AGENDA

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

   Michael Mahoney, Mayor  
   Jamie Jeffery, Mayor Pro Tem  
   May Wescott, Trustee  
   Jacklyn White, Trustee  
   Kathleen Bristow, Trustee  
   Dawn Coen, Trustee  
   Peggy Tapey, Trustee

4. APPROVAL OF AGENDA

5. PROCLAMATION
   a. Child Abuse Prevention Month

6. PUBLIC COMMENT
   The Town Clerk will read into record any comments/questions that were received prior to the meeting. Actions will not be taken at this time. Any Board of Trustee or Staff responses will be provisional. The Board of Trustees may provide consensus direction to Staff, for follow-up, at conclusion of comments.

7. CONSENT AGENDA
   Any item listed on the Consent Agenda can be removed upon request from any member of the Town Board. For the benefit of our audience, the mayor will read the items remaining on the Consent Agenda prior to the Board’s vote.
   a. Payment Approval Report ($144,007.07)  
   b. March 21, 2023 Minutes  
   c. Resolution 2023-14 Approving a Water Lease Agreement For 2023 With South Adams County Water and Sanitation District Activity Enterprise  
   d. Resolution 2023-15 Approving a Water Lease Agreement for 2023 With Farmers Reservoir and Irrigation Company

8. DISCUSSION
   a. Marijuana Industry Update
9. **MAYOR AND TRUSTEE COMMENTS**

10. **ADJOURN**

*The Board may convene a lawfully called executive session at any time during a regular or special meeting of the Board.*
PROCLAMATION

WHEREAS, every child deserves to grow up in a safe, nurturing environment, free from harm and fear. All children do not receive appropriate care; in fact, too many children become victims at the hands of abusive perpetrators, and it is up to us as a community to tirelessly work to end it through awareness and action. Every responsible person will agree that even one abused child is too many; and

WHEREAS, the month of April has been designated nationally as Child Abuse Prevention Month. At this time, we encourage all Town of Lochbuie citizens to join in renewing our commitment to preventing child abuse and learning what we can do to promote the safety and well-being of children; and

WHEREAS, the Town of Lochbuie has dedicated individuals and organizations who work daily to counter the problem of child abuse and to help parents obtain the assistance they need; and

WHEREAS, our community is stronger when all citizens become aware of child abuse prevention and become involved in supporting parents to raise their children in a safe and nurturing environment; and

WHEREAS, effective child abuse prevention programs, such as CASA of Adams & Broomfield Counties, succeed because of partnerships among families, social service agencies, schools, religious and civic organizations, law enforcement agencies and the business community; and

WHEREAS, all citizens, community agencies, faith organizations and businesses will work to increase their efforts to support families.

NOW, THEREFORE, BE IT RESOLVED, that I, Michael Mahoney, Mayor of the Town of Lochbuie, on behalf of the Board of Trustees, do hereby proclaim April 2023 as "Child Abuse Prevention Month."

In Witness Whereof, I have hereto set my hand and caused the seal of the Town of Lochbuie, Colorado to be affixed this Fourth day of April 2023.

Michael Mahoney, Mayor
Report Criteria:
- Detail report.
- Invoices with totals above $0 included.
- Paid and unpaid invoices included.

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Invoice Number</th>
<th>Description</th>
<th>Invoice Date</th>
<th>Net Amount</th>
<th>Paid Date</th>
<th>Amount Paid</th>
<th>Date Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>4 RIVERS EQUIPMENT</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4 RIVERS EQUIPMENT</td>
<td>1439286</td>
<td>Loader Rental</td>
<td>02/27/2023</td>
<td>4,378.61</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total 4 RIVERS EQUIPMENT:</td>
<td></td>
<td></td>
<td></td>
<td>4,378.61</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>ADAMSON POLICE PRODUCTS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ADAMSON POLICE PRODUCTS</td>
<td>INV392424</td>
<td>Uniform - PD - Ramirez</td>
<td>02/27/2023</td>
<td>6.95</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ADAMSON POLICE PRODUCTS</td>
<td>INV392813</td>
<td>Uniform - PD - Southard</td>
<td>03/07/2023</td>
<td>20.85</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ADAMSON POLICE PRODUCTS</td>
<td>INV393203</td>
<td>Uniform - PD - Fuchsgruber</td>
<td>03/15/2023</td>
<td>1,625.00</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ADAMSON POLICE PRODUCTS</td>
<td>INV393204</td>
<td>Uniform - PD - Southard</td>
<td>03/15/2023</td>
<td>1,468.00</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ADAMSON POLICE PRODUCTS</td>
<td>INV393363</td>
<td>Uniform - PD - HOFFMAN</td>
<td>03/16/2023</td>
<td>784.38</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ADAMSON POLICE PRODUCTS</td>
<td>INV393365</td>
<td>Uniform - PD - SMITH</td>
<td>03/16/2023</td>
<td>429.96</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ADAMSON POLICE PRODUCTS</td>
<td>INV393488</td>
<td>PD Equipment</td>
<td>03/17/2023</td>
<td>51.96</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ADAMSON POLICE PRODUCTS</td>
<td>INV393598</td>
<td>Uniform - PD - Orlando</td>
<td>03/21/2023</td>
<td>1,550.00</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ADAMSON POLICE PRODUCTS</td>
<td>INV393599</td>
<td>Uniform - PD - Ramirez</td>
<td>03/21/2023</td>
<td>1,460.00</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ADAMSON POLICE PRODUCTS</td>
<td>INV393737</td>
<td>Uniform - PD - SMITH</td>
<td>03/22/2023</td>
<td>63.00</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ADAMSON POLICE PRODUCTS</td>
<td>INV393843</td>
<td>Uniform - PD - Ramirez</td>
<td>03/24/2023</td>
<td>17.99</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ADAMSON POLICE PRODUCTS</td>
<td>INV393931</td>
<td>Uniform - PD - Fuchsgruber</td>
<td>03/27/2023</td>
<td>55.79</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total ADAMSON POLICE PRODUCTS:</td>
<td></td>
<td></td>
<td></td>
<td>7,533.88</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>AIRBOUND</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AIRBOUND</td>
<td>245489</td>
<td>Town Event-Trampoline-2023</td>
<td>03/22/2023</td>
<td>4,952.50</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total AIRBOUND:</td>
<td></td>
<td></td>
<td></td>
<td>4,952.50</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>AMAZON CAPITAL SERVICES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AMAZON CAPITAL SERVICES</td>
<td>1D3J-DCWK-1R</td>
<td>PW Supplies</td>
<td>03/14/2023</td>
<td>193.34</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AMAZON CAPITAL SERVICES</td>
<td>1D3J-DCWK-1R</td>
<td>PW Supplies</td>
<td>03/14/2023</td>
<td>193.34</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AMAZON CAPITAL SERVICES</td>
<td>1D3J-DCWK-1R</td>
<td>PW Supplies</td>
<td>03/14/2023</td>
<td>151.79</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AMAZON CAPITAL SERVICES</td>
<td>1NNN-WYPV-1</td>
<td>PW Supplies</td>
<td>03/20/2023</td>
<td>23.33</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AMAZON CAPITAL SERVICES</td>
<td>1YXP-QDV9-K</td>
<td>Office Supplies - WELLNESS COMMITTE</td>
<td>03/22/2023</td>
<td>55.24</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total AMAZON CAPITAL SERVICES:</td>
<td></td>
<td></td>
<td></td>
<td>617.04</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>AMERICAN HERITAGE LIFE INS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AMERICAN HERITAGE LIFE INS</td>
<td>12400-032323</td>
<td>03/23 - Accident Insurance</td>
<td>03/23/2023</td>
<td>4.74</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AMERICAN HERITAGE LIFE INS</td>
<td>12400-032323</td>
<td>03/23 - Accident Insurance</td>
<td>03/23/2023</td>
<td>.78</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AMERICAN HERITAGE LIFE INS</td>
<td>12400-032323</td>
<td>03/23 - Accident Insurance</td>
<td>03/23/2023</td>
<td>32.80</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AMERICAN HERITAGE LIFE INS</td>
<td>12400-032323</td>
<td>03/23 - Accident Insurance</td>
<td>03/23/2023</td>
<td>318.51</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AMERICAN HERITAGE LIFE INS</td>
<td>12400-032323</td>
<td>03/23 - Accident Insurance</td>
<td>03/23/2023</td>
<td>33.07</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AMERICAN HERITAGE LIFE INS</td>
<td>12400-032323</td>
<td>03/23 - Accident Insurance</td>
<td>03/23/2023</td>
<td>31.91</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AMERICAN HERITAGE LIFE INS</td>
<td>12400-032323</td>
<td>03/23 - Accident Insurance</td>
<td>03/23/2023</td>
<td>31.90</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AMERICAN HERITAGE LIFE INS</td>
<td>12400-032323</td>
<td>03/23 - Accident Insurance</td>
<td>03/23/2023</td>
<td>54.53</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AMERICAN HERITAGE LIFE INS</td>
<td>12400-032323</td>
<td>03/23 - Accident Insurance</td>
<td>03/23/2023</td>
<td>52.38</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AMERICAN HERITAGE LIFE INS</td>
<td>12400-032323</td>
<td>03/23 - Accident Insurance</td>
<td>03/23/2023</td>
<td>38.15</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AMERICAN HERITAGE LIFE INS</td>
<td>12400-032323</td>
<td>03/23 - Accident Insurance</td>
<td>03/23/2023</td>
<td>37.42</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total AMERICAN HERITAGE LIFE INS:</td>
<td></td>
<td></td>
<td></td>
<td>636.19</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>BISHOP-BROGDEN ASSOCIATES, INC</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BISHOP-BROGDEN ASSOCIATE</td>
<td>51570</td>
<td>3/23 - Beebe Draw</td>
<td>03/15/2023</td>
<td>1,553.00</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vendor Name</td>
<td>Invoice Number</td>
<td>Description</td>
<td>Invoice Date</td>
<td>Net Amount</td>
<td>Amount Paid</td>
<td>Date Paid</td>
<td></td>
</tr>
<tr>
<td>-----------------------------</td>
<td>----------------</td>
<td>------------------------------------</td>
<td>---------------</td>
<td>------------</td>
<td>-------------</td>
<td>-----------</td>
<td></td>
</tr>
<tr>
<td>BISHOP-BROGDEN ASSOCIATE</td>
<td>51571</td>
<td>3/23 - Water Supply Master Plan</td>
<td>03/15/2023</td>
<td>5,759.75</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BISHOP-BROGDEN ASSOCIATE</td>
<td>51701</td>
<td>3/23 - General Water Service</td>
<td>03/15/2023</td>
<td>11,421.05</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BISHOP-BROGDEN ASSOCIATE</td>
<td>51702</td>
<td>3/23 - Reimb - LOB Litigation Deposit</td>
<td>03/15/2023</td>
<td>14,935.00</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total BISHOP-BROGDEN ASSOCIATES, INC:</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>33,668.80</strong></td>
<td><strong>.00</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CENTURY LINK</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CENTURY LINK</td>
<td>1343-032223</td>
<td>4/23-230-659-1343-WW Plant</td>
<td>03/22/2023</td>
<td>145.41</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CENTURY LINK</td>
<td>2474-31323</td>
<td>3/23-230-637-2474-Water Plant</td>
<td>03/13/2023</td>
<td>168.90</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total CENTURY LINK:</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>314.31</strong></td>
<td><strong>.00</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CINTAS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CINTAS</td>
<td>4148674335</td>
<td>3/23-Town Hall Mats/Towels</td>
<td>03/20/2023</td>
<td>49.72</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CINTAS</td>
<td>4150562375</td>
<td>3/23-Town Hall Mats/Towels</td>
<td>03/27/2023</td>
<td>49.72</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total CINTAS:</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>99.44</strong></td>
<td><strong>.00</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>COBRAHELP</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>COBRAHELP</td>
<td>282126</td>
<td>2/23 Cobra Consultant</td>
<td>03/15/2023</td>
<td>28.00</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total COBRAHELP:</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>28.00</strong></td>
<td><strong>.00</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>COLORADO ANALYTICAL LAB</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>COLORADO ANALYTICAL LAB</td>
<td>2303091112</td>
<td>WATER-DRINKING</td>
<td>03/16/2023</td>
<td>230.40</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>COLORADO ANALYTICAL LAB</td>
<td>2303091114</td>
<td>WATER-DRINKING</td>
<td>03/16/2023</td>
<td>864.00</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>COLORADO ANALYTICAL LAB</td>
<td>230310058</td>
<td>WATER-DRINKING</td>
<td>03/17/2023</td>
<td>86.40</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>COLORADO ANALYTICAL LAB</td>
<td>230313041</td>
<td>WATER-DRINKING</td>
<td>03/14/2023</td>
<td>82.80</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>COLORADO ANALYTICAL LAB</td>
<td>230313042</td>
<td>WASTEWATER TESTING</td>
<td>03/15/2023</td>
<td>24.30</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>COLORADO ANALYTICAL LAB</td>
<td>230313045</td>
<td>WASTEWATER TESTING</td>
<td>03/20/2023</td>
<td>16.20</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total COLORADO ANALYTICAL LAB:</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>1,304.10</strong></td>
<td><strong>.00</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>COLORADO COMMUNITY MEDIA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>COLORADO COMMUNITY MEDIA</td>
<td>81999</td>
<td>3/23-Legal Notices-Ord BSB2235 2020 MODEL</td>
<td>03/24/2023</td>
<td>42.24</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total COLORADO COMMUNITY MEDIA:</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>42.24</strong></td>
<td><strong>.00</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Comcast</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Comcast</td>
<td>0288526-31623</td>
<td>4/23-Internet</td>
<td>03/16/2023</td>
<td>105.65</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Comcast</td>
<td>0288526-31623</td>
<td>4/23-Internet</td>
<td>03/16/2023</td>
<td>105.65</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Comcast</td>
<td>0288526-31623</td>
<td>4/23-Internet</td>
<td>03/16/2023</td>
<td>105.65</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Comcast:</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>316.95</strong></td>
<td><strong>.00</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>COREN PRINTING , INC</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>COREN PRINTING , INC</td>
<td>86811</td>
<td>vehicle impound/recovery report</td>
<td>02/01/2023</td>
<td>190.80</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total COREN PRINTING , INC:</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>190.80</strong></td>
<td><strong>.00</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CULLIGAN WATER COND</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CULLIGAN WATER COND</td>
<td>153X03565201</td>
<td>Drinking Water Equip-3/1-4/30/23</td>
<td>02/28/2023</td>
<td>14.67</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CULLIGAN WATER COND</td>
<td>153X03565201</td>
<td>Drinking Water Equip-3/1-4/30/23</td>
<td>02/28/2023</td>
<td>14.67</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CULLIGAN WATER COND</td>
<td>153X03565201</td>
<td>Drinking Water Equip-3/1-4/30/23</td>
<td>02/28/2023</td>
<td>14.66</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total CULLIGAN WATER COND:</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>44.00</strong></td>
<td><strong>.00</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vendor Name</td>
<td>Invoice Number</td>
<td>Description</td>
<td>Invoice Date</td>
<td>Net Amount</td>
<td>Paid Date</td>
<td>Amount Paid</td>
<td></td>
</tr>
<tr>
<td>-------------</td>
<td>----------------</td>
<td>----------------------------------</td>
<td>--------------</td>
<td>------------</td>
<td>-----------</td>
<td>-------------</td>
<td></td>
</tr>
<tr>
<td>DENALI WATER SOLUTIONS LLC</td>
<td>INV433545</td>
<td>3/13-3/17/2023-Sludge Hauling</td>
<td>03/19/2023</td>
<td>3,757.68</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DENALI WATER SOLUTIONS LLC</td>
<td>INV433664</td>
<td>ANNUAL SAMPLING</td>
<td>03/23/2023</td>
<td>1,065.42</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ECONOMIC DEVELOPMENT COUNCIL OF CO</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ECONOMIC DEVELOPMENT CO</td>
<td>1569</td>
<td>2023 Membership Dues</td>
<td>01/20/2023</td>
<td>116.67</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ECONOMIC DEVELOPMENT CO</td>
<td>1569</td>
<td>2023 Membership Dues</td>
<td>01/20/2023</td>
<td>116.67</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ECONOMIC DEVELOPMENT CO</td>
<td>1569</td>
<td>2023 Membership Dues</td>
<td>01/20/2023</td>
<td>116.66</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ELAINE BARRERA</td>
<td>ORAL HEALTH</td>
<td>ORAL HEALTH SUPPLIES</td>
<td>03/30/2023</td>
<td>74.80</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ERB ELEMENT</td>
<td>5</td>
<td>4/23- Marketing Services</td>
<td>03/23/2023</td>
<td>666.67</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FARMERS RESERVOIR &amp; IRRIGATION</td>
<td></td>
<td>Schneider water adjustments</td>
<td>03/15/2023</td>
<td>87.50</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>GRANT WRITING USA</td>
<td>FAMAW-032023</td>
<td>GRANT WRITING ADMISSION</td>
<td>03/29/2023</td>
<td>495.00</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HIGHLANDS RANCH LAW ENFORCEMENT TRAINING</td>
<td>REF23-01-16</td>
<td>REFRESHER ACADEMY - HOFFMAN</td>
<td>03/15/2023</td>
<td>2,800.00</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ION DEVELOPER LLC</td>
<td>23LOC-00024</td>
<td>23LOC-00024 REFUND</td>
<td>03/16/2023</td>
<td>80.00</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>JVA INC</td>
<td>107435</td>
<td>2/23 - Elevated Water Storage Tank Design</td>
<td>02/28/2023</td>
<td>4,730.00</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>KONICA MINOLTA BUSINESS SOLUTIONS</td>
<td>285944863</td>
<td>2/23-Copier Lease-PD</td>
<td>03/18/2023</td>
<td>234.10</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total DENALI WATER SOLUTIONS LLC:</td>
<td></td>
<td></td>
<td></td>
<td>4,823.10</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total ECONOMIC DEVELOPMENT COUNCIL OF CO:</td>
<td></td>
<td></td>
<td></td>
<td>350.00</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total ELAINE BARRERA:</td>
<td></td>
<td></td>
<td></td>
<td>74.80</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total ERB ELEMENT:</td>
<td></td>
<td></td>
<td></td>
<td>2,000.00</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total FARMERS RESERVOIR &amp; IRRIGATION:</td>
<td></td>
<td></td>
<td></td>
<td>87.50</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total GRANT WRITING USA:</td>
<td></td>
<td></td>
<td></td>
<td>495.00</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total HIGHLANDS RANCH LAW ENFORCEMENT TRAINING:</td>
<td></td>
<td></td>
<td></td>
<td>2,800.00</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total ION DEVELOPER LLC:</td>
<td></td>
<td></td>
<td></td>
<td>361.79</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total JVA INC:</td>
<td></td>
<td></td>
<td></td>
<td>4,730.00</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total KONICA MINOLTA BUSINESS SOLUTIONS:</td>
<td></td>
<td></td>
<td></td>
<td>234.10</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vendor Name</td>
<td>Invoice Number</td>
<td>Description</td>
<td>Invoice Date</td>
<td>Net Amount</td>
<td>Amount Paid</td>
<td>Date Paid</td>
<td></td>
</tr>
<tr>
<td>--------------------------------------</td>
<td>----------------</td>
<td>------------------------------</td>
<td>--------------</td>
<td>------------</td>
<td>-------------</td>
<td>-----------</td>
<td></td>
</tr>
<tr>
<td>KONICA MINOLTA BUSINESS SOLUTIONS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LONG BUILDING TECHNOLOGIES INC</td>
<td>SCPAY0062255</td>
<td>3/23-HVAC Monthly Fee</td>
<td>03/10/2023</td>
<td>102.67</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LONG BUILDING TECHNOLOGIES INC</td>
<td>SCPAY0062255</td>
<td>3/23-HVAC Monthly Fee</td>
<td>03/10/2023</td>
<td>102.67</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LONG BUILDING TECHNOLOGIES INC</td>
<td>SCPAY0062255</td>
<td>3/23-HVAC Monthly Fee</td>
<td>03/10/2023</td>
<td>102.66</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LOUIS A. GRESH</td>
<td></td>
<td>3/23 JUDGE</td>
<td>03/23/2023</td>
<td>600.00</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MARTIN/MARTIN CONSULTING ENGINEERS</td>
<td>19.0580-00239</td>
<td>YTD 2/28/23 - Greenway trail</td>
<td>03/14/2023</td>
<td>2,118.75</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MARTIN/MARTIN CONSULTING ENGINEERS</td>
<td>19.0580-00240</td>
<td>YTD 2/28/23 - CR2 Widening</td>
<td>03/20/2023</td>
<td>550.00</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MARTIN/MARTIN CONSULTING ENGINEERS</td>
<td>19.0580-00241</td>
<td>YTD 2/28/23 - Lochbuie Center</td>
<td>03/20/2023</td>
<td>230.00</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MARTIN/MARTIN CONSULTING ENGINEERS</td>
<td>19.0580-00242</td>
<td>YTD 2/28/23 - Lochbuie Center</td>
<td>03/20/2023</td>
<td>460.00</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MARTIN/MARTIN CONSULTING ENGINEERS</td>
<td>19.0580-00243</td>
<td>YTD 2/28/23 - SP PA 4 Block 20</td>
<td>03/20/2023</td>
<td>1,785.00</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MARTIN/MARTIN CONSULTING ENGINEERS</td>
<td>19.0580-00244</td>
<td>YTD 2/28/23 - Quik Trip</td>
<td>03/20/2023</td>
<td>787.50</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MARTIN/MARTIN CONSULTING ENGINEERS</td>
<td>19.0580-00245</td>
<td>YTD 2/28/23 - General Services</td>
<td>03/20/2023</td>
<td>907.50</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MARTIN/MARTIN CONSULTING ENGINEERS</td>
<td>19.0580-00246</td>
<td>YTD 2/28/23 - DR Starbucks</td>
<td>03/20/2023</td>
<td>58.75</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MCCI LLC</td>
<td>RN12119</td>
<td>5/29/23-5/28/2024 - Laserfiche Services</td>
<td>03/17/2023</td>
<td>2,083.33</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MCCI LLC</td>
<td>RN12119</td>
<td>5/29/23-5/28/2024 - Laserfiche Services</td>
<td>03/17/2023</td>
<td>2,083.33</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MCCI LLC</td>
<td>RN12119</td>
<td>5/29/23-5/28/2024 - Laserfiche Services</td>
<td>03/17/2023</td>
<td>2,083.34</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MEDICAL AIR SERVICES ASSOCIATION</td>
<td>1487868</td>
<td>03/23 - Medical Transport Insurance</td>
<td>03/23/2023</td>
<td>.70</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MEDICAL AIR SERVICES ASSOCIATION</td>
<td>1487868</td>
<td>03/23 - Medical Transport Insurance</td>
<td>03/23/2023</td>
<td>10.50</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MEDICAL AIR SERVICES ASSOCIATION</td>
<td>1487868</td>
<td>03/23 - Medical Transport Insurance</td>
<td>03/23/2023</td>
<td>109.90</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MEDICAL AIR SERVICES ASSOCIATION</td>
<td>1487868</td>
<td>03/23 - Medical Transport Insurance</td>
<td>03/23/2023</td>
<td>14.00</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MEDICAL AIR SERVICES ASSOCIATION</td>
<td>1487868</td>
<td>03/23 - Medical Transport Insurance</td>
<td>03/23/2023</td>
<td>16.80</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MEDICAL AIR SERVICES ASSOCIATION</td>
<td>1487868</td>
<td>03/23 - Medical Transport Insurance</td>
<td>03/23/2023</td>
<td>16.80</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MEDICAL AIR SERVICES ASSOCIATION</td>
<td>1487868</td>
<td>03/23 - Medical Transport Insurance</td>
<td>03/23/2023</td>
<td>18.90</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MEDICAL AIR SERVICES ASSOCIATION</td>
<td>1487868</td>
<td>03/23 - Medical Transport Insurance</td>
<td>03/23/2023</td>
<td>29.40</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MEDICAL AIR SERVICES ASSOCIATION</td>
<td>1487868</td>
<td>03/23 - Medical Transport Insurance</td>
<td>03/23/2023</td>
<td>14.00</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MEDICAL AIR SERVICES ASSOCIATION</td>
<td>1487868</td>
<td>03/23 - Medical Transport Insurance</td>
<td>03/23/2023</td>
<td>21.00</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MOUNTAIN STATES PIPE &amp; SUPPLY</td>
<td>INV25667</td>
<td>Water Meters / Supplies</td>
<td>03/24/2023</td>
<td>11,329.00</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MOUNTAIN EAST PIPE &amp; SUPPLY</td>
<td></td>
<td></td>
<td></td>
<td>11,329.00</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MUTUAL OF OMAHA</td>
<td>033023</td>
<td>04/23 - Dental/Vision/Life/Disability</td>
<td>03/30/2023</td>
<td>36.30</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MUTUAL OF OMAHA</td>
<td>033023</td>
<td>04/23 - Dental/Vision/Life/Disability</td>
<td>03/30/2023</td>
<td>121.68</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MUTUAL OF OMAHA</td>
<td>033023</td>
<td>04/23 - Dental/Vision/Life/Disability</td>
<td>03/30/2023</td>
<td>212.70</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vendor Name</td>
<td>Invoice Number</td>
<td>Description</td>
<td>Invoice Date</td>
<td>Net Amount Paid</td>
<td>Date Paid</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----------------------------</td>
<td>----------------</td>
<td>--------------------------------------------------</td>
<td>--------------</td>
<td>----------------</td>
<td>-----------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MUTUAL OF OMAHA</td>
<td>033023</td>
<td>04/23 - Dental/Vision/Life/Disability</td>
<td>03/30/2023</td>
<td>1,298.34</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MUTUAL OF OMAHA</td>
<td>033023</td>
<td>04/23 - Dental/Vision/Life/Disability</td>
<td>03/30/2023</td>
<td>148.81</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MUTUAL OF OMAHA</td>
<td>033023</td>
<td>04/23 - Dental/Vision/Life/Disability</td>
<td>03/30/2023</td>
<td>127.38</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MUTUAL OF OMAHA</td>
<td>033023</td>
<td>04/23 - Dental/Vision/Life/Disability</td>
<td>03/30/2023</td>
<td>127.38</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MUTUAL OF OMAHA</td>
<td>033023</td>
<td>04/23 - Dental/Vision/Life/Disability</td>
<td>03/30/2023</td>
<td>281.69</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MUTUAL OF OMAHA</td>
<td>033023</td>
<td>04/23 - Dental/Vision/Life/Disability</td>
<td>03/30/2023</td>
<td>215.78</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MUTUAL OF OMAHA</td>
<td>033023</td>
<td>04/23 - Dental/Vision/Life/Disability</td>
<td>03/30/2023</td>
<td>196.49</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MUTUAL OF OMAHA</td>
<td>033023</td>
<td>04/23 - Dental/Vision/Life/Disability</td>
<td>03/30/2023</td>
<td>154.13</td>
<td>.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total MUTUAL OF OMAHA: 2,920.68 .00

| PINNACOL ASSURANCE          | 0423           | 04/23 - Work Comp                                | 03/30/2023   | 6.78           | .00       |
| PINNACOL ASSURANCE          | 0423           | 04/23 - Work Comp                                | 03/30/2023   | 5.44           | .00       |
| PINNACOL ASSURANCE          | 0423           | 04/23 - Work Comp                                | 03/30/2023   | 23.33          | .00       |
| PINNACOL ASSURANCE          | 0423           | 04/23 - Work Comp                                | 03/30/2023   | 2,042.56       | .00       |
| PINNACOL ASSURANCE          | 0423           | 04/23 - Work Comp                                | 03/30/2023   | 10.67          | .00       |
| PINNACOL ASSURANCE          | 0423           | 04/23 - Work Comp                                | 03/30/2023   | 121.00         | .00       |
| PINNACOL ASSURANCE          | 0423           | 04/23 - Work Comp                                | 03/30/2023   | 121.00         | .00       |
| PINNACOL ASSURANCE          | 0423           | 04/23 - Work Comp                                | 03/30/2023   | 211.11         | .00       |
| PINNACOL ASSURANCE          | 0423           | 04/23 - Work Comp                                | 03/30/2023   | 21.00          | .00       |
| PINNACOL ASSURANCE          | 0423           | 04/23 - Work Comp                                | 03/30/2023   | 150.78         | .00       |
| PINNACOL ASSURANCE          | 0423           | 04/23 - Work Comp                                | 03/30/2023   | 14.33          | .00       |

Total PINNACOL ASSURANCE: 2,728.00 .00

| RAFTELIS FINANCIAL CONSULTANTS, INC. | 27500 | 2/23-Impact Fee Study | 03/21/2023 | 5,740.00 | .00 |

Total RAFTELIS FINANCIAL CONSULTANTS, INC.: 5,740.00 .00

| RAMEY ENVIRONMENTAL COMPLIANCE | 25385 | WWTP - VALVES repairs | 03/16/2023 | 991.84 | .00 |
| RAMEY ENVIRONMENTAL COMPLIANCE | 25430 | 3/23- WW services | 03/22/2023 | 12,626.77 | .00 |
| RAMEY ENVIRONMENTAL COMPLIANCE | 25430 | 3/23- Water services | 03/22/2023 | 12,619.02 | .00 |
| RAMEY ENVIRONMENTAL COMPLIANCE | 25430 | 3/23-Water Chemicals | 03/22/2023 | 180.00 | .00 |
| RAMEY ENVIRONMENTAL COMPLIANCE | 25430 | 3/23-WWTP Lab Supplies | 03/22/2023 | 311.70 | .00 |
| RAMEY ENVIRONMENTAL COMPLIANCE | 25430 | 3/23-Water Log Me In Seat | 03/22/2023 | 192.50 | .00 |
| RAMEY ENVIRONMENTAL COMPLIANCE | 25430 | 3/23-WW Log Me In Seat | 03/22/2023 | 192.50 | .00 |
| RAMEY ENVIRONMENTAL COMPLIANCE | 25430 | 3/23-WWTP Fuel | 03/22/2023 | 25.44 | .00 |

Total RAMEY ENVIRONMENTAL COMPLIANCE: 27,139.77 .00

| ROCKFAN PRODUCTIONS | 1518 | 9/16/23 FALL FESTIVAL | 03/15/2023 | 5,394.00 | .00 |

Total ROCKFAN PRODUCTIONS: 5,394.00 .00

| TITAN MACHINERY | 18094947-GS | HYDRAULIC TEST | 02/23/2023 | 843.66 | .00 |

Total TITAN MACHINERY: 843.66 .00

<p>| UNITED POWER | 1499601-03142 | 03/23 Greenbell Park | 03/14/2023 | 43.85 | .00 |
| UNITED POWER | 19275500-0324 | 03/23 TH Streetlights | 03/24/2023 | 39.30 | .00 |</p>
<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Invoice Number</th>
<th>Description</th>
<th>Invoice Date</th>
<th>Net Amount</th>
<th>Invoice Amount</th>
<th>Date Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>UNITED POWER:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>USA BLUE BOOK</td>
<td>284561</td>
<td>3/23- WW Lab Supplies</td>
<td>03/01/2023</td>
<td>38.19</td>
<td>83.15</td>
<td>.00</td>
</tr>
<tr>
<td>USA BLUE BOOK</td>
<td>290548</td>
<td>3/23 Water Lab Supplies</td>
<td>03/07/2023</td>
<td>21.55</td>
<td></td>
<td>.00</td>
</tr>
<tr>
<td>USA BLUE BOOK</td>
<td>290647</td>
<td>3/23 Water Lab Supplies</td>
<td>03/07/2023</td>
<td>559.83</td>
<td></td>
<td>.00</td>
</tr>
<tr>
<td>USA BLUE BOOK</td>
<td>302182</td>
<td>3/23- WW Lab Supplies</td>
<td>03/17/2023</td>
<td>14.49</td>
<td></td>
<td>.00</td>
</tr>
<tr>
<td>Total USA BLUE BOOK</td>
<td></td>
<td></td>
<td></td>
<td>634.06</td>
<td></td>
<td>.00</td>
</tr>
<tr>
<td>WASTE MANAGEMENT OF COLORADO</td>
<td></td>
<td>Trash Service-WWTP</td>
<td>03/01/2023</td>
<td>285.46</td>
<td>285.46</td>
<td>.00</td>
</tr>
<tr>
<td>Total WASTE MANAGEMENT OF COLORADO</td>
<td></td>
<td></td>
<td></td>
<td>285.46</td>
<td>285.46</td>
<td>.00</td>
</tr>
<tr>
<td>WEAR PARTS, INC.</td>
<td>42300</td>
<td>Snowplow- Blades</td>
<td>03/22/2023</td>
<td>2,518.64</td>
<td>2,518.64</td>
<td>.00</td>
</tr>
<tr>
<td>Total WEAR PARTS, INC.</td>
<td></td>
<td></td>
<td></td>
<td>2,518.64</td>
<td>2,518.64</td>
<td>.00</td>
</tr>
</tbody>
</table>

Grand Totals: 144,007.07 .00

Dated: ____________________________

Mayor: ____________________________

Town Trustees: ____________________________

__________________________________________

__________________________________________

__________________________________________

__________________________________________

__________________________________________

Town Clerk: ____________________________

Town Treasurer: ____________________________

Report Criteria:
Detail report.
Invoices with totals above $0 included.
Paid and unpaid invoices included.
This meeting will be held in the Town Hall Board Room, 703 WCR 37 and via Zoom. Residents are welcome to join us in the Board Room to view or participate in the meeting, during Public Comment or Public Hearings. Public access to this meeting can be found on the website no later than 24 hours prior to the meeting.

Minutes

CALL TO ORDER

Mayor Mahoney called the meeting to order at 6:30 PM.

PLEDGE OF ALLEGIANCE

ROLL CALL

Present: Mayor Mahoney
        Mayor Pro Tem Jeffery
        Trustee Coen
        Trustee Tapey
        Trustee White
        Trustee Bristow

Absent: Trustee Wescott

APPROVAL OF AGENDA

Motion made by Trustee White seconded by Trustee Coen to approve the agenda. Motion carried 6-0.

PUBLIC COMMENT

None

CONSENT AGENDA

Any item listed on the Consent Agenda can be removed upon request from any member of the Town Board. For the benefit of our audience, the mayor will read the items remaining on the Consent Agenda prior to the Board’s vote.

a. Payment Approval Report ($254,257.26)
b. March 7, 2023 Minutes
c. Resolution 2023-12 Approving a Services Agreement for Pavement Preservation Program Crack Sealing with Coatings, Inc.
d. Resolution 2023-13 Approving a Services Agreement for Pavement Preservation Program Mastic Sealing with Coatings, Inc.

Please understand that Board of Trustees members use electronic devices of various kinds to access the materials relevant to the matters before us. Be assured, however, that, by mutual agreement and common practice of this Board of Trustees, these devices are not being used for texting, emailing, or other communications during public meetings.
Motion made by Mayor Pro Tem Jeffery seconded by Trustee Coen to approve the consent agenda. Motion carried 6-0.

**DISCUSSION**

a. Employee Benefits Market Study

Brian McBroom, Town Administrator, thanked the Board for their support on this study. Staff has been looking at our market competitiveness and has some recommendations of benefits we could implement to attract and retain high quality employees.

Jhazmin Thomas, Human Resources Manager, presented several ideas for added benefits the Town would like to make available for staff. The new benefits include longevity bonuses, bilingual pay, a PTO payback program, tuition reimbursement, additional observed holidays, and options for opting out of health insurance.

After questions and discussion, the Board of Trustees directed staff to move forward and create guidelines and greater detail regarding the new benefit options and bring them back for approval when completed.

**STAFF REPORTS**

A. Finance/Treasurer

Denise Rademacher, Finance Director, shared the February financial reports, and that everything is on track. She is training the Utility Billing Specialist on payroll and accounts payable to provide backup. She has been cleaning up the bank accounts, which will make reviewing the financials much easier. Everything has been turned in for the 2022 audit, and now the auditors will review the information. The auditors are still on track to present their report by the end of June. After the bank failures last week, all banks holding Town funds have been contacted to make sure there is no financial impact. The Town funds are all secure, and do not have any exposure to the failed banks. We are looking into getting credit cards that could be used to pay some of our vendors, and we would receive cash back. We are also looking into implementing a processing fee on credit card payments taken through Xpress Billpay to recoup the processing fees the Town currently pays. The processing fee would not apply to utility payments.

B. Police

Chief McCoy shared that the police department is fully staffed for the first time in two years. A few of the new officers are still in training, but the department is in good shape.

C. Water/Wastewater

Wayne Ramey, Ramey Environmental, reported that February was not a good month. The dewatering equipment was not working properly and the company sent workers out to repair the broken parts. Luckily, the equipment was all still under warranty so there was no cost. All the RO’s have been cleaned, and we have received bids for an RO pump and a high service pump. The bids will be brought to the board in April. He is looking into upgraded security at the water plant that would be noise activated. This way, an alert would be sent out if there were any pipes that burst.

D. Public Works

Chris Larmon, Public Works Director, stated that the Ford F600 that was ordered several months ago has been built. It is now awaiting a microchip, and then we can pick it up. He has been looking at the farmhouse property and is working with a landscaper on the possibility of partnering to create a conservation demonstration garden there. Crack seal and mastic seal work will begin next week. No parking signs will be posted and lots of notification will be sent out to residents. The trash service change has been relatively smooth, we are working on ironing out some challenges with the Republic Services call center.

Please understand that Board of Trustees members use electronic devices of various kinds to access the materials relevant to the matters before us. Be assured, however, that, by mutual agreement and common practice of this Board of Trustees, these devices are not being used for texting, emailing, or other communications during public meetings.
Construction has picked up in Lochbuie Station Phase 3, and they will be pulling building permits soon. The south side widening project on County Road 2 is still on track to begin next week.

E. Community Development

F. Town Clerk

Heather Meierkort, Town Clerk, provided an update on Resource Central and a new utility program.

G. Human Resources

Jhazmin Thomas, Human Resources Manager, shared that the police department is fully staffed so we are celebrating that. The Town sponsored students to attend College for Kids. Last year, zero kids from Lochbuie were sponsored, and this year we are sponsoring 25 kids. She is working on improving the community events page on the website to make it more informative.

H. Town Administrator

Brian McBroom, Town Administrator, stated that there is still time to register for the CML conference. On April 4th, we will have a couple of presentations related to recreational marijuana in the state. He attended the Hudson Fire Protection District board meeting last week and was able to share information regarding development coming to the region.

MAYOR AND TRUSTEE COMMENTS

Mayor Pro Tem Jeffery reported that there is no library update right now, as their meeting was moved to tomorrow night. She is looking forward to the College for Kids opportunity for kids this summer.

Trustee White inquired when the Library Board meeting is and if they are open to the public. She asked for an update on key card entry into town hall for trustees. She also wondered if we could make the 50th Anniversary planning committee meetings open to more than two trustees, since she is also interested in joining the committee.

Brian McBroom stated that more than three trustees could be on the committee, we would just need to post the meetings. He will work on scheduling an initial meeting.

EXECUTIVE SESSION

a. Executive session pursuant to CRS 24-6-402(4)(e) to instruct negotiators on a potential economic development project

Motion made by Mayor Pro Tem Jeffery seconded by Trustee Coen to enter into executive session pursuant to CRS 24-6-402(4)(e) to instruct negotiators on a potential economic development project. Motion carried 6-0.

Mayor Mahoney called a recess at 7:34 PM.

Mayor Mahoney called the executive session to order at 7:42 PM.

Mayor Mahoney adjourned the executive session at 8:26 PM.

ADJOURN

Motion made by Trustee White seconded by Trustee Tapey to adjourn the meeting. Motion carried unanimously.

Mayor Mahoney adjourned the meeting at 8:26 PM.

The Board may convene a lawfully called executive session at any time during a regular or special meeting of the Board.

Please understand that Board of Trustees members use electronic devices of various kinds to access the materials relevant to the matters before us. Be assured, however, that, by mutual agreement and common practice of this Board of Trustees, these devices are not being used for texting, emailing, or other communications during public meetings.
Please understand that Board of Trustees members use electronic devices of various kinds to access the materials relevant to the matters before us. Be assured, however, that, by mutual agreement and common practice of this Board of Trustees, these devices are not being used for texting, emailing, or other communications during public meetings.
Agenda Item Summary

MEETING DATE: April 4, 2023

SUBJECT: Approval of Lease for Water Rights

PRESENTED BY: Brian K. McBroom, Town Administrator

SUMMARY / BACKGROUND

On several occasions over the past several years, the town has leased water rights from the South Adams County Water and Sanitation District (SACWSD). The attached proposed lease is for 200-acre feet of water for a period of one year (until March 1, 2024) at a cost of $89,934 ($449/acre foot), which is a fair price given the current market value for this water. The town leased this water last year, although at a lower price ($341/acre foot).

The annual cost for the lease uses a price set regionally for water transactions such as these by the Denver Water Board. The agreement that was approved last year allows for a renewal of the lease for 5 years, subject to mutual agreement of both parties. Staff supports this lease renewal for the following reasons:

- The town owns water, for augmentation purposes, on the very south end of the Denver metropolitan area. Leasing this water from the SACWSD is currently less expensive than pumping the water the town owns to comply with its augmentation plan.
- As part of the Water Resources Credit Agreement for the next phase of the Blue Lake Subdivision, approved by the board in May, the developer has provided $40,000 per year for 5 years for a temporary source of water until the permanent delivery of the water owned by the developer can be secured. This lease of SACWSD water rights can serve as this temporary water source, although the next phase of Blue Lake won’t need water delivered by the town until next year.
- The town has a good working relationship with SACWSD, the terms proposed are consistent with prior leases and the terms are acceptable to the town.

This item has been placed on the Consent Agenda because it complies with the town’s Procurement Policy and the funds proposed are budgeted and available in the Water Fund.
STAFF RECOMMENDATION / ACTION REQUIRED

For the reason’s noted above, staff recommends approval of the attached lease and suggests the following motion:

“Motion by _____, supported by ______ to approve Resolution No 2023-14 to lease 200 acre/feet of temporary water from the South Adams County Water and Sanitation District at a cost of $89,934.00.”
TOWN OF LOCHBUIE  
COUNTIES OF ADAMS AND WELD  
COLORADO  

RESOLUTION NO. 2023-14  

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF LOCHBUIE APPROVING A WATER LEASE AGREEMENT FOR 2023 WITH SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT ACTIVITY ENTERPRISE  

WHEREAS, the Town of Lochbuie, through its Water Activity Enterprise (“Town”), pursuant to and in accordance with Title 37, Article 45.1, Part 1, C.R.S., is a municipal water supplier and undertakes all of the Town's water activities, including water acquisition or water project or facility activities, including the construction, operation, repair and replacement of water facilities, using revenues and income generated by and earned or acquired in connection with such activities and held and managed in the Town's enterprise fund; and  

WHEREAS, the Town operates a plan for water augmentation decreed in Case No. 201OCW214 WD1 (“Plan for Augmentation”), which decree allows the Town to add replacement supplies to the Plan for Augmentation on a temporary or permanent basis; and  

WHEREAS, in accordance with this authority, the Town has previously leased water on an annual basis from South Adams County Water and Sanitation District Activity Enterprise (“South Adams”) pursuant to water lease agreements; and  

WHEREAS, for 2023-2024, the Town desires to enter into a new Water Lease Agreement (5K Water) with South Adams in substantially the form attached hereto as Exhibit A.  

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Lochbuie, Colorado as follows:  

Section 1. The Town Board of Trustees adopts the recitals set forth in this Resolution as findings of the Board.  

Section 2. The Town Board of Trustees approves the Water Lease Agreement (5K Water) with South Adams in substantially the form attached hereto as Exhibit A and authorizes the Town Administrator to execute and deliver the same on behalf of the Town.  

Section 3. This Resolution shall be effective upon its adoption.
INTRODUCED, READ AND ADOPTED THIS 4th day of April, 2023.

TOWN OF LOCHBUIE

__________________________
Michael Mahoney, Mayor

ATTEST:

__________________________
Heather Meierkort, Town Clerk
EXHIBIT A
WATER LEASE AGREEMENT (5K WATER)
WATER LEASE AGREEMENT
(5K WATER)

This Water Lease Agreement ("Agreement") is entered into this ____ day of __________________, 2023 ("Effective Date") between South Adams County Water and Sanitation District, a quasi-municipal corporation and political subdivision of the State of Colorado, acting by and through its South Adams County Water and Sanitation District Activity Enterprise ("South Adams"), and the Town of Lochbuie, a municipal corporation and political subdivision of the State of Colorado, acting by and through its Water Activity Enterprise ("Lochbuie"). South Adams and Lochbuie may sometimes be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, in accordance with Article III of the August 31, 1999 Settlement Agreement ("1999 Settlement Agreement") amongst FRICO, the Burlington Ditch Reservoir and Canal Company, and the Henrylyn Irrigation District (collectively the “FRICO Companies”) and the Denver Board of Water Commissioners ("Denver"), Denver agreed to lease and deliver to the FRICO Companies 5,000 acre-feet of fully consumable and reusable water ("5K Water") in each delivery year to be used for municipal purposes within defined areas. The FRICO Companies created the FRICO Municipal Division for allocation of the 5K Water. The September 8, 2006 Amendment to Settlement Agreement ("2006 Amendment") between Denver and the FRICO Companies amended the 1999 Settlement Agreement. South Adams’ ownership and control of shares in the FRICO Municipal Division provides South Adams with 5K Water delivery entitlements attributable to such shares ("South Adams 5K Water").

WHEREAS, the South Adams 5K Water is delivered directly by Denver to South Adams pursuant to the April 9, 2014 Intergovernmental Agreement ("2014 IGA") between Denver and South Adams. South Adams has determined that a portion of the South Adams 5K Water is in excess of South Adams’s current and short-term augmentation obligations.

WHEREAS, Lochbuie operates a plan for augmentation decreed in Case No. 201 OCW214 WDI ("Lochbuie Plan for Augmentation"), which decree allows Lochbuie to add replacement supplies to the plan for augmentation on a temporary or permanent basis. Lochbuie is a municipal water supplier in the Denver Metropolitan Area, as that term is described in Paragraph 3.9. I of the 2006 Amendment to the 1999 Settlement Agreement.

WHEREAS, Lochbuie desires to lease from South Adams a portion of the South Adams 5K Water for use in the Lochbuie Plan for Augmentation, and South Adams desires to lease to Lochbuie a portion of the South Adams 5K Water during the term of this Agreement.

Page 1 of 12
AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the Parties agree as follows:

1. **Term.**

   Unless earlier terminated as provided in this Agreement, the term of this lease shall commence as of the Effective Date and terminate on March 1, 2024 (the “Lease Term”). However, the lease may be renewed each year for up to five years if both parties agree to the renewal.

2. **Lease of the South Adams 5K Water**

   2.1 South Adams shall lease to Lochbuie 200 acre-feet of the South Adams 5K Water on a firm basis (the “Leased Water”) during the Lease Term. The delivery of the Leased Water will be in accordance with the monthly schedule provided in Attachment A (the “Delivery Schedule”). Delivery in each month will be at a constant flow rate, as near as practicable, during the entire month. The Delivery Schedule may be revised within the Lease Term if mutually agreed upon by the Parties.

   2.2 If South Adams intends to deliver the Leased Water in amounts that are different from those identified in the Delivery Schedule or at a rate other than a constant flow rate, South Adams will provide 48-hours’ advance notice to Lochbuie prior to making that change.

   2.3 If Lochbuie intends to request to take delivery of the Leased Water in amounts that are different from those identified in the Delivery Schedule and/or at a rate other than a constant flow rate, Lochbuie will provide 48-hours advance request to South Adams prior to the change. South Adams may, in its sole discretion, approve or deny the change request.

3. **Price and Payment Terms.**

   3.1 Lochbuie will make a single payment, in full of $89,934.00 to South Adams for the Leased Water within 15 days of the Effective Date of this Agreement.

   3.2 Lochbuie’s obligation to pay South Adams pursuant to this paragraph 3 is not contingent upon whether the Leased Water is beneficially used by Lochbuie.

4. **Delivery of Leased Water and Transportation Losses.**

Page 2 of 12
4.1 South Adams may deliver the Leased Water at the following delivery locations: (1) the outfall of the wastewater treatment plant of Metro Wastewater District No. 1; (2) the point where flows from the outlet of Denver’s South Complex (a/k/a Welby and Bambei-Walker Reservoirs) and the South Platte River intersect; or (3) the point where the flows from the outlet of Denver’s North Complex and the South Platte River intersect (“Delivery Points”). South Adams shall have the sole right and the sole discretion to determine which of the Delivery Points, or any combinations thereof, it uses for delivery of the Leased Water.

4.2 The default delivery point for the Leased Water is the point where flows from the outlet of Denver’s South Complex and the South Platte River intersect (the “Default Delivery Point”). South Adams will provide 48-hours’ advance notice to Lochbuie if the Default Delivery Point is changed.

4.3 Once the Leased Water is delivered to the Delivery Point(s), Lochbuie shall bear all losses, including but not limited to transit losses and evaporative losses, from the Delivery Point(s) to Lochbuie’s point(s) of use.

5. Legal Authorization for Use of Augmentation Credits.

5.1 Lochbuie will use the Leased Water as an augmentation and replacement source in the Lochbuie Plan for Augmentation. Lochbuie agrees that it will take the necessary steps to allow for the use of the Leased Water in the Lochbuie Plan for Augmentation and that South Adams is not responsible for any legal, engineering, or accounting work required of Lochbuie to make legal use of the Leased Water. No water court application by Lochbuie for a plan for augmentation including the Leased Water may involve: (1) a request to change the South Adams 5K Water; (2) any reopening of South Adams' decrees; or (3) a request to change the 5K Water or any reopening of Denver Water's decrees.

5.2 At least five business days before submitting any application for SWSP or SWSP renewal including the Leased Water, any water court application for a plan for augmentation including the Leased Water, and/or notice to include the Leased Water in a decreed plan for augmentation, including but not limited to the Lochbuie Plan for Augmentation, Lochbuie shall provide the application or notice to South Adams for review and comment. South Adams may submit comments to the State Engineer on any such application for SWSP or SWSP renewal and may file a statement of opposition or objection to any such water court application or notice.

5.3 Lochbuie agrees that it will use its best efforts not to jeopardize South Adams' water rights decrees by taking any action that causes or potentially could cause a reopening of any of South Adams' decrees. Further, Lochbuie agrees that it will use
best efforts not to jeopardize South Adams' contractual right of delivery for the South Adams 5K Water or the 5K Water by taking any action that causes or potentially could cause a reopening of any of Denver Water's decrees. If a third party seeks review of South Adams' or Denver Water's water rights or decrees in Water Court in connection with Lochbuie's SWSPs, application(s) for use of the Leased Water, and/or notice(s) to include the Leased Water in a decreed plan for augmentation, South Adams, in its sole discretion and upon prior notice to Lochbuie, may terminate this Agreement. Such termination will not constitute a default by South Adams under this Agreement. Upon such termination, the Parties will have no further rights or obligations hereunder.

6. **Accounting.**

   Lochbuie shall maintain daily accounting of the diversion of the Leased Water and of Lochbuie’s use of the Leased Water. Lochbuie shall provide that accounting in writing to South Adams on a monthly basis, within thirty days of the end of the month being accounted for.

7. **Notices.**

   All notices and other communications under this Agreement must be in writing. All such notices and communications will be deemed to have been duly given on the date of service, if delivered and served personally on the recipient or if delivered by e-mail; on the next business day after deposit for overnight delivery by a courier such as Federal Express; or on the third day after mailing, if mailed to the recipient by first class mail, postage prepaid, and properly addressed as set forth below. All payments will be deemed to have been duly given on the date of service, if delivered and served personally on the recipient; on the next business day after deposit for overnight delivery by a courier service such as Federal Express; or on the third day after mailing, if mailed to the recipient by first class mail, postage prepaid, and properly addressed as follows:

   **South Adams:**
   Tricia Williams
   twilliams@sacwsd.org

   South Adams County Water and Sanitation District
   P.O. Box 597
   Commerce City, Colorado 80037-0597
With a copy to:
Richard J. Mehren, Esq.
Moses, Wittemyer, Harrison and Woodruff, P.C.
2595 Canyon Blvd., Suite 300
Boulder, CO  80302
rmehren@mwhw.com

With a copy to:
Jon George
BBA Water Consultants Inc.
333 W. Hampden Ave., Suite 1050
Englewood, CO 80110
jgeorge@bbawater.com

Town of Lochbuie:
Brian McBroom
Town Administrator
702 WCR 37
Lochbuie, Co 80603
BMcBroom@Lochbuie.org

With a copy to:
Steven P. Jeffers
Lyons Gaddis P.C.
950 Spruce Street, Suite 1B Louisville,
CO 80027
sjeffers@lyonsgaddis.com

With a copy to:
Jorge Vidal
District 1 Water Commissioner
1809 56th Avenue
Greeley, CO 80634
jorge.vidal@state.co.us

Persons and addresses to which notices, payments, and other communications are to be sent may be changed by written notice given pursuant to this paragraph.
8. **Notice for Day-to-Day Operations:**

Communications concerning operations under this Agreement, including day-to-day directions or communications by South Adams or Lochbuie concerning delivery of the Leased Water shall be provided by email as follows:

**South Adams:**
Tricia Williams  
twilliams@sacwsd.org

Joseph Caruso  
jcaruso@sacwsd.org

**Lochbuie:**
Chris Sanchez, P.G.  
csanchez@bbawater.com

Persons and email addresses to which communications concerning operations under this Agreement are to be sent may be changed by written notice given pursuant to paragraph 7, above.

9. **Force Majeure.**

Each Party shall be excused from performance under this Agreement while and to the extent that it is unable to perform for any cause beyond its reasonable control. Such causes shall include but not be restricted to fire, drought, storm, flood, earthquake, explosion, war, labor disputes, total or partial failure of transportation or delivery facilities, shortage of labor, raw materials or supplies, interruption of utilities or power, and any act of government or military authority, including without limitation restraint by court order. In the event either Party is rendered unable wholly or in part by force majeure to carry out its obligations under this Agreement, either Party shall have the right to terminate this Agreement upon written notice to the other Party.

10. **Assumption of Risk, Changes in Quantity and Quality.**

The Leased Water delivered to Lochbuie under this Agreement is derived from untreated water of whatever quality is now or in the future available to the 5K Water. Delivery of the Leased Water under this Agreement is on an “as is” basis only, and South Adams makes no warranty, express or implied, concerning the quality of the Leased Water. South Adams expressly disclaims any implied warranties of the Leased Water’s merchantability or fitness for a particular purpose or otherwise.
11. **Breach and Remedies.**

11.1 The occurrence of any one or more of the following events will constitute a breach and default of this Agreement:

11.1.1 Failure by South Adams or for subsequent delivery by Lochbuie to observe or perform any of its obligations, covenants, conditions, representations or warranties under this Agreement, where such failure is not remedied within five days of written notice thereof from the nonbreaching Party to the breaching Party: or

11.1.2 Failure by Lochbuie to make any payment due as required by this Agreement, where such failure is not remedied within five days of written notice thereof from South Adams: or

11.1.3 If Lochbuie is insolvent, seeks protection from creditors, or makes a general assignment for the benefit of creditors, or if a receiver is appointed for its business.

11.2 Waiver or failure to give notice of a particular default will not be construed as condoning or acquiescing to any continuing or subsequent default.

11.3 Upon a breach and default of this Agreement, in addition to other legal remedies available to it, the non-breaching Party also shall have the right to cancel this Agreement for non-compliance with any provision hereunder by giving written notice of cancellation to the other Party; provided, however, that the non-breaching Party first must have given the breaching party written notice of such non-compliance and an opportunity to cure pursuant to this Paragraph 11.

12. **Responsibility for Use and Indemnification.**

Lochbuie shall bear all responsibility for its use of the Leased Water upon South Adams' delivery of the Leased Water under this Agreement, together with all costs associated with that use. Only to the extent permitted by law, if any, Lochbuie shall defend, indemnify, and hold South Adams harmless from and against any and all damages, claims, losses, obligations, other costs, and other liabilities arising from Lochbuie's use of the Leased Water after South Adams' delivery of the Leased Water as provided in this Agreement.

13. **Governing Law.**

The laws of the state of Colorado will govern this Agreement.
14. **No Waiver.**

   Either Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred will not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement will not be binding and effective unless made in writing and properly executed by the waiving Party.

15. **Amendments.**

   This Agreement may not be amended except in writing properly executed by the Parties hereto. Except as specifically amended, this Agreement remains in full force and effect.

16. **Entire Agreement.**

   The terms and conditions herein constitute the entire Agreement between the Parties. All previous discussions and negotiations are deemed merged in this Agreement.

17. **Survivability.**

   Any obligation in this Agreement that, by its terms, is intended to be performed after conclusion of the Lease Term, including without limitation all outstanding payment obligations arising prior to the expiration of this Agreement, will survive the same.

18. **No Third-Party Beneficiaries.**

   This Agreement is for the sole benefit of and solely binds the Parties and their lawful successors-in-interest. This Agreement affords no claim, benefit, or right of action to any third party.

19. **Governmental Immunity.**

   Nothing in this Agreement waives or may be construed to waive either Party's protection from liability or the limitations on its liability based on its sovereign immunity under the Colorado Governmental Immunity Act or otherwise.

20. **No Assignment.**

   Neither Party may assign this Agreement, nor any obligations or rights under this Agreement, without the written consent of the other Party.

Page 8 of 12
21. **No Continuing Duty to Supply Water.**

South Adams shall have no obligation to supply water to Lochbuie after this Agreement expires or otherwise is terminated.

22. **Authority.**

The Parties warrant that they have taken all actions necessary or required by their own procedures or bylaws, or by applicable law, to authorize their respective signatories to sign this Agreement for them and to bind them to its terms.

23. **Title to water rights.**

Nothing herein grants or may be interpreted to grant any legal or equitable title in or to any of South Adams’ water rights or the 5K Water.

24. **Additional terms and conditions applicable to Lochbuie's use of the South Adams 5K Water.**

24.1 Denver Water will not make direct deliveries of 5K Water to Lochbuie. Instead, South Adams will deliver the South Adams 5K Water to Lochbuie after South Adams has taken delivery of such water from Denver Water pursuant to the terms of the 2014 IGA.

24.2 Lochbuie may add the South Adams 5K Water to the Lochbuie Plan for Augmentation and for replacement or augmentation only as a temporary supply.

24.3 Before South Adams delivers the South Adams 5K Water to Lochbuie, Lochbuie must first comply with the terms and conditions in the Lochbuie Plan for Augmentation related to adding replacement supplies.

24.4 The South Adams 5K Water may only be used to replace well depletions created by Lochbuie in Adams County from wells that are to be used for municipal and industrial purposes within Lochbuie's service area.

24.5 By virtue of such use of the South Adams 5K Water, Lochbuie will act as an End User of the 5K Water under Paragraph 3.9 of the 2006 Amendment to the 1999 Settlement Agreement. Lochbuie may not reassign the South Adams 5K Water to additional end-users.
24.6 As an End User of the 5K Water, Lochbuie must comply with all provisions of the 1999 Settlement Agreement and 2006 Amendment related to the 5K Water including, without limitation, the requirement that all use of the 5K Water must comply with the provisions of the Blue River Decree and all other decrees under which the 5K Water was originally decreed.

24.7 South Adams will not extend the Lease Term or enter into additional leases of 5K Water to Lochbuie for a period of time beyond April 2024.

24.8 During the Lease Term, Lochbuie shall not oppose Denver Water's present or future water right applications of whatever nature or any of the Denver Water's existing water rights if such opposition could affect the Denver Water's ability deliver the 5K Water to South Adams under the 2014 IGA.
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

SOUTH ADAMS COUNTY WATER
AND SANITATION DISTRICT

________________________________
TRICIA WILLIAMS
WATER RESOURCES ENGINEER

TOWN OF LOCHBUIE

________________________________
BRIAN MCBROOM
TOWN ADMINISTRATOR
ATTACHMENT A

Delivery Schedule

<table>
<thead>
<tr>
<th>Month</th>
<th>Amount (AF)</th>
</tr>
</thead>
<tbody>
<tr>
<td>May-23</td>
<td>25</td>
</tr>
<tr>
<td>June-23</td>
<td>40</td>
</tr>
<tr>
<td>July-23</td>
<td>50</td>
</tr>
<tr>
<td>August-23</td>
<td>60</td>
</tr>
<tr>
<td>September-23</td>
<td>25</td>
</tr>
</tbody>
</table>
Agenda Item Summary

MEETING DATE:   April 4, 2023

SUBJECT:       Approval of Lease for Augmentation Water

PRESENTED BY:  Brian K. McBroom, Town Administrator

SUMMARY / BACKGROUND

On several occasions over the past several years, the town has leased water rights from the Farmers Reservoir and Irrigation Company (FRICO) as part of executing the town’s annual water augmentation plan for the Water Utility. The attached proposed lease is for 53.03-acre feet of water for the remainder of the 2023 water pumping season at a cost of $27,840.75 ($525/acre foot), which is a fair price given the current market value for this water and consistent with the town’s long standing to use FRICO water for augmentation purposes.

The annual cost for the lease uses a price set by FRICO and is considered fair and reasonable by the town water engineer, Chris Sanchez.

Staff supports this lease for the following reasons:

- The town owns water, for augmentation purposes, on the very south end of the Denver metropolitan area. Leasing this water from the FRICO is currently less expensive than pumping the water the town owns to comply with its augmentation plan.

- The town has a good working relationship with FRICO, the terms proposed are consistent with prior leases and the terms are acceptable to the town.

- The leased water is located in an area that is consistent with the water being replaced through the town’s augmentation plan, making it an ideal source of augmentation and a source the town has used for many years.

This item has been placed on the Consent Agenda because it complies with the town’s Procurement Policy and the funds proposed are budgeted and available in the Water Fund.
STAFF RECOMMENDATION / ACTION REQUIRED

For the reason’s noted above, staff recommends approval of the attached lease and suggests the following motion:

“Motion by _____, supported by ______ to approve Resolution No 2023-15, to lease 53.03 acre/feet of augmentation water from the Farmers Reservoir and Irrigation Company at a cost of $27,840.75.”
WHEREAS, the Town of Lochbuie, through its Water Activity Enterprise (“Town”), pursuant to and in accordance with Title 37, Article 45.1, Part 1, C.R.S., is a municipal water supplier and undertakes all of the Town's water activities, including water acquisition or water project or facility activities, including the construction, operation, repair and replacement of water facilities, using revenues and income generated by and earned or acquired in connection with such activities and held and managed in the Town's enterprise fund; and

WHEREAS, the Town operates a plan for water augmentation to augment depletions from one or more alluvial wells owned by the Town in Section 36, Township 1 North, Range 66 West or Section 31, Township 1 North, Range 65 West 6th PM in Weld County; and

WHEREAS, in accordance with this plan for water augmentation, the Town desires to enter into a new 2023 Water Lease Agreement with Farmers Reservoir and Irrigation Company (“FRICO”) in substantially the form attached hereto as Exhibit A

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Lochbuie, Colorado as follows:

Section 1. The Town Board of Trustees adopts the recitals set forth in this Resolution as findings of the Board.

Section 2. The Town Board of Trustees approves the 2023 Water Rights Lease Agreement with FRICO in substantially the form attached hereto as Exhibit A and authorizes the Town Administrator to execute and deliver the same on behalf of the Town.

Section 3. This Resolution shall be effective upon its adoption.
INTRODUCED, READ AND ADOPTED THIS 4th day of April, 2023.

TOWN OF LOCHBUIE

__________________________
Michael Mahoney, Mayor

ATTEST:

__________________________
Heather Meierkort, Town Clerk
EXHIBIT A
2023 WATER RIGHTS LEASE AGREEMENT
2023 WATER RIGHTS LEASE AGREEMENT

1. PARTIES. THIS AGREEMENT made on the last date of signature indicated below, by and between the TOWN OF LOCHBUIE, by and through its Water Activity Enterprise ("Lessee") and FARMERS RESERVOIR AND IRRIGATION COMPANY ("FRICO").

2. RECITALS. FRICO is the owner of certain water rights and plan for augmentation ("Augmentation Plan") that are the subject of a water right decree of the District Court for Water Division No. 1, Case Nos. 84CW090, 84CW088 and 84CW089 ("Decree"). The Decree authorizes the withdrawal and use of ground water from the Beebe Draw alluvial aquifer through wells, by providing augmentation to the alluvial aquifer, which results in accretions to the Beebe Seep Canal. FRICO is willing to lease such augmentation water to Lessee under the terms and conditions set forth below.

NOW, THEREFORE, the parties agree:

3. LEASE OF WATER RIGHTS. Lessee hereby agrees to lease augmentation water from FRICO to be supplied through FRICO’s ownership of the Augmentation Plan water rights referenced above. The amount of augmentation water leased is 53.03 acre-feet measured as accretions to the Beebe Seep Canal, for the period beginning August 1, 2023 through October 31, 2023. The Parties anticipate that Lochbuie will use approximately 4.49 acre-feet in August; 28.54 acre-feet in September; and 20 acre-feet in October.

4. PAYMENT. Lessee shall pay for augmentation water in the 2023 Water Year at a rate of $525 per acre foot. The full annual lease payment for the 2023 Water Year, based on 53.03 acre-feet, is $27,840.75. FRICO shall provide Lessee with an invoice for the full leased amount on or before July 15, 2023 and the annual lease payment shall be delivered by Lessee to FRICO on or before August 1, 2023.

5. USE OF LEASED WATER RIGHTS. Lessee will use the leased water rights to augment depletions from use of one or more alluvial wells owned by Lessee in Section 36, Township 1 North, Range 66 West, or Section 31, Township 1 North, Range 65 West 6th PM in Weld County that occur during the lease term. Such augmentation shall be accomplished through the Augmentation Plan Decree and shall be in accordance with the terms of that Decree. Lessee shall provide to FRICO accounting for that use, and any other documentation reasonably requested by FRICO, on or before October 31, 2023.

6. WARRANTIES. FRICO warrants that it owns the water rights that are the subject of this lease and is authorized to enter into this lease. FRICO also warrants that sufficient augmentation water is available as accretions to the Beebe Draw alluvial aquifer to supply up to the full 50 acre-feet of water to Lessee during the term of this Lease, in addition to the water necessary to meet FRICO’s obligations to the Town of Lochbuie pursuant to the Parties’ existing contract dated June 19, 1997. FRICO makes no other representations or warranties about the availability of water under the described water rights or about the ability of Lessee to obtain any necessary approvals for the use of water rights proposed by Lessee. Lessee has reviewed the applicable decrees relating to the water rights and is not relying on any representations of FRICO about the legal availability of
the water rights for Lessee’s intended purpose. Lessee shall be solely responsible for obtaining any and all approvals of the State Engineer necessary to use the water rights as intended by Lessee.

7. **NO ASSIGNMENT.** This lease shall not be assigned without written approval of the non-assigning party.

8. **NOTICES.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified or registered mail, postage and fees prepaid, addressed to the party to whom such notice is intended to be given at the address set forth below, or at such other address as has been previously furnished in writing to the other party or parties. Such notice shall be deemed to have been given when deposited in the U.S. Mail.

**LESSEE:**

Town of Lochbuie  
c/o Town Administrator  
703 Weld County Road 37  
Lochbuie, CO 80603

Copy to:

Steven P. Jeffers, Esq.  
Lyons Gaddis Kahn & Hall, P.C.  
P.O. Box 978  
Longmont, CO 80502-0978

**FRICO:**

Farmer’s Reservoir and Irrigation Company  
(FRICO)  
c/o Scott Edgar, General Manager  
80 South 27th Avenue  
Brighton, CO 80601

Joseph B. Dischinger, Esq.  
Beth Ann J. Parsons, Esq.  
Fairfield and Woods, P.C.  
1801 California Street, Suite 2600  
Denver, Colorado 80202

9. **PARAGRAPH CAPTIONS.** The captions of the paragraphs are set forth only for convenience and reference, and are not intended in any way to define, limit, or describe the scope or intent of this agreement.

10. **ADDITIONAL DOCUMENTS OR ACTION.** The parties agree to execute any additional documents and to take any additional action necessary to carry out this agreement.

11. **INTEGRATION AND AMENDMENT.** This agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This agreement may be amended only by an instrument in writing signed by the parties.
12. **BINDING EFFECT.** This agreement shall inure to the benefit of, and be binding upon, the parties and their respective legal representatives, successors, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this agreement except as otherwise specifically authorized in this agreement.

TOWN OF LOCHBUIE by and through its Water Activity Enterprise:

Brian McBroom, Town Administrator

Dated: 

ATTEST:

Town Clerk

FARMERS RESERVOIR AND IRRIGATION COMPANY (FRICO):

Scott Edgar, General Manager

Dated:
Agenda Item Summary

MEETING DATE: April 4, 2023

SUBJECT: Marijuana Industry Update:
Nature’s Herbs and Wellness &
State of Colorado, Department of Revenue

PRESENTED BY: Brian K. McBroom, Town Administrator

SUMMARY / BACKGROUND

Mr. Tucker Eldridge, a representative from Weld County business Nature’s Herbs and Wellness, is returning to present again to the Board of Trustees to provide an industry update from a business perspective. When Mr. Eldridge presented back in October, not all board members were in attendance.

Additionally, at the request of some board members, three representatives from the state will also be present to provide an industry update from the state’s perspective.

STAFF RECOMMENDATION / ACTION REQUIRED

No specific action is associated with this agenda item. It is a presentation with discussion only.

However, should the board want staff to take further action regarding this policy issue, a motion may be appropriate.
MED Presentation to Lochbuie
April 2023
Colorado Voters spoke in 2012

The following are official election results:

<table>
<thead>
<tr>
<th>Colorado Amendment 64</th>
<th></th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Yes</strong></td>
<td>1,383,139</td>
<td>55.32%</td>
</tr>
<tr>
<td><strong>No</strong></td>
<td>1,116,894</td>
<td>44.68%</td>
</tr>
</tbody>
</table>

Results via Colorado Secretary of State.

Source: https://denver.cbslocal.com/2012/11/06/no-on-64-concedes-colorado-votes-in-favor-of-pot-legalization/

Colorado.Gov/Revenue
Cannabis vs. Marijuana vs. Hemp
Why is it so complicated?

- Illegal substance under Federal law
  - Cole memo priorities remain relevant
- Limited federal oversight
  - FDA, EPA, NHTSA, etc.
- Innovative, dynamic industry
- Lack of historical science and research
  - Federal role diminished
- Dual licenses required, both state and local
- Industrial hemp cultivations are regulated by the Colorado Department of Agriculture.
- CBD derived from industrial hemp used in food and beverage products are regulated by the Colorado Department of Public Health and Environment

Colorado.Gov/Revenue
Marijuana Landscape in Colorado

* Local Licensing Authorities

Colorado.Gov/Revenue
Who we are.

State Licensing Authority
(Department of Revenue)

Marijuana Enforcement Division

Licensing
Investigations
Planning
Policy
Analysis

Colorado.Gov/Revenue
Where we are.

- **Grand Junction:** Western Slope
- **Colorado Springs:** Southern Colorado
- **Lakewood:** Denver & Headquarters
- **Longmont:** Northern Colorado
What we do.

TRACKED, TAXED, TESTED
People

How many individuals are licensed to work in the marijuana industry in CO?

Colorado.Gov/Revenue
# People

<table>
<thead>
<tr>
<th>Occupational License Type</th>
<th>Number of Licenses (as of March 1, 2023)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owners – Natural Persons</td>
<td>1,879</td>
</tr>
<tr>
<td>Owners – Entity</td>
<td>281</td>
</tr>
<tr>
<td>Employees</td>
<td>38,299</td>
</tr>
<tr>
<td><strong>TOTAL:</strong></td>
<td><strong>40,459</strong></td>
</tr>
</tbody>
</table>

As of March 2023, 18.3% of all owners identify as minority owners.  

*FY22 Demographic Data*

Colorado.Gov/Revenue
Places

Colorado.Gov/Revenue
Sales in Local Jurisdictions

- Of the 336 local jurisdictions in CO, 108 have opted in to legalize either commercial medical marijuana, commercial retail marijuana or both.
- While this is fewer than 1/3 of all jurisdictions, the most populated areas of Colorado have generally opted-in:
  - Denver, Aurora, Boulder, Colorado Springs as some examples
Stores in Local Jurisdictions
As of March 1, 2023, there are 2,825 licenses approved across the state.

<table>
<thead>
<tr>
<th>License/Permit Types</th>
<th>Medical Licenses</th>
<th>Retail Licenses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stores</td>
<td>386</td>
<td>670</td>
</tr>
<tr>
<td>Cultivations</td>
<td>383</td>
<td>747</td>
</tr>
<tr>
<td>Product Manufacturers</td>
<td>202</td>
<td>289</td>
</tr>
<tr>
<td>Testing Facilities</td>
<td>8</td>
<td>8</td>
</tr>
<tr>
<td>Operators</td>
<td>5</td>
<td>11</td>
</tr>
<tr>
<td>Transporters</td>
<td>13</td>
<td>35</td>
</tr>
<tr>
<td>Hospitality Establishments</td>
<td>0</td>
<td>09</td>
</tr>
<tr>
<td>R&amp;D Facility</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Delivery Permits</td>
<td>16</td>
<td>42</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td><strong>1,014</strong></td>
<td><strong>1,811</strong></td>
</tr>
</tbody>
</table>
Plants

Colorado.Gov/Revenue
TRACKED, Taxed and Tested

Colorado.Gov/Revenue
Products
Packaging and Labeling Requirements

- Child-resistant packaging is critical
- Putting only the most critical pieces of information on a label to prevent “white noise” effect. For example
  - Warning statements
  - Potency statement
  - Harvest/production batch numbers
  - Universal Symbol

Colorado.Gov/Revenue
Additional Public Safety Priorities

- Advertising
- Enforcement / underage compliance checks
- Edibles legislation
- Production management/limits
- Waste removal
- Restrictions on purchase amounts (looping)
- Restrictions on hours of operation
- Consumption prohibited on any licensed premises
- 24 hour video surveillance requirements

PROHIBITED EDIBLE SHAPES

Colorado.Gov/Revenue
Marijuana testing: including plants and products:

- Potency
- Homogeneity
- Pesticides
- Heavy Metals
- Contaminants
  - Residual Solvents
  - Microbial

Of note:
- Science & Policy Quarterly Forum
- All marijuana testing labs must be ISO-accredited as of 1/1/19.
- Labs may elect to go through process validation
- MED aligns with Federal guidelines whenever possible


Colorado.Gov/Revenue
Priorities: Social Equity

Equity, diversity and inclusion is a priority for the state of Colorado.

The Marijuana Enforcement Division is committed to fostering an inclusive and equitable cannabis industry in Colorado that acknowledges the effects of decades of criminal enforcement of marijuana laws on communities of color. As part of Colorado’s commitment to equity, diversity and inclusion, the MED is focusing on outreach and engagement resources to support diversity initiatives in the cannabis industry. The MED's efforts aim to increase diversity in the number of Owner Licenses, which has less diverse representation in comparison to the number of Employee Licensees, so the industry is more reflective of Colorado’s demographics.
Q2 2022 COLORADO MARIJUANA MARKET UPDATE

TOTAL SALES YTD
911,664,746
▼ 21.5% YOY
As of June 2022

AUMJ: $783,118,888
MMJ: $128,545,858
Total: $911,664,746

AVERAGE MONTHLY CULTIVATED PLANTS
1,258,552
As of June 2022

TOTAL ACTIVE RETAIL ESTABLISHMENT LICENSES
950
Total active establishment licenses are ▲ 0.8% year-over-year as of June 2022.

AVERAGE PRICES

<table>
<thead>
<tr>
<th>Type</th>
<th>Daily Sales</th>
<th>Shake/Trim</th>
</tr>
</thead>
<tbody>
<tr>
<td>AUMJ FLOWER</td>
<td>$3.05/£</td>
<td>$3.22/£</td>
</tr>
<tr>
<td>MMJ FLOWER</td>
<td>$2.22/£</td>
<td>$3.05/£</td>
</tr>
</tbody>
</table>

Colorado MED Dashboard

Colorado.Gov/Revenue
Priorities: Production Management

Q2 2022 COLORADO MARIJUANA MARKET UPDATE: PLANT COUNTS

<table>
<thead>
<tr>
<th>Select month and year to filter dashboard</th>
<th>Average Total Cultivated Plants</th>
<th>Average Adult Use Cultivated Plants</th>
<th>Average Medical Cultivated Plants</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 2022</td>
<td>1,226,350</td>
<td>987,564</td>
<td>238,786</td>
</tr>
</tbody>
</table>

Daily Plant Count

Colorado.Gov/Revenue
Enforcement: Violations

1. License Violations Affecting Public Safety – Most Severe
   • E.g. Unauthorized sale; permitting diversion; possessing marijuana from an unauthorized source; misstatements and omissions in METRC
   • Penalties: Suspension; Fine – up to $100,000; Revocation; Restriction

2. License Violations
   • E.g. Failure to keep or maintain business records; minor clerical errors in METRC; packaging and labeling violations that do not have an immediate impact on public safety
   • Penalties: Verbal or Written Warning; Suspension; Fine – up to $50,000; Restriction

3. License Infractions
   • E.g. Failure to display badge; unauthorized modifications of the premises of a minor nature
   • Penalties: Verbal or Written Warning; Suspension; Fine – up to $10,000; Restriction

Colorado.Gov/Revenue
Aggravating and Mitigating Factors

1. History of Violations
2. Good Faith Measures to Prevent
   - Supervision
   - Training
   - Standard Operating Procedures
   - Responsible Vendor Training Designation
3. Past Compliance Checks
4. Corrective Actions
5. Willfulness and Deliberateness
6. Circumstances Surrounding the Violation
   - Self-Reported
7. Owner or Manager Involvement
Sales, Revenue and Taxes
Tracked, TAXED and Tested

Marijuana Sales

Source: State Sales Tax Returns (DR 100) and Retail Marijuana Sales Tax Returns
Marijuana Tax Revenue

Source: Revenue collected monthly as posted in the Colorado state accounting system.

Colorado.Gov/Revenue
Marijuana Tax Structure

Distribution of Marijuana Tax and Fee Revenue for FY 2018-19

15% Excise Tax on Retail Marijuana

15% Special Sales Tax on Retail Marijuana

90% State Share

2.9% Sales Tax on Medical Marijuana

2.9% Sales Tax on non-marijuana products sold in marijuana stores

B.E.S.T. Public School Capital Construction Assistance Fund

(12.5% of which is credited to the Charter School Facilities Assistance Subaccount)

10% Local Share

General Fund

Of the 90% State share, 15.56% is retained in the General Fund

12.59% of the 90% State Share

71.85% of the 90% State Share

Marijuana Tax Cash Fund (MTCF)

Public School Permanent Fund

Interest earnings from the Public School Permanent Fund are deposited into the Public School Fund.
For more information...

- **MED Data Dashboard:**

- **MED mid-year and annual updates:**
  [https://sbg.colorado.gov/med-updates](https://sbg.colorado.gov/med-updates)

- **Department of Revenue’s 2021 annual report:**
  [https://cdor.colorado.gov/data-and-reports/cdor-annual-reports](https://cdor.colorado.gov/data-and-reports/cdor-annual-reports)

- **Market and Demand Studies:**
  [https://sbg.colorado.gov/med-market-reports](https://sbg.colorado.gov/med-market-reports)

- **Marijuana monthly sales reports:**

- **Marijuana monthly tax revenue reports:**
Contact Us

Danielle Henry, MED Senior Policy Advisor Local Affairs: danielle.henry@state.co.us

Rachelle Redmond, AIC Northern Region MED: keith.kuretich@state.co.us

LuAnn Pyatt, Tax Local Government Manager luann.pyatt@state.co.us

Local Licensing Authority: dor_med_localauthority@state.co.us

General Questions (Public) Submit Via MED's Inquiry Form

Colorado.Gov/Revenue
Thank you

Colorado.Gov/Revenue