703 Weld County Road 37
BOARD OF TRUSTEES
REGULAR MEETING
May 2, 2023
6:30 p.m.

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.

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
   Kat Bristow, Trustee
   Dawn Coen, Trustee
   Peggy Tapey, Trustee

4. APPROVAL OF AGENDA

5. 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.

6. 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 ($326,515.15) p. 3-9
   b. April 4, 2023 Minutes p. 10-11
   c. April 18, 2023 Minutes p. 12-15
   d. Resolution 2023-17 Authorizing the Town Administrator to Negotiate and Execute a Professional Services Agreement for the Development of an Updated Comprehensive Plan with CTA Inc. DBA Cushing Terrell p. 16-42
   e. Resolution 2023-18 Approving a Services Agreement for Pavement Striping and Markings with Kolbe Striping, Inc. p. 43-77
7. **ACTION ITEMS**
a. Introduction of and setting for public hearing Ordinance 2023-682, Amending Article I of Chapter 18 of the Lochbuie Municipal Code by adopting by reference:
   - The International Plumbing Code, 2021 Edition with amendments, published by the International Code Council; and
   - The International Energy Conservation Code, 2021 Edition, published by the International Code Council at the address above, with amendments; and
   - The National Electrical Code NFPA 70, 2023 Edition, as currently adopted by the State of Colorado; and setting forth in full the penalty provisions for violations thereof.

8. **DISCUSSION ITEMS**
a. Building B Usage Policy
   
b. 2023 Planning Retreat Date Selection

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.*
Report Criteria:
- Detail report.
- Invoices with totals above $0 included.
- Paid and unpaid invoices included.

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Dated: ____________________________

Mayor: ____________________________

Town Trustees: ____________________________

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__________________________________________

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 Wescott
         Trustee Coen
         Trustee Bristow
         Trustee White
         Trustee Tapey

APPROVAL OF AGENDA

Motion made by Mayor Pro Tem Jeffery seconded by Trustee White to approve the agenda. Motion carried 7-0.

PROCLAMATION
   a. Child Abuse Prevention Month

Paige Otto, from CASA of Adams and Broomfield Counties, shared that CASA’s goal is to advocate for children who experience abuse. She invited the trustees to an upcoming luncheon event where they can learn more about CASA’s work. The luncheon is on Thursday, April 27th at the Denver Marriott Westminster.

Mayor Mahoney read the proclamation and proclaimed April 2023 as “Child Abuse Prevention Month”.

PUBLIC COMMENT

Mayor Mahoney shared with the rest of the trustees that one of the Town employees, Heather Meierkort, is getting married this week.
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

Motion made by Trustee Coen seconded by Trustee Tapey to approve the consent agenda. Motion carried 7-0.

DISCUSSION

a. Marijuana Industry Update

Brian McBroom, Town Administrator, stated that there are two presenters here to share information about the marijuana industry.

Tucker Eldridge, Manager of Production for Nature’s Herbs and Wellness and High Plainz Strains, shared that the company has been in business since 2010 and they have seven stores in northeastern Colorado. The company will be opening their eighth store in the near future. He explained the types of products available at their stores, and explained the difference between medical and recreational marijuana. He also shared that the company runs production facilities, and reviewed revenue statistics.

Keith Kuretich, from the Marijuana Enforcement Division, reported that his branch oversees 17 counties in Colorado. With him tonight is Danielle Henry, MED Senior Policy Advisor of Local Affairs; LuAnn Pyatt, Tax Local Government Manager; and Melissa Slagle, Supervisory Investigator.

Danielle Henry, MED Senior Policy Advisor of Local Affairs, gave a presentation on the role of the Colorado Department of Revenue’s Marijuana Enforcement Division in regulating how marijuana is tracked, taxed, and tested within the state.

MAYOR AND TRUSTEE COMMENTS

Mayor Pro Tem Jeffery shared that the Hudson Library District is looking for a new location for the library in Keenesburg. Once a new location is ready, the Keenesburg branch will close temporarily while they move.

Trustee Tapey inquired if the Town has ever done any advertising for Home Rule to get information out to the residents. She also asked why we do not offer a prayer or a moment of silence before each meeting, and wanted to see if that is something the board wanted to explore implementing.

Chris Price, Town Attorney, stated he would send a memo out stating how the Town could proceed to add a prayer or a moment of silence, if that is what they wished to do.

ADJOURN

Motion made by Trustee Wescott seconded by Mayor Pro Tem Jeffery to adjourn the meeting. Motion carried unanimously.

Mayor Mahoney adjourned the meeting at 7:26 PM.

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

Heather Meierkort  Jamie Jeffery
Town Clerk       Mayor Pro Tem

11
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 Pro Tem Jeffery called the meeting to order at 6:30 PM.

PLEDGE OF ALLEGIANCE

ROLL CALL

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

Absent: Mayor Mahoney

APPROVAL OF AGENDA

Motion made by Trustee White seconded by Trustee Coen to approve the agenda with the amendment that the April 4, 2023 minutes will be removed from the Consent Agenda and approved at a later meeting. Motion carried 6-0.

PROCLAMATIONS

a. Sexual Assault Awareness Month
b. National Crime Victims’ Rights Week

Kim Messina, Victim Services Manager for the Brighton Office of Victim Assistance, stated that she is privileged to work with the Town of Lochbuie. These two proclamations speak to victims of crime who do not always have a voice, and BOVA appreciates the Town bringing attention to both movements.

Mayor Pro Tem Jeffery read each proclamation and proclaimed April 2023 as “Sexual Assault Awareness Month” and April 23-29 as “Crime Victims’ Rights Week”.

PUBLIC COMMENT

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.
Larry Strock, 840 Lonewolf Circle, stated that he has heard lots of discussion about spending money for library in Lochbuie. He asked the board to keep in mind that Lochbuie is a fairly young town, and to think about where is best to allocate finances. We all want to help our youth, and children need activities. The Town could add some ball fields, or a water feature at the skate park, for much less funding than a new building.

Mark Bush, Concord Partners, LLC, provided an update on development in Bella Vista.

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 ($362,305.32)

Motion made by Trustee Wescott seconded by Trustee Bristow to approve the consent agenda. Motion carried 6-0.

ACTION ITEMS


Mayor Pro Tem Jeffery opened the public hearing at 6:48 PM.

Maureen Juran, Town Attorney, stated that this ordinance was introduced to the board on March 7th and adopts, by reference, the 2020 Model Traffic Code that is published by the Colorado Department of Revenue. Lochbuie is currently operating under the 2003 Model Traffic Code. There have been separate ordinances passed over the years to keep Lochbuie’s traffic laws up to date, but it is time to adopt the most updated version of the traffic code.

Mayor Pro Tem Jeffery closed the public hearing at 6:52 PM.

Motion made by Trustee Coen seconded by Trustee White to approve Ordinance 2023-681 Repealing and Readopting Article I of Chapter 8 of the Lochbuie Municipal Code Concerning Vehicles and Traffic Regulations; Adopting by Reference the 2020 Edition of the Model Traffic Code of Colorado (Revision 2 Dated 7/7/2021) Promulgated by the Colorado Department of Transportation with Amendments, and Setting Forth in Full the Penalty Provisions for Violations Thereof. Motion carried 6-0.

b. Resolution 2023-16 Ratifying Administrative Approval of 4th Amendment of Silver Peaks Filing No. 1 Plat

Chris Kennedy, Community Development Director, and Mandy Rasmussen, JVA Engineering, stated that the purpose of this replat is to take land currently parceled for homes, and create new parcels of land that will become a water tank site and a park site.

Motion made by Trustee Coen seconded by Trustee Wescott to approve Resolution 2023-16 Ratifying Administrative Approval of 4th Amendment of Silver Peaks Filing No. 1 Plat. Motion carried 5-1 (White).

STAFF REPORTS

A. Finance/Treasurer
B. Police
C. Water/Wastewater

Wayne Ramey, Ramey Environmental, stated that Brighton’s sewer flow continues to rise, and the wastewater plant is running well. The water plant treated much less water this March than it did in March 2022. There is some equipment on order to complete capital projects.

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D. Public Works

Chris Larmon, Public Works Director, shared that the loader is down, needing another major repair. This machine has now been out of service for 73% of 2023, and causes the Town to rely on contract help more than we would like. The F600 truck has been built and is on its way to Greeley, but is not able be outfitted with snow equipment until December. The crack sealing and mastic sealing will be wrapped up by the end of this week, and they were able to get through the top 4 priority areas this year. Currently, there is an RFP out for pavement marking and striping that will be awarded at the May 2nd meeting. An RFP for street sweeping work will also be necessary, as the Town does not have a sweeper in their fleet. The County Road 2 widening project is on schedule and there has been a lot of coordination with Brighton to keep the flow of traffic moving. The Town has partnered with a landscaping company to create a water conservation garden near the entrance of Bella Vista.

E. Community Development

Chris Kennedy, Community Development Director, shared that the RFP for the comprehensive plan closed, and the two firms who submitted proposals will be interviewed tomorrow. Mark Bush, the developer of Blue Lake, is interested in starting another development to the east of County Road 37, and is in the preliminary process. The owners of Tagawa Greenhouse are adding a retail component to their business, and have expressed interest in annexing into Lochbuie.

F. Town Clerk

Heather Meierkort, shared that there are now eleven users on AquaHawk.

G. Human Resources

Jhazmin Thomas, Human Resources Manager, stated that the Police Department is still fully staffed. Each trustee should have a key card on their desk granting them access to use the employee door for meetings. If anybody needs assistance setting up the new email signature in outlook, she is happy to help.

H. Town Administrator

Brian McBroom, Town Administrator, provided a summary of quarter one results from each department.

MAYOR AND TRUSTEE COMMENTS

Trustee Wescott shared research about the negative effects that retail marijuana can have on children. She asked that the board be provided more information by a public health expert on this topic.

Trustee Coen stated that Senate Bill 23-213 is still on the table, but is not approved, and was discussed by CML. There is another CML presentation on Thursday, so she will have another update after that.

Trustee White reported that the marijuana research shared tonight was health information, and was not regarding the legality of the industry. She does not believe the board needs further education on the issue, and if so, it could come from the Lochbuie Police Department to share their stance. The board needs to choose if the benefits of the sale of retail marijuana will outweigh the risks.

Trustee Bristow reported that DRCOG spoke about Senate Bill 23-213, and the majority of their directors showed opposition to it. She thinks the Town should go on record stating their opposition.

Motion made by Trustee Bristow seconded by Trustee White to direct the Town Administrator to send a letter to the Colorado Governor stating the Town of Lochbuie’s opposition to Senate Bill 23-213. Motion carried 6-0.

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.
Mayor Pro Tem Jeffery reported she has seen lots of mentions of people planning to attend the Hudson Library Board meeting tomorrow, at 5:00 PM at the Hudson Library. The more we can get the Lochbuie resident’s voices heard the better in order to keep things moving forward for a library in town.

**ADJOURN**

*Motion made by Trustee Wescott seconded by Trustee Bristow to adjourn the meeting. Motion carried unanimously.*

Mayor Pro Tem Jeffery adjourned the meeting at 8:01 PM.

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

Heather Meierkort  
Town Clerk  
Michael Mahoney  
Mayor

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: May 2, 2023
SUBJECT: Comprehensive Plan Update Contract Award (Cushing Terrell)
PRESENTED BY: Chris Kennedy, Community Development Director

SUMMARY / BACKGROUND

The Comprehensive Plan (Plan) is a long-range policy document that helps to guide growth in the community. The plan provides guidance on a range of topics from land use/zoning and transportation to parks and recreation to utilities and Town facilities. The Town Code generally requires new development projects to comply with the plan, so it is critical that it be kept up to date.

The Town’s current Plan was completed in 2016 and adopted in 2017. It is common practice for communities to update their Plans every five to seven years to account for growth and change in the area. In addition to more residential growth in Lochbuie’s existing and new subdivisions, unprecedented non-residential development is also anticipated in the coming years, which will be beneficial to the Town. However, much of this new development is expected in the territory east of I-76, which the current Plan designates mostly for residential development. So, in addition to an overall update, the Plan must specifically be revised to allow for a broader variety of uses east of I-76 and to plan for the impacts that those uses will have on transportation systems and other municipal services.

In February 2023 staff requested proposals to update the Town’s current Plan. Two qualified firms submitted similar proposals, which staff reviewed thoroughly before conducting interviews with each firm. The firms also had similar qualifications, experience and capacity. However, staff found Cushing Terrell’s approach to the project to be stronger in the areas of community outreach, transportation and parks planning, while also proposing to do the work for approximately $37,000 less than the other firm. As a result, staff recommends that the Board award the contract to Cushing Terrell.

FINANCIAL CONSIDERATIONS

The 2023 budget includes $200,000 ($100,000 DOLA grant + $100,000 in Town funds) for the Comprehensive Plan Update project. The proposed cost from Cushing Terrell is $162,788.

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends the following motion: “I move to approve Resolution No. 2023-17, Authorizing the Town Administrator to negotiate and execute a professional services agreement with Cushing Terrell for an amount not to exceed $162,788.”

ATTACHMENTS

- Resolution No. 2023-17
- Cushing Terrell Proposal
TOWN OF LOCHBUIE
COUNTIES OF WELD AND ADAMS
STATE OF COLORADO

RESOLUTION NO. 2023-17

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF LOCHBUIE, COLORADO, AUTHORIZING THE TOWN ADMINISTRATOR TO NEGOTIATE AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR THE DEVELOPMENT OF AN UPDATED COMPREHENSIVE PLAN WITH CTA INC. D/B/A CUSHING TERRELL

WHEREAS, the Town desires to have completed an update to its current 2017 comprehensive plan with the goal of updating its comprehensive plan for the management of growth and future land use planning; and

WHEREAS, the Town issued a formal request for proposals to provide the professional services to develop an updated comprehensive plan (“Services”) and received and reviewed proposals before recommending to the Board of Trustees the selection of CTA, Inc. d/b/a Cushing Terrell (“Cushing Terrell”) to provide the Services in a cost efficient and effective manner, considering multiple selection criteria; and

WHEREAS, Town staff and the Town Attorney are currently negotiating the terms of a Professional Services Agreement (“PSA”) with Cushing Terrell for the provision of such Services in general conformity with the scope and cost set forth in the proposal submitted by Cushing Terrell; and

WHEREAS, the compensation to be paid under a proposed PSA exceeds the Town Administrator’s authority to execute the PSA pursuant to the Town’s current Purchasing Policy; however, the Board of Trustees has the authority by this resolution to authorize the Town Administrator to bind the Town to an agreement and desires to do so to expedite the completion of negotiations and execution of a PSA with Cushing Terrell.

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

Section 1. The Town Board of Trustees (a) incorporates the above recitations as findings of the Board, and (b) authorizes the Town Administrator, with the approval of the Town Attorney, to negotiate and execute on behalf of the Town a PSA with Cushing Terrell for Services in an amount not to exceed $162,788.00.

Section 2. Effective Date. This Resolution shall take effect upon its approval by the Board of Trustees.
ADOPTED THIS 2ND DAY OF MAY 2023.

TOWN OF LOCHBUIE, COLORADO

ATTEST: ________________________________

Michael Mahoney, Mayor

By: ________________________________

Heather Meierkort, Town Clerk
Note: Return this page with your proposal.

The undersigned, as an authorized agent of the proposer, hereby certifies:

(✓) The proposer is in receipt of _________ addenda.

(✓) The proposer is familiar with all instructions, terms and conditions, and specifications stated in this RFP, including the following:

(✓) The proposer will be available for interviews, if selected for interview by the Town, during regular business hours on or around the week of April 10, 2023.

(✓) The proposer is qualified to perform the work and services outlined in this RFP as of March 23, 2023.

(✓) The proposal has been arrived at independently and submitted without collusion with any other proposer, Town staff or Town contractor, and the contents of the proposal have not been communicated by the proposer or, to the proposer’s best knowledge and belief, by any one of its employees or agents to any person not an employee or agent of the proposer, and will not be communicated to any person prior to the Town’s final action on this RFP by the Board of Trustees. Nothing in this paragraph shall be construed to prevent or preclude two or more companies or persons from joining together to submit a proposal for the work.

(✓) The offers, terms and conditions of the proposal will remain valid and effective and may be relied upon by the Town for a period of one hundred (100) days following the Proposal Closing Date and Time as identified in this RFP or addenda.

_______________________________ ________________________________
Company Name Authorized Signature

______________________________ ________________________________
Mailing Address Printed Name

______________________________ ________________________________
City, State, Zip Code Title

______________________________ ________________________________
Federal Employee ID Number (FEIN) Phone Number

______________________________ ________________________________
Type of Entity (sole proprietorship, LLC, Partnership, LLP, corporation, etc.) Fax Number

______________________________ ________________________________
Web site Email Address
Dear Chris,

Over the past five (5) years, Cushing Terrell has delivered successful comprehensive and small-area plans to some of the country’s fastest growing mid-size communities. Cities and towns that had not faced hyper-growth and, in some cases had not updated their comprehensive plans in twenty (20) years were suddenly overwhelmed by development. The team we have proposed for Lochbuie’s comprehensive plan update has learned much from these community planning efforts, but we know that each city or county is different, and while a process may be similar, we must specifically tailor our detailed approach everywhere our projects take us.

Cushing Terrell is a “Great Big, Little Firm.” We have internal engineering and architectural resources, and in nearly every large planning effort, we utilize our broad staffing capabilities outside our focused planning efforts. Rarely do we come into a project identifying all the internal resources necessary to provide all the answers or tasks that a project will require. As a firm with multiple resources, our planning teams can shift as necessary and bring these professional skill sets forward without seeking outside support. More often than not, we are not forced to request an extra for the project.

The Lochbuie Comprehensive Plan update promises to deliver a project in our sweet spot. A mid-sized city facing impending growth pressure, a complicated mix of land use patterns, and lacking or undersized or even unknown infrastructure systems are examples of rural and suburban communities where we have recently provided successful comprehensive plan updates. Our Denver-based planning team will lead this effort. For Lochbuie, we have identified Guillermo Romano as project manager and will also provide bilingual project support during public outreach. Guillermo has a diverse background in urban and community planning working in the public and private sector. Nora Bland will assist Guillermo in all phases of the project and has managed and written many of the comprehensive plans we are showcasing herein.

We have identified key professionals internal to our team to support the core planning efforts in housing demand analysis, growth and demographic analysis, GIS capabilities, infrastructure assessment and modeling, economic analysis and projection and scenarios land use planning.

While our firm has a North American portfolio of planning work, we make a conscious effort to align ourselves with projects and communities of this size and type. If you review our project examples we excel in rural residential communities, towns with excessive growth pressures and regions with environmental and critical natural resources that form the basis for land use protection needs.

We relish the opportunity to showcase why we have successfully planned for these similar communities and look forward to your response.

Sincerely,

Wayne Freeman, PLA, CLARB

March 23, 2023
Town of Lochbuie
Chris Kennedy, Community Development Director
C/O Lochbuie Town Clerk
701 Weld County Road 37
Lochbuie, CO 80603

cushingterrell.com

Primary Contact
Wayne Freeman, Principal-in-Charge
waynefreeman@cushingterrell.com
406.599.7109
Company Mission & Services

Our Story

About Cushing Terrell

Cushing Terrell was founded in Billings, Montana in 1938. Cushing Terrell integrates the skills and expertise of more than 20 different technical disciplines into hand-picked teams for any given project. With multiple disciplines working side by side, sharing individual know-how and thronging on the energy inspired by collaboration. Our progressive design approach covers a wide range of project types in the seven Market Sectors: Commercial, Education, Government, Healthcare, Infrastructure, Residential and Retail.

High Performance

At Cushing Terrell, we pride ourselves on an approach that we have termed High Performance. It is the product of uniting talent, passion and expertise with the company’s mission; developing integrated teams of top notch architects, planners, engineers, interior designers, landscape architects, project managers and visionaries working together.

The Experience

We recognize and celebrate the many relationships that occur and are maintained throughout the course of creating dynamic envirionmental spaces. From the initial meeting, to the final reveal of any project, the ever-present interactions between clients, designers and engineering professionals comprise what we commonly refer to as, The Experience. In short, The Experience is the essence of every point of contact and every nuance associated with Cushing Terrell.

Our Services

- ARCHITECTURE
- BUILDING PERFORMANCE
- BUILDING SCIENCES
- CIVIL ENGINEERING
- COMMISSIONING
- ELECTRICAL ENGINEERING
- ENERGY SERVICES
- FIRE PROTECTION
- GRAPHIC DESIGN
- HISTORIC PRESERVATION
- INTERIOR DESIGN
- LANDSCAPE ARCHITECTURE
- LAND SURVEYING
- MECHANICAL ENGINEERING
- PLANNING
- REFRIGERATION ENGINEERING
- STRUCTURAL ENGINEERING
- VISUALIZATION

By the Numbers

- 450+ professionals
- 1B+ annual construction volume
- 84 years in business
- 100+ green-certified projects since 2005
- 13 office locations
- 1 client-driven mission
Transportation Planning Consultant

Fehr & Peers has specialized in providing transportation planning and engineering services to public and private sector clients since 1985. They develop creative, cost-effective, and results-oriented solutions to planning and design problems associated with all modes of transportation. They offer their clients the right combination of leading-edge technical skills and extensive knowledge of the communities in which they work to deliver comprehensive solutions and superior client service.

As a national transportation planning and engineering firm, they specialize in serving their local communities. Fehr & Peers’ Denver office has consistently and successfully delivered customized, community-based, data-driven transportation plans for communities across Colorado’s Front Range. Fehr & Peers specializes in collaborating with diverse planning teams to deliver Comprehensive Plans that feature innovative visions for future land use that are supported by robust, connected, and implementable multimodal transportation networks. Some of the recent comprehensive plans they have supported in Colorado include Glenwood Springs, Windsor, Carbondale, Lyons, and Routt County.

At Fehr & Peers, they take a creative, data-driven approach to each of their practice areas:

- Integrated land use & transportation plans
- Complete Streets
- Multimodal operations & simulation
- Bicycle & pedestrian planning

Market Economics Consultant

Leland Consulting Group was founded by Dave Leland in 1989. His philosophy that shapes their company culture is best summarized by one of his projects. Dave was consulting to the CEO of a national home builder and was asked by the client to attend an executive level meeting. While sitting around the table a VP challenged the CEO and asked why Dave was at the meeting. The CEO calmly replied that Dave was the only person in the room that would tell him if he had spinach in his teeth. They are not idealists or yes people. They give you meaningful and actionable advice grounded in reality. They will tell you if you have spinach in your teeth.
Project Approach

PHASE 1: INITIATION / VISIONING
- Task 1.1: Outreach and Engagement Plan
  Subtask 1.1.A: Stakeholder Advisory Committee
  Subtask 1.1.B: Market Website & Branding
  Subtask 1.1.C: Community Survey
  Subtask 1.1.D: Workshops
  Subtask 1.1.E: Community Forums / Speaker Series
  Subtask 1.1.F: Pop-ups
  Subtask 1.1.G: Planning Commission and Town Council Meetings

PHASE 2: DATA COLLECTION & ANALYSIS
- Task 2.1: Data Collection
  Subtask 2.1.A: Stakeholder Advisory Committee
  Subtask 2.1.B: Community Character Inventory
  Subtask 2.1.C: Land Use & Zoning Code Review
  Subtask 2.1.D: Market Analysis
  Subtask 2.1.E: Existing Conditions & Trends Assessment
  Subtask 2.1.F: Assessment of Research & Transportation on Project
  Subtask 2.1.G: Plan Development & Adoption

PHASE 3: EXPLORATION
- Task 3.1: Growth Alternatives Analysis
  Task 3.2: Future Land Use & Zoning Code Review
  Task 3.3: Forecasting & Indicators
  Task 3.4: Transportation & Mobility Analysis
  Task 3.5: Public Participation Survey

PHASE 4: DRAFT & FINAL COMPREHENSIVE PLAN
- Task 4.1: Draft Comprehensive Plan
  Task 4.2: Final Draft Comprehensive Plan
  Task 4.3: Final Plan Approvals

PHASE 4: IMPLEMENTATION CHECK-IN
- Task 4.1: Outreach & Engagement Plan
- Task 4.2: Final Draft Comprehensive Plan

Establish a flexible and adaptable engagement schedule
- Preferably engagements combine strategies and outreach methods
- Determine the number of groups for the plan process – including residents, business and property owners, service providers, non-profits, and other community partners
- Will strategically spread different outreach & engagement efforts over the course of the project to ensure ample opportunities for input are available
- The following subtasks will be included in the Outreach and Engagement Plan

Subtask 1.2.A: Stakeholder Advisory Committee
| Task 1.2: Outreach and Engagement Plan | Cushing Terrell will prepare an Outreach and Engagement Plan to address the project needs and confirm an acceptable communication program. This task will:
| Identify key stakeholders/partner organizations

Establish a flexible and adaptable engagement schedule
- Prioritize engagement strategies and outreach methods
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- Our team will plan and facilitate Stakeholder Advisory Committee meetings to be held regularly throughout the process in conjunction with key plan milestones. The purpose of these meetings is for the Advisory Committee to act as a sounding board and provide institutional knowledge and expertise to help guide the planning process. The Committee members will be appointed by Town staff during the project kick-off and should include a diverse range of representatives of the community. They will confirm project objectives, identify high priority recommendations and outcomes, define metrics to be used as benchmarks throughout the plan process, and act as project champions to help get the word out. Advisory Committee meetings can be in person or virtual, and we will plan and facilitate as many as necessary to ensure the Plan’s success.

Subtask 1.2.B: Project Website & Branding
- Our team will work with staff to develop content for a project webpage hosted on the either the Town website or on Cushing Terrell’s website and be included as a distinct project. The webpage will serve as the main information portal for the project for the community to learn about the Comprehensive Plan. It will also have multiple interactive tools for community members to give input throughout the duration of the project. Out in house branding and marketing experts will develop a project logo and branding templates to create a distinct identity that will be reflected in all work products and materials.

Diagrammatic parti illustration and conceptual site plan - Private Development | Bozeman, MT

CUSHING TERRELL
TOWN OF LOCHBUIE | COMPREHENSIVE PLAN UPDATE

10

24

11

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Diagrammatic parti illustration and conceptual site plan - Private Development | Bozeman, MT
Subtask 1.2.C: Community Survey

The project team will develop an online survey early in the process to initiate the visioning phase of the Comprehensive Plan Update. The results of this survey will help determine where specific focus will be placed around planning elements.

Subtask 1.2.D: Planning Commission & Town Council Meetings

To ensure coordination with the Planning Commission and Town Council, we will assist the staff in preparing presentation materials as part of the Plan Update process. It is assumed up to three updates will be scheduled at key milestones throughout the estimated yearlong process (in addition to the Plan Approval hearing process).

Phase II: Data Collection & Analysis

Phase II begins with data collection and research. Our team will ask questions, listen, and define the information we need to communicate back to the public in an efficient and understandable way. Intuitive exploration of ideas is also integral to our process as we address:

- Intuitive exploration of ideas
- Define gaps and recommendations for new policy or code amendments
- Identify current best practices (locally, regionally, nationally)
- Review existing development and building codes and related policies
- Identify current best practices (locally, regionally, nationally)
- Define gaps and recommendations for new policy or code amendments

Task 2.1: Data Collection

Our process begins with research. We will identify materials necessary to develop a baseline of information that will inform the Plan Update. We will build off of previous planning work developed for the town.

Task 2.2: Community Character Inventory

Our team will review local development patterns and neighborhood amenities that contribute to Lochbuie’s sense of place. This inventory will consider neighborhood context and will help define the nature of new development and redevelopment, and how this affects the overall community character.

Task 2.3: Land Use & Zoning Code Review

It is critical that our team familiarizes ourselves with the current land uses, zoning regulations, historic resources, and building code requirements. While a detailed code audit is not assumed up to three largescale community workshops. These workshops will correspond to project phases and each will be designed to answer a question, solve a problem, or confirm community priorities. These meetings will be held in-person and will feature graphic visuals, 2D and 3D models, and a capital spending exercise, among others. The first kick-off session will include a “community walkabout” where advisory committee, staff and team from Cushing Terrell take a planned walk through the community and stop and discuss various community issues as group.

Task 2.4: Market Analysis

To inform the comprehensive planning effort and help frame critical redevelopment options for Lochbuie, the Leland Consulting Group will conduct a market analysis across key land use categories: residential, retail, office, and industrial/flex, including sub-category breakouts. This analysis will begin by considering national and regional trends that may affect real estate development potential locally, along with an overview of demographic, industry mix, and employment conditions, including growth projections forward. This contextual research will be combined with available information on supply conditions and violation patterns for those same land use categories to arrive at 10 year and 20 year demand estimates to help calibrate land capacity needs in the future land use plan. For each land use, the market analysis findings will involve both quantitative demand estimates and strategic high level discussion of locations within Lochbuie where (re)development opportunities seem most promising.

Subtask 2.4:A: Leakage and Visitation Analysis

The retail portion of the market analysis will include a detailed investigation of household spending power and shopping behaviors across products and store categories, so as to understand where Lochbuie residents are not purchasing some spending “leakages” currently occurring (i.e. where Lochbuie residents appear to be spending much of their retail and dining budgets in other municipalities). In the past, this type of gap analysis was conducted using approximations of spending power and store sales from data sources that could be unreliable or out of date. Leland Consulting Group now has access to much more fine-
Fehr & Peers will develop evacuation planning into growth management. This includes identifying gaps in previous planning and developing recommendations from these efforts into the transportation element of this plan. Fehr & Peers will conduct a high-level review of the 2017 Comprehensive Plan as it relates to transportation. Fehr & Peers will then integrate any previous recommendations from these efforts into the transportation element of this plan. Fehr & Peers will evaluate the 2017 Comprehensive Plan to identify gaps and opportunities that the transportation element of the Comprehensive Plan Update can address.

Subtask 2.5.B: Assessment of Resiliency of the Transportation Network

In order to add value to the transportation element of this Plan Update, Fehr & Peers will review any available transportation planning data from previous comprehensive plan updates. This existing conditions assessment will include updated maps of the transportation network, identification of major projects and policies that have been completed since past comp plan updates, high-level analysis of existing travel patterns, and an identification of gaps and opportunities that the transportation element of the Comprehensive Plan Update can address.

Task 3.1: Growth Alternatives Analysis

Utilizing data from the Market Assessment, as well as historic development patterns and growth projections, we will develop several growth alternative scenarios based on our understanding of what the community’s vision for growth in Lochbuie could look like over the next 5-20 years. This analysis will test assumptions related to existing residential and commercial densities to their potential as envisioned by the community. Cushing Terrell and Island will test different scenarios in redevelopment and logical ex-panation areas to understand how to achieve economies of scale and provide afford-ability. The growth alternatives will “physically” show how development may best be accommodated over time, based on market demand, land valuation, and mobility and infrastructure needs. Typically, the analysis will consider two development alternatives, a dispersed/low density development approach and a concentrated growth scenario. These will be compared to the current “as-is” or Do-Nothing baseline. We will present the alternatives to the community for feedback and subsequently develop a Preferred Alternative that will inform the Draft Plan. Cushing Terrell will illustrate growth areas and future land uses as envisioned by the community. We will also consider current land uses, growth and market projections, development feasibility, current zoning and development standards concurrently. The FUM will be supported by policy recommendations to accommodate proposed land uses in the Town and three-mile area. We will continue to work with staff to address revisions and outline assumptions associated with the Preferred Alternative Scenario.

Task 3.2: Future Land Use Map

Building from the 2017 Comprehensive Plan’s Future Land Use Map (FLUM) and evaluation of the projected growth allocations, our team will work closely with staff to develop a new FLUM. The FLUM will illustrate growth areas and future land uses as envisioned by the community. We will also consider current land uses, growth and market projections, development feasibility, current zoning and development standards concurrently. The FLUM will be supported by policy recommendations to accommodate proposed land uses in the Town and three-mile area. We will continue to work with staff to address revisions and outline assumptions associated with the Preferred Alternative Scenario.

Phase I: Implementation Check-in

Post adoption, one year from the Plan approval, Cushing Terrell will spend up to two days in the Town interviewing staff and elected officials about the plan’s successes and areas where implementation has fallen short. We will develop recommendations for modifications and necessary improvements, and prepare a post-adopt report within a month of the Plan’s one-year anniversary.

Phase II: Draft Comprehensive Plan

Draft Comprehensive Plan: We will do the heavy lifting gathered from the community and staff and provide a plan that defines the vision, goals and objectives required to achieve the vision. The Draft will describe the community outreach process, the preferred growth scenario, and recommendations and implementation strategies. The Draft Plan will be a visual expression of the planning process and include high-quality graphics to articulate design principles and other key takeaways.

Task 4.2: Final Plan Approvals

Cushing Terrell will prepare Draft and Final Draft presentations to Planning Commission and Town Council as part of the public review process. The schedule for plan review and public hearings will be determined by staff. We will provide the Town with a Final Comprehensive Plan and all supporting digital files post-plan adoption.
As Principal-in-Charge, Wayne will be responsible for the team’s performance—making certain that every resource necessary to make this effort successful is dedicated to you. As a principal, Wayne has 35 years of professional experience in landscape architecture, land planning, urban planning, and multi-discipline project delivery. He did his first comprehensive plan and wrote his first development code in 1991 for his hometown of Godfrey, Illinois. Wayne has developed comprehensive planning efforts in rural and urban communities across the US and Western Canada. He has led public outreach efforts across the United States and Western Canada and included difficult public participation exercises that literally included the Hatfield and McCoy family members in West Virginia. He has served as project manager and/or Principal-in-Charge for nearly every one of the dozens of community land development plans for Cushing Terrell for the past 17 years.

Lumberyard Affordable Housing; Aspen, CO
Mountain Area Master Plan; Steamboat Springs, CO
Belgrade Urban Renewal & Sub Area Plan; Belgrade, MT
Chaffee County Comprehensive Plan Update; Chaffee County, CO
Town of Basalt Master Plan Update; Basalt, CO
Trust Creek Land Planning; Buena Vista, CO
Growth Policy and Downtown Urban Renewal; Belgrade, MT
Tugfort Greenway; Matewan, WV
Town Master Plan; Sono, MT
City Centre Redevelopment Plan; Spruce Grove, AB
Guillermo Romano

**PROJECT MANAGER | URBAN PLANNER | BILINGUAL SUPPORT**

Guillermo oversees Cushing Terrell’s Planning and Urban Design Group. He is an accomplished bilingual designer and architect adept in managing and overseeing operations, design, landscape architecture, urban planning, and overall project supervision functions for public and private sectors. Guillermo is a certified project manager who has handled multi-million dollar budgets; skilled in conducting feasibility studies, strategic planning, brainstorming, and interpreting schematic plans and city policies. He has served as Director of Urban Planning for the City of Seattle and has driven visionary long-range planning in major metropolitan communities. Before joining Cushing Terrell, he was a project executive for Google, overseeing the management and coordination of various Google Brand specific projects under the Real Estate & Workplace Services Division, including four major campuses: Moffett Place, Quail Ranch, Middlefield, and Charleston East.

### Relevant Experience
- **Seattle Central Waterfront Concept Plan; Seattle, WA**
- **Google- Moffett Place Park Campus; Sunnyvale, CA**
- **Multiple office and site projects; San Francisco, CA**
- **Charleston East Google Corporate Headquarters; Mountain View, CA**
- **Our Yard Community Center and Mele Residence; Tucson, AZ**
- **International Design Competition Studio at Anahuac University; Mexico City, MX**
- **Banamex Bank, South Branch and Vault; Mexico City, MX**
- **National Library of Mexico; Mexico City, MX**

### Education
- **Master of Science, Environmental Planning and Design, University of Arizona**
- **Bachelor of Science, Architecture, La Salle University**

### Professional Certification
- Architect

Nora Bland

**ASSISTANT PROJECT MANAGER | COMMUNITY OUTREACH SPECIALIST**

Nora joined Cushing Terrell after graduating with a Master of Urban and Regional Planning and a background in nonprofit work and sustainability planning. Nora specializes in designing community engagement efforts that are inclusive, creative, results-driven, and fun! Her experience in planning efforts in Colorado, Montana, and Arizona has included comprehensive plans, park master plans, entitlement work, urban renewal and downtown design plans. Nora takes a journalistic approach when engaging community members and stakeholders in each planning effort. With a background in hospitality, she understands people and advocates for the public voice to have a strong presence in decision making.

### Relevant Experience
- **Chaffee County Comprehensive Plan Update; Chaffee County, CO**
- **Town of Basalt Master Plan Update; Basalt, CO**
- **Teton Equitable Transit Oriented Development (eTOD) Strategic Plan; Teton County, WY**
- **Town Master Plan; Zenix, MT**
- **Glenwood Springs Comprehensive Plan; Glenwood Springs, CO**
- **Routt County Master Plan; Routt County, CO**
- **Town of Carbonate Comprehensive Plan Update; Carbonate, CO**
- **Belgrade Downtown Design Plan; Belgrade, MT**
- **Castle Rock Park Master Plan Public Outreach; Billings, MT**

### Education
- **Bachelor of Science in Urban Planning, Virginia Commonwealth University**
- **Master of Urban and Regional Planning, University of Colorado Denver**

### Professional Certification
- **Certified Planner / National Certificate (AICP)**

### Affiliations
- **American Planning Association**

### Relevant Experience
- **Chaffee County Comprehensive Plan Update; Chaffee County, CO**
- **Town of Basalt Master Plan Update; Basalt, CO**
- **Teton Equitable Transit Oriented Development (eTOD) Strategic Plan; Teton County, WY**
- **Town Master Plan; Zenix, MT**
- **Glenwood Springs Comprehensive Plan; Glenwood Springs, CO**
- **Routt County Master Plan; Routt County, CO**
- **Town of Carbonate Comprehensive Plan Update; Carbonate, CO**
- **Belgrade Downtown Design Plan; Belgrade, MT**
- **Castle Rock Park Master Plan Public Outreach; Billings, MT**
Charles Trowell

**URBAN DESIGNER | COMMUNITY PLANNER**

As an Urban Designer/Planner, Charles brings a passion and advocacy for participatory planning, collaborative design, and space-making to Cushing Terrell. Charles’ background allows him to sit at the intersection of architecture, urban design, and planning. He has a variety of experience working within public, private, and academic settings on projects, placemaking efforts, research, and plans. Before Cushing Terrell, he worked for the business district of one of the country’s fastest-growing cities and brings a programming and economic development lens to each project. His familiarity collaborating alongside various stakeholders allows him to recognize the dynamics of working in diverse, urban communities while supporting sustainable and equitable projects and plans for clients and communities.

**Relevant Experience**

- Tucson Equitable Transit Oriented Development (eTOD) Strategic Plan; Tucson, AZ
- Lot I Affordable Housing and Transit Interceptor Garage; Telluride, CO
- 2040 Center City Vision Plan; Charlotte, NC*
- Charlotte Rail Trail; Charlotte, NC*
- Center City Vendor Ordinance; Charlotte, NC*
- Hidden Valley Neighborhood Community Reinvestment Plan; Charlotte, NC*

*Project completed prior to joining Cushing Terrell

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Art Malito

**LANDSCAPE ARCHITECT | PROST**

Art is a passionate advocate for urban design and landscape architecture, from establishing a planning vision through the execution of intricate site detailing. He enjoys the elements of placemaking that create a strong public realm and directly improve quality of life for all users. Art has assisted in developing Master Plans, Sub-area Plans, and Design Guidelines, all crucial to laying the proper framework for landscape architecture. His wide professional experiences in urban design and planning, parks and recreation, higher education, resorts and hospitality, and master planned communities give him a vast perspective on design. Art enjoys collaborating with colleagues and clients to achieve shared goals thereby improving the communities that his work strives to empower.

**Relevant Experience**

- Tucson Equitable Transit Oriented Development (eTOD) Strategic Plan; Tucson, AZ
- City of Boise Zoning Rewrite Neighborhood Visualization; Boise, ID
- Midland Avenue Streetscape Renovation; Basalt, CO
- Urban Farm Community Master Plan and Design Guidelines; Bozeman, MT
- BRCC 5 County Regional Housing Study; MT
- East End Action Subarea Plan; Idaho Springs, CO*
- National Western Center Campus Placemaking and Design Guidelines; Denver, CO*
- East Overland Corridor Revitalization Plan; NE*

*Project completed prior to joining Cushing Terrell
Alex Modrzecki
COMMUNITY PLANNER

Alex joined Cushing Terrell after obtaining his Master of Urban and Regional Planning. His background in economics has informed a holistic and forward-looking approach to planning and design projects. He specializes in geographic systems, data visualization, and geomatics communication. Alex has a passion for using data-driven quantitative analysis to gather people’s voices and lived experiences. This passion has led to a range of professional experiences in food security, active mobility, environmental design, and urban morphology. Alex’s primary objective is to create places that are functional, sustainable, and contextually sensitive to each community’s unique character.

Relevant Experience
Norte Sur Equitable Transit Oriented Development Strategic Plan; Tucson, AZ
Glenwood Springs Comprehensive Plan; Glenwood Springs, CO
Lot I Affordable Housing and Transit Interceptor Garage; Telluride, CO
I-25 Pedestrian Crossing Feasibility Study; Castle Pines, CO*
City Denver Open Innovation District Proposal; Denver, CO*
West Colfax Viaduct Master Plan Proposal; Denver, CO*

*Project completed prior to joining Cushing Terrell

Nicole Olmstead
LAND USE CODE

Nicole brings strong public-sector experience to the team with over 10 years working for state and local governments. Her experience includes facilitating municipal infrastructure projects, compliance assistance, regulatory updates, long range planning, commercial & residential development review. She is a member of her local regional planning group and currently serves as Vice-Chair of the Bozeman Community Development Board. As a Community Planner and Project Manager for Cushing Terrell, Nicole has led planning efforts including zoning code updates, wayfinding and design plans along with creating and facilitating public engagement strategies. Nicole is well versed in entitlement reviews and has completed reviews packages for projects throughout the western United States. She approaches land use planning with an emphasis on creating plans and policies that are both practical and useful to the communities they are created for.

Relevant Experience
Aspen Lumberyard Affordable Housing, entitlement work; Aspen, CO
Montana Heritage Center Renovation, Historic Preservation Study and Addition; Helena, MT
City of Shelby Historic Preservation Plan; Shelby, MT
Outlaw Real Estate Partners, Mixed-Used Master Plan; Bozeman, MT
Sheridan County Historic Preservation Plan; Sheridan, WY
City of Belgrade, Downtown Design Plan, Master Parks and Trails and Extraterritorial Zoning District; Belgrade, MT
Great Falls Business Improvement District, Wayfinding Plan; Great Falls, MT
Pando Development, Mixed-Use Master Plan; Missoula, MT
Michael White

**DIRECTOR OF CIVIL ENGINEERING**

Michael brings over 15 years of broad-based professional experience in civil engineering design and project management. He has worked on all phases of projects with both private and public entities, and carries a diverse project portfolio that includes land development, infrastructure, and transportation projects across the Mountain West. Michael is passionate about fostering valuable and recurring client relationships and is dedicated to providing technical excellence to the communities we serve.

As the Director of Civil Engineering for Cushing Terrell, Michael’s role on this project will be to oversee technical staff and provide quality control/quality assurance for all design deliverables. He will be the primary liaison between civil engineering, other design disciplines, stakeholders, and the client.

Relevant Experience

- Basalt Midland Streetscape, Basalt, CO
- County Rds 6 & 11 Improvements, Weld County, CO*
- Highway 285 Drainage Improvements, Laramie, WY
- Red Bird Farms Production & Distribution Facility, Englewood CO
- Valeant Pharma Production & Distribution Facility, Centennial CO
- Fallbrook Farms Transit-Oriented Development, Thornton, CO
- PlushGrass Warehouse, Adams County, CO
- Enrza/Reyland Warehouse, Pueblo, CO
- Stonehocker Hill Subdivision, Thornton, CO
- Hwy 285 OR 301 Tom Lakes, Chaffee County, CO*
- Lee Schwab Tire Centers, CO, ID, MT, OR, UT, WA, WY

*Completed prior to joining Cushing Terrell

Randy Rhoads

**DIRECTOR OF AFFORDABLE HOUSING**

Randy has managed multiple teams of professionals simultaneously throughout the U.S. to develop various models of housing that are affordable, attainable and/or combinations of market rate units. He has developed more than 6,000 affordable housing units in 13 states totaling more than $1.1 Billion in construction. Randy is an expert at alternative financing, the PPP approach to development and titling square pegs in round holes. Before joining Cushing Terrell, he worked for one of the nation’s top 50 for-profit affordable housing developers for over 17 years. Randy has held lead design and project management positions at several of San Diego and St. Louis architecture and development firms and is a member of the Congress for the New Urbanism.

Relevant Experience

- Lumberyard Affordable Housing, Aspen, CO
- Lot 1 Affordable Housing and Transit Connector Garage, Telluride, CO
- Dr. George Davis Residences and Senior Center, San Francisco, CA*
- Cornerstone Village Phases I, II, III, Ph 6, Memphis, TN*
- Foster Park at South City Phases I, II, IV, Memphis, TN*
- North Sarah Apartments Phases I, II, III, St. Louis, MO*
- Cahill House Senior Apartments, St. Louis, MO*
- E North Apartments, St. Louis, MO*

*Project completed prior to joining Cushing Terrell
Sydney Provan

Sydney Provan is a Transportation Planner in Fehr & Peers’ Denver office. She has worked transportation plans throughout Colorado. She is passionate about using her skills in data analysis, community engagement, and visual communications to improve transportation access in the communities she works in. Sydney has worked on a wide variety of transportation projects encompassing all modes of transportation and ranging in scale from multi-modal corridor plans to citywide transportation master plans. Recently Sydney has worked on the transportation elements of comprehensive plans across Colorado including Routt County, Carbondale, and is managing the transportation element for the ongoing Summit County Comprehensive Plan. Sydney is passionate about approaching transportation planning from a wholistic and multidisciplinary perspective to ensure the plans she works on are implementable and equitable.

Relevant Experience
Routt County Master Plan; Routt County, CO
Carbondale Comprehensive Plan Update; Carbondale, CO
Denver Community Transportation Networks; Denver, CO
Boulder Vision Zero Action Plan; Boulder, CO
Denver Moves: Cherry Creek; Denver, CO
North College Corridor Study; Fort Collins, CO
Denver Safe Routes to School Travel Plans; Denver, CO
Thornton Transportation Master Plan; Thornton, CO
Connect Loveland Transportation Master Plan; Loveland, CO
Lake County Transit Feasibility Study; Lake County, CO

Ted Kamp

Ted Kamp is a Market Economics Specialist who provides market analysis in support of strategic land-use decisions for public planners and private developers. Drawing on expertise in GIS, market economics, and demographic analysis, he incorporates user-friendly information design to convey critical market intelligence to stakeholders. His work spans a variety of development and planning contexts including urban infill, economic development, suburban revitalization, impact analysis, and transit-oriented development.

Relevant Experience
Comprehensive Plan Update, Carbondale, CO
Comprehensive Plan Update; Glenwood Springs, CO
Comprehensive Plan Update; Meridian, ID
Entertainment District Analysis; Lone Tree, CO
Citywide Retail Strategy; Westminster, CO
Economic Development Strategy; Meridian, ID
Comprehensive Plan; Brighton, CO
Comprehensive Plan Update and Revision; Casper, WY
Citywide Retail Analysis; Boulder, CO

Awards and Publications
1999 Outstanding Graduate, Urban and Regional Planning, Master of Science, Marketing, University of Colorado-Denver
1998 AASFP McClure Student Award, “Empathy and Planning” (best paper nationally by a masters student)
The Art of Collaboration
Our foundation is steeped in an understanding of contextual factors that influence the decision-making process. Our multi-disciplinary team approach enables us to quickly identify any number of technical issues impacting how communities plan for their future and how to apply state-of-the-art development standards that incorporate best practices and balancing growth management strategies. We know how important it is to define a clear path forward for decision-making while acknowledging that many voices are at play throughout the discourse of public policy and investments.

Cushing Terrell has successfully led visioning initiatives in many communities throughout the region. Our team will work collaboratively to develop sound guiding principles that are supported by quantifiable measures to inform stakeholders and the community. We balance objective data with engagement feedback and outreach methods that invite participants to define project values and reach agreements going forward, while also keeping the door open for creative and fiscally responsible expressions.

Together, our team brings exceptional expertise and specializations in key areas as:
- Sustainable Development and Climate Action Planning
- Innovative Community Outreach + Engagement Methods
- Policy + Design Delivery
- Language Translation + Workshop Training
- Social Media + Google Jamboard Work Sessions
- 3rd Party Website, Social Media + Google Jamboard Work Sessions
- Language Translation + Workshop Training
- In-person / Virtual Community Workshops
- Missing Middle / Affordable Housing Assessments, Policy + Design Delivery
- Planning Policy + Land Use Development Regulations / Design Standards
- Building enclosure design. Our comprehensive approach allows us to provide our clients with a full-service planning and design firm and some of the best talent available. We also offer services in non-traditional areas such as cost estimating, code review, and roofing and building enclosure design. Our comprehensive approach allows us to provide our clients with a full-service planning and design firm and some of the best talent available. Every effort we have carefully analyzed the staff requirements alongside current and projected workloads, and are able to affirm, without reservations, that our resources and project teams are able to meet your schedule, needs, and expectations for responsiveness anywhere.

In today’s ever changing world, we continue to evolve in providing comprehensive services while fulfilling each client’s planning and design-related needs. We are not simply a pure planning firm. A unique advantage of Cushing Terrell is our broad base of personnel resources. Besides planning services, we employ architects, mechanical, electrical, civil, and structural engineers. We also provide landscape architecture, interior design and employ a range of specialists in such areas as cost estimating, code review, and roofing and building enclosure design. Our comprehensive approach allows us to provide our clients with a full-service planning and design firm and some of the best talent available. We also offer services in non-traditional areas such as cost estimating, code review, and roofing and building enclosure design. Our comprehensive approach allows us to provide our clients with a full-service planning and design firm and some of the best talent available. Every effort we have carefully analyzed the staff requirements alongside current and projected workloads, and are able to affirm, without reservations, that our resources and project teams are able to meet your schedule, needs, and expectations for responsiveness anywhere.

We know Community Planning
Cushing Terrell has successfully completed municipal and regional visioning master plans, comprehensive plans, subareas and special district plans (downtown, Urban Renewal District), urban design studies, and community outreach programs throughout the Western U.S. and Canada over the past several years. Recent examples include:

<table>
<thead>
<tr>
<th>Project, Location</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Town of Basalt Master Plan and Facilities Plan; Basalt, CO</td>
<td>$240,000</td>
</tr>
<tr>
<td>Town of Buena Vista feasibility &amp; Conceptual Land Use Plan; Buena Vista, CO</td>
<td>$96,000</td>
</tr>
<tr>
<td>Town of Carbondale Comprehensive Plan Update; Carbondale, CO</td>
<td>$70,000</td>
</tr>
<tr>
<td>Together Chaffee Comprehensive Plan; Chaffee County, CO</td>
<td>$249,000</td>
</tr>
<tr>
<td>City of Glenwood Springs Comprehensive Plan Update; Glenwood Springs, CO</td>
<td>$213,000</td>
</tr>
<tr>
<td>Routt County Master Plan; Steamboat Springs, CO</td>
<td>$189,000</td>
</tr>
<tr>
<td>Missoula Area Master Plan; Steamboat Springs, CO</td>
<td>$240,000</td>
</tr>
<tr>
<td>CCDC Urban Renewal Plan Shoreline District Framework Plan; Boise, ID</td>
<td>$164,000</td>
</tr>
<tr>
<td>West Downtown Boise Neighborhood Master Plan; Boise, ID</td>
<td>$25,000</td>
</tr>
<tr>
<td>Altion Downtown Riverfront District; Altion, IL</td>
<td>$84,000</td>
</tr>
<tr>
<td>Downtown Urban-Master Plan; Belgrade, MT</td>
<td>$120,000</td>
</tr>
<tr>
<td>Emissi Emis Master Plan; Enns, MT</td>
<td>$40,000</td>
</tr>
<tr>
<td>Glacier Town Center; Kalispell, MT</td>
<td>$11,800</td>
</tr>
<tr>
<td>Kalispell Core Renovation Plan; Kalispell, MT</td>
<td>$40,000</td>
</tr>
<tr>
<td>South Kalispell Urban Renewal Plan; Kalispell, MT</td>
<td>$125,000</td>
</tr>
<tr>
<td>Livingston Medical District New Town; Livingston, MT</td>
<td>$25,000</td>
</tr>
<tr>
<td>Livingston Downtown Streetscape Plan; Livingston, MT</td>
<td>$27,000</td>
</tr>
<tr>
<td>Nine (9) rural Montana Growth Policies; Rural Montana Towns</td>
<td>various</td>
</tr>
<tr>
<td>City of Spearf Grove City Centre Area Redevelopment Plan; Spearf Grove, ID</td>
<td>$135,670</td>
</tr>
<tr>
<td>Norte Sur Equitable Transit Oriented Development Strategic Plan; Tucson, AZ</td>
<td>$260,000</td>
</tr>
<tr>
<td>Port Carquillam Downtown Action Plan; Port Carquillam, BC</td>
<td>$433,000</td>
</tr>
<tr>
<td>Carlin Master Plan; Carlin, NV</td>
<td>$25,000</td>
</tr>
</tbody>
</table>
Cushing Terrell assisted Chaffee County in preparing the first Comprehensive Plan Update since 2000. Because of the 20-year gap since the last update—and a shift in regional demographics—the plan developed out of an extended but calculated public outreach and education process including four open houses, five neighborhood meetings, two drop-in events, 50+ stakeholder interviews, three high school workshops, and a series of three online surveys.

The County is a diverse canvas of varying geology, geography, climate, culture, and land uses, with about 83% of Chaffee County being publicly managed lands. The County’s three unique communities of Buena Vista, Salida, and Poncha Springs all faced their own growth challenges. Meanwhile, the County saw unprecedented residential growth on its unincorporated county lands, experiencing a 15% loss of farmland over a five-year period. As such, the critical element introduced in the 2020 Plan update was the addition of four sub-area plans, complete with future land use maps and a series of prioritized action steps—including infrastructure projects—that enabled each of the four community’s goals to be accomplished on the ground. In the process, Cushing Terrell helped envision growth and development patterns for every parcel across the County’s 160,000+ acres.

### “Together Chaffee County” Comprehensive Plan Update

**CHAFFEE COUNTY, CO**

Cushing Terrell assisted Chaffee County in preparing the first Comprehensive Plan Update since 2000. Because of the 20-year gap since the last update—and a shift in regional demographics—the plan developed out of an extended but calculated public outreach and education process including four open houses, five neighborhood meetings, two drop-in events, 50+ stakeholder interviews, three high school workshops, and a series of three online surveys.

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**Town of Basalt | Master Plan Update**

**BASALT, CO**

Cushing Terrell completed an aspirational master plan that will guide growth and accomplish community intentions for the next 10 years. Using design, graphics and opportunity sites to communicate, the plan update stated goals and objectives and recommends courses of action for future growth and development of land, public facilities and services, with a strong focus on environmental and economic sustainability. This plan provides the policy framework for regulatory tools like zoning, subdivision regulations, annexations, and extra care was taken to outline coordination with the two counties. The plan establishes a process for orderly growth and development to address both current and long-term needs, and provides a balance between the few remaining stretches of open space left in the Roaring Fork Valley.

**A focus on engagement**

The community engagement process included over 20 public meetings, 34 interviews, and resulted in over 5,000 total data points received. Multiple community engagement events ranging from traditional to ‘out-of-the-box’ occurred including open houses, ride-alongs, on-line surveys, issue-based workshops, neighborhood meetings, an Hispanic community picnic, and high school work session.

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**Growth Policy and Downtown Urban Renewal Plan**

**BELGRADE, MT**

As Belgrade grows beyond its identity as a bedroom community to Bozeman, its citizens desire deeper connections to the heart of their community with places to live, shop, and socialize — all connected by a safe and efficient mobility network. Cushing Terrell completed the City’s first Growth Policy update in years. Growth Policy Plans are essentially Comprehensive Plans required in Montana for municipalities. An immediate outcome of the growth policy update was a new Urban Renewal Plan.

With buildings in disrepair, unsightly utilities, disconnected pedestrian and bicycle infrastructure, and an overall lack of cohesiveness, the City core needed increased investment, infrastructure improvements and a long-range vision. Cushing Terrell hosted a series of virtual design charrettes to understand stakeholder priorities and shape the design Belgrade’s downtown that considered circulation, parking, urban design, streetscapes, local businesses, and fiscal sustainability. Cushing Terrell’s designers and planners completed the Downtown Design Plan (2020) that utilizes the existing Urban Renewal District to advance goals of focusing limited resources on impactful projects to spur economic development. Orbital renderings created by Cushing Terrell’s designers can be viewed here: [www.ctenvision.com/dbv/](http://www.ctenvision.com/dbv/)
Ennis Master Plan
ENNIS, MT

Ennis is a tourist based community on the west side of Big Sky, Montana. Ennis has a population of roughly 1,000 but is faced with unprecedented growth as Big Sky grows on the west side of Lone Peak mountain. Centered on the mythical and world renowned Madison River, Ennis has become a tourist mecca for trout fishing, skiers, hunters, and visitors to nearby Yellowstone National Park. Cushing Terrell was hired to work with the community to develop its first community master plan including public engagement, land use planning, community development opportunities, transportation alternatives, and affordable and locally attainable housing. A critical part of the project was analyzing and updating infrastructure and utility systems at a high level to anticipate growth patterns and voids in the system. Much of the town is a mixture of underutilized areas of the Town’s core.

Community Engagement Process

Due to the Town’s high population of Hispanic community members, all engagement was available in both English and Spanish, including an Open House held entirely in Spanish with bilingual facilitators. CT created a project website with Bang the Table and employed various online engagement tools throughout the project. When there was a draft available for public review, we set up Reading Rooms in 10 locations throughout Town where folks could go and read a paper copy (in English or Spanish) of the plan and provide input. The project’s Community Engagement Plan included a diversity of types of meetings, including in-person and virtual open houses, pop-up booths, design charrettes, and stakeholder focus group interviews.

Town of Carbondale | Comprehensive Plan Update
CARBONDALE, CO

Under a skyline crowned by Mount Sopris, the Town of Carbondale serves as the local’s heart of the Roaring Fork Valley. A quaint bedroom community with a locally-serving commercial base, Carbondale’s escalating housing costs, shifting economy, and strained mobility network threaten its diverse, family-friendly character. In mid-2021 the Cushing Terrell team was contracted to address these emerging challenges in a focused update to the Comprehensive Plan. With an eye toward climate action, multi-modal mobility, and services for a community of all ages and abilities, the Update will also turn the key for redevelopment opportunities in underutilized areas of the Town’s core.

Community Engagement Process

Due to the Town’s high population of Hispanic community members, all engagement was available in both English and Spanish, including an Open House held entirely in Spanish with bilingual facilitators. CT created a project website with Bang the Table and employed various online engagement tools throughout the project. The project’s Community Engagement Plan included a diversity of types of meetings, including in-person and virtual open houses, pop-up booths, design charrettes, and stakeholder focus group interviews.
Norte-Sur Equitable Transit Oriented Development Strategic Plan

TUCSON, AZ

The ETOD Strategic Plan involves bringing community member together to identify opportunities for equitable reinvestment and access along a future 15-mile long North-South High Capacity Transit corridor connecting the Tucson Mall on the northside to downtown Tucson and the Tucson Airport on the southside. Cushing Terrell leads a dynamic team of local Tucson experts and national transit and urban design professionals in thoughtfully and comprehensively facilitating conversations around mobility, universal access, equity, and affordable housing. The study includes an extensive outreach and engagement phase intended to connect and empower traditionally underserved and LatinX populations in Tucson to understand the community’s values, aspirations, and desires to address climate and resiliency, access, and equity for all people.

Cushing Terrell’s approach focuses on building connections, meeting people where they are, and learning from the collective wisdom of people who live, work, or travel in the study area. Our methodology is guided by a whole-systems approach built upon strengths-based facilitation methods that focus on relationship building to engage everyone on even footing, connect different perspectives, and honor people’s lived experiences.

Cushing Terrell leads a dynamic team of local Tucson experts and national transit and urban design professionals to build a whole-systems approach built upon strengths-based facilitation methods that focus on relationship building to engage everyone on even footing, connect different perspectives, and honor people’s lived experiences.

Glenwood Springs Comprehensive Plan

GLENWOOD SPRINGS, CO

For the Southern Ute tribes and those that followed, Glenwood Springs has a sacred history as a place of community gathering and healing. Today it continues to be a cultural, recreational and commercial hub where the Colorado River and the Roaring Fork valley meet. A thriving community serving residents, workers, and thermal tub-soakers, Glenwood Springs’ mountain-town identity as a recreational destination with relatively attainable living and working opportunities is shifting as a recent uptick in development has limited housing and job offerings. Geography and topography further stress the mobility network as natural hazards routinely threaten community access and water resources.

The comprehensive plan update Cushing Terrell is currently completing aims to help local leaders and citizens understand the impacts of certain growth management approaches in an effort to understand how policy changes might affect Glenwood Springs character. A careful look at innovative growth and urban design guidance techniques will enable the City to more seamlessly move into its expanded role as a thriving community centered around the Colorado River and the Roaring Fork valley.
Routt County Master Plan

Cushing Terrell assisted Routt County in updating their almost 20-year old Master Plan. Between 2000 and 2018, Routt County’s population grew 30%, changing the dynamics of the community. Changing demographics, strained water resources, growth pressures, rising home prices, regional transportation issues, recreation conflicts, and the continued threats to rural/agricultural character are all pressure points that led County leadership to initiate the development of a new long-range plan. Among other needed updates, Cushing Terrell crafted an updated future land use framework that used a tiered approach to address the County’s unique municipalities and unincorporated communities. Three distinct Tiers of areas suitable for different types of growth were established, and the nature of development was clearly defined for each. This provided the County with a clearer lens to look at growth, as well as flexibility to allow a project that checks all the boxes to come to fruition. The Plan’s Implementation Plan provides a roadmap with actionable steps to work towards achieving the vision established by the community through outreach.

City of Steamboat Springs | Mountain Area Master Plan

Embracing a long history of successful city-wide plans and urban redevelopment efforts, the City of Steamboat Springs ventured to create a master plan to revitalize the City’s ski resort base area to boost year-round vibrancy. After seeing a decade of average but uninspiring redevelopment and, the Mountain Area Master Plan amalgamates the best parts of several previous planning efforts to come up with physical solutions and policy adjustments to bring the Mountain Area into a new period of prominence. Utilizing mostly virtual tools, the planning team focused on a community input-driven approach that translates public and stakeholder commentary into interventions that will create meaningful change.

Identity and Character of the Built Environment, 2) Economic Vitality, and 3) Mobility. A substantial effort was made to involve a spectrum of business and community leaders to fully understand how such a wide variety of people move to and through a complicated base area where businesses struggle and vitality is lacking due to difficult grade separations and the attraction of a nearby bustling downtown. Using a diversity of techniques to translate survey and interviews data, the Master Plan will deliver achievable and implementable recommendations in both the physical environment and through rethinking standard development procedures.
Adams County Transportation Master Plan

Adams County, CO

Fehr & Peers led the update to the Adams County Transportation Plan in coordination with the Comprehensive Plan and Parks, Open Space, and Trails Plan. Advancing Adams — the name of these three combined efforts — required that our planning efforts move to a broader and deeper understanding of a multitude of factors to help meet the County’s goals. The entire planning process is guided by three core values that fundamentally change how we approach each analysis step, recommendation, and policy — Equity, Sustainability, and Livability.

The Transportation Plan was developed from a strong foundation of existing conditions and comprehensive engagement over the course of 18 months. The plan took a layered network approach to develop bicycle, pedestrian, and roadway networks that improve the safety convenience and efficiency for all modes. It also identifies transit service and program improvements that the County can make to increase light rail and bus ridership by working in collaboration with RTD. Fehr & Peers developed recommendations for performance measures and thresholds to improve the gravel road repaving program as well as opportunities to leverage emerging technologies. Along with prioritized multimodal networks, the plan developed detailed recommendations for five corridors, including identification of enhanced transit service, urban amenities, revised cross-sections, and crossing improvements that were aligned with future land use.
References

Glenwood Springs Comprehensive Plan Update
Hannah Klausman
Planning Director
Glenwood Springs
970.384.6407
hannah.klausman@cogs.us

Town of Carbondale | Comprehensive Plan Update
Jared Barnes
Planning Director
On behalf of Janet Buck, Planning Director (retired)
970.510.1208
jbarnes@carbondale.co.net

Routt County Master Plan
Krissy Winser
Planning Director
Routt County
970.879.2704
kwinsler@co.routt.co.us

Chaffee County Comprehensive Plan Update
Jon Roorda
Planning Manager
Chaffee County
719.530.5566
jroorda@chaffecounty.org

Norte-Sur Equitable Transit Oriented Development Strategic Plan
Ian Sansom
Project Manager
City of Tucson
520.262.9916
ian.sansom@tucsonaz.gov

Belgrade Downtown Urban Renewal Plan
Jason Karp
Planning Director
City of Belgrade
406.388.3783
jkarp@cityofbelgrade.net

Aspen Lumberyard Affordable Housing Neighborhood | ASPEN, CO

TOWN OF LOCHBUIE | COMPREHENSIVE PLAN UPDATE
Acknowledgement & Conflict of Interest

Acknowledgement
Cushing Terrell acknowledges that we will be able to initiate the Services for the Town of Lochbuie on or before May 1, 2023.

Conflict of Interest
Cushing Terrell has no conflicts of interest.

Pricing Proposal

Lochbuie Comprehensive Plan Update

Phase 1: Initation/Visioning

Wayne Freeman
2 Hrs @ $250 = $500
Guillermo Romano
16 Hrs @ $250 = $4,000
Nora Bland
32 Hrs @ $130 = $4,160
Nicole Olmedo
4 Hrs @ $140 = $560
Charles Trossell
12 Hrs @ $143 = $1,716
Alex Mundare
32 Hrs @ $105 = $3,360
Mike White
4 Hrs @ $263 = $1,052
Randy Rhoads
4 Hrs @ $263 = $1,052
Art Mallo
4 Hrs @ $150 = $600
Sydney Provan
12 Hrs @ $168 = $2,016
Ted Kamp
12 Hrs @ $200 = $2,400
Subtotal
$21,416

Phase 2: Data Collection & Analysis

Wayne Freeman
2 Hrs @ $250 = $500
Guillermo Romano
24 Hrs @ $250 = $6,000
Nora Bland
40 Hrs @ $130 = $5,200
Nicole Olmedo
4 Hrs @ $140 = $560
Charles Trossell
12 Hrs @ $143 = $1,716
Alex Mundare
40 Hrs @ $105 = $4,200
Mike White
12 Hrs @ $263 = $3,156
Randy Rhoads
4 Hrs @ $263 = $1,052
Art Mallo
4 Hrs @ $150 = $600
Sydney Provan
16 Hrs @ $168 = $2,688
Ted Kamp
16 Hrs @ $200 = $3,200
Subtotal
$28,872

Phase 3: Exploration

Wayne Freeman
4 Hrs @ $250 = $1,000
Guillermo Romano
24 Hrs @ $250 = $6,000
Nora Bland
40 Hrs @ $130 = $5,200
Nicole Olmedo
4 Hrs @ $140 = $560
Charles Trossell
16 Hrs @ $143 = $2,288
Alex Mundare
40 Hrs @ $105 = $4,200
Mike White
4 Hrs @ $263 = $1,052
Randy Rhoads
4 Hrs @ $263 = $1,052
Art Mallo
8 Hrs @ $150 = $1,200
Sydney Provan
24 Hrs @ $168 = $4,032
Ted Kamp
24 Hrs @ $200 = $4,800
Subtotal
$31,384

Phase 4: Draft & Final Comprehensive Update

Wayne Freeman
4 Hrs @ $250 = $1,000
Guillermo Romano
48 Hrs @ $250 = $12,000
Nora Bland
120 Hrs @ $130 = $15,600
Nicole Olmedo
8 Hrs @ $140 = $1,120
Charles Trossell
48 Hrs @ $143 = $6,704
Alex Mundare
120 Hrs @ $105 = $12,600
Mike White
16 Hrs @ $263 = $4,208
Randy Rhoads
8 Hrs @ $263 = $2,104
Art Mallo
24 Hrs @ $150 = $3,600
Sydney Provan
48 Hrs @ $168 = $8,064
Ted Kamp
48 Hrs @ $200 = $9,600
Subtotal
$75,616

Phase 5: Implementation Check-In - No Charge

Project Total
$162,788
Reimbursements for Travel/Supplies
$5,500
Project Total
$168,288

TOWN OF LOCHBUIE | COMPREHENSIVE PLAN UPDATE
thank you.
Agenda Item Summary

MEETING DATE: May 2, 2023

SUBJECT: Approval of Services Agreements with Kolbe Striping, Inc

PRESENTED BY: Chris Larmon, Public Works Director

SUMMARY

Roadway striping and pavement markings are an essential part of a safe transportation system. The Federal Highway Administration has established minimum requirements for all safety systems installed on public roadways. These systems include signs, striping, markings, and traffic control devices like cones and barricades.

Pavement markings are federally required to have a minimum level of retroreflectivity. To maintain these minimum standards, it is necessary to re-stripe and replace markings on a routine schedule.

In conformance with the Town's Procurement Policy staff issued a formal Request for Proposals (RFP) for Roadway re-striping and replacing pavement markings. Staff received one proposal from a qualified contractor and recommends the Board of Trustees award this contract to Kolbe Striping Inc.

FINANCIAL CONSIDERATIONS

The 2023 approved budget allocated $450,000 for the repair and maintenance of streets in fund 10-441-4480. Staff requests an amount not to exceed $65,000.00 to complete re-striping and replacement of pavement markings.

STAFF RECOMMENDATION/ACTION REQUIRED

Staff offers the following motions for board consideration:
“I move to approve Resolution No. 2023-18 approving a Services Agreement with Kolbe Striping, Inc. to complete re-striping and replacement of pavement markings for an amount not to exceed $65,000.00.”

ATTACHMENTS

1. Resolution No. 2023-18 A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF LOCHBUIE, COLORADO, APPROVING A SERVICES AGREEMENT FOR ROADWAY STRIPING AND INSTALLATION OF MARKINGS WITH KOLBE STRIPING, INC.

2. Roadway striping and marking services agreement with Kolbe Striping, Inc.

3. RFP# 2023-03 bid summery
TOWN OF LOCHBUIE
COUNTIES OF WELD AND ADAMS
STATE OF COLORADO

RESOLUTION NO. 2023-18

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF LOCHBUIE, COLORADO, APPROVING A SERVICES AGREEMENT FOR PAVEMENT STRIPING AND MARKINGS WITH KOLBE STRIPING, INC.

WHEREAS, in April 2023, the Town issued a formal request for proposals (RFP 2023-03) to provide pavement striping and marking (“Services”) and received and reviewed proposals before recommending to the Board of Trustees the selection of Kolbe Striping, Inc. to provide the Services in a cost efficient and effective manner, considering multiple selection criteria; and

WHEREAS, Town Staff has negotiated the terms of a Services Agreement (“SA”) with Kolbe Striping, Inc. for the provision of such Services in general conformity with the scope and cost set forth in the proposal submitted by Kolbe Striping, Inc.

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

Section 1. The Town Board of Trustees (a) incorporates the above recitations as findings of the Board, and (b) authorizes the Mayor to execute on behalf of the Town a SA with Kolbe Striping, Inc. for Services in the form attached hereto as Exhibit A, in an amount not to exceed $65,000.00 for the initial year of Services, which SA authorizes the Town Administrator to execute renewals for up to four additional one year periods with Kolbe Striping, Inc. contingent on the compensation to be paid in any future years to be within budgeted and appropriated amounts for the Services for the relevant year.

Section 2. Effective Date. This Resolution shall take effect upon its approval by the Board of Trustees.

ADOPTED THIS 2ND DAY OF MAY, 2023.

TOWN OF LOCHBUIE, COLORADO

ATTEST: Michael Mahoney, Mayor

By: ____________________________________________________
Heather Meierkort, Town Clerk

45
EXHIBIT A
SERVICES AGREEMENT
PAVEMENT STRIPING AND MARKINGS
TOWN OF LOCHBUIE
SERVICES AGREEMENT

INDEPENDENT CONTRACTOR

Project/Services Name: Pavement Markings RFP# 2023-03

THIS SERVICES AGREEMENT (“Agreement”) is entered into by and between KOLBE STRIPING, INC. a Colorado corporation whose Colorado business address is 550 Topeka Way, Castle Rock, Colorado 80109, (the “Contractor”) and the TOWN OF LOCHBUIE, COLORADO, a statutory municipality of the State of Colorado (the “Town”). The Town and the Contractor may be collectively referred to herein as the “Parties.”

RECITALS AND REPRESENTATIONS

WHEREAS, the Town desires to have performed certain services as described in this Agreement; and

WHEREAS, the Contractor represents that the Contractor has the skill, ability, and expertise to perform the services described in this Agreement and within the deadlines provided by the Agreement; and

WHEREAS, the Town desires to engage the Contractor to provide the services offered by the Contractor and described in this Agreement subject to the terms and conditions of the Agreement.

NOW, THEREFORE, in consideration of the benefits and obligations of this Agreement, the Parties mutually agree as follows:

1.0 SERVICES AND PURPOSE OF AGREEMENT

1.1 Services. The Town desires to achieve, secure, receive, or obtain certain service(s) or work product(s) as more specifically described in Exhibit A (the “Services”). As an independent contractor, the Contractor offers to perform and/or deliver the Services in accordance with the terms and conditions of this Agreement. The Parties recognize and acknowledge that, although the Town has requested certain general services to be performed or certain work product to be produced, the Contractor has offered to the Town the process, procedures, terms, and conditions under which the Contractor plans and proposes to achieve or produce the services and/or work product(s) and the Town, through this Agreement, has accepted such process, procedures, terms, and conditions as binding on the Parties.

1.2 Town Representative. The Town assigns Chris Larmon, Public Works Director, as the Town Representative for this Agreement. The Town Representative will monitor the Contractor’s progress and performance under this Agreement and shall be available to the Contractor to respond to questions, assist in understanding Town policies, procedures, and practices, and supervise the performance of any Town obligations under this Agreement.
1.3 **Contractor Representative.** The Contractor assigns Jim Tisdall or their designee, as the Contractor Representative for this Agreement. The Contractor Representative will monitor Contractor’s progress and performance under this Agreement and shall be available to the Town representative to respond to questions and supervise the performance of Contractor obligations under this Agreement.

1.4 **Changes to Services.** Any changes to the Services that are mutually agreed upon between the Town and the Contractor shall be made in a formal writing referencing this Agreement and, only upon execution by both Parties of such formal writing, shall become an amendment to the Services described in this Agreement. To be effective, any written change must be signed by the Contractor and by the Town or by a person expressly authorized in writing to sign on behalf of the Town. Changes to the Services or to this Agreement shall not be made through oral agreement or electronic mail messages.

### 2.0 COMPENSATION

2.1 **Commencement of and Compensation for Services.** Following execution of this Agreement by the Town, the Contractor shall be authorized to commence performance of the Services as described in Exhibit A, subject to the requirements and limitations on compensation as provided by this Section 2.0 and its subsections.

A. **Method of Compensation.** The Contractor shall perform the Services and shall invoice the Town for work performed based on the rates and/or compensation methodology described in Exhibit B.

B. **Reimbursable Expenses.** The following shall be considered “reimbursable expenses” for purposes of this Agreement and may be billed to the Town without administrative mark-up, but which must be accounted for by the Contractor and proof of payment shall be provided by the Contractor with the Contractor’s monthly invoices:

- [ ] None
- [ ] Vehicle Mileage (billed at not more than the prevailing per mile charge permitted by the Internal Revenue Service as a deductible business expense)
- [ ] Printing and Photocopying Related to the Services (billed at actual cost)
- [ ] Long Distance Telephone Charges Related to the Services
- [ ] Postage and Delivery Services
- [ ] Lodging and Meals (but only with prior written approval of the Town as to dates and maximum amount)

C. **Non-reimbursable Costs, Charges, Fees, or Other Expenses.** Any fee, cost, charge, or expense incurred by the Contractor not otherwise specifically authorized by this Agreement shall be deemed a non-reimbursable cost that shall be borne by the Contractor and shall not be billed or invoiced to the Town and shall not be paid by the Town.

D. **Increases in Compensation or Reimbursable Expenses.** Any increases or modification to the compensation or reimbursable expenses shall be
subject to the approval of the Town and shall be made only by written amendment of this Agreement executed by both Parties.

2.2 Payment Processing. The Contractor shall submit invoices and requests for payment in a form acceptable to the Town. A single invoice shall be submitted upon completion of all Services for the then-effective term although partial payments may be authorized by the Town Representative not more often than once each month. Unless otherwise directed or accepted by the Town, all invoices shall contain sufficient information to account for all appropriate measure(s) of Contractor work effort (e.g., task completion, work product delivery, or time) and all authorized reimbursable expenses for the Services during the stated period of the invoice. Following receipt of a Contractor’s invoice, the Town shall promptly review the Contractor’s invoice. All Town payments for Services rendered pursuant to this Agreement shall be issued in the business name of Contractor only, and in no event shall any such payments be issued to an individual. In no event shall any Town payments to Contractor be in the form of or based upon a salary or an hourly rate.

2.3 Town Dispute of Invoice or Invoiced Item(s). The Town may dispute any Contractor compensation and/or reimbursable expense requested by the Contractor described in any invoice and may request additional information from the Contractor substantiating any and all compensation sought by the Contractor before accepting the invoice. When additional information is requested by the Town, the Town shall advise the Contractor in writing, identifying the specific item(s) that are in dispute and giving specific reasons for any request for information. The Town shall pay the Contractor within forty-five (45) days of the receipt of an invoice for any undisputed charges or, if the Town disputes an item or invoice and additional information is requested, within thirty (30) days of acceptance of the item or invoice by the Town following receipt of the information requested and resolution of the dispute. To the extent possible, undisputed charges within the same invoice as disputed charges shall be timely paid in accordance with this Agreement. Payment by the Town shall be deemed made and completed upon hand delivery to the Contractor or designee of the Contractor or upon deposit of such payment or notice in the U.S. Mail, postage pre-paid, addressed to the Contractor.

3.0 CONTRACTOR’S REPRESENTATIONS AND OFFERED PERFORMANCE

The Contractor offers to perform the Services in accordance with the following Contractor-elected practices and procedures. By this Agreement, the Town accepts such offer and the following are hereby made part of the terms and conditions of this Agreement:

3.1 General. The Contractor shall become fully acquainted with the available information related to the Services. The Contractor shall affirmatively request from the Town Representative and the Town such information that the Contractor, based on the Contractor’s professional experience, should reasonably expect is available and which would be relevant to the performance of the Services. The Contractor shall promptly inform the Town concerning ambiguities and uncertainties related to the Contractor’s performance that are not addressed by the Agreement. The Contractor shall provide all of the Services in a timely and professional manner. The Contractor shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions.
3.2 **Independent Contractor.** The Contractor shall perform the Services as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with the Town. This Agreement does not require the Contractor to work exclusively for the Town. This Agreement shall not be interpreted as the Town dictating or directing the Contractor's performance or the time of performance beyond a completion schedule and a range of mutually agreeable work hours but shall be interpreted as the Contractor's offer and Town acceptance of terms and conditions for performance. The Contractor's business operations shall not be combined with the Town by virtue of this Agreement, and the Town will not provide any training to Contractor, its agents, or employees beyond that minimal level required for performance of the Services. The Parties acknowledge that the Contractor may require some assistance or direction from the Town in order for the Services to meet the Town's contractual expectations. Any provisions in this Agreement that may appear to grant the Town the right to direct or control Contractor or the Services shall be construed as Town plans or specifications regarding the Services.

Subject to conformance with City-adopted policies and procedures and full conformance with Contractor's representations set forth in this Agreement, the Contractor shall have and maintain the requisite judgment, discretion, and responsibility for and control of the performance of the Services, the discipline of the Contractor's employees and other matters incidental to the performance of the Services, duties and responsibilities as described and contemplated in this Agreement. Contractor shall provide and bear the cost of all tools, and any other items, wages, or services required in the performance of the Services, and the Town shall not provide any other assistance or benefits to Contractor for performance of the Services under this Agreement.

The Parties recognize and understand that some level of direction and supervision by the Town is necessarily involved in successfully implementing Town policies and procedures and in administering this Agreement, but the Parties each understand that the Contractor shall bear the burden and shall advise the Town in writing of any conflict or inconsistency between the Town's direction or supervision and the Contractor's legal status as an independent contractor.

The Contractor, by execution of this Agreement and having received such counsel and advice as deemed appropriate by the Contractor, represents to the Town that this Agreement does not create a partnership, joint venture, employer/employee or other relationship with the Town other than that of an independent contractor and the Contractor understands that the Town shall reasonably rely upon such representation in the Town's execution of this Agreement.

3.3 **Liability for Employment-Related Rights and Compensation.** The Contractor shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Contractor, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment. The Contractor will comply with all laws, regulations, municipal codes, and ordinances and other requirements and standards applicable to the Contractor's employees, including, without limitation,
federal and state laws governing wages and overtime, equal employment, safety and health, employees’ citizenship, withholdings, reports and record keeping. Accordingly, the Town shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers’ compensation benefits or any other amenities of employment to any of the Contractor’s employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

The Town will not include the Contractor as an insured under any policy the Town has for itself. The Town shall not be obligated to secure nor provide any insurance coverage or employment benefits of any kind or type to or for the Contractor or the Contractor’s employees, sub-consultants, subcontractors, agents, or representatives, including but not limited to coverage or benefits related to: local, state, or federal income or other tax contributions, FICA, workers’ compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension or retirement account contributions, profit sharing, professional liability insurance, or errors and omissions insurance. The following disclosure is provided in accordance with Colorado law:

**CONTRACTOR ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS THE CONTRACTOR OR SOME ENTITY OTHER THAN THE Town PROVIDES SUCH BENEFITS. CONTRACTOR FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS’ COMPENSATION BENEFITS. CONTRACTOR ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT.**

To the maximum extent permitted by law, the Contractor waives all claims against the Town for any Employee Benefits; the Contractor will defend the Town from any claim and will indemnify the Town against any liability for any Employee Benefits for the Contractor imposed on the City; and the Contractor will reimburse the Town for any award, judgment, or fine against the Town based on the position the Contractor was ever the Town's employee, and all attorneys' fees and costs the Town reasonably incurs defending itself against any such liability.

3.4 Interaction with Public. The Contractor recognizes that its conduct during the performance of the Services hereunder reflects upon its reputation in the community as well as upon the public perception of the Town. Therefore, the Contractor offers and warrants to the Town that the Contractor, its agents and employees will conduct all of their interactions with the citizens and the public relating to the performance of the Services hereunder in such a manner as to provide customer service that reflects positively upon its reputation and the Town's public image.

3.5 Subcontractors. The Parties recognize and agree that subcontractors may be utilized by the Contractor for the performance of certain Services if and as described more particularly in Exhibit A; however, the engagement or use of subcontractors will not relieve or excuse the Contractor from performance of any
obligations imposed in accordance with this Agreement and Contractor shall remain solely responsible for ensuring that any subcontractors engaged to perform Services hereunder shall perform such Services in accordance with all terms and conditions of this Agreement.

3.6 Standard of Performance. In performing the Services, the Contractor warrants that it shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by highly competent members of the same profession practicing in the State of Colorado. The Contractor represents to the Town that the Contractor is, and its employees or sub-contractors performing such Services are, properly licensed and/or registered within the State of Colorado for the performance of the Services (if licensure and/or registration is required by applicable law) and that the Contractor and employees possess the skills, knowledge, and abilities to perform the Services competently, timely, and professionally in accordance with this Agreement. In addition, the Contractor warrants and represents that it will provide the Services in accordance with more specific standards of performance as are:

- included within Exhibit A; or
- attached to this Agreement as Exhibit _______; or
- not included and not attached.

The Contractor represents, covenants and agrees that the Services will be provided to the Town free from any material errors. The Contractor’s failure to meet or exceed any of the foregoing standards and warranties may be considered a material breach of this Agreement and may be grounds for termination of the Agreement pursuant to Section 4.0 below, in addition to any other remedies as provided in Section 9.0 below.

3.7 Review of Books and Records. The Contractor shall promptly comply with any written Town request for the Town or any of its duly authorized representatives to reasonably access and review any books, documents, papers, and records of the Contractor that are pertinent to the Contractor’s performance under this Agreement for the purpose of the Town performing an audit, examination, or other review of the Services.

3.8 Licenses and Permits. The Contractor shall be responsible at the Contractor’s expense for obtaining, and maintaining in a valid and effective status, all licenses and permits necessary to perform the Services unless specifically stated otherwise in this Agreement.

3.9 Affirmative Action. The Contractor warrants that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor warrants that it will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3.10 Duty to Warn. The Contractor agrees to call to the Town’s attention errors in any drawings, plans, sketches, instructions, information, requirements, procedures,
and/or other data supplied to the Contractor (by the Town or by any other party) that it becomes aware of and believes may be unsuitable, improper, or inaccurate in a material way. However, the Contractor shall not independently verify the validity, completeness or accuracy of such information unless included in the Services or otherwise expressly engaged to do so by the Town.

4.0 TERM AND TERMINATION

4.1 Term. This Agreement shall be effective on the 3rd day of May 2023 (the "Effective Date"), and shall terminate on the 31st day of December 2023. Thereafter, the Parties may mutually agree in writing to annual renewal of the term of this Agreement on a per year basis until December 31st 2027, subject to annual appropriation. For the Town, the Town Administrator is authorized to bind the Town to such annual renewals without need for further Board of Trustees approval as long as any change to compensation for any renewal period is within budgeted and appropriated amounts for such year. In the event the Town determines not to renew for any annual renewal period, further Board of Trustees action is required to reinstate this Agreement or enter into any further agreement with Contractor.

4.2 Town Unilateral Termination. This Agreement may be terminated by the Town for any or no reason upon written notice delivered to the Contractor at least ten (10) days prior to termination. In the event of the Town’s exercise of the right of unilateral termination as provided by this paragraph:

A. Unless otherwise provided in any notice of termination, the Contractor shall provide no further services in connection with this Agreement after receipt of a notice of termination; and

B. All finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Agreement shall be delivered by the Contractor to the Town and shall become the property of the Town; and

C. The Contractor shall submit to the Town a final accounting and final invoice of charges for all outstanding and unpaid Services and reimbursable expenses performed prior to the Contractor’s receipt of notice of termination and for any services authorized to be performed by the notice of termination as provided by Section 4.3(A) above. Such final accounting and final invoice shall be delivered to the Town within thirty (30) days of the date of termination; thereafter, no other invoice, bill, or other form of statement of charges owing to the Contractor shall be submitted to or accepted by the Town.

4.3 Termination for Non-Performance. Should a party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing party if the performing party first provides written notice to the non-performing party which notice shall specify the non-performance, provide both a demand to cure the non-performance and reasonable time to cure the non-performance, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For purpose of this Section 4.4, “reasonable time” shall be not less than five (5) business days. In the event of a failure to timely cure a non-performance and upon the date of the resulting termination for non-performance,
the Contractor shall prepare a final accounting and final invoice of charges for all performed but unpaid Services and authorized reimbursable expenses. Such final accounting and final invoice shall be delivered to the Town within fifteen (15) days of the date of termination; thereafter, no other invoice, bill, or other form of statement of charges owing to the Contractor shall be submitted to or accepted by the Town. Provided that notice of non-performance is provided in accordance with Section 4.4, nothing in this Section 4.4 shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.

4.4 Delivery of Notice of Termination. Any notice of termination permitted by this Section 4.0 and its subsections shall be addressed to the person signing this Agreement on behalf of either Town or Contractor at the address shown below or such other address as either party may notify the other of and shall be deemed given upon delivery if personally delivered, or forty-eight (48) hours after deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested.

5.0 INSURANCE

5.1 Insurance Generally. During the term of this Agreement, the Contractor shall obtain and shall continuously maintain, at the Contractor’s expense, insurance of the kind and in the minimum amounts specified as follows:

☐ The Contractor shall obtain and maintain the types, forms, and coverage(s) of insurance deemed by the Contractor to be sufficient to meet or exceed the Contractor’s minimum statutory and legal obligations arising under this Agreement (“Contractor Insurance”); or

☒ The Contractor shall secure and maintain the following (“Required Insurance”):

☒ Worker’s Compensation Insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law. Such policy of insurance shall be endorsed to include the Town as a Certificate Holder.

☒ Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars ($1,000,000.00) each occurrence and of Two Million Dollars ($2,000,000.00) aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an “occurrence” basis as opposed to a “claims made” basis. Such insurance shall be endorsed to name the Town as Certificate Holder and name the Town, and its elected officials, officers, employees and agents as additional insured parties.

☒ Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars ($1,000,000.00) each occurrence with respect to each of the Contractor’s
owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Agreement, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the Town as Certificate Holder and name the Town, and its elected officials, officers, employees and agents as additional insured parties.

☐ Professional Liability (errors and omissions) Insurance with a minimum limit of coverage of ____________ Dollars ($____.__) per claim and annual aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the Town as a Certificate Holder.

The Required Insurance shall be procured and maintained with insurers with an A- or better rating as determined by Best’s Key Rating Guide. All Required Insurance shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor.

5.2 Additional Requirements for All Policies. In addition to specific requirements imposed on insurance by this Section 5.0 and its subsections, insurance shall conform to all of the following:

A. For both Contractor Insurance and Required Insurance, all policies of insurance shall be primary insurance, and any insurance carried by the Town, its officers, or its employees shall be excess and not contributory insurance to that provided by the Contractor; provided, however, that the Town shall not be obligated to obtain or maintain any insurance whatsoever for any claim, damage, or purpose arising from or related to this Agreement and the Services. The Contractor shall not be an insured party for any City-obtained insurance policy or coverage.

B. For both Contractor Insurance and Required Insurance, the Contractor shall be solely responsible for any deductible losses.

C. For Required Insurance, no policy of insurance shall contain any exclusion for bodily injury or property damage arising from completed operations.

D. For Required Insurance, every policy of insurance shall provide that the Town will receive notice no less than thirty (30) days prior to any cancellation, termination, or a material change in such policy or in the alternative, the Contractor shall provide such notice as soon as reasonably practicable and in no event less than thirty (30) days prior to any cancellation, termination, or a material change in such policy.

5.3 Failure to Obtain or Maintain Insurance. The Contractor’s failure to obtain and continuously maintain policies of insurance in accordance with this Section 5.0 and its subsections shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Agreement. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage,
conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which the Town may immediately terminate this Agreement, or, at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Contractor to the Town immediately upon demand by the Town, or at the Town’s sole discretion, the Town may offset the cost of the premiums against any monies due to the Contractor from the Town pursuant to this Agreement.

5.4 Insurance Certificates. Prior to commencement of the Services, the Contractor shall submit to the Town certificates of insurance for all Required Insurance. Insurance limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section 5.0 and its subsections shall be indicated on each certificate of insurance. Certificates of insurance shall reference the Project Name as identified on the first page of this Agreement. The Town may request and the Contractor shall provide within three (3) business days of such request a current certified copy of any policy of Required Insurance and any endorsement of such policy. The Town may, at its election, withhold payment for Services until the requested insurance policies are received and found to be in accordance with the Agreement.

6.0 CLAIMS, INDEMNIFICATION, HOLD HARMLESS AND DEFENSE

6.1 Notices of Claim. A Party shall notify the other Party immediately and in writing in the event that a Party learns of a third-party claim or an allegation of a third-party claim arising or resulting from the Parties’ performance or failure to perform pursuant to this Agreement. The Parties shall reasonably cooperate in sharing information concerning potential claims.

6.2 Claims Challenging Town Law, Ordinance, Rule, or Policy/Procedure. In the event any claim is asserted by a third-party against the Town and/or the Contractor alleging that any law, statute, ordinance, rule or approved Town policy or procedure is unlawful, unconstitutional or otherwise improper, then:

A. The Contractor shall not be entitled to and shall not defend such claim; and

B. The Town may, at its sole discretion, elect to defend, not defend, settle, confess, compromise, or otherwise direct the manner in which such claim is addressed; and

C. The Contractor shall reasonably cooperate with the Town in any Town defense of such claim although the Contractor shall bear any cost or expense incurred by the Contractor in such cooperation, including but not limited to the Contractor’s cost and expense incurred in consultation with its own legal counsel; and

D. Only if authorized by law and without waiving the provisions of the Colorado Constitution or the Colorado Governmental Immunity Act, the Town shall indemnify and hold Contractor harmless for any damages, liability, expenses, or court awards, including costs and attorney’s fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by any third-party, including but not limited
to, any person, firm, partnership, or corporation, in connection with or arising out of such claim.

6.3 Indemnification for Certain Claims. For any claim not within the scope of Section 6.2 above, Contractor expressly agrees to indemnify and hold harmless the Town, and any of its elected officials, board members, commissioners, officers, agents, contractors, attorneys, or employees from any and all damages, liability, expenses, or court awards, including costs and attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by any third-party, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of any intentional, reckless, negligent or tortious conduct, error, omission, or act of commission by Contractor or any of its employees, agents, or others acting on Contractor's behalf in performance of the Services. Nothing in this Agreement shall be construed as constituting a covenant, promise, or agreement by the Contractor to indemnify or hold the Town, its Board of Trustees, board members, commissioners, officials, officers, agents, contractors, attorneys, or employees harmless for any negligence solely attributable to the Town, its Board of Trustees, boards, commissions, officials, officers, agents, Contractors, attorneys, or employees. The Contractor's obligation to indemnify pursuant to this Section shall survive the completion of the Services and shall survive the termination of this Agreement.

6.4 Defense of Claims.

A. Claims Against Both the Town and Contractor. In the event any claim is asserted by a third-party against both the Town and Contractor arising out of any Party's performance of the Services which claim is not within the scope of Section 6.2 above, the Town shall be entitled to elect to defend such claim on behalf of both the Town and Contractor subject to the provisions governing indemnification set forth in this Section. In the event that the Town elects to defend such claim, the Town shall consult with Contractor in such defense but the Town is entitled to exercise its independent discretion in the manner of defense, including but not limited to the selection of litigation counsel and the discretion to settle, confess, compromise, or otherwise direct and dispose of any claim. In the event that the Town elects to defend such claim, Contractor may at its own cost and expense elect to assume the defense of Contractor, in which case Contractor shall bear its own attorneys' fees, costs, and expenses in such defense and such fees, costs, and expenses shall not be subject to indemnification pursuant to this Section.

B. Claims Against Only One Party. In the event of any claim asserted by a third-party against only one Party to this Agreement arising out of any Party's performance of the Services which claim is not within the scope of Section 6.2 above, the Party shall be entitled to elect to defend such claim on behalf of such Party subject to the provisions governing indemnification set forth in this Section. Where appropriate, the defending Party may also elect to join the other Party through third-party practice or otherwise in accordance with the Colorado Rules of Civil Procedure or other applicable rules, in which case the joined Party may defend such claim subject to indemnification pursuant to this Section. In the event that a Party elects to intervene voluntarily in any claim asserted against the other Party arising
out of any Party’s performance of the Services or any claim that any law, statute, ordinance, rule or approved Town policy or procedure is unlawful, unconstitutional or otherwise improper, the intervening Party shall bear its own attorneys’ fees, costs, and expenses in such intervention and such fees, costs, and expenses shall not be subject to indemnification pursuant to this Section.

7.0 RECORDS AND OWNERSHIP OF DOCUMENTS

7.1 Retention and Open Records Act Compliance. All records of the Contractor related to the provision of Services hereunder, including public records as defined in the Colorado Open Records Act (“CORA”), and records produced or maintained in accordance with this Agreement, are to be retained and stored in accordance with the Town’s records retention and disposal policies. Those records which constitute “public records” under CORA are to be at the Town offices or accessible and opened for public inspection in accordance with CORA and Town policies. Public records requests for such records shall be processed in accordance with Town policies. Contractor agrees to allow access by the Town and the public to all documents subject to disclosure under applicable law. Contractor’s willful failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the Town. For purposes of CORA, the Town Clerk is the custodian of all records produced or created as a result of this Agreement. Nothing contained herein shall limit the Contractor’s right to defend against disclosure of records alleged to be public.

7.2 Town’s Right of Inspection. The Town shall have the right to request that the Contractor provide to the Town a list of all records of the Contractor related to the provision of Services hereunder retained by the Contractor in accordance with this subsection and the storage location and method. Contractor agrees to allow inspection at reasonable times by the Town of all documents and records produced or maintained in accordance with this Agreement.

7.3 Ownership. Any work product, materials, and documents produced by the Contractor pursuant to this Agreement shall become property of the Town of Lochbuie upon delivery and shall not be made subject to any copyright unless authorized by the Town. Other materials, methodology and proprietary work used or provided by the Contractor to the Town not specifically created and delivered pursuant to the Services outlined in this Agreement may be protected by a copyright held by the Contractor and the Contractor reserves all rights granted to it by any copyright. The Town shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive use internally by Town staff and/or Town contractors; or (2) pursuant to a request under the Colorado Open Records Act, C.R.S. § 24-72-203, to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Contractor waives any right to prevent its name from being used in connection with the Services.

7.4 Return of Records to Town. At the Town’s request, upon expiration or termination of this Agreement, all records of the Contractor related to the provision of Services hereunder, including public records as defined in the Colorado Open Records Act (“CORA”), and records produced or maintained in accordance with
this Agreement, are to be returned to the Town in a reasonable format and with an index as determined and requested by the Town.

8.0 FORCE MAJEURE

Neither the Contractor nor the Town shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by public health orders issued to prevent the spread of COVID-19 or other “force majeure” event. As used in this Agreement, “force majeure” means acts of God, acts of the public enemy, acts of terrorism, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

9.0 REMEDIES

In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the Town may exercise the following remedial actions if the Contractor substantially fails to perform the duties and obligations of this Agreement. Substantial failure to perform the duties and obligations of this Agreement shall mean a significant, insufficient, incorrect, or improper performance, activities or inactions by the Contractor. The remedial actions include:

A. Suspend the Contractor’s performance pending necessary corrective action as specified by the Town without the Contractor’s entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or

B. Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or

C. Deny payment for those services which have not been satisfactorily performed, and which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the Town; and/or

D. Terminate this Agreement in accordance with this Agreement; and/or

E. Other remedies may be provided by attached addendum or addenda.

The foregoing remedies are cumulative and the Town, in its sole discretion, may exercise any or all of the remedies individually or simultaneously.

10.0 MISCELLANEOUS PROVISIONS

10.1 Confidentiality. The Contractor shall not disclose or use information acquired in the performance of Services pursuant to this Agreement that is not generally available to the public to further the Contractor’s personal or financial interests, unless such disclosure is expressly authorized by the Town Administrator. This provision is not intended to impair or limit disclosure of information that is otherwise publicly available.

10.2 No Waiver of Rights. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver
of any subsequent breach by either Party. The Town’s approval or acceptance of, or payment for, services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the Town except in writing signed by the Town Board of Trustees or by a person expressly authorized to sign such waiver, and any written waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver unless specifically stated.

10.3 No Waiver of Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the Town, its officials, employees, contractors, or agents, or any other person acting on behalf of the Town and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10 of the Colorado Revised Statutes.

10.4 Binding Effect. The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this Section 10.4 shall not authorize assignment.

10.5 No Third-party Beneficiaries. Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third-party, including any agent, sub-consultant or sub-contractor of Contractor. Absolutely no third-party beneficiaries are intended by this Agreement. Any third-party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

10.6 Article X, Section 20/TABOR. The Parties understand and acknowledge that the Town is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the Town are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the Town’s current fiscal period ending upon the next succeeding December 31. Financial obligations of the Town payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Town of Lochbuie, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

10.7 Governing Law, Venue, and Enforcement. This Agreement shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Weld County, Colorado. To reduce the cost of dispute resolution and to expedite the resolution of disputes under this Agreement, the Parties hereby waive any and all right either may have to request a jury trial in any civil action relating primarily to the enforcement of this Agreement. The Parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.
10.8 **Survival of Terms and Conditions.** The Parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

10.9 **Assignment and Release.** All or part of the rights, duties, obligations, responsibilities, or benefits set forth in this Agreement shall not be assigned by the Contractor without the express written consent of the Town. Any written assignment shall expressly refer to this Agreement, specify the particular rights, duties, obligations, responsibilities, or benefits so assigned, and shall not be effective unless approved by the Town through the authorizing agent executing this Agreement. No assignment shall release the Contractor from performance of any duty, obligation, or responsibility unless such release is clearly expressed in such written document of assignment.

10.10 **Interpretation and Mutual Negotiation.** It is the intent of the Parties that this Agreement shall in all instances be interpreted to reflect the Contractor's status as an independent contractor with the Town and that in no event shall this Agreement be interpreted as establishing an employment relationship between the Town and either Contractor or Contractor's employees, agents, or representatives. The Parties agree that this Agreement is the result of mutual negotiation between the Parties and that the Agreement shall not be construed against the Town on grounds relating to drafting, revision, review, or recommendation by any agent or representative of the Town. The Parties further agree that all warranties in this Agreement are made by the Contractor to induce the Town to accept the Contractor's offer to enter into this Agreement and have been incorporated into the Agreement at the Contractor's request.

10.11 **Paragraph Captions.** The captions of the paragraphs and sections are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

10.12 **Agreement Controls.** In the event a conflict exists between this Agreement and any term in any exhibit attached or incorporated into this Agreement, the terms in this Agreement shall supersede the terms in such exhibit.

10.13 **Integration and Amendment.** This Agreement represents the entire and integrated agreement between the Town and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this Agreement must be in writing and be signed by both the Town and the Contractor.

10.14 **Severability.** Invalidation of any of the provisions of this Agreement or any paragraph, sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

10.15 **Incorporation of Exhibits.** Unless otherwise stated in this Agreement, exhibits, applications, or documents referenced in this Agreement shall be incorporated into this Agreement for all purposes. In the event of a conflict between any
incorporated exhibit and this Agreement, the provisions of this Agreement shall govern and control.

10.16 Notices. Unless otherwise specifically required by a provision of this Agreement, 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 mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is 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. Such notice shall be deemed to have been given when deposited in the United States Mail properly addressed to the intended recipient.

<table>
<thead>
<tr>
<th>If to the Town:</th>
<th>If to Contractor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Town Administrator</td>
<td>Kolbe Striping, Inc.</td>
</tr>
<tr>
<td>Town of Lochbuie</td>
<td>550 Topeka Way</td>
</tr>
<tr>
<td>703 WCR 37</td>
<td>Castle Rock, CO 80109</td>
</tr>
<tr>
<td>Lochbuie, CO 80603</td>
<td>Attn:_______________________</td>
</tr>
</tbody>
</table>

With Copy to:
Town Attorney
Town of Lochbuie
13133 E. Arapahoe Road, Suite 100
Centennial, Colorado 80112

10.17 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

11.0 ADDENDA AND SPECIAL PROVISIONS

The following Standardized Town Addenda are attached and incorporated into this Agreement:

- [ ] None.
- [ ] Conflict of Interest Addendum
- [ ] Special Remedies -- Liquidated Damages
- [ ] Other Special Remedies
- [ ] Background Checks of Contractor Employees
- [ ] Drug Testing Addendum
- [ ] Colorado Labor Requirement of Public Works Funded with Public Funds
- [ ] Special Insurance Addendum
- [ ] Hazardous Materials Addendum
- [ ] Other
12.0 ATTACHMENTS

The following are attached to this Agreement for reference:

☑ Contractor’s Certificate(s) of Insurance
☐ Contractor Proof of Professional Licensing
☐ Other

13.0 AUTHORITY

The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of Town of Lochbuie and the Contractor and bind their respective entities.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS
THIS AGREEMENT is executed and made effective as provided above.

TOWN OF LOCHBUIE, COLORADO

Approval by Town Board of Trustees

By: ________________________________
Mayor or Mayor Pro Tem

ATTEST:

________________________________
Town Clerk

Department/Position Responsible for Administration of Contract: Public Works Director, Chris Larmon
CONTRACTOR:  KOLBE STRIPING, INC.

By: ________________________________

Printed Name and Title: ____________________

STATE OF 
COUNTY OF ) ss.
The foregoing Professional Services Agreement was acknowledged before me this ____ day of
______________, 2023, by _________________________________________________ as
____________________________________ of ______________________________________, a
________________________________.

Witness my hand and official seal.

My commission expires: ____________.

____________________________________
Notary Public
(Required for all contracts pursuant to C.R.S. § 8-40-202(2)(b)(IV))
EXHIBIT A

Project/Services Name: Pavement Markings PW2023-03

SCOPE OF WORK

Service Required:
The services to be performed by Contractor consist of removing (if necessary) pavement markings, and furnishing and applying pavement markings in accordance with the specifications set forth in the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), the Colorado supplement thereto, and in conformity to the lines, dimensions, patterns, locations, and details shown on the plans or established specifications attached hereto.

Warranty:
The contractor shall provide a one-year (1) warranty that the Services are free from defects.

Quantity of Work:
The Town reserves the right to alter quantities (both increase and decrease) from those shown on the plan and specifications attached hereto. Such alterations of quantities will not change the unit price.

Project Meetings:
Town and Contractor shall meet to discuss the Services prior to Contractor commencing the Services. Should it be deemed necessary, the Town or the Contractor may schedule additional meetings.

Work Schedule:
To be determined by mutual agreement of the Town Representative and the Contractor Representative in writing, to include e-mail.

Clean-Up:
The Contractor shall prevent traffic from crossing a wet stripe. Stripes that have been marred or picked up by traffic before they have dried shall be repaired at the Contractor’s expense. Removal of paint from vehicles that crossed wet paint shall be at the Contractor’s expense.

Days of Operation:
Monday through Friday unless the Town gives prior written approval, to include e-mail.

Hours of Operation:
- Hours of operation shall be agreed to between the Town and the Contractor, but no earlier than 7:00 a.m. and no later than 5:00 p.m.
- Traffic control may be set in place prior to 7 a.m.
- On certain arterial streets and high traffic areas, hours for traffic control and construction may be more restrictive if notice thereof is provided in advance to the Contractor by the Town in writing, to include e-mails.

Field Supervisor:
The Contractor shall always have a field supervisor onsite who shall be equipped with a mobile phone. The Contractor’s field supervisor shall check in with the Town Representative or his designee each morning at the start of work. The field supervisor shall provide a daily running total of costs.

Traffic Control:
The contractor shall be solely responsible for all traffic control. The Contractor must submit traffic control plans for Town approval in advance. All traffic control shall comply with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD). All traffic control must be in place, and flaggers at their stations prior to any work beginning. Failure to conform to this section may result in a stoppage of all work by the Town until the project is brought into compliance. The Contractor is responsible to ensure that areas with freshly applied sealant are not opened to the public until the sealant material has cured or dried. The Contractor shall be responsible at its sole expense for any damage and repair to personal or public property.
SPECIFICATIONS:

1.0 DESCRIPTION

627.01 This work consists of furnishing and applying pavement marking, and furnishing, installing, and removing temporary pavement marking in accordance with these specifications, the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), the Colorado supplement thereto, and in conformity to the lines, dimensions, patterns, locations and details shown on the plans or established.

2.0 MATERIALS

02 Materials shall conform to the requirements of the following subsections:

<table>
<thead>
<tr>
<th>Material</th>
<th>Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paint</td>
<td>708.05</td>
</tr>
<tr>
<td>Glass Beads</td>
<td>713.08</td>
</tr>
<tr>
<td>Modified Epoxy Pavement Marking Material</td>
<td>713.17</td>
</tr>
<tr>
<td>Thermoplastic Marking Material</td>
<td>713.12</td>
</tr>
<tr>
<td>Pavement Primer</td>
<td>708.07</td>
</tr>
<tr>
<td>Preformed Plastic Pavement Marking Material</td>
<td>713.13</td>
</tr>
<tr>
<td>Pavement Marking Tape</td>
<td>713.15</td>
</tr>
<tr>
<td>Pavement Marking Tape (Removable)</td>
<td>713.16</td>
</tr>
<tr>
<td>Raised Pavement Marker</td>
<td>713.18</td>
</tr>
<tr>
<td>Preformed Thermoplastic Pavement Marking Material</td>
<td>713.14</td>
</tr>
<tr>
<td>Methyl Methacrylate Pavement Marking Material</td>
<td>713.19</td>
</tr>
</tbody>
</table>

3.0 CONSTRUCTION REQUIREMENTS

627.03 General. All pavement markings shall be placed in accordance with the following requirements. When the term “full compliance” is used, it means the pavement markings shall meet the requirements of Standard Plan S-627-1.

(a) Pavement Marking Plan. When pavement-marking location details are not provided in the Contract, the Contractor shall submit a layout of existing conditions to the Engineer for approval or modification. This layout is to be used as the final pavement-marking plan.

(b) Roadways Closed to Traffic During Construction. Full-compliance final markings shall be in place prior to opening the roadway to traffic.

Pavement markings on detour routes shall be full-compliance markings.

(c) Roadways Constructed Under Traffic. Full compliance final pavement markings shall be placed within two weeks after final surfacing is completed. Full compliance pavement markings shall also be placed on any roadways opened to traffic when the project pavement work is discontinued for more than two weeks.

(d) Temporary Pavement Markings. Temporary pavement markings and control points for the installation of those pavement markings for roadways that are being constructed under traffic shall be installed as follows:

1. When one roadway of a normally physically divided highway is closed, and a crossover is constructed, full-compliance pavement markings shall be placed along the tapers and through the median crossovers to the two-way traffic section. Pavement markings through the two-way traffic section shall be as shown on the plans.

All temporary paved roadways shall have full-compliance centerline, lane line, and edge line markings before they are open for traffic.

Upon removal, markings applied to a final surface shall not leave a scar that conflicts with permanent markings.

2. The following criteria apply to all construction on roadways open to traffic other than (d)1. above:

Full-compliance centerline, lane line, and edge line temporary markings shall be in place at the end of each workday.

No-passing zone restrictions shall be identified by full compliance no-passing zone markings. No-passing zone markings shall be in place daily.
Temporary pavement stencils (SCHOOL, RR Xing, etc.) are not required unless specified in the plans.

Temporary pavement markings shall be installed according to the manufacturer’s recommendations in such a way that the markings adequately follow the desired alignment.

3. Control Points consisting of 4 inch by 1-foot marks at 40-foot intervals may be placed as guide markers for the installation of temporary or final pavement markings. Raised flexible pavement markers may be substituted for these marks. Control points shall not be used as a substitute for any required marking.

(e) Pavement Marking for Seal Coats (Section 409).

1. Raised flexible pavement markers, suitable for use on seal coats, shall be installed as follows:
   - No-passing zones shall be marked with two markers placed side-by-side at 40-foot intervals throughout the zone.
   - Passing zones shall be marked with one marker at 40-foot centers. Closer spacing shall be used on curves, as deemed appropriate.
   - Raised flexible pavement markers, installed on 40-foot centers, may also be used to mark lane lines through multi-lane roadway sections. Auxiliary lanes and shoulder lines may be marked with flexible markers on 80-foot centers or as appropriate.

2. Full-compliance final pavement markings shall be placed within one week of completion of the seal coat project.

627.04 Pavement Marking with Low Temperature Acrylic Paint and High Build Acrylic Paint. Stripping shall be applied on asphalt or portland cement concrete pavements when the air and pavement temperatures are as follows: for high-build waterborne paint, at least 45 °F and expected to remain 45 °F or above for at least 24 hours; for low temperature waterborne paint, at least 35 °F and expected to remain 35 °F or above for at least 24 hours. The pavement surface shall be dry and clean, and free of all latent materials, in accordance with the manufacturer’s recommendations. Weather conditions shall be conducive to satisfactory results.

Glass beads shall be applied into the paint by means of a low pressure, gravity drop bead applicator.

The Contractor shall use equipment that meets the following requirements, as approved:

1. Equipment shall permit traffic to pass safely within the limits of the roadway surface and shoulder while operating.
2. Equipment shall be designed for placement of both solid and broken line stripes with a reasonably clean-edged stripe of the width and location as shown on the contract and no overspray on the road surface.
3. Equipment shall have a glass bead dispenser directly behind and synchronized with the paint applicator. Each applicator shall have individual control and automatic skip control that will paint a strip with a gap as shown in the Contract.
4. The equipment may be equipped with a heat exchanger to heat the paint to reduce drying time.
5. The operation shall include a trailing vehicle equipped with a flashing arrow board.

The Contractor shall prevent traffic from crossing a wet stripe. Stripes that have been marred or picked up by traffic before they have dried shall be repaired at the Contractor’s expense. Removal of paint from vehicles that crossed wet paint shall be at the Contractor’s expense. The water-based paint and stripes shall fall within the following minimum and maximum ranges:

<table>
<thead>
<tr>
<th>Description</th>
<th>Pavement Marking Paint</th>
<th>Low Temp</th>
<th>High Build</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alignment Lateral Deviation</td>
<td>2.0 inch per 200 feet Max</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Coverage Rate Sq. Ft. per Gallon</td>
<td>89-93</td>
<td>67-70</td>
<td></td>
</tr>
<tr>
<td>Thickness Mil</td>
<td>17-18</td>
<td>23-24</td>
<td></td>
</tr>
<tr>
<td>Width Inches</td>
<td>Per Plans ± 0.25</td>
<td>Per Plans ± 0.25</td>
<td></td>
</tr>
<tr>
<td>Dry Time Minutes</td>
<td>5-10</td>
<td>7-12</td>
<td></td>
</tr>
<tr>
<td>Beads Application Rate, lbs./gal</td>
<td>7-8</td>
<td>9-10</td>
<td></td>
</tr>
</tbody>
</table>

Equipment shall have a bead dispenser directly behind, synchronized with the paint applicator and shall be capable of painting a clean-edged stripe of the designated width plus or minus 1/4 inch with no overspray on the road surface. For centerlines and lane lines, an automatic skip control shall be used. Machines having multiple applicators shall be used for centerlines with “no passing zones.” In areas where machines are not practical, suitable hand-operated equipment shall be used as directed by the Engineer.
Stripes shall be protected until dry.

627.05 Modified Epoxy Pavement Marking. The modified epoxy pavement-marking compound shall be applied with equipment that will precisely meter the two components in the ratio given in subsection 713.17(a). The equipment shall automatically shut off or warn the operator if one component is not being mixed. The equipment shall produce the required amount of heat at the mixing head and gun tip to provide and maintain the temperatures specified.

Before mixing, the individual components A and B shall each be heated to a temperature of 80 to 140 °F. After mixing, the application temperature for the combined material at the gun tip shall be 80 to 140 °F. The 140 °F upper limit is the maximum temperature under any circumstances.

Both pavement and air temperatures shall be at least 35 °F at the time of modified epoxy pavement marking application.

The surface areas of new portland cement concrete pavement and decks that are to receive markings shall be waterblasted prior to placement of the modified epoxy pavement marking. The amount of waterblasting shall be sufficient to remove all dirt, laitance, and curing compound residue.

The surface areas of new asphalt pavement, existing asphalt pavement, and existing concrete pavement that are to receive markings shall be cleaned with a high-pressure air blast to remove loose material prior to placement of the modified epoxy pavement marking. Should any pavement become dirty, from tracked mud etc. as determined by the Engineer, it shall be cleaned prior to the placement of the modified epoxy pavement marking.

When recommended by the modified epoxy manufacturer, a high-pressure water blast integrated into the gun carriage shall be used to clean the pavement surface prior to modified epoxy pavement marking application. The water blast shall be followed by a high-pressure air blast to remove all residual water, leaving only a damp surface.

Modified epoxy pavement marking shall be applied to the road surface according to the modified epoxy manufacturer’s recommended methods at the application rate or coverage shown below. Glass beads shall be applied into the modified epoxy pavement marking by means of a low pressure, gravity drop bead applicator.

Modified epoxy pavement marking and beads shall be applied within the following limits:

<table>
<thead>
<tr>
<th>Application Rate or Coverage</th>
<th>Per Gallon of Modified Epoxy Pavement Marking</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum</td>
<td>Maximum</td>
</tr>
<tr>
<td>18 mil Marking:</td>
<td>85 sq. ft.</td>
</tr>
<tr>
<td></td>
<td>90 sq. ft.</td>
</tr>
<tr>
<td>Beads:</td>
<td>23 lbs.</td>
</tr>
</tbody>
</table>

627.06 Thermoplastic Pavement Marking.

(a) Equipment-General. The material shall be applied to the pavement by an extrusion method wherein one side of the shaping die is the pavement and the other three sides are contained by, or are part of suitable equipment for heating, mixing, and controlling the flow of the material.

The equipment shall be constructed to provide continuous mixing and agitation of the material. Conveying parts of the equipment between the main material reservoir and the shaping die shall be so constructed as to prevent accumulation and clogging. All parts of the equipment that come in contact with the material shall be easily accessible and exposable for cleaning and maintenance.

All mixing and conveying parts up to and including the shaping die, shall maintain the material at the plastic temperature.

The equipment shall be so constructed as to assure continuous uniformity in the dimensions of the stripe. The applicator shall provide a means for cleanly cutting off square stripe ends and shall provide a method of applying "skip" lines. The use of pans, aprons or similar appliances that the die overruns will not be permitted under this specification.

Beads for the surface of the completed stripe shall be applied by an automatic bead dispenser attached to the applicator in such manner that the beads are dispensed almost instantly upon the completed line. The bead dispenser shall be equipped with an automatic cutoff control synchronized with the cutoff of the thermoplastic material.

The equipment shall be so constructed as to provide for varying die widths to produce varying widths of traffic markings.

The equipment shall be so designed to permit agitation of the material to prevent scorching, discoloration or excessive
high temperatures of any part of the material.

A special kettle shall be provided for melting and heating the composition. The kettle shall be equipped with an automatic thermostatic control device so that heating can be done by controlled heat transfer liquid rather than direct flame.

The applicator and kettle shall be so equipped and arranged as to satisfy the requirements of the National Fire Underwriters.

The equipment shall be so equipped as to permit preheating of the pavement immediately prior to application of the material.

The applicator shall be mobile and maneuverable to the extent that straight lines can be followed and normal curves can be made in a true arc.

(b) Types of Equipment.

1. Portable Applicator. The portable applicator shall be a device typically used for painting cross-walk lines, stop bars, short lane lines and short centerlines. The applicator shall be easily maneuverable and capable of being propelled by the operator.

2. Mobile Applicator. The mobile applicator shall contain equipment to provide for automatic installation of skip lines in any combination of line and skip up to 40 feet. The mobile applicator shall be moved in conjunction with the melting and heating kettles in such a manner as to provide continuous highway operation of the kettles and the mobile applicator as an integral unit.

3. Epoxy Primer Equipment. The epoxy primer application shall be accomplished using equipment having the following features:
   A. The main storage tank shall be equipped with a visible gauge that will allow the Engineer to readily ascertain the rate of application.
   B. The main storage tank shall be equipped with a heating device that will maintain the epoxy at a constant efficient temperature.
   C. The spray nozzle and epoxy spray shall be protected from the action of wind to insure placement where needed.

4. Cleaning Equipment. Equipment must be provided to insure removal of laitance, dust, debris, paint and other foreign matter from the road surface immediately prior to the installation of the composition, or immediately prior to the application of primer.

(c) Application. The stripe shall be applied to the pavement to either the right or left of the application unit, dependent upon roadway lane being used. The unit shall not occupy more than one lane of roadway while operating.

The finished lines shall have well defined edges and be free of waviness. All of the equipment necessary to the preheating and application of the material shall be so designed that the temperature of the material can be controlled within the limits necessary to its pourability for good application.

At the time of installation of thermoplastic materials, the pavement shall be clean, dry, and free of laitance, oil, dirt, grease, paint or other foreign contaminants. Pavement and ambient temperatures shall be at least 50 °F.

An epoxy resin primer conforming to subsection 708.07 shall be applied to all pavement surfaces prior to the application of the thermoplastic pavement marking.

The marking material shall not be applied until the epoxy resin primer reaches the tacky stage, approximately 15 minutes under normal conditions. An infrared heating device may be employed to shorten the curing time of the epoxy.

To insure the best possible adhesion, the marking material as specified, shall be installed at the manufacturer's recommended temperature.

The minimum thickness of thermoplastic lines as viewed from a lateral cross section shall not be less than 3/32 inch at the edges, or less than 1/8 inch at the center. Measurements shall be taken as an average throughout any 36-inch section of the line. The material, when formed into traffic stripes, must be readily renewable by placing an overlay of new material directly over an old line of compatible material. Such new material shall bond itself to the old line in such a manner that no splitting or separation takes place.
Glass beads shall be applied to the thermoplastic pavement marking by means of a low pressure, gravity drop bead applicator at a rate of 10 pounds per 100 square feet, minimum.

**627.07 Methyl Methacrylate Pavement Marking.** Methyl methacrylate pavement marking shall be installed in accordance with manufacturer’s recommendations. The Contractor shall use installation equipment, materials, equipment technicians and operators recommended by the manufacturer.

Methyl methacrylate pavement markings shall be applied to the road surface according to the manufacturer’s recommended methods at 60-mil minimum thickness. Glass beads shall be applied using a double drop bead application system. The first bead applicator shall apply glass beads at the rate of 3.2 pounds per square yard (10 pounds per gallon) minimum, and 1.9 pounds per square yard (6 pounds per gallon) minimum for the second bead applicator.

Methyl methacrylate pavement marking and beads shall be applied within the following limits:

**APPLICATION RATE OR COVERAGE PER GALLON OF METHYL METHACRYLATE PAVEMENT MARKING**

<table>
<thead>
<tr>
<th></th>
<th>Minimum</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Methyl Methacrylate Pavement Marking:</td>
<td>26 sq. ft.</td>
<td>28 sq. ft.</td>
</tr>
<tr>
<td>First Bead Applicator:</td>
<td>10 lbs.</td>
<td>--</td>
</tr>
<tr>
<td>Second Bead Applicator:</td>
<td>6 lbs.</td>
<td>--</td>
</tr>
</tbody>
</table>

**627.08 Preformed Plastic Pavement Marking.** This retroreflective preformed plastic strip shall be suitable for application on asphaltic or portland cement concrete pavement. The strip shall be applied at the locations called for on the plans or as directed.

If recommended by the manufacturer, an epoxy resin primer conforming to subsection 708.07 shall be applied to all pavement surfaces prior to the application of the preformed plastic pavement marking.

The surface of the pavement shall be clean, free of loose foreign material, dry and have no moisture for a minimum of 48 hours prior to application of the markings.

The air and surface temperature shall be a minimum 40 °F or as recommended by the manufacturer.

The marking strip as applied shall be in good appearance, free of cracks and the edges shall be true and straight.

The preformed plastic pavement marking shall be Type I, Type II, or Type III as shown on the plans.

Prior to beginning installation operations, the Contractor shall submit to the Engineer instructions from the performed plastic pavement manufacturer detailing surface preparation, grooving requirements and material application. The instructions shall include the following:

1. Equipment Requirements.
2. Approved Work Methods and Procedures.
4. Ambient Air and Surface temperature Requirements.
5. Weather Limitations.
7. Any other requirements necessary for successful installation and satisfactory performance of the material.

The Contractor shall secure from the manufacturer all warranties and guarantees with respect to materials, workmanship, performance, or combination thereof, and shall include these warranties and guarantees with the Certification of Compliance.

Materials supplied without installation instructions or with incomplete instructions will not be accepted for use.

Unless otherwise shown on the plans, typical pavement markings shall conform to the shapes and sizes as shown on Standard Plan S-627-1.

The Contractor shall make all arrangements to have a manufacturer-trained installer of the manufacturer’s products on-site during the placement of preformed plastic pavement marking to ensure proper installation. A minimum of two weeks prior to the placement of the preformed plastic pavement marking, the Contractor shall submit written documentation of the installer’s
qualifications and training in the installation of preformed plastic pavement marking. Upon completion of the work, the Contractor shall obtain and submit to the Engineer written documentation from the manufacturer-trained installer certifying that the product was installed in full compliance with this specification and manufacturer’s recommendations.

The preformed plastic pavement marking shall be inlaid on new and existing pavements as shown in the Contract. The material shall be usable for patching worn areas of the same type according to the manufacturer’s recommendations.

The Contractor shall not perform wet cutting of pavement unless otherwise directed. Application and removal of temporary pavement marking associated with wet-cutting of pavement shall be at the Contractor’s expense.

The preformed plastic pavement marking shall conform to pavement contours by the action of traffic, and shall be applicable on new, dense, and open graded asphalt wearing courses during the paving operations according to the manufacturer’s recommendations. After application, the markings shall be immediately ready for traffic.

**(a) Inlaid Preformed Plastic Pavement Marking.** The grooved width for inlaid preformed plastic pavement marking is called for in the Contract. The grooved width shall be the pavement marking width plus 1 inch, with a tolerance of plus or minus 1/4 inch. The depth of the grooves shall be 130 mils plus or minus 5 mils. Groove position shall be a minimum of 2 inches from the edge of the pavement marking to the longitudinal pavement joint.

Grooving shall not be performed on bridge decks with Polyester Polymer Concrete Overlays.

The bottom of the groove shall have a smooth, flat finished surface. The spacers between blade cuts shall be such that there will be less than a 10-mil rise in the finished groove between the blades.

Grooves shall be clean, dry and free of laitance, oil, dirt, grease, paint or other foreign contaminants. The Contractor shall prevent traffic from traversing the grooves, and re-clean grooves, as necessary, prior to application of the preformed plastic pavement markings.

**(b) Reserved.**

**627.09 Preformed Thermoplastic Pavement Marking.** The markings shall consist of a resilient white or yellow thermoplastic product with glass beads uniformly distributed throughout the entire cross sectional area. Legends and symbols shall be capable of being affixed to bituminous pavements by heating.

The markings shall conform to pavement contours, breaks and faults through the action of traffic at normal pavement temperatures. The material shall have resealing characteristics with the capability of fusing with itself and previously applied thermoplastic markings under normal use.

The preformed thermoplastic markings shall be packaged in a protective plastic film with cardboard stiffeners where necessary to prevent damage in transit. The carton in which the material is packed shall be clearly labeled for ease of identification.

**(a) Application.** Application temperature shall be as recommended by the manufacturer. The pavement and air temperature shall be as recommended by the manufacturer at the time of application. The materials shall be applied using a heating method recommended by the manufacturer. The Contractor shall provide the Engineer a copy of the manufacturer's installation recommendations prior to beginning the work. The pavement shall be clean, dry and free from debris. The preformed thermoplastic markings may be installed on top of existing thermoplastic markings after all loose material has been removed. The preformed thermoplastic markings shall not be installed on top of existing preformed plastic pavement markings without first removing the existing markings to a depth that insures removal of the adhesive backing of the preformed plastic. It shall not be installed on top of pavement marking paint without first removing the paint.

**(b) Equipment.** The Contractor shall use a heating method specifically recommended by the manufacturer for the installation of preformed thermoplastic markings.
627.10 Pavement Marking Tape. Retroreflective tape shall be suitable for temporary use on asphaltic or portland cement concrete pavements. The tape shall be applied at the locations shown on the plans or as directed. The tape shall conform to subsection 713.15.

The surface to which the tape is applied shall be clean, dry and free of dirt, oils and grease. The tape shall be pressed down immediately after application, until it adheres properly and conforms to the surface. Temporary marking tape sections longer than 1 foot shall be removed before placement of the final pavement course. All tape shall be removed on sections where tape conflicts with revised traffic lanes prior to opening of new lanes to traffic.

Pavement marking tape (removable) shall be installed in accordance with the manufacturer's recommendations, and maintained throughout the required construction phase at no additional cost to the Department.

627.11 Raised Pavement Markers. Raised pavement markers (temporary) shall be installed on centerlines, edge lines, and lane lines where specified in the Contract. Single markers shall be installed at 5-foot intervals for solid lines. A group of four markers at 3-foot spacings and at 40-foot intervals shall be installed for skip lines.

Markers supplementing lines shall be installed at the spacing shown on the plans. Raised pavement markers (temporary) shall be installed in accordance with the manufacturer's recommendations, and shall be maintained throughout the required construction phase at the Contractor’s expense.

4.0 METHOD OF MEASUREMENT

627.12 The types of pavement marking described herein will be measured by the following units, complete in place and accepted.

Pavement marking paint will be measured by the number of gallons used including glass beads. Material used in excess of coverage limit prescribed will not be measured.

Modified epoxy pavement marking, polyurea, and methyl methacrylate pavement marking will be measured by the total number of gallons of components A and B used including glass beads. Material used in excess of coverage limit prescribed will not be measured.

Thermoplastic pavement marking, preformed thermoplastic pavement marking, and preformed plastic pavement marking will be measured by the square foot. The unmarked spaces between markings will not be included in the overall measurement.

The amount of pavement marking tape to be measured will be the linear feet of the specified width tape applied. Gaps in marking will not be measured for payment.

Raised pavement marker (temporary) will be measured as a unit in place and shall include all adhesive necessary for installation. Removal of the raised pavement marker shall be included in the work.

Pavement word and symbol markings, transverse and longitudinal crosswalk lines, and stop lines will not be measured, but shall be the quantities, in square feet, designated in the Contract; except measurements will be made for revisions requested by the Engineer. The unmarked spaces within these markings will not be included in the measurement.
EXHIBIT B

Project/Services Name: Pavement Markings RFP# 2023-03

COMPENSATION METHODOLOGY AND RATES FOR SERVICE AND REIMBURSABLE EXPENSES

As full compensation for the services rendered pursuant to this Agreement, the Town shall pay the Contractor the unit price quoted in the Bid Form based on measurement of actual service provided.

Total compensation payable under this Agreement shall not exceed $65,000.00 (Sixty-Five Thousand Dollars).

For future years, if this Agreement is renewed in accordance with its terms, total compensation limits for such year shall be agreed upon between the parties and set in writing. The Town Administrator may bind the Town to such agreement as long as the amount of compensation to be paid by the Town is within amounts budgeted and appropriated for the respective year for services of the type addressed in this Agreement.
**PRICING SHEET**

**PW2023-03**

This page must be submitted with your proposal.

<table>
<thead>
<tr>
<th>Item #</th>
<th>Description</th>
<th>Unit of Measurement</th>
<th>Estimated Bid Quantity</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Removal of Pavement Markings (if needed)</td>
<td>Lump Sum</td>
<td>1</td>
<td>$4,850.00</td>
<td>$4,850.00</td>
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<tr>
<td>2</td>
<td>Acrylic High Build Paint</td>
<td>Gallon</td>
<td>220</td>
<td>$120.00</td>
<td>$26,400.00</td>
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<tr>
<td>3</td>
<td>Modified Epoxy Pavement Marking</td>
<td>Gallon</td>
<td>50</td>
<td>$335.00</td>
<td>$16,750.00</td>
</tr>
<tr>
<td>4</td>
<td>Preformed Thermoplastic Marking (word – symbol)</td>
<td>Square Foot</td>
<td>55</td>
<td>$33.00</td>
<td>$1,815.00</td>
</tr>
<tr>
<td>5</td>
<td>Preformed Thermoplastic Marking (x walk – stop line)</td>
<td>Square Foot</td>
<td>400</td>
<td>$32.00</td>
<td>$8,800.00</td>
</tr>
</tbody>
</table>

Yearly cost escalation amount if contract renewed for years 2-5: **10.70 per year**

Contractor shall perform installation of pavement markings, as directed by the Town representative pursuant to the contract. Service shall include furnishing all labor, equipment, tools, fuel, materials, insurance, supervision, traffic control, mobilization, and all other items incidental thereto and to perform all work necessary to perform scope of work.

Proposer: **Kolbe Striping INC**

Address: **850 Topeka Way**

City: **Castle Rock**  State **CO**  Zip Code **80109**

Telephone No. **(303) 688-9510**

Name: **Jim Tisdall**

Title: **Estimator**

Signature: [Signature]

Date: **09/21/2023**
Pavement Markings  
RFP #2023-03

Bid Summary

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Bid Item</th>
<th>Unit Price</th>
<th>Yearly Cost Escalation</th>
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</thead>
<tbody>
<tr>
<td>Kolbe Striping, Inc</td>
<td>Removal of pavement markings (if needed)</td>
<td>Lump sum = $6850.00</td>
<td>10%</td>
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<tr>
<td></td>
<td>Acrylic High Build Traffic Paint</td>
<td>Gallon = $120.00</td>
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</tr>
<tr>
<td></td>
<td>Modified Epoxy Pavement Marking</td>
<td>Gallon = $335.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Preformed Thermoplastic Marking (word – symbol)</td>
<td>Square Foot = $33.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Preformed Thermoplastic Marking (x walk – stop line)</td>
<td>Square Foot = $22.00</td>
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</tr>
</tbody>
</table>
Agenda Item Summary

MEETING DATE: May 2, 2023

SUBJECT: Ordinance 2023-682

SUBMITTED BY: Tim Moroney, SAFEbuilt (Town Building Official)
Maureen Juran, Town Attorney

SUMMARY

Ordinance 2023-682 is proposed for adoption, which ordinance will adopt by reference the 2021 International Plumbing Code, the 2023 National Electrical Code and the 2021 International Energy Conservation Code in the Town. Respectively, these building codes regulate construction of plumbing systems and electrical systems and the design and construction of buildings for the effective use of energy. The Town is currently operating under the 2018 versions of the International Plumbing Code and the International Energy Conservation Code and the 2017 version of the National Electrical Code.

Like with the Model Traffic Code ordinance adoption, this ordinance is a little different than most of the ordinances you see. It does not within itself contain all the regulatory language. Instead, it adopts by reference three separate codes of regulations that are published by another entity. Adopting codes by reference is a more complex procedure governed by state statute. It requires that the ordinance be introduced at one meeting and a public hearing ordered by the Board. After that, the Town must publish notice of the public hearing twice at least 15 days and 8 days before the hearing.

HISTORY

In 2007 (HB 07-1146) and 2019 (HB 19-1260), Colorado passed legislation establishing minimum requirements for building energy efficiency codes adopted by local governments. This legislation ensured that municipalities and counties with building codes adopt up-to-date energy codes.

A 2022 legislative act requires all of the state’s jurisdictions, beginning July 1, 2023, to adopt and enforce the 2021 International Energy Conservation Code (IECC) or an energy code that achieves equivalent or better energy performance when one or more building codes are updated. This 2022 legislation replaces a previous policy requiring that jurisdictions adopting a building code must adopt an energy code that meets or exceeds one of the three prior editions of the IECC. Summarily, the State is requiring jurisdictions to adopt the 2021 IECC and additional items when adopting any codes after June 30, 2023.

It is SAFEbuilt’s recommendation that the Town adopt the 2021 International Energy Conservation Code in order to avoid adopting more restrictive elements now. This approach is the least impactful option the State
will allow. Eventually, the Town will be required to adopt codes with greater energy conservation design requirements.

SAFEbuilt will be available on May 16, 2023 at the public hearing to address questions that you may have about the substance of this ordinance and the timing.

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**PROCESS FOR ADOPTION**

The initial introduction of this ordinance is scheduled for May 2nd but you will not be considering or taking final action to adopt the ordinance until May 16. Instead, on May 2nd, you will schedule the ordinance for a public hearing and action on May 16 and ratify action that the Town has already taken to publish notice of the public hearing to be held on May 16. State law requires notice of the public hearing be published at least 15 and 7 days before the hearing. As a result, the first notice of the public hearing was already published on April 30 to meet this 15 day out requirement. If the Board determines not to move this ordinance forward, the public hearing will simply be vacated.

A copy of the proof of publication will be made part of the legislative record for this ordinance.

**Recommended Motion:** “I move that the Town Board of Trustees sets a public hearing and consideration of Ordinance 2023-682 for May 16, 2023 at 6:30 pm at Town Hall and orders the Town Clerk to publish notice of such hearing and ratifies all past actions of Staff to provide timely notice of the public hearing in accordance with the requirements of state law.”
TOWN OF LOCHBUIE,
COUNTIES OF WELD AND ADAMS, COLORADO

ORDINANCE NO. 2023-682


WHEREAS, pursuant to the authority set forth in Part 2, Article 16, Title 31, C.R.S., the Town of Lochbuie, Colorado (the “Town”) previously adopted certain uniform codes as codified at Article I, Chapter 18 of the Town of Lochbuie Municipal Code; and

WHEREAS, the Board of Trustees of the Town of Lochbuie (“Board”) possesses the authority to enact ordinances for the promotion of health pursuant to C.R.S. §31-15-401 and has the authority to enact ordinances for the regulation of building pursuant to C.R.S. §31-15-601; and

WHEREAS, pursuant to this authority, the Board of Trustees desires to adopt by reference certain updated uniform codes addressing building regulations governing plumbing, energy conservation and electrical systems in the interest of updating its current building regulations and adopting uniform codes to promote the public health, safety and welfare of the Lochbuie community; and

WHEREAS, three (3) copies of the International Plumbing Code, 2021 edition, The International Energy Conservation Code, 2021 Edition, both promulgated by the International Code Council, and The National Electrical Code NFPA 70, 2023 Edition promulgated by the National Fire Protection Association, Inc., 1 Batterymarch Park Quincy, Massachusetts, 02169-7471, and as adopted by the State of Colorado (the “Codes”) were filed with the Town Clerk at least fifteen (15) days prior to public hearing on this Ordinance and the same remain open to public inspection and purchase in accordance with Section 31-16-206, C.R.S., said copies being available at the Town Hall, 703 Weld County Road 37, Lochbuie, Colorado 80603; and

WHEREAS, after due and proper notice published in accordance with Section 31-16-203, C.R.S., the Board conducted a public hearing on the date, time and place noticed on the adoption of this Ordinance and the Codes, at which all interested parties were afforded an opportunity to be heard; and
WHEREAS, the Board of Trustees has determined, based on the evidence and testimony presented at the public hearing, that the adoption of the Codes as amended herein, will further the health, safety and welfare of the inhabitants of the Town.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF LOCHBUIE, WELD AND ADAMS COUNTIES, COLORADO, AS FOLLOWS:

Section 1. Section 18-1-50 of Article I, Chapter 18, of the Lochbuie Municipal Code is hereby repealed and reenacted to read as follows in its entirety:


(a) Adoption. The International Plumbing Code, 2021 Edition as published by the International Code Council, 4051 West Flossmoor Road, Country Club Hills, IL 60478, Chapters 1 through 13 inclusive, (“IPC”) is hereby adopted by reference as the Town of Lochbuie Plumbing Code as if fully set out in this Ordinance with the additions, deletions, insertions and changes as set forth in this Article.

(b) Compliance Required. No building shall be hereafter constructed, erected, enlarged, altered, or moved into the Town unless the same shall, as to design, construction, quality of materials and workmanship, conform with the IPC, as adopted and as amended.

(c) Purpose. The purpose of the IPC is to provide minimum standards to safeguard life or limb, health, property and public welfare by regulating and controlling the design, construction, installation, alteration, repairs, relocation, replacement, quality of materials, use and occupancy, location and maintenance of plumbing systems and structures within the Town of Lochbuie and certain equipment specifically regulated in the IPC.

(d) Amendments. The following deletions, additions, insertions, and changes are hereby made to the IPC as adopted by reference by Section 18-1-50:

(1) IPC 101.1 Title is amended by the addition of the term “TOWN OF LOCHBUIE” where indicated.

(2) IPC 301.8 Baby Changing Station All public restrooms will require a baby changing station.

(3) IPC 305.4.1 Sewer depth is amended by filling in both areas where indicated to read “12 inches (305 mm)”.

(4) IPC 312.3 Drainage and vent air test is amended by deleting the first paragraph.
(5) IPC 903.1 Roof extension is amended by inserting the number “12” (152.4 mm) where indicated in the second sentence.

(6) IPC Section 1304 Reclaimed water systems this section is deleted in its entirety.

(e) Penalties for Violation. It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain any building or structure or cause or permit the same to be done in violation of the IPC. In addition to other sanctions set forth in the IPC, a person or entity that violates the IPC may be fined in an amount not to exceed the maximum fine amount permitted to be imposed by the municipal court or imprisoned for a term not to exceed one year, or both such fine and imprisonment, as more fully set forth in Section 1-4-20 of the Municipal Code.

Section 2. Section 18-1-60 of the Lochbuie Municipal Code is hereby repealed and reenacted to read as follows in its entirety:


(a) Adoption. The International Energy Conservation Code, 2021 Edition, as published by the International Code Council, 4051 West Flossmoor Road, Country Club Hills, IL 60478, Chapters Commercial Provisions 1 through 6 and Residential Provisions Chapters 1 through 6 inclusive, (“IECC”) is hereby adopted by reference as the Town of Lochbuie Energy Code as if fully set out in this Ordinance with the additions, deletions, insertions and changes as set forth in this Article.

(b) Compliance Required. No building shall be hereafter constructed, erected, enlarged, altered, or moved into the Town unless the same shall, as to design, construction, quality of materials and workmanship, conform with the IECC, as adopted and as amended.

(c) Purpose. The purpose of the IECC is to regulate the design and construction of buildings for the effective use of energy. The IECC is not intended to abridge safety, health or environmental requirements contained in other applicable codes or ordinances.

(d) Amendments. The following deletions, additions, insertions, and changes are hereby made to the IECC as adopted by reference by Section 18-1-60(a):

(1) IECC C101.1 and R101.1 entitled “Title” are amended by the addition of the term “TOWN OF LOCHBUIE” where indicated.

(2) IECC C109.1 and R109.1 addressing the Board of Appeals are amended by deleting the language and inserting the following:

In order to hear and decide appeals of orders, decisions and determinations made by the code official relative to the application and interpretation of this code, there shall be a board of appeals, the membership of which shall be comprised
of all the members of the Town Board of Trustees. The code official shall be an ex officio member of the Board of Appeals but shall not have a vote on any matter before the Board. The Board of Appeals may adopt rules of procedure for conducting its business and shall render decisions and findings in writing to the appellant with a duplicate copy to the code official.

(3) IECC C109.3 and R109.3 Qualifications are amended by the deletion of these sections in their entirety.

(4) The following appendices are deleted in their entirety:

CA Board of Appeals Commercial
CB Solar Ready Zone – Commercial
CC Zero Energy Commercial Building Provisions
RA Board of Appeals – Residential
RB Solar-Ready Provisions Detached One and Two Family Dwellings and Townhouses

(e) Penalties for Violation. It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain any building or structure or cause or permit the same to be done in violation of the IECC. In addition to other sanctions set forth in the IECC, a person or entity that violates the IECC may be fined in an amount not to exceed the maximum fine amount permitted to be imposed by the municipal court or imprisoned for a term not to exceed one year, or both such fine and imprisonment, as more fully set forth in Section 1-4-20 of the Municipal Code.

Section 3. Section 18-1-100 of the Lochbuie Municipal Code is hereby repealed and reenacted to read as follows in its entirety:

Section 18-1-100. National Electrical Code.

(a) Adoption. The National Electrical Code NFPA 70, 2023 edition, as promulgated by the National Fire Protection Association, Inc., 1 Batterymarch Park Quincy, Massachusetts, 02169-7471, and as adopted by the State of Colorado (“NEC”) is hereby adopted by reference as the Town of Lochbuie Electrical Code as if fully set out in this ordinance without additions, deletions, insertions or changes.

(b) Compliance Required. It shall be unlawful for any person, firm or corporation to erect, construct, alter, repair, remove, demolish or utilize any system covered by the NEC, or cause the same to be done, in conflict with or in violation of any provision of the NEC.

(c) Purpose. The purpose of the NEC is to govern the design, installation, construction and maintenance of electrical systems, provide reasonable safeguards to protect the public
health and safety against the hazards of inadequate, defective or unsafe electrical systems and installations.

(d) Penalties for Violation. It shall be unlawful for a person, firm or corporation to be in conflict with or in violation of any of the provisions of the NEC. In addition to other sanctions set forth in the NEC, a person or entity that violates the NEC may be fined in an amount not to exceed the maximum fine amount permitted to be imposed by the municipal court or imprisoned for a term not to exceed one year, or both such fine and imprisonment, as more fully set forth in Section 1-4-20 of the Municipal Code.

Section 4. Severability. Should any one or more sections or provisions of this Ordinance be judicially determined invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, the intention being that the various sections and provisions are severable.

Section 5. Repeal. Any and all ordinances or codes or parts thereof in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided, however, that the repeal of any such ordinance or code or part thereof shall not revive any other section or part of any ordinance or code heretofore repealed or superseded and this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the effective date of this Ordinance.

Section 6. Safety Clause. The Board of Trustees hereby finds, determines, and declares that the Town has promulgated this Ordinance under the general police power of the Town of Lochbuie, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Board of Trustees further determines that the Ordinance bears a rational relationship to the proper legislative objective it seeks to obtain.

Section 7. Effective Date. This Ordinance shall take effect thirty (30) days after publication, as provided by C.R.S. § 31-16-105 and Section 1-3-60 of the Lochbuie Municipal Code.

READ AND INTRODUCED the 2nd day of May, 2023, and public hearing scheduled for May 16, 2023.

TOWN OF LOCHBUIE, COLORADO

______________________________
Michael Mahoney, Mayor

ADOPTED by a vote of ___ in favor, ___ against and ___ abstaining, AND ORDERED PUBLISHED by title only following public hearing, this 16th day of May, 2023.
TOWN OF LOCHBUIE, COLORADO

_________________________________
Michael Mahoney, Mayor

I hereby certify that the Board of Trustees of the Town of Lochbuie introduced this Ordinance on May 2, 2023 and adopted the above Ordinance at its meeting of May 16, 2023 and ordered it published by title only one time by The Brighton Blade newspaper on _________________, 2023.

ATTEST:

Heather Meierkort, Town Clerk
Agenda Item Summary

MEETING DATE: May 2, 2023

SUBJECT: Building B Usage Policy

PRESENTED BY: Brian K. McBroom, Town Administrator

SUMMARY / BACKGROUND

In 2017, the Board of Trustees adopted a policy to guide the use of “Building B” on the Town Hall campus for community use. The building is in good condition and includes a meeting room, bathroom and small kitchenette. The building has not been needed for regular town operations since the new town hall was constructed. The purpose of the policy is articulated in Article I:

“This policy provides guidance on use of the community room within Building B on the Town Hall campus located at 703 WCR 37 (“Building B” or “Town Facility(ies”) ). Building B is primarily for use to conduct Town business, but shall be made available as a community resource to community and non-profit groups in accordance with this policy for governmental, civic, non-profit, cultural or educational meetings or programs.

Access shall be provided on equal terms regardless of position or affiliations of such groups. Use of the Town’s Facilities by any other organization shall not be an endorsement of or advocacy for the viewpoints of any such user.”

Furthermore, use of the building by the community, per the policy, is limited to the following:

“Community and nonprofit groups for governmental, civic, non-profit, cultural or educational meetings or programs.”

I believe the intent of the policy originally was to make the meeting room in the building available to the community while still assuring that the space was readily available for town business. Additionally, I believe the idea was to get some use out of the building without these other uses taking over the site on a regular basis, including filling the parking lot often enough to negatively impact town business.
However, the meeting room is getting very little use. Staff is aware of only one rental of the room over the past two years. It may be appropriate for the board to consider broadening the policy to allow more use of the space. More use is possible without negatively impacting town operations, provided rental fees are appropriate and systems can be put in place to limit the staff time required to manage facility rentals. Should the board be open to considering more uses, here are some thoughts to facilitate the discussion:

- Rentals by residents for family gatherings or other social purposes would not be unusual in a facility like this.
- Limiting use to daytime rentals (8 a.m. to 5 p.m. for example) and prohibiting alcohol use will help prevent rentals from impacting town operations or adjoining neighbors.
- Modifying the building by adding keypad locks and limiting access to the Public Works yard behind the building will make managing rentals easier for staff.
- Appropriate rental fees to include costs to clean the building and cover staff time to manage the facility will avoid negative impacts to the town’s budget if rentals are to increase.
- If use is expanded such that there are unintended consequences, the policy could be easily amended again to address new issues.

The adopted policy is attached. If time allows, perhaps the board could take a short recess during the May 2nd board meeting and briefly tour Building B.

STAFF RECOMMENDATION / ACTION REQUIRED

No action is required. However, should the board decide to modify the adopted policy, staff would recommend the following motion:

“I move to direct staff and the town attorney to prepare amendments to the Building B Community Room Public Usage Policy consistent with the board’s discussion this evening for adoption at a future board meeting.”
TOWN OF LOCHBUIE, COLORADO

ADMINISTRATIVE POLICY
BUILDING B COMMUNITY ROOM PUBLIC USAGE POLICY

I. PURPOSE OF POLICY:
This policy provides guidance on use of the community room within Building B on the Town Hall campus located at 703 WCR 37 ("Building B" or "Town Facility(ies)"). Building B is primarily for use to conduct Town business, but shall be made available as a community resource to community and non-profit groups in accordance with this policy for governmental, civic, non-profit, cultural or educational meetings or programs.

Access shall be provided on equal terms regardless of position or affiliations of such groups. Use of the Town’s Facilities by any other organization shall not be an endorsement of or advocacy for the viewpoints of any such user.

II. POLICY:

A. Town Facilities Available for Use By Advance Reservation: Building B may be reserved as noted and for the fee as noted:

<table>
<thead>
<tr>
<th>Space</th>
<th>Usage Allowed For</th>
<th>Occupancy Limit</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building B</td>
<td>Community and non-profit groups for governmental, civic, non-profit, cultural or educational meetings or programs</td>
<td>_________</td>
<td>A deposit will be charged at the time of the reservation. The deposit amount is set forth in the Fee Schedule, attachment A. Fees may be assessed for cleaning, damage repair, and other items as set forth in Section II.E. If fees are not assessed, the reservation deposit will be refunded within 7 business days.</td>
</tr>
</tbody>
</table>

B. Reservation Priorities and Limitations on Use:

1. Building B is available on a first-come, first-serve basis at a specific pre-approved time.

2. Town sponsored programs or meetings take precedence over other groups at all times in scheduling the use of Building B. If available, (a) governmental, and (b) non-profit groups may reserve Building B for civic, cultural, non-profit or educational programs or meetings.

3. All reservations are subject to the Town's reserved right to unilaterally cancel a reservation if Town operations require use of Building B. The Town shall incur
no liability for such cancellation except that reservation fees, if any, shall be returned.

4. Town Facilities may not be used for commercial or social gathering purposes except that sales incidental to use are permitted.
   a. Groups or individuals that plan to charge entry fees or sell merchandise must describe the intended sale or entry fee in their application to the Town for use of the Town Facilities. Sales must be incidental to use only.
   b. Vendors that sell taxable items at the Town Facilities during a reserved event must collect and remit the Town’s sales tax to the State Department of Revenue, if applicable.
   c. If the vendor has a current Sales Tax License, a copy of that license must be provided to the Town and be posted in a visible location at the sales site. In the event that the vendor does not have a current Colorado Sales Tax License, the vendor must obtain from the State a Special Sales Event license and display that license in a visible location at the sales site, if applicable.

5. No single entity or person may reserve any of the Town Facilities more than once a month.

C. Rules Governing Use:

1. Any organization seeking to reserve a Town Facility shall name a responsible adult who shall be responsible for compliance with all the rules set forth herein. In the event that a cleanup fee or other penalty for violation of these rules is charged, such responsible adult shall be responsible to pay such fee to the Town.

2. Programs or meetings held within Town Facilities must not interfere with Town operations or cause a disturbance.

3. All meeting or program attendance must comply with the occupancy limits set forth in Table 1.

4. All meeting or program attendees must park in designated areas at the Town Facilities.

5. The Town Facility must be returned to original condition with chairs and tables in order as found, or put away, if applicable. A failure to do so will result in a janitorial fee as set forth on the Fee Schedule, attachment A.

6. No candles may be burned or other open flames permitted other than sterno which may be used as long as it is attended to at all times. If sterno is to be used, the user must get approval in advance from the Town.

7. No animals except service animals are permitted.

8. No smoking inside any Town Facilities or within 15 feet of the entrance to any Town Facilities. Town Facility event attendees who do smoke must properly dispose of cigarette butts in designated receptacles only.

9. Marijuana in any form is not permitted.

10. Use of alcohol shall require advance written approval of the Town Administrator and Police Chief and is only permissible at private events or if an appropriate special events liquor license is obtained.
11. Use of any Town Facilities room shall not cause noise audible or smells or smoke noticeable outside the walls of the room.

12. Food Service: Food may be served only with advance written authorization of the Town Administrator or Town Clerk. The Town Facility must be returned to its original condition before leaving. A fee for clean-up shall be charged if the Town Facility is not returned to its original condition. The fee is set forth on the Fee Schedule, Attachment A. Food served or cooked in the Town Facility may not cause odors outside the walls of the reserved room.

12. Signs:
   a. The Town may post signs in the rooms notifying users of applicable rules and regulations and referring to applicable laws.
   b. Users may place directional temporary sandwich board signs at the location during the time for which their reservation is effective only.

D. Hours Available for Use:

1. Except when otherwise needed for Town-related business, Building B is generally available 8 a.m. to 10 p.m. seven days per week except as follows: New Years Day, Martin Luther King Day, Presidents Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the day following, Christmas Eve and Day and New Years Eve.

2. The Town Administrator may authorize modifications to the above dates or times to meet operating needs, allow for special events, holiday observances, weather or other reasons.

3. The Town Administrator may authorize temporary closures of the entirety of the Town Facilities for special events, inclement weather, emergencies, maintenance or repairs, or other purposes as determined by the Town Administrator.

E. Fees:

1. A deposit will be charged at the time of the reservation. The deposit amount is set forth in the Fee Schedule, attachment A.

2. Facility fees may be charged for use after normal Town business hours and may include additional amounts to cover costs such as opening and closing the Town Facility, security, utilities, janitorial services, etc.

3. Associated fees: In addition to the hourly reservation fee rate, associated fees as determined by the Town Administrator may be charged for costs incurred by the Town for any security, waste removal, utility usage, damages, cleaning costs, staffing, development, approval and implementation of security, parking and/or traffic plans, loss of reservation income if the reserved event forecloses the possibility of renting the Town Facility, and other similarly associated cost(s).

4. If the Town Administrator assesses fees for the reservation, the fees assessed will be deducted from the deposit. Any remaining deposit amount will be refunded within 7 business days of the reservation. If the deposit amount does not cover the fees assessed, the reserving organization will receive an invoice for the additional amounts owed.

F. Application: In permitting the use of the Facility, the Town will require the applicant to complete a Town provided form providing the following information:

1. the sponsor who shall be the responsible adult making the request;
2. purpose of the event, program or meeting;
3. anticipated attendance;
4. method of advertising the event, if any,
5. the day and hours for which the rental is desired; and
6. any other information which the Town shall find reasonably necessary.

G. Cancellations/No-Show/Refunds:

1. The Town reserves the right to cancel a reservation as set forth in Section B(3) without any liability, direct or indirect damages but any prepaid reservation fees shall be refunded.

2. Deposit and associated fees refund: The deposit and any fees paid for associated costs will be refunded at the time of cancellation, regardless of when cancelled, only to the extent that the Town has not incurred an obligation to pay such funds which cannot be cancelled by the Town. If associated fees are to be paid after an event, the party making the reservation is still liable to pay such fees if the Town has incurred an obligation to pay such costs which cannot be cancelled.

H. Inaccessibility/Unavailability of Town Facility amenities: From time to time, certain amenities such as tables, chairs, restrooms, etc, may not be available for use at a scheduled meeting or event.

I. Indemnification and insurance: By submitting a Town Facility reservation application, the person, persons or organization executing such application agree to hold harmless and indemnify the Town for any damages or claims whatsoever related to the use of the room or Town Facility. The Town reserves the right to require the person, persons or organization reserving Town Facilities to provide general liability insurance coverage with the Town named as an additional insured, with coverage amounts as deemed necessary by the Town Administrator.

I. Town Discretion to Refuse Entry or Reservation: The Town reserves sole discretion to refuse entry or decline to offer reservations or permit use or occupancy of a Town Facility to any person or organization that has (a) failed to comply with any ordinances, rules, regulations, policy or permit governing use of the Town Facilities; (b) caused any damage to Town property; or (c) abused the Town Facilities reservation system such that it precludes others a fair opportunity to utilize such Town Facilities.

J. Other: The Town Administrator may authorize such other operating and use restrictions deemed necessary to protect Town Facilities from damage or misuse.

III. EXCEPTIONS:

When deemed in the Town’s best interest, the Town Administrator shall have the authority to authorize waivers, exemptions or exceptions to the policy set forth herein.

IV. FUTURE MINOR AMENDMENTS OF POLICY AND ADOPTION OF ADMINISTRATIVE DIRECTIVES:

The Town Board of Trustees hereby authorizes the Town Administrator to adopt administrative directives as necessary and consistent with this policy and to adopt updates and minor amendments to this policy which shall become effective without
further approval of the Board as long as such updates are published on the Town web site.

V. EFFECTIVE DATE:

This Policy shall be effective upon its approval by affirmative vote of a majority of a quorum of the Town Board of Trustees at a regular or special meeting and its publication on the Town web site. Such motion was made and approved the 1st day of August, 2017.

VIII. APPROVAL:

[Signature]
Michael Mahoney, Mayor

[Signature]
Monica Mendoza, Town Clerk

Date 8/1/17
## ATTACHMENT A
### SCHEDULE OF CHARGES AND MISCELLANEOUS FEES

<table>
<thead>
<tr>
<th>Fee</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deposit</td>
<td>Refundable within 7 business days after the reservation if no fees are assessed. The deposit may be paid by check or credit card.</td>
<td>$100.00</td>
</tr>
<tr>
<td>Cleaning fee</td>
<td>Cleaning fees will be assessed if the facility is not cleaned to its original condition after use.</td>
<td>____/hour</td>
</tr>
<tr>
<td>Damage repair</td>
<td>Damage repair fee will be assessed if the facility is damaged during the reservation.</td>
<td>To be determined by actual cost or cost estimate</td>
</tr>
<tr>
<td>Waste removal</td>
<td>Waste removal fee will be assessed if the facility is damaged during the reservation.</td>
<td>To be determined by actual cost or cost estimate</td>
</tr>
<tr>
<td>Other associated fees</td>
<td>Town Administrator may assess other fees associated with reservation as set forth in Building B Community Room Public Usage Policy, Section II.E.</td>
<td>To be determined by actual cost or cost estimate</td>
</tr>
<tr>
<td>After-hours fee</td>
<td>Town Administrator may assess an after-hours fee with reservation as set forth in Building B Community Room Public Usage Policy, Section II.E.</td>
<td>To be determined by actual cost or cost estimate</td>
</tr>
</tbody>
</table>
Agenda Item Summary

MEETING DATE: May 2, 2023

SUBJECT: Discussion Item - 2023 Planning Retreat Date Selection

PRESENTED BY: Brian K. McBroom, Town Administrator

SUMMARY / BACKGROUND

It is necessary for the board to select a date for the planning retreat that will initiate the 2024 Budget process. Typically, the retreat occurs on a Saturday in late June or early July. It is important to select a date on which all trustees can attend. Though staff are also important attendees, full trustee attendance is crucial.

Holding a retreat later than early July can cause challenges completing the process and adopting an official budget on time in December.

The town administrator is also recommending that the board consider hiring an independent facilitator for this year’s retreat. A trained facilitator can add expertise to our process, assure all key voices are heard and lead the town to sound outcomes. The town has used facilitators in the past, though not recently.

Here are some additional things to consider:

- The last two years’ retreats lasted between 6 and 7 hours.
- This year’s retreat could occur on a Saturday, or over the course of two or three evenings.
- A planning session like this is best conducted in person.
- The session could occur at town hall – like the last year two years – or off site and close by.
- Ideally, staff Leadership Team members (department heads) would also attend.
- It’s best if all trustees attend – therefore, please select a date that works for everyone.

STAFF RECOMMENDATION / ACTION REQUIRED/DISCUSSION
The date selected is entirely at the board’s discretion. Dates staff recommends are:

Saturday, June 24 (an ideal date from staff’s perspective)
Saturday, July 8 (July 4 falls on a Tuesday this year and so that board meeting will likely be canceled)
Saturday, July 15 (not ideal but workable)