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REGULAR MEETING AGENDA

Downtown Development Authority Board of Directors
Town Hall Council Chambers | 450 S. Parish Avenue, Johnstown CO
October 6, 2026, at 4:00 PM

Call To Order and Roll Call

Public Comment

Members of the audience are invited to speak at the meeting. Public Comment is limited to 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.

Approval of Meeting Minutes

Executive Director Comments

Informational/Discussion Items

1. Special Presentation by Public Works Department regarding West Parish Alleyway Project
2. Discussion regarding the Johnstown Downtown Development Association Transition
3. Discussion regarding DDA Attorney & RFP Review
4. Discussion regarding Johnstown Jingle Event on December 6, 2026

Agenda Items

5. Approval of the Recommended 2026-2027 Johnstown Downtown Development Authority Budget to Town Council.
6. Consideration of Trick or Treat Street Event on October 31, 2026
7. Consideration of Employment Agreement between the DDA and Kathryn Monroe for the DDA Executive Director position.

Committee Comments

Board Member Comments

Adjourn

Upcoming Meetings & Events Calendar

8. Trick or Treat Street Event – October 31, 2026 – 10am to 12pm at Downtown Johnstown
9. DDA Regular Board Meeting – November 3, 2026 – 4:00 p.m. at Town Hall 450 S. Parish Avenue Johnstown Co 80534

Public Notice

The public is invited to attend all regular meetings or study sessions of the Johnstown Downtown Development Authority. Please call 970-578-9612 at least 48 hours prior to the meeting if you believe you will need special assistance or any reasonable accommodation in order to attend, or participate in, any such meeting.



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REGULAR MEETING
Downtown Development Authority Board of Directors
Town Hall Council Chambers | 450 S. Parish Avenue, Johnstown CO
September 1, 2026, at 4:00 PM

MINUTES

CALL TO ORDER AND ROLL CALL

At 4:05 PM, Chairperson Melissa Sobeski called the meeting to order.

Roll Call: Chairperson Sobeski, Board Member Morris, Board Member Schlagel, Board Member Grosboll, Board Member Little, and Board Member Waugh.

Absent: Vice Chair Earwood.

PUBLIC COMMENT

No public comment was offered.

APPROVAL OF MEETING MINUTES

Board Member Little moved to approve the previous meeting minutes, and Board Member Morris seconded.

EXECUTIVE DIRECTOR COMMENTS

Interim Director Crosthwaite updated the Board. She explained that the Plan of Development had been sent to Weld County and that the Town was working on an Intergovernmental Agreement (IGA). She reported that the DDA had an RFP out for attorney services and that the Town was considering adding the DDA Board and Executive Director to the Town's liability insurance. Board Member Waugh thanked Sarah Crosthwaite.

INFORMATIONAL/DISCUSSION ITEMS

1. Discussion regarding DDA Budget for 2026 and 2027

Interim Director Crosthwaite introduced Niaomi and Evan from PUMA to present the budget and work plan discussion. Niaomi presented the annual budget and work plan process and explained that the presentation provided estimates for 2026 and 2027.

Evan provided an overview of Tax Increment Financing (TIF) and presented a rough projection of what TIF could look like for the DDA from 2026 through 2030. He highlighted the 2026 and 2027 budget estimates, anticipated TIF revenue, and Town contributions to the DDA.



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Niaomi discussed the Plan of Development and Two-Year Action Plan Framework and then reviewed project ideas for the 2026 budget. Interim Director Crosthwaite discussed opportunities and activities in downtown, including the potential for land to become available near the QLF property; the future availability of the current Public Works facility property; the Reider property, which has been rezoned and is preparing for development; the Uniscope property and the possibility of bringing it into the DDA; a potential partnership with the Town for an ice rink during the November through January period; and the West Parish Alleyway project, which has already been approved by Town Council and could receive additional amenities through the DDA.

Interim Director Crosthwaite noted that, given these opportunities, the new Executive Director should be closely connected with the Town. Niaomi also cautioned that projects could require staff time or outside assistance and that those costs should be considered in the budget.

The Board discussed priorities for 2026. Board Members identified business support, business activation, community engagement, networking events, and the potential ice rink as areas of interest. The Board discussed the importance of engaging both businesses and residents, including through social events, speakers, and meet-and-greet opportunities.

The Board discussed the potential ice rink, including its proposed location at Eddy Park and the fact that it would be outside the DDA district. Board Member Morris asked whether it could be moved to Parish Park. Interim Director Crosthwaite said she would check with Public Works Director Tim Hoos about whether the location could be moved. The Board discussed the potential for related festivities and for the ice rink to create a social space and demonstrate a partnership between the DDA and the Town.

Niaomi (Puma) then moved to the 2027 budget. Board Member Little asked about incentives for businesses to remain open later. Interim Director Crosthwaite explained that the Town has a retail activation program that addresses this concept and that the DDA could utilize that existing program to create one for the downtown area specifically.

The Board discussed potential projects to carry forward from 2026 into 2027, including historical inventory, sidewalk improvements, and the possibility of using pavers. Niaomi cautioned the Board to be mindful of large projects during the DDA's initial funding period. Board Member Grosboll expressed a desire to keep the downtown lights operating.

The Board conducted a prioritization exercise for the draft 2026 and 2027 budgets. For 2026, Item 1 received 5 votes, Item 2 received 3 votes, Item 3 (ice rink) was placed on hold, Item 4



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received 32 votes, and Item 5 received 2 votes. For 2027, Item 1 received 5 votes, Item 2 received 3 votes, Item 3 received 1 vote, Item 4 received 1 vote, Item 5 received 5 votes, and Item 6 received 3 votes.

Niaomi explained that a memo and work plan would be prepared based on the discussion and prioritization exercise.

The Board recessed at 4:55 PM and reconvened at 5:02 PM.

2. Special Presentation by Heather Utrata

Interim Director Crosthwaite introduced Heather Utrata and explained that the Board would have an opportunity to ask questions after the presentation. Ms. Utrata presented her plan for the DDA's first year.

3. Special Presentation by Katie Monroe

Interim Director Crosthwaite introduced Katie Monroe and explained that the Board would have an opportunity to ask questions after the presentation. Ms. Monroe presented her plan for the DDA's first year.

EXECUTIVE SESSION

Chairperson Sobeski called for a motion to convene in executive session pursuant to C.R.S. Section 24-6-402(4)(e) regarding the Executive Director Position and Employment Contract. Board Member Grosboll moved, and Board Member Waugh seconded. The motion passed unanimously at 5:43 PM.

The executive session concluded at 6:43 PM.

AGENDA ITEMS

5. Motion regarding Executive Director Position

After the executive session, Board Member Little moved to extend an offer to Katie Monroe for the Executive Director position. Board Member Morris seconded the motion.

6. Motion regarding Bank of Colorado Account Signers

Interim Director Crosthwaite reported that the DDA's Bank of Colorado account had been created and that the Board had reviewed the recommended account signers and deposit arrangement. The Board discussed the proposed \$10,000 deposit into the savings account. Board Member Schlagel asked why \$10,000 was being placed in savings, and Interim Director Crosthwaite explained that the amount had been determined as an initial allocation. Board



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Member Little asked about the savings account interest rate, and Interim Director Crosthwaite stated it was 0.5%.

Board Member Little moved, and Board Member Waugh seconded, to approve the recommended account signers and deposit \$10,000 into the savings account. Upon vote, motion passed unanimously.

COMMITTEE COMMENTS

No committee comments were offered.

BOARD MEMBER COMMENTS

Chairperson Sobeski expressed general thanks.

ADJOURNMENT

There being no further business for the Downtown Development Authority, Board Member Morris moved to adjourn the meeting. Board Member Waugh seconded the motion. The motion passed unanimously. The meeting adjourned at 6:48 PM.

Approved by the Downtown Development Authority Board:

Melissa Sobeski, Board Chair

Attest:

Sarah Crosthwaite, Interim Executive Director



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Downtown Development Authority Board Agenda Item Overview

Agenda Date:	October 6, 2026
Subject:	Johnstown Downtown Development Association Transition
Attachments:	1. Johnstown Downtown Development Association September 22, 2026 Meeting Minutes 2. Johnstown Downtown Development Association Statement of Financial Position
Presented by:	Sarah Crosthwaite, Interim Executive Director

Agenda Item Overview:

Enclosed for review and consideration is information regarding the transition of the Johnstown Downtown Development Association (JDDA) to the Johnstown Downtown Development Authority (DDA).

At its September 22, 2026, meeting, the JDDA Board approved several motions related to the transition, including:

- Transfer all remaining JDDA funds to the DDA and close the JDDA's existing First National Bank of Omaha (FNBO) account.
- Terminate the agreement between the JDDA and the Town of Johnstown.
- Designate the Interim Executive Director to oversee the transition of the JDDA's accounts, records, assets, and contracts.
- Transition governance of the existing JDDA Board of Directors to the DDA Board of Directors.

With the DDA now responsible for overseeing the JDDA 501(c)(6) organization during the transition, DDA staff is requesting Board direction on the following outstanding contracts and accounts.

Contracts to Continue or Reevaluate

Rocky Mountain Accounting – Accounting Services

- The JDDA currently contracts with Rocky Mountain Accounting (RMA) for accounting services at a cost of \$410 per month.
- The DDA will continue to need accounting services for the remainder of 2026.
- Continue the existing RMA contract through the end of 2026.



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- Direct the Executive Director to obtain quotes from other accounting firms for 2027 services for the Board's consideration.

Frontier Self Storage – Storage Unit

- The JDDA currently leases a storage unit at Frontier Self Storage at a cost of \$80 per month.
- DDA staff has not yet inventoried the contents of the unit; however, it is anticipated that the items will need to remain in storage as part of the transition.
- Continue the storage unit at this time.
- Staff will inventory the contents and return to the Board with a recommendation regarding whether the unit should be maintained or discontinued.

Accounts to Update

Canva

- The JDDA currently maintains a Canva account at a cost of \$30 per month.
- The plan renews on October 12, 2026.
- Update the billing information to the DDA and continue the account.

WIX

- The JDDA currently maintains a WIX account at a cost of \$588 annually.
- The plan renews on October 15, 2026.
- Update the billing information to the DDA and continue the account.

Accounts to Cancel or Close

GoDaddy

- The JDDA currently maintains its domain through GoDaddy.
- Transfer the JDDA domain to WIX.
- Cancel the GoDaddy account once the domain transfer has been successfully completed.

JDDA Gmail Account

- The JDDA maintains a Gmail account containing historical emails, records, and files.
- Preserve and transfer all necessary emails, records, and files.
- Close the JDDA Gmail account once all necessary information has been preserved.

Staff has also been working to update the JDDA's existing social media accounts, including Instagram and Facebook. Staff recommends retaining these accounts due to their existing recognition and following while updating the account ownership, branding, and content to reflect the JDDA's current role and a more professional look and feel.



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The JDDA should also establish a social media policy outlining how the accounts will be managed, including content standards, posting responsibilities, user engagement, and the handling of comments and messages. Staff also recommends engaging with legal counsel to determine whether prior posts, comments, and messages may be deleted or otherwise managed as part of the transition. This review will help ensure that any changes to historical content are consistent with applicable public records, records retention, and other legal requirements.

Financial Impact:

The proposed 2026–2027 budget includes funding with Admin which should cover the projected costs.

Legal Review:

N/A

Plan of Development Alignment:

Immediate Strategy/ Start-up: Focusing on JDDA (association) wind-down and transition to the DDA tasks.

Staff Recommendation:

Staff is requesting Board direction regarding the continuation, updating, and cancellation of the JDDA's existing contracts and accounts as part of the transition to the DDA. Board direction will allow staff to proceed with the necessary account and contract changes, complete the transition of the JDDA's remaining operations, and ensure appropriate services and records are maintained during the transition.

EXECUTIVE BOARD MEETING
Johnstown Downtown Development Association Board of Directors
Town Hall Council Conference Room | 450 S. Parish Avenue, Johnstown CO
September 22nd, 2026, at 11:30 AM

MINUTES

CALL TO ORDER AND ROLL CALL

President Grosboll called the meeting to order and conducted roll call. The following were present:

Sarah Grosboll
Austin Foss
Larry Williams
Ken Mickelson
Sarah Crosthwaite
Christopher Jackson

AGENDA ITEMS

A. Approval of Agenda

President Grosboll moved to approve the agenda. Upon vote, the motion passed unanimously.

B. Approval of Previous Meeting Minutes

President Grosboll moved to approve the previous month's minutes. Upon vote, the motion passed unanimously.

C. Treasurer's Report

As of September 19, 2026, the Johnstown Downtown Development Association reported \$36,963.23 in total cash and bank accounts. Total assets were \$37,788.00, with total liabilities of \$366.96.

The Town of Johnstown will issue two reimbursement payments to the JDDA, totaling \$18,006.47. The payments will be issued in the amounts of \$16,517.66 and \$1,488.81 and are expected to be deposited and cleared by the end of October.

The financial reports for the period ending September 19, 2026 was received by the Board.

D. Town Update

No Town Update was provided.

E. Old Business

President Grosboll moved to Old Business. The Board held a general discussion regarding the recent Fall Fest event. The Board discussed the overall success of the event and noted that it was the last event that the Johnstown Downtown Development Association (JDDA) would personally manage.

F. New Business

President Grosboll moved to New Business.

1. MOTION TO CLOSE FNBO BANK ACCOUNT AND TRANSFER FUNDS

President Grosboll entertained a motion that the Johnstown Downtown Development Association (JDDA) Board authorize the closure of the Association's bank account maintained at First National Bank of Omaha (FNBO) and authorize the transfer of all remaining funds in the account, following the payment or resolution of any outstanding obligations, to the Johnstown Downtown Development Authority (JDDA), to be held and administered by the Authority in accordance with its governing documents and applicable law.

Furthermore, the appropriate officers of the Association be authorized to execute any documents and take any actions necessary to close the FNBO account and complete the transfer of funds to the Johnstown Downtown Development Authority.

Motion by Board Member Williams and seconded by Board Member Foss. Upon vote, the motion passed unanimously.

2. MOTION TO APPROVE TERMINATION OF AGREEMENT CONCERNING ECONOMIC DEVELOPMENT

President Grosboll entertained a motion that the Johnstown Downtown Development Association (JDDA) Board provide written notice of termination of the Agreement Concerning Economic Development between the Town of Johnstown and the Johnstown Downtown Development Association, with termination effective October 1, 2026, and authorize the appropriate officer of the JDDA to execute and deliver the notice to the Town of Johnstown.

Furthermore, that the Board authorizes any necessary administrative actions to effectuate the termination of the Agreement Concerning Economic Development effective October 1, 2026.

Motion by Board Member Williams and seconded by Board Member Mickelson. Upon vote, the motion passed unanimously.

3. MOTION DESIGNATING INTERIM EXECUTIVE DIRECTOR TO OVERSEE JDDA TRANSITION

President Grosboll entertained a motion that the Johnstown Downtown Development Association (JDDA) Board designate the Interim Executive Director of the Johnstown Downtown Development Authority as the responsible person to oversee and coordinate the transition of the Johnstown Downtown Development Association, including the transfer of its operations, records, assets, accounts, contracts, and other organizational matters to the Johnstown Downtown Development Authority.

Furthermore, that the Interim Executive Director be authorized to coordinate with the Town of Johnstown, financial institutions, professional service providers, and other necessary parties and to take such administrative actions as are reasonably necessary to effectuate the transition, subject to applicable law, the Association's governing documents, and direction of the Board.

Motion by Board Member Mickelson and seconded by Board Member Foss. Upon vote, the motion passed unanimously.

4. MOTION TO TRANSITION GOVERNANCE AND MANAGEMENT

President Grosboll entertained a motion that the Board of Directors of the [501(c)(6) Name] approve the transition of the organization's governance and management structure to the Johnstown Downtown Development Authority ("JDDA"), effective [date], subject to and consistent with the organization's Articles of Incorporation, Bylaws, applicable law, and any required approvals.

Motion by Board Member Foss and seconded by Board Member Grosboll. Upon vote, the motion passed unanimously.

ADJOURNMENT

President Grosboll adjourned the meeting.

Approved by the Johnstown Downtown Development Association Board

Johnstown Downtown Development Association

Informational/Discussion Item 2

Statement of Financial Position
As of Sep 19, 2026

	Total
Assets	
Current Assets	
Bank Accounts	
General Fund	36,499.73
Petty Cash	463.50
Total for Bank Accounts	\$36,963.23
Accounts Receivable	
Accounts Receivable (A/R)	0.00
Total for Accounts Receivable	\$0.00
Other Current Assets	
Undeposited Funds	0.00
Total for Other Current Assets	\$0.00
Total for Current Assets	\$36,963.23
Fixed Assets	
Furniture and Equipment	\$1,092.77
Accumulated	-268.00
Total for Furniture and Equipment	\$824.77
Total for Fixed Assets	\$824.77
Total for Assets	\$37,788.00
Liabilities and Equity	
Liabilities	
Current Liabilities	
Credit Cards	
FNBO CREDIT CARD 1366	366.96
Total for Credit Cards	\$366.96
Other Current Liabilities	
BBQ Days holding account	0.00
Tips	0.00
Total for Other Current Liabilities	\$0.00
Total for Current Liabilities	\$366.96
Total for Liabilities	\$366.96
Equity	
Retained Earnings	25,935.56
Net Revenue	11,485.48
Total for Equity	\$37,421.04
Total for Liabilities and Equity	\$37,788.00



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Downtown Development Authority Board Agenda Item Overview

Agenda Date:	October 6, 2026
Subject:	DDA Attorney & RFP Review
Attachments:	1. Request For Proposals & Addendum Regarding Johnstown DDA Attorney 2. Brownstein Hyatt Farber Schrek RFP 3. JJ & L Ventures RFP 4. Lyons Gaddis RFP 5. Michow Guckenberger McAskin RFP
Presented by:	Sarah Crosthwaite, Interim Executive Director

Agenda Item Overview:

Enclosed for review and consideration are the proposals received in response to the Johnstown Downtown Development Authority's (DDA) Request for Proposals (RFP) for legal counsel services. The purpose of the RFP was to identify a qualified law firm to provide ongoing legal counsel and advice to the DDA as it establishes its operations and begins implementing its programs and initiatives.

The RFP identified the following primary areas of legal services:

- General Counsel & Governance
- Statutory & Regulatory Compliance
- Tax Increment Financing (TIF) and Public Finance
- Real Estate & Development
- Contracts & Risk Management
- Claims & Litigation
- Town & Intergovernmental Coordination

Additionally, the DDA does not anticipate that the selected attorney will need to attend every regular Board meeting. Legal counsel would be requested to attend meetings on an as-needed basis depending on the complexity and legal nature of matters before the Board. The selected firm is also expected to be reasonably accessible to the Executive Director and Board Chair for routine legal questions and provide timely legal advice and document review as needed.



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For context, DDA staff issued the RFP on August 13, 2026, with proposals due by 5:00 p.m. on September 14, 2026.

A total of four proposals were received. Three proposals were submitted by the stated deadline. One additional proposal was received on September 21, 2026, after the deadline. DDA staff notified the firm that the proposal would be accepted for consideration; however, the DDA Board will determine whether the late proposal should be included in the Board's review and selection process.

The firms that submitted proposals and their proposed fee structures are summarized below.

Firm Name	Primary Legal Contact	Fee Structure	Submittal Date
Brownstein Hyatt Farber Schrek, LLP	Carolynne C. White	\$600/Hour for each attorney profiled; No Billback rates	On-Time
JJ & L Ventures, LLC	George Hypolite	Primary Contact \$350/Hour; Staff/Paralegal \$120/Hour; No Billback rates	On-Time
Lyons Gaddis, P.C.	James Godbold	Primary Contact and Shareholders/Senior Attorneys \$350/Hour; Associates \$300/Hour; Paralegals \$175/Hour; Billback rates varied \$425-\$175/Hour	Submitted 09/21/26
Michow Guckenberger McAskin LLP	Marcus McAskin	Primary Contact \$285/Hour; Partners \$280/Hour; Of Counsel/Senior/Associated \$280-\$200/Hour; Paralegal \$125/Hour; Billback rates varied \$315-\$145/Hour	On-Time

**Billback rate: The hourly rate charged by the DDA's attorney for legal services that may be billed back to a third-party applicant, developer, or other party responsible for the associated costs.*

Given the importance of establishing legal counsel early in the DDA's operations, it is recommended that the Board use a two-step interview process that allows for meaningful evaluation of the firms while keeping the process efficient. Below is an outline of the potential two-step interview process.



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Timing	Action
October 6, 2026 (DDA Board Meeting)	Board reviews proposals and selects 2–3 firms for 1 st round interviews; determines whether to include the late proposal
Early to Mid-October 2026	Conduct 1 st round interviews and identify 1–2 finalists for full Board consideration
Early November 2026 (Preferably work session)	Full Board meets with finalist(s) and advises on preferred legal counsel
December 1, 2026 (DDA Board Meeting)	Finalize agreement and execute contract with selected firm

This process provides the Board with an opportunity to evaluate the firms beyond the written proposals while allowing the DDA to establish a legal counsel relationship before entering 2027 and beginning to take on additional programs, projects, contracts, and other legal matters.

The Executive Director will coordinate the process, assist the Board with scheduling and communications, participate in the interviews, and provide feedback and recommendations to the Board. The final selection and authorization to enter into an agreement will remain with the DDA Board.

Financial Impact:

The proposed 2026-2027 budget has funds budgeted for on-call, as needed legal counsel.

Legal Review:

N/A

Plan of Development Alignment:

Immediate Strategy/ Start-up: Focusing on administrative and legal requirements for start-up.

Staff Recommendation:

Staff recommend selecting 2-3 firms to move forward in an interview process and identifying which boards members wish to be part of the 1st round of interviews.



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**REQUEST FOR PROPOSALS
DDA ATTORNEY**

JOHNSTOWN DOWNTOWN DEVELOPMENT AUTHORITY

Issued:
August 13, 2026

Deadline for Proposals:
September 14, 2026
5:00 P.M. Mountain Time (MT)



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1. Introduction

The Johnstown Downtown Development Authority (“JDDA” or “Authority”) is seeking written proposals from qualified law firms to provide legal services under contract. The selected firm will serve as legal counsel to the JDDA and provide legal guidance, advice, document review, and representation as needed to support the Authority’s operations, programs, and initiatives.

The JDDA seeks a firm with experience in Colorado public entity law, downtown development authorities, economic development organizations, land use, real estate transactions, public finance tools, contracts, governance, and other legal matters relevant to the operation of a Downtown Development Authority.

The selected firm will provide responsive legal services to the JDDA Board of Directors, Executive Director, and staff, as needed. The selected attorney is not expected to attend every JDDA Board meeting but shall be available to attend meetings, provide legal opinions, and advise the Authority when requested.

2. Background

The JDDA was established to support the revitalization, redevelopment, and continued economic growth of Downtown Johnstown. The JDDA was created following a voter-approved Downtown Development Authority municipal election held in April 2026.

The Authority operates pursuant to the Colorado Downtown Development Authority Act and serves as a public entity focused on implementing projects, programs, and initiatives that enhance downtown vitality, encourage private investment, improve public infrastructure, support local businesses, and create a more vibrant and connected downtown district.

The JDDA’s boundaries encompass the historic downtown area of Parish Avenue with future inclusion areas identified for development opportunities. The Authority’s work is guided by its adopted Plan of Development (expected adoption in late August), which identifies strategies related to downtown improvements, business support, redevelopment, placemaking, public improvements, and economic development.

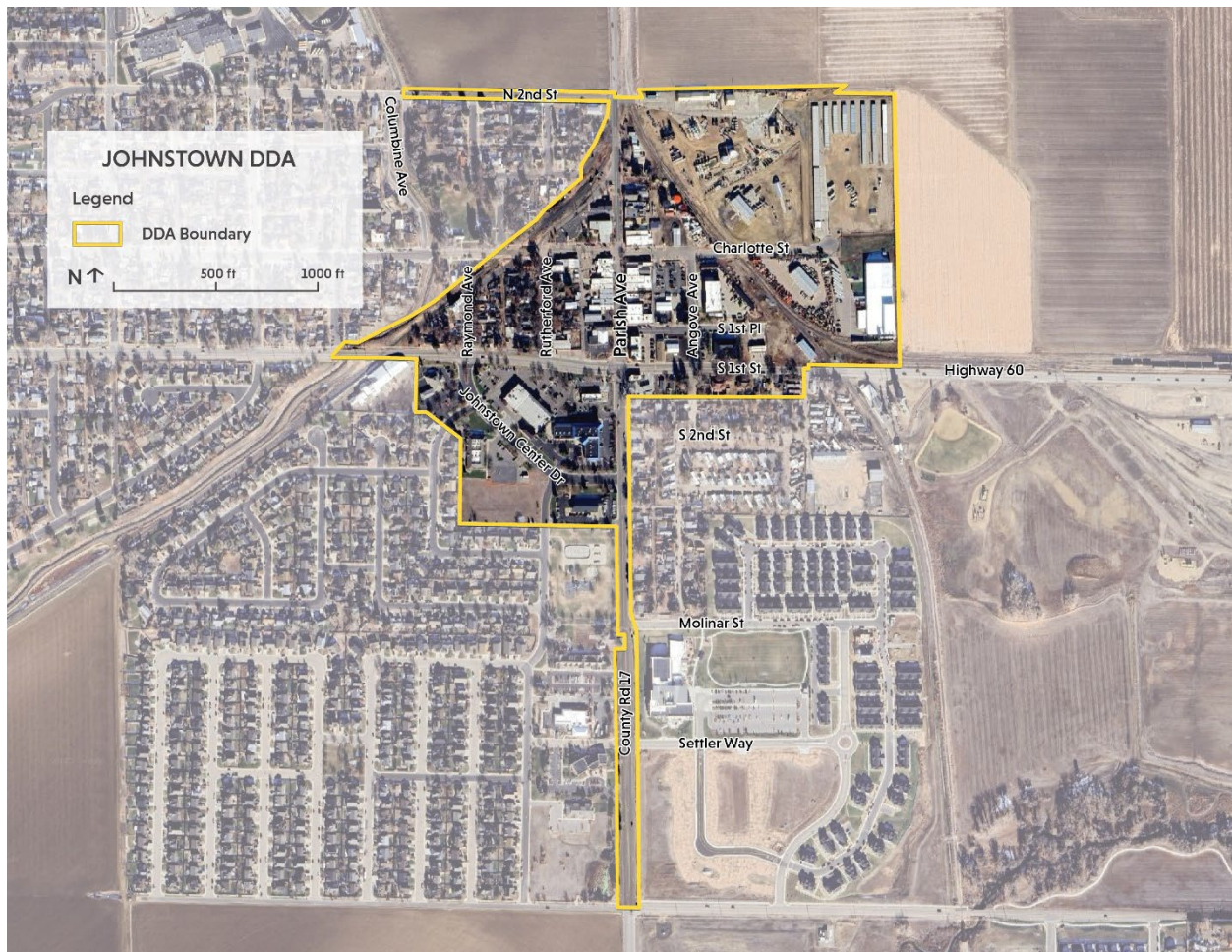
The JDDA operates with a volunteer Board of Directors and a paid full-time Executive Director responsible for managing the day-to-day operations of the Authority. Currently Town Staff are



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managing the day-to-day operations of the Authority. A permanent Executive Director is expected to be hired by October. The JDDA works collaboratively with the Town of Johnstown but functions as a separate legal entity with independent responsibilities, governance, and decision-making authority.

3. DDA Boundary



4. Scope of Legal Services

The selected firm is expected to provide the services outlined below:



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- **General Counsel and Governance:** Advise the JDDA Board and staff regarding the Authority's powers, duties, responsibilities, and limitations; governance, ethics, conflicts of interest, fiduciary responsibilities, and other legal obligations; and review or draft bylaws, policies, resolutions, agreements, notices, and other legal documents.
- **Statutory and Regulatory Compliance:** Provide guidance regarding applicable Colorado laws and regulations, including the Colorado Open Meetings Law (COML), Colorado Open Records Act (CORA), records retention, JDDA elections and appointments, and other statutory requirements. Advise the JDDA regarding relevant changes in legislation, regulations, and case law.
- **Tax Increment Financing and Public Finance:** Provide legal advice regarding Tax Increment Financing (TIF), the use of tax increment revenues, financing agreements, and other public finance tools available to the JDDA. Review financing documents and coordinate with bond counsel, financial advisors, accountants, and other professionals as appropriate.
- **Real Estate and Development:** Provide legal counsel regarding the acquisition, disposition, lease, use, and development of JDDA property, including due diligence, title and easement matters, purchase and sale agreements, leases, development agreements, licenses, and public-private partnerships.
- **Contracts and Risk Management:** Review and advise on contracts and agreements, including provisions related to indemnification, insurance, liability, default, termination, and other legal or risk considerations.
- **Claims and Litigation:** Advise regarding threatened or pending claims, disputes, and litigation involving the JDDA and, when appropriate, represent the JDDA or coordinate with specialized outside counsel.
- **Town and Intergovernmental Coordination:** Advise regarding the legal relationship between the JDDA, the Town of Johnstown, and other governmental or quasi-governmental entities.

The JDDA does not anticipate requiring the selected attorney to attend every regular Board meeting. Attendance will be requested on an as-needed basis depending on the complexity and legal nature of matters before the Board. The selected firm should be reasonably accessible to the Executive Director and Board Chair for routine legal questions and provide timely legal advice and document review as requested. The firm may also be asked to participate in Board orientation, training, or special meetings when appropriate.

5. Qualifications



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Responding firms are expected to demonstrate:

- At least five (5) years of experience providing legal services to Colorado municipalities, downtown development authorities, urban renewal authorities, or similar public entities.
- Experience with downtown development authorities, urban renewal, Tax Increment Financing (TIF), public-private partnerships, and other public development tools.
- Demonstrated expertise in Colorado municipal law, real estate and land use law, public finance, and economic or community development.
- An individual attorney or team with sufficient capacity to provide responsive and timely legal services to the JDDA. If the firm proposes a team, please identify the attorney who will serve as the JDDA's primary point of contact and the roles of other attorneys who may support the engagement.

6. Proposal Requirements & Submission Instructions

Proposals must be no more than 15 pages and submitted in PDF format. The following must be included:

1. Cover letter summary of the firms interest.
2. Firm qualifications and experience, please include:
 - a. Description of relevant experience.
 - b. Identification of attorney(s) who will serve the JDDA with resume.
3. Approach to Service Delivery
 - a. Availability for meetings and consultation.
 - b. Proposed communication protocols.
 - c. Expectations related to response times for routine and urgent matters as requested.
 - d. Describe your philosophy regarding risk management, litigation, and practical problem solving.
 - e. Conflict-of-interest checks and procedures.
4. Fee Structure
 - a. Proposed hourly rates for Attorneys and Staff.
 - i. If billing rates are separate for in-house work vs. external (billback) work, please indicate rates separately.
 - b. Billing policies (increments, travel, meeting attendance, etc.).
5. Professional Liability and Insurance
 - a. Provide the name of your professional liability, insurance carriers, and insurance limits on each policy.



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6. Client References

- a. At least three public entity clients (current or past), preferably in Colorado and a special district (i.e. DDA, URA)

Submissions shall be delivered via e-mail to Sarah Crosthwaite, Economic Development Director, at scrosthwaite@johnstownco.gov. **The deadline for submissions is 5:00 PM, MT, on Monday September 14, 2026.**

7. Questions

All questions should be submitted via e-mail to: Sarah Crosthwaite, Economic Development Director, scrosthwaite@johnstownco.gov not later than Monday, August 31, 2026, at 5:00 PM, MT.

Questions will be answered through a single posted addendum on Thursday, September 3, 2026, by 5:00 PM, MT, on the Town's website landing page for RFPs and Bids: <https://johnstownco.gov/bids.aspx>. Those who submit questions will also receive the complete addendum directly by email on Thursday, September 3, 2026.

8. Evaluation Criteria

Proposals will be evaluated based on the following criteria:

- Relevant experience providing legal services to Colorado municipalities, downtown development authorities, urban renewal authorities, or similar public entities.
- Experience with JDDA law, Tax Increment Financing (TIF), real estate, land use, public finance, and redevelopment.
- Qualifications and experience of the proposed attorney(s), including their ability to provide practical legal guidance to the JDDA Board and staff.
- Responsiveness, availability, and overall approach to providing as-needed legal services.
- Understanding of the JDDA's role, responsibilities, and relationship with the Town of Johnstown.
- Cost and fee structure.

The JDDA Board and Staff will independently evaluate the submitted proposals and determine which firm best meets the needs and objectives of the JDDA. The JDDA reserves the right to



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interview firms, request additional information, and select the firm it determines to be in the best interest of the JDDA.

9. General Provisions

- The JDDA reserves the right to reject any or all proposals and to waive minor irregularities or informalities in any proposal.
- The JDDA may request interviews, additional information, or clarification from firms as part of the evaluation process.
- All proposal materials submitted to the JDDA become the property of the JDDA and may be subject to public disclosure pursuant to the Colorado Open Records Act (CORA). Respondents should clearly identify any portions of their proposal they believe are confidential or exempt from disclosure, as applicable.
- The JDDA Board will have final authority to select the firm that it determines best meets the needs of the JDDA.



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Addendum

Issued September 3, 2026

REQUEST FOR PROPOSALS DDA ATTORNEY

JOHNSTOWN DOWNTOWN DEVELOPMENT AUTHORITY

Issued:

August 13, 2026

Deadline for Proposals:

September 14, 2026

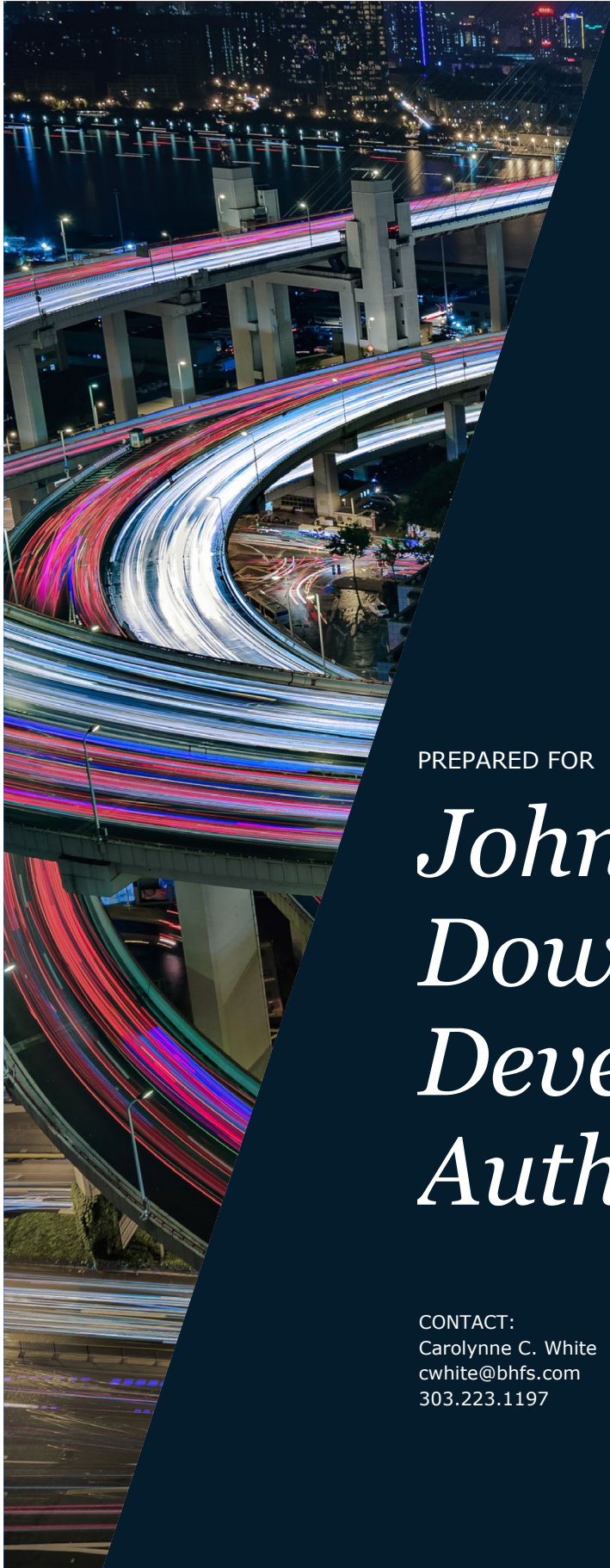
5:00 P.M. Mountain Time (MT)



local grows here
Business

Questions Received:

1. **What is the start/end date for the engagement?**
 - a. **DDA Response:** The engagement does not have a specified start or end date. The DDA Board and selected Attorney will mutually determine the terms of the engagement, including any renewal or termination provisions.
2. **What policies do you have in place regarding attorney use of AI?**
 - a. **DDA Response:** The DDA does not currently have a formal policy governing the use of artificial intelligence (AI) by its Attorney. However, the DDA requests that the Attorney exercise appropriate discretion when using AI platforms or technologies, particularly with respect to confidential, sensitive, or otherwise protected information.



PREPARED FOR

*Johnstown
Downtown
Development
Authority*

CONTACT:

Carolynne C. White
cwhite@bhfs.com
303.223.1197

Carolynne C. White
Shareholder
303.223.1197
cwhite@bhfs.com

**BROWNSTEIN HYATT
FARBER SCHRECK, LLP**

303.223.1100
675 15th Street
Suite 2900
Denver, CO 80202

September 14, 2026

Sarah Crosthwaite
Economic Development Director
Johnstown Downtown Development Authority
450 South Parish Avenue
Johnstown, CO 80534

Dear Ms. Crosthwaite:

Brownstein Hyatt Farber Schreck, LLP (Brownstein) is pleased to submit this proposal to serve as legal counsel to the Johnstown Downtown Development Authority (JDDA). We are excited about the opportunity to support the JDDA as it advances downtown revitalization, redevelopment and economic development initiatives in the Town of Johnstown.

I bring more than 30 years of experience in Colorado real estate, land use, redevelopment, urban renewal, public finance and municipal matters to this engagement, and I will be supported by attorneys Angela Hygh and Nina Sawaya. Together, we will provide the JDDA with a responsive team experienced in public-private partnerships, tax increment financing, municipal governance, real estate transactions and economic development projects.

Brownstein regularly advises municipalities, authorities, special districts and redevelopment entities across Colorado. We understand the unique legal, governance and operational issues facing downtown development authorities and are committed to providing practical, timely and business-oriented counsel that helps organizations achieve their goals while effectively managing risk.

As a multidisciplinary firm with extensive public-sector and redevelopment experience, we offer the depth of resources and accessibility necessary to support the JDDA's evolving needs. I will serve as the Authority's primary point of contact, thus ensuring that the JDDA receives prompt, efficient and cost-effective legal services.

Thank you for your consideration. We appreciate the opportunity to submit our qualifications and look forward to discussing how Brownstein can support the JDDA's mission and long-term success.

Sincerely,

Carolynne C. White

Firm Qualifications and Experience

City of Central

Represent the City of Central with respect to the formation of the City of Central URA and DDA, and now represent the URA with respect to development projects in the City.

Commerce City. Adoption of new plan and ongoing general representation – Mile High Greyhound Park

Represent the Commerce City URA as special counsel, and assisted them with negotiations and board appointments relative to the adoption of a new urban renewal plan for the Mile High Greyhound Park area. This plan includes a 223-unit affordable housing project called the Landing. As primary real estate counsel, we manage their full scope of real estate legal needs. This includes negotiating and drafting development agreements, purchase and sale agreements, easements and dedications of right-of-way related to public projects. We continue to provide Commerce City with ongoing counsel and are currently advising them on the formation of another urban renewal area.

Fort Collins URA

We serve as general counsel to the Fort Collins URA, with a strong focus on real estate. We draft and negotiate all purchase and sale agreements involving URA properties, supporting their active efforts in blight remediation. We also represent them in a loan transaction for 302 Conifer, a 76-unit affordable housing project.

Delta. Adoption of new plan – Downtown

Represent the City of Delta/Delta URA, assisted them with resurrecting a defunct URA and the adoption of a new plan for the downtown area. We advise on the operation and leasing of existing URA properties and the sale of URA properties for redevelopment. We also advised on identifying appropriate boundaries for the condition survey area, provided required notices to property owners and other stakeholders, strategic decisions regarding boundaries for one or more TIF areas, worked with the other taxing bodies to negotiate tax increment sharing and drafted final agreements and plan documents. We continue to represent the Delta URA.

Lyons

We assisted the Town of Lyons in forming the Lyons URA in 2013, and have served as general counsel to the Authority since its formation. We are presently advising them regarding the potential adoption of a new urban renewal plan and are assisting them in

working with other taxing bodies to share information about proposed undertakings and activities of the Authority and projected tax increment revenues. They are currently entering into their first reimbursement agreement with a local grocery business owner to allow for the remodel of the market.

Sterling

We have represented the Sterling URA as its general counsel since 2005. We have assisted Sterling in the adoption of several new urban renewal plans, coordination with other taxing bodies and with the County Assessor regarding calculation of incremental tax revenues, and structuring of accounting in compliance with the statute.

Glendale URA and DDA

Representing the Glendale URA (and subsequently, DDA) as special counsel for implementation of the Glendale 180/Riverwalk project, a 22-acre mixed use entertainment district scheduled to open to the public in 2026. This project represents decades of planning by the City of Glendale and will be an entertainment destination. Brownstein represented the DDA in negotiating a master development agreement with the selected developer as well as coordinating all aspects of project execution, including public and private financing, property acquisition and entitlements. This \$175 million project is financed by TIF, metropolitan district bonds, public improvement fees and private debt and equity.

Craig

Assisted the City of Craig in forming the Craig URA, and adopting two new, post-HB 1348 Urban Renewal Plans. We continue to represent the Craig URA as general urban renewal counsel.

Town of Firestone, Special Counsel, Urban Renewal and DDA Formation

Represent the Urban Renewal Authority and assisted the Town in forming a Downtown Development Authority. Have assisted the Town and URA in negotiating a public private partnership for a significant large-format retail development.

Town of Lochbuie, Special Counsel for Public Private Partnerships

Currently assisting the Town in forming a Downtown Development Authority.



Carolynne C. White, Shareholder
303.223.1197 | cwhite@bhfs.com

Deep relationships with local and state governments. Thrives on helping clients navigate complex redevelopment and urban renewal projects. More than 30 years of real estate law experience.

PRACTICES

State Government Relations; Real Estate; Condominium & Planned Community; Political & Public Law; Natural Resources; Land Use & Development

EDUCATION

M.P.A., M.U.R.P., 2006, University of Colorado at Denver

J.D., 1993, University of Denver Sturm College of Law

B.A., 1987, University of New Mexico

ADMISSIONS

Colorado

U.S. District Court, District of Colorado

U.S. Court of Appeals, Tenth Circuit

U.S. Supreme Court

Challenging, controversial and complicated land use and real estate deals are the cornerstone of Carolynne White's practice. With more than two decades of experience, Carolynne focuses on the zoning and entitlement process as it relates to redevelopment—both infill and urban renewal. She also helps clients identify and manage public financing tools such as tax increment finance, districts and public improvement fees (PIFs). Clients rely on her ability to guide them through multiple regulatory environments, handling all the roadblocks along the way to achieve optimal outcomes.

A champion for her clients throughout all phases of a project, Carolynne utilizes her strong local and state relationships with elected officials and staff statewide to ensure that her clients always have the best information and the opportunity to be heard. She brings creative solutions and is never afraid to try a new strategy. Building her relationships with municipalities since long before she began working at Brownstein, Carolynne served as a staff attorney for the Colorado Municipal League and for the Denver Water Board.

Carolynne applies her passion for problem solving to her leadership roles in a several community and civic organizations. She serves on the board of directors for the Adams County Regional Economic Partnership and Arvada Center for the Arts Humanities.



Angela J. Hygh, Associate
303.223.1143 | ahygh@bhfs.com

With a broad command of real estate and land use law, Angela Hygh guides clients through complicated, controversial deals that span the public and private sectors.

Her experience includes land use, zoning and entitlements, public finance, urban renewal and general real estate work including development, redevelopment, acquisitions, dispositions. Clients rely on Angela's insights to get through development and entitlement processes, including board of adjustment, planning and zoning, affordable housing, and historic designation processes. She

PRACTICES

Real Estate; Land Use & Development

EDUCATION

J.D., 2019, University of Denver Sturm College of Law, Order of the Coif

B.A., 2008, Yale University, cum laude

ADMISSIONS

Colorado

also performs due diligence for all phases of real estate deals, including title and survey, and is experienced in land use litigation, particularly Rule 106 actions. In the area of urban renewal and public finance, some of Angela's other notable experience includes guiding clients through the process of the creation of urban renewal authorities, negotiation of tax increment finance sharing, and approval of urban renewal plans.

Angela was previously a summer associate with Brownstein and was part of one of two winning teams in the 2017 Anti-Defamation League Mountain States Summer Associate Research Program Memo Competition. While in law school, she was the managing editor of the Denver Law Review, an Academic Achievement Program leader and participant in the Tribal Wills Project. Prior to law school, she worked in various teaching positions abroad.



Nina N. Sawaya, Associate

303.223.1257 | nsawaya@bhfs.com

With a focus on close connections and determined problem-solving, Nina Sawaya knows relationships are a priority in her real estate practice. A skilled public speaker and legal researcher, Nina has experience as a real estate listing manager and has a deep working knowledge of the market and industry.

In law school, she was the vice president of the Land Use Law Society and a staff editor on the *Water Law Review*. She was previously a summer associate at the firm, an intern for Justice Maria Berkenkotter with the Colorado Supreme Court and an intern for Judge Charlotte Sweeney with the federal district court in Denver.

PRACTICES

Real Estate

EDUCATION

J.D., 2023, University of Sturm College of Law

B.S.B.A., 2020, University of Colorado Boulder Leeds School of Business

ADMISSIONS

Colorado

Approach to Service Delivery

Availability for Meetings and Consultation

Brownstein understands that the JDDA's legal needs will vary as the organization evolves from its initial formation into a fully operational downtown development authority. Led by Carolynne White, our team is committed to providing accessible, timely legal counsel that supports both the JDDA Board and executive leadership.

We recognize that the JDDA does not anticipate requiring counsel's attendance at every regular board meeting. Accordingly, our approach is to remain readily available for board meetings, work sessions, special meetings, executive consultations, project-specific discussions and other engagements when legal guidance would add value. Carolynne White will serve as the JDDA's primary point of contact and will coordinate the involvement of additional Brownstein attorneys when specialized expertise in public finance, municipal law, economic development, public-private partnerships, real estate transactions, land use or litigation is needed.

Our attorneys regularly advise local governments, authorities, special districts and development entities throughout Colorado and are accustomed to attending meetings in person, virtually or by telephone. We maintain sufficient depth within our team to ensure continuity of service and availability even during periods of significant project activity or time-sensitive matters.

Proposed Communication Protocols

Carolynne White will serve as the JDDA's relationship partner and primary legal contact. The Executive Director, Board Chair or their designees may contact Carolynne directly regarding legal questions, project matters, contract reviews, governance issues or emerging concerns. Carolynne will coordinate responses and, when appropriate, engage other Brownstein attorneys with specific subject matter expertise to provide the most effective and cost-efficient legal support.

Our communication protocols emphasize:

- Direct access to lead counsel without unnecessary administrative layers.
- Prompt acknowledgment of inquiries and clear communication regarding next steps.
- Regular updates on active matters, project milestones and pending legal issues.

- Early identification of risks, deadlines and potential decision points requiring board or staff action.
- Coordination with the Town of Johnstown, consultants, bond counsel, developers and other stakeholders when authorized by the JDDA.
- Practical, business-oriented advice that clearly explains legal considerations and available options.

We strive to communicate in a manner that is concise, actionable and understandable by both legal and non-legal audiences, enabling informed decision-making by the Board and staff.

Expectations Related to Response Times for Routine and Urgent Matters

We are committed to providing timely legal advice that allows the JDDA to maintain momentum on projects, governance matters and redevelopment initiatives.

Our typical service standards are as follows:

- **Routine questions and requests:** acknowledgment within one business day, with substantive responses generally provided within one to three business days depending on complexity.
- **Contract reviews, governance questions and standard legal research requests:** turnaround times established collaboratively based on project schedules and deadlines, with priority given to matters affecting board action or project implementation.
- **Time-sensitive matters:** same-day response whenever practicable.
- **Urgent matters involving public meetings, development deadlines, threatened claims, emergency issues or other critical circumstances:** immediate attention from the lead attorney or another designated Brownstein attorney, with availability outside normal business hours when necessary.
- **Responsible Use of AI and Technology:** Brownstein utilizes emerging technologies, including AI tools, to enhance efficiency, support legal research, analyze documents and improve service delivery where appropriate. Consistent with our professional obligations and firm policies, attorneys exercise appropriate judgment and discretion when using such technologies and do not input confidential, privileged, sensitive or otherwise protected client information into AI platforms except as permitted by applicable law, ethical requirements, client directives and Brownstein's information security protocols. All legal analysis, strategic recommendations and work product

remain subject to attorney review and professional judgment.

Because Brownstein operates as a multidisciplinary firm, the JDDA will benefit from access to a broader legal team capable of responding efficiently when multiple issues arise simultaneously or when specialized expertise is required on short notice.

Philosophy Regarding Risk Management, Litigation, and Practical Problem Solving

Brownstein's philosophy is grounded in proactive risk management, practical problem solving and achieving the JDDA's policy and economic development objectives while protecting the Authority's legal and financial interests.

We believe the most effective legal counsel helps clients anticipate and manage risk before disputes arise. Accordingly, our attorneys work closely with boards, staff, developers, consultants and other stakeholders to identify legal, regulatory, contractual and operational issues early in the decision-making process. We focus on developing practical solutions that balance legal requirements with the JDDA's redevelopment and economic development goals.

When evaluating risk, we seek to provide clear, actionable guidance rather than simply identifying obstacles. Our role is to help the JDDA understand available options, assess potential consequences and implement strategies that reduce exposure while preserving flexibility and project viability.

With respect to disputes and litigation, our preference is to resolve issues efficiently and cost-effectively through negotiation, collaboration and thoughtful problem solving whenever possible. However, we also recognize that certain circumstances require a firm defense of the Authority's interests. In those situations, we provide strategic advice regarding claims management, dispute resolution and litigation, drawing upon Brownstein's extensive litigation capabilities when needed.

Ultimately, our approach is to serve as trusted advisors who combine legal judgment with a practical understanding of public-sector governance, real estate development, land use regulation, public-private partnerships and economic development. We strive to help clients move projects forward, achieve organizational objectives and make informed decisions that withstand legal scrutiny while delivering long-term value to their communities.

Conflicts Checks and Procedures

Conflict checks are conducted through Brownstein's conflicts database prior to the initial interview, before the opening of each new matter, and as additional parties become involved. Brownstein's conflict-checking process is comprehensive and is

designed to identify actual or potential conflicts of interest, relevant firm board memberships, lateral or new hire conflicts and related information. To assist Brownstein in its ongoing conflict analysis, we rely on you to promptly notify us of any changes in the Company's ownership, principals, affiliates or potential adverse parties that may affect our assessment of actual or potential conflicts of interest. All identified conflicts are flagged for review and resolution by the Shareholder or Principal responsible for the new matter, with all resolutions subject to review by Brownstein's Compliance Team or General Counsel's Office.

Fee Structure

The proposed blended rate is \$600 per hour for the services of each attorney profiled.

Given that our 2027 rates are currently under review and are anticipated to increase by approximately 10%, any work performed in 2027 under this pricing structure would result in an estimated 14% discount relative to our standard rates at that time.

We will bill at 50% of the blended rate for travel time to and from meetings in Johnstown.

Professional Liability and Insurance

COMMERCIAL GENERAL LIABILITY (CGL)

Carrier: Zurich American Insurance Company

Limits:

- Each Occurrence: \$1,000,000
- Personal & Advertising Injury: \$1,000,000
- General Aggregate: \$2,000,000
- Products/Completed Operations Aggregate: \$2,000,000
- Damage to Rented Premises: \$1,000,000
- Medical Expense (Any One Person): \$10,000

UMBRELLA LIABILITY

Carrier: American Guarantee and Liability Insurance Company

Limits:

- Each Occurrence: \$20,000,000
- Aggregate: \$20,000,000

WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Carrier: Zurich American Insurance Company

Limits:

- Employers Liability - Each Accident: \$1,000,000
- Employers Liability - Disease (Each Employee): \$1,000,000
- Employers Liability - Disease (Policy Limit): \$1,000,000

PROFESSIONAL LIABILITY (LAWYERS PROFESSIONAL LIABILITY)

Primary Carriers:

- Underwriters at Lloyd's London (Tysers) – 65%
- MS Transverse Specialty Insurance Company (Huntersure) – 15%
- National Fire & Marine Insurance Company (Berkshire) – 10%
- Columbia Casualty Company (CNA) – 5%
- Endurance American Specialty Insurance Company (Sompo) – 5%

Excess Professional Liability Carriers:

1st Excess Layer

- Aspen Specialty Insurance Company

2nd Excess Layer

- Evanston Insurance Company (Markel) – 50%
- Columbia Casualty Company (CNA) – 50%

3rd Excess Layer

- Hudson Excess Insurance Company – 50%
- MSIG Specialty Insurance USA Inc. – 50%

4th Excess Layer

- Endurance American Specialty Insurance Company (Sompo) – 50%
- Great American Insurance Company – 50%

5th Excess Layer

- Ironshore Specialty Insurance Company – 67%
- Crum & Forster Specialty Insurance Company – 33%

6th Excess Layer

- Westfield Specialty Insurance Company – 20%
- Texas Insurance Company (Applied) – 20%
- Indian Harbor Insurance Company (AXA) – 20%
- QBE Specialty Insurance Company – 20%
- Fair American Select Insurance Company (ATRI) – 20%

PROFESSIONAL LIABILITY LIMITS

Brownstein does not disclose our professional liability limits, but we can ensure that they meet or exceed the contractual requirements

Client References

Kimberly Bailey, CEO & Executive Director

Big Sky Economic Development Authority

(Formerly Executive Director Fountain Urban Renewal Authority; presently Interim Executive Director Fountain Urban Renewal Authority)

Email: kimberly.bailey01@gmail.com

Phone: (719) 433-6575

Cherish Deeg, Executive Director

Pueblo Urban Renewal Authority

Email: cdeeg@puebloura.org

Phone: (719) 542-2577

Daniel Miera, City Manager

City of Central

Email: manager@cityofcentral.co

Phone: (575) 776-4394



AREAS OF FOCUS

Corporate Law
Government Relations
Intellectual Property
Litigation
Natural Resources
Real Estate

400

ATTORNEYS AND POLICY
PROFESSIONALS

66

LAWYERS TOP-RANKED BY
CHAMBERS 2026

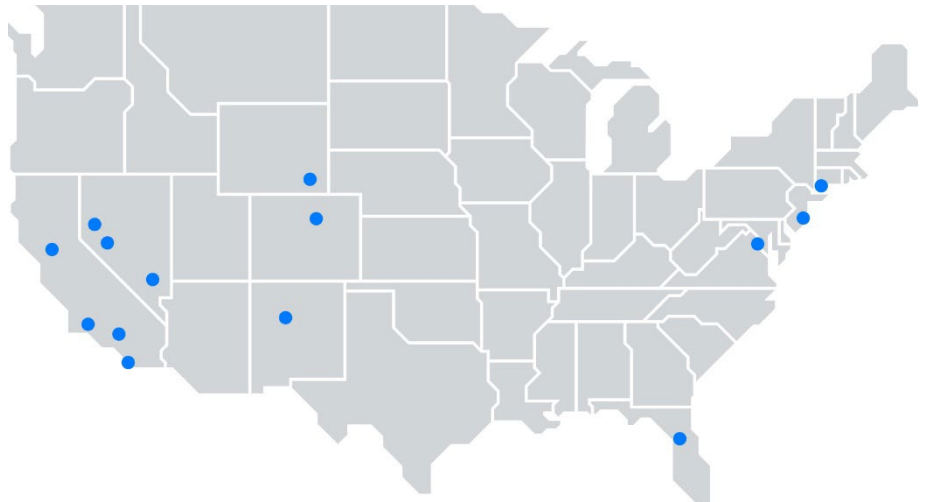
89

LAWYERS INCLUDED IN
*THE BEST LAWYERS IN
AMERICA* 2025

All in, in all we do

At Brownstein, “all in” isn’t just a catchy slogan or an empty claim. It’s an approach we apply to each challenge we take on. And an attitude that keeps our clients coming back, time and time again.

This mentality inspires us to put everything in our arsenal to work for you. From our multidisciplinary perspective—which brings together our unparalleled understanding of law, business and policy—to the deep connections we cultivate across the industries and communities you’re a part of, we have a unique ability to see the bigger picture: and serve you better for it. These advantages, along with our tenacious, never-say-no style, are why we’re the go-to firm for your toughest matters. Because at Brownstein, we’re relentlessly driven to deliver the results you deserve—and get the job done right.



14 Offices

- ALBUQUERQUE
- ATLANTIC CITY
- CARSON CITY
- CHEYENNE
- DENVER
- LAS VEGAS
- LOS ANGELES
- NEW YORK
- RENO
- SACRAMENTO
- SAN DIEGO
- SANTA BARBARA
- TAMPA
- WASHINGTON, D.C.

PROPOSAL FOR LEGAL SERVICES — DDA ATTORNEY
Johnstown Downtown Development Authority — Request for Proposals

Submitted by George Hypolite, Esq., Principal
J J & L Ventures, L.L.C.
2500 South Abilene Street, #441084, Aurora, Colorado 80014
(213) 321-9462 | ghypolite@jjlventuresllc.com

Submitted to: Sarah Crosthwaite, Economic Development Director
(scrosthwaite@johnstownco.gov)

1. COVER LETTER

Dear Ms. Crosthwaite and Members of the JDDA Board of Directors:

J J & L Ventures, L.L.C. (the "Firm"), through its principal, George Hypolite, Esq., is pleased to submit this proposal to serve as legal counsel to the Johnstown Downtown Development Authority (the "JDDA" or the "Authority"). The Firm understands the JDDA to be a newly formed public body established after the April 2026 voter-approved election and operating under the Colorado Downtown Development Authority Act, working collaboratively with — but as a separate legal entity from — the Town of Johnstown.

This engagement calls for exactly the practice Mr. Hypolite has built his career on: Colorado public-entity governance, tax increment financing and public finance, real estate and development, and practical, business-minded counsel for boards and executive staff. He offers the Authority a distinctive combination of qualifications directly relevant to a downtown development authority:

- **Over \$3 billion in tax increment financing.** Mr. Hypolite has structured, negotiated, and advised on more than \$3 billion in tax increment financing across Colorado and New Mexico over the past 3 years.
- **Formal development-finance credential.** He completed training with the Council of Development Finance Agencies (CDFA) and earned the Development Finance Certified Professional (DFCP) designation in 2025.
- **Colorado real estate development.** He has broad real estate development experience across Colorado, spanning acquisitions and dispositions, leasing, development agreements, and public-private partnerships.
- **Colorado public-entity leadership.** He has served as a Colorado city attorney, a Colorado Assistant Attorney General, general counsel to Colorado's state-owned transportation enterprises, and, currently, as a Special Assistant Attorney General for the Colorado Department of Law.

Mr. Hypolite will personally serve as the JDDA's primary attorney and point of contact. He would welcome the opportunity to support the Authority's mission to revitalize and grow Downtown Johnstown. This proposal is submitted in response to, and in compliance with, the RFP; the Firm takes no exceptions to its terms.

Respectfully submitted,



George Hypolite, Esq.
Principal, J J & L Ventures, L.L.C.
Colorado Bar No. 49205

2. FIRM QUALIFICATIONS AND EXPERIENCE

a. **Relevant Experience**

J J & L Ventures, L.L.C. is a Colorado firm through which George Hypolite provides legal services. Mr. Hypolite has more than a decade of experience in Colorado public-sector and public-finance practice and meets the RFP's requirement of at least five years of legal service to Colorado public entities. His experience aligns directly with the JDDA's needs:

- Tax increment financing and public finance. More than \$3 billion in tax increment financing across Colorado and New Mexico in the past three years, as the City Attorney for the City of Pueblo (with respect to the Pueblo Urban Renewal Authority) and as the General Counsel for the Department of Finance and Administration (with respect to the State Board of Finance and the Local Government Division). He also served as Assistant Attorney General and general counsel to Colorado's state-owned transportation enterprises, overseeing approximately \$3.4 billion in annual public infrastructure financings, including public and private placement bond issuances, TIFIA and WIFIA financings, State Infrastructure Bank instruments, and other financing instruments. He is accustomed to structuring financing agreements and coordinating with bond counsel, financial advisors, and accountants.
- Development finance credential. Certified Development Finance Professional (DFCP) by the Council of Development Finance Agencies (2025), indicating formal, up-to-date training in Tax Credit Finance, Revolving Loan Funding, Bond Financing, Tax Increment Financing, and the full spectrum of development-finance tools utilized by a downtown development authority.
- Real estate and development. Broad Colorado real estate development experience, including acquisition, disposition, leasing, development agreements, title and easement matters, and public-private partnerships. As an Assistant City Attorney for the City and County of Denver, he handled a real estate and concessions portfolio generating approximately \$440 million in annual receipts, established and provided legal services for the DEN Real Estate Program, a roughly 17,000 developable acres, negotiating solicitations and agreements with developers, vendors, and concessionaires on projects including the DEN Hotel/Train to the Plane, Great Hall Redevelopment, and Concourse Redevelopment. Furthermore, Mr. Hypolite currently manages the transactional work on a \$110 million affordable housing development portfolio in the State of New Mexico, and the New Mexico State Fairgrounds District project, a \$200 million redevelopment initiative for the New Mexico State Fairgrounds.
- Governance and Colorado public-entity law. As City Attorney for the City of Pueblo, he advised the Mayor, City Council, and all boards and commissions on governance, ethics, conflicts, open meetings, and open records; served as general counsel to the Pueblo Area Council of Governments; and currently serves, by appointment, as a Special Assistant Attorney General for the Colorado Department of Law. Mr. Hypolite has represented several boards, commissions, enterprises, and other governmental and quasi-governmental entities throughout Colorado.
- Contracts, risk, and litigation. Mr. Hypolite has hundreds of billions of dollars in contract drafting and negotiation, risk management, and litigation and claims experience across his public and private roles, including coordinating and supervising specialized outside counsel. He has extensive expertise in development projects from planning to operation, including experience with all procurement, delivery, financing, and operational models.

- Intergovernmental coordination. Mr. Hypolite has spent his career providing regular advice to enterprises and quasi-governmental entities that require extensive intergovernmental coordination for projects. His approach to intergovernmental coordination has been characterized by honest, transparent collaboration built on clear project goals and aligned outcomes. His work as an Assistant Attorney General and general counsel to all transportation-related enterprises housed within CDOT demonstrates the success of this approach. Most programs require extensive coordination with both local and regional governmental entities to ensure successful project completion.

b. Attorney Serving the JDDA

George Hypolite, Esq., Principal of J J & L Ventures, L.L.C., will serve as the JDDA's attorney and primary point of contact. His qualifications include:

- Bar admissions: Colorado (Bar No. 49205; also U.S. District Court for the District of Colorado); California (Bar No. 314371); New Mexico (Bar No. 163783); in good standing.
- Education: Juris Doctor, University of San Diego School of Law; Bachelor of Arts, University of Colorado, Boulder.
- Certifications: Development Finance Certified Professional (DFCP), Council of Development Finance Agencies (2025); Association of Corporate Counsel In-house Counsel Certified (ICC).
- Current roles: Chief Legal Officer, New Mexico Department of Finance and Administration (2024–present); Special Assistant Attorney General, Colorado Department of Law (2025–present).
- Prior roles: City Attorney, City of Pueblo; Assistant Attorney General and enterprise general counsel, Colorado Department of Law (Transportation Unit); U.S. Corporate Counsel, Flatiron Construction Corporation; Assistant City Attorney, City and County of Denver.

Mr. Hypolite's full resume is included with this proposal. If the volume or specialization of a matter warrants, he will, with the Authority's approval, engage and supervise qualified co-counsel or specialists (for example, bond counsel), remaining responsible for the coordination, quality, and timeliness of all work.

3. APPROACH TO SERVICE DELIVERY

- Availability for meetings and consultations. Mr. Hypolite will be reasonably accessible to the Executive Director and Board Chair for routine questions and will attend Board, committee, and special meetings, as well as Board orientation or training, as needed, in person or by video, when requested, with at least one business day's notice.
- Communication protocols. The Executive Director (and, as designated, the Board Chair) will serve as the primary points of contact for routing legal requests. Mr. Hypolite will confirm the scope and expected timing at the outset of each matter and provide written opinions as appropriate. In general, Mr. Hypolite will ensure the full board receives all relevant information and communications in a timely and professional manner.
- Response times. Routine matters are acknowledged within one business day; urgent or time-sensitive matters (meeting deadlines, statutory deadlines, or emerging disputes) are addressed the same business day, including after hours when necessary. Mr. Hypolite is

always available by email, phone, or text message, ready to meet the client wherever the situation demands.

- Risk management, litigation, and practical problem-solving. Mr. Hypolite favors preventive, business-minded counsel: identifying and resolving legal risk early, distinguishing clearly between legal requirements and policy choices, and pursuing practical solutions that advance the Authority's development objectives. Mr. Hypolite generally starts with a formal legal risk assessment that evaluates the client's current operating environment and maps potential legal risks to that operation. Thereafter, the identified risks are studied to determine appropriate mitigation efforts, and the risks are replotted on a risk continuum tuned to the client. Once the risk assessment is completed, Mr. Hypolite uses the mitigation efforts and identified risks to inform both his approach and resource allocation. Additionally, Mr. Hypolite places great emphasis on practical problem-solving. He sees his work as akin to that of a structural engineer. He works with clients to identify all potential disasters or adverse events that may affect the structure, and then builds the structure to withstand those risks. When these efforts fail, Mr. Hypolite handles disputes directly where appropriate and as advised by his clients. His litigation strategy is cost-efficient, seeking his client's desired outcomes in the most efficient and cost-effective manner, without unnecessary litigation costs.
- Conflict-of-interest checks. Before accepting any matter, Mr. Hypolite conducts a conflicts review against current and former clients and promptly discloses any actual or potential conflict, obtains any necessary waivers, or declines or withdraws as required under the Colorado Rules of Professional Conduct.

4. **FEE STRUCTURE**

The Firm offers transparent, cost-conscious pricing appropriate for a newly formed authority. Because Mr. Hypolite personally performs the work, the Authority receives senior counsel without layered staffing.

- Hourly rate — George Hypolite, Esq. (Principal/attorney): \$350 per hour.
- Staff/paralegal (if used): \$120 per hour. The Firm does not maintain separate in-house versus external (billback) rates; a single rate applies to JDDA work. Any specialized co-counsel engaged with the Authority's approval would be billed at rates disclosed in advance.
- Billing policies. Time is billed in increments of one-tenth (0.1) of an hour; monthly itemized invoices identify the date, task, time, and rate. Ordinary expenses are billed at cost; travel and in-person meeting attendance are billed at the hourly rate / not billed for as-needed remote attendance, with mileage at the IRS standard rate.
- Monthly retainer option. For recurring general-counsel work (routine advice, contract and resolution review, and attendance at one regular meeting per month), a fixed monthly retainer of \$6,500 applies, with litigation and other extraordinary matters billed hourly.
- Not-to-exceed cap. Mr. Hypolite will work within an annual not-to-exceed amount set with JDDA, and any work beyond the cap will be authorized in advance in writing.

5. **PROFESSIONAL LIABILITY AND INSURANCE**

The Firm carries professional liability (legal malpractice) insurance. Insurance carrier: Affinity Insurance Services, Inc.. Policy limits: \$1,000,000. As a condition of contracting, Mr. Hypolite will

provide proof of insurance and evidence of admission to the practice of law in good standing in the State of Colorado, and will maintain coverage in the amounts required for the duration of the engagement.

6. CLIENT REFERENCES

The Firm offers the following public-entity references. The Firm will confirm and provide contact details upon request, and will notify each reference of the Authority's inquiry.

- Reference 1 — City of Pueblo, Colorado (Office of the Mayor / City Council). Contact: Nick Gradisar, Former Mayor, (719) 320-2455, ngradisar@gmail.com. Services and dates: City Attorney, 2023–2024. Primary attorney: George Hypolite.
- Reference 2 — Colorado High Performance Transportation Enterprise. Contact: Piper Darlington, Director, piper.darlington@state.co.us, (541) 499-8166. Services and dates: Assistant Attorney General/enterprise general counsel, 2021–2024. Primary attorney: George Hypolite.
- Reference 3 — Pueblo Area Council of Governments. Contact: Carmen Howard, PACOG Manager, howardca@pueblounty.us, (719) 583-6105. Services and dates: General Counsel (MPO), 2023–2024. Primary attorney: George Hypolite.

Mr. Hypolite has not previously served as counsel for a downtown development authority or an urban renewal authority directly; the references above reflect closely comparable Colorado public-entity and public-finance engagements, and additional references can be provided upon request.

7. CONFIDENTIALITY NOTE

The Firm recognizes that proposals submitted to the JDDA will become the Authority's property and may be disclosed under the Colorado Open Records Act. The Firm does not mark any part of this proposal as confidential, except for the specific reference contact details provided upon request, which are intended solely for the Authority's evaluation.

8. CLOSING

Mr. Hypolite would welcome the opportunity to serve as the JDDA's attorney and to discuss this proposal in an interview. His development-finance credentials, more than \$3 billion in tax-increment financing experience, Colorado real estate development background, and public-entity governance experience position him to provide the Authority with practical, senior-level counsel as the Authority implements its Plan of Development. Thank you for your consideration.

PROPOSAL FOR DDA ATTORNEY SERVICES

Johnstown Downtown Development Authority

Submitted by

LYONS GADDIS, P.C.

515 Kimbark Street, Second Floor, Longmont, Colorado 80501

303-776-9900 | www.lyonsgaddis.com

Primary Contact

James Godbold

jgodbold@lyonsgaddis.com | 303-776-9900

September 21, 2026

James Godbold
jgodbold@lyonsgaddis.com
303-776-9900

September 21, 2026

Via email: scrosthwaite@johnstowncogov

Sarah Crosthwaite
Economic Development Director
Johnstown Downtown Development Authority
450 S. Parish Avenue
Johnstown, Colorado 80534

Re: Proposal for DDA Attorney Services

Dear Ms. Crosthwaite:

Lyons Gaddis, P.C. is pleased to submit this proposal for legal counsel to the Johnstown Downtown Development Authority.

Lyons Gaddis has advised Colorado public entities for more than 50 years. The firm represents fire protection, water, sanitation, metropolitan, recreation, and library districts, more than a dozen school districts, and municipalities across the State. A DDA runs much like a special district: an appointed board, a public budget, TABOR, open meetings and records, and a host municipality whose approval it needs. Our special district clients manage that relationship every week, and we help them do it.

I would serve as the JDDA's primary point of contact. I am Town Attorney for the Towns of Pierce and Palmer Lake, and my practice centers on commercial real estate and finance, where a DDA spends most of its money. Shareholders John Chmil, Chad Kupper, and Sean Stewart, together with Stacey Shea and the firm's associates, would support me. The firm's water, employment, and litigation groups are available when a matter calls for them. Johnstown sits between our Longmont and Fort Collins offices, about a 30-minute drive from either. We would not charge for travel to JDDA Board meetings.

We propose hourly billing at public entity rates, with no retainer and no minimum. We will also run a Board orientation on the DDA Act, open meetings, open records, and conflicts of interest at no charge in the first 60 days.

I would welcome the chance to meet with the Board and staff.

Sincerely,



James Godbold

1. Firm Qualifications and Experience

1.1 The Firm

Lyons Gaddis has advised Colorado public entities since its founding in 1972. The firm has approximately 35 attorneys in offices in Longmont, Louisville, Littleton, and Fort Collins. Its local government, special district, and school law groups serve as general counsel to elected and appointed boards across the state. The real estate and land use, water, employment, and litigation groups work on the same public files whenever a matter crosses into their areas, so the JDDA would get the whole firm through one point of contact.

For our public clients, the firm handles:

- Board meetings, bylaws, policies, and governance, including conflicts of interest and fiduciary duties
- Formation, service plans, and the statutory framework that defines what a public entity may and may not do
- Elections, ballot language, election challenges, and TABOR
- Budgets, bond issuances, lease-purchase agreements, and other financing
- Open Records and Open Meetings compliance
- Real estate acquisitions, easements, and condemnation, plus related land use
- Contract drafting and administration, construction contracts, and intergovernmental agreements
- Employment matters, Governmental Immunity Act issues, and litigation

1.2 Why Special District Experience Fits a DDA

A downtown development authority operates much like a special district. An appointed board governs it. It adopts an annual budget, keeps public records, holds noticed public meetings, answers to TABOR, and draws revenue from a defined territory. It also depends on a host municipality for approvals and services, which is the relationship our special district clients manage with their towns and counties every week.

The firm has represented special districts for decades. Its representative special district clients include:

District Type	Clients
Fire Protection	Arvada Fire Protection District, Berthoud Fire Protection District, Mountain View Fire Protection District, West Metro Fire Protection District, Windsor-Severance Fire Protection District
Water and Sanitation	Left Hand Water District, Longs Peak Water District, Morgan County Quality Water District, Niwot Sanitation District, St. Vrain Sanitation District, Upper South Platte Water Conservancy District
Metropolitan	Dancing Willows Metropolitan District, Southshore Metropolitan District
Recreation and Library	Estes Valley Recreation and Park District, Lyons Regional Library District

1.3 Municipal and County Clients

The firm has served Colorado cities and towns since its founding, as town attorney, special counsel, and litigation counsel. Its municipal clients range from home rule cities to small statutory towns, which is the range the JDDA will deal with as it works with the Town of Johnstown and its neighbors.

1.4 Relevant Experience, Organized by the RFP's Scope of Services

RFP Scope Area	Representative Firm Work
General Counsel and Governance	- General counsel to special districts and school districts on board operations, bylaws, policies, conflicts of interest, and fiduciary duties. - Town Attorney to the Towns of Pierce and Palmer Lake.
Statutory and Regulatory Compliance	- Open Records and Open Meetings compliance for districts and towns, including - District formation and service plans, elections, ballot language, and election challenges. John Chmil presents regularly at the Special District Association's annual conference on local government operations.
TIF and Public Finance	- Bond issuances, lease-purchase agreements, and budget preparation for special districts and school districts. - Mill levy and TABOR ballot issues. - Development finance from the private side: lender's on borrower's counsel on multiple construction, predevelopment, acquisition and refinance loans.
Real Estate and Development	- Large commercial real estate practice representing buyers, sellers, and developers. - Developer-side work on annexation, zoning, subdivision, affordable housing covenants, and mixed-use planned communities.
Contracts and Risk Management	- Construction contracts, professional services agreements, and procurement documents for districts and towns. - Indemnity, insurance, and default terms drafted to preserve Governmental Immunity Act protection and keep multi-year obligations subject to annual appropriation.
Claims and Litigation	- Governmental Immunity Act defense and civil rights and employment claims against public entities. - Real estate, land use and zoning, and water court litigation.
Town and Intergovernmental Coordination	- IGAs between districts and host municipalities on infrastructure, service, and development, and between municipalities on land acquisition. - Advice to a metropolitan district on its status as a local government under state oil and gas pooling law.

1.5 Proposed Team

The JDDA gets one point of contact and a team behind him. James Godbold takes every call and handles or supervises every JDDA matter. The named support attorneys hold standing access to the JDDA file so they can step in without a handoff meeting. Firm associates handle drafting, research, and diligence under their supervision at associate rates.

Attorney	Role on JDDA Engagement	Focus
James Godbold, Counsel	Primary point of contact	Governance, real estate, development and finance agreements, Board advice

Attorney	Role on JDDA Engagement	Focus
John Chmil, Shareholder	Public entity lead support	Special districts, local government operations
Chad A. Kupper, Shareholder	Public entity and real estate support	Board policy and governance, real estate transactions and disputes
Sean M. Stewart, Shareholder	Real estate and land use support	Development, entitlements, annexation, and land use
Stacey Shea, Counsel	Real estate and land use support	Development, entitlements, annexation, and land use
Firm associates	Drafting and diligence	Research, agreement drafts, title and survey review, closing documents

1.6 Resumes

James Godbold | [Counsel] | Primary Point of Contact

James serves as Town Attorney for the Town of Pierce and the Town of Palmer Lake and advises special districts on real estate and infrastructure. He brings 18 years of practice in commercial real estate, finance, corporate transactions, and municipal law.

- Town Attorney, Town of Palmer Lake (special counsel June 2026, Town Attorney August 2026). Town Attorney, Town of Pierce 2021.
- Counsel to a commercial real estate investment firm, supporting legal operations for a portfolio of more than \$750 million.
- Senior Associate, Otis & Bedingfield, LLC.
- Partner and Head of Litigation, Illingworth Renner, LLP.
- J.D., *cum laude*, Indiana University McKinney School of Law. B.A., Wittenberg University. Admitted in Colorado.

John Chmil | Shareholder

John practices in the firm's government group, representing special districts, school districts, and other local governments on day-to-day operations. He worked in the Arvada and Boulder City Attorney offices during law school and clerked for the Honorable Patrick D. Butler in the 20th Judicial District. He is active with the Special District Association and the Colorado Association of School Boards and presents regularly at the SDA annual conference. J.D., University of Colorado (2015). B.A., magna cum laude, University of Colorado.

Chad A. Kupper | Shareholder

Chad represents school districts on board policies and procedures and handles real estate transactions and disputes, leases, contracts, and entity matters. J.D., cum laude, Thomas M. Cooley Law School (2007). B.S., University of Colorado Leeds School of Business (2002). Member of the Colorado and Boulder County Bar Associations and the Longmont Area Chamber of Commerce.

Sean M. Stewart | Shareholder

Sean's practice covers real estate, development, land use, and business transactions. He serves on the Boulder County Planning Commission, which gives him direct experience with the public side of entitlements, rezoning, and annexation. He began his career as a Deputy District Attorney in the 5th Judicial District and joined Lyons Gaddis in 2019. J.D., University of California Berkeley School of Law (2013). B.A., summa cum laude, University of Colorado.

2. Approach to Service Delivery

2.1 Availability for Meetings and Consultation

- We will attend regular, special, and work session meetings when the Executive Director or Board Chair asks, in person or remotely.
- We will hold a standing monthly call with the Executive Director to review open matters and upcoming agenda items.
- Board orientation in the first 60 days covering the DDA Act, Open Meetings Law, CORA, fiduciary duties, and conflicts of interest. No charge.

2.2 Communication Protocols

- The Executive Director and the Board Chair assign work. Individual Board members may call with questions, but new assignments route through one of those two people so the JDDA controls its legal spend.

2.3 Response Times

Matter Type	Commitment
Acknowledgment of any request	Within one business day
Routine questions	Answer within three business days
Standard agreement or document review	Comments within five business days, faster on request
Complex drafting (development agreements, IGAs)	Schedule agreed at intake and tied to the Board agenda
Urgent matters (a meeting in progress, a deadline at risk, a threatened claim)	Same day, including evenings and weekends

When I am out of the office, a named support attorney covers, and the Executive Director gets advance notice for planned absences.

2.4 Risk Management, Litigation, and Practical Problem Solving

Our job is to try and get the JDDA to yes on terms it can defend, not to list every risk and leave the Board to sort them. On each matter we identify the one or two risks that matter, tell the Board what they cost to fix, and recommend a path.

- We draft grant and incentive agreements so the money comes back if the project doesn't. Repayment triggers, performance milestones, and recorded covenants do that work.
- We protect the JDDA's Governmental Immunity Act position in every indemnity clause and keep multi-year obligations subject to annual appropriation.
- We treat litigation as the last tool. Most disputes with developers and contractors resolve through a direct call between decision makers and a written fix. When litigation is necessary, the firm's litigation group handles it or we coordinate with the JDDA's insurer or specialized counsel.

2.5 Conflict of Interest Checks and Procedures

- Before engagement, the firm runs a firmwide conflict check on the JDDA, the Town, each Board member, and the property owners and developers the JDDA has identified. We run each new party through the same check when it appears, not just at intake.

- We disclose any actual or potential conflict to the Executive Director in writing before taking further action, and we proceed only with informed written consent where Colo. RPC 1.7(b) permits it. Where a conflict cannot be waived, we say so and arrange conflicts counsel. The JDDA pays nothing for time spent identifying or resolving a conflict.
- Current disclosure: the firm represents a private landowner in an easement negotiation with the Town of Johnstown. That matter does not involve the JDDA or property inside the district. The firm will not represent that client in any matter adverse to the JDDA. If the JDDA's interests and that matter ever intersect, we will disclose it and proceed only with the JDDA's informed written consent.

3. Fee Structure

3.1. Hourly Rates

Timekeeper	In-House Work	Billback Work
James Godbold, primary contact	\$350	\$425
Shareholders and senior attorneys	\$350	\$425
Associates	\$300	\$335
Paralegals	\$175	\$175

3.2 Billing Policies

- **Increments.** Tenths of an hour, with a task description for each entry.
- **Invoices.** Monthly, organized by matter, so the JDDA can pass billback matters straight to the responsible party.
- **Meeting attendance.** Billed at the hourly rate for time in the meeting and in preparation.
- **Travel.** No charge for travel to JDDA meetings in Johnstown. Other travel the JDDA requests is billed at one-half the hourly rate. No mileage charge.
- **Expenses.** Third-party costs only (recording and filing fees, title and survey charges, courier), passed through at cost. No charge for copying, postage, phone, or legal research databases.
- **No retainer and no minimum.** The JDDA pays for work performed and nothing else.

4. Professional Liability and Insurance

Coverage	Carrier	Limits
Professional Liability	Swiss Re Corporate Solutions	\$4M/\$4M

5. Client References

Client	Contact	Services
Town of Palmer Lake	Patrick G. Davidson, Town Administrator	Town Attorney. Governance, CORA and Open Meetings, land use, Town property lease and option, elections, claims.
Town of Pierce	Kristina Duran, Town Clerk	Town Attorney. Ordinances, code enforcement, elections, municipal court, IGA land purchase.
St. Vrain Sanitation District (special district)	Chris Kampmann, District Manager	Special District, real estate and infrastructure counsel.



VIA EMAIL TO: scrosthwaite@johnstownco.gov

September 14, 2026

Ms. Sarah Crosthwaite
Economic Development Director, Town of Johnstown
450 S. Parish Avenue
Johnstown, CO 80534

***Re: Michow Guckenberger McAskin LLP – proposal for legal services – Johnstown
Downtown Development Authority (JDDA)***

Dear Ms. Crosthwaite:

The law firm of Michow Guckenberger & McAskin LLP (“MGM” or the “Firm”) is pleased to submit this proposal to the Board of Directors of the JDDA to provide legal services under contract. MGM’s attorneys practice local government law exclusively and serve as general counsel and special counsel for numerous municipalities, special districts, and authorities throughout the state.

With over 130 years of combined public law experience, our attorneys apply that collective experience on a daily basis, providing prompt advice, legally sound recommendations, and creative solutions that are designed to assist our public sector clients with achieving their respective policy goals in a cost-effective manner. Our attorneys that would be engaged to serve the JDDA and the JDDA Board have extensive experience in tax increment financing and public finance, real estate and development, and statutory and regulatory compliance for DDAs. As a result of our extensive experience, we have created a robust electronic library of research and forms that enhances our ability to provide timely and efficient responses to meet the needs of our clients.

I am confident that MGM is well equipped to provide high quality legal services to the JDDA Board and we would welcome the opportunity to be of service to the JDDA. If you have any questions regarding this proposal, please do not hesitate to contact me at 303-459-4621 (office) or 303-517-5293 (mobile).

Best regards,

Marcus McAskin, Partner
MMcAskin@mgmfirm.com

*Enc. Firm Resumes
Certificate of Insurance*

RESPONSES TO SECTION 6 OF JOHNSTOWN DOWNTOWN DEVELOPMENT
AUTHORITY RFP (DDA ATTORNEY) DATED AUGUST 13, 2026
PROPOSAL REQUIREMENTS & SUBMISSION INSTRUCTIONS

I. Cover letter summary of the firm's interest

Provided at page one above. General information for the Firm is as follows:

Official Name and Address

Michow Guckenberger McAskin LLP
5299 DTC Blvd., Ste. 300
Greenwood Village, CO 80111

Name, Address, and Telephone Number of the Proposer's Primary Point of Contact

Marcus McAskin, Partner
5299 DTC Blvd., Ste. 300
Greenwood Village, CO 80111
Phone: 303-459-4621
Email: mmcaskin@mgmfirm.com

Type of Entity

Limited Liability Partnership

Federal Employer Identification Number

81-1299804

II. Firm Qualifications and Experience

The attorneys at MGM practice local government law exclusively and serve as general and special counsel for municipalities, special districts, authorities and counties. Enclosed with this Proposal are resumes of the attorneys of the Firm who will provide the majority of the legal services to the JDDA. Consequently, their individual qualifications and experience are described in greater detail in this Proposal.

Marcus McAskin will serve as the primary day-to-day contact for the JDDA. MGM has the ability to provide depth and continuity of service, including without limitation the attorneys listed below. This team structure allows MGM to provide responsive counsel across the JDDA's

general land use, real estate, public finance, open meetings, public records, and general governance needs.

Marcus McAskin (Partner) – Mr. McAskin has a law degree from the University of Denver and was admitted to the Colorado Bar in 2002. Since that time, he has represented Colorado public entities and is a founding member of MGM. He represents and counsels Colorado municipalities on a broad range of local government legal matters. Prior to attending law school, Mr. McAskin obtained his Master of Urban and Regional Planning (MURP) degree from the University of Colorado at Denver. As a result of his education and experience, Mr. McAskin possesses considerable knowledge of real estate transactions and land use entitlements. Mr. McAskin currently serves as the City Attorney for Central City, Colorado, and the Town Attorney for the Town of Mead. Mr. McAskin also serves as general counsel for the Colorado New Energy Improvement District and assists the firm with the day-to-day representation of its other municipal clients including Lone Tree, Cherry Hills Village, and Castle Pines. Prior to forming MGM in March of 2016, Mr. McAskin practiced municipal law with the firm of Widner Michow & Cox, LLP. Prior to 2009, Mr. McAskin practiced with the Denver law firm of Grimshaw & Haring, P.C. (now Spencer Fane), where he represented numerous special districts as general counsel.

Joshua Myers (Senior Associate) – Mr. Myers has been practicing law since 2013. He focuses on advising local government clients in the areas of, but not limited to, annexation, land development, and entitlements, planning and zoning, real estate and real property, budget and finances, public funding, public enterprises, public work contracts, intergovernmental agreements, elections, code enforcement, ethics, open records compliance, open meetings compliance, rules of procedure, administration, and the creation and implementation of ordinances, resolutions, policies and regulations. He regularly serves as legal counsel during public meetings for both governing and advisory bodies of local governments. He serves as general counsel for the Town of Kiowa and the Woodland Park Downtown Development Authority, and as legal advisor for the City of Castle Pines Planning Commission, and he assists the Firm's other clients when requested. Mr. Myers will be the primary backup to Mr. McAskin for legal services provided to the JDDA.

Christy Fitch-Ward (Senior Associate) - Christy Fitch-Ward has almost a decade of dedicated public sector experience representing local government entities in municipal, land use, and real estate legal matters. Since beginning her local government career in 2016, Ms. Fitch-Ward's practice has focused on zoning and development, the Colorado Open Records Act, Open Meetings Law, and oil and gas regulations. In her current role as Senior Associate with the Firm, she regularly counsels city and town boards on all aspects of municipal governance.

Ms. Fitch-Ward's extensive background includes serving as Assistant City Attorney III for the City of Boulder, where she served as legal counsel to the Planning and Development Services Department, Housing and Human Services, and the Planning Board. In this role, she regularly advised on land use code drafting, real estate matters, affordable housing, and quasi-judicial board hearings. Prior to her time with Boulder, Ms. Fitch-Ward spent nearly seven years with the Adams County Attorney's Office, where her practice focused heavily on land development regulations, long-range planning, oil and gas regulations, zoning enforcement, and citizen board representation.

Ms. Fitch-Ward holds a Juris Doctor from the University of Colorado and has an Executive Certificate in Commercial Real Estate from CU Boulder's Leeds School of Business. She is admitted to practice in Colorado and before the U.S. District Court for the District of Colorado. Given Ms. Fitch-Ward's high level of real estate expertise, it is anticipated that Mr. McAskin and Mr. Myers will consult with Ms. Fitch-Ward on an as-needed basis, for complex real estate transactions or future JDDA redevelopment projects where her level of expertise would be an asset to the JDDA and the JDDA Board.

III. Approach to Service Delivery

a. Availability for Meetings and Consultation

As general counsel to JDDA, Marcus McAskin will serve as the JDDA's primary point of contact and will be readily available to answer phone calls and emails from the Executive Director (or other JDDA staff) in response to questions that arise. To ensure uninterrupted service during planned absences or scheduling conflicts, the Firm maintains a team of experienced governmental attorneys who can step in to ensure that the JDDA Board always has legal counsel available.

We will be available as needed to attend, in person or remotely, all JDDA Board regular meetings on the first Tuesday of each month at 4:00 p.m., special meetings, and other meetings when legal counsel is requested. We are also readily available for consultation with the Executive Director, Board Chair, and other authorized JDDA representatives and respond promptly to requests for routine legal advice and assistance.

b. Proposed Communication Protocols

The Firm believes it is beneficial for the Firm to be directly accessible to the Executive Director (and other authorized staff). We want JDDA staff to feel comfortable reaching out and asking questions directly, as open communication helps resolve issues quickly. That said, we have also worked in models where requests are centralized and come directly through one main client contact. We are flexible in our communication protocols and will work with whichever workflow best serves the JDDA's management style and budget.

Also, we adapt to the client's communication preferences, and frequently use project management platforms such as Asana, Smartsheet, Airtable, and CivicPlus at the request of the client.

c. Response Times

The JDDA can expect an initial reply to emails or phone calls within 24 hours (and often much sooner). Straightforward requests will be answered promptly. Depending on the complexity of the research, contract review, or drafting required, complete responses are typically delivered within 3 to 5 business days. For urgent and time-sensitive matters, the Firm adjusts priorities accordingly to deliver our response as soon as possible. For routine matters requiring substantial research, drafting, or review, MGM will communicate the anticipated timing and any information needed from the JDDA.

d. Philosophy Regarding Risk Management, Litigation, and Practical Problem Solving

We recognize our role as advisors and not decision-makers. We strive to provide clear, practical options, identify material legal and operational risks, and recommend a defensible path forward so that the JDDA can make the best decision for itself. Our objective is to help the JDDA prevent and mitigate risk early, while preserving the JDDA's policy discretion and ability to act efficiently. We additionally defend our clients for any decision reached or coordinate with special counsel, as appropriate.

e. Conflict-of-Interest Checks and Procedures

To the best of our knowledge, the Firm has no existing or potential conflicts with the JDDA or the Town of Johnstown. We maintain a firm policy not to represent municipal clients that share common borders. In addition, we do not accept representation of special districts that serve properties within our local government communities or that may, with reasonably foreseeable district expansion, potentially serve our local government clients. Because our practice does not include the representation of private landowners or developers, the JDDA Board would not be faced with the conflicts that may arise with law firms or solo practitioners that accept a wide variety of private clients.

IV. Fee Structure

The Firm practices fair and transparent billing practices by billing in 0.1 (6-minute) increments and providing itemized billing statements. The Firm is open to discussing any billing concerns or disputes raised by the client.

The Firm does not charge the client for overhead costs associated with copies, faxes, or phone calls. Actual costs incurred by the Firm on behalf of the client are either passed through to the client or billed to the client if covered by the Firm, and said costs are at actual cost without administrative markup (*e.g.*, court filing fees; real property title work). The Firm also charges mileage for travel related to client business at the then-current mileage rate approved by the IRS for business travel deduction. The Firm additionally charges for travel time on a one-way basis for attendance at JDDA Board meetings and travel time for other travel incidental to our representation, including, without limitation, attending hearings, depositions, etc.

General Legal Services:

The Firm proposes the following billing rates for *general counsel services (hourly)*:

JDDA Attorney:	\$285.00
Other MGM Partners:	\$280.00
Of Counsel/Sr. Associate:	\$260.00
Associate:	\$200.00
Paralegal:	\$125.00

Specialized Legal Services:

The Firm charges an increased rate for specialized legal services, including work on development agreements, TIF agreements, or real estate transactions or other external (billback)

work when legal fees may be passed through to a third-party (often a developer/applicant). The Firm can work with the JDDA on revising its policies and procedures, if needed and desired by the JDDA Board, to allow these special fees to be passed through to developers/applicants (or other third parties) for payment, where appropriate.

The Firm proposes the following billing rates for *specialized legal services (hourly)*:

JDDA Attorney:	\$315
Other MGM Partners:	\$300
Of Counsel/ Sr. Associate:	\$295
Associate:	\$250
Paralegal	\$145

If MGM is selected to provide general counsel services to the JDDA, the billing rates set forth above will remain in effect through December 31, 2027, without change.

V. Professional Liability Insurance

A copy of the Firm's Certificate of Liability Insurance is attached to this proposal. The Certificate identifies the name of the Firm's professional liability carrier, other insurance carriers, and the insurance limit on each policy referenced therein.

VI. Client References

Town of Mead
Helen Migchelbrink
Town Manager
441 Third Street
Mead, CO 80542
(970) 535-4477
hmigchelbrink@meadco.gov

Colorado New Energy Improvement District
Michael Turner, Board Chair
Senior Director, Strategic Initiatives &
Finance (SIFI)
Colorado Energy Office
1600 Broadway, Suite 1960
Denver, Colorado 80203
(720) 951-7756 (office)
michael.a.turner@state.co.us

City of Woodland Park
Aaron Vassalotti
City Manager
220 W. South Ave.
Woodland Park, CO 80866
(719) 687-2138
avassalotti@woodlandpark.gov

Woodland Park DDA
Jon Gemelke, Chair
jgemelkedda@woodlandpark.gov

City of Castle Pines
Michael Penny
City Manager
7437 Village Square Dr, Suite 200
Castle Pines, CO 80108
(303) 705-0206
Michael.penny@castlepinesco.gov

Town of Kiowa
Kim Boyd
Town Administrator
404 Comanche Street
Kiowa, CO 80117
(303) 621-2366, ext. 104
kboyd@townofkiowa.com

MARCUS A. MCASKIN

MICHOW GUCKENBERGER MCASKIN LLP

EDUCATION

B.A., University of Michigan, Ann Arbor, MI, 1994
M.U.R.P., University of Colorado, Denver, CO 2000
J.D., *Order of St. Ives*, University of Denver, Denver, CO, 2002
American Jurisprudence Award in Constitutional Law
and in Advanced Mediation

PROFESSIONAL EXPERIENCE

Mr. McAskin has represented Colorado public entities since 2002 and is a founding member of the law firm of Michow Guckenberger McAskin LLP (formerly Michow Cox & McAskin LLP). He represents and counsels Colorado municipalities on a broad range of local government legal matters.

Prior to attending law school, Marcus obtained his Masters of Urban and Regional Planning from the University of Colorado at Denver.

Marcus serves as the City Attorney for Central City, Colorado and as the Town Attorney for the Town of Mead, Colorado. Marcus serves as general counsel for the Colorado New Energy Improvement District and assists the firm with the day-to-day representation of its other municipal clients including Lone Tree, Cherry Hills Village, and Castle Pines. Mr. McAskin routinely advises clients on land use issues including planned unit developments, annexations, real estate matters, and development agreements and has experience with assisting with the successful negotiation of multiple economic development agreements. Mr. McAskin's practice includes all aspects of municipal representation with a special emphasis on special districts, annexation, land use planning and zoning.

As general counsel for the Colorado New Energy Improvement District, Mr. McAskin has assisted with closing in excess of \$500 million dollars in financing for over 155 qualified projects in Colorado focused on the installation of energy efficiency, renewable energy and water conservation measures. In addition, Marcus serves as a hearing officer for the City of Fort Collins on land-use related matters.

Prior to forming Michow Guckenberger LLP in March of 2016, Marcus practiced municipal law with the firm of Widner Michow & Cox, LLP. Prior to 2009, Marcus practiced with the Denver law firm of Grimshaw & Harring, P.C. (now known as Spencer Fane) where he represented numerous special districts as general counsel. Mr. McAskin's practice emphasized representation of metropolitan districts, intergovernmental authorities and business improvement districts with respect to tax and revenue issues, election matters, personnel matters, real estate matters, TABOR compliance, open meetings and open records law, consultant contracts, and intergovernmental agreements.

SPEAKING ENGAGEMENTS AND PUBLICATIONS

Colorado Law Institute, CLE International. "Zoning Map Amendments." 2018 Land Use Law: How-To Conference (24th Annual Conference). Denver, November 2018.

American Planning Association, Colorado Chapter. Presentation with Brian Connolly, Esq. and Don Elliott, Clarion Associates, "Takings Law Review: *Murr v. Wisconsin* and the Relevant Parcel Analysis." Telluride, October 2017.

Colorado Law Institute, CLE International. "Zoning Map Amendments." 2016 Land Use Law: How-To Conference (22nd Annual Conference). Denver, November 2016.

Colorado Law Institute, CLE International. "Zoning Map Amendments." 2014 Land Use Law: How-To Conference (20th Annual Conference). Denver, November 2014.

American Planning Association, Colorado Chapter. Presentation with Brian Connolly, Esq. and Derek Holcomb, AICP, Deputy Planning Director, on Best Practices for Public Hearings, Crested Butte, October 2014.

Colorado Municipal League. "Recent Supreme Court Takings Decisions." 2013 Municipal Law Update. Steamboat Springs, October 2013.

Colorado Municipal League. "Havana Business Improvement District Case Study." Steamboat Springs, June 2008.

Rocky Mountain Land Use Institute. Regional Land Use Planning in the West: Cases Studies and Lessons Learned, William C. Davidson and Marcus A. McAskin, (eds.) (2001).

PROFESSIONAL MEMBERSHIPS AND BAR ADMISSIONS

Colorado Bar Association
Denver Bar Association
Colorado Municipal League
Metro City Attorneys Association
Colorado Supreme Court

Joshua S. Myers, Esq.
5299 DTC Blvd., Ste. 300
Greenwood Village, CO 80111

JMyers@mgmfirm.com

(303) 459-2294

ADMISSIONS:	State Bar of Colorado	2019
	State Bar of Texas	2013

WORK EXPERIENCE

MICHOW GUCKENBERGER MCASKIN LLP, Denver, CO

Attorney, September 2022 – Current

- Serve as legal counsel during City Council, Planning Commission, Downtown Development Authority, and Special District meetings/hearings.
- Advise Colorado local government clients on a wide range of legal matters including contracts and intergovernmental agreements, annexation, land use and planning, zoning, public hearings, real estate transactions, easements and right-of-way, dedications, budget, public infrastructure financing, elections, preparation of ordinances and resolutions, policy creation, code interpretation, enforcement, and risk management.

MOELLER GRAF, PC, Denver, CO

Attorney, February 2019 – September 2022

- Represented legal entities that govern and manage common interest communities - HOA, condominiums, planned communities, commercial-nonresidential and mixed-use developments.
- Real property. Conduct record title search and analysis. Prepare title opinion and equity analysis based on lien priority. Represent client in quiet title actions.
- Governance. Attend board meetings. Analyze governing documents and provide legal opinions and recommendations related to board formation, board authority to act, implementation of policies and procedures, fiduciary duty of directors, notice of meeting and agenda requirements, issues of quorum and voting, substantial compliance, financial stability and financing of the entity, transparency, and any changes in statutory or case law surrounding governance of the legal entity.
- Compliance. Remain knowledgeable of current laws. Conduct legal compliance analysis of governing documents. Prepare and provide opinions to directors on issues related to compliance. Draft, revise, and amend governing documents as needed for compliance purposes. Prepare and provide directors with information regarding implementation of new policies and procedures. Prepare and provide analysis and opinion regarding how prior policies and procedures may be impacted by new laws.

J. MYERS, ATTORNEY PLLC, Houston, TX

Managing Attorney, February 2018 – February 2019

- Solo practice focusing on civil and family law litigation, business formation, estate planning, surrogacy and adoption law.

BROWN SIMS PC, Houston, TX

Attorney, January 2017 – February 2018

- Managed a diverse litigation caseload that required the application of multi-state and federal laws, rules, and regulations.
- Prepared and provided legal opinions and recommendations to corporate clients regarding regulatory compliance, risk, and liability mitigation.
- Analyzed business contractual agreements under applicable state and federal laws related to issues of indemnification, subrogation, contractual duties and obligations, and liability.

MOORE & HUNT ATTORNEYS PLLC, Houston, TX

Attorney, June 2013 – January 2017

- Represented clients in various stages of civil and family law litigation.

Law Clerk, January 2012 – May 2013

- Assisted partner attorney on litigation matters by conducting legal research, drafting memorandum on issues presented, and drafting trial briefs.
- Coordinated and analyzed document productions and interrogatory responses.

FULBRIGHT & JAWORSKI L.L.P. (n/k/a Norton Rose Fulbright), Houston, TX

Intern, June 2011 – December 2011

- Assisted partner attorney on complex family law matters.

310TH FAMILY DISTRICT COURT, Houston, TX

Clerk for the Honorable Lisa A. Millard, January 2011 – April 2011

- Conducted legal research and prepared bench memoranda.

EDUCATION

SOUTH TEXAS COLLEGE OF LAW-HOUSTON-, J.D., May 2012

Honors: Pro Bono Honors Program; Dean's List for Academic Excellence

CHARLES UNIVERSITY, Summer Study Abroad Program, Prague, Czech Republic 2010

Courses: Comparative Law Seminar, International Environmental Law, The Legal Profession in a Comparative Context

UNIVERSITY OF TEXAS AT AUSTIN, B.A. in Government, August 2008

Honors: Dean's List for Academic Excellence

OTHER

PRESENTATIONS

- Colorado Municipal League Conference – October 2023: *Bright Light of Public Scrutiny – Sunshine Laws and Cases to Know*, Co-Presenter on the topics of Colorado Open Meetings Law, Colorado Open Records Act, and Colorado Criminal Justice Records Act.

PROFESSIONAL MEMBERSHIPS

- Colorado Bar Association
- Colorado Municipal League
- Metro City Attorneys Association
- Texas Bar Association

CHRISTINE "CHRISTY" FITCH-WARD

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EXPERIENCE

Michow Guckenberger McAskin LLP, Denver, CO

March 2025- Present

Senior Associate

Provide legal advice on general municipal and local government matters including planning and community development, open records and open meetings compliance, and code enforcement.

Boulder City Attorney's Office, Boulder, CO

June 2024- March 2025

Assistant City Attorney III

Provided legal advice to the Planning and Development Services Department, Department of Housing and Human Services, Central Records, and Planning Board.

Adams County Attorney's Office, Brighton CO

July 2017- May 2024

Assistant County Attorney

Provided legal advice to the Community and Economic Development Department and Animal Shelter. Experience and expertise in Colorado Land Use and Planning Law and Colorado Oil and Gas Regulations. Provided legal advice to citizen boards and commissions including the Planning Commission, Board of Adjustment, and Building Code Board of Appeals.

Denver City Attorney's Office, Denver, CO

September 2016- July 2017

Litigation Fellow, Civil Claims

Experience in all stages of litigation; researched and wrote memoranda on topics including 42 USC § 1983 and the Colorado Governmental Immunity Act

Honorable Judge Jeffrey R. Pilkington, Golden, CO

March 2016- April 2016

Judicial Intern

Drafted orders, helped with the organization of criminal docket day, observed criminal and civil trials

University of Colorado Technology Transfer Office, Aurora, CO

May 2015- April 2016

Life Sciences Legal Intern

Conducted prior art searches and patentability analyses; evaluated and helped draft technology licensing agreements; updated and assessed marketability of technology portfolio.

BAR ADMISSIONS

Colorado, 2016

United States District Court for the District of Colorado, 2016

EDUCATION

Juris Doctor, University of Colorado Law School, Boulder, CO

May 2016

Bachelor of Arts, Molecular Cellular and Developmental Biology, Economics Minor, University of Colorado, Boulder, CO

May 2013

Executive Certificate in Commercial Real Estate, University Colorado- Leeds School of Business
February 2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/28/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CCIG 155 Inverness Drive West Englewood, CO 80112	CONTACT NAME: Judith Miller, CLCS	
	PHONE (A/C, No, Ext): (720) 212-2045 FAX (A/C, No): (303) 799-0156	
	E-MAIL ADDRESS: Judith.Miller@thinkccig.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Sentinel Ins. Company	11000
	INSURER B : Medmarc Casualty Insurance Co.	22241
	INSURER C : Coalition Insurance Company	29530
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☒ LOC OTHER:			34SBAIL4860	3/1/2026	3/1/2027	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 EBL \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			34SBAIL4860	3/1/2026	3/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			34SBAIL4860	3/1/2026	3/1/2027	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	34WECCD5095	3/1/2026	3/1/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Lawyer's Prof. Liab.			26MCCO000023	3/1/2026	3/1/2027	Ded. \$5,000 1,000,000
C	Cyber Liability			C4LRC217593CYBER2026	6/5/2026	6/5/2027	per claim/aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Proof of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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Downtown Development Authority Board Agenda Item Overview

Agenda Date: October 6, 2026

Subject: Johnstown Jingle Event

Attachments: N/A

Presented by: Sarah Crosthwaite, Interim Executive Director

Agenda Item Overview:

Enclosed for review and consideration is information regarding the Johnstown Jingle Event scheduled for Sunday, December 6, 2026, from 2:00 p.m. to 5:00 p.m. in Downtown Johnstown. The event typically includes Meet & Greet with Santa, carriage rides, caroling, local toy drive, limited vendors, and local business participation. The event is also followed by a Tree Lighting ceremony which is hosted by the Town of Johnstown.

Historically, Johnstown Jingle has been hosted and coordinated by the Johnstown Downtown Development Association (JDDA) and Town of Johnstown. On September 22, 2026, the JDDA 501(c)(6) Board approved a motion to transition governance and management of its downtown activities to the Johnstown Downtown Development Authority (DDA). As part of this transition, the DDA will oversee the remaining 2026 downtown events, including Trick or Treat Street and Johnstown Jingle.

DDA staff is requesting feedback on this event and how the DDA Board would like to proceed regarding vendors, execution of the toy drive, entertainment/activities to book, and general logistics. Currently several vendors have reached out to staff about registration which is currently closed on the website.

Staff is also requesting Board feedback on the following proposed expenses and entertainment that have been provided so far:

Vendor Name	Activity	Cost
Norm & Company	Christmas Caroling, 3 hour stroll with 4 costumed carolers	\$900



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DJ Overkill	Dj, stage, lighting, mics, and speakers (not sure if this cost is split with the Town)	\$1,400
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Financial Impact:

The proposed 2026–2027 budget includes funding for the 2026 Johnstown Jingle event, with approximately \$6,500 allocated for event expenses.

Legal Review:

N/A

Plan of Development Alignment:

Events and Activation: Hold signature events that bring people together.

Staff Recommendation:

Staff is requesting Board feedback regarding the event. Board direction will allow staff to begin vendor arrangements, event planning, and continue preparations for the December 6 event.



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Downtown Development Authority Board Agenda Item Overview

Agenda Date:	October 6, 2026
Subject:	2026-2027 Johnstown Downtown Development Authority Budget
Attachments:	1. 2026-2027 Johnstown Downtown Development Authority Budget Summary 2. 2026-2027 Johnstown Downtown Development Authority Internal Budget Detail 3. Capital & Long-Term Projects 4. Town of Johnstown 2026 Reimbursements
Presented by:	Sarah Crosthwaite, Interim Executive Director

Agenda Item Overview:

Enclosed for review and consideration is the recommended 2026–2027 budget for the Johnstown Downtown Development Authority (DDA). The recommended budget is consistent with the adopted Plan of Development and incorporates the priorities identified during the DDA Board’s September 1, 2026, budget workshop.

The workshop focused on establishing the DDA’s priorities and primary functions during its inaugural year, continuing signature programming and events previously provided by the Johnstown Downtown Development Association (Association) and establishing short- and long-term programs and projects that support the Plan of Development.

The proposed budget is organized into revenue and expenditures and is intended to provide the DDA with the resources and flexibility necessary to establish its operations while beginning implementation of the Plan of Development.

Revenue-

The DDA’s revenue during its initial years will rely primarily on Town contributions, supplemented by tax increment financing (TIF), a one-time contribution from the Association, and event sponsorships.

Sales Tax Increment: The sales tax increment base is \$1,243,607, based on Town sales tax revenue collected from August 2025 through July 2026. Using a conservative 1% annual growth assumption, FY2027 sales tax TIF revenue is projected at approximately \$10,659.



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Property Tax Increment: The property tax increment base will be established by the Weld County Assessor in 2026. Based on projections provided by PUMA, FY2027 property tax TIF revenue is estimated at approximately \$6,957, using a conservative 1% annual growth assumption. Please note this estimate is speculative and may be impacted based on Town Council discussion regarding the Town's current mill levy.

Johnstown Downtown Development Association Contribution: The Association is expected to provide a one-time contribution of approximately \$54,000 to the DDA following the closeout of its accounts and transfer of remaining funds.

Town of Johnstown Contribution: The Town is expected to provide \$120,000 in FY2026 and \$240,000 in FY2027. These contributions are anticipated to support the DDA during its initial years as it establishes operations and works toward becoming increasingly self-sustaining. All Town contributions are subject to approval by Town Council through the annual budget process.

Expenditures-

Proposed expenditures are organized into the following categories:

- *Personnel:* Executive Director salary and employee benefits.
- *Administration:* Startup costs, accounting, legal services, miscellaneous operating expenses, and reimbursement to the Town for services or purchases made on behalf of the DDA.
- *Events:* Continuation of the Association's signature downtown events, with the potential to add additional programming in future years.
- *Plan of Development Projects:* Programs and projects organized around the five priority areas identified in the Plan of Development:
 1. Thriving Businesses
 2. Events and Activation
 3. Beautification, Maintenance, and Safety
 4. Infrastructure and Public Spaces
 5. Preservation and Development
- *Memberships and Subscriptions:* Professional organizations, resources, and services that support DDA operations and professional development.
- *Travel and Training:* Educational, professional development, and networking opportunities for the Executive Director and Board members.



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FY2026 and FY2027 Priorities-

Due to the timing of the DDA's formation and the Executive Director's anticipated start date, FY2026 represents a limited period of operations focused primarily on establishing the organization, including startup activities, administrative systems, and introducing the DDA to the community. FY2027 reflects a full year of operations, including the Executive Director's full salary and benefits, ongoing administrative costs, continuation of the Association's signature downtown events, and implementation of priority Plan of Development initiatives.

Notable investments and expenditures for FY2026–FY2027 include:

- **Personnel:** Full-time Executive Director with an \$85,000 salary, 5% retirement match, and healthcare benefits consistent with Town employees. The estimated maximum employee total burden is \$132,613, based on the highest-cost health plan, full use of the retirement match, and the lowest-cost unemployment category.
- **Thriving Businesses:** FY2026 includes an Executive Director Meet & Greet, DDA 101 community education campaign, downtown marketing and promotion, and creation of a Downtown Business Database. These efforts will continue into FY2027 except for downtown marketing and promotion as that is listed in the Capital and Long-Term Projects. The JDDA (association has requested that the ED Meet & Greet in 2026 also include recognition of the associations past paid members. Additional initiatives such as a Retail Attraction Program are also within the Capital and Long-Term Projects.
- **Events & Activation:** FY2026 includes the management of staff for the Downtown Ice-Skating Rink, including marketing and coordination with Town staff. FY2027 will include continuation of signature events Cinco de Mayo, Fall Fest, Trick-or-Treat Street, and Johnstown Jingle. Within Capital and Long-Term Projects, several initiatives are listed regarding launch season events and a pop-up series to increase nighttime visitation and foot traffic downtown.
- **Beautification/Infrastructure:** FY2027 investments will include exploring year-round decorative lighting for Downtown Johnstown and a sidewalk network gap and streetscape prioritization study in coordination with the Town. The lighting project would be a one-time investment with an ongoing maintenance cost, while the sidewalk/streetscape improvement study will require staff time. However, after the completion of the sidewalk/streetscape improvements study, funding may be required to complete the improvements. Future funding for those improvements has been listed within Capital and Long-Term Projects.
- **Preservation & Development:** The DDA will coordinate with the Reider and Held property owners as development plans progress and develop a strategy for potential future inclusion of these properties within the DDA boundary. The DDA will also support West Alleyway



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beautification efforts. These items will mostly require staff time. Opportunities to partner with the Historical Society have been considered within Capital and Long-Term Projects.

Capital & Long-Term Projects-

Several projects and initiatives discussed during the September 1 budget workshop have been identified as medium- to long-term priorities and are included in the Capital & Long-Term Projects sheet. While these initiatives remain important to the DDA Board's vision for 2027 and beyond, staff recommends taking a pragmatic approach to funding during the DDA's initial years of operation. The DDA is still establishing its financial foundation, and there is currently limited historical information regarding TIF revenues and the performance of the sales and property tax baselines. In addition, Town Council is currently discussing a potential reduction in the Town's mill levy, which could affect future property tax revenue generated within the DDA district.

Given these factors, staff recommends that the DDA take a more conservative approach to expenditures during its first several years, with an emphasis on maintaining healthy reserves and avoiding significant recurring or ongoing costs until the DDA has a better understanding of its long-term revenue capacity. Deferring larger initiatives does not eliminate them from consideration, but rather provides the DDA with time to establish reliable revenue history, build financial capacity, and develop the programs and initiatives necessary to have a measurable impact.

The projects and initiatives identified in the Capital & Long-Term Projects sheet should therefore be reevaluated in 2027 based on actual TIF revenues, available reserves, ongoing operational needs, funding capacity, and community priorities. As the DDA's financial position becomes clearer, select projects could be considered for implementation beginning in 2028 or as funding allows.

Budget Flexibility-

The proposed budget is intentionally structured to provide flexibility as the DDA establishes its operations and identifies opportunities throughout the fiscal year. Designated funding "buckets" allow staff to respond to emerging opportunities while maintaining alignment with the Plan of Development.

Not all Plan of Development initiatives will require a direct financial expenditure. Some initiatives may be advanced through staff time, partnerships, coordination, technical assistance, or policy support.

Overall, the proposed budget provides a foundation for the DDA's inaugural year while balancing the need to establish core operations, continue valued downtown programming, and begin implementing strategic investments identified in the Plan of Development.



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Financial Impact:

The recommended budget takes a conservative approach to projected TIF revenues and anticipated Town contributions. It also distinguishes between one-time investments and initiatives that may create ongoing operational or maintenance costs, allowing the DDA to evaluate the long-term financial impact of proposed projects before implementation.

Legal Review:

N/A

Plan of Development Alignment:

Immediate Strategy/ Start-up: Focusing on administrative and legal requirements for start-up.

Staff Recommendation:

Staff recommends approval of the 2026-2027 Johnstown Downtown Development Authority Budget to be presented to Town Council.

Suggested Motions:

For Approval: I move to approve the 2026-2027 Johnstown Downtown Development Authority Budget to be presented to Town Council.

For Denial: I move to deny the 2026-2027 Johnstown Downtown Development Authority Budget as presented.

Johnstown Downtown Development Authority

Budget Summary | Fiscal Years 2026 and 2027

REVENUES	What it covers	FY2026	FY2027
TIF Property Tax	Growth in property tax within the district above its baseline value	—	\$6,957
TIF Sales Tax	Growth in sales tax within the district above its baseline	—	\$10,659
Town Contribution	Annual contribution from the Town of Johnstown	\$120,000	\$240,000
Event Contribution	Revenue collected at or from district/community events	—	—
Sponsorship Contribution	Sponsorships supporting district/community events	—	\$10,000
Misc. Revenues	Other revenue, including a one-time contribution from the JDDA (association) in FY2026	\$54,000	—
TOTAL REVENUES		\$174,000	\$267,616
EXPENSES	What it covers	FY2026	FY2027
Personnel	Executive Director salary, insurance and retirement	\$30,500	\$132,700
Admin	Startup costs, accounting, legal, insurance, office needs and Town-provided administrative services	\$20,500	\$25,000
Events	Community events such as Cinco de Mayo, Fall Fest, Trick or Treat Street and Johnstown Jingle	\$10,000	\$30,000
Plan of Development Projects	Initiatives from the Plan of Development	\$10,000	\$57,000
Memberships & Subscriptions	Professional memberships	—	\$850
Travel & Training	Conferences and trainings	—	\$3,000
TOTAL EXPENSES		\$71,000	\$248,550
NET REVENUES OVER (UNDER) EXPENSES		\$103,000	\$19,066
FUND BALANCE		FY2026	FY2027
Beginning Fund Balance	Carried forward from the prior year	—	\$103,000
Net Revenues Over (Under) Expenses	From the line above	\$103,000	\$19,066
Projected Ending Fund Balance	Available at year end	\$103,000	\$122,066

Internal Budget Detail

Johnstown Downtown Development Authority | Executive Director working copy | Yellow cells are yours to edit; everything else calculates automatically

Line Item	FY2026	FY2027	Internal Notes (ED use only)
REVENUES			
TIF Property Tax	–	\$6,957	FY27: Est. TIF Valuation Baseline \$17,269,820 set by Weld County, using PUMA's est. 1% growth (outdated)
TIF Sales Tax	–	\$10,659	FY27: TIF Baseline \$1,065,949 based on 3% sales tax rate (.5% restricted to Streets Fund); est. 1% growth
Town Contribution	\$120,000	\$240,000	e.g., per intergovernmental agreement, approved amount
Event Contribution	–	–	e.g., revenue collected at/from district/community events
Sponsorship Contribution	–	\$10,000	FY27: Sponsorships for all events
Misc. Revenues	\$54,000	–	FY26: JDDA (association) one-time contribution
TOTAL REVENUES	\$174,000	\$267,616	
EXPENSES			
Personnel	\$30,500	\$132,700	
Executive Director Salary & Benefits	\$30,500	\$132,700	FY26: Includes pro rated salary, insurance, retirement (administered through the Town). FY27: Includes full year salary at \$85K, insurance, and retirement; assume highest cost burden (administered through the Town).
Admin	\$20,500	\$25,000	
Startup Cost	\$5,500	–	
Accounting	\$1,500	\$5,000	FY26: Est. cost based on JDDA (association) services with Rocky Mountain Accounting.
Legal	\$2,500	\$8,000	
Misc.	\$1,000	\$7,000	FY27: Event insurance, Office supplies, domain/email management, software, etc.
Town Reimbursements	\$10,000	\$5,000	FY26: Legal fees, laptop, office supplies, emails/domain, software, misc. FY27: Reimbursements for insurance, downtown event assistance, HR & payroll admin, employee benefits, financial admin. (TOJ reimbursements- invoices/receipts will be provided)
Events	\$10,000	\$30,000	
Cinco de Mayo	–	\$10,000	
Fall Fest	–	\$10,000	
Trick or Treat Street	\$3,500	\$5,000	
Johnstown Jingle	\$6,500	\$5,000	
Other Events	–	–	
Plan of Development Projects	\$10,000	\$57,000	
Thriving Businesses	\$5,000	\$5,000	FY26: Executive Director Meet & Greet (JDDA request this includes a thank you/happy hour for their previous paid members), DDA 101 Campaign Downtown Marketing & Promotion (holidays, website updates, social media, etc.). Create Downtown Business Database. FY27: Carryforward DD 101 Campaign, Downtown Business Database
Events & Activation	\$5,000	–	FY26: Downtown Ice Skating Rink; marketing & coordination of staff. Separate from the recurring community events in the Events category above.
Beautification, Maintenance, & Safety	–	\$50,000	FY27: Explore year round lighting in downtown; one-time expense but may create on-going maintenance cost.
Infrastructure & Public Spaces	–	–	FY27: Explore study/prioritization of sidewalk and streetscape improvements (develop an inventory), collaborate closely with the Town; requires staff time
Preservation & Development	–	\$2,000	FY27: Strategize with Reider and Held property owners as development plans advance, including evaluating potential TIF revenue and determining the appropriate timing for petitioning to include the properties within the DDA district; support West Alleyway beautification efforts; one-time and mostly staff time.
Memberships & Subscriptions	–	\$850	
Downtown Colorado Inc. (DCI)	–	\$850	FY27: Annual DDA Memberships \$850
Other Memberships	–	-	FY27: Begin exploring cost and benefits of other memberships such as Special Districts Association of CO, Economic Development Council of Colorado, etc.
Travel & Training	–	\$3,000	
Conferences & Training	–	\$3,000	FY27: Attend annual DCI In the Game Conf., other conferences/trainings as needed.
TOTAL EXPENSES	\$71,000	\$248,550	
NET REVENUES OVER (UNDER) EXPENSES	\$103,000	\$19,066	
FUND BALANCE			
Beginning Fund Balance	–	\$103,000	FY2026 beginning balance is entered as \$0 (new district) — update if the DDA starts with funds on hand. FY2027 beginning = FY2026 ending.
Net Revenues Over (Under) Expenses	\$103,000	\$19,066	
Projected Ending Fund Balance	\$103,000	\$122,066	

Capital & Long-Term Projects

Projects under consideration for future years, not yet in the annual operating budget | Not included in the Public Summary totals | Yellow cells are yours to edit

Project Name / Description	Plan of Development Goal	Cost Type	Est. Cost (\$)	Start Year	Length (Yrs)	Status	Priority	Funding Source	Notes (assumptions, scope, etc.)
Historical Society Partnership & Programming	Preservation & Development	Annual	\$5,000	2029	Ongoing	Proposed	Low	Explore grants and/or sponsors	Partner with Historical Society to create inventory of downtown and create programming/events around it.
Retail Attraction Program	Thriving Businesses	Annual	\$20,000	2028	Ongoing	Proposed	Medium	General revenue	Develop a retail attraction program focused on recruiting new retail and commercial businesses to downtown while providing funding or other assistance to facilitate the reuse and code compliance of existing buildings for new tenants.
Downtown Marketing Campaign	Thriving Businesses	Annual	\$10,000	2029	Ongoing	Proposed	High	General revenue	Create a robust marketing campaign (digital/print) to market the downtown corridor including businesses and events. Focus on using existing JDDA platforms to extend reach
Evening Activation Pilot Program	Events & Activation	One-time	\$5,000	2028	1 year	Proposed	Medium	Focus on finding sponsors for these events	Create a pop-up series or evening event to increase visitation at night. Determine after a year if events should be continued.
Seasonal Events	Events & Activation	One-time	\$10,000	2029	1 year	Proposed	Medium	Focus on finding sponsors for these events	Explore 2-3 seasonal events, maybe on a smaller scale than the typical community events. Determine after a year if events should be continued.
Downtown Sidewalk & Streetscape Improvements	Infrastructure and Public Spaces	One-time	\$50,000	2028	1 year	Proposed	High	Explore grants to match the \$50K allocation	Based on study/prioritization from 2027, execute improvements based on study.
TOTAL — ALL PROJECTS LISTED			\$100,000						
of which one-time costs			\$65,000						
of which annual costs (per year, once started)			\$35,000						

DDA Startup Cost TOTAL \$ 7,927.58

As of 10/01/26

Legislative Budget	Line Item Type	Description	Cost
10.10.4150	Professional Services	legal services RE startup docs	\$ 3,166.50
10.10.4150	Professional Services	legal matters RE DDA	\$ 176.00
10.10.4150	Professional Services	legal matter RE DDA and Executive Director	\$ 1,041.00
TOTAL			\$ 4,383.50

Economic Development Budget	Line Item Type	Description	Cost
10.26.4570.00	Miscellaneous	Seal & stickers	\$ 73.40
10.26.4570.00	Miscellaneous	Board Member Binders	\$ 27.99
10.26.4570.00	Miscellaneous	WIX/GoDaddy Domain Transfer	
10.26.4570.00	Miscellaneous	Domain Purchase through WIX for emails, Johnstowndda.org. 3 years. Renewals 072129	\$ 45.80
10.26.4570.00	Miscellaneous	USPS Po Box (1yr, expires 08/27)	\$ 106.00
10.26.4570.00	Miscellaneous	DDA Board Member Name Plates	\$ 146.60
10.26.4570	Miscellaneous	DDA, Wix Domain & Email Cost	\$ 1,095.30
10.26.4570	Miscellaneous	DDA, Wix Domain & Email Cost REFUND	\$ (1,046.65)
10.26.4570	Miscellaneous	Hays Market- snacks for DDA Panel Interview	\$ 11.36
10.26.4570	Miscellaneous	Hays Market- snacks for DDA Board Orientation meeting 070726	\$ 33.92
10.26.4570	Miscellaneous	Johnstown Breeze Publication - Ordinance RE Plan of Development	\$ 60.48
10.26.4570	Miscellaneous	ED Laptop, screen monitors x2, docking station	\$ 2,804.00
10.26.4570	Miscellaneous	Trick or Treat Street- event banners	\$ 185.88
TOTAL			\$ 3,544.08



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Downtown Development Authority Board Agenda Item Overview

Agenda Date: October 6, 2026

Subject: Trick or Treat Street Event

Attachments:

1. Trick or Treat Street Sponsorship Flyer
2. Trick or Treat Street Event Banner and Location Map

Presented by: Sarah Crosthwaite, Interim Executive Director

Agenda Item Overview:

Enclosed for review and consideration is information regarding the upcoming Trick or Treat Street event scheduled for Saturday, October 31, 2026, from 10:00 a.m. to 12:00 p.m. in Downtown Johnstown. The event will include participation from businesses within the Johnstown Shopping Center, along Parish Avenue, and along East and West Charlotte Street.

Historically, Trick or Treat Street has been hosted and coordinated by the Johnstown Downtown Development Association (JDDA). On September 22, 2026, the JDDA 501(c)(6) Board approved a motion to transition governance and management of its downtown activities to the Johnstown Downtown Development Authority (DDA). As part of this transition, the DDA will oversee the remaining 2026 downtown events, including Trick or Treat Street and Johnstown Jingle.

Event Planning & Business Participation

DDA staff has begun coordinating the event with the Town, downtown businesses, sponsors, and vendors. On September 23, staff submitted the Special Event Permit Application to the Town of Johnstown, which is currently under review. The application included:

- Special Event Permit Application
- Exhibit A: Event Site Plan
- Event Narrative
- Downtown Standard Event Closure & Traffic Plan
- Event Banner (72' x 36') Design and Location

Staff is also working with PFS Insurance, the current event insurance provider for the JDDA 501(c)(6), to transfer the event insurance coverage to the DDA. Updated insurance documentation will be submitted to the Town as required.



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Staff has contacted downtown businesses to encourage participation in the event. Event-day marketing will include sandwich boards throughout the event area identifying and promoting participating businesses.

The Town Clerk's Office has requested access to the Senior Center on the day of the event to accommodate a Weld County Elections Department Voter Service Center. To maintain access to the Senior Center parking lot, the event road closure will be adjusted from the standard closure plan and will instead occur near the intersection of West Charlotte Street and the West Parish Avenue alleyway.

The exhibit below illustrates the standard road closure signage, with the red marking identifying the proposed revised closure location. The revised closure will affect participation for businesses located at the end of West Charlotte Street. To provide these businesses with an opportunity to participate, staff will offer outdoor vendor tables within the event closure area at no cost.

Staff welcomes any feedback from the DDA Board regarding the revised road closure and proposed business participation.





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Event Sponsorships

Staff has also contacted Johnstown businesses regarding sponsorship opportunities for Trick or Treat Street. To date, the following sponsorships have been received or are pending. Staff updated the sponsorship structure this year to simplify and streamline the sponsorship levels and associated benefits. All sponsorship levels include the opportunity to have a booth at the event.

Sponsor/Business	Sponsorship Level	Amount	Payment Received
Trimlight NoCo	Bronze	\$ 250.00	Yes
Scenic Realty & Vacation Homes	Gold	\$ 500.00	Yes
Bank of Colorado	Gold	\$ 500.00	No
Hays Market	Gold	\$ 500.00	Yes

Event Expenses

To finalize event programming and logistics, staff is requesting Board feedback on the following proposed expenses and entertainment:

Vendor Name	Activity, Rental, or Use	Cost
Colorado Snapshot	Photobooth for attendees, allows for up to 2,000 print strips which can be customized to fit Downtown Brand	\$ 980.00
Fuzion	Rental of 2 Standard Porta Potty's, 1 ADA Porta Potty, and 2 handwash stations	\$ 1,015.00
Magical Moments	2 Disney Princess Characters; \$250/character	\$ 500
Johnstown Breeze	Print and Digital Edition Ad: Quarter page full color ad, \$247.50 Half page full color ad, \$412.50 (on back page, most prominent)	Varies
Denver Astromech Builders Club	Star Wars Character(s) including R2D2	No cost
DJ Overkill	DJ/Live Music	\$ 400



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A-Frame Signs (sandwich boards)	A-frame signs distributed throughout the event showcasing participating downtown businesses, sponsors, and promotion of the DDA.	Est. \$ 250
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Staff is awaiting a final quote from Rental Party Character and anticipates additional sponsorship commitments and payments prior to the event. Board feedback on the proposed expenses will allow staff to finalize vendor arrangements and event logistics.

Until the DDA's bank account is fully established, event expenses are being processed through the Town of Johnstown. Sponsorship payments are currently being received through the JDDA 501(c)(6) account at First National Bank. The account will be closed as part of the JDDA-to-DDA transition once all outstanding checks and transactions have cleared, which staff anticipate will occur before the end of October.

Once the DDA account is operational, future event expenses and sponsorship revenue will be processed through the DDA.

Financial Impact:

The proposed 2026–2027 budget includes funding for the 2026 Trick or Treat Street event, with approximately \$3,500 allocated for event expenses.

Legal Review:

N/A

Plan of Development Alignment:

Events and Activation: Hold signature events that bring people together.

Staff Recommendation:

Staff is requesting Board feedback regarding the proposed event expenses, road closure and affected businesses, and any other recommendations regarding execution of the event. Board direction will allow staff to finalize vendor arrangements, complete event planning, and continue preparations for the October 31 event.

Suggested Motions:

For Approval: I move to authorize staff to proceed with planning and executing the Trick or Treat Street event with a budget not to exceed \$3,500.



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For Denial: I move to deny the Johnstown Downtown Development Authority from planning and executing the Trick or Treat Street event.

SPONSORSHIP OPPORTUNITIES

Agenda Item 6

TRICK OR TREAT STREET



Saturday, October 31
10:00 AM - 12:00 PM



Downtown Johnstown,
Colorado

Join the Johnstown Downtown Development Authority in supporting one of Downtown Johnstown's favorite family traditions!

Trick or Treat Street brings families from throughout the community to Downtown Johnstown for a morning of Halloween fun, local businesses, activities, entertainment, and of course, trick-or-treating.

Your sponsorship helps make this free community event possible while putting your business directly in front of families and visitors.

SPONSORSHIP LEVELS



Presenting
Sponsor
\$2,000



Platinum
Sponsor
\$1,000



Gold
Sponsor
\$500



Bronze
Sponsor
\$250



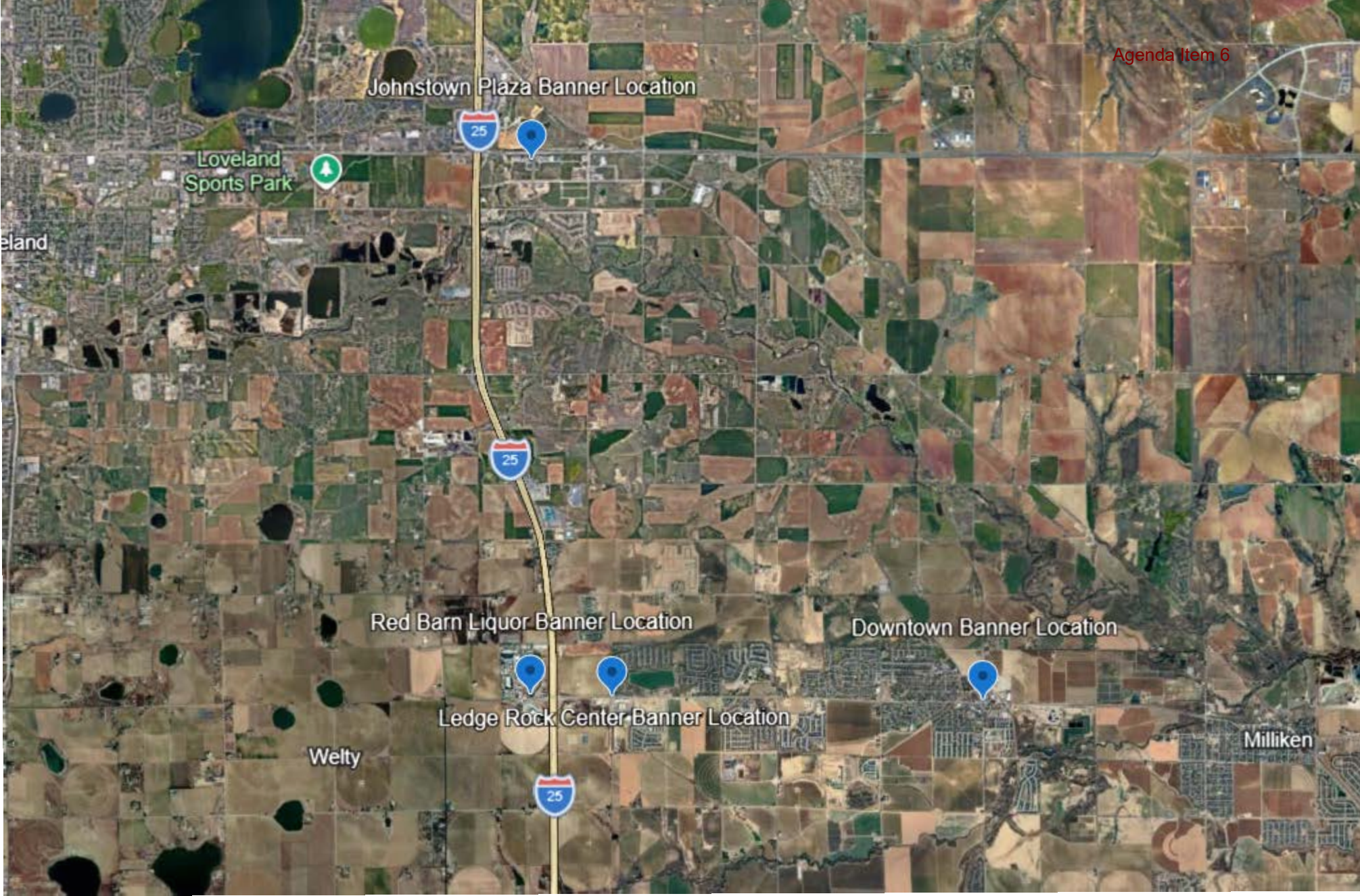
SATURDAY, OCTOBER 31

TRICK OR TREAT STREET

10 AM to 12 PM | Downtown Johnstown

Live music | Family friendly entertainment | Candy from local businesses





Johnstown Plaza Banner Location

Loveland Sports Park

Red Barn Liquor Banner Location

Downtown Banner Location

Ledge Rock Center Banner Location

Welty

Milliken

Leland

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into on the date set forth below by and between the JOHNSTOWN DOWNTOWN DEVELOPMENT AUTHORITY, a body corporate and politic ("Employer" or "DDA"), and KATHRYN MONROE ("Employee").

WITNESSETH:

WHEREAS, Employer desires to employ Employee as the Executive Director of the DDA; and

WHEARAS, Employee desires to accept employment as the Executive Director of the DDA; and

WHEREAS, it is the desire of the Employer and Employee to establish certain conditions of employment and to set working conditions of Employee; and

WHEREAS, to effectuate the foregoing, Employer and Employee desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Employment and Duties. Employer hereby agrees to employ Employee as Executive Director to perform those duties as described in the job description, attached hereto as "Exhibit A" and incorporated herein by this reference (the "Job Description"). In addition, Employee shall perform any and all duties which are necessary and appropriate for the management of the DDA and such duties that the DDA Board assigns to her.
2. Term. Employee shall serve as the Executive Director at the pleasure of the Board of Directors of the DDA (the "DDA Board"). Based on that understanding, this Agreement shall remain in full force and effect from the effective date of this Agreement until terminated by either party as provided herein.
3. Salary.
 - A. *Salary.* Employer agrees to pay Employee for services rendered pursuant to this Agreement an annual salary of Eighty Five Thousand Dollars and 0/100 (\$85,000) , payable in installments at the same time as Town of Johnstown ("Town") employees are paid, which is currently bi-weekly. Pursuant to a performance evaluation or otherwise, Employee shall be entitled to merit increases to her salary at the discretion of the DDA Board.
4. Termination.

- A. *Termination by Employer.* The DDA Board may terminate Employee's employment with the DDA, and thus terminate this Agreement, at any time, with or without cause, by a majority vote of the entire DDA Board.
 - B. *Termination by Employee.* Employee shall have the right to terminate this Agreement without cause by delivering written notice of termination to Employer. Such notice shall be given at least forty-five (45) days prior to the effective date of termination, unless the parties agree otherwise.
- 5. Employee Performance Evaluation.
 - A. *Probationary Period and Evaluation.* Without limiting Employer's right to terminate Employee at any time, with or without cause, as provided in Section 4.(A.) above, Employee shall serve a ninety (90) day probationary period commencing on Employee's first date of employment with the DDA. Prior to completion of the probationary period, the DDA Board shall meet with Employee to review Employee's performance and progress.
 - B. *Annual Performance Evaluation.* Employer, or its representatives, shall annually, or more often if Employer desires, review and evaluate the performance of Employee.
 - C. *Goals and Objectives.* Annually, or more frequently as determined by the Employer, the Employer and Employee shall establish written goals and performance objectives for the Employee that are consistent with the policies, priorities, and objectives established by the DDA Board and that support the effective operation and advancement of the DDA. The Employer and Employee shall establish the relative priority of such goals and objectives and, to the extent practicable, identify anticipated timelines for their completion. Such goals and objectives shall be reasonably attainable within the applicable timeframes and consistent with the DDA's annual operating and capital budgets and available appropriations.
- 6. Hours of Work, Timekeeping, Compensatory Time.
 - A. *Hours of Work.* There is no standard workweek or workday for the Executive Director position. Employee shall be available during the DDA's normal office hours, Monday through Friday, 8:00 a.m. through 5:00 p.m., as reasonably necessary to perform the duties and responsibilities of the position. Employee shall devote such additional time outside of normal office hours as is reasonably necessary to fulfill her duties and obligations under this Agreement, including attendance at evening and weekend meetings, events, and other DDA activities.
 - B. *Flex Schedule.* Upon Employee's request, the Employer and Employee may establish a flexible work schedule that accommodates the needs of the DDA and Employee, provided that such schedule does not interfere with Employee's ability to fulfill the duties and responsibilities of the Executive Director position. Any flexible work

schedule shall be agreed upon by the Employer and Employee and may be modified or discontinued, at the discretion of the DDA Board, as the needs of the DDA require.

- C. *Compensatory Time.* The Executive Director position is exempt from state and federal overtime laws. As such, Employee shall not have the right to overtime pay or compensatory time for hours worked in excess of forty (40) hours per week.
- 7. Other Employment. During the term of this Agreement, Employee shall not engage in or accept any other employment, business, or outside professional activity without the Employer's prior written approval. If Employee desires to engage in or accept any other employment or outside professional activity during the term hereof, Employee shall first submit a written request to the Employer describing the nature, scope, and anticipated time commitment of such employment or activity. The Employer shall have sole discretion to approve or deny such request and may condition any approval as it deems appropriate. No outside employment or activity may create, or reasonably be expected to create, a conflict of interest or interfere, or reasonably be expected to interfere, with Employee's duties and responsibilities as Executive Director. Employee shall not commence or continue any such outside employment or activity unless and until written approval has been provided by the Employer. Employer may revoke its approval at any time if it determines that the outside employment or activity creates, or is reasonably likely to create, a conflict of interest or interferes, or is reasonably likely to interfere, with Employee's performance of the duties and responsibilities of Executive Director.
- 8. Automobile. Employee shall furnish her own automobile as necessary to perform the functions and duties as Executive Director. Employer shall reimburse Employee for operation of her own automobile when used for official business at the rate established by Internal Revenue Service regulations. Employee shall be responsible for obtaining and maintaining liability, property damage and comprehensive insurance coverage for her vehicle. Employee shall maintain a record of when her personal automobile is used for official business, including destinations and total mileage, which shall be submitted with any reimbursement request. Employee, at Employer's request, shall furnish Employer with reasonable evidence of vehicle usage for which Employee seeks reimbursement. Reimbursement requests shall be submitted to and approved by the DDA Board Chair.
- 9. Vacation and Holidays.
 - A. *Vacation.* Vacation shall accrue at a rate of 1.66 days per month, with the first accrual occurring on the first day of the month following Employee's commencement of employment and each subsequent accrual occurring on the first day of each month thereafter. Employee shall be entitled to up to twenty (20) days of paid vacation per calendar year upon full accrual. Employee may carry over up to a maximum of five (5) days of unused vacation time from one calendar year to another. At no point during the term of this Agreement shall Employee's total available vacation exceed Employee's accrued vacation for the applicable calendar year plus up to five (5) days of eligible carryover vacation.

- B. *Holidays.* Employee shall be entitled to twelve (12) paid regular holidays and three (3) floating holidays per calendar year.
- i. *Regular Holidays.* Regular holidays are as follows: (1) New Year's Day; (2) Martin Luther King Day; (3) President's Day; (4) Memorial Day; (5) Independence Day; (6) Labor Day; (7) Veterans Day; (8) Columbus Day (9) Thanksgiving Day; (10) the day after Thanksgiving Day; (11) Christmas Eve; and (12) Christmas Day.
 - ii. *Floating Holidays.* Employee shall have the right to determine the dates for the three (3) floating holidays; provided however, that Employee shall give due regard to the needs of the DDA when making such determinations. Unused floating holidays may not be carried over to subsequent years. Employee shall not be entitled to compensation for unused floating holidays upon termination or expiration of this Agreement.
10. Sick Leave. Employee shall receive six (6) days of paid sick leave during the term of this Agreement, which may be used for Employee sickness or injury, for the sickness or injury of an immediate family member, or for any other reason set forth in the Colorado Healthy Families and Workplaces Act, C.R.S., 8-13.3-401 et seq. Unused sick leave shall not carry over from this Agreement to any subsequent employment agreement, nor shall Employee be entitled to any compensation for any unused sick leave upon the expiration or termination of this Agreement.
11. Disability, Health, and Life Insurance. Employer shall provide Employee with access to disability, health, and life insurance benefits made available to Town employees, subject to the eligibility requirements, plan terms, conditions, coverage levels, deductibles, premiums, and other provisions established by the Town and its applicable insurance providers. Employee acknowledges and agrees that the DDA does not control the insurance plans or benefits offered by the Town and, therefore, cannot guarantee that any particular plan, level of coverage, premium, deductible, benefit, or other term of coverage will remain available or unchanged throughout the term of Employee's employment. Unless the Town, at its discretion, otherwise provides, any changes made by the Town to its insurance benefits or plans shall apply to Employee in the same manner as applicable to Town employees, subject to the terms of the applicable plan. Employee may elect to decline any or all of the insurance benefits offered under this section at any time, subject to the applicable enrollment and waiver requirements of the Town and the applicable insurance provider. If Employee declines any such benefit, the DDA shall have no obligation to provide or reimburse the cost of that benefit for Employee during the period in which the benefit is declined.
12. Retirement. Employee shall be eligible to participate in the Town's Section 457(b) deferred compensation plan (the "457(b) Plan"), subject to the eligibility requirements, plan terms, contribution limits, and other provisions established by the Town and the administrator of the 457(b) Plan. The DDA shall provide an employer matching contribution up to five percent (5%) of Employee's salary, provided that Employee contributes an equal amount

of Employee's salary to the 457(b) Plan. Employee may elect to contribute more than five percent (5%) of Employee's salary to the 457(b) Plan, subject to the applicable contribution limits established by law and the terms of the 457(b) Plan; however, the DDA's matching contribution shall not exceed five percent (5%) of Employee's salary. Employee's contributions to the 457(b) Plan shall be made through payroll deductions or such other method as permitted under the 457(b) Plan. Employee acknowledges that the 457(b) Plan is administered by the Town and that the terms, conditions, contribution limits, investment options, and other provisions of the 457(b) Plan are subject to the Town's plan documents and applicable federal law and may be amended from time to time. The DDA does not guarantee any particular investment return, investment option, or other plan provision.

13. Expense Reimbursement. Except as expressly provided for hereunder, all expenses for which Employee seeks reimbursement from Employer shall be approved in advance by the DDA Board.
14. Travel. Overnight travel or out-of-town travel beyond sixty (60) miles from Johnstown, Colorado, must be approved in advance by the DDA Board. All such travel shall be for the sole purpose of furthering Employer's goals and objectives.
15. Confidentiality. During the course of employment, Employee may be required to participate in executive sessions of the DDA Board, pursuant to the Colorado Open Meetings Law, C.R.S. 24-6- 401 et seq., or may come into possession of, or otherwise encounter, documents or other forms of information which are protected from disclosure under the Colorado Open Records Act, C.R.S. 24-72-201 et seq., or other applicable state or federal law ("Confidential Information"). Employee agrees that she shall not disclose Confidential Information to any third party not entitled to such information.
16. Contingent Upon Budgeting and Appropriation by Town Council. All financial obligations of the DDA hereunder are expressly conditioned upon funds for such purpose being budgeted and appropriated by the Town Council of the Town of Johnstown.
17. Notice. Any notice required or desired to be given by any party to this Agreement shall be in writing and may be personally delivered; sent by certified mail, return receipt requested; sent by a nationally recognized receipted overnight delivery service, including the United States Postal Service, United Parcel Service, Federal Express, or Airborne Express, for earliest delivery the next day; or sent by electronic mail. Any such notice shall be deemed to have been given as follows: when personally delivered to the party to whom it is addressed; when mailed, three delivery (3) days after deposit in the United States mail, postage prepaid; when by overnight delivery service, one (1) day after deposit in the custody of the delivery service, and when by electronic mail, upon delivery of the electronic mail on the condition that the intended recipient acknowledges receipt thereof. The addresses for the mailing or delivering of notices shall be as follows:

If to Employee:

Kathryn Monroe
2076 Orchard Bloom Drive, Windsor CO 80550
Email: katie@hesslandllc.com

If to Employer:

Johnstown Downtown Development Authority
Attn: Board Chair
PO Box 127
Johnstown, CO 80534
Email:

With a copy to:

Town of Johnstown
ATTN: Matthew LeCern
450 S. Parish Avenue
Johnstown, CO 80534
Email: Notices@JohnstownCO.Gov

Notice of a change of address of a party shall be given in the same manner as all other notices as hereinabove provided.

18. General Provisions.

- A. *Personnel Policies.* Except as provided for herein, Employee shall be subject to the personnel policies and practices of the DDA, as set forth in the DDA Employee Handbook, if one is adopted.
- B. *Modification of Agreement.* No subsequent modification of any term or provision of this Agreement shall be valid, binding upon the parties or enforceable unless made in writing and signed by the parties hereto.
- C. *Governing Law, Venue.* The laws of the State of Colorado shall govern the construction, interpretation, execution and enforcement of this Agreement. Should either party hereto institute legal suit which results from, arises out of or is in any way connected with this Agreement, it is agreed that venue for such suit or action shall be proper and exclusive in the District Court of Weld County, Colorado.
- D. *Severability of Terms and Conditions.* In the event that any term or condition of this Agreement is held to illegal, invalid or unenforceable under present or future law effective during the term of this Agreement, such term or condition shall be fully severable.
- E. *Material Nature of Terms and Conditions.* Each and every term and condition contained herein shall be deemed to be a material element of this Agreement.

- F. *Limitation on Waiver of Breach.* The failure of either party to insist, in any one instance or more, upon the performance of any of the duties, obligations, covenants or conditions of this Agreement, or to exercise any right or privilege herein conferred, shall not be construed as thereafter waiving any such duties, obligations, covenants, conditions, rights or privileges, but the same shall continue and remain in full force and effect.
- G. *Integrated Agreement.* This Agreement, together with any attached and incorporated exhibits, represents the entire and integrated agreement between the parties concerning the subject matter contained herein and supersedes all prior negotiations, representations or agreements, whether written or oral.
- H. *Proprietary Rights.* Employer shall retain sole ownership of and right to use, reproduce, market, license or otherwise distribute any and all work, materials, documents, products and programs, in any form whatsoever, produced by Employee pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year of the last signature below written.

JOHNSTOWN DOWNTOWN DEVELOPMENT AUTHORITY,
a body corporate and politic

By: _____
Melissa Sobeski, Chair

Date: _____

ATTEST:

Sarah Crosthwaite, Interim Executive Director & Secretary

EMPLOYEE

By:

Kathryn Monroe

Date:

9/18/2026

EXHIBIT A

[ATTACHED HERETO]