



**703 Weld County Road 37  
BOARD OF TRUSTEES  
REGULAR MEETING  
November 7, 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*

*Dawn Coen, Trustee*

*Jacklyn White, Trustee*

*Kat Bristow, 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 (\$333,644.23) p. 2-9
- b. October 17, 2023 Minutes p. 10-12
- c. Resolution 2023-46 Approving Authorized Signature For Bank And Investment Accounts p. 13-15
- d. Resolution 2023-47 Approving An Auditing Services Engagement Agreement With Haynie & Company For The 2023 Audit p. 16-24

**7. ACTION ITEMS**

- a. Ordinance 2023-685 Amending The Town Of Lochbuie 2011 Fee Schedule To Increase The Sewer Plant (Treatment And Collection) Investment Fees And User Rates p. 25-30
- b. Resolution 2023-48 Approving An Intergovernmental Agreement Concerning Remittance Of School Capital Facility Funding Shortfall Contributions p. 31-38

**8. MAYOR AND TRUSTEE COMMENTS**

**9. 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.

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>120WATER</b>						
120WATER	4415	PUBLIC WATER SYSTEM SUBSCRIPTION	10/19/2023	3,845.00	.00	
Total 120WATER:				3,845.00	.00	
<b>ADAMSON POLICE PRODUCTS</b>						
ADAMSON POLICE PRODUCTS	INV403912	Uniform - PD-Almiron	10/16/2023	13.90	.00	
ADAMSON POLICE PRODUCTS	INV404019	Uniform - PD-Almiron	10/17/2023	233.95	.00	
Total ADAMSON POLICE PRODUCTS:				247.85	.00	
<b>AMAZON CAPITAL SERVICES</b>						
AMAZON CAPITAL SERVICES	113T-GRYX-6T	Supplies	10/24/2023	28.65	.00	
AMAZON CAPITAL SERVICES	113T-GRYX-6T	Supplies	10/24/2023	28.65	.00	
AMAZON CAPITAL SERVICES	113T-GRYX-6T	Supplies	10/24/2023	28.65	.00	
AMAZON CAPITAL SERVICES	11HR-GXHJ-PP	PW Supplies	10/13/2023	89.79	.00	
AMAZON CAPITAL SERVICES	11HR-GXHJ-PP	PW Supplies	10/13/2023	89.80	.00	
AMAZON CAPITAL SERVICES	11TJ-G31G-KV	Prime Membership	10/13/2023	59.67	.00	
AMAZON CAPITAL SERVICES	11TJ-G31G-KV	Prime Membership	10/13/2023	59.67	.00	
AMAZON CAPITAL SERVICES	11TJ-G31G-KV	Prime Membership	10/13/2023	59.66	.00	
AMAZON CAPITAL SERVICES	1CNH-QYHX-6	PW Supplies	10/23/2023	48.88	.00	
AMAZON CAPITAL SERVICES	1CNH-QYHX-6	PW Supplies	10/23/2023	48.88	.00	
AMAZON CAPITAL SERVICES	1VQX-17KL-6V	PW Supplies	10/27/2023	118.68	.00	
AMAZON CAPITAL SERVICES	1VQX-17KL-6V	PW Supplies	10/27/2023	118.68	.00	
Total AMAZON CAPITAL SERVICES:				779.66	.00	
<b>AMERICAN CONSERVATION &amp; BILLING SOLUTION</b>						
AMERICAN CONSERVATION &	15906	11/23-AquaHawk Customer Portal	10/01/2023	530.00	.00	
Total AMERICAN CONSERVATION & BILLING SOLUTION:				530.00	.00	
<b>AMERICAN HERITAGE LIFE INS</b>						
AMERICAN HERITAGE LIFE INS	12400-102323	11/23 - Accident Insurance	10/23/2023	7.08	.00	
AMERICAN HERITAGE LIFE INS	12400-102323	11/23 - Accident Insurance	10/23/2023	.78	.00	
AMERICAN HERITAGE LIFE INS	12400-102323	11/23 - Accident Insurance	10/23/2023	38.26	.00	
AMERICAN HERITAGE LIFE INS	12400-102323	11/23 - Accident Insurance	10/23/2023	263.42	.00	
AMERICAN HERITAGE LIFE INS	12400-102323	11/23 - Accident Insurance	10/23/2023	33.07	.00	
AMERICAN HERITAGE LIFE INS	12400-102323	11/23 - Accident Insurance	10/23/2023	24.01	.00	
AMERICAN HERITAGE LIFE INS	12400-102323	11/23 - Accident Insurance	10/23/2023	24.02	.00	
AMERICAN HERITAGE LIFE INS	12400-102323	11/23 - Accident Insurance	10/23/2023	59.21	.00	
AMERICAN HERITAGE LIFE INS	12400-102323	11/23 - Accident Insurance	10/23/2023	38.56	.00	
AMERICAN HERITAGE LIFE INS	12400-102323	11/23 - Accident Insurance	10/23/2023	41.27	.00	
AMERICAN HERITAGE LIFE INS	12400-102323	11/23 - Accident Insurance	10/23/2023	27.55	.00	
Total AMERICAN HERITAGE LIFE INS:				557.23	.00	
<b>ATLANTIC COAST POLYMERS, INC.</b>						
ATLANTIC COAST POLYMERS, I	29305	POLYMER LIQUID	10/20/2023	6,212.41	.00	
Total ATLANTIC COAST POLYMERS, INC.:				6,212.41	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>BISHOP-BROGDEN ASSOCIATES, INC</b>						
BISHOP-BROGDEN ASSOCIATE	52923	10/23 Water Supply Master Plan	10/15/2023	2,889.50	.00	
BISHOP-BROGDEN ASSOCIATE	52925	10/23 - Reimb - LOB LITIGATION DEPOSIT	10/15/2023	72.50	.00	
BISHOP-BROGDEN ASSOCIATE	53034	10/23 - Beebe Draw	10/15/2023	5,423.65	.00	
BISHOP-BROGDEN ASSOCIATE	53035	10/23 - Reimb - Silver Peaks PA4	10/15/2023	2,001.40	.00	
BISHOP-BROGDEN ASSOCIATE	53036	10/23 General Water Services	10/15/2023	9,105.11	.00	
BISHOP-BROGDEN ASSOCIATE	53037	10/23 HIGHLAND VIEW	10/15/2023	2,632.03	.00	
Total BISHOP-BROGDEN ASSOCIATES, INC:				22,124.19	.00	
<b>BLUE LAKE METRO DISTRICT</b>						
BLUE LAKE METRO DISTRICT	BLUE LAKE SU	BLUE LAKE/BELLA VISTA SURCHARGE	10/19/2023	122,232.14	.00	
Total BLUE LAKE METRO DISTRICT:				122,232.14	.00	
<b>BLUEWATER ENGINEERING</b>						
BLUEWATER ENGINEERING	21112-001	10/23 - Water System Master Plan	10/11/2023	25,340.52	.00	
Total BLUEWATER ENGINEERING:				25,340.52	.00	
<b>CENTURY LINK</b>						
CENTURY LINK	1343-102223	10/23-303-659-1343-WW Plant	10/22/2023	146.15	.00	
CENTURY LINK	2474-101323	10/23-303-637-2474-Water Plant	10/13/2023	169.74	.00	
Total CENTURY LINK:				315.89	.00	
<b>CINTAS</b>						
CINTAS	4170866223	10/23-Town Hall Mats/Towels	10/16/2023	52.39	.00	
CINTAS	4172282201	10/23-Town Hall Mats/Towels	10/30/2023	52.39	.00	
Total CINTAS:				104.78	.00	
<b>COBRAHELP</b>						
COBRAHELP	298404	10/23 Cobra Consultant	10/15/2023	35.00	.00	
Total COBRAHELP:				35.00	.00	
<b>COLORADO ANALYTICAL LAB</b>						
COLORADO ANALYTICAL LAB	2310003075	SLUDGE	10/20/2023	494.00	.00	
COLORADO ANALYTICAL LAB	231003074	SLUDGE	10/20/2023	449.00	.00	
COLORADO ANALYTICAL LAB	231004120	WASTEWATER TESTING	10/11/2023	678.61	.00	
COLORADO ANALYTICAL LAB	231004127	WATER-DRINKING	10/12/2023	136.80	.00	
COLORADO ANALYTICAL LAB	231004137	WATER-DRINKING	10/11/2023	345.00	.00	
COLORADO ANALYTICAL LAB	231013043	WASTEWATER TESTING	10/20/2023	81.00	.00	
COLORADO ANALYTICAL LAB	231018073	WATER-DRINKING	10/19/2023	82.80	.00	
COLORADO ANALYTICAL LAB	231018092	WASTEWATER TESTING	10/19/2023	24.30	.00	
COLORADO ANALYTICAL LAB	231018114	WASTEWATER TESTING	10/25/2023	81.00	.00	
Total COLORADO ANALYTICAL LAB:				2,372.51	.00	
<b>COLORADO COMMUNITY MEDIA</b>						
COLORADO COMMUNITY MEDI	97522	10/23-Legal Notices-Ord BSB2733	10/13/2023	31.72	.00	
Total COLORADO COMMUNITY MEDIA:				31.72	.00	
<b>COLORADO DOORWAYS INC</b>						
COLORADO DOORWAYS INC	987483	ACCESS CONTROL LABOR	10/19/2023	93.33	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
COLORADO DOORWAYS INC	987483	ACCESS CONTROL LABOR	10/19/2023	93.33	.00	
COLORADO DOORWAYS INC	987483	ACCESS CONTROL LABOR	10/19/2023	93.34	.00	
Total COLORADO DOORWAYS INC:				280.00	.00	
<b>Comcast</b>						
Comcast	0288526-10162	11/23-Internet	10/16/2023	106.42	.00	
Comcast	0288526-10162	11/23-Internet	10/16/2023	106.42	.00	
Comcast	0288526-10162	11/23-Internet	10/16/2023	106.41	.00	
Comcast	0297386-10242	11/23-Internet	10/24/2023	187.88	.00	
Comcast	0297386-10242	11/23-Internet	10/24/2023	187.88	.00	
Comcast	0297386-10242	11/23-Internet	10/24/2023	187.88	.00	
Total Comcast:				882.89	.00	
<b>CONSOR ENGINEERS LLC</b>						
CONSOR ENGINEERS LLC	P170264CO.00-	09/23 - SP PA4	10/13/2023	520.00	.00	
CONSOR ENGINEERS LLC	P170264CO.00-	09/23 - QuikTrip	10/13/2023	812.50	.00	
CONSOR ENGINEERS LLC	P170264CO.00-	09/23 - Starbucks	10/13/2023	390.00	.00	
CONSOR ENGINEERS LLC	P170264CO.00-	09/23 - Altamira	10/13/2023	130.00	.00	
CONSOR ENGINEERS LLC	P170264CO.00-	09/23 - 2023 Comp Plan	10/13/2023	130.00	.00	
CONSOR ENGINEERS LLC	P170264CO.00-	09/23 -SMALLER TASKS	10/13/2023	1,425.00	.00	
CONSOR ENGINEERS LLC	P170264CO.00-	09/23 - DRT	10/13/2023	65.00	.00	
Total CONSOR ENGINEERS LLC:				3,472.50	.00	
<b>DENALI WATER SOLUTIONS LLC</b>						
DENALI WATER SOLUTIONS LL	INV616438	10/3-Sludge Hauling	10/12/2023	863.86	.00	
DENALI WATER SOLUTIONS LL	INV627983	10/10-Sludge Hauling	10/20/2023	840.47	.00	
DENALI WATER SOLUTIONS LL	INV629042	10/16-10/20-Sludge Hauling	10/26/2023	3,450.16	.00	
Total DENALI WATER SOLUTIONS LLC:				5,154.49	.00	
<b>DENISE RADEMACHER</b>						
DENISE RADEMACHER	10/23 KITCHEN	Breakroom supplies	10/20/2023	5.40	.00	
DENISE RADEMACHER	10/23 KITCHEN	Breakroom supplies	10/20/2023	5.40	.00	
DENISE RADEMACHER	10/23 KITCHEN	Breakroom supplies	10/20/2023	5.40	.00	
Total DENISE RADEMACHER:				16.20	.00	
<b>DPC INDUSTRIES INC</b>						
DPC INDUSTRIES INC	737004173-23	Chemicals	10/18/2023	2,026.29	.00	
DPC INDUSTRIES INC	737004249-23	CHEMICALS - WATER	10/19/2023	3,603.40	.00	
Total DPC INDUSTRIES INC:				5,629.69	.00	
<b>EQUIPMENTSHARE.COM INC</b>						
EQUIPMENTSHARE.COM INC	LUP-3027804-0	BACKHOE LOADER RENTAL	10/12/2023	2,195.14	.00	
Total EQUIPMENTSHARE.COM INC:				2,195.14	.00	
<b>ERB ELEMENT</b>						
ERB ELEMENT	12	11/23-Marketing Services	10/23/2023	666.67	.00	
ERB ELEMENT	12	11/23-Marketing Services	10/23/2023	666.67	.00	
ERB ELEMENT	12	11/23-Marketing Services	10/23/2023	666.66	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total ERB ELEMENT:				2,000.00	.00	
<b>FARMERS RESERVOIR &amp; IRRIGATION</b>						
FARMERS RESERVOIR & IRRIG	2027901-IN	10/23 - Schneider water adjustments	10/19/2023	336.32	.00	
Total FARMERS RESERVOIR & IRRIGATION:				336.32	.00	
<b>FASTENAL</b>						
FASTENAL	COFTL195919	SUPPLIES - PW	10/10/2023	3.61	.00	
Total FASTENAL:				3.61	.00	
<b>GENERATOR SOURCE LLC</b>						
GENERATOR SOURCE LLC	INV14373	Unit 60104 - Generator R&M	06/27/2023	2,799.27	.00	
GENERATOR SOURCE LLC	INV15401	Unit 60256 - Generator R&M	06/27/2023	2,161.72	.00	
GENERATOR SOURCE LLC	INV16723	Unit 60105 - Generator R&M	06/29/2023	4,363.70	.00	
GENERATOR SOURCE LLC	INV20645	Unit 60106 - Generator R&M	07/20/2023	2,521.48	.00	
Total GENERATOR SOURCE LLC:				11,846.17	.00	
<b>Heather Bowen</b>						
Heather Bowen	2023 CMCA CO	2023 CMCA CONFERENCE	10/23/2023	83.40	.00	
Heather Bowen	2023 CMCA CO	2023 CMCA CONFERENCE	10/23/2023	83.40	.00	
Heather Bowen	2023 CMCA CO	2023 CMCA CONFERENCE	10/23/2023	83.41	.00	
Total Heather Bowen:				250.21	.00	
<b>HOME DEPOT CREDIT SERVICES</b>						
HOME DEPOT CREDIT SERVIC	OCT 2023	Supplies - PW	10/13/2023	233.96	.00	
HOME DEPOT CREDIT SERVIC	OCT 2023	Supplies - WW	10/13/2023	299.70	.00	
HOME DEPOT CREDIT SERVIC	OCT 2023	Supplies - WW	10/13/2023	468.00	.00	
HOME DEPOT CREDIT SERVIC	OCT 2023	Supplies - PW	10/13/2023	49.94	.00	
Total HOME DEPOT CREDIT SERVICES:				1,051.60	.00	
<b>JVA INC</b>						
JVA INC	115167	9/23 - Elevated Water Storage Tank Design	09/30/2023	26,356.61	.00	
Total JVA INC:				26,356.61	.00	
<b>KONICA MINOLTA BUSINESS SOLUTIONS</b>						
KONICA MINOLTA BUSINESS S	289944917	10/23-Copier Lease-PD	10/18/2023	250.26	.00	
Total KONICA MINOLTA BUSINESS SOLUTIONS:				250.26	.00	
<b>KONICA MINOLTA PREMIER FINANCE</b>						
KONICA MINOLTA PREMIER FIN	512895467	11/23 Copier Lease	10/09/2023	43.96	.00	
KONICA MINOLTA PREMIER FIN	512895467	11/23 Copier Lease	10/09/2023	43.96	.00	
KONICA MINOLTA PREMIER FIN	512895467	11/23 Copier Lease	10/09/2023	43.97	.00	
Total KONICA MINOLTA PREMIER FINANCE:				131.89	.00	
<b>LIFE STORIES</b>						
LIFE STORIES	11-812	3RD Qtr Billing 2023	10/11/2023	156.00	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>Total LIFE STORIES:</b>				156.00	.00	
<b>LONG BUILDING TECHNOLOGIES INC</b>						
LONG BUILDING TECHNOLOGI	SCPAY0065765	10/23-HVAC Monthly Fee	10/10/2023	102.66	.00	
LONG BUILDING TECHNOLOGI	SCPAY0065765	10/23-HVAC Monthly Fee	10/10/2023	102.67	.00	
LONG BUILDING TECHNOLOGI	SCPAY0065765	10/23-HVAC Monthly Fee	10/10/2023	102.67	.00	
<b>Total LONG BUILDING TECHNOLOGIES INC:</b>				308.00	.00	
<b>LOUIS A. GRESH</b>						
LOUIS A. GRESH	OCT2023	10/23 Judicial Services	10/31/2023	600.00	.00	
<b>Total LOUIS A. GRESH:</b>				600.00	.00	
<b>MARTIN/MARTIN CONSULTING ENGINEERS</b>						
MARTIN/MARTIN CONSULTING	19.0580-00302	YTD 9/30/23 - Greenway Trail Reimb	10/13/2023	210.44	.00	
MARTIN/MARTIN CONSULTING	19.0580-00303	YTD 9/30/23 - General Services	10/19/2023	1,747.50	.00	
MARTIN/MARTIN CONSULTING	19.0580-00304	YTD 9/30/23 - Lochbuie Station Reimb	10/19/2023	115.00	.00	
MARTIN/MARTIN CONSULTING	19.0580-00305	YTD 9/30/23 - SP PA 4 Reimb	10/19/2023	15,019.02	.00	
MARTIN/MARTIN CONSULTING	19.0580-00306	YTD 9/30/23 - CR2 Widening	10/19/2023	4,852.78	.00	
MARTIN/MARTIN CONSULTING	19.0580-00307	YTD 9/30/23 - Antonoff Reimb	10/19/2023	2,827.50	.00	
<b>Total MARTIN/MARTIN CONSULTING ENGINEERS:</b>				24,772.24	.00	
<b>MEDICAL AIR SERVICES ASSOCIATION</b>						
MEDICAL AIR SERVICES ASSO	1665185	10/23 - Medical Transport Insurance	10/23/2023	.70	.00	
MEDICAL AIR SERVICES ASSO	1665185	10/23 - Medical Transport Insurance	10/23/2023	10.50	.00	
MEDICAL AIR SERVICES ASSO	1665185	10/23 - Medical Transport Insurance	10/23/2023	109.90	.00	
MEDICAL AIR SERVICES ASSO	1665185	10/23 - Medical Transport Insurance	10/23/2023	14.00	.00	
MEDICAL AIR SERVICES ASSO	1665185	10/23 - Medical Transport Insurance	10/23/2023	14.00	.00	
MEDICAL AIR SERVICES ASSO	1665185	10/23 - Medical Transport Insurance	10/23/2023	14.00	.00	
MEDICAL AIR SERVICES ASSO	1665185	10/23 - Medical Transport Insurance	10/23/2023	18.90	.00	
MEDICAL AIR SERVICES ASSO	1665185	10/23 - Medical Transport Insurance	10/23/2023	24.50	.00	
MEDICAL AIR SERVICES ASSO	1665185	10/23 - Medical Transport Insurance	10/23/2023	14.00	.00	
MEDICAL AIR SERVICES ASSO	1665185	10/23 - Medical Transport Insurance	10/23/2023	17.50	.00	
<b>Total MEDICAL AIR SERVICES ASSOCIATION:</b>				238.00	.00	
<b>MOUNTAIN STATES PIPE &amp; SUPPLY</b>						
MOUNTAIN STATES PIPE & SUP	INV27674	Water Meters / Supplies- ENDPOINTS	10/18/2023	2,782.76	.00	
MOUNTAIN STATES PIPE & SUP	INV27701	Water Meters / Supplies	10/20/2023	6,116.00	.00	
<b>Total MOUNTAIN STATES PIPE &amp; SUPPLY:</b>				8,898.76	.00	
<b>MUTUAL OF OMAHA</b>						
MUTUAL OF OMAHA	11012023	11/23 - Dental/Vision/Life/Disability	10/23/2023	35.43	.00	
MUTUAL OF OMAHA	11012023	11/23 - Dental/Vision/Life/Disability	10/23/2023	62.80	.00	
MUTUAL OF OMAHA	11012023	11/23 - Dental/Vision/Life/Disability	10/23/2023	210.69	.00	
MUTUAL OF OMAHA	11012023	11/23 - Dental/Vision/Life/Disability	10/23/2023	1,452.71	.00	
MUTUAL OF OMAHA	11012023	11/23 - Dental/Vision/Life/Disability	10/23/2023	148.81	.00	
MUTUAL OF OMAHA	11012023	11/23 - Dental/Vision/Life/Disability	10/23/2023	95.81	.00	
MUTUAL OF OMAHA	11012023	11/23 - Dental/Vision/Life/Disability	10/23/2023	95.80	.00	
MUTUAL OF OMAHA	11012023	11/23 - Dental/Vision/Life/Disability	10/23/2023	279.96	.00	
MUTUAL OF OMAHA	11012023	11/23 - Dental/Vision/Life/Disability	10/23/2023	160.51	.00	
MUTUAL OF OMAHA	11012023	11/23 - Dental/Vision/Life/Disability	10/23/2023	195.34	.00	
MUTUAL OF OMAHA	11012023	11/23 - Dental/Vision/Life/Disability	10/23/2023	114.65	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total MUTUAL OF OMAHA:				2,852.51	.00	
<b>NAPA AUTO PARTS</b>						
NAPA AUTO PARTS	3527-460838	460726 CREDIT	10/11/2023	186.22-	.00	
NAPA AUTO PARTS	3527-460838	Parts	10/11/2023	142.46	.00	
NAPA AUTO PARTS	3527-461607	Parts	10/17/2023	23.38	.00	
NAPA AUTO PARTS	3527-461607	Parts	10/17/2023	23.38	.00	
NAPA AUTO PARTS	3527-461617	BIG SHOT CAN	10/17/2023	32.31	.00	
NAPA AUTO PARTS	3527-461617	BIG SHOT CAN	10/17/2023	32.31	.00	
Total NAPA AUTO PARTS:				67.62	.00	
<b>ORKIN</b>						
ORKIN	250820662	11/23 - Pest Control - Town Hall	10/25/2023	156.99	.00	
Total ORKIN:				156.99	.00	
<b>POCKET PRESS INC</b>						
POCKET PRESS INC	134478	PD- CRIMINAL LAWS	10/20/2023	259.87	.00	
Total POCKET PRESS INC:				259.87	.00	
<b>RAMEY ENVIRONMENTAL COMPLIANCE</b>						
RAMEY ENVIRONMENTAL COM	26523	10/23 Wastewater Services	10/22/2023	12,420.28	.00	
RAMEY ENVIRONMENTAL COM	26523	10/23 Water Services	10/22/2023	12,420.27	.00	
RAMEY ENVIRONMENTAL COM	26523	10/23 Water Services LAB	10/22/2023	108.71	.00	
RAMEY ENVIRONMENTAL COM	26523	10/23 Water Services LAB	10/22/2023	341.16	.00	
RAMEY ENVIRONMENTAL COM	26523	10/23 Water Services	10/22/2023	1,108.31	.00	
RAMEY ENVIRONMENTAL COM	26523	10/23 Wastewater Services LAB SUPPLIES	10/22/2023	32.70	.00	
RAMEY ENVIRONMENTAL COM	26523	10/23 Wastewater Supplies	10/22/2023	75.90	.00	
Total RAMEY ENVIRONMENTAL COMPLIANCE:				26,507.33	.00	
<b>SAFEGUARD BUSINESS SYSTEMS INC</b>						
SAFEGUARD BUSINESS SYSTE	9002860652	CHECKS	10/22/2023	150.41	.00	
SAFEGUARD BUSINESS SYSTE	9002860652	CHECKS	10/22/2023	150.41	.00	
SAFEGUARD BUSINESS SYSTE	9002860652	CHECKS	10/22/2023	150.40	.00	
Total SAFEGUARD BUSINESS SYSTEMS INC:				451.22	.00	
<b>STERICYCLE INC</b>						
STERICYCLE INC	8005039036	9/23-Shredding Service	10/18/2023	7.50	.00	
STERICYCLE INC	8005039036	9/23-Shredding Service	10/18/2023	7.50	.00	
STERICYCLE INC	8005039036	9/23-Shredding Service	10/18/2023	7.50	.00	
STERICYCLE INC	8005039036	9/23-Shredding Service	10/18/2023	7.50	.00	
Total STERICYCLE INC:				30.00	.00	
<b>STRIGLOS COMPUTER CENTER</b>						
STRIGLOS COMPUTER CENTE	s23101602	2023 TM WF Stnd Renewal - 1 yr	10/17/2023	50.67	.00	
STRIGLOS COMPUTER CENTE	s23101602	2024 TM WF Stnd Renewal - 1 yr	10/17/2023	126.67	.00	
STRIGLOS COMPUTER CENTE	s23101602	2025 TM WF Stnd Renewal - 1 yr	10/17/2023	25.34	.00	
STRIGLOS COMPUTER CENTE	s23101602	2026 TM WF Stnd Renewal - 1 yr	10/17/2023	25.33	.00	
STRIGLOS COMPUTER CENTE	s23101602	2027 TM WF Stnd Renewal - 1 yr	10/17/2023	25.33	.00	
STRIGLOS COMPUTER CENTE	s23101602	2028 TM WF Stnd Renewal - 1 yr	10/17/2023	253.33	.00	
STRIGLOS COMPUTER CENTE	s23101602	2029 TM WF Stnd Renewal - 1 yr	10/17/2023	253.33	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total STRIGLOS COMPUTER CENTER:				760.00	.00	
<b>THE ARTWORKS UNLIMITED LLC</b>						
THE ARTWORKS UNLIMITED LL	985838	Decals - Repaired PD Vehicle - Unit 2201	10/19/2023	380.00	.00	
Total THE ARTWORKS UNLIMITED LLC:				380.00	.00	
<b>TIER ONE NETWORKING LLC</b>						
TIER ONE NETWORKING LLC	TIN-23-1047	IT Equipment - New Equipment	10/16/2023	616.67	.00	
TIER ONE NETWORKING LLC	TIN-23-1047	IT Equipment - New Equipment	10/16/2023	5,606.00	.00	
TIER ONE NETWORKING LLC	TIN-23-1047	IT Equipment - New Equipment	10/16/2023	616.67	.00	
TIER ONE NETWORKING LLC	TIN-23-1047	IT Equipment - New Equipment	10/16/2023	616.66	.00	
Total TIER ONE NETWORKING LLC:				7,456.00	.00	
<b>TJ Roberts</b>						
TJ Roberts	SANTA DEPOSI	2023 Santa	10/17/2023	100.00	.00	
Total TJ Roberts:				100.00	.00	
<b>TOWN OF CASTLE ROCK</b>						
TOWN OF CASTLE ROCK	TOL 2023-03	3rd Qtr Raw Water Service & Delivery	10/13/2023	160.80	.00	
Total TOWN OF CASTLE ROCK:				160.80	.00	
<b>TRI-TECH FORENSICS INC</b>						
TRI-TECH FORENSICS INC	00936597	PD- CFR kit	10/18/2023	938.85	.00	
TRI-TECH FORENSICS INC	00937523	PD- hexgrid headrest	10/23/2023	107.10	.00	
Total TRI-TECH FORENSICS INC:				1,045.95	.00	
<b>UNITED POWER</b>						
UNITED POWER	1499601-10132	09/23 Greenbelt Park	10/13/2023	43.85	.00	
UNITED POWER	19275500-1025	09/23 Town Hall Streetlights	10/25/2023	39.30	.00	
UNITED POWER	19275500-1025	10/23 Town Hall Streetlights	10/25/2023	39.30	.00	
UNITED POWER	22560700-1027	10/23 1643.5 CR2	10/27/2023	23.10	.00	
Total UNITED POWER:				145.55	.00	
<b>UPSTATE COLO ECONOMIC DEVELOP</b>						
UPSTATE COLO ECONOMIC DE	10092023	2023 Annual Dues	10/09/2023	10,000.00	.00	
Total UPSTATE COLO ECONOMIC DEVELOP:				10,000.00	.00	
<b>USA BLUE BOOK</b>						
USA BLUE BOOK	INV00153647	10/23 Water Lab Supplies	10/04/2023	324.66	.00	
USA BLUE BOOK	INV00169240	10/23- WW Lab Supplies	10/18/2023	206.83	.00	
USA BLUE BOOK	INV00171900	10/23 Water Lab Supplies	10/20/2023	129.97	.00	
Total USA BLUE BOOK:				661.46	.00	
<b>WELD COUNTY SHERIFFS OFFICE</b>						
WELD COUNTY SHERIFFS OFFI	3439 092023	Detention Center billing - 342466	10/23/2023	75.65	.00	
Total WELD COUNTY SHERIFFS OFFICE:				75.65	.00	



Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>WESTERN HOIST &amp; CRANE LLC</b>						
WESTERN HOIST & CRANE LLC	1992	WWTP - UV BUILDING	10/11/2023	464.00	.00	
Total WESTERN HOIST & CRANE LLC:				464.00	.00	
<b>WORTH HYDROCHEM</b>						
WORTH HYDROCHEM	12579IN	Water Chemicals	10/24/2023	2,314.40	.00	
Total WORTH HYDROCHEM:				2,314.40	.00	
<b>XCEL ENERGY</b>						
XCEL ENERGY	850231740	10/23 Water Plant	10/24/2023	101.25	.00	
XCEL ENERGY	850375028	10/23 PW	10/24/2023	47.08	.00	
XCEL ENERGY	850375028	10/23 PW	10/24/2023	47.07	.00	
Total XCEL ENERGY:				195.40	.00	
Grand Totals:				333,644.23	.00	

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

Town Trustees: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Town Clerk: \_\_\_\_\_

Town Treasurer: \_\_\_\_\_

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.



**703 Weld County Road 37  
BOARD OF TRUSTEES  
REGULAR MEETING  
October 17, 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**

**CALL TO ORDER**

Mayor Pro Tem Jeffery called the meeting to order at 6:31 PM.

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

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

Absent: Mayor Mahoney  
Trustee White

**APPROVAL OF AGENDA**

*Motion made by Trustee Coen seconded by Trustee Bristow to approve the agenda. Motion carried 5-0.*

**PUBLIC COMMENT**

Dave Ott, 803 Spruce Place, stated that he would like to be able to call town hall during business hours and speak to a person without having to select options that lead you either to a person or their voicemail.

**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 (\$290,627.92)
- b. October 3, 2023 Minutes

*Motion made by Trustee Bristow seconded by Trustees Tapey and Coen to approve the consent agenda. Motion carried 5-0.*

## **ACTION ITEMS**

- a. Resolution 2023-44 Authorizing The Submission Of A Grant Application To The Colorado Department Of Transportation Special Highway Committee And The Colorado Municipal League For Grant Funding Assistance For Replacement Of The Bridge Structure Located Over The Beebe Seep Canal On Weld County Road 4

Chris Larmon, Public Works Director, stated that this resolution authorizes town staff to submit a grant application to the Special Highway Committee of CDOT through CML, and shows Town support for that application.

*Motion made by Trustee Tapey seconded by Trustee Bristow to approve Resolution 2023-44 Authorizing The Submission Of A Grant Application To The Colorado Department Of Transportation Special Highway Committee And The Colorado Municipal League For Grant Funding Assistance For Replacement Of The Bridge Structure Located Over The Beebe Seep Canal On Weld County Road 4. Motion carried 5-0.*

- a. Resolution 2023-45 Appointing A.J. Euckert As The Town Administrator And Approving An Employment Agreement With Mr. Euckert

Maureen Juran, Town Attorney, stated that with the direction of the Board of Trustees, staff was able to reach an employment agreement with Mr. Euckert. Jhazmin Thomas, Human Resources Manager, worked on this and the agreement aligns with the parameters the board set. Mr. Euckert is here and ready to be sworn in if this agreement is approved, as this is the last meeting before he would begin work on October 25<sup>th</sup>. She offered her personal thank you to Mr. Stamey for stepping in when we needed him.

*Motion made by Trustee Coen seconded by Trustee Tapey to approve Resolution 2023-45 Appointing A.J. Euckert As The Town Administrator And Approving An Employment Agreement With Mr. Euckert. Motion carried 5-0.*

Mayor Pro Tem Jeffery administered A.J. Euckert's Oath of Office.

## **STAFF REPORTS**

### A. Finance/Treasurer

Denise Rademacher, Finance Director, shared the September financial reports and stated that the quarterly reports will be presented next month.

### B. Police

Chief McCoy stated that the department just hired one officer who has been in FTO for a few weeks and is doing well. There will be interviews to hire another officer in a few weeks.

### C. Water/Wastewater

Wayne Ramey, Ramey Environmental, shared that the wastewater plant flows are up. There were some power outages last month, but the generators started up fine with the new ATS. Water usage is down. He provided an update on the progress of CIP projects.

### D. Public Works

Chris Larmon, Public Works Director, shared that his department is working on getting the skate park removed. Phase 1 of construction on Weld County Road 2 is on schedule. Phase 2 is under review and will hopefully be able to start right after phase 1 is completed.

### E. Community Development

Christopher Kennedy, Community Development Director, reminded the board of the survey that was created to gather feedback and ideas for the Comprehensive Plan update. The survey is on the website, and everyone is encouraged to participate. He has

been meeting with developers about the possibility of a new residential development north of the Blue Lake subdivision. DR Horton plans to submit a proposal to replat a 24-acre property east of the elementary school. It is currently entitled for multi-family apartments, but they would like to explore the possibility of single family due to traffic concerns.

F. Town Clerk

Heather Bowen, Town Clerk, reminded the board of the Weld County Annual Dinner to be held on October 26<sup>th</sup>.

G. Human Resources

Jhazmin Thomas, Human Resources Manager, stated that two new employees have been hired, one starts November 1<sup>st</sup>. She is working on an annual community report and open enrollment.

H. Town Administrator

Steve Stamey, Town Administrator, shared that staff is looking at December 14<sup>th</sup> for a holiday party at Wholly Stromboli. He shared that the board has an excellent staff working for the Town.

**MAYOR AND TRUSTEE COMMENTS**

Trustee Tapey shared that she looked at the numbers from Ms. Thomas' report showing the number of people visiting the website and Facebook and it is great that so many people are using those to get information. She thanked Christopher Kennedy for his work with the Silver Peaks HOA in getting information updated.

Trustee Wescott thanked Steve Stamey and stated it was fun to work with him again. She is looking forward to getting to know A.J. Euckert and it is a pleasure having him on board.

Trustee Coen shared that the CML Policy committee meetings have started again so she will provide updates to A.J. Euckert as she attends the meetings. She has agreed to serve on the District Accountability Committee for RE-3J in her capacity as a private citizen, but hopefully it will allow her to bring information back to the board. She thanked Steve Stamey, it has been a pleasure to work together.

Mayor Pro Tem Jeffery thanked staff for their great reports, hard work, and collaborative effort in the office. She thanked Steve Stamey, wished him the best and hopes he has fun in his retirement. She looks forward to working with A.J. Euckert and getting to know him.

**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 6:56 PM.

\_\_\_\_\_  
Heather Bowen  
Town Clerk

\_\_\_\_\_  
Jamie Jeffery  
Mayor Pro Tem

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



## Agenda Item Summary

MEETING DATE: November 7, 2023

SUBJECT: Authorized Signers for Bank and Investment Accounts

PRESENTED BY: Heather Bowen, Town Clerk

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### SUMMARY

The attached resolution adds the new Town Administrator, Mr. Aaron J. Euckert (“A.J. Euckert”) as a signer on Town of Lochbuie bank and investment accounts.

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### FINANCIAL CONSIDERATIONS

N/A

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### STAFF RECOMMENDATION/ACTION REQUIRED

Staff offers the following motion for your consideration:

“I move to adopt Resolution No. 2023-46, A Resolution of the Board of Trustees of the Town of Lochbuie, Colorado, Approving Authorized Signatures for Bank and Investment Accounts.”

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### ATTACHMENTS

Resolution No. 2023 - 46 – A Resolution of the Board of Trustees of the Town of Lochbuie, Colorado, Approving Authorized Signatures for Bank and Investment Accounts

**TOWN OF LOCHBUIE, COLORADO  
COUNTIES OF ADAMS AND WELD  
STATE OF COLORADO  
RESOLUTION NO. 2023-46**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF  
LOCHBUIE, COLORADO, APPROVING AUTHORIZED SIGNATURES FOR BANK AND  
INVESTMENT ACCOUNTS**

**WHEREAS**, the former Interim Town Administrator, Stephen Stamey, has been removed from all accounts; and

**WHEREAS**, the Town has appointed Aaron J. Euckert (“A.J. Euckert”) as the Town Administrator; and

**WHEREAS**, as a result of the foregoing, the authorized signatories on bank cards and investment accounts need to be updated.

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

**Section 1.** Aaron J. Euckert (“A.J. Euckert”) will be added to the following accounts:

<b>Account Name</b>	<b>Account Number Last-4 Digits</b>
JP Morgan Chase	0195
JP Morgan Chase	0505
JP Morgan Chase	3561
JP Morgan Chase	3583
JP Morgan Chase	3595
JP Morgan Chase	3572
CSafe	23-02
ColoTrust	7331
CSIP	4001
JP Morgan Securities	5585

**Section 2.** The following are hereby authorized as signatories on the Town of Lochbuie JP Morgan Chase Operating account ending in 0195:

Michael Mahoney, Mayor \_\_\_\_\_  
Jamie Jeffery, Mayor Pro Tem \_\_\_\_\_  
Heather Bowen, Town Clerk \_\_\_\_\_  
Aaron J. Euckert, Town Administrator \_\_\_\_\_

**Section 3. Effective Date.** This resolution shall become effective immediately upon approval by the Board of Trustees.

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

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

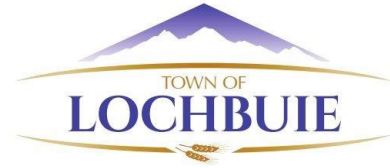
**INTRODUCED, READ, PASSED, AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023**

**TOWN OF LOCHBUIE, COLORADO**

By \_\_\_\_\_  
Jamie Jeffery, Mayor Pro Tem

**ATTEST:**

By: \_\_\_\_\_  
Heather Bowen, Town Clerk



## Agenda Item Summary

MEETING DATE: November 7, 2023

SUBJECT: Resolution 2023-47, Auditing Engagement Letter

PRESENTED BY: Denise Rademacher, Finance Director

### SUMMARY / BACKGROUND

Annually, the Town must undergo a financial audit performed by an outside independent professional accounting firm. In 2022, staff issued an RFP for Independent Professional Auditing Services, and the Board awarded the contract to Haynie & Company based on price, references, experience, and staff dedicated to the Town's audit. The RFP anticipated a 5-year engagement. 2023 will be the second year with Haynie & Company.

### FINANCIAL CONSIDERATIONS

The 2024 fee will be \$24,000 for the audit services and \$5,000 for the financial statement preparation services for a total of \$29,000. The cost of a Single Audit, if required, will be \$8,000. The 2022 audit was \$24,000. Staff inquired as to the increase and Haynie & Company cited "cost increases related to investments in technology, training, and retention of qualified staff and they remain committed to delivering a valued service with a focus on professionalism."

The 2024 Proposed Budget includes \$30,000 as staff does not anticipate a Single Audit being required.

### RECOMMENDATION/ACTION REQUIRED

Staff recommends the following motion:

"I move to approve Resolution No. 2023 - 47 -Approving An Auditing Services Engagement Agreement with Haynie & Company For the 2023 Audit

### ATTACHMENTS

Resolution No. 2023 - 47 - A Resolution of The Board of Trustees of The Town of Lochbuie, Colorado, Approving An Auditing Services Engagement Agreement with Haynie & Company For the 2023 Audit

Audit Engagement Letter



**TOWN OF LOCHBUIE  
COUNTIES OF WELD AND ADAMS  
STATE OF COLORADO**

**RESOLUTION NO. 2023-47**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF LOCHBUIE,  
COLORADO, APPROVING AN AUDITING SERVICES ENGAGEMENT  
AGREEMENT WITH HAYNIE & COMPANY FOR THE 2023 AUDIT**

**WHEREAS**, the Town of Lochbuie is required by law to perform certain accounting and auditing of its annual budget and appropriations; and

**WHEREAS**, the Town issued an RFP for auditing services in 2022 and selected Haynie & Company to perform annual auditing of the Town for a period of up to 5 years; and

**WHEREAS**, the Town desires to enter into an Engagement Agreement in the form attached hereto with Haynie & Company to perform the audit of the Town’s financial statements for fiscal year 2023 as set forth therein.

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

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 the Engagement Agreement in the form attached hereto as Exhibit A.

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

**ADOPTED THIS 7<sup>TH</sup> DAY OF NOVEMBER, 2023.**

**TOWN OF LOCHBUIE, COLORADO**

**ATTEST:**


\_\_\_\_\_  
Mayor or Mayor Pro Tem


By: \_\_\_\_\_  
Heather Bowen, Town Clerk

**EXHIBIT A**  
**Audit Engagement Letter**  
**2023 Audit**



1221 W. Mineral Avenue, Suite 202  
Littleton, CO 80120

 303-734-4800

 303-795-3356

 [www.HaynieCPAs.com](http://www.HaynieCPAs.com)

October 10, 2023

Denise Rademacher, Town Representative  
Town of Lochbuie  
703 WCR 37  
Lochbuie, Colorado 80603

Dear Ms. Rademacher:

We are pleased to confirm our understanding of the services we are to provide Town of Lochbuie, Colorado (the “Town”) for the year ended December 31, 2023.

### **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements of Town of Lochbuie, Colorado as of and for the year ended December 31, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management’s discussion and analysis (MD&A), to supplement Town of Lochbuie, Colorado’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board (GAAS) who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Town of Lochbuie, Colorado’s RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements.

We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management’s Discussion and Analysis.
- 2) General Fund budget and actual schedules.
- 3) Conservation Trust Fund budget and actual schedules.
- 4) Pension and OPEB schedules

We have also been engaged to report on supplementary information other than RSI that accompanies Town of Lochbuie, Colorado's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- 1) Proprietary funds budget and actual schedules.
- 2) Debt Service requirements schedule
- 3) History of assessed valuation

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

- 1) Local Highway Finance Report

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

#### **Auditor's Responsibilities for the Audit of the Financial Statements**

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial

statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of the financial statements does not relieve you of your responsibilities.

#### **Audit Procedures—Internal Control**

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

We have identified the following significant risks of material misstatement as part of our audit planning:

- Improper revenue recognition due to fraud
- Management override of controls

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those

procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

### **Other Services**

We will also prepare the financial statements of Town of Lochbuie in conformity with accounting principles generally accepted in the United States of America based on information provided by you.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

### **Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation

of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash or other confirmations we request and will locate any invoices selected by us for testing.

We will provide copies of our reports to the Town Board; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Haynie & Company and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

Christine McLeod is the engagement partner and is responsible for supervising the engagement and signing the report. We expect to begin our audit in April 2024 and to issue our reports no later than July 2024.

Our fee for these services, including expenses, will be \$24,000 for the audit services and \$5,000 for the financial statement preparation services, for a total of \$29,000. If a Single Audit is required, the fee for that engagement will be \$8,000. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time or additional services are necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

### **Reporting**

We will issue a written report upon completion of our audit of Town of Lochbuie's financial statements. Our report will be addressed to The Honorable Mayor and the Town Board of Trustees of the Town of Lochbuie. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will

Town of Lochbuie, Colorado

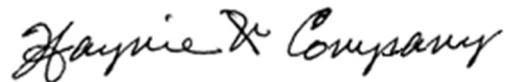
October 10, 2023

Page 6

discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to the Town of Lochbuie, Colorado and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



RESPONSE:

This letter correctly sets forth the understanding of Town of Lochbuie, Colorado.

Management Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date:

Governance Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_





# Agenda Item Summary

MEETING DATE: November 7, 2023

SUBJECT: Ordinance 2023-685 - 2024 Wastewater Utility Rate and Fee Increases

PRESENTED BY: Denise Rademacher, Finance Director

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## SUMMARY / BACKGROUND

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The Board of Trustees previously authorized and funded an update to the town's Wastewater Master Plan and to complete a comprehensive study of the town's water and wastewater utility rates. Two consultants were retained in early 2021. Aqua Engineering was hired to prepare an update to the Wastewater Master Plan and Raftelis was hired to perform the rate study.

Although both worked in concert and shared a great deal of information, each study was completed independently. Each study complements the other and together they form a strong foundation for making important policy decisions, such as amending water and wastewater utility rates and planning for significant capital expenditures in the future.

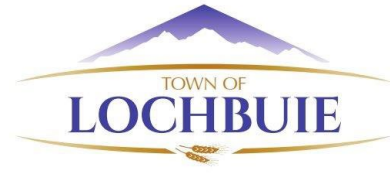
Both studies were approved by the Lochbuie Sewer Board and the Lochbuie Town Board.

Also, the Lochbuie Municipal Sewer Board met on September 28, 2023, to consider and approve increases to the Wastewater Utility rates and connection fees.

It is now time for Town Board action on rate and fee increases.

Here is some key information:

- The 2022 rate study recommended a 0% increase in water rates and a 3% increase in wastewater user and volumetric rates through 2027. The result would be an actual increase of \$1.00 per month for a typical residential user. These increases were approved by the Lochbuie Sewer Board on September 28, 2023.
- One time connection fees to the Wastewater Utility are necessary as outlined in the attached ordinance. Connection fees are paid at the time a Building Permit is issued for new construction projects. Staff recommends a 3% increase to the Sewer PIF rates. These increases were approved by the Lochbuie Sewer Board on September 28, 2023.
- The town's water and wastewater utilities function as "enterprises" within town government. They each have their own budget and function as separate business units. Revenue received, via utility billing, is allocated to each fund and remains there for the operation, maintenance, and capital replacement for each utility. Enterprise funds are not comingled with the town's General Fund dollars.



- Inflation continues to impact every aspect of the town's operations.
- The town's current rates and connection fees are competitive compared to other communities in the area. The modest changes recommended will enable the town to maintain its competitive position while allowing for the financially sound operation of each utility.

## STAFF RECOMMENDATION / ACTION REQUIRED

Staff recommends adopting the attached ordinance amending Wastewater Utility Plant Investment Fees and User Rates via the following motion:

"I move to adopt Ordinance 2023-685, an Ordinance amending the Town of Lochbuie 2011 Fee Schedule to increase the Sewer Plant Investment Fees and User Rates as previously approved by the Lochbuie Municipal Sewer Board."

**TOWN OF LOCHBUIE  
COUNTIES OF WELD AND ADAMS  
STATE OF COLORADO  
ORDINANCE NO. 2023-685**

**AN ORDINANCE AMENDING THE TOWN OF LOCHBUIE 2011 FEE SCHEDULE TO INCREASE THE SEWER PLANT (TREATMENT AND COLLECTION) INVESTMENT FEES AND USER RATES**

**WHEREAS**, the Town of Lochbuie ("Town") is a Colorado statutory town that, through its Wastewater Enterprise, owns and operates a wastewater treatment plant and supply system; and

**WHEREAS**, in accordance with Section 2-2-180 of the Lochbuie Municipal Code, the Board of Trustees ("Board") of the Town is authorized to establish, suspend, repeal and amend by resolution those rates, tolls, charges and fees imposed by the Town; and

**WHEREAS**, Sections 31-35-615 and 31-35-701, C.R.S., authorize the Town to fix rates for connection with its sewerage system by ordinance as may be just, reasonable and necessary; and

**WHEREAS**, by Resolution No. 2011-4, the Board of Trustees adopted the 2011 Fee Schedule for the Town of Lochbuie, which is currently in effect except as may have been amended by intervening resolution or ordinance of the Board, including without limitation Ordinance 623 setting wastewater rates effective January 1, 2018; and

**WHEREAS**, the Town imposes wastewater plant investment fees ("PIFs") on new development within the Town to defray the costs of capital improvements needed to sustain and grow the wastewater treatment system and imposes user rates on customers to defray the costs of operating and maintaining the wastewater treatment plant and system; and

**WHEREAS**, the Town is a party to the First Amended and Restated Beebe Draw Wastewater Service Agreement entered into on August 14, 2009, by and between the Town of Lochbuie, the City of Brighton and the South Beebe Draw Metropolitan District ("WSA"), which required the Town to establish the Lochbuie Sewer Board as authorized by Section 31-35-501, *et seq.* C.R.S.; and

**WHEREAS**, the WSA governs the actions of the Lochbuie Sewer Board in setting PIF rates and user rates for funding the construction and operation of the Lochbuie Wastewater Treatment Plant; and

**WHEREAS**, the WSA does not govern the action of the Town in setting PIF rates for the Town's wastewater collection system; and

**WHEREAS**, Section 3.26.1 of the WSA provides that the annual setting of user rates shall require a supermajority concurring vote of four (4) voting members of the Lochbuie Sewer Board (with provisions if a supermajority vote cannot be obtained); and

**WHEREAS**, Section 3.26.2 of the WSA provides that the annual setting of user rates shall require a supermajority concurring vote of four (4) voting members of the Lochbuie Sewer Board (with provisions if a supermajority vote cannot be obtained); and

**WHEREAS**, in 2022, the Lochbuie Sewer Board and the Town Board of Trustees undertook a study of the wastewater treatment plant and sewer system capital improvement needs and rates, which study was presented to and considered by the Sewer Board and the Town Board of Trustees; and

**WHEREAS**, consistent with the decision of the Lochbuie Sewer Board dated November 3, 2022, in 2023 the Town took action to raise the sewer Plant Investment Fees required of new development within the Town and to raise the volumetric based sewer user fees starting January 1, 2023; and

**WHEREAS**, based on the 2022 study presented to the Lochbuie Sewer Board in 2022 and on the 2024 budget presentation made to the Lochbuie Sewer Board in August 2023, the Lochbuie Sewer Board, on September 28, 2023, approved a 3% increase for PIF rates and user rates for funding the construction and operation of the Lochbuie Wastewater Treatment Plant (excluding PIF rates for the Town’s wastewater collection system); and

WHEREAS, the Town Board of Trustees finds that the previously adopted fees charged by the Town to defray necessary capital improvement costs associated with the Town’s wastewater collection system should be increased in amounts recommended in the study and approved by the Lochbuie Sewer Board starting as set forth below.

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

**Section 1. Revisions to Fee Schedule.** The Revised 2011 Fee Schedule previously adopted by Resolution 2011-4 is further amended to increase Wastewater Treatment Plant PIFs and Wastewater Collection System PIFs and user fees as shown in the charts below.

A. Effective upon January 1, 2024, sewer treatment PIF rates shall be adjusted as follows:

5/8" tap Lochbuie & 3/4" tap Lochbuie / Brighton	\$4,975
1" tap	\$8,308
1 ½" tap	\$16,567
2" tap	\$26,516
3" tap	\$53,082
4" tap	\$82,931

B. Effective upon January 1, 2024, sewer collection PIF rates shall be adjusted as follows:

5/8" tap Lochbuie & 3/4" tap Lochbuie / Brighton	\$4,017
1" tap	\$6,695
1 1/2" tap	\$13,390
2" tap	\$21,424
3" tap	\$42,848
4" tap	\$66,950

C. Effective with the first meter reading (rates to be applied to all usage measured at such reading) in 2024, sewer user base and volumetric rates shall be as follows:

<b>Customer Type</b>	<b>Monthly Base Rate \$ per Bill</b>
Residential	\$15.12
Commercial	\$37.80
Schools	\$23.07

Lochbuie Volumetric Rate (per 1,000 gallons)	\$4.78
Brighton Wholesale Rate (per 1,000 gallons)	\$4.19

**Section 2. Severability.** If any provision of this Ordinance, or the application of such provision to any person or circumstance, is for any reason held to be invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable. The Board of Trustees hereby declares that it would have passed this Ordinance and each provision thereof, even though any one of the provisions might be declared unconstitutional or invalid. As used in this Section, the term “provision” means and includes any part, division, subdivision, section, subsection, sentence, clause or phrase; the term “application” means and includes an application of an ordinance or any part thereof, whether considered or construed alone or together with another ordinance or ordinances, or part thereof, of the Town.

**Section 3. Safety Clause.** The Board of Trustees hereby finds, determines and declares that this Ordinance is promulgated 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 object sought to be obtained.

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

**Section 5. Effective Date.** This Ordinance shall take effect thirty (30) days after publication, as provided by C.R.S. § 31-16-105 and Sections 1-3-60 and 2-2-110 of the Lochbuie Municipal Code.

ADOPTED by a vote of \_\_\_ in favor, \_\_\_ against and \_\_\_ abstaining, AND ORDERED PUBLISHED by title only this \_\_\_ day of \_\_\_\_\_, 2023.

TOWN OF LOCHBUIE, COLORADO

\_\_\_\_\_  
Jamie Jeffery, Mayor Pro Tem

I hereby certify that the above Ordinance was adopted by the Board of Trustees of the Town of Lochbuie at its meeting of \_\_\_\_\_, 2023, and ordered published by title only one time by *The Brighton Blade* newspaper on \_\_\_\_\_, 2023.

\_\_\_\_\_  
Heather Bowen, Town Clerk



## Agenda Item Summary

**MEETING DATE:** November 7, 2023

**SUBJECT:** Resolution 2023-48 to approve an intergovernmental agreement with Weld County School District RE-3(J), to govern the remittance of collected School Capital Facility Funding Shortfall Contributions

**PRESENTED BY:** Maureen Juran, Town Attorney  
Denise Rademacher, Finance Director

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### SUMMARY

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On the consent agenda for November 7, 2023, is consideration of Resolution 2023-48 which will approve an intergovernmental agreement with Weld County School District RE-3(J) ("School District") to govern the remittance of collected School Capital Facility Funding Shortfall Contributions.

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### BACKGROUND

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The Town is a party to several annexation and development agreements with third party land developers that voluntarily annexed land into the Town and voluntarily and contractually agreed to provide funding to help offset capital construction needs for education ("School Funds"), to include the annexors of Silver Peaks, Blue Lakes and Lochbuie Station. The Town has been collecting the School Funds in accordance with the annexation agreements and has previously and desires to continue to remit such School Funds to the School District.

The School Funds are collected on building permits and the current amount of School Funds held is approximately \$446,144.00. The Town has not previously had an agreement with the School District to govern the terms and conditions by which the Town will remit the School Funds. Staff has negotiated an intergovernmental agreement with the School District that provides:

1. That the Town will continue to collect the School Funds as authorized by the relevant annexation agreement and will remit them to the School District from time to time (goal of Finance Director is to remit them monthly).
2. That School Funds are to be used for the limited purpose of school site acquisition,

development, and expansion of school facilities and for the planning and development of such acquisitions, development, and expansions in a manner *which benefits the residential dwelling units of the Town and that benefits students in and/or from the Town*. This restriction allows the use of the School Funds for acquisition, development, and expansion of school facilities located *only within the Town of Lochbuie* but defers to the School District on the time for, nature, method, location and extent of such planning.

3. That the School District establishes and maintains an accounting system to ensure that all School Funds it receives are expended in accordance with the IGA and that the Town has the right to request an accounting from the Superintendent of the School District concerning the expenditure of School Funds revenues received from the Town.

### **STAFF RECOMMENDATION/ACTION REQUIRED**

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Staff recommends that the Board approve Resolution No. 48 by approving the consent agenda. If a member of the Board wants to discuss Resolution, the item should be removed from the consent agenda before the vote on the consent agenda.

### **ATTACHMENTS**

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Resolution 2023-48, approving an intergovernmental agreement with the School District to govern the remittance of collected School Funds and the IGA attached to the resolution as Exhibit A.



**TOWN OF LOCHBUIE  
COUNTIES OF WELD AND ADAMS  
STATE OF COLORADO**

**RESOLUTION NO. 2023-48**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF LOCHBUIE,  
COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT  
CONCERNING REMITTANCE OF SCHOOL CAPITAL FACILITY FUNDING  
SHORTFALL CONTRIBUTIONS**

**WHEREAS**, The Town is currently party to several annexation and development agreements with third party land developers that voluntarily annexed land into the Town and voluntarily and contractually agreed to provide funding to help offset capital construction needs for education (“School Funds”); and

**WHEREAS**, the Town has been collecting the School Funds in accordance with the annexation agreements and has previously and desires to continue to remit such School Funds to the Weld County School District RE-3(J) subject to the terms and conditions of an intergovernmental agreement with the Town; and

**WHEREAS**, Town Staff has negotiated the terms of an Intergovernmental Agreement Concerning Remittance Of School Capital Facility Funding Shortfall Contributions (“IGA”) to outline such terms and conditions.

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

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 the IGA in the form attached hereto as Exhibit A.

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

**ADOPTED THIS 7<sup>TH</sup> DAY OF NOVEMBER, 2023.**

**TOWN OF LOCHBUIE, COLORADO**

**ATTEST:**

\_\_\_\_\_  
Jamie Jeffery, Mayor Pro Tem

By: \_\_\_\_\_  
Heather Bowen, Town Clerk

**EXHIBIT A**  
**Intergovernmental Agreement Concerning Remittance**  
**Of School Capital Facility Funding Shortfall Contributions**

**INTERGOVERNMENTAL AGREEMENT CONCERNING REMITTANCE OF  
SCHOOL CAPITAL FACILITY FUNDING SHORTFALL CONTRIBUTIONS**

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”) is entered into by and between Weld County School District RE-3(J), a political subdivision of the State of Colorado (“School District”) and the Town of Lochbuie, a Colorado statutory municipality (“Town”), with the School District and Town being referred to jointly herein as the “Parties” or individually as “Party”. This IGA shall be effective as of the date of the last signature on the signature page hereof (“Effective Date”).

**RECITALS**

A. Local governments are encouraged and authorized to cooperate or contract with other units of government, pursuant to Section 29-20-105 of the Colorado Revised Statutes (“C.R.S.”), for the purpose of planning or regulating the development of land, including, but not limited to, the joint exercise of planning, zoning, subdivision, building and related regulations.

B. C.R.S. Section 22-54-102(3)(a) recognizes the authority of local governments and school districts to cooperate through intergovernmental agreements to fund, construct, maintain and manage capital construction projects, provided that funding is derived from a source of local government revenue that is otherwise authorized by law.

C. The Town (and not the School District) is currently party to several annexation and development agreements with third party land developers that voluntarily annexed land into the Town and voluntarily and contractually agreed to provide funding to help offset capital construction needs for education (“School Funds”); and

D. The Town has been collecting the School Funds in accordance with the annexation agreements and has previously and desires to continue to remit such School Funds to the School District subject to the agreements set forth in this IGA.

NOW, THEREFORE, in consideration of the mutual promises contained in this IGA, the Town and School District agree as follows:

1. The Town agrees to continue to use best efforts to collect any School Funds which it has the contractual right to collect and from time to time to remit such School Funds to the School District.
2. The School Funds are to be used for the limited purpose of school site acquisition, development, and expansion of school facilities and for the planning and development of such acquisitions, development, and expansions in a manner which benefits the residential dwelling units of the Town and that benefits students in and/or from the Town. This restriction allows the use of the School Funds for acquisition, development, and expansion of school facilities located only within the Town of Lochbuie. The time for, nature, method, location and extent of such planning or development shall be within the sole discretion of the School District.

3. Accounting, Audit, and Annual Report.

- a. The School District shall establish and maintain an accounting system to ensure that all School Funds it receives are expended in accordance with Section 2 of this IGA.
- b. At any time it deems necessary, the Town may (but shall not be required to) request an accounting from the Superintendent of the School District concerning the expenditure of School Funds revenues received from the Town and the School District agrees to promptly provide such accounting.

4. Term The term of this IGA shall commence on the Effective Date and shall continue until terminated. This IGA may be terminated by one of the Parties notifying the other of intent to terminate with at least thirty (30) days prior notice.

5. Prior Agreements Any prior agreements or understandings of the Parties pertaining to the matters addressed in this IGA are hereby canceled and superseded as of the Effective Date and thereafter shall have no further force or effect.

6. Miscellaneous

- a. Amendments: This IGA may be amended only by agreement of the Parties evidenced by a written instrument authorized and executed with the same formality as accorded this IGA.
- b. Notice: Any notice required by this IGA shall be in writing. If such notice is hand delivered or personally served, it shall be effective immediately upon such delivery or service. If given by mail, it shall be certified with return receipt requested and addressed to the following addresses:

Town Administrator  
Town of Lochbuie  
703 WCR 37  
Lochbuie CO 80603

Lochbuie Town Attorney  
Widner Juran LLP  
13133 E. Arapahoe Road  
Centennial CO 80112

Weld County School District RE-3(J)  
1101 4th Avenue  
P.O Box 1022  
Hudson, CO 80642  
Attention: Superintendent of Schools

Darryl L. Farrington  
Semple, Farrington, Everall & Case, PC  
1120 Lincoln Street, Suite 1308  
Denver, CO 80203

Notice given by mail shall be effective three (3) days after it is deposited in the United States mail depository correctly addressed and with sufficient postage for delivery.

- c. Governing Law and Venue: This IGA and the rights and obligations of the Parties under it shall be interpreted and construed in accordance with the laws of the State of Colorado. The Parties agree that venue for any judicial action to interpret, enforce or seek damages under this IGA shall be in the District Court of Weld County, Colorado.
- d. Severability: If this IGA, or any portion of it, is for any reason held invalid or unlawful by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of the IGA.
- e. Survival: Any provision or obligation of this IGA, for the benefit of either Party, that has not been fully performed or discharged at the time of termination shall survive such termination and continue to bind the defaulting Party until the expiration of any applicable legal or equitable period of limitation.
- f. Financial Obligations: This IGA shall not be deemed a pledge of credit of the Town or the School District, or a guarantee of collection of any amounts by the Town or School District. Nothing in this IGA shall be construed to create a multiple-fiscal year direct or indirect Town or School District debt or financial obligation.
- g. No Third-Party Beneficiaries: None of the terms, conditions or covenants in this IGA shall give or allow any claim, benefit or right of action by any third person or entity not a party hereto. This IGA is not intended to create and does not create any third-party beneficiary to the rights and/or liabilities contained in any annexation or other land development agreement to which the Town and not the School District is a party.
- h. No Assignment: The rights, benefits and obligations of this IGA shall not be assigned by either of the Parties without the other Party's prior written consent. Any assignment without such prior written consent shall be deemed null and void and of no effect.

IN WITNESS WHEREOF, the Parties have executed this IGA as of the date indicated below and this IGA shall be in full force and effect on the Effective Date.

**TOWN OF LOCHBUIE, COLORADO**

By \_\_\_\_\_

Michael Mahoney, Mayor

ATTEST:

\_\_\_\_\_  
Heather Bowen, Town Clerk

\_\_\_\_\_  
Date

**WELD COUNTY SCHOOL  
DISTRICT RE-3(J)**

BY Cindy Baumgardner  
President, Board of Education

Oct. 26, 2023  
Date

ATTEST:

Hollee Hayes  
Secretary

APPROVED AS TO LEGAL FORM:

Dawn K. Smith  
School District Attorney