



Town of Johnstown

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO
Monday, July 17, 2023 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

Pledge of Allegiance

ROLL CALL

AGENDA APPROVAL

SPECIAL PRESENTATIONS

PUBLIC COMMENT

Members of the audience are invited to speak at the Council meeting. Public Comment is reserved for citizen comments on items not contained on the Public Hearing portion of the agenda. Citizen comments are limited to three (3) 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 is a group of routine matters to be acted on with a single motion and vote. Council or staff may request an item be removed from the Consent Agenda and placed on the Regular Agenda for discussion.

1. July 7 2023 Meeting Minutes
2. June 2023 Financial Statements
3. July 2023 List of Bills
4. Resolution 2023-29 Amending the Fiscal Year 2022 Budget

TOWN MANAGER REPORT

TOWN ATTORNEY REPORT

5. Town Attorney Report

NEW BUSINESS

6. Consider Awarding the Natatorium Restoration Project

COUNCIL REPORTS AND COMMENTS

MAYOR'S COMMENTS

The Community That Cares

johnstown.colorado.gov

P: 970.587.4664 | 450 S. Parish Ave, Johnstown CO 80534 | F: 970.587.0141

EXECUTIVE SESSION

7. An executive session to obtain legal advice regarding metropolitan districts pursuant to C.R.S. Section 24-6-402(4)(b).

INFORMATIONAL ITEMS

8. Informational Items

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 Discapitados 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.



Town of Johnstown

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO
Monday, July 03, 2023 at 7:00 PM

MINUTES

CALL TO ORDER

Mayor Mellon called the meeting to order and led the Pledge of Allegiance.

Pledge of Allegiance

ROLL CALL

Present:

Councilmember Berg
Councilmember Dominguez
Councilmember Molinar
Councilmember Morris
Councilmember Young
Mayor Mellon

Absent:

Councilmember Paranto

AGENDA APPROVAL

Councilmember Berg requested to amended the agenda to add Special Presentation Business of the Month

Councilmember Young moved to approve the agenda as amended

Councilmember Morris seconded and the motion passed.

SPECIAL PRESENTATIONS

1. Presentation to Mark Stanley

Mayor Mellon presented Mark Stanley, Deputy Public Works Director, with a letter of accomplishment for his creativity in providing sand to residents during recent rainstorms.

Sarah Economic Development Manager, presented business of the month to Maven's Smile Design for Business of the Month in July.

PUBLIC COMMENT

Holly Sturgon spoke to the drainage in Country Acres.

Rosa Cadena spoke to uneven sidewalk hazards.

Judy Blankenship, emailed in a comment regarding safety concerns and power outages.

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Karen Van Engelenburg, emailed in a comment regarding weed control.

Brian Westfall spoke to flooding and building in Country Acres.

CONSENT AGENDA

Councilmember Berg moved to approve the consent agenda.

Councilmember Morris seconded and the motion passed.

2. June 19, 2023 Meeting Minutes
3. June 2023 List of Bills
4. Factional Water Share Application Applicant: Tyson Tabler for 1120 N. 5th Street – Lot 51
5. Resolution 2023-28 Amending the Fiscal Year 2022 Budget

TOWN MANAGER REPORT

6. Town Manager's Report

Matt LeCerf, Town Manager, noted the included report in the packet, also noted the Frontage Road is now open. Mr. LeCerf also introduced Jason Elkins, new Public Works Director.

TOWN ATTORNEY REPORT

There was no Town Attorney report.

NEW BUSINESS

7. Contract Award - Downtown Johnstown Wayfinding Signage: Phase 1

Ms. Crosthwaite presented the Downtown Johnstown Wayfinding Signage Phase 1 options. Council asked for clarification regarding what signage would be included in the separate options, locations of the signage and future signage. Ms. Crosthwaite noted that the focus first would be on the auto directional signage, and next phases would be more focused on pedestrian signage.

Council noted the desire to ensure the signage in the pavilion does not crowd the space, but allows seating, space for the holiday tree and promotes foot traffic to that area.

Councilmember Berg moved to approve and award the RFP Downtown Johnstown Wayfinding Signage Project to Ad Light Group selected Option 1 at a cost of \$404,496.17 and provide the Town Manager with a 5% financial discretion to complete this phase.

Councilmember Young seconded and the motion passed.

8. Town of Johnstown YMCA Recreation Center Update - Natatorium

Mr. LeCerf noted to Council that the pool humidification in the YMCA has failed and has been inoperable for some time. The process of getting the system operational were discussed, and Mr. LeCerf noted steps being taken to identify what the key component is that failed in the system.

Council inquired on the communication lines with the YMCA, which Mr. LeCerf noted were open however earlier communication may have assisted in improved the situation, and staff would return with a potential budget amendment for this issue.

COUNCIL REPORTS AND COMMENTS

Councilmember Dominguez invited all to a Bike Parade at Thompson River Ranch on July 4th.

Councilmember Morris extended well wishes for Independence Day.

Councilmember Young noted the landscaping progress at the library and noted on behalf of the Historical Society the sell of Letford bricks of a \$25 dollar donation.

Mayor Pro Tem Berg expressed thanks for a recent interaction of a veteran and police department.

MAYOR'S COMMENTS

Mayor Mellon noted excursions around Town and expressed feelings that Town Staff understands what Council wants and some of the redamation work may require Council to spend money on.

INFORMATIONAL ITEMS

9. Informational Items

Informational items were included in the packet.

ADJOURN

Mayor Mellon adjourned the July 3, 2023 meeting.

Troy D. Mellon, Mayor

Hannah Hill, Town Clerk

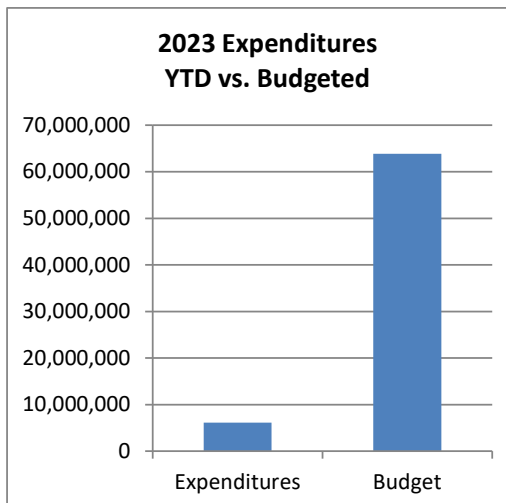
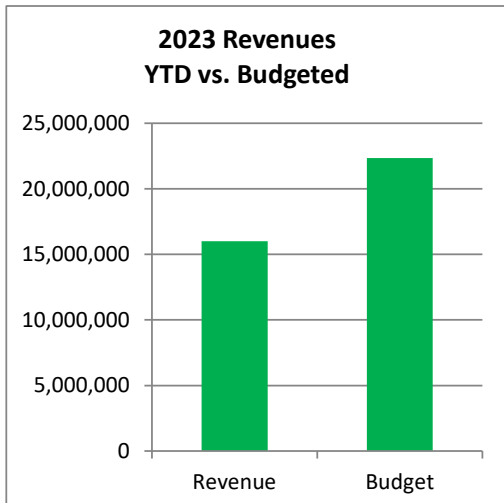
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - General Fund
Period Ending June 30, 2023
Unaudited

Item #2.

General Fund	2023 Actuals June	2023 Adopted Budget	%
			Complete
Beginning Fund Balance*	87,924,330	87,924,330	
Revenues:			
Taxes & Fees	12,099,047	19,417,534	62.3%
Licenses & Permits	2,115,470	1,963,700	107.7%
Fines & Forfeitures	122,589	175,500	69.9%
Intergovernmental	51,350	25,000	205.4%
Earnings on Investment	1,048,788	15,000	6991.9%
Miscellaneous Revenue	561,726	757,500	74.2%
<i>Transfers In</i>	-	-	
Total Operating Revenues	15,998,970	22,354,234	71.6%
Expenditures:			
Legislative	334,200	831,440	40.2%
Town Manager	572,838	1,442,430	39.7%
Town Clerk	202,510	441,910	45.8%
Finance	220,407	450,870	48.9%
Planning	180,648	566,310	31.9%
Reimbursements	262,370	700,000	37.5%
Building Inspections	160,964	413,820	38.9%
Police	2,810,853	6,006,610	46.8%
Public Works	400,342	761,350	52.6%
Buildings	158,218	288,100	54.9%
<i>Transfers Out</i>	821,727	51,945,508	1.6%
Total Expenditures	6,125,077	63,848,348	9.6%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	9,873,893	(41,494,114)	
Prior Period Adjustment			
Ending Fund Balance*	97,798,223	46,430,216	

* - Unaudited

50% of the fiscal year has elapsed



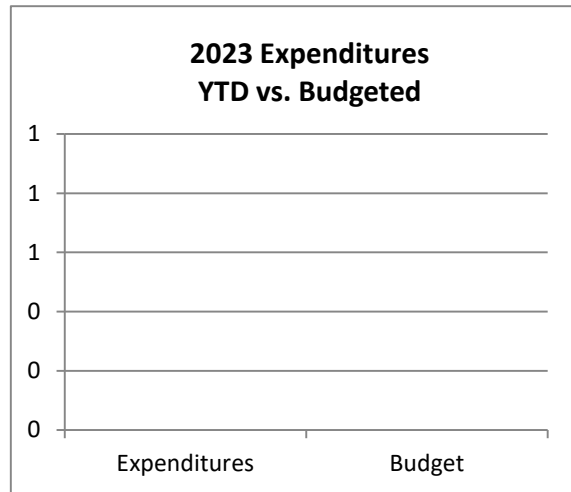
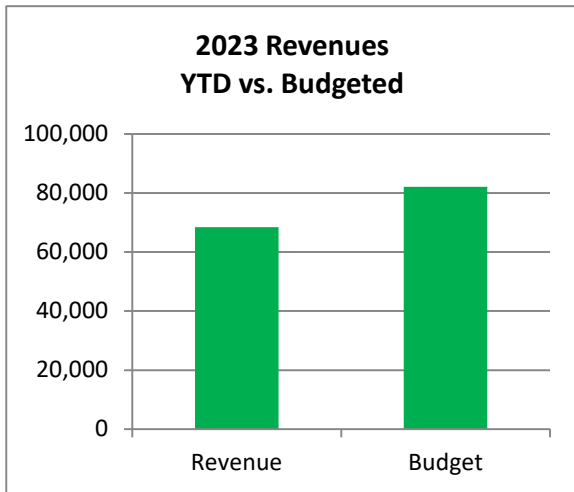
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Conservation Trust Fund
Period Ending June 30, 2023
Unaudited

Item #2.

	2023 Actuals June	2023 Adopted Budget	%
Conservation Trust Fund			Complete
Beginning Fund Balance*	132,112	132,112	
Revenues:			
Intergovernmental	65,424	82,000	79.8%
Earnings on Investment	3,026	50	6051.5%
Total Operating Revenues	68,450	82,050	83.4%
Expenditures:			
Operations	-	-	
Capital Outlay	-	-	
Total Expenditures	-	-	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	68,450	82,050	
Ending Fund Balance*	200,562	214,162	

* - Unaudited

50% of the fiscal year has elapsed



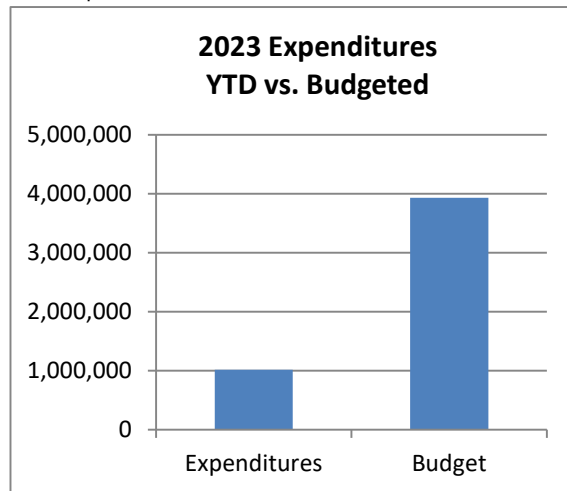
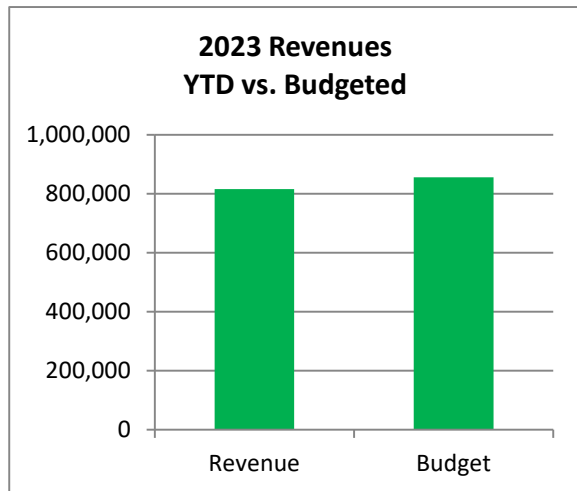
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Parks and Open Space Fund
Period Ending June 30, 2023
Unaudited

Item #2.

Parks and Open Space Fund	2023 Actuals June	2023 Adopted Budget	%
			Complete
Beginning Fund Balance*	6,865,289	6,865,289	
Revenues:			
Taxes & Fees	647,583	786,030	82.4%
Miscellaneous Revenue	47,988	17,000	282.3%
<i>Transfers In</i>	50,000	50,000	100.0%
Total Operating Revenues	816,384	855,530	95.4%
Expenditures:			
Operations	392,439	2,905,000	13.5%
Capital Outlay	625,563	1,024,940	61.0%
<i>Transfers Out</i>	-	-	
Total Expenditures	1,018,003	3,929,940	25.9%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	(201,619)	(3,074,410)	
Ending Fund Balance*	6,663,670	3,790,879	

* - Unaudited

50% of the fiscal year has elapsed



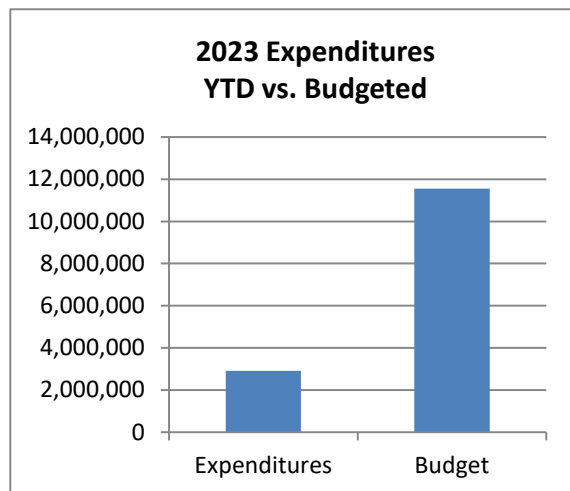
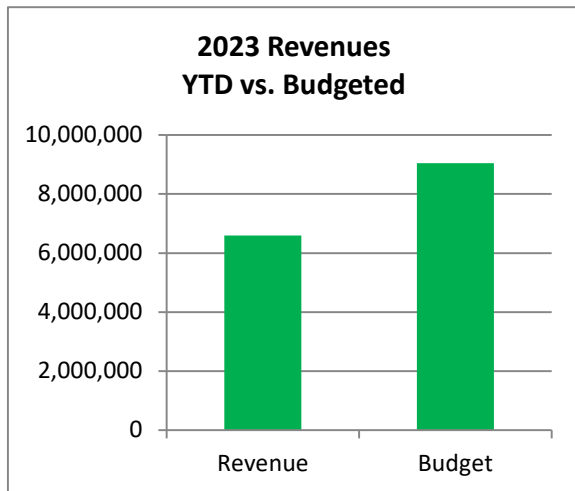
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Street and Alley Fund
Period Ending June 30, 2023
Unaudited

Item #2.

	2023 Actuals June	2023 Adopted Budget	%
Street and Alley Fund			Complete
Beginning Fund Balance*	17,606,494	17,606,494	
Revenues:			
Taxes & Fees	2,416,272	4,171,405	57.9%
Intergovernmental	331,659	1,290,000	25.7%
Charges for Services	498,433	945,000	52.7%
Capital Investment Fees	1,720,269	1,174,000	146.5%
Earnings on Investment	172,873	10,200	1694.8%
Miscellaneous Revenues	3,090	-	0.0%
	6,592,597	9,040,605	72.9%
Expenditures:			
Operations & Maintenance	1,132,701	3,698,790	30.6%
Capital	1,775,752	7,848,000	22.6%
	2,908,454	11,546,790	25.2%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	3,684,143	(2,506,185)	
Ending Fund Balance*	21,290,637	15,100,309	

* - Unaudited

50% of the fiscal year has elapsed



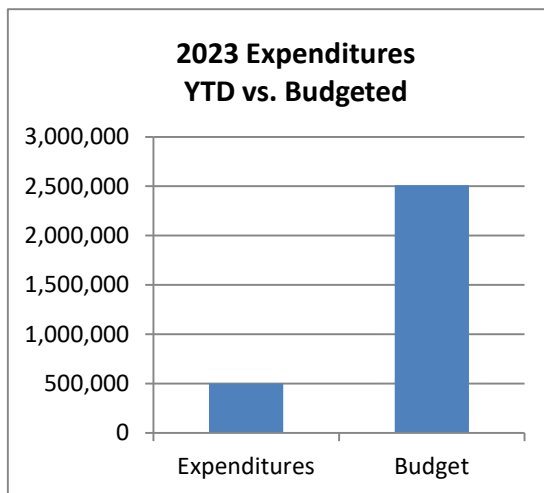
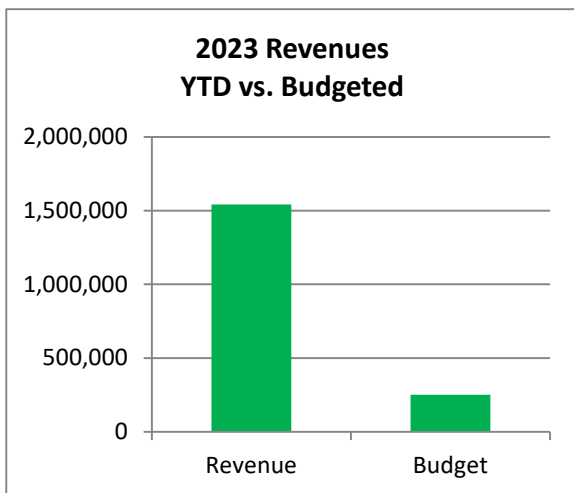
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Capital Projects Fund
Period Ending June 30, 2023
Unaudited

Item #2.

	2023 Actuals June	2023 Adopted Budget	%
Capital Projects Fund			% Complete
Beginning Fund Balance*	12,343,821	12,343,821	
Revenues:			
Taxes and Fees	1,281,501	300,000	427.2%
Miscellaneous Revenue	-	-	
Interest	259,590	2,200	11799.6%
<i>Transfers In</i>	-	(50,000)	0.0%
	1,541,091	252,200	611.1%
Expenditures:			
Capital Outlay	498,739	2,511,500	19.9%
<i>Transfers Out</i>	-	-	0.0%
	498,739	2,511,500	19.9%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	1,042,353	(2,259,300)	
Ending Fund Balance*	13,386,174	10,084,521	

* - Unaudited

50% of the fiscal year has elapsed



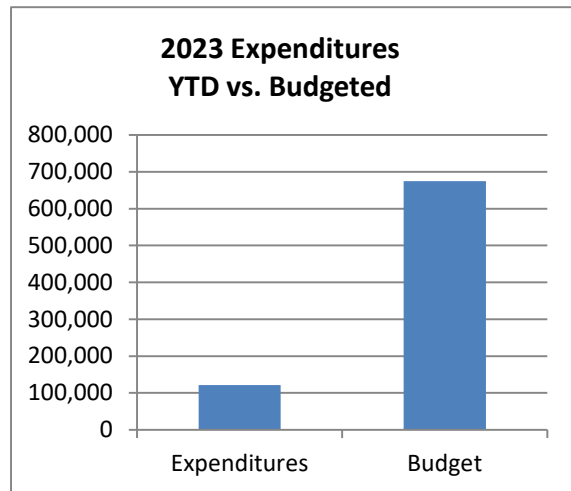
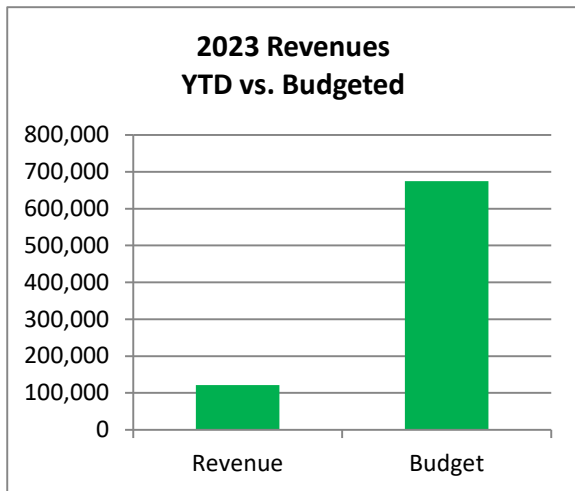
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Tax Allocation Fund
Period Ending June 30, 2023
Unaudited

Item #2.

Tax Allocation Fund	2023 Actuals June	2023 Adopted Budget	% Complete
Beginning Fund Balance*	41,435	41,435	
<u>Revenues:</u>			
Taxes & Fees	121,747	675,000	18.0%
Earnings on Investment	-	-	
Total Operating Revenues	121,747	675,000	18.0%
<u>Expenditures:</u>			
Miscellaneous	121,747	675,000	18.0%
Total Expenditures	121,747	675,000	18.0%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	-	-	
 Ending Fund Balance*	 41,435	 41,435	

* - Unaudited

50% of the fiscal year has elapsed



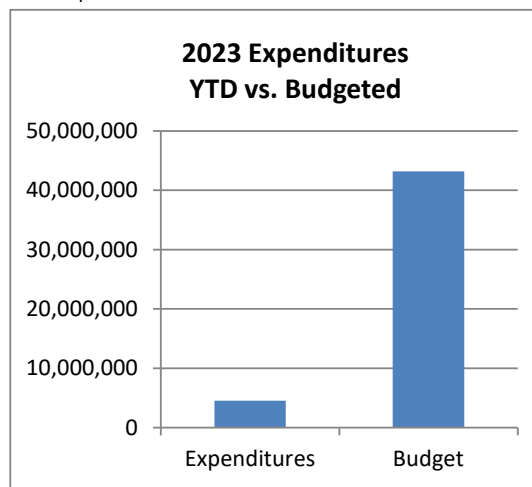
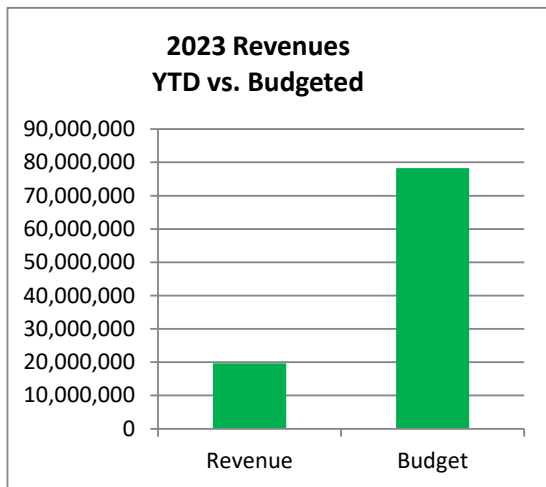
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Water Fund
Period Ending June 30, 2023
Unaudited

Item #2.

Water Fund	2023 Actuals June	2023 Adopted Budget	% Complete
Beginning Cash Balance*	37,380,557	37,380,557	
Revenues:			
Charges for Services	1,904,117	4,555,000	41.8%
Total Operating Revenues	1,904,117	4,555,000	41.8%
Expenses:			
Administration	90,519	235,300	38.5%
Operations	1,831,701	4,365,350	42.0%
Capital Outlay	1,743,815	36,417,280	4.8%
Depreciation	272,076	970,000	28.0%
Transfers Out	600,000	600,000	100.0%
Total Operating Expenses	5,138,112	43,187,930	11.9%
Operating Income (Loss)	(3,233,994)	(38,632,930)	
Non-Operating Revenues (Expenses)			
Tap Fees	1,055,407	1,357,605	77.7%
Capital Investment Fees	944,847	1,147,945	82.3%
Misc. Revenues	15,422,062	71,226,500	21.7%
Interest Expense	367,655	20,000	1838.3%
Total Non-Operating Revenues (Expenses)	17,789,971	73,752,050	24.1%
Excess (Deficiency) of Revenues and Other Sources over Expenses	14,555,977	35,119,120	
Ending Cash Balance*	51,936,534	72,499,677	

* - Unaudited

50% of the fiscal year has elapsed



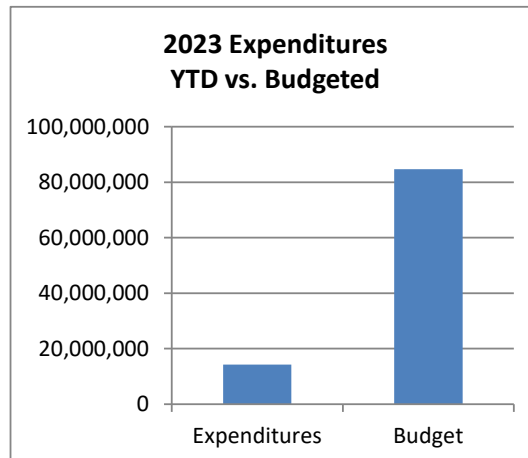
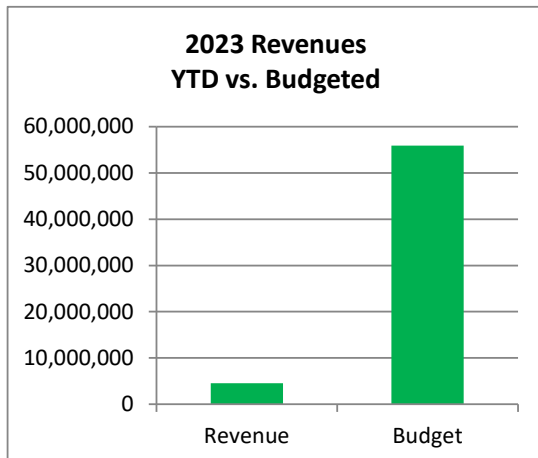
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Sewer Fund
Period Ending June 30, 2023
Unaudited

Item #2.

Sewer Fund	2023 Actuals June	2023 Adopted Budget	%
			Complete
Beginning Cash Balance*	47,151,463	47,151,463	
Revenues:			
Charges for Services	1,664,566	3,181,500	52.3%
Total Operating Revenues	1,664,566	3,181,500	52.3%
Expenses:			
Administration	89,699	227,750	39.4%
Operations	955,056	2,087,960	45.7%
Capital Outlay	12,022,641	78,381,000	15.3%
Depreciation	262,380	1,200,000	21.9%
Debt Service	976,575	2,764,000	35.3%
	-	-	
Total Operating Expenses	14,306,351	84,660,710	16.9%
Operating Income (Loss)	(12,641,785)	(81,479,210)	
Non-Operating Revenues (Expenses)			
Capital Improvement Fees	1,967,589	3,218,560	61.1%
Misc. Revenues	18,795	18,900	99.4%
Interest Expense	1,465,778	100,000	1465.8%
Transfers In/(Out)	(600,000)	49,400,000	
Total Non-Operating Revenues (Expenses)	3,452,162	52,737,460	6.5%
Excess (Deficiency) of Revenues and Other Sources over Expenses	(9,189,623)	(28,741,750)	
Ending Cash Balance*	37,961,840	18,409,713	

* - Unaudited

50% of the fiscal year has elapsed



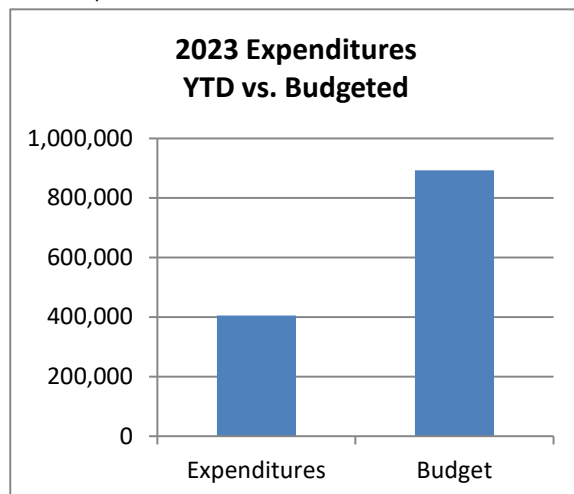
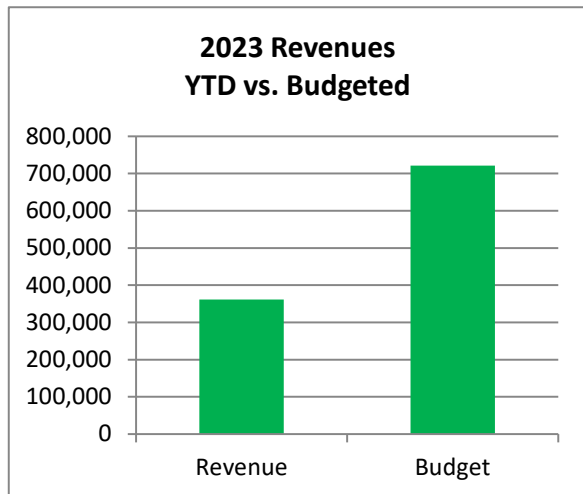
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Drainage Fund
Period Ending June 30, 2023
Unaudited

Item #2.

Drainage Fund	2023 Actuals June	2023 Adopted Budget	% Complete
Beginning Cash Balance*	4,232,022	4,232,022	
<u>Revenues:</u>			
Charges for Services	261,508	500,000	52.3%
Total Operating Revenues	261,508	500,000	52.3%
<u>Expenses:</u>			
Administration	62,340	150,400	41.4%
Operations	92,894	493,025	18.8%
Capital Improvements	-	-	
Transfer Out	250,000	250,000	100.0%
Total Operating Expenses	405,234	893,425	45.4%
Operating Income (Loss)	(143,726)	(393,425)	
<u>Non-Operating Revenues (Expenses)</u>			
Capital Revenues	50,423	220,000	22.9%
Misc. Revenues	-	-	
Interest Expense	49,396	1,000	4939.6%
Total Non-Operating Revenues (Expenses)	99,819	221,000	45.2%
Excess (Deficiency) of Revenues and Other Sources over Expenses	(43,908)	(172,425)	
Ending Cash Balance*	4,188,114	4,059,597	

* - Unaudited

50% of the fiscal year has elapsed



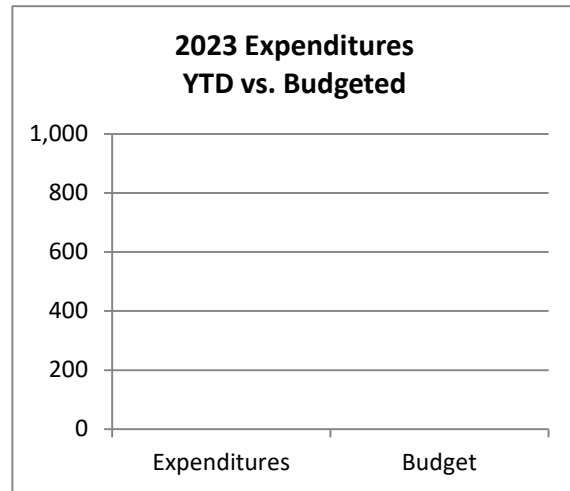
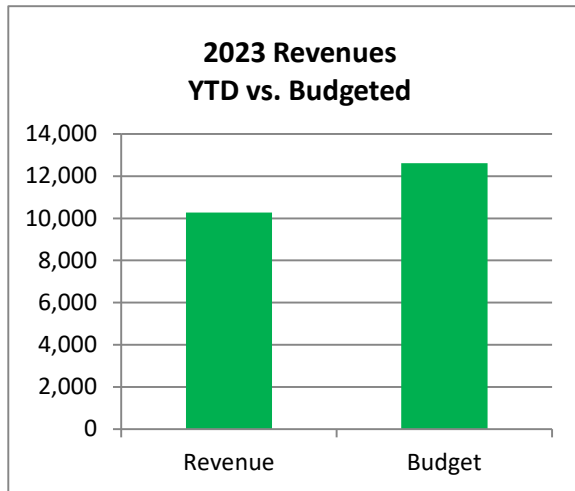
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Cemetery Perpetual Fund
Period Ending June 30, 2023
Unaudited

Item #2.

	2023 Actuals June	2023 Adopted Budget	%
Cemetery Perpetual Fund			Complete
Beginning Fund Balance*	168,889	168,889	
Revenues:			
Miscellaneous Revenue	7,380	12,560	58.8%
Earnings on Investment	2,892	60	4819.9%
	10,272	12,620	81.4%
Total Operating Revenues	10,272	12,620	
Expenditures:			
Operations & Maintenance	-	-	
Capital Outlay	-	-	
Transfers Out	-	-	
	-	-	
Total Expenditures	-	-	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	10,272	12,620	
Ending Fund Balance*	179,161	181,509	

* - Unaudited

50% of the fiscal year has elapsed



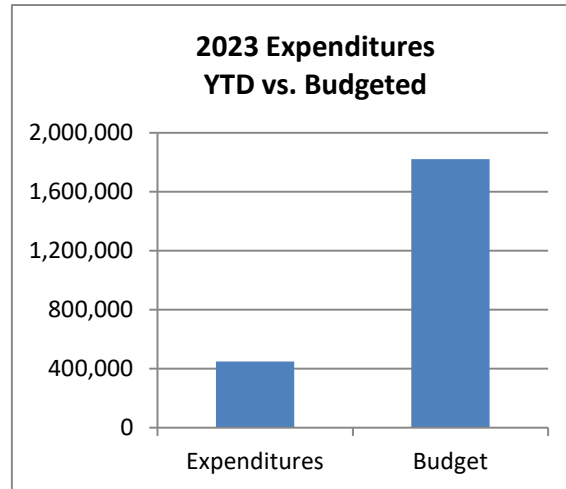
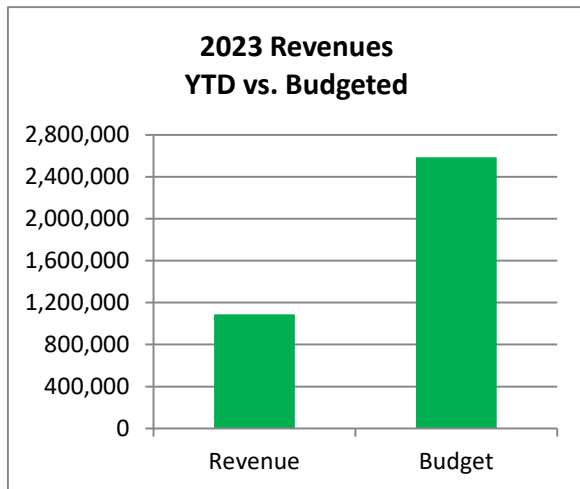
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Library Fund
Period Ending June 30, 2023
Unaudited

Item #2.

Library Fund	2023 Actuals June	2023 Adopted Budget	% Complete
Beginning Fund Balance*	8,580,860	8,580,860	
Revenues:			
Intergovernmental	104,277	819,186	12.7%
Miscellaneous Revenue	10,021	11,000	91.1%
Capital Investment Fees	449,408	439,410	102.3%
Interest	116,439	75,000	155.3%
<i>Transfers In</i>	409,253	1,243,246	32.9%
Total Operating Revenues	1,089,398	2,587,842	42.1%
Expenditures:			
Operations	448,552	1,821,000	24.6%
Capital Outlay	-	-	
Total Expenditures	448,552	1,821,000	24.6%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	640,846	766,842	
Ending Fund Balance*	9,221,706	9,347,702	

* - Unaudited

50% of the fiscal year has elapsed



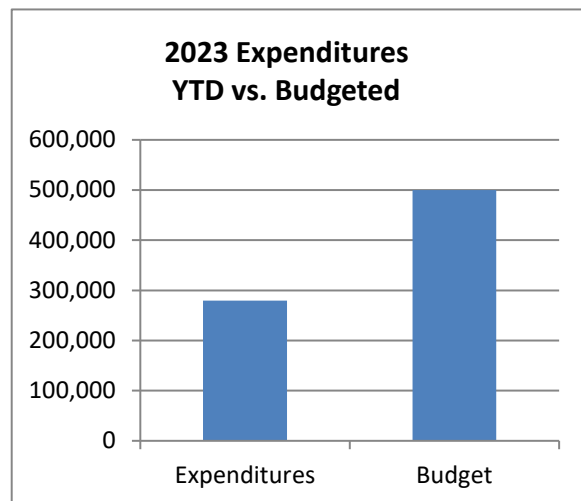
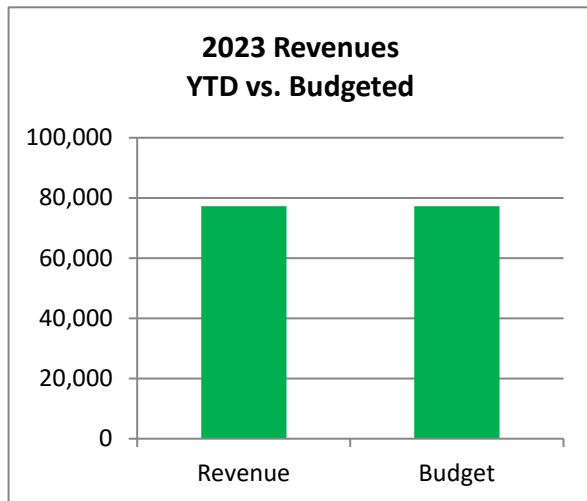
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Recreation Center Fund
Period Ending June 30, 2023
Unaudited

Item #2.

Recreation Center Fund	2023 Actuals June	2023 Adopted Budget	% Complete
Beginning Fund Balance*	922,738	922,738	
<u>Revenues:</u>			
State Grants	-	0	
Transfers In	77,262	77,262	100.0%
Earnings on Investment	-	-	
	77,262	77,262	
Total Operating Revenues	77,262	77,262	
<u>Expenditures:</u>			
Operations & Maintenance	279,421	500,000	55.9%
Capital Outlay	-	-	
	279,421	500,000	55.9%
Total Expenditures	279,421	500,000	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	(202,159)	(422,738)	
Ending Fund Balance*	720,579	500,000	

* - Unaudited

50% of the fiscal year has elapsed



Town of Johnstown
List of Bills June 22, 2023 - July 5, 2023

<u>Vendor</u>	<u>Description</u>	<u>Dept</u>	<u>Amount</u>
4990 Ronald Reagan LLC	Police substation lease	PD	1,519.75
Adamson Police Products	Uniforms	PD	14.38
Aqua Backflow, Inc.	Backflows	PW	330.00
Aqua Engineering	Central WWTP expansion	PW	33,717.35
BearCom	Vehicle equipment	PD	600.00
Bluebeam, Inc.	Software	PW	1,016.18
Breaching Technologies Inc	Safety equipment	PD	9,233.49
Browns Hill Engineering & Controls	SCADA	PW	2,364.68
Caselle, Inc	Accounting software	ALL	2,000.00
Cintas	Mat supplies/service	ALL	296.42
Civil Resources	Raw water transmission line	PW	1,910.00
Colorado Analytical Labs	Lab testing	PW	262.00
Colorado Greenbelt Management	Landscaping services	PW	1,250.00
Colorado Paving Inc	Charlotte Street project	PW	553,198.24
Connell Resources, Inc.	North Interceptor project	PW	500,781.10
Consolidated Home Supply Ditch	Water legal	PW	500.00
Denali Water Solutions LLC	Sludge removal	PW	826.40
DPC Industries Inc	Chemicals	PW	20,572.95
Eclipse DOT	CDL training	PW	2,762.25
Employee Reimbursement	Travel and training	PD/ADM	444.73
Environmental Syst. Research I, Inc	GIS	PW	10,000.00
Firestone Complete Auto Care	Vehicle repairs	PD	1,695.65
First National Bank	Custodial fees	ADM	1,043.95
Frontier Self Storage	Storage	ADM	280.00
Glenn A. Jones Library	Library support	ADM	103,786.43
Hach Company	Equipment maintenance	PW	3,178.00
Hotsy Equipment Of Northern Co, Inc	Supplies	PW	249.60
IMEG Corp	Engineering services	PW	2,650.00
J-U-B Engineers, Inc.	SH60 Waterline	PW	13,174.80
L G Everist Inc	Paving materials	PW	1,974.10
Mac Equipment, Inc	Supplies	PW	1,187.69
Medicine for Business & Industry LLC	Drug screen	PW	38.52
Mike Shaw Chrysler Jeep Dodge Ram	Vehicle maintenance	PD	210.90
Mile High Elevator LLC	Elevator maintenance	PW	210.00
Motor Diagnostic Systems	Equipment maintenance	PW	2,000.00
Napa Auto Parts, Inc	Vehicle supplies	PW/PD	262.36
NASSCO Inc	Training	PW	1,075.00
Pitney Bowes Inc	Supplies	PD/ADM	461.32
PK Safety Supply	Supplies	PW	696.91
Poudre Valley REA	Utilities	ALL	13,182.89
Randy Lopez CDL Testing & Training	Training	PW	275.00
Rhinehart Oil Co., Inc.	Fuel	PW	7,658.93
Ron's Equipment Company	Vehicle maintenance	PW	1,727.20
Sam's Club MC/SYNCB	Supplies	ALL	565.14

<u>Vendor</u>	<u>Description</u>	<u>Dept</u>	<u>Amount</u>
Sanderson Stewart	SH 60 & CR 13 signal	PW	5,264.00
Security Central, Inc	Alarm monitoring	PW	248.34
Tait & Associates, Inc.	Design services	PW	14,706.25
TDS	Phone/internet	ALL	1,252.03
Terracon Consultants, Inc.	Charlotte Street project	PW	555.00
Trane US	YMCA maintenance	ADM	28,963.00
TruGreen Chemlawn	Chemicals	PW	2,795.20
UC Health Medical Group	Lab testing	PD	1,237.30
UGSI Chemical Feed, Inc.	Equipment maintenance	PW	3,960.89
USA Bluebook	Supplies	PW	862.32
Utility Refund	Utility refunds	PW	9,278.74
Vector Disease Control	Mosquito spraying	PW	4,499.00
Vectra Mechanical	Equipment repair	ADM	3,700.00
Verizon Wireless	Phone/internet	ALL	4,302.48
Water Environment Federation	Dues	PW	495.00
Water Professionals International	Dues	PW	300.00
Weld County Clerk & Recorder	Recording deposit/fees	ADM	600.00
Weld County Public Works Dept	Permit	PW	450.00
Xcel Energy	Utilities	ALL	9,399.62
			<hr/> 1,392,009.35



Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: July 17, 2023

SUBJECT: Resolution 2023 – 29, Amending the Fiscal Year 2022 Budget

ATTACHMENTS: 1. Resolution 2023-29

PRESENTED BY: Devon McCarty, Finance Director

AGENDA ITEM DESCRIPTION:

Enclosed for review and consideration is Resolution 2022-29, which will modify the 2022 budget recognizing an increase in revenues and an increase in expenses associated with booking the capital contributions for the water shares that were dedicated to the Town in 2022. While no actual monies were received or expended, this accounting transaction is necessary to be in compliance with GAAP and ensure that the Town is in compliance with C.R.S. 29-1-110.

The proposed changes includes the following:

Water Fund

An increase in revenues totaling \$27,799,600 and an increase in expenses for \$27,799,600 to account for water shares that were dedicated to the Town over the course of the year. In total, there were 43.16 shares of Home Supply, 4/120th share of Big Thompson, and 2.5 shares of Hillsborough Water dedicated during the 2022 calendar year. The shares have been recorded at market value at the time of the transaction.

LEGAL ADVICE:

The Town Attorney drafted the Resolution.

FINANCIAL ADVICE:

The recommended amendments will increase the accuracy of the financial information and ensure compliance with state law.

RECOMMENDED ACTION: Approve Resolution 2023-29 as presented.

The Community That Cares

www.TownofJohnstown.com

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

Reviewed and Approved for Presentation,



Town Manager

The Community That Cares

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P: 970.5127.4664 | 450 S. Parish Ave, Johnstown CO | F: 970.5127.0141

RESOLUTION 2023-29

**A RESOLUTION OF THE TOWN OF JOHNSTOWN, COLORADO,
AMENDING REVENUES AND EXPENDITURES FOR THE FISCAL YEAR 2022
BUDGET**

WHEREAS, on December 13, 2021, the Town Council adopted, by Resolution No. 2021-46, the Fiscal Year 2022 Budget (“2022 Budget”); and

WHEREAS, revenues and expenditures have been evaluated and are being adjusted for the 2022 operating budget to increase clarity of information and improve the quality of usefulness of such information in the decision-making process; and

WHEREAS, the Town received capital contributions in the form of water shares valued at \$27,799,600; and

WHEREAS, the Town Council agrees to modify revenues and agrees to modify appropriated expenditures for the 2022 Budget, ensuring the budget will be in balance and that authorized budgeted revenues and expenditures are amended, as required by law.

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

Revenues

Section 1. Water Fund:

Whereas, the Town Council of the Town of Johnstown determines that the Fiscal Year 2022 Water Fund revenues from capital contributions are hereby increased from \$45,881,850 to \$73,681,450 to reflect an increase in revenues resulting from the recognition of capital contributions.

Expenditures

Section 2. Water Fund:

Whereas, the Town Council of the Town of Johnstown determines that the Fiscal Year 2022 Water Fund expenditure appropriations are hereby increased from \$25,732,580 to \$53,532,180 to reflect the capital contributions for existing agreements.

Section 3. Effective Date. This resolution shall become effective immediately upon adoption.

Section 4. Repealer. All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

Section 5. Certification. The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

ADOPTED THIS 17th DAY OF JULY, 2023.

TOWN OF JOHNSTOWN

BY: _____
Troy D. Mellon, Mayor

ATTEST:

Hannah Hill, Town Clerk

Law Office of Avi S. Rocklin, LLC

ATTORNEY AT LAW
 1437 N. DENVER AVENUE, #330
 LOVELAND, CO 80538
 PHONE: (970) 419-8226 EMAIL: AVI@ROCKLINLAW.COM

MEMORANDUM

TO: Honorable Mayor and Council Members
 FROM: Law Office of Avi S. Rocklin, LLC *ASR*
 DATE: July 13, 2023
 RE: Laws Enacted During 2023 Legislative Session

Below is a brief synopsis of laws enacted during the 2023 legislative session. For a more detailed description of each law and for a full review of all the laws, please see [2023-cml-laws-enacted.pdf](#).

HB23-1245: Campaign Practices for Municipal Elections

The act establishes that the maximum contribution a person is entitled to make to a candidate for a municipal office is \$400 and the maximum contribution a small donor committee is entitled to make to a candidate for municipal office is \$4,000 per election. Reports must be filed with the municipal clerk no later than 60 days, 30 days, and 15 days before and 30 days after an election, and on April 1 in off-election years. Municipal clerks are required to make the reports publicly available without charge either on a website or for in-person inspection.

As a home rule municipality, the Town may adopt standards that differ from state statute. Because the Town does not currently regulate this subject matter, the Town would be required to comply with state statute.

HB23-1185: Requirements for Recall Elections and Vacancies

The act clarifies how a vacancy will be filled if there are not enough members of the governing body to establish a quorum, addresses municipal recall petitions and elections and clarifies deadlines and procedures for circulating and filing petitions and filing protests.

To the extent of a conflict, the provisions of the Charter would supersede state regulation in this area.

HB23-1306: Public Use of Elected Officials' Social Media

The act provides that a local elected official may, but is not required to, maintain private social media. If so created, the local elected official has discretion to restrict or remove a user of private social media for any reason, including bullying, harassment, or intimidation of other users of the private social media.

Caselaw is still developing in this area, and caution should be exercised to ensure private social media is used exclusively for private purposes and not for purposes related to public duties.

HB3-1057: Amenities for all Genders in Public Buildings

With limitations and upon the deadlines contained therein, the act requires that:

- For renovations or new construction of buildings owned or partially owned by a public entity, such buildings must contain single stall restrooms that are not gender specific or multi-stalled restrooms available for use by any gender;
- Public entities must ensure that a caregiver has access to at least one baby diaper changing station in a single-stall non-gendered restroom, non-gendered multi-stall restroom, in both gender specific restrooms, or in an easily accessible location with equivalent privacy and amenities as a restroom; and
- For buildings that are wholly or partially owned or leased by a public entity, restrooms with diaper changing stations must be labeled, non-gendered restrooms must be labeled with pictograms void of gender, and building entrances and central directories must be updated to identify the location of baby changing stations and the location of non-gendered bathrooms.

HB23-1255: Regulating Local Housing Growth Restrictions

With limitations contained therein, the act prohibits local land use laws that, within any calendar year, limit the growth of population in a jurisdiction or the number of development permits or applications for residential development (including mixed use development with residential components) that may be submitted, reviewed, approved, or issued.

SB23-285: Energy & Carbon Management Regulation in Colorado

Beginning July 1, 2023, the act renames the Oil and Gas Conservation Commission to the Energy and Carbon Management Commission and expands its regulatory authority to include the authority to regulate a broader scope of energy and carbon management areas beyond oil and gas, including deep geothermal operations (deeper than 2,500 feet).

SB23-290: Natural Medicine Regulation and Legalization

In 2022, Colorado voters passed Proposition 122, requiring the Department of Regulatory Agencies (“DORA”) to establish a regulatory framework for the administration of natural psychedelics in licensed facilities and to decriminalize the use of certain natural psychedelics. DORA must start accepting license applications on or before December 31, 2024. The act outlines the types of business licenses that may be issued, including a health center license, cultivation facility license, manufacturer license, testing facility license, and any other necessary licenses. The act preempts local laws that would conflict with its provisions and expressly prohibits local governments from prohibiting licensed facilitators and licensed entities from operating in their jurisdictions. Local governments are, however, entitled to regulate the time, place, and manner of the operation of licensed entities.

The Town may want to consider regulating the time, place and manner of such facilities before licenses are issued.

SB23-110: Transparency for Metropolitan Districts

The act makes changes to service plan requirements submitted for proposed metropolitan districts and establishes new rules to increase transparency, requiring that:

- an organizing district include a maximum mill levy and maximum debt issuance in a service plan;
- active metropolitan districts organized after January 1, 2020 with residential units conduct an annual meeting with information about outstanding projects and debt, and allow for questions from the public;

- prior to issuing debt to a director, a certification is obtained from a registered municipal advisor concerning the reasonableness of the interest rate; and
- residential property sellers in a metropolitan district provide the purchaser with the official website established by the metropolitan district.

The Town's Model Service Plan contains some of these requirements. They will be added to service plans going forward.

SB23-286: Access to Government Records

The act makes various procedural and substantive updates to the Colorado Open Records Act (CORA), including, unless otherwise restricted by CORA, requiring the disclosure of records of sexual harassment complaints made against an elected official and the results or report of investigations conducted by or for the official's government if the investigation finds the elected official culpable for any act of sexual harassment.

SB23-304: Property Tax Valuation

The act makes changes to the valuation of property by county assessors, requiring that, in addition to the methods specified in current law, assessors consider: (i) the current use, (ii) existing zoning and government land use or environmental regulations and restrictions, (iii) multiyear leases or other contractual agreements affecting the use of or income from the property, (iv) easements and reservations of record, and (v) covenants, conditions, and restrictions of record.



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE:	July 17, 2023
SUBJECT:	Construction Award for Town of Johnstown Recreation Facility - Natatorium Restoration
ACTION PROPOSED:	Consider Awarding the Natatorium Restoration Project to Crosby & Company, LLC, DBA All Dry Services of Denver
ATTACHMENTS:	<ol style="list-style-type: none">1. Request for Proposal2. Bid Submittal Pricing Worksheet3. Construction Contract Agreement (Template)
PRESENTED BY:	Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

During the July 3, 2023 Council Meeting, the Town Council was briefed on the current status of the Natatorium at the Johnstown YMCA Recreation Center and the magnitude of repairs that need to be made to the facility. As part of the briefing, Council was advised that cost estimates are in the rough order of magnitude of between \$175,278 to \$234,217 to restore the natatorium back to a fully functioning facility. In order to begin the restoration of the facility, the Pool Dehumidification Unit (PDU) needed to be operable. The PDU as mentioned in the July 3 communication to Council has been operating since June 21.

In late March, the Town issued a Request for Proposal (RFP) and received bids for the restoration of the natatorium in April 2023. Both the RFP and the bid tab sheet is provided in this packet detailing those costs. The Town received two complete bids, one from All Phase Restoration and a second from All Dry Services of Denver. The third bid received was incomplete. The low bid received for the base bid was from All Dry Services of Denver for \$117,860.70.

The bid was submitted over 90 days ago, but All Dry Services of Denver has agreed to hold their price for the base bid costs. It is recommended by Staff that Council awards the project for the restoration to All Dry Services of Denver for a total cost of \$117,860.17. There may be unknown costs associated with this based on the condition of the drywall in various areas and additional areas that need to be repaired.

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johnstown.colorado.gov

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Also of note, there are two alternates that were not included in this price and those include the refinishing the fire sprinkler piping in the natatorium and deep cleaning of the PDU. These will be separate bids and requests for work to be completed. It is not anticipated that these costs will be significant and may be approved administratively considering the small value of the project scopes. In total we hope that these two alternates will not come in above \$75,000.00.

LEGAL ADVICE:

The Town's Professional Services Agreement is used as the contract document, which has been previously approved by the Town Attorney.

FINANCIAL ADVICE:

As previously mentioned during the Council Meeting on July 3, 2023, a budget amendment is going to be necessary for this work. As pricing continues to come in, Council will be advised on final costs to bring the facility back up to a fully functioning natatorium.

RECOMMENDED ACTION: Staff recommends awarding the contract to All Dry Services of Denver as presented.

SUGGESTED MOTIONS:

For Approval

I move to approve and award a contract to All Dry Services of Denver utilizing the Professional Services Agreement Contract Template included and provide for the Town Manager to have latitude for change orders as necessary to complete the restoration and cleaning.

For Denial

I move we deny and not award the presented contract to All Dry Services of Denver as presented.


Reviewed and Approved for Presentation,



Town Manager

Johnstown Recreation Center Interior Pool Area Moisture Related Restoration RFP



Operated by the YMCA of Northern Colorado 

YMCA – Interior Pool Area Moisture Related Restoration RFP

1. Introduction

1.1. The Johnstown Community Center (Johnstown YMCA) Overview

The Johnstown Community Center is a state-of-the-art recreation facility which includes a fitness center, a preschool, an aquatics center, community event spaces, sports fields, multipurpose rooms, and much more. The recreation center is operated by the YMCA of Northern Colorado (“YMCA”). The YMCA will bring to the area fitness and wellness resources, classes and programs; swim lessons and aquatics programs; youth sports; preschool, summer camps, before- and after-school care, as well as other youth programs.

The YMCA is a nationally chartered and locally led community service organization. The YMCA operates a number of facilities including the Johnstown YMCA.

1.2. Objective

The primary objective of this Request for Proposal (RFP) is to solicit pricing and recommendations from experienced contractors (“Contractor”) for the interior pool area moisture related restoration project. Participating Contractors are expected to respond to this RFP as outlined herein. Should a Contractor choose to provide additional services or alternative quotations, this information must be provided for and priced **separately** from the base of the proposal otherwise the Contractor’s proposal may be disqualified.

The successful bidder shall be required to provide all base bid scope items and any add-alternates selected by the Johnstown Town (the “Town”) as described below and in accordance with Attachment A – Statement of Work, attached hereto and made a part of this RFP.

The Town objectives in this RFP are:

- Demolish and remediate the pool area walls as indicated in Attachment C – Wall Demolition Sketch and restore / install an acceptable temporary wall vapor barrier.
- Minor repairs of wall moisture damaged surfaces.
- Install new wallboard, patch, and prepare for painting. Infill and patch ready for painting all demoed walls with water-resistant product.
- Paint newly installed wallboard and repair wall areas.
- Remove minor corrosion and refinish fire sprinkler piping. Add Alternate 1.
- Clean / disinfect the clean the pool dehumidification unit (PDU) to address and potential accumulated biofilms. Add Alternate 2.

1.3. Timetable

The following events are tentatively scheduled for this bid.

Date	Description
April 10, 2023	RFP Issued
April 11, 2023 - 1 PM	MANDATORY Site Walks
April 14, 2023	Latest RFP Questions Accepted
April July 17, 2023	Publish Q&A Document
April 25, 2023	RFP Proposal Deadline
May 1 – May 15, 2023	Negotiations
May 16, 2023 (or earlier)	Award / NTP of contract
May 16, 2023	Contract Start Date

1.4. Communications Guidelines

Failure to follow these Communications Guidelines may result in rejection of the response and the bidder being eliminated for any further consideration for providing the Services.

Contact with the Town / YMCA personnel pursuant to this RFP and any information regarding the Services shall be restricted to the Town / YMCA Contact person identified below. Only those communications that



Interior Pool Area Moisture Related Restoration RFP

are in writing from the Town / YMCA Contact may be considered as a duly authorized expression on behalf of the Town / YMCA. The Town / YMCA will recognize only communications from the Bidder Contact as identified in Bidder’s response, as duly authorized expressions on behalf of the Bidder.

1.4.1. The TOWN / YMCA Contact Information

Name / Title	Role	Contact Info
RD3, Inc	Town Owner’s Representative	Cell: 303 870 7544 Fax: 720 746 2890 Email: rob@rd3inc.com

1.4.2. Cost Discussions

Bidders shall not discuss the RFP or pricing with any employee or representative of the Town / YMCA unless specifically requested by the Town / YMCA Contact to do so.

1.4.3. Reliance On Oral Comments

For purposes of this RFP and questions concerning the RFP, no bidder shall consider any oral representations or statements by an officer, employee, or agent of the Town / YMCA to be an official expression of its behalf unless such oral representation or statement is authorized by the Town / YMCA Contact in a written communication. Any attempt to circumvent this process may result in immediate disqualification from the evaluation process.

1.5. Duration of Offer

Proposals must be valid for a minimum of 180 days following the submission of this RFP.

1.6. Term of Contract

The YMCA intends to award a painting contractor a fixed price contract ending upon completion of all included properties.

1.7. Mandatory Site Walks

1.7.1. Mandatory Site Walks will be held starting at **1 PM MST on April 11, 2023**, and will continue until all facilities have been visited. The site walk will be conducted at the YMCA Johnstown located at 165 Settler Way, Johnstown, CO 80534.

2. Response Instructions

2.1. Format of Response

2.1.1. All proposals must be in Microsoft Word or PDF (no security / blocked copying enabled) formatted for 8.5x11” paper and contain a table of contents delineating responses to each section. Proposals must be organized in the format identified herein. Each section must contain all items in the sequence identified. The proposal must also provide the names, titles, phone numbers, and email addresses of those individuals with authority to negotiate and contractually bind the company. Please provide:

- One (1) emailed copy of the response to rob@rd3inc.com.
- A response to each question in Section 5.
- Completed Attachment B – Pricing Worksheet. Pricing Worksheets is to be completed in its entirety without alteration. Contractors may not revise bid forms to reflect their interpretation of the RFP / specifications. Failure to do so may mean rejection of the Contractor's bid proposal. A copy of the Attachment B excel file will be included with the Contractor’s response.
- Any exceptions to Attachment C - Standard Service Agreement. Only those terms and conditions identified as exceptions will be considered for negotiation. **Note: Requests for excessive and significant changes to the Service Contract may disqualify participating firms.**
- **Note that elaborate or voluminous submittals are not desired. Standard brochures or catalogs may be used if they provide the requested information.**

2.1.2. Responses to this RFP must be received no later than **April 25,2023** to be considered.

One (1) copy of RFP responses should be sent to:



Robert de Grasse
Email: rob@rd3inc.com

2.2. Submission of RFP Questions

- 2.2.1. Please direct all questions in writing via email to rob@rd3inc.com no later than **April 14, 2023, 4:00 PM**.
- 2.2.2. Questions received will be responded via email with copies to all bidders by EOB April 17, 2023.

3. RFP Terms and Conditions

In submitting a response to this RFP, respondent acknowledges and accepts the following conditions, and makes the following representations:

3.1. Disclaimer

This RFP is not an offer to enter into a Contract but is merely a request for the Contractor to submit information. Expenses incurred in responding to this request are the responsibility of the Contractor. All materials submitted become the property of the YMCA. The YMCA reserves the right to modify, reject or use without limitation any or all of the ideas from submitted information.

3.2. Confidentiality

This RFP is confidential and for the sole use of Contractor's preparation of a proposal. By Contractor's acceptance hereof, Contractor agrees:

- 3.2.1. Not to disclose, copy or distribute this RFP in whole or in part to persons other than Contractor's employees and agents who are authorized by nature of their duties to receive such information.
- 3.2.2. To return any YMCA confidential or proprietary materials upon request.
- 3.2.3. Not to use any information in this RFP or any other materials related to the business affairs or procedures of YMCA and/or any of its affiliates for Contractor's advantage, other than in performance of this RFP.

3.3. Additional Terms and Conditions

- 3.3.1. Ownership of Proposals – All proposals in response to this RFP are to be the sole property of the Town. The Town reserves the right to accept or reject any or all bids without prejudice if they deem it is in the best interest of the company. Town also reserves the right to negotiate contract terms with one or more bidders as they see fit.
- 3.3.2. Oral Contracts – Any alleged oral contracts or arrangements made by a respondent with any employee of the Town will be superseded by the written contract.
- 3.3.3. Amending or Canceling Requests – Town reserves the right to amend or cancel this RFP, at any time, if it is in the best interest of Town.
- 3.3.4. Rejection for Default or Misrepresentation – Town reserves the right to reject the proposal of any Contractor that is in default of any prior contract or for misrepresentation.
- 3.3.5. Town Clerical Errors in Awards – Town reserves the right to correct inaccurate awards resulting from clerical errors.
- 3.3.6. Rejection of Qualified Proposals - Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and/or specifications of the RFP. Please note that bids received after the above stated deadline may be rejected and considered disqualified, and no faxed bids will be accepted.
- 3.3.7. Presentation of Supporting Evidence - If requested, respondent(s) shall present evidence of experience, resources, ability and financial standing necessary to satisfactorily meet the requirements set forth in the RFP or those implied in the proposals.
- 3.3.8. Consistency in Submissions - The original emailed RFP submission of the Proposal will prevail in the case of a discrepancy between the electronic and hardcopy versions of the document.
- 3.3.9. Changes to Proposals - No additions or other changes to the original proposal will be allowed after submittal. While changes are not permitted, clarification at the request of the Town may be required at the sole expense of the respondent.
- 3.3.10. Collusion - In submitting a proposal, the respondent implicitly states that the proposal is not made in connection with any competing respondent submitting a separate response to the RFP, and is in all respects fair and without collusion or fraud. It is further implied that no employee of the Town, or its agents involved in this RFP process, participated directly in the respondent's proposal preparation.



Interior Pool Area Moisture Related Restoration RFP

- 3.3.11. **Incurred costs** - Town shall not be liable for any costs incurred by the respondent in the preparation of this RFP.
- 3.3.12. **Subcontractors** - The use of subcontractors must be clearly identified and explained in the proposal. The prime Contractor shall be wholly responsible for the performance of the contract in its entirety whether or not subcontractors are used. Subcontractors shall be bound by the terms and conditions of this RFP. The prime Contractor shall indemnify and hold Town harmless from any and all activities related to the services provided by their subcontractor(s) under the contract.
- 3.3.13. **Terms of Award:** The contract will be awarded to a responsible Bidder at the sole discretion of the Town after consideration of the quality of service, price and other factors that Town deems relevant to the service to be performed. Prospective Bidders must have a satisfactory record of contract performance, integrity and business ethics, and adequate financial resources to meet the contractual requirements over the life of the contract. By submitting this proposal, Bidder warrants that it is legally authorized to do business in the state, is in compliance with all applicable laws and regulations, is not prohibited from doing business with Town by law, order, regulation, or otherwise, and the person submitting the proposal on behalf of the Bidder is authorized by the Bidder to bind it to the terms of the proposal. In addition to the factors already set forth, Town will evaluate the adequacy of the Bidder's proposal according to the following criteria:
- The Bidder's understanding of the work, its purpose and scope as evidenced by the proposal submitted.
 - Service capabilities and quality – based on strength of service network and satisfaction reported by current customers
 - Delivered price
 - Service network – ability to provide service throughout a region or the country
 - Performance guarantee
 - Demonstrated background, knowledge, and successful experience of the respondent and respondent's staff, including its subcontractors, in providing identified services.
 - Bidder's administrative management experience and abilities as demonstrated in the policies and procedures included in the respondent's work plan, if provide.
 - Bidder's demonstrated level of commitment and ability to provide all services outlined in this RFP.
 - Bidder's financial stability.
 - References, whether provided by bidder or identified by the Town.
 - Competitiveness of Price Proposal.
 - Results of interview (telephone or in person), if necessary.

Town intends to select the contractor(s) who provide the best total value. Following an initial review of the proposals, bidders will be contacted for clarification if needed. The proposals and responses to the clarification questions will be reviewed with the evaluation team and one or two contractors will be selected for contract negotiation. It is the intent of the Town to award the base bid contract to a sole Contractor, however, Town reserves the right to award the add alternates separately based upon the best business interest of the Town.

4. Attachments

Attachment A – Statement of Work

Attachment B – Pricing Worksheet (sample included in the RFP – Microsoft Excel Workbook provided separately).

Attachment C – Wall Demolition Sketch

Attachment D – Link to Construction Documents

Attachment E – Sample Construction Services Contract

Attachment F – Mold Report, Johnston YMCA

5. Required Responses

This section outlines the requirements that your organization is requested to address in order to comply with this RFP. It is important that you follow the format presented here.

5.1. Cover Letter

Outline the operational, customer service and technical contacts within your organization. Include phone numbers, facsimile numbers and email addresses. In addition, this letter shall include a statement by the respondent accepting

all terms and conditions contained in this RFP and a brief discussion of the respondent's ability to perform this contract in accordance with the Statement of Work.

5.2. Company Profile

Provide the following general information about your company.

- 5.2.1. Company Name
- 5.2.2. Address
- 5.2.3. Telephone number
- 5.2.4. Tax Identification Number
- 5.2.5. Age of company
- 5.2.6. Size of company
- 5.2.7. Year and State of Incorporation, if relevant.

5.3. Relevant Experience

- 5.3.1. List the specifically relevant comparable projects in which directly comparable services are provided.

5.4. Project Team

- 5.4.1. Identify all key personnel designated to work on this contract, if they have relevant background and experience, and their areas and levels of responsibility. Provide names for all key personnel assigned to the work to be performed.
- 5.4.2. Clearly identify any proposed subcontractors and the work they shall perform.

5.5. Work Plan

Describe your opinion of the minimum State requirements (sight statute) for the demolition of the pool interior walls.

One of the primary goals of the Town is to determine the most efficient method and reduce the overall costs of delivery of the scope of work while receiving the most durable product possible.

Provide any cost savings or alternate product opportunities are defined as those opportunities resulting in direct budget dollar reductions realized by the Town. cost savings or alternate product opportunities must be provided separately from the outlined RFP deliverables (to not replace the RFP described herein). Cost Implementation of any cost saving proposal is solely at Town discretion.

5.6. Mandatory Questions

- 5.6.1. Provide at least three (3) specific current client references where you have undertaken projects of this size and complexity. Provide name of project, location, total budget, year completed, and customer POC (number and email).

5.7. Price Proposal

- 5.7.1. Using Attachment B—Excel Pricing Worksheet, provide all of the information requested. Failure to use of complete the Pricing Worksheet are grounds for Contractor disqualification. Attachment B excel file will be included with the Contractor's response.
- 5.7.2. Additional pricing items outlined in Attachment B:
 - Provide labor rate schedule.
 - Provide unit pricing.
 - Provided payment terms including any early payment discounts that would apply.
 - Clearly define all other fees, if any, which may be incurred by the Town during the term of the contract. The RFP Attachment B costs are to be fully inclusive.

ATTACHMENT A – STATEMENT OF WORK

1. Purpose

Contractor shall provide restoration services, per specifications listed below. Work will be done with only a high standard of professionalism. Except as noted, all material and labor shall be furnished by Contractor while adhering to the requirements of local, regional, or national regulations. All work shall be performed so as to have no interference with Owner.

2. Work Specification

2.1. Scope Overview:

2.1.1. The Project scope will consist of the following elements:

2.1.1.1. Base Scope:

- Demo of interior wall, etc. per Attachment C – Wall Demolition Sketch.
- ~~Repair any vapor barrier defects and gaps.~~
- ~~Infill and patch ready for painting all demoed walls with water-resistant product.~~
- Repair all other non-demoed water damaged wall surfaces, prep of painting and spot paint.
- ~~Paint new and repaired wall areas.~~
- Clean drip marks off walls.

2.1.1.2. Add Alternates:

- ~~Infill and patch ready for painting all demoed walls with water-resistant product.~~
- ~~Paint new and repaired wall areas (2 painting options).~~
- Remove minor corrosion and refinish fire sprinkler piping.
- Clean / disinfect the clean the pool dehumidification unit (PDU) to address and potential accumulated biofilms.

2.2. General Responsibilities:

- 2.2.1. Contractor/Vendor shall obtain and pay for all permits, licenses, and official inspections required or made necessary by its scope of work. Contractor agrees that it and its work shall comply with all laws, ordinances, and regulations bearing on the work performed under this Agreement.
- 2.2.2. Contractor shall assign an English-speaking account representative who shall serve as the primary contact for communications regarding this Project and fulfill administrative duties as herein identified.
- 2.2.3. All waste shall follow the ecological cycle of reduce, reuse, then recycle prior to considering garbage.
- 2.2.4. Contractor shall supply all necessary tools, equipment, communication devices, and vehicles necessary to fulfill contractual obligations.
- 2.2.5. Work shall be executed in a manner to avoid Owner business interruptions.
- 2.2.6. No formal security background clearances will be required by the Contractor but the Contractor will be required to sign a liability waiver upon entry into the facility.

2.3. Material Requirements

- 2.3.1. Contractor shall provide all materials and consumable supplies & sundries needed for the Work. Contractor shall maintain adequate supply of paint and other supplies so as not to have Work stoppage.
- 2.3.2. The Contractor may provide an alternate product specification. Approval of alternate specification will be at the Owner's sole discretion.
- 2.3.3. Paint Specifications
- 2.3.4. Paint to match existing or otherwise approved by Owner.



- 2.3.5. Color Selection
- 2.3.6. Colors will be matched based on the paint colors existing on site or specified in the Construction Documents or approved by the Owner.
- 2.4. Interior Demolition:
 - 2.4.1. Remove, salvage, and properly store all wall mounted devices, signage and accessories for reinstallation.
 - 2.4.2. Remove doors, frames, and hardware, if necessary. Salvage and store for reinstallation, if applicable.
 - 2.4.3. Demo and remove wall, base, etc. as shown in Attachment C – Wall Demolition Sketch. In these locations, mold is present or assumed to be present so demolition will be conducted in accordance with State requirements under mold remediation procedures. Attached for reference is Attachment F – Mold Report completed by Century Environmental.
 - 2.4.4. Scrape all bubbled paint under windows on the west and north walls. Skim and repaint as described below. If mold is encountered under any bubbled paint, revert to mold remediation procedures.
 - 2.4.5. Clean drip marks off walls in all areas not in demoed plan.
- 2.5. New Installation – Wall
 - 2.5.1. Infill all demoed walls with water-resistant product (per design specifications or Owner approved submittal - e.g., Durock, Wonder Board, etc.). Patch and patch ready for painting walls at demoed scars and wall board joints. Ensure transition to adjacent wall board is seamless. Critical to maintaining the moisture barrier in the wall system to seal all joints and transitions properly and fully; for example transition between wallboard and window / door frames and floor, etc.
 - 2.5.2. Painting – Epoxy Paint
 - 2.5.2.1. All new wall installations and all other repaired wall areas apply one (1) coat of moisture-resistant (mold / mildew) primer and apply two (2) coats of high-performance epoxy paint, mildew resistance (match existing).
 - 2.5.2.2. All other repaired wall areas apply one (1) coat of moisture-resistant (mold / mildew resistance) primer to and spot paint with two (2) coats of high-performance epoxy paint (match existing).
- 2.6. Fire Sprinkler Piping
 - 2.6.1. Remove minor corrosion and refinish fire sprinkler piping. **(Add Alternate 1)**
- 2.7. HVAC Cleaning
 - 2.7.1. After HVAC / pool dehumidification unit (PDU) are repaired and made functional, clean the PDU where biofilms have developed. **(Add Alternate 2)**
- 2.8. Service Responsibilities:
 - 2.8.1. Contractor shall supply skilled and trained labor to perform Work. Standards include, but are not limited to:
 - All public area mounted items on walls to be demoed and painted are to be removed a carefully set aside in locations determined by Owner. Contractor will coordinate with Owner prior to the removal of any signage to allow for the Contractor to post temporary signage. Temporary signage will be supplied by Owner.
 - All surfaces properly prepped for painting – patch, sand, and texture (if applicable) to be uniform surface, as necessary.
 - All flooring, furniture, door / window framing, blinds, etc. shall be properly protected from demo and painting activity.
 - Surfaces must be painted with a primer and multiple coats of paint as necessary to fully cover prepped surfaces (no holidays). Unacceptable painted surfaces will be required to be repainted at Contractor’s cost.
 - Brush or roller marks, drips, and overspray will not be accepted and corrected at Contractor’s cost.



- Removed wall mounted items prior to demo and painting are to be re-hung upon completion unless otherwise instructed.
- Mask and paint around permanently fixed items.
- All Owner powered equipment to remain plugged into power source.
- Sprinkler escutcheons and smoke/particle detectors shall be bagged to protect against being painted and triggering false fire alarms.
- Fire systems shall be put into “Fire Hold” when necessary to avoid false alarms. Contractor to coordinate with Owner.
- Cleanup: work areas are to be cleaned and returned to pre-work condition (vacuum, dust as needed, etc.).

2.8.2. Duties:

- Contractor to propose and submit schedule for approval based on Owner’s requirements.
- Contractor to complete in coordination with Owner.
- Post walkthroughs to be conducted, as needed.

2.9. Hours of Operations:

Regular hours: 5 AM to 9 PM daily with the following holiday schedule:

Hours	Facility	Holiday
CLOSED	All Ys	New Year's Day
CLOSED	All Ys	Easter
8am-6pm	All Ys	Memorial Day
8am-6pm	All Ys	Independence Day
8am-6pm	All Ys	Labor Day
Closed at 12pm	All Ys	Thanksgiving Eve
CLOSED	ARP, MAP, JT, CHY	Thanksgiving
Closed at 12pm	All Ys	Christmas Eve
CLOSED	All Ys	Christmas
Closed at 12pm	All Ys	New Year's Eve
CLOSED	All Ys	New Year's Day

2.10. Performance Standards and Reporting:

2.10.1. Contractor shall take proactive steps to limit customer complaints.

2.10.2. Contractor to submit daily reports with annotated photos documenting the status of its Work, the volume of Work completed, and noteworthy activities each day onsite using the Contractor’s compatible smart device using the Owner provided Pocket Forms application. Contractor to supply their own compatible smart devices (Android or Apple OS / iOS devices)¹ and device data plans. Contractor agrees that the Contract Price will be subject to a \$100 deduction for every daily report that is not submitted.

2.11. Base Bid

2.11.1. The Pricing worksheet clearly outlines the Base Bid, unit pricing, and add alternates scope items.

2.11.2. Any of the add alternates listed may be added to the awarded base scope of services at any time during the project or during the time which the Contractor’s bid is valid at the sole discretion of the Owner for the price provided in the Contractor bid.

¹ Please submit device type as a question to confirm compatibility.



BASE BID		Comments	Total Cost	Contractor Comments
1	Demo and remove wall, base, etc. as shown in Attachment C – Wall Demolition Sketch. IAW State requirements under mold remediation procedures.	Remove, salvage, properly store and re-installation of all wall mounted devices, signage and accessories for reinstallation included.	\$ -	
2	Install a fully sealed plastic vapor barrier (non-transparent) over the exposed demoed walls.	Color approved by Owner.	\$ -	
3	Scrape all bubbled paint under windows on the west and north walls. Skim, prep for painting and and repaint.		\$ -	
4	Clean drip marks off walls in all areas not in demoed plan.		\$ -	
5	Infill all demoed walls with water-resistant product (Owner approved submittal - e.g., Durock, Wonder Board, etc.). Patch and patch ready for painting walls at demoed scars and wall board joints. Ensure transition to adjacent wall board is seamless.		\$ -	
6	All new wall installations and all other repaired wall areas apply one (1) coat of moisture-resistant (mold / mildew) primer and apply two (2) coats of high-performance epoxy paint, mildew resistance (match existing).	Critical is to properly seal all joints and transions	\$ -	
ADD ALTERNATES			Total Cost	Contractor Comments
AA1	Remove minor corrosion and refinish fire sprinkler piping.		\$ -	
AA2	Clean the PDU where biofilms have developed.		\$ -	
			\$ -	

Work Outside Base and Add Alternates Above

UNIT COSTS ITEMS		Cost Per Unit	Contractor Comments
1	Demo wall per SF	\$ -	
2	Install plastic vapor barrier per SF	\$ -	
3	Moisture damaged wall surface scrap, skim and prep per SF	\$ -	
4		\$ -	
5		\$ -	
6		\$ -	

Labor Class		\$ Per Hr	Contractor Comments
1	Crew Supervisor	\$ -	
2	Painter	\$ -	
3	Drywall	\$ -	
4	Laborer	\$ -	
5		\$ -	
6		\$ -	
7		\$ -	
8		\$ -	

Material Markup %		**5% if left blank
O&P %		**0% if left blank
All other costs to complete this project.	\$ -	**describe** \$0 if left blank



Attachment C – Wall Demolition Sketch

Attachment D – Links to Construction Documents

Drawings:

https://www.dropbox.com/sh/qoffzdzgpkj9hzb/AAAn0y3aEIFdxLwTLFtGDRN_a?dl=0

O&M Manual:

<https://www.dropbox.com/s/rtx4061q8zb68vc/7498%20-%20Johnstown%20Rec%20Center%20-%20O%26M%20Manual.pdf?dl=0>



Attachment E – CONSTRUCTION SERVICES CONTRACT

**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 municipal corporation (the “Town”) and _____, a _____ (“Contractor”) (collectively, the “Parties”).

RECITALS

WHEREAS, the Town desires to engage the services of Contractor and Contractor 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 municipal corporation located in Johnstown, Colorado.

1.02 Contractor. Contractor is a private, independent business entity who will exercise discretion and judgment of an independent contractor in the performance and exercise of its rights and obligations under this Agreement.

SECTION 2: SERVICES, COMPENSATION AND TERM

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

2.02 Compensation. In consideration of Contractor’s performance of the Services contemplated herein, the Town agrees to pay Contractor the compensation set forth on Exhibit A. Contractor 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 Contractor 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 Contractor of the dispute. Upon delivery of notice, the Town and Contractor shall promptly endeavor to resolve such dispute.

2.03 Expenses: Contractor 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 [REDACTED], and shall not extend beyond that date absent the written approval of the Town.

SECTION 3: OPERATIONS

3.01 Contractor Status. Contractor avers that it has the background, expertise and education to provide the Services. Contractor shall be responsible for the proper performance of the Services in accordance with the terms hereof. Contractor 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, Contractor shall provide the Services in accordance with the timeline requested by the Town

SECTION 4: INSURANCE AND INDEMNITY PROVISIONS

4.01 Insurance.

A. Contractor understands and agrees that Contractor 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, Contractor 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 Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the Services. In the event that Contractor's insurance does not cover non-owned automobiles, the requirements of this paragraph shall be met by each employee of Contractor 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. Contractor 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 Contractor 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 insurance, the Town shall be listed as an additional insured party on Contractor's insurance policies.

C. A certificate of insurance shall be completed by Contractor'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 materially changed 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. Contractor assumes full responsibility for any and all damages caused by Contractor's exercise of its activities, or failures to act, under this Agreement. Contractor agrees that it will at all times protect, defend, indemnify and hold harmless the Town, its elected officials, employees, agents, 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 arising from or resulting in any manner from the actions or failures to act of Contractor or any invitees, guests, agents, employees or subcontractors of Contractor, whether brought by any of such persons or any other person.

SECTION 5: TERMINATION

5.01 Termination. [The Town/The Town or Contractor] may terminate this Agreement, with or without cause, by providing thirty (30) days [different notice period?] prior written notice to [Contractor/the other Party]. 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 Contractor effective immediately.

SECTION 6: INDEPENDENT CONTRACTOR

6.01 Independent Contractor. Contractor understands and agrees that Contractor is an independent contractor and not an employee of the Town. The Town shall not provide benefits of any kind to Contractor. The Town shall not be responsible for withholding any portion of Contractor's compensation for the payment of Federal Insurance Contributions Act (FICA) tax, workers' compensation, or other taxes or benefits. CONTRACTOR IS NOT ENTITLED TO UNEMPLOYMENT COMPENSATION COVERAGE FROM THE TOWN. CONTRACTOR 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, Contractor 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”) return receipt or written acknowledgment requested and received. 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 acknowledgment of receipt by the intended recipient. 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: _____
450 S. Parish Avenue
P.O. Box 609
Johnstown, CO 80534
Email: _____

TO CONTRACTOR:
[]
Email: _____

SECTION 8: MISCELLANEOUS

8.01 Time. Time is of the essence of this Agreement and of each covenant hereof.

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, Contractor shall comply with all applicable laws, rules and regulations, and the directives or instructions issued by the Town or its designated representatives.

8.04 Assignment; Third Party Rights. Contractor 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 Contractor is one of employment rather than independent contractor, 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 Contractor in the performance by Contractor 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 Contractor 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 Entire Agreement. The provisions of this Agreement represent the entire and integrated agreement between the Town and Contractor and supersede all prior negotiations, representations and agreements, whether written or oral.

8.13 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.

8.14 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.

8.15 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 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.

8.19 Right to Injunction. The Parties hereto acknowledge that the Services to be rendered by Contractor and the rights and privileges granted to the Town under the Agreement are of a special, unique, unusual and extraordinary character which gives them a peculiar value, the loss of which may not be reasonably or adequately compensated by damages in any action at law, and the breach by Contractor of any of the provisions of this Agreement may cause the Town irreparable injury and damage. Contractor agrees that the Town, in addition to other relief at law, shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by Contractor.

[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: _____
Hannah Hill, Town Clerk

By: _____
_____, Mayor/Town Manager

By: _____

Name:

Title:

STATE OF COLORADO)
) ss
COUNTY OF _____)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____, by
_____ as the _____ of _____.

WITNESS my hand and official seal.

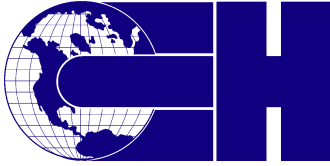
My commission expires: _____

Notary Public

**EXHIBIT A
SERVICES**



ATTACHMENT F – MOLD REPORT, JOHNSTOWN YMCA



Century Environmental Hygiene LLC

3201 E. Mulberry St, Unit C, Fort Collins CO 80524
 (970) 266-8000 (970) 266-0022 (Fax) www.centuryenvironmental.com

March 21, 2023

Brad Hirssig
 Executive Director Facilities
 YMCA of Northern Colorado
 Johnstown, CO

Re: Johnstown YMCA Pool

Dear Mr. Hirssig:

Re: Mold inspection Johnstown YMCA pool building

Dear Mr. Hirssig:

At your request, Century Environmental Hygiene LLC (CEH) performed a targeted mold inspection in the Johnstown YMCA pool building. The scope of the inspection was focused on the pool room and some adjacent areas. In the pool room, we performed moisture meter readings and inspection of drywall for observable mold growth in accessible areas of the walls. Air sampling was also performed.

Findings—Mold Inspection

The lower walls on the south and east side were damp and showed mold growth up to the soffits except on the west end of the south wall. One location on the north wall also had mold growth. No mold growth was observed on the upper walls on either side of the wall. However, some areas still have water issues (e.g., by the slide) and several have had water dripping on the outside of the wall and may need to be removed due to swelling or may not be able to be repaired.

Four tape samples to confirm mold growth where it was observed. All four samples indicated mold growth was present in the location. See table below.

Sample Location	Sample Number	Result
Pool area, east wall, north corner at cove base	030623PJ-T01	Mold growth
Pool area, south wall, east side, at cove base	030623PJ-T02	Mold growth
Pool area, south wall, west side, soffit	030623PJ-T03	Mold growth
Pool area, north wall, east side, at cove base	030623PJ-T04	Mold growth

A drawing showing locations where mold or moisture was present is attached in Appendix A. Field notes are attached in Appendix B.

Finding—Air Samples

Air samples for mold spores were collected on spore trap (Air-O-Cell, Allergenco-D, or equivalent) cassettes in accordance with the manufacturer's recommendations. Labeled cassettes were attached to a Buck Bio-Aire pump and positioned approximately five feet above the floor. Air was drawn through the cassette at 15 liters per minute for five minutes. As the air passes through the cassette, mold spores and other particles are collected on an adhesive surface. Samples were collected at different locations, including outside the building, to provide a basis for comparison. The samples were then submitted to Aemtek to be analyzed by optical microscopy. In each microscope field, the number and type of mold spores were counted. The calculated results were based on the number of spores counted and the air volume for each sample.

Analysis of mold spores on spore trap cassettes has several advantages over other sampling techniques. However, depending on the characteristics of the spore types found in the sample, spores generally can only be identified to a genus level or above. Thus, the report indicates the genus of the identified spore in italics, i.e., *Cladosporium* means spores of the *Cladosporium* genus. In some cases, spores cannot be differentiated to the genus level. For example, *Penicillium* and *Aspergillus* may be difficult to reliably differentiate from other small, unicellular spores, so when spores of this type are found, they are classified as *Penicillium/Aspergillus*-like. In other cases, spores can be identified to a general group, including ascospores, basidiospores and mitospores.

Health-based standards for exposure to speciated airborne mold spores, outside of highly individualized allergic responses, have not been determined. This is particularly true for those species which are not commonly found indoors such as *Chaetomium* and *Stachybotrys*. Due to this limitation and the fact that these species are not commonly found indoors, CEH utilizes a conservative criteria of 0-1 spore as an acceptable level to designate mold sampling results as either elevated or normal.

The results of air samples are interpreted by comparing the indoor samples with the concurrent outdoor sample. There are no numerical standards that define an "acceptable" exposure to mold. This is due to three principal reasons: 1) individual sensitivity to mold varies quite a bit, so it is difficult to define acceptable exposure for the general population; 2) there are many species of mold, and most have not been tested to determine human responses, yet ones that have been tested vary in potency; and 3) there are several different health endpoints to be considered, e.g., allergies, asthma, and different forms of irritation. Therefore, the general practice is to minimize mold levels to a reasonable extent (ACGIH, *Bioaerosols: Assessment and Control*, 1999). If the mold levels are higher than concurrent outdoor sample(s), and an indoor source is present, elimination of the source and the resulting growth will reduce exposure and may reduce poor health outcomes.

It is important to note that air samples are collected over a finite period and only directly assess the airborne mold levels over that interval. These results will reasonably represent typical conditions unless various factors take effect that would unduly influence the airborne mold level during or after the test. Some things that can influence mold levels include HVAC cycling, air exchange (including doors and windows open/closed), housekeeping activities, construction activities, and the presence of intermittent water sources in a building. Thus, indoor mold levels are variable. Outdoor samples also can vary with time of day and seasonal conditions. The levels of spores and other particulate matter inside a building will be affected by outdoor levels due to air exchange between the building and the outside environment. Thus, when levels of spores inside a building are roughly the same or less than outdoor levels, by spore type, an indoor source of mold growth is not indicated. However, since the outdoor levels fluctuate and a temporal component of the indoor-outdoor correlation exists, levels inside that are higher than outdoor levels do not necessarily indicate an indoor source is present. We use the following criteria as the basis for data interpretation. If the indoor level of a spore type is higher than outdoor, there may be an indoor source if:

1. The indoor spore levels of a type are somewhat higher than outdoor levels (i.e., a two fold difference may be significant in the statistical sense).
2. If the outdoor source is not-detectable or very low (e.g., less than 100 spores/m³), the indoor level may not be significant even if higher than the outdoor level.
3. If the outdoor source is temporarily higher than usual for that spore type and time of year, indoor sources may be obscured.
4. Data trends and comparability are taken into account when multiple samples are collected from areas that bear a relationship to a suspected source.

The air sampling field data sheet can be found in Appendix C, IH Air Sampling Data Sheet. Lab reports are attached in Appendix D. Results from air sampling are presented in the following table.

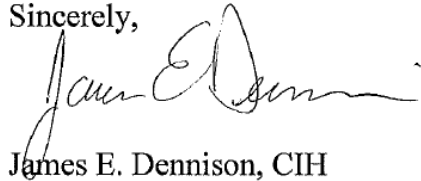
Sample Location	Sample Number	Result
Outside, 15' southeast of entry	030323PJ-01	Reference sample
Inside, pool area, northeast	030323PJ-02	Normal spore levels
Inside, pool area, center south	030323PJ-03	Normal spore levels
Inside, pool area, northwest	030323PJ-04	Normal spore levels
Inside, first floor, entry lobby	030323PJ-05	Normal spore levels
Inside, first floor, onsite office	030323PJ-06	Normal spore levels
Inside, first floor, family locker	030323PJ-07	Normal spore levels
Inside, second floor, weight room, east	030323PJ-08	Normal spore levels
Inside, second floor, corridor, center	030323PJ-09	Normal spore levels
Outside, 15' southeast of entry	030323PJ-10	Reference sample

None of the air samples indicated elevated mold spore levels on the day of sampling.

We performed a visual inspection of the air handler on the roof that serves the pool area. It was not running, as it is reportedly not able to work correctly at this time. There appears to be a leak in the pool area with water dripping out of the supply duct as it enters the pool area from the air handler located above. However, the source of the leak could not be identified from inside the air handler. This should be determined and corrected before pool area repairs are made. There was standing water in parts of the air handler that appears to have a biofilm in it. Biofilms may contain algae, bacteria, and fungi and should be thoroughly cleaned prior to turning the system on. All parts of the air handler should be cleaned and disinfected with an antimicrobial that works on Legionella as parts may have biofilms that may have dried out.

Please feel free to contact me if you have any questions or need further assistance.

Sincerely,



James E. Dennison, CIH

Attachments:

- A. Drawings
- B. Field Data
- C. Sample Log Sheets
- D. Lab Reports

Disclaimer:

If the owner of the property elects to use certain abatement contractors, CEH reserves the right to decline further involvement in the project. No evaluations beyond those described in the report have been made and CEH is not responsible for any hazards or risks, apparent or otherwise, other than those included in this evaluation. As with any conclusions made based on visual observations and/or random and limited sampling, there is an inherent possibility that undetected conditions exist, and CEH does not accept liability for any not reasonably ascertainable from the data or observations made. Sampling can be inherently obtrusive, and CEH does not accept liability for any damage to the property reasonably occurring during the course of the work in connection with its duties. The only warranty expressed or implied is that the work conforms to standard industry practice at the time it was performed. In the unlikely event a defect in the work is noted, the client has the option to request that the defect be remedied at no additional cost, or a pro rata deduction in the fee billed. CEH's maximum liability to any party shall not exceed the fee for the defective portion of the work. Any reports issued are for the sole use of the client and reliance on it by others is at their sole risk.

APPENDIX A

CONSULTANTS

- CIVIL
JVA, INC.
213 LINDEN STREET, SUITE 200
FORT COLLINS, CO 80524
- STRUCTURAL
MARTINMARTIN
12499 WEST COLFAX AVENUE
LAKEWOOD, CO 80215
- LANDSCAPE
BHA DESIGN, U.N.O.
1603 OAKRIDGE DRIVE,
FORT COLLINS, CO 80525
- MFPF
- THE BALLARD GROUP, INC.
2525 SOUTH WADSWORTH BOULEVARD,
SUITE 200 LAKEWOOD, CO 80227
- ELECTRICAL
INNOVATIVE ELECTRICAL SYSTEMS, INC.
7550 WEST YALE AVENUE, SUITE B-130
DENVER, CO 80227
- ACADIC
AQUATIC DESIGN GROUP
2226 FARADAY AVENUE,
CARLSBAD, CA 92008

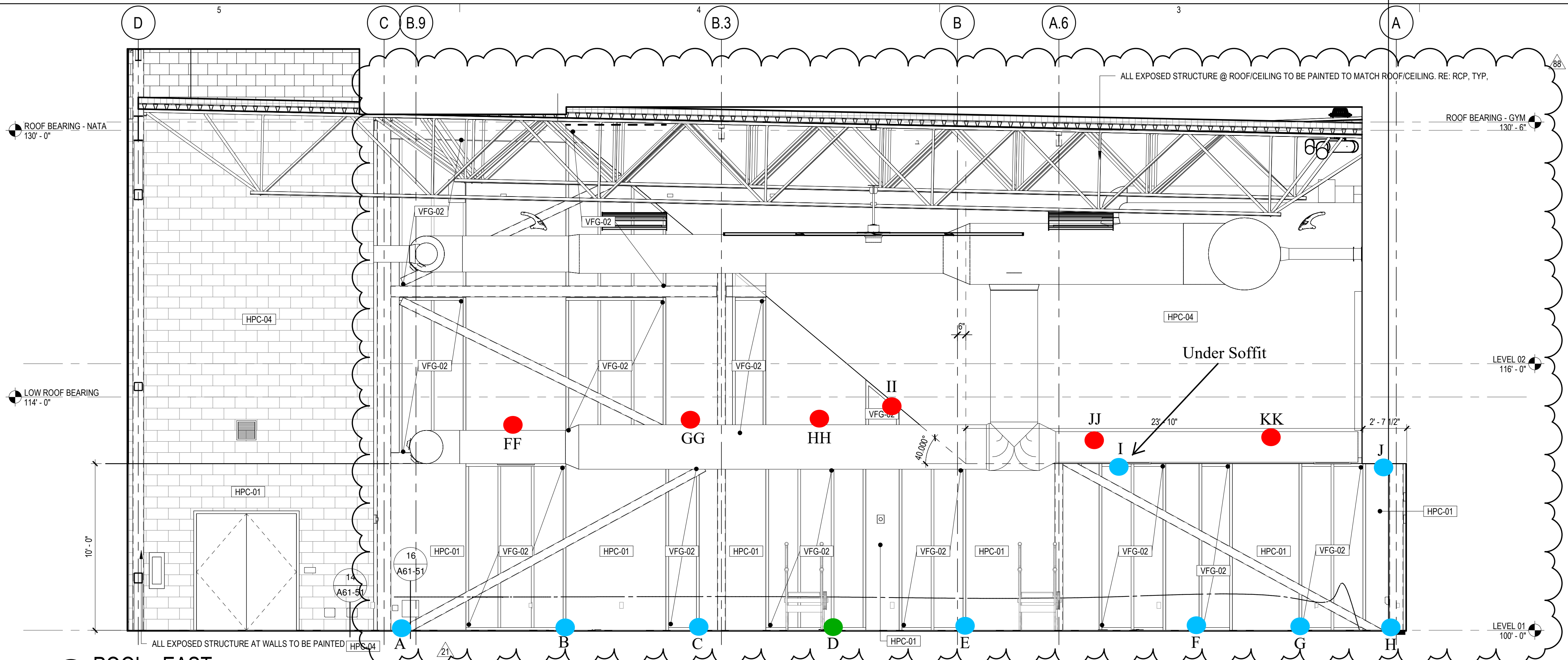
INTERIOR ELEVATION
GENERAL NOTES

- SEE ELECTRICAL FOR ELECTRICAL OUTLET, DATA OUTLET AND JUNCTION BOX SPECIFICATIONS. OUTLETS ARE SHOWN HERE FOR PLACEMENT COORDINATION ONLY.
- REFER TO INTERIOR FINISH LEGEND, A64-01, FOR ADDITIONAL FINISH INFORMATION.
- REFER TO SHEET A43-01 FOR TOILET ACCESSORIES AND MOUNTING HEIGHTS.
- REFER TO SHEET SERIES A61 FOR INTERIOR WALL TYPES AND TYPICAL PARTITION DETAILS.
- REFER TO SHEET SERIES A63 FOR INTERIOR GLAZING ELEVATIONS AND DETAILS. REFER TO SHEET A32-28 FOR EXTERIOR GLAZING ELEVATIONS.
- REFER TO SHEET SERIES A12 FOR REFLECTED CEILING PLANS.
- REFER TO SHEET SERIES A62 FOR DOOR SCHEDULES.
- PROVIDE BLOCKING FOR ALL WALL MOUNTED EQUIPMENT AND CASEWORK, U.N.O.
- FIELD VERIFY ALL WALLS TO RECEIVE CASEWORK AND TOILET PARTITIONS.
- INSTALL AND TREAT MATERIALS PER MANUFACTURER'S SPECIFICATIONS.
- PAINT FIRE ALARM BOXES, ACCESS PANELS, FIRE ALARM, FIRE EXTINGUISHER CABINETS, AND OTHER MISCELLANEOUS WALL OR CEILING MOUNTED ITEMS TO MATCH THE SURFACE ON WHICH THEY OCCUR, U.N.O.
- ALL FLOOR AND WALL FINISHED TO EXTEND BEHIND ANY BUILT IN MILLWORK OR CABINETRY, U.N.O.
- PAINT HOLLOW METAL FRAMES TO MATCH ADJACENT WALL SURFACES. U.N.O. NOTIFY ARCHITECT OF ANY DISCREPANCIES BETWEEN DOOR FINISHES ON ELEVATIONS AND DOOR SCHEDULE.

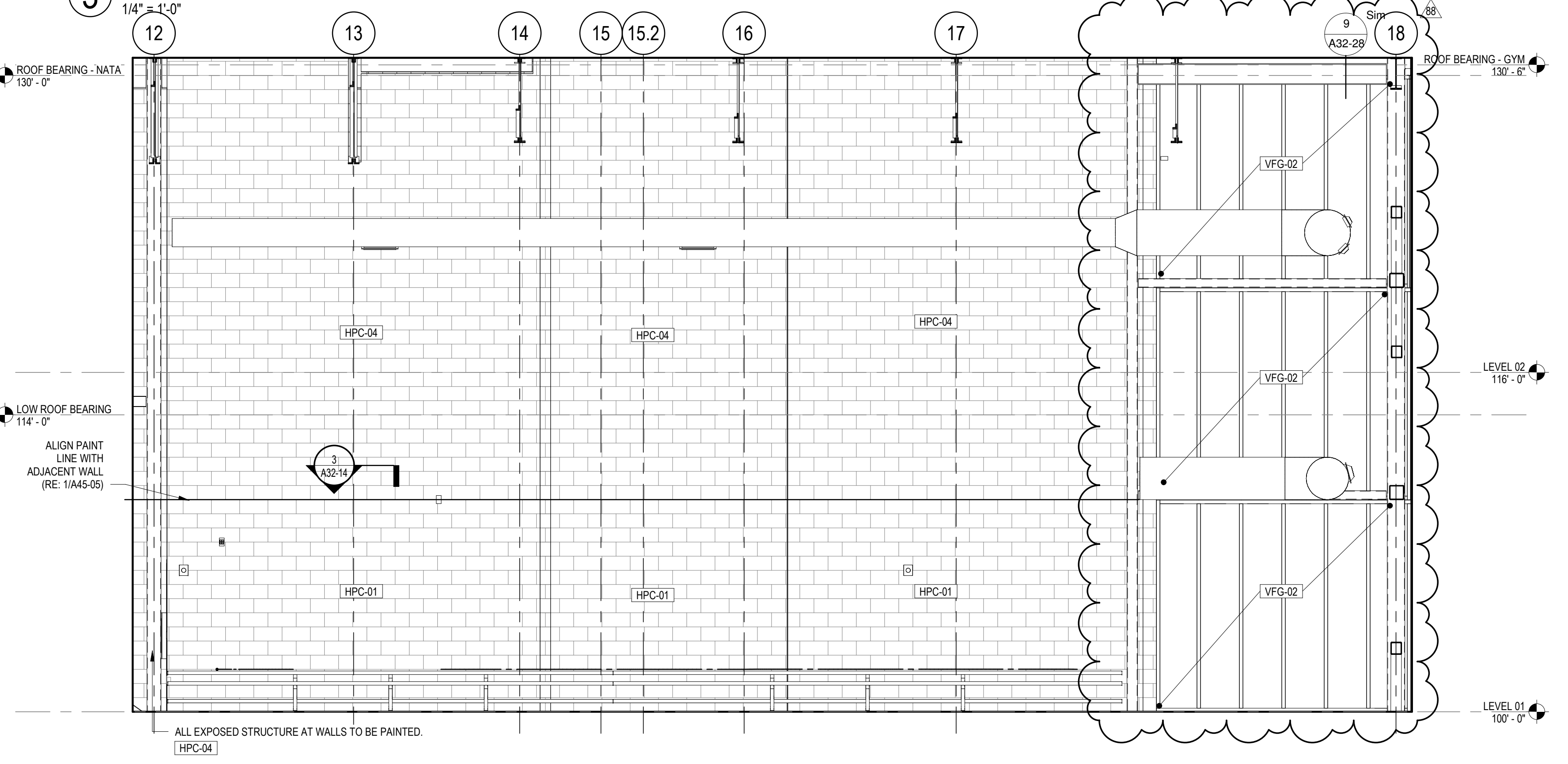
INTERIOR ELEVATION LEGEND

- OWNER PROVIDED T.V. SIZE AND LOCATION SHOWN FOR REFERENCE.
- TOILET ACCESSORY. REFER TO A43-01 FOR LEGEND.
- OWNER FURNISHED ITEM/EQUIPMENT
- CONTRACTOR FURNISHED ITEM/EQUIPMENT
- CABINET TYPE (REF. A50-04 SERIES FOR DESCRIPTIONS)
- CABINET WIDTH (INCHES)
- CABINET HEIGHT (INCHES)

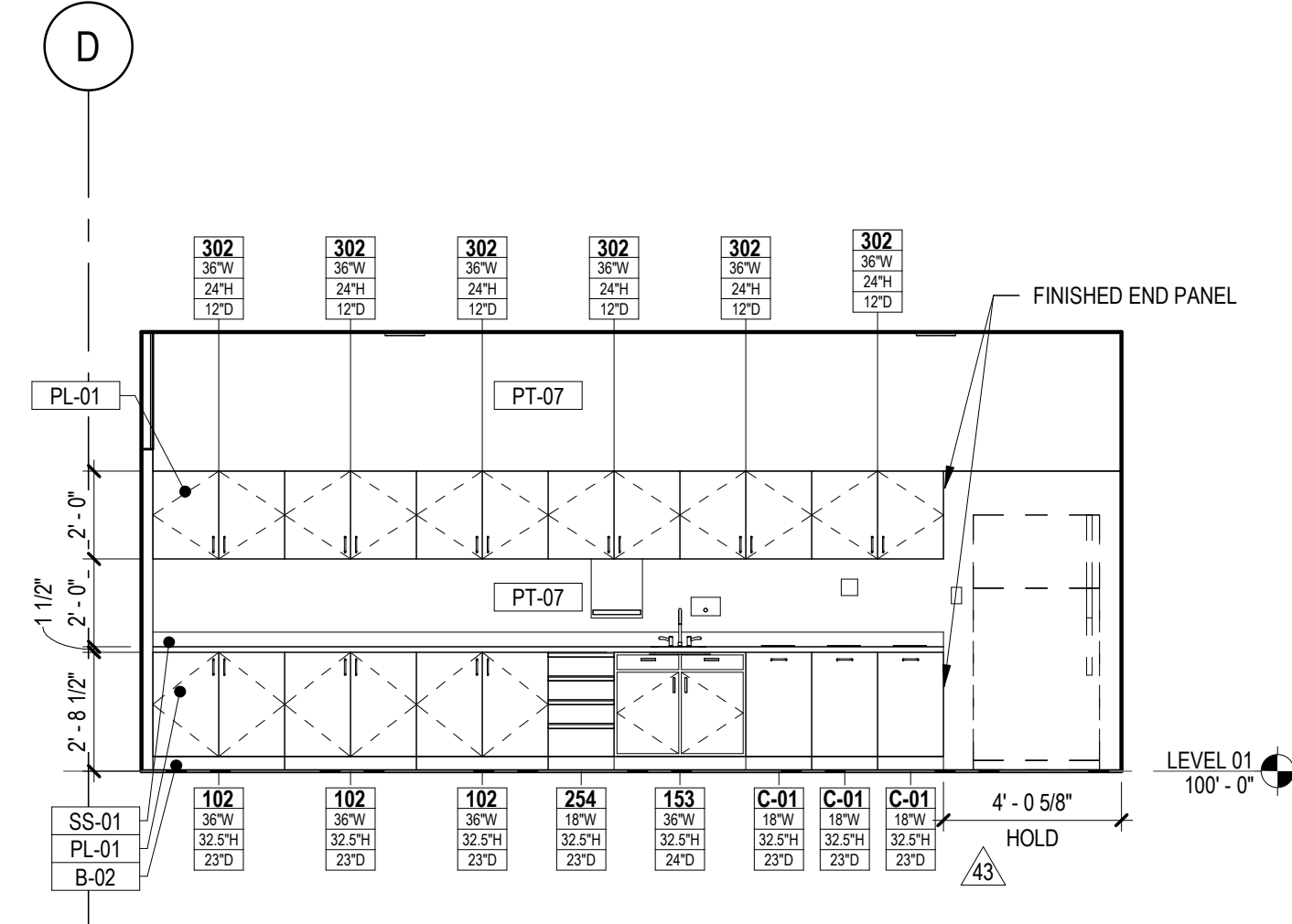
- Visible Mold Growth
- No Visible Mold Growth but Elevated Moisture
- No Visible Mold Growth and No Moisture



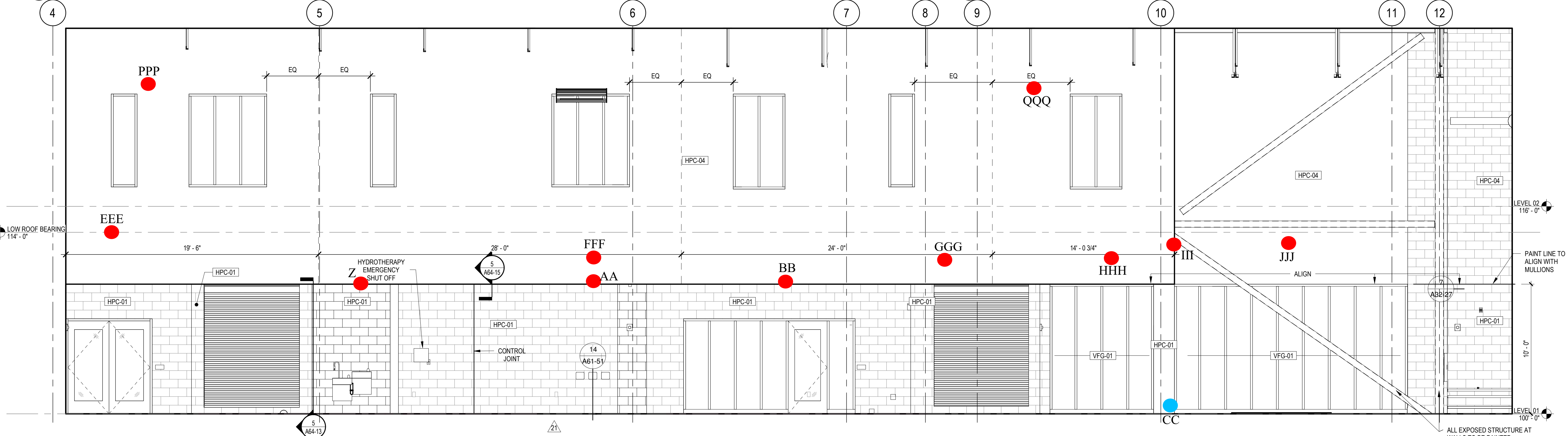
3 POOL - EAST
1/4" = 1'-0"



2 POOL - NORTH 2
1/4" = 1'-0"



4 POOL PARTY - ELEVATION - WEST
1/4" = 1'-0"

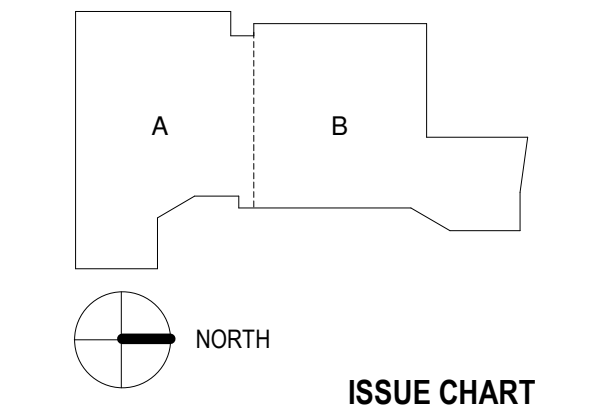


1 POOL - NORTH
1/4" = 1'-0"



JOHNSTOWN
COMMUNITY YMCA
165 SETTLER WAY
JOHNSTOWN, CO 80534

KEYPLAN



ISSUE CHART

88	PROPOSAL REQUEST 25	04DEC19
43	ASI 26	14JUN19
21	ASI 11	14MAY19
6	BID PACK 3	14MAY19
5	BID PACK 2	28NOV18
2	DESIGN DEVELOPMENT	21SEP18
1	SCHEMATIC DESIGN	30MAR18

Job Number 221708.000
 Drawn AM
 Checked Checker
 Approved Approver

INTERIOR ELEVATIONS

SHEET NUMBER

A45-05

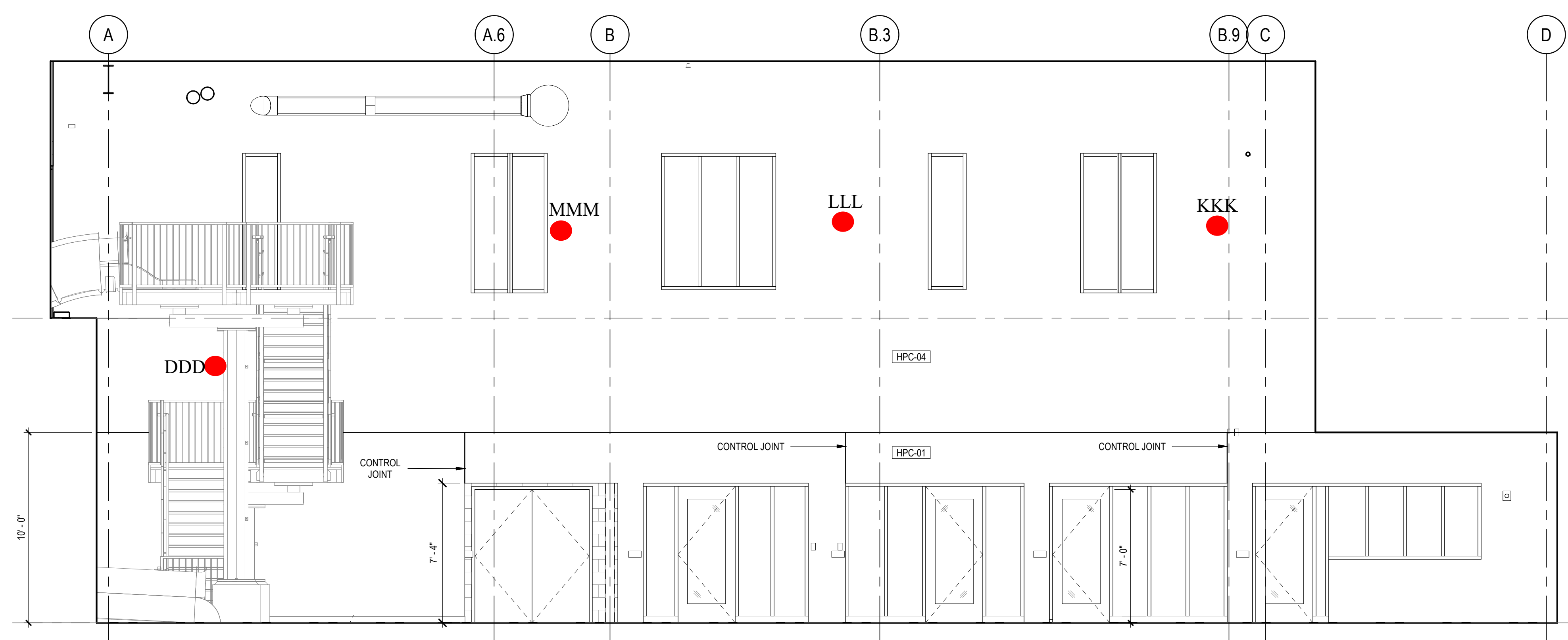
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6. REFER TO SHEET SERIES A12 FOR REFLECTED CEILING PLANS.
7. REFER TO SHEET SERIES A62 FOR DOOR SCHEDULES.
8. PROVIDE BLOCKING FOR ALL WALL MOUNTED EQUIPMENT AND CASEWORK, U.N.O.
9. FIELD VERIFY ALL WALLS TO RECEIVE CASEWORK AND TOILET PARTITIONS.
10. INSTALL AND TREAT MATERIALS PER MANUFACTURER'S SPECIFICATIONS.
11. PAINT FIRE ALARM BOXES, ACCESS PANELS, FIRE ALARM, FIRE EXTINGUISHER CABINETS, AND OTHER MISCELLANEOUS WALL OR CEILING MOUNTED ITEMS TO MATCH THE SURFACE ON WHICH THEY OCCUR, U.N.O.
12. ALL FLOOR AND WALL FINISHED TO EXTEND BEHIND ANY BUILT IN MILLWORK OR CABINETRY, U.N.O.
13. PAINT HOLLOW METAL FRAMES TO MATCH ADJACENT WALL SURFACES, U.N.O. NOTIFY ARCHITECT OF ANY DISCREPANCIES BETWEEN DOOR FINISHES ON ELEVATIONS AND DOOR SCHEDULE.

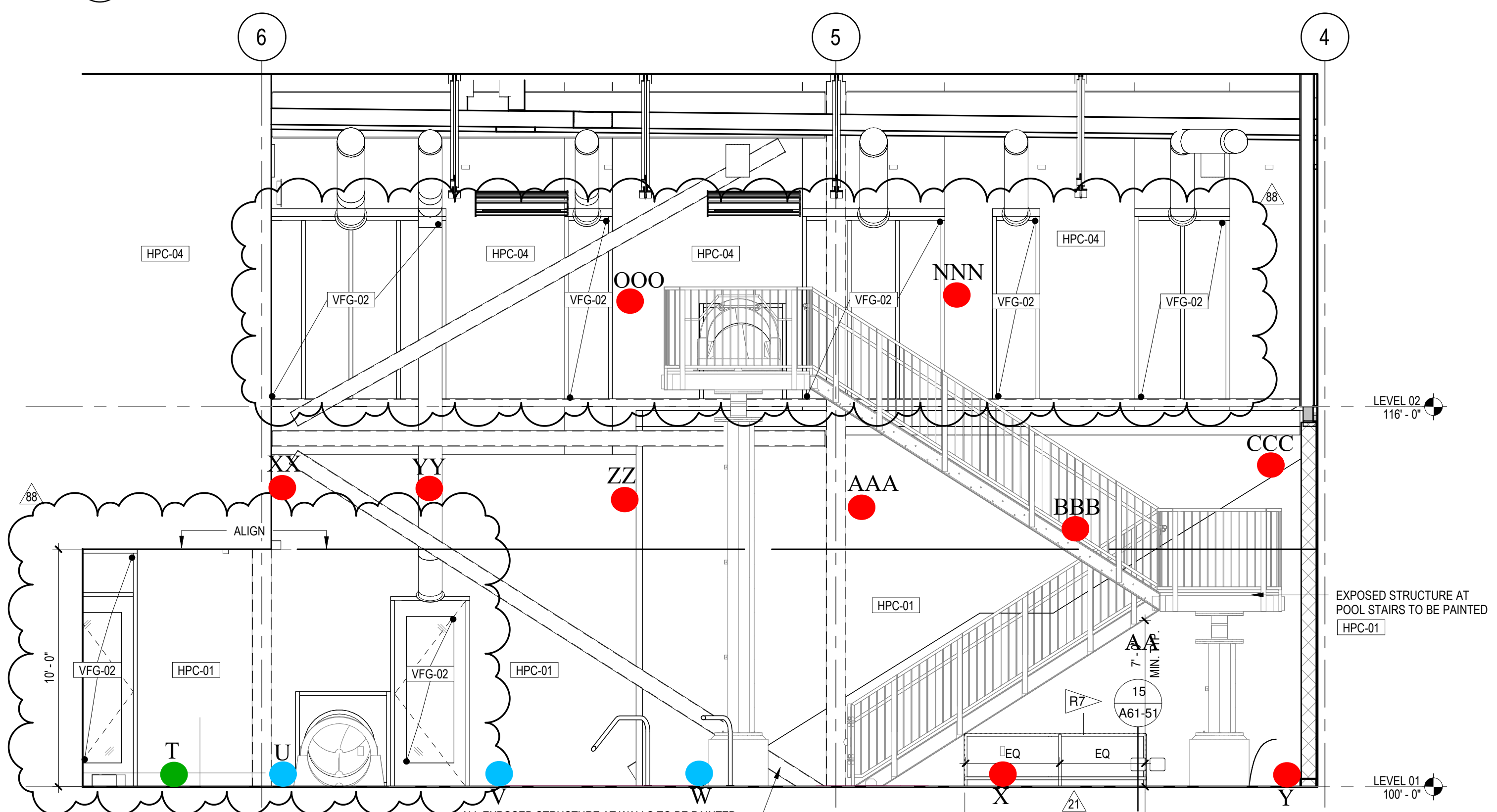
INTERIOR ELEVATION LEGEND

- OWNER PROVIDED T.V. SIZE AND LOCATION SHOWN FOR REFERENCE.
TOILET ACCESSORY - REFER TO A43-01 FOR LEGEND.
OWNER FURNISHED ITEM EQUIPMENT
CONTRACTOR FURNISHED ITEM EQUIPMENT
CABINET TYPE (REF. A50-04 SERIES FOR DESCRIPTIONS)
CABINET WIDTH (INCHES)
CABINET HEIGHT (INCHES)

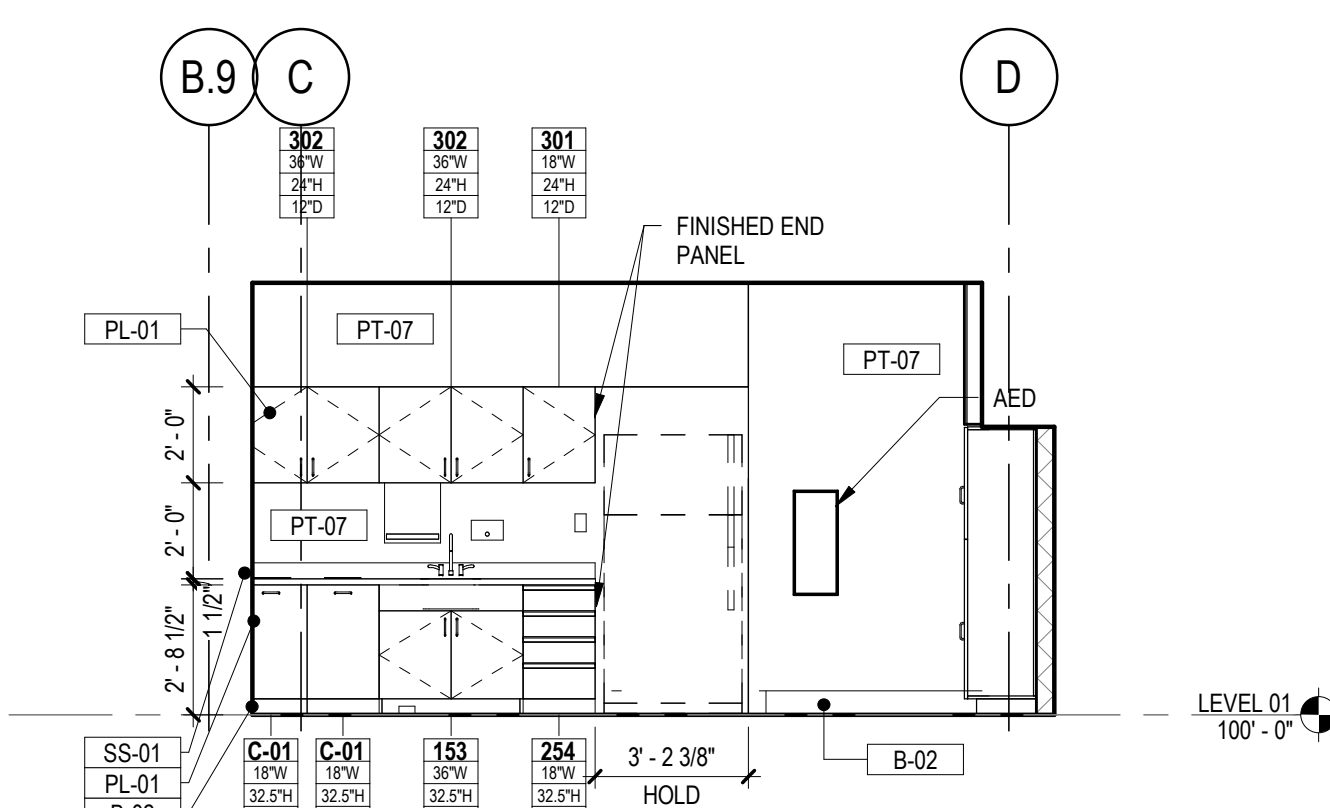
- Visible Mold Growth
No Visible Mold Growth but Elevated Moisture
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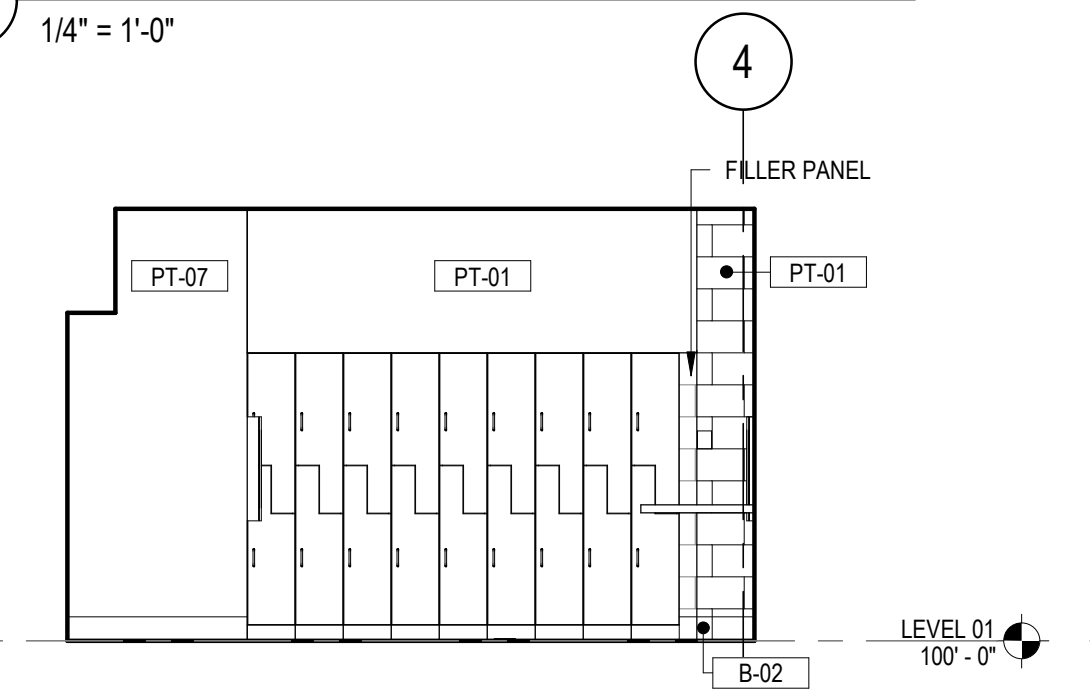
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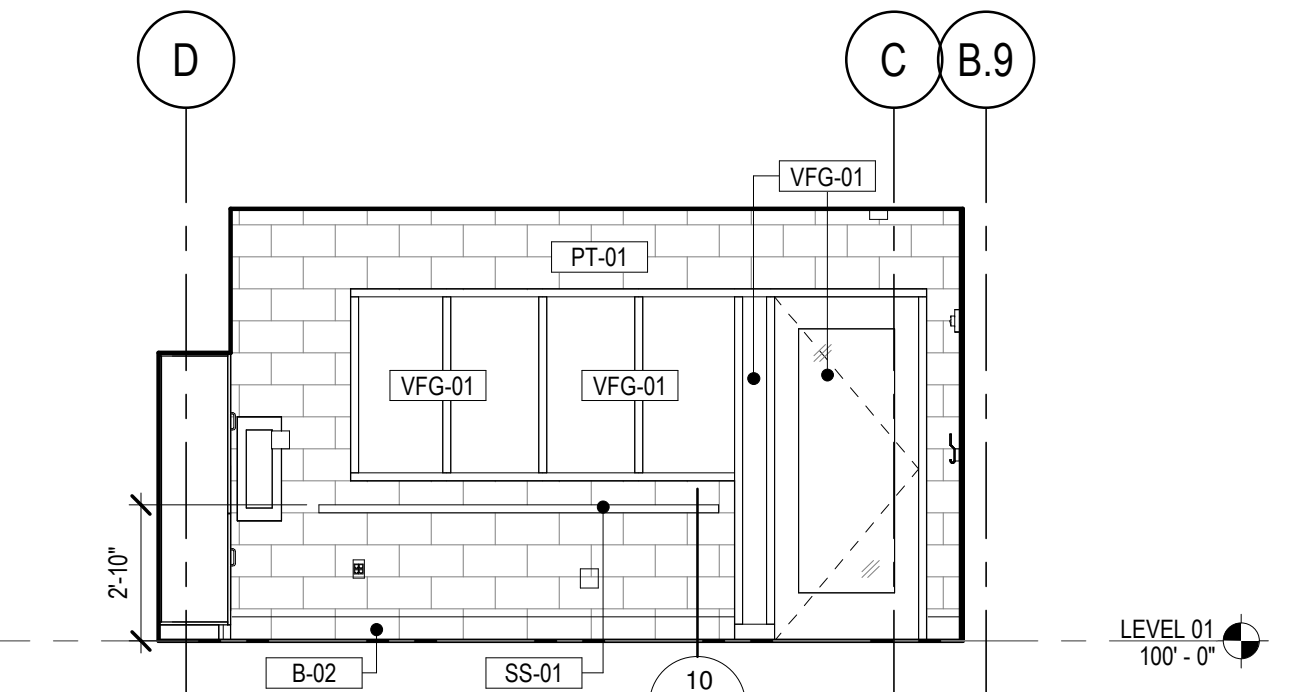
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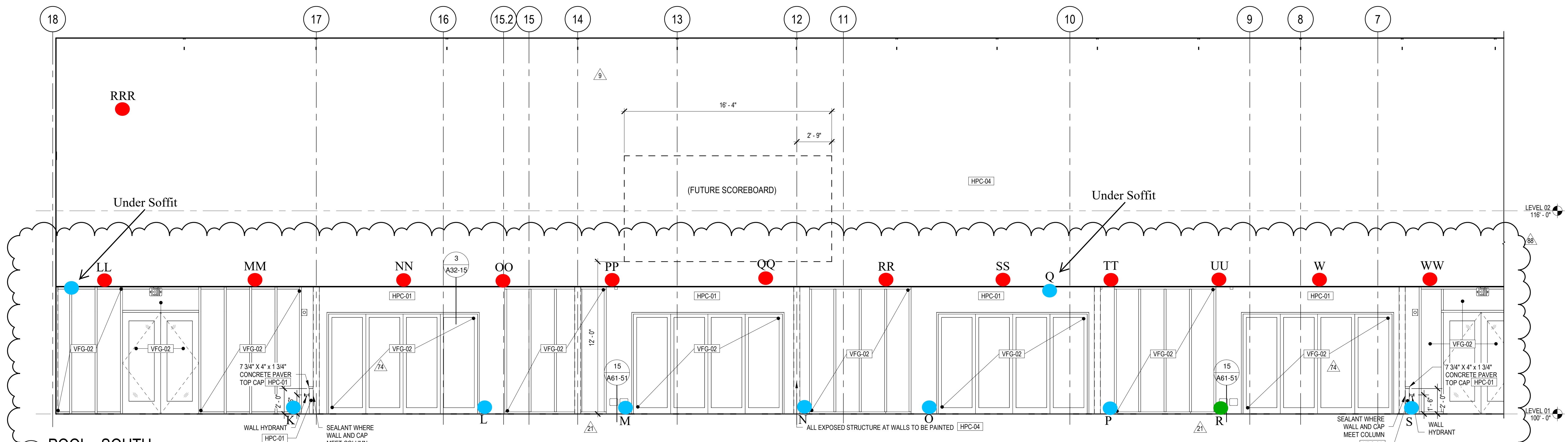
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4 LIFEGUARD - NORTH 1/4" = 1'-0"



5 LIFEGUARD - EAST 1/4" = 1'-0"

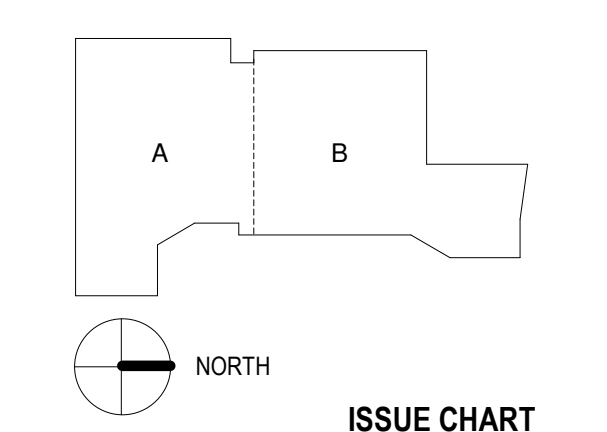


1 POOL - SOUTH 1/4" = 1'-0"



JOHNSTOWN COMMUNITY YMCA 165 SETTLER WAY JOHNSTOWN, CO 80534

KEYPLAN



ISSUE CHART

Table with 4 columns: Issue Number, Description, Date, and Status. Includes entries for proposal requests and bid packs.

Job Number 221708.000
Drawn Author
Checked Checker
Approved Approver

INTERIOR ELEVATIONS

SHEET NUMBER

A45-06

INTERIOR ELEVATION GENERAL NOTES

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PERKINS + WILL

475 Lincoln Street
Suite 100
Denver, CO 80203
1.303.308.0200
www.perkinswill.com

CONSULTANTS

CIVIL
JVA, INC.
213 LINDEN STREET, SUITE 200
FORT COLLINS, CO 80524
STRUCTURAL

MARTINMARTIN
12499 WEST COLFAX AVENUE
LAKEWOOD, CO 80215
LANDSCAPE

BHA DESIGN, INC.
1603 OAKRIDGE DRIVE,
FORT COLLINS, CO 80525
MEP/F

THE BALLARD GROUP, INC.
2525 SOUTH WADSWORTH BOULEVARD,
SUITE 200 LAKEWOOD, CO 80227
ELECTRICAL

INNOVATIVE ELECTRICAL SYSTEMS, INC.
7550 WEST YALE AVENUE, SUITE B-130
DENVER, CO 80227
ELECTRICAL

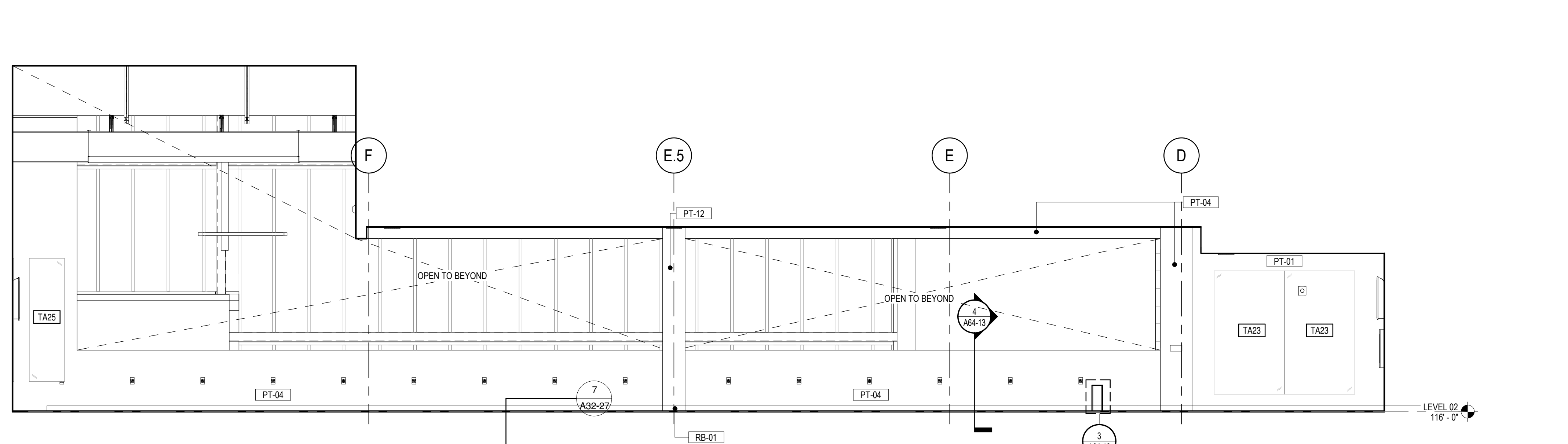
AQUATIC DESIGN GROUP
2226 FARADAY AVENUE,
CARLSBAD, CA 92008
AQUATIC

INTERIOR ELEVATION LEGEND

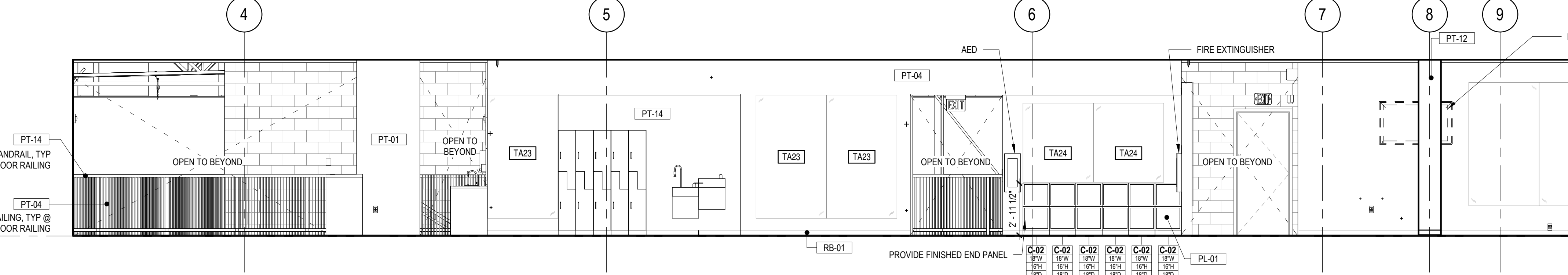
- XXXXX OWNER PROVIDED TV, SIZE AND LOCATION SHOWN FOR REFERENCE.
- TA1 TOILET ACCESSORY. REFER TO A43-01 FOR LEGEND.
- OWNER FURNISHED ITEM EQUIPMENT
- CONTRACTOR FURNISHED ITEM EQUIPMENT
- CABINET TYPE (REF A50-0X SERIES FOR DESCRIPTIONS)
- CABINET WIDTH (INCHES)
- CABINET HEIGHT (INCHES)

● No Visible Mold Growth and No Moisture

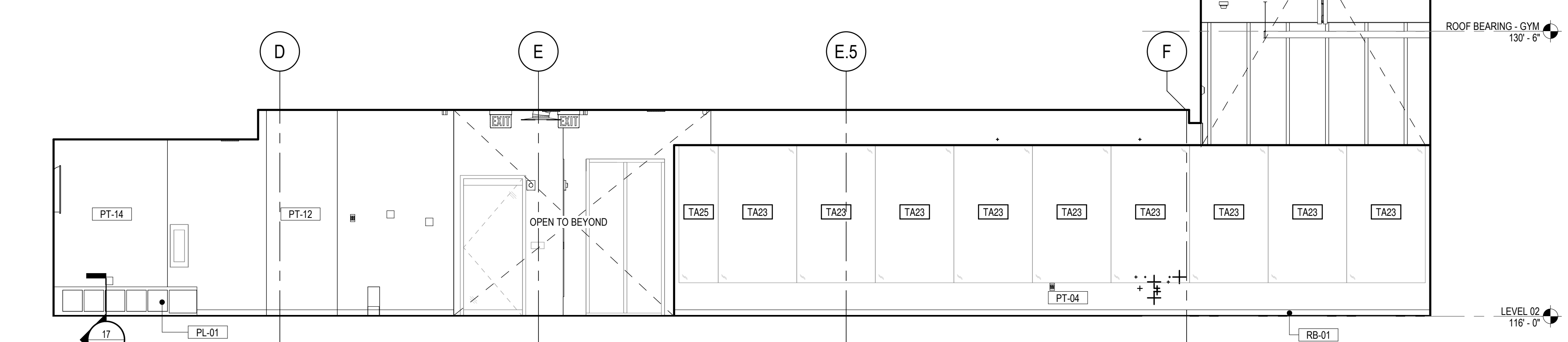
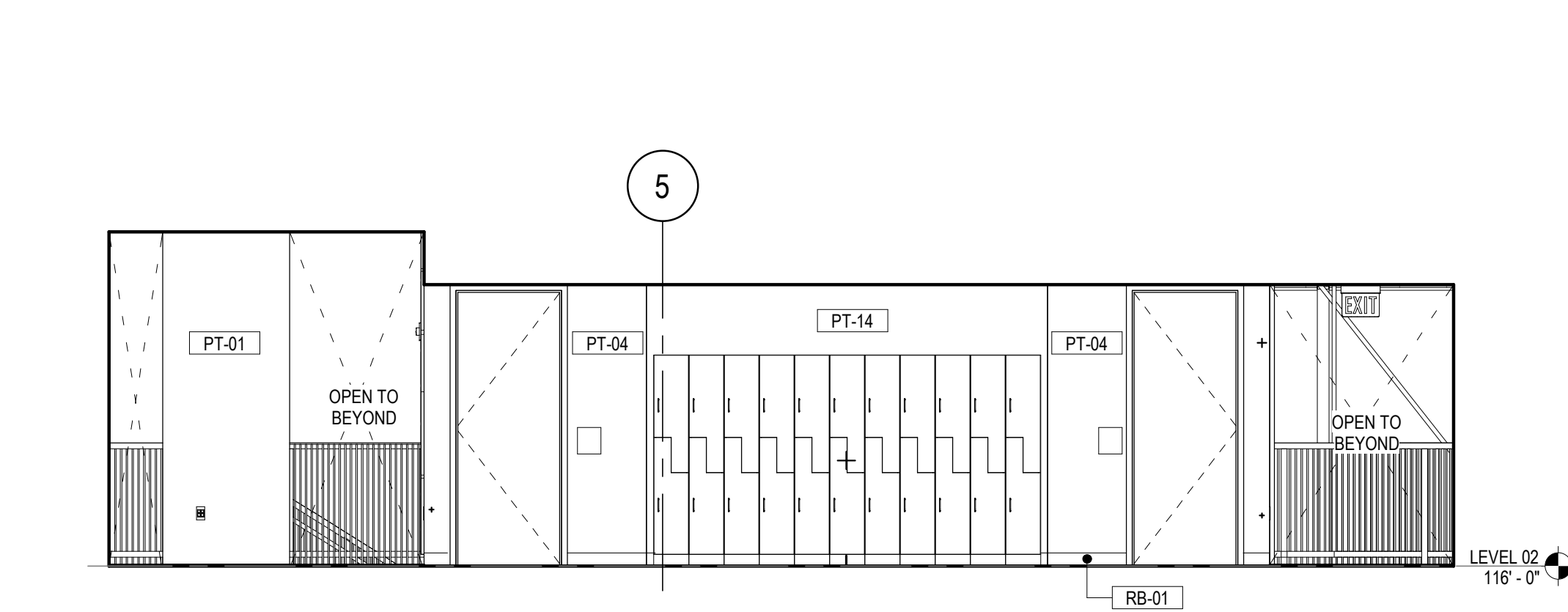
7 OPEN FITNESS - SOUTH 1/4" = 1'-0"



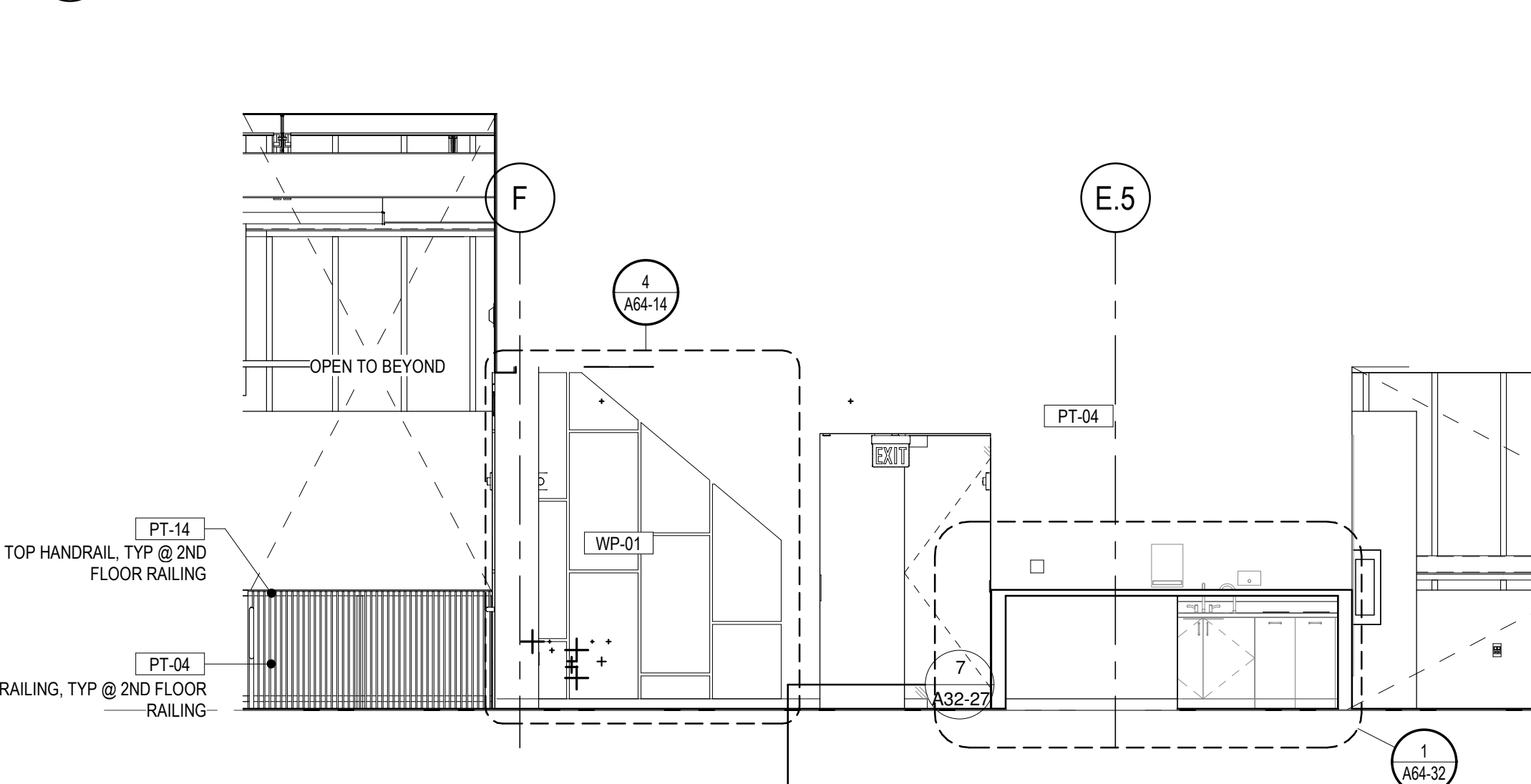
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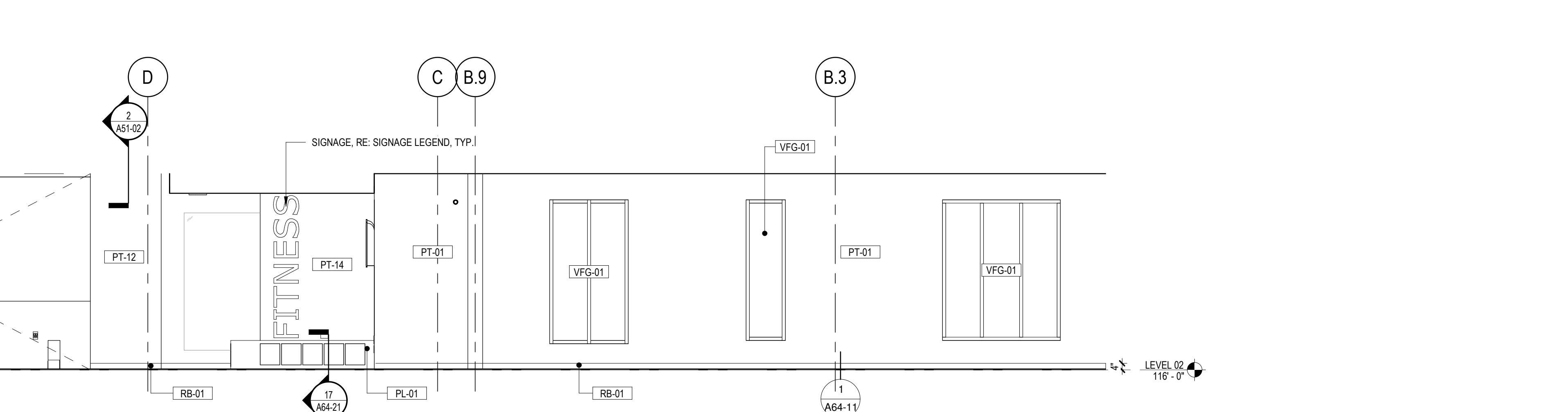
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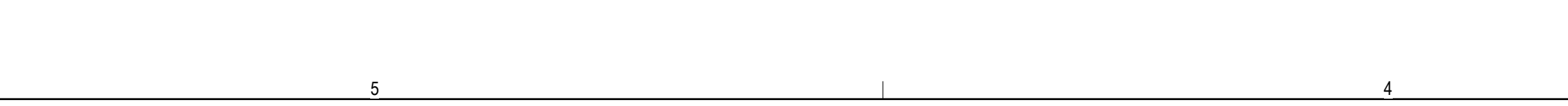
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2 OPEN FITNESS - WEST 1/4" = 1'-0"

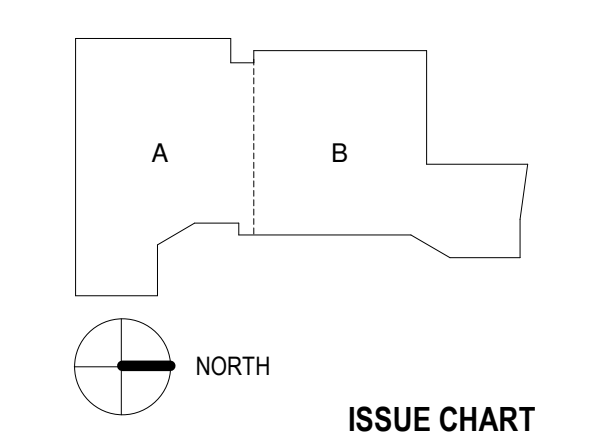


1 OPEN FITNESS - EAST @ JUICE BAR 1/4" = 1'-0"



**JOHNSTOWN
COMMUNITY YMCA**
165 SETTLER WAY
JOHNSTOWN, CO 80534

KEYPLAN



ISSUE CHART

6	BID PACK 3	14DEC18
5	BID PACK 2	28NOV18
4	SITE	SITE

Job Number 221708.000
 Drawn Author
 Checked Checker
 Approved Approver

INTERIOR ELEVATIONS

SHEET NUMBER

A45-14

FLOOR PLAN LEGEND

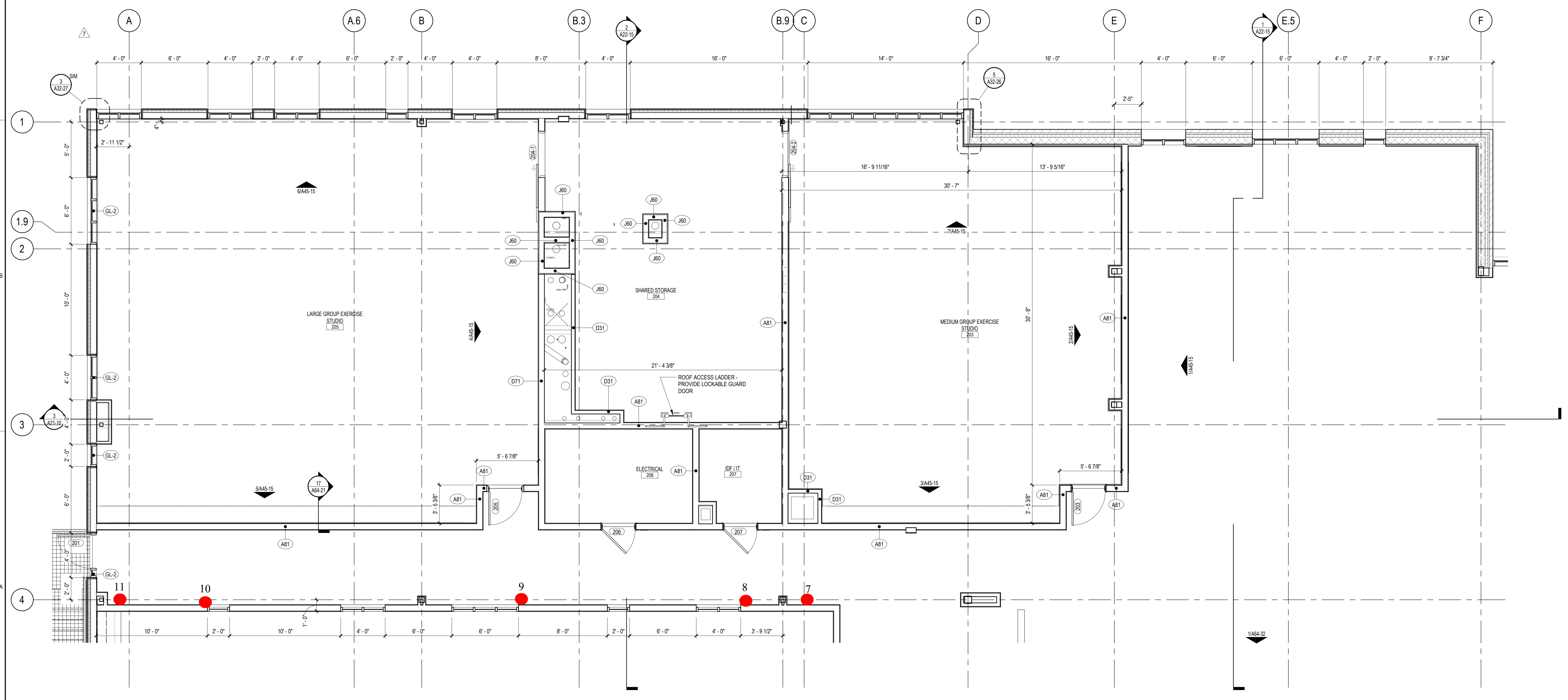
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- EXTERIOR ELEVATION TAG
- WALL SECTION TAG
- BUILDING SECTION TAG
- FIELD VERIFY
- EXTERIOR OPENING TAG REF: A33-0X SERIES FOR SCHEDULE
- INTERIOR WINDOW TAG REF: A63-0X SERIES FOR SCHEDULE
- DOOR TAG REF: A62-0X SERIES FOR DOOR SCHEDULE
- PARTITION TAG REF: A61-0X SERIES FOR CHARTS
- FLOOR DRAIN
- STRUCTURAL BRACING
- ENLARGED PLAN TAG

<<< Indicates Sheet Keynote on Plan

ENLARGED PLAN GENERAL NOTES

- WATER CLOSETS SHALL BE MOUNTED 1'-6" FROM THE CENTER OF THE WATER CLOSET TO THE FINISHED SURFACE OF THE SIDE WALL.
- SINKS AND LAVATORIES SHALL BE 1'-3" MINIMUM FROM THEIR CENTER LINE TO THE FINISHED SURFACE OF THE SIDE WALL.
- "WALL HUNG" TOILET CHASES FROM FINISH TO FACE OF FINISH SHALL BE 1'-8" FOR BACK-TO-BACK TOILETS AND 1'-4" FOR A SINGLE SIDED CHASE, UNO.
- CENTER VANITY MIRROR AND LIGHT FIXTURE OVER THE LAVATORY. (WA @ TA13)
- FLUSH CONTROLS SHALL BE MOUNTED ON THE OPEN SIDE OF TOILETS, NO MORE THAN 44 INCHES ABOVE FINISHED FLOOR.
- DIMENSIONS SHOWN ARE CLEAR DIMENSIONS TO THE FACE OF FINISH (UNO).
- REFER TO SHEET A43-01 FOR TOILET GROUP ACCESSORIES, MOUNTING LOCATIONS AND WHO FURNISHES EACH ITEM.
- REFER TO DRAINAGE PLANS AND PLUMBING SHEETS FOR DRAIN SIZES AND LOCATIONS.

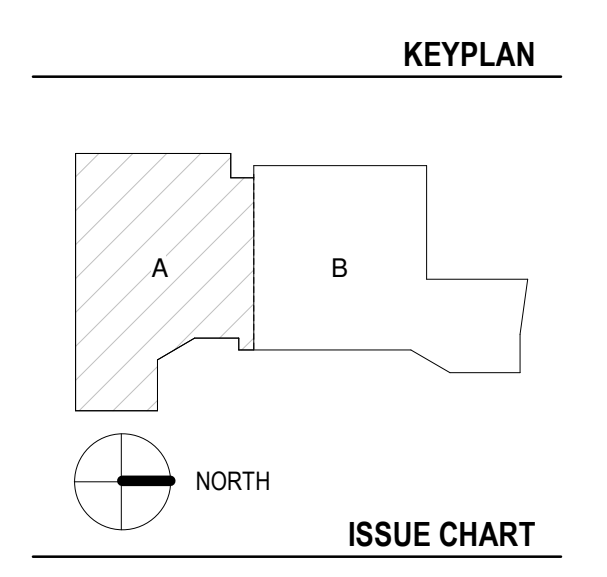
● No Visible Mold Growth and No Moisture



1 ENLARGED PLAN - GROUP EXERCISE
1/4" = 1'-0"



JOHNSTOWN COMMUNITY YMCA
165 SETTLER WAY
JOHNSTOWN, CO 80534



7	BID PACK 3 - ADDENDUM 1	01FEB18
6	BID PACK 3	14DEC18
5	BID PACK 2	20NOV18
2	DESIGN DEVELOPMENT	21SEP18
1	SCHEMATIC DESIGN	30MAR18
	SITE	

Job Number: 221708.000
 Drawn: Author
 Checked: Checker
 Approved: Approver

ENLARGED PLANS

SHEET NUMBER

A40-09

ENLARGED PLAN
GENERAL NOTES

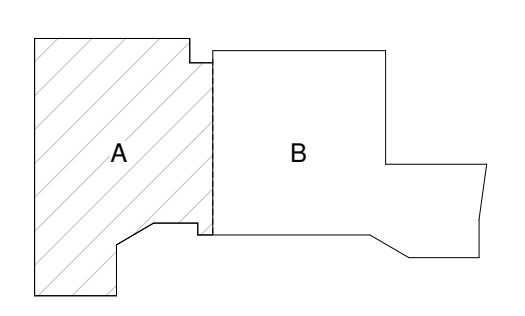
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FLOOR PLAN LEGEND

- EXPANSION JOINT
- XX A-XXX EXTERIOR ELEVATION TAG
- WALL SECTION TAG
- SM A-XXX BUILDING SECTION TAG
- FV FIELD VERIFY
- (NUMERICAL) EXTERIOR OPENING TAG REF: A33-0X SERIES FOR SCHEDULE
- (ALPHA) INTERIOR WINDOW TAG REF: A63-0X SERIES FOR SCHEDULE
- (S01A) DOOR TAG REF: A62-0X SERIES FOR DOOR SCHEDULE
- (A11) PARTITION TAG REF: A61-0X SERIES FOR CHARTS
- FD FLOOR DRAIN
- STRUCTURAL BRACING
- X A-XXX ENLARGED PLAN TAG

<<< Indicates Sheet Keynote on Plan

KEYPLAN



ISSUE CHART

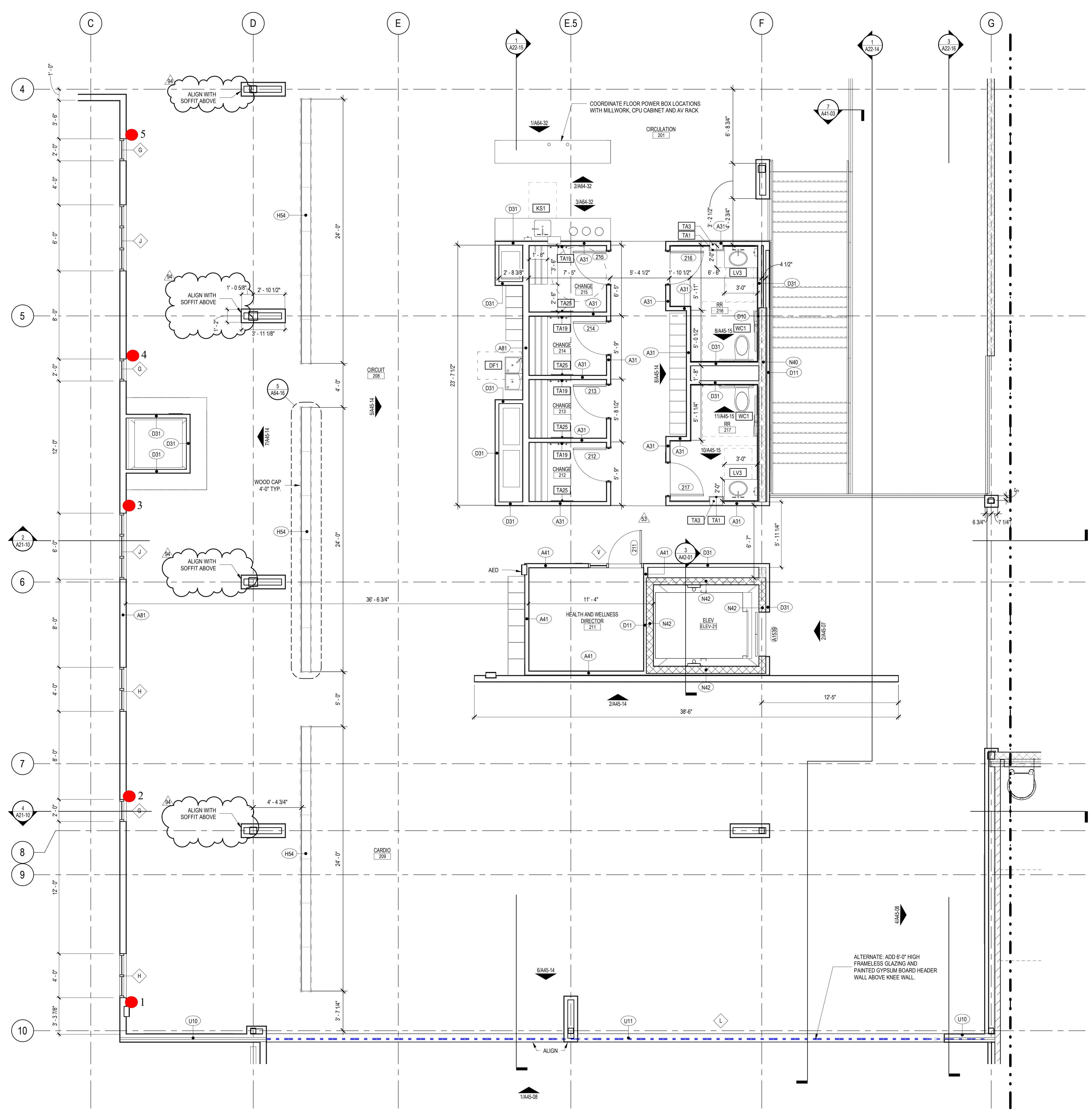
94	ASI 59	26NOV19
77	ASI 46	07OCT19
75	ASI 44	30SEP19
53	PROPOSAL REQUEST 12 R1	15AUG19
7	BID PACK 3 - ADDENDUM 1	01FEB19
6	BID PACK 3	14DEC18
5	BID PACK 2	28NOV18
1	ISSUE	2018

Job Number	221708.000
Drawn	Author
Checked	Checker
Approved	Approver
TITLE	

ENLARGED PLANS

SHEET NUMBER

A40-10



1 ENLARGED PLAN - FITNESS AND CHANGE
1/4" = 1'-0"

● No Visible Mold Growth and No Moisture

APPENDIX B

Project: 165 Settlers Way P/N 7191.23 Date: 3/3/23
 Location: Johnstown, CO Tech: P. Jaeckel

Point	Moisture	Material	Notes	Coordinates
A	23%	VMG	lower east wall	0 HT, 12' S of N
B	100%	VMG		0 HT, 19' S of N
C	80%	VMG		0 HT, 29' S of N
D	98%	NMG	water	0 HT, 26' N of S
E	31%	VMG	COMPROUSA	0 HT, 19' N of S
F	81%	VMG		0 HT, 7' N of S
G	100%	VMG		0 HT, 0' N of S
H	18%	VMG		10' HT, 15' N of S
I	85%	VMG	lower east wall, soffit	10' HT, 2' N of S
J	100%	VMG	lower east wall, soffit	0 HT, 20' W of E
K	100%	VMG	lower south wall	0 HT, 34' W of E
L	100%	VMG		0 HT, 44' W of E
M	33%	VMG		0 HT, 60' W of E
N	31%	VMG		0 HT, 71' W of E
O	51%	VMG		0 HT, 83' W of E
P	100%	VMG		10' HT, 83' W of E
Q	100%	VMG	soffit	0 HT, 70' E of W
R	100%	NMG	water	0 HT, 58' E of W
S	31%	VMG	COMPROUSA	0 HT, 48' E of W
T	15%	NMG		0 HT, 43' E of W
U	100%	VMG		

Project: 165 Settlers Way P/N 7191.23 Date: 3/6/23
 Location: Johnstown, CO Tech: P. Jaeckel

COORDINATES

V	23%	moisture, VMG	lower south wall	(AH = ACCESS HATCH)	0 HT., 35' E of L
W	100%	VMG			0 HT., 28' E of L
X	ND	NMG			0 HT., 14' E of L
Y	ND	NMG			0 HT., 2' E of L
Z	ND	NMG	lower north wall,		10' HT., 19' E of W
AA	ND	NMG	soffit (AH#1)		10' HT., 38' E of W
BB	ND	NMG	(AH#2)		10' HT., 56' E of W
CC	ND	VMG	(AH#3)		0' HT., 79' E of W
DD	ND	NMG	2nd floor, corridor,	CORNER	0' HT., 29' N of S
EE	ND	NMG	EAST WALL		0' HT., 9' W of E
			fitness area,	S. WALL	
FF	15%	NVMG, EAST WALL	MID SECTION, NORTH SUG		12' HT 8' S of N
GG	16%	NVMG, EAST WALL	" "		12' HT 20' S of N
HH	15%	NVMG, EAST WALL	" MIDDLE		12' HT 29' S of N
II	19%	NVMG, EAST WALL	" SOUTH SIDE		14' HT 26' N of S
JJ	17%	NVMG, EAST WALL	" SOUTH SIDE		10' HT 18' N of S
KK	18%	NVMG, EAST WALL	" SOUTH SIDE		10' HT 8' N of S
LL	20%	NVMG, SOUTH WALL	" EAST SIDE		10' HT 6' W of E
MM	18%	NVMG, "	" "		10' HT 16' W of E
NN	15%	NVMG, "	" "		10' HT 24' W of E
OO	17%	NVMG, "	" "		10' HT 35' W of E

Field Notes

PAGE 3 of 4

Item #6.

Project:	165 SENECA ST WY	P/N	7191.23	Date:	3-7-23
Location:	SUNNYSIDE, CO	Tech:	P. JAECKEL		

PP	17%	NVMG,	SOUTH WALL, MID-SECTION		EAST SIDE	10' HT, 45' W OF E
QQ	18%	NVMG,	"	"	"	10' HT, 56' W OF E
RR	16%	NVMG,	"	"	"	10' HT, 66' W OF E
SS	17	NVMG,	"	"	"	10' HT, 75' W OF E
TT	18%	NVMG,	"	"	"	10' HT, 83' W OF E
UU	16%	NVMG,	"	"	CTR.	10' HT, 93' W OF E
VV	15%	NVMG,	"	"	WEST SIDE	10' HT, 63' E OF W
WW	15%	NVMG,	"	"	"	10' HT, 52' E OF W
XX	13%	NVMG,	" (EAST SECTION)	"	"	12' HT, 43' E OF W
YY	17%	NVMG,	"	"	"	12' HT, 36' E OF W
ZZ	11%	NVMG,	" (WEST SECTION)	"	"	12' HT, 30' E OF W
AAA*	13%	NVMG,	"	"	"	12' HT, 22' E OF W
BBB	8%	NVMG,	"	"	"	12' HT, 12' E OF W
CCC	ND	NVMG,	"	"	"	14' HT, 2' E OF W
DDD	ND	NVMG,	WEST WALL,	"	SOUTH SIDE	16' HT, 9' N OF S
EEE	11.0%	NVMG,	NORTH WALL,	"	WEST SIDE	11' HT, 4' E OF W
FFF	11.0%	NVMG,	"	"	"	11' HT, 42' E OF W
GGG	13%	NVMG,	"	"	CTR.	11' HT, 68' E OF W
HHH	9%	NVMG,	"	"	EAST SIDE	11' HT, 79' E OF W
III	ND	NVMG,	" (WEST SECTION)	"	EAST SIDE	11' HT, 86' E OF W
JJJ	ND	NVMG,	"	"	"	11' HT, 96' E OF W

* RUNNING WATER 6" TO EAST (UNDER WATER SLIDE ^{ACTIVE} LEAK)

APPENDIX C

Mold Air Sampling Data

Item #6.

Client Name: YMCA		Address: 165 SEATONS WAY, JOHNSTOWN	
Date:	Project #: 7191.23	Inspector: P. JAECKEL	Sample Prefix: 030323RS-

Sample #	Type	Sample Location	Pre-Cal	Post-Cal	Start/Stop	Volume	Result
01	ST	OUTSIDE, 15' SE OF ENTRY	15.0 15.0	15.0	0800 0805 ^s	75	
02		INSIDE, POOL AREA, NE	15.0 15.0	15.0	0808 0813 ^s	75	
03		↓ GR. SOUTH	15.0 15.0	15.0	0817 0822 ^s	75	
04		↓ NW	15.0 15.0	15.0	0825 0830 ^s	75	
05		↓ FIRST FL., ENTRY LOBBY	15.0 15.0	15.0	0836 0841 ^s	75	
06		↓ ON SITE OFFICE	15.0 15.0	15.0	0844 0849 ^s	75	
07		↓ PARKING LOCKER	15.0 15.0	15.0	0855 0900 ^s	75	
08		↓ SECOND FL., WEIGHT RM, EAST	15.0 15.0	15.0	0906 0911 ^s	75	
09		↓ SECOND FL., CORRIDOR, GR.	15.0 15.0	15.0	0913 0918 ^s	75	
10		↓ OUTSIDE, 15' SE OF ENTRY	15.0 15.0	15.0	0921 0926 ^s	75	
		* NO COND/DROP					
		[SOME EXTERIOR DOORS ARE PARTLY OPEN]					



Century Environmental Hygiene, LLC
 3201 E. Mulberry Street, Unit C, Fort Collins, CO
 (970) 266-8000 Office (970) 266-0022 Fax

Inspector Signature: *P. Jaeckel*

111 North Dearborn Street
Chicago, IL 60610
Tel: 312.329.4200
Fax: 312.329.4201
www.perkinswill.com

PROJECT: JOHNS TOWN COMMUNITY YMCA
DATE: 07/11/11
SCALE: AS SHOWN

ARCHITECT: PERKINS+WILL
PROJECT MANAGER: [Name]
DESIGNER: [Name]
DRAWN BY: [Name]

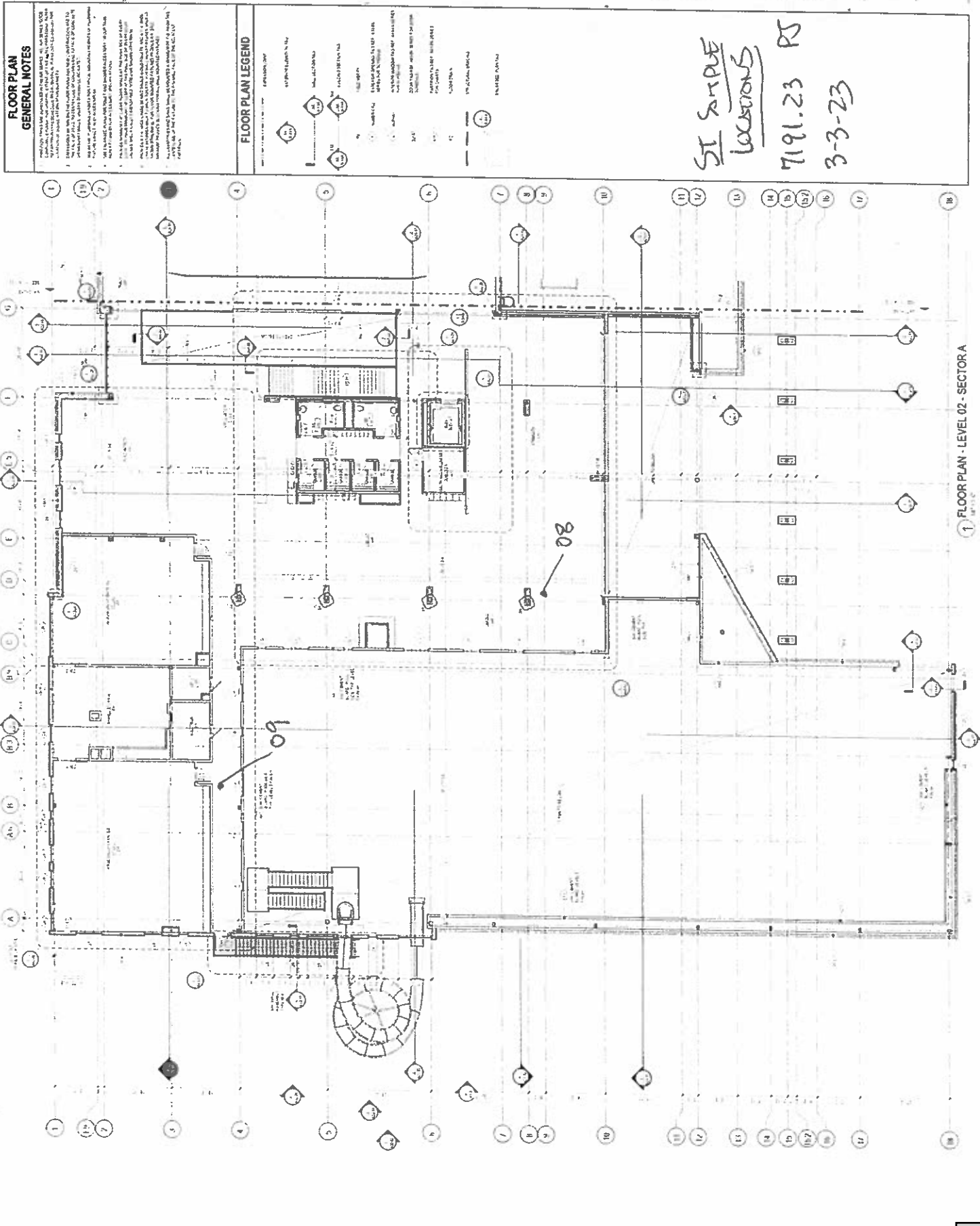
JOHNS TOWN COMMUNITY YMCA
855 SETTLER WAY
JOHNS TOWN, CO 80834



NO.	DATE	DESCRIPTION
1	07/11/11	ISSUED FOR PERMITS
2	07/11/11	ISSUED FOR PERMITS
3	07/11/11	ISSUED FOR PERMITS
4	07/11/11	ISSUED FOR PERMITS
5	07/11/11	ISSUED FOR PERMITS
6	07/11/11	ISSUED FOR PERMITS
7	07/11/11	ISSUED FOR PERMITS
8	07/11/11	ISSUED FOR PERMITS
9	07/11/11	ISSUED FOR PERMITS
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11	07/11/11	ISSUED FOR PERMITS
12	07/11/11	ISSUED FOR PERMITS
13	07/11/11	ISSUED FOR PERMITS
14	07/11/11	ISSUED FOR PERMITS
15	07/11/11	ISSUED FOR PERMITS
16	07/11/11	ISSUED FOR PERMITS
17	07/11/11	ISSUED FOR PERMITS
18	07/11/11	ISSUED FOR PERMITS
19	07/11/11	ISSUED FOR PERMITS
20	07/11/11	ISSUED FOR PERMITS

FLOOR PLAN - LEVEL 02 - SECTOR A

Item #6.



*SI SAMPLE
LOCATIONS*
7191.23 RS
3-3-23

1 FLOOR PLAN - LEVEL 02 - SECTOR A



Century Environmental Hygiene, LLC
3201 E. Mulberry Street, Unit C, Fort Collins, CO
(970) 266-8000 Office (970) 266-0022 Fax

Bulk Sampling Field Form

Date: 3-6-23
 Project #: 7191.23 Project Name: 165 SETTERS WAY (YMCA)
 Location: JOHNSTOWN, CO IH: P. JAECKEL / A.G.

: Sample Prefix

D30623PS
↓
↓

#	Type	Sample Location/Activity/Name	Result
T01	TAPS	POOL AREA, EAST WALL, NORTH CORNER, & COVER BASE	
T02		SOUTH WALL, EAST SIDE, & COVER BASE	
T03		SOUTH WALL, WEST SIDE, SOFFIT	
T04		NORTH WALL, EAST SIDE & COVER BASE	

Notes: _____

Sampled by: PAUL JAECKEL Signature: [Handwritten Signature]

APPENDIX D



AEMTEK, Inc.
466 Kato Terrace, Fremont, CA 94539
Tel. +1 (510) 979-1979, Fax. +1 (510) 667-1980
E-mail: labreports@aemtek.com
www.aemtek.com

Laboratory Analysis Report

AEMTEK No. 23 Item #6.

Submitted to: Century Environmental Hygiene LLC
3201 East Mulberry Street, Unit C
Fort Collins, CO 80524
Attn: James Dennison

Purpose: The purpose of this report is to present laboratory results obtained by analyzing the samples submitted to Aemtek, Inc. The report includes this cover and the data sheet(s).

Limitation: The test results presented in this report are only related to the samples supplied by the client and analyzed by Aemtek. This report shall not be reproduced, except in full, without written authorization of Aemtek. Aemtek shall have no liability to anyone with respect to any interpretations or uses of the laboratory report, decisions made or actions taken as a result of or based on the data reported. In no event shall Aemtek's liability with respect to the reported test results exceed the amount paid for the project by the client to Aemtek.

Sample Information: Sample identification, location, volume, weight, and area are from the client's Chain of custody. Unless specifically noted, the samples were received in acceptable condition.

Significant Figures: Because of the nature of the biological samples and analytical methods, the number of significant figures should generally be one of two, although the actual calculation results are reported.

Sample Custody: Samples accepted by Aemtek shall remain the property of client while in the custody of Aemtek. Aemtek shall retain preparation of samples for 7 days following the date of issuing this report. After the retention period, the samples shall be sterilized and discarded, unless otherwise requested by the client.

Confidentiality: Aemtek shall not provide analytical results or client's project information to any party other than the client, unless requested by the client, in writing, or by law.

About Aemtek: Aemtek, Inc. is an environmental microbiology laboratory providing reliable, fast, and expert laboratory services for the detection, identification, and analysis of microorganisms. We are committed to excellence in quality, service, and technology. The laboratory is accredited by the American Industrial Hygiene Association (AIHA) in the Environmental Microbiology Laboratory Accreditation Program (EMLAP Lab #167620).

Project ID: 7191.23

Project Location: 165 Settler's Way, Johnstown, CO

Client Sampling Date: 3/3/2023

Sample Received on: 3/6/2023

Analysis Started on: 3/6/2023

Data Reported on: 3/8/2023

Approved By:

Thomas Giang
Laboratory Manager



AEMTEK Laboratory Analysis Report, Page 1 of 3

Note: This report, e-mailed or faxed, contains information that is confidential, proprietary and /or privileged. It is intended only for the company/individual(s) to whom it is addressed. If you are not the intended recipient, please immediately delete/destroy this report and notify AEMTEK at 510-979-1979. Thank you for your cooperation.



Laboratory Analysis Report

AEMTEK, Inc.
 466 Kato Terrace, Fremont, CA 94539
 Tel. +1 (510) 979-1979, Fax. +1 (510) 667-1980
 E-mail: labreports@aemtek.com
 www.aemtek.com

Data Sheet

AEMTEK No. 2303293

Project ID: 7191.23
 Project Location: 165 Settler's Way, Johnstown, CO

Submitted to:
 Century Environmental Hygiene LLC
 Fort Collins, CO 80524

Analysis Performed: Fungal Direct Examination-Air

AEMTEK Sample ID	2303293-1			2303293-2			2303293-3			2303293-4			2303293-5		
Client Sample ID	030323PJ-01			030323PJ-02			030323PJ-03			030323PJ-04			030323PJ-05		
Sample Location	Outside			Inside			Inside			Inside			Inside		
Air Volume (L)	75			75			75			75			75		
Fungal Identification	Count	Spores/m ³	%	Count	Spores/m ³	%	Count	Spores/m ³	%	Count	Spores/m ³	%	Count	Spores/m ³	%
<i>Alternaria</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ascospores	1	13	1	-	-	-	-	-	-	-	-	-	-	-	-
<i>Aspergillus/Penicillium</i> -like	38	490	41	24	310	80	17	220	57	1	13	100	19	250	83
Basidiospores	6	78	7	-	-	-	-	-	-	-	-	-	1	13	4
<i>Bipolaris/Dreschlera</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Botrytis</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Cercospora</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Chaetomium</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Cladosporium</i>	23	300	25	4	52	13	5	65	17	-	-	-	1	13	4
<i>Curvularia</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Epicoccum</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Ganoderma</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Myxomycetes/ <i>Periconia</i> /Rust/Smut	3	39	3	-	-	-	3	39	10	-	-	-	-	-	-
<i>Nigrospora</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Oidium</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Petriella</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Pithomyces</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Stachybotrys</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Stemphylium</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Torula</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Ulocladium</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other hyaline spores	11	140	12	2	26	7	2	26	7	-	-	-	1	13	4
Other colored spores	4	52	4	-	-	-	-	-	-	-	-	-	-	-	-
Hyphal fragments	6	78	7	-	-	-	3	39	10	-	-	-	1	13	4
Total	92	1,200	100	30	390	100	30	390	100	1	13	100	23	300	100
Pollen/m ³	13			-			-			-			-		
Insect or dust mite parts/m ³	-			-			-			-			-		
Detection Limit (spores/m ³)	13			13			13			13			13		
General Density	51-75%			1-25%			1-25%			1-25%			1-25%		
% Trace Analyzed	100%			100%			100%			100%			100%		

*Note: Total counts have been rounded up - = Non-detect

Method ID: AEMTEK SOP AF101 (ASTM D7391-17)

Direct microscopy detection limit: One spore or one hyphal fragment per sample.

Performed by: Thomas Giang



Laboratory Analysis Report

AEMTEK, Inc.
 466 Kato Terrace, Fremont, CA 94539
 Tel. +1 (510) 979-1979, Fax. +1 (510) 667-1980
 E-mail: labreports@aemtek.com
 www.aemtek.com

Data Sheet

AEMTEK No. 2303293

Project ID: 7191.23
 Project Location: 165 Settler's Way, Johnstown, CO

Submitted to:
 Century Environmental Hygiene LLC
 Fort Collins, CO 80524

Analysis Performed: Fungal Direct Examination-Air

AEMTEK Sample ID	2303293-6			2303293-7			2303293-8			2303293-9			2303293-10		
Client Sample ID	030323PJ-06			030323PJ-07			030323PJ-08			030323PJ-09			030323PJ-10		
Sample Location	Inside			Inside			Inside			Inside			Outside		
Air Volume (L)	75			75			75			75			75		
Fungal Identification	Count	Spores/m ³	%	Count	Spores/m ³	%	Count	Spores/m ³	%	Count	Spores/m ³	%	Count	Spores/m ³	%
<i>Alternaria</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ascospores	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Aspergillus/Penicillium</i> -like	18	230	43	20	260	80	12	160	57	9	120	45	59	770	48
Basidiospores	4	52	10	-	-	-	-	-	-	1	13	5	3	39	2
<i>Bipolaris/Dreschlera</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Botrytis</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Cercospora</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Chaetomium</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Cladosporium</i>	11	140	26	2	26	8	5	65	24	6	78	30	41	530	33
<i>Curvularia</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Epicoccum</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Ganoderma</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Myxomycetes/ <i>Periconia</i> /Rust/Smut	4	52	10	1	13	4	-	-	-	-	-	-	3	39	2
<i>Nigrospora</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Oidium</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Petriella</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Pithomyces</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Stachybotrys</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Stemphylium</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Torula</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Ulocladium</i>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other hyaline spores	4	52	10	1	13	4	4	52	19	4	52	20	9	120	7
Other colored spores	1	13	2	-	-	-	-	-	-	-	-	-	-	-	-
Hyphal fragments	-	-	-	1	13	4	-	-	-	-	-	-	8	100	7
Total	42	550	100	25	330	100	21	270	100	20	260	100	120	1,600	100
Pollen/m ³	-			-			-			-			26		
Insect or dust mite parts/m ³	-			-			-			-			-		
Detection Limit (spores/m ³)	13			13			13			13			13		
General Density	1-25%			1-25%			1-25%			1-25%			76-100%		
% Trace Analyzed	100%			100%			100%			100%			100%		

*Note: Total counts have been rounded up - = Non-detect

Method ID: AEMTEK SOP AF101 (ASTM D7391-17)

Direct microscopy detection limit: One spore or one hyphal fragment per sample.

Performed by: Thomas Giang



Aemtek No.: 2303293

Phone: 510-979-1979
Fax: 510-668-1980

466 Kato Terrace, Fremont, CA 94539

Sample Type		Item #6.
A - Air	B - Bulk	
C - Culture	D - Dust	
S - Swab	T - Tape	
W - Water	Other:	
Analysis Codes		
FDE - Fungi Direct Exam: identifying fungi to genus or spore type. Rush services available.		
FCG - Fungi Culturable, identified to Genus only.		
FCS - Fungi Culturable, common Species identification without subculturing.		
EBC - Environmental Bacteria Count and group/genus ID		
SSC - Sewage Screen for total coliforms, <i>E. coli</i> , and enterococci. Please specify qualitative or quantitative.		
Legionella		
LG-QPCR - <i>Legionella</i> Detection and quantification.		
LG-C - <i>Legionella</i> Culturable		
Fungal QPCR Panels:		
ERMI - 36 species.		
Indoor Mold Panel - 46 species		
Pathogenic <i>Aspergillus</i> Panel - 10 species		
Aspen - Chaeto - Stachy Panel		
Turn Around Time		
STD - standard/default, 7 days for culturable, 2-5 days for bacterial analysis.		
Rush - not available for culturables		
WH - Weekend or holiday service. Prior notice required.		
FDE Only TAT Options		
STD - 2 days	3H - 3 hours	79
SD - Same Day	1D - 1 day	

Contact Information		Project Information	
Company: Century Environmental Hygiene LLC	Contact: James Dennison	Project: 7191.23	
Address: 3201 East Mulberry Street, Unit C, Fort Collins, CO, 80524		Site: 165 SETTLER'S WAY	
Phone: (970) 266-8000 E-mail: jim@centuryenvironmental.com, results@centuryenvironmental.com		JOHNSTOWN, CO	
Email for reporting: jim@centuryenvironmental.com, results@centuryenvironmental.com		Sampled by: P. JAECKEL	Sampling Date: 3-3-23

Sample ID	Sampling Location	Weight (g), Volume (L) or Area (sq. in.)	Analysis Requested	Sample Type	Turn Around Time	Notes / List of Target PCR Species
030323RS-01	OUTSIDE	75 L.	EDE	A	STD	
02	INSIDE,					
03						
04						
05						
06						
07						
08						
09						
10	OUTSIDE					

Relinquished by	Date & Time	Received by	Date & Time	Notes:
	3-3-23 PM		3/6/23 9:10	

Call 510-979-1979 or email lab@aemtek.com with your specific analytical needs and concerns. To ensure analytical integrity, we reserve the right to reject inappropriately prepared/shipped samples. All analytical services subject to our standard terms and conditions. Swab, culture plates and water samples should be shipped overnight and cold. If no turn around time indicated, standard report time applies. Samples received after 5:00 pm on business days or in the weekend will be logged in the next business day. For "same day" service, samples must be received before 10 am; for "same day", 12:00 pm; for "3 hours". Our business hours are 8:00 am - 5:00 pm, PST, Monday - Friday. Contact the lab to arrange weekend or holiday analysis. For sampling and shipping information, please visit www.aemtek.com.



Laboratory Analysis Report

AEMTEK, Inc.
466 Kato Terrace, Fremont, CA 94539
Tel. +1 (510) 979-1979, Fax. +1 (510) 667-1980
E-mail: labreports@aemtek.com
www.aemtek.com

Submitted to: Century Environmental Hygiene LLC
3201 East Mulberry Street, Unit C
Fort Collins, CO 80524
Attn: James Dennison

Purpose: The purpose of this report is to present laboratory results obtained by analyzing the samples submitted to Aemtek, Inc. The report includes this cover and the data sheet(s).

Limitation: The test results presented in this report are only related to the samples supplied by the client and analyzed by Aemtek. This report shall not be reproduced, except in full, without written authorization of Aemtek. Aemtek shall have no liability to anyone with respect to any interpretations or uses of the laboratory report, decisions made or actions taken as a result of or based on the data reported. In no event shall Aemtek's liability with respect to the reported test results exceed the amount paid for the project by the client to Aemtek.

Sample Information: Sample identification, location, volume, weight, and area are from the client's Chain of custody. Unless specifically noted, the samples were received in acceptable condition.


Significant Figures: Because of the nature of the biological samples and analytical methods, the number of significant figures should generally be one of two, although the actual calculation results are reported.

Sample Custody: Samples accepted by Aemtek shall remain the property of client while in the custody of Aemtek. Aemtek shall retain preparation of samples for 7 days following the date of issuing this report. After the retention period, the samples shall be sterilized and discarded, unless otherwise requested by the client.

Confidentiality: Aemtek shall not provide analytical results or client's project information to any party other than the client, unless requested by the client, in writing, or by law.

About Aemtek: Aemtek, Inc. is an environmental microbiology laboratory providing reliable, fast, and expert laboratory services for the detection, identification, and analysis of microorganisms. We are committed to excellence in quality, service, and technology. The laboratory is accredited by the American Industrial Hygiene Association (AIHA) in the Environmental Microbiology Laboratory Accreditation Program (EMLAP Lab #167620).

Project ID: 7191.23
Project Location: 165 Settler's Way (YMCA), Johnstown, CO
Client Sampling Date: 3/6/2023
Sample Received on: 3/14/2023
Analysis Started on: 3/14/2023
Data Reported on: 3/16/2023

Approved By: 
Thomas Giang
Laboratory Manager





Laboratory Analysis Report

AEMTEK, Inc.
 466 Kato Terrace, Fremont, CA 94539
 Tel. +1 (510) 979-1979, Fax. +1 (510) 667-1980
 E-mail: labreports@aemtek.com
 www.aemtek.com

Data Sheet

AEMTEK No. 2303894

Project ID: 7191.23
 Project Location: 165 Settler's Way (YMCA), Johnstown, CO

Submitted to:
 Century Environmental Hygiene LLC
 Fort Collins, CO 80524

Analysis Performed: Fungal Direct Examination-BDST

AEMTEK Sample ID	2303894-1	2303894-2	2303894-3	2303894-4
Client Sample ID	030623PJ-T01	030623PJ-T02	030623PJ-T03	030623PJ-T04
Sample Location	Pool Area	Pool Area	Pool Area	Pool Area
Sample Type	TAPELIFT	TAPELIFT	TAPELIFT	TAPELIFT
Fungal Identification	Characterization	Characterization	Characterization	Characterization
<i>Acremonium</i>	-	-	-	-
<i>Alternaria</i>	-	-	-	-
Ascospores	-	-	TNTC	-
<i>Aspergillus</i>	-	-	-	-
<i>Aspergillus</i> / <i>Penicillium</i> -like	-	-	-	Common
<i>Aureobasidium</i>	-	-	-	-
Basidiospores	-	-	-	-
<i>Bipolaris Dreschlera</i>	-	-	-	-
<i>Botrytis</i>	-	-	-	-
<i>Ceratocystis / Ophiostoma</i>	-	-	-	-
<i>Chaetomium</i>	-	-	Many	Colony
<i>Cladosporium</i>	-	-	-	-
<i>Curvularia</i>	-	-	-	-
<i>Epicoccum</i>	-	-	-	-
<i>Mucor</i>	-	-	-	-
<i>Myxomycetes / Periconia / Rust / Smut</i>	-	-	-	-
<i>Nigrospora</i>	-	-	-	-
<i>Penicillium</i>	-	-	-	-
<i>Petriella</i>	-	-	-	-
<i>Pithomyces</i>	-	-	-	-
<i>Stachybotrys</i>	Colony	Colony	-	-
<i>Stemphylium</i>	-	-	-	-
<i>Ulocladium</i>	-	-	-	-
Other hyaline spores	-	-	-	-
Other colored spores	-	-	Some	-
Hyphal fragments	TNTC	TNTC	TNTC	TNTC

Method ID: SOP AF102

Direct microscopy detection limit: One spore or one hyphal fragment per sample.

Data Interpretation Guideline:

Rare: 1 to 10 spores observed per sample preparation
 Some: 11 to 30 spores observed per sample preparation
 Common: 31-60 spores observed per sample preparation
 Many: 61 to 100 spores observed per sample preparation
 Abundant: More than 100 spores observed per sample preparation

TNTC: Too numerous to count, but no fruiting structure observed
 Colony: Abundant or numerous spores and associated fruiting structures observed
 *: Spores associated with hyphae and/or fruiting structures
 -: Non-detect
 None Detected: No spore or hyphal fragment observed per sample preparation

Performed by: Lani Grady, Thomas Giang



AEMTEK, INC.

CHAIN OF CUSTODY

Environmental Microbiology Testing

466 Kato Terrace, Fremont, CA 94539

Aemtek No.:

2303894

Phone: 510-979-1979

Fax: 510-668-1980

Item #6.

Contact Information		Project Information	
Company: Century Environmental Hygiene LLC	Contact: James Dennison	Project: 7191.23	
Address: 3201 East Mulberry Street, Unit C, Fort Collins, CO, 80524		Site: 165 SETTLER'S WAY (YMCA)	
Phone: (970) 266-8000 E-mail: jim@centuryenvironmental.com, results@centuryenvironmental.com		JOHNSTOWN, CO	
Email for reporting: jim@centuryenvironmental.com, results@centuryenvironmental.com		Sampled by: P. JAECKEL	Sampling Date: 3-6-23

Sample Type Codes	
A - Air	B - Bulk
C - Culture	D - Dust
S - Swab	T - Tape
W - Water	Other:
Analysis Codes	
FDE - Fungi Direct Exam: identifying fungi to genus or spore type. Rush services available.	
FCG - Fungi Culturable, identified to Genus only.	
FCS - Fungi Culturable, common Species identification without subculturing.	
EBC - Environmental Bacteria Count and group/genus ID	
SSC - Sewage Screen for total coliforms, <i>E. coli</i> , and enterococci. Please specify qualitative or quantitative.	
Legionella	
LG-QPCR - <i>Legionella</i> Detection and quantification.	
LG-C - <i>Legionella</i> Culturable	
Fungal QPCR Panels:	
ERMI - 36 species.	
Indoor Mold Panel - 46 species	
Pathogenic <i>Aspergillus</i> Panel - 10 species	
Aspen - Chaeto - Stachy Panel	
Turn Around Time	
STD - standard/default, 7 days for culturable, 2-5 days for bacterial analysis.	
Rush - not available for culturables	
WH - Weekend or holiday service. Prior notice required.	
FDE Only TAT Options	
STD - 2 days	3H - 3 hours
SD - Same Day	1D - 1 day

030623

Sample ID	Sampling Location	Weight (g), Volume (L) or Area (sq. in.)	Analysis Requested	Sample Type	Turn Around Time	Notes / List of Target PCR Species
395-T01	POOL AREA	1 SQ INS.	FDE	T	STD	
T02						
T03						
T04						

Relinquished by	Date & Time	Received by	Date & Time	Notes:
<i>[Signature]</i>	3-13-23 PM	<i>[Signature]</i>	3/14/23 1:30	

Call 510-979-1979 or email lab@aemtek.com with your specific analytical needs and concerns. To ensure analytical integrity, we reserve the right to reject inappropriately prepared/shipped samples. All analytical services subject to our standard terms and conditions. Swab, culture plates and water samples should be shipped overnight and cold. If no turn around time indicated, standard report time applies. Samples received after 5:00 pm on business days or in the weekend will be logged in the next business day. For "same day" service, samples must be received before 10 am; for "same day", 12:00 pm; for "3 hours". Our business hours are 8:00 am - 5:00 pm, PST, Monday - Friday. Contact the lab to arrange weekend or holiday analysis. For sampling and shipping information, please visit www.aemtek.com.

BASE BID			ALL PHASE RESTORATION		ALL DRY SERVICES OF DENVER	
	Comments	Total Cost	Contractor Comments	Total Cost	Contractor Comments	
1	Demo and remove wall, base, etc. as shown in Attachment C – Wall Demolition Sketch. IAW State requirements under mold remediation procedures.	\$114,405.00	Pool will have to be drained during mitigation and demolition work. All work will need to be completed during business hrs. Projected timeframe for mitigation is 10-14 days.	\$ 61,060.70	Includes all labor, demo, equipment, haul debris, ppe, etc.	22000.962 3501.19
2	Install a fully sealed plastic vapor barrier (non-transparent) over the exposed demoed walls.		Per the response to on site questions, this portion of the bid will not apply	\$ -11,600.00	Materials plus labor. N/A	
3	Scrape all bubbled paint under windows on the west and north walls. Skim, prep for painting and and repaint.	\$24,883.00	Pool will have to be drained during mitigation. All work will need to be completed during business hrs. This portion of the work will take 5 days	\$ 3,500.00	Labor, ppe, floor protection	
4	Clean drip marks off walls in all areas not in demoed plan.	\$6,633		\$ 3,300.00		
5	Infill all demoed walls with water-resistant product (Owner approved submittal - e.g., Durock, Wonder Board, etc.). Patch and patch ready for painting walls at demoed scars and wall board joints. Ensure transition to adjacent wall board is seamless.	\$66,216.00	Pool will have to be drained. All work will need to be completed during business hrs. This portion of the work will take approximately 9 days	\$ 27,500.00	Includes delivery, labor, materials. Priced for green board.	
6	All new wall installations and all other repaired wall areas apply one (1) coat of moisture-resistant (mold / mildew) primer and apply two (2) coats of high-performance epoxy paint, mildew resistance (match existing).	\$ 87,630.00	Pool will have to be drained. All work will need to be completed during business hrs. This portion of the work will take approximately 14 days	\$ 22,500.00		
		\$ 299,767.00		\$ 117,860.70		
ADD ALTERNATES			Total Cost	Contractor Comments	Total Cost	Contractor Comments
AA1	Remove minor corrosion and refinish fire sprinkler piping.	\$66,316.00	Includes scaffolding pricing.	\$ -		
AA2	Clean the PDU where biofilms have developed.	\$9,463.20	This bid assumes a hand cleaning of all reachable surfaces within	\$ -		
		\$ -		\$ -		

Work Outside Base and Add Alternates Above

UNIT COSTS ITEMS	Cost Per Unit	Contractor Comments	Cost Per Unit	Contractor Comments
1 Demo wall per SF	\$ 5.20		\$ 17.44	Requested reconciliation with base bid costs.
2 Install plastic vapor barrier per SF	NA		\$ -2.25	N/A
3 Moisture damaged wall surface scrap, skim and prep per SF	\$ 4.42		\$ 7.00	
4	\$ -		\$ -	
5	\$ -		\$ -	
6	\$ -		\$ -	

Labor Class	\$ Per Hr	Contractor Comments	\$ Per Hr	Contractor Comments
1 Crew Supervisor	\$ 118.65		\$ 111.06	
2 Painter	\$ 58.00		\$ 125.56	Requested review - very high.
3 Drywaller	\$ 49.00		\$ 104.16	Requested review - very high.
4 Laborer	\$ 42.00		\$ 100.99	Requested review - very high.
5	\$ -		\$ -	
6	\$ -		\$ -	
7	\$ -		\$ -	
8	\$ -		\$ -	

Material Markup %	20%	**5% if left blank	10%	**5% if left blank
O&P %	20%	**0% if left blank	15%	**0% if left blank
All other costs to complete this project.	\$ -	**describe**	\$ -	**describe**

**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 municipal corporation (the “Town”) and _____, a _____ (“Contractor”) (collectively, the “Parties”).

RECITALS

WHEREAS, the Town desires to engage the services of Contractor and Contractor 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 municipal corporation located in Johnstown, Colorado.

1.02 Contractor. Contractor is a private, independent business entity who will exercise discretion and judgment of an independent contractor in the performance and exercise of its rights and obligations under this Agreement.

SECTION 2: SERVICES, COMPENSATION AND TERM

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

2.02 Compensation. In consideration of Contractor’s performance of the Services contemplated herein, the Town agrees to pay Contractor the compensation set forth on Exhibit A. Contractor 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 Contractor 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 Contractor of the dispute. Upon delivery of notice, the Town and Contractor shall promptly endeavor to resolve such dispute.

2.03 Expenses: Contractor 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 [REDACTED], and shall not extend beyond that date absent the written approval of the Town.

SECTION 3: OPERATIONS

3.01 Contractor Status. Contractor avers that it has the background, expertise and education to provide the Services. Contractor shall be responsible for the proper performance of the Services in accordance with the terms hereof. Contractor 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, Contractor shall provide the Services in accordance with the timeline requested by the Town

SECTION 4: INSURANCE AND INDEMNITY PROVISIONS

4.01 Insurance.

A. Contractor understands and agrees that Contractor 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, Contractor 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 Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the Services. In the event that Contractor's insurance does not cover non-owned automobiles, the requirements of this paragraph shall be met by each employee of Contractor 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. Contractor 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 Contractor 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 insurance, the Town shall be listed as an additional insured party on Contractor's insurance policies.

C. A certificate of insurance shall be completed by Contractor'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 materially changed 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. Contractor assumes full responsibility for any and all damages caused by Contractor's exercise of its activities, or failures to act, under this Agreement. Contractor agrees that it will at all times protect, defend, indemnify and hold harmless the Town, its elected officials, employees, agents, 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 arising from or resulting in any manner from the actions or failures to act of Contractor or any invitees, guests, agents, employees or subcontractors of Contractor, whether brought by any of such persons or any other person.

SECTION 5: TERMINATION

5.01 Termination. The Town may terminate this Agreement, with or without cause, by providing twenty (20) days prior written notice to Contractor. 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 Contractor effective immediately.

SECTION 6: INDEPENDENT CONTRACTOR

6.01 Independent Contractor. Contractor understands and agrees that Contractor is an independent contractor and not an employee of the Town. The Town shall not provide benefits of any kind to Contractor. The Town shall not be responsible for withholding any portion of Contractor's compensation for the payment of Federal Insurance Contributions Act (FICA) tax, workers' compensation, or other taxes or benefits. **CONTRACTOR IS NOT ENTITLED TO UNEMPLOYMENT COMPENSATION COVERAGE FROM THE TOWN. CONTRACTOR 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, Contractor 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”) return receipt or written acknowledgment requested and received. 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 acknowledgment of receipt by the intended recipient. 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: Matt LeCerf
 Town Manager
 450 S. Parish Avenue
 P.O. Box 609
 Johnstown, CO 80534
 Email: mlecerf@johnstownco.gov

TO CONTRACTOR:
 []
 Email: _____

SECTION 8: MISCELLANEOUS

8.01 Time. Time is of the essence of this Agreement and of each covenant hereof.

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, Contractor shall comply with all applicable laws, rules and regulations, and the directives or instructions issued by the Town or its designated representatives.

8.04 Assignment; Third Party Rights. Contractor 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 Contractor is one of employment rather than independent contractor, 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 Contractor in the performance by Contractor 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 Contractor 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 Entire Agreement. The provisions of this Agreement represent the entire and integrated agreement between the Town and Contractor and supersede all prior negotiations, representations and agreements, whether written or oral.

8.13 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.

8.14 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.

8.15 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 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.

8.19 Right to Injunction. The Parties hereto acknowledge that the Services to be rendered by Contractor and the rights and privileges granted to the Town under the Agreement are of a special, unique, unusual and extraordinary character which gives them a peculiar value, the loss of which may not be reasonably or adequately compensated by damages in any action at law, and the breach by Contractor of any of the provisions of this Agreement may cause the Town irreparable injury and damage. Contractor agrees that the Town, in addition to other relief at law, shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by Contractor.

[Remainder of page intentionally left blank.]

**EXHIBIT A
SERVICES**



Town of Johnstown

Building Permit Statistics JUNE 2023

Single Family Residential	Commercial
Current Month: 16 Issued ytd: 137	*New Building Issued ytd 9

Duplex	3-plex	4-plex	5-plex	Apartment Bldgs	3
1	7	3			

Other Residential (basements/alterations/additions)	Other Commercial * (tenant finish/alterations/additions)
Issued ytd 184	Issued ytd 19

Fees collected at permit issuance	Residential YTD	Commercial YTD
Construction Valuation	(\$42,958,027)	(\$71,359,819)
Building permit fees	\$475,124	\$297,772
F&F or <u>F&F Credit</u>	\$0	\$0
Paving	\$0	\$0
Water Upgrade	\$0	\$0
Water & Sewer Reimbursement	\$0	\$0
Raw Water Development Fee	\$566,802	\$171,130
Water Meter	\$63,375	\$8,475
Water Tap	\$803,751	\$239,036
Sewer Tap	\$718,008	\$88,403
Regional Sewer Development fees	\$712,500	\$275,500
Sewer Inspection Fee	\$14,400	\$2,500
Park	\$68,000	\$4,000
Use Tax	\$737,403	\$694,172
Larimer Use Tax	\$25,456	\$28,691
Open Space Impact Fee	\$164,105	\$282,240
Library Impact Fee	\$157,779	\$271,404
Public Facilities Impact Fee	\$218,408	\$480,674
Police Facilities Impact Fee	\$99,416	\$250,917
Transportation Facilities Impact Fee	\$379,697	\$1,248,952
402 Interchange Fee	\$8,490	\$3,100
High Plains Blvd Reimbursement Fee	\$23,805	\$0
School District Fee	(\$105,698)	N/A
TOTAL FEES (YTD)	\$5,130,821	\$4,346,966

The Community That Cares

www.TownofJohnstown.com

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

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

Single family, duplex, 3-plex, 4-plex, 5-plex						
Year	Issued	Month avg		Year	Issued	Month avg
*1961 - 90	165	0.0		2016	132	11.00
1991	2	0.17		2017	140	11.67
1992	5	0.42		2018	126	10.50
1993	7	0.75		2019	87	7.25
1994	47	3.92		2020	108	9.75
1995	106	8.83		2021	184	15.33
1996	145	12.00		2022	446	37.16
1997	143	11.92		2023	137	22.83
1998	175	14.58				
1999	145	12.08		TOTAL	5676	
2000	134	11.92				
2001	152	12.67				
2002	262	21.92				
2003	284	24.17				
2004	331	27.67				
2005	375	31.33				
2006	180	15.75				
2007	160	133.42				
2008	97	8.00				
2009	89	7.42				
2010	124	10.33				
2011	184	15.34				
2012	310	25.84				
2013	378	31.50				
2014	272	22.67				
2015	162	13.50				

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