consultant costs) which the other Party incurs, suffers or is put to in relation to this Agreement arising out of or in connection with any wrongful or negligent act of that Party or person for whom that Party is responsible in law. Notwithstanding the foregoing, Purchaser represents that it is prohibited by the Colorado Constitution, the Johnstown Home Rule Charter, the Johnstown Municipal Code and state law from entering into indemnification obligations without appropriations in its budget which it has not made for this Agreement. Accordingly, only to the extent allowed under law, and without in any manner waiving the protections, procedural requirements, defenses and monetary limitations on damages provided for in the Colorado Governmental Immunity Act, § 24-10-101 *et seq.*, C.R.S., as amended, Purchaser agrees to indemnify and save harmless Supplier.
- 11.3** Notwithstanding the above section 11.1, the Purchaser agrees that the Supplier's sole and exclusive liability for all losses and damages arising out of or connected in any way with the Equipment, Supplier Technology and commissioning services provided by the Supplier shall be limited to the repair, correction, or replacement of the Equipment and Supplier Technology in accordance with the terms of Appendix B, and that the Supplier's liability to the Purchaser under this Agreement will be limited to the policy limits of any insurance policies the Supplier has in place as required by section 12.1 for any losses or damages for which insurance coverage is in place and which are confirmed to be

covered by the Supplier's insurer, or a maximum of 150% of the purchase price of the Equipment as set forth in this Agreement for all other losses or damages which fall outside the scope of the Supplier's insurance coverage.

12. INSURANCE

12.1 The Supplier will obtain and maintain the following insurance at all times during the term of this Agreement:

- (a) comprehensive general liability insurance in a form acceptable to the Purchaser, with limits of not less than **\$5 million dollars** per occurrence covering personal injury (including death) and property damage; and
- (b) Automobile liability insurance in respect of licensed vehicles with limits of not less than **\$2 million dollars** inclusive per occurrence for bodily injury, death, and damage to property, covering all licensed vehicles owned or leased by the Supplier.

12.2 On request from the Purchaser, the Supplier will provide evidence satisfactory to the Purchaser of all insurance obtained.

12.3 Purchaser will be listed as an additional insured on Supplier's liability policies.

13. WORKERS' COMPENSATION

13.1 The Supplier will, at its own expense, carry full Workers' Compensation Board ("WCB") coverage for itself and all workers, employees, servants and others engaged in performing the commissioning, at all times during the term of this Agreement.

14. CHANGES

14.1 No change to this Agreement will be effective unless the change is agreed in writing by both parties.

14.2 The Purchaser may, by providing written notice, request changes to the scope of work, specifications or delivery schedule. Upon receipt by the Supplier of such a request, the parties will negotiate in good faith, within a reasonable time, an equitable adjustment in price and/or time for performance. The change will become effective upon agreement concerning such adjustment and this Agreement modified accordingly at that time.

15. TERMINATION

15.1 Termination by the Purchaser. This Agreement may be terminated by the Purchaser at any time upon 30 days' prior written notice to the Supplier. Upon termination of this Agreement under this section 15.1, the Purchaser will pay all amounts owing to the Supplier for Equipment and Supplier Technology and any other services performed hereunder prior to the effective termination date of this Agreement, and all costs reasonably incurred by the Supplier in complying with the Customer's decision to

terminate the Agreement (including any subcontract breakage fees and reasonable demobilization costs).

- 15.2 Termination by the Supplier.** This Agreement may be terminated by the Supplier upon 15 days' prior written notice in the event that a Supplier's invoice has not been paid by within thirty [30] days after receipt of that invoice by the Purchaser.
- 15.3 Termination for Breach.** Either party may terminate this Agreement immediately upon written notice to the other in the event that the other party has breached any of the terms or conditions in this Agreement and such breach has not been cured within **[30 days]** after receipt of written notice from the non-breaching party specifying such breach, or if such breach cannot be cured in **[30 days]**, remedial action has not been initiated within such **[30 day period]** and diligently pursued to completion thereafter.
- 15.4 Termination for Bankruptcy.** Either party may terminate this Agreement immediately if either party is adjudged bankrupt or makes a general assignment for the benefit of creditors, or a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or part of its property; and such conditions are not cured within 30 days of notice thereof from the one party to the other.

16. RELATIONSHIP OF THE PARTIES

- 16.1** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party will have authority to contract for or bind the other party in any manner whatsoever.

17. CONFIDENTIALITY

- 17.1** The Parties will not disclose, except as required by law, any Confidential Information of the other Party without prior written consent. The Parties' duties with respect to Confidential Information under this Agreement, especially and particularly in regard to (but not limited to) trade secrets, will survive the termination of this Agreement.
- 17.2** Each Party agrees it will not, directly or indirectly, disclose Confidential Information of the other Party to any person or use any Confidential Information of the other, except: (a) as required in the course of providing or receiving the Equipment and Supplier Technology, and then only to members of its staff on a need to know basis; (b) with prior written consent of the other Party; or (c) if, in the written opinion of a Party's counsel, the Receiving Party becomes legally compelled to disclose any Confidential Information received from a Disclosing Party, it agrees to provide the Disclosing Party:
 - (a) prompt notice of each such request, to the extent practicable, so that the Disclosing Party may seek an appropriate protective order or other protective remedy; and

- (b) cooperation with and reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other remedy or limitation on disclosing.

If, after providing such notice and assistance as required herein, such protective order or other remedy is not obtained, the Receiving Party will furnish only that Confidential Information which, on the written advice of the Receiving Party's counsel, is legally required and shall exercise commercially reasonable efforts to preserve the confidentiality of the Disclosing Party's Confidential Information, and obtain reliable assurance that confidential treatment will be accorded to the Confidential Information so disclosed.

- 17.3 Each Party will protect the Confidential Information of the other from unauthorized use, access, or disclosure in the same manner as it protects its own confidential or proprietary information of a similar nature and with no less than the greater of reasonable care and industry-standard care.
- 17.4 The Recipients agree they will notify the Disclosing Party in the event of an unauthorized use or disclosure of the Disclosing Party's Confidential Information.
- 17.5 All information furnished by a Party under this Agreement will remain the property of the Disclosing Party and, upon written request of the Disclosing Party, will be promptly returned to it or destroyed at the Disclosing Party's election. All documents, memoranda, notes and other tangible embodiments whatsoever prepared by the Receiving Party based on or which includes the other Party's Confidential Information will also be destroyed to the extent necessary to remove all such Confidential Information upon the Disclosing Party's request.

Notwithstanding the foregoing, neither the Receiving Party nor its affiliates will be obligated to destroy any information if it or they are required by applicable law or regulation to retain such information, and may also retain a copy of Confidential Information (including without limitation, in any databases or automatic electronic back-up systems) solely to the extent required for compliance with internal legal record retention policies; provided that any Confidential Information so retained will remain subject to the confidentiality and use restriction provisions of this Agreement so long as it is so retained notwithstanding the prior expiration or termination of this Agreement.

To the extent destruction is requested by the Disclosing Party, all destruction under this section 18.5 will be promptly certified in writing to the Disclosing Party by an authorized officer of the Receiving Party. Neither the Receiving Party's failure to return or destroy, nor the Disclosing Party's failure to request such return or destruction, will relieve the Receiving Party of its confidentiality obligations under this Agreement.

- 17.6 In the event the Recipient is legally compelled to disclose any of the Disclosing Party's Confidential Information, it will provide the Disclosing Party prompt written notice of such requirement so that the Disclosing Party may, at its expense, seek a protective order or other appropriate remedy. The Recipient will only disclose that portion of the Disclosing

Party's Confidential Information as is legally required and such disclosure will not result in liability hereunder.

17.7 The Parties acknowledge that monetary damages are inadequate to protect against breach or threatened breach of the duty to protect the Confidential Information of a Disclosing Party, and that any such breach will cause irreparable harm to the Disclosing Party.

17.8 In the event of a breach of Confidential Information, that Party whose information is breached may seek, and the other Party will not oppose, an injunction restraining any breach or threatened breach of the obligations described in this Agreement.

18. GENERAL

18.1 Amendment and Waiver. No amendment or variation of the terms of this Agreement will be of any force or effect unless agreed to in writing by the parties. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar) and no waiver will constitute a continuing waiver unless otherwise expressly provided.

18.2 Entire Agreement. This Agreement and any other documents expressly referred to in this Agreement as being a part of this Agreement contains the entire agreement of the Parties relating in any manner to the purchase and sale of the Equipment, Supplier Technology and commissioning services and no understandings or agreements, oral or otherwise, exist between the Parties except as expressly set out in this Agreement.

18.3 Notices. Any notice, request, election or other communication to be given pursuant to this Agreement must be in writing and will be deemed to have been validly given when delivered in person, or delivered by mail, or delivered by e-mail to the addresses as set out below. Any notice delivered by mail will be deemed delivered 5 working days after the day of mailing by prepaid registered post in Canada or the United States. Any notice delivered or e-mail will be deemed delivered when actually received by the office of the intended recipient, and the party sending bears all risk that, because of defective equipment, or for operational reasons, the notice is not actually received.

The addresses for Notice are:

Purchaser: Town of Johnstown
 Address: 450 S. Parish Avenue, Johnstown, CO 80534
 Attention: Greg Venette
 E-mail: gvenette@johnstownco.gov and notices@johnstownco.gov

Supplier: AWC Solutions, Ltd.
 Address: 9087A 198 Street, Langley, BC, V1M 3B1
 Attention: Ken Franklin
 E-mail: KenF@awcsolutions.com

Either party may, by written notice to the other, change its address for notice.

- 18.4 Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party, which consent may be unreasonably withheld.
- 18.5 Governing Law and Disputes.** This Agreement and its application and interpretation will be governed exclusively by the laws of British Columbia, Canada and the venue for any disputes shall be the Courts in the County of Weld, State of Colorado.
- 18.6 Compliance with Laws.** The Supplier will design, manufacture, supply and commission the Equipment and Supplier Technology in compliance with all laws, codes, bylaws and regulations applicable to the Equipment and Supplier Technology.
- 18.7 Force Majeure.** In the event of any delay to the performance of any obligation by either party, except for payment obligations of the Purchaser under section 9, resulting from a cause beyond the reasonable control of the affected party, then the time for performance of such obligation will be extended by the amount of such delay.
- 18.8 Counterparts.** The agreement constituted by this Agreement may be validly executed and delivered by the parties hereto in any number of separate counterparts and all counterparts, when executed and delivered, will together constitute one and the same instrument. Executed copies of the signature pages of this Agreement transmitted electronically will be treated as originals, fully binding and with full legal force and effect, and the parties waive any rights they may have to object to such treatment, provided that this treatment will be without prejudice to the obligation of the parties to exchange original signatures as soon as is reasonably practicable after execution of this Agreement, but failure to do so will not affect the validity, enforceability or binding effect of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF the parties hereto have executed this Agreement the date first above written.

TOWN OF JOHNSTOWN

AWC SOLUTIONS LTD.

Per: _____
Matthew LeCerf, Town Manager

Per: _____
Name: Ken Franklin
Title: COO

ATTEST:

Meghan Martinez, Town Clerk



Christopher Okougha
29/06/2026

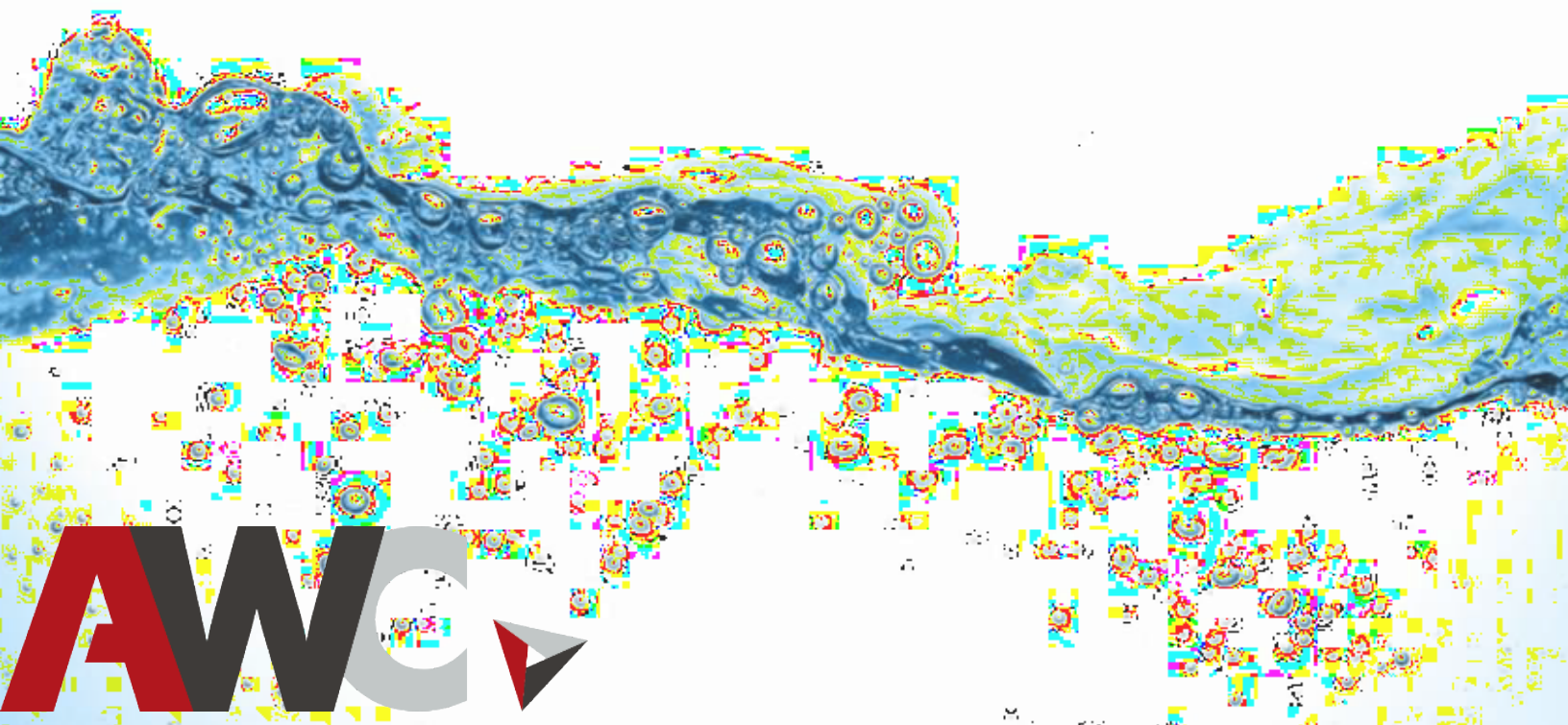
CHRISTOPHER O. OKOUGHA
Barrister & Solicitor, Notary Public
and a Commissioner for Oaths
in and for Alberta

Christopher Okougha
Notary Public
No Advice sought
or given or offered

Johnstown Water Treatment Plant

Skimmer Replacement

AWC Reference No.: 51735.R0



SUBMITTED BY:

AWC Solutions
9087A 198 Street
Langley, BC V1M 3B1

Main Contact

Name: Ryan Harvey
Telephone: 604-364-2405
Email: ryanh@awcsolutions.com

Coombs Hopkins Company

Name: Bill Peretti
Telephone: 303-956-8642
Email: bill@chcwater.com



October 29, 2025

Attn: John Ferguson

Water Treatment Superintendent
Johnstown Water Treatment Plant

AWC Solutions is pleased to present our firm proposal for a skimmer drive assembly replacement, and an enhanced skimmer system, all manufactured to the highest standards at our Langley, British Columbia facility. The proposed system upgrades will allow for smoother and more consistent operation, and improved ease of maintenance.

AWC is willing to work with Johnstown to develop this scope prior upon receipt of a Letter of Intent to procure the system from AWC. We understand that a Purchase Order can be issued in January 2026. Typically, this scope can be delivered within 3 months, however, AWC cannot commit to a delivery date until time of award.

To further ensure the project's success, we have outlined transparent pricing, detailed deliverables, and defined project milestones that align with your requirements. Our team's approach leverages an existing design that has proven highly effective on other DAFs, providing confidence in performance and optimizing project timelines. We have also included provisions for commissioning support and training, with rates for time and materials to ensure flexibility for your specific needs.

AWC Water Solutions Ltd. (AWC) has one of the most experienced groups of water and wastewater treatment experts in the industry. The team has decades of history in designing and successfully delivering one of the most widely recognized water treatment systems in the industry. Our in-house engineering and technical teamwork with clients to select the best process and design a custom package to reliably meet environmental, financial, and quality standards for your project.

Thank you for considering our proposal. If you have any questions, please do not hesitate to contact me at the coordinates below.

Sincerely,

Ryan Harvey
604-364-2405
ryanh@awcsolutions.com

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1 AWC COMPANY OVERVIEW

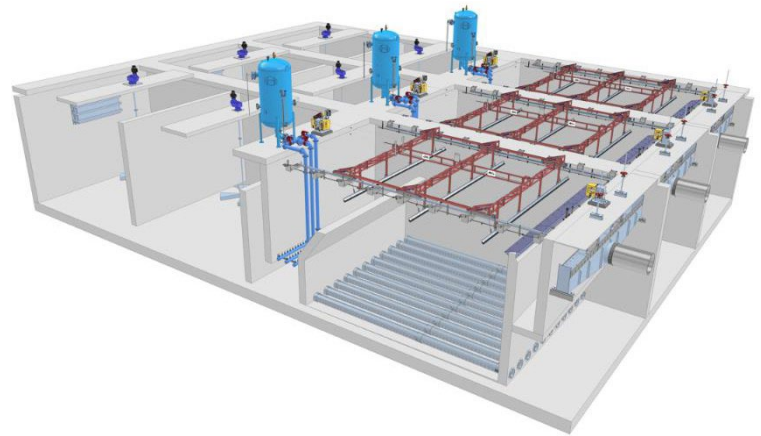
AWC Water Solutions Ltd. (AWC) designs and builds complete, packaged, and modular water and wastewater treatment systems. AWC has one of the most experienced groups of water and wastewater treatment experts in the industry. The team has decades of experience designing and successfully commissioning hundreds of unique and exceptional water treatment solutions. Our in-house engineering and technical team will work with clients to select the best process, and design a custom package to reliably meet environmental, financial, and quality standards for your project.

In addition to packaged and modular water treatment systems, AWC offers a wide variety of in-house services including engineering & design, fabrication & machining, automation & controls including an in-house panel shop, project management, and a full field service support team for all manufactured and distributed products.

AWC has a track record of supplying treatment plants to remote locations including permits, turnkey package plants, and site installation, startup, commissioning, operations, and training.

1.1 Water and Wastewater Treatment Capabilities

AWC and its predecessor companies have been in operation for over 40 years and have built over 500 packaged water and wastewater treatment plants. We have experience in both the municipal and industrial markets. We maintain close relationships with many world-leading Original Equipment Manufacturer (OEM) process suppliers enabling us to offer the high performance, state-of-the-art systems for our clients' applications at an affordable price due to our competitive OEM pricing. The inclusion of advanced process controls and remote monitoring to our systems enables us to monitor system performance long after the commissioning of the plant. Core to AWC's success is the ability to quickly assist clients, optimize their system performance or importantly troubleshoot operating challenges. As we control the designs of our systems, we are also able to upgrade original installations to meet increased capacity, increased water quality requirements or changing raw water quality.



Concrete DAF

1.2 Certified Operators

To add value for our clients, AWC has enhanced our field service offering by bringing on board a team highly trained and experienced operators. Working with our technicians in the field, our operators are able to significantly reduce the time required to commission and train. Our operators bring an enhanced level of support offerings for our clients by being able to provide a range of services such as full plant Operations contracts for the life of the plant, routine maintenance and membrane CIP support, ongoing training, monthly reviews, remote diagnostics and troubleshooting support.

AWC strives to bring added value to our clients. We believe that with our experience, proprietary designs, manufacturing capabilities, our field service and full lifecycle support, we bring intangible value to our clients.

1.3 Safety First – HSE at AWC

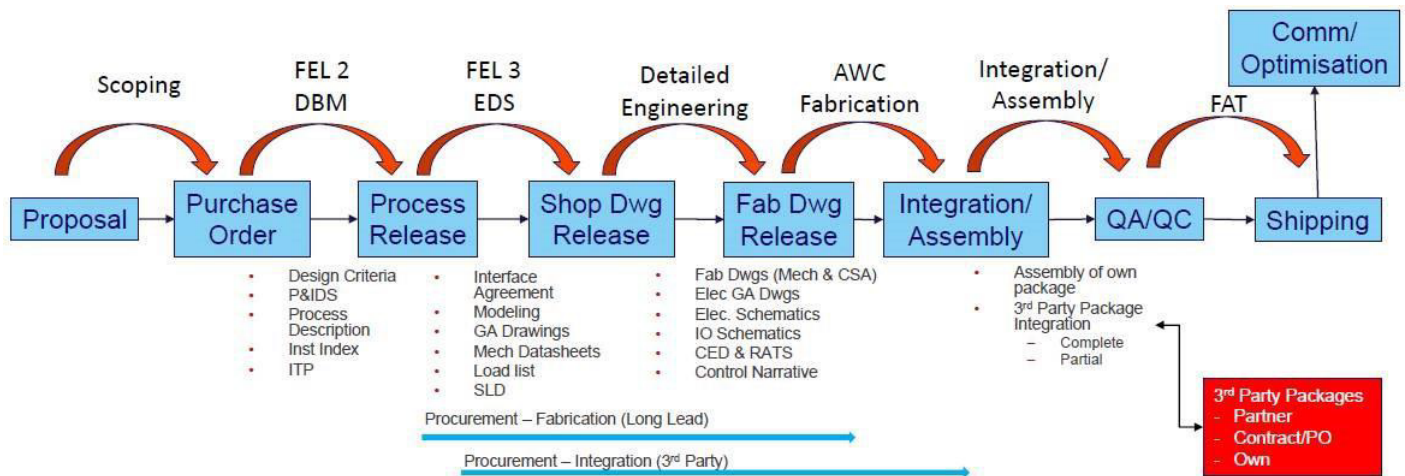
A company's most valuable resource is the employees. AWC is committed to ensuring all workers (those who work at AWC, and those who with AWC such as contractors and Owners' representatives) to have a safe working environment.

A safety-first mentality is of the highest priority to all staff. AWC takes pride in our excellent safety record, which is reflected in the **1+ million hours worked with ZERO Lost Time Injury incidents**. Our goal is to maintain an open, cooperative workplace environment where everyone is invested in each other's health and safety.

AWC strives to provide a sound and minimal risk work environment for each employee through the prevention of accidents, occupational illness, and injuries. We prepare and implement a site-specific Health and Safety Plan for every site that we work on and conduct a safety kickoff at the beginning of every project. On-site, our staff completes daily safety toolbox meetings to review safe work practices for the day and identify any risks that may be encountered.

1.4 Project Execution Approach

AWC project execution follows a rigorous approach, based on processes and procedures used at the major EPCM companies (see Figure 1). This means our documentation and quality standards for project design, procurement, fabrication, assembly, testing, and Startup are robust and thorough to minimize any risks to the Client when our package arrives at site. Our team includes senior engineering project managers that have executed large industrial projects for major blue-chip resource clients.



AWC strives to bring added value to our clients. We believe that with our experience, proprietary designs, manufacturing capabilities, our field service and full lifecycle support, we bring intangible value to our clients.

1.5 Quality Assurance/Quality Control Program

AWC is committed to providing quality, efficient systems that meet applicable regulatory and customer specifications. Our Project Quality program confirms deliverables and milestones that are consistent with the scope of work defined in the project. The overall project performance is measured against these criteria using quality assurance and quality control techniques.

The purpose of this program ensures that AWC has a documented procedure for project management as well as a Quality Assurance/Quality Control (QA/QC) plan for every project. The objective is to execute and deliver a superior product to the Owner and implement actions to achieve planned results for continual improvement.

The output of the project deliverables should be consistent with the planning activities (i.e. quality reviews, test performance, customer acceptance, etc.). Any corrective and preventive actions identified will follow established procedures to ensure similar situations do not arise in the future. The following factors are taken into consideration for each project executed by AWC:

- Project Overview – Provides the background and justification for the project.
- Quality Standards – Defined by AWC, the customer, regulatory bodies, and other relevant stakeholders.
- Quality Tools – Tools and techniques used by the Project Management Team to manage the objectives of the project.
- Responsibilities – Team member roles (including the Management Representative) are outlined to ensure ownership, accountability, and success of the project.
- Quality Assurance – Key processes that support the project and determination of evaluation methods and frequency (reviews, inspection & testing, customer acceptance and commissioning, etc.)
- Monitoring – Project related information is monitored to ensure quality objectives are suitably managed. Project team members are solicited for their progress, actions are assigned, and resources are allocated as appropriate.
- Quality Control Procedures – Listing of QC controls and activities that are required in the project.
- Inspection and Testing – Verification and validation activities to confirm objectives of the project have been accomplished. Our in-house testing capabilities include:
 - A 10,000 USG Freshwater Storage Tank
 - Water Recirculation Test Pumps Range from 400gpm @ 20psi to 200gpm @85psi
 - Complete Water, Electrical and Automation Testing Station
 - Up to 600V Capabilities
- Changes – Suitable mechanisms for review, communication, and implementation of necessary changes to the Project Quality Plan are critical for subsequent stages of production and operations.
- Records shall be maintained to support the Project activities and the resulting management.

1.6 Facility

AWC has a 60,000 ft² integrated office, warehouse, and manufacturing facility in Langley, BC.

Fabrication



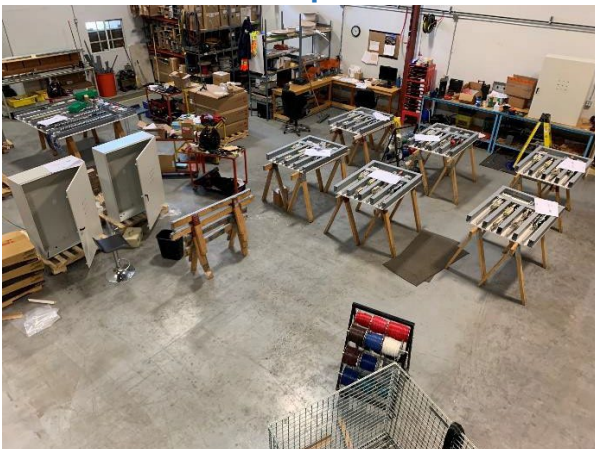
- 27,000 ft² Fabrication Area
- Specialized in Aluminum, Stainless, and Carbon Steel
- Four - Full Length Crane Bays
- 20+ Welding Machines
- 20-ton Lift Capacity
- Shear & Plasma Cutting
- Hydrostatic Testing
- Large Round Tank Welding Rollers
- CWB 47.1 and 47.2, ASME B31.3 Certified / Compliant

Machine Shop



- Lathe (22"x90" capacity)
- Milling Machine (40" dia. c/w 30" vert. travel)
- Press Brake & Shear
- 50-ton Press
- Industrial Parts Washer
- Multiple Band Saws (capacity up to 31.5")

Electrical Panel Shop



- CSA 22.2 & UL 508A certified
- 26' Overhead Clearance

Shipping / Receiving



- 18,000 ft² Indoor Warehouse
- Four Loading Bays, 3 at Grade
- 20-ton Lift Capacity (when crane loading)
- Four Forklifts (3,000-17,000 lbs)

Secured Yard



- Large Paved Yard Area (Fully Enclosed Portions)
- 24hr Monitored Security
- Large Crane and Truck Loading Area
- Local Off-Site Storage Capabilities

QA/QC Testing Capabilities



- Full Quality Assurance Program
- 10,000 USG Freshwater Storage Tank
- Water Recirculation Pumps (400-200gpm @ 20-85psi)
- Complete Water, Electrical and Automation Testing Station
- Up to 600V Capabilities

INDUSTRIES SERVED



Mining &
Aggregates



Pulp & Paper



Food & beverage



Oil & Gas



Chemicals



Water &
Wastewater

2 TECHNICAL PROPOSAL

AWC is pleased to provide our proposal for replacement skimmer drive assemblies, and complete upgraded skimmer systems.

All AWC equipment is manufactured, pre-assembled, and tested in our Langley, British Columbia facility prior to shipping. At this location we have an in-house panel shop, CWB certified fabrication facility, and a machine shop capable of manufacturing complete water and wastewater treatment systems.

All parts of the skimmer in this offering will be assembled to a reasonably complete state that is optimal for delivery and ease installation.

2.1 AWC Scope of Services and Supply

2.1.1 Replacement Skimmer Drive Assembly

AWC is proposing a standard design for the Skimmer Drive Assembly. Our approach leverages a proven design and does not involve customization or alteration to align with any specific process guarantees or re-rating requirements. It is the buyer's responsibility to ensure that installation is verified, and that the provided design is suitable for integration with the existing infrastructure and meets desired operational outcomes.

Skimmer drive assembly with electrical motor

- Helical-bevel gear box
- AC motor, ½ HP
- Drive bearings and shaft
- Drive cable, sheeves, pulleys, drive and pulley stands, drive cover
- Laser distance transmitter
- Brackets, pull rods, clevises
- Assembly drawing, and installation instructions

2.1.2 Upgraded Skimmer System

AWC is proposing a standard design for the Skimmer System. Our approach leverages a proven design and is customized to accommodate the existing concrete basin dimensions but does not involve customization or alteration to align with any specific process guarantees or re-rating requirements. It is the buyer's responsibility to ensure that installation is verified, and that the provided design is suitable for integration with the existing infrastructure and meets desired operational outcomes.

Skimmer drive assembly with electrical motor (inclusions same as 2.1.1 above)

- Roller wheels, disks and hardware
- Weldments for trucks, bridge ends, and center trusses
- Pneumatic actuators c/w fittings
- Linkage assemblies
- Scrapers

- Wall brackets
- Rails
- Pneumatic air hose and hanger cable
- Assembly drawings, and installation instructions

NOTE: The proposed skimmer assembly requires that the operating water level in the basin is maintained within 1.5" from high to low flow.

2.1.3 Deliverables

AWC will furnish the following deliverables:

- Skimmer assembly general arrangement
- Skimmer drive assembly general arrangement
- E&I schematic for supplied skimmer and drive assemblies
- Control narrative for controls associated with the skimmer and drive assemblies
- Cause and Effect Diagram for controls associated with the skimmer and drive assemblies
- Operating Manual

2.1.4 Exclusions

The following items are excluded from AWCs scope of supply and services:

- Field measurements
- Field investigation of existing installation
- Field installation of equipment
- Field wiring of new equipment
- Modifications to existing control panels to accommodate skimmer controls
 - AWC will furnish an E&I schematic, Cause and Effect Diagram, and Control Narrative to support the modifications to controls, by others
- Determination of suitability of existing infrastructure to accept the AWC supplied equipment
- Start up, installation, and commissioning support
 - AWC has provided a time and material rate sheet, along with a suggested duration at site to oversee installation and participate in the start up and commissioning of the skimmers.

3 PRICING

Firm Pricing from AWC is for the inclusions in scope of supply per **Section 2.1**. AWC's pricing is provided below.

Item#	Quantity	Equipment Description	Unit Price	Extended Price
1	2	Replacement Skimmer and Drive System	\$ 356,500	\$ 713,000
2	1 Lot	Commissioning and Training See section 3.8 Optional Site Services	T&M	T&M
3	1 Lot	Freight See section 3.7 Shipping Terms	\$24,000	\$24,000

3.1 Currency

All pricing excludes taxes and is in USD \$ currency.

3.2 Validity

70 days.

3.3 Payment Terms

Payment milestones for any project proceeding to the contract phase shall be:

- 30% net 30 upon receipt PO
- 30% net 30 upon submission of drawings
- 30% net 30 upon readiness to ship
- 10% of contract price net 30 upon delivery, or 120 days after notice of readiness to ship, whichever occurs first

3.4 Escalation

Due to the current environment of extreme volatility for materials and equipment pricing, this Agreement may be subject to price escalation. AWC's pricing shall remain firm if AWC is released to place orders with material and equipment vendors within 12 weeks of the Agreement date. If release is not granted within this period, and such delay is not attributable to the fault or actions of AWC, pricing shall be subject to adjustment to reflect direct cost increases documented by AWC upon notice to Customer.

3.5 Prompt Payment

In the event that Customer fails to pay invoices when due, AWC shall have the right to suspend work, terminate contract, alter terms, or any other action, in AWC's sole discretion, required to protect AWC's interests.

3.6 Terms and Conditions

AWC'S Equipment Design, Manufacture and Commissioning Agreement, executed simultaneously herewith, shall apply.

3.7 Shipping Terms

DAP Johnstown, CO 80534: AWC will deliver the project to site, for unloading by others, DAP per Incoterms 2020.

3.8 Schedule and Shipment

Shop drawings will be submitted for approval within (8-10) weeks after acceptance of Purchase Order. Fabrication will not commence until the Purchaser has indicated, in writing, approval of the shop drawings.

AWC assumes a (2) week drawing review by Purchaser.

Shipment is typically made within (12-20) weeks of approval of drawings. Delivery schedule is contingent on AWC receiving, in a timely manner, all required technical info, including drawing approval and all required commercial documents, delivery instructions, responses to RFIs, and other information requested.

Should Customer not take delivery of equipment within 10 business days of Readiness to Ship, the project will be deemed Delivered and any payment milestones associated with Delivery shall be in effect. Customer will be responsible for storage and handling costs, at AWC's sole discretion.

NOTE: All schedules are preliminary and subject to change based on time of Order Acceptance and/or at release to procurement & manufacturing based on AWC's loading at the time.

3.9 Optional Site Services

Site services for commissioning, training, and performance testing is invoiced on a Time and Material Basis. This allows our clients the flexibility to customize a site service agreement tailored to their specific needs.

Time at site will be invoiced per the prevailing AWC Site Services Rate Table at time of services, see Appendix C.

3.10 Warranty

AWC warranty has been included for reference as Appendix B Standard Equipment Warranty. Additional coverage is available, please contact your representative for details.

3.11 Customer Scope of Supply

AWC's standard scope of supply is focused on delivering fully integrated, process-ready systems. To support flexibility, efficiency, and transparent execution, certain site-specific responsibilities fall outside our supply boundary. These exclusions are clearly defined not only to establish responsibility but also to provide the opportunity to leverage local resources, reduce costs, and align installation with site-specific requirements.

The following items are not included in AWC's scope of supply:

Shipping, receiving, unloading, and storage of materials are managed on site to ensure coordination with local logistics, handling equipment, and schedule preferences.

Installation of supplied equipment is excluded, allowing local trades or contractors to carry out work in accordance with familiar site practices and regional codes.



Site preparation, foundations, and building work are excluded to maintain full flexibility in structural and civil design, whether integrating with new construction or existing infrastructure.

Field electrical wiring and conduit between control panels and junction boxes or equipment is performed on site to align with regional electrical codes and wiring practices.

Minor re-termination of equipment wiring, where disconnections are necessary for shipping, is completed during installation and does not require factory assistance.

Final electrical connections to auxiliary devices such as blowers or metering pumps are carried out on site to suit specific layouts and electrical infrastructure.

Permitting and regulatory approvals are outside the scope of supply, as these are inherently site-specific and require coordination with local authorities.

Site Investigation and field verification of dimensions of the existing DAF basins is excluded

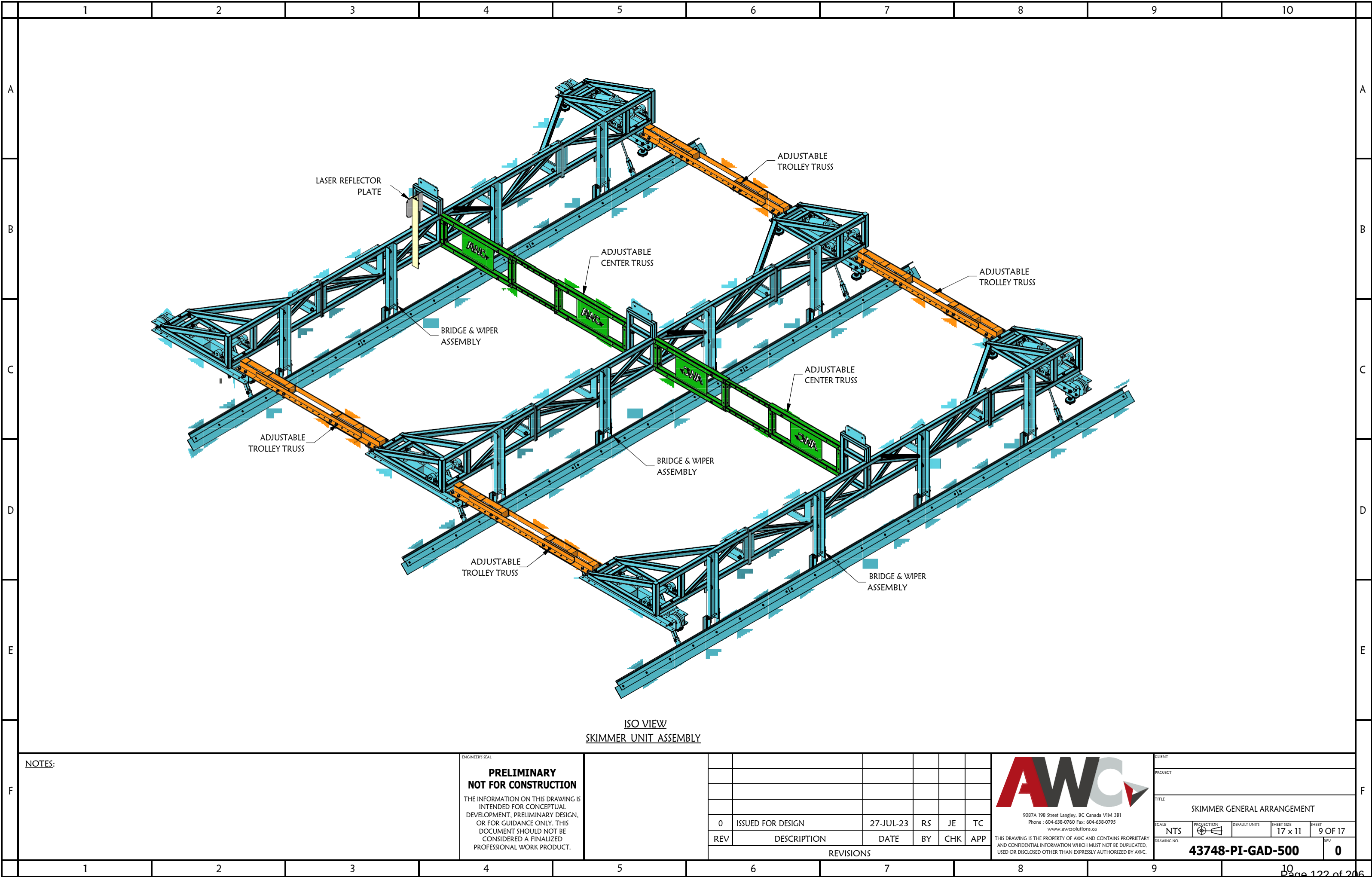
This division of responsibilities ensures a clean project interface, supports installation flexibility, and enables efficient coordination with site-level contractors, schedules, and regulatory frameworks.

A faint, stylized map of a region, likely in Pennsylvania, showing various towns and geographical features. The map is rendered in a light blue and yellow color scheme, with the text 'EXHIBIT 1' overlaid in the center.

EXHIBIT 1 EXAMPLE SKIMMER DRIVE

A large, faded background image showing a water treatment facility. It includes various circular tanks, pipes, and structural elements, all in a light blue and grey color scheme.

EXHIBIT 2 EXAMPLE SKIMMER ASSEMBLY





APPENDIX A [INTENTIONALLY OMITTED]

APPENDIX B STANDARD EQUIPMENT WARRANTY

1. For the Warranty Period, AWC WATER SOLUTIONS LTD. (“**AWC**”) warrants that the identified equipment (“**Equipment**”) will be free from defects in fabrication, subject to the terms of this Warranty.
2. For all valid Warranty Claims made by the Client, AWC will repair or replace any defective parts in the Equipment, free of charge, provided that the defective Equipment is returned to AWC. All returns shall be made at the sole cost of the Client to the address designated by AWC, shipping costs prepaid. Should AWC determine that the Equipment requires replacement, AWC will immediately commence sourcing of the replacement and will keep Client apprised of the delivery schedule. Replaced Equipment shall be subject to the balance of the original Warranty period. Should AWC determine that a Warranty Claim is not covered by this Warranty, AWC will offer to repair or replace the Equipment subject to the Client’s written acceptance of AWC’s quotation for same.
3. The Client shall issue AWC immediate written notice, within ten (10) business days of discovery of defect, of any Equipment defect upon discovery in compliance with the terms of this Warranty. Any Warranty Claim that is not made within ten (10) business days of discovery, or that is not made in compliance with this Warranty or that is made after the expiry of the Warranty Period will not be honoured.
4. This Warranty excludes Warranty Claims for:
 - a. any Equipment failure caused by incorrect storage or deviation from manufacturer’s preservation instructions,
 - b. any Equipment failure caused by deviation of AWC’s transportation or lifting procedures / instructions or generally recognized Industry practices,
 - c. any Equipment failure caused directly or indirectly by the improper operation or maintenance of the Equipment,
 - d. any Equipment failure caused directly or indirectly by any failure to comply with the Operations Manual, the Maintenance Manual, system design specifications, any written directions issued by AWC from time to time or recognized industry operating practices,
 - e. any Equipment that has been modified or repaired by the Client or the Client’s Contractor unless it has been modified or repaired strictly in compliance with AWC’s written instructions as confirmed by photos and videos taken at the time of the modification or repair and sent to AWC promptly,
 - f. any damage to Equipment caused by any person intentionally or unintentionally other than by AWC, its employees or contractors,
 - g. any damage to the Equipment caused by a facility fire, accident, or Force Majeure event,
 - h. paint or coatings are not warrantied beyond manufacturer’s standard periods,
 - i. any Equipment parts that are designated by AWC or recognized within common industry practices as ordinary wear and tear items or
 - j. any Equipment that has been modified by AWC at the request of the Client or its Contractor against the written advice of AWC.
5. Any Warranty Claim shall include a clear written description of the Equipment defect, and all relevant data to assist

in remedying the defect. Upon request by AWC, the Client shall promptly supply copies of the operators log data, maintenance records, names of the operators operating the equipment, specific photos and videos related to the Equipment, and other data requested by AWC from time to time. If Client has not maintained the operator's log and maintenance records in the manner required by the Operations and Maintenance manual or in a manner inconsistent with normal/standard operating procedures, this warranty may, at AWC's discretion, be invalidated by written notice.

6. The Client shall hire competent operators to run and maintain the Equipment and provide AWC with all information related to any Warranty Claim. Upon receipt of a Warranty Claim, AWC will assist the Client's operator remotely (by telephone or other electronic means) with the diagnosis, repair and replacement of defective Equipment or parts or any other resolution of any Warranty Claim. Immediately after completing any Warranty Claim repair or Equipment replacement, the Client shall send photos and videos showing that the work has been completed in compliance with AWC's instructions.
7. Any Warranty Claims will not be honoured if any undisputed amounts payable to AWC by the Client, its Contractor or relating to the project are past-due unless payment is promptly made after receipt of written notice from AWC.
8. AWC's sole and exclusive liability to the Client, for the supplied Equipment or services, shall be limited to AWC's obligations in this Warranty whether the claim is based in contract, tort or on any other legal basis. In no event shall AWC be responsible for any claims related to indirect, consequential, incidental, or liquidated damages related to the Equipment or services supplied by AWC or its contractors. In no event shall AWC's liability to the Client for all Warranty Claims arising from the supply of the Equipment and services exceed the policy limits of any insurance policies AWC has in place as required by section 12.1 of the Equipment Design, Manufacture and Commissioning Agreement, for any Warranty Claims for which insurance coverage is in place and which are confirmed to be covered by AWC's insurer, or a maximum of 150% of the purchase price of the Equipment as set forth in the Equipment Design, Manufacture and Commissioning Agreement for all other Warranty Claims which fall outside the scope of AWC's insurance coverage. If AWC completes any Equipment repair on a goodwill basis, it shall not constitute any admission of liability relating to the Equipment.
9. This Warranty provides the sole remedy for all claims based on a failure of or defect in the Equipment or related to any services supplied by AWC. Any implied or express conditions or warranties regarding the Equipment imposed by any applicable Sale of Goods legislation or other legislation are hereby excluded. Any liability of AWC with respect to the Equipment or services supplied will end on the expiry date of the Warranty. Only the identified Client may make a claim under this Warranty. The Warranty shall not be transferrable, without the prior written consent of AWC, which shall not be unreasonably withheld. This Warranty shall be interpreted in accordance with the laws of the British Columbia, Canada and any claims under this Warranty or otherwise against AWC shall be resolved exclusively by the courts in the County of Weld, State of Colorado.

Warranty Period

12 months from completion of the Commissioning Plan and Client's execution of the acceptance certificate, as described in the Equipment Design, Manufacture and Commissioning Agreement, or 18 months from delivery of the Equipment to Client, whichever is earlier.

APPENDIX C SITE SERVICES RATE SHEET

 2025 TIME & MATERIALS RATE SHEET	
POSITION	RATE
Projects	
Project Sponsor	\$242
Project Manager	\$167
Project Accounting	\$167
Supply Chain – Buyer/Expeditor/Logistics	\$130
Quality Surveillance	
QA/QC Co-ordinator	\$167
Engineering & Design	
Applications Engineer/SME	\$242
Lead Engineer	\$204
Project Engineer	\$167
Designer	\$141
Automation Specialist	\$167
Document Controller	\$130
Fabrication/Shop	
Production Manager	\$242
Fabricator/Welder	\$167
Assembly/Pipe Fitter	\$137
Millwright/ Machinist	\$137
Electricians & Panel Technicians	\$137
Shipping/ Receiving	\$93
Field Operations	
Site Fabrication	\$1900/Day
Site Assembly	\$1900/Day
Site Electrical	\$1900/Day
Site Automation	\$1900/Day
Commissioning	\$1900/Day
Operations	\$1900/Day

All prices are in US Dollars.

Notes:

1. All rates are in US Dollars unless otherwise specified in contract.
2. Labour cost includes base compensation, burdens, overhead and fee.
3. Consumables will be a percentage of manhours estimate.
4. Materials will be specific to project.
5. Travel, Hotel, Meals, and additional onsite costs will be invoiced at cost +15% for all Field Operations.



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

Town Council Agenda Communication

Agenda Date: July 6, 2026

Subject: First Amendment to the Professional Services Agreement between the Town of Johnstown and Waste Connections of Colorado, Inc.

Attachments: 1. First Amendment to Professional Services Agreement with Waste Connections of Colorado, Inc.

Presented by: Tim Hoos, Public Works Director

Agenda Item Description:

The Town entered into a Professional Services Agreement with Waste Connections of Colorado in September of 2021, for a five-year term to cover solid waste and recycling hauling services for residents and Town facilities. The contract also includes hauling material collected during the Town's annual Clean-Up day and dumpster collection service for Town facilities and BBQ day.

Waste Connections has provided reliable service and has been responsive to concerns, issues, and complaints from residents during the initial term of the Agreement. With the original Agreement set to expire on September 1, discussions were initiated with Waste Connections about a possible renewal for another five-year term. Discussions were also had with other trash hauling vendors who indicated they wouldn't be able to beat the Waste Connections price due to Waste Connections owning the landfill closest to Johnstown in Erie.

Waste Connections has agreed to continue the annual pricing plan from the initial agreement that stipulates a maximum 3% inflationary increase each year starting at \$14.95 per month on September 1st and increasing to \$18.44 per month in the last year of the new 5-year term. The proposed starting rate of \$14.95 per month under the proposed new Agreement is 3% higher than the current rate under this last term of the original Agreement. Previous quotes for these services received in 2021 ranged from \$15.50 to \$19.80 per month for solid waste and recycling hauling so the proposed Waste Connections price starting in September is still lower than all other quotes received five years ago. An additional Colorado Department of Public Health & Environment Solid Waste User Fee that averages 2.4% per year has also been imposed on all trash haulers in the State. Waste Connections has agreed not to pass this fee on to the Town for the first year, starting in September 2027. Proposed rates for the next five-year term are as follows:

The remainder of this page is intentionally blank.

Year	Monthly Rate with Inflation and State Solid Waste User Fee (96 gallon bin size)	Proposed 5 year Monthly Flat Rate per Residence (96 gallon bin size)
September 2026	\$14.95	\$18.50*
September 2027	\$15.76	\$18.50
September 2028	\$16.61	\$18.50
September 2029	\$17.50	\$18.50
September 2030	\$18.44	\$18.50

As shown in the table above, Staff recommends that a flat fee of \$18.50 per month be imposed per residence starting January 2027* for the First Amendment to the Agreement, similar to the flat rate that was charged during the five-year term of the original Agreement. The current flat rate charged to each residence is \$14.50 per month so this would be a \$4.00 per month increase that would need to be approved as part of a future fee schedule amendment at the end of the 2026 calendar year. An option for a smaller 64 gallon bin would still be offered at \$12.64 per month starting in September 2026 increasing to \$15.59 per month by September 2030. Residents are currently charged \$12.50 per month for the smaller size. The new recommended flat fee for the smaller size would be \$15.50 per month starting January 2027 for the First Amendment to the Agreement.

Similar to the original Agreement, the additional revenue generated in the first four years would be used for Staff time to handle resident concerns, utility billing staff time, and the remainder used for street maintenance needs from additional degradation caused by the trash trucks driving the streets each week. Approximately 7,250 residences currently participate in the program, which is roughly 90% of the Town's total residences.

Strategic Plan Alignment:

Organizational Excellence & Public Trust

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

Safe & Welcoming Community

- Create programs that connect the community
- Grow an open, inclusive environment where all residents have the opportunity to flourish

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 has reviewed the First Amendment document and has approved the language.

Financial Advice:

The 2026 budget includes \$30,000 for solid waste removal and recycling costs for Town facilities. The remainder of the roughly \$105,000 in monthly fees for residential service are reimbursed to the Town through monthly individual Utility billing invoices.

Recommended Action:

Approval of the First Amendment to the Professional Services Agreement between the Town of Johnstown and Waste Connections of Colorado, Inc.

Suggested Motions:

For Approval

I move to approve the First Amendment to the Professional Services Agreement between the Town of Johnstown and Waste Connections of Colorado, Inc., authorizing the Town Manager to sign the agreement, and consider a future fee schedule amendment of an \$18.50 per month flat rate to residents for the 5-year term of the First Amendment.

For Denial

I move to deny the First Amendment to the Professional Services Agreement with Waste Connections of Colorado, extend the current Agreement on a month to month basis only and solicit formal bids for extending solid waste and recycling hauling services.

Reviewed and Approved for Presentation



Town Manager

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF JOHNSTOWN AND WASTE CONNECTIONS OF COLORADO, INC.

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (“First Amendment”) is made and entered into on this **1st day of September, 2026** (“Effective Date”), by and between by and between the Town of Johnstown, Colorado, a Colorado home-rule municipality (the “Town”), and Waste Connections of Colorado, Inc., a Delaware corporation (“Contractor”) (collectively, the “Parties”).

RECITALS

WHEREAS, on or about September 1, 2021, the Parties entered into that certain Professional Services Agreement concerning the provision of waste collection in the Town (“Agreement”); and

WHEREAS, the Agreement is for a five (5) year term, commencing on September 1, 2021, and terminating on August 31, 2026; and

WHEREAS, Paragraph 2.02 of the Agreement provides that Agreement may be renewed for additional terms subject to written agreement of the Parties and annual appropriation by the Town; and

WHEREAS, the Parties desire to extend the term of the Agreement for an additional five years, to and including August 31, 2031; and

WHEREAS, capitalized terms used herein not otherwise defined shall have the meaning set forth in the Agreement; and

WHEREAS, to effectuate the foregoing, the Parties desire to enter into this First Amendment to Agreement.

AGREEMENT

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

1. Recitals. The Recitals set forth above are incorporated herein by reference.
2. Extension of Term of Agreement. On and after September 1, 2026, Paragraph 2.02 of the Agreement shall be replaced in its entirety with the following:

2.02 Term. Unless otherwise terminated in accordance with Section 5, the term of this Agreement shall be from September 1, 2026, and shall remain in effect for a period of five (5) years, to and including August 31, 2031. This Agreement may be renewed for additional terms subject to written agreement of the parties and annual appropriation by the Town.

3. Damage and Indemnity. On and after September 1, 2026, Paragraph 4.02 of the Agreement shall be replaced in its entirety with the following:

4.02 Damage and Indemnity. Contractor assumes full responsibility for any and all damages caused by Contractor's negligent exercise of its activities under by this Agreement unless such is caused by the negligence or willful misconduct of the Town, its officers, agents or employees. Contractor agrees that it will at all times protect, defend and indemnify and hold harmless the Town, its officers, agents, employees, tenants and their successors and assigns from and against all liabilities, losses, claims, demands, actions and court costs (including reasonable attorneys' fees), arising from or related to loss or damage to property or injury to or death to any persons to the extent resulting in any manner from the negligence or willful misconduct of Contractor or any invitees, guests, agents, employees or subcontractors of Contractor, whether brought by any of such persons or any other person arising from Contractor's activities as authorized by this Agreement.

4. Removal of Illegal Alien Provisions and Addition of Data Security. On and after the Effective Date, Paragraph 8.03 of the Agreement and the corresponding Exhibit B shall be deleted from the Agreement in their entirety and, in the place of Paragraph 8.03, the following shall be inserted into the Agreement:

8.03 Data Security. If Contractor has access to personal identifying information during the term of this Agreement, Contractor shall, pursuant to Section 24-73-101, *et seq.*, C.R.S., destroy all paper and electronic documents containing such personal identifying information within six months of termination of this Agreement, unless otherwise required by law. During the term of this Agreement, Contractor shall implement and maintain reasonable security procedures that are appropriate to the nature of the personal identifying information disclosed or maintained and that are reasonably designed to help protect the information from unauthorized access, use, modification, disclosure or destruction. If Contractor discovers or is informed of a security breach, Contractor shall give the Town notice in the most expedient time and without unreasonable delay, no later than ten (10) calendar days after it is determined a security breach occurred. Contractor shall cooperate with the Town in the event of a security breach that compromises computerized data, if misuse of personal information about a Colorado resident occurred or is likely to occur. Cooperation includes sharing with the Town information relevant to the security breach.

5. Colorado Producer Responsibility Program for Statewide Recycling Act. On and after the Effective Date, Paragraph 8.17.9 shall be added to the Agreement.

8.17.9. The Parties recognize and agree that, pursuant to the Colorado Producer Responsibility Program for Statewide Recycling Act, C.R.S. §§ 25-17-701 *et seq.*, the Town or Contractor may have access to funds to reimburse the Parties for costs associated with recycling services. If the Town or Contractor participate in the program after the Effective Date, the Parties shall collaborate in good faith to make any modifications to the Agreement, including Exhibit A, that may be required to accommodate such participation. For the avoidance of doubt, unless otherwise required by law, this Agreement shall not obligate the Town to participate in the program, and the Town's participation is contingent

upon execution of an agreement with Circular Action Alliance Colorado LLC, a Delaware limited liability company (“CAA”), upon acceptable terms.

6. Replacement of Exhibit A. On and after September 1, 2026, Exhibit A attached to the Agreement shall be replaced in full with the form of Exhibit A attached hereto and incorporated herein by reference.

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

[Remainder of page intentionally left blank.]

EXHIBIT A

DUTIES AND COMPENSATION

Contractor shall provide the following services for collection and removal of Waste Materials, as that term is defined below, within the Town of Johnstown.

Waste Materials: The waste materials to be collected and disposed of by the Contractor pursuant to the Agreement shall consist of all solid waste (including recyclable materials) as described below (“Waste Materials”); provided, however, that the term Waste Materials shall specifically exclude, and the residents and the other municipal offices of the Town receiving services pursuant to this Agreement, shall not deposit in Contractor’s equipment or place for collection by Contractor, any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, bio-hazardous, toxic, or hazardous materials, as defined by applicable federal, state, or local laws, rules, or regulations (“Excluded Waste”). Title to and liability for any Excluded Waste shall remain with the party who generated or placed out for collection by Contractor such Excluded Waste. Contractor shall have no obligation to collect any waste materials which are, or which Contractor reasonably believes to be, Excluded Waste.

1. Contractor shall provide the following residential curbside services:

- a. Option 1: Weekly collection of one (1) 96-gallon cart for trash and bi-weekly collection of (1) 96-gallon cart for recycling. Both carts are provided to each residence at no cost or deposit.

The rate for this service is \$14.95/month.

- b. Option 2: Weekly collection of one (1) 64-gallon cart for trash and bi-weekly collection of (1) 96-gallon cart for recycling. Both carts are provided to each residence at no cost or deposit.

The rate for this service is \$12.64/month.

- c. Option 3: Weekly collection of one (1) 96-gallon cart for trash. Cart to be provided to each residence at no cost or deposit.

The rate for this service is \$12.64/month.

- d. Option 4: Weekly collection of one (1) 64-gallon cart for trash. Cart to be provided to each residence at no cost or deposit.

The rate for this service is \$10.33/month.

2. Waste Connections shall be entitled to increase the monthly rates set forth above by \$0.50 for every five-percent (5%) of households, or 260 households, that opt out of the Services. The number of households that opt out of the Services shall be evaluated by Waste Connections, if at all, on a quarterly basis during the calendar year. The first opportunity to adjust rates based on opt out numbers shall be January 1, 2027. For the avoidance of doubt, if less than 260 households opt out of the Services, then Waste

Connections shall not be entitled to adjust the rates. If 300 residents opt out of the Services, then Waste Connections shall be entitled to increase the rates by \$0.50.

3. Additional containers shall be provided by Contractor to residents, when requested, at a monthly charge. Contractor shall bill the Customer directly for additional containers.

The rate for this service is \$4.00/month

4. Large item pick up shall be billed by the Contractor to residents, when requested, at a per item cost. Contractor shall coordinate and bill the Customer directly for large item pick up.

- a. Large items include, but are not limited to, chairs, sofas, mattresses, piles of wood, and other such materials.
- b. Large items do not include white goods, hazardous materials, or tires.

The rate for this service is \$15.00 per large item

5. Curbside Christmas tree pick up shall be offered at no charge through January of each year during the term of the Agreement.
6. Contractor shall offer waste and recycling containers for special events to be negotiated directly with the Town or at the following rate:

30 yard roll off dumpster, \$260/haul with 5 tons included and \$35/ton over 5 tons.

7. Annually for the Town's Spring clean-up event, the Contractor shall provide a minimum of two (2) rear loader truck and (5) roll of dumpsters at no additional charge. Town shall designate the event dates, which generally occur on a Saturday in the Spring.
8. During the term of the Agreement, Contractor shall provide the collection and removal of Waste Materials in support of municipal activities to the following:

- a. One (1) 30 yard roll off dumpster, located at Public Works yard, to be on call for service. The rate, when hauled, will be \$260/haul with 5 tons included and \$35/ton over 5 tons.

- b. Town Facilities:

i.	Town Hall	3-yard waste 1x week	\$95.00/month
	Town Hall	3-yard recycle 1x week	\$95.00/month
ii.	Senior Center	3-yard waste 1x week	\$95.00/month
	Senior Center	(2) 96 gallon recycle 1x week	\$0.00/month
iii.	Town Museum	96-gallon waste 1x week	\$12.90/month
	Town Museum	96 gallon recycle 1x week	\$0.00/month
iv.	Police Department	3-yard waste 1x week	\$95.00/month
	Police Department	3-yard recycle 1x week	\$95.00/month
v.	Public works	3-yard recycle 1x week	\$95.00/month
vi.	Cemetery	3-yard waste 1x week	\$95.00/month
	Water Plant	3-yard waste 1x week	\$95.00/month
	Water Plant	3-yard recycle 1x week	\$95.00/month
vii.	Low Point Plant	3-yard waste 1x week	\$95.00/month

	Low Point Plant	3-yard recycle 1x week	\$95.00/month
viii.	Central Plant	3-yard waste 1x week	\$95.00/month
	Central Plant	3-yard recycle 1x week	\$95.00/month
ix.	Fire Station	3-yard waste 1x week	\$95.00/month
	Fire Station	3-yard recycle 1x week	\$95.00/month

- Pricing: All rates are firm for twelve months from the Effective Date of the Agreement with subsequent price increases predicated on the lesser of 3% or the Denver/Boulder CPI.
- An annual solid waste user fee, mandated by the State, is applied separately from base rate increases. This fee is adjusted each year and will not exceed the rate established by the State.

9. Contractor shall provide notice to the Town of price increases at least sixty (60) days in advance of such increase with an explanation of the basis for the increase.

Contractor shall report directly to the Town Manager or his/her designee in connection with the performance of the duties under the Agreement and shall fulfill any other duties reasonably requested by the Town and agreed to by the Contractor.



450 S. Parish Avenue
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970-587-4664
JohnstownCO.gov

Town Council Agenda Communication

Agenda Date: July 6, 2026

Subject: Consideration of a New Hotel and Restaurant Liquor License for On The Hook Fish and Chips

Attachments:

1. Application
2. Johnstown Police Department Report
3. Neighborhood Boundary
4. Preliminary Findings
5. Order Approving Liquor License
6. Petition & Affidavit

Presented by: Meghan Martinez, Town Clerk

Agenda Item Description:

This item is a public hearing for a new Hotel and Restaurant Liquor License application submitted by OTH Store 1, LLC, doing business as On The Hook Fish and Chips, located at 4884 Larimer Parkway, Johnstown, Colorado.

When considering approval or denial of the application, the Town Council acts as the Local Licensing Authority and must consider the reasonable requirements of the neighborhood, the desires of the adult inhabitants, the number, type, and availability of other similar liquor-licensed establishments located within or near the neighborhood, and the character of the applicant, as required by Colorado law.

The applicant has submitted the required application materials and successfully completed the background investigation required by state law. The public hearing has been scheduled in accordance with the notice and timing requirements established in Title 44 of the Colorado Revised Statutes.

The premises were properly posted, and the Affidavit of Posting has been provided for Council's review. In addition, public notice of the hearing was published in the Johnstown Breeze in accordance with statutory requirements.

Should the Town Council approve the application, it will be forwarded to the Colorado Liquor Enforcement Division for final state review and issuance.

Strategic Plan Alignment:

Healthy & Resilient Economy

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

Legal Advice:

The application was reviewed by the Town Attorney.

Financial Advice:

N/A

Recommended Action:

Staff recommends approval of the Hotel and Restaurant Liquor License for OTH Store 1, LLC dba On The Hook Fish and Chips.

Suggested Motions:

For Approval: I move to approve the new Hotel and Restaurant Liquor License for OTH Store 1, LLC dba On The Hook Fish and Chips

For Denial: I move to deny the application for a new Hotel and Restaurant Liquor License for OTH Store 1, LLC dba On The Hook Fish and Chips.

Reviewed and Approved for Presentation



Town Manager

Colorado Liquor Retail License Application

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

☒ Paid Online

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

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

Applicant is applying as a/an ☐ Individual ☒ Limited Liability Company ☐ Association or Other

☐ Corporation ☐ Partnership (includes Limited Liability and Spouse or Partner in a Civil Union)

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

OTH Store 1 LLC

FEIN Number

State Sales Tax Number

Trade Name of Establishment (DBA)

Business Telephone

On The Hook Fish and Chips

307-221-6277

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

4884 Larimer Parkway

City

County

State

ZIP Code

Johnstown

Weld

CO

80534

Mailing Address (Number and Street)

3717 Cherrywood West Loop

City or Town

State

ZIP Code

Laramie

WY

82070

Email Address

blaine@onthehookfishandchips.com

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

Present Trade Name of Establishment (DBA)

Present State License Number

Present Class of License

Present Expiration Date

Section A Nonrefundable application fees*

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

Section B Liquor License Fees*

☐	Add Optional Premises to H & R.....	\$100.00 X		Total	
☐	Add Sidewalk Service Area.....				\$75.00
☐	Arts License (City).....				\$308.75
☐	Arts License (County).....				\$308.75
☐	Beer and Wine License (City).....				\$351.25
☐	Beer and Wine License (County).....				\$436.25
☐	Brew Pub License (City).....				\$750.00
☐	Brew Pub License (County).....				\$750.00
☐	Campus Liquor Complex (City).....				\$500.00
☐	Campus Liquor Complex (County).....				\$500.00
☐	Campus Liquor Complex (State).....				\$500.00
☐	Club License (City).....				\$308.75
☐	Club License (County).....				\$308.75
☐	Distillery Pub License (City).....				\$750.00
☐	Distillery Pub License (County).....				\$750.00
☐	Entertainment Facility License (City).....				\$500.00
☐	Entertainment Facility License (County).....				\$500.00
☒	Hotel and Restaurant License (City).....				\$500.00
☒	Hotel and Restaurant License (County).....				\$500.00
☐	Hotel and Restaurant License with one optional premises (City).....				\$600.00
☐	Hotel and Restaurant License with one optional premises (County).....				\$600.00
☐	Liquor-Licensed Drugstore (City).....				\$227.50
☐	Liquor-Licensed Drugstore (County).....				\$312.50
☐	Lodging Facility License (City).....				\$500.00
☐	Lodging Facility License (County).....				\$500.00

Section B Liquor License Fees* (Continued)

☐	Manager Registration - H & R.....	\$30.00
☐	Manager Registration - Tavern.....	\$30.00
☐	Manager Registration - Lodging & Entertainment.....	\$30.00
☐	Manager Registration - Campus Liquor Complex.....	\$30.00
☐	Optional Premises License (City).....	\$500.00
☐	Optional Premises License (County).....	\$500.00
☐	Racetrack License (City).....	\$500.00
☐	Racetrack License (County).....	\$500.00
☐	Resort Complex License (City).....	\$500.00
☐	Resort Complex License (County).....	\$500.00
☐	Related Facility - Campus Liquor Complex (City).....	\$160.00
☐	Related Facility - Campus Liquor Complex (County).....	\$160.00
☐	Related Facility - Campus Liquor Complex (State).....	\$160.00
☐	Retail Gaming Tavern License (City).....	\$500.00
☐	Retail Gaming Tavern License (County).....	\$500.00
☐	Retail Liquor Store License - Additional (City).....	\$227.50
☐	Retail Liquor Store License - Additional (County).....	\$312.50
☐	Retail Liquor Store (City).....	\$227.50
☐	Retail Liquor Store (County).....	\$312.50
☐	Tavern License (City).....	\$500.00
☐	Tavern License (County).....	\$500.00
☐	Vintners Restaurant License (City).....	\$750.00
☐	Vintners Restaurant License (County).....	\$750.00

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

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

Liability Information

License Account Number

Liability Date

License Issued Through (Expiration Date)

Total

\$

Application Documents Checklist and Worksheet

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

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

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

I. Applicant information

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

II. Diagram of the premises

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

III. Proof of property possession (One Year Needed)

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

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

- ☒ Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members)
- ☒ Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved State Vendor. Master File applicants submit results to the State
Do not complete fingerprint cards prior to submitting your application.
The Vendors are as follows:
IdentoGO
Appointment Scheduling Website: <https://uenroll.identogo.com/workflows/25YQHT>
Phone: 844-539-5539 (toll-free)
IdentoGO FAQs: <https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/biometric-identification-and-records-unit-faqs>
State Liquor Code for IdentoGO: 25YQHT
Colorado Fingerprinting
Appointment Scheduling Website: <http://www.coloradofingerprinting.com/cabs/>
Phone: 720-292-2722 833-224-2227 (toll free)
State Liquor Code for Colorado Fingerprinting: C030LIQI

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

V. Sole proprietor/Spouse or partners in a civil union (if applicable)

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

VI. Corporate applicant information (if applicable)

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

VII. Partnership applicant information (if applicable)

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

VIII. Limited Liability Company applicant information (if applicable)

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

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

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

1. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?..... ☐ Yes ☒ No
2. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):
- a. Been denied an alcohol beverage license?..... ☐ Yes ☒ No
- b. Had an alcohol beverage license suspended or revoked?..... ☐ Yes ☒ No
- c. Had interest in another entity that had an alcohol beverage license suspended or revoked?..... ☐ Yes ☒ No

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

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

If "yes", explain in detail.

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

Waiver by local ordinance? ☐ Yes ☐ No

Other

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

6. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? **NOTE:** The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS..... ☐ Yes ☒ No

For additional Retail Liquor Store only.

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

- b. Are you a Colorado resident?..... ☐ Yes ☐ No

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

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

☐ Ownership ☒ Lease ☐ Other (Explain in detail)

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

Landlord	Tenant	Expires
Johnstown 3425, LLC	OTH Store 1, LLC	06/26/2035

- b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question on page 9..... ☐ Yes ☒ No

- c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8½" X 11".

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

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

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

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

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

10. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?..... ☐ Yes ☐ No

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

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

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

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

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

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

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

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

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

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

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

14. Campus Liquor Complex applicants answer the following:

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

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

15. For all on-premises applicants.

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

Last Name of Manager

Rasmuson

First Name of Manager

Blaine

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

Name

Type of License

Account Number

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

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

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

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

- b.** Designated Manager for Related Facility - Campus Liquor Complex

Last Name of Manager

First Name of Manager

18. Entertainment Facility License

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

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

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

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

19. Tax Information.

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

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

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

Name				Date of Birth (MM/DD/YY)	
Blaine Rasmuson				05/07/1997	
Street Address					
3717 Cherrywood West Loop					Parent
City	State	ZIP Code	Position	% Owned	
Laramie	WY	82070	Principal Officer	100	

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

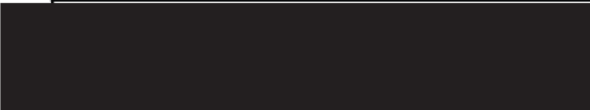
- ** If applicant is owned 100% by a parent company, please list the designated principal officer on above.
- ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)
- ** If total ownership percentage disclosed here does not total 100%, applicant must check this box:

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

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

Oath Of Applicant

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

Printed Name	Blaine Rasmuson		Title	Principal Officer
Authorized Signature			Date (MM/DD/YY)	06/05/2026

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

Date application filed with local authority

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

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

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

☐ Fingerprinted

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

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

(Check One)

☐ Date of inspection or anticipated date

☐ Will conduct inspection upon approval of state licensing authority

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

☐ Yes ☐ No

☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000?.....

☐ Yes ☐ No

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

☐ Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?.....

☐ Yes ☐ No

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

Report and Approval of Local Licensing Authority (Continued)

Local Licensing Authority approves the Temporary Permit..... ☐ Yes ☐ No

Approval Date of the Temporary Permit

Expiration Date of the Temporary Permit

*If the temporary permit expires or an extension is required, the state liquor licensing authority should be notified of the status of the temporary permit.

**If the temporary permit information is not filled out for the transfer of ownership, the Transfer Application will not be accepted and processed.

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

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

Proof of Violation

Local Licensing Authority for

Telephone Number

☐ Town, City

☐ County

Printed Name

Title

Signature

Date (MM/DD/YY)

Printed Name

Title

Signature

Date (MM/DD/YY)

Tax Check Authorization, Waiver, and Request to Release Information

I, Blaine Rasmuson

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

(the “Applicant/Licensee”)

OTH Store 1, LLC

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

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

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

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

Name (Individual/Business)

OTH Store 1, LLC

Business/Work Phone Number

3072216277

Street Address

4884 Larimer Parkway

City

Johnstown

State

CO

ZIP Code

80534

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

Blaine Rasmuson

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

Date Signed

06/05/2026

Privacy Act Statement

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

Individual History Record

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

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

Name of Business

OTH Store 1 LLC dba On the Hook Fish and Chips

Home Phone Number

Cellular Number

Your Full Name (last, first, middle)

Rasmuson, Blaine, Curtis

List any other names you have used

Mailing address (if different from residence)

3717 Cherrywood West Loop, Laramie, WY 82070

Email Address

blaine@onthehookfishandchips.com

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

Current Street and Number

3717 Cherrywood West Loop

From:

2020

Previous Street and Number

From:

Current City, State, ZIP

Laramie, WY 82070

To:

Present

Previous City, State, ZIP

To:

Individual History Record (Continued)

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

Name of Employer or Business

On the Hook Fish and Chips

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

3717 Cherrywood West Loop, Laramie, WY 82070

Position Held

Principal Officer

From:

2020

To:

Present

Name of Employer or Business

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

Position Held

From:

To:

Name of Employer or Business

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

Position Held

From:

To:

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

Name of Relative

Relationship to You:

Position Held

Name of Licensee

Name of Relative

Relationship to You:

Position Held

Name of Licensee

Individual History Record (Continued)

Name of Relative

Relationship to You:

Position Held

Name of Licensee

Name of Relative

Relationship to You:

Position Held

Name of Licensee

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

(If yes, answer in detail.)

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

(If yes, answer in detail.)

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

(If yes, answer in detail.)

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

(If yes, answer in detail.)

Individual History Record (Continued)

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

(If yes, answer in detail.)

Personal and Financial Information

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

Date of Birth

Social Security Number

Place of Birth

U.S. Citizen

☒ Yes

☐ No

If Naturalized, state where

When

Name of District Court

Naturalization Certificate Number

Date of Certification

If an Alien, Give Alien's Registration Card Number

Permanent Residence Card Number

Height

Weight

Hair Color

Eye Color

Gender

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

Driver's License Number

Driver's License State

Financial Information

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

700,000
10. List the total amount of the **personal** investment, made by the person listed on page 1 in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid.....

0

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

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

Personal and Financial Information (Continued)

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

Type: Cash, Services or Equipment

Account Type

Bank Name

Amount

Type: Cash, Services or Equipment

Account Type

Bank Name

Amount

Type: Cash, Services or Equipment

Account Type

Bank Name

Amount

Type: Cash, Services or Equipment

Account Type

Bank Name

Amount

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

Type: Cash, Services or Equipment

Loans

Account Type

Bank Name

Amount

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

Name of Lender

Address

Term

Security

Amount

Personal and Financial Information (Continued)

Name of Lender

Address

Term

Security

Amount

Name of Lender

Address

Term

Security

Amount

Name of Lender

Address

Term

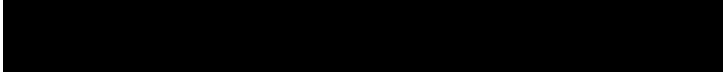
Security

Amount

Oath of Applicant

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

Electronic signature is not accepted, physical signature is required.



Print Signature

Title



Wyoming Secretary of State
Herschler Bldg East, Ste.100 & 101
Cheyenne, WY 82002-0020
Ph. 307-777-7311

For Office Use Only
WY Secretary of State
FILED: May 12 2025 12:52PM
Original ID: 2025-001676151

Limited Liability Company Articles of Organization

- I. The name of the limited liability company is:**
OTH Store 1, LLC
- II. The name and physical address of the registered agent of the limited liability company is:**
Blaine Rasmuson
1201 Mill Street
Laramie, WY 82072
- III. The mailing address of the limited liability company is:**
3717 Cherrywood West Loop
Laramie
Laramie, Wyoming 82070
- IV. The principal office address of the limited liability company is:**
3717 Cherrywood West Loop
3717 Cherrywood West Loop
Laramie, Wyoming 82070
- V. The organizer of the limited liability company is:**
OTH Management, LLC
3717 Cherrywood West Loop, Laramie, WY 82070

Signature: *Blaine Rasmuson* **Date:** 05/12/2025

Print Name: Blaine Rasmuson

Title: Vice President

Email: blaine@onthehookfishandchips.com

Daytime Phone #: 3072216277

- ☒ I am the person whose signature appears on the filing; that I am authorized to file these documents on behalf of the business entity to which they pertain; and that the information I am submitting is true and correct to the best of my knowledge.
- ☒ I am filing in accordance with the provisions of the Wyoming Limited Liability Company Act, (W.S. 17-29-101 through 17-29-1105) and Registered Offices and Agents Act (W.S. 17-28-101 through 17-28-111).
- ☒ I understand that the information submitted electronically by me will be used to generate Articles of Organization that will be filed with the Wyoming Secretary of State.
- ☒ I intend and agree that the electronic submission of the information set forth herein constitutes my signature for this filing.
- ☒ I have conducted the appropriate name searches to ensure compliance with W.S. 17-16-401.
- ☒ I consent on behalf of the business entity to accept electronic service of process at the email address provided with Article IV, Principal Office Address, under the circumstances specified in W.S. 17-28-104(e).

Notice Regarding False Filings: Filing a false document could result in criminal penalty and prosecution pursuant to W.S. 6-5-308.

W.S. 6-5-308. Penalty for filing false document.

(a) A person commits a felony punishable by imprisonment for not more than two (2) years, a fine of not more than two thousand dollars (\$2,000.00), or both, if he files with the secretary of state and willfully or knowingly:

(i) Falsifies, conceals or covers up by any trick, scheme or device a material fact;

(ii) Makes any materially false, fictitious or fraudulent statement or representation; or

(iii) Makes or uses any false writing or document knowing the same to contain any materially false, fictitious or fraudulent statement or entry.

- ☒ I acknowledge having read W.S. 6-5-308.

Filer is: ☒ An Individual ☐ An Organization

Filer Information:

By submitting this form I agree and accept this electronic filing as legal submission of my Articles of Organization.

Signature: Blaine Rasmuson Date: 05/12/2025
Print Name: Blaine Rasmuson
Title: Vice President
Email: blaine@onthehookfishandchips.com
Daytime Phone #: 3072216277

Consent to Appointment by Registered Agent

Blaine Rasmuson, whose registered office is located at **1201 Mill Street, Laramie, WY 82072**, voluntarily consented to serve as the registered agent for **OTH Store 1, LLC** and has certified they are in compliance with the requirements of W.S. 17-28-101 through W.S. 17-28-111.

I have obtained a signed and dated statement by the registered agent in which they voluntarily consent to appointment for this entity.

Signature:	<u>Blaine Rasmuson</u>	Date: 05/12/2025
Print Name:	Blaine Rasmuson	
Title:	Vice President	
Email:	blaine@onthehookfishandchips.com	
Daytime Phone #:	3072216277	

STATE OF WYOMING
Office of the Secretary of State

I, CHUCK GRAY, Secretary of State of the State of Wyoming, do hereby certify that the filing requirements for the issuance of this certificate have been fulfilled.

CERTIFICATE OF ORGANIZATION

OTH Store 1, LLC

I have affixed hereto the Great Seal of the State of Wyoming and duly executed this official certificate at Cheyenne, Wyoming on this **12th** day of **May, 2025** at **12:52 PM**.

Remainder intentionally left blank.



Filed Date: 05/12/2025

A handwritten signature in cursive script that reads "Chuck Gray". The signature is written in black ink and is positioned above a horizontal line.

Secretary of State

Filed Online By:
Blaine Rasmuson
on 05/12/2025

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

OTH STORE 1 LLC

is an entity formed or registered under the law of Wyoming, has complied with all
applicable requirements of this office, and is in good standing with this office. This entity has
been assigned entity identification number 20258421679.

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 05/28/2026 that have been posted, and by documents delivered to this office
electronically through 06/01/2026 @ 09:20:43.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this
official certificate at Denver, Colorado on 06/01/2026 @ 09:20:43 in accordance with applicable law.
This certificate is assigned Confirmation Number 18626156.



Jena Griswold

Secretary of State of the State of Colorado

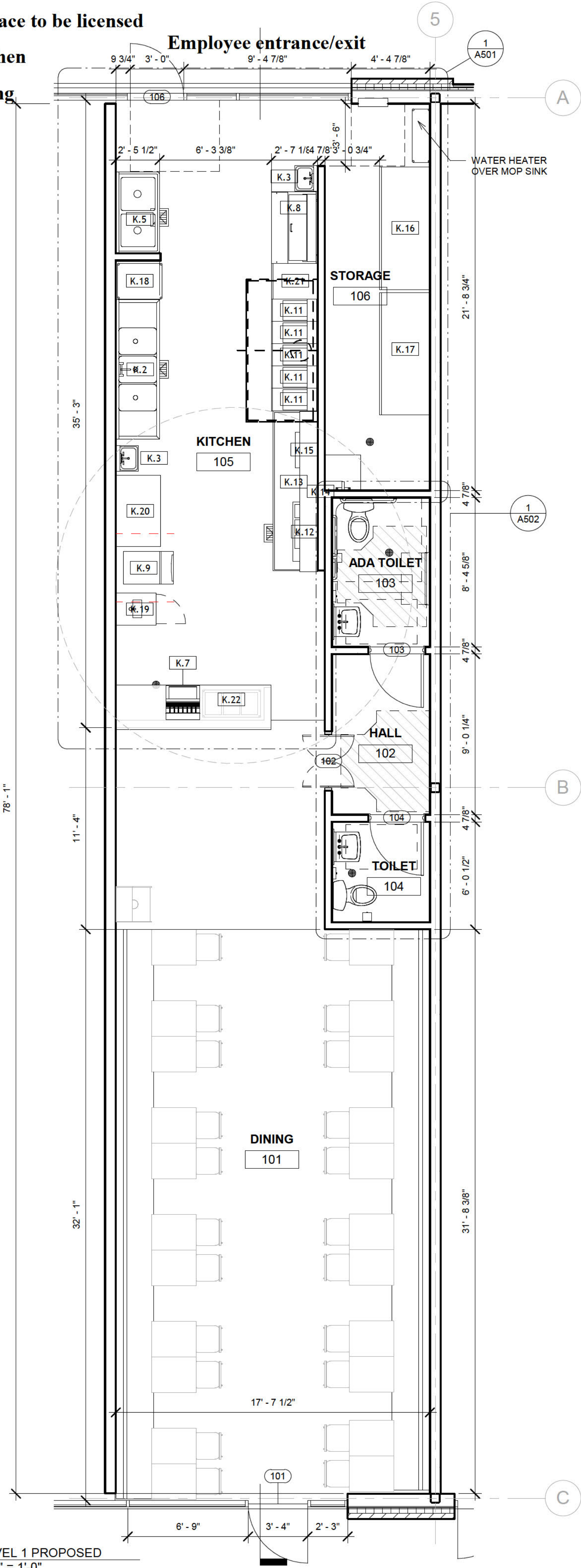
*****End of Certificate*****

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

Entire space to be licensed

Kitchen
Dining

Employee entrance/exit



2 LEVEL 1 PROPOSED
1/4" = 1'-0"

Customer entrance and exit

Johnstown

POLICE DEPARTMENT

TOWN OF JOHNSTOWN POLICE DEPARTMENT

Name and address of Applicant: OTH Store 1 LLC
3717 Cherrywood West Loop
Laramie, WY 82070

1. Trade Name and Address: On The Hook Fish and Chips
4884 Larimer Parkway
Johnstown, CO 80534

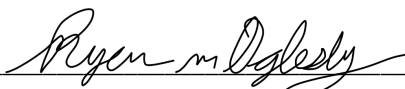
2. Date of Application: 06/05/2026

3. Type of Application: Hotel and Restaurant (City)

4. Investigation: Johnstown Police Department Case #: N/A

5. Findings of fact:

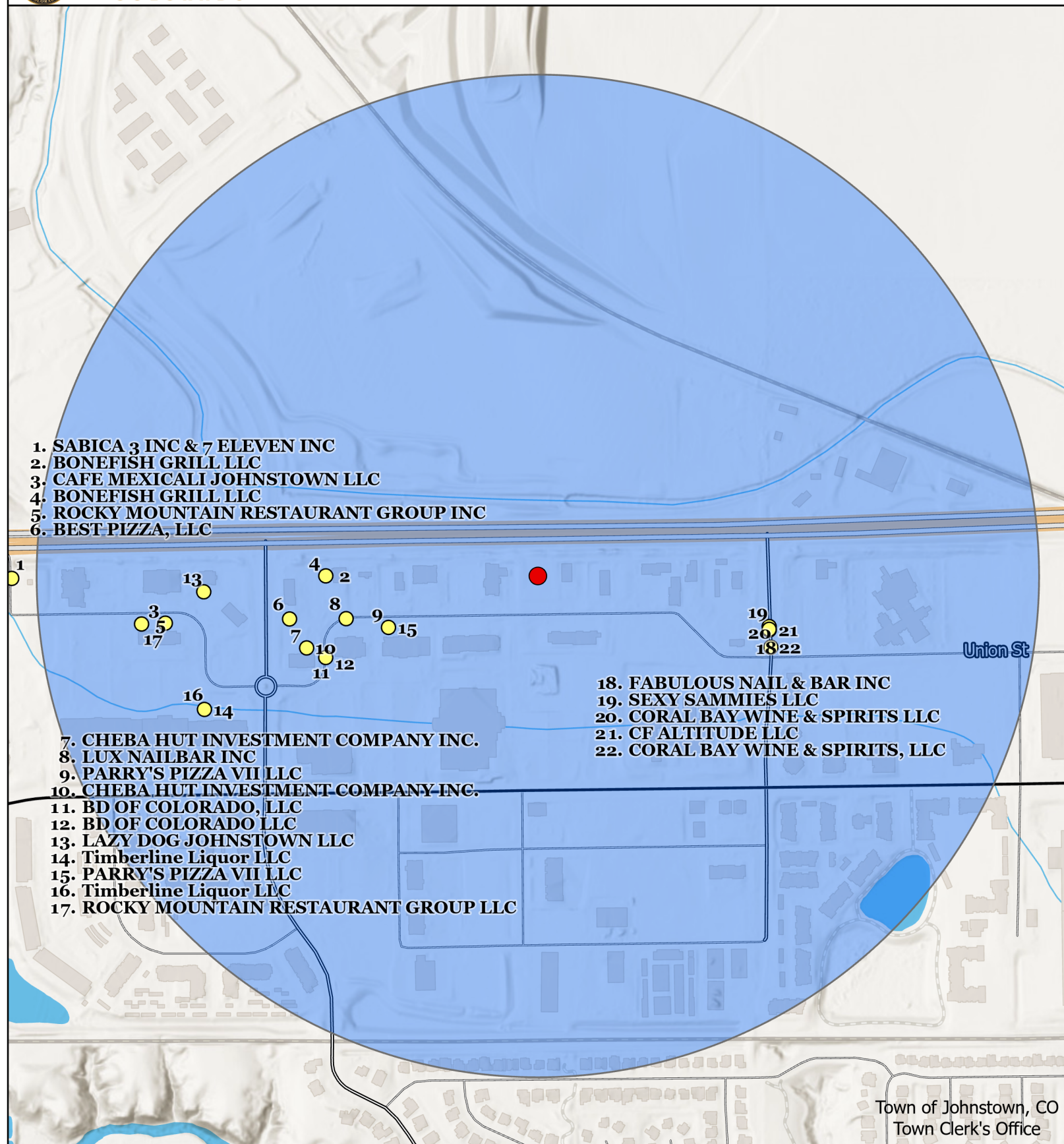
- A. Applicant is requesting a new Hotel and Restaurant License (City).
- B. Applicant has paid their application fees.
- C. The Johnstown Police Department doesn't have any current concerns about the issuance of this license.



POLICE COMMANDER

06/12/2026

DATE





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

TOWN OF JOHNSTOWN LIQUOR LICENSING AUTHORITY, JOHNSTOWN, COLORADO PRELIMINARY FINDINGS AND REPORT UPON APPLICATION FOR A HOTEL AND RESTAURANT LIQUOR LICENSE FOR OTH STORE 1 LLC DBA ON THE HOOK FISH AND CHIPS

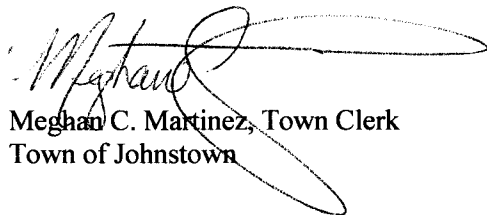
TO THE APPLICANT NAMED ABOVE AND OTHER INTERESTED PARTIES;

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

- 1) The application was filed on June 5, 2026.
- 2) The Notice of Public Hearing on this matter was published in the Johnstown Breeze on June 25, 2026.
- 3) That it appears from the application materials submitted that the applicant is/will be entitled to possession of the premises where the license is proposed to be exercised.
- 4) A criminal history background investigation was conducted and approved.
- 5) Selling/Serving alcohol beverages in the manner proposed in the application is not in violation of the zoning and land use code or regulations of the Town.
- 7) A public hearing on the application will be held July 6, 2026 at 7:00PM. At said hearing, you shall have an opportunity to be heard regarding all matters related to the application, including all matters set forth herein.
- 8) At the public hearing pursuant to C.R.S Section 44-3-307 as amended, the applicant has the burden of proving that they are qualified to hold the license applied for and their character, record and reputation are satisfactory
- 9) The building where you propose to exercise the privilege of selling liquor is not within 500 feet from either public or parochial school

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

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



Meghan C. Martinez, Town Clerk
Town of Johnstown

The Community that Cares

TOWN OF JOHNSTOWN LIQUOR LICENSING AUTHORITY 450 S. Parish Avenue Johnstown, CO 80534 Phone No. (970) 587-4664 IN THE MATTER OF: OTH Store 1, LLC dba On The Hook Fish and Chips 4884 Larimer Parkway Johnstown, CO 80534	<u>Δ AUTHORITY USE ONLY Δ</u>
ORDER GRANTING HOTEL AND RESTAURANT LICENSE TO OTH Store 1, LLC dba On The Hook Fish and Chips	

THIS MATTER came before the Town of Johnstown Liquor Licensing Authority (“Authority”) on the application of OTH Store 1, LLC, a Wyoming limited liability company, d/b/a On The Hook Fish and Chips (“Applicant”) for a Hotel and Restaurant license dated June 6, 2026, for a premises located at 4884 Larimer Parkway, Town of Johnstown, State of Colorado (“Application”). Following due and proper notice, the Authority conducted a public hearing on July 6, 2026.

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

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

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

Done and dated this ____ day of _____, 2025.

BY THE AUTHORITY:

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

ATTEST:

Meghan Martinez
Town Clerk

CERTIFICATE OF SERVICE

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

OTH Store 1, LLC
d/b/a On The Hook Fish and Chips
3717 Cherrywood West Loop
Laramie, WY 82070

Meghan C. Martinez

APPLICANT NAME:
ADDRESS:
TYPE OF LICENSE:
PUBLIC HEARING:

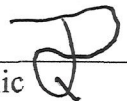
AFFIDAVIT OF CIRCULATOR

I, Blaine Rasmussen, do hereby certify that I was the circulator of the attached petitions and further, that I personally witnessed each signature appearing on the petitions. To the best of my knowledge, each signature thereon is the signature of the person whose name it purports to be, each address given opposite each name is the true address of the person that signed, that each person who signed the petition represented their self to be 21 years of age or older, and that each person who signed the petition had the opportunity to read, or have read to them, the petition in its entirety and understands its meaning. I also hereby affirm that no promises, threats, or inducements were employed whatsoever in connection with the presentation of this petition and that every signature appearing hereon was completely free and voluntarily given.

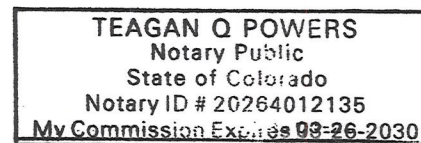

Circulator

STATE OF COLORADO)
) SS.
COUNTY OF WELD)

Subscribed and sworn to before me this 29th day of June, 2026.


Notary Public

3-26-2030
My commission expires



APPLICANT NAME:
ADDRESS:
TYPE OF LICENSE:
PUBLIC HEARING:

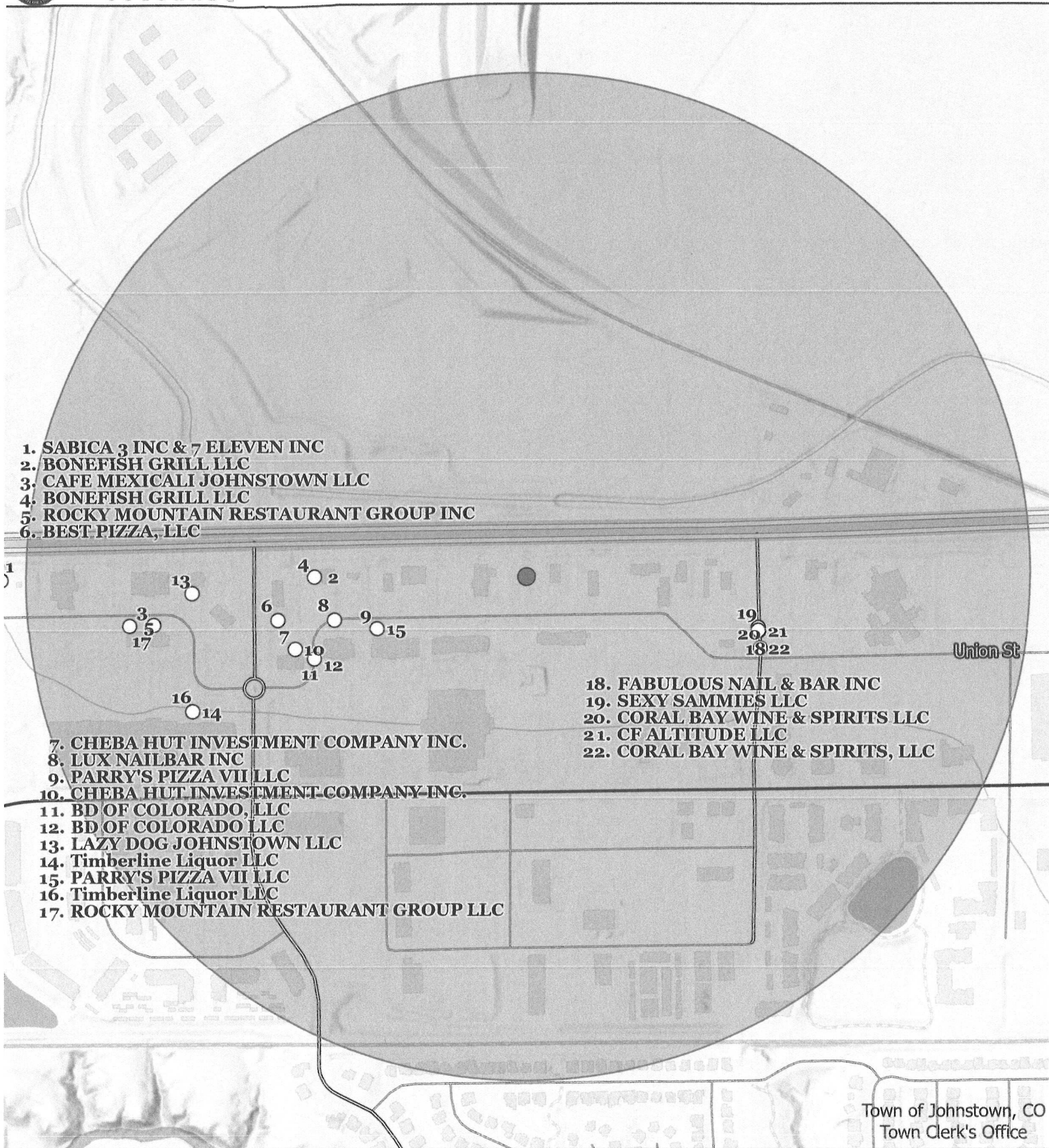
PETITION TO THE JOHNSTOWN LIQUOR AUTHORITY

Applicant Name: OTH Store 1, LLC
D/B/A: On the Hook Fish and Chips
Site Location: 4884 Lortimer Pkwy Ste 130, Johnstown, CO
Type of License: Hotel & Restaurants
Public Hearing: 7/6/26.

Defined Neighborhood: Only the area pertaining to the Town of Johnstown within a 1/2-mile radius surrounding the proposed license location
(See Map)

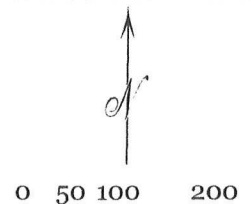
I, the undersigned, am aware that an application for a Hotel and Restaurant type liquor license has been filed with the Johnstown Town Clerk on _____ by: OTH Store 1 LLC doing business as On the Hook Fish and Chips and proposed to be located at 4884 Lortimer Pkwy Ste 130. I am at least 21 years of age and am a resident or owner or manager of a business located within the defined neighborhood boundaries of the proposed liquor establishment. I have indicated below whether I consider the granting of the above-mentioned liquor license to be desirable and necessary for the reasonable requirements of the neighborhood.

All signatures must sign in the presence of petition circulator.



author: Cody Yager
 Organization Name: Town of Johnstown
 scale: 1:8,000
 Date Exported: 6/11/2026 7:51 AM
 Map Location: J:
 GIS\ArcGISProProjects\LiquorLicenses
 Credits: Town of Johnstown GIS,
 Sources: Esri, Vantor, Airbus DS,
 USGS, NGA, NASA, CGIAR, N

-  4884 Larimer Parkway
-  Existing Liquor Licenses
-  1/2 Mile Buffer area
-  Schools



APPLICANT NAME:
ADDRESS:
TYPE OF LICENSE:
PUBLIC HEARING:

SUMMARY

Dates of Petitioning 6/17 - 6/27

Total Contacts:

62

Not at Home or Business Owners/Managers Not Available

Not Qualified to Sign

Refusals to Sign

4

Needs & Desire Met

Religious Objections

1

Would not Sign

Remained Neutral

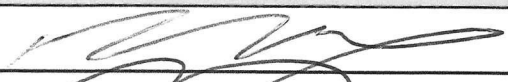
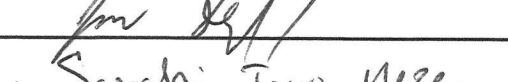
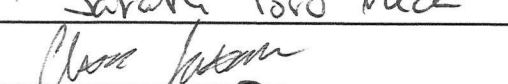
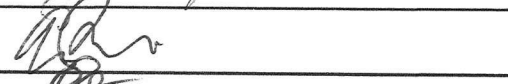
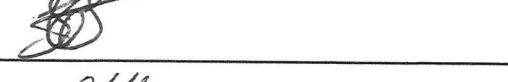
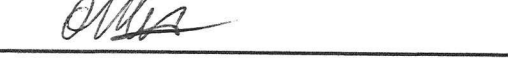
Usage Objections

Other

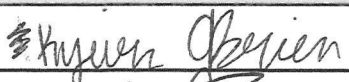
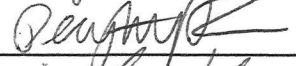
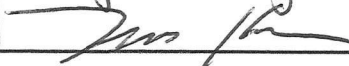
Number of Signatures in Favor

58

APPLICANT NAME:
 ADDRESS:
 TYPE OF LICENSE:
 PUBLIC HEARING:

Signature	Printed Name	Address	Business Owner, Business Manager, Resident	Date Signed	Favor ✓	Oppose ✓
	Ryan Criswell	4884 Larimer Pkwy #120	Shaw/owner Manager	6/17	✓	
	Dara Jones	4884 Larimer Pkwy #100	Employee	6/17	✓	
	Jason Drysol	4884 Larimer Pkwy #100	Employee	6/17	✓	
	Sarahi Toro Meza	4870 Larimer Pkwy	Employee	6/17	✓	
	Chase Johnson	4860 Larimer Pkwy	Sales	6/17	✓	
	Donald French	619 Keystone Dr	Employee	6/17	✓	
	Denise Tatman	4834 Larimer Pkwy	Employee	6/17	✓	
	Shawna Long	4830 Larimer Pkwy	employee	6-17	✓	
	Joseph Anhalt		owner	6/17	✓	
	Jordan Polt	5150 Ronald Reagan Blvd	Resident	6/17	✓	
	Evan Brister	4896 Thompson	employee	6/17	✓	
	Sidney Sparks	1111 86th Ave Greeley	employee	6-17	✓	
	Oliver Muttler	3020 Mountain Lion Dr	Employee	6/17	✓	

APPLICANT NAME:
 ADDRESS:
 TYPE OF LICENSE:
 PUBLIC HEARING:

Signature	Printed Name	Address	Business Owner, Business Manager, Resident	Date Signed	Favor ✓	Oppose ✓
	Kyeira Obien	4898 Larimer Pkwy	Employee	6/17	✓	
	Peyton Rittenhouse	4898 Larimer Pkwy	Employee	6/17	✓	
	Jayden Washam	4898 Larimer Pkwy	Employee	6/17	✓	
Madison Low	Madison Low	4848 Larimer Pkwy	Resident	6/17	✓	
Karen Long	Karen Long	4590 Trade St	Resident	6/18	✓	
Francisco Ledesma	Francisco Ledesma	4430 Randal Pkwy Blvd	Resident	6/19	✓	
	Moussa Tenga	↓	Resident	6/19	✓	
	Luis Guerra	4430 Randal Pkwy Blvd	Resident	6/19	✓	
	Grant Williams	4848 Larimer Pkwy	Employee	6/22	✓	
	Jodey Dang	4884 Larimer Pkwy Ste 170	Manager	6/22	✓	
	Melissa Clinton	4848 Thompson Pkwy Ste 410	Manager	6/22	✓	
Alejandra Aguilera	Alejandra Aguilera	4848 Thompson Pkwy Ste 300	Employee	6/22	✓	
	Tyler Hanc	4848 Thompson Pkwy	Employee	6/22	✓	

Site 300

APPLICANT NAME:
 ADDRESS:
 TYPE OF LICENSE:
 PUBLIC HEARING:

Signature	Printed Name	Address	Business Owner, Business Manager, Resident	Date Signed	Favor ✓	Oppose ✓
<i>Lisa Gailey</i>	Lisa Gailey	927 Palomede Pt.	employee	6-22-24	✓	
<i>Catherine Moss</i>	Catherine Moss	4864 Thompson Pkwy	employee	6/22/24	X	
<i>Katy Baumgartner</i>	Katy Baumgartner	3124 Longhorn Ct	employee	6/22/24	✓	
<i>Mackenzie Henderott</i>	Mackenzie Henderott	6608 W 3rd St #306 ⁶⁸	employee	6/22	YES!	
<i>Brandon Hernandez</i>	Brandon Hernandez	2306 1st Ave lot ⁴¹⁹	Resident	6/22	✓	
<i>Kenneth Horner</i>	Kenneth Horner	62306 1st Ave lot 949 ^{Resident}	Resident	6/24	✓	
<i>Ryella Grabuya</i>	Ryella Grabuya	4884 Larimer Pkwy Suite 140	employee	6/25	✓	
<i>Connor Slou</i>	Connor Slou	4884 Larimer Pkwy ¹⁴⁰	employee	6/25	✓	
<i>Robert Heinz</i>	Robert Heinz	4884 Larimer Pkwy	employee	6/25	✓	
<i>Rob Gaytan I</i>	Rob Gaytan I	1936 Chestnut St ST Lupton	Contractor	6/25	✓	
<i>Claudia Ortega</i>	Claudia Ortega	1051 King St ST Denver CO 80202	Cleaner	6/25	✓	
<i>THOMAS P. MARQUEZ</i>	THOMAS P. MARQUEZ	1390 TELLER LAKENOOD CO	CONTRACTOR	6/2	✓	
<i>Thomas A. Mekan</i>	Thomas A. Mekan	749 U.eter St Aurora Colo.	Help	6/25	—	—

APPLICANT NAME:
ADDRESS:
TYPE OF LICENSE:
PUBLIC HEARING:

Signature	Printed Name	Address	Business Owner, Business Manager, Resident	Date Signed	Favor ✓	Oppose ✓
Angelica Dotson	Angelica Dotson	1075 Nobile St Aurora CO	Resident	6/27/26	✓	
THOMAS RYAN	THOMAS RYAN	6969 W 90th	Resident	6/27/26	✓	
Liam Jardine	Liam Jardine	1212 Raintree Dr. Apt 178	Resident	6/27/26	✓	
Camy Hogan	Camy Hogan	2601 Davidson Dr	Resident	6/27/26	✓	
Jeremy Richard	Jeremy Richard	12520 W 80th Ave	Resident	6/27/26	✓	
Jasmin Godinger	Jasmin Godinger	7776 Sherman Pl	Resident	6/27/26	✓	
Andres Ramirez	Andres Ramirez	661 Meddellark	Resident	6/27/26	✓	
TERRI HARVILL	TERRI HARVILL	1010 S St Vrain Ave E		6/27/26	✓	
Jay Maldonado	Jay Maldonado	3660 W 15th Greeley CO 80634	Mod Pizza	6/27/26	✓	
Allan Dorsey	Allan Dorsey		Owner	6/29/26	✓	
Develk Maness	Develk Maness	1037 Greenfield Ct F.R. CO 80524	resided	6/29/26	✓	
Robert Fryzek	Robert Fryzek	2016 Settlers Milliken Co.	Owner	6-29-26	✓	
Amy Fryzek	Amy Fryzek	2016 Settlers Dr Milliken CO	Owner	6-29-26	✓	

APPLICANT NAME:
 ADDRESS:
 TYPE OF LICENSE:
 PUBLIC HEARING:

Signature	Printed Name	Address	Business Owner, Business Manager, Resident	Date Signed	Favor ✓	Oppose ✓
	Trena Frehauf	5482 Hunter Cr	Resident	6/27	✓	
	Eric Frehauf	" "	"	"	✓	
	Kelly Nelson	2402 Fairplay	Landlord	6/27	✓	
	Michael Salisbury	2402 Fairplay	Resident	6/27	✓	
	Misty Shumers	3025 Buckhorn Ln	Johnston	6/27	✓	
	Josh Bunn	" "	" "	6/27	✓	

JONES MEMORIAL LIBRARY CASH FLOW REPORT - APR 2026			Y-T-D	2026 BUDGET		Amended 3/2026
BEGINNING CHECKING BALANCE		\$ 568,888.93	\$ 1,082.26	\$ 20,000.00	To Date	
INFLOWS	Donations/Grants	\$ -	\$ 5,667.00	\$ 3,500.00		\$5000 HPLD grant
	Milliken Public Library	\$ 200.00	\$ 200.00	\$ -		
	Interest	\$ 379.54	\$ 151,865.31	\$ 500,000.00		
	Misc Income	\$ 10.00	\$ 10.00	\$ 10,000.00		
	Investments	\$ -	\$ 1,250,000.00	\$ 1,840,000.00		
	Town of Johnstown	\$ 172,734.65	\$ 690,938.56	\$ 2,072,816.00		
	High Plains Library District	\$ 78,467.77	\$ 245,052.66	\$ 1,514,234.00		Wember reimb. \$5,000
INFLOWS TOTAL		\$ 251,791.96	\$ 2,343,733.53	\$ -		
TOTAL AVAILABLE FUNDS		\$ 820,680.89		\$ 5,960,550.00		Y-T-D
OUTFLOWS	Advertising/Website	\$ 1,771.00	\$ 7,592.69	\$ 50,000.00		
	Books - 271	\$ 2,662.82	\$ 9,394.99	\$ 80,000.00	673	
	Milliken Public Library - 894	\$ 13,494.53	\$ 13,494.53	\$ -	894	
	DVD/Audio -24	\$ 699.01	\$ 1,005.86	\$ 10,000.00	39	
	Library of Things	\$ -	\$ 176.36	\$ 15,000.00		
	Collection Fees/Bad Debts	\$ -	\$ -	\$ 2,000.00		
	Computer Expenses	\$ -	\$ 320.24	\$ 10,000.00		
	Equipment/Furniture/Art	\$ -	\$ 546.22	\$ 100,000.00		
	Milliken Public Library	\$ 416.06	\$ 68,448.08	\$ 200,000.00		
	MakerSpace/BakerSpace	\$ -	\$ 619.99	\$ 60,000.00		
	Milliken Public Library	\$ 1,545.55	\$ 15,639.77	\$ 140,000.00		
	Gifts Given	\$ 364.55	\$ 638.93	\$ 5,000.00		
	Investments	\$ -	\$ -	\$ 397,550.00		
	Legal Fees/Consulting Fees	\$ -	\$ 1,248.50	\$ 20,000.00		YH - \$240
	Maintenance/Building Exp.	\$ 4,215.70	\$ 13,430.71	\$ 200,000.00		YH - \$787.70
	Milliken Public Library	\$ 400.00	\$ 400.00	\$ -		
	Memberships/Licenses	\$ -	\$ 183.00	\$ 2,500.00		
	Outreach	\$ 8.99	\$ 373.62	\$ 10,000.00		
	Milliken Public Library	\$ -	\$ 2,608.92	\$ -		
	Professional/Enrichment	\$ 398.98	\$ 1,702.31	\$ 10,000.00		
	Programming	\$ 1,980.49	\$ 11,149.93	\$ 200,000.00		
	MakerSpace	\$ 303.00	\$ 1,293.15	\$ 25,000.00		
	Milliken Public Library	\$ 123.39	\$ 123.39	\$ -		
	Salaries/Benefits/Perks	\$ 184,841.94	\$ 187,564.43	\$ 1,200,000.00		
	Health Ins./Retirement	\$ 55,774.28	\$ 55,774.28	\$ 240,000.00		
	Subscriptions, Periodicals	\$ 996.81	\$ 1,845.42	\$ 7,500.00		
	Supplies, Janitorial	\$ -	\$ 397.10	\$ 6,000.00		
	Milliken Public Library	\$ -	\$ -	\$ -		
	Supplies/Library Expenses	\$ 381.77	\$ 2,076.37	\$ 30,000.00		YH-\$339.68
	Milliken Public Library	\$ -	\$ 26.98	\$ -		
	Telephone	\$ 858.42	\$ 2,604.93	\$ 15,000.00		

	Utilities	\$ 3,594.39	\$ 15,318.26	\$ 90,000.00		YH \$886.09
	Milliken Public Library	\$ -	\$ 2,182.27	\$ -		
	Capital Improvements-MPL	\$ 336,839.23	\$ 1,563,955.59	\$ 2,500,000.00		
	Capital Improvements-JT	\$ -	\$ -	\$ 335,000.00		
	Transfer to petty cash	\$ -	\$ 1,000.00	\$ -		
	Tax distribution reconcile	\$ -	\$ 3,059.85	\$ -		
OUTFLOWS TOTAL		\$ 611,670.91	\$ 1,986,196.67	\$ 5,960,550.00		
ENDING CHECKING BALANCE		\$ 209,009.98				
						Notes
BEGINNING PETTY CASH BALANCE		\$ 1,434.12				
	Transfer from regular checking	\$ -				
	Programming	\$ -				
ENDING PETTY CASH BALANCE		\$ 1,434.12				
	COLORADO TRUST INVESTMENT		Y-T-D			
BEGINNING BALANCE		\$ 11,866,227.93				
	Dividend - 3.7663%	\$ 36,785.97	\$ 150,436.39			
	Contribution	\$ -				
	Withdrawal	\$ -				
ENDING BALANCE		\$ 11,903,013.90		FUNDS IN RESERVE	\$	1,218,500.00

April 21, 2026

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

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

March beginning balance	\$ 334,045.64	Petty Cash beginning balance	\$ 1,634.12
Inflow	579,851.07 (250,000 from CO Trust)		-0-
Outflow	345,007.78		200.00
Ending balance	\$ 568,888.93		\$ 1,434.12
	CO Trust	\$ 11,866,227.93	

Director's Report:

Artist-in-Residence: Elementary Art Show! PRE fills the case. KQA, MIS, MES, PRE and Elwell, as well as Blooming Littles and Little Bloomers Daycares have filled the library with colorful artwork.

Collections: 213.4 pounds and 106 diapers to Milliken Food Pantry. 19 pairs of glasses to Lions Club. 24 flags to VFW.

Milliken Public Library: Received \$200 donation from friends of Judi Haner which was used to purchase magnet board accessories. Johnstown Breeze will be the only paper provided-will evaluate after established before bringing in others. Kristi will be interviewing for cleaning service and will ask for a re-bid for Johnstown. Grand Opening details-invite list, punch list items, furniture for Business Center, FP will bring tables and chairs, Chad will speak, Kristi will introduce staff and cut the ribbon with REALLY BIG scissors. Saturday, May 9th, 9am -12pm.

Policy: Kristi presented AI policy options for consideration. Chad motioned to accept HPLD's policy and Jenna seconded. Motion carried. Our Hiring Policy was also discussed and other options presented. Chad motioned to accept HPLD's Personnel Records and Employment of Relatives statements and Jenna seconded. Motion passed. Kristi will reach out to HPLD for their Time Off policy for discussion next month.

Summer Reading Program: NOCO Insurance will sponsor the Petting Zoo. Fransen Pittman will sponsor 2 foam parties and 2 magic shows. Young's Funeral Service will split sponsorship of Mr. Bones.

Johnstown MOU: Received redline from Avi on March 30th and discussed. Kristi will respond with compromise and ask for clarification.

Staff: Brenda Miers and Kylee Body were hired for part time hours.

Meeting was adjourned. Next meeting will be May 19, 2026 at 6pm at Milliken Public Library.

March statistics: Johnstown door-8314/circulation-9805 Milliken vacated December 2025

Respectfully submitted, Sheryl Ballard - Secretary

		Statement Of Activities Report						
		YMCA Of Northern Colorado - Johnstown						
		04/01/2026 - 04/30/2026						
		Period 4 April 2026				Year to Date 2026		
	Account Group Name	Actual	Budget	\$ Variance	% Variance	Actual	Budget	Annual Budget
Revenue								
	Contributions	2,495	13,125	(10,630)	(80.99%)	24,844	39,375	75,000
	Program Revenue	101,313	99,680	1,633	1.64%	376,115	407,043	1,303,155
	Membership Revenue	130,880	144,196	(13,316)	(9.23%)	512,914	578,064	1,765,523
	Rental Income	5,792	8,258	(2,466)	(29.86%)	32,563	37,533	98,200
	Merchandise/Food Sales	0	0	0	0.00%	0	0	0
	Other Revenue	0	0	0	0.00%	17	0	0
Total Unrestricted Revenue		240,480	265,259	(24,779)	-9.34%	946,453	1,062,015	3,241,878
Total Restricted Revenue		0	0	0	0.00%	0	0	0
Total Revenue		240,480	265,259	(24,779)	(9.34%)	946,453	1,062,015	3,241,878
Expenses								
	Salaries & Wages	131,278	128,394	2,884	2.25%	496,039	504,688	1,766,777
	Employee Benefits	9,981	7,726	2,255	29.19%	36,467	30,793	97,938
	Payroll Taxes	7,615	12,647	(5,032)	(39.79%)	29,768	51,592	168,120
	Program Supplies	11,648	3,183	8,465	265.94%	35,695	12,143	39,620
	Occupancy	50,824	55,748	(4,924)	(8.83%)	252,310	237,661	771,483
	Office Expenses	1,604	1,824	(220)	(12.06%)	8,712	7,296	21,887
	Transportation	1,485	925	560	60.54%	4,035	3,700	11,100
	Conferences & Training	99	433	(334)	(77.14%)	1,018	983	3,700
	Organizational Dues	875	875	0	0.00%	3,500	3,500	10,500
	Miscellaneous Expense	69	117	(48)	(41.03%)	1,097	467	1,400
	Depreciation	1,229	1,229	0	0.00%	4,918	4,918	14,753
	Intra Y Allocation	33,176	32,604	572	1.75%	133,690	131,235	444,814
Total Expenses		250,015	245,705	4,310	1.75%	1,007,481	988,976	3,352,094
Change in Net Assets		(9,535)	19,554	(29,089)	(148.76%)	(61,028)	73,039	(110,216)
Johnstown Subsidy Received		41,666.67				166,666.68	166,666.68	500,000.00
	NOTES:							
		1) Program revenue exceed budget due to an adjustment for prior months.						
		2) Giving for the Community Support Campaign did not meet expectations.						
		3) Program supplies are over budget primary due to Childcare.						

		Statement Of Activities Report						
		YMCA Of Northern Colorado - Johnstown						
		05/01/2026 - 05/31/2026						
		Period 5 May 2026				Year to Date 2026		
	Account Group Name	Actual	Budget	\$ Variance	% Variance	Actual	Budget	Annual Budget
Revenue								
	Contributions	41,478	13,125	28,353	216.02%	66,322	52,500	75,000
	Program Revenue	119,364	129,252	(9,888)	(7.65%)	495,478	536,295	1,303,155
	Membership Revenue	126,890	144,146	(17,256)	(11.97%)	639,803	722,210	1,765,523
	Rental Income	4,380	8,058	(3,678)	(45.64%)	36,943	45,592	98,200
	Merchandise/Food Sales	0	0	0	0.00%	0	0	0
	Other Revenue	0	0	0	0.00%	17	0	0
Total Unrestricted Revenue		292,112	294,581	(2,469)	-0.84%	1,238,563	1,356,597	3,241,878
Total Restricted Revenue		0	0	0	0.00%	0	0	0
Total Revenue		292,112	294,581	(2,469)	(0.84%)	1,238,563	1,356,597	3,241,878
Expenses								
	Salaries & Wages	130,743	128,394	2,349	1.83%	626,782	633,082	1,766,777
	Employee Benefits	9,790	7,726	2,064	26.71%	46,257	38,519	97,938
	Payroll Taxes	9,843	12,525	(2,682)	(21.41%)	39,611	64,118	168,120
	Program Supplies	6,677	3,383	3,294	97.37%	42,372	15,527	39,620
	Occupancy	61,711	71,490	(9,779)	(13.68%)	330,314	309,150	771,483
	Office Expenses	1,644	1,824	(180)	(9.87%)	10,356	9,120	21,887
	Transportation	886	925	(39)	(4.22%)	4,921	4,625	11,100
	Conferences & Training	71	183	(112)	(61.20%)	1,089	1,167	3,700
	Organizational Dues	875	875	0	0.00%	4,375	4,375	10,500
	Miscellaneous Expense	495	117	378	323.08%	1,592	583	1,400
	Depreciation	1,229	1,229	0	0.00%	6,147	6,147	14,753
	Intra Y Allocation	34,303	32,638	1,665	5.10%	170,486	166,222	444,814
Total Expenses		258,505	261,309	(2,804)	-1.07%	1,284,772	1,252,635	3,352,094
Change in Net Assets		33,607	33,272	335	1.01%	(46,209)	103,962	(110,216)
Johnstown Subsidy Received		41,666.67				208,333.35	208,333.35	500,000.00
		NOTES:						
		1) Contributions include a \$20,000 Weld Trust Grant for backpack program and a \$20,000 grant to support preschool. Neither were budgeted.						
		2) Program supplies are high due to unbudgeted expenses related to the backpack program grant.						
		3) Membership revenue continues to lag projections.						



450 S. Parish Avenue
Johnstown, CO 80534
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Building Permit Statistics May 2026

Single Family Residential	Commercial
Current Month: 38 Issued ytd: 224	*New Building Issued ytd 5

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

Other Residential	Other Commercial
(basements/alterations/additions)	* (tenant finish/alterations/additions)
Issued ytd 294	Issued ytd 43

Fees collected at permit issuance	Residential YTD	Commercial YTD
Construction Valuation	\$76,109,654.37	\$24,935,113.06

Building permit fees	\$574,609.56	\$321,694.72
Raw Water Development Fee	\$1,393,632.00	\$36,989.00
Water Meter	\$109,080.00	\$5,415.00
Water Tap	\$1,594,839.00	\$201,562.00
Sewer Tap	\$2,024,576.00	\$143,883.00
Regional Sewer Development fees	\$725,000.00	\$161,212.12
Sewer Inspection Fee	\$21,600.00	\$1,000.00
Park	\$108,000.00	\$1,000.00
Use Tax	\$1,369,268.60	\$478,160.31
Larimer Use Tax	\$381,875.62	\$64,918.70
Open Space Impact Fee	\$324,521.00	\$0.00
Library Impact Fee	\$311,966.00	\$0.00
Public Facilities Impact Fee	\$431,849.00	\$177,305.62
Police Facilities Impact Fee	\$196,387.00	\$60,359.36
Transportation Facilities Impact Fee	\$754,689.00	\$462,126.35
402 Interchange Fee	\$60,562.00	\$0.00
High Plains Blvd Reimbursement Fee	\$0.00	\$0.00
West Water Fee	\$78,540.00	\$16,179.60
Reinspection Fee	\$6,450.00	\$100.00

TOTAL FEES (YTD)	\$10,467,444.78	\$2,131,905.78
-------------------------	------------------------	-----------------------

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

[illegible]

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

The Community That Cares

www.TownofJohnstown.com

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Town of Johnstown, Colorado

2024 Inventory of Government Operations Greenhouse Gas Emissions

JUNE 3, 2026

Produced by ICLEI-Local Governments for Sustainability USA
with assistance from the Larimer County Office of Sustainability



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Executive Summary

The Town of Johnstown recognizes that greenhouse gas (GHG) emissions from human activity are catalyzing profound climate change, the consequences of which pose substantial risks to the future health, wellbeing, and prosperity of our community.

Johnstown is committed to numerous actions annually that will help reduce greenhouse gas emissions. The Town's Strategic Plan that is adopted annually calls for conscious and intentional efforts to pursue efficiency upgrades, the addition of solar on new and existing buildings, updated electrical codes that promote EV charging, and the installation of EV charging stations for public use. The Town also started converting lighting to LEDs in 2024. Consequently, the Town is committed to being responsible stewards of our environment not only now, but in the future the Town anticipates pursuit of a broader GHG/Sustainability Action Plan to implement and ask for the Community to support.

This report provides estimates of greenhouse gas emissions resulting from activities within the Town's government operations.



Key Findings

Figure 1 shows local government operations emissions. The Buildings and Facilities sector accounts for a vast majority (65%) of these emissions. The next largest contributor is Water and Wastewater Treatment Facilities (17%), followed by streetlights and traffic signals (9%). Actions to reduce emissions from these sectors will be a key part of any future climate action plan developed by Johnstown and Larimer County. Vehicle Fleet and Employee Commute were responsible for the remainder (cumulatively 9%) of local government operations emissions.

The Inventory Results section of this report provides a detailed profile of emissions sources within Johnstown. This information is key to guiding local reduction efforts. The data will also provide a baseline against which the Town will be able to compare future performance and demonstrate progress in reducing emissions.

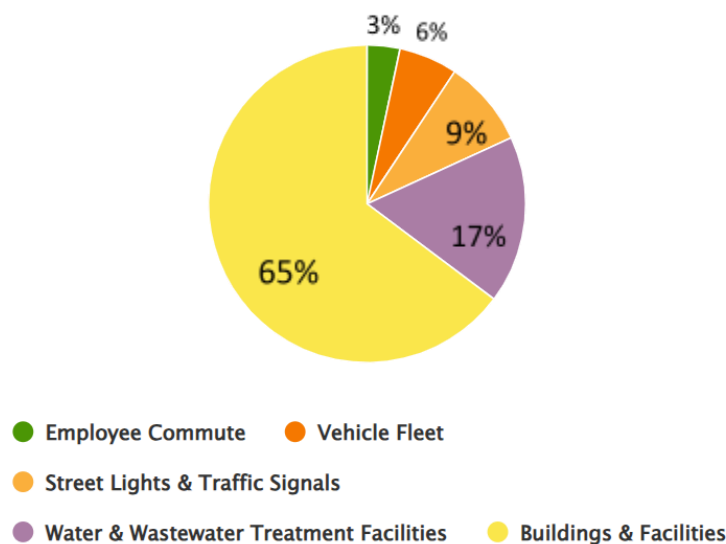


Figure 1: Government Operations Emissions by Sector

Introduction to Climate Change

Naturally occurring gases dispersed in the atmosphere determine the Earth's climate by trapping solar radiation. This phenomenon is known as the greenhouse effect. Overwhelming evidence shows that human activities are increasing the concentration of greenhouse gases and changing the global climate. The most significant contributor is the burning of fossil fuels for transportation, electricity generation, and other purposes, which introduces large amounts of carbon dioxide and other greenhouse gases into the atmosphere. Collectively, these gases intensify the natural greenhouse effect, causing global average surface and lower atmospheric temperatures to rise, threatening the safety, quality of life, and economic prosperity of global communities. Although the natural greenhouse effect is needed to keep the Earth warm, a human enhanced greenhouse effect with the rapid accumulation of GHG in the atmosphere leads to too much heat and radiation being trapped. The Intergovernmental Panel on Climate Change (IPCC) Sixth Assessment Report confirms that human activities have unequivocally caused an increase in carbon emissions¹. Many regions are already experiencing the consequences of global climate change, and Johnstown is no exception.

Human activities are estimated to have caused approximately 1.0°C of global warming above pre-industrial levels, with a likely range of 0.8°C to 1.2°C. Global warming is likely to reach 1.5°C between 2030 and 2052 if it continues to increase at the current rate (high confidence). Warming from anthropogenic emissions from the pre-industrial period to the present will persist for centuries to millennia and will continue to cause further long-term changes in the climate system, such as sea level rise, with associated impacts (high confidence), but these emissions alone are unlikely to cause global warming of 1.5°C (medium confidence). Climate-related risks for natural and human systems are higher for global warming of 1.5°C than at present, but lower than at 2°C (high confidence). These risks depend on the magnitude and rate of warming, geographic location, levels of development and vulnerability, and on the choices and implementation of adaptation and mitigation options (high confidence)².

¹IPCC, 2021: Summary for Policymakers. In: Climate Change 2021: The Physical Science Basis. Contribution of Working Group I to the Sixth Assessment Report of the Intergovernmental Panel on Climate Change [MassonDelmotte, V., P. Zhai, A. Pirani, S. L. Connors, C. Péan, S. Berger, N. Caud, Y. Chen, L. Goldfarb, M. I. Gomis, M. Huang, K. Leitzell, E. Lonnoy, J. B. R. Matthews, T. K. Maycock, T. Waterfield, O. Yelekçi, R. Yu and B. Zhou (eds.)]. Cambridge University Press. In Press.

²IPCC, 2018: Summary for Policymakers. In: Global Warming of 1.5°C. An IPCC Special Report on the impacts of global warming of 1.5°C above pre-industrial levels and related global greenhouse gas emission pathways, in the context of strengthening the global response to the threat of climate change, sustainable development, and efforts to eradicate poverty [Masson-Delmotte, V., P. Zhai, H.-O. Pörtner, D. Roberts, J. Skea, P.R. Shukla, A. Pirani, W.

According to the Fifth [National Climate Assessment](#), the southwest U.S. will experience significant periods of drought, increasing aridity, and dwindling water resources. Colorado, including the Town of Johnstown, is at particular risk for high severity wildfires and negative health impacts to vulnerable populations³.

Many communities in the United States have started to take responsibility for addressing climate change at the local level. Reducing fossil fuel use in the community can have many benefits in addition to reducing greenhouse gas emissions. More efficient use of energy decreases utility and transportation costs for residents and businesses. Retrofitting homes and businesses to be more efficient creates local jobs. In addition, when residents save on energy costs, they are more likely to spend at local businesses and add to the local economy. Reducing fossil fuel use improves air quality, and increases opportunities for walking, bicycling, and other modes of active transportation that improves residents' health.



Moufouma-Okia, C. Péan, R. Pidcock, S. Connors, J.B.R. Matthews, Y. Chen, X. Zhou, M.I. Gomis, E. Lonnoy, T. Maycock, M. Tignor, and T. Waterfield (eds.)). World Meteorological Organization, Geneva, Switzerland, 32 pp.

³ Dave D. White et al., "Southwest," in *Fifth National Climate Assessment*, ed. Allison R. Crimmins et al. (Washington, DC: U.S. Global Change Research Program, 2023), <https://nca5.climate.us/chapter/28>.

Greenhouse Gas Inventory as a Step Toward Carbon Neutrality

Facing the climate crisis requires the concerted efforts of local governments and their partners; those that are close to the communities directly dealing with the impacts of climate change.

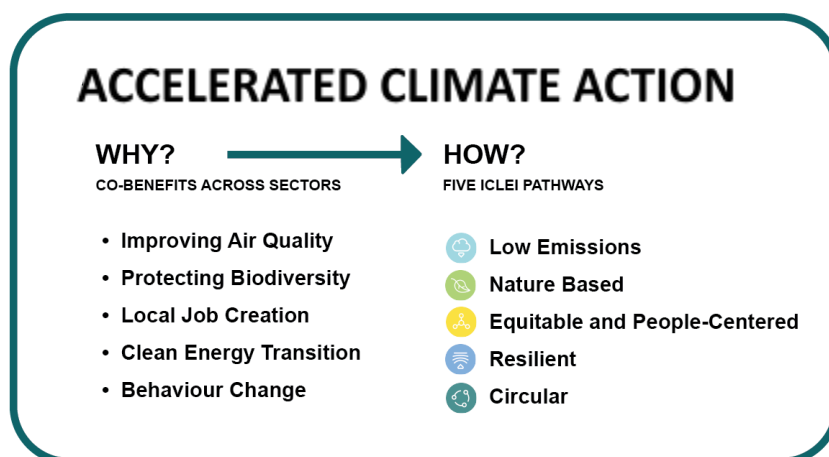
Cities, towns and counties are well placed to define coherent and inclusive plans that address integrated climate action — climate change adaptation, resilience, and mitigation. Existing targets and plans need to be reviewed to bring in the necessary level of ambition and outline how to achieve net-zero emissions by 2050 at the latest. Creating a roadmap for climate neutrality requires Johnstown to identify priority sectors for action, while considering climate justice, inclusiveness, local job creation and other benefits of sustainable development.

To complete this inventory, Johnstown utilized tools and guidelines from ICLEI - Local Governments for Sustainability (ICLEI), which provides authoritative direction for greenhouse gas emissions accounting and defines climate neutrality as follows:

The targeted reduction of greenhouse gas (GHG) emissions and GHG avoidance in government operations and across the community in all sectors to an absolute net-zero emission level at the latest by 2050. In parallel to this, it is critical to adapt to climate change and enhance climate resilience across all sectors, in all systems and processes.

To achieve ambitious emissions reduction, and move toward climate neutrality, Johnstown will need to set a clear goal; and act rapidly, following a holistic and integrated approach. Climate action is an opportunity for our Community to experience a wide range of co-benefits, such as creating socio-economic opportunities, reducing poverty and inequality, and improving the health of people and nature.

Figure 2: ICLEI GreenClimateCities Framework



ICLEI GreenClimateCities Framework

For this inventory, Johnstown's process is informed by ICLEI's GreenClimateCities Framework for integrated climate action. The Framework follows the stepwise approach shown below in Figure 3, which involves collecting and analyzing climate data, action, implementation, leadership, and collaboration—always with an equity lens.

The Framework is organized into Analyze, Act, and Accelerate phases for communities pursuing integrated climate action. The Framework incorporates greenhouse gas emissions reductions, climate adaptation actions, and equitable, inclusive decision-making. Johnstown's inventory has Science-Based Targets⁴ and falls under Step C- Analyze and set a baseline.

Over 600 U.S. communities have followed this basic Framework, previously known as ICLEI's Five Milestones for Emissions Management, and today, it is represented through the streamlined Analyze-Act-Accelerate model shown below.



Figure 3: Analyze-Act-Accelerate Model

⁴ Science-Based Targets are calculated climate goals, in line with the latest climate science, that represent your community's fair share of the ambition necessary to meet the Paris Agreement commitment of keeping warming below 1.5°C. To achieve this goal, the Intergovernmental Panel on Climate Change (IPCC) states that we must reduce global emissions by 50% by 2030 and achieve climate neutrality by 2050. Equitably reducing global emissions by 50% requires that high-emitting, wealthy nations reduce their emissions by more than 50%.

Inventory Methodology

Understanding a Greenhouse Gas Emissions Inventory

The first step toward achieving tangible greenhouse gas emission reductions requires identifying baseline emissions levels and sources and activities generating emissions in the community. This report presents emissions from operations of the Johnstown government. The government operations inventory is mostly a subset of the community inventory, as shown in Figure 4. For example, data on commercial energy use by the community includes energy consumed by municipal buildings, and community vehicle-miles-traveled estimates include miles driven by municipal fleet vehicles.



Figure 4: Relationship of Community and Government Operations Inventories

As local governments continue to join the climate protection movement, the need for a standardized approach to quantify GHG emissions has proven essential. This inventory uses the approach and methods provided by the U.S. Community Protocol for Accounting and Reporting Greenhouse Gas Emissions (Community Protocol) and the Local Government Operations Protocol for Accounting and Reporting Greenhouse Gas Emissions (LGO Protocol), both of which are described below.

Three greenhouse gases are included in this inventory: carbon dioxide (CO₂), methane (CH₄), and nitrous oxide (N₂O). Many of the charts in this report represent emissions in “carbon dioxide equivalent” (CO₂e) values, calculated using the Global Warming Potentials (GWP) for methane and nitrous oxide from the IPCC 6th Assessment Report:

Table 1: Global Warming Potential Values (IPCC, 2024)

Greenhouse Gas	Global Warming Potential
Carbon Dioxide (CO ₂)	1
Methane (CH ₄)	29.8
Nitrous Oxide (N ₂ O)	273

Local Government Operations (LGO) Protocol

In 2010, ICLEI, with the collaboration of various partners released Version 1.1 of the LGO Protocol.⁵ The LGO Protocol serves as the national standard for quantifying and reporting greenhouse emissions from local government operations. The purpose of the LGO Protocol is to provide the principles, approach, methodology, and procedures needed to develop a local government operations greenhouse gas emissions inventory.

The following activities are included in the LGO inventory:

- Energy and natural gas consumption from buildings & facilities
- Wastewater treatment processes
- On-road transportation from employee commute and vehicle fleet
- Energy use from street lights and traffic signals

Quantifying Greenhouse Gas Emissions

Sources and Activities

Communities contribute to greenhouse gas emissions in many ways. Two central categorizations of emissions are used in the local government inventory: 1) GHG emissions that are produced by “sources” located within the community boundary, and 2) GHG emissions produced as a consequence of community “activities”.

Source	Activity
Any physical process inside the jurisdictional boundary that releases GHG emissions into the atmosphere.	The use of energy, materials, and/or services by members of the community that result in the creation of GHG emissions.

By reporting on both GHG emissions sources and activities, local governments can develop and promote a deeper understanding of GHG emissions associated with their communities. A purely source-based emissions inventory could be summed to estimate total emissions released within the local government’s jurisdictional boundary. In contrast, a purely activity-based emissions inventory could

⁵ ICLEI. 2008. Local Government Operations Protocol for Accounting and Reporting Greenhouse Gas Emissions. Retrieved from <http://www.iclei.org/programs/climate/ghg-protocol/ghg-protocol>

provide perspective on the efficiency of the local government, even when the associated emissions occur outside the jurisdictional boundary.

Base Year

The inventory process requires the selection of a base year with which to compare current emissions. Johnstown's LGO greenhouse gas emissions inventory utilizes 2024 as its baseline year, for which the necessary data are available.

Quantification Methods

Greenhouse gas emissions can be quantified in two ways:

- Measurement-based methodologies refer to the direct measurement of greenhouse gas emissions (from a monitoring system) emitted from a flue of a power plant, wastewater treatment plant, landfill, or industrial facility.
- Calculation-based methodologies calculate emissions using activity data and emission factors. To calculate emissions accordingly, the basic equation below is used:

$$\text{Activity Data} \times \text{Emission Factor} = \text{Emissions}$$

Most emissions sources in this inventory are quantified using calculation-based methodologies. Activity data refer to the relevant measurement of energy use or other greenhouse gas-generating processes such as fuel consumption by fuel type, metered annual electricity consumption, and annual vehicle miles traveled. Please see appendices for a detailed listing of the activity data used in composing this inventory.

Known emission factors are used to convert energy usage or other activity data into associated quantities of emissions. Emissions factors are usually expressed in terms of emissions per unit of activity data (e.g. lbs CO₂/kWh of electricity). For this inventory, calculations were made using ICLEI USA's ClearPath tool.



Government Operations

Emissions Inventory Results

Government operations emissions for 2024 are shown in Table 2 and Figure 5.

Table 2: Local Government Operations Inventory

Sector	Fuel or source	2024 Usage	Usage unit	2024 Emissions (MTCO ₂ e)
Buildings & Facilities	Electricity	79,971,997	kWh	3,674
	Natural Gas	69,885	Therms	372
Buildings & Facilities total				4,046
Street Lights & Traffic Signals	Electricity	1,008,302	kWh	552
Street Lights & Traffic Signals total				552
Vehicle Fleet	Gasoline (off-road)	773	Gallons	7
	Diesel (off-road)	3,285	Gallons	34
	Gasoline (on-road)	455,622.5	VMT	306
	Diesel (on-road)	4,514.5	VMT	27
Vehicle Fleet total				374
Employee Commute	Gasoline*	545,928	VMT	210
Employee Commute Total				210
Water and wastewater	N2O Effluent Discharge	57.311	Kg N/day	45
	Process N2O Emissions from Wastewater Treatment	20,639	Population	49
	Potable Water Treatment	2,491,582	kWh	973
Water and wastewater total				1,067
Total government emissions				6,249 MCO₂e

*Used an employee commute calculation by zip code. Estimating 30 days off per year: 12 holidays, 3 floating holidays, 10 days vacation, 5 days sick time. 260 weekdays- 30= 230 working days/year. ICLEI's Employee commute calculations by zip code noted to assume all is in gasoline vehicles, 78% passenger cars, and 22% light trucks.

Figure 5 shows the distribution of emissions among the five sectors included in the inventory. Buildings and Facilities represent the majority of emissions, followed by Water and Wastewater, Streetlights and Traffic Signals, Vehicle Fleet, and Employee Commute, in that order.

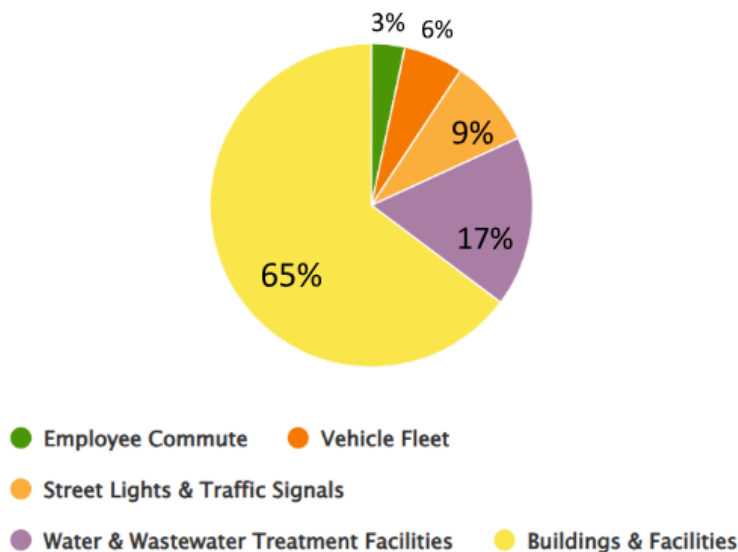


Figure 5: Government Operations Emissions by Sector

Next Steps:

The local government operations emissions inventory points to a need for efficiency upgrades to Town owned buildings and facilities. In the near term, Johnstown plans to identify and install new roofs for buildings and install energy efficient upgrades for the wastewater treatment and water treatment buildings. As part of their development process, Johnstown has alternative compliance methods that include and encourage environmental design consideration and elements as well as energy conscious application.

Conclusion

This inventory marks the completion of Milestone One of the Five ICLEI Climate Mitigation Milestones. The next steps may be to forecast emissions, set an emissions-reduction target, and develop a sustainability plan that identifies specific quantified strategies that can cumulatively meet targeted objectives.

The Intergovernmental Panel on Climate Change (IPCC) states that, to meet the Paris Agreement commitment of keeping warming below 1.5°C we must reduce global emissions by 50% by 2030 and reach climate neutrality by 2050. Equitably reducing global emissions by 50% requires that high-emitting, wealthy nations reduce their emissions by more than 50%. More than ever, it is imperative that countries, regions, and local governments set targets that are ambitious enough to slash carbon emissions between now and mid-century.

Science-Based Targets are calculated climate goals, in line with the latest climate science, that represent a community's fair share of the global ambition necessary to meet the Paris Agreement commitment. To achieve a science-based target, community education, involvement, and partnerships will be instrumental.

In addition, Johnstown will continue to track key energy use and emissions indicators on a biannual basis. It is recommended that communities update their inventories on a regular basis, especially as plans are implemented to ensure measurement and verification of impacts. Regular inventories also allow for "rolling averages" to provide insight into sustained changes and can help reduce the change of an anomalous year being incorrectly interpreted. This inventory shows that Buildings and Facilities as well as water related efforts and transportation patterns will be particularly important to focus on. Through these efforts and others, the Town of Johnstown can achieve environmental, economic, and social benefits beyond reducing emissions.

Appendix: Methodology Details

Energy

The following tables show each activity, related data sources, and notes on data gaps.

Table 3: Energy Data Sources

Activity	Data Source	Data Gaps/Assumptions
Local Government Operations		
Electricity Consumption	Xcel Energy, PVREA, United Power	United Power- Utilized the WECC emissions factor for N2O.
Natural Gas Consumption	Xcel Energy	

Table 4: Emissions Factors for Electricity Consumption

Emissions Factor	CO ₂ (lbs./MWh)	CH ₄ (lbs./GWh)	N ₂ O (lbs./GWh)
Xcel Electricity	855	90	13
PVREA Electricity	1332	90	13
United Power Electricity	1551	90	13

Table 5: Street Light Data Sources

Activity	Data Source	Data Gaps/Assumptions
Local Government Operations		
Street Light Data (includes LED lighting)	Xcel Energy, PVREA, United Power	Calculation for PVREA at 12 hours per day run time: Total watts * 12 hours/day * 365 days/year divided by 1000 watts/kwh = total kwh.

Transportation

Table 6: Transportation Data Sources

Activity	Data Source	Data Gaps/Assumptions
Local Government Operations		
Government Vehicle Fleet	Town of Johnstown	The Heavy Duty truck miles traveled was provided as one number with the fuel split between gas and diesel. The VMT is split between the two entries (9029/2=4,514.5).
Employee Commute	Town of Johnstown	Used an employee commute calculation by zip code. Estimating 30 days off per year: 12 holidays, 3 floating holidays, 10 days vacation, 5 days sick time. 260 weekdays- 30= 230 working days/year. ICLEI's Employee commute calculations by zip code noted to assume all is in gasoline vehicles, 78% passenger cars, and 22% light trucks.

For vehicle transportation, it is necessary to apply average miles per gallon and emissions factors for CH₄ and N₂O to each vehicle type. The factors used are shown in Table 7.

Table 7: MPG and Emissions Factors by Vehicle Type

Fuel	Vehicle type	MPG	CH ₄ g/mile	N ₂ O g/mile
Gasoline	Passenger car	24.8	.0078	.0061
Gasoline	Light truck	18.1	.011	.0073
Gasoline	Heavy truck	7.3	.032	.0041
Gasoline	Motorcycle	44	.0672	.0069
Diesel	Passenger car	24.8	.0302	.0192
Diesel	Light truck	18.1	.029	.0214
Diesel	Heavy truck	7.3	.0095	.0431

Inventory Calculations

The 2024 inventory was calculated following the US Community Protocol and ICLEI's ClearPath software. As discussed in Inventory Methodology, the IPCC 6th Assessment was used for global warming potential (GWP) values to convert methane and nitrous oxide to CO2 equivalent units. ClearPath's inventory calculators allow for input of the sector activity (i.e. kWh or VMT) and emission factor to calculate the final CO2e emissions.



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