



**703 Weld County Road 37  
BOARD OF TRUSTEES  
REGULAR MEETING  
January 16, 2024  
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**

<i>Michael Mahoney, Mayor</i>	
<i>Jamie Jeffery, Mayor Pro-Tem</i>	<i>Dawn Coen, Trustee</i>
<i>May Wescott, Trustee</i>	<i>Jacklyn White, Trustee</i>
<i>Kat Bristow, Trustee</i>	<i>Peggy Tapey, Trustee</i>

**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 (\$437,183.87) p. 3-12
- b. January 2, 2024 Minutes p. 13-16
- c. Agreement for Municipal Jail Services Between Weld County and The Town of Lochbuie, Lochbuie Police Department p. 17-31
- d. Resolution 2024-08 Approving An Intergovernmental Agreement By And Among The Town Of Lochbuie, The City Of Brighton, The City Of Dacono, The Town Of Erie, The Town of Frederick, The Town Of Firestone, The City Of Longmont, The Town Of Mead, The City Of Thornton, And Weld County For Coordination Of Transportation Planning In Southwest Weld County p. 32-44
- e. Resolution 2024-09 Approving An Engagement Agreement With Murray Dahl Beery And Renaud LLP p. 45-51

**7. PRESENTATION**

- a. Comprehensive Plan Update p. 52-69

**8. ACTION ITEMS**

- a. Ordinance 2024-690 (A) Amending Section 1-4-20 20 Of The Town Of Lochbuie Municipal Code To Increase The Penalty For Non-Criminal Violations Of The Municipal Code To A \$1000 Fine Maximum From A \$500 Fine Maximum, (B) Repealing And Readopting Chapter 10 Concerning General Offenses, (C) Moving Certain Sections Currently Within Chapter 10 To Other Chapters Of The Municipal Code, And (D) Revising Park Regulations p. 70-109
- b. Public Hearing to Consider A Resolution Approving A Conditional Use Permit To Operate A Gas Station At 17731 County Road 2  
*The hearing will be continued to February 6, 2024.* p. 110

**9. STAFF REPORTS**

- A. Finance/Treasurer p. 111-162
- B. Police p. 163-164
- C. Water/Wastewater p. 165-170
- D. Public Works p. 171-173
- E. Community Development p. 174-178
- F. Town Clerk p. 179
- G. Human Resources p. 180
- H. Town Administrator p. 181

**10. MAYOR AND TRUSTEE COMMENTS**

**11. 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>ADAMSON POLICE PRODUCTS</b>						
ADAMSON POLICE PRODUCTS	INV407202	PD - GRECO	12/21/2023	306.00	.00	
ADAMSON POLICE PRODUCTS	INV407432	PD - GRECO	12/28/2023	622.75	.00	
ADAMSON POLICE PRODUCTS	INV407515	PD - GRECO	12/28/2023	6.95	.00	
ADAMSON POLICE PRODUCTS	INV407525	PD - GRECO	12/29/2023	12.95	.00	
Total ADAMSON POLICE PRODUCTS:				948.65	.00	
<b>AMAZON CAPITAL SERVICES</b>						
AMAZON CAPITAL SERVICES	1M1C-DQL3-H	Supplies	12/29/2023	7.18	.00	
AMAZON CAPITAL SERVICES	1M1C-DQL3-H	Supplies	12/29/2023	7.18	.00	
AMAZON CAPITAL SERVICES	1M1C-DQL3-H	Supplies	12/29/2023	7.18	.00	
Total AMAZON CAPITAL SERVICES:				21.54	.00	
<b>AUSMUS LAW FIRM PC</b>						
AUSMUS LAW FIRM PC	8539	1/24-Prosecuting Attorney	01/01/2024	600.00	.00	
Total AUSMUS LAW FIRM PC:				600.00	.00	
<b>AXON ENTERPRISE INC</b>						
AXON ENTERPRISE INC	INUS215530	PD Basic Evidence.com / Bodycam Yr 1 Pmt	01/01/2024	14,204.40	.00	
Total AXON ENTERPRISE INC:				14,204.40	.00	
<b>BASELINE ENGINEERING CORPORATION</b>						
BASELINE ENGINEERING COR	30079	12/23 - GIS SERVICES	12/28/2023	5,129.00	.00	
Total BASELINE ENGINEERING CORPORATION:				5,129.00	.00	
<b>BISHOP-BROGDEN ASSOCIATES, INC</b>						
BISHOP-BROGDEN ASSOCIATE	53408	12/23 General Water Services	12/29/2023	4,558.85	.00	
BISHOP-BROGDEN ASSOCIATE	53409	12/23 - Beebe Draw	12/29/2023	6,856.25	.00	
BISHOP-BROGDEN ASSOCIATE	53410	12/23 Water Supply Master Plan	12/29/2023	3,765.50	.00	
BISHOP-BROGDEN ASSOCIATE	53411	12/23 - Reimb - Silver Peaks East	12/29/2023	8,280.60	.00	
BISHOP-BROGDEN ASSOCIATE	53412	12/23 - Reimb - Blue Lake	12/29/2023	530.00	.00	
BISHOP-BROGDEN ASSOCIATE	53413	12/23 - Reimb - Silver Peaks PA4	12/29/2023	288.25	.00	
Total BISHOP-BROGDEN ASSOCIATES, INC:				24,279.45	.00	
<b>CASELLE, INC.</b>						
CASELLE, INC.	130006	2/24-Contract Support & Maint.	01/01/2024	487.33	.00	
CASELLE, INC.	130006	2/24-Contract Support & Maint.	01/01/2024	487.33	.00	
CASELLE, INC.	130006	2/24-Contract Support & Maint.	01/01/2024	487.34	.00	
Total CASELLE, INC.:				1,462.00	.00	
<b>CENTURY LINK</b>						
CENTURY LINK	1343-122223	1/24-303-659-1343-WW Plant	12/22/2023	146.15	.00	
Total CENTURY LINK:				146.15	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>CINTAS</b>						
CINTAS	4171580399	10/23-Town Hall Mats/Towels	10/23/2023	53.46	.00	
CINTAS	4172989031	11/23-Town Hall Mats/Towels	11/06/2023	53.46	.00	
CINTAS	4178760394	1/24-Town Hall Mats/Towels	01/02/2024	44.90	.00	
CINTAS	4179521796	1/24-Town Hall Mats/Towels	01/08/2024	52.39	.00	
Total CINTAS:				204.21	.00	
<b>CIRSA</b>						
CIRSA	240320	2024 Property & Casualty	01/02/2024	3,418.52	.00	
CIRSA	240320	2024 Property & Casualty	01/02/2024	19,523.96	.00	
CIRSA	240320	2024 Property & Casualty	01/02/2024	1,916.58	.00	
CIRSA	240320	2024 Property & Casualty	01/02/2024	773.11	.00	
CIRSA	240320	2024 Property & Casualty	01/02/2024	6,599.42	.00	
CIRSA	240320	2024 Property & Casualty	01/02/2024	9,881.55	.00	
CIRSA	240507	2024 Excess Crime	01/08/2024	80.00	.00	
CIRSA	240507	2024 Excess Crime	01/08/2024	459.00	.00	
CIRSA	240507	2024 Excess Crime	01/08/2024	45.00	.00	
CIRSA	240507	2024 Excess Crime	01/08/2024	19.00	.00	
CIRSA	240507	2024 Excess Crime	01/08/2024	155.00	.00	
CIRSA	240507	2024 Excess Crime	01/08/2024	232.00	.00	
Total CIRSA:				43,103.14	.00	
<b>CODE - 4 COUNSELING</b>						
CODE - 4 COUNSELING	300	PEACE OFFICERS	01/01/2024	330.00	.00	
Total CODE - 4 COUNSELING:				330.00	.00	
<b>CODE 3 ASSOCIATES, INC</b>						
CODE 3 ASSOCIATES, INC	P4184	CSO Training	12/21/2023	561.00	.00	
Total CODE 3 ASSOCIATES, INC:				561.00	.00	
<b>COLORADO ANALYTICAL LAB</b>						
COLORADO ANALYTICAL LAB	231227043	WASTEWATER TESTING	01/05/2024	81.00	.00	
COLORADO ANALYTICAL LAB	240103050	WASTEWATER TESTING	01/04/2024	24.30	.00	
Total COLORADO ANALYTICAL LAB:				105.30	.00	
<b>COLORADO COMMUNITY MEDIA</b>						
COLORADO COMMUNITY MEDI	103339	10/23-Legal Notices-Ord BSB2902	12/29/2023	29.96	.00	
Total COLORADO COMMUNITY MEDIA:				29.96	.00	
<b>Comcast</b>						
Comcast	0297386-12242	1/24-Internet	12/24/2023	187.89	.00	
Comcast	0297386-12242	1/24-Internet	12/24/2023	187.89	.00	
Comcast	0297386-12242	1/24-Internet	12/24/2023	187.88	.00	
Total Comcast:				563.66	.00	
<b>CULLIGAN WATER COND</b>						
CULLIGAN WATER COND	153X03748906	Drinking Water Equip-1/1-2/29/24	12/31/2023	14.66	.00	
CULLIGAN WATER COND	153X03748906	Drinking Water Equip-1/1-2/29/24	12/31/2023	14.67	.00	
CULLIGAN WATER COND	153X03748906	Drinking Water Equip-1/1-2/29/24	12/31/2023	14.67	.00	
CULLIGAN WATER COND	153X03759606	1/24 - PW Water Equipment Rental	12/31/2023	20.47	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
CULLIGAN WATER COND	153X03759606	1/24 - PW Water Equipment Rental	12/31/2023	20.48	.00	
Total CULLIGAN WATER COND:				84.95	.00	
<b>CUSHING TERRELL</b>						
CUSHING TERRELL	182076	2023 Comprehensive Plan Update - 12/23	12/31/2023	4,519.20	.00	
CUSHING TERRELL	182076	2023 Comprehensive Plan Update - 12/23	12/31/2023	2,259.60	.00	
CUSHING TERRELL	182076	2023 Comprehensive Plan Update - 12/23	12/31/2023	2,259.60	.00	
Total CUSHING TERRELL:				9,038.40	.00	
<b>DELTA DENTAL OF COLORADO</b>						
DELTA DENTAL OF COLORADO	13903770124	1/24-Dental Insurance	01/01/2024	27.80	.00	
DELTA DENTAL OF COLORADO	13903770124	1/24-Dental Insurance	01/01/2024	52.12	.00	
DELTA DENTAL OF COLORADO	13903770124	1/24-Dental Insurance	01/01/2024	110.56	.00	
DELTA DENTAL OF COLORADO	13903770124	1/24-Dental Insurance	01/01/2024	709.56	.00	
DELTA DENTAL OF COLORADO	13903770124	1/24-Dental Insurance	01/01/2024	122.93	.00	
DELTA DENTAL OF COLORADO	13903770124	1/24-Dental Insurance	01/01/2024	73.76	.00	
DELTA DENTAL OF COLORADO	13903770124	1/24-Dental Insurance	01/01/2024	73.76	.00	
DELTA DENTAL OF COLORADO	13903770124	1/24-Dental Insurance	01/01/2024	179.15	.00	
DELTA DENTAL OF COLORADO	13903770124	1/24-Dental Insurance	01/01/2024	73.76	.00	
DELTA DENTAL OF COLORADO	13903770124	1/24-Dental Insurance	01/01/2024	125.26	.00	
DELTA DENTAL OF COLORADO	13903770124	1/24-Dental Insurance	01/01/2024	24.59	.00	
DELTA DENTAL OF COLORADO	13903770224	2/24-Dental Insurance	01/10/2024	27.80	.00	
DELTA DENTAL OF COLORADO	13903770224	2/24-Dental Insurance	01/10/2024	52.11	.00	
DELTA DENTAL OF COLORADO	13903770224	2/24-Dental Insurance	01/10/2024	110.56	.00	
DELTA DENTAL OF COLORADO	13903770224	2/24-Dental Insurance	01/10/2024	709.56	.00	
DELTA DENTAL OF COLORADO	13903770224	2/24-Dental Insurance	01/10/2024	122.94	.00	
DELTA DENTAL OF COLORADO	13903770224	2/24-Dental Insurance	01/10/2024	73.76	.00	
DELTA DENTAL OF COLORADO	13903770224	2/24-Dental Insurance	01/10/2024	73.76	.00	
DELTA DENTAL OF COLORADO	13903770224	2/24-Dental Insurance	01/10/2024	179.15	.00	
DELTA DENTAL OF COLORADO	13903770224	2/24-Dental Insurance	01/10/2024	73.76	.00	
DELTA DENTAL OF COLORADO	13903770224	2/24-Dental Insurance	01/10/2024	125.25	.00	
DELTA DENTAL OF COLORADO	13903770224	2/24-Dental Insurance	01/10/2024	24.60	.00	
Total DELTA DENTAL OF COLORADO:				3,146.50	.00	
<b>DENALI WATER SOLUTIONS LLC</b>						
DENALI WATER SOLUTIONS LL	INV700070	12/18-12/22-Sludge Hauling	12/28/2023	4,267.77	.00	
DENALI WATER SOLUTIONS LL	INV701092	12/27-12/29-Sludge Hauling	01/04/2024	1,540.84	.00	
Total DENALI WATER SOLUTIONS LLC:				5,808.61	.00	
<b>DR HORTON</b>						
DR HORTON	9.5950.00	REFUND UTILITY PAYMENT - 9.5950.00-801 L	01/03/2024	98.62	.00	
DR HORTON	9.5973.00	REFUND UTILITY PAYMENT - 9.5973.00-798	01/03/2024	83.62	.00	
Total DR HORTON:				182.24	.00	
<b>ELEVATED CLOUD SERVICES, LLC</b>						
ELEVATED CLOUD SERVICES,	ECS-1499	12/23 - IT Consultant-Hosting/Endpoint	01/01/2024	50.04	.00	
ELEVATED CLOUD SERVICES,	ECS-1499	12/23 - IT Consultant-Hosting/Endpoint	01/01/2024	125.10	.00	
ELEVATED CLOUD SERVICES,	ECS-1499	12/23 - IT Consultant-Hosting/Endpoint	01/01/2024	25.02	.00	
ELEVATED CLOUD SERVICES,	ECS-1499	12/23 - IT Consultant-Hosting/Endpoint	01/01/2024	25.02	.00	
ELEVATED CLOUD SERVICES,	ECS-1499	12/23 - IT Consultant-Hosting/Endpoint	01/01/2024	25.02	.00	
ELEVATED CLOUD SERVICES,	ECS-1499	12/23 - IT Consultant-Hosting/Endpoint	01/01/2024	250.19	.00	
ELEVATED CLOUD SERVICES,	ECS-1499	12/23 - IT Consultant-Hosting/Endpoint	01/01/2024	250.19	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
ELEVATED CLOUD SERVICES,	ECS-1500	1/24-3/24 - VDI Single User	01/01/2024	112.00	.00	
ELEVATED CLOUD SERVICES,	ECS-1500	1/24-3/24 - VDI Single User	01/01/2024	280.00	.00	
ELEVATED CLOUD SERVICES,	ECS-1500	1/24-3/24 - VDI Single User	01/01/2024	56.00	.00	
ELEVATED CLOUD SERVICES,	ECS-1500	1/24-3/24 - VDI Single User	01/01/2024	56.00	.00	
ELEVATED CLOUD SERVICES,	ECS-1500	1/24-3/24 - VDI Single User	01/01/2024	56.00	.00	
ELEVATED CLOUD SERVICES,	ECS-1500	1/24-3/24 - VDI Single User	01/01/2024	560.00	.00	
ELEVATED CLOUD SERVICES,	ECS-1500	1/24-3/24 - VDI Single User	01/01/2024	560.00	.00	
Total ELEVATED CLOUD SERVICES, LLC:				2,430.58	.00	
<b>EQUIPMENTSHARE.COM INC</b>						
EQUIPMENTSHARE.COM INC	LUP-3364472-0	scissor lift	12/27/2023	685.47	.00	
Total EQUIPMENTSHARE.COM INC:				685.47	.00	
<b>HAYNIE &amp; COMPANY</b>						
HAYNIE & COMPANY	C73252	2023 Audit	12/31/2023	2,000.00	.00	
HAYNIE & COMPANY	C73252	2023 Audit	12/31/2023	2,000.00	.00	
HAYNIE & COMPANY	C73252	2023 Audit	12/31/2023	2,000.00	.00	
Total HAYNIE & COMPANY:				6,000.00	.00	
<b>KONICA MINOLTA BUSINESS SOLUTIONS</b>						
KONICA MINOLTA BUSINESS S	291211344	12/23 Copier Lease	12/31/2023	27.69	.00	
KONICA MINOLTA BUSINESS S	291211344	12/23 Copier Lease	12/31/2023	27.69	.00	
KONICA MINOLTA BUSINESS S	291211344	12/23 Copier Lease	12/31/2023	27.70	.00	
Total KONICA MINOLTA BUSINESS SOLUTIONS:				83.08	.00	
<b>LEONARD MEDOFF PH.D</b>						
LEONARD MEDOFF PH.D	NOV 2023	PRE-EMPLOYMENT PSYCH EVAL- Greco/ Od	12/01/2023	700.00	.00	
Total LEONARD MEDOFF PH.D:				700.00	.00	
<b>LOUIS A. GRESH</b>						
LOUIS A. GRESH	JANUARY 2024	1/24 Judicial Services	01/02/2024	600.00	.00	
Total LOUIS A. GRESH:				600.00	.00	
<b>LYONS GADDIS</b>						
LYONS GADDIS	274	12/23 WATER LAW	12/31/2023	896.00	.00	
LYONS GADDIS	274	12/23 GENERAL MATTERS	12/31/2023	480.00	.00	
LYONS GADDIS	274	12/23 - opp to BRIGHTON	12/31/2023	320.00	.00	
LYONS GADDIS	274	12/23 Reimb- Litigation Deposit	12/31/2023	5,154.00	.00	
LYONS GADDIS	274	12/23 - opp to BRIGHTON	12/31/2023	672.00	.00	
LYONS GADDIS	274	12/23 BNSF	12/31/2023	1,112.00	.00	
LYONS GADDIS	274	12/23 - opp to SOUTH ADAMS	12/31/2023	177.00	.00	
LYONS GADDIS	274	12/23 Reimb - Fruition	12/31/2023	146.00	.00	
Total LYONS GADDIS:				8,957.00	.00	
<b>MAC EQUIPMENT INC</b>						
MAC EQUIPMENT INC	461311	Parks equipment	12/28/2023	1,040.00	.00	
Total MAC EQUIPMENT INC:				1,040.00	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>MOUNTAINTOP MANAGEMENT ASSISTANCE LLC</b>						
MOUNTAINTOP MANAGEMENT	00-02	01/16/23-12/29/23 - ASSISTANCE	12/29/2023	583.33	.00	
MOUNTAINTOP MANAGEMENT	00-02	01/16/23-12/29/23 - ASSISTANCE	12/29/2023	583.33	.00	
MOUNTAINTOP MANAGEMENT	00-02	01/16/23-12/29/23 - ASSISTANCE	12/29/2023	583.34	.00	
Total MOUNTAINTOP MANAGEMENT ASSISTANCE LLC:				1,750.00	.00	
<b>MULLIS, RODNEY &amp; JUDITH</b>						
MULLIS, RODNEY & JUDITH	9.4475.02	FINAL BILL REIMBURSEMENT	01/03/2024	98.59	.00	
Total MULLIS, RODNEY & JUDITH:				98.59	.00	
<b>MURRAY DAHL BEERY RENAUD LLP</b>						
MURRAY DAHL BEERY RENAUD	18393	12/23 - Legal - Annexation	01/04/2024	337.50	.00	
Total MURRAY DAHL BEERY RENAUD LLP:				337.50	.00	
<b>NAPA AUTO PARTS</b>						
NAPA AUTO PARTS	3527-480509	ANTIFREEZE	12/28/2023	13.84	.00	
Total NAPA AUTO PARTS:				13.84	.00	
<b>NORTH FRONT RANGE WATER QUALITY PLANNING</b>						
NORTH FRONT RANGE WATER	202432	2024 Dues	01/02/2024	3,307.50	.00	
Total NORTH FRONT RANGE WATER QUALITY PLANNING:				3,307.50	.00	
<b>OMNISITE</b>						
OMNISITE	93428	2024 Annual Wireless Service-WWTP, Poplar Li	01/01/2024	808.00	.00	
OMNISITE	93428	2024 Annual Wireless Service-WWTP, Poplar Li	01/01/2024	808.00	.00	
Total OMNISITE:				1,616.00	.00	
<b>OPEN DOOR PROPERTY TRUST</b>						
OPEN DOOR PROPERTY TRUS	9.5382.01	Utility Final - 508 RESERVE AVE	01/03/2024	85.90	.00	
Total OPEN DOOR PROPERTY TRUST:				85.90	.00	
<b>ORKIN</b>						
ORKIN	253723657	1/24 - Pest Control - Town Hall	01/01/2024	156.99	.00	
Total ORKIN:				156.99	.00	
<b>PEAK FORM, LLC</b>						
PEAK FORM, LLC	3098K25213	Pre-employment screenings- Greco / Odneal	01/01/2024	520.00	.00	
Total PEAK FORM, LLC:				520.00	.00	
<b>PINNACOL ASSURANCE</b>						
PINNACOL ASSURANCE	21546476	1/24 - Work Comp	01/04/2024	9.96	.00	
PINNACOL ASSURANCE	21546476	1/24 - Work Comp	01/04/2024	9.68	.00	
PINNACOL ASSURANCE	21546476	1/24 - Work Comp	01/04/2024	28.57	.00	
PINNACOL ASSURANCE	21546476	1/24 - Work Comp	01/04/2024	2,679.92	.00	
PINNACOL ASSURANCE	21546476	1/24 - Work Comp	01/04/2024	87.50	.00	
PINNACOL ASSURANCE	21546476	1/24 - Work Comp	01/04/2024	257.95	.00	
PINNACOL ASSURANCE	21546476	1/24 - Work Comp	01/04/2024	222.93	.00	
PINNACOL ASSURANCE	21546476	1/24 - Work Comp	01/04/2024	298.29	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
PINNACOL ASSURANCE	21546476	1/24 - Work Comp	01/04/2024	63.87	.00	
PINNACOL ASSURANCE	21546476	1/24 - Work Comp	01/04/2024	82.57	.00	
PINNACOL ASSURANCE	21546476	1/24 - Work Comp	01/04/2024	54.76	.00	
Total PINNACOL ASSURANCE:				3,796.00	.00	
<b>RAMEY ENVIRONMENTAL COMPLIANCE</b>						
RAMEY ENVIRONMENTAL COM	26905	12/23 Water Services	12/27/2023	7,731.83	.00	
RAMEY ENVIRONMENTAL COM	26907	12/23 Wastewater Services r&m	12/27/2023	14,699.74	.00	
RAMEY ENVIRONMENTAL COM	26908	12/23 Water Services	12/28/2023	2,787.33	.00	
RAMEY ENVIRONMENTAL COM	26951	Water High Service Pump replacement	01/09/2024	14,602.21	.00	
Total RAMEY ENVIRONMENTAL COMPLIANCE:				39,821.11	.00	
<b>REPUBLIC SERVICES #535</b>						
REPUBLIC SERVICES #535	535-005858149	12/23-Trash-PW	12/31/2023	150.00	.00	
REPUBLIC SERVICES #535	535-005858149	12/23-Trash-PW	12/31/2023	150.00	.00	
REPUBLIC SERVICES #535	535-005858149	12/23-Trash-WWTP	12/31/2023	65.00	.00	
REPUBLIC SERVICES #535	535-005858149	12/23-Trash Services	12/31/2023	42,251.18	.00	
Total REPUBLIC SERVICES #535:				42,616.18	.00	
<b>Rise Broadband</b>						
Rise Broadband	0069887-10124	1/14-2/13/23-WW Broadband	01/01/2024	109.28	.00	
Total Rise Broadband:				109.28	.00	
<b>RIVER CITY PETROLEUM INC</b>						
RIVER CITY PETROLEUM INC	1226498	12/23 - Fuel - PD	12/31/2023	1,420.28	.00	
RIVER CITY PETROLEUM INC	1226498	12/23 - Fuel - PW	12/31/2023	695.56	.00	
Total RIVER CITY PETROLEUM INC:				2,115.84	.00	
<b>S &amp; B CONFLUENCE-CO, LLC</b>						
S & B CONFLUENCE-CO, LLC	DEN01240081	1/24-Janitorial Service	01/01/2024	373.33	.00	
S & B CONFLUENCE-CO, LLC	DEN01240081	1/24-Janitorial Service	01/01/2024	373.33	.00	
S & B CONFLUENCE-CO, LLC	DEN01240081	1/24-Janitorial Service	01/01/2024	373.34	.00	
Total S & B CONFLUENCE-CO, LLC:				1,120.00	.00	
<b>SAFEBUILT LLC LOCKBOX 88135</b>						
SAFEBUILT LLC LOCKBOX 8813	177712	12/23-Plan Review Fees	12/31/2023	28,355.96	.00	
Total SAFEBUILT LLC LOCKBOX 88135:				28,355.96	.00	
<b>SAM'S CLUB</b>						
SAM'S CLUB	10131779372	1/24 - Supplies	01/02/2024	30.16	.00	
SAM'S CLUB	10131779372	1/24 - Supplies	01/02/2024	30.16	.00	
SAM'S CLUB	10131779372	1/24 - Supplies	01/02/2024	30.16	.00	
SAM'S CLUB	10131779372	1/24 - Supplies	01/02/2024	30.16	.00	
SAM'S CLUB	10131779372	1/24 - Supplies	01/02/2024	30.15	.00	
Total SAM'S CLUB:				150.79	.00	
<b>SETER &amp; VANDER WALL, P.C.</b>						
SETER & VANDER WALL, P.C.	86634	12/23-Legal - Library	12/31/2023	3,538.50	.00	



Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total SETER & VANDER WALL, P.C.:				3,538.50	.00	
<b>SIGNAL WASH CO.</b>						
SIGNAL WASH CO.	10353	12/23-PD Car Washes	12/31/2023	184.81	.00	
Total SIGNAL WASH CO.:				184.81	.00	
<b>SONYA THORNTON</b>						
SONYA THORNTON	WELNESS SNA	Employee Wellness snacks	12/26/2023	35.36	.00	
Total SONYA THORNTON:				35.36	.00	
<b>STAPLES ADVANTAGE</b>						
STAPLES ADVANTAGE	1653045366	12/23 Supplies	12/25/2023	179.27	.00	
STAPLES ADVANTAGE	1653045366	12/23 Supplies	12/25/2023	12.15	.00	
STAPLES ADVANTAGE	1653045366	12/23 Supplies	12/25/2023	12.15	.00	
STAPLES ADVANTAGE	1653045366	12/23 Supplies	12/25/2023	12.16	.00	
Total STAPLES ADVANTAGE:				215.73	.00	
<b>STRIGLOS COMPUTER CENTER</b>						
STRIGLOS COMPUTER CENTE	S23121401	2023 VMware software	12/15/2023	270.00	.00	
STRIGLOS COMPUTER CENTE	S23121401	2023 VMware software	12/15/2023	675.00	.00	
STRIGLOS COMPUTER CENTE	S23121401	2023 VMware software	12/15/2023	135.00	.00	
STRIGLOS COMPUTER CENTE	S23121401	2023 VMware software	12/15/2023	135.00	.00	
STRIGLOS COMPUTER CENTE	S23121401	2023 VMware software	12/15/2023	135.00	.00	
STRIGLOS COMPUTER CENTE	S23121401	2023 VMware software	12/15/2023	1,350.00	.00	
STRIGLOS COMPUTER CENTE	S23121401	2023 VMware software	12/15/2023	1,350.00	.00	
STRIGLOS COMPUTER CENTE	S23122603	VMware software	12/29/2023	1,183.73	.00	
STRIGLOS COMPUTER CENTE	S23122603	VMware software	12/29/2023	2,959.33	.00	
STRIGLOS COMPUTER CENTE	S23122603	VMware software	12/29/2023	591.87	.00	
STRIGLOS COMPUTER CENTE	S23122603	VMware software	12/29/2023	591.87	.00	
STRIGLOS COMPUTER CENTE	S23122603	VMware software	12/29/2023	591.87	.00	
STRIGLOS COMPUTER CENTE	S23122603	VMware software	12/29/2023	5,918.67	.00	
STRIGLOS COMPUTER CENTE	S23122603	VMware software	12/29/2023	5,918.66	.00	
Total STRIGLOS COMPUTER CENTER:				21,806.00	.00	
<b>SUMMIT DATA PROTECTION LLC</b>						
SUMMIT DATA PROTECTION LL	SDP-1198	12/23 - IT Consultant-Disaster Recover	01/01/2024	130.00	.00	
SUMMIT DATA PROTECTION LL	SDP-1198	12/23 - IT Consultant-Disaster Recover	01/01/2024	325.00	.00	
SUMMIT DATA PROTECTION LL	SDP-1198	12/23 - IT Consultant-Disaster Recover	01/01/2024	65.00	.00	
SUMMIT DATA PROTECTION LL	SDP-1198	12/23 - IT Consultant-Disaster Recover	01/01/2024	65.00	.00	
SUMMIT DATA PROTECTION LL	SDP-1198	12/23 - IT Consultant-Disaster Recover	01/01/2024	65.00	.00	
SUMMIT DATA PROTECTION LL	SDP-1198	12/23 - IT Consultant-Disaster Recover	01/01/2024	650.00	.00	
SUMMIT DATA PROTECTION LL	SDP-1198	12/23 - IT Consultant-Disaster Recover	01/01/2024	650.00	.00	
Total SUMMIT DATA PROTECTION LLC:				1,950.00	.00	
<b>THE POLICE AND SHERIFFS PRESS</b>						
THE POLICE AND SHERIFFS PR	186699	ID Card - Odneal	12/18/2023	17.60	.00	
Total THE POLICE AND SHERIFFS PRESS:				17.60	.00	
<b>TIMBERLAN</b>						
TIMBERLAN	TLC23-0215	12/23-Network Maint	01/01/2024	166.67	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
TIMBERLAN	TLC23-0215	12/23-Network Maint	01/01/2024	416.67	.00	
TIMBERLAN	TLC23-0215	12/23-Network Maint	01/01/2024	83.33	.00	
TIMBERLAN	TLC23-0215	12/23-Network Maint	01/01/2024	83.33	.00	
TIMBERLAN	TLC23-0215	12/23-Network Maint	01/01/2024	83.33	.00	
TIMBERLAN	TLC23-0215	12/23-Network Maint	01/01/2024	833.33	.00	
TIMBERLAN	TLC23-0215	12/23-Network Maint	01/01/2024	833.34	.00	
TIMBERLAN	TLC23-220	Election Footage assistance	01/01/2024	100.00	.00	
TIMBERLAN	TLC23-221	Campus Fiber Project	12/15/2023	6,800.00	.00	
TIMBERLAN	TLC23-221	Campus Fiber Project	12/15/2023	1,700.00	.00	
Total TIMBERLAN:				11,100.00	.00	
<b>TLM CONSTRUCTORS, INC.</b>						
TLM CONSTRUCTORS, INC.	PA 1	Greenway Trail Construction- PA 1	01/05/2024	75,168.75	.00	
Total TLM CONSTRUCTORS, INC.:				75,168.75	.00	
<b>TRANSWEST TRUCK TRAILER RV</b>						
TRANSWEST TRUCK TRAILER	123123	Parts	12/31/2023	124.56	.00	
Total TRANSWEST TRUCK TRAILER RV:				124.56	.00	
<b>UNITED POWER</b>						
UNITED POWER	12644301-0105	12/23 Booster Pump	01/05/2024	20.00	.00	
UNITED POWER	14673300-0105	12/23 Greenbelt Park	01/05/2024	21.05	.00	
UNITED POWER	1494105-01052	12/23 PW	01/05/2024	757.85	.00	
UNITED POWER	1494201-01052	12/23 Water Plant	01/05/2024	5,783.37	.00	
UNITED POWER	1499202-01052	12/23 Water Well	01/05/2024	1,854.31	.00	
UNITED POWER	15304700-0105	12/23 Pump Station	01/05/2024	50.04	.00	
UNITED POWER	1617801-01052	12/23 Lift Station	01/05/2024	41.10	.00	
UNITED POWER	16490000-0105	12/23 Warning Siren	01/05/2024	32.97	.00	
UNITED POWER	18613000-0105	12/23 Town Hall	01/05/2024	366.29	.00	
UNITED POWER	18613000-0105	12/23 Town Hall	01/05/2024	366.29	.00	
UNITED POWER	18613000-0105	12/23 Town Hall	01/05/2024	366.29	.00	
UNITED POWER	18613000-0105	12/23 Town Hall	01/05/2024	366.29	.00	
UNITED POWER	19545200-0105	12/23 Booster Station	01/05/2024	852.66	.00	
UNITED POWER	21534900-0105	12/23 Roundabout	01/05/2024	56.25	.00	
UNITED POWER	2250700-12282	12/23 CR2	12/28/2023	23.10	.00	
UNITED POWER	7988801-01052	12/23 198 Bonanza Blvd	01/05/2024	21.00	.00	
UNITED POWER	8210001-01052	12/23 797 Prairie Ave	01/05/2024	20.00	.00	
UNITED POWER	9093300-01052	12/23 WWTP	01/05/2024	13,025.55	.00	
UNITED POWER	9106602-01052	12/23 1 Wagon Trail Ave	01/05/2024	21.59	.00	
Total UNITED POWER:				24,046.00	.00	
<b>UTILITY NOTIFICATION CENTER CO</b>						
UTILITY NOTIFICATION CENTE	223120772	12/23 Line Locates	12/31/2023	91.59	.00	
UTILITY NOTIFICATION CENTE	223120772	12/23 Line Locates	12/31/2023	91.59	.00	
Total UTILITY NOTIFICATION CENTER CO:				183.18	.00	
<b>VERIZON WIRELESS</b>						
VERIZON WIRELESS	9952662118	12/23-Cell Service-PD, PW, Planner	12/25/2023	142.80	.00	
VERIZON WIRELESS	9952662118	12/23-Cell Service-PD, PW, Planner	12/25/2023	142.80	.00	
VERIZON WIRELESS	9952662118	12/23-Cell Service-PD, PW, Planner	12/25/2023	1,171.61	.00	
VERIZON WIRELESS	9952662118	12/23-Cell Service-PD, PW, Planner	12/25/2023	40.80	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>Total VERIZON WIRELESS:</b>				1,498.01	.00	
<b>WATA - Weld and Third Assoc.</b>						
WATA - Weld and Third Assoc.	12/2023	12/23 Wata Fees-12 Permits	01/01/2024	18,000.00	.00	
<b>Total WATA - Weld and Third Assoc.:</b>				18,000.00	.00	
<b>WELD COUNTY SCHOOL DISTRICT RE-3J</b>						
WELD COUNTY SCHOOL DISTR	12/23 - SCHOO	12/23 - School Contribution - 12 Permits	01/01/2024	12,120.00	.00	
<b>Total WELD COUNTY SCHOOL DISTRICT RE-3J:</b>				12,120.00	.00	
<b>WIDNER JURAN LLP</b>						
WIDNER JURAN LLP	7.1805	12/23-Admin	12/31/2023	3,958.50	.00	
WIDNER JURAN LLP	7.1805	12/23-Admin	12/31/2023	261.65	.00	
WIDNER JURAN LLP	7.1805	12/23-Admin	12/31/2023	261.65	.00	
WIDNER JURAN LLP	7.1805	12/23-Admin	12/31/2023	2,795.91	.00	
WIDNER JURAN LLP	7.1806	12/23-Legal WATER	12/31/2023	175.50	.00	
WIDNER JURAN LLP	7.1807	12/23-Reimbursable- scotts	12/31/2023	90.00	.00	
WIDNER JURAN LLP	7.1808	12/23-Reimbursable-SP PA4	12/31/2023	90.00	.00	
WIDNER JURAN LLP	7.1809	12/23-Reimbursable - QUIKTRIP	12/31/2023	810.00	.00	
WIDNER JURAN LLP	7.1810	12/23-Reimbursable-SP PA4	12/31/2023	67.50	.00	
WIDNER JURAN LLP	7.1811	12/23-Reimbursable - BLUE LAKE	12/31/2023	540.00	.00	
WIDNER JURAN LLP	7.1812	12/23-Reimbursable - STARBUCKS	12/31/2023	112.50	.00	
<b>Total WIDNER JURAN LLP:</b>				9,163.21	.00	
<b>WRIGHT, DAVID</b>						
WRIGHT, DAVID	9.5282.00	FINAL UTILITY REIMBURSEMENT	01/03/2024	126.63	.00	
<b>Total WRIGHT, DAVID:</b>				126.63	.00	
<b>XCEL ENERGY</b>						
XCEL ENERGY	858795758	12/23 Water Plant	12/28/2023	593.63	.00	
XCEL ENERGY	858803535	12/23 PW	12/28/2023	295.02	.00	
XCEL ENERGY	858803535	12/23 PW	12/28/2023	295.01	.00	
XCEL ENERGY	858886604	12/23 Town Hall	12/28/2023	76.28	.00	
XCEL ENERGY	858886604	12/23 Town Hall	12/28/2023	76.28	.00	
XCEL ENERGY	858886604	12/23 Town Hall	12/28/2023	76.27	.00	
XCEL ENERGY	858886604	12/23 Town Hall	12/28/2023	76.27	.00	
<b>Total XCEL ENERGY:</b>				1,488.76	.00	
<b>Grand Totals:</b>				437,183.87	.00	

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Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
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Dated: \_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

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**703 Weld County Road 37  
BOARD OF TRUSTEES  
REGULAR MEETING  
January 2, 2024  
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 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 White  
Trustee Coen  
Trustee Bristow  
Trustee Tapey

**APPROVAL OF AGENDA**

*Motion made by Trustee White seconded by Trustee Bristow to approve the agenda. Motion carried 7-0.*

**PUBLIC COMMENT**

None

**CONSENT AGENDA**

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

- a. Payment Approval Report – December 19, 2023 (\$451,645.96)
- b. Payment Approval Report – January 2, 2024 (\$180,029.56)
- c. December 5, 2023 Minutes
- d. Resolution 2024-01 Designating The Official Posting Place For Public Notice Of Public Meetings Of The Town Of Lochbuie For The Year 2024
- e. Resolution 2024-02 Approving An Intergovernmental Agreement For Participating In The Cost Of Resurfacing The Portion Of East 168<sup>th</sup> Avenue Located Within Town Boundaries

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

## **ACTION ITEMS**

- a.** Ordinance 2024-687 Amending Section 13-7-130 Of The Lochbuie Municipal Code Governing Wastewater Service Connections Outside Town Boundaries And Declaring An Emergency

Maureen Juran, Town Attorney, stated that it has always been the Town's discretion whether to service areas outside of town with wastewater service. This ordinance clarifies that language to make it very clear that it is the Town's discretion. Since this is an emergency ordinance, it would become effective immediately and requires a  $\frac{3}{4}$  vote to be adopted.

*Motion made by Trustee White seconded by Mayor Pro Tem Jeffery to approve Ordinance 2024-687 Amending Section 13-7-130 Of The Lochbuie Municipal Code Governing Wastewater Service Connections Outside Town Boundaries And Declaring An Emergency Motion carried 7-0.*

- b.** Ordinance 2024-688 Amending Certain Provisions Of Article 5 Of Chapter 11 Of The Lochbuie Municipal Code Adopting A New Amended "Street Access Code" and Declaring An Emergency

Maureen Juran stated that this ordinance puts regulations in place regarding how the Town allows access to town streets from properties both in town and outside of town limits. This ordinance is also an emergency ordinance and requires a  $\frac{3}{4}$  vote to be adopted.

*Motion made by Mayor Pro Tem Jeffery seconded by Trustee Bristow to approve Ordinance 2024-688 Amending Certain Provisions Of Article 5 Of Chapter 11 Of The Lochbuie Municipal Code Adopting A New Amended "Street Access Code" and Declaring An Emergency. Motion carried 7-0.*

- c.** Public Hearing and Consideration of Resolution 2024-03 Summarizing Expenditures And Revenues For Each Fund And Adopting A Budget For The Town Of Lochbuie, Colorado, For The Calendar Year Beginning On The First Day Of January 2024 And Ending The Last Day Of December 2024, And Appropriating Sums Of Money

AJ Euckert, Town Administrator, reported that the budget is being presented later than normal this year. There were changes with the town administrator and delays caused by new legislation. Not much in the budget has been changed since the last draft was presented in October. There is additional information provided about the compensation updates. He thanked the staff, especially Denise Rademacher, for work on this budget.

Denise Rademacher, Finance Director, shared that this was an interesting year with the changes in administration and with legislation. The legislature passed a property tax measure which caused our county tax certifications to come in later than usual, which pushed budget approval back. The tax levies will be certified, and the budget will be sent to the Colorado Department of Local Affairs once approved. Not much in the budget changed other than moving some expenses and projects that did not get accomplished in 2023 to the 2024 budget.

Mayor Mahoney opened the public hearing at 6:45 PM.

Larry Strock, 840 Lonewolf Circle, shared that the budget numbers were much different thirteen years ago, and you should be very proud of yourselves.

Mayor Mahoney closed the public hearing at 6:46 PM.

*Motion made by Mayor Pro Tem Jeffery seconded by Trustee Tapey to approve Resolution 2024-03 Summarizing Expenditures And Revenues For Each Fund And Adopting A Budget For The Town Of Lochbuie, Colorado, For The Calendar Year Beginning On The First Day Of January 2024 And Ending The Last Day Of December 2024, And Appropriating Sums Of Money. Motion carried 7-0.*

- d.** Resolution 2024-04 Setting The 2024 Mill Levies

*Motion made by Trustee White seconded by Trustee Coen to approve Resolution 2024-04 Setting The 2024 Mill Levies. Motion carried 7-0.*

## **STAFF AND ATTORNEY UPDATES**

Maureen Juran shared that there is some pressing business coming before the board in the next month. Right now, the Town has a policy on remote meetings stating that fully remote meetings can only be held in times of emergency. She inquired how the board feels about updating this policy so that fully remote meetings can be held in times that are not an emergency. At the least, any time a special meeting needs to take place, it could be fully remote to accommodate work schedules and commutes. There is no law against conducting fully remote meetings, and the Zoom link would still be available so that the public could attend.

The consensus of the Board of Trustees was to update the policy to state that special meetings can be held fully remote in times of emergency or not.

Maureen Juran stated that she will update the policy and bring it to a future meeting.

Christopher Kennedy, Community Development Director, shared that QuikTrip is set for approval at the January 16<sup>th</sup> meeting. The consultants working on the comprehensive plan are ready to conduct an open house for the public so they can present the information they have thus far, and ask for feedback. The open house will be held at town hall on February 14<sup>th</sup>.

Denise Rademacher shared that she is working on year end now that the budget is done.

AJ Euckert shared that was the fastest budget approval in his history working for municipal government, which is a testament to staff and the great information that was put together. Tuesday, January 9<sup>th</sup> is the next Mayor's Mingle, and the next board meeting is on January 16<sup>th</sup>.

Trustee White inquired if the Mayor's Mingle was advertised at the schools, and if not, if it could be in the future.

## **MAYOR AND TRUSTEE UPDATES**

Trustee Tapey stated that it is difficult to pull onto County Road 2 from Freestone Street, coming out of Silver Peaks. With the speed limit of 45 mph and the increased traffic, it is not comfortable to get out of the neighborhood. She hopes a lower speed limit will be considered when the construction is completed.

Trustee White stated that when turning out from Jewel Street to County Road 2, you cannot see oncoming traffic due to the road closed signs, and the work trucks that park right behind the signs. She also has concerns with roundabout safety. At the roundabout by the elementary school there are signs on the school side stating that you cannot park, but there are not signs on the other side where there are houses. Cars park on the corners, which block your vision when trying to drive into and through the roundabouts. There should be a policy that you cannot park on the corner of the roundabout.

Trustee Wescott shared that the week before Christmas, the school district held a special meeting regarding their proposal to keep middle school students in Lochbuie. Those who attended the meeting were in favor of the new plan but would like to see a permanent solution that will not crowd our schools. The school district would like to hear from the whole community, so they are looking for ideas of how to get feedback from the whole town and may reach out to the Town.

Trustee Coen thanked Trustee Wescott for attending the school district meeting.

Mayor Mahoney inquired about the possibility of moving the comprehensive plan open house to February 13<sup>th</sup>, the night of the Mayor's Mingle.

## **EXECUTIVE SESSION**

- a. Executive session pursuant to CRS Section 24-6-402(4)(b) with Town counsel to discuss legal questions and receive legal advice on annexation strategy.

*Motion made by Mayor Pro Tem Jeffery seconded by Trustee Coen to move to Executive session pursuant to CRS Section 24-6-402(4)(b) with Town counsel to discuss legal questions and receive legal advice on annexation strategy. Motion carried 7-0.*

Mayor Mahoney called a recess at 7:03 PM.

Executive Session began, and Maureen Juran advised the recording could be stopped at 7:13 PM.

Maureen Juran began the recording again at 8:03 PM and the executive session ended.

**ADJOURN**

Mayor Mahoney adjourned the meeting at 8:03 PM.

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

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

\_\_\_\_\_  
Michael Mahoney  
Mayor





## Agenda Item Summary

MEETING DATE: January 16, 2024

SUBJECT: Municipal Jail Services Agreement

PRESENTED BY: Tracey McCoy, Chief of Police

PREPARED BY: Tracey McCoy, Chief of Police

### SUMMARY

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Renewal of the Municipal Jail Services with Weld County. This agreement is renewed every 5 years. It outlines the ability for the Jail to hold individuals that our Municipal Judge sentences to jail or are arrested on Town of Lochbuie Municipal charges, both of which are extremely rare occurrences. This agreement is necessary in case the need arises. It is the same agreement that Weld County makes with all municipalities in the County.

### STAFF RECOMMENDATION/ACTION REQUIRED

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Staff is recommending the Town Board to Approve the Agreement for Municipal Jail Services Between Weld County and Town of Lochbuie.

**AGREEMENT FOR MUNICIPAL JAIL SERVICES BETWEEN WELD COUNTY  
AND TOWN OF LOCHBUIE, LOCHBUIE POLICE DEPARTMENT**

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Town of Lochbuie, Lochbuie Police Department hereinafter referred to as the “Municipality”; and the County of Weld, a body corporate and political subdivision of the State of Colorado, through its Board of County Commissioners, hereinafter referred to as “County.”

WHEREAS, the Municipality does not desire to maintain a jail facility and wishes to use the County Jail and the services of the Sheriff of the County of Weld; and

WHEREAS, the joint use of the County Jail facilities would provide increased efficiency for both parties; and

WHEREAS, in accordance 31-15-401 (1) (k), C.R.S., the Municipality, with the consent of the board of Weld County Commissioners, may use the county jail for the confinement or punishment of offenders, subject to such conditions as are imposed by law; and

WHEREAS, in accordance with Section 29-1-203, C.R.S., political subdivisions may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each of the corporations or contracting entities; and

WHEREAS, in order to set forth clearly the responsibilities, obligations, powers and rights of each of the parties, the Municipality and the County hereby enter into this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions, and promises contained herein, the parties hereto agree as follows:

1. Definitions

- A. Municipal Offender(s) – As used in this agreement, the term Municipal Offender(s) shall mean offenders placed with the County pursuant to this contract.
- B. Municipal Court – the duly designated judicial entity of the Municipality.

2. Conditions for Acceptance of Municipal Offender(s)

The following conditions must be met before a municipal offender will be accepted for commitment or placement at the Weld County Jail ("Jail"):

- A. The offender(s):
  - I. Must be an adult, 18 years of age or older.
  - II. Must be without serious medical and/or mental health issues, as determined by the Weld County Jail Medical Services Provider, including, but not limited to, communicable infectious disease.
  - III. Identity must be reasonably established.
- B. The Pre-booking documentation must be completed as required by the Jail and include, but not be limited to:
  - I. The actual and specific description of the municipal ordinance violation; or
  - II. The actual and specific description of the original municipal ordinance violation, if the booking results from a municipal arrest warrant for failure to appear, comply, complete conditions, or pay, or is a municipal mittimus order.
- C. One of the following forms of documentation from the Municipality must accompany the offender or be provided to the County prior to the offender being accepted and booked at the Jail:

- I. Mittimus Order

A mittimus order shall be accepted only if the commitment is for consecutive days, with the consecutive days not consisting of weekend days only or with days of liberty interspersed with days of detention. The offender may be committed to work release and/or electronic home detention if they meet the minimum acceptance criteria for such jail alternative program and if space is available.

- II. Arrest Warrant

An arrest warrant shall be accepted only if the arrest warrant: (1) includes the actual and specific, (original) municipal ordinance description, (e.g. Failure to Appear/Speeding, Failure to Pay Fines & Costs/ Disorderly Conduct, etc.), AND (2) specifies the amount and type of bond to secure bail, such as: a) an amount of cash, b) an amount of cash or surety, c) personal recognizance after 24 or 48 hours, or d) "Hold without Bond."

Notice of the municipal arrest warrant service shall be made to the municipal court clerk by fax and/or email, or a mutually accepted alternative, within 4 hours. The Municipality shall provide the municipal clerk's fax number to the

County at the time of the execution of this Agreement. The municipal law enforcement agency listed as the arrest warrant originating agency on the Colorado Bureau of Investigation's Colorado Crime Information Center (CCIC) computer system will be notified that the offender has been located when the arrest warrant is confirmed. The Weld County Jail is not responsible for notice to the Municipality, municipal court, or municipal court clerk other than by the means described in this Agreement.

III. Penalty Assessment, Summons or Summons & Compliant

A penalty assessment, summons and complaint, or summons shall be accepted

Municipal offenders cannot be released on personal recognizance after their incarceration based upon the issuance of these documents when any one of the three (3) above listed circumstances are present. A municipal detainer for the offender may be entered in lieu of issuing a penalty assessment, summons and complaint, or summons by request of the arresting municipal officer when any one of the three listed circumstances are present.

- D. The municipality shall provide the County with an Annual Court Appearance Schedule.
- E. The Municipality agrees to comply with the policies and procedures of the Jail and Weld County Sheriff's Department, unless specifically altered in this agreement.

3. Description of Services

- A. In accordance with the terms of this Agreement, it shall be the responsibility of the County to receive and safely keep every adult offender duly committed or placed in the Jail for safekeeping, examination, trial, or duly sentenced to imprisonment in the Jail upon conviction for any contempt, misconduct, or for any violation of municipal ordinance. The County shall not release the offender from jail, on bail or otherwise, except by lawful authority and/or pursuant to the provisions of this Agreement.

- B. It shall be the responsibility of the County to make record of every adult offender duly committed or placed in the Jail in accordance with the terms of this Agreement. The record shall include a photograph or digital image of the offender and offender identification information as defined in Colorado Revised Statutes 24-72-302 (1) and 24-73-302 (2).
  - I. Ten-print fingerprint cards will be electronically sent to the Colorado Bureau of Investigation when the actual and specific description of the municipal ordinance is provided on pre-booking documentation and/or municipal arrest warrants. A ten-print fingerprint card will be maintained by the County for each municipal offender in accordance with the Weld County Sheriff's Office Criminal Justice Records Retention Schedule approved by the Colorado Archivist.
- C. It shall be the responsibility of the County to accept municipal court orders temporarily detaining offenders held pursuant to county or district court matters. The County is responsible to provide timely notice to the municipal law enforcement agency or municipal court detaining the offender when there has been a disposition of pending county or district court matters. Notification to the municipal court shall be made within 4 hours.
- D. It shall be the responsibility of the County to accurately prepare for and accept bonds and related cash or surety documents, set court appearances in accordance with municipal court schedules, complete or prepare other municipal court documents required to accept and release municipal offenders into and from the Weld County Jail. The County is responsible to make said documents available to the municipal clerk or mail said documents to the municipal clerk via email the following work day.
- E. It shall be the responsibility of the County to afford municipal offenders' access to inmate programs and activities in a manner consistent with the Jail classification of like County inmates. The municipal offender's classification will be determined by the Jail Inmate Services Unit Classification staff.
- F. It shall be the responsibility of the County to comply with C.R.S. 17-26-109 and afford sentenced municipal offenders deductions of time for his/her municipal court sentence in a manner consistent with sentenced County offenders.
- G. It shall be the responsibility of the County to determine sentenced municipal offender's eligibility and conditions for furlough consistent

with sentenced County offenders. The County shall notify the municipal court of any municipal offender furlough.

- H. It shall be the responsibility of the County to comply with the provisions of C.R.S. 13-10-111.5, as amended, and any standing orders issued by the municipal court pursuant to said statute.

4. Duration of Agreement

This Agreement shall be effective upon final execution by the appropriate officers of both parties on the date first set forth above, and shall continue through **January 30<sup>th</sup>, 2025**, and shall be automatically renewable year to year for up to 5 years from final execution unless sooner terminated by notice from either party in accordance with Section 5 of this Agreement. It is further understood and agreed that the obligations of the Municipality as set forth herein shall be subject to annual appropriation. Nothing herein shall be deemed a multiple fiscal-year obligation in violation of Article X, Section 20 of the Colorado Constitution. At the time this Agreement is terminated, the Municipality shall retake all Municipal offenders.

5. Termination of Agreement

This Agreement may be unilaterally terminated, with or without cause, by 30 days written notice, by either party delivered to the other party in accordance with Section 12 "Notices". Within 30 days after delivery of said notice, the Municipality shall retake physical custody of Municipal offenders in the County's custody pursuant to this Agreement.

6. Emergency Release

Notwithstanding the provisions of Section 4 & 5 set forth herein, the County has the authority to release, on an emergency basis, those municipal offenders when the County deems such release is necessary due to exigent circumstances. The County shall, in its sole discretion, determine those exigent circumstances which necessitate such emergency release. Such exigent circumstances may include, but are not limited to, inmate overcrowding of the County Jail. The County shall notify the municipal court of the offender's name, date & time released, and the basis for release due to exigent circumstances.

7. Agreement Monitor

In order to administer this Agreement effectively, the Municipality shall designate an Agreement Monitor. Until further notice is received, the Municipality's Agreement Monitor shall be the individual named in Schedule A, attached hereto and incorporated herein by reference. Any

change in the Agreement Monitor shall be effective upon 10 days advance written notice to the County's Contact Person.

8. County Contact Person

In order to administer this Agreement effectively, the Sheriff or his/her designee shall act as the County's Contact Person. Until further notice is received, the County's Contact Person shall be the individual named in Schedule A, attached hereto and incorporated herein by reference. Any change in the County's Contact Person shall be effective upon 10 days advance written notice to the Municipality's Agreement Monitor.

9. Cost and Reimbursement

- A. Except as otherwise provided in this Agreement, all costs of housing the Municipality's offenders, pursuant to the terms of this Agreement shall be fixed and reimbursed at the per offender per day rate set in the previous year by the Joint Budget Committee of the Colorado General Assembly for reimbursement to Colorado counties for holding backlogged Department of Corrections' inmates. Said rate shall begin **July 1** of the year following the setting of the rate and continuing to and until **June 30** of said year. The Municipality shall reimburse the County for the day the Municipality's offender is delivered and for every subsequent day that the Municipality's offender is assigned to the Weld County Jail, but not the day that the Municipality's offender is released from the Weld County Jail due to completion of sentence or by order of the committing Court.
- B. For those offenders who remain in the County Jail for a period of no more than four (4) hours, the Municipality shall pay the County one half of the Per Diem rate set forth in paragraph A, above.
- C. If the Municipal offender is detained in the Weld County Jail under the concurrent authority of the municipality and of other municipal jurisdictions, the municipality shall be responsible for no more than its equally proportional share of the cost of housing and maintaining the offender in the custody and/or under the supervision of the Weld County Sheriff.
- D. The costs of providing routine, on-site or contract medical, psychiatric or dental services shall be considered normal costs incidental to the operation of the County Jail, as further defined in Schedule B, attached hereto and incorporated herein by reference, and are considered part of the costs reimbursed by the Per Diem rate per offender as provided in paragraph A, above. The County shall be reimbursed by the Municipality for the costs of extra ordinary health care services, as further defined in Schedule-B.

- E. Physical damage to the Weld County Jail as a direct result of the placement of a municipal offender housed therein shall not be considered "usual costs" incidental to the operation of the Weld County Jail. These costs shall not be part of the reimbursement by the fixed rate per offender per day as provided by subparagraphs A. and B. of Section 9 of this Agreement. The County shall be reimbursed separately by the Municipality for these costs.
- F. The Municipality shall be billed monthly by the County for the rates set forth in Section 9 subparagraphs A, B, & C of this Agreement. Payment shall be made within 30 days of receipt of the County's invoice. The Municipality shall reimburse the County for extraordinary medical expenses as set forth in Schedule B. The Municipality shall reimburse the County for non-medical extraordinary expenses incurred under the terms of this Agreement within 30 days of receipt of the County's invoice.

10. Transportation

Transportation of offenders in custody for violation of a Municipal Ordinance is the sole responsibility of the Municipality. If the Municipality and County have entered into a separate agreement for law enforcement services, then transportation of offenders in custody for violation of a Municipal Ordinance shall take place in accordance with the provisions of said agreement and all costs incurred by the County in the course of providing such transportation on behalf of the Municipality shall be paid by the Municipality as provided therein.

- A. Municipal Video Court Appearance technology is available to Municipality in the jail. If the Municipality wants to use this technology, t h e Municipality will work closely with the Weld County Sheriff Office and Weld County Information Technology to identify system minimums and requirements for the Municipality to include hardware, software, and network configurations. The Municipality understands and agrees that identified system minimums and requirements, hardware, software, network configurations, labor and installation, and post installation connectivity troubleshooting of the Municipality's Video Court is not the responsibility of the County. The system shall be available at scheduled times barring system failure.
- B. The Municipality shall provide, in advance, the Municipality Court docket to the Sheriff's Office. T h e Municipality shall be responsible to provide a Municipality Bailiff to transport, escort, and provide security for Municipality Offenders to Municipal Video Court Appearance at the facility in the North Jail Complex. Upon completion of Municipality Video Court, the Municipality Bailiff shall transport and escort Municipality Offenders back to a designated area within the North Jail Complex determined by the County.



11. Responsibility for Legal Proceedings

- A. The Municipality shall be responsible for defending itself and its officers and employees in any civil action brought against the Municipality, its officers and employees by any municipal offender in the physical custody of the County.
- B. The County shall be responsible for defending itself, its deputies and employees in any civil action brought against the County, its officers and employees by any municipal offender in the physical custody of the County.
- C. The Municipality and its representatives shall not be deemed to assume any liability for intentional or negligent acts, errors or omissions of the County or the representatives thereof, arising out of the housing of any municipal offender pursuant to this Agreement.
- D. The County and its representatives shall not be deemed to assume any liability for intentional or negligent acts, errors or omissions of the Municipality or the representatives thereof, arising out of the housing of any municipal offender pursuant to this Agreement.

12. Notices

Any notices provided for in this Agreement shall be in writing and shall be served by personal delivery or by certified mail, return receipt requested, prepaid postage at the address listed in Schedule C, attached hereto and incorporated herein by reference, until such time as written notice of a change is received from the other party. Any notice so mailed and any notice served by personal delivery shall be deemed delivered and effective upon receipt or upon attempted delivery. This method of notification will be used in all instances, except for emergency situations when immediate notification to the Agreement Monitor or the County Contact Person is required.

13. No Third Party Beneficiary Enforcement

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Municipality and the County, and nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other person on this Agreement. It is the express intention of the Municipality and the County that any entity,

other than the Municipality or the County receiving services or benefits under this Agreement, shall be deemed an incidental beneficiary only.

14. Modification and Breach of Contract

This Agreement and the attached schedules contain the entire Agreement and understanding between the parties and supersedes any other agreements concerning the subject matter of this transaction whether oral or written. No modification, amendment, revocation, renewal or other alteration of/to this Agreement and the attached schedules, shall be deemed valid or of any force or affect whatsoever, unless mutually agreed upon in writing by the parties. No breach of any term, provision or clause of this Agreement and attached schedules shall be deemed waived or excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

15. Severability

If any term or condition of this Agreement shall be held to be invalid, illegal or unenforceable, this Agreement shall be construed and enforced without such a provision, to the extent this Agreement is then capable of execution within the original intent of the parties.

16. Governmental Immunity. No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions, of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as applicable now or hereafter amended.

17. Board of County Commissioners of Weld County Approval. This Agreement shall not be valid until it has been approved by the Board of County Commissioners of Weld County, Colorado or its designee.

18. Acknowledgment. County and Municipality acknowledge that each has read this Agreement, understands it and agrees to be bound by its terms. Both parties further agree that this Agreement, with the attached Schedules A-C, is the complete and exclusive statement of agreement between the parties and supersedes all proposals or prior agreements, oral or written, and any other communications between the parties relating to the subject matter of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have signed and executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BOARD OF COUNTY COMMISSIONERS  
OF WELD COUNTY, COLORADO

By: \_\_\_\_\_  
James Scott , Chair

ATTEST:

By: \_\_\_\_\_  
Clerk to the Board

Town of Lochbuie, COLORADO

By: \_\_\_\_\_

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

ATTEST:

By: \_\_\_\_\_  
City Clerk

**AGREEMENT FOR MUNICIPAL JAIL SERVICES**

SCHEDULE A

1. Until further notice is received, the Municipality's Agreement Monitor shall be:

Name \_\_\_\_\_  
Municipality \_\_\_\_\_  
Address 1 \_\_\_\_\_  
Address 2 \_\_\_\_\_  
Phone \_\_\_\_\_  
\_\_\_\_\_

2. Until further notice is received, the County's Contact Person shall be:

Rosanna Soto, Office Manager  
Administrative Division  
Weld County Sheriff's Office  
1950 O Street  
Greeley, CO 80631  
Telephone: (970) 400-2804

## AGREEMENT FOR MUNICIPAL JAIL SERVICES

### SCHEDULE B

The costs of providing to municipal offenders routine on-site medical psychological/ psychiatric, dental and medication services, customarily provided to persons sentenced to confinement in the Weld County Jail, shall be considered usual costs incident to the operation of the Weld County Jail. These usual costs include but are not limited to, regularly scheduled sick call, nursing coverage, regular on-site physician visits, routine X-rays for diagnostic purposes which may lead to off-site care, and the dispensing and cost of common prescription medications for routine and minor illnesses. In addition, all municipal offenders transferred to the County pursuant to this Agreement with a condition of drug aftercare, a known history of drug abuse while incarcerated, or who are suspected of illegal use of drugs, shall be required to participate in routine urinalysis testing conducted by the Weld County Jail health care provider. All positive test results for unauthorized drugs shall be reported by the County Contact Person to the Agreement Monitor. The cost of this routine urinalysis testing, together with the usual costs of care referenced above, shall be part of the fixed rate per offender per day as set forth in Section 9 A, of this Agreement.

Extraordinary medical expenses for extraordinary health care shall be the responsibility of the Municipality, subject to the authorization provision below.

For purposes of this Agreement, extraordinary medical expenses are those expenses for extraordinary health care commonly provided to offenders on-site at the Weld County Jail by the Weld County Jail health care provider. Extraordinary medical expenses also include costs for prescribed prosthetics, hearing aids, prescribed eyeglasses, dentures or costs for any cosmetic, dental or elective medical procedure or treatment. Extraordinary health care includes but is not limited to, prescription medication for serious, chronic, infectious and/or uncommon illnesses such as diabetes and hepatitis; respiratory care including requirements for oxygen; rehabilitation-therapy and equipment; care requiring a general or spinal anesthetic; care requiring the services of a surgeon and attending nursing care; dental surgery excluding the repair of cavities, on-site tooth extraction or routine dental procedures; ambulance or Air Life transportation. The Weld County Jail health care provider shall determine when off-site care is required for municipal offenders housed at the Weld County Jail.

Extraordinary medical expenses shall be reimbursed by the Municipality provided:

- 1) Such service is emergency medical treatment as determined by the Weld County Jail health care provider, or
- 2) Such service was approved in advance by the Agreement Monitor.

In cases where the Weld County Jail health care provider has determined that extraordinary care must be provided prior to obtaining the Agreement Monitor's consent, the Weld County health care provider shall notify the Agreement Monitor as soon as practicable, but no later than 8 hours after the rendering of care.

**AGREEMENT FOR MUNICIPAL JAIL SERVICES**

SCHEDULE C

1. Any notice to the Municipality provided for in this Agreement shall be sent to the Agreement Monitor at:

Name \_\_\_\_\_  
Municipality \_\_\_\_\_  
Address 1 \_\_\_\_\_  
Address 2 \_\_\_\_\_  
Phone \_\_\_\_\_  
\_\_\_\_\_

2. Any notice to the County provided for in this Agreement shall be sent to:

Board of Weld County Commissioners  
P.O. Box 758  
Greeley Co. 80632-D758  
Telephone: (970) 356-4000 Ext. 4225

With a copy to:

Rosanne Soto, Office Manager  
Administrative Division  
Weld County Sheriff's Office  
1950 O Street  
Greeley, CO 80631  
Telephone: (970) 400-2804



## Agenda Item Summary

**MEETING DATE:** January 16, 2024  
**SUBJECT:** Resolution 2024-08, approving the Southwest Weld County Subregion Forum Collaborative Transportation Planning Intergovernmental Agreement Among the City of Brighton, the City of Dacono, the Town of Erie, the Town of Frederick, the Town of Firestone, the Town of Lochbuie, the City of Longmont, the Town of Mead, the City of Thornton, and Weld County  
**PRESENTED BY:** A.J. Euckert, Town Manager

### SUMMARY

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This Intergovernmental Agreement (IGA) supersedes the previous agreement and will allow the Town to access the subregional pool of funds allocated to the participating communities/county through a competitive process.

### BACKGROUND

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In 2018, DRCOG modified the Transportation Improvement Program (TIP) submittal process from a centralized Regional Model where all TIP funding applications were submitted directly to DRCOG to a new dual model that comprises both a regional funding process and a subregional funding process. The subregional funding process component of the dual model is comprised of subregions that are defined as the geographical boundaries of counties and include the incorporated Towns, Cities, and unincorporated County areas located within a county, and Weld County’s subregion is referenced as the “Southwest Weld County Subregion.” The participating agencies within each subregion will collaborate and submit projects as a subregion to compete directly with other subregions for CDOT and DRCOG regional funding, as well as develop a list of recommended projects to use the subregional funding.

### FINANCIAL CONSIDERATIONS

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Other than staff and elected official meeting time, this agreement has no associated costs or fees. However, it will allow the Town to access subregional funds through a competitive process.

### STAFF RECOMMENDATION/ACTION REQUIRED

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Staff recommends the following motion...

“I move to approve Resolution 2024-08, an IGA by and among the Town of Lochbuie, the City of Brighton, the City of Dacono, the Town of Erie, the Town of Frederick, the Town of Firestone, the Town,





the City of Longmont, the Town of Mead, the City of Thornton, and Weld County for coordination of transportation planning in Southwest Weld County.”

## **ATTACHMENTS**

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Resolution 2024-08

Southwest Weld County Subregion Forum Collaborative Transportation Planning IGA

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

**RESOLUTION NO. 2024-08**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF LOCHBUIE, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND AMONG THE TOWN OF LOCHBUIE, THE CITY OF BRIGHTON, THE CITY OF DAcono, THE TOWN OF ERIE, THE TOWN OF FREDERICK, THE TOWN OF FIRESTONE, THE CITY OF LONGMONT, THE TOWN OF MEAD, THE CITY OF THORNTON, AND WELD COUNTY FOR COORDINATION OF TRANSPORTATION PLANNING IN SOUTHWEST WELD COUNTY**

**WHEREAS**, the Town is authorized by the provisions of Colo. Const. art. XIV, § 18(2)(a) and §§ 29-1-201, et. seq., C.R.S., to enter into contracts with other governmental entities for the performance of functions that it is authorized by law to perform on its own; and

**WHEREAS**, the Town and the City of Brighton, the City of Dacono, the Town of Erie, the Town of Frederick, the Town of Firestone, the City of Longmont, the Town of Mead, the City of Thornton, and Weld County desire to enter into an intergovernmental agreement to set forth their understanding of how the transportation planning efforts in Southwest Weld County will be coordinated for purposes of submitting project funding requests to the Colorado Department of Transportation and the Denver Regional Council of Governments for consideration in their respective capital improvement plans; and

**WHEREAS**, Town Staff has reviewed the proposed Intergovernmental Agreement attached hereto as Exhibit A (IGA), and recommends that the Board approve the IGA.

**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, (b) authorizes the Mayor to execute the IGA generally in the form attached hereto with such minor modifications as required and approved by the Town Attorney that do not increase the obligations of the Town.

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

**ADOPTED THIS 16TH DAY OF JANUARY, 2024.**

**TOWN OF LOCHBUIE, COLORADO**

**ATTEST:**

\_\_\_\_\_  
Michael Mahoney, Mayor

By: \_\_\_\_\_

Heather Bowen, Town Clerk

**EXHIBIT A**

**INTERGOVERNMENTAL AGREEMENT FOR COORDINATION OF  
TRANSPORTATION PLANNING IN SOUTHWEST WELD COUNTY**

SOUTHWEST WELD COUNTY SUBREGION FORUM COLLABORATIVE TRANSPORTATION PLANNING INTERGOVERNMENTAL AGREEMENT AMONG THE CITY OF BRIGHTON, THE CITY OF DACONO, THE TOWN OF ERIE, THE TOWN OF FREDERICK, THE TOWN OF FIRESTONE, THE TOWN OF LOCHBUIE, THE CITY OF LONGMONT, THE TOWN OF MEAD, THE CITY OF THORNTON, AND WELD COUNTY

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THIS SOUTHWEST WELD COUNTY SUBREGION FORUM COLLABORATIVE TRANSPORTATION PLANNING AGREEMENT (“Agreement”) is entered into effective as of the \_\_\_ day of \_\_\_\_\_, 202\_\_, by and among the City of Brighton, the City of Dacono, the Town of Erie, the Town of Frederick, the Town of Firestone, the Town of Lochbuie, the City of Longmont, the Town of Mead, the City of Thornton, and Weld County, all of said parties being referred to collectively herein as the “Agencies.”

WITNESSETH

**WHEREAS**, the Agencies are authorized by the provisions of Colo. Const. art. XIV, § 18(2)(a) and §§ 29-1-201, *et. seq.*, C.R.S., to enter into contracts with each other for the performance of functions that they are authorized by law to perform on their own; and

**WHEREAS**, the Agencies wish to set forth their understanding of how the transportation planning efforts in Southwest Weld County will be coordinated for purposes of submitting project funding requests to the Colorado Department of Transportation (“CDOT”) and the Denver Regional Council of Governments (“DRCOG”) for consideration in their respective Capital Improvement Plans; and

**WHEREAS**, in 2018 DRCOG modified the Transportation Improvement Program (“TIP”) submittal process from a centralized Regional Model where all TIP funding applications were submitted directly to DRCOG, to a new Dual Model that comprises both a Regional Funding process and a Subregional Funding process; and

**WHEREAS**, the Subregional Funding process component of the Dual Model is comprised of subregions that are defined as the geographical boundaries of counties and include the incorporated Towns, Cities and unincorporated county areas located within a county and Weld County’s subregion shall be referenced as the “Southwest Weld County Subregion”; and

**WHEREAS**, the participating agencies within each subregion will collaborate and submit projects as a subregion to compete directly with other subregions for CDOT and DRCOG Regional Funding, as well as develop a list of recommended projects to use the Subregional Funding; and

**WHEREAS**, the Agencies agree to coordinate, collaborate, and advocate for other grant funding opportunities to support multimodal transportation projects that will benefit the Forum, as such term is defined below; and

**WHEREAS**, the Agencies wish to enter into this Agreement to coordinate current and future transportation planning within Southwest Weld County.

**NOW, THEREFORE, THE AGENCIES AGREE TO COOPERATE AS FOLLOWS:**

- 1. The Southwest Weld County Subregion Forum Project Priority Programming Process (“4P County Hearing Process”) for Multimodal Projects.** The Appointees of the Agencies, as defined below, will use good faith efforts to collaborate in identifying priority corridors and in the development of a prioritized countywide list for interstate/state highway system, rail, transit, bicycle, pedestrian, and Transportation Demand Management (TDM) projects. These priority

corridors and list will be presented by **the Forum** (as such term is defined below) to CDOT and DRCOG for funding consideration during the 4P County Hearing Process and during cyclical updates to CDOT's 10-year Plan, State Transportation Improvement Plan (STIP), RTD's Strategic Plan, and DRCOG's Transportation Improvement Plan (TIP), as applicable.

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**2. Establishment of the Southwest Weld County Subregion Forum to specifically participate in the DRCOG Dual Model Process.**

- A. Establishment of the Forum. There is hereby established by the Agencies the Southwest Weld County Subregional Forum ("Forum"), which is authorized to operate in accordance with this Agreement and take the actions authorized in subsection (E) of this Section 2.
- B. Representation on the Forum. The Agencies shall each appoint a Forum representative, that representative being a public official or other delegate, to serve as a regular member of the Forum ("Appointee"). The Agencies each may designate one (1) alternate to participate in the Forum in the absence of the Appointee ("Alternate").
- C. Establishing a Chair and Vice-Chair. The Appointees and/or Alternates (as determined by individual Agencies) identified to participate in the Forum will meet and vote to elect a Chair and Vice-Chair for the Forum. The Chair, or their designee, will be responsible for: establishing Forum agendas; chairing meetings; coordinating with staff support, as provided in Section 3, to establish meeting locations and prepare agenda packets; and coordinating the presentation of the Forum's recommended portfolio of projects to the DRCOG Board of Directors.
- D. Voting Procedures. A quorum of the Forum must be present to take a vote. The quorum ~~is~~ shall be comprised of the simple majority (~~Six~~) of the Appointees (or Alternates in the absence of an Appointee) (which number shall be six (6) assuming all Agencies execute this Agreement). All Forum actions shall be made by motion duly seconded and approved by ~~the simple majority~~ a majority of the quorum present. Each Agency shall have one vote. Jurisdiction(s) that do not sign this Agreement shall be considered a "Non-Voting Member(s)" without any authority to vote on Forum matters as set forth in subsection (F) of this Section 2.
- E. Forum Actions. The Forum's actions may include, but are not limited to: establishment of the Forum rules; approving project submittals for Regional Funding; developing a recommended portfolio of projects for Subregional funding; adhering to established rules and procedures set forth by the DRCOG Board; developing and approving any additional rules, procedures, policies, or other activities related to the TIP project selection and evaluation process.
- F. Non-Voting Members. In addition to the Agencies, all DRCOG members and governmental entities with corporate limits wholly or partially within the Southwest Weld County Subregional boundary shall be invited to participate in discussion and provide perspective to the Forum, as well as submit projects for Subregional funding, as Non-Voting Members. This includes all non-signatory jurisdictions to this Agreement, CDOT, transportation management organizations, as well as other entities and agencies that are eligible for the direct receipt of federal TIP funding.
- G. Project Requests for DRCOG Funding. The Agencies agree to submit all DRCOG funding applications for the Southwest Weld County Subregion transportation projects or programs seeking Regional or Subregional funding through the Forum. Submissions may include any transportation related project or program eligible per the DRCOG Board's TIP Policy. The Forum will cooperate and work diligently and in good faith to create a recommended list of projects for submission to DRCOG for each TIP cycle. The Forum shall ensure that all regional

and subregional projects submitted to DRCOG comply with all grant requirements, such as, but not limited to, DRCOG adopted TIP policy and criteria; any supplemental Forum policies and /or criteria; presence in the adopted *Metro Vision Fiscally-Constrained Regional Transportation Plan*; local match requirements; and, that any project or program that is under the respective jurisdiction of either CDOT and/or RTD are supported by said Agencies.

- H. **Criteria and DRCOG Assistance.** DRCOG will establish overall criteria regarding project and program eligibility and evaluation of submitted projects. The Forum may choose to establish additional policy and criteria consistent with applicable Federal law and regulations. The Forum or Forum Subcommittee, which is described in Section 3, may request assistance or information, including but not limited to, air quality information and vehicle traffic projections from DRCOG staff. Once the criteria have been approved by DRCOG staff, the Forum will be responsible for reviewing DRCOG staff rankings in order to discuss project applications and recommend project rankings so the Forum recommendations can be forwarded to the DRCOG Board.
  - I. **Open Meetings; Notice and Agenda Packets for Meetings.** All meetings of the Forum and any Forum Subcommittee meetings, specifically pertaining to the DRCOG Dual TIP Model process, shall be open to the public with reasonable time allotted for public comment. Notice of meetings and associated materials shall be posted at least two days prior to the Forum meeting in accordance with DRCOG requirements.
3. **Establishment of Forum Subcommittee(s).** The Forum agrees to create Forum ~~€~~Subcommittee(s), as needed, when additional technical staff support is required to facilitate the Forum in their decision-making process. ~~The-Each~~ Forum Subcommittee will consist of one (1) staff representative from each Agency, as designated by each Agency. ~~The~~Forum Subcommittee(s) shall be responsible for gathering data to assist with project information and recommendations, all which will be subject to review and final approval by the Forum.
  4. **Staff Support.** Weld County staff shall be responsible for coordinating with Agencies and facilitating the Southwest Weld County Subregion Forum meetings by taking meeting minutes, developing agenda packets, and ensuring posting requirements are adhered to in conjunction with DRCOG policies.
  5. **Planning Timeline.** The Agencies project review and prioritization shall be coordinated with the DRCOG TIP planning process timeline and the CDOT/Transportation Commission planning timeline for the 4P County Hearing process and STIP programming.
  6. **Benefits Inure to Agencies Only.** It is expressly understood and agreed that the enforcement of terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included as a party to this Agreement. It is the express intention of this Agreement that any entity, other than the Agencies

that are parties to this Agreement, that receives services or benefits as a result of this Agreement shall be an incidental beneficiary only, including but not limited to Non-Voting Members as defined above.

7. **Government Immunity.** No portion of this Agreement shall be deemed to constitute a waiver of any immunities the Agencies or their officers or employees may possess, nor shall any portion of this Agreement be deemed to have created a duty of care which did not previously exist with respect to any person.
8. **Termination of Agreement.** This Agreement shall remain in effect until terminated by majority vote of the Agencies. Any Agency may withdraw from this Agreement by providing written notice to the Forum Chair of its intent to withdraw at least ninety (90) days prior to its intended date of withdrawal. The notice of intent to withdraw shall be by formal action of the governing body requesting withdrawal, such as a duly approved resolution. Any Agency that withdraws from the Agreement will be considered as a “Non-Voting Member” upon such withdrawal.
9. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

By signing this Agreement, the Agencies acknowledge and represent to one another that all procedures necessary to validly contract and execute this said Amendment have been performed, and that the persons signing for each Agency have been duly authorized by such Agency to do so.



**WELD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Mike Freeman, Chair

\_\_\_\_\_  
Date

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
County Attorney's Office

**CITY OF BRIGHTON**

\_\_\_\_\_  
( ), Mayor

\_\_\_\_\_  
Date

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney's Office

**CITY OF DACONO**

\_\_\_\_\_  
( ), Mayor

\_\_\_\_\_  
Date

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney's Office

**TOWN OF ERIE**

\_\_\_\_\_  
( ), Mayor

\_\_\_\_\_  
Date

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Town Attorney's Office

**TOWN OF FREDERICK**

\_\_\_\_\_  
( ), Mayor

\_\_\_\_\_  
Date

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Town Attorney's Office

**TOWN OF FIRESTONE**

\_\_\_\_\_  
( ), Mayor

\_\_\_\_\_  
Date

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney's Office

**TOWN OF LOCHBUIE**

\_\_\_\_\_, Mayor

\_\_\_\_\_  
Date

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Town Attorney's Office

**CITY OF LONGMONT**

\_\_\_\_\_, Mayor

\_\_\_\_\_  
Date

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney's Office

**TOWN OF MEAD**

\_\_\_\_\_  
(~~\_\_\_\_\_~~) Colleen G. Whitlow, Mayor

\_\_\_\_\_  
Date

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Town Attorney's Office

**CITY OF THORNTON**

\_\_\_\_\_  
(            ), Mayor

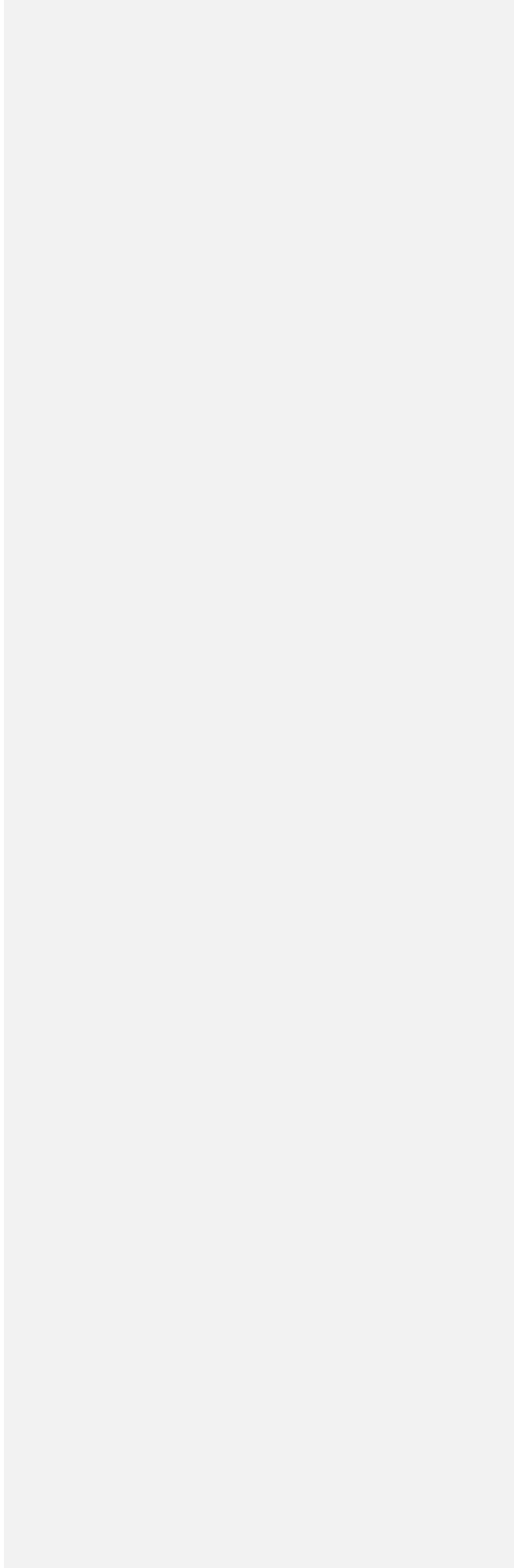
\_\_\_\_\_  
Date

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney's Office





## Agenda Item Summary

**MEETING DATE:** January 16, 2024  
**SUBJECT:** Resolution 2024-09, approving an Engagement Agreement with Murray Dahl Beery and Renaud LLP  
**PRESENTED BY:** A.J. Euckert, Town Manager

### **SUMMARY**

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This agreement is for special counsel services for annexation matters.

### **BACKGROUND**

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Mr. Dahl limits his practice to local government law dealing with all aspects of land use, annexation, and government operations. Mr. Dahl is a past general counsel to the Colorado Municipal League and to the Northwest Colorado Council of Government. Mr. Dahl represents municipalities and counties in general government matters and in the planning and development of land. His practice in this field is statewide. He has authored numerous complete land use codes for municipalities and counties. He is a frequent speaker on land use, ethics, and local government issues.

### **FINANCIAL CONSIDERATIONS**

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Fees for Mr. Dahl’s services will be paid from the Legal Services line item in the General Fund.

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

---

Staff recommends the following motion...

“I move to approve Resolution 2024-09, an Engagement Agreement with Murray Dahl Beery and Renaud LLP.”

### **ATTACHMENTS**

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Resolution 2024-09  
Engagement Agreement with Murray Dahl Beery and Renaud LLP

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

**RESOLUTION NO. 2024-09**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF  
LOCHBUIE, COLORADO, APPROVING AN ENGAGEMENT AGREEMENT  
WITH MURRAY DAHL BEERY AND RENAUD LLP**

**WHEREAS**, the Town desires to engage Murray Dahl Beery & Renaud LLP (“Firm”) for special counsel legal services in relation to certain applications for annexation received by the Town in accordance with the terms of an Engagement Agreement provided by the firm.

**WHEREAS**, Town Staff has reviewed the proposed Engagement Agreement attached hereto as Exhibit A and recommends that the Board approve the Engagement Agreement.

**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, (b) authorizes the Mayor to execute the Engagement Agreement generally in the form attached hereto with such minor modifications as required and approved by the Town Attorney that do not increase the obligations of the Town.

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

**ADOPTED THIS 16TH DAY OF JANUARY, 2024.**

**TOWN OF LOCHBUIE, COLORADO**

**ATTEST:**

\_\_\_\_\_  
Michael Mahoney, Mayor

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

**EXHIBIT A**  
ENGAGEMENT AGREEMENT

## ATTORNEY-CLIENT ENGAGEMENT AGREEMENT

THIS ATTORNEY ENGAGEMENT AGREEMENT dated January 8, 2024 is a contract for legal services effective upon execution between **Murray Dahl Beery Renaud LLP** ("MDBR") and the **Town of Lochbuie, Colorado**, (the "Client").

FOR AND IN CONSIDERATION of the mutual promises and undertakings herein set forth the parties agree as follows:

**1. Legal Services.** MDBR agrees to provide the following legal services:

- Advise on annexation matters, including potential litigation
- Attend meetings; and
- Other duties as assigned

**2. Staffing.** Gerald Dahl is the designated Attorney for this engagement. Gerald may be assisted by Special Counsel, Joseph Rivera of our Firm.

**3. Fees and Expenses.** The Client will compensate MDBR for professional legal services at the hourly rate of \$225. Paralegal services from within the firm will be billed at \$95 per hour. Expenses such as photocopying will be charged at the rates set forth on the attached.

**4. Schedule of Costs.** Current rates may be changed upon the express approval of both parties, in advance. MDBR will issue a detailed, itemized invoice each month, and the Client will pay each invoice within 30 days after receipt.

**5. Retainer.** None.

**6. Termination.** This Agreement may be terminated by either party upon notice in writing to the other. If MDBR terminates this Agreement, it will do so in such a manner as not to jeopardize the interests of the Client's matters then pending and will give the Client reasonable opportunity to secure other legal counsel.


**7. File Retention and Destruction.** The Client acknowledges that the files the Law Firm creates and compiles for work on Client's matters, including notes, correspondence, pleadings, research, and documents which we prepare, will not be kept indefinitely. It is the Law Firm's policy to destroy all files (including all documents and materials therein), seven (7) years after completion of each matter. However, if some legal restriction on destruction is imposed or some new development occurs, the retention period may be modified. This file destruction process is automatic and the Client will not receive further notice prior to the destruction of these files. Accordingly, if the Client wishes to maintain a record of any matter beyond our retention period, the Town should consider maintaining its own files relating to the above referenced matters we are handling.



IN WITNESS WHEREOF this Agreement shall take effect upon execution by the parties.

**MURRAY DAHL BEERY RENAUD LLP**

**TOWN OF LOCHBUIE, COLORADO**

BY:  \_\_\_\_\_

**GERALD DAHL, Partner**

BY: \_\_\_\_\_

**NAME:**

**Title:**

### Schedule of Costs

1. **Long Distance Telephone Charges:** There is no charge for long distance calls.
2. **Faxes:** There is no charge for faxes received or sent on behalf of Client.
3. **Copying and Scanning:** Document scanning and copying charges are \$.10 per page for black and white copies, and \$.50 per page for color copies made within the Firm. Copying, collating, binding, and scanning performed outside the Firm shall be charged at actual cost. The decision to use outside scanning, copying, collating and binding services shall be made on a case-by-case basis as the circumstances require.
4. **Deliveries:** Items delivered by commercial messenger service are billed at the actual rate charged by the service.
5. **Legal Research:** The charge to the Client includes the usage amount billed directly to the Firm from its on-line legal research provider in relation to the Client's case.
6. **Mileage:** Mileage is charged at a rate consistent with the guidelines published by the IRS.
7. **Other Costs:** Other third-party costs will be billed to Client at the same rate the Firm is billed for the third-party services.

**MURRAY DAHL BEERY RENAUD LLP**  
**PRIVACY POLICY NOTICE**

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Attorneys, like other professionals, who advise on certain personal matters, are required by federal law to inform their clients of their policies regarding privacy of client information. Attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by law. Therefore, please understand that your privacy is important to us and we will always protect your right to privacy. Maintaining your trust and confidence is a high priority to this law firm. The purpose of this notice is to comply with the law by explaining our privacy policy with respect to your personal information.

**NONPUBLIC PERSONAL INFORMATION WE COLLECT:**

In the course of providing our clients with legal services, we collect personal information about our clients that is not available to the public and which is provided to us by our clients or obtained by us with their authorization or consent.

**PRIVACY POLICY:**

As a client of Murray Dahl Beery Renaud LLP, rest assured that all nonpublic personal information that we receive from you is held in confidence, and is not released to people outside the firm, except as agreed to by you, or as is permitted or required by law and applicable ethics rules.

**CONFIDENTIALITY AND SECURITY:**

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. We restrict access to nonpublic, personal information about you to those people in the firm (and their support personnel) who need to know that information to provide services to you. In order to guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards as well as federal regulations.

Please call the attorney you work with if you have any questions. Your privacy, our professional ethics, and the ability to provide you with quality service are very important to us.



## Agenda Item Summary (AIS)

MEETING DATE: January 16, 2024

SUBJECT: Presentation of the results of a community outreach survey to the Board of Trustees

SUBMITTED BY: Nora Bland, Cushing Terrell (Comprehensive Plan consultant)  
Chris Kennedy, Community Development Director

### SUMMARY

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As a part of the ongoing Comprehensive Plan Update project, consultants from Cushing Terrell conducted a community outreach survey this past fall to guide the effort. This is a presentation by the consultants to share the results of that survey.

### ATTACHMENT

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Community Survey Results Presentation

# hello.

Town of Lochbuie Comprehensive Plan Update

**BOARD OF TRUSTEES UPDATE**

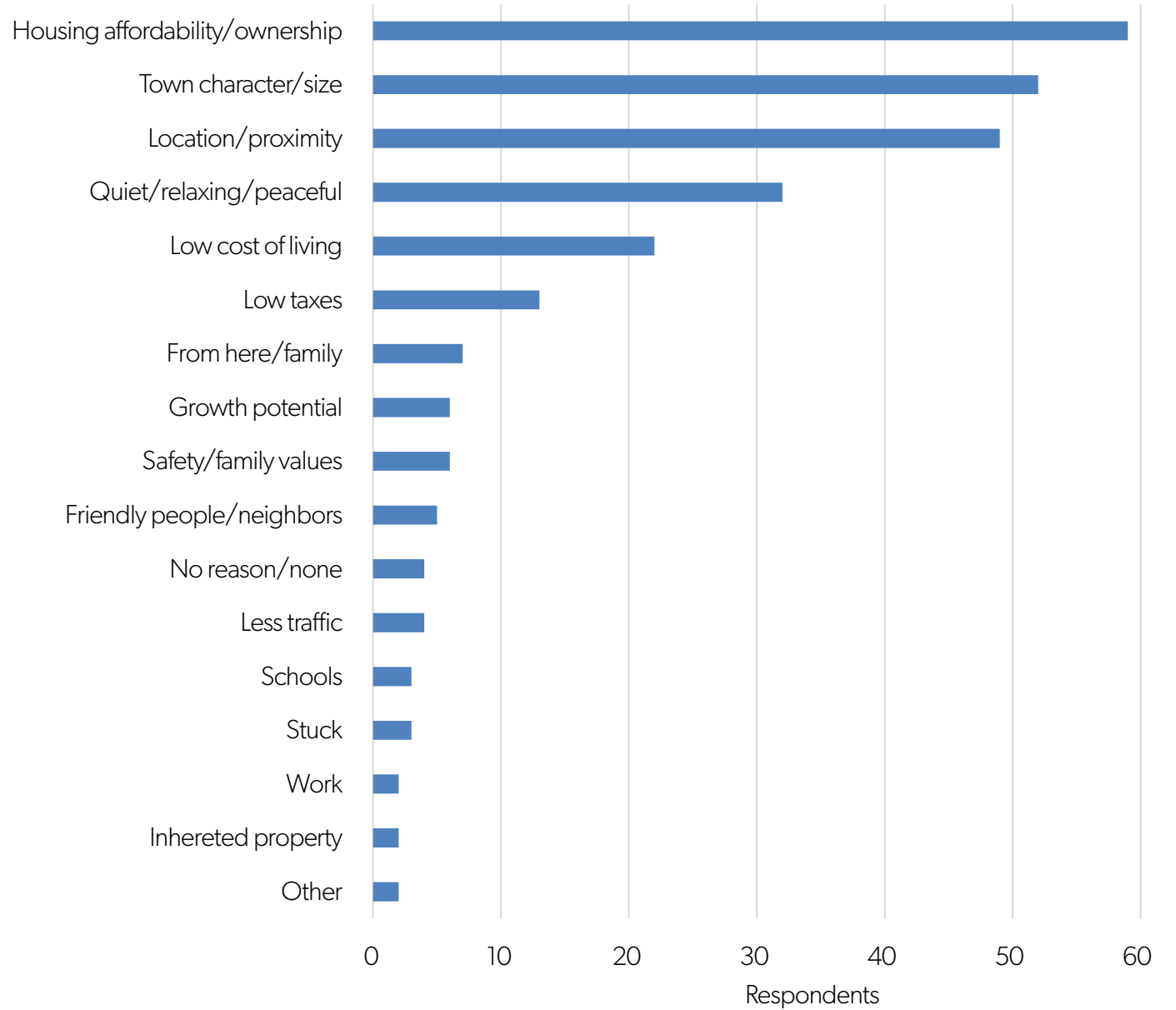
January 16, 2024

Cushing  
Terrell.



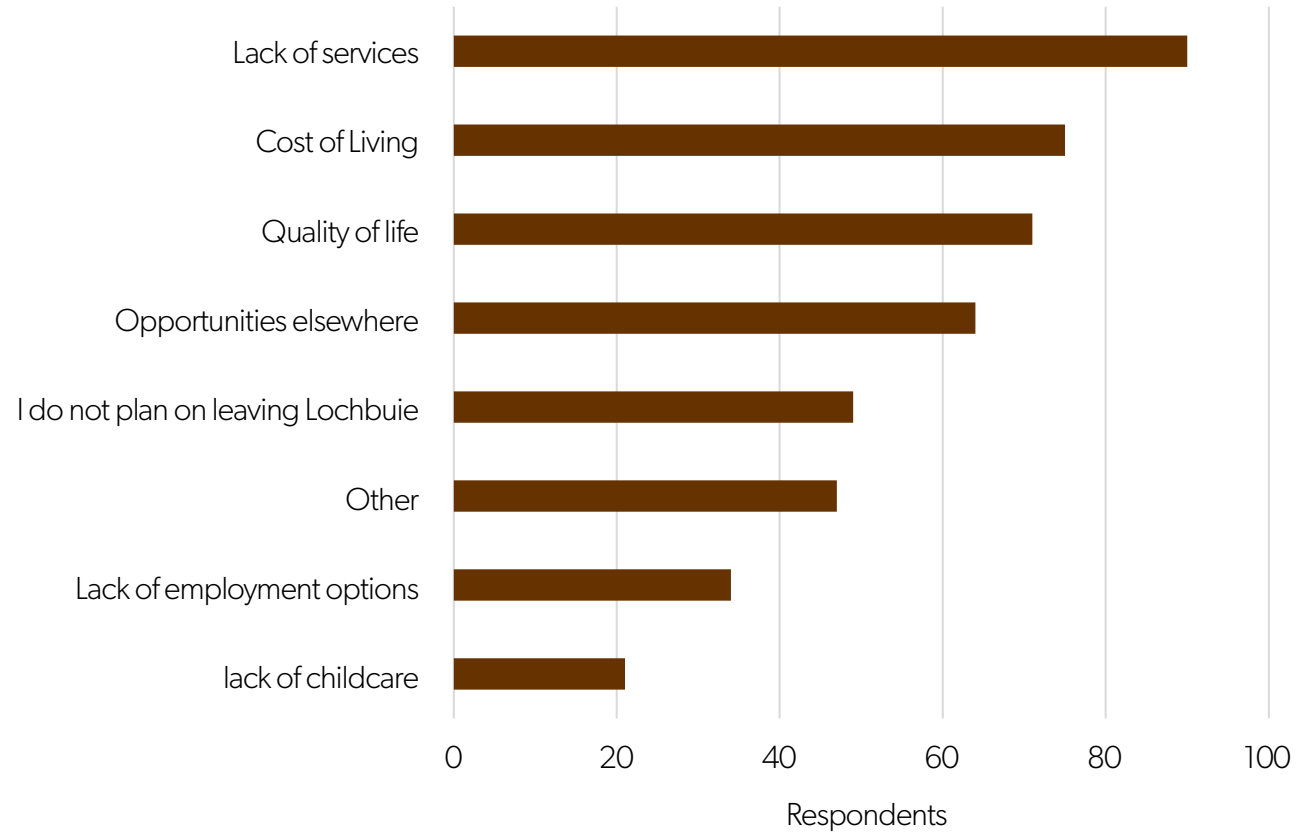
# COMMUNITY SURVEY RESULTS

Q2 - Why do you choose to live/work/play in Lochbuie?



# COMMUNITY SURVEY RESULTS

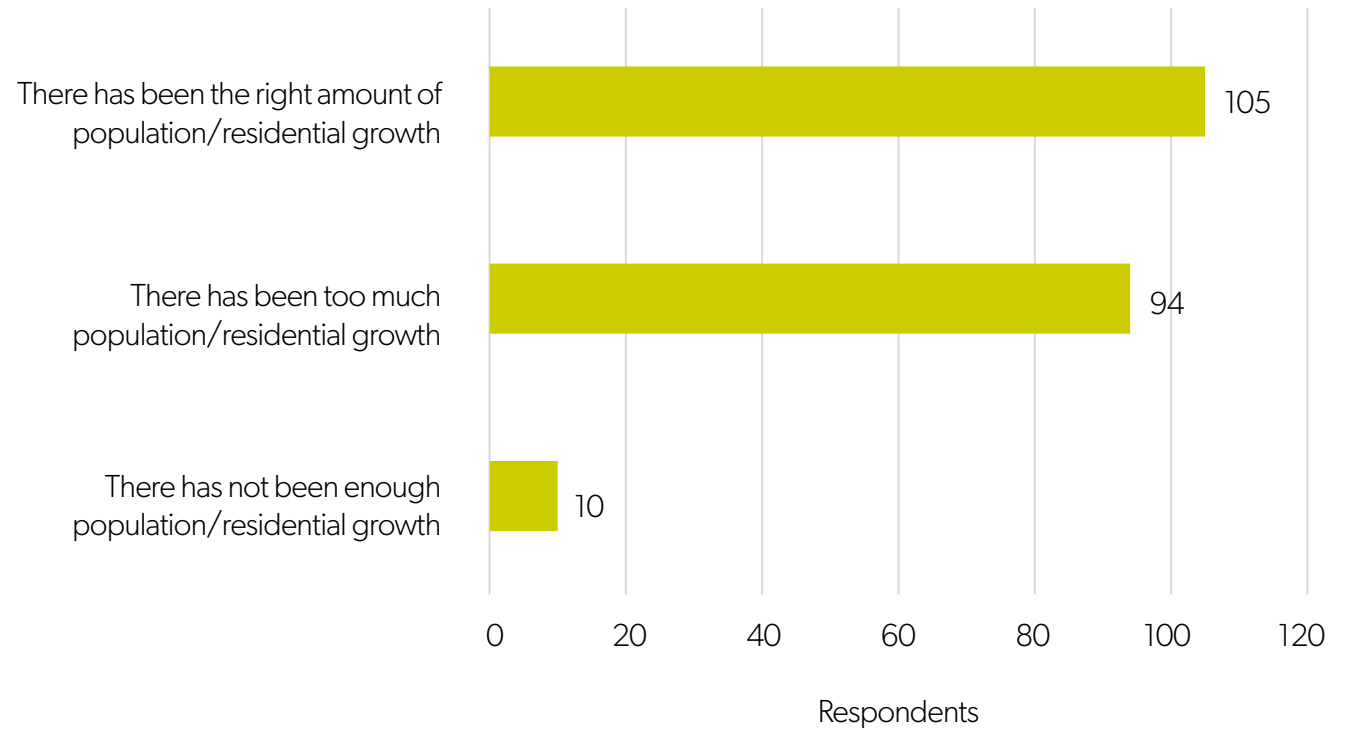
Q3 - What, if anything, would potentially lead you to leave Lochbuie? Select all that apply.





# COMMUNITY SURVEY RESULTS

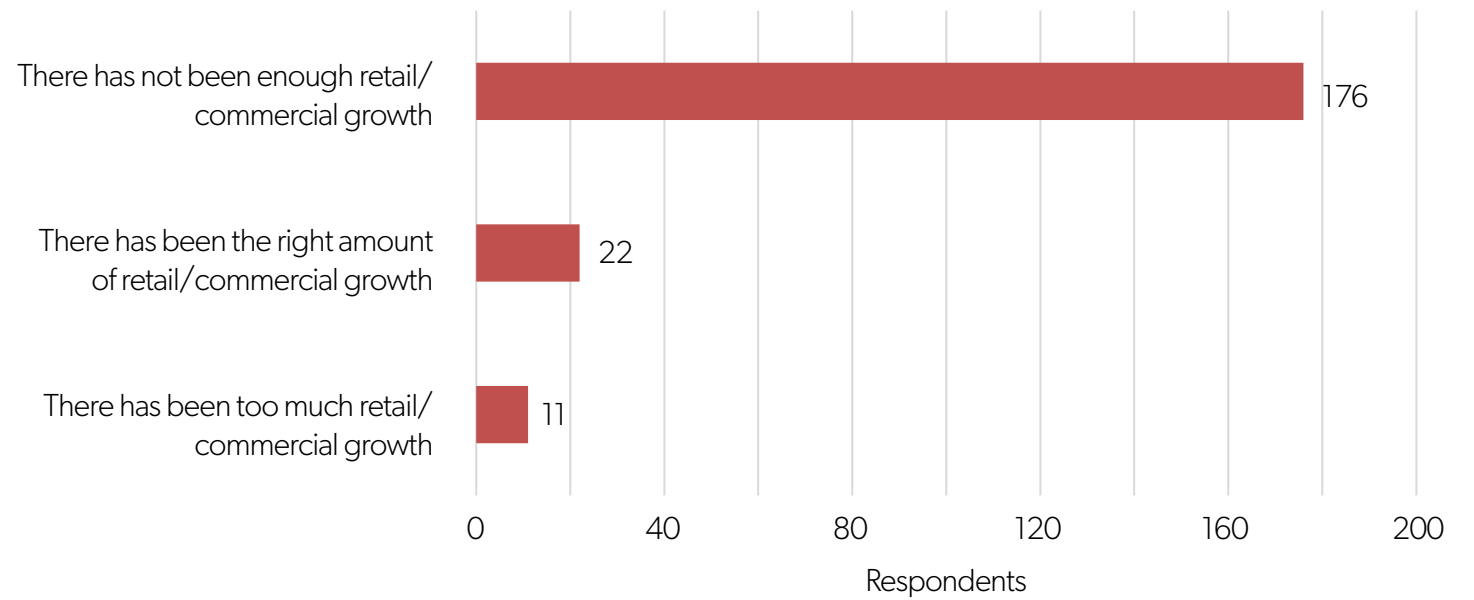
Q4 - How do you feel about population/residential growth in Lochbuie?



# COMMUNITY SURVEY RESULTS

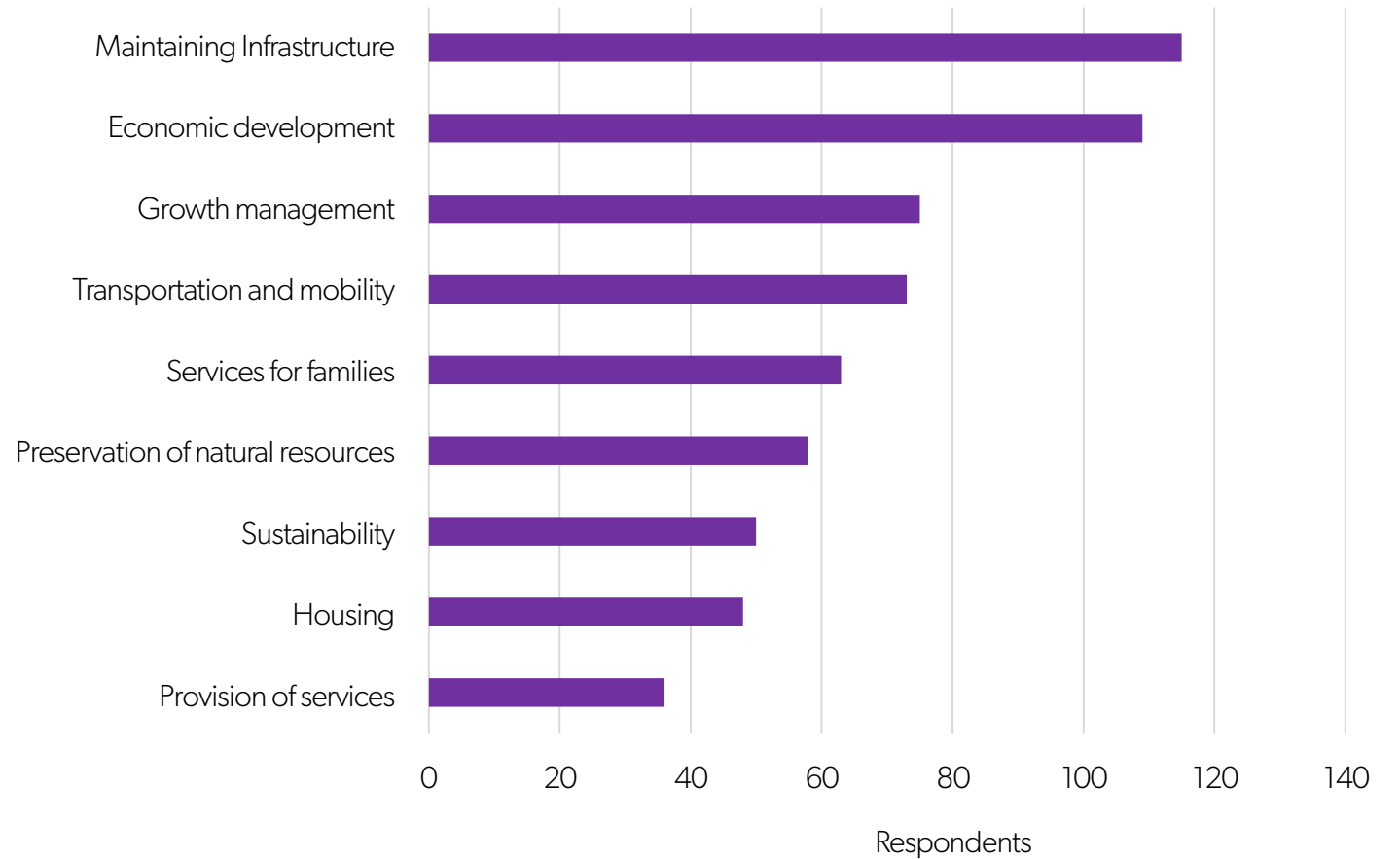
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Q5 - How do you feel about retail/  
commercial growth in Lochbuie?



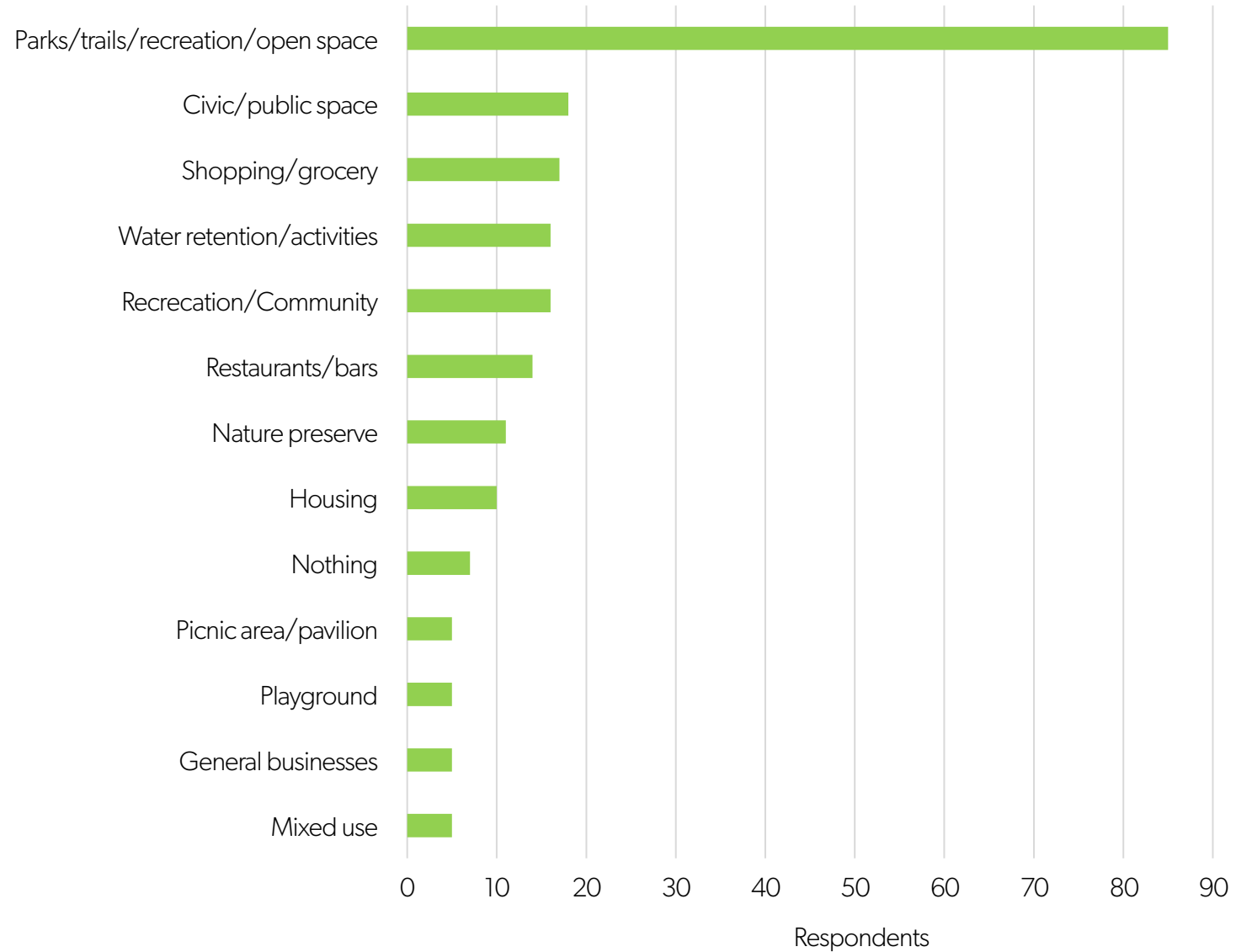
# COMMUNITY SURVEY RESULTS

Q6 - What are the most important topics that the Comprehensive Plan should focus on? Select your top three (3).



# COMMUNITY SURVEY RESULTS

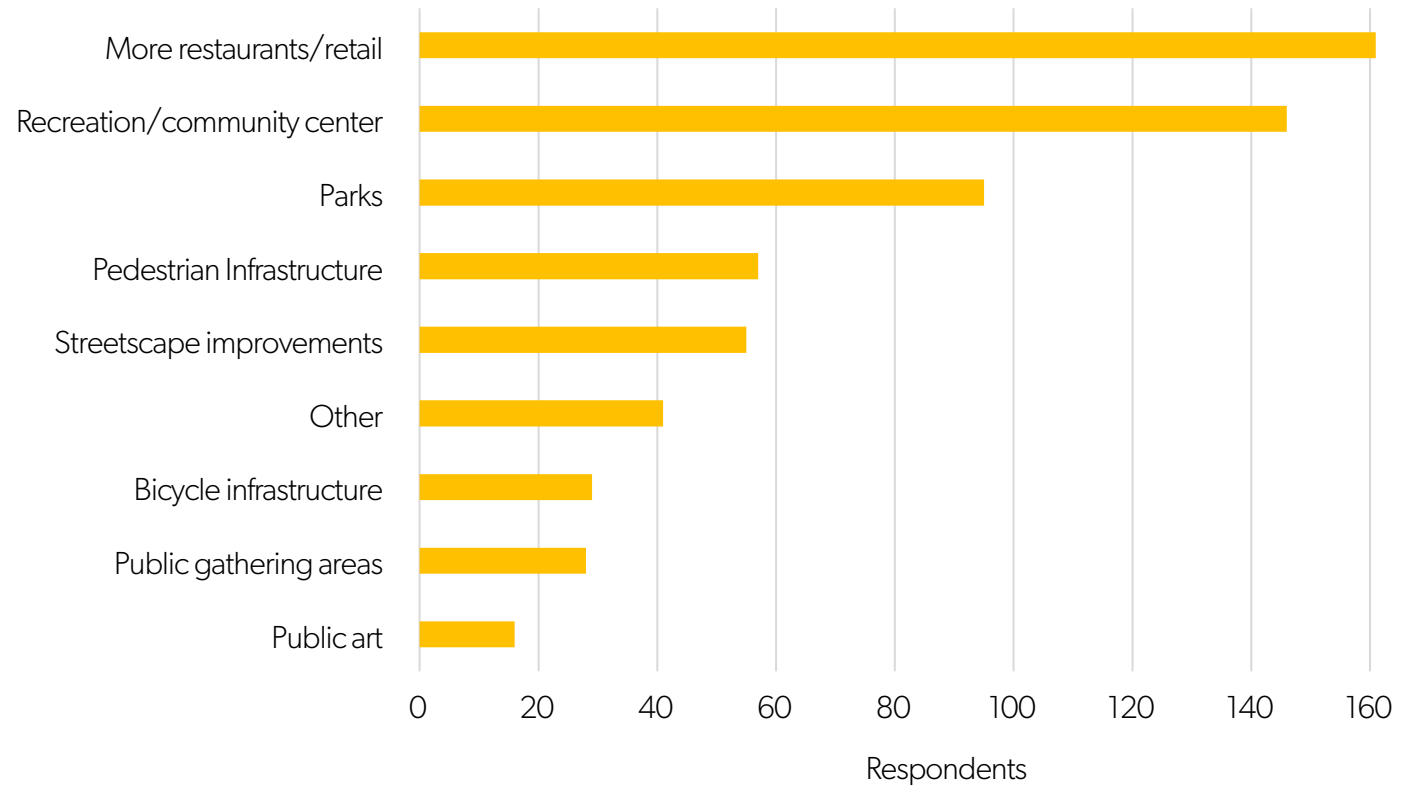
Q7 - Henry Reservoir or “Lake Henry” represents a significant asset to the Town of Lochbuie as it is approximately 42 acres of Town-owned property that is currently undeveloped land. The previous Comprehensive Plan from 2017 envisioned the restoration of the water retention area, the development of a community park and trails around the lake. The amount of land that the Town owns would support additional uses on the site like commercial, multi-family residential, mixed use, civic/public spaces, etc. What is your vision for the Town-owned land at Henry Reservoir?



*\*Only answers with 5 or more included*

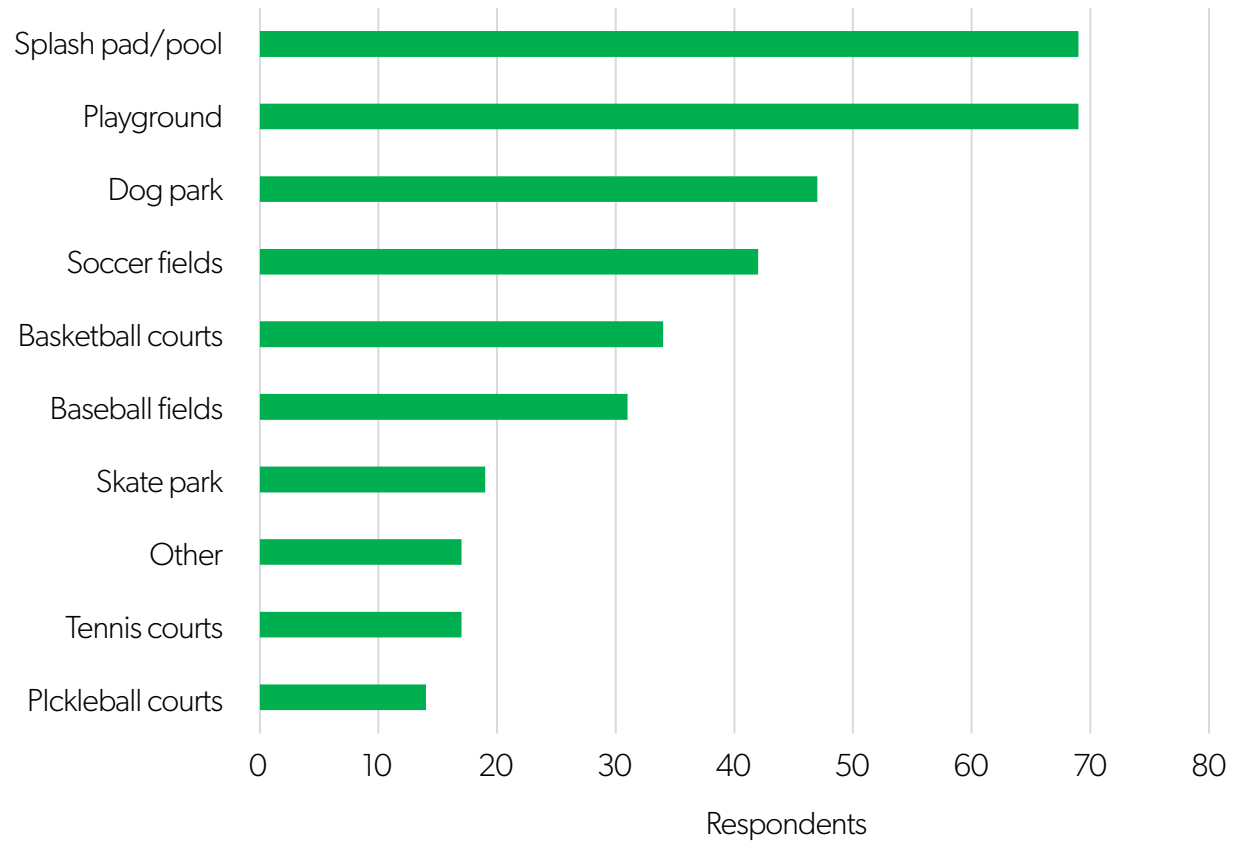
# COMMUNITY SURVEY RESULTS

Q8 - What amenities would you like to see more of in Lochbuie? Select your top three (3).



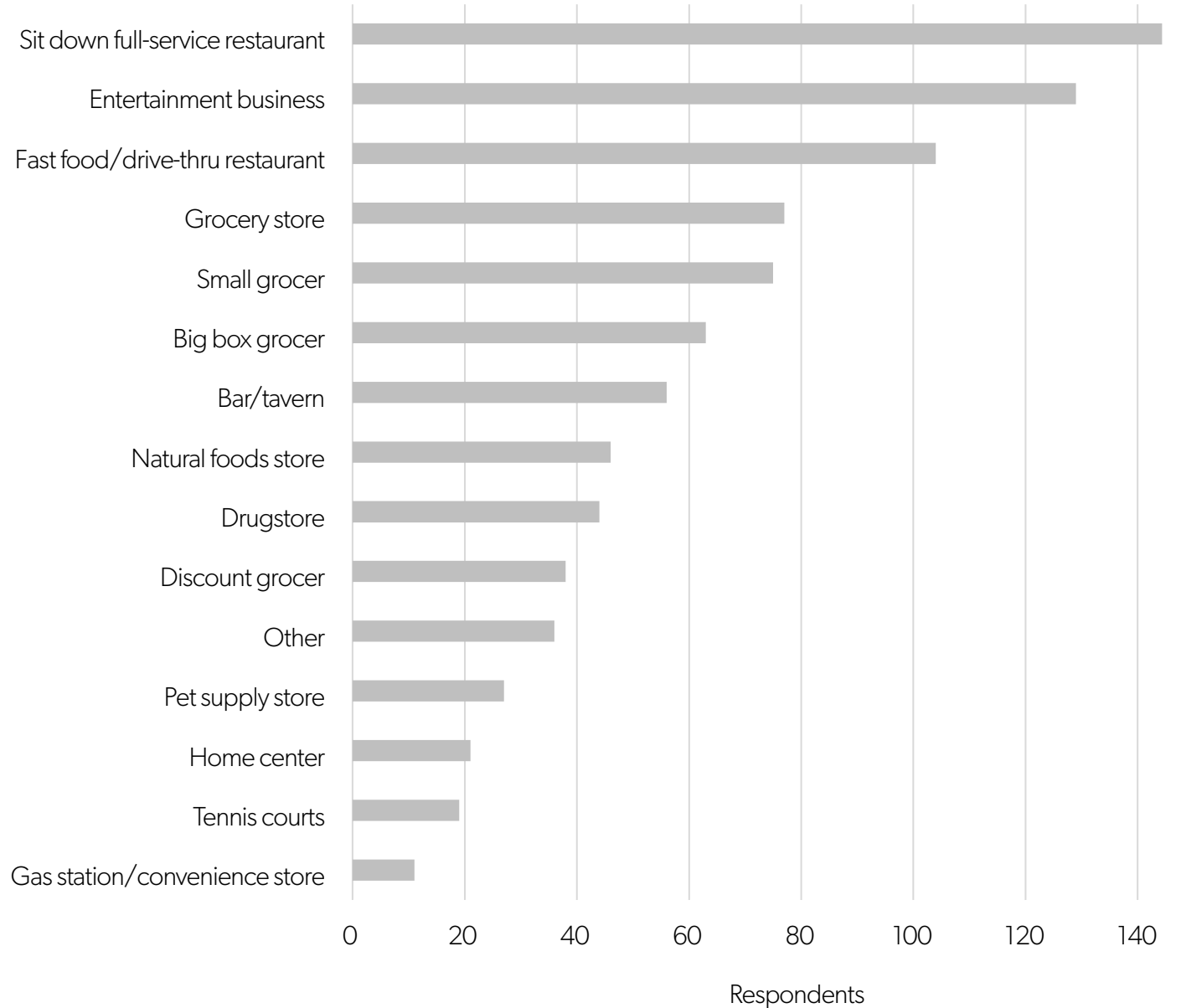
# COMMUNITY SURVEY RESULTS

Q9 - What type of parks would you like to see? Select all that apply.



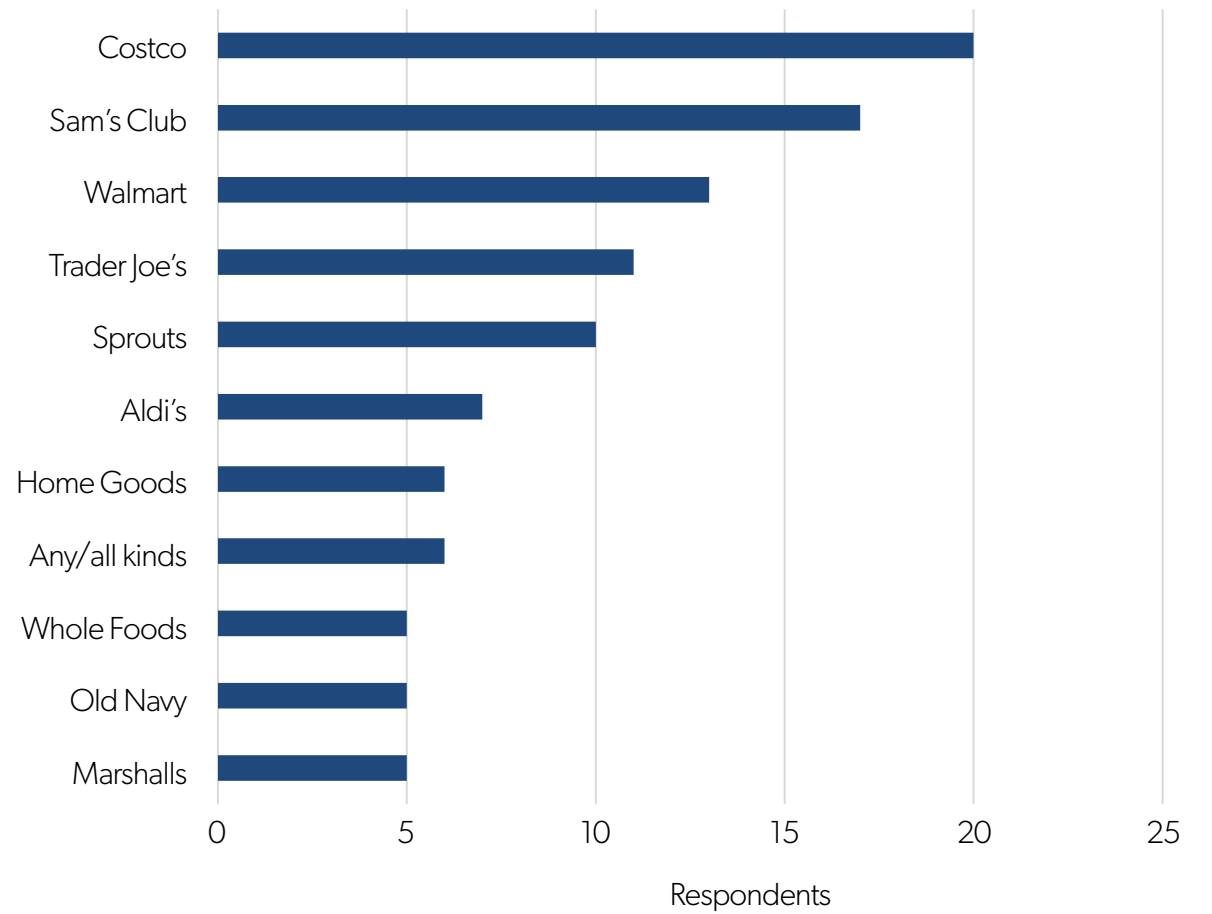
# COMMUNITY SURVEY RESULTS

Q10 - What retail types would you like to see in Lochbuie? Select all that apply.



# COMMUNITY SURVEY RESULTS

Q11 - Are there any particular brands of retail stores you would like to see?

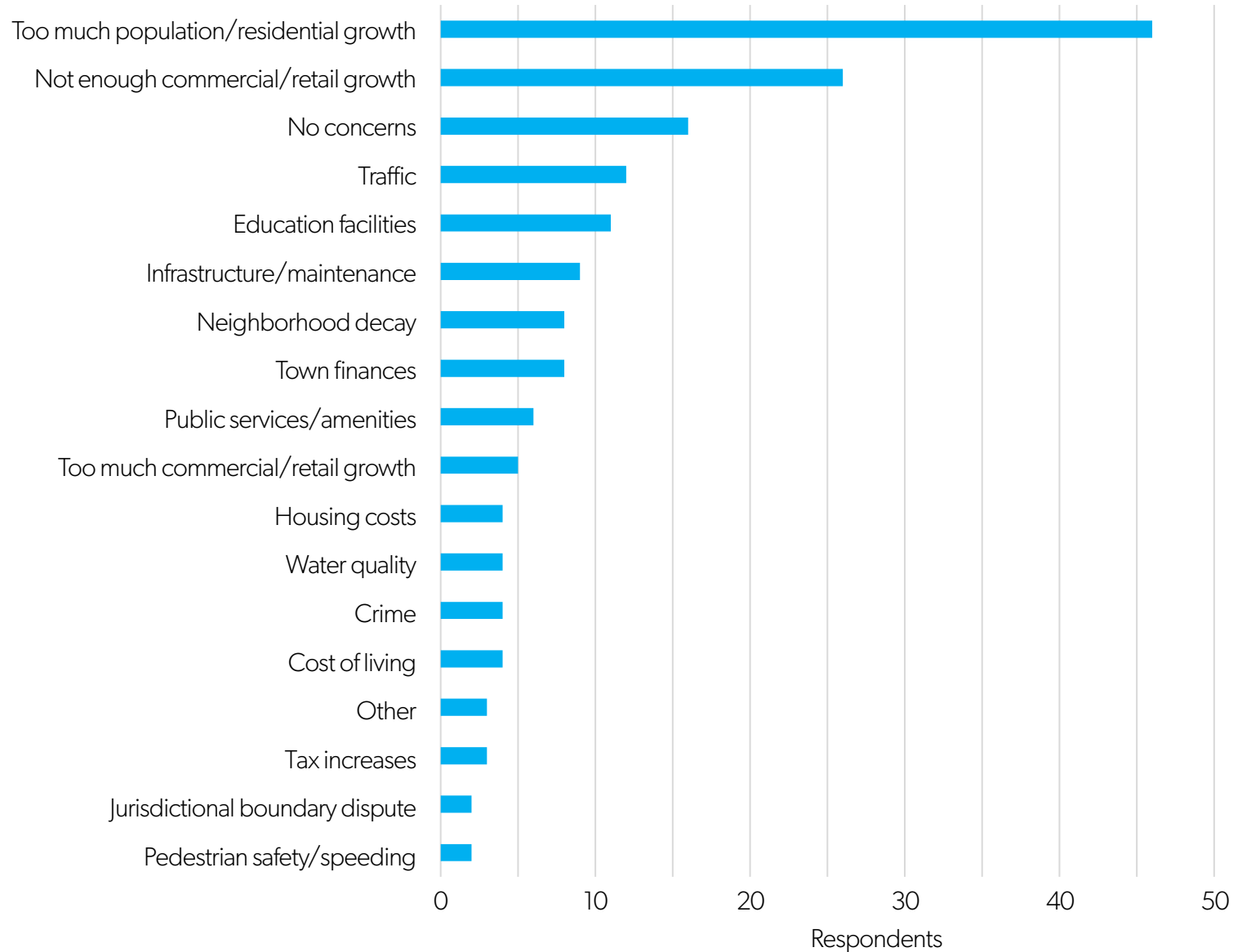


*\*Only answers with 5 or more included*



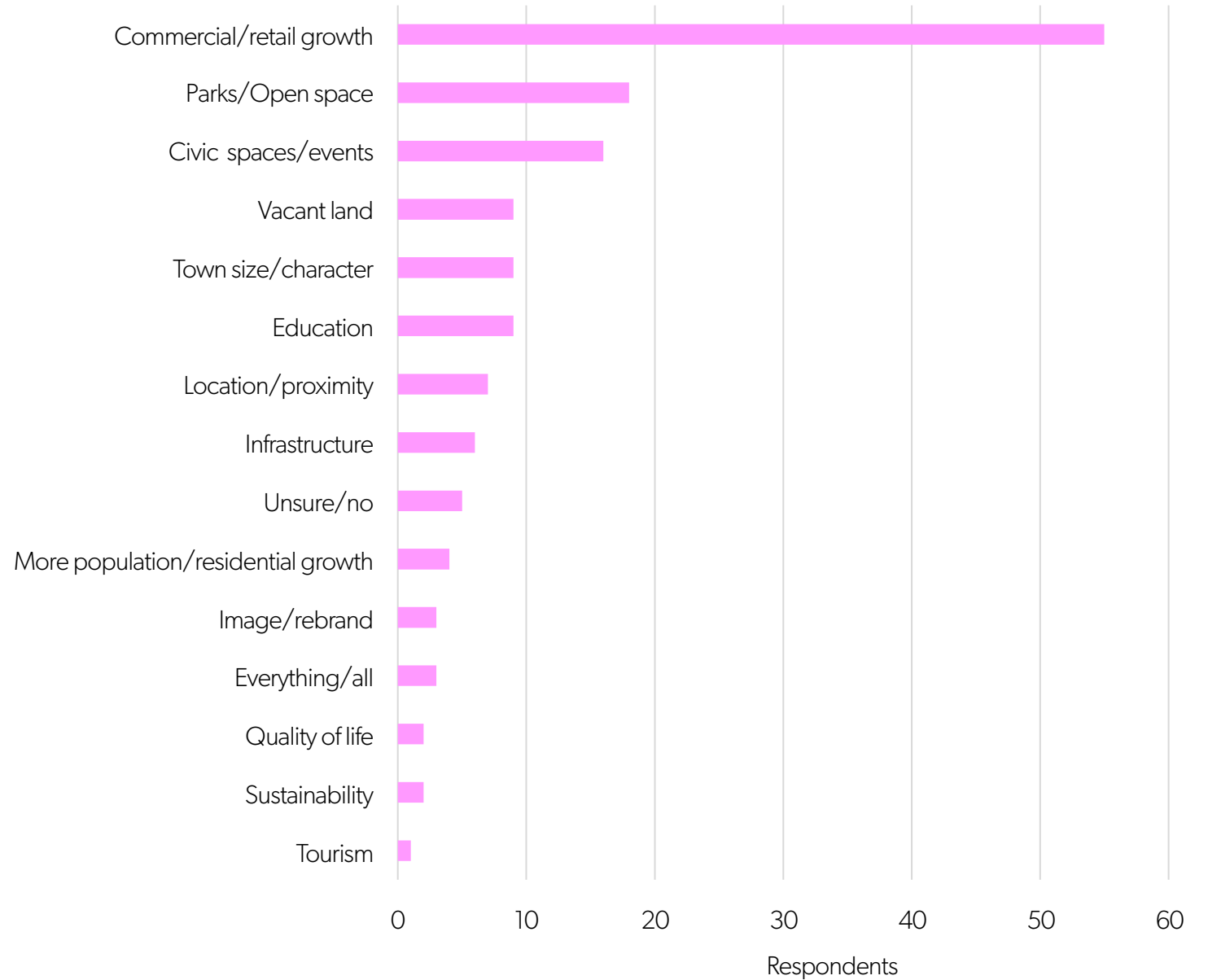
# COMMUNITY SURVEY RESULTS

Q18 - Do you have any concerns about the future of Lochbuie?



# COMMUNITY SURVEY RESULTS

Q19 - What do you see as opportunities for Lochbuie?



# COMMUNITY SURVEY RESULTS

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## Key Takeaways

- Reasons people choose to live in Lochbuie don't directly align with changes would drive them away
- A large majority of residents want to live/spend money more locally
- A large majority of residents want Lake Henry to include some type of recreation/outdoor amenities
- Most concerns are around growing too much in some ways (residential) and not enough in others (commercial/economic)
- Residents want to see more urban amenities available in Lochbuie
- Residents want a more well-rounded community

# QUESTIONS/DISCUSSION

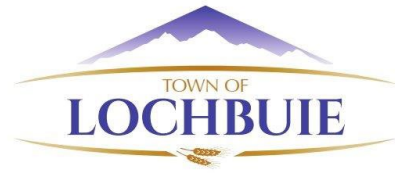
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**Cushing  
Terrell.**

# PROJECT SCHEDULE

Date(s)	Task	Notes
<b>Phase 1: Initiation &amp; Visioning</b>		
• July 14	• Website launch	• Provide a landing page for community information and input
• August 9	• Site Visit - Advisory Committee Meeting #1	• Discuss the Advisory Committee's role in the project, visioning exercise, opportunities and challenges
• Sept 5 - mid November	• Online survey	• Ask general questions about public concerns, recent successes, vision for the future.
• September 16	• Community Event #1: Fall Festival	• Table presence with information about the Update, engagement activity (TBD), one-on-one conversations with community members, promote the online survey
<b>Phase 2: Data Collection &amp; Analysis</b>		
• Mid September through October	• Stakeholder Interviews (via Zoom)	• Group interviews with key stakeholders to understand more about opportunities/constraints around identified planning elements
• November 16	• Henry Lake Charrette	• Based on survey input, begin to put preliminary concept designs for Henry Lake together
• December 14	• Steering Committee Meeting #2	• Recap engagement efforts, discuss land use planning element, discuss findings from existing conditions
<b>Phase 3: Exploration</b>		
• February 14, 2024	• Open House #1	• Present initial findings from community input, present preliminary Henry Lake concept
• Late Feb/Early March	• Steering Committee Meeting #3	• Discuss findings from Open House 1, Draft Future Land Use Map, Preliminary recommendations
• Late April/Early May	• Open House #2	• Present draft plan items for public comment, project prioritization
• June	• Steering Committee Meeting #4	• Preliminary draft presentation, discuss findings from Open House #2
<b>Phase 4: Draft &amp; Final Comprehensive Plan</b>		
• TBD	• TBD	• TBD



## Agenda Item Summary (AIS)

MEETING DATE: January 16, 2024  
SUBJECT: Ordinance 2024-690 approving a rewrite of Chapter 10 governing general offenses within the Town  
PRESENTED BY: Maureen Juran, Town Attorney  
Tracey McCoy, Police Chief

### **SUMMARY**

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This is a request for the Board of Trustees to approve Ordinance 2024-690, which will approve a rewrite of Chapter 10 of the Municipal Code. Chapter 10 contains all the general offenses within the Town (offenses other than traffic and land use/nuisance charges) that are written into municipal court. Recent state law changes prompted a required review of Chapter 10 and how violations are classified and treated within the municipal court.

The review was initiated by the Town's prosecutors who undertook the initial draft of the Chapter 10 rewrite, coordinating with the Town Attorney and Police Chief. As the classification changes and treatment of offenses is scattered throughout the Chapter, a rewrite was required. In looking through this Chapter, the Town also eliminated some offenses that have historically never been written into the Town's municipal court such as street gang activity charges and child abuse, determining that such charges are better handled under state law and written into county or district court.

When rewriting Chapter 10, it was determined that other sections of the Code also needed to be reviewed and amended. The ordinance also increases the possible penalty for non-criminal violations in the General Penalty section of the Code (1-4-20) to up to \$1000. The Code currently sets the limit at \$500 which is inconsistent with some of the penalties specifically set in the Code for certain non-criminal violations. Thus, this amendment is needed in order to remedy those inconsistencies and authorize those penalty amounts.

A change was made to the regulation governing the unlawful exploding of fireworks to set a minimum \$500 fine for a first offense and \$1000 for any subsequent offense. This minimum fine amount will provide a better tool for law enforcement to deal with this increasingly prevalent issue.

Further changes involved moving some liquor licensing regulations to the liquor licensing section of the Code and out of Chapter 10 as the provisions were more administrative in nature and related to licensing more than setting forth a general offense. Finally, park regulations were revised to address some of the park rules that were previously set forth as general offenses. These changes were more in the nature of "housekeeping" and moving provisions around rather than making any policy changes.



## **FINANCIAL IMPACTS**

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This Chapter 10 rewrite will have no financial impacts for the Town.

## **CONCLUSIONS AND RECOMMENDATIONS**

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Town staff recommends adoption of Ordinance 2024-690. Staff recommends the following motion:

*"I move to approve Ordinance 2024-690, An Ordinance (A) Amending Section 1-4-20 Of The Town Of Lochbuie Municipal Code To Increase The Penalty For Non-Criminal Violations Of The Municipal Code To A \$1000 Fine Maximum From A \$500 Fine Maximum, (B) Repealing And Readopting Chapter 10 Concerning General Offenses, (C) Moving Certain Sections Currently Within Chapter 10 To Other Chapters Of The Municipal Code, And (D) Revising Park Regulations."*

## **ATTACHMENTS**

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- Ordinance 2024-690

**TOWN OF LOCHBUIE  
COUNTIES OF WELD AND ADAMS  
STATE OF COLORADO  
ORDINANCE NO. 2024-690**

**AN ORDINANCE (A) AMENDING SECTION 1-4-20 OF THE TOWN OF LOCHBUIE MUNICIPAL CODE TO INCREASE THE PENALTY FOR NON-CRIMINAL VIOLATIONS OF THE MUNICIPAL CODE TO A \$1000 FINE MAXIMUM FROM A \$500 FINE MAXIMUM, (B) REPEALING AND READOPTING CHAPTER 10 CONCERNING GENERAL OFFENSES, (C) MOVING CERTAIN SECTIONS CURRENTLY WITHIN CHAPTER 10 TO OTHER CHAPTERS OF THE MUNICIPAL CODE, AND (D) REVISING PARK REGULATIONS**

**WHEREAS**, the Town of Lochbuie ("Town") is a Colorado statutory town that, pursuant to Section 31-15-401, C.R.S., has general police powers and the authority to make regulations necessary for promotion of public health and safety; and

**WHEREAS**, Section 1-4-20 of the Lochbuie Municipal Code sets the maximum fine at \$500 for non-criminal violations of the Municipal Code although certain provisions within the Code set the maximum fine at \$1000, necessitating the need to revise Section 1-4-20; and

**WHEREAS**, Chapter 10 of the Lochbuie Municipal Code contains the general municipal offenses and procedures that govern the prosecution of municipal ordinance offenses and penalties therefor in the Town's Municipal Court; and

**WHEREAS**, recent state law changes required a review and revisions of Chapter 10 as set forth herein; and

**WHEREAS**, certain provisions currently contained within Chapter 10 of the Lochbuie Municipal Code are more appropriately codified at other locations within such Code and this ordinance will result in renumbering and placement.

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

**Section 1.** **Amend Subsections (a) and (b) of Section 1-4-20.** Subsections (a) and (b) of Section 1-4-20 of the Lochbuie Municipal Code, entitled "General penalty for violation," shall be amended to read as follows in their entirety:

- (a) Any person convicted of a noncriminal violation, as designated in Section 10-1-50 of this Code, may be fined by an amount not to exceed one thousand dollars (\$1000.00).
- (b) Any person convicted of a criminal violation, as designated in Subsection 10-1-50 of this Code, may be incarcerated for a period not to exceed one (1) year or fined by an amount not to exceed two thousand six hundred fifty dollars (\$2,650.00), as shall be adjusted for inflation on January 1, 2014, and on January 1 of each year thereafter based on the annual



percentage change in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Denver-Boulder, all items, all urban consumers, or its successor index, or both.

**Section 2. Repeal and Readoption of Chapter 10 of the Municipal Code.** Chapter 10 of the Lochbuie Municipal Code is hereby repealed and readopted to read as follows in its entirety.

### **ARTICLE I General Provisions**

#### **Sec. 10-1-10. Legislative intent and purpose.**

It is the purpose of this Chapter to provide for the public health, safety and welfare of the Town. It is the intention of the Board of Trustees that the ordinances and provisions of this Chapter deal with matters of "local" and "mixed" state and local concern and that no provision of this Chapter is to be construed expressly or by implication to permit conduct that is illegal under state law or to prohibit conduct that is expressly permitted by state law. The provisions of this Chapter are to be construed to apply to misdemeanors and other minor and petty offenses only and are not to be interpreted to apply to conduct that is defined as a felony under state law.

#### **Sec. 10-1-20. Irreconcilable ordinances.**

If the Board of Trustees enacts an ordinance that is irreconcilable with another provision of this Chapter, the ordinance whose effective date is latest prevails.

#### **Sec. 10-1-30. Application of Code.**

- (a) A person is subject to prosecution in Municipal Court for a violation committed through the conduct of such person or through the conduct of another for whom such person is legally accountable, if:
- (1) The conduct constitutes a violation and is committed either wholly or partly within the Town;
  - (2) The conduct outside the Town constitutes an attempt, as defined by this Chapter, to commit a violation within the Town;
  - (3) The conduct outside the Town constitutes a conspiracy to commit a violation within the Town, and an act in furtherance of the conspiracy occurs in the Town; or
  - (4) The conduct within the Town constitutes an attempt, solicitation or conspiracy to commit in another jurisdiction a violation prohibited under the laws of the Town and such other jurisdiction.
- (b) Whether a violator is in or outside the Town is immaterial to the commission of a violation based on an omission to perform a duty imposed by the law of the Town.

- (c) Town, as used in this Chapter and in any summons, summons and complaint or complaint alleging a violation of the Code or any ordinance, includes both the area within the territorial limits of the Town of Lochbuie, Colorado, and also those areas over which extraterritorial police power has been granted by the statutes of this State. It is the intent of the Board of Trustees to extend the territorial jurisdiction of the Municipal Court as widely as possible. However, where specific sections of this Chapter require that the violation occur within the Town, then the offense is limited to the territorial limits of the Town.

**Sec. 10-1-40. Violations and Penalty.**

- (a) Violations of this Code, unless otherwise specifically provided for in this Code, are subject to the penalty provisions of Chapter 1, Article IV.
- (b) Unless otherwise specifically provided in this Code, an ordinance of the Town or a rule promulgated thereunder, every day of a violation of this Code, ordinance or rule constitutes a separate violation.

**Sec. 10-1-50. Classification of violations and available penalties.**

- (a) Violations of this Code shall be classified as criminal violations or non-criminal (civil) violations. Any provision of this Code or any ordinance of the Town not specifically designated as criminal or non-criminal (civil) in nature shall be presumed to be non-criminal (civil), provided there is no counterpart state statute for which, upon conviction, a jail sentence is possible.
- (b) The following sections of this Code are designated criminal violations:

10-2-10	Criminal attempt (may be either non-criminal or criminal)
10-2-20	Conspiracy (may be either non-criminal or criminal)
10-2-40	Accessory to crime
10-3-10	Menacing
10-3-20	Reckless endangerment
10-3-20	False imprisonment
10-3-40	Assault
10-4-10	Theft
10-4-20	Obtaining control over thing of value
10-4-30	Criminal mischief
10-4-40	Trespassing
10-4-50	Tampering
10-4-60	Damaging public property
10-4-100	Defacing property / graffiti
10-4-110	Tampering with a utility meter
10-5-30	Unlawful possession and consumption of marijuana by an adult
10-5-40	Marijuana cultivation and use
10-5-50	Substances releasing toxic vapors
10-6-20	Unlawful acts related to alcohol beverages

10-7-10	Resisting arrest
10-7-20	Obstructing a peace officer or firefighter
10-7-30	False Reporting to Authorities
10-8-10	Disorderly Conduct
10-8-20	Disrupting lawful assembly
10-8-30	Harassment
10-8-40	Loitering on or around school property
10-8-50	Unlawful interference with educational institution
10-8-60	Desecration of venerated objects
10-8-70	Hindering transportation
10-8-110	Indecent exposure
10-9-10	Discharge of firearms
10-10-10	Unlawful exploding of fireworks
10-11-50	(except (a)(2) and (3)) Sale of alcohol to persons under age twenty-one
10-11-60	(except (a)(2) and (3)) Sale of marijuana to persons under age twenty-one

- (c) The following sections of the Code are designated non-criminal (civil) violations punishable by civil penalties of not more than one thousand dollars (\$1000.00) to be determined and assessed at the discretion of the Municipal Judge and no jail sentence shall be available as a possible penalty for such a violation:

10-2-10	Criminal attempt (may be either non-criminal or criminal)
10-2-20	Conspiracy (may be either non-criminal or criminal)
10-4-70	Defacing posted notice
10-4-80	Littering of public and private property
10-4-90	Use of a noxious substance
10-5-20	Possession of drug paraphernalia
10-6-30	Adult possession and consumption of alcoholic beverages in public prohibited
10-8-40	Loitering
10-8-80	Throwing missiles
10-8-90	Unreasonable noises prohibited
10-8-100	Public urination
10-11-10	Curfew for minors
10-11-20	Furnishing cigarettes, electronic smoking devices or tobacco products to persons under the age of twenty-one
10-11-30	Purchasing or attempting to purchase cigarettes, other smoking devices or tobacco products by persons under the age of twenty-one
10-11-40	Possession or use of cigarettes, electronic smoking devices or tobacco products by persons under the age of twenty-one
10-11-50	((a)(2) and (3)) Possession or consumption of alcohol by persons under age twenty-one
10-11-60	((a)(2) and (3)) Possession or consumption of marijuana by persons under age twenty-one
10-12-10	Motorbikes
10-12-20	Unlawful activities in Town parks; penalties

**Sec. 10-1-60. Statute of limitations.**

No person shall be prosecuted, tried or punished for any violation under this Code or any ordinance unless the action for said violation is instituted within one (1) year of the date of the alleged violation, but the statute of limitations within which a prosecution must be instituted shall be tolled for any period in which a prosecution is pending against the accused for the same conduct, even if the summons, complaint or summons and complaint that commences the prosecution is quashed or the proceedings thereon are set aside or reversed on appeal.

**Sec. 10-1-70. Court costs and surcharges.**

Court costs in an amount to be set by the Board of Trustees by resolution and any legally authorized or required surcharges shall be assessed by the presiding Municipal Judge against any defendant in the Municipal Court.

**Sec. 10-1-80. Alternatives in sentencing.**

When a defendant enters a plea of guilty or nolo contendere or is convicted, the Municipal Court has the following alternatives which are not mutually exclusive, in entering judgment and imposing sentence:

(1) The defendant may be sentenced to pay a fine, to imprisonment or both, within the minimum and maximum sentence authorized pursuant to this Code.

(2) All or part of the sentence may be suspended and the defendant placed on probation for a term not longer than one (1) year.

(3) The Court, with the consent of the defendant and the prosecution, may defer judgment and sentence for a term not longer than one (1) year.

(4) The Court may order that the defendant make restitution to the victim of his or her conduct for the actual damage or loss that was sustained. The Court shall fix the manner and time for performance.

**ARTICLE II Inchoate Offenses**

**Sec. 10-2-10. Criminal attempt.**

(a) A person commits criminal attempt if, acting with the kind of culpability otherwise required for commission of an offense, he or she engages in conduct constituting a substantial step toward the commission of the offense. A substantial step is any conduct, whether act, omission or possession, which is strongly corroborative of the firmness of the actor's purpose to complete the commission of the offense. Factual or legal impossibility of committing the offense is not a defense if the offense could have been committed had the attendant circumstances been as the actor believed them to be, nor is it a defense that the crime attempted was actually perpetrated by the accused.

- (b) A person who engages in conduct intending to aid another to commit an offense commits criminal attempt if the conduct would establish his or her complicity under Section 18-1-603, C.R.S., were the offense committed by the other person, even if the other is not guilty of committing or attempting the offense.
- (c) It is an affirmative defense to a charge under this Section that the defendant abandoned his or her effort to commit the crime or otherwise prevented its commission, under circumstances manifesting the complete and voluntary renunciation of this criminal intent.
- (d) Criminal attempt to commit an offense classified as criminal is a criminal offense.
- (e) Criminal attempt to commit a civil infraction is a civil infraction.

**Sec. 10-2-20. Conspiracy.**

- (a) A person commits conspiracy to commit a crime if, with the intent to promote or facilitate its commission, he or she agreed with another person or persons that they, or one (1) or more of them, will engage in conduct which constitutes a crime or an attempt to commit a crime, or he or she agreed to aid the other person or persons in the planning or commission of a crime or of an attempt to commit such crime.
- (b) No person may be convicted of conspiracy to commit a crime, unless an overt act in pursuance of that conspiracy is proved to have been done by him or her or by a person with whom he or she conspired.
- (c) If a person knows that one with whom he or she conspires to commit a crime has conspired with another person or persons to commit the same crime, he or she is guilty of conspiring to commit a crime with the other person or persons, whether or not he or she knows their identity.
- (d) If a person conspires to commit a number of crimes, he or she is guilty of only one (1) conspiracy so long as such multiple crimes are part of a single criminal episode.
- (e) Conspiracy to commit an offense classified as criminal is a criminal offense.
- (f) Conspiracy to commit a civil infraction is a civil infraction.

**Sec. 10-2-30. Complicity.**

A person is legally accountable as principal for the behavior of another constituting a criminal offense if, with the intent to promote or facilitate the commission of the offense, he or she aids, abets or advises the other person in planning or committing the offense.

**Sec. 10-2-40. Accessory to crime.**

- (a) A person is an accessory to crime if, with intent to hinder, delay or prevent the discovery, detection, apprehension, prosecution, conviction or punishment of another for the commission of a crime, he or she renders assistance to such person.
- (b) Render assistance means to:
  - (1) Harbor or conceal the other;
  - (2) Harbor or conceal the victim or a witness to the crime; or
  - (3) Warn such person of impending discovery or apprehension; except that this does not apply to a warning given in an effort to bring such person into compliance with the law;
  - (4) Provide such person with money, transportation, weapon, disguise or other thing to be used in avoiding discovery or apprehension;
  - (5) By force, intimidation or deception, obstruct anyone in the performance of any act which might aid in the discovery, detection, apprehension, prosecution or punishment of such person; or
  - (6) Conceal, destroy or alter any physical evidence that might aid in the discovery, detection, apprehension, prosecution, conviction or punishment of such person.

**ARTICLE III Offenses Against the Person**

**Sec. 10-3-10. Menacing.**

A person commits the crime of menacing if, by any threat or physical action, he or she knowingly places or attempts to place another person in fear of imminent serious bodily injury.

**Sec. 10-3-20. Reckless endangerment.**

A person commits the crime of reckless endangerment if a person recklessly engages in conduct which creates a substantial risk of serious bodily injury to another person commits reckless endangerment.

**Sec. 10-3-30. False imprisonment.**

Any person commits the crime of false imprisonment if a person knowingly confines or detains another without the other's consent and without proper legal authority commits false imprisonment. This Section shall not apply to a peace officer acting in good faith within the scope of his or her duties.

**Sec. 10-3-40. Assault.**

The person commits the crime of assault if a person intentionally, knowingly or recklessly causes bodily injury to another person. This provision shall not apply if such bodily injury is inflicted by means of a deadly weapon.

**ARTICLE IV Offenses Against Property**

**Sec. 10-4-10. Theft.**

- (a) A person commits the crime of theft when he or she knowingly obtains, retains, or exercises control over anything of value of another, worth less than \$2000.00, without authorization or by threat or deception; receives, loans money by pawn or pledge on, or disposes of anything of value or belonging to another that he or she knows or believes to have been stolen, and:
- (1) Intends to deprive the other person permanently of the use or benefit of the thing of value;
  - (2) Knowingly uses, conceals, or abandons the thing of value in such manner as to deprive the other person permanently of its use or benefit;
  - (3) Uses, conceals, or abandons the thing of value intending that such use, concealment, or abandonment will deprive the other person permanently of its use or benefit;
  - (4) Demands any consideration to which he or she is not legally entitled as a condition of restoring the thing of value to the other person;
  - (5) Knowingly retains the thing of value more than seventy-two hours after the agreed-upon time of return in any lease or hire agreement; or
  - (6) Intentionally misrepresents or withholds a material fact for determining eligibility for a public benefit and does so for the purpose of obtaining or retaining public benefits for which the person is not eligible.
- (b) For purposes of this Section, a thing of value is that of "another" if anyone other than the defendant has a possessory or proprietary interest therein. In all cases where theft occurs, evidence of the value of the thing involved may be established through the sale price of other similar property and may include but shall not be limited to testimony regarding affixed labels and tags, signs, shelf tags, and notices tending to indicate the price of the thing involved. Hearsay evidence shall not be excluded in determining the value of the thing involved.
- (c) If any person willfully conceals unpurchased goods, wares or merchandise merchandise owned and held by and offered or displayed for sale by any store or other mercantile establishment, whether the concealment is on his or her own person or otherwise and whether on or off the premises of the store or mercantile establishment, and makes no

effort to pay for such goods, such actions are prima facie evidence that the person intended to commit the crime of theft

- (d) For the purposes of this Section, any reference or mention of stealing, false pretenses or shoplifting shall be interpreted as if the word "theft" were substituted therefor.

**Sec. 10-4-20. Obtaining control over any stolen thing of value.**

Every person who obtains control over any stolen thing of value, knowing the thing of value to have been stolen by another, may be tried, convicted and punished, whether or not the principal is charged, tried or convicted.

**Sec. 10-4-30. Criminal mischief.**

A person commits the crime of criminal mischief if he or she knowingly or intentionally injures, defaces, damages or destroys the real or personal property of another person, whether public or private, in the Town of Lochbuie. It is further provided that this section shall not apply where the aggregate damage in any one (1) criminal episode to such real or personal property is two thousand dollars (\$2,000.00) or more.

**Sec. 10-4-40. Trespassing.**

- (a) A person commits a trespass when he unlawfully enters or remains in or upon premises of another person. It is unlawful for any person:
  - (1) To trespass intentionally on the premises of another person, and intentionally and without regard for the rights of the owner or lawful occupant to use, be in or upon, or occupy such premises without authority to do so from the owner or lawful occupant thereof.
  - (2) To trespass intentionally on the premises of another person, when a sign or other device forbidding entry has been posted upon such premises, and intentionally and without regard for the rights of the owner or lawful occupant to use, be in or upon, occupy or cross such premises without authority to do so from the owner or lawful occupant thereof.
  - (3) To trespass and commit depredations upon the premises or property of another person.
  - (4) To trespass on the premises of another person and by negligence be responsible for any fire which results in damage to any building, structure or personal property.
  - (5) To trespass and cut, break, destroy, mar or deface, or remove any tree, plant, gate, door, window, wall, fence or personal property on the premises of another person without authority to do so from the owner or lawful occupant thereof.



- (6) Being lawfully upon the premises of another person, intentionally or willfully and without regard for the rights of the owner or lawful occupant to remain upon or refuse to leave such premises within a reasonable time after notice to quit the same.
- (b) A person commits a trespass when he unlawfully enters or remains in or upon a motor vehicle, trailer or mobile home of another person. It is unlawful for any person;
  - (1) To intentionally enter, use or occupy a motor vehicle, trailer or mobile home without authority to do so from the owner or lawful occupant thereof.
  - (2) To trespass upon the motor vehicle, trailer or mobile home of another person and by negligence be responsible for any fire which results in damage to such motor vehicle, trailer or mobile home.
  - (3) To trespass and cut, break, destroy, mar or deface, or remove any door, window, or other part or accessory of any motor vehicle, trailer or mobile home without authority to do so from the owner or lawful occupant thereof.
- (c) The provisions of this section shall not apply to police officers, firemen, building inspectors, Town employees or other federal, state or local governmental employees in the lawful performance of their duties. The provisions of Section 10-4-40(a)(2) shall not apply to persons making deliveries of newspapers, periodicals, publications, mail or merchandise, to persons employed to read water, gas or electricity meters, to persons collecting trash or garbage, or to salesmen, solicitors, peddlers, or canvassers lawfully engaged in such business within the Town. No conviction shall be had for violation of Section 10-4-40(a)(1) for trespass to an uninhabited or unoccupied building unless the building is locked or a sign or other device forbidding entry has been posted upon such building or unless such building is contained within a fence; and no conviction shall be had under Section 10-4-40(a)(1) for trespass to any unimproved real property unless such property is posted by signs forbidding entry, at intervals of not less than one hundred yards along the exterior boundaries of the property with at least one such sign facing each street or parcel of land adjoining the posted property.
- (d) A sign forbidding entry, for the purposes of this section, shall be sufficient when the same is legible, contains the words "**no trespassing**" or other express statement forbidding entry, and is posted in a place where it is plainly visible; provided that any such sign posted on the property of a municipal or quasi-municipal corporation shall contain the name or official symbol of such municipal or quasi-municipal corporation.

**Sec. 10-4-50. Tampering.**

A person commits the crime of criminal tampering if he or she tampers with property of another with intent to cause injury, inconvenience or annoyance to that person or to another, or if he or she knowingly makes unauthorized connection with property of a utility.

**Sec. 10-4-60. Damaging public property.**

No person shall damage, move, remove, destroy or injure in any manner whatsoever or cause to be damaged, moved, removed, destroyed or injured any grass, tree, shrub, plant, flower, railing, bridge, culvert, sign, building or any other property whatsoever belonging to the Town or under the possession and control of the Town.

**Sec. 10-4-70. Defacing posted notice.**

No person shall knowingly mar, destroys or remove any posted notice authorized by law.

**Sec. 10-4-80. Littering of public and private property.**

- (a) It shall be unlawful for any person to deposit, throw or leave any litter on any public or private property within the Town.
- (b) The term *litter*, as used in this Section, means all rubbish, waste material, refuse, garbage, trash, debris or other foreign substances, solid or liquid, of every form, size, kind and description.
- (c) It shall be an affirmative defense that:
  - (1) Such property is an area designated by law for the disposal of such material and the person is authorized by the proper public authority to so use the property;
  - (2) The litter is placed in a receptacle or container installed on such property for that purpose; or
  - (3) Such person is the owner or tenant in lawful possession of such property, or he or she has first obtained written consent of the owner or tenant in lawful possession, or the act is done under the personal direction of said owner or tenant.
- (d) The phrase *public or private property* as used in this Section includes, but is not limited to, the right-of-way of any road or highway, any body of water or watercourse, including frozen areas or the shores or beaches thereof, any park, playground or building, any refuge, conservation or recreation area, and any residential, farm or ranch properties or timberlands.
- (e) It is in the discretion of the court, upon the conviction of any person and the imposition of a fine under this Section, to suspend any or all of the fine in excess of the mandatory minimum fine upon the condition that the convicted person gather and remove from specified public property or lawful possession thereof, any litter found thereon, or upon

the condition that the convicted person pick up litter at the time prescribed by and a place within the jurisdiction of the court for not less than eight (8) hours upon a second or subsequent conviction.

- (f) Whenever litter is thrown, deposited, dropped or dumped from any motor vehicle in violation of this Section, the operator of said motor vehicle is presumed to have caused or permitted the litter to be so thrown, deposited, dropped or dumped therefrom.

**Sec. 10-4-90. Use of a noxious substance.**

- (a) Any person who deposits on the land or in the building or vehicle of another, without his or her consent, any stink bomb or device, irritant or offensive-smelling substance, with the intent to interfere with another's use or enjoyment of the land, building or vehicle, commits a misdemeanor.
- (b) It shall be an affirmative defense that a peace officer in the performance of his or her duties reasonably used a noxious substance.

**Sec. 10-4-100. Defacing property / graffiti.**

It is unlawful for any person to deface or cause, aid in or permit the defacing of public or private property without the consent of the owner by any method of defacement, including but not limited to painting, drawing, writing or otherwise marring the surface of the property by use of paint, spray paint, ink or any other substance or object. In addition to any other penalty lawfully imposed, any person convicted of violating this Section may be ordered by the court to personally make repairs to any property damaged, or properties similarly damaged.

**Sec. 10-4-110. Tampering with a utility meter.**

- (a) It is unlawful for any person to connect any pipe, tube, stopcock, wire, cord, socket, motor or other instrument or contrivance with any main, service pipe or other medium conducting or supplying gas, water or electricity to any building without the knowledge and consent of the person supplying such gas, water or electricity..
- (b) It is unlawful for any person to, in any manner, alter, obstruct or interfere with the action of any meter provided for measuring or registering the quantity of gas, water or electricity passing through said meter without the knowledge and consent of the person owning said meter.
- (c) Nothing in this Section shall be construed to apply to any authorized Town or utility provider staff or contractor or any licensed electrical or plumbing contractor while performing usual and ordinary services in accordance with recognized customs and standards.

**ARTICLE V Offenses Relating to Drugs**

**Sec. 10-5-10. Definitions.**

As used in this Article, the following words shall have the meanings ascribed hereafter:

*Controlled substance* means a drug or an immediate precursor which is declared to be a controlled substance under Section 18-18-101, et seq., C.R.S., and also includes marijuana, marijuana concentrate and cocaine.

*Drug paraphernalia* means all equipment, products and materials of any kind which are used, intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling or otherwise introducing into the human body a controlled substance in violation of the laws of the State. Drug paraphernalia includes, but is not limited to:

a. Testing equipment used, intended for use or designed for use in identifying or in analyzing the strength, effectiveness or purity of controlled substances under circumstances in violations of state law;

b. Scales and balances used, intended for use or designed for use in weighing or measuring controlled substances;

c. Separation gins and sifters used, intended for use or designed for use in removing twigs and seeds from or in otherwise cleaning or refining marijuana;

d. Blenders, bowls, containers, spoons and mixing devices used, intended for use or designed for use in compounding controlled substances;

e. Capsules, balloons, envelopes and other containers used, intended for use or designed for use in packaging small quantities of controlled substances;

f. Containers and other objects used, intended for use or designed for use in storing or concealing controlled substances; or

g. Objects used, intended for use or designed for use in ingesting, inhaling or otherwise introducing marijuana, cocaine, hashish or hashish oil into the human body, such as:

1. Metal, wooden, acrylic, glass, stone, plastic or ceramic pipes with or without screens, permanent screens, hashish heads or punctured metal bowls;
2. Water pipes;
3. Carburetion tubes and devices;
4. Smoking and carburetion masks;
5. Roach clips, meaning objects used to hold burning material, such as a marijuana cigarette that has become too small or too short to be held in the hand;
6. Miniature cocaine spoons and cocaine vials;
7. Chamber pipes;
8. Carburetor pipes;
9. Electric pipes;

10. Air-driven pipes;
11. Chillums;
12. Bongs; or
13. Ice pipes or chillers.

*Marijuana* means all parts of the plant of the genus *cannabis* whether growing or not, the seeds thereof, the resin extracted from any part of the plant, and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or its resin, including marijuana concentrate. Marijuana does not include industrial hemp, nor does it include fiber produced from the stalks, oil, or cake made from the seeds of the plant, sterilized seed of the plant which is incapable of germination, or the weight of any other ingredient combined with marijuana to prepare topical or oral administrations, food, drink, or other product.

*Public place* means any place commonly or usually open to the general public or any resort accessible to members of the general public. By way of illustration, public places include but are not limited to, public ways, streets, public buildings, sidewalks, alleys parking lots, shopping centers, theaters, restaurants, malls, places of business open to the public, automobiles or other vehicles in or upon such place or places, common public living areas in apartment or condominium complexes, but shall not include the interior or enclosed yard area of private homes, residences, condominiums or apartments.

**Sec. 10-5-20. Possession of drug paraphernalia.**

- (a) A person commits possession of drug paraphernalia if he or she possesses drug paraphernalia and knows or reasonably should know that the drug paraphernalia could be used under circumstances in violation of state or Town law.
- (b) Any person who commits possession of drug paraphernalia, upon conviction thereof, shall be punished by a fine of not more than one hundred dollars.
- (c) The provisions of this Section shall not apply to personal possession or use of "Marijuana Accessories" as such term is defined in Article XVIII, Section 16, of the Colorado Constitution by any person that is twenty-one (21) years of age or older to the extent provided by Article XVIII, Section 16, of the Colorado Constitution.

**Sec. 10-5-30. Unlawful possession and consumption of marijuana by adult.**

- (a) It is unlawful for any person to possess more than two (2) and less than six (6) ounces or less of marijuana as defined in 10-5-10.
- (b) The provisions of this Section shall not apply to any person who possesses or uses marijuana pursuant to the Dangerous Drugs Therapeutic Research Act.
- (c) The provisions of this Section shall not apply to the personal use of marijuana by any person that is twenty-one (21) years of age or older to the extent provided by Article XVIII, Section 16(3), of the Colorado Constitution.

- (1) The personal use of marijuana pursuant to Article XVIII, Section 16(3) of the Colorado Constitution shall not include openly or publicly consuming or growing marijuana or consuming marijuana in a manner that endangers others.
- (2) For purposes of this section, the term "openly and publicly" means (a) in a manner observable by the public or a substantial number of the public; (b) in an area to which the public has access without restriction, including, but not limited to, streets, public ways, highways, sidewalks, alleys, bicycle paths, trails, public buildings, parks, open spaces, parking lots, shopping centers, places of business usually open to the general public, playgrounds, transportation facilities, places of amusement, and the common areas of buildings and other facilities, but shall not include any activity occurring on private residential property by the occupant or their guests.
- (d) As such terms are defined in (c)(2) of this Section it is unlawful for any person to openly and publicly display, consume or use marijuana in any public place, upon property owned, operated, leased or maintained by the State or any political subdivision or agency thereof, or upon property owned, operated, leased or maintained by the Town.

**Sec. 10-5-40. Marijuana cultivation and use.**

- (a) Definitions. The following words, terms and phrases, when used in this Section, shall have the following meanings unless the context clearly indicates otherwise:
  - (1) *Marijuana* shall mean all parts of the plant cannabis sativa L., whether growing or not, the seeds thereof, the resin extracted from any part of the plant and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or its resin, including marijuana concentrate whether grown for personal use. It does not include industrial hemp, fiber produced from the stalks, oil or cake made from the seeds of the plant, or sterilized seed of the plant which is incapable of germination, or the weight of any other ingredient combined with marijuana to prepare topical or oral administrations, food, drink, or other product, if these items exist apart from any other item defined as marijuana. For the purposes of this Section, marijuana shall include medical marijuana.
  - (2) *Primary residence* shall mean the addressed inhabitable structure that a person, by custom and practice, makes his or her principle domicile and to which the person intends to return, following any temporary absence, such as vacation. Such residence is evidenced by actual daily physical presence, use, and occupancy of the structure and the use of the residential address for domestic purposes, such as, but not limited to, slumber, preparation of and partaking of meals, regular mail deliver, vehicle and voter registration, or credit, water, and utility billing. A person shall have only one (1) primary residence.
- (b) Applicability. This Section shall apply to all property within the Town. To the extent that the Town is required to allow the cultivation of marijuana for personal or medicinal use under state law, the rules set forth herein shall apply. Nothing in this Section shall be

interpreted to permit retail marijuana stores or medical marijuana establishments of any kind otherwise prohibited by Chapter 19 or any other Chapter. If the Colorado Medical Marijuana Code, Article XVIII, § 14 of the Colorado Constitution, the Colorado Retail Marijuana Code or Article XVIII, § 16 of the Colorado Constitution are declared unlawful in violation of federal law, nothing in this Code shall be deemed to permit the cultivation, possession or use of marijuana for medicinal use or any other purpose. Nothing in this Section shall be deemed to provide a defense to the prosecution of offenses under the Federal Controlled Substances Act occurring in the Town.

- (c) Prohibitions regarding marijuana cultivation for personal or medicinal use.
- (1) It is unlawful to cultivate marijuana for personal or medicinal use or consumption anywhere in the Town other than in an enclosed, locked space within a detached single-family residential property or single-family residential garage or in a detached accessory building under the ownership of the person cultivating the marijuana or with the written permission of the property owner but only so long as the person cultivating marijuana also maintains his or her primary residence on such property. Enclosed means having a roof and all sides closed to the weather with walls, windows or doors.
  - (2) It is unlawful to cultivate or process marijuana in the common areas of a multi-family or attached residential development.
  - (3) Except for medicinal use by a patient or primary caregiver, as such terms are defined by Article XVIII, Section 14 of the Colorado Constitution, any cultivation, production or possession of marijuana plants shall not exceed six (6) marijuana plants, with three (3) or fewer being mature flowering plants, for each individual who is over twenty-one (21) years of age and for whom the property on which those activities occur is maintained as his or her primary residence.
  - (4) It is unlawful to cultivate marijuana inside a residential dwelling in an area exceeding thirty-two (32) square feet or exceeding a height of ten (10) feet. This limit applies regardless of the number of qualified patients or primary caregivers or persons otherwise allowed to possess and grow marijuana for personal use residing in the residence. The cultivation area shall contain at least one (1) smoke detector and shall be a single, locked area and shall not be accessible to anyone under the age of twenty-one (21).
  - (5) It is unlawful for any person to cultivate marijuana in a detached accessory structure or attached or detached garage unless such structure or garage is on property of the person's primary residence. Any garage or accessory structure used for the cultivation of marijuana, including all walls, doors and the roof, shall be constructed with a firewall assembly of Type X drywall meeting the minimum building code requirements for residential structures. The cultivation area shall contain at least one (1) smoke detector and shall be a locked area and not accessible to anyone under the age of twenty-one (21). Other provisions of this

Chapter notwithstanding, a permit is required for an accessory structure used for cultivating marijuana.

- (6) It is unlawful to cultivate marijuana in an accessory structure in an area that exceeds fifty (50) square feet and more than ten (10) feet in height.
- (7) It is unlawful to cultivate marijuana in an attached or detached garage in an area that is greater than thirty-two (32) square feet and more than ten (10) feet in height.
- (8) It is unlawful to use any lighting for the indoor cultivation of marijuana other than light-emitting diodes (LEDs), compact fluorescent lamps (CFLs) or fluorescent lighting. All high-intensity discharge (HID) lighting, including, but not limited to, mercury-vapor lamps, metal-halide (MH) lamps, ceramic MH lamps, sodium-vapor lamps, high-pressure sodium (HPS) lamps and xenon short-arc lamps, are prohibited.
- (9) It is unlawful to use gas products (e.g., CO<sub>2</sub>, butane) for indoor marijuana cultivation or processing.
- (10) It is unlawful to use a kitchen, bathroom or primary bedrooms for the indoor cultivation of marijuana.
- (11) It is unlawful to cultivate marijuana in any structure without complying with applicable building and fire codes, including plumbing and electrical, and all applicable zoning codes, including, but not limited to, lot coverage, setback and height requirements.
- (12) Any indoor marijuana cultivation area shall include a ventilation and filtration system designed to prevent mold and moisture and otherwise protect the health and safety of persons residing in the residence. This shall include, at a minimum, a system meeting the requirements of the current edition of the International Residential Building Code adopted by the Town.
- (13) It is unlawful to store chemicals used for marijuana cultivation inside of the habitable areas of the residence or within public view from neighboring properties and public rights-of-way.
- (14) It is unlawful to cultivate marijuana within public view from neighboring properties and public rights-of-way.
- (15) It is unlawful for any marijuana cultivation activity to adversely affect the health or safety of the nearby residents by creating dust, glare, heat, noise, noxious gasses, odor, smoke, traffic, vibration or other impacts; or be hazardous due to the use or storage of materials, processes, products or wastes, or from other actions related to the cultivation.



- (d) Penalty; Nuisance declared.
- (1) It is unlawful for any person to violate any of the provisions of this Section. Any such violation is hereby designated a criminal offense, and any person found guilty of violating any of the provisions of this Section shall, upon conviction thereof, be punished by a fine or imprisonment or both pursuant to Article IV of Chapter 1 of this Code. Each day that a violation of any of the provisions of this Section continues to exist shall be deemed a separate and distinct violation.
  - (2) The conduct of any activity in violation of this Section is hereby declared to be a public nuisance, which may be abated pursuant to the provisions for the abatement of nuisance provided for in Article II of Chapter 7 of this Code.
- (e) Authorization for application for search warrant. In the interest of public safety, officers of the police department may make application to the Town's municipal court for a warrant to enforce the provisions of this Section. Such application and any warrant issued pursuant thereto shall comply with the provisions in Rule 241 of the Colorado Municipal Court Rules of Procedure.

**Sec. 10-5-50. Substances releasing toxic vapors.**

- (a) No person shall knowingly smell or inhale the fumes of toxic vapors for the purpose of causing a condition of euphoria, excitement, exhilaration, stupefaction, or dulled senses of the nervous system. No person shall knowingly possess, buy, or use any such substance for the purposes described in this subsection, nor shall any person knowingly aid any other person to use any such substance for the purposes described in this subsection.
- (b) For the purposes of this section, the term “*toxic vapors*” means the following substances or products containing such substances:
- (1) Alcohols, including methyl, isopropyl, propyl, or butyl;
  - (2) Aliphatic acetates, including ethyl, methyl, propyl, or methyl cellosolve acetate;
  - (3) Acetone;
  - (4) Benzene;
  - (5) Carbon tetrachloride;
  - (6) Cyclohexane;
  - (7) Freons, including freon 11 and freon 12;
  - (8) Hexane;
  - (9) Methyl ethyl ketone;
  - (10) Methyl isobutyl ketone;
  - (11) Naphtha;
  - (12) Perchlorethylene;
  - (13) Toluene;
  - (14) Trichloroethane; or
  - (15) Xylene.

- (c) In a prosecution for a violation of this section, evidence that a container lists one or more of the substances described in subsection (b) of this section as one of its ingredients shall be prima facie evidence that the substance in such container contains toxic vapors and emits the fumes thereof.
- (d) Exception for medical or dental use. This Article shall not apply to the inhalation of anesthesia for medical or dental purposes.

## **ARTICLE VI Offenses Relating to Alcohol**

### **Sec. 10-6-10. Definitions.**

For purposes of this Article VI, the following words shall have the meanings ascribed hereafter:

*Alcohol beverage* means fermented malt beverage or malt, vinous or spirituous liquors; except that alcoholic beverages and alcoholic liquors shall not include confectionery containing alcohol within the limits prescribed by Section 25-5-410(1)(i)(II), C.R.S.

*Fermented malt beverage* has the meaning assigned in Section 44-4-103, C.R.S.

*Malt liquors* includes beer and shall be construed to mean any beverage obtained by the alcoholic fermentation of any infusion or decoction of barley, malt, hops or any other similar product, or any combination thereof, in water containing not less than one-half of one percent alcohol by volume.

*Spirituos liquors* shall have the meaning assigned in Section 44-3-103, C.R.S.

*Vinous liquors* shall have the meaning assigned in Section 44-3-103, C.R.S.

### **Sec. 10-6-20. Unlawful acts related to alcohol beverages.**

It is unlawful for any person to sell, serve, give away, dispose of, exchange, or deliver, or permit the sale, serving, giving, or procuring of, any alcohol beverage to a visibly intoxicated person or to a known habitual drunkard.

### **Sec. 10-6-30. Adult possession and consumption of alcoholic beverages in public prohibited.**

- (a) Except by permit issued by the Town, no person within the Town limits shall possess an opened container of or consume any alcohol beverage in public, except upon premises licensed for consumption of the beverage involved.
- (b) For purposes of this Section, opened container means any container other than an original closed container as sealed or closed for sale to the public by the manufacturer or bottler of the alcohol beverage. If an original container has been unsealed, undone or opened in any manner, it is an opened container for purposes of this Section.

- (c) For purposes of this Section, *in public* means:
  - (1) In or upon any public highway, street, alley, walk, parking lot, building, park or other public property or place, whether in a vehicle or not;
  - (2) In or upon those portions of any private property upon which the public has an express or implied license to enter or remain; or
  - (3) In or upon any other private property without the express or implied permission of the owner or person in possession and control of such property or such person's agent.
- (d) It is an affirmative defense to a charge brought against a person twenty-one years of age or older of violating this Section that the premises were licensed by the Town and/or by the State for the consumption of the alcohol beverage involved, and any judge shall take judicial notice of the official records of such license and dismiss forthwith any charge to which this defense applies. If such dismissal is *ex parte*, the judge shall notify the Town Attorney, who may petition the court for permission to refile the charge.
- (e) It is a specific defense to a charge of violating this Section brought against a person twenty-one years of age or older that:
  - (1) The owner of the property involved or the owner's agent gave express permission to the accused or to members of the accused's class to perform the acts complained of; or
  - (2) The accused was transporting the liquor or beverage from one (1) place where it could be lawfully consumed directly and without delay to another such place, and the container was at all times during the transportation capped, corked or otherwise reclosed with a firmly affixed waterproof lid. When the liquor or beverage was being transported in a motor vehicle, this defense is only available if the container was in the trunk or was not otherwise immediately accessible to the driver or any passenger.

**ARTICLE VII Offenses Related to Governmental Operations**

**Sec. 10-7-10. Resisting arrest.**

- (a) It is unlawful to knowingly prevent or attempt to prevent a police officer acting under color of his or her official authority, from effecting the arrest of any person, by:
  - (1) Using or threatening to use physical force or violence against the police officer or another; or
  - (2) Using any other means which creates a substantial risk of causing bodily injury to the police officer or another.

- (b) It is no defense to prosecution under this Section that the police officer was attempting to make an arrest which in fact was unlawful, if he or she was acting under color of his or her official authority and, in attempting to make the arrest, he or she was not resorting to unreasonable or excessive force giving rise to the right of self-defense.
- (c) As used in this section:
  - (1) *acting under color of his or her official authority* means when, in the regular course of assigned duties, a police officer is called upon to make, and does make, a judgment in good faith based upon surrounding facts and circumstances that an arrest should be made by him or her.
  - (2) a *police officer* means any person defined as a peace officer by C.R.S. Section 18-1-901, as amended, who is in uniform or who has displayed his or her credentials to the person whose arrest is attempted.

**Sec. 10-7-20. Obstructing a peace officer or firefighter.**

- (a) A person commits the crime of obstructing a peace officer or firefighter when, by using or threatening to use violence, force, physical interference, or obstacle, he or she knowingly obstructs, impairs or hinders the enforcement of the penal law or the preservation of peace by a peace officer, acting under color of his or her official authority, or knowingly obstructs, impairs or hinders the prevention, control or abatement of a fire by a firefighter, acting under color of his or her official authority.
- (b) To assure that animals used in law enforcement or fire prevention activities are protected from harm, a person commits obstructing a peace officer or firefighter when, by using or threatening to use violence, force, physical interference or obstacle, he or she knowingly obstructs, impairs or hinders any such animal.
- (c) It is no defense to a prosecution under this Section that the peace officer was acting in an illegal manner, if he or she was acting under color of his or her official authority, as defined in Section 10-7-10(c)(1) above.

**Sec. 10-7-30. False reporting to authorities.**

A person commits the crime of false reporting to authorities if:

- (1) He or she knowingly causes by any means, including but not limited to activation, a false alarm of fire or other emergency or a false emergency exit alarm to sound or to be transmitted to or within an official or volunteer fire department, ambulance service, law enforcement agency, or any other government agency which deals with emergencies involving danger to life or property; or
- (2) He or she makes a report or knowingly causes the transmission of a report to law enforcement authorities of a crime or other incident within their official concern when he or she knows that it did not occur; or

(3) He or she makes a report or knowingly causes the transmission of a report to law enforcement authorities pretending to furnish information relating to an offense or other incident within their official concern when he or she knows that he or she has no such information or knows that the information is false.

(4) He or she makes telephone calls to the Town's police, fire or emergency telephone numbers, including 911, when such person makes the call knowingly but for no legitimate purpose. This subsection shall apply regardless of whether the person who makes the call speaks or in any way communicates to the person answering the call.

(5) He or she knowingly provides false identifying information to law enforcement authorities. For purposes of this Section, identifying information means a person's name, address, birth date, social security number and driver's license or Colorado identification number.

## **ARTICLE VIII Public Peace, Order and Decency**

### **Sec. 10-8-10. Disorderly conduct.**

(a) A person commits the crime of disorderly conduct if he or she intentionally, knowingly or recklessly:

(1) Makes a coarse and obviously offensive utterance, gesture or display in a public place and the utterance, gesture or display tends to incite an immediate breach of the peace;

(2) Fights with another in a public place except in an amateur or professional contest of athletic skill;

(3) Not being a peace officer, discharges a firearm in a public place except when engaged in lawful target practice or hunting or the ritual discharge of blank ammunition cartridges as an attendee at a funeral for a deceased person who was a veteran of the armed forces of the United States; or

(4) Not being a peace officer, displays a real or simulated firearm, displays any article used or fashioned in a manner to cause a person to reasonably believe that the article is a firearm, or represents verbally or otherwise that he or she is armed with a firearm in a public place in a manner calculated to alarm and does alarm another person.

### **Sec. 10-8-20. Disrupting lawful assembly.**

A person commits the crime of disrupting lawful assembly if, intending to prevent or disrupt any lawful meeting, procession or gathering, he or she significantly obstructs or interferes with the meeting, procession or gathering by physical action, verbal utterance or any other means. This section is not intended to infringe upon any right guaranteed to any person by the First Amendment to the United States constitution or to prevent the lawful expression of any religious, political, or philosophical views.

**Sec. 10-8-30. Harassment.**

(a) A person commits the crime of harassment if, with intent to harass, annoy or alarm another person, he or she:

(1) Strikes, shoves, kicks or otherwise touches a person or subjects a person to physical contact;

(2) In a public place directs obscene language or makes an obscene gesture to or at another person;

(3) Follows a person in or about a public place;

(4) Directly or indirectly initiates communication with a person or directs language toward another person, anonymously or otherwise, by telephone, telephone network, data network, text message, instant message, computer, computer network, computer system, or other interactive electronic medium in a manner intended to harass or threaten bodily injury or property damage, or makes any comment, request, suggestion, or proposal by telephone, computer, computer network, computer system, or other interactive electronic medium that is obscene; or

(5) Makes a telephone call or causes a telephone to ring repeatedly, whether or not a conversation ensues, with no purpose of legitimate conversation; or

(6) Makes repeated communications at inconvenient hours that invade the privacy of another and interfere in the use and enjoyment of another's home or private residence or other private property; or

(7) Repeatedly insults, taunts, challenges, or makes communications in offensively coarse language to, another in a manner likely to provoke a violent or disorderly response.

(b) As used in this Section unless the context otherwise requires, *obscene* means a patently offensive description of ultimate sexual acts or solicitation to commit ultimate sexual acts, whether or not said ultimate sexual acts are normal or perverted, actual or simulated, including masturbation, cunnilingus, fellatio, anilingus or excretory functions.

(c) Any act prohibited by Subsections (a)(4), (a)(5), (a)(6) above may be deemed to have occurred or to have been committed at the place at which the telephone call, electronic mail, or other electronic communication was either made or received.

(d) This section is not intended to infringe upon any right guaranteed to any person by the First Amendment to the United States constitution or to prevent the expression of any religious, political, or philosophical views.

**Sec. 10-8-40. Loitering on or around school property.**

(a) As used in this Section, *loiter* means to be dilatory, to stand idly around, to linger, delay or wander about, or to remain, abide or tarry in a public place.

(b) It is unlawful for any person with intent to interfere with or disrupt the school program or with intent to interfere with or endanger school children, to loiter in a school building or on school grounds or within one hundred (100) feet of school grounds when persons under the age of eighteen (18) are present in the building or on the grounds, not having any reason or relationship involving custody of, or responsibility for, a pupil or any other specific legitimate reason for being there, and having been asked to leave by a school administrator or his or her representative or by a peace officer.

(c) It shall be an affirmative defense that the defendant's acts were lawful and he or she was exercising his or her rights of lawful assembly as a part of peaceful and orderly petition for the redress of grievance, either in the course of labor disputes or otherwise.

**Sec. 10-8-50. Unlawful interference with educational institutions.**

(a) It is unlawful for any person on or near the premises or facilities of any educational institution willfully to deny to students, school officials, employees and invitees:

- (1) Lawful freedom of movement on the premises;
- (2) Lawful use of the property or facilities of such institution; or
- (3) The right of lawful ingress and egress to the institution's physical facilities.

(b) It is unlawful for any person on the premises of any educational institution or at or in any building or other facility being used by any educational institution willfully to impede the staff or faculty of such institution in the lawful performance of their duties or willfully to impede a student of such institution in the lawful pursuit of his or her educational activities through the use of restraint, coercion or intimidation or when force and violence are present or threatened.

(c) It is unlawful for any person willfully to refuse or to fail to leave the property of, or any building or other facility used by, any educational institution upon being requested to do so by the chief administrative officer, his or her designees charged with maintaining order on the school premises and in its facilities or a dean of such educational institution, if such person is committing, threatens to commit or incites others to commit any act which would disrupt, impair, interfere with or obstruct the lawful missions, processes, procedures or functions of the institution.

(d) Nothing in this Section shall be construed to prevent lawful assembly and peaceful and orderly petition for the redress of grievances, including any labor dispute between an educational institution and its employees, any contractor or subcontractor or any employee thereof.

**Sec. 10-8-60. Desecration of venerated objects.**

(a) It is unlawful for any person to knowingly desecrate any public monument, structure or place of worship or burial or desecrate in a public place any other object of veneration by the public or a substantial segment thereof.

- (b) As used in this Section, *desecrate* means defacing, damaging, polluting or otherwise physically mistreating in a way that the defendant knows will outrage the sensibilities of persons likely to observe or disc over his or her action or its result.

**Sec. 10-8-70. Hindering transportation.**

It shall be unlawful for any person to knowingly and without lawful authority forcibly stop and/or hinder the operation of any vehicle used in providing transportation services of any kind to the public or to any person, association or corporation.

**Sec. 10-8-80. Throwing missiles.**

(a) It shall be unlawful for any person to knowingly project any missile at or against any vehicle or equipment designed for the transportation of persons or property, other than a bicycle.

(b) As used in this Section, “*missile*” means any object or substance.

**Sec. 10-8-90. Unreasonable noises prohibited.**

It is unlawful to intentionally, knowingly or recklessly make, permit or assist another to make unreasonable noise within the Town which, under all of the circumstances presented, would cause a person of ordinary sensitivities significant annoyance and irritation. The following noises and circumstances shall be deemed as prima facie unreasonable in the context, however, of the above standards:

- (1) Electrically amplified sound audible twenty-five (25) feet from the source of said sound or audible within a residence other than that of the person responsible for the sound;
- (2) Nonlicensed motor vehicle gasoline engines, nonvehicular gasoline engines and electric tools operated between 10:00 p.m. and 7:00 a.m. and audible twenty-five (25) feet from the source of the sound or audible within a residence other than that of the person responsible for the sound;
- (3) Repair or adjustment of a motor vehicle between 10:00 p.m. and 7:00 a.m. which is audible twenty-five (25) feet from the source of the sound or audible within a residence other than that of the person responsible for the sound; or
- (4) A gathering of persons engaged in loud and continuing activities continuing for a minimum of fifteen (15) minutes between 10:00 p.m. and 7:00 a.m. and audible twenty-five (25) feet from the source of the sound or audible within a residence other than that of the person responsible for the sound.
- (5) Except for emergency construction immediately necessary to protect property or person, noise from any construction activities between 7:00 p.m. and 7:00 a.m. which is audible twenty-five (25) feet from the source of the sound or audible within a residence other than that of the person responsible for the sound.



**Sec. 10-8-100. Public urination.**

It is unlawful for any person to urinate or defecate within public view, whether in or on public or private property, except in a room or area designated and equipped for such purposes.

**Sec. 10-8-110. Indecent exposure.**

It shall be unlawful for any person to:

- (a) knowingly expose his or her genitals to the view of any person under circumstances in which such conduct is likely to cause affront or alarm to the other person with the intent to arouse or to satisfy the sexual desire of any person; or
- (b) knowingly performs an act of masturbation in a manner which exposes the act to the view of any person under circumstances in which such conduct is likely to cause affront or alarm to the other person.
- (c) For purposes of this Section, *masturbation* means the real or simulated touching, rubbing, or otherwise stimulating of a person's own genitals or pubic area for the purpose of sexual gratification or arousal of the person, regardless of whether the genitals or pubic area is exposed or covered.

**ARTICLE IX Weapons**

**Sec. 10-9-10. Discharge of firearms.**

It is unlawful for a person, other than a peace officer or member of the Armed Forces of the United States or the Colorado National Guard acting in lawful discharge of his or her duties, to discharge or cause to be discharged any firearm within or into the limits of the Town. For purposes of this Section, the lawful discharge of a peace officer's duties shall include but not be limited to firearms training and/or certification at a designated training site.

**ARTICLE X Fireworks**

**Sec. 10-10-10. Unlawful exploding of fireworks.**

Unless specifically permitted in accordance with Article III of Chapter 6, it is unlawful for any person to use, discharge or explode any fireworks as defined in Section 6-3-10 within the Town limits. Any person convicted of a violation of this Section shall be fined a minimum \$500.00 for a first offense and \$1,000.00 for any subsequent offense within any two year period.

**Sec. 10-10-20. Seizure of fireworks.**

The police authorities of the Town shall seize, take and remove, at the expense of the owner, all stocks of fireworks used, discharged or exploded in violation of this Article subject to the laws of the state of Colorado.

**Sec. 10-10-30. Toy propellant devices used for model or educational rockets.**

Nothing in this Article shall prevent or regulate the use of educational rockets and toy propellant device type engines used in such rockets when such rockets are of nonmetallic construction and utilize replaceable engines or model cartridges containing less than two (2) ounces of propellant when such engine or model cartridge is designed to be ignited by electrical means.

**ARTICLE XI Offenses Related to Minors and Persons Under the Age of Twenty-One (21)**

**Sec. 10-11-10. Curfew for minors.**

- (a) It is unlawful for any parent, guardian or other person having care or custody of any child under the age of eighteen (18) years to allow or permit any such child to loiter or remain upon any street, alley or other public place, on foot or in or upon a vehicle, subsequent to the hour of 9 10:00 p.m. or prior to 5:00 a.m.
- (b) It is unlawful for any child under the age of eighteen (18) years to loiter or remain upon any street, alley or other public place, on foot or within or upon a vehicle, subsequent to the hour of 10:00 p.m. or prior to 5:00 a.m.
- (c) The provisions of Section (a) and/or (b) shall not apply if the child under the age of eighteen (18) years is:
  - a. travelling to or from lawful employment, or organized school, church or civic organization organized activity or other activity that represents an exercise of the child's constitutional First Amendment rights;
  - b. accompanied by the parent, guardian or other person of the age of twenty-one (21) years having permission of the parent or guardian to have the custody or care of such child; or
  - c. on an emergency or legitimate business errand directed by a parent or guardian
- (d) Before taking any enforcement action under this section, a police officer shall ask the apparent offender's age and reason for being in the public place. The officer shall not issue a citation or make an arrest under this section unless the officer reasonably believes that an offense has occurred and that, based on any response and other circumstances, no defense in subsection (c) of this section is proffered or is present.
- (e) The Chief of Police or designate thereof is hereby authorized to take any person charged with violating any of the provisions of Subsection (a) or (b) to the Town Hall and release such person to the custody of his or her parents or guardians after notifying the same. Upon a subsequent violation of Subsection (b) and upon any violation of Subsection (a), the person arrested shall be so charged.

**Sec. 10-11-20. Furnishing cigarettes, electronic smoking devices or tobacco products to persons under the age of twenty-one (21).**

- (a) A person shall not give, sell, distribute, dispense, or offer for sale a cigarette, tobacco product, or nicotine product to any person who is under twenty-one years of age.
- (b) Before giving, selling, distributing, dispensing, or offering to sell to an individual any cigarette, tobacco product, or nicotine product, a person shall request from the individual and examine a government-issued photographic identification that establishes that the individual is twenty-one years of age or older.
- (c) It is an affirmative defense to a prosecution under subsection (1)(a) of this section that the person furnishing the cigarette, tobacco product, or nicotine product was presented with and reasonably relied upon a government-issued photographic identification that identified the individual receiving the cigarette, tobacco product, or nicotine product as being twenty-one years of age or older.
- (d) As used in this section, “cigarette, tobacco product, or nicotine product” means:
  - (1) A product that contains nicotine or tobacco or is derived from tobacco and is intended to be ingested or inhaled by or applied to the skin of an individual; or
  - (2) Any device that can be used to deliver tobacco or nicotine to the person inhaling from the device, including an electronic cigarette, cigar, cigarillo, or pipe.
  - (3) Notwithstanding any provision of paragraph (1) of this subsection (d) to the contrary, “cigarette, tobacco product, or nicotine product” does not mean a product that the food and drug administration of the United States department of health and human services has approved as a tobacco use cessation product.
- (e) Persons convicted of violating the offenses described in this Section 10-11-20 shall be punished by a fine as follows:
  - (1) If the person convicted was at the time of the violation under eighteen (18) years of age, then the following punishment shall be applicable:
    - a. First offense: fine of two hundred dollars (\$200.00).
    - b. Second offense: fine of three hundred dollars (\$300.00).
    - c. Third offense: fine of five hundred dollars (\$500.00).
    - d. Additional offenses: fine of five hundred dollars (\$500.00).
  - (2) In lieu of the fine to be imposed under Paragraph (1) above, the court may sentence the person to participate in a tobacco education program.

- (3) The court may allow a person under eighteen (18) years of age convicted of violating the offenses described in this Section 10-11-20 to perform community service and be granted credit against the fine and court costs at the rate set by the Municipal Court Judge for each hour of work performed.
- (4) If the person convicted was at the time of the violation eighteen (18) years of age or older, then the following punishment shall be applicable:
  - a. First offense: fine of three hundred dollars (\$300.00).
  - b. Second offense: fine of five hundred dollars (\$500.00).
  - c. Third offense: fine of one thousand dollars (\$1,000.00).
  - d. Additional offenses: fine of one thousand dollars (\$1,000.00).

**Sec. 10-11-30. Purchasing or attempting to purchase cigarettes, other smoking devices or tobacco products by persons under the age of twenty-one (21).**

- (a) It is unlawful for any person under the age of twenty-one (21) years of age to purchase or attempt to purchase any cigarette, tobacco product, or nicotine product, as such terms are defined in Section 10-11-20.
- (b) Persons convicted of violating this Sections 10-11-30, except as otherwise provided herein, shall be punished by a fine as follows:
  - (1) First offense: fine of one hundred dollars (\$100.00).
  - (2) Second offense: fine of two hundred dollars (\$200.00).
  - (3) Third offense: fine of five hundred dollars (\$500.00).
  - (4) Additional offenses: fine of five hundred dollars (\$500.00).
  - (5) Following a conviction for a first offense under this Section, the court in lieu of the fine may sentence the person to participate in a tobacco education program.
  - (6) The court may allow a person convicted for a first offense under this Section to perform community service and be granted credit against the fine and court costs at a rate set by the Municipal Court Judge for each hour of work performed for up to fifty percent (50%) of the fine and court costs.

**Sec. 10-11-40. Possession or use of cigarettes, electronic smoking devices or tobacco products by persons under the age of twenty-one (21).**

- (a) It is unlawful for any person under the age of twenty-one (21) years to possess or use any cigarette, tobacco product, or nicotine product, as such terms are defined in Section 10-14-30. It shall not be an offense under this Section if the person under twenty-one (21) years of age was acting at the direction of an employee of a governmental agency

authorized to enforce or ensure compliance with laws relating to the prohibition of the sale of cigarettes, tobacco products, or nicotine products to persons under the age of twenty-one (21) years.

- (b) Persons convicted of violating this Sections 10-11-40, except as otherwise provided herein, shall be punished by a fine as follows:
  - (1) First offense: fine of one hundred dollars (\$100.00).
  - (2) Second offense: fine of two hundred dollars (\$200.00).
  - (3) Third offense: fine of five hundred dollars (\$500.00).
  - (4) Additional offenses: fine of five hundred dollars (\$500.00).
  - (5) Following a conviction for a first offense under this Section, the court in lieu of the fine may sentence the person to participate in a tobacco education program.
  - (6) The court may allow a person convicted for a first offense under this Section to perform community service and be granted credit against the fine and court costs at a rate set by the Municipal Court Judge for each hour of work performed for up to fifty percent (50%) of the fine and court costs.

**Sec. 10-11-50. Possession, consumption or sale of alcohol to persons under age twenty-one.**

- (a) It is unlawful to:
  - (1) Sell, serve, give away, dispose of, exchange or deliver or permit the sale, serving, giving or procuring of any alcohol beverages to or for any person under the age of twenty-one (21) years;
  - (2) Obtain or attempt to obtain any alcohol beverages by misrepresentation of age or any other method in any place selling alcohol beverages when such person is under the age of twenty-one (21) years;
  - (3) Possess or consume any alcohol beverage when such person is under the age of twenty-one (21) years; or
  - (4) Knowingly, or under conditions that an average parent or guardian should have knowledge of, suffer or permit any person under twenty-one (21) years of age, of whom such person may be a parent or guardian, to violate Paragraph (1), (2) or (3) above.
  - (5) For any person to purchase, provide or attempt to purchase or provide alcohol beverage for a person under the age of twenty-one (21) years.

- (b) It shall be an affirmative defense that the person under the age of twenty-one (21) years was practicing in a religious ceremony or practice, or is participating in a supervised and bona fide investigation conducted by a law enforcement agency, or that the conduct was permitted by Article 3 or 4 of Title 44, C.R.S.
- (c) Any person under the age of twenty-one (21) years convicted of an offense under this Section may be punished by a fine not to exceed one thousand dollars (\$1000.00) and a term of probation not to exceed one (1) year.
- (d) Prima facie evidence of a violation of Subsection (a)(3) above shall consist of:
  - (1) Evidence that the defendant was under the age of twenty-one (21) years and possessed or consumed alcoholic beverages or fermented malt beverages anywhere in the Town; or
  - (2) Evidence that the defendant was under the age of twenty-one (21) years and manifested any of the characteristics commonly associated with alcohol intoxication or impairment while present anywhere in the Town.
- (e) During any trial for a violation of this Section, any bottle, can or any other container with labeling indicating the contents of such bottle, can or container shall be admissible into evidence, and the information contained on any label on such bottle, can or other container shall not constitute hearsay. A jury or a judge, whichever is appropriate, may consider the information upon such label in determining whether the contents of the bottle, can or other container were composed in whole or in part of alcohol beverage. A label which identifies the contents of any bottle, can or other container as "beer," "ale," "malt beverage," "fermented malt beverage," "malt liquor," "wine," "champagne," "whiskey" or "whisky," "gin," "vodka," "tequila," "schnapps," "brandy," "cognac," "liqueur," "cordial," "alcohol" "hard seltzer" or "liquor" shall constitute prima facie evidence that the contents of the bottle, can or other container were composed in whole or in part of alcohol beverage.

**Sec. 10-11-60. Underage possession, consumption or sale of marijuana to persons under the age of twenty-one (21)**

- (a) It is unlawful to:
  - (1) Sell, serve, give away, dispose of, exchange or deliver or permit the sale, serving, giving or procuring of any marijuana as defined in in subsection 10-5-10 of this Chapter to or for any person under the age of twenty-one (21) years;
  - (2) Obtain or attempt to obtain any such marijuana by misrepresentation of age or any other method in any place selling marijuana when such person is under the age of twenty-one (21) years;
  - (3) Possess or consume any marijuana when such person is under the age of twenty-one (21) years; or

- (4) Knowingly, or under conditions that an average parent or guardian should have knowledge of, suffer or permit any person under twenty-one (21) years of age, of whom such person may be a parent or guardian, to violate Paragraph (1), (2) or (3) above.
  - (5) For any person to purchase, provide or attempt to purchase or provide marijuana for a person under the age of twenty-one (21) years.
- (c) Any person under the age of twenty-one (21) years convicted of an offense under this Section may be punished by a fine not to exceed one thousand dollars (\$1000.00) and a term of probation not to exceed one (1) year.

## **ARTICLE XII Miscellaneous Offenses**

### **Sec. 10-12-10. Motorbikes.**

The operation anywhere within the Town, whether on private or public property, of any so-called motorbike, minibike, all-terrain four (4) wheeled open vehicle, or other such motorized vehicle designed primarily for recreation and not designed and equipped for operation on a public street or highway, or otherwise permitted under Section 8-1-100 shall be unlawful within the Town except on premises for which land use approvals specifically allow such operation.

### **Sec. 11-12-20. Unlawful activities in Town parks; penalties.**

- (a) It is unlawful for any person:
  - (1) to bring or to have in his or her possession any glass bottle in any Town-owned and maintained park.
  - (2) except for Town personnel performing security or park maintenance services in Town parks or when a valid Town permit has been issued allowing park use at different hours, to enter upon or remain within a Town owned and maintained park during hours not designated for public use.
  - (3) to bring in and dump, deposit or leave any bottles or other containers made of glass, any broken glass, ashes, papers, boxes, cans, dirt, rubbish, waste, garbage, refuse or other trash in or upon any Town-owned and maintained park or other public area in the Town except in containers designed for deposit of such items.
  - (4) utilizing the facilities of any Town owned and maintained park or other public area in the Town, to leave such area or facility without first having placed in disposal receptacles, where provided, all trash in the nature of boxes, papers, cans or other containers, garbage and other refuse in the possession of such person. If no disposal receptacle is available or the receptacles are full, then such person shall carry away said refuse or trash in his or her possession from the area, to be disposed of in a proper and legal manner elsewhere.

(5) to dispose of trash in a Town owned and maintained park that park activities do not generate.

- (b) A violation of this Section shall be a non-criminal (civil) offense and anyone convicted of violating this Section shall be fined a civil penalty not less than twenty-five dollars (\$25.00) for the first offense.

**Section 3. Amend Section 19-4-340.** Section 19-4-340 addressing prohibited fences and requirements for materials is amended by the addition of a new subsection (d), the substance of which was previously codified at Section 10-12-30, such subsection to read as follows:

- (d) Barbed wire fences prohibited. It is unlawful for any person to construct or maintain within the Town any fence, cellar or window guard containing barbs, barbed wire, sharpened nails, or any other pointed or sharpened thing or metallic substance.

**Section 4. New Article III of Chapter 6, regulating fireworks.** A new Article III is added to Chapter 6 which governs business licenses and regulations, entitled "Fireworks" to read as follows in its entirety:

**Sec. 6-3-10. - Definitions.**

As used in this Article, unless the context otherwise requires:

*Fireworks* means any article, device or substance prepared for the primary purpose of producing a visual or auditory sensation by combustion, explosion, deflagration or detonation, including, without limitation, the following articles and devices commonly known and used as fireworks: toy cannons or toy canes in which explosives are used, blank cartridges, the type of balloon which requires fire underneath to propel the same, firecrackers, torpedoes, skyrockets, rockets, Roman candles, Day-Glo bombs and torches, or other fireworks of like construction and any fireworks containing any explosive or flammable compound, or any tablets or other device containing any explosive substance. *Fireworks* does not include:

- a. Toy caps which do not contain more than twenty-five hundredths (0.25) of a grain of explosive compound per cap;
- b. Sparklers, trick matches, cigarette loads, trick noisemakers, toy smoke devices and novelty auto alarms;
- c. Highway flares, railway fuses, shop distress signals, smoke candles and other emergency signal devices.

*Manufacturer* includes any wholesaler and any person who manufactures, makes, constructs or produces any fireworks article or device.

*Person* includes an individual, partnership, firm, company, association or corporation.



*Retailer* includes any person who sells, delivers, consigns or furnishes fireworks to another person not for resale.

*Wholesaler* includes any person who sells, delivers, consigns, gives or in any way furnishes fireworks to a retailer for resale.

**Sec. 6-3-20. - Permits required for display.**

- (a) The Board of Trustees has the power to grant permits for supervised public displays of fireworks by municipalities, fair associations, amusement parks and other organizations and groups, and to adopt reasonable rules and regulations for the granting of such permits and it shall be unlawful to display fireworks without first having obtained a permit therefor.
- (b) Application for a permit as provided for herein shall be filed with the Town Clerk, together with a permit fee in an amount as set by the Board of Trustees by resolution as may be amended from time to time and an inspection fee in an amount as set by the Board of Trustees by resolution as may be amended from time to time. The application shall contain at least the following information:
  - (1) Name and address of applicant;
  - (2) Location where the applicant will sell fireworks;
  - (3) Name and address of any wholesaler or distributor from whom the retailer proposes to purchase lawful fireworks for resale;
  - (4) Manner, method and times when and how the applicant proposes to sell lawful fireworks; and
  - (5) Such additional information may be required by the Board of Trustees.

Such application shall be made in writing at least thirty (30) days in advance of the date of display.

- (b) Every display shall be handled by a competent operator and shall be of such character and so located, discharged and fired as not to be hazardous to property or endanger any person. Before a permit is granted, the operator and the location and handling of the display shall be approved, after investigation, by the Fire Chief of the relevant fire protection district or the Chief of Police, or their authorized agents.
- (c) No person displaying fireworks under this Section shall fail to dispose of any fireworks that remain unfired after the display is concluded in a safe manner.
- (d) No permit shall be transferable or assignable. No permit shall be required for such public display of fireworks at any county or district fair duly organized under state law and the ordinances of the Town.

**Sec. 6-3-30. - Insurance.**

All permittees shall be required to provide a certificate of insurance to protect persons and property from death or injury as a result of any fireworks display for which a permit is issued, in an amount not less than one hundred fifty thousand dollars (\$150,000.00) per person injured and one million dollars (\$1,000,000.00) per incident. The insurance shall cover any liability of the Town or any employee or agent thereof arising out of or connected with the permit and the fireworks display permitted thereunder.

**Sec. 6-3-40. - Bond.**

Any permittee shall be required to obtain a performance bond in a sum not less than one thousand dollars (\$1,000.00) conditioned on compliance with the provisions of this Article; except that the Town shall not be required to file such bond.

**Sec. 6-3-50. - Interpretation.**

This Article shall not be construed to prohibit:

- (1) Any person, including a manufacturer, who has first obtained a license to sell display fireworks, from offering for sale, exposing for sale, selling or having in his or her possession with intent to offer for sale, or sell, fireworks to any municipality, fair association, amusement park or other organization or group holding a display permit issued as provided in this Article, or to any county or district fair duly organized under the laws of the State;
- (2) Any person from using or exploding fireworks in accordance with the provisions of any display permit issued as provided in this Article or as part of a supervised public display at any county or district fair duly organized under the laws of the State;
- (3) Any resident manufacturer from manufacturing and selling, or any resident wholesaler, dealer or jobber from selling at wholesale, such fireworks as are not prohibited under this Article, the sale of any kind of fireworks, provided that the same are to be shipped directly out of state in accordance with regulations of the United States Interstate Commerce Commission covering the transportation of explosives and other dangerous articles by motor, rail and water, the use of fireworks by railroads or other transportation agencies for signal purposes or illumination, the sale or use of blank cartridges for a show or theater, signal or ceremonial purposes in athletics or sports, or use by military organizations, or the use of fireworks for agricultural purposes under conditions approved by the Board of Trustees;
- (4) Any person from offering for sale, exposing for sale, selling, having in his or her possession with intent to offer for sale or sell, or using or firing toy pistols, toy guns, sparklers or other devices in which caps manufactured in accordance with this Article are used; or(5)The importation, purchase, sale or possession of fireworks which are used or to be used solely to prevent damage to crops by animals or birds, by the Board of Trustees with the assistance of other appropriate state departments and in accordance with Article 4 of Title 24, C.R.S.

**Sec. 6-3-60. - Licensing; sale of display fireworks; manufacture and wholesale.**

- (a) No person shall sell or offer to sell at retail any fireworks which are to be used for display purposes within the Town unless he or she first obtains a license to do so from the Secretary of State and from the Board of Trustees.
- (b) No person shall manufacture or wholesale fireworks until he or she shall first obtain a license from the Secretary of State, pursuant to Sections 12-28-106(c) and (d), C.R.S., and the Secretary of State shall be the sole licensing authority for manufacturers' and wholesalers' licenses.

**Sec. 6-3-70. - Seizure of fireworks.**

The police authorities of the Town or their authorized agents shall seize, take and remove, at the expense of the owner, all stocks of fireworks or combustibles offered or exposed for sale, stored or held in violation of this Article.

**Sec. 6-3-80. - Toy propellant devices used for model or educational rockets.**

Nothing in this Article shall prevent or regulate the manufacture or sale of educational rockets and toy propellant device type engines used in such rockets when such rockets are of nonmetallic construction and utilize replaceable engines or model cartridges containing less than two (2) ounces of propellant when such engine or model cartridge is designed to be ignited by electrical means.

**Section 5.** **New Article V of Chapter 11, governing Town parks.** A new Article V is added to Chapter 11 which governs street sidewalks and public property, entitled "Town Parks" to read as follows in its entirety:

**Sec. 11-5-10. - Permitting and administrative policy.**

- (a) The Town Administrator is hereby authorized to promulgate an administrative policy and rules for:
  - (1) Setting park hours. In the absence of any Town Administrator policy, public use of Town owned and maintained parks is limited to between 6:00 a.m. through 6:00 p.m. for the months of October through April, and 6:00 a.m. through 8:30 p.m. for the months of May through September, which hours may be extended by the Town Administrator for approved special events.;
  - (2) Use of space limitations, including temporary closures of areas of the parks;
  - (3) Rentals of facilities within the Town's parks;
  - (4) Permitting of larger group gatherings, including criteria and an administrative process and appropriate fees;

- (5) Permitting for exceptions to any prohibitions generally applicable within the parks; and
- (6) Park usage rules consistent with this Article.

**Section 6.** **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 7.** **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 8.** **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. Prosecutions for violations of any provision of Chapter 10 of the Lochbuie Municipal Code in process as of the date of approval or effectiveness of this ordinance shall not be affected hereby, it being the intent of the Board of Trustees that such matters shall remain enforceable and that the repeal of Chapter 10 that is effected hereby shall not impair existing prosecutions.

**Section 9.** **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 16th day of January, 2024.

TOWN OF LOCHBUIE, COLORADO

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Michael Mahoney, Mayor

I hereby certify that the above Ordinance was adopted by the Board of Trustees of the Town of Lochbuie at its meeting of \_\_\_\_\_, 2024, and ordered published by title only one time by *The Brighton Blade* newspaper on \_\_\_\_\_, 2024.

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Heather Bowen, Town Clerk



## Agenda Item Summary

**MEETING DATE:** January 16, 2024  
**SUBJECT:** Public Hearing to Consider A Resolution Approving A Conditional Use Permit To Operate A Gas Station At 17731 County Road 2  
**PRESENTED BY:** Christopher Kennedy, Community Development Director

### **SUMMARY**

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In order to meet all public hearing noticing requirements, this public hearing will move to February 6, 2024, and information will be provided in the packet for that meeting.

The public hearing should be opened in order to continue to the next meeting date.

### **FINANCIAL CONSIDERATIONS**

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No financial considerations.

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

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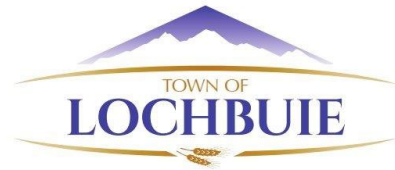
Mayor Mahoney will open the public hearing, and staff recommends the following motion:

“I move to continue the public hearing for the consideration of a resolution approving a conditional use permit to operate a gas station at 17731 County Road 2 to February 6, 2024.”

### **ATTACHMENTS**

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None



## Agenda Item Summary (AIS)

MEETING DATE: January 16, 2024  
SUBJECT: Finance Department Monthly Report  
PRESENTED BY: Denise Rademacher, Finance Director

### INTRODUCTION

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The purpose of this report is to provide the Board with information on the Town's finances and projects being pursued. The following is a summary of the various types of projects underway and board request follow up:

- a. **Financial Statements** – November and December financial statements are attached. The December statement is unaudited and will most certainly change before / after the 2023 audit is completed. Staff will present an in-depth quarterly report in March summarizing 4Q and FY 2023 results.
- b. **Audit** –The 2023 audit began in December. Three auditors from Haynie & Company spent 2 days at the Town Hall during the week of December 11 doing pre-audit work. Staff continues to work on audit preparation. The auditors will return during the weeks of March 4 and March 11, if necessary, to complete the audit. The final 2023 audit should be ready to present to the Board in May.
- c. **Project Financing** –Staff submitted the SRF loan application on January 5 for the Elevated Water Tank project. The Town is seeking an \$8M loan for the project. The application will be reviewed by Colorado Water Resources Power Development Authority (CWRPDA) at its February meeting. Attached is a flow chart depicting the loan process.
- d. **2024 Budget** – The 2024 Adopted Budget is available on the Town's website and has been submitted to the Department of Local Affairs as required.
- e. **2023 Year-End** – Staff is busy preparing year end 1099 and W-2 forms. The forms must be submitted electronically this year.

### ATTACHMENTS

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- November / December 2023 Financial Statements
- November / December 2023 A/R Aging Reports
- Drinking Water Revolving Fund (DWRP) Loan Programs Steps

TOWN OF LOCHBUIE  
 COMBINED CASH INVESTMENT  
 NOVEMBER 30, 2023

COMBINED CASH ACCOUNTS

01-1000015	CHASE-OPERATING ACCOUNT	1,629,319.97
01-1000016	CSIP	8,165,036.01
01-1000017	CSAFE	8,181,495.18
01-1000020	CASH ON HAND	600.00
01-1000021	CASH - PETTY CASH	350.00
01-1000031	CHASE-SEWER TREATMENT PIFS	699,447.67
01-1000057	COLOTRUST - POOLED FUNDS	8,747,666.09
01-1000058	CHASE-CD-SEWER TREATMENT PIF	6,725,171.22
01-1000059	CHASE-CD-ARPA FUNDS	1,837,181.46
01-1000060	CHASE - SCHOOL CONTRIBUTION	416,889.33
01-1000061	CHASE - SILVERPEAKS SUPPLY	855,342.55
01-1000062	CHASE - INTERSTATE EXCHANGE	443,147.80
01-1000063	CHASE - AMERICAN RESCUE PLAN	40.67
01-1000070	DEPOSITS	1,320.00
01-1000071	JPMC FEDERAL HOME LOAN-2/2025	1,498,805.73
01-1000072	JPMC FEDERAL FARM CR-7/2025	1,501,410.47
01-1000073	JPMC T BILL - 8/24	2,895,517.77
01-1000074	JPMC T BILL - 2/24	1,977,857.26
01-1000750	UTILITY CASH CLEARING	( 3,609.98)
01-1000752	XBP EFT CLEARING	33,098.97
01-1000761	A/R CLEARING ACCOUNT	4,237.55
01-2000203	ACCOUNTS PAYABLE	( 4,237.55)
	TOTAL COMBINED CASH	45,606,088.17
01-1000010	CASH ALLOCATED TO OTHER FUNDS	( 45,606,088.17)
	TOTAL UNALLOCATED CASH	<u>.00</u>

CASH ALLOCATION RECONCILIATION

10	ALLOCATION TO GENERAL FUND	9,043,256.01
20	ALLOCATION TO CONSERVATION TRUST FUND	307,424.44
50	ALLOCATION TO WATER FUND	19,974,314.27
55	ALLOCATION TO SEWER FUND	16,281,093.45
	TOTAL ALLOCATIONS TO OTHER FUNDS	45,606,088.17
	ALLOCATION FROM COMBINED CASH FUND - 01-1000010	( 45,606,088.17)
	ZERO PROOF IF ALLOCATIONS BALANCE	<u>.00</u>



TOWN OF LOCHBUIE  
 BALANCE SHEET  
 NOVEMBER 30, 2023

GENERAL FUND

ASSETS

10-1000010	CASH IN COMBINED FUND	9,043,256.01	
10-1000057	VEHICLE ESCROW-159950.1-'24 DT	390,025.69	
10-1000058	VEHICLE ESCROW - 158139.1 F600	5,100.15	
10-1000060	A/R - CUSTOMERS	7,224.30	
10-1000069	CASH WITH COUNTY TREASURER	45,525.12	
10-1000070	PROPERTY TAX RECEIVABLE	560,101.00	
10-1000088	A/R DEVELOPERS	( 190,912.20)	
10-1000091	DUE FROM OTHER GOVTS	339,792.33	
	TOTAL ASSETS		10,200,112.40

LIABILITIES AND EQUITY

LIABILITIES

10-2000203	ACCOUNTS PAYABLE	133,526.63	
10-2000204	UNCLAIMED PROPERTY	1,810.22	
10-2000206	ACCRUED WAGES PAYABLE	28,114.73	
10-2000209	SUTA/WC PAYABLE	921.16	
10-2000234	PUBLIC SAFETY SURCHARGE	22,680.00	
10-2000241	DEFERRED REVENUE- PROPERTY TAX	560,101.00	
10-2000285	LANDSCAPING ESCROW	69,805.00	
10-2000390	SILVER PEAKS DEVEL SURCHG	5,984.66	
	TOTAL LIABILITIES		822,943.40

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
10-2000801	CURRENT FUND BALANCE	7,982,557.96	
	REVENUE OVER EXPENDITURES - YTD	1,394,611.04	
	BALANCE - CURRENT DATE	9,377,169.00	
	TOTAL FUND EQUITY		9,377,169.00
	TOTAL LIABILITIES AND EQUITY		10,200,112.40

TOWN OF LOCHBUIE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAX</u>					
10-320-1600	.00	561,560.10	560,101.00	( 1,459.10)	100.3
10-320-1605	1,971.57	22,553.60	45,000.00	22,446.40	50.1
10-320-1610	167,663.86	1,820,154.67	1,400,000.00	( 420,154.67)	130.0
10-320-1615	41,394.19	516,791.64	450,000.00	( 66,791.64)	114.8
10-320-1620	22,890.22	487,101.58	368,000.00	( 119,101.58)	132.4
10-320-1621	.00	350.00	750.00	400.00	46.7
10-320-1622	.00	38,593.67	36,500.00	( 2,093.67)	105.7
<b>TOTAL TAX</b>	<b>233,919.84</b>	<b>3,447,105.26</b>	<b>2,860,351.00</b>	<b>( 586,754.26)</b>	<b>120.5</b>
<u>FRANCHISES</u>					
10-325-1625	8,486.58	96,454.85	112,000.00	15,545.15	86.1
10-325-1635	11,406.66	35,453.20	50,000.00	14,546.80	70.9
10-325-1640	.00	42,443.37	53,000.00	10,556.63	80.1
10-325-1925	.00	1,200.00	1,200.00	.00	100.0
<b>TOTAL FRANCHISES</b>	<b>19,893.24</b>	<b>175,551.42</b>	<b>216,200.00</b>	<b>40,648.58</b>	<b>81.2</b>
<u>LICENSE &amp; PERMIT</u>					
10-330-1700	1,133.75	7,448.75	16,000.00	8,551.25	46.6
10-330-1701	.00	401.25	1,508.00	1,106.75	26.6
10-330-1702	1,784.75	45,742.84	75,000.00	29,257.16	61.0
10-330-1705	20,886.03	463,844.83	385,500.00	( 78,344.83)	120.3
10-330-1714	.00	865.00	500.00	( 365.00)	173.0
10-330-1715	.00	510.00	500.00	( 10.00)	102.0
<b>TOTAL LICENSE &amp; PERMIT</b>	<b>23,804.53</b>	<b>518,812.67</b>	<b>479,008.00</b>	<b>( 39,804.67)</b>	<b>108.3</b>
<u>INTERGOVERNMENTAL</u>					
10-335-1725	20,553.91	211,620.83	222,508.00	10,887.17	95.1
10-335-1730	189.00	3,428.38	2,500.00	( 928.38)	137.1
10-335-1740	2,159.36	24,753.25	29,000.00	4,246.75	85.4
<b>TOTAL INTERGOVERNMENTAL</b>	<b>22,902.27</b>	<b>239,802.46</b>	<b>254,008.00</b>	<b>14,205.54</b>	<b>94.4</b>

TOWN OF LOCHBUIE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>GRANTS</u>					
10-340-1250 POST TRAINING REIMBURSEMENTS	525.00	1,020.00	4,000.00	2,980.00	25.5
10-340-1301 DOLA - COMP PLAN GRANT	18,458.83	18,458.83	100,000.00	81,541.17	18.5
10-340-1302 DOLA - CR 4 BRIDGE REPAIR	.00	.00	500,000.00	500,000.00	.0
10-340-1729 CDOT - GREENWAY TRAILS	2,362.10	17,323.79	350,000.00	332,676.21	5.0
10-340-1730 CDOT - 1-76 SIGNALIZATION	.00	.00	500,000.00	500,000.00	.0
10-340-1731 PARK IMPROVEMENT GRANT	.00	.00	12,500.00	12,500.00	.0
<b>TOTAL GRANTS</b>	<b>21,345.93</b>	<b>36,802.62</b>	<b>1,466,500.00</b>	<b>1,429,697.38</b>	<b>2.5</b>
<u>FEEES</u>					
10-350-1804 ADMINISTRATION SERVICES	2,536.45	64,125.26	53,800.00	( 10,325.26)	119.2
10-350-1806 PLAN REVIEW FEE	1,790.24	39,500.10	24,500.00	( 15,000.10)	161.2
10-350-1808 COURT BOND FEE	500.00	625.00	150.00	( 475.00)	416.7
10-350-1809 LAND USE APPLICATION	.00	4,114.72	.00	( 4,114.72)	.0
10-350-1810 COPY FEES	55.00	562.50	600.00	37.50	93.8
10-350-1812 BAG FEE	.00	1,688.46	.00	( 1,688.46)	.0
10-350-1817 INFRASTRUCTURE FEE	2,441.88	58,710.30	51,104.00	( 7,606.30)	114.9
10-350-1818 INTERSTATE EXCHANGE	1,953.54	46,969.05	49,050.00	2,080.95	95.8
10-350-1819 PUBLIC SAFETY FEE	390.00	9,425.00	8,125.00	( 1,300.00)	116.0
<b>TOTAL FEES</b>	<b>9,667.11</b>	<b>225,720.39</b>	<b>187,329.00</b>	<b>( 38,391.39)</b>	<b>120.5</b>
<u>FINES &amp; FORFEITS</u>					
10-360-1825 FINES - GENERAL	3,079.00	56,280.66	55,800.00	( 480.66)	100.9
10-360-1831 VIN INSPECTION FEES	60.00	710.00	1,250.00	540.00	56.8
10-360-1832 COURT FEES	1,315.00	15,450.00	12,000.00	( 3,450.00)	128.8
10-360-1885 CASH BOND	.00	1,500.00	1,800.00	300.00	83.3
10-360-1886 SEX OFFENDER REGISTRY FEE	125.00	1,225.00	2,000.00	775.00	61.3
10-360-1994 VEHICLE IMPOUNDS	270.00	2,605.00	2,500.00	( 105.00)	104.2
<b>TOTAL FINES &amp; FORFEITS</b>	<b>4,849.00</b>	<b>77,770.66</b>	<b>75,350.00</b>	<b>( 2,420.66)</b>	<b>103.2</b>
<u>TRASH SERVICE REVENUE</u>					
10-365-1510 DELINQUENT NOTICE	963.00	8,281.80	8,500.00	218.20	97.4
10-365-1812 ACCOUNT SETUP/TRANSFER FEE	75.00	801.00	800.00	( 1.00)	100.1
10-365-1990 OTHER REVENUE	27.00	354.00	300.00	( 54.00)	118.0
10-365-2000 TRASH SERVICE	45,776.80	485,490.58	536,000.00	50,509.42	90.6
<b>TOTAL TRASH SERVICE REVENUE</b>	<b>46,841.80</b>	<b>494,927.38</b>	<b>545,600.00</b>	<b>50,672.62</b>	<b>90.7</b>

TOWN OF LOCHBUIE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>OTHER</u>					
10-370-1850 INTEREST EARNED	24,848.67	274,429.88	156,000.00	( 118,429.88)	175.9
10-370-1852 DEVELOPER REIMBURSEMENTS	11,720.45	264,333.51	300,000.00	35,666.49	88.1
10-370-1854 UNREALIZED GAIN/LOSS ON INVEST	8,404.31	16,020.01	.00	( 16,020.01)	.0
10-370-1855 T MOBILE RENTAL	2,256.92	24,826.12	29,578.00	4,751.88	83.9
10-370-1856 VERIZON WIRELESS LEASE	993.67	10,891.41	11,885.00	993.59	91.6
10-370-1870 PROCEEDS ON SALE OF ASSETS	.00	17,760.00	.00	( 17,760.00)	.0
10-370-1930 INSURANCE PROCEEDS	15,082.83	14,352.27	.00	( 14,352.27)	.0
10-370-1955 OIL & GAS ROYALTIES	1,538.39	18,104.24	25,000.00	6,895.76	72.4
10-370-1956 MINERAL LEASE	.00	60,045.39	40,000.00	( 20,045.39)	150.1
10-370-1957 SEVERANCE TAX	.00	250,742.58	150,000.00	( 100,742.58)	167.2
10-370-1962 EVENTS & FESTIVALS	.00	27,269.00	7,000.00	( 20,269.00)	389.6
10-370-1990 OTHER REVENUE	.00	20,964.04	22,000.00	1,035.96	95.3
10-370-1991 UNITED POWER CAPITAL CREDITS	.00	2,854.00	3,000.00	146.00	95.1
10-370-1998 LEASE PROCEEDS	.00	379,045.00	.00	( 379,045.00)	.0
<b>TOTAL OTHER</b>	<b>64,845.24</b>	<b>1,381,637.45</b>	<b>744,463.00</b>	<b>( 637,174.45)</b>	<b>185.6</b>
<b>TOTAL FUND REVENUE</b>	<b>448,068.96</b>	<b>6,598,130.31</b>	<b>6,828,809.00</b>	<b>230,678.69</b>	<b>96.6</b>

TOWN OF LOCHBUIE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEGISLATIVE</u>					
10-421-3010 REGULAR SALARIES	4,812.38	54,057.33	53,541.00	( 516.33)	101.0
10-421-3013 PAYROLL TAXES	78.07	859.12	847.00	( 12.12)	101.4
10-421-3065 PERA CONTRIBUTION	687.24	8,011.61	7,994.00	( 17.61)	100.2
10-421-3080 WORKERS COMP	.00	55.75	61.00	5.25	91.4
10-421-3081 INSURANCE / 457 CONTRIBUTIONS	252.38	3,186.55	3,505.00	318.45	90.9
10-421-3083 457 PLAN MATCH	51.00	301.50	468.00	166.50	64.4
10-421-3090 TRAINING	.00	2,499.24	11,000.00	8,500.76	22.7
10-421-4020 OTHER FEES & PROF SERVICES	.00	1,496.88	8,500.00	7,003.12	17.6
10-421-5700 VEHICLE ALLOWANCE	.00	241.89	270.00	28.11	89.6
10-421-5710 PHONE ALLOWANCE	.00	136.31	207.00	70.69	65.9
10-421-6100 GENERAL SUPPLIES	.00	96.57	500.00	403.43	19.3
10-421-6200 SPECIAL EVENTS	769.50	43,244.08	41,000.00	( 2,244.08)	105.5
10-421-7100 DUES & SUBSCRIPTIONS	.00	15,768.00	15,968.00	200.00	98.8
10-421-7150 ELECTIONS	6,142.50	6,241.50	10,000.00	3,758.50	62.4
10-421-7250 RECORDING / PUBLISHING FEES	26.88	320.40	1,000.00	679.60	32.0
10-421-8880 OTHER EXPENSE	277.89	1,143.72	3,500.00	2,356.28	32.7
<b>TOTAL LEGISLATIVE</b>	<b>13,097.84</b>	<b>137,660.45</b>	<b>158,361.00</b>	<b>20,700.55</b>	<b>86.9</b>
<u>JUDICIAL</u>					
10-422-3010 REGULAR SALARIES	2,058.97	19,665.54	26,943.00	7,277.46	73.0
10-422-3011 OVERTIME PAY	.00	1.76	275.00	273.24	.6
10-422-3013 PAYROLL TAXES	33.79	322.70	449.00	126.30	71.9
10-422-3065 PERA CONTRIBUTION	364.28	3,848.90	5,057.00	1,208.10	76.1
10-422-3080 WORKERS COMP	.00	44.73	49.00	4.27	91.3
10-422-3081 INSURANCE / 457 CONTRIBUTIONS	517.93	4,776.35	6,214.00	1,437.65	76.9
10-422-3083 PLAN 457 MATCH	45.50	466.00	.00	( 466.00)	.0
10-422-3090 TRAINING	.00	510.00	2,000.00	1,490.00	25.5
10-422-4000 JUDGE FEES	600.00	6,600.00	7,200.00	600.00	91.7
10-422-4140 LEGAL & PROSECUTING ATTY FEES	600.00	6,600.00	8,200.00	1,600.00	80.5
10-422-4340 INTERPRETER SERVICE	188.69	1,501.56	1,200.00	( 301.56)	125.1
10-422-6100 GENERAL SUPPLIES	.00	429.14	500.00	70.86	85.8
10-422-7100 DUES & SUBSCRIPTIONS	.00	152.00	100.00	( 52.00)	152.0
<b>TOTAL JUDICIAL</b>	<b>4,409.16</b>	<b>44,918.68</b>	<b>58,187.00</b>	<b>13,268.32</b>	<b>77.2</b>

TOWN OF LOCHBUIE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
10-423-3010	20,416.16	193,376.39	195,785.00	2,408.61	98.8
10-423-3011	.00	92.33	375.00	282.67	24.6
10-423-3013	333.66	3,195.19	3,237.00	41.81	98.7
10-423-3065	2,885.29	28,603.47	29,112.00	508.53	98.3
10-423-3080	.00	191.84	210.00	18.16	91.4
10-423-3081	1,944.88	22,857.26	24,849.00	1,991.74	92.0
10-423-3083	231.50	2,053.50	2,412.00	358.50	85.1
10-423-3090	225.13	2,723.38	5,000.00	2,276.62	54.5
10-423-4020	8,903.91	59,698.69	103,420.00	43,721.31	57.7
10-423-4050	3,754.62	12,644.31	20,927.00	8,282.69	60.4
10-423-4100	.00	5,666.66	8,000.00	2,333.34	70.8
10-423-4120	.00	.00	10,000.00	10,000.00	.0
10-423-4140	4,476.25	62,273.81	75,000.00	12,726.19	83.0
10-423-4380	373.33	4,106.65	5,000.00	893.35	82.1
10-423-4400	( 32.00)	2,224.75	3,009.00	784.25	73.9
10-423-4460	390.79	12,618.12	11,750.00	( 868.12)	107.4
10-423-4470	63.71	1,274.01	1,600.00	325.99	79.6
10-423-5010	.00	13,875.53	15,000.00	1,124.47	92.5
10-423-5300	.00	514.60	2,750.00	2,235.40	18.7
10-423-5410	443.46	4,806.03	6,750.00	1,943.97	71.2
10-423-5420	7.50	186.81	800.00	613.19	23.4
10-423-5450	409.63	4,216.68	5,530.00	1,313.32	76.3
10-423-5500	.00	2,083.73	2,000.00	( 83.73)	104.2
10-423-5700	.00	564.36	630.00	65.64	89.6
10-423-5710	.00	626.06	963.00	336.94	65.0
10-423-5800	.00	72.41	500.00	427.59	14.5
10-423-5850	156.99	1,735.90	1,800.00	64.10	96.4
10-423-6100	175.31	2,845.22	3,500.00	654.78	81.3
10-423-6115	.00	.00	5,000.00	5,000.00	.0
10-423-7100	82.98	2,702.23	6,000.00	3,297.77	45.0
10-423-7200	.00	5,620.68	5,601.00	( 19.68)	100.4
10-423-7220	.00	591.65	500.00	( 91.65)	118.3
10-423-7221	986.28	10,592.65	11,400.00	807.35	92.9
10-423-8880	371.66	1,650.25	3,000.00	1,349.75	55.0
10-423-9400	.00	23,853.76	200,000.00	176,146.24	11.9
10-423-9401	.00	.00	450,000.00	450,000.00	.0
TOTAL ADMINISTRATION	46,601.04	490,138.91	1,221,410.00	731,271.09	40.1

TOWN OF LOCHBUIE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE</u>					
10-431-3010	REGULAR SALARIES	92,905.49	943,136.06	1,092,898.00	149,761.94 86.3
10-431-3011	OVERTIME PAY	6,766.44	48,039.07	24,175.00 (	23,864.07) 198.7
10-431-3013	PAYROLL TAXES	1,631.81	16,169.29	18,432.00	2,262.71 87.7
10-431-3060	FPPA RETIREMENT COST	9,721.28	102,395.90	122,686.00	20,290.10 83.5
10-431-3065	PERA CONTRIBUTION	1,582.40	19,761.08	20,936.00	1,174.92 94.4
10-431-3080	WORKERS COMP	.00	16,795.72	18,383.00	1,587.28 91.4
10-431-3081	INSURANCE / 457 CONTRIBUTIONS	12,975.85	127,342.13	151,508.00	24,165.87 84.1
10-431-3083	PLAN 457 MATCH	391.50	4,618.00	4,914.00	296.00 94.0
10-431-3090	TRAINING	.00	8,616.34	10,000.00	1,383.66 86.2
10-431-3091	PRE-HIRE EVALS	.00	6,078.06	8,900.00	2,821.94 68.3
10-431-4020	OTHER FEES - PROF & TECH SRVCS	.00	21,204.00	21,404.00	200.00 99.1
10-431-4021	WELD COUNTY DISPATCH	.00	65,740.47	68,333.00	2,592.53 96.2
10-431-4022	VICTIMS ADVOCATE	.00	34,142.77	40,000.00	5,857.23 85.4
10-431-4050	CONTRACT IT FEES	7,710.64	27,927.61	45,633.00	17,705.39 61.2
10-431-4140	LEGAL & PROSECUTING ATTY FEES	.00	6,950.00	4,500.00 (	2,450.00) 154.4
10-431-4260	LABORATORY FEES	.00	765.85	2,400.00	1,634.15 31.9
10-431-4460	R&M SVC'S BUILDINGS	212.94	9,321.01	7,250.00 (	2,071.01) 128.6
10-431-4475	PD LEASES	22,472.25	47,079.26	47,079.00 (	.26) 100.0
10-431-4476	COPIER LEASE	238.53	2,676.26	3,000.00	323.74 89.2
10-431-5010	INSURANCE/BONDS	2,500.00	38,559.68	40,000.00	1,440.32 96.4
10-431-5410	ELECTRIC/GAS UTILITIES	410.79	4,440.24	6,000.00	1,559.76 74.0
10-431-5420	TRASH FEES	7.50	123.16	850.00	726.84 14.5
10-431-5450	TELEPHONE SERVICE	1,130.75	12,198.73	13,200.00	1,001.27 92.4
10-431-5500	PRINTING & PUBLISHING	.00	2,566.70	1,500.00 (	1,066.70) 171.1
10-431-5710	PHONE ALLOWANCE	.00	66.00	.00 (	66.00) .0
10-431-6100	GENERAL SUPPLIES	133.14	8,289.79	5,000.00 (	3,289.79) 165.8
10-431-6115	EQUIPMENT	.00	7,159.16	15,000.00	7,840.84 47.7
10-431-6116	AMMUNITION	665.00	4,961.36	6,000.00	1,038.64 82.7
10-431-6120	UNIFORMS	2,798.95	18,181.81	17,500.00 (	681.81) 103.9
10-431-6200	FUEL & OIL	1,388.97	17,826.63	31,200.00	13,373.37 57.1
10-431-6500	REPAIRS AND MAINTENANCE	.00	1,420.97	2,000.00	579.03 71.1
10-431-6501	R&M FLEET	1,646.31	40,222.26	26,400.00 (	13,822.26) 152.4
10-431-7100	DUES	.00	13,174.86	18,000.00	4,825.14 73.2
10-431-8880	OTHER EXPENSE	510.38	776.16	2,500.00	1,723.84 31.1
10-431-9400	CAPITAL OUTLAY / CONTINGENCY	.00	56,269.35	45,000.00 (	11,269.35) 125.0
	TOTAL POLICE	167,800.92	1,734,995.74	1,942,581.00	207,585.26 89.3

TOWN OF LOCHBUIE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMUNITY DEVELOPMENT</u>					
10-432-3010	9,889.90	89,446.95	120,044.00	30,597.05	74.5
10-432-3011	25.70	25.70	250.00	224.30	10.3
10-432-3013	155.71	1,381.66	1,985.00	603.34	69.6
10-432-3065	1,384.12	13,130.16	17,718.00	4,587.84	74.1
10-432-3080	.00	87.74	96.00	8.26	91.4
10-432-3081	1,064.13	11,129.62	17,839.00	6,709.38	62.4
10-432-3083	91.00	1,092.00	1,963.00	871.00	55.6
10-432-3090	.00	1,480.52	5,000.00	3,519.48	29.6
10-432-4050	652.72	8,624.71	10,463.00	1,838.29	82.4
10-432-4055	.00	.00	35,533.00	35,533.00	.0
10-432-4070	14,739.60	327,125.44	241,500.00	( 85,625.44)	135.5
10-432-4120	195.00	14,074.50	20,000.00	5,925.50	70.4
10-432-4140	.00	6,259.50	10,000.00	3,740.50	62.6
10-432-5450	40.80	446.52	500.00	53.48	89.3
10-432-5710	.00	22.00	.00	( 22.00)	.0
10-432-6100	43.12	719.19	500.00	( 219.19)	143.8
10-432-7100	.00	1,434.88	1,400.00	( 34.88)	102.5
10-432-7291	13,442.95	295,808.67	300,000.00	4,191.33	98.6
10-432-8880	311.15	633.64	1,000.00	366.36	63.4
10-432-9400	.00	6,719.00	8,000.00	1,281.00	84.0
10-432-9401	3,013.77	27,008.20	150,000.00	122,991.80	18.0
TOTAL COMMUNITY DEVELOPMENT	45,049.67	806,650.60	943,791.00	137,140.40	85.5



TOWN OF LOCHBUIE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS/STREETS</u>					
10-441-3010	6,081.96	67,262.59	75,482.00	8,219.41	89.1
10-441-3011	151.83	2,685.55	1,800.00	( 885.55)	149.2
10-441-3013	102.87	1,153.87	1,275.00	121.13	90.5
10-441-3065	855.92	10,262.01	11,407.00	1,144.99	90.0
10-441-3080	.00	994.97	1,089.00	94.03	91.4
10-441-3081	1,146.52	12,396.13	14,184.00	1,787.87	87.4
10-441-3083	77.20	828.60	1,014.00	185.40	81.7
10-441-3090	.00	2,853.33	5,500.00	2,646.67	51.9
10-441-4050	1,707.41	4,534.26	6,713.00	2,178.74	67.5
10-441-4120	122.50	32,418.47	36,000.00	3,581.53	90.1
10-441-4420	602.80	3,575.39	5,000.00	1,424.61	71.5
10-441-4476	.00	18,966.23	28,566.00	9,599.77	66.4
10-441-4480	.00	453,199.94	900,000.00	446,800.06	50.4
10-441-4485	4,490.78	30,690.18	30,000.00	( 690.18)	102.3
10-441-5010	.00	10,524.06	11,000.00	475.94	95.7
10-441-5410	470.40	5,025.93	7,200.00	2,174.07	69.8
10-441-5420	35.00	378.16	1,000.00	621.84	37.8
10-441-5450	142.80	1,454.07	1,300.00	( 154.07)	111.9
10-441-5710	.00	22.00	.00	( 22.00)	.0
10-441-6100	174.86	1,858.90	2,500.00	641.10	74.4
10-441-6115	3,600.69	5,625.13	11,450.00	5,824.87	49.1
10-441-6120	235.96	1,123.27	1,200.00	76.73	93.6
10-441-6200	559.95	12,927.94	12,000.00	( 927.94)	107.7
10-441-6501	1,540.53	18,114.65	24,600.00	6,485.35	73.6
10-441-6570	569.10	9,290.31	13,000.00	3,709.69	71.5
10-441-6586	701.98	9,290.11	15,000.00	5,709.89	61.9
10-441-7100	.00	382.00	1,000.00	618.00	38.2
10-441-8880	169.07	790.06	2,500.00	1,709.94	31.6
10-441-9400	151,188.00	189,338.00	100,000.00	( 89,338.00)	189.3
10-441-9403	.00	60,366.37	1,000,000.00	939,633.63	6.0
10-441-9404	.00	.00	900,000.00	900,000.00	.0
<b>TOTAL PUBLIC WORKS/STREETS</b>	<b>174,728.13</b>	<b>968,332.48</b>	<b>3,221,780.00</b>	<b>2,253,447.52</b>	<b>30.1</b>

TOWN OF LOCHBUIE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS/PARKS</u>					
10-442-3010	6,081.96	67,262.59	75,482.00	8,219.41	89.1
10-442-3011	151.83	2,685.55	1,800.00	( 885.55)	149.2
10-442-3013	102.87	1,153.87	1,275.00	121.13	90.5
10-442-3065	855.92	10,262.01	11,407.00	1,144.99	90.0
10-442-3080	.00	994.97	1,089.00	94.03	91.4
10-442-3081	1,146.51	12,396.14	14,184.00	1,787.86	87.4
10-442-3083	77.20	828.60	1,014.00	185.40	81.7
10-442-3090	.00	2,778.18	3,000.00	221.82	92.6
10-442-4050	1,607.98	4,384.76	6,713.00	2,328.24	65.3
10-442-4420	.00	2,583.39	5,000.00	2,416.61	51.7
10-442-4440	55.86	4,942.61	6,850.00	1,907.39	72.2
10-442-4476	.00	11,379.12	20,979.00	9,599.88	54.2
10-442-4520	.00	14,916.20	15,000.00	83.80	99.4
10-442-5010	.00	6,528.20	7,000.00	471.80	93.3
10-442-5410	504.68	5,426.03	7,800.00	2,373.97	69.6
10-442-5420	35.00	378.16	1,000.00	621.84	37.8
10-442-5450	142.80	1,454.07	1,300.00	( 154.07)	111.9
10-442-5710	.00	22.00	.00	( 22.00)	.0
10-442-5850	.00	20,825.00	21,825.00	1,000.00	95.4
10-442-6100	127.23	2,473.38	2,000.00	( 473.38)	123.7
10-442-6115	468.70	5,085.99	2,700.00	( 2,385.99)	188.4
10-442-6120	235.96	1,109.17	1,200.00	90.83	92.4
10-442-6200	.00	2,103.44	2,000.00	( 103.44)	105.2
10-442-6575	.00	1,763.33	1,000.00	( 763.33)	176.3
10-442-6576	.00	654.08	20,000.00	19,345.92	3.3
10-442-6577	.00	4,950.27	10,000.00	5,049.73	49.5
10-442-7100	.00	.00	750.00	750.00	.0
10-442-8880	178.06	693.65	2,500.00	1,806.35	27.8
10-442-9410	.00	.00	25,000.00	25,000.00	.0
10-442-9420	.00	54,485.00	18,000.00	( 36,485.00)	302.7
	<u>11,772.56</u>	<u>244,519.76</u>	<u>287,868.00</u>	<u>43,348.24</u>	<u>84.9</u>
<u>TRASH SERVICE EXPENSES</u>					
10-445-0050	43,608.22	459,302.65	497,500.00	38,197.35	92.3
	<u>43,608.22</u>	<u>459,302.65</u>	<u>497,500.00</u>	<u>38,197.35</u>	<u>92.3</u>
<u>DEBT SERVICE</u>					
10-446-8877	63,500.00	127,000.00	127,000.00	.00	100.0
10-446-8878	190,000.00	190,000.00	190,000.00	.00	100.0
	<u>253,500.00</u>	<u>317,000.00</u>	<u>317,000.00</u>	<u>.00</u>	<u>100.0</u>

TOWN OF LOCHBUIE  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	760,567.54	5,203,519.27	8,648,478.00	3,444,958.73	60.2
NET REVENUE OVER EXPENDITURES	( 312,498.58)	1,394,611.04	( 1,819,669.00)	( 3,214,280.04)	76.6

TOWN OF LOCHBUIE  
 BALANCE SHEET  
 NOVEMBER 30, 2023

CONSERVATION TRUST FUND

<u>ASSETS</u>			
20-1000010	CASH IN COMBINED FUND		307,424.44
	TOTAL ASSETS		<u>307,424.44</u>
<u>LIABILITIES AND EQUITY</u>			
<u>LIABILITIES</u>			
20-2000203	ACCOUNTS PAYABLE		3,178.75
	TOTAL LIABILITIES		3,178.75
<u>FUND EQUITY</u>			
	UNAPPROPRIATED FUND BALANCE:		
20-2000801	CURRENT FUND BALANCE	254,749.97	
	REVENUE OVER EXPENDITURES - YTD	<u>49,495.72</u>	
	BALANCE - CURRENT DATE		<u>304,245.69</u>
	TOTAL FUND EQUITY		<u>304,245.69</u>
	TOTAL LIABILITIES AND EQUITY		<u>307,424.44</u>

TOWN OF LOCHBUIE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2023

CONSERVATION TRUST FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INTERGOVERNMENTAL</u>					
20-335-1735	.00	78,483.23	95,000.00	16,516.77	82.6
	.00	78,483.23	95,000.00	16,516.77	82.6
<u>OTHER</u>					
20-370-1850	770.48	8,444.79	1,500.00	( 6,944.79)	563.0
20-370-1854	285.70	531.54	.00	( 531.54)	.0
	1,056.18	8,976.33	1,500.00	( 7,476.33)	598.4
	1,056.18	87,459.56	96,500.00	9,040.44	90.6

TOWN OF LOCHBUIE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2023

CONSERVATION TRUST FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>PARKS</u>					
20-451-9300 OTHER PROJECTS	3,178.75	37,963.84	305,005.00	267,041.16	12.5
TOTAL PARKS	<u>3,178.75</u>	<u>37,963.84</u>	<u>305,005.00</u>	<u>267,041.16</u>	<u>12.5</u>
TOTAL FUND EXPENDITURES	<u>3,178.75</u>	<u>37,963.84</u>	<u>305,005.00</u>	<u>267,041.16</u>	<u>12.5</u>
NET REVENUE OVER EXPENDITURES	<u>( 2,122.57)</u>	<u>49,495.72</u>	<u>( 208,505.00)</u>	<u>( 258,000.72)</u>	<u>23.7</u>

TOWN OF LOCHBUIE  
BALANCE SHEET  
NOVEMBER 30, 2023

WATER FUND

ASSETS

50-1000010	CASH IN COMBINED FUND	19,974,314.27	
50-1000060	A/R - CUSTOMERS	228,889.69	
50-1000063	A/R DELINQUENT	11,631.48	
50-1000105	MACHINERY & EQUIPMENT	399,403.83	
50-1000115	WATER RIGHTS	509,687.64	
50-1000120	LAND	70,876.26	
50-1000125	PLANT	4,880,974.30	
50-1000130	BUILDINGS	1,231,505.76	
50-1000133	WATER LINES	4,026,781.40	
50-1000135	WATER METERS	351,120.19	
50-1000136	RO PLANT	3,314,373.40	
50-1000137	CONSTRUCTION IN PROGRESS	54,033.50	
50-1000140	SOFTWARE	47,033.31	
50-1000160	ACCUM DEPR PLANT	( 4,342,191.24)	
50-1000998	DEF OUTFLOW - OPEB	11,525.00	
50-1000999	DEFERRED OUTFLOW OF RESOURCES	80,980.00	
	TOTAL ASSETS		30,850,938.79

LIABILITIES AND EQUITY

LIABILITIES

50-2000203	ACCOUNTS PAYABLE	111,180.24	
50-2000206	WAGES PAYABLE	7,896.19	
50-2000209	WATER METER DEPOSITS	9,305.00	
50-2000214	INTEREST PAY - 97 REV BONDS	2,482.00	
50-2000239	COMPENSATED ABSENCE	18,543.05	
50-2000274	2012 WATER REVENUE BOND	1,015,000.00	
50-2000280	UNEARNED REVENUE	1,835,858.30	
50-2000307	SILVERPEAKS DEV SURCHARGE	66,142.84	
50-2000310	2012 BOND PREMIUM	15,052.80	
50-2000346	NET OPEB LIABILITY	25,928.00	
50-2000347	DEF INFLOW - OPEB	9,159.00	
50-2000348	NET PENSION LIABILITY	( 33,163.00)	
50-2000349	DEFERRED INFLOW OF RESOURCES	287,421.00	
50-2000392	BLUE LAKES WATER TRANSMISSION	83,250.00	
50-2000393	BLUE LAKES WATER RESOURCE CHAR	58,000.00	
	TOTAL LIABILITIES		3,512,055.42

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:

50-2000801	CURRENT FUND BALANCE	20,346,899.07	
50-2000810	CONTRIBUTED CAP DEVELOPERS	2,993,794.95	
50-2000820	CONTRIB CAP - ST & FED GRANTS	1,156,431.68	
50-2000875	RETAINED EARNINGS	( 122,912.00)	
	REVENUE OVER EXPENDITURES - YTD	2,964,669.67	
	BALANCE - CURRENT DATE		27,338,883.37

TOWN OF LOCHBUIE  
BALANCE SHEET  
NOVEMBER 30, 2023

WATER FUND

TOTAL FUND EQUITY	<hr/>	27,338,883.37
TOTAL LIABILITIES AND EQUITY		<hr/> <hr/>



TOWN OF LOCHBUIE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2023

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>WATER OPERATIONS</u>					
50-310-1500 WATER SALES	160,106.71	2,252,654.98	2,500,000.00	247,345.02	90.1
50-310-1505 SILVERPEAKS WATER SUPPLY FEE	1,000.00	36,893.00	.00	( 36,893.00)	.0
50-310-1506 WATER SUPPLY FEE - LOCH STN	.00	34,000.00	32,500.00	( 1,500.00)	104.6
50-310-1507 WATER SUPPLY FEE - BL	.00	200,000.00	.00	( 200,000.00)	.0
50-310-1510 DELINQUENT NOTICE FEE	4,815.00	41,394.00	42,000.00	606.00	98.6
50-310-1651 NEW WATER METERS	1,500.00	36,250.00	31,250.00	( 5,000.00)	116.0
50-310-1652 CONSTRUCTION WATER PERMIT FEES	1,035.94	24,645.14	18,950.00	( 5,695.14)	130.1
50-310-1653 METER RENTAL	186.00	2,871.00	1,500.00	( 1,371.00)	191.4
<b>TOTAL WATER OPERATIONS</b>	<b>168,643.65</b>	<b>2,628,708.12</b>	<b>2,626,200.00</b>	<b>( 2,508.12)</b>	<b>100.1</b>
<u>INTERGOVERNMENTAL</u>					
50-335-0084 BOND / LOAN PROCEEDS	.00	.00	5,000,000.00	5,000,000.00	.0
<b>TOTAL INTERGOVERNMENTAL</b>	<b>.00</b>	<b>.00</b>	<b>5,000,000.00</b>	<b>5,000,000.00</b>	<b>.0</b>
<u>FEES</u>					
50-350-1511 WATER RESOURCE FEE - BL	.00	443,762.87	.00	( 443,762.87)	.0
50-350-1520 WATER PIFS	53,814.00	1,299,415.00	1,121,125.00	( 178,290.00)	115.9
50-350-1652 CONST. WATER HYD. METER FEES	2,969.70	109,055.72	20,000.00	( 89,055.72)	545.3
50-350-1804 ADMINSTRATIVE SERVICES FEE	445.45	4,077.85	2,500.00	( 1,577.85)	163.1
50-350-1812 ACCOUNT SETUP/TRANSFER FEE	375.00	3,998.00	4,000.00	2.00	100.0
50-350-1820 DISCONNECT/RECONNECT FEES	1,880.00	17,160.00	30,000.00	12,840.00	57.2
50-350-1921 WATER TAP FEES	270.00	6,525.00	5,625.00	( 900.00)	116.0
<b>TOTAL FEES</b>	<b>59,754.15</b>	<b>1,883,994.44</b>	<b>1,183,250.00</b>	<b>( 700,744.44)</b>	<b>159.2</b>
<u>OTHER</u>					
50-370-1850 INTEREST EARNED	50,060.76	555,019.21	324,000.00	( 231,019.21)	171.3
50-370-1854 UNREALIZED GAIN/LOSS ON INVEST	18,563.02	34,533.57	.00	( 34,533.57)	.0
50-370-1990 OTHER REVENUE	488.01	5,208.01	1,200.00	( 4,008.01)	434.0
<b>TOTAL OTHER</b>	<b>69,111.79</b>	<b>594,760.79</b>	<b>325,200.00</b>	<b>( 269,560.79)</b>	<b>182.9</b>
<b>TOTAL FUND REVENUE</b>	<b>297,509.59</b>	<b>5,107,463.35</b>	<b>9,134,650.00</b>	<b>4,027,186.65</b>	<b>55.9</b>

TOWN OF LOCHBUIE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2023

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS</u>					
50-410-3010	10,075.14	111,228.90	125,103.00	13,874.10	88.9
50-410-3011	265.71	4,699.73	3,150.00	( 1,549.73)	149.2
50-410-3013	170.57	1,911.38	2,116.00	204.62	90.3
50-410-3065	1,418.47	17,000.94	18,930.00	1,929.06	89.8
50-410-3080	.00	1,735.93	1,900.00	164.07	91.4
50-410-3081	1,924.38	20,761.11	23,819.00	3,057.89	87.2
50-410-3083	124.60	1,324.04	1,638.00	313.96	80.8
50-410-3090	.00	2,371.32	1,500.00	( 871.32)	158.1
50-410-4020	29,325.74	178,276.57	385,160.00	206,883.43	46.3
50-410-4120	.00	.00	25,000.00	25,000.00	.0
50-410-4140	.00	.00	10,000.00	10,000.00	.0
50-410-4260	663.60	15,919.95	24,000.00	8,080.05	66.3
50-410-4291	12,673.78	142,934.67	200,700.00	57,765.33	71.2
50-410-4476	.00	7,587.00	7,587.00	.00	100.0
50-410-4500	.00	32,662.94	100,000.00	67,337.06	32.7
50-410-5410	7,422.00	122,973.15	160,000.00	37,026.85	76.9
50-410-5411	.00	17,997.29	30,000.00	12,002.71	60.0
50-410-5420	.00	63.15	1,000.00	936.85	6.3
50-410-5450	169.74	1,850.72	2,000.00	149.28	92.5
50-410-5500	.00	390.83	1,000.00	609.17	39.1
50-410-6100	12,620.88	73,464.55	90,000.00	16,535.45	81.6
50-410-6105	50.48	2,023.61	7,000.00	4,976.39	28.9
50-410-6115	2,699.26	72,929.24	140,000.00	67,070.76	52.1
50-410-6200	.00	1,413.00	1,500.00	87.00	94.2
50-410-6300	.00	73,719.83	130,000.00	56,280.17	56.7
50-410-6500	.00	45,558.63	95,000.00	49,441.37	48.0
50-410-6501	1,842.21	5,225.99	7,000.00	1,774.01	74.7
50-410-6570	.00	.00	5,000.00	5,000.00	.0
50-410-7300	.00	120,960.84	175,000.00	54,039.16	69.1
50-410-7400	.00	4,507.94	300,000.00	295,492.06	1.5
50-410-7410	.00	.00	300,000.00	300,000.00	.0
50-410-8880	54.21	605.21	2,000.00	1,394.79	30.3
50-410-9500	.00	.00	2,095,000.00	2,095,000.00	.0
50-410-9560	.00	55,857.70	153,000.00	97,142.30	36.5
50-410-9595	1,270.83	124,103.63	3,922,500.00	3,798,396.37	3.2
50-410-9596	.00	16,283.15	882,000.00	865,716.85	1.9
50-410-9597	.00	.00	1,100,000.00	1,100,000.00	.0
<b>TOTAL OPERATIONS</b>	<b>82,771.60</b>	<b>1,278,342.94</b>	<b>10,529,603.00</b>	<b>9,251,260.06</b>	<b>12.1</b>

TOWN OF LOCHBUIE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2023

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
50-423-3010	23,181.69	215,783.30	236,258.00	20,474.70	91.3
50-423-3011	15.42	104.22	525.00	420.78	19.9
50-423-3013	375.13	3,505.92	3,907.00	401.08	89.7
50-423-3065	3,262.44	31,853.95	35,055.00	3,201.05	90.9
50-423-3080	.00	172.68	189.00	16.32	91.4
50-423-3081	2,384.76	26,974.15	32,820.00	5,845.85	82.2
50-423-3083	242.50	2,289.00	3,231.00	942.00	70.8
50-423-3090	225.13	2,823.29	5,000.00	2,176.71	56.5
50-423-4020	3,713.18	46,320.43	70,833.00	24,512.57	65.4
50-423-4050	14,614.49	43,052.02	54,633.00	11,580.98	78.8
50-423-4100	.00	5,666.67	15,000.00	9,333.33	37.8
50-423-4120	12,819.28	151,252.07	150,000.00	( 1,252.07)	100.8
50-423-4140	14,710.00	80,984.38	110,000.00	29,015.62	73.6
50-423-4380	373.33	4,106.63	5,000.00	893.37	82.1
50-423-4460	172.67	6,248.42	10,000.00	3,751.58	62.5
50-423-4470	63.71	1,273.96	1,600.00	326.04	79.6
50-423-5010	.00	40,976.82	45,000.00	4,023.18	91.1
50-423-5300	.00	500.00	1,500.00	1,000.00	33.3
50-423-5410	410.80	4,440.22	6,500.00	2,059.78	68.3
50-423-5420	7.50	106.66	500.00	393.34	21.3
50-423-5450	368.83	4,042.99	4,800.00	757.01	84.2
50-423-5700	.00	483.75	540.00	56.25	89.6
50-423-5710	.00	536.63	702.00	165.37	76.4
50-423-5800	.00	68.90	250.00	181.10	27.6
50-423-6100	134.17	1,791.17	2,500.00	708.83	71.7
50-423-7100	27.98	2,977.04	6,650.00	3,672.96	44.8
50-423-7220	.00	250.00	250.00	.00	100.0
50-423-7221	1,510.58	15,584.43	19,200.00	3,615.57	81.2
50-423-8880	145.82	827.60	2,500.00	1,672.40	33.1
50-423-9400	.00	5,197.18	40,000.00	34,802.82	13.0
TOTAL ADMINISTRATION	78,759.41	700,194.48	864,943.00	164,748.52	81.0
<u>DEBT SERVICE</u>					
50-430-8970	135,000.00	135,000.00	135,000.00	.00	100.0
50-430-8977	14,628.13	29,256.26	29,256.00	( .26)	100.0
TOTAL DEBT SERVICE	149,628.13	164,256.26	164,256.00	( .26)	100.0
TOTAL FUND EXPENDITURES	311,159.14	2,142,793.68	11,558,802.00	9,416,008.32	18.5
NET REVENUE OVER EXPENDITURES	( 13,649.55)	2,964,669.67	( 2,424,152.00)	( 5,388,821.67)	122.3

TOWN OF LOCHBUIE  
BALANCE SHEET  
NOVEMBER 30, 2023

SEWER FUND

ASSETS

55-1000010	CASH IN COMBINED FUND	16,281,093.45	
55-1000060	A/R - CUSTOMERS	110,096.85	
55-1000105	MACHINERY & EQUIPMENT	283,384.35	
55-1000110	VEHICLES	21,370.67	
55-1000120	LAND	263,687.53	
55-1000125	PLANT	15,683,664.34	
55-1000130	BUILDINGS	1,057,729.49	
55-1000140	SOFTWARE	56,438.66	
55-1000145	MECHANICAL WASTE WATER PLANT	1,174,408.43	
55-1000147	STORM DRAINAGE	786,291.80	
55-1000160	ACCUM DEPR PLANT	( 7,081,301.70)	
55-1000998	DEF OUTFLOW - OPEB	8,458.00	
55-1000999	DEFERRED OUTFLOW OF RESOURCES	59,429.00	
	TOTAL ASSETS		28,704,750.87

LIABILITIES AND EQUITY

LIABILITIES

55-2000203	ACCOUNTS PAYABLE	69,768.42	
55-2000206	WAGES PAYABLE	5,788.27	
55-2000239	COMPENSATED ABSENCE	13,458.27	
55-2000346	NET OPEB LIABILITY	19,028.00	
55-2000347	DEF INFLOWS - OPEB	6,722.00	
55-2000348	NET PENSION LIABILITY	( 24,337.00)	
55-2000349	DEFERRED INFLOWS OF RESOURCES	210,929.00	
	TOTAL LIABILITIES		301,356.96

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
55-2000801	CURRENT FUND BALANCE	21,549,760.43	
55-2000810	CONTRIBUTED CAP DEVELOPERS	1,783,328.00	
55-2000820	CONTRIB CAP - ST & FED GRANTS	839,321.55	
55-2000875	RETAINED EARNINGS	( 226,704.00)	
55-2000881	CONTRIBUTED TAP FEES	1,739,223.00	
	REVENUE OVER EXPENDITURES - YTD	2,718,464.93	
	BALANCE - CURRENT DATE	28,403,393.91	
	TOTAL FUND EQUITY		28,403,393.91
	TOTAL LIABILITIES AND EQUITY		28,704,750.87

TOWN OF LOCHBUIE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2023

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SEWER OPERATIONS</u>					
55-310-1500 LOCHBUIE SEWER SERVICE CHARGES	97,098.93	1,042,054.23	1,078,000.00	35,945.77	96.7
TOTAL SEWER OPERATIONS	97,098.93	1,042,054.23	1,078,000.00	35,945.77	96.7
<u>FEEES</u>					
55-350-1510 DELINQUENT NOTICE	2,247.00	19,324.20	18,500.00	( 824.20)	104.5
55-350-1522 SEWER COLLECTION PIF	23,400.00	562,778.00	487,500.00	( 75,278.00)	115.4
55-350-1524 SEWER TREATMENT PIF	28,980.00	1,193,179.00	1,328,250.00	135,071.00	89.8
55-350-1525 SEWER FACILITIES SURCHARGE	600.00	7,700.00	6,000.00	( 1,700.00)	128.3
55-350-1812 ACCOUNT SETUP/TRANSFER FEE	175.00	1,876.00	1,800.00	( 76.00)	104.2
55-350-1901 CITY OF BRIGHTON FLOWS	.00	802,513.32	1,000,000.00	197,486.68	80.3
55-350-1920 LOCHBUIE SEWER TAP FEES	528.00	12,760.00	11,000.00	( 1,760.00)	116.0
TOTAL FEES	55,930.00	2,600,130.52	2,853,050.00	252,919.48	91.1
<u>OTHER REVENUES</u>					
55-370-1850 INTEREST EARNED	40,804.60	440,267.71	252,000.00	( 188,267.71)	174.7
55-370-1854 UNREALIZED GAIN/LOSS ON INVEST	15,130.75	28,041.92	.00	( 28,041.92)	.0
55-370-1990 OTHER REVENUE	63.00	1,612.75	1,000.00	( 612.75)	161.3
TOTAL OTHER REVENUES	55,998.35	469,922.38	253,000.00	( 216,922.38)	185.7
TOTAL FUND REVENUE	209,027.28	4,112,107.13	4,184,050.00	71,942.87	98.3

TOWN OF LOCHBUIE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2023

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS</u>					
55-410-4020 OTHER FEES - PROF & TECH SRVCS	105.78	12,252.27	22,300.00	10,047.73	54.9
55-410-4100 AUDITING/RATE STUDY FEES	.00	3,372.50	.00	( 3,372.50)	.0
55-410-4120 ENGINEERING FEES	.00	.00	25,000.00	25,000.00	.0
55-410-4140 LEGAL & PROSECUTING ATTY FEES	.00	.00	10,000.00	10,000.00	.0
55-410-4260 LABORATORY FEES	2,938.51	14,159.27	30,000.00	15,840.73	47.2
55-410-4291 OPERATOR IN CHARGE	12,589.27	142,692.69	200,700.00	58,007.31	71.1
55-410-4476 LEASES - EQUIPMENT	.00	.00	4,800.00	4,800.00	.0
55-410-5410 ELECTRIC/GAS UTILITIES	13,970.37	177,999.89	180,000.00	2,000.11	98.9
55-410-5420 TRASH FEES	65.00	1,176.50	1,600.00	423.50	73.5
55-410-5450 TELEPHONE SERVICE	109.28	2,761.65	3,000.00	238.35	92.1
55-410-6100 GENERAL SUPPLIES	.00	5,291.20	10,000.00	4,708.80	52.9
55-410-6105 LAB SUPPLIES	221.24	5,567.85	8,000.00	2,432.15	69.6
55-410-6115 EQUIPMENT	2,699.25	5,671.00	35,000.00	29,329.00	16.2
55-410-6200 FUEL & OIL	.00	1,417.25	1,500.00	82.75	94.5
55-410-6300 CHEMICALS	4,298.00	66,896.03	175,000.00	108,103.97	38.2
55-410-6420 SLUDGE HAULING	12,536.00	166,185.79	175,000.00	8,814.21	95.0
55-410-6430 GREASE HAULING	.00	10,562.50	25,000.00	14,437.50	42.3
55-410-6440 UV SYSTEM	.00	.00	23,000.00	23,000.00	.0
55-410-6500 REPAIRS AND MAINTENANCE	3,442.38	95,543.97	127,000.00	31,456.03	75.2
55-410-6501 R&M - FLEET	.00	232.30	1,000.00	767.70	23.2
55-410-7410 CONTINGENCY RESERVE	.00	.00	350,000.00	350,000.00	.0
55-410-9400 CAPITAL OUTLAY / CONTINGENCY	.00	103,176.72	84,000.00	( 19,176.72)	122.8
55-410-9520 CIP-CONSTRUCTION-PLANT EXPANSI	31,383.75	47,042.50	1,500,000.00	1,452,957.50	3.1
<b>TOTAL OPERATIONS</b>	<b>84,358.83</b>	<b>862,001.88</b>	<b>2,991,900.00</b>	<b>2,129,898.12</b>	<b>28.8</b>
<u>COLLECTIONS</u>					
55-420-3010 REGULAR SALARIES	7,196.56	79,450.96	89,360.00	9,909.04	88.9
55-420-3011 OVERTIME PAY	189.80	3,356.97	2,250.00	( 1,106.97)	149.2
55-420-3013 PAYROLL TAXES	121.80	1,365.53	1,512.00	146.47	90.3
55-420-3065 PERA CONTRIBUTION	1,013.23	12,144.13	13,522.00	1,377.87	89.8
55-420-3080 WORKERS COMP	.00	1,239.84	1,357.00	117.16	91.4
55-420-3081 INSURANCE / 457 CONTRIBUTIONS	1,374.59	14,829.96	17,014.00	2,184.04	87.2
55-420-3083 PLAN 457 MATCH	89.00	945.76	1,170.00	224.24	80.8
55-420-3090 TRAINING	.00	349.93	1,500.00	1,150.07	23.3
55-420-4500 R&M SVC'S LINES	.00	38,610.14	546,000.00	507,389.86	7.1
<b>TOTAL COLLECTIONS</b>	<b>9,984.98</b>	<b>152,293.22</b>	<b>673,685.00</b>	<b>521,391.78</b>	<b>22.6</b>

TOWN OF LOCHBUIE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2023

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
55-423-3010	15,825.35	147,906.68	161,874.00	13,967.32	91.4
55-423-3011	10.28	86.40	400.00	313.60	21.6
55-423-3013	256.07	2,403.77	2,678.00	274.23	89.8
55-423-3065	2,224.61	21,831.50	24,015.00	2,183.50	90.9
55-423-3080	.00	117.83	129.00	11.17	91.3
55-423-3081	1,684.20	19,019.23	23,007.00	3,987.77	82.7
55-423-3083	165.00	1,566.00	2,197.00	631.00	71.3
55-423-3090	225.13	2,723.38	5,000.00	2,276.62	54.5
55-423-4020	3,713.18	45,855.29	70,833.00	24,977.71	64.7
55-423-4050	14,614.48	42,813.66	54,633.00	11,819.34	78.4
55-423-4100	.00	5,666.67	8,000.00	2,333.33	70.8
55-423-4140	520.00	8,070.35	10,000.00	1,929.65	80.7
55-423-4380	373.34	4,106.72	5,000.00	893.28	82.1
55-423-4460	172.66	6,248.34	10,000.00	3,751.66	62.5
55-423-4470	63.71	1,274.00	1,600.00	326.00	79.6
55-423-5010	.00	40,940.37	45,000.00	4,059.63	91.0
55-423-5300	.00	500.00	1,500.00	1,000.00	33.3
55-423-5410	410.79	4,440.20	6,500.00	2,059.80	68.3
55-423-5420	7.50	106.68	500.00	393.32	21.3
55-423-5450	368.82	4,042.90	4,800.00	757.10	84.2
55-423-5700	.00	322.50	360.00	37.50	89.6
55-423-5710	.00	357.75	468.00	110.25	76.4
55-423-5800	.00	17.16	250.00	232.84	6.9
55-423-6100	134.16	1,791.06	2,000.00	208.94	89.6
55-423-7100	27.98	5,677.07	9,750.00	4,072.93	58.2
55-423-7221	1,034.25	10,803.98	12,300.00	1,496.02	87.8
55-423-8880	145.82	657.61	2,500.00	1,842.39	26.3
TOTAL ADMINISTRATION	41,977.33	379,347.10	465,294.00	85,946.90	81.5
TOTAL FUND EXPENDITURES	136,321.14	1,393,642.20	4,130,879.00	2,737,236.80	33.7
NET REVENUE OVER EXPENDITURES	72,706.14	2,718,464.93	53,171.00	( 2,665,293.93)	5112.7

Report Criteria:  
Aging by Date  
Aged using Payment Date

Customer Number	Name	Balance	Future	Current	Over 30	Over 60	Over 90	Over 120	Over 150
103	Blumenthal/Silver Peaks	2,943.00	-	-	-	-	-	-	2,943.00
106	Flywheel Holding/Eppinger	6,879.62-	-	-	-	-	-	-	6,879.62-
107	Lochbuie Land 1 LLC - Mark B	23,405.39	1,768.13	-	603.75	241.50	461.73	-	20,330.28
108	Walton Silver Peaks	6,021.72	-	6,021.72	-	-	-	-	-
111	Silver Peaks Area 4 Block 20	34,191.09	-	20,171.48	13,851.75	167.86	-	-	-
112	UNITED WATER - AUGMENTA	70,470.25-	-	-	-	-	-	-	70,470.25-
118	VIEW HOMES	7,072.46-	-	-	-	-	-	-	7,072.46-
120	LOB - Lease Deposit	118,614.00-	-	-	-	-	-	-	118,614.00-
121	LOB - Water Right Deposit	89,118.00-	-	-	-	-	-	-	89,118.00-
122	LOB - Adjudication Deposit	42,248.26	4,810.90	324.50	4,354.05	14,299.80	3,970.75	2,283.95	12,204.31
125	QuikTrip	5,443.81	845.25	4,598.56	-	-	-	-	-
127	SPL COMMERCIAL LLC	697.48	-	156.98	540.50	-	-	-	-
130	JP Custom Homes Inc.	471.50	-	-	-	-	-	-	471.50
132	Melody Homes	3,732.88-	-	-	-	-	-	-	3,732.88-
134	Crown Castle USA Inc.	4,237.55-	-	-	-	-	-	-	4,237.55-
135	Driven Brands, Inc.	3,078.54-	-	-	-	-	-	-	3,078.54-
137	Lochbuie Center	102.57-	-	-	-	-	-	-	102.57-
138	Kings Co, LLC	5,632.03	335.80	1,138.50	2,315.24	560.63	419.75	213.33	648.78
139	Drake Real Estate Services	1,970.55-	-	-	-	-	-	1,970.55-	-
140	SP PA 4 Block 20 - Replat	1,703.10	1,703.10	-	-	-	-	-	-
141	Silver Peaks Filing #3 Replat	8,548.41-	-	8,548.41-	-	-	-	-	-
142	Technology Associates EC Inc.	155.25	155.25	-	-	-	-	-	-
Grand Totals:		190,912.20-	9,618.43	23,863.33	21,665.29	15,269.79	4,852.23	526.73	266,708.00-



TOWN OF LOCHBUIE  
 COMBINED CASH INVESTMENT  
 DECEMBER 31, 2023

COMBINED CASH ACCOUNTS

01-1000015	CHASE-OPERATING ACCOUNT	1,736,659.03
01-1000016	CSIP	8,203,492.05
01-1000017	CSAFE	8,220,346.58
01-1000020	CASH ON HAND	600.00
01-1000021	CASH - PETTY CASH	350.00
01-1000031	CHASE-SEWER TREATMENT PIFS	1,090,688.02
01-1000057	COLOTRUST - POOLED FUNDS	8,821,445.02
01-1000058	CHASE-CD-SEWER TREATMENT PIF	6,725,171.22
01-1000059	CHASE-CD-ARPA FUNDS	1,837,181.46
01-1000060	CHASE - SCHOOL CONTRIBUTION	416,905.77
01-1000061	CHASE - SILVERPEAKS SUPPLY	855,376.28
01-1000062	CHASE - INTERSTATE EXCHANGE	450,003.09
01-1000063	CHASE - AMERICAN RESCUE PLAN	40.67
01-1000070	DEPOSITS	1,320.00
01-1000071	JPMC FEDERAL HOME LOAN-2/2025	1,505,505.23
01-1000072	JPMC FEDERAL FARM CR-7/2025	1,509,180.14
01-1000073	JPMC T BILL - 8/24	2,913,675.21
01-1000074	JPMC T BILL - 2/24	1,987,188.66
01-1000752	XBP EFT CLEARING	36,160.77
	TOTAL COMBINED CASH	46,311,289.20
01-1000010	CASH ALLOCATED TO OTHER FUNDS	( 46,311,289.20)
	TOTAL UNALLOCATED CASH	<u>.00</u>

CASH ALLOCATION RECONCILIATION

10	ALLOCATION TO GENERAL FUND	9,152,960.21
20	ALLOCATION TO CONSERVATION TRUST FUND	337,717.95
50	ALLOCATION TO WATER FUND	20,126,554.91
55	ALLOCATION TO SEWER FUND	16,694,056.13
	TOTAL ALLOCATIONS TO OTHER FUNDS	46,311,289.20
	ALLOCATION FROM COMBINED CASH FUND - 01-1000010	( 46,311,289.20)
	ZERO PROOF IF ALLOCATIONS BALANCE	<u>.00</u>

TOWN OF LOCHBUIE  
BALANCE SHEET  
DECEMBER 31, 2023

GENERAL FUND

ASSETS

10-1000010	CASH IN COMBINED FUND	9,152,960.21	
10-1000057	VEHICLE ESCROW-159950.1-'24 DT	390,025.69	
10-1000058	VEHICLE ESCROW - 158139.1 F600	5,100.15	
10-1000060	A/R - CUSTOMERS	5,143.80	
10-1000069	CASH WITH COUNTY TREASURER	40,630.39	
10-1000070	PROPERTY TAX RECEIVABLE	560,101.00	
10-1000088	A/R DEVELOPERS	( 165,707.82)	
10-1000091	DUE FROM OTHER GOVTS	186,917.55	
	TOTAL ASSETS		10,175,170.97

LIABILITIES AND EQUITY

LIABILITIES

10-2000204	UNCLAIMED PROPERTY	1,810.22	
10-2000206	ACCRUED WAGES PAYABLE	28,114.73	
10-2000234	PUBLIC SAFETY SURCHARGE	22,800.00	
10-2000238	SCHOOL CONTRIBUTION FEE	12,120.00	
10-2000241	DEFERRED REVENUE- PROPERTY TAX	560,101.00	
10-2000390	SILVER PEAKS DEVEL SURCHG	5,984.66	
	TOTAL LIABILITIES		630,930.61

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
10-2000801	CURRENT FUND BALANCE	7,982,557.96	
	REVENUE OVER EXPENDITURES - YTD	1,561,682.40	
	BALANCE - CURRENT DATE	9,544,240.36	
	TOTAL FUND EQUITY		9,544,240.36
	TOTAL LIABILITIES AND EQUITY		10,175,170.97

TOWN OF LOCHBUIE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAX</u>					
10-320-1600	.00	561,560.10	560,101.00	( 1,459.10)	100.3
10-320-1605	1,763.92	24,317.52	45,000.00	20,682.48	54.0
10-320-1610	.00	1,820,154.67	1,400,000.00	( 420,154.67)	130.0
10-320-1615	36,909.93	553,701.57	450,000.00	( 103,701.57)	123.0
10-320-1620	40,591.87	527,693.45	368,000.00	( 159,693.45)	143.4
10-320-1621	.00	350.00	750.00	400.00	46.7
10-320-1622	.00	38,593.67	36,500.00	( 2,093.67)	105.7
<b>TOTAL TAX</b>	<b>79,265.72</b>	<b>3,526,370.98</b>	<b>2,860,351.00</b>	<b>( 666,019.98)</b>	<b>123.3</b>
<u>FRANCHISES</u>					
10-325-1625	8,303.16	104,758.01	112,000.00	7,241.99	93.5
10-325-1635	.00	35,453.20	50,000.00	14,546.80	70.9
10-325-1640	2,429.52	44,872.89	53,000.00	8,127.11	84.7
10-325-1925	.00	1,200.00	1,200.00	.00	100.0
<b>TOTAL FRANCHISES</b>	<b>10,732.68</b>	<b>186,284.10</b>	<b>216,200.00</b>	<b>29,915.90</b>	<b>86.2</b>
<u>LICENSE &amp; PERMIT</u>					
10-330-1700	2,475.00	9,923.75	16,000.00	6,076.25	62.0
10-330-1701	.00	401.25	1,508.00	1,106.75	26.6
10-330-1702	637.50	46,380.34	75,000.00	28,619.66	61.8
10-330-1705	38,367.09	502,211.92	385,500.00	( 116,711.92)	130.3
10-330-1714	.00	865.00	500.00	( 365.00)	173.0
10-330-1715	20.00	530.00	500.00	( 30.00)	106.0
<b>TOTAL LICENSE &amp; PERMIT</b>	<b>41,499.59</b>	<b>560,312.26</b>	<b>479,008.00</b>	<b>( 81,304.26)</b>	<b>117.0</b>
<u>INTERGOVERNMENTAL</u>					
10-335-1725	19,064.69	230,685.52	222,508.00	( 8,177.52)	103.7
10-335-1730	.00	3,428.38	2,500.00	( 928.38)	137.1
10-335-1740	1,956.54	26,709.79	29,000.00	2,290.21	92.1
<b>TOTAL INTERGOVERNMENTAL</b>	<b>21,021.23</b>	<b>260,823.69</b>	<b>254,008.00</b>	<b>( 6,815.69)</b>	<b>102.7</b>

TOWN OF LOCHBUIE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>GRANTS</u>					
10-340-1250 POST TRAINING REIMBURSEMENTS	149.00	1,169.00	4,000.00	2,831.00	29.2
10-340-1301 DOLA - COMP PLAN GRANT	.00	18,458.83	100,000.00	81,541.17	18.5
10-340-1302 DOLA - CR 4 BRIDGE REPAIR	.00	.00	500,000.00	500,000.00	.0
10-340-1729 CDOT - GREENWAY TRAILS	.00	17,323.79	350,000.00	332,676.21	5.0
10-340-1730 CDOT - 1-76 SIGNALIZATION	.00	.00	500,000.00	500,000.00	.0
10-340-1731 PARK IMPROVEMENT GRANT	.00	.00	12,500.00	12,500.00	.0
<b>TOTAL GRANTS</b>	<b>149.00</b>	<b>36,951.62</b>	<b>1,466,500.00</b>	<b>1,429,548.38</b>	<b>2.5</b>
<u>FEEES</u>					
10-350-1804 ADMINISTRATION SERVICES	8,508.27	72,633.53	53,800.00	( 18,833.53)	135.0
10-350-1806 PLAN REVIEW FEE	5,302.42	44,802.52	24,500.00	( 20,302.52)	182.9
10-350-1808 COURT BOND FEE	( 250.00)	375.00	150.00	( 225.00)	250.0
10-350-1809 LAND USE APPLICATION	475.00	4,589.72	.00	( 4,589.72)	.0
10-350-1810 COPY FEES	30.00	592.50	600.00	7.50	98.8
10-350-1812 BAG FEE	.00	1,688.46	.00	( 1,688.46)	.0
10-350-1817 INFRASTRUCTURE FEE	4,883.76	63,594.06	51,104.00	( 12,490.06)	124.4
10-350-1818 INTERSTATE EXCHANGE	3,907.08	50,876.13	49,050.00	( 1,826.13)	103.7
10-350-1819 PUBLIC SAFETY FEE	780.00	10,205.00	8,125.00	( 2,080.00)	125.6
<b>TOTAL FEES</b>	<b>23,636.53</b>	<b>249,356.92</b>	<b>187,329.00</b>	<b>( 62,027.92)</b>	<b>133.1</b>
<u>FINES &amp; FORFEITS</u>					
10-360-1825 FINES - GENERAL	1,340.00	57,620.66	55,800.00	( 1,820.66)	103.3
10-360-1831 VIN INSPECTION FEES	15.00	725.00	1,250.00	525.00	58.0
10-360-1832 COURT FEES	370.00	15,820.00	12,000.00	( 3,820.00)	131.8
10-360-1885 CASH BOND	( 500.00)	1,000.00	1,800.00	800.00	55.6
10-360-1886 SEX OFFENDER REGISTRY FEE	125.00	1,350.00	2,000.00	650.00	67.5
10-360-1994 VEHICLE IMPOUNDS	315.00	2,920.00	2,500.00	( 420.00)	116.8
<b>TOTAL FINES &amp; FORFEITS</b>	<b>1,665.00</b>	<b>79,435.66</b>	<b>75,350.00</b>	<b>( 4,085.66)</b>	<b>105.4</b>
<u>TRASH SERVICE REVENUE</u>					
10-365-1510 DELINQUENT NOTICE	712.80	8,994.60	8,500.00	( 494.60)	105.8
10-365-1812 ACCOUNT SETUP/TRANSFER FEE	45.00	846.00	800.00	( 46.00)	105.8
10-365-1990 OTHER REVENUE	.00	354.00	300.00	( 54.00)	118.0
10-365-2000 TRASH SERVICE	45,983.95	531,474.53	536,000.00	4,525.47	99.2
<b>TOTAL TRASH SERVICE REVENUE</b>	<b>46,741.75</b>	<b>541,669.13</b>	<b>545,600.00</b>	<b>3,930.87</b>	<b>99.3</b>

TOWN OF LOCHBUIE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>OTHER</u>					
10-370-1850 INTEREST EARNED	30,775.88	305,205.76	156,000.00	( 149,205.76)	195.6
10-370-1852 DEVELOPER REIMBURSEMENTS	100,547.12	364,880.63	300,000.00	( 64,880.63)	121.6
10-370-1854 UNREALIZED GAIN/LOSS ON INVEST	8,292.58	24,312.59	.00	( 24,312.59)	.0
10-370-1855 T MOBILE RENTAL	2,256.92	27,083.04	29,578.00	2,494.96	91.6
10-370-1856 VERIZON WIRELESS LEASE	993.67	11,885.08	11,885.00	( .08)	100.0
10-370-1870 PROCEEDS ON SALE OF ASSETS	.00	17,760.00	.00	( 17,760.00)	.0
10-370-1930 INSURANCE PROCEEDS	.00	14,352.27	.00	( 14,352.27)	.0
10-370-1955 OIL & GAS ROYALTIES	1,898.15	20,002.39	25,000.00	4,997.61	80.0
10-370-1956 MINERAL LEASE	.00	60,045.39	40,000.00	( 20,045.39)	150.1
10-370-1957 SEVERANCE TAX	.00	250,742.58	150,000.00	( 100,742.58)	167.2
10-370-1962 EVENTS & FESTIVALS	.00	27,269.00	7,000.00	( 20,269.00)	389.6
10-370-1990 OTHER REVENUE	.00	20,964.04	22,000.00	1,035.96	95.3
10-370-1991 UNITED POWER CAPITAL CREDITS	.00	2,854.00	3,000.00	146.00	95.1
10-370-1998 LEASE PROCEEDS	.00	379,045.00	.00	( 379,045.00)	.0
<b>TOTAL OTHER</b>	<b>144,764.32</b>	<b>1,526,401.77</b>	<b>744,463.00</b>	<b>( 781,938.77)</b>	<b>205.0</b>
<b>TOTAL FUND REVENUE</b>	<b>369,475.82</b>	<b>6,967,606.13</b>	<b>6,828,809.00</b>	<b>( 138,797.13)</b>	<b>102.0</b>

TOWN OF LOCHBUIE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEGISLATIVE</u>					
10-421-3010 REGULAR SALARIES	4,353.80	58,411.13	53,541.00	( 4,870.13)	109.1
10-421-3013 PAYROLL TAXES	68.60	927.72	847.00	( 80.72)	109.5
10-421-3065 PERA CONTRIBUTION	653.47	8,665.08	7,994.00	( 671.08)	108.4
10-421-3080 WORKERS COMP	.00	55.75	61.00	5.25	91.4
10-421-3081 INSURANCE / 457 CONTRIBUTIONS	504.66	3,691.21	3,505.00	( 186.21)	105.3
10-421-3083 457 PLAN MATCH	36.00	337.50	468.00	130.50	72.1
10-421-3090 TRAINING	.00	2,499.24	11,000.00	8,500.76	22.7
10-421-4020 OTHER FEES & PROF SERVICES	.00	1,496.88	8,500.00	7,003.12	17.6
10-421-5700 VEHICLE ALLOWANCE	45.00	286.89	270.00	( 16.89)	106.3
10-421-5710 PHONE ALLOWANCE	28.50	164.81	207.00	42.19	79.6
10-421-6100 GENERAL SUPPLIES	43.15	139.72	500.00	360.28	27.9
10-421-6200 SPECIAL EVENTS	176.14	43,420.22	41,000.00	( 2,420.22)	105.9
10-421-7100 DUES & SUBSCRIPTIONS	.00	15,768.00	15,968.00	200.00	98.8
10-421-7150 ELECTIONS	100.00	6,341.50	10,000.00	3,658.50	63.4
10-421-7250 RECORDING / PUBLISHING FEES	29.96	350.36	1,000.00	649.64	35.0
10-421-8880 OTHER EXPENSE	34.37	1,178.09	3,500.00	2,321.91	33.7
<b>TOTAL LEGISLATIVE</b>	<b>6,073.65</b>	<b>143,734.10</b>	<b>158,361.00</b>	<b>14,626.90</b>	<b>90.8</b>
<u>JUDICIAL</u>					
10-422-3010 REGULAR SALARIES	2,118.00	21,783.54	26,943.00	5,159.46	80.9
10-422-3011 OVERTIME PAY	.00	1.76	275.00	273.24	.6
10-422-3013 PAYROLL TAXES	34.77	357.47	449.00	91.53	79.6
10-422-3065 PERA CONTRIBUTION	401.18	4,250.08	5,057.00	806.92	84.0
10-422-3080 WORKERS COMP	.00	44.73	49.00	4.27	91.3
10-422-3081 INSURANCE / 457 CONTRIBUTIONS	516.45	5,292.80	6,214.00	921.20	85.2
10-422-3083 PLAN 457 MATCH	45.50	511.50	.00	( 511.50)	.0
10-422-3090 TRAINING	.00	510.00	2,000.00	1,490.00	25.5
10-422-4000 JUDGE FEES	600.00	7,200.00	7,200.00	.00	100.0
10-422-4140 LEGAL & PROSECUTING ATTY FEES	600.00	7,200.00	8,200.00	1,000.00	87.8
10-422-4340 INTERPRETER SERVICE	174.43	1,675.99	1,200.00	( 475.99)	139.7
10-422-6100 GENERAL SUPPLIES	.00	429.14	500.00	70.86	85.8
10-422-7100 DUES & SUBSCRIPTIONS	115.00	267.00	100.00	( 167.00)	267.0
<b>TOTAL JUDICIAL</b>	<b>4,605.33</b>	<b>49,524.01</b>	<b>58,187.00</b>	<b>8,662.99</b>	<b>85.1</b>

TOWN OF LOCHBUIE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
10-423-3010	15,335.68	208,712.07	195,785.00	( 12,927.07)	106.6
10-423-3011	.00	92.33	375.00	282.67	24.6
10-423-3013	252.73	3,447.92	3,237.00	( 210.92)	106.5
10-423-3065	2,293.00	30,896.47	29,112.00	( 1,784.47)	106.1
10-423-3080	.00	191.84	210.00	18.16	91.4
10-423-3081	2,511.77	25,369.03	24,849.00	( 520.03)	102.1
10-423-3083	196.50	2,250.00	2,412.00	162.00	93.3
10-423-3090	4.66	2,728.04	5,000.00	2,271.96	54.6
10-423-4020	1,883.99	61,582.68	103,420.00	41,837.32	59.6
10-423-4050	930.09	13,574.40	20,927.00	7,352.60	64.9
10-423-4100	.00	5,666.66	8,000.00	2,333.34	70.8
10-423-4120	.00	.00	10,000.00	10,000.00	.0
10-423-4140	.00	62,273.81	75,000.00	12,726.19	83.0
10-423-4380	373.33	4,479.98	5,000.00	520.02	89.6
10-423-4400	120.35	2,345.10	3,009.00	663.90	77.9
10-423-4460	599.76	13,217.88	11,750.00	( 1,467.88)	112.5
10-423-4470	213.46	1,487.47	1,600.00	112.53	93.0
10-423-5010	.00	13,875.53	15,000.00	1,124.47	92.5
10-423-5300	.00	514.60	2,750.00	2,235.40	18.7
10-423-5410	.00	4,806.03	6,750.00	1,943.97	71.2
10-423-5420	7.50	194.31	800.00	605.69	24.3
10-423-5450	294.30	4,510.98	5,530.00	1,019.02	81.6
10-423-5500	.00	2,083.73	2,000.00	( 83.73)	104.2
10-423-5700	105.00	669.36	630.00	( 39.36)	106.3
10-423-5710	94.50	720.56	963.00	242.44	74.8
10-423-5800	.00	72.41	500.00	427.59	14.5
10-423-5850	156.99	1,892.89	1,800.00	( 92.89)	105.2
10-423-6100	65.92	2,911.14	3,500.00	588.86	83.2
10-423-6115	.00	.00	5,000.00	5,000.00	.0
10-423-7100	211.34	2,913.57	6,000.00	3,086.43	48.6
10-423-7200	.00	5,620.68	5,601.00	( 19.68)	100.4
10-423-7220	.00	591.65	500.00	( 91.65)	118.3
10-423-7221	1,021.65	11,614.30	11,400.00	( 214.30)	101.9
10-423-8880	593.72	2,243.97	3,000.00	756.03	74.8
10-423-9400	.00	23,853.76	200,000.00	176,146.24	11.9
10-423-9401	.00	.00	450,000.00	450,000.00	.0
TOTAL ADMINISTRATION	27,266.24	517,405.15	1,221,410.00	704,004.85	42.4

TOWN OF LOCHBUIE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE</u>					
10-431-3010	82,667.02	1,025,803.08	1,092,898.00	67,094.92	93.9
10-431-3011	3,938.40	51,977.47	24,175.00	( 27,802.47)	215.0
10-431-3013	1,416.42	17,585.71	18,432.00	846.29	95.4
10-431-3060	9,139.15	111,535.05	122,686.00	11,150.95	90.9
10-431-3065	2,531.24	22,292.32	20,936.00	( 1,356.32)	106.5
10-431-3080	.00	16,795.72	18,383.00	1,587.28	91.4
10-431-3081	11,421.06	138,763.19	151,508.00	12,744.81	91.6
10-431-3083	391.50	5,009.50	4,914.00	( 95.50)	101.9
10-431-3090	175.00	8,791.34	10,000.00	1,208.66	87.9
10-431-3091	825.00	6,903.06	8,900.00	1,996.94	77.6
10-431-4020	.00	21,204.00	21,404.00	200.00	99.1
10-431-4021	151.30	65,891.77	68,333.00	2,441.23	96.4
10-431-4022	.00	34,142.77	40,000.00	5,857.23	85.4
10-431-4050	420.93	28,348.54	45,633.00	17,284.46	62.1
10-431-4140	.00	6,950.00	4,500.00	( 2,450.00)	154.4
10-431-4260	.00	765.85	2,400.00	1,634.15	31.9
10-431-4460	310.00	9,631.01	7,250.00	( 2,381.01)	132.8
10-431-4475	.00	47,079.26	47,079.00	( .26)	100.0
10-431-4476	236.89	2,913.15	3,000.00	86.85	97.1
10-431-5010	.00	38,559.68	40,000.00	1,440.32	96.4
10-431-5410	.00	4,440.24	6,000.00	1,559.76	74.0
10-431-5420	7.50	130.66	850.00	719.34	15.4
10-431-5450	.00	12,198.73	13,200.00	1,001.27	92.4
10-431-5500	.00	2,566.70	1,500.00	( 1,066.70)	171.1
10-431-5710	6.00	72.00	.00	( 72.00)	.0
10-431-6100	179.44	8,469.23	5,000.00	( 3,469.23)	169.4
10-431-6115	347.74	7,506.90	15,000.00	7,493.10	50.1
10-431-6116	.00	4,961.36	6,000.00	1,038.64	82.7
10-431-6120	671.62	18,853.43	17,500.00	( 1,353.43)	107.7
10-431-6200	.00	17,826.63	31,200.00	13,373.37	57.1
10-431-6500	684.50	2,105.47	2,000.00	( 105.47)	105.3
10-431-6501	.00	40,222.26	26,400.00	( 13,822.26)	152.4
10-431-7100	60.00	13,234.86	18,000.00	4,765.14	73.5
10-431-8880	.00	776.16	2,500.00	1,723.84	31.1
10-431-9400	.00	56,269.35	45,000.00	( 11,269.35)	125.0
TOTAL POLICE	115,580.71	1,850,576.45	1,942,581.00	92,004.55	95.3



TOWN OF LOCHBUIE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMUNITY DEVELOPMENT</u>					
10-432-3010	10,784.81	100,231.76	120,044.00	19,812.24	83.5
10-432-3011	15.42	41.12	250.00	208.88	16.5
10-432-3013	170.33	1,551.99	1,985.00	433.01	78.2
10-432-3065	1,594.42	14,724.58	17,718.00	2,993.42	83.1
10-432-3080	.00	87.74	96.00	8.26	91.4
10-432-3081	1,224.76	12,354.38	17,839.00	5,484.62	69.3
10-432-3083	151.00	1,243.00	1,963.00	720.00	63.3
10-432-3090	.00	1,480.52	5,000.00	3,519.48	29.6
10-432-4050	1,526.07	10,150.78	10,463.00	312.22	97.0
10-432-4055	.00	.00	35,533.00	35,533.00	.0
10-432-4070	.00	327,125.44	241,500.00	( 85,625.44)	135.5
10-432-4120	.00	14,074.50	20,000.00	5,925.50	70.4
10-432-4140	.00	6,259.50	10,000.00	3,740.50	62.6
10-432-5450	.00	446.52	500.00	53.48	89.3
10-432-5710	2.00	24.00	.00	( 24.00)	.0
10-432-6100	37.00	756.19	500.00	( 256.19)	151.2
10-432-7100	.00	1,434.88	1,400.00	( 34.88)	102.5
10-432-7291	.00	295,808.67	300,000.00	4,191.33	98.6
10-432-8880	1,024.77	1,658.41	1,000.00	( 658.41)	165.8
10-432-9400	.00	6,719.00	8,000.00	1,281.00	84.0
10-432-9401	.00	27,008.20	150,000.00	122,991.80	18.0
	<u>16,530.58</u>	<u>823,181.18</u>	<u>943,791.00</u>	<u>120,609.82</u>	<u>87.2</u>
TOTAL COMMUNITY DEVELOPMENT					

TOWN OF LOCHBUIE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS/STREETS</u>					
10-441-3010	5,889.81	73,152.40	75,482.00	2,329.60	96.9
10-441-3011	40.88	2,726.43	1,800.00	( 926.43)	151.5
10-441-3013	97.89	1,251.76	1,275.00	23.24	98.2
10-441-3065	875.54	11,137.55	11,407.00	269.45	97.6
10-441-3080	.00	994.97	1,089.00	94.03	91.4
10-441-3081	1,122.47	13,518.60	14,184.00	665.40	95.3
10-441-3083	77.20	905.80	1,014.00	108.20	89.3
10-441-3090	.00	2,853.33	5,500.00	2,646.67	51.9
10-441-4050	84.19	4,618.45	6,713.00	2,094.55	68.8
10-441-4120	.00	32,418.47	36,000.00	3,581.53	90.1
10-441-4420	.00	3,575.39	5,000.00	1,424.61	71.5
10-441-4476	.00	18,966.23	28,566.00	9,599.77	66.4
10-441-4480	.00	453,199.94	900,000.00	446,800.06	50.4
10-441-4485	.00	30,690.18	30,000.00	( 690.18)	102.3
10-441-5010	51.01	10,575.07	11,000.00	424.93	96.1
10-441-5410	39.30	5,065.23	7,200.00	2,134.77	70.4
10-441-5420	.00	378.16	1,000.00	621.84	37.8
10-441-5450	.00	1,454.07	1,300.00	( 154.07)	111.9
10-441-5710	2.00	24.00	.00	( 24.00)	.0
10-441-6100	38.98	1,897.88	2,500.00	602.12	75.9
10-441-6115	771.88	6,397.01	11,450.00	5,052.99	55.9
10-441-6120	174.98	1,298.25	1,200.00	( 98.25)	108.2
10-441-6200	.00	12,927.94	12,000.00	( 927.94)	107.7
10-441-6501	.00	18,114.65	24,600.00	6,485.35	73.6
10-441-6570	.00	9,290.31	13,000.00	3,709.69	71.5
10-441-6586	4,645.00	13,935.11	15,000.00	1,064.89	92.9
10-441-7100	.00	382.00	1,000.00	618.00	38.2
10-441-8880	367.90	1,157.96	2,500.00	1,342.04	46.3
10-441-9400	.00	189,338.00	100,000.00	( 89,338.00)	189.3
10-441-9403	.00	60,366.37	1,000,000.00	939,633.63	6.0
10-441-9404	.00	.00	900,000.00	900,000.00	.0
<b>TOTAL PUBLIC WORKS/STREETS</b>	<b>14,279.03</b>	<b>982,611.51</b>	<b>3,221,780.00</b>	<b>2,239,168.49</b>	<b>30.5</b>

TOWN OF LOCHBUIE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS/PARKS</u>					
10-442-3010	5,889.81	73,152.40	75,482.00	2,329.60	96.9
10-442-3011	40.88	2,726.43	1,800.00	( 926.43)	151.5
10-442-3013	97.89	1,251.76	1,275.00	23.24	98.2
10-442-3065	875.54	11,137.55	11,407.00	269.45	97.6
10-442-3080	.00	994.97	1,089.00	94.03	91.4
10-442-3081	1,123.18	13,519.32	14,184.00	664.68	95.3
10-442-3083	77.20	905.80	1,014.00	108.20	89.3
10-442-3090	.00	2,778.18	3,000.00	221.82	92.6
10-442-4050	84.18	4,468.94	6,713.00	2,244.06	66.6
10-442-4420	.00	2,583.39	5,000.00	2,416.61	51.7
10-442-4440	100.00	5,042.61	6,850.00	1,807.39	73.6
10-442-4476	.00	11,379.12	20,979.00	9,599.88	54.2
10-442-4520	7,052.00	21,968.20	15,000.00	( 6,968.20)	146.5
10-442-5010	51.00	6,579.20	7,000.00	420.80	94.0
10-442-5410	.00	5,426.03	7,800.00	2,373.97	69.6
10-442-5420	.00	378.16	1,000.00	621.84	37.8
10-442-5450	.00	1,454.07	1,300.00	( 154.07)	111.9
10-442-5710	2.00	24.00	.00	( 24.00)	.0
10-442-5850	1,321.50	22,146.50	21,825.00	( 321.50)	101.5
10-442-6100	38.97	2,512.35	2,000.00	( 512.35)	125.6
10-442-6115	771.88	5,857.87	2,700.00	( 3,157.87)	217.0
10-442-6120	174.99	1,284.16	1,200.00	( 84.16)	107.0
10-442-6200	.00	2,103.44	2,000.00	( 103.44)	105.2
10-442-6575	.00	1,763.33	1,000.00	( 763.33)	176.3
10-442-6576	.00	654.08	20,000.00	19,345.92	3.3
10-442-6577	.00	4,950.27	10,000.00	5,049.73	49.5
10-442-7100	.00	.00	750.00	750.00	.0
10-442-8880	367.90	1,061.55	2,500.00	1,438.45	42.5
10-442-9410	.00	.00	25,000.00	25,000.00	.0
10-442-9420	.00	54,485.00	18,000.00	( 36,485.00)	302.7
TOTAL PUBLIC WORKS/PARKS	18,068.92	262,588.68	287,868.00	25,279.32	91.2
<u>TRASH SERVICE EXPENSES</u>					
10-445-0050	.00	459,302.65	497,500.00	38,197.35	92.3
TOTAL TRASH SERVICE EXPENSES	.00	459,302.65	497,500.00	38,197.35	92.3
<u>DEBT SERVICE</u>					
10-446-8877	.00	127,000.00	127,000.00	.00	100.0
10-446-8878	.00	190,000.00	190,000.00	.00	100.0
TOTAL DEBT SERVICE	.00	317,000.00	317,000.00	.00	100.0

TOWN OF LOCHBUIE  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	202,404.46	5,405,923.73	8,648,478.00	3,242,554.27	62.5
NET REVENUE OVER EXPENDITURES	167,071.36	1,561,682.40	( 1,819,669.00)	( 3,381,351.40)	85.8

TOWN OF LOCHBUIE  
 BALANCE SHEET  
 DECEMBER 31, 2023

CONSERVATION TRUST FUND

<u>ASSETS</u>			
20-1000010	CASH IN COMBINED FUND		337,717.95
			<u>337,717.95</u>
	TOTAL ASSETS		<u>337,717.95</u>
 <u>LIABILITIES AND EQUITY</u>			
 <u>FUND EQUITY</u>			
UNAPPROPRIATED FUND BALANCE:			
20-2000801	CURRENT FUND BALANCE	254,749.97	
	REVENUE OVER EXPENDITURES - YTD	82,967.98	
			<u>337,717.95</u>
	BALANCE - CURRENT DATE		<u>337,717.95</u>
	TOTAL FUND EQUITY		<u>337,717.95</u>
	TOTAL LIABILITIES AND EQUITY		<u>337,717.95</u>

TOWN OF LOCHBUIE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

CONSERVATION TRUST FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
<u>INTERGOVERNMENTAL</u>					
20-335-1735 LOTTERY PROCEEDS	32,240.38	110,723.61	95,000.00	( 15,723.61)	116.6
TOTAL INTERGOVERNMENTAL	32,240.38	110,723.61	95,000.00	( 15,723.61)	116.6
<u>OTHER</u>					
20-370-1850 INTEREST EARNED	925.91	9,370.70	1,500.00	( 7,870.70)	624.7
20-370-1854 UNREALIZED GAIN/LOSS ON INVEST	305.97	837.51	.00	( 837.51)	.0
TOTAL OTHER	1,231.88	10,208.21	1,500.00	( 8,708.21)	680.6
TOTAL FUND REVENUE	33,472.26	120,931.82	96,500.00	( 24,431.82)	125.3

TOWN OF LOCHBUIE  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

CONSERVATION TRUST FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS</u>					
20-451-9300 OTHER PROJECTS	.00	37,963.84	305,005.00	267,041.16	12.5
TOTAL PARKS	.00	37,963.84	305,005.00	267,041.16	12.5
TOTAL FUND EXPENDITURES	.00	37,963.84	305,005.00	267,041.16	12.5
NET REVENUE OVER EXPENDITURES	33,472.26	82,967.98	( 208,505.00)	( 291,472.98)	39.8

TOWN OF LOCHBUIE  
BALANCE SHEET  
DECEMBER 31, 2023

WATER FUND

ASSETS

50-1000010	CASH IN COMBINED FUND	20,126,554.91	
50-1000060	A/R - CUSTOMERS	204,118.25	
50-1000063	A/R DELINQUENT	9,266.12	
50-1000105	MACHINERY & EQUIPMENT	399,403.83	
50-1000115	WATER RIGHTS	509,687.64	
50-1000120	LAND	70,876.26	
50-1000125	PLANT	4,880,974.30	
50-1000130	BUILDINGS	1,231,505.76	
50-1000133	WATER LINES	4,026,781.40	
50-1000135	WATER METERS	351,120.19	
50-1000136	RO PLANT	3,314,373.40	
50-1000137	CONSTRUCTION IN PROGRESS	54,033.50	
50-1000140	SOFTWARE	47,033.31	
50-1000160	ACCUM DEPR PLANT	( 4,342,191.24)	
50-1000998	DEF OUTFLOW - OPEB	11,525.00	
50-1000999	DEFERRED OUTFLOW OF RESOURCES	80,980.00	
	TOTAL ASSETS		30,976,042.63

LIABILITIES AND EQUITY

LIABILITIES

50-2000206	WAGES PAYABLE	7,896.19	
50-2000208	WATA FEE	18,000.00	
50-2000209	WATER METER DEPOSITS	13,960.00	
50-2000214	INTEREST PAY - 97 REV BONDS	2,482.00	
50-2000239	COMPENSATED ABSENCE	18,543.05	
50-2000274	2012 WATER REVENUE BOND	1,015,000.00	
50-2000280	UNEARNED REVENUE	1,835,858.30	
50-2000307	SILVERPEAKS DEV SURCHARGE	66,142.84	
50-2000310	2012 BOND PREMIUM	15,052.80	
50-2000346	NET OPEB LIABILITY	25,928.00	
50-2000347	DEF INFLOW - OPEB	9,159.00	
50-2000348	NET PENSION LIABILITY	( 33,163.00)	
50-2000349	DEFERRED INFLOW OF RESOURCES	287,421.00	
50-2000392	BLUE LAKES WATER TRANSMISSION	83,250.00	
50-2000393	BLUE LAKES WATER RESOURCE CHAR	58,000.00	
	TOTAL LIABILITIES		3,423,530.18

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:

50-2000801	CURRENT FUND BALANCE	20,346,899.07	
50-2000810	CONTRIBUTED CAP DEVELOPERS	2,993,794.95	
50-2000820	CONTRIB CAP - ST & FED GRANTS	1,156,431.68	
50-2000875	RETAINED EARNINGS	( 122,912.00)	
	REVENUE OVER EXPENDITURES - YTD	3,178,298.75	
	BALANCE - CURRENT DATE		27,552,512.45



TOWN OF LOCHBUIE  
BALANCE SHEET  
DECEMBER 31, 2023

WATER FUND

TOTAL FUND EQUITY	<hr/>	27,552,512.45
TOTAL LIABILITIES AND EQUITY		<hr/> <hr/>

TOWN OF LOCHBUIE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>WATER OPERATIONS</u>					
50-310-1500	146,471.23	2,399,126.21	2,500,000.00	100,873.79	96.0
50-310-1505	1,000.00	37,893.00	.00	( 37,893.00)	.0
50-310-1506	1,000.00	35,000.00	32,500.00	( 2,500.00)	107.7
50-310-1507	.00	200,000.00	.00	( 200,000.00)	.0
50-310-1510	3,564.00	44,958.00	42,000.00	( 2,958.00)	107.0
50-310-1651	3,000.00	39,250.00	31,250.00	( 8,000.00)	125.6
50-310-1652	2,072.88	26,718.02	18,950.00	( 7,768.02)	141.0
50-310-1653	363.00	3,234.00	1,500.00	( 1,734.00)	215.6
	<u>157,471.11</u>	<u>2,786,179.23</u>	<u>2,626,200.00</u>	<u>( 159,979.23)</u>	<u>106.1</u>
<u>INTERGOVERNMENTAL</u>					
50-335-0084	.00	.00	5,000,000.00	5,000,000.00	.0
	<u>.00</u>	<u>.00</u>	<u>5,000,000.00</u>	<u>5,000,000.00</u>	<u>.0</u>
<u>FEEES</u>					
50-350-1511	.00	443,762.87	.00	( 443,762.87)	.0
50-350-1520	107,628.00	1,407,043.00	1,121,125.00	( 285,918.00)	125.5
50-350-1652	9,596.82	118,652.54	20,000.00	( 98,652.54)	593.3
50-350-1804	886.18	4,964.03	2,500.00	( 2,464.03)	198.6
50-350-1812	225.00	4,223.00	4,000.00	( 223.00)	105.6
50-350-1820	1,400.00	18,560.00	30,000.00	11,440.00	61.9
50-350-1921	495.00	7,020.00	5,625.00	( 1,395.00)	124.8
	<u>120,231.00</u>	<u>2,004,225.44</u>	<u>1,183,250.00</u>	<u>( 820,975.44)</u>	<u>169.4</u>
<u>OTHER</u>					
50-370-1850	55,180.33	610,199.54	324,000.00	( 286,199.54)	188.3
50-370-1854	18,234.65	52,768.22	.00	( 52,768.22)	.0
50-370-1990	.00	5,208.01	1,200.00	( 4,008.01)	434.0
	<u>73,414.98</u>	<u>668,175.77</u>	<u>325,200.00</u>	<u>( 342,975.77)</u>	<u>205.5</u>
	<u>351,117.09</u>	<u>5,458,580.44</u>	<u>9,134,650.00</u>	<u>3,676,069.56</u>	<u>59.8</u>

TOWN OF LOCHBUIE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS</u>					
50-410-3010	9,769.17	120,998.07	125,103.00	4,104.93	96.7
50-410-3011	71.52	4,771.25	3,150.00	( 1,621.25)	151.5
50-410-3013	162.37	2,073.75	2,116.00	42.25	98.0
50-410-3065	1,452.28	18,453.22	18,930.00	476.78	97.5
50-410-3080	.00	1,735.93	1,900.00	164.07	91.4
50-410-3081	1,885.78	22,646.89	23,819.00	1,172.11	95.1
50-410-3083	124.60	1,448.64	1,638.00	189.36	88.4
50-410-3090	.00	2,371.32	1,500.00	( 871.32)	158.1
50-410-4020	1,016.60	179,293.17	385,160.00	205,866.83	46.6
50-410-4120	.00	.00	25,000.00	25,000.00	.0
50-410-4140	.00	.00	10,000.00	10,000.00	.0
50-410-4260	663.60	16,583.55	24,000.00	7,416.45	69.1
50-410-4291	13,255.30	156,189.97	200,700.00	44,510.03	77.8
50-410-4476	.00	7,587.00	7,587.00	.00	100.0
50-410-4500	.00	32,662.94	100,000.00	67,337.06	32.7
50-410-5410	.00	122,973.15	160,000.00	37,026.85	76.9
50-410-5411	.00	17,997.29	30,000.00	12,002.71	60.0
50-410-5420	.00	63.15	1,000.00	936.85	6.3
50-410-5450	.00	1,850.72	2,000.00	149.28	92.5
50-410-5500	.00	390.83	1,000.00	609.17	39.1
50-410-6100	.00	73,464.55	90,000.00	16,535.45	81.6
50-410-6105	331.48	2,355.09	7,000.00	4,644.91	33.6
50-410-6115	2,043.61	74,972.85	140,000.00	65,027.15	53.6
50-410-6200	.00	1,413.00	1,500.00	87.00	94.2
50-410-6300	12,180.93	85,900.76	130,000.00	44,099.24	66.1
50-410-6500	60,121.80	105,680.43	95,000.00	( 10,680.43)	111.2
50-410-6501	176.27	5,402.26	7,000.00	1,597.74	77.2
50-410-6570	.00	.00	5,000.00	5,000.00	.0
50-410-7300	.00	120,960.84	175,000.00	54,039.16	69.1
50-410-7400	.00	4,507.94	300,000.00	295,492.06	1.5
50-410-7410	.00	.00	300,000.00	300,000.00	.0
50-410-8880	54.15	659.36	2,000.00	1,340.64	33.0
50-410-9500	.00	.00	2,095,000.00	2,095,000.00	.0
50-410-9560	.00	55,857.70	153,000.00	97,142.30	36.5
50-410-9595	.00	124,103.63	3,922,500.00	3,798,396.37	3.2
50-410-9596	.00	16,283.15	882,000.00	865,716.85	1.9
50-410-9597	.00	.00	1,100,000.00	1,100,000.00	.0
<b>TOTAL OPERATIONS</b>	<b>103,309.46</b>	<b>1,381,652.40</b>	<b>10,529,603.00</b>	<b>9,147,950.60</b>	<b>13.1</b>

TOWN OF LOCHBUIE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
50-423-3010	19,336.12	235,119.42	236,258.00	1,138.58	99.5
50-423-3011	9.25	113.47	525.00	411.53	21.6
50-423-3013	314.04	3,819.96	3,907.00	87.04	97.8
50-423-3065	2,880.60	34,734.55	35,055.00	320.45	99.1
50-423-3080	.00	172.68	189.00	16.32	91.4
50-423-3081	2,960.47	29,934.62	32,820.00	2,885.38	91.2
50-423-3083	248.50	2,537.50	3,231.00	693.50	78.5
50-423-3090	4.67	2,827.96	5,000.00	2,172.04	56.6
50-423-4020	1,848.99	48,169.42	70,833.00	22,663.58	68.0
50-423-4050	2,311.59	45,363.61	54,633.00	9,269.39	83.0
50-423-4100	.00	5,666.67	15,000.00	9,333.33	37.8
50-423-4120	.00	151,252.07	150,000.00	( 1,252.07)	100.8
50-423-4140	.00	80,984.38	110,000.00	29,015.62	73.6
50-423-4380	373.33	4,479.96	5,000.00	520.04	89.6
50-423-4460	412.67	6,661.09	10,000.00	3,338.91	66.6
50-423-4470	213.45	1,487.41	1,600.00	112.59	93.0
50-423-5010	.00	40,976.82	45,000.00	4,023.18	91.1
50-423-5300	.00	500.00	1,500.00	1,000.00	33.3
50-423-5410	.00	4,440.22	6,500.00	2,059.78	68.3
50-423-5420	7.50	114.16	500.00	385.84	22.8
50-423-5450	294.31	4,337.30	4,800.00	462.70	90.4
50-423-5700	90.00	573.75	540.00	( 33.75)	106.3
50-423-5710	81.00	617.63	702.00	84.37	88.0
50-423-5800	.00	68.90	250.00	181.10	27.6
50-423-6100	25.74	1,816.91	2,500.00	683.09	72.7
50-423-7100	211.33	3,188.37	6,650.00	3,461.63	48.0
50-423-7220	.00	250.00	250.00	.00	100.0
50-423-7221	1,506.23	17,090.66	19,200.00	2,109.34	89.0
50-423-8880	1,048.76	1,876.36	2,500.00	623.64	75.1
50-423-9400	.00	5,197.18	40,000.00	34,802.82	13.0
TOTAL ADMINISTRATION	34,178.55	734,373.03	864,943.00	130,569.97	84.9
<u>DEBT SERVICE</u>					
50-430-8970	.00	135,000.00	135,000.00	.00	100.0
50-430-8977	.00	29,256.26	29,256.00	( .26)	100.0
TOTAL DEBT SERVICE	.00	164,256.26	164,256.00	( .26)	100.0
TOTAL FUND EXPENDITURES	137,488.01	2,280,281.69	11,558,802.00	9,278,520.31	19.7
NET REVENUE OVER EXPENDITURES	213,629.08	3,178,298.75	( 2,424,152.00)	( 5,602,450.75)	131.1

TOWN OF LOCHBUIE  
BALANCE SHEET  
DECEMBER 31, 2023

SEWER FUND

ASSETS

55-1000010	CASH IN COMBINED FUND	16,694,056.13	
55-1000060	A/R - CUSTOMERS	105,787.36	
55-1000105	MACHINERY & EQUIPMENT	283,384.35	
55-1000110	VEHICLES	21,370.67	
55-1000120	LAND	263,687.53	
55-1000125	PLANT	15,683,664.34	
55-1000130	BUILDINGS	1,057,729.49	
55-1000140	SOFTWARE	56,438.66	
55-1000145	MECHANICAL WASTE WATER PLANT	1,174,408.43	
55-1000147	STORM DRAINAGE	786,291.80	
55-1000160	ACCUM DEPR PLANT	( 7,081,301.70)	
55-1000998	DEF OUTFLOW - OPEB	8,458.00	
55-1000999	DEFERRED OUTFLOW OF RESOURCES	59,429.00	
	TOTAL ASSETS		29,113,404.06

LIABILITIES AND EQUITY

LIABILITIES

55-2000206	WAGES PAYABLE	5,788.27	
55-2000239	COMPENSATED ABSENCE	13,458.27	
55-2000346	NET OPEB LIABILITY	19,028.00	
55-2000347	DEF INFLOWS - OPEB	6,722.00	
55-2000348	NET PENSION LIABILITY	( 24,337.00)	
55-2000349	DEFERRED INFLOWS OF RESOURCES	210,929.00	
	TOTAL LIABILITIES		231,588.54

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
55-2000801	CURRENT FUND BALANCE	21,549,760.43	
55-2000810	CONTRIBUTED CAP DEVELOPERS	1,783,328.00	
55-2000820	CONTRIB CAP - ST & FED GRANTS	839,321.55	
55-2000875	RETAINED EARNINGS	( 226,704.00)	
55-2000881	CONTRIBUTED TAP FEES	1,739,223.00	
	REVENUE OVER EXPENDITURES - YTD	3,196,886.54	
	BALANCE - CURRENT DATE	28,881,815.52	
	TOTAL FUND EQUITY		28,881,815.52
	TOTAL LIABILITIES AND EQUITY		29,113,404.06

TOWN OF LOCHBUIE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SEWER OPERATIONS</u>					
55-310-1500 LOCHBUIE SEWER SERVICE CHARGES	97,453.86	1,139,508.09	1,078,000.00	( 61,508.09)	105.7
TOTAL SEWER OPERATIONS	97,453.86	1,139,508.09	1,078,000.00	( 61,508.09)	105.7
<u>FEEES</u>					
55-350-1510 DELINQUENT NOTICE	1,663.20	20,987.40	18,500.00	( 2,487.40)	113.5
55-350-1522 SEWER COLLECTION PIF	46,800.00	609,578.00	487,500.00	( 122,078.00)	125.0
55-350-1524 SEWER TREATMENT PIF	360,656.00	1,553,835.00	1,328,250.00	( 225,585.00)	117.0
55-350-1525 SEWER FACILITIES SURCHARGE	1,200.00	8,900.00	6,000.00	( 2,900.00)	148.3
55-350-1812 ACCOUNT SETUP/TRANSFER FEE	105.00	1,981.00	1,800.00	( 181.00)	110.1
55-350-1901 CITY OF BRIGHTON FLOWS	.00	802,513.32	1,000,000.00	197,486.68	80.3
55-350-1920 LOCHBUIE SEWER TAP FEES	1,056.00	13,816.00	11,000.00	( 2,816.00)	125.6
TOTAL FEES	411,480.20	3,011,610.72	2,853,050.00	( 158,560.72)	105.6
<u>OTHER REVENUES</u>					
55-370-1850 INTEREST EARNED	45,769.56	486,037.27	252,000.00	( 234,037.27)	192.9
55-370-1854 UNREALIZED GAIN/LOSS ON INVEST	15,124.81	43,166.73	.00	( 43,166.73)	.0
55-370-1990 OTHER REVENUE	.00	1,612.75	1,000.00	( 612.75)	161.3
TOTAL OTHER REVENUES	60,894.37	530,816.75	253,000.00	( 277,816.75)	209.8
TOTAL FUND REVENUE	569,828.43	4,681,935.56	4,184,050.00	( 497,885.56)	111.9

TOWN OF LOCHBUIE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS</u>					
55-410-4020 OTHER FEES - PROF & TECH SRVCS	.00	12,252.27	22,300.00	10,047.73	54.9
55-410-4100 AUDITING/RATE STUDY FEES	.00	3,372.50	.00	( 3,372.50)	.0
55-410-4120 ENGINEERING FEES	.00	.00	25,000.00	25,000.00	.0
55-410-4140 LEGAL & PROSECUTING ATTY FEES	.00	.00	10,000.00	10,000.00	.0
55-410-4260 LABORATORY FEES	1,539.81	15,699.08	30,000.00	14,300.92	52.3
55-410-4291 OPERATOR IN CHARGE	12,335.77	155,028.46	200,700.00	45,671.54	77.2
55-410-4476 LEASES - EQUIPMENT	.00	.00	4,800.00	4,800.00	.0
55-410-5410 ELECTRIC/GAS UTILITIES	.00	177,999.89	180,000.00	2,000.11	98.9
55-410-5420 TRASH FEES	.00	1,176.50	1,600.00	423.50	73.5
55-410-5450 TELEPHONE SERVICE	255.43	3,017.08	3,000.00	( 17.08)	100.6
55-410-6100 GENERAL SUPPLIES	.00	5,291.20	10,000.00	4,708.80	52.9
55-410-6105 LAB SUPPLIES	.00	5,567.85	8,000.00	2,432.15	69.6
55-410-6115 EQUIPMENT	2,043.59	7,714.59	35,000.00	27,285.41	22.0
55-410-6200 FUEL & OIL	.00	1,417.25	1,500.00	82.75	94.5
55-410-6300 CHEMICALS	.00	66,896.03	175,000.00	108,103.97	38.2
55-410-6420 SLUDGE HAULING	5,099.24	171,285.03	175,000.00	3,714.97	97.9
55-410-6430 GREASE HAULING	.00	10,562.50	25,000.00	14,437.50	42.3
55-410-6440 UV SYSTEM	.00	.00	23,000.00	23,000.00	.0
55-410-6500 REPAIRS AND MAINTENANCE	12,536.83	108,080.80	127,000.00	18,919.20	85.1
55-410-6501 R&M - FLEET	.00	232.30	1,000.00	767.70	23.2
55-410-7410 CONTINGENCY RESERVE	.00	.00	350,000.00	350,000.00	.0
55-410-9400 CAPITAL OUTLAY / CONTINGENCY	22,394.59	125,571.31	84,000.00	( 41,571.31)	149.5
55-410-9520 CIP-CONSTRUCTION-PLANT EXPANSI	.00	47,042.50	1,500,000.00	1,452,957.50	3.1
<b>TOTAL OPERATIONS</b>	<b>56,205.26</b>	<b>918,207.14</b>	<b>2,991,900.00</b>	<b>2,073,692.86</b>	<b>30.7</b>
<u>COLLECTIONS</u>					
55-420-3010 REGULAR SALARIES	6,978.01	86,428.97	89,360.00	2,931.03	96.7
55-420-3011 OVERTIME PAY	51.10	3,408.07	2,250.00	( 1,158.07)	151.5
55-420-3013 PAYROLL TAXES	115.98	1,481.51	1,512.00	30.49	98.0
55-420-3065 PERA CONTRIBUTION	1,037.38	13,181.51	13,522.00	340.49	97.5
55-420-3080 WORKERS COMP	.00	1,239.84	1,357.00	117.16	91.4
55-420-3081 INSURANCE / 457 CONTRIBUTIONS	1,347.05	16,177.01	17,014.00	836.99	95.1
55-420-3083 PLAN 457 MATCH	89.00	1,034.76	1,170.00	135.24	88.4
55-420-3090 TRAINING	.00	349.93	1,500.00	1,150.07	23.3
55-420-4500 R&M SVC'S LINES	.00	38,610.14	546,000.00	507,389.86	7.1
<b>TOTAL COLLECTIONS</b>	<b>9,618.52</b>	<b>161,911.74</b>	<b>673,685.00</b>	<b>511,773.26</b>	<b>24.0</b>

TOWN OF LOCHBUIE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
55-423-3010	13,225.64	161,132.32	161,874.00	741.68	99.5
55-423-3011	6.17	92.57	400.00	307.43	23.1
55-423-3013	214.82	2,618.59	2,678.00	59.41	97.8
55-423-3065	1,969.84	23,801.34	24,015.00	213.66	99.1
55-423-3080	.00	117.83	129.00	11.17	91.3
55-423-3081	2,066.19	21,085.42	23,007.00	1,921.58	91.7
55-423-3083	169.00	1,735.00	2,197.00	462.00	79.0
55-423-3090	4.67	2,728.05	5,000.00	2,271.95	54.6
55-423-4020	1,848.98	47,704.27	70,833.00	23,128.73	67.4
55-423-4050	2,311.59	45,125.25	54,633.00	9,507.75	82.6
55-423-4100	.00	5,666.67	8,000.00	2,333.33	70.8
55-423-4140	.00	8,070.35	10,000.00	1,929.65	80.7
55-423-4380	373.34	4,480.06	5,000.00	519.94	89.6
55-423-4460	412.66	6,661.00	10,000.00	3,339.00	66.6
55-423-4470	213.45	1,487.45	1,600.00	112.55	93.0
55-423-5010	.00	40,940.37	45,000.00	4,059.63	91.0
55-423-5300	.00	500.00	1,500.00	1,000.00	33.3
55-423-5410	.00	4,440.20	6,500.00	2,059.80	68.3
55-423-5420	7.50	114.18	500.00	385.82	22.8
55-423-5450	294.31	4,337.21	4,800.00	462.79	90.4
55-423-5700	60.00	382.50	360.00	( 22.50)	106.3
55-423-5710	54.00	411.75	468.00	56.25	88.0
55-423-5800	.00	17.16	250.00	232.84	6.9
55-423-6100	25.74	1,816.80	2,000.00	183.20	90.8
55-423-7100	211.33	5,888.40	9,750.00	3,861.60	60.4
55-423-7221	1,065.07	11,869.05	12,300.00	430.95	96.5
55-423-8880	1,048.74	1,706.35	2,500.00	793.65	68.3
TOTAL ADMINISTRATION	25,583.04	404,930.14	465,294.00	60,363.86	87.0
TOTAL FUND EXPENDITURES	91,406.82	1,485,049.02	4,130,879.00	2,645,829.98	36.0
NET REVENUE OVER EXPENDITURES	478,421.61	3,196,886.54	53,171.00	( 3,143,715.54)	6012.5

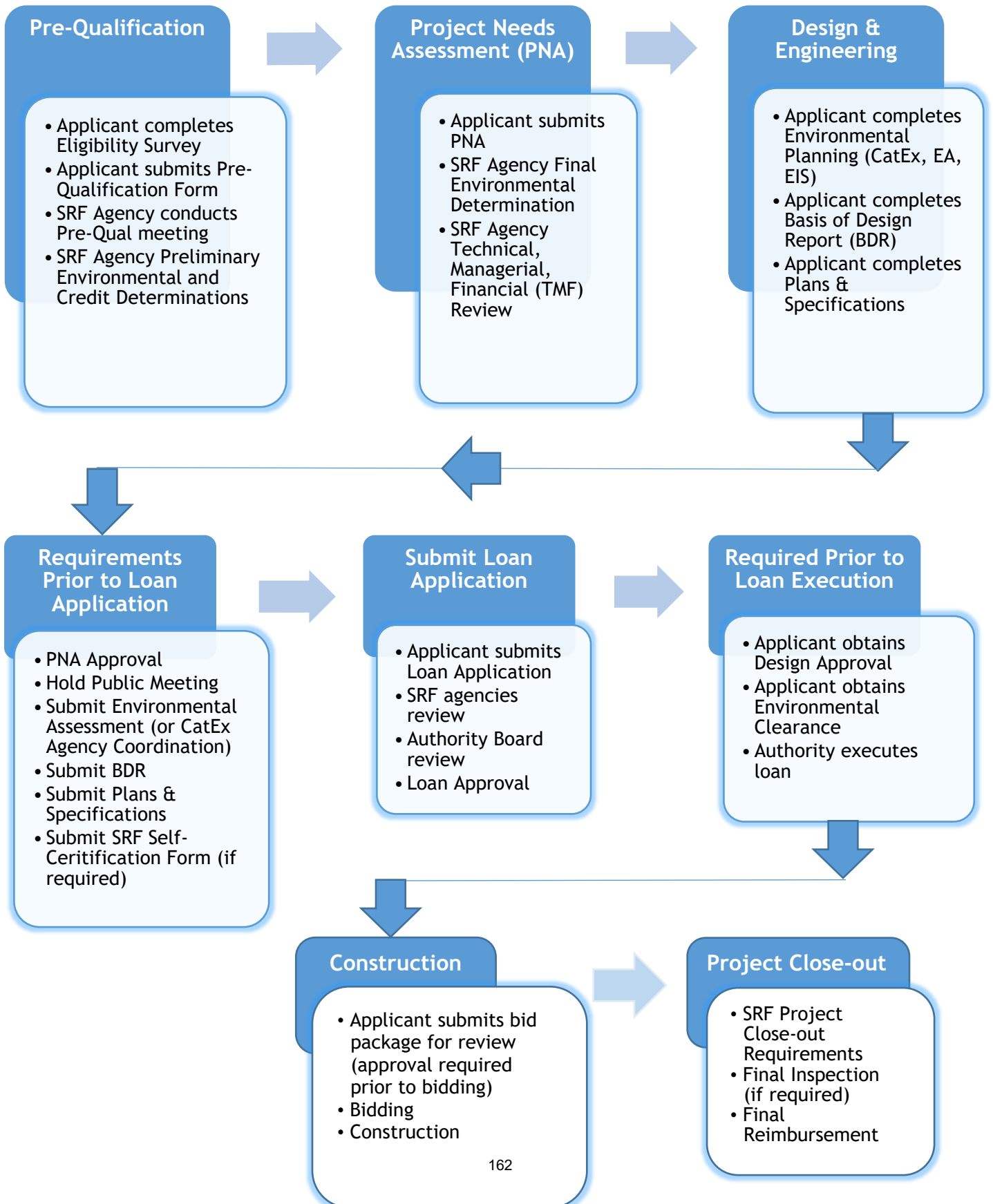


Report Criteria:  
Aging by Date  
Aged using Payment Date

Customer Number	Name	Balance	Future	Current	Over 30	Over 60	Over 90	Over 120	Over 150
103	Blumenthal/Silver Peaks	2,943.00	-	-	-	-	-	-	2,943.00
106	Flywheel Holding/Eppinger	6,879.62-	-	-	-	-	-	-	6,879.62-
107	Lochbuie Land 1 LLC - Mark B	27,272.27	3,866.88	1,768.13	-	603.75	241.50	461.73	20,330.28
108	Walton Silver Peaks	18,847.85	12,826.13	-	6,021.72	-	-	-	-
111	Silver Peaks Area 4 Block 20	50,075.13	15,884.04	-	20,171.48	13,851.75	167.86	-	-
112	UNITED WATER - AUGMENTA	70,470.25-	-	-	-	-	-	-	70,470.25-
118	VIEW HOMES	7,072.46-	-	-	-	-	-	-	7,072.46-
120	LOB - Lease Deposit	118,614.00-	-	-	-	-	-	-	118,614.00-
121	LOB - Water Right Deposit	89,118.00-	-	-	-	-	-	-	89,118.00-
122	LOB - Adjudication Deposit	55,682.86	13,434.60	4,810.90	324.50	4,354.05	14,299.80	3,970.75	14,488.26
124	Forestar Real Estate Group Inc	517.50	517.50	-	-	-	-	-	-
125	QuikTrip	18,004.33-	-	18,004.33-	-	-	-	-	-
127	SPL COMMERCIAL LLC	540.50	-	-	-	540.50	-	-	-
130	JP Custom Homes Inc.	471.50	-	-	-	-	-	-	471.50
132	Melody Homes	3,732.88-	-	-	-	-	-	-	3,732.88-
135	Driven Brands, Inc.	2,943.41-	-	-	-	-	-	-	2,943.41-
138	Kings Co, LLC	6,303.06	671.03	335.80	1,138.50	2,315.24	560.63	419.75	862.11
139	Drake Real Estate Services	543.64	543.64	-	-	-	-	-	-
140	SP PA 4 Block 20 - Replat	1,754.62	1,754.62	-	-	-	-	-	-
141	Silver Peaks Filing #3 Replat	7,583.55-	-	-	7,583.55-	-	-	-	-
142	Technology Associates EC Inc.	4,844.75-	-	4,844.75-	-	-	-	-	-
143	ARES LLC	1,396.50-	-	1,396.50-	-	-	-	-	-
Grand Totals:		165,707.82-	49,498.44	17,330.75-	20,072.65	21,665.29	15,269.79	4,852.23	259,735.47-



# Drinking Water Revolving Fund (DWRF) Loan Program Steps





# LOCHBUIE POLICE DEPARTMENT



703 WCR 37, Lochbuie, CO 80603  
Phone (303) 659-1395 Fax: (303) 655-1755

## *MONTHLY BOARD REPORT*

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**To: Lochbuie Town Board**  
**From: Tracey McCoy, Chief of Police**  
**Date: January 8, 2024**  
**Subject: Monthly Department Update for December 2023**

### MONTHLY REPORT

Activity remained steady with a total of 534 incidents reported in December. November and December were the lowest months of police activity for the year with 503 and 511 incidents respectively. Our highest activity month was May with 779 incidents. Officers Daniel Almiron and Tyler Greco are currently progressing through the Field Training Officer (FTO) program. Officer Almiron will complete his FTO program in the by the end of January and Officer Greco is about ¼ of the way through the approximated 4 months of FTO Training. Our newest hire is Officer Jordan Odneal. He was hired on January 8<sup>th</sup>, 2024 and will start his FTO program within a week of hire. With the most recent hire of Officer Odneal, the Department is fully staffed. It will be nice once all of them finish FTO so they can start working a shift. CSO Molly Aguilar continues to be very active with code enforcement and animal control calls. As the weather changes, her role changes as well and the focus will shift away from weeds to more nuisance type of violations like junk and rubbish and abandoned vehicles.

Maureen, our Town Attorney will be presenting a Chapter 10 Municipal Code update to the board at this meeting. This is a welcome change as our Code was in dire need of an update in a big way. As she outlined in the AIS, one of the changes is a significant increase in minimum fines for Fireworks Violations to \$500 for the first offense. Basically, all fireworks are illegal based on the Towns Ordinance. As you all know, we have a high volume of fireworks being set off around the 4<sup>th</sup> of July Holiday and on New Years eve. Many of the fireworks that are being set off are not legal in the State of Colorado at all and create fire danger in our dry climate. Many Municipalities in Colorado have restricted fireworks and increased the minimum fines to very high amounts. I have seen it as high as \$2,500 in some Cities. I wanted to point this out in my report to make sure that the Board is aware of the change.

As always, do not hesitate to contact me with any questions or concerns, and please let your neighbors know that I have an open-door policy and encourage them to contact me with any problems that the police may be able to assist with. Also, please advise your neighbors to always call the police if they see something suspicious or need anything that we can help with! I encourage them to call me if they have a complaint or want to compliment an officer they were in contact with. **I would also encourage any board members, their families, neighbors, or any other citizens to come in and do a ride-along with our officers. It is a simple process to complete the ride-along request, which is available on the Lochbuie Police webpage. Submit the completed form and we do a quick background check (anyone convicted of a felony will be disqualified) and schedule a date and time. A person can ride for a couple hours or an entire shift. It is a very educational, and sometimes exciting, experience.**

Thank You

Tracey

# CAD Incidents / Calls For Service

## Lochbuie PD Dec - 2023

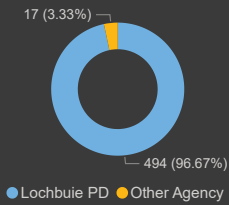
Incident Stats

Natures

Monthly Comparison

Top Locations

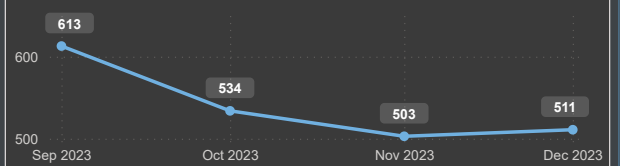
Incidents by Primary Agency



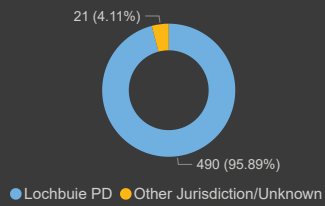
Overall Incidents Last Month

**511**  
1.59% ▲

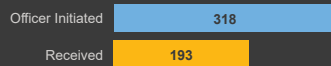
Overall Incidents Over Previous 4 Months



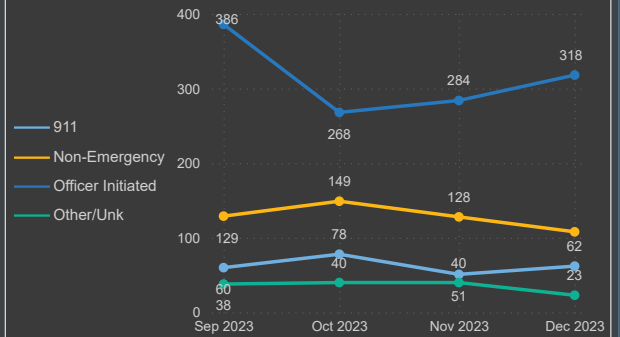
Incidents by Location Jurisdiction



Officer Initiated vs Recieved Calls



Incidents by Method Received Over Previous 4 Months





## Town of Lochbuie Monthly Activity Log December 2023

### Wastewater Treatment Plant

**Daily operations include** Plant equipment checks and preventative maintenance, process control sampling and in-house lab analysis, permit compliance sampling and delivery to laboratory, clarifier blanket level check, headworks auger cleaning, SCADA checks, totalizer readings and data entry. Solids dewatering equipment is operated on an as needed basis to maintain digester levels. Generator test run and inspection completed weekly.

**Sampling and lab analysis includes** Influent and effluent pH, settling test, solids analysis (A-Basins, digesters, and RAS), and process control nutrient sampling. Process control sampling and analysis of biosolids dewatering process.

December	2023	2022
<i>Average Influent Flow</i>	1.446 MGD	1.391 MGD
<i>Maximum Influent flow</i>	1.652 MGD	1.673 MGD
<i>Average Brighton Flow</i>	0.843 MGD	0.746 MGD
<i>Maximum Brighton Flow</i>	0.908 MGD	0.832 MGD
<i>% Brighton Flow of Influent Avg.</i>	62%	51 %
<i>Average Influent BOD</i>	260 mg/L	227 mg/L
<i>Average Influent TSS</i>	271 mg/L	327 mg/L
<i>Average Influent BOD Loading lbs./day</i>	3,135 lbs./day	2,633 lbs./day
<i>Plant Capacity Flow</i>	72%	70%
<i>Plant Capacity Loading</i>	82%	67%
<b><i>Plant Capacity Flow 2 MGD</i></b>	<b>2.0 MGD</b>	<b>2.0 MGD</b>
<b><i>Plan Capacity BOD Loading</i></b>	<b>3,840 lbs./day</b>	<b>3,840 lbs./day</b>
<i>Average Effluent Flow</i>	1.531 MGD	1.467 MGD
<i>Maximum Effluent Flow</i>	1.666 MGD	1.935 MGD
<i>Average Effluent BOD</i>	3 mg/L	2 mg/L
<i>Average Effluent TSS</i>	6 mg/L	7 mg/L
<i>BOD % Removal</i>	99 %	99 %
<i>TSS % Removal</i>	98 %	98 %
<i>Minimum Effluent Dissolved Oxygen</i>	3.2 mg/L	5.7 mg/L

### Dewatering Information

December	2023	2022
<i>Gallons Pressed</i>	328,868	57,287
<i>Solids in Tons Pressed</i>	206	29

**December 1, 2023:** Completed the daily operations. Operated the Fournier Fan Press, removing sludge from Digester #1. Sala Logistics onsite to deliver four barrels of polymer for Aries Chemical. Fluid Design and Build onsite to troubleshoot the effluent totalizer that is having an issue operating correctly.

The WestTech Grit Classifier is pulling the grit out through the auger incorrectly, troubleshooting the system. Completed the Poplar Lift Station checks and alarm call out verification.

**December 2, 2023:** Completed the daily operations. Completed the Poplar Lift Station checks.

**December 3, 2023:** Completed the daily operations. Completed the Poplar Lift Station checks.

**December 4, 2023:** Completed the daily operations. Completed the weekly generator checks and operational testing. Denali Water Solutions onsite to exchange the biosolids container. The air to Digester #2 was turned off for a decant. Completed the Poplar Lift Station checks. Started the influent and effluent compliance sampler for monthly compliance sampling.

**December 5, 2023:** Completed the daily operations. Started decanting from Digester #2. Collected the monthly compliance samples and the first E. coli samples were taken to Colorado Analytical. Town police onsite to remove a racoon that was not acting as it should. Completed the Poplar Lift Station checks.

**December 6, 2023:** Completed the daily operations. Completed decanting from Digester #2 and turned the air back on. REC ESD onsite to continue working on the Aluminum Sulfate pump piping. Started draining the West Clarifier to prepare for REC ESD to repair the leak in the RAS box. Received an after-hours alarm for a high in plant lift station wet well level. The flow from the clarifier was lowered to allow the wet well to not be overtaken. Completed the Poplar Lift Station checks.

**December 7, 2023:** Completed the daily operations. Finished draining the West Clarifier in preparation for repairs. REC ESD onsite to complete repairs on the clarifier. Operated the Fournier Fan Press removing sludge from Digester #1. The influent screenings auger was found to have a blockage and a water leak on the daily checks. Able to clear the blockage and repair the broken water line on the unit. Completed the Poplar Lift Station checks.

**December 8, 2023:** Completed the daily operations. After repairs on the West Clarifier were completed, started filling it with non-potable water. Denali Water Solutions onsite to exchange the biosolids container. Completed the Poplar Lift Station checks. Completed Trojan UV work orders and PMs.

**December 9, 2023:** Completed the daily operations. Completed the Poplar Lift Station checks.

**December 10, 2023:** Completed the daily operations. Completed the Poplar Lift Station checks.

**December 11, 2023:** Completed the daily operations. Continued to fill the West Clarifier with non-potable water. Operated the Fournier Fan Press removing sludge from Digester #1. The air to Digester #2 was turned off for a decant. Completed the Poplar Lift Station checks. Completed the weekly generator checks and operational testing.

**December 12, 2023:** Completed the daily operations. Started decanting from Digester #2. Continued filling the West Clarifier with non-potable water. Cleaned the Trojan UV system and channel. Completed the Poplar Lift Station checks. The power to the facility was turned off by United Power and Public Works for thirty minutes. After the main power was restored, completed a walkthrough of the facility and all VFDs were reset. Denali Water Solutions onsite to exchange the biosolids container.

**December 13, 2023:** Completed the daily operations. Operated the Fournier Fan Press removing sludge from Digester #1. Collected the second E. coli sample and the influent process control samples and sent them to Colorado Analytical. Denali Water Solutions onsite to exchange the biosolids container.

Continued to work on cleaning around the facility. Completed the Poplar Lift Station checks. Finished decanting from Digester #2 and restored the air.

**December 14, 2023:** Completed the daily operations. Completed the Poplar Lift Station checks. Denali Water Solutions onsite to exchange the biosolids container. Operated the Fournier Fan Press removing sludge from Digester #1.

**December 15, 2023:** Completed the daily operations. REC ESD onsite to finish the installation of the Aluminum Sulfate pump. Completed the Poplar Lift Station checks. Denali Water Solutions onsite to exchange the biosolids container. Operated the Fournier Fan Press removing sludge from Digester #1.

**December 16, 2023:** Completed the daily operations. Completed the Poplar Lift Station checks. Operated the Fournier Fan Press removing sludge from Digester #1.

**December 17, 2023:** Completed the daily operations. Completed the Poplar Lift Station checks.

**December 18, 2023:** Completed the daily operations. The air to Digester #2 was turned off for a decant. Completed the Poplar Lift Station checks. Denali Water Solutions onsite to exchange the biosolids container. Operated the Fournier Fan Press removing sludge from Digester #1. Continued cleaning around the facility.

**December 19, 2023:** Completed the daily operations. Completed the Poplar Lift Station checks. Denali Water Solutions onsite to exchange the biosolids container. Operated the Fournier Fan Press removing sludge from Digester #1. Started decanting from Digester #2. REC Collections onsite to discuss a plan to have the RAS line to the RAS wet well jetted. Started the influent composite sampler for the weekly BOD/TSS sampling.

**December 20, 2023:** Completed the daily operations. Finished decanting from Digester #2 and restored the air. Denali Water Solutions onsite to exchange the biosolids container. Operated the Fournier Fan Press removing sludge from Digester #1. Continued cleaning around the facility. Replaced the rollers and tubes on the Aluminum Sulfate Pump. The sprayers on the East Clarifier were taken apart, cleaned, and put back together. Collected the weekly BOD/TSS samples and sent them to Colorado Analytical. Completed the Poplar Lift Station checks.

**December 21, 2023:** Completed the daily operations. Denali Water Solutions onsite to exchange the biosolids container. Operated the Fournier Fan Press removing sludge from Digester #1. Completed the Poplar Lift Station checks. Increased the wasting rate to 25 GPM from 22 GPM as the MLSS was rising.

**December 22, 2023:** Completed the daily operations. Denali Water Solutions onsite to exchange the biosolids container. Operated the Fournier Fan Press removing sludge from Digester #1. Completed the Poplar Lift Station checks.

**December 23, 2023:** Completed the daily operations. Completed the Poplar Lift Station checks.

**December 24, 2023:** Completed the daily operations. Completed the Poplar Lift Station checks.

**December 25, 2023:** Completed the daily operations. Completed the Poplar Lift Station checks.

**December 26, 2023:** Completed the daily operations. Completed the Poplar Lift Station checks. Agfinity onsite to fill the propane tanks. The air to Digester #2 was turned off for a decant. Started the influent composite sampler for the weekly BOD/TSS sampling.

**December 27, 2023:** Completed the daily operations. Decanted Digester #2 and restored the air. Collected the weekly BOD/TSS samples and sent them to Colorado Analytical. Operated the Fournier Fan Press removing sludge from Digester #1. Completed the Poplar Lift Station checks.

**December 28, 2023:** Completed the daily operations. Started the sewer line inspections at Silver Peaks. The air to Digester #2 was turned off for a decant. Completed the Poplar Lift Station checks.

**December 29, 2023:** Completed the daily operations. Started decanting from Digester #2. The scheduled weekly trash pickup did not show up. Completed the Poplar Lift Station checks.

**December 30, 2023:** Completed the daily operations. Completed the Poplar Lift Station checks. Finished decanting from Digester #2 and restored the air. Transferred sludge from Digester #2 to Digester #1.

**December 31, 2023:** Completed the daily operations. Completed the Poplar Lift Station checks.

**Water Treatment Plant**

*Daily operations include* plant equipment checks and preventative maintenance, process control sampling and in-house lab analysis, compliance sampling and delivery to laboratory; SCADA checks checking/maintaining chlorine residuals, measuring well depths, chemical feed system adjustment and maintenance, chemical inventory, and data entry. Generator test run and inspection completed weekly. Silver Peak’s Booster Station pump checks and readings completed every Monday, Wednesday, and Friday.

<b>December</b>	<b>2023</b>	<b>2022</b>
<i>Water Production Gallons</i>	15,617,445	12,735,299
<i>Average Daily Production (gal/day)</i>	503,789	410,816

**December 1, 2023:** Completed the daily operations. Upon arrival, RO #3 is in service and being supplied by Well #1. Completed the Silver Peaks Booster Station and generator checks. The antiscalant day tank for RO #3 was filled. Completed the work order for the Verbatim alarm call out test and verified operation.

**December 2, 2023:** Completed the daily operations.

**December 3, 2023:** Completed the daily operations.

**December 4, 2023:** Completed the daily operations. DPC onsite to deliver 650 gallons of Sodium Hydroxide. Upon arrival RO #1 and RO #2 were in service and were being supplied by Well #1 and Well #2. Completed the in-house nitrate sampling. Completed the Silver Peaks Booster Station and generator checks.

**December 5, 2023:** Completed the daily operations. Collected the monthly compliance sampling and the first four total coliform samples and sent them to Colorado Analytical. Upon arrival RO #1 and RO #3 were in service and were being supplied by Well #1 and Well #2.

**December 6, 2023:** Completed the daily operations. Completed the Silver Peaks Booster Station and generator checks. Upon arrival RO #1 was in service and was being supplied by Well #1. REC ESD onsite at Silver Peaks Booster Station to replace the check valve for the Jockey Pump.



**December 7, 2023:** Completed the daily operations. Completed the weekly generator checks and operational tests for the Main facility. Upon arrival RO #1 and RO #3 were in service and were being supplied by Well #1 and Well #2.

**December 8, 2023:** Completed the daily operations Completed the Silver Peaks Booster Station and generator checks. Upon arrival RO #2 and RO #3 were in service and were being supplied by Well #1 and Well #2. Hach onsite to change out the CL17 to the tank due to false readings on the old unit.

**December 9, 2023:** Completed the daily operations.

**December 10, 2023:** Completed the daily operations.

**December 11, 2023:** Completed the daily operations. Upon arrival RO #1 and RO #2 were in service and were being supplied by Well #1 and Well #2. Collected the remaining four total coliform samples and sent them to Colorado Analytical. Completed the Silver Peaks Booster Station and generator checks. REC ESD onsite to install a new motor and stack for RO #4. Continued general cleaning around the facility.

**December 12, 2023:** Completed the daily operations. Upon arrival RO #1 and RO #3 were in service and were being supplied by Well #1 and Well #2. Increased the chlorine pump from 72% to 77%. REC ESD onsite to continue the installation of the motor and stack for RO #4. REC ESD also removed Pump Motor #3 for repair and replaced the check valve for Pump #2.

**December 13, 2023:** Completed the daily operations. Completed the Silver Peaks Booster Station and generator checks. Upon arrival RO #2 and RO #3 were in service and were being supplied by Well #1 and Well #2. Removed RO #4 from service until the last part arrives from the distributor.

**December 14, 2023:** Completed the daily operations. Upon arrival RO #1 was in service and being supplied by Well #1.

**December 15, 2023:** Completed the daily operations. DPC onsite delivering seven hundred gallons of Chlorine. Upon arrival RO #1 in service and being supplied by Well #1.

**December 16, 2023:** Completed the daily operations.

**December 17, 2023:** Completed the daily operations.

**December 18, 2023:** Completed the daily operations. Completed the Silver Peaks Booster Station and generator checks. Upon arrival RO #1 and RO #2 were in service and were being supplied by Well #1 and Well #2.

**December 19, 2023:** Completed the daily operations. Upon arrival RO #1 and RO #3 were in service and were being supplied by Well #1 and Well #2.

**December 20, 2023:** Completed the daily operations. Completed the Silver Peaks Booster Station and generator checks. Upon arrival RO #1 and RO #3 were in service and were being supplied by Well #1 and Well #2.

**December 21, 2023:** Completed the daily operations. Completed the Main facility generator checks and operational tests. Upon arrival RO #1 and RO #3 were in service and were being supplied by Well #1 and Well #2.

**December 22, 2023:** Completed the daily operations.

**December 23, 2023:** Completed the daily operations.

**December 24, 2023:** Completed the daily operations.

**December 25, 2023:** Completed the daily operations.

**December 26, 2024:** Completed the daily operations. Completed the Silver Peaks Booster Station and generator checks. Upon arrival RO #1 and RO #3 were in service and were being supplied by Well #1 and Well #2.

**December 27, 2023:** Completed the daily operations. Completed the Silver Peaks Booster Station and generator checks. Upon arrival all RO's were offline.

**December 28, 2023:** Completed the daily operations.

**December 29, 2023:** Completed the daily operations. Completed water line inspections at Silver Peaks.

**December 30, 2023:** Completed the daily operations.

**December 31, 2023:** Completed the daily operations.



# Public Works Staff Report

MEETING DATE: January 16, 2024

SUBJECT: Public Works Monthly Report

PRESENTED BY: Chris Larmon, Public Works Director

## UPDATE

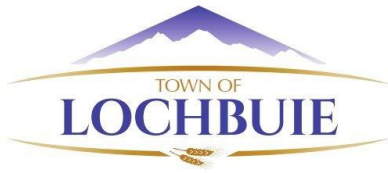
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- Fleet
  - The new tandem ordered in March 2023 will arrive in early 2024.
- 28 water meters were installed at Lochbuie Station Phase B and Silver Peaks East
- Water System Work Orders – are ongoing; 61 were completed last month.
- Utility Locates – 137 locates completed by the Public Works Department
- Regular Park Maintenance and inspections are ongoing.
  - Additional engineered wood fiber has been added to the play areas.
- Graffiti removal at parks and town property - ongoing
- CIRSA recently completed our annual property survey. CIRSA has provided a recommendation to remove the Skate Park. The Town does not have the equipment to remove the structures at the skate park. We are in the process of arranging rental equipment to complete this project. Removal is scheduled for the week of January 15<sup>th</sup>.

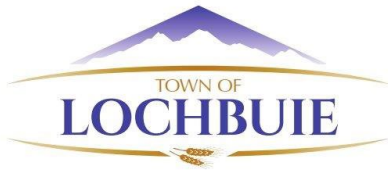
## PUBLIC WORKS PROJECTS

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1. Road Maintenance Plan for 2024
  - Staff is in the process of creating a work plan for 2024. Items included.
    1. Resurfacing of E.168<sup>th</sup> Ave
    2. The Crack and Mastic sealing program started in 2023 to continue and will systematically move through Town East to West in the coming years.
    3. Striping and Pavement Markings – this year, we will focus on replacing crosswalk markings and improving roundabout markings.
    4. Staff are working on creating a list of sidewalk and drain pan repairs throughout the Town.
    5. Asphalt repairs as needed.
2. Elevated Water Tank at Silver Peaks
  - Construction bid closed on December 21, 2023. Staff and our consultants are reviewing the submitted bid packages and will bring an award recommendation to the Board soon.
  - State Revolving Fund (SRF) Loan application was submitted on January 5<sup>th</sup>.
  - The next steps will be to receive SRF funding and award the construction contract.



3. Greenways Trail
  - Construction is underway. We have encountered some conflicts that are impacting the completion timeline. Staff anticipates resolving these conflicts soon and that the project delays will be minimal.
4. WCR 4 Bridge
  - Staff and engineers from Martin and Martin have begun work on this project. Several tasks have been initiated, including survey, geotechnical, environmental, and subsurface utility engineering (SUE)
  - A grant application for Off-System Bridge funds was submitted to the CDOT Special Highway Committee on October 27<sup>th</sup>.
  - Staff received notice from the Special Highway Committee that they would like additional structure types to be analyzed. They will make a partial award for this funding cycle for the design work completed to date, and the additional work they requested.
  - Staff will continue working with the Bridge Committee and CDOT to move this project forward as quickly as possible.
5. Water System Master Plan
  - Staff and consultants are working on this project. We are currently working on identifying upgrades to the existing system.
  - This project is scheduled for completion in early 2024.
6. Wastewater Treatment Plant Expansion Design
  - Staff and consultants are working on this project. We are working to identify absorption rates. This is a critical step to ensure the expansion capacity is adequate.
7. EPA Lead and Copper Rule Revisions
  - Recent EPA updates require water systems to complete a Service Line Inventory and replacement plan for pipes that contain suspect materials.
  - The Town has contracted 120Water to assist with these efforts, and work is underway on this project.
8. Intergovernmental Agreement (IGA) with Adams County to rehabilitate the Town-owned portion of WCR 2 / 168<sup>th</sup> Ave. East of I-76
  - The Board approved this IGA at the meeting on January 2.
  - Adams County will advertise the project in February, with work anticipated to begin in the summer.
9. Intergovernmental Agreement (IGA) with the City of Brighton for Traffic Signal Maintenance
  - Staff have been working with the City of Brighton to amend our current IGA for WCR 2 / 168<sup>th</sup> Ave. to include the operation and maintenance of Lochbuie-owned traffic signals on this road. Work on this agreement is ongoing.



## CONSTRUCTION

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### Lochbuie Station:

- Phase C –
  - All identified repairs have been completed, and staff issued construction acceptance of Phase C.

### Silver Peaks PA4: Phases 1A and 1B

- Over lot grading and installation of public improvements are complete
- Construction acceptance was issued on December 19, 2023

### Silver Peaks PA4: Phase 1C

- Over lot grading is underway

### Silver Peaks East

- A final acceptance walk was completed on October 31<sup>st</sup> to begin the final acceptance of the roadways.
- The developer has been provided with a list of required repairs to be completed before final acceptance is issued.

### CR 2 North Side Widening Phase 1 (Homestead Ave to the Silver Peaks Booster Station)

- Construction on this phase is expected to be completed near the beginning of 2024.
- Streetlights and sidewalks have been installed.
- Guardrail installation and median landscaping is in process.
- Installation of signage and pavement markings will take place soon after.

### CR 2 North Side Widening Phase 2 (Silver Peaks Booster Station to 50<sup>th</sup> Ave)

- Construction plans have been received and are under review.
- Staff comments are anticipated to be issued to the developer the week of January 15th

## ATTACHMENTS -

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None



## Agenda Item Summary (AIS)

MEETING DATE: January 16, 2024  
SUBJECT: Community Development Department – Monthly Report  
PRESENTED BY: Chris Kennedy, Community Development Director

### INTRODUCTION

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The purpose of this report is to provide the Board with information on current and ongoing development projects in various phases of approval and implementation. The following is a summary of the various types of projects that staff administers on a regular basis:

- a. **Under Construction/Site Work** – These are projects that have gone through the land use review process and received permits (grading, right-of-way, building) to begin construction. Significant infrastructure and earthwork projects are also included here.
- b. **Under Review** – Land developers submit proposals for annexation, zoning, subdivision and site-plans for review by Town engineers, attorneys, utility operators, planners and other relevant parties to ensure compliance with Town, state and other standards.
- c. **Inactive** – This category includes projects that have become inactive due to economic conditions or other reasons. Projects that remain inactive for extended periods of time will eventually be removed from the list altogether.
- d. **Administrative** – Community Development staff is also responsible for various administrative tasks involving maintenance of the land development code and comprehensive plan and other ongoing departmental operations.

NOTE: The attached maps depict construction projects in blue and projects under review in white.

### HIGHLIGHTS

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Staff is working with consultants and developers on projects of various types, but would like to highlight in this AIS the following efforts, which have seen the most activity recently:

1. **Starbucks Site Plan (under review)** – Staff continues to work with the Starbucks team to complete review of the plans for the coffee shop proposed in Lochbuie Center generally located at the southwest corner of CR 2/I-76. Final site plan revisions are being completed. Building permit applications for the construction of the coffee shop have been submitted.



2. **Comprehensive Plan Update (administrative)** – Staff continues to work with the consultants from Cushing Terrell to update the Town’s comprehensive plan. Staff scheduled a presentation by the consultants to share the results of the community outreach survey at the January 16, 2024 BOT meeting. An open house to share the progress on the plan that has been made to-date and take additional feedback has also been scheduled at Town Hall on February 14, 2024 from 5 – 6:30 p.m.
  
3. **Silver Peaks Commercial Subdivision, Kairoi MF (under review)** – Bromley development company has submitted a formal development application for the (approx.) 25-acre property generally located at the northwest corner of CR2 and Freestone St. The application contains a proposal to increase the number of permitted residential units on the property to allow for a 400-unit multi-family complex that would emulate the Kairoi development west of King Sooper’s off 50<sup>th</sup> St. in Brighton. The application also includes a plan to subdivide the property to create the parcel for the MF project along with eight commercial lots that would front primarily along CR 2 and allow for additional retail and service uses in town.
  
4. **Blue Lake Filing 2 (construction imminent)** – Developers of the Blue Lake subdivision are working to sell the remaining 194 lots in Filing 2 to a homebuilder who plans to begin construction of the required infrastructure to serve the lots as soon as possible. Once the infrastructure has been installed, home construction will begin as early as this summer.

## **ATTACHMENTS**

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- Community Development Report (table)
- Map: Active Review and Construction

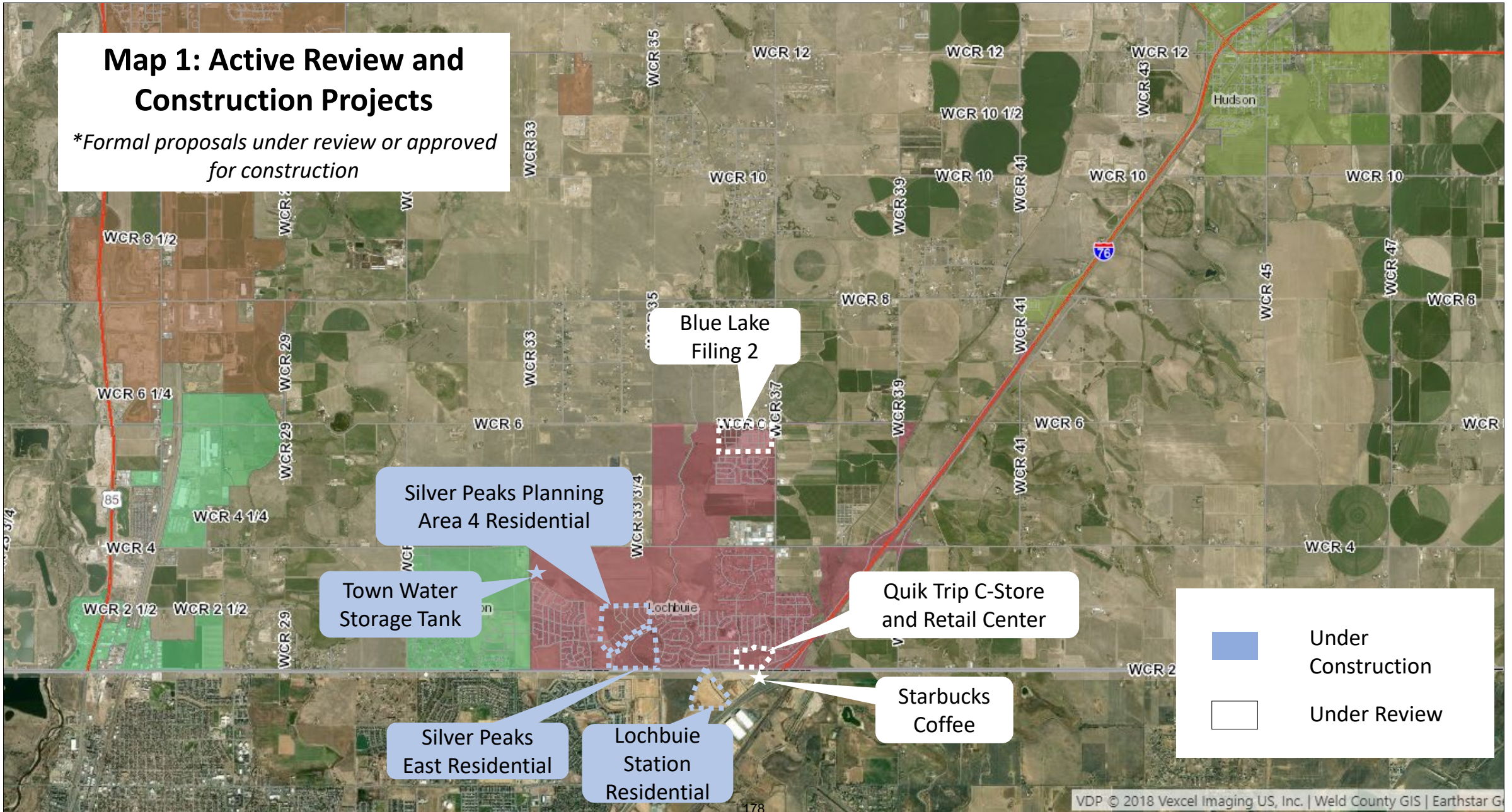
<b>Development Report: 1-16-24</b>				
<i>Project Name and Type</i>	<i>Project Description</i>	<i>Homes</i>	<i>Location</i>	<i>Status</i>
<b>Construction/Site Work</b>				
Blue Lake Filing 2 <i>Builder: Unknown</i>	Install infrastructure and construct homes on remaining lots in Filing 2.	194		<ul style="list-style-type: none"> <li>- Annexation agreement amended to delay widening of CR 37 in certain areas until the next filing of homes</li> <li>- Lots purchased by builder</li> <li>- Internal construction plans approved</li> <li>- Grading and development permit applications expected January/February 2024</li> </ul>
Silver Peaks Planning Area 4 <i>Builder: DR Horton</i>	Subdivision Improvement Agreement (SIA) approved and executed; property sold to builder for installation of infrastructure and construction of homes	248	NE corner King St/Pinnacle	<ul style="list-style-type: none"> <li>- Grading and infrastructure installation underway</li> <li>- Home construction underway</li> </ul>
Lochbuie Station <i>Builder: Horizon View</i>	Subdivision process complete; property sold to builder for installation of infrastructure and construction of homes	202	SW corner CR 2/ I-76	<ul style="list-style-type: none"> <li>- Phase A – infrastructure complete; home construction complete</li> <li>- Phase B – infrastructure complete; home construction nearing completion</li> <li>- Phase C – infrastructure complete; home construction underway</li> <li>- Nearing build-out for subdivision</li> </ul>
Silver Peaks East <i>Builder: DR Horton</i>	Subdivision process complete; property sold to builder for installation of infrastructure and construction of homes	160	NE corner CR 2/ King St	<ul style="list-style-type: none"> <li>- Infrastructure complete</li> <li>- Construction underway and nearing build-out</li> <li>- Permits for remaining lots in this phase likely issued in 2023</li> </ul>
CR2 Widening Project	Phase 1 – utility work/rebuild CR 2 bridge over Speer Canal Phase 2 – widen north portion of CR2.	N/A	P1: CR2 between N. 60 <sup>th</sup> and King St. P2: CR 2 from N. 50 <sup>th</sup> Ave to Homestead Ave	<ul style="list-style-type: none"> <li>- South side of CR2 widening complete</li> <li>- North side of CR2 widening underway</li> <li>- See Public Works report for more information</li> </ul>
Town Water Tank Site (in Silver Peaks North)	Design and construct elevated water tank and relevant site improvements	N/A	SE corner CR 4/50 <sup>th</sup>	<ul style="list-style-type: none"> <li>- Design and permitting underway</li> <li>- Contractor bids received December 2023; selection process ongoing</li> <li>- Construction anticipated 2024</li> <li>- See Public works report for more details</li> </ul>



<b>Development Report: 1-16-24</b>				
<i>Project Name and Type</i>	<i>Project Description</i>	<i>Homes</i>	<i>Location</i>	<i>Status</i>
<b>Entitlements Under Review</b>				
Kairoi MF and Mixed-use development in Silver Peaks (density transfer, replat)	Transfer density and plat site to allow for MF development and retail parcels adjacent to CR2	400	NE corner 50 <sup>th</sup> / CR 2	<ul style="list-style-type: none"> <li>- Formal application submitted and under review</li> <li>- BOT consideration anticipated late winter/spring 2024</li> </ul>
Starbucks Site Plan	Site plan for coffee shop and drive-through	N/A	Lochbuie Station commercial area near 7-Eleven	<ul style="list-style-type: none"> <li>- Plans close to complete</li> <li>- Building permit application submitted</li> </ul>
High Plains Subdivision Rezone (part of Quik Trip/High Plains Replat application)	Amend existing zoning from PUD to commercial zoning	N/A	NW corner CR 2/ I-76	<ul style="list-style-type: none"> <li>- Zoning approved by BOT 2-7-23</li> </ul>
High Plains Subdivision Replat (part of Quik Trip/High Plains Replat application)	Reconfigure existing subdivision to create new lots for Quik Trip and other retail businesses	N/A	NW corner CR 2/ I-76	<ul style="list-style-type: none"> <li>- Preliminary plat approved by BOT 2-21-23</li> <li>- Applicant indicated no concerns with general SIA terms</li> <li>- Remaining drainage engineering revisions being made to plans</li> <li>- Final BOT hearing initially scheduled for 1-16-24</li> <li>- On-site posting not completed by deadline</li> <li>- Hearing to be continued to 2-6-24</li> </ul>
Quick Trip C-Store Site Plan and Conditional Use (part of High Plains Replat application)	Proposed site plan for Quik Trip C-store and conditional use review to address transportation and other impacts related to high-traffic uses	N/A	NW corner CR 2/ I-76	<ul style="list-style-type: none"> <li>- Conditional Use Permit and Site Plan under review</li> <li>- See review status above</li> </ul>
Blue Lake Filing 2	Amend annexation agreement and SIA to delay further widening of CR 37 until more is known about the condition of the roadway; potential amendment to WRCA may also be required	194	SW corner of CR 37/CR 6	<ul style="list-style-type: none"> <li>- Amendment language approved by BOT 12-5-23</li> <li>- Potential WRCA pending</li> </ul>

# Map 1: Active Review and Construction Projects

*\*Formal proposals under review or approved for construction*



Blue Lake Filing 2

Silver Peaks Planning Area 4 Residential

Town Water Storage Tank

Silver Peaks East Residential

Lochbuie Station Residential

Quik Trip C-Store and Retail Center

Starbucks Coffee

Legend:

- Under Construction
- Under Review



## Agenda Item Summary

MEETING DATE: January 16, 2024

SUBJECT: Town Clerk Staff Report

PRESENTED BY: Heather Bowen, Town Clerk

- Resource Central: Below is a summary of our 2023 Annual Report. Lochbuie Residents had 10 Garden In A Box Kits available, 15 Slow The Flow Audits available, and we hosted one waterwise webinar.

### GARDEN IN A BOX

#### 2023 TOWN OF LOCHBUIE IMPACT

Xeric Garden In A Box kits sold	4
Total Garden In A Box kits sold	4
Claimed discount / Contracted discount	4/10
Unique participants	4
Percentage of first-time participants	100%
Estimated square feet of lawn converted to xeriscape	300
Estimated gallons of water saved (over the gardens' lifetime)	20,000

### SLOW THE FLOW

#### 2023 TOWN OF LOCHBUIE IMPACT

Residential sprinkler evaluations completed	2
Estimated gallons of water saved annually	10,000

For 2023, Slow the Flow associates found that the highest causes of excess water use were inefficient watering schedules and sprinkler inefficiencies.

### WATERWISE YARD SEMINARS

#### 2023 TOWN OF LOCHBUIE IMPACT

Total waterwise webinars	1
Total attendees	188
Total Lochbuie attendees	7
Total Lochbuie attendees across all webinars	9

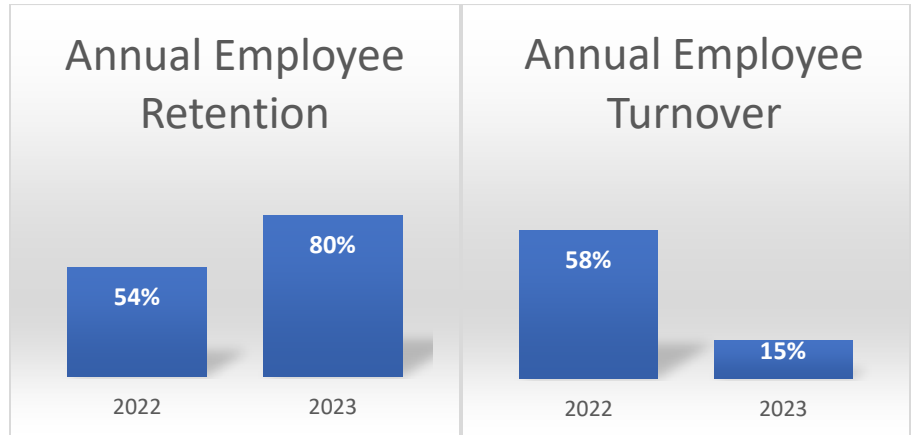
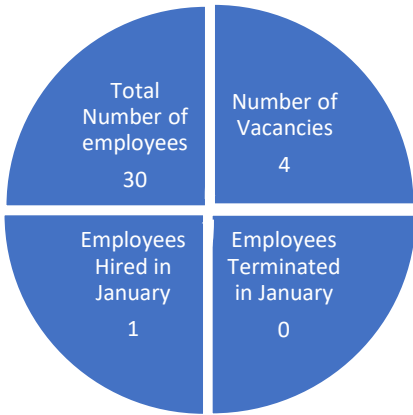
# Agenda Item Summary

MEETING DATE: January 16th, 2024

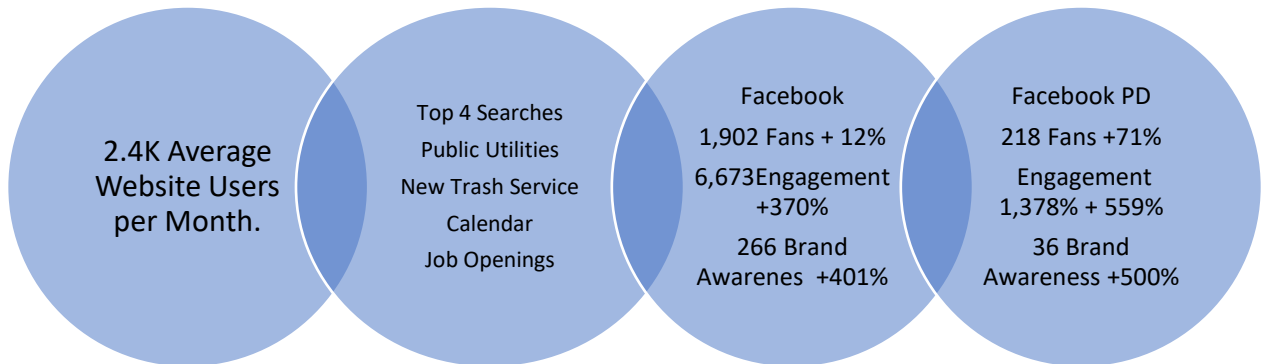
SUBJECT: Human Resources Staff Report

PRESENTED BY: Jhazmin Thomas, Human Resources Manager

## Employment Statistics



## Website and Facebook Statistics 2023



- Working on wrapping up open enrollment.
- Working on wrapping up salary market adjustments.
- Working on planning 2024 community events.



**Town Administrator Report  
January 16, 2024, Board of Trustees Meeting**

**TO:** Mayor, Mayor Pro-Tem, and Board of Trustees

**FROM:** A.J. Euckert - Town Administrator

**DATE:** January 16, 2024

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Our Annual Report is being finalized, and we anticipate that it will be available by the end of the month.

Now that the 2024 Budget has been adopted, I am creating a work plan for the priorities and projects identified by the Board.

A reminder that a Special Meeting will be held on Monday, February 12th, at 5:30 p.m.

**SAVE THE DATE** The Lochbuie 50<sup>th</sup> Anniversary Celebration will take place on **Saturday, September 21<sup>st</sup>**. We'll schedule a meeting with the Board committee to finalize details and begin sponsorship outreach.

Fiber internet service through Lumen is available to serve Town Hall. When it was researched several years ago, it was cost-prohibitive. Currently, it is much more economical.

As you know, the Board approved a campus fiber project. However, that was to connect the Town Hall with the modulars and water treatment plant. Although fiber internet service was not budgeted, we're gathering costs to initiate the project and will present information at a future Board meeting. It's becoming necessary to have the upload bandwidth that fiber provides as so many devices access the internet, in addition to nightly data backups and Police Department video uploads.