



**703 Weld County Road 37
BOARD OF TRUSTEES
REGULAR MEETING
February 6, 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

Michael Mahoney, Mayor

Jamie Jeffery, Mayor Pro Tem

May Wescott, Trustee

Dawn Coen, Trustee

Jacklyn White, Trustee

Kat Bristow, Trustee

Peggy Tapey, Trustee

4. APPROVAL OF AGENDA

5. LEGISLATIVE UPDATE

- a. Representative Gabe Evans

6. PUBLIC COMMENT

The Town Clerk will read into record any comments/questions that were received prior to the meeting.

Actions will not be taken at this time. Any Board of Trustee or Staff responses will be provisional. The Board of Trustees may provide consensus direction to Staff, for follow-up, at conclusion of comments.

7. CONSENT AGENDA

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

- a. Payment Approval Report (\$438,212.73) p. 3-13
- b. January 12, 2024 Special Meeting Minutes p. 14-15
- c. January 16, 2024 Minutes p. 16-20
- d. Resolution 2024-10 Approving The Form Of The State & Municipal Lease/Purchase Agreement With Clayton Holdings, LLC, St. Louis, Missouri And Authorizing The Execution And Delivery Thereof p. 21-48
- e. Resolution 2024-11 Approving An Engagement Agreement For Legal Services With Brownstein Hyatt Farber Schreck, LLP p. 49-57
- f. Resolution 2024-12 Approving A Proposal From Galloway For Professional Services p. 58-70
- g. Resolution 2024-13 Approving The Highplains Filing No. 1, Amendment No. 1 Final Plat And The Subdivision Improvement Agreement Between The Town And QuikTrip Corporation p. 71-106

8. ACTION ITEMS

- a. Public hearing and Resolution 2024-14 Approving A Conditional Use Application For The Operation Of A Motor Vehicle Fueling/Gasoline Station At 17731 County Road 2 On Lot 1, Highplains Filing No. 1, Amendment No. 1 Near The Northeast Corner Of 168th Avenue And Bonanza Boulevard p. 107-132
- b. Resolution 2024-15 Selecting A Contractor From Amongst Bidders For Construction Of An Elevated Two Million Gallon Water Tank And Authorizing The Town Administrator To Execute An Agreement For Such Construction Contingent On Final Funding Approval p. 133-219
- c. Resolution 2024-16 Approving Three Agreements With Resource Central For 2024 For (A) Garden In A Box Program, (B) Slow The Flow Irrigation Audit Program, And (C) Waterwise Yard Seminars Program p. 220-261

9. STAFF AND ATTORNEY UPDATES

10. MAYOR AND TRUSTEE COMMENTS

11. EXECUTIVE SESSION

- a. Executive Session pursuant to CRS Section 24-6-402(4)(b) with Special counsel to receive legal advice regarding the public library.

12. 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
120 WATER AUDIT INC.						
120 WATER AUDIT INC.	4769	PUBLIC WATER SYSTEM SUBSCRIPTION	01/19/2024	3,845.00	3,845.00	01/30/2024
Total 120 WATER AUDIT INC.:				3,845.00	3,845.00	
24/7 NETWORKS LLC						
24/7 NETWORKS LLC	INV109860	2024 Annual Maintenance Phone Handsets	01/21/2024	15.52	15.52	01/30/2024
24/7 NETWORKS LLC	INV109860	2024 Annual Maintenance Phone Handsets	01/21/2024	38.80	38.80	01/30/2024
24/7 NETWORKS LLC	INV109860	2024 Annual Maintenance Phone Handsets	01/21/2024	7.76	7.76	01/30/2024
24/7 NETWORKS LLC	INV109860	2024 Annual Maintenance Phone Handsets	01/21/2024	7.76	7.76	01/30/2024
24/7 NETWORKS LLC	INV109860	2024 Annual Maintenance Phone Handsets	01/21/2024	7.76	7.76	01/30/2024
24/7 NETWORKS LLC	INV109860	2024 Annual Maintenance Phone Handsets	01/21/2024	77.61	77.61	01/30/2024
24/7 NETWORKS LLC	INV109860	2024 Annual Maintenance Phone Handsets	01/21/2024	77.61	77.61	01/30/2024
Total 24/7 NETWORKS LLC:				232.82	232.82	
ADAMSON POLICE PRODUCTS						
ADAMSON POLICE PRODUCTS	INV407947	PD - ODNEAL	01/08/2024	945.86	945.86	01/30/2024
ADAMSON POLICE PRODUCTS	INV407949	Uniform - PD - SOUTHARD	01/08/2024	117.00	117.00	01/30/2024
ADAMSON POLICE PRODUCTS	INV408175	PD - ODNEAL	01/08/2024	82.74	82.74	01/30/2024
ADAMSON POLICE PRODUCTS	INV408478	Uniform - PD-orlando	01/17/2024	158.40	158.40	01/30/2024
ADAMSON POLICE PRODUCTS	INV408754	Uniform - PD-orlando	01/22/2024	169.20	169.20	01/30/2024
Total ADAMSON POLICE PRODUCTS:				1,473.20	1,473.20	
AGFINITY, INC						
AGFINITY, INC	W22278-22967	12/23 WWTP Propane	12/31/2023	2,018.19	2,018.19	01/30/2024
Total AGFINITY, INC:				2,018.19	2,018.19	
AMAZON CAPITAL SERVICES						
AMAZON CAPITAL SERVICES	17XN-9HR1-YP	PW Supplies	01/08/2024	339.27	339.27	01/30/2024
AMAZON CAPITAL SERVICES	17XN-9HR1-YP	PW Supplies	01/08/2024	339.27	339.27	01/30/2024
AMAZON CAPITAL SERVICES	19LN-J694-R3P	Supplies	01/26/2024	27.66	27.66	01/30/2024
AMAZON CAPITAL SERVICES	19LN-J694-R3P	Supplies	01/26/2024	27.66	27.66	01/30/2024
AMAZON CAPITAL SERVICES	19LN-J694-R3P	Supplies	01/26/2024	27.66	27.66	01/30/2024
AMAZON CAPITAL SERVICES	1CW1-YCCM-N	CREDIT	01/17/2024	592.99-	592.99-	01/30/2024
AMAZON CAPITAL SERVICES	1FCY-3GRL-4H	Wellness supplies	01/28/2024	32.71	32.71	01/30/2024
AMAZON CAPITAL SERVICES	1FCY-3GRL-4H	Wellness supplies	01/28/2024	10.74	10.74	01/30/2024
AMAZON CAPITAL SERVICES	1FCY-3GRL-4H	Wellness supplies	01/28/2024	5.37	5.37	01/30/2024
AMAZON CAPITAL SERVICES	1GJ9-GMYM-J1	Supplies	01/20/2024	50.58	50.58	01/30/2024
AMAZON CAPITAL SERVICES	1GJ9-GMYM-J1	Supplies	01/20/2024	50.58	50.58	01/30/2024
AMAZON CAPITAL SERVICES	1GJ9-GMYM-J1	Supplies	01/20/2024	50.58	50.58	01/30/2024
AMAZON CAPITAL SERVICES	1LN3-RX1P-D9	Supplies	01/20/2024	30.73	30.73	01/30/2024
AMAZON CAPITAL SERVICES	1LN3-RX1P-D9	Supplies	01/20/2024	30.73	30.73	01/30/2024
AMAZON CAPITAL SERVICES	1LN3-RX1P-D9	Supplies	01/20/2024	30.73	30.73	01/30/2024
AMAZON CAPITAL SERVICES	1NLH=H4HF-9F	PW Supplies	01/19/2024	236.80	236.80	01/30/2024
AMAZON CAPITAL SERVICES	1NLH=H4HF-9F	PW Supplies	01/19/2024	236.80	236.80	01/30/2024
AMAZON CAPITAL SERVICES	1NQD-1MFT-PT	PW Supplies	01/17/2024	62.49	62.49	01/30/2024
AMAZON CAPITAL SERVICES	1NWQ-7NP6-M	PW Supplies - pest control	01/11/2024	128.24	128.24	01/30/2024
AMAZON CAPITAL SERVICES	1PJ4-N3N4-1W	Supplies - PD	01/29/2024	38.80	38.80	01/30/2024
AMAZON CAPITAL SERVICES	1RD1-QRC4-K	Supplies - PD	01/25/2024	46.44	46.44	01/30/2024

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
AMAZON CAPITAL SERVICES	1T1N-3J6L-HW	Supplies - tax envelopes	01/16/2024	4.66	4.66	01/30/2024
AMAZON CAPITAL SERVICES	1T1N-3J6L-HW	Supplies - tax envelopes	01/16/2024	4.66	4.66	01/30/2024
AMAZON CAPITAL SERVICES	1T1N-3J6L-HW	Supplies - tax envelopes	01/16/2024	4.67	4.67	01/30/2024
AMAZON CAPITAL SERVICES	1WTH-H3DX-3	PW Supplies	01/08/2024	98.26	98.26	01/30/2024
AMAZON CAPITAL SERVICES	1WTH-H3DX-3	PW Supplies	01/08/2024	98.27	98.27	01/30/2024
Total AMAZON CAPITAL SERVICES:				1,421.36	1,421.36	
AMERICAN CONSERVATION & BILLING SOLUTION						
AMERICAN CONSERVATION &	16251	2/24-AquaHawk Customer Portal	01/01/2024	530.00	530.00	01/30/2024
Total AMERICAN CONSERVATION & BILLING SOLUTION:				530.00	530.00	
AMERICAN HERITAGE LIFE INS						
AMERICAN HERITAGE LIFE INS	JAN 2024	1/24 - Accident Insurance	01/23/2024	3.41	3.41	01/30/2024
AMERICAN HERITAGE LIFE INS	JAN 2024	1/24 - Accident Insurance	01/23/2024	36.33	36.33	01/30/2024
AMERICAN HERITAGE LIFE INS	JAN 2024	1/24 - Accident Insurance	01/23/2024	21.79	21.79	01/30/2024
AMERICAN HERITAGE LIFE INS	JAN 2024	1/24 - Accident Insurance	01/23/2024	245.30	245.30	01/30/2024
AMERICAN HERITAGE LIFE INS	JAN 2024	1/24 - Accident Insurance	01/23/2024	27.55	27.55	01/30/2024
AMERICAN HERITAGE LIFE INS	JAN 2024	1/24 - Accident Insurance	01/23/2024	16.52	16.52	01/30/2024
AMERICAN HERITAGE LIFE INS	JAN 2024	1/24 - Accident Insurance	01/23/2024	16.52	16.52	01/30/2024
AMERICAN HERITAGE LIFE INS	JAN 2024	1/24 - Accident Insurance	01/23/2024	37.89	37.89	01/30/2024
AMERICAN HERITAGE LIFE INS	JAN 2024	1/24 - Accident Insurance	01/23/2024	16.52	16.52	01/30/2024
AMERICAN HERITAGE LIFE INS	JAN 2024	1/24 - Accident Insurance	01/23/2024	27.06	27.06	01/30/2024
AMERICAN HERITAGE LIFE INS	JAN 2024	1/24 - Accident Insurance	01/23/2024	5.51	5.51	01/30/2024
Total AMERICAN HERITAGE LIFE INS:				454.40	454.40	
AQUA ENGINEERING						
AQUA ENGINEERING	26980	12/23-WWMP Consultant	01/23/2024	17,880.00	17,880.00	01/30/2024
Total AQUA ENGINEERING:				17,880.00	17,880.00	
ARIES CHEMICAL INC						
ARIES CHEMICAL INC	107579	WWTP CHEMICALS	01/08/2024	4,298.00	4,298.00	01/30/2024
Total ARIES CHEMICAL INC:				4,298.00	4,298.00	
AXON ENTERPRISE INC						
AXON ENTERPRISE INC	INUS5220429	PD Equipment - Taser cert	01/15/2024	6,899.72	6,899.72	01/30/2024
Total AXON ENTERPRISE INC:				6,899.72	6,899.72	
BISHOP-BROGDEN ASSOCIATES, INC						
BISHOP-BROGDEN ASSOCIATE	53478	1/24 General Water Services	01/15/2024	2,201.25	2,201.25	01/30/2024
BISHOP-BROGDEN ASSOCIATE	53479	1/24 - Beebe Draw	01/15/2024	1,662.50	1,662.50	01/30/2024
BISHOP-BROGDEN ASSOCIATE	53480	1/24 Water Supply Master Plan	01/15/2024	1,524.50	1,524.50	01/30/2024
BISHOP-BROGDEN ASSOCIATE	53481	1/24 - Reimb - Silver Peaks East	01/15/2024	333.25	333.25	01/30/2024
Total BISHOP-BROGDEN ASSOCIATES, INC:				5,721.50	5,721.50	
BRIGHTON AUTO BODY INC						
BRIGHTON AUTO BODY INC	26634	PD UNIT 2002	01/04/2024	453.88	453.88	01/30/2024
Total BRIGHTON AUTO BODY INC:				453.88	453.88	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
BURLINGTON DITCH RESERVOIR & LAND CO						
BURLINGTON DITCH RESERVO	0003547-IN	2024 Water Assess - 4 shares	01/09/2024	40.00	40.00	01/30/2024
Total BURLINGTON DITCH RESERVOIR & LAND CO:				40.00	40.00	
CENTURY LINK						
CENTURY LINK	1343 295B-122	2/24-303-659-1343-WW Plant	01/22/2024	149.26	149.26	01/30/2024
CENTURY LINK	2474-11324	2/24-303-637-2474-Water Plant	01/13/2024	174.39	174.39	01/30/2024
Total CENTURY LINK:				323.65	323.65	
CHILDREN'S HOSPITAL COLORADO						
CHILDREN'S HOSPITAL COLOR	ML00001777	case # 23-lo00746	11/09/2023	800.00	800.00	01/30/2024
Total CHILDREN'S HOSPITAL COLORADO:				800.00	800.00	
CINTAS						
CINTAS	4180198852	1/24-Town Hall Mats/Towels	01/15/2024	52.39	52.39	01/30/2024
CINTAS	4180911513	1/24-Town Hall Mats/Towels	01/22/2024	52.39	52.39	01/30/2024
CINTAS	4181630545	1/24-Town Hall Mats/Towels	01/29/2024	52.39	52.39	01/30/2024
Total CINTAS:				157.17	157.17	
CIVICPLUS						
CIVICPLUS	290484	2024 Web Subscription - AUDIOEYE	01/17/2024	1,583.33	1,583.33	01/30/2024
CIVICPLUS	290484	2024 Web Subscription - AUDIOEYE	01/17/2024	1,583.33	1,583.33	01/30/2024
CIVICPLUS	290484	2024 Web Subscription - AUDIOEYE	01/17/2024	1,583.34	1,583.34	01/30/2024
Total CIVICPLUS:				4,750.00	4,750.00	
COBRAHELP						
COBRAHELP	305423	1/24 Cobra Consultant	01/15/2024	35.00	35.00	01/30/2024
Total COBRAHELP:				35.00	35.00	
COLORADO ANALYTICAL LAB						
COLORADO ANALYTICAL LAB	240104138	WASTEWATER TESTING	01/12/2024	81.00	81.00	01/30/2024
COLORADO ANALYTICAL LAB	240110083	WATER-DRINKING	01/16/2024	16.20	16.20	01/30/2024
COLORADO ANALYTICAL LAB	240110096	WASTEWATER TESTING	01/19/2024	140.40	140.40	01/30/2024
COLORADO ANALYTICAL LAB	240110111	WASTEWATER TESTING	01/22/2024	999.91	999.91	01/30/2024
COLORADO ANALYTICAL LAB	240110112	WATER-DRINKING	01/19/2024	136.80	136.80	01/30/2024
COLORADO ANALYTICAL LAB	240110116	WATER-DRINKING	01/17/2024	460.00	460.00	01/30/2024
COLORADO ANALYTICAL LAB	240111009	WASTEWATER TESTING	01/19/2024	423.00	423.00	01/30/2024
COLORADO ANALYTICAL LAB	240117045	WATER-DRINKING	01/18/2024	82.80	82.80	01/30/2024
COLORADO ANALYTICAL LAB	240117087	WASTEWATER TESTING	01/18/2024	24.30	24.30	01/30/2024
COLORADO ANALYTICAL LAB	240117114	WASTEWATER TESTING	01/24/2024	81.00	81.00	01/30/2024
COLORADO ANALYTICAL LAB	240122047	WATER-DRINKING	01/23/2024	82.80	82.80	01/30/2024
COLORADO ANALYTICAL LAB	240124040	WASTEWATER TESTING	01/29/2024	16.20	16.20	01/30/2024
COLORADO ANALYTICAL LAB	240124050	WWTP - Lab Fees	01/30/2024	81.00	81.00	01/30/2024
COLORADO ANALYTICAL LAB	240124087	WATER-DRINKING	01/25/2024	62.10	62.10	01/30/2024
Total COLORADO ANALYTICAL LAB:				2,687.51	2,687.51	
COLORADO COMMUNITY MEDIA						
COLORADO COMMUNITY MEDI	104206	12/23-Legal Notices-Ord 2024-688/687	01/12/2024	56.40	56.40	01/30/2024
COLORADO COMMUNITY MEDI	104915	1/24-Legal Notices-Ord BSB2945/BSB2947	01/26/2024	57.72	57.72	01/30/2024

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total COLORADO COMMUNITY MEDIA:				114.12	114.12	
COLORADO DOORWAYS INC						
COLORADO DOORWAYS INC	992130	ACCESS CONTROL LABOR	01/12/2024	377.50	377.50	01/30/2024
COLORADO DOORWAYS INC	992130	ACCESS CONTROL LABOR	01/12/2024	377.50	377.50	01/30/2024
COLORADO DOORWAYS INC	992130	ACCESS CONTROL LABOR	01/12/2024	377.50	377.50	01/30/2024
COLORADO DOORWAYS INC	992130	ACCESS CONTROL LABOR	01/12/2024	377.50	377.50	01/30/2024
Total COLORADO DOORWAYS INC:				1,510.00	1,510.00	
Comcast						
Comcast	0288526-11624	2/24-Internet	01/16/2024	106.31	106.31	01/30/2024
Comcast	0288526-11624	2/24-Internet	01/16/2024	106.30	106.30	01/30/2024
Comcast	0288526-11624	2/24-Internet	01/16/2024	106.30	106.30	01/30/2024
Total Comcast:				318.91	318.91	
CONSOR ENGINEERS LLC						
CONSOR ENGINEERS LLC	P170264CO.00-	12/23 - SP PA4	01/11/2024	910.00	910.00	01/30/2024
CONSOR ENGINEERS LLC	P170264CO.00-	12/23 - Starbucks	01/11/2024	65.00	65.00	01/30/2024
CONSOR ENGINEERS LLC	P170264CO.00-	12/23 - SP no3	01/11/2024	552.50	552.50	01/30/2024
CONSOR ENGINEERS LLC	P170264CO.00-	12/23 - MIRACLE-GRO	01/11/2024	260.00	260.00	01/30/2024
CONSOR ENGINEERS LLC	P170264CO.00-	12/23 - PROJECT MANAGEMENT	01/11/2024	65.00	65.00	01/30/2024
CONSOR ENGINEERS LLC	P170264CO.00-	12/23 -SMALLER TASKS	01/11/2024	1,460.00	1,460.00	01/30/2024
CONSOR ENGINEERS LLC	P170264CO.00-	12/23 -MEETING	01/11/2024	292.50	292.50	01/30/2024
CONSOR ENGINEERS LLC	P170264CO.00-	12/23 - 2023 Comp Plan	01/11/2024	130.00	130.00	01/30/2024
Total CONSOR ENGINEERS LLC:				3,735.00	3,735.00	
COREN PRINTING , INC						
COREN PRINTING , INC	33612	Business Cards-GRECO/ODNEAL	12/22/2023	184.92	184.92	01/30/2024
Total COREN PRINTING , INC:				184.92	184.92	
DENALI WATER SOLUTIONS LLC						
DENALI WATER SOLUTIONS LL	INV709261	1/3-1/5-Sludge Hauling	01/11/2024	2,654.09	2,654.09	01/30/2024
DENALI WATER SOLUTIONS LL	INV714353	1/8-1/11-Sludge Hauling	01/18/2024	3,280.19	3,280.19	01/30/2024
DENALI WATER SOLUTIONS LL	INV720215	1/17-1/19-Sludge Hauling	01/25/2024	2,270.53	2,270.53	01/30/2024
Total DENALI WATER SOLUTIONS LLC:				8,204.81	8,204.81	
DENISE RADEMACHER						
DENISE RADEMACHER	SAFEWAY 0129	Wellness Supplies	01/29/2024	5.74	.00	
DENISE RADEMACHER	SAFEWAY 0129	Wellness Supplies	01/29/2024	5.75	.00	
DENISE RADEMACHER	SAFEWAY 0129	Wellness Supplies	01/29/2024	5.75	.00	
Total DENISE RADEMACHER:				17.24	.00	
DOUGLAS COUNTY SHERIFF'S OFFICE						
DOUGLAS COUNTY SHERIFF'S	2024SOTAR	2024 SOTAR System User Fee	01/10/2024	1,500.00	1,500.00	01/30/2024
Total DOUGLAS COUNTY SHERIFF'S OFFICE:				1,500.00	1,500.00	
DRIVEN BRANDS, INC						
DRIVEN BRANDS, INC	66663341	BALANCE REFUND	12/31/2023	2,943.41	2,943.41	01/30/2024

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total DRIVEN BRANDS, INC:				2,943.41	2,943.41	
EQUIPMENTSHARE.COM INC						
EQUIPMENTSHARE.COM INC	LUP-3481080-0	Equipment Rental-Skid Steer / Skid Loader	01/23/2024	2,958.80	.00	
EQUIPMENTSHARE.COM INC	LUP-3501476-0	Equipment Rental-Track Excavator	01/25/2024	1,647.85	.00	
EQUIPMENTSHARE.COM INC	LUP-3501476-0	Equipment Rental-Excavator	01/25/2024	1,374.03	.00	
Total EQUIPMENTSHARE.COM INC:				5,980.68	.00	
ERB ELEMENT						
ERB ELEMENT	15	2/24-Marketing Services	01/23/2024	666.66	666.66	01/30/2024
ERB ELEMENT	15	2/24-Marketing Services	01/23/2024	666.67	666.67	01/30/2024
ERB ELEMENT	15	2/24-Marketing Services	01/23/2024	666.67	666.67	01/30/2024
Total ERB ELEMENT:				2,000.00	2,000.00	
HOME DEPOT CREDIT SERVICES						
HOME DEPOT CREDIT SERVIC	2465-01122024	Supplies - PW	01/12/2024	74.20	74.20	01/30/2024
HOME DEPOT CREDIT SERVIC	2465-01122024	Supplies - PW	01/12/2024	74.48	74.48	01/30/2024
HOME DEPOT CREDIT SERVIC	2465-01122024	Supplies - PW	01/12/2024	19.95	19.95	01/30/2024
HOME DEPOT CREDIT SERVIC	2465-01122024	Supplies - PW	01/12/2024	19.96	19.96	01/30/2024
HOME DEPOT CREDIT SERVIC	2465-01122024	Supplies - Water	01/12/2024	79.97	79.97	01/30/2024
HOME DEPOT CREDIT SERVIC	2465-01122024	Supplies - WW	01/12/2024	52.46	52.46	01/30/2024
HOME DEPOT CREDIT SERVIC	2465-01122024	Supplies - PW	01/12/2024	62.28	62.28	01/30/2024
Total HOME DEPOT CREDIT SERVICES:				383.30	383.30	
IACP						
IACP	0327114	2024 Dues	12/20/2023	190.00	190.00	01/30/2024
Total IACP:				190.00	190.00	
ICMA						
ICMA	513669	2024 Dues	01/28/2024	397.64	397.64	01/30/2024
ICMA	513669	2024 Dues	01/28/2024	397.64	397.64	01/30/2024
ICMA	513669	2024 Dues	01/28/2024	397.64	397.64	01/30/2024
Total ICMA:				1,192.92	1,192.92	
JASMINE SCAGGIARI						
JASMINE SCAGGIARI	2023-EDUCATI	2023- EDUCATION REIMBURSEMENT	01/25/2024	805.16	805.16	01/30/2024
JASMINE SCAGGIARI	2023-EDUCATI	2023- EDUCATION REIMBURSEMENT	01/25/2024	805.17	805.17	01/30/2024
JASMINE SCAGGIARI	2023-EDUCATI	2023- EDUCATION REIMBURSEMENT	01/25/2024	805.17	805.17	01/30/2024
Total JASMINE SCAGGIARI:				2,415.50	2,415.50	
JOHN E. REID & ASSOCIATES, INC						
JOHN E. REID & ASSOCIATES, I	9CE2C495-001	PD Interview/Interrogation Tech.SMITH/ALMIR	01/17/2024	1,260.00	1,260.00	01/30/2024
Total JOHN E. REID & ASSOCIATES, INC:				1,260.00	1,260.00	
JVA INC						
JVA INC	13343	11/23 - Elevated Water Storage Tank Design	11/30/2023	43,000.00	43,000.00	01/30/2024
JVA INC	13579	12/23 - Elevated Water Storage Tank Design	12/31/2023	21,000.00	21,000.00	01/30/2024

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total JVA INC:				64,000.00	64,000.00	
KAISER PERMANENTE						
KAISER PERMANENTE	FEB-24	2/24 - Health Insurance	01/15/2024	349.59	349.59	01/30/2024
KAISER PERMANENTE	FEB-24	2/24 - Health Insurance	01/15/2024	486.88	486.88	01/30/2024
KAISER PERMANENTE	FEB-24	2/24 - Health Insurance	01/15/2024	1,339.87	1,339.87	01/30/2024
KAISER PERMANENTE	FEB-24	2/24 - Health Insurance	01/15/2024	6,312.63	6,312.63	01/30/2024
KAISER PERMANENTE	FEB-24	2/24 - Health Insurance	01/15/2024	1,433.57	1,433.57	01/30/2024
KAISER PERMANENTE	FEB-24	2/24 - Health Insurance	01/15/2024	338.17	338.17	01/30/2024
KAISER PERMANENTE	FEB-24	2/24 - Health Insurance	01/15/2024	338.16	338.16	01/30/2024
KAISER PERMANENTE	FEB-24	2/24 - Health Insurance	01/15/2024	2,123.49	2,123.49	01/30/2024
KAISER PERMANENTE	FEB-24	2/24 - Health Insurance	01/15/2024	338.16	338.16	01/30/2024
KAISER PERMANENTE	FEB-24	2/24 - Health Insurance	01/15/2024	1,483.68	1,483.68	01/30/2024
KAISER PERMANENTE	FEB-24	2/24 - Health Insurance	01/15/2024	112.72	112.72	01/30/2024
Total KAISER PERMANENTE:				14,656.92	14,656.92	
KONICA MINOLTA BUSINESS SOLUTIONS						
KONICA MINOLTA BUSINESS S	291609340	1/24-Copier Lease-PD	01/18/2024	231.30	231.30	01/30/2024
Total KONICA MINOLTA BUSINESS SOLUTIONS:				231.30	231.30	
KONICA MINOLTA PREMIER FINANCE						
KONICA MINOLTA PREMIER FIN	51994619	2/24 Copier Lease	01/09/2024	43.96	43.96	01/30/2024
KONICA MINOLTA PREMIER FIN	51994619	2/24 Copier Lease	01/09/2024	43.96	43.96	01/30/2024
KONICA MINOLTA PREMIER FIN	51994619	2/24 Copier Lease	01/09/2024	43.97	43.97	01/30/2024
Total KONICA MINOLTA PREMIER FINANCE:				131.89	131.89	
LINGO TELECOM						
LINGO TELECOM	1197572423	12/23-Telephone Service	01/01/2024	73.63	73.63	01/30/2024
LINGO TELECOM	1197572423	12/23-Telephone Service	01/01/2024	73.63	73.63	01/30/2024
LINGO TELECOM	1197572423	12/23-Telephone Service	01/01/2024	73.63	73.63	01/30/2024
Total LINGO TELECOM:				220.89	220.89	
LONG BUILDING TECHNOLOGIES INC						
LONG BUILDING TECHNOLOGI	SCPA0067365	1/24-HVAC Monthly Fee	01/10/2024	77.00	77.00	01/30/2024
LONG BUILDING TECHNOLOGI	SCPA0067365	1/24-HVAC Monthly Fee	01/10/2024	77.00	77.00	01/30/2024
LONG BUILDING TECHNOLOGI	SCPA0067365	1/24-HVAC Monthly Fee	01/10/2024	77.00	77.00	01/30/2024
LONG BUILDING TECHNOLOGI	SCPA0067365	1/24-HVAC Monthly Fee	01/10/2024	77.00	77.00	01/30/2024
Total LONG BUILDING TECHNOLOGIES INC:				308.00	308.00	
Longmont Area HR Roundtable						
Longmont Area HR Roundtable	368	2024 HR Dues	01/15/2024	41.66	41.66	01/30/2024
Longmont Area HR Roundtable	368	2024 HR Dues	01/15/2024	41.67	41.67	01/30/2024
Longmont Area HR Roundtable	368	2024 HR Dues	01/15/2024	41.67	41.67	01/30/2024
Total Longmont Area HR Roundtable:				125.00	125.00	
LOWE'S						
LOWE'S	6580536-1223	Town Hall R&M	01/02/2024	147.15	147.15	01/30/2024
Total LOWE'S:				147.15	147.15	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
MARTIN/MARTIN CONSULTING ENGINEERS						
MARTIN/MARTIN CONSULTING	19.0580-00323	YTD 11/30/23 - WCR4 BRIDGE	12/15/2023	3,015.75	3,015.75	01/30/2024
MARTIN/MARTIN CONSULTING	19.0580-00324	YTD 12/31/23 - Greenway Trail	01/12/2024	10,082.50	10,082.50	01/30/2024
MARTIN/MARTIN CONSULTING	19.0580-00325	YTD 12/31/23 - WCR4 BRIDGE	01/21/2024	106,839.26	106,839.26	01/30/2024
MARTIN/MARTIN CONSULTING	19.0580-00326	11/23-General Eng Services	01/30/2024	4,015.00	.00	
MARTIN/MARTIN CONSULTING	19.0580-00327	11/23-Lochbuie Center Reimbursable	01/30/2024	1,082.50	.00	
MARTIN/MARTIN CONSULTING	19.0580-00328	11/23-SPE Reimbursable	01/30/2024	460.00	.00	
MARTIN/MARTIN CONSULTING	19.0580-00329	11/23-Blue Lake Reimbursable	01/30/2024	1,417.50	.00	
MARTIN/MARTIN CONSULTING	19.0580-00330	11/23-SP PA 4 Block 20 Reimbursable	01/30/2024	11,062.50	.00	
MARTIN/MARTIN CONSULTING	19.0580-00331	11/23-CR 2 Widening - Walton - Reimbursable	01/30/2024	4,500.00	.00	
MARTIN/MARTIN CONSULTING	19.0580-00332	11/23-Elevated Water Tank	01/30/2024	1,350.00	.00	
MARTIN/MARTIN CONSULTING	19.0580-00333	11/23-Quiktrip Reimbursable	01/30/2024	885.00	.00	
MARTIN/MARTIN CONSULTING	19.0580-00334	11/23-SP Filing #3 - Reimbursable	01/30/2024	3,241.25	.00	
MARTIN/MARTIN CONSULTING	19.0580-00335	11/23-BNSF Development	01/30/2024	940.00	.00	
MARTIN/MARTIN CONSULTING	19.0580-00336	11/23-Altimira	01/30/2024	235.00	.00	
MARTIN/MARTIN CONSULTING	19.0580-00337	11/30-Starbucks Reimbursable	01/30/2024	1,050.00	.00	
Total MARTIN/MARTIN CONSULTING ENGINEERS:				150,176.26	119,937.51	
MEDICAL AIR SERVICES ASSOCIATION						
MEDICAL AIR SERVICES ASSO	1729870	1/24 - Medical Transport Insurance	01/01/2024	2.10	2.10	01/30/2024
MEDICAL AIR SERVICES ASSO	1729870	1/24 - Medical Transport Insurance	01/01/2024	7.70	7.70	01/30/2024
MEDICAL AIR SERVICES ASSO	1729870	1/24 - Medical Transport Insurance	01/01/2024	15.40	15.40	01/30/2024
MEDICAL AIR SERVICES ASSO	1729870	1/24 - Medical Transport Insurance	01/01/2024	116.90	116.90	01/30/2024
MEDICAL AIR SERVICES ASSO	1729870	1/24 - Medical Transport Insurance	01/01/2024	14.00	14.00	01/30/2024
MEDICAL AIR SERVICES ASSO	1729870	1/24 - Medical Transport Insurance	01/01/2024	21.00	21.00	01/30/2024
MEDICAL AIR SERVICES ASSO	1729870	1/24 - Medical Transport Insurance	01/01/2024	21.00	21.00	01/30/2024
MEDICAL AIR SERVICES ASSO	1729870	1/24 - Medical Transport Insurance	01/01/2024	23.10	23.10	01/30/2024
MEDICAL AIR SERVICES ASSO	1729870	1/24 - Medical Transport Insurance	01/01/2024	21.00	21.00	01/30/2024
MEDICAL AIR SERVICES ASSO	1729870	1/24 - Medical Transport Insurance	01/01/2024	16.80	16.80	01/30/2024
MEDICAL AIR SERVICES ASSO	1729870	1/24 - Medical Transport Insurance	01/01/2024	7.00	7.00	01/30/2024
Total MEDICAL AIR SERVICES ASSOCIATION:				266.00	266.00	
MELISSA SANCHEZ						
MELISSA SANCHEZ	23LO00293-1	BOND MONEY	01/17/2024	500.00	500.00	01/23/2024
Total MELISSA SANCHEZ:				500.00	500.00	
MIGUEL IRAOLA						
MIGUEL IRAOLA	01242024	1/24-Court Interpreter	01/24/2024	155.00	.00	
Total MIGUEL IRAOLA:				155.00	.00	
MUTUAL OF OMAHA						
MUTUAL OF OMAHA	001644826038	2/24 - Dental/Vision/Life/Disability	01/18/2024	5.72	5.72	01/30/2024
MUTUAL OF OMAHA	001644826038	2/24 - Dental/Vision/Life/Disability	01/18/2024	9.92	9.92	01/30/2024
MUTUAL OF OMAHA	001644826038	2/24 - Dental/Vision/Life/Disability	01/18/2024	78.53	78.53	01/30/2024
MUTUAL OF OMAHA	001644826038	2/24 - Dental/Vision/Life/Disability	01/18/2024	44.72-	44.72-	01/30/2024
MUTUAL OF OMAHA	001644826038	2/24 - Dental/Vision/Life/Disability	01/18/2024	12.58	12.58	01/30/2024
MUTUAL OF OMAHA	001644826038	2/24 - Dental/Vision/Life/Disability	01/18/2024	59.13	59.13	01/30/2024
MUTUAL OF OMAHA	001644826038	2/24 - Dental/Vision/Life/Disability	01/18/2024	59.13	59.13	01/30/2024
MUTUAL OF OMAHA	001644826038	2/24 - Dental/Vision/Life/Disability	01/18/2024	69.57	69.57	01/30/2024
MUTUAL OF OMAHA	001644826038	2/24 - Dental/Vision/Life/Disability	01/18/2024	55.05	55.05	01/30/2024
MUTUAL OF OMAHA	001644826038	2/24 - Dental/Vision/Life/Disability	01/18/2024	47.13	47.13	01/30/2024
MUTUAL OF OMAHA	001644826038	2/24 - Dental/Vision/Life/Disability	01/18/2024	18.35	18.35	01/30/2024

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total MUTUAL OF OMAHA:				370.39	370.39	
NAPA AUTO PARTS						
NAPA AUTO PARTS	3527-471104	Batteries	01/03/2024	232.79	232.79	01/30/2024
NAPA AUTO PARTS	3527-471104	Batteries	01/03/2024	101.84	101.84	01/30/2024
NAPA AUTO PARTS	3527-472065	Parts	01/11/2024	217.88	217.88	01/30/2024
NAPA AUTO PARTS	3527-472464	Batteries	01/15/2024	194.96	194.96	01/30/2024
NAPA AUTO PARTS	3527-472464	Batteries	01/15/2024	194.96	194.96	01/30/2024
NAPA AUTO PARTS	3527-472465	Batteries	01/15/2024	242.54	242.54	01/30/2024
NAPA AUTO PARTS	3527-472683	Parts	01/17/2024	232.53	232.53	01/30/2024
Total NAPA AUTO PARTS:				1,417.50	1,417.50	
PINNACOL ASSURANCE						
PINNACOL ASSURANCE	FEB 2024	2/24 - Work Comp	01/15/2024	9.96	9.96	01/30/2024
PINNACOL ASSURANCE	FEB 2024	2/24 - Work Comp	01/15/2024	9.68	9.68	01/30/2024
PINNACOL ASSURANCE	FEB 2024	2/24 - Work Comp	01/15/2024	28.57	28.57	01/30/2024
PINNACOL ASSURANCE	FEB 2024	2/24 - Work Comp	01/15/2024	2,679.92	2,679.92	01/30/2024
PINNACOL ASSURANCE	FEB 2024	2/24 - Work Comp	01/15/2024	87.50	87.50	01/30/2024
PINNACOL ASSURANCE	FEB 2024	2/24 - Work Comp	01/15/2024	257.95	257.95	01/30/2024
PINNACOL ASSURANCE	FEB 2024	2/24 - Work Comp	01/15/2024	222.93	222.93	01/30/2024
PINNACOL ASSURANCE	FEB 2024	2/24 - Work Comp	01/15/2024	298.29	298.29	01/30/2024
PINNACOL ASSURANCE	FEB 2024	2/24 - Work Comp	01/15/2024	63.87	63.87	01/30/2024
PINNACOL ASSURANCE	FEB 2024	2/24 - Work Comp	01/15/2024	82.57	82.57	01/30/2024
PINNACOL ASSURANCE	FEB 2024	2/24 - Work Comp	01/15/2024	54.76	54.76	01/30/2024
Total PINNACOL ASSURANCE:				3,796.00	3,796.00	
PVS DX, Inc.						
PVS DX, Inc.	737000134-24	Chemicals-WWTP	01/12/2024	9,646.28	9,646.28	01/30/2024
PVS DX, Inc.	737000166-24	Chemicals-WTP	01/17/2024	4,279.04	4,279.04	01/30/2024
Total PVS DX, Inc.:				13,925.32	13,925.32	
RAFTELIS FINANCIAL CONSULTANTS, INC.						
RAFTELIS FINANCIAL CONSULT	31796	12/23-Impact Fee Study	01/12/2024	1,180.00	1,180.00	01/30/2024
Total RAFTELIS FINANCIAL CONSULTANTS, INC.:				1,180.00	1,180.00	
RAMEY ENVIRONMENTAL COMPLIANCE						
RAMEY ENVIRONMENTAL COM	26945	12/23 Wastewater Services	01/09/2024	178.91	178.91	01/30/2024
RAMEY ENVIRONMENTAL COM	26945	12/23 Water Services	01/09/2024	320.20	320.20	01/30/2024
RAMEY ENVIRONMENTAL COM	27004	1/24 Wastewater Services	01/22/2024	13,290.78	13,290.78	01/30/2024
RAMEY ENVIRONMENTAL COM	27004	1/24 Water Services	01/22/2024	13,754.34	13,754.34	01/30/2024
RAMEY ENVIRONMENTAL COM	27004	1/24 Wastewater Supplies	01/22/2024	291.45	291.45	01/30/2024
RAMEY ENVIRONMENTAL COM	27070	Water Inlet Value repairs	01/30/2024	816.68	816.68	01/30/2024
Total RAMEY ENVIRONMENTAL COMPLIANCE:				28,652.36	28,652.36	
RELIABLE HOME TECHNOLOGY INC						
RELIABLE HOME TECHNOLOG	65446	WATER PLANT SECURITY SYSTEM	11/29/2023	2,876.00	2,876.00	01/30/2024
RELIABLE HOME TECHNOLOG	65447	WWTP SECURITY SYSTEM	11/29/2023	6,169.00	6,169.00	01/30/2024
Total RELIABLE HOME TECHNOLOGY INC:				9,045.00	9,045.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
RIVER CITY PETROLEUM INC						
RIVER CITY PETROLEUM INC	1226498A	12/23-Fuel-PD	12/31/2023	229.11	229.11	01/30/2024
Total RIVER CITY PETROLEUM INC:				229.11	229.11	
SAFETY AND CONSTRUCTION SUPPLY						
SAFETY AND CONSTRUCTION	12785-IN	PW - Paint	01/16/2024	98.78	98.78	01/30/2024
SAFETY AND CONSTRUCTION	12785-IN	PW - Paint	01/16/2024	98.79	98.79	01/30/2024
SAFETY AND CONSTRUCTION	12884-IN	PW - stop signs	01/24/2024	237.12	237.12	01/30/2024
Total SAFETY AND CONSTRUCTION SUPPLY:				434.69	434.69	
SAM'S CLUB						
SAM'S CLUB	10134478035	1/24 - Supplies	01/11/2024	6.49	6.49	01/30/2024
SAM'S CLUB	10134478035	1/24 - Supplies	01/11/2024	6.49	6.49	01/30/2024
SAM'S CLUB	10134478035	1/24 - Supplies	01/11/2024	6.49	6.49	01/30/2024
SAM'S CLUB	10134478035	1/24 - Supplies	01/11/2024	28.97	28.97	01/30/2024
SAM'S CLUB	10134478035	1/24 - Supplies	01/11/2024	6.50	6.50	01/30/2024
Total SAM'S CLUB:				54.94	54.94	
STERICYCLE INC						
STERICYCLE INC	8005945032	1/24-Shredding Service	01/18/2024	7.50	7.50	01/30/2024
STERICYCLE INC	8005945032	1/24-Shredding Service	01/18/2024	7.50	7.50	01/30/2024
STERICYCLE INC	8005945032	1/24-Shredding Service	01/18/2024	7.50	7.50	01/30/2024
STERICYCLE INC	8005945032	1/24-Shredding Service	01/18/2024	7.50	7.50	01/30/2024
Total STERICYCLE INC:				30.00	30.00	
STURGEON ELECTRIC COMPANY INC						
STURGEON ELECTRIC COMPA	888979-A	TOWN HALL LIGHTING REPLACEMENTS	01/11/2024	2,175.20	2,175.20	01/30/2024
STURGEON ELECTRIC COMPA	888979-A	TOWN HALL LIGHTING REPLACEMENTS	01/11/2024	1,652.96	1,652.96	01/30/2024
STURGEON ELECTRIC COMPA	888979-A	TOWN HALL LIGHTING REPLACEMENTS	01/11/2024	1,652.96	1,652.96	01/30/2024
STURGEON ELECTRIC COMPA	888979-A	TOWN HALL LIGHTING REPLACEMENTS	01/11/2024	1,652.96	1,652.96	01/30/2024
STURGEON ELECTRIC COMPA	888979-A	TOWN HALL LIGHTING REPLACEMENTS	01/11/2024	932.96	932.96	01/30/2024
STURGEON ELECTRIC COMPA	888979-A	TOWN HALL LIGHTING REPLACEMENTS	01/11/2024	932.96	932.96	01/30/2024
Total STURGEON ELECTRIC COMPANY INC:				9,000.00	9,000.00	
THE POLICE AND SHERIFFS PRESS						
THE POLICE AND SHERIFFS PR	187779	ID Card - Almiron	01/12/2024	17.60	17.60	01/30/2024
Total THE POLICE AND SHERIFFS PRESS:				17.60	17.60	
TIMBERLAN						
TIMBERLAN	TLC23-0054	PD SETUPS	04/03/2023	2,200.00	2,200.00	01/30/2024
Total TIMBERLAN:				2,200.00	2,200.00	
TOWN OF CASTLE ROCK						
TOWN OF CASTLE ROCK	TOL 2023-04	4th Qtr Raw Water Service & Delivery	01/17/2024	248.52	248.52	01/30/2024
Total TOWN OF CASTLE ROCK:				248.52	248.52	
UNITED POWER						
UNITED POWER	1499601-11224	12/23 RD 37 & LOCUST	01/12/2024	43.85	43.85	01/30/2024
UNITED POWER	1927550-12424	1/24 Streetlights	01/24/2024	39.30	39.30	01/30/2024

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
UNITED POWER	22560700-1242	1/24 Flow meter	01/24/2024	23.10	23.10	01/30/2024
Total UNITED POWER:				106.25	106.25	
UNITED WATER & SANITATION DIST						
UNITED WATER & SANITATION	LOCHBUIE NO	10/1-10/31/23-Water Storage-United Power-#3	12/30/2023	3,454.05	3,454.05	01/30/2024
UNITED WATER & SANITATION	LOCHBUIE OC	9/1-9/30/23-Water Storage-United Power-#3 Bo	11/30/2023	4,335.90	4,335.90	01/30/2024
UNITED WATER & SANITATION	LOCHBUIE SE	8/1-8/31/23-Water Storage-United Power-#3 Bo	10/30/2023	10,812.53	10,812.53	01/30/2024
Total UNITED WATER & SANITATION DIST:				18,602.48	18,602.48	
USA BLUE BOOK						
USA BLUE BOOK	INV00240815	1/24 Water Lab Supplies	01/09/2024	283.45	283.45	01/30/2024
Total USA BLUE BOOK:				283.45	283.45	
WELD COUNTY						
WELD COUNTY	104374	2024 Annual Wireless Maintenance Agreement	01/24/2024	64,761.27	64,761.27	01/30/2024
Total WELD COUNTY:				64,761.27	64,761.27	
WELD COUNTY CHIEFS OF POLICE ASSOCIATION						
WELD COUNTY CHIEFS OF POL	0003A	2024 Membership Dues	01/01/2024	350.00	350.00	01/30/2024
Total WELD COUNTY CHIEFS OF POLICE ASSOCIATION:				350.00	350.00	
WHITESIDES # 2 INC.						
WHITESIDES # 2 INC.	44165	Clothing Allowance-PW-Crescencio	01/11/2024	77.48	77.48	01/30/2024
WHITESIDES # 2 INC.	44165	Clothing Allowance-PW-Crescencio	01/11/2024	77.49	77.49	01/30/2024
Total WHITESIDES # 2 INC.:				154.97	154.97	
XCEL ENERGY						
XCEL ENERGY	862748341	1/24 PW	01/29/2024	305.37	305.37	01/30/2024
XCEL ENERGY	862748341	1/24 PW	01/29/2024	305.36	305.36	01/30/2024
XCEL ENERGY	862755314	1/24 Water Plant	01/29/2024	659.72	659.72	01/30/2024
XCEL ENERGY	862845724	1/24 Town Hall	01/29/2024	110.55	110.55	01/30/2024
XCEL ENERGY	862845724	1/24 Town Hall	01/29/2024	110.55	110.55	01/30/2024
XCEL ENERGY	862845724	1/24 Town Hall	01/29/2024	110.55	110.55	01/30/2024
XCEL ENERGY	862845724	1/24 Town Hall	01/29/2024	110.56	110.56	01/30/2024
Total XCEL ENERGY:				1,712.66	1,712.66	
YOUNGS MOBILE SERVICE						
YOUNGS MOBILE SERVICE	11082023	LOADER REPAIRS	11/08/2023	622.84	622.84	01/30/2024
YOUNGS MOBILE SERVICE	110823-1	Crack Filler	11/08/2023	75.00	75.00	01/30/2024
YOUNGS MOBILE SERVICE	110823-2	Dump truck	11/08/2023	75.00	75.00	01/30/2024
YOUNGS MOBILE SERVICE	110823-3	Vac Truck	11/08/2023	75.00	75.00	01/30/2024
YOUNGS MOBILE SERVICE	110823-4	Skid Steer	11/08/2023	293.43	293.43	01/30/2024
Total YOUNGS MOBILE SERVICE:				1,141.27	1,141.27	
Grand Totals:				474,604.40	438,212.73	

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: _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.



703 Weld County Road 37
BOARD OF TRUSTEES

SPECIAL MEETING AGENDA

**AND NOTICE OF SPECIAL MEETING AND REFERRAL TO THE BOARD BY THE TOWN CLERK OF
A PETITION FOR ANNEXATION**

**January 12, 2024
5:00 p.m.**

Minutes

CALL TO ORDER

Mayor Mahoney called the meeting to order at 5:00 PM.

PLEDGE OF ALLEGIANCE

ROLL CALL

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

APPROVAL OF AGENDA

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

ACTION ITEMS

- a. Motion to Approve Policy No. 2024-01, Remote Meetings And Remote Participation During Town Board Of Trustees Meetings

Maureen Juran, Town Attorney, stated that when this policy was first set, the Town set strict limits on how to hold remote meetings. Now, we have found that remote meetings can be beneficial. This updated policy loosens the restrictions on holding remote meetings, while honoring our obligations to hold meetings transparently, making sure that the public can view all meetings. The policy also sets parameters on how to keep confidentiality in executive session, and how trustees are able to participate remotely.

Motion made by Mayor Pro Tem Jeffery seconded by Trustee Bristow to approve Policy No. 2024-01, Remote Meetings and Remote Participation During Town Board Of Trustees Meetings. Motion carried 7-0.

- b. Ordinance 2024-689 Amending Section 2-2-60 Of The Town Of Lochbuie Municipal Code Regarding Calling Special Meetings

Maureen Juran reported that our current code provisions for calling special meetings are onerous and could delay our ability to call a special meeting in a timely fashion. This ordinance changes the municipal code to state that as long as we send an email to each trustee, that is adequate notice for calling the meeting. Staff will continue to communicate ahead of time regarding everyone's availability for a meeting, but we will not have the legal obligation of having to wait and then risk not being able to hold the meeting.

Motion made by Trustee Tapey seconded by Trustee Bristow to approve Ordinance 2024-689 Amending Section 2-2-60 Of The Town of Lochbuie Municipal Code Regarding Calling Special Meetings. Motion carried 7-0.

- c. Resolution 2024-05, Resolution Of Intent To Annex, Finding Substantial Compliance, And Setting Annexation Hearing South Weld Annexation No. 1

Chris Kennedy, Community Development Director, shared that there are a series of resolutions to move forward with the annexation of about 227 acres of property with some right of way, generally located at the northeast corner of I-76 and County Road 4. The property owner has submitted petitions for annexation, as required by law. Before moving forward, state law requires the Town to confirm that the petitions are in substantial compliance with certain criteria. After review, staff has found everything to be in compliance with state law. The law also states that the board must schedule a public hearing to consider the annexation and staff is suggesting February 12, 2024, as a date for the hearing at town hall.

Maureen Juran stated that the town clerk did receive those petitions for annexation and communicated them out to the board in advance of the 24-hour posting of this special meeting that is required.

Motion made by Mayor Pro Tem Jeffery seconded by Trustee White to adopt Resolution No. 2024-05 A Resolution Of The Board Of Trustees Of The Town Of Lochbuie, Colorado, Accepting An Annexation Petition, Making Certain Findings Of Fact, Finding Substantial Compliance For Such Petition, And Setting A Public Hearing For Annexation Of Property Known As The South Weld Annexation No. 1. Motion carried 7-0.

- d. Resolution 2024-06, Resolution Of Intent To Annex, Finding Substantial Compliance, And Setting Annexation Hearing South Weld Annexation No. 2

Motion made by Trustee Coen seconded by Trustee White to adopt Resolution No. 2024-06 A Resolution Of The Board Of Trustees Of The Town Of Lochbuie, Colorado, Accepting An Annexation Petition, Making Certain Findings Of Fact, Finding Substantial Compliance For Such Petition, And Setting A Public Hearing For Annexation Of Property Known As The South Weld Annexation No. 2. Motion carried 7-0.

- e. Resolution 2024-07, Resolution Of Intent To Annex, Finding Substantial Compliance, And Setting Annexation Hearing South Weld Annexation No. 3

Motion made by Trustee White seconded by Trustee Bristow to adopt Resolution No. 2024-07 A Resolution Of The Board Of Trustees Of The Town Of Lochbuie, Colorado, Accepting An Annexation Petition, Making Certain Findings Of Fact, Finding Substantial Compliance For Such Petition, And Setting A Public Hearing For Annexation Of Property Known As The South Weld Annexation No. 3. Motion carried 7-0.

ADJOURN

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

Mayor Mahoney adjourned the meeting at 5:11 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



**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.

Minutes

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

ROLL CALL

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

APPROVAL OF AGENDA

Motion made by Trustee White seconded by Trustee Tapey 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 (\$437,183.87)
- b. January 2, 2024 Minutes
- c. Agreement for Municipal Jail Services Between Weld County and The Town of Lochbuie, Lochbuie Police Department

- 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
- e. Resolution 2024-09 Approving An Engagement Agreement With Murray Dahl Beery And Renaud LLP

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

PRESENTATION

- a. Comprehensive Plan Update

Christopher Kennedy, Community Development Director, stated that staff has been working with consultants from Cushing Terrell on updating Lochbuie's Comprehensive Plan. The consultants conducted a community outreach survey, and Nora Bland is here to present the findings of that survey.

Nora Bland, Cushing Terrell, presented a summary of their engagement efforts thus far, what is planned for the next month or so, and shared the results of the community survey.

After discussion about the Comprehensive Plan Open House, it was decided to reschedule and not hold the open house on February 14th, 2024. Staff will work with Cushing Terrell to find a new date and time.

ACTION ITEMS

- a. Ordinance 2024-690 (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

Maureen Juran, Town Attorney, stated that this ordinance is a joint effort between her office, the Town Prosecutor's office, and the police department. There have been recent changes in state law, and the Town's processes are outdated based on the new legislation. There were several offenses listed in our code that we do not prosecute in our Municipal Court, and that we do not think would be in our best judgement to bring to Municipal Court. Those offenses will be sent to district or county court. This ordinance also raises the potential penalty for fireworks in Town and moves provisions about liquor licensees that are handled on an administrative level to another section of code.

Chief McCoy stated that serious offenses will be sent to district or county court. This is already the practice; it will just be laid out more clearly in the code. Our code is very strict on fireworks, and the types of fireworks that are legal in the state are not legal in Lochbuie. The board could look at allowing the same fireworks that are legal in Colorado, if they wish.

Mayor Mahoney replied that he would be open to a discussion about fireworks.

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

- 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.

Mayor Mahoney opened the public hearing at 7:12 PM.

Motion made by Mayor Pro Tem Jeffery seconded by Trustee Bristow 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. Motion carried 7-0.

Mayor Mahoney closed the public hearing at 7:13 PM.

STAFF REPORTS

A. Finance/Treasurer

Denise Rademacher, Finance Director, shared that she is working on year end, which is one of the busiest times of the year. The 1099's are finished, and she is working on the w-2's, which must be submitted electronically this year. The auditors were at town hall in December doing some pre audit work. They will be back in March and hope to have the audit ready to present by the end of May. The financial statements in the packet tonight are for both November and December. The December financials are not audited, so those may be changing. The loan application for financing for the elevated storage tank has been submitted, we are waiting to hear how much funding we will receive for this project. The 2024 budget is completed and has been sent to DOLA.

B. Police

Chief McCoy shared that all the police department positions are currently filled, and activity has been down a bit.

C. Water/Wastewater

Wayne Ramey, Ramey Environmental Compliance, reported that there are no major differences from last year at this time. The wastewater plant has seen a little increased flow, especially from Brighton. Dewatering is about the same as last year, and water production is a little more than last year, mostly due to construction water. There were a few complaints from Silver Peaks about lowered water pressure, which was related to construction water being used in the mornings.

D. Public Works

Chris Larmon, Public Works Director, stated that they made it through the cold, though it is challenging to deal with storms like this as the cold weather really impacts the effectiveness of the deicing materials. The tandem that was purchased is in Colorado Spring and will hopefully arrive to us early this year. Public works has started demolishing the skate park, as recommended by CIRSA. They are also putting together a 2024 road maintenance plan that includes upgrading crosswalks and pavement markings for pedestrian crossings. Greenway Trail is under construction. The resurfacing of 168th Ave is set to be bid out by Adams County in February. He is working on amending the IGA Lochbuie has with Brighton for if and when there are traffic signals on County Road 2.

Trustee White was happy to see the guardrail put up on County Road 2, and inquired if there would be one put up on the same road in front of the new park.

Chris Larmon stated that the construction company will be installing boulders along the road to keep the park safe.

E. Community Development

Christopher Kennedy, Community Development Director, shared that the developer for the Fruition development expects to submit their application soon. A company is interested in building a soil and mulch distribution company near the wastewater plant, and we are working with them. Starbucks has submitted their building permit, and it is under review. Construction could start in late spring or early summer. The Blue Lake developer is in the process of selling the remaining 194 lots to a builder. Home construction will continue this year in Silver Peaks. Lochbuie Station is nearing completion and will probably come to a close at some point this year. The notice of public hearing sign at the QuikTrip location was not put up in time by the developer, so we continued that public hearing to February 6, 2024.

Trustee Tapey inquired about the Bromley developers who are interested in building a project in Silver Peaks. Will residents have an opportunity to share their thoughts on this project?

Christopher Kennedy stated that the project is under review, they intend on having the application before the board in the next few months.

Maureen Juran stated that this development project would be one of the times that the board acts as a judge. The project will come before the board in the public hearing and the board will act in a quasi-judicial capacity to determine whether the project moves forward. The board must make their decision only based on evidence that is presented during that public hearing, so the trustees must remain neutral on this topic until that hearing.

Christopher Kennedy added that it will be a public hearing, so residents will be able to come and voice their opinions.

Maureen Juran stated that the trustees can take what the public says during that hearing into account when making their decision.

F. Town Clerk

Heather Bowen, Town Clerk, shared the Resource Central 2023 annual report.

Trustee Coen inquired if a cost benefit analysis could be done to see if this program should be continued.

Trustee White inquired if photos of the garden boxes could be added to the website.

G. Human Resources

Jhazmin Thomas, Human Resources Manager, shared that the Town currently has 30 employees and four vacancies. The board approved five positions for 2024, and one of those has been hired. The other four will be posted shortly. One of the problems we are facing is finding the space to hold the four employees. She shared statistics of employee turnover and retention from 2022. She found, from exit interviews, that the reasons employees, especially from the police department, were leaving was due to pay and lack of benefits. There were changes made in 2023, and turnover has gone down. She thanked the board for approving the police department step program for pay, and she is working on lowering turnover to 10%. Everything on the website and Facebook is going well, there are a healthy amount of website users.

Trustee Coen thanked Jhazmin Thomas for the work she has done on turnover and retention.

Trustee Wescott asked if the trash pickup days could be added to the calendar on the website.

H. Town Administrator

AJ Euckert, Town Administrator, shared that staff is working on the 2023 annual report. Now that the 2024 budget is approved, he is creating a workplan for priorities identified in the budget. There is a special meeting on Monday, February 12th. He will look at new options for the comprehensive plan open house. He will also plan a meeting for the board committee that is working on planning the 50th Anniversary to give an update on where we are, and finalizing how that day will look. He is looking at options for office space.

MAYOR AND TRUSTEE COMMENTS

Trustee Wescott thanked staff for their work. She suggested putting together some information for the comprehensive plan that could be given out at the schools during conferences.

Trustee White commented on the election results and the roles and responsibilities of the trustees.

Trustee Bristow made a motion to immediately allow retail and medical marijuana sales within the Town of Lochbuie, Colorado, and a secondary motion to immediately allow production, cultivation, manufacturing, testing, transporting, and off premise storage to be allowed in commercially zoned areas, and areas east of I-76 where land may be purchased and then annexed into the Town of Lochbuie.

Discussion ensued regarding holding a work session to discuss this topic further.

Mayor Mahoney and Trustees Coen, White, Bristow, and Tapey voted yes to holding a work session. Mayor Pro Tem Jeffery voted no. Trustee Wescott abstained from voting as it was unclear the exact reason for holding the work session.

ADJOURN

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

Mayor Mahoney adjourned the meeting at 8:01 PM.

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

Heather Bowen
Town Clerk

Michael Mahoney
Mayor

Agenda Item Summary

MEETING DATE: February 6, 2024

SUBJECT: Lease Purchase Agreement

PRESENTED BY: Chris Larmon, Public Works Director

SUMMARY

Staff recommends approving Resolution No. 2024-10, Approving the Form of the Lease/Purchase Agreement with Clayton Holdings, LLC for the Municipal Lease/Purchase of a new John Deere 410 P Backhoe.

BACKGROUND

The Public Works Department utilizes a variety of vehicles and equipment to provide essential services to our residents. These services include water and sewer service, parks, road and right-of-way maintenance, and snow removal.

Much of our equipment serves multiple purposes. A backhoe is no exception; it is genuinely the Swiss Army knife of a public works fleet, as it can be fitted with mutable bucket types and hydraulically powered implements like power hammers for breaking concrete and grapple claws for picking up debris. This unit will be used for excavation work, cleaning drainage ways, road and utility maintenance projects, snow removal, and other tasks.

This unit will replace our current backhoe, a 2000 Case backhoe. This unit is nearly inoperable. The hydraulic pump is worn out and needs to be replaced. Almost every hose and hydraulic cylinder needs to be rebuilt or replaced. Several hydraulic valves have internal bypasses, causing the machine to operate erratically. At 24 years old, this unit is past due for replacement.

FINANCIAL CONSIDERATIONS

The total cost for the new John Deere 410P Backhoe is \$172,890, paid for via bi-annual payments of \$14,716.80 (\$29,433.60 annually), ending on February 9, 2031. The first payment is due on August 9, 2024.

Funds are allocated in the 2024 budget for this lease/purchase in accounts 10-441-4476, 10-442-4476, 50-410-4476, and 55-410-4476.

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends the following motion:

- 1) "I move to approve Resolution No. 2024-10 Approving the Form of the Municipal Lease/Purchase Agreement with Clayton Holdings, LLC for the acquisition of a new John Deere 410P backhoe in an amount not to exceed \$172,890."

ATTACHMENTS

Resolution No. 2024-10 - A Resolution of The Board of Trustees of the Town of Lochbuie, Colorado, Approving the Form of the Lease/Purchase Agreement with Clayton Holdings, LLC, St. Louis, Missouri, and Authorizing the Execution and Delivery Thereof

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

RESOLUTION NO. 2024 - 10

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN
OF LOCHBUIE, COLORADO, APPROVING THE FORM OF THE
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT WITH
CLAYTON HOLDINGS, LLC, ST. LOUIS, MISSOURI AND
AUTHORIZING THE EXECUTION AND DELIVERY THEREOF**

WHEREAS, the Town of Lochbuie (the "Town") is a duly organized statutory municipality and political subdivision of the State of Colorado; and

WHEREAS, the Town Board of Trustees finds that it is necessary and desirable and in the best interest of the Town to enter into the State & Municipal Lease/Purchase Agreement with Clayton Holdings, LLC, as lessor the ("Lessor"), for the property ("Equipment") described therein (the "Lease") attached hereto as Exhibit A; and

WHEREAS, the Town intends, in accordance with the requirements of and to the extent authorized by law, to fully budget and appropriate sufficient funds to make the "Rental Payments," as defined in the Lease, including Schedule C thereof, scheduled to come due during each fiscal year, and such funds shall not be expended for other purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF LOCHBUIE, AS FOLLOWS:

Section 1. The meeting at which this Resolution was considered was open to the public and held following posting of legal public notice.

Section 2. The Lease, in substantially the same form as attached to this Resolution, and the terms and performance thereof, is hereby approved, and the Town Administrator is hereby authorized to execute and deliver the Lease, on behalf of the Town, with such changes therein as shall be approved by the Town Administrator and Town Attorney, with such approval to be conclusively evidenced by the Town Administrator's execution thereof.

Section 3. The officers, officials, agents and employees of the Town are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Town with respect to the Lease.

Section 4. The Town hereby designates the Lease as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code. The aggregate face amount of all tax-exempt obligations (including the Lease but excluding private activity bonds other than

qualified 501(c)(3) bonds) issued or to be issued by the Town and all subordinate entities thereof during the current calendar year is not reasonably expected to exceed \$10,000,000. The Town and all subordinate entities thereof will not issue in excess of \$10,000,000 of tax-exempt obligations (including the Lease but excluding private activity bonds other than qualified 501(c)(3) bonds) during the current calendar year without first providing Lessor with an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to Lessor, that the designation of the Lease as a “qualified tax-exempt obligation” will not be adversely affected.

Section 5. Severability. If any part, section, subsection, sentence, clause, or phrase adopted by this Resolution is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining parts, sections, subsections, sentences, clauses, or phrases adopted by this Resolution. The Board of Trustees hereby declares that it would have passed the Resolution, including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentences, clauses or phrases could subsequently be declared invalid.

Section 6. Effective Date. This Resolution shall be effective upon adoption.

ADOPTED THIS 6th DAY OF February, 2024.

TOWN OF LOCHBUIE, COLORADO

Michael Mahoney, Mayor

ATTEST:

By: _____
Heather Bowen, Town Clerk

EXHIBIT A
Form of Lease/Purchase Agreement



Sent via Email: Frank.Hill@CommerceBank.com

February 6, 2024

Denise Rademacher, Finance Director
Town of Lochbuie, Colorado
703 Weld County Road 37
Lochbuie, Colorado 80603

Re: Financing for One (1) 2024 John Deere 410P Backhoe.

Dear Ms. Rademacher:

Please find the enclosed documentation for your review and completion. An instruction sheet has been included as a guide to assist you with the process. Once you have completed and returned the required documentation to Clayton Holdings, LLC the transaction can be funded. The documentation has been filled out according to the terms and amount shown on the formal proposal. If you have questions or comments please call.

Clayton Holdings, LLC is listed as Lessor in this State and Municipal Lease/Purchase Agreement. **For your convenience, we have listed the documentation that we require before closing:**

- The **Lease** WITH ALL SCHEDULES EXECUTED CORRECTLY*
- Evidence of Insurance in accordance with Section 17 of the Lease in a form satisfactory to Lessor*

If you have any questions regarding the above documentation please feel free to contact me.

Sincerely,

Nancy Mullen
Municipal Lease Administrator
Email: nancy.mullen@commercebank.com
Phone: 617-584-2868

Documentation Instructions

Please complete using **BLUE INK** and return all original documents via **FedEx or Certified Mail** to:
Commerce Bank c/o Beth Blumenthal
8000 Forsyth Blvd., Suite 510, St. Louis, MO 63105
Call with any questions during completion

State and Municipal Lease/ Purchase Agreement

- An individual that is authorized by the Lessee should sign and date in the space where indicated.
- The signed lease should be dated by Lessee with a date that is on or after meeting date of approved ordinance/resolution.
- Review and verify the EIN number.

Schedule A – Description of the Equipment

- Add VINs and/or SNs, if applicable.
- Authorized individual should review location and description of equipment and sign and date the form where indicated.

Schedule B - Delivery and Acceptance Certificate

- Authorized individual should review and/or complete Payment Directions and sign and date the form where indicated.**

Schedule C – Amortization/Payment Schedule

- Authorized individual should sign and date the form where indicated.

Schedule D – Opinion of Counsel

- The attached is a “Draft” form of the Opinion. This should be provided to your counsel along with a copy of the lease.
- Your Counsel should provide an original of this Opinion on their letterhead, signed and dated.
- The Date of the Opinion should be on or after the date the lease is signed by the Lessee.
- The subject line date reference should be the same date the lease was entered into as stated on page one of the Lease/Purchase Agreement.

Schedule E-1 - Resolution

- The Resolution should be signed by the authorized signatory.
- Secretary or Clerk of the Board should attest and sign where indicated.

Schedule E-2 – Incumbency and Authorization Certificate

- The Secretary or Clerk of the Board should complete the blank lines in the first paragraph and attest at the bottom of the form.
- In **Section A**, review and confirm authorized signers. This should include any persons who will be signing forms, including payment request forms for the Escrow account.
- Authorized signers should sign in the signatory column in **Section A**.
- In **Section B**, list all individuals authorized to confirm disbursement information. Include name, title, phone number and alternative phone number.
- Signer of this Certificate cannot be listed under **Section A** as authorized to execute the Agreements.

Schedule F – Essential Use/Source of Funds Letter

- Complete all blank lines in entirety.
- Authorized individual should sign and date the form where indicated.

Schedule G – Proof of Insurance

- Complete all blank lines of the insurance agent information.
- Authorized individual should sign and date the form where indicated.

- Contact your insurance provider for a certificate of insurance in accordance with Section of the Lease and naming *Clayton Holdings, LLC* as both co-loss payee and additional insured under the property damage, and as additional insured under the general liability policy
- Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance.

Schedule H – Authorization for Preauthorized Payments (if utilizing this free service)

- Complete all blanks on the form.
- Include a voided check or deposit slip.
- Authorized individual should sign and date the form where indicated.

8038-G IRS Form and Questionnaire

- Verify Lessee's Federal Identification number in Part 1, box 2 of the 8038G form.
- Sign, date and type the name of the individual signing this document, unless already completed.
- Verify information on Questionnaire, review instructions, and sign and date where indicated.



CLAYTON HOLDINGS, LLC

STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT

Lease Number: 5000308-007

This State and Municipal Lease/Purchase Agreement (the "Lease") is made and entered into on this, the Sixth day of February, 2024 by and between Clayton Holdings, LLC with offices at 8000 Forsyth Boulevard, Suite 510, St. Louis, Missouri 63105 (together with its successors and assigns, herein called the "Lessor"), and Town of Lochbuie, Colorado with its principal address at 703 Weld County Road 37, Lochbuie, Colorado 80603 (together with its permitted successors and assigns, herein called the "Lessee"), wherein it is agreed as follows:

- 1. LEASE OF EQUIPMENT:** Lessee hereby requests Lessor to acquire the equipment described in Schedule A attached hereto and made a part hereof. Subject to the terms and conditions hereof, Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the equipment described in Schedule A, with all replacements, repairs, additions and accessories incorporated therein or affixed thereto (herein collectively called the "Equipment").
- 2. DELIVERY AND ACCEPTANCE:** Lessee agrees to order the Equipment on behalf of Lessor from the supplier of such Equipment. Lessor will not be liable for specific performance of this Lease or for damages if for any reason the supplier delays or fails to fill the order. Lessee will cause the Equipment to be delivered at the location specified in Schedule A (the "Equipment Location"). Lessee is solely responsible for the selection of the Equipment and the vendor from which the Equipment is purchased. Lessee will pay all transportation and other costs, if any, incurred in connection with the delivery and installation of the Equipment. Any delay in such delivery will not affect the validity of this Lease. To the extent funds are deposited with a bank or trust company in an escrow fund for the acquisition of the Equipment, such funds shall be disbursed as provided in the agreement pursuant to which such fund is established (the "Escrow Agreement"). Lessee will immediately accept the Equipment as soon as it has been delivered and is operational, or as soon as any manufacturer or vendor pre-acceptance test period has expired. In the event the Equipment is not accepted by Lessee within thirty (30) days from the date of its delivery, Lessor, at Lessor's sole option, will have the right to terminate this Lease. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a delivery and acceptance certificate in the form of Schedule B attached hereto and made a part hereof (the "Acceptance Certificate"). Lessee hereby authorizes the Lessor to add to this Lease and to any other description of the Equipment the serial number of each item of Equipment, when available.
- 3. TERM:** This Lease will become effective upon the execution hereof by Lessee and Lessor. Lessee's obligation to pay rent under this Lease will commence on the date that funds are advanced by Lessor to pay the vendor of the Equipment or are deposited with a bank or trust company in an escrow fund pursuant to the Escrow Agreement, if any (the "Start Date"), and will extend for an initial term through the end of Lessee's fiscal year containing the Start Date. The term of this Lease is subject to renewal on a year-to-year basis for the number of annual fiscal periods necessary to comprise the lease term as set forth in Schedule C attached hereto and made a part hereof (the "Lease Term"). At the end of the initial term and any renewal term, Lessee will be deemed to have exercised its option to renew this Lease for the next annual renewal term, unless Lessee has exercised its right to terminate the Lease pursuant to Section 8 below.
- 4. RENT:** Lessee agrees to pay Lessor the rental payments for the Equipment as set forth in Schedule C (the "Rental Payments"). A portion of each Rental Payment is paid as and represents the payment of interest as set forth in Schedule C. The Rental Payments will be payable without notice or demand, at the office of Lessor (or such other place as Lessor may designate in writing, from time to time) and will commence on the Start Date. For clarity, Lessee hereby authorizes Lessor to update Schedule C with the Start Date and actual due dates for Rental Payments based upon the frequency of payments stated on Schedule C. Any notice, invoicing, purchase orders, quotations or other forms or procedures requested by Lessee in connection with payment will be fully explained and provided to Lessor sufficiently in advance of the payment due date for the completion thereof by Lessor prior to such payment date, but none of the foregoing will be a condition to Lessee's obligation to make any such payment. If Lessee fails to pay any Rental Payment or any other sums under this Lease within ten (10) days when the same becomes due, Lessee shall pay to Lessor (in addition to and not in lieu of other rights of Lessor) a late charge equal to the greater of five (5%) percent of such delinquent amount or Twenty-Five Dollars (\$25.00), but in any event not more than the maximum amount permitted by law. Such late charge shall be payable by Lessee upon demand by Lessor and shall be deemed rent hereunder. Lessee acknowledges and agrees that the late charge (i) does not constitute interest, (ii) is an estimate of the costs Lessor will incur as a result of the late payment and (iii) is reasonable in amount. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder will constitute a current expense of Lessee and will not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee. EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 8 HEREOF, LESSEE'S OBLIGATION TO MAKE RENTAL PAYMENTS SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND WILL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.

Notwithstanding the foregoing, the interest portion of the Rental Payments on Schedule C will be adjusted, and Lessor will provide Lessee a revised Schedule C reflecting such adjustment in the event that it is determined that any of the interest portions of Rental Payments set forth in Schedule C may not be excluded from Lessor's gross income under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). Lessee agrees that the interest portion of the Rental Payments on Schedule C will be adjusted commencing with the first day of the next succeeding fiscal year of the Lessee, but only if this Lease is renewed for such fiscal year, and thereafter, so that Lessor will be in the same after-tax position that it would have been in had such payment been excluded from the gross income of Lessor under Section 103 of the Code.

- 5. AUTHORITY AND AUTHORIZATION:** Lessee represents, warrants and covenants that (a) it will do or cause to be done all things necessary to preserve and keep in full force and effect (i) its existence, and (ii) subject to Section 8 hereof, this Lease; (b) it has complied with all bidding and budgeting requirements where necessary and by due notification has presented this Lease to Lessee's governing body for approval and adoption as a valid obligation on its part and that all requirements have been met and procedures have been followed to ensure the enforceability of this

Lease; (c) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal year period; (d) no event has occurred and no condition exists which, upon the execution of this Lease or with notice or the passage of time or both, would constitute a default under any debt, revenue or purchase obligation which it has issued or to which it is a party (the "Obligation") nor has it been in default under any Obligation at any time during the past five (5) years, and (e) no lease, rental agreement or contract for purchase, to which Lessee has been a party, at any time during the past five (5) years, has been terminated by Lessee as a result of insufficient funds being appropriated in any fiscal period.

- 6. REPRESENTATIONS, COVENANTS AND WARRANTIES REGARDING TAX-EXEMPT STATUS:** Lessee warrants and covenants that (i) it is a state, or a political subdivision thereof, within the meaning of Section 103 of the Code, and the related regulations and rulings thereunder; (ii) subject to Section 8 hereof, Lessee intends that its obligation under this Lease will constitute an enforceable obligation issued by or on behalf of a state, or political subdivision thereof, such that the interest portions of Rental Payments as shown in Schedule C, will not be includable in the gross income of Lessor for the purposes of federal income taxation; (iii) this Lease represents a valid deferred payment obligation of Lessee for the amount herein set forth; (iv) Lessee has the legal capacity to enter into this Lease and is not in contravention of any state, county, district, city or town statute, rule, regulation or other governmental provision; (v) during the Lease Term, the Equipment will not be used in a trade or business of any other person or entity; (vi) Lessee will complete and file on a timely basis, Internal Revenue Service form 8038G or 8038GC, as appropriate, in the manner set forth in Section 149(e) of the Code; and (vii) Lessee will not take any action or permit the omission of any action reasonably within its control which action or omission will cause the interest portion of any Rental Payment hereunder to be includable in gross income for federal income taxation purposes.

Lessee hereby designates the Lease as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. The aggregate face amount of all tax-exempt obligations (including the Lease, but excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by Lessee and all subordinate entities thereof during the calendar year in which the Start Date occurs is not reasonably expected to exceed \$10,000,000. Lessee and all subordinate entities thereof will not issue in excess of \$10,000,000 of tax-exempt obligations (including the Lease, but excluding private activity bonds other than qualified 501(c)(3) bonds) during the calendar year in which the Start Date occurs, without first providing Lessor with an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to Lessor, that the designation of the Lease as a "qualified tax-exempt obligation" will not be adversely affected.

Lessee further represents as follows:

- (a) The estimated total costs of the Equipment will not be less than the total principal amount of the Rental Payments.
 - (b) The Equipment has been ordered or is expected to be ordered within six months of the effective date of this Lease, and the Equipment is expected to be delivered and installed, and the Vendor fully paid, within eighteen months of the effective date of this Lease.
 - (c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of Rental Payments.
 - (d) The Equipment has not been, and is not expected to be, sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the final Rental Payment.
 - (e) To the best of Lessee's knowledge, information and belief, the above expectations are reasonable.
- 7. APPROPRIATIONS AND ESSENTIAL USE:** Lessee reasonably believes that sufficient funds can be obtained to make all Rental Payments during the Lease Term. The responsible financial officer of Lessee will do all things lawfully within his or her power to obtain funds from which the Rental Payments, including any Rental Payments required by Section 4 hereof, may be made, including making provisions for such payments, to the extent necessary, in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend this Lease for any subsequent annual fiscal period is solely within the discretion of the then current governing body of Lessee. Lessee currently intends to make the Rental Payments for the full Lease Term if funds are legally available therefor, and in that regard Lessee represents that (a) the use of the Equipment is essential to its proper, efficient, and economic functioning or to the services that it provides to its citizens; (b) Lessee has an immediate need for and expects to make immediate use of substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future; and (c) the Equipment will be used by the Lessee only for the purpose of performing one or more of its governmental or proprietary functions consistent with the permissible scope of its authority.
- 8. NONAPPROPRIATION OF FUNDS:** In the event insufficient funds are appropriated and budgeted to pay Rental Payments required by Section 4 hereof and any other amounts payable under this Lease, for any fiscal period in which the Rental Payments for the Equipment are due under this Lease, then, without penalty, liability or expense to Lessee, this Lease will thereafter terminate on the last day of the fiscal period for which appropriations were made, except as to (i) the portions of the Rental Payments herein agreed upon for which funds have been appropriated and budgeted or are otherwise available and (ii) Lessee's other obligations and liabilities under this Lease relating to, accruing or arising prior to such termination. Lessee will, not less than sixty (60) days prior to the end of such applicable fiscal period, in writing, notify Lessor of such occurrence, but failure to give such notice will not prevent such termination. In the event of such termination, Lessee agrees to immediately cease use of the Equipment and peaceably surrender possession of the Equipment to Lessor on the day of such termination, packed for shipment in accordance with manufacturer's specifications and eligible for manufacturer's maintenance, and freight prepaid and insured to any location in the continental United States designated by Lessor, all at Lessee's expense. Lessor may exercise all available legal and equitable rights and remedies in retaking possession of the Equipment. If Lessee fails to cease use and deliver possession of the Equipment to Lessor upon termination of this Lease under this section, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to (a) the portion of Rental Payments thereafter coming due that is attributable to the number of days after the termination during which Lessee fails to cease use and deliver possession of the Equipment and (b) any other loss suffered by Lessor as a result of Lessee's failure to deliver possession of the Equipment.
- 9. EXCLUSION OF WARRANTIES; LIMITATIONS OF LIABILITY; DISCLAIMER OF CONSEQUENTIAL DAMAGES: LESSEE HAS SELECTED BOTH THE EQUIPMENT AND THE VENDOR(S) FROM WHOM LESSOR IS TO PURCHASE THE EQUIPMENT IN RELIANCE HEREON. LESSEE ACKNOWLEDGES AND AGREES THAT THE EQUIPMENT IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY LESSEE, THAT LESSOR IS NOT A MANUFACTURER, VENDOR, DISTRIBUTOR OR LICENSOR OF SUCH EQUIPMENT, AND THAT LESSOR LEASES THE**

EQUIPMENT AS IS AND HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN, OPERATION, FITNESS FOR USE, OR SUITABILITY OF THE EQUIPMENT IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF LESSEE, OR ANY OTHER REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO INCLUDING ANY WARRANTIES OF TITLE OR AGAINST INFRINGEMENT OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR PRACTICE, ALL OF WHICH ARE SPECIFICALLY DISCLAIMED BY LESSOR AND IN NO EVENT SHALL LESSOR BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF OR TO LESSEE OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO THE SALE, LEASE, USE, PERFORMANCE OR MAINTENANCE OF THE EQUIPMENT, INCLUDING INTERRUPTION OF SERVICE, LOSS OF DATA, LOSS OF REVENUE OR PROFIT, LOSS OF TIME OR BUSINESS, OR ANY SIMILAR LOSS, EVEN IF ANY SUCH PERSON IS ADVISED IN ADVANCE OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES AND EVEN IF LESSEE ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS LEASE.

Lessee acknowledges that neither the original vendor nor licensor of the Equipment (including the salespersons of any of them) is an agent of Lessor, nor are they authorized to waive or alter any terms of this Lease. Lessee hereby waives any claim (including any claim based on strict or absolute liability in tort) it might have against Lessor or any assignee of the Lessor for any loss, damage or expense caused by or with respect to the Equipment. Lessor hereby assigns to Lessee during the Lease Term, to the extent permitted by law and so long as no Event of Default has occurred pursuant to Section 20 below, all manufacturer's warranties, if any, that it may have with respect to the Equipment, and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's expense. Lessor authorizes Lessee, to the extent permitted by law, to enforce in its own name any warranty, representation or other claim enforceable against the manufacturer. Lessor assumes no responsibility for shipment, delivery, installation or maintenances, and all claims of Lessee with respect thereto, whether for delay, damage or otherwise, will be made against the manufacturer. Lessor, at its option, may provide in its purchase order that the manufacturer agrees that any of such claims may be made by Lessee directly against the manufacturer. The obligation of Lessee to pay the Rental Payments as defined in Section 4 will not be abated, impaired or reduced by reason of any claims of Lessee with respect to the Equipment, including but not limited to its condition, quality, workmanship, delivery, shipment, installation, defects or otherwise.

- 10. TITLE, SECURITY INTEREST:** During the Lease Term, title to the Equipment is deemed to be in Lessee so long as no Event of Default pursuant to Section 20 below has occurred and/or this Lease has not been terminated pursuant to the provisions of Section 8 above, subject to a first priority security interest in the Equipment which is retained by Lessor. Upon the earlier of (i) termination of this Lease in accordance with Section 8 above or (ii) the occurrence of an Event of Default by Lessee pursuant to Section 20 below, title will immediately revert to Lessor free of any right, title or interest of Lessee unless Lessor elects otherwise. In order to secure all of Lessee's obligations hereunder, Lessee hereby (a) to the extent permitted by law, grants to Lessor a first and prior security interest in any and all rights, titles and interest of Lessee in this Lease, the Equipment and in all additions, attachments, accessions, accessories, replacements and improvements thereto, now or hereafter acquired, together with all rents, issues, income, profits and proceeds thereof, including insurance proceeds; (b) agrees that financing statements evidencing Lessor's security interest may be filed; and (c) agrees to execute and deliver all certificates of title and other instruments necessary or appropriate to evidence and perfect such security interest. As further security therefor, Lessee grants to Lessor a first priority security interest in the cash and negotiable instrument from time to time comprising the escrow fund, if any, established under the Escrow Agreement and all proceeds (cash and non-cash) thereof, and agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party.
- 11. PERSONAL PROPERTY:** Lessor and Lessee agree that the Equipment is, and will remain, personal property and will not be deemed to be affixed or attached to real property or any building thereon. Notwithstanding the foregoing, for purposes of providing notice to third parties, Lessee agrees that, upon Lessor's request, it will provide the legal description of all real property where any of the Equipment is or will be installed, and Lessee agrees that financing statements evidencing Lessor's security interest may be filed in the real property records. If requested by Lessor, Lessee will, at Lessee's expense, furnish to Lessor landlord or mortgagee waiver with respect to the Equipment.
- 12. USE; REPAIRS:** Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and will comply with all laws, ordinances, insurance policies and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of, its possession, use or maintenance. Lessee, at its sole costs and expense, will maintain the Equipment according to the manufacturer's recommended guidelines or the equivalent and meet any and all recertification requirements and will furnish proof of such maintenance, if requested by Lessor and will furnish all needed servicing and parts, which parts will become part of the Equipment. If the Equipment is such as is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement with a party satisfactory to Lessor.
- 13. ALTERATIONS:** Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent, and any permitted alteration or attachment which cannot be readily removed without damaging the Equipment's originally intended function or value will become part of the Equipment.
- 14. LOCATION; INSPECTION:** The Equipment will not be removed from, or if the Equipment consists of rolling stock, its permanent base will not be changed from the Equipment Location without Lessor's prior written consent, which consent will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operations.
- 15. LIENS AND TAXES:** Lessee will keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee will pay, when due, all charges and taxes (federal, state and local) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor will have the right, but will not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes for which Lessee is responsible or liable under this Lease, Lessee will, upon demand, reimburse Lessor therefor.
- 16. RISK OF LOSS; DAMAGE; DESTRUCTION:** Lessee assumes all risk of loss of or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment will relieve Lessee of the obligation to make the Rental Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair (the proceeds of any insurance recovery will be applied to the cost of such repair). If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessor, will (a) replace the same with like equipment in good repair; or (b) on the next Rental Payment date pay to Lessor (i) all amounts owed by Lessee under this Lease, including the Rental Payment due on such date, and (ii) an amount not less than the balance of the Rental Payments then remaining unpaid hereunder. In the event that Lessee is obligated to make such payment with respect to less

than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Rental Payment and the balance of the Rental Payments then remaining unpaid hereunder, as applicable, to be made by Lessee with respect to the Equipment which has suffered the event of loss.

- 17. INSURANCE:** Lessee will, at its expense, maintain at all times during the Lease Term (a) fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as will be satisfactory to Lessor. In no event will the insurance limits be less than the greater of (i) an amount equal to the balance of the Rental Payments then remaining for the Lease Term or (ii) any minimum required by any co-insurance provisions of such insurance, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor, and (c) workers' compensation coverage as required by the laws of the state in which Lessee is located. Each insurance policy required by clause (b) of the preceding sentence will name Lessee as an insured and Lessor or its assigns as an additional insured and loss payee, as appropriate, and each insurance policy required by the preceding sentence will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its assigns, as their interest may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice hereof and make available to Lessor all information and documentation relating thereto. Notwithstanding the foregoing, with Lessor's prior written consent, Lessee may self-insure against any and all risks for which insurance is required.
- 18. ADVANCES:** In the event Lessee fails to maintain the insurance required by this Lease or fails to keep the Equipment in good repair and operating condition, Lessor may (but will be under no obligation to) purchase the required policies of insurance and pay the premiums on the same and make such repairs or replacements as are necessary and pay the cost thereof. All amounts so advanced by Lessor will become additional rent payable by Lessee. Lessee agrees to pay such amounts with interest thereon from the date paid at the rate of 1.5% per month or the maximum permitted by law, whichever is less. Unless Lessee provides evidence of the insurance coverage required by this Lease, Lessor may purchase insurance at Lessee's expense to protect Lessor's interests hereunder. This insurance may, but need not, protect Lessee's interests. The coverage that Lessor may purchase may not pay any claim that Lessee may make or any claim that may be made against Lessee in connection with the Equipment. Lessee may later cancel any insurance purchased by Lessor, but only after providing evidence that Lessee has obtained insurance as required by this Lease. If Lessor purchases insurance for the Equipment, Lessee will be responsible for the costs of that insurance, including the insurance premium, interest and any other charges Lessor may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance will be added as additional rent. The costs of the insurance may be more than the cost of insurance Lessee may be able to obtain on its own.
- 19. INDEMNIFICATION:** To the extent permitted by law, and solely from legally available funds, Lessee agrees to indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages, liabilities or losses (including, but not limited to, attorneys' fees and court costs) arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, possession, use, operation or return and the recovery of claims under insurance policies thereon.
- 20. EVENTS OF DEFAULT:** The Term "Event of Default" as used in this Lease, means the occurrence of any one or more of the following events: (a) Lessee fails to make any Rental Payment (or any other payment) as it becomes due in accordance with the terms of this Lease, and any such failure continues for ten (10) days after the date thereof; (b) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure is not cured within ten (10) days after written notice thereof by Lessor; (c) the discovery by Lessor that any statement, representation or warranty made by Lessee in this Lease or in any document delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (d) Lessee becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or substantial part of its assets, a petition for relief is filed by Lessee under federal bankruptcy, insolvency or similar laws, or a petition in a proceeding under any bankruptcy, insolvency or similar laws, is filed against Lessee and is not dismissed within thirty (30) days thereafter; (e) Lessee suffers an adverse material change in its financial condition or operations from the date hereof and, as a result, Lessor deems itself insecure; or (f) Lessee is in default under any other agreement executed at any time with Lessor or its affiliates, or under any other agreement or instrument by which it is bound.
- 21. REMEDIES:** Upon the occurrence of an Event of Default, Lessor shall have the right, at its sole option, to exercise any one or more of the following remedies: (a) by written notice to Lessee, declare an amount equal to all amounts then due under this Lease and all remaining Rental Payments which will become due during the then current fiscal year of Lessee to be immediately due and payable, whereupon the same will become immediately due and payable and such amounts shall thereafter bear interest at the rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is less; (b) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly cease use and return the Equipment to Lessor in the manner set forth in Section 8 hereof, or Lessor, at its option and with or without terminating the Lease Term, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same, without liability to Lessor or its agents for such entry or for damage to property or otherwise; (c) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for (i) all Rental Payments and other payments due to the effective date of such selling, leasing or subleasing, and (ii) for the difference between the net purchase price, rental and other amounts paid by the purchaser, lessee or sublessee pursuant to such sale, lease or sublease and the remaining amounts payable by the Lessee through the end of the then current fiscal year of Lessee hereunder; and (d) exercise any other right, remedy or privilege which may be available to it under applicable law, including the right to (i) proceed by appropriate court action to enforce the terms of this Lease, (ii) recover damages for the breach of this Lease, and (iii) rescind this Lease as to any or all of the Equipment. If Lessee fails to cease use and deliver possession of the Equipment upon the occurrence of an Event of Default, Lessee shall be responsible for the payment of damages in an amount equal to (a) the portion of Rental Payments that is attributable to the number of days after the termination during which Lessee fails to cease use and deliver possession of the Equipment and (b) any other loss suffered by Lessor as a result of Lessee's failure to cease use and deliver possession of the Equipment.

In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

- 22. EARLY PURCHASE OPTION; PREPAYMENT:** Lessee may, upon sixty (60) days prior written notice to Lessor, and provided Lessee has fully paid and performed all other obligations hereunder and provided no Event of Default has occurred and is continuing, pay to Lessor on any regularly scheduled Rental Payment date the applicable amount set forth on Schedule C attached hereto, whereupon title to the Equipment will become

unconditionally vested in Lessee, and Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, where is, without warranty, express or implied, except that Lessor will warrant to Lessee that the Equipment is free and clear of any liens created by Lessor.

Upon delivery by Lessee of a final acceptance certificate, any remaining monies in any escrow fund established under the Escrow Agreement shall be paid to Lessor, for credit, first, to the next Rental Payment due, and, second, to the prepayment of the principal portion of future Rental Payments hereunder in the manner directed by Lessor, in its sole discretion, unless Lessor directs that payment of such amount be made in such other manner directed by Lessor that, in the opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to Lessor, will not adversely affect the exclusion of the interest portions of Rental Payments from gross income for federal income tax purposes. If any amount is applied against the outstanding principal components of Rental Payments, Schedule C attached hereto will be revised accordingly.

23. DETERMINATION OF FAIR PURCHASE PRICE: Lessee and Lessor hereby agree and determine that the Rental Payments payable during the Lease Term represent the fair value of the use of the Equipment and that the amount required to exercise Lessee's option to purchase the Equipment pursuant to Section 22 represents the fair purchase price of the Equipment. Lessee hereby determines that the Rental Payments do not exceed a reasonable amount so as to place Lessee under a practical economic compulsion to renew this Lease or to exercise its option to purchase the Equipment. In making such determinations, Lessee and Lessor have given consideration to (a) the costs of the Equipment, (b) the uses and purposes for which the Equipment will be employed by Lessee, (c) the benefit to Lessee by reason of the acquisition and installation of the Equipment and the use of the Equipment pursuant to the terms and provisions of this Lease, and (d) Lessee's option to purchase the Equipment. Lessee hereby determines and declares that this Lease will result in equipment of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition and installation of the Equipment were performed by Lessee other than pursuant to this Lease. Lessee hereby determines and declares that the Lease Term does not exceed the useful life of the Equipment.

24. ASSIGNMENT: Except as expressly provided herein, Lessee will not (a) assign, transfer, pledge, hypothecate or grant any security interest in, or otherwise dispose of, this Lease or the Equipment or any interest in this Lease or the Equipment or (b) sublet or lend the Equipment or permit the Equipment to be used by anyone other than Lessee or Lessee's employees, unless Lessee obtains the prior written consent of Lessor and an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to Lessor that such action will not adversely affect the exclusion of the interest portions of the Rental Payments from gross income for federal income tax purposes.

Lessor, without the consent of Lessee, may assign all or any portion or portions of its right, title and interest in and to this Lease, the Equipment and any other documents executed with respect to this Lease, and/or grant or assign all or any portion or portions of its security interest in this Lease and the Equipment, in whole or in part to various assignees, their agents or trustees (each and any one hereinafter referred to as an "Assignee"). Any such assignment to an Assignee may provide that the Lessor or the Assignee will act as a collection and paying agent for owners of certificates of participation in this Lease, or may provide that a third-party trustee or agent will act as collection and paying agent for any Assignee, provided that any such trustee or agent will maintain registration books as a register of all persons who are owners of certificates of participation or other interest in Rental Payments and Lessee receives written notification of the name and address of the trustee or agent and a copy of the pooling and fractionalization agency or trustee agreement, if any. Any such Assignee will have all of the assigned rights of Lessor under this Lease. Subject to the foregoing, this Lease will inure to the benefit of and will be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. Any assignment or reassignment of any of Lessor's right, title or interest in this Lease or the Equipment will be effective upon receipt by Lessee of a duplicate original of the counterpart document by which the assignment or reassignment is made, disclosing the name and address of each such Assignee and, where applicable, to whom further payments hereunder should be made. During the Lease Term, Lessee covenants that it will keep a complete and accurate record of all assignments in form necessary to comply with Section 149(a) of the Code and the regulations, proposed or existing, from time to time promulgated thereunder. Lessee agrees to acknowledge in writing any assignments if so required.

Lessee agrees that, upon notice of assignment, if so instructed it will pay directly to the Assignee, or its trustee or agent without abatement, deduction or setoff all amounts which become due hereunder. Lessee further agrees that it will not assert against any Assignee, or its trustee or agent, any defense, claim, counterclaim or setoff Lessee may have against Lessor.

25. FINANCIAL STATEMENTS: Each year during the term of this Lease, Lessee hereby agrees to deliver to Lessor a copy of: (i) annual audited financial statements within one hundred twenty (120) days of Lessee's fiscal year-end; and (ii) within a reasonable period of time, any other financial information Lessor requests from time to time.

26. NATURE OF AGREEMENT: Lessor and Lessee agree that upon the due and punctual payment and performance of the installments of Rental Payments and other amounts and obligations under this Lease, title to the Equipment will vest permanently in Lessee as provided in this Lease, free and clear of any interest, lien or security of Lessor therein.

27. AMENDMENTS: This Lease may be amended or any of its terms modified in any manner by written agreement of Lessee and Lessor. Any waiver of any provision of this Lease or of any right or remedy hereunder must be affirmatively and expressly made in writing and will not be implied from inaction, course of dealing or otherwise.

28. NOTICES: All notices to be given under this Lease must be made in writing and mailed by certified mail to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice is effective upon receipt.

29. SECTION HEADINGS: All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

30. GOVERNING LAW: This Lease will be governed by the provisions hereof and by the laws of the State where Lessee is located.

31. FURTHER ASSURANCES: Lessee will deliver to Lessor (i) an opinion of counsel in substantially the form of Schedule D attached hereto or as Lessor may otherwise request; and (ii) if applicable, a certificate of a duly authorized official as to designation as a qualified tax-exempt obligation. Moreover, Lessee will execute or provide, as requested by Lessor, any documents and information that are reasonably necessary with respect to the transaction contemplated by this Lease.

- 32. **ENTIRE AGREEMENT:** This Lease, together with the Schedules attached hereto and made a part hereof and other attachments hereto and other documents or instruments executed by Lessee and Lessor in connection herewith, constitute the entire agreement between the parties with respect to the lease of the Equipment, and this Lease will not be modified, amended, altered or changed except with the written consent of Lessee or Lessor.
- 33. **SEVERABILITY:** Any provision of this Lease found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Lease.
- 34. **WAIVER:** The waiver by Lessor of any breach by Lessee of any term, covenant or condition, hereof will not operate as a waiver of any subsequent breach hereof.
- 35. **ELECTRONIC TRANSACTIONS.** The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law. .
- 36. **ROLE OF LESSOR:** Lessor has not acted and will not act as a fiduciary for Lessee or as Lessee's agent or municipal advisor. Lessor has not and will not provide financial, legal, tax, accounting or other advice to Lessee or to any financial advisor or placement agent engaged by Lessee with respect to this Lease. Lessee, its financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain its own financial, legal, tax, accounting and other advice with respect to this Lease from its own advisors (including as it relates to structure, timing, terms and similar matters).

ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT, ARE NOT ENFORCEABLE. TO PROTECT YOU (LESSEE(S) AND US (LESSOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

BY SIGNING BELOW, YOU AND WE AGREE THAT THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN US.

<p><i>Lessor: <u>Clayton Holdings, LLC</u></i></p> <p><i>Authorized Signature:</i></p> <p>_____</p> <p><i>Printed Name:</i> _____</p> <p><i>Title:</i> _____</p> <p><i>Date:</i> _____</p>	<p><i>Lessee: <u>Town of Lochbuie, Colorado</u></i></p> <p><i>Authorized Signature:</i></p> <p>_____</p> <p><i>Printed Name: <u>AJ Euckert</u></i></p> <p><i>Title: <u>Town Administrator</u></i></p> <p><i>Date:</i> _____</p> <p><i>EIN: <u>84-0743323</u></i></p>
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**SCHEDULE A TO
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
Lease No. 5000308-007**

Location of Equipment	
Street: 703 CR 37 City: Lochbuie State: CO Zip Code: 80603	
Description of Equipment	Equipment Cost
One (1) 2024 John Deere 410P Backhoe S/N 1T0410PAPRFX07457	\$172,890.00
Total	\$172,890.00

Lessee hereby certifies that the description of the property set forth above constitutes a complete and accurate description of all Equipment as subject to in the Lease.

<p><i>Lessee: <u>Town of Lochbuie, Colorado</u></i></p> <p><i>Authorized Signature: _____</i></p> <p><i>Printed Name: <u>AJ Euckert</u></i></p> <p><i>Title: <u>Town Administrator</u></i></p> <p><i>Date: _____</i></p>
--

**SCHEDULE B TO
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
Lease No. 5000308-007
DELIVERY AND ACCEPTANCE CERTIFICATE**

TO: Clayton Holdings, LLC

Reference is made to the State and Municipal Lease/Purchase Agreement between the undersigned Town of Lochbuie, Colorado ("Lessee"), and Clayton Holdings, LLC ("Lessor"), dated the Sixth day of February, 2024 ("Lease") and to the Equipment, as such term is defined therein. In connection therewith, we hereby certify as follows:

Acceptance Certifications:

1. All of the Equipment has been delivered to and received by the undersigned; all installation or other work necessary prior to the use thereof has been completed; said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.
2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.
3. We acknowledge that Lessor is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.
4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.
5. We are currently maintaining the insurance coverage required by **Section 17** of the Lease.
6. The serial number for each item of Equipment which is set forth on Schedule A to the Lease is correct.

Payment Direction:

Lessor is directed to disburse the following amounts to pay the costs of the Equipment and related costs pursuant to the Lease and the below instructions. Lessee agrees that the "Start Date" for Rental Payments under the Lease will be the date on which Lessor makes such disbursement, and Lessor is authorized to complete that date on the Payment Schedule attached as **Schedule C** to the Lease.

Payee Name and Address & Description of Cost Paid (if not to Vendor)	Amount to be Paid	Payment Delivery Instructions (if not provided on attached invoice)
4 Rivers Equipment, LLC 3763 Monarch Street Frederick, CO 80516	\$172,890.00	Wells Fargo Bank, N.A. ABA #121000248 Account No. 4301264115

Total Disbursement **\$172,890.00**

This certificate will not be considered to alter, construe, or amend the terms of the Lease.

<p><i>Lessee:</i> <u>Town of Lochbuie, Colorado</u></p> <p><i>Authorized Signature:</i> _____</p> <p><i>Printed Name:</i> <u>AJ Euckert</u></p> <p><i>Title:</i> <u>Town Administrator</u></p> <p><i>Date:</i> _____</p>
--

**SCHEDULE C
PAYMENT SCHEDULE**

Lessee: Town of Lochbuie, Colorado
 Lessor: Clayton Holdings, LLC
 Lease Number: 5000308-007
 Capital Cost of Equipment (Principal Portion of Rental Payments): \$172,890.00
 Start Date: February 9, 2024

Subject to Section 8 of the Lease, Rental Payments are due on the dates and in the amounts shown below:

Rental Payment Date	Payment Amount	Amount Credited to Interest	Amount Credited to Capital Cost	Outstanding Principal Balance
8/9/2024	\$14,716.80	\$4,201.23	\$10,515.57	\$162,374.43
2/9/2025	\$14,716.80	\$3,945.70	\$10,771.10	\$151,603.33
8/9/2025	\$14,716.80	\$3,683.96	\$11,032.84	\$140,570.49
2/9/2026	\$14,716.80	\$3,415.86	\$11,300.94	\$129,269.55
8/9/2026	\$14,716.80	\$3,141.25	\$11,575.55	\$117,694.00
2/9/2027	\$14,716.80	\$2,859.96	\$11,856.84	\$105,837.16
8/9/2027	\$14,716.80	\$2,571.84	\$12,144.96	\$93,692.20
2/9/2028	\$14,716.80	\$2,276.72	\$12,440.08	\$81,252.12
8/9/2028	\$14,716.80	\$1,974.43	\$12,742.37	\$68,509.75
2/9/2029	\$14,716.80	\$1,664.79	\$13,052.01	\$55,457.74
8/9/2029	\$14,716.80	\$1,347.62	\$13,369.18	\$42,088.56
2/9/2030	\$14,716.80	\$1,022.75	\$13,694.05	\$28,394.51
8/9/2030	\$14,716.80	\$689.99	\$14,026.81	\$14,367.70
2/9/2031	\$14,716.80	\$349.10	\$14,367.70	\$0.00
TOTALS:	\$206,035.20	\$33,145.20	\$172,890.00	

In the event Lessee desires to prepay this Lease, it may do so in whole, but not in part, at a purchase price equal to (a) the then current outstanding principal balance shown above; plus (b) a prepayment premium calculated as a percentage of the then current outstanding principal balance, in the following amount: 3%, with respect to any prepayment during the first full year of the Lease Term; 2%, with respect to any prepayment during the second full year of the Lease Term; and 1%, with respect to any prepayment during the third full year of the Lease Term and thereafter; plus (c) unpaid interest accrued on the outstanding principal balance to the prepayment date; and plus (d) all other amounts then payable under this Lease. There is no prepayment penalty if Lessee is using funds other than proceeds of a grant or an actual or anticipated refinancing.

Lessee: Town of Lochbuie, Colorado

Authorized Signature: _____

Printed Name: AJ Euckert

Title: Town Administrator

Date: _____

**SCHEDULE D TO
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
OPINION OF COUNSEL
(To be on Letterhead of Lessee's Counsel)**

SEE ATTACHED

**SCHEDULE E-1 TO
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
Lease No. 5000308-007**

SEE ATTACHED

**SCHEDULE E-2 TO
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
Lease No. 5000308-007**

INCUMBENCY AND AUTHORIZATION CERTIFICATE

The undersigned, a duly elected or appointed and acting _____ of Town of Lochbuie, Colorado ("Lessee") certifies as follows:

A. **Authorized Signers.** The following listed persons are duly elected or appointed and acting officials of Lessee (the "Officials") in the capacity set forth opposite their respective names below, and the signature of each such Official appearing below is the true and genuine signature of that Official. By order of Lessee's governing body, the Officials identified below have been duly authorized, on behalf of Lessee, to negotiate, execute and deliver the Equipment Lease/Purchase Agreement dated as of February 6, 2024, by and between Lessee and Clayton Holdings, LLC ("Lessor") and all documents related thereto and delivered in connection therewith (collectively, the "Agreements").

Name of Official	Title	Signature
AJ Euckert	Town Administrator	
Michael Mahoney	Mayor	

B. **Call-Back Verification.** Lessor may, but is not required, to call back any one of the below-named employees or officials of Lessee prior to approving the disbursement of any funds from the Acquisition Fund established under the Escrow Agreement to verify the request for disbursement, including but not limited to amount, payee, address, ABA and account numbers of the payee or Lessee.

Name	Title	Phone Number
AJ Euckert	Town Administrator	
Denise Rademacher	Finance Director	303-990-5775

Dated: _____

By: _____

Name: _____

Title: _____

(The signer of this Certificate cannot be listed under Paragraph A above as authorized to execute the Agreements.)

**SCHEDULE F
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
Lease No. 5000308-007**

ESSENTIAL USE/SOURCE OF FUNDS LETTER

February 6, 2024

Clayton Holdings, LLC
8000 Forsyth Boulevard, Suite 510
St. Louis, Missouri 63105

Re: State and Municipal Lease/Purchase Agreement No. 5000308-007, dated the Sixth day of February, 2024 (the "Lease"), between Clayton Holdings, LLC ("Lessor") and Town of Lochbuie, Colorado ("Lessee")

Ladies and Gentlemen:

This confirms and affirms that the Equipment described in the Lease is essential to the function of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all such Equipment, which need is not temporary or expected to diminish in the foreseeable future. Such Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. Specifically, such Equipment was selected by us to be used as follows:

The estimated useful life of such Equipment based upon manufacturer's representations and our projected needs is not less than the maximum Lease Term.

Our source of funds for payments of the Rental Payments due under the Lease for the current fiscal year is

We currently expect and anticipate adequate funds to be available for all future payments of rent due after the current fiscal year for the following reasons:

Very truly yours,

<p><i>Lessee:</i> <u>Town of Lochbuie, Colorado</u></p> <p><i>Authorized Signature:</i> _____</p> <p><i>Printed Name:</i> <u>AJ Euckert</u></p> <p><i>Title:</i> <u>Town Administrator</u></p> <p><i>Date:</i> _____</p>
--

**SCHEDULE G
PROOF OF INSURANCE**

Insurance Agent Name: _____

Agency Name: _____

Address: _____

Phone Number: _____

E-Mail: _____

Ladies and Gentlemen:

Please add CLAYTON HOLDINGS, LLC as both co-loss payee and additional insured under the property insurance covering the Equipment listed on attached Schedule A, and as additional insured under the general liability insurance policy. The minimum liability coverage is \$1,000,000.00. Please mail or fax an insurance certificate to:

Clayton Holdings, LLC
P.O. Box 11309
St. Louis, MO 63105
Fax # 314-746-3744

Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance.

Please note that the Bank requires 30 day written notice of cancellation of the policy covering leased equipment.

Lessee: Town of Lochbuie, Colorado

Authorized Signature: _____

Printed Name: AJ Euckert

Title: Town Administrator

Date: _____



SCHEDULE H

ACH Payment Authorization Form

Lease No. / Loan No: 5000308-007

Lessee / Borrower: Town of Lochbuie, Colorado

I authorize Commerce Bank ("Commerce") to initiate debit entries and to initiate, if necessary, credit entries and adjustments for any debit entries in error on behalf of CBI Equipment Finance, Clayton Holdings or Commerce Bank as lender or lessor in the amount shown, and from the checking or savings account with the depository institution ("Bank") named below, on the payment due date.

Bank Name: _____

Address: _____

ABA Routing No.: _____

Account No.: _____ (X) Checking () Savings

This is a (X) New or () Updated authorization form.

Semi-Annual Debit Amount(s): In Accordance with Schedule C

Begin Auto Debit with Invoice Date Due: In Accordance with Schedule C

The final or balloon payment, if different from the Semi-Annual payment, will not be auto debited.

I understand that this authorization will remain in full force and effect until I notify COMMERCE BANK at the address or phone number below that I wish to revoke this authorization. I understand that COMMERCE BANK requires at least 5 days prior notice in order to process any such cancellation.

X _____ X _____

Borrower / Lessee Signature

Date

Note that there is NO charge for this service.

Also, your "Bank" need not be Commerce Bank to benefit from this feature. Any bank account can be auto debited. To commence service please return this form with your document package or **send this signed form and a voided check (unless COMMERCE BANK is already currently debiting this same account for another lease schedule) to:**

COMMERCE BANK
P.O. Box 11309
Clayton, MO 63105 or
LeasingACH@Commercebank.com

To discontinue or amend service, please email the request to the address above or call COMMERCE BANK at 314.746.3726.



8000 Forsyth Boulevard, Suite 510
Saint Louis, Missouri 63105-1797

February 9, 2024

Denise Rademacher
Town of Lochbuie, Colorado
703 Weld County Road 37
Lochbuie, Colorado 80603

Dear Ms. Rademacher:

Enclosed is a draft IRS form 8038G related to the lease financing described above. **The enclosed form is required to be filed by you, as the lessee, with the IRS in connection with the lease financing.** As a courtesy, we have prepared and forwarded the enclosed draft to you for your review, execution and filing. The information included in the form is based on information you provided in connection with the application for the lease financing and the execution and delivery of the lease documents (including the 8038 Questionnaire).

Once executed, an original of the executed form is required to be filed with the Internal Revenue Service at the following address no later than May 15, 2024.

If sent by US postal service to:

Department of the Treasury
Internal Revenue Service Center
Ogden, Utah 84201

If sent by overnight delivery service to:

Department of the Treasury
Ogden Internal Revenue Submission
Center
1973 Rulon White Boulevard
Ogden, Utah 84201

We recommend that you obtain proof of mailing as you would with any tax return filed with the IRS, in the event that the form is lost in transmission or misfiled by the IRS and that such proof be filed with other documents related to the lease financing.

If you have any questions regarding this form or the requirement to file it, please feel free to contact me.

Sincerely,

Nancy Mullen
Municipal Lease Administrator
Email: nancy.mullen@commercebank.com
Phone: 617-584-2868

Part I Reporting Authority		Check box if Amended Return <input type="checkbox"/>	
1 Issuer's name Town of Lochbuie, Colorado		2 Issuer's employer identification number (EIN) 84-0743323	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) 703 Weld County Road 37	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code Lochbuie, Colorado 80603		7 Date of issue February 9, 2024	
8 Name of issue		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information Denise Rademacher, Finance Director		10b Telephone number of officer or other employee shown on 10a 303-990-5775	

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.

11 Education	11
12 Health and hospital	12
13 Transportation	13
14 Public safety	14
15 Environment (including sewage bonds)	15
16 Housing	16
17 Utilities	17
18 Other. Describe ▶ 2024 John Deere 410P Backhoe	18 172,890
19a If bonds are TANs or RANs, check only box 19a <input type="checkbox"/>	
b If bonds are BANs, check only box 19b <input type="checkbox"/>	
20 If bonds are in the form of a lease or installment sale, check box <input type="checkbox"/>	

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	02/09/2031	\$ 172,890.00	\$ N/A	7 years	4.8600 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22
23 Issue price of entire issue (enter amount from line 21, column (b))	23
24 Proceeds used for bond issuance costs (including underwriters' discount)	24
25 Proceeds used for credit enhancement	25
26 Proceeds allocated to reasonably required reserve or replacement fund	26
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27
28 Proceeds used to refund prior taxable bonds. Complete Part V	28
29 Total (add lines 24 through 28)	29
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	▶	_____ years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	▶	_____ years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	▶	_____
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	▶	_____

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____		
c	Enter the name of the GIC provider ▶ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____		
c	Enter the EIN of the issuer of the master pool bond ▶ _____		
d	Enter the name of the issuer of the master pool bond ▶ _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box <input type="checkbox"/>		
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box <input type="checkbox"/>		
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ▶ _____		
c	Type of hedge ▶ _____		
d	Term of hedge ▶ _____		
42	If the issuer has superintegrated the hedge, check box <input type="checkbox"/>		
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box <input type="checkbox"/>		
44	If the issuer has established written procedures to monitor the requirements of section 148, check box <input type="checkbox"/>		
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____		
b	Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____		

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.		
	Signature of issuer's authorized representative	Date	AJ Euckert, Town Administrator Type or print name and title

Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Firm's name ▶			Firm's EIN ▶	
	Firm's address ▶			Phone no.	

8038-G QUESTIONNAIRE

Name of Lessee: Town of Lochbuie, Colorado
 Address of Lessee: 703 Weld County Road 37, Lochbuie, Colorado 80603
 Contact Person: Denise Rademacher, Finance Director
 Telephone Number: 303-990-5775
 Email Address: finance@lochbuie.org
 Lessee's FEIN: 84-0743323

GENERAL

In October 2021, the Internal Revenue Service (“IRS”) updated Form 8038-G (the form used by Lessees to report the issuance of a tax-exempt obligation). The revised Form 8038-G asks specific questions about written procedures to: (1) monitor private use of assets financed with proceeds of a tax-exempt obligation and, as necessary, to take remedial actions to correct any violations of federal tax restrictions on the use of financed assets; and (2) monitor the yield on the investment of gross proceeds of tax-exempt obligations and, as necessary, make payments of arbitrage rebate earned to the United States. In addition, the revised Form 8038-G asks Lessees to report whether any proceeds will be used to reimburse the Lessee for an expenditure paid prior to issuance. This questionnaire is designed to obtain the information necessary to complete Form 8038-G for the Lease. Lessee will be required to review and approve the information entered prior to signing the 8038-G form.

At this time, the consequences of not having adopted written procedures to monitor private use of financed assets and yield on the investment of gross proceeds of tax-exempt obligations are unknown. If you have further questions, please consult your regular bond or legal counsel.

Part 1 – Written Tax Compliance Procedures

Note: If either of these questions is not answered, we will assume the Lessee has not adopted the described procedures.

1. Has the Lessee established written procedures to monitor compliance with federal tax restrictions for the term of the lease? The written procedures should identify a particular individual within Lessee’s organization to monitor compliance with the federal tax requirements related to use of the financed assets and describe actions to be taken in the event failure to comply with federal tax restrictions is contemplated or discovered. **Yes ____ No ____**
2. Has the Lessee established written procedures to monitor the yield on the investment of proceeds of the Lease on deposit in an escrow account or similar fund prior to being spent and to ensure that any positive arbitrage rebate earned is paid to the United States? **Yes ____ No ____**

Part 2 – Reimbursement of Prior Expenditures

1. As of the funding date, were any of the proceeds of the Lease used to reimburse Lessee for expenditures paid to acquire the financed assets prior to the funding date of the Lease? **Yes ____ No ____**

If yes, please attach a spreadsheet listing the expenditure(s) together with the date paid, vendor paid and purpose of the expenditure or other proof of the expenditure(s) containing this information (i.e. invoices, receipts, cancelled checks).

Items 2 and 3 need to be completed ONLY if the answer to item 1 above is YES.

2. Please attach a copy of Lessee’s resolution of intent to finance the financed assets, which includes date of adoption.
3. What is the amount of proceeds of the Lease reimbursed to Lessee? \$ _____

BY: _____

NAME: AJ Euckert

TITLE: Town Administrator

DATE: _____

Agenda Item Summary

MEETING DATE: February 6, 2024
SUBJECT: Resolution 2024-11, approving an Engagement Agreement with Brownstein Hyatt Farber Schreck, LLP
PRESENTED BY: A.J. Euckert, Town Manager

SUMMARY

This Engagement Agreement from Brownstein Hyatt Farber Schreck, LLP is for legal services related to public/private partnerships.

BACKGROUND

Carolynne White, with Brownstein Hyatt Farber Schreck, LLP, is widely regarded as a preeminent attorney with specialized knowledge related to public/private partnerships. Her help in facilitating development within and adjacent to the Town is critical to carrying out the economic development goals of the Town Board.

FINANCIAL CONSIDERATIONS

The Town has funds allocated to legal services in the 2024 adopted budget. Additionally, these legal and other professional services may be eligible for reimbursement should the Town set up an Urban Renewal Authority or other improvement districts.

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends the following motion, if not approved with the entire Consent Agenda...

“I move to approve Resolution 2024-11, an Engagement Agreement with Brownstein Hyatt Farber Schreck, LLP.”

ATTACHMENTS

Resolution 2024-11
BHFS Engagement Agreement

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

RESOLUTION NO. 2024-11

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF LOCHBUIE,
COLORADO, APPROVING AN ENGAGEMENT AGREEMENT FOR LEGAL
SERVICES WITH BROWNSTEIN HYATT FARBER SCHRECK, LLP**

WHEREAS, the Town requires legal services from Brownstein Hyatt Farber Schreck, LLP, which has the required specialized knowledge, skill, reputation, and experience to satisfy the specialized needs of the Town; and

WHEREAS, the Town desires to enter into an Engagement Agreement in the form attached hereto with Brownstein Hyatt Farber Schreck, LLP for legal services related to public/private partnerships as set forth therein.

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

Section 1. The Town Board of Trustees (a) incorporates the above recitations as findings of the Board, and (b) authorizes the Town Administrator, in consultation with the Town Attorney, to execute on behalf of the Town the Engagement Agreement in the form attached hereto as Exhibit A.

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

ADOPTED THIS 6TH DAY OF FEBRUARY, 2024.

TOWN OF LOCHBUIE, COLORADO

ATTEST:

Michael Mahoney, Mayor

By: _____
Heather Bowen, Town Clerk

EXHIBIT A
BHFS Engagement Agreement

January 24, 2024

VIA E-MAIL ONLY –
ajeuckert@lochbuie.org

A.J. Euckert, Town Manager
Town of Lochbuie
703 WCR 37
Lochbuie, CO 80603

RE: Engagement Agreement for Legal Services – Special Counsel for Public Private Partnerships - Town of Lochbuie

Dear AJ:

Thank you for selecting Brownstein Hyatt Farber Schreck, LLP (the “Firm”) to serve as legal counsel to the Town of Lochbuie (“the Town” or “you”) in connection with public private partnerships to facilitate development within and adjacent to the Town. We are very pleased and privileged to work with you, and we appreciate the opportunity to represent you. The purpose of this engagement letter (the “Agreement”) and the attached Standard Terms and Conditions which are incorporated into this letter by this reference (the “Terms”) is to outline the nature and scope of the engagement and our respective responsibilities and expectations.

The Client: The Firm will represent the Town but not its principals, corporate parents or other owners, subsidiaries, or other affiliates.

Scope of Engagement: This Agreement and the Terms apply to the engagement described above as well as future engagements with respect to which you ask and the Firm agrees to represent you, unless we execute a separate agreement for one or more separate engagements. Services rendered to you prior to your signing this Agreement are subject to the provisions of this Agreement and the Terms.

Staffing, Fees, Costs and Billing Arrangements: In the course of our representation, it is anticipated that I will supervise and coordinate most of the work on this matter, with the assistance of any attorneys, land use planners, paralegals, law clerks, legal assistants, and other staff working with me.

My hourly rate is \$790.00. I can be reached directly at 303.223.1197 and via email at cwhite@bhfs.com. To best serve your interests, we may assign other attorneys affiliated with the Firm to represent you if, in our judgment, that becomes necessary or desirable. We have currently assigned Angela Hygh to assist with this matter. Angela's hourly rate is \$455.00. She can be reached directly at 303.223.1143 or by email at ahygh@bhfs.com. We also may assign attorneys who are independent contractors to the Firm and whose hourly billing rate will be passed on to you with a factor for the firm's overhead and profit.

Our fees are based primarily on the actual amount of time spent by our attorneys and other professionals performing services for you, including attending, conducting or making, as applicable, telephone calls, conferences, court appearances, research and investigations, traveling, and preparing letters, pleadings, briefs, agreements, and other documents. We will bill for our services at our applicable hourly billing rates in effect at the time we render the services, which are available upon request. In the course of providing services to you, it may be necessary for us to incur certain costs. You agree to reimburse us in accordance with the Terms for all reasonable costs that we actually incur and for the Firm's administrative fee. For more information on billing, including third party and other costs for which you will be billed, rate changes and other factors affecting fees and other charges, please refer to the Terms.

Billing Period and Payments: We will bill you on a monthly basis or such other periodic basis as we may determine. Except as otherwise set forth herein, you agree to make payment of all outstanding fees and costs within 30 days of your receipt of a billing statement. We reserve the right to charge interest on overdue amounts at the rate of 1.5% per month, or the maximum interest rate permitted by law, whichever is less, from the date due until paid. You agree to pay such interest on the outstanding balance in addition to the balance of fees and expenses due.

Conflicts of Interest: We have conducted a search in our conflicts database of your name and the names of your owners, principals and affiliates and all adverse parties and their owners, principals and affiliates that you provided to us, as applicable. Based on the information provided, we have discovered no conflicts. To help us continue to assess conflicts, however, we will depend on you to keep us advised of changes in the Town's owners, principals, affiliates and potential adverse parties that might affect our analysis of actual or potential conflict of interests.

Complete Agreement: This Agreement and the Terms contain all the terms and provisions of and related to our engagement. This Agreement and the Terms may only be amended in a writing signed by a representative of the Firm and you.

If you agree with the terms and provisions of this Agreement and the Terms, please countersign this letter where indicated below and return it to us at your earliest opportunity. If you have any questions, please feel free to contact me or a member of our team.

Sincerely,

BROWNSTEIN HYATT FARBER SCHRECK, LLP

By: 
Carolynne C. White

Acceptance of Agreement and Standard Terms and Conditions:

The undersigned entity represents and warrants that it has the power and authority and that the individual signing on its behalf below has been authorized to enter into and sign this Agreement. The undersigned does hereby engage Brownstein Hyatt Farber Schreck, LLP in accordance with the terms of this Agreement and the attached Standard Terms and Conditions, effective as of the date of this Agreement.

TOWN OF LOCHBUIE

By: _____
Name: AJ Euckert
Its: Town Manager

Duties of the Parties: Brownstein Hyatt Farber Schreck, LLP (the “Firm”) agrees to represent you in accordance with the accompanying Engagement Agreement for Legal Services (the “Agreement”) and these Standard Terms and Conditions (the “Terms”). You agree to fully cooperate with us, be open and truthful, provide us with complete information pertaining to the representation, keep us informed of developments, promptly respond to our inquiries and communications, and pay our bills in a timely manner.

Fees: We record time in 6-minute increments unless other arrangements are made, and our billing statements will be based on time recorded in those increments. You agree to pay our fees based on time expended on your behalf, computed on an hourly basis at our then applicable rates for this engagement for the applicable attorneys and staff assigned to the matter. Generally speaking, these hourly rates currently are, with limited exceptions, as follows:

Shareholders:	From \$470 to \$1,575 per hour
Counsel:	From \$435 to \$1,285 per hour
Associates:	From \$380 to \$ 670 per hour
Lit Support Analysts:	From \$210 to \$ 430 per hour
Land Use Planners:	From \$255 to \$ 560 per hour
Paralegals:	From \$170 to \$ 485 per hour
Law Clerks:	From \$260 to \$ 455 per hour
Legal Assistants:	From \$135 to \$ 345 per hour

We change our rates, as well as our other standard charges, from time to time (typically on January 1 of a calendar year), to reflect competitive or market conditions, inflation, changes in attorney seniority or status, changes to our rates generally, changes in the nature or scope of the services performed and other factors. Unless otherwise agreed to in writing, you agree that any new rates or charges apply prospectively to all matters then being handled by the Firm for you. You agree to pay all fees billed at the then-current rates. Individual rate changes will be reflected in the first billing statement that includes the new rates and will be evident from the information you receive with each bill.

Outside Contract Attorneys and Legal Assistants: You agree that we may utilize contract attorneys and legal assistants who are supervised by our attorneys but not employed by the Firm, and who may reside inside or outside of the United States. Contract attorneys typically will be billed at the rates of the attorneys at the firm who provide a comparable, applicable level of service, if not otherwise agreed to in writing.

In-House Costs and External Expenses: In addition to fees incurred for legal work, your statement will include other charges and costs, some of which are summarized below, that you agree to pay.

Charges for long distance telephone calls, in-office copying, ordinary postage, and deliveries made by in-house staff are covered by an administrative fee, currently calculated at 2.5% of fees incurred. This administrative fee is charged in lieu of itemizing those costs.

Other costs which you agree to pay include, but are not limited to: computer-assisted legal research; third party vendor fees (including document copying, transcript production, depositions, e-discovery file processing, and trial preparation materials); messenger and other delivery fees; the cost of licensing and installing special computer applications used to manage your case; secretarial overtime (when required by the urgency of your matter); extraordinary administrative, technical or accounting support; professional mediator, arbitrator, and/or special master fees; other vendor costs; and reasonable expenses for travel, meals and hotel accommodations.

For matters that involve e-Discovery, it may be necessary for the Firm to undertake the tasks of collecting, processing, filtering, hosting, reviewing and/or producing electronic data. A listing of e-Discovery services along with the specific rate at which each service will be billed, which accounts for both the Firm’s direct cost and overhead and related expenses, is available upon request. Charges for services such as hosting may continue to be billed for as long as we continue to maintain e-Discovery data in an active or inactive server environment.

We may select experts, consultants and investigators who in our judgment are necessary to aid in the preparation of your matter. We will inform you of the persons selected and their charges. You authorize us to incur all reasonable costs and to hire such experts, consultants and investigators, and you agree to pay these expenses.

At our discretion, all costs may be included on your statement or billed directly to you. We may also require that you advance to us the estimated amount for such items prior to our incurring them on your behalf. You agree to pay such costs, and we assume no obligation to advance any costs on your behalf or to pay vendors, experts, consultants or other third parties we engage on your behalf.

Estimates Not Binding: It is often impractical to determine in advance the amount of time and effort that will be needed to complete all the necessary work on a matter or the total

amount of fees, charges, and costs that may be incurred. Additionally, if any estimates or budgets are provided, they may need to be adjusted upward or downward in response to changing circumstances. Accordingly, unless otherwise expressly agreed in writing, our estimates and budgets are not intended to be binding, are subject to unforeseen or unanticipated circumstances, and do not limit or “cap” our fees and other charges or costs.

No Guarantees: Comments or expressions of opinion about the potential outcome of your matter or any phase thereof are expressions of opinion only. We cannot guarantee the outcome or make any promises in that regard. Unless otherwise specifically agreed in writing, our fees are not contingent upon the outcome or completion of a matter.

Billing Disputes: You agree to inform us of any dispute you may have with respect to a billing statement within ten (10) days of the statement date. Even if you dispute a portion of a billing statement, you agree to pay the undisputed portion within 30 days of your receipt of the statement. You will be responsible for any costs of collection incurred by the Firm, including reasonable attorneys’ and paralegals’ fees and costs.

Retainer Deposits: You agree to pay advance fee deposits in accordance with the provisions of the Agreement and the Terms. In addition, for matters involving litigation, arbitration, or adjudication of disputes in other tribunals, we reserve the right to request from you an additional deposit before trial or hearing in an amount reflective of the anticipated fees and costs of that proceeding. You agree to timely provide such a deposit. If you do not provide this deposit, we shall have the right to withdraw from this representation, consistent with our obligations under applicable law and the rules of professional conduct, and you agree not to oppose our withdrawal.

Responses to Auditors’ Inquiries: We are frequently asked to provide information to third-party auditing firms regarding legal matters of our clients. We respond to those inquiries with the same level of care that we use to handle our clients’ other legal work, and we will charge for these services at the hourly rates applicable to your engagement. When an auditing firm requests information on your behalf, that request will be deemed to be your consent for us to disclose the requested information to that auditing firm and to bill for those services.

Permission to List the Company as a Client: Occasionally, we may provide lists of representative clients or matters to legal or other publications and may use our clients’ names or a description of their matters in marketing materials. Unless

you instruct otherwise, you agree that such use is acceptable.

Communications and Special Requirements: During the course of our engagement, we may exchange emails and electronic versions of documents with you using commercially available software. Such communications are occasionally victimized by the creation and dissemination of viruses and other destructive electronic programs and hackers who compromise the privacy of electronic communications. Our virus scanning software may also occasionally reject a communication that you send to us, or we may send you a message that is rejected by your system. Although infrequent, these occurrences are to be expected as part of the ordinary course of business. Accordingly, we cannot guarantee that our communications and documents will always be virus-free or immune from invasions of expected privacy. If for these or other reasons you would prefer or require that we not use electronic communications or that we follow special instructions or encrypt emails or other communications, you should promptly advise in writing those working on your matters of such preferences or requirements.

Public Policy Services and Business Conflicts: The Firm provides a wide array of public policy services to many clients around the world. These services include legislative and administrative representation on matters that may affect your interests, directly or indirectly. As a condition of our undertaking to represent you, you hereby waive any objection to any conflict of interest that might be deemed to be created by our representation of other clients in legislative or administrative policy matters that are unrelated to the specific representation we have been asked to undertake on your behalf. Your waiver permits us to represent another client in advocating a change in law or policy areas even if the policy we advocate would or might have a direct or indirect adverse impact upon your interests.

Ownership of Records and Files: You understand and agree that your client file consists of any correspondence, legal memoranda, pleadings, agreements, or other documents that the Firm retains in its electronic document management system, which is duplicated in hard copy. It is our policy to destroy all client files (including all documents and materials therein) no less than eight years following completion of each matter. This file destruction procedure is automatic, and you will not receive further notice prior to the destruction of these files. Accordingly, we advise you to maintain your own files relating to the matters which we are handling. Alternatively, you may request, prior to our scheduled destruction date, that we deliver all or certain

portions of these client files to you rather than destroying them.

Termination: You may terminate our services at any time. If you choose to do so, you agree to give us prompt notice of the termination. Upon such termination, you will remain obligated to pay for all services rendered and costs paid or incurred on your behalf before the termination or which are reasonably necessary thereafter. If we are attorneys of record in any proceeding, you agree to promptly execute and return to us appropriate documents effecting our substitution or withdrawal. We will promptly return to you any remaining balance of your retainer as well as a copy of your client file, as described above.

Except to the extent limited by applicable law or rules of professional conduct, we may also withdraw from this representation at any time. We may withdraw, by way of example, if:

- You fail to fulfill an obligation to the Firm or to honor the terms of the Agreement or these Terms, such as by failing to pay our statements or to post deposits in a timely manner;
- You make it unreasonably difficult to represent you;
- Our continued representation of you will result in an unreasonable financial burden on the Firm; or
- Facts or circumstances arise that, in our view, render our continuing representation unlawful or unethical.

If we elect to withdraw, you agree to take all steps reasonably necessary to free us of any obligation to perform further services. Notwithstanding such withdrawal, you will remain obligated to pay us for all services provided and to reimburse us for all costs paid or incurred on your behalf before the termination or which are reasonably necessary thereafter.

Our representation of you will be considered terminated at the earliest of your termination of our representation, our withdrawal from our representation of you, or the substantial completion of our work for you (as may be evidenced by a final bill, by a substantial period of inactivity, or otherwise).

Disputes: All disputes arising out of or relating to the Agreement and these Terms shall be resolved in a binding arbitration administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The arbitration will take place in, and be administered in

accordance with the laws of, the state in which the legal services provided by the Firm were primarily performed. The arbitrator shall award the substantially prevailing party its reasonable attorney fees and costs, and judgment on the award may be entered by a court of competent jurisdiction.

Interpretation and Effective Date: The Agreement and these Terms supersede all other prior and contemporaneous written and oral agreements and understanding between us, including any outside counsel guidelines or service level agreements, or the like, that you adopt, unless such outside counsel guidelines or service level agreements have been provided to us prior to the date of the Agreement or unless the Agreement and these Terms have been made expressly subject thereto. You acknowledge that no promises have been made to you by us other than those in the Agreement and these Terms. In the event that these Terms conflict with the Agreement, the Agreement will govern. If any provision of these Terms or the Agreement is found unenforceable, the remaining provisions will remain in effect. If the Agreement does not take effect for any reason, you will still be required to pay us the reasonable value of any services we performed for you and all costs actually and reasonably incurred on your behalf.

Agenda Item Summary

MEETING DATE: February 6, 2024
SUBJECT: Resolution 2024-12, approving a professional services proposal from Galloway for right-of-way mapping
PRESENTED BY: A.J. Euckert, Town Manager

SUMMARY

This proposal from Galloway encompasses rights-of-way surveying and mapping consisting primarily of streets and roads.

BACKGROUND

Having accurate mapping of Town rights-of-way is critical to our maintenance and planning efforts. Galloway has the expertise and has worked in the area, giving them familiarity with the project. Being mindful of the costs, we had them break the project into two phases. Phase one would begin in the near future, and phase two can take place as timing dictates.

FINANCIAL CONSIDERATIONS

While not budgeted, the Town has funds to accommodate the project.

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends the following motion, if not approved with the entire Consent Agenda...
“I move to approve Resolution 2024-12, a professional services proposal from Galloway.”

ATTACHMENTS

Resolution 2024-12
Galloway proposal

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

RESOLUTION NO. 2023-12

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF LOCHBUIE,
COLORADO, APPROVING A PROPOSAL FROM GALLOWAY FOR
PROFESSIONAL SERVICES**

WHEREAS, the Town received two proposals for mapping rights-of-way; and

WHEREAS, the Town desires to enter into an Agreement in the form attached hereto with Galloway to perform the professional services listed in the proposal.

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

Section 1. The Town Board of Trustees (a) incorporates the above recitations as findings of the Board, and (b) authorizes the Town Administrator, in consultation with the Town Attorney, to execute on behalf of the Town a professional services agreement in the form attached hereto as Exhibit A, or the Town’s standard professional services agreement which would incorporate all or parts of the Galloway proposal. Minor revisions to the Galloway proposal may be made to protect the Town, but the project costs listed in the proposal shall not be exceeded.

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

ADOPTED THIS 6TH DAY OF FEBRUARY, 2024.

TOWN OF LOCHBUIE, COLORADO

ATTEST:

Michael Mahoney, Mayor

By: _____
Heather Bowen, Town Clerk

EXHIBIT A
Galloway Proposal



5265 Ronald Reagan Blvd., Suite 210
Johnstown, CO 80534
970.800.3300 • GallowayUS.com

February 1, 2024

Town of Lochbuie
AJ Euckert
703 Weld County Road 37
Lochbuie, CO 80603

RE: Multiple Rights of Way mapping near, Lochbuie, CO. Professional Services Proposal

Dear Mr. Euckert:

Galloway is pleased to provide our Professional Services Agreement (“Agreement”) to the Town of Lochbuie. The requested scope of services and associated fees are outlined in the attached Professional Services Agreement and is intended to cover Galloway’s survey services for this project.

Galloway is a full-service engineering, architecture and planning company that has provided comprehensive land development services since 1982 and is licensed in 46 states. With offices in Colorado, Utah, Kansas, Georgia and California, we provide all major services under one roof and have the capabilities necessary to successfully manage a project from planning through construction completion. Galloway’s services include due diligence; land development consulting; site planning; surveying; civil, mechanical, electrical and structural engineering; architecture; landscape architecture; site lighting analysis; commissioning; and construction contract administration. Our diverse client base includes local, regional and national developers, builders and retailers. We pride ourselves on providing quality, cost-effective, and reliable services and building enduring client relationships.

If the general terms of this proposal are acceptable, Galloway is prepared to execute this Agreement, or upon review and mutual agreement of the contractual conditions, the Client’s Agreement. In either case, the attached Scope of Services, and any mutually agreeable revisions thereto, would be incorporated into said Agreement.

We appreciate the opportunity to submit our professional services proposal to you. Galloway strives to provide a superior level of service that reflects our dedication to timely and cost-effective projects, exceptional communication and the highest-quality deliverables. We are committed to your project’s success and look forward to working with you. If you have any questions, please feel free to contact me at (970) 800-3300. Thank you for considering Galloway!

Sincerely,
GALLOWAY & COMPANY, INC.

Frank A. Kohl, Principal, PLS, Senior Survey Project Manager
Frankkohl@GallowayUS.com

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (hereinafter referred to as "Agreement") is made as of February 1, 2024, between the Town of Lochbuie (hereinafter referred to as "Client"), and Galloway & Company, Inc., a Colorado Corporation, and its Subsidiaries (collectively hereinafter referred to as "Galloway"), and jointly referred to as the "Parties." The agreement is binding upon the Parties, their successors and assigns. The Client understands the terms and conditions set forth and willingly enters into this Agreement.

The terms of this Agreement shall cover all services performed by Galloway for the Client prior to the execution of this Agreement, if any. Services not specifically identified in the Scope of Services presented herein are excluded from this Agreement. Deviations from the Scope of Services, whether Client-driven or through the agency review and approval processes, will be justification for amendment to this Agreement.

The Schedule of Rates and Contractual Conditions attached are incorporated by this reference.

SCOPE OF SERVICES

PRIMARY RIGHT OF WAY SURVEY (9+ MILES)

SECONDARY RIGHT OF WAY SURVEY (9+ MILES)

Right of Way Research and Determination

Galloway will work with the Town of Lochbuie staff to determine the Right of Way width for the designated roads. This effort will include review of Annexation and Plat maps, records of the Weld County Accessor's office, Title reports provided by a title company and other available Town documents.

Control Survey

Galloway will extend our Modified Colorado State Plane control that we've used for the extensive development work we are doing in the area.

Right of Way Field Survey

Based on the findings of our research, Galloway will conduct a field survey. approximately 57 Aliquot Corners will be located and used as a base to plot record information for the rights of way. Additional right of way monuments will be located if apparent in the field. NOTE: This is not a boundary survey. Found monuments will be used to reference and control record right of way information which will be graphically depicted on right of way exhibits.

Title Company Coordination

Galloway will coordinate with the title company for O&E Reports, acquiring deeds that impact the rights of way. Fees associated with the title company will be handled as a pass-through expense and invoiced to the client.

Mapping

Using the right of way exhibits created from the found aliquot corners and other evidence, Galloway will prepare a series of maps, indicating right of way widths for the designated roads.

Legal Descriptions and Exhibits

Galloway will prepare a legal description and exhibit from the record parcel information, for the right of way of each of the approximate 224 abutting parcels.

Meetings and Coordination

Galloway will attend meetings as requested by the Town to coordinate project details. These meetings will be attended on a time and expenses basis.

ASSUMPTIONS AND CLARIFICATIONS

- Individual parcel boundaries will not be determined during this survey. Parcel legal descriptions and exhibits will be based on record information and found aliquot line monuments.
- In this proposal it's assumed that adequate monumentation necessary to determine the right of way will be found to reasonably depict the right of ways. If adequate monumentation is not found, we will contact the Client prior to proceeding with the survey.
- The fee for this proposal includes addressing one (1) set of Client comments regarding revisions, clarification or edits. It is assumed Galloway will receive all comments from all involved parties at the same time to be addressed at one (1) time. If additional comments are received or as otherwise noted or requested revisions extend beyond the aforementioned items or scope, additional fees shall apply, and the request will be addressed on a Time and Materials (T&M) basis.
- Client will provide or obtain all necessary permissions for access to all portions of the abutting property or adjoining properties necessary to complete the field effort of the survey.
- This scope is limited to the items listed above. Additional scope items requested by the Client may include additional fees.
- The rights of way to be surveyed for this effort are limited to the roads listed above.
- Commencement of work will not begin until this agreement is signed and received by both parties.

SPECIFIC EXCLUSIONS

- This is not a boundary survey, no monuments will be set.
- Extending the survey to include the Aliquot break down of adjoining sections
- All items related to the vertical aspects of the site.
- Any additional scope items not specifically listed above
- Zoning research or designations
- Determination of rights of use of any features/easements/trails/roads or any others
- Any copies of survey notes/sketches/point list or other survey related items, unless agreed upon via written correspondence
- Revisions deemed beyond the limits or intent of this scope
- Any forms/letters/spreadsheets or drawings not listed above

CLIENT RESPONSIBILITIES

- Provide Town support as needed for the successful completion of the project.
- Provide necessary permissions and if needed, access to the site and abutting properties.

DELIVERABLES

- Galloway will provide the client with a PDF of the final right of way survey, signed and sealed by a Professional Land Surveyor licensed in the State of Colorado.
- Galloway will prepare Mapping per County requirements for all included right of ways.
- Galloway will prepare legal descriptions and exhibits of the rights of way for each abutting parcel.

SCHEDULE

Galloway Survey can commence work immediately upon receiving the signed agreement and a written Notice to Proceed and will anticipate delivery of a draft survey for your review within 8 weeks of the Notice to Proceed. This timeline is driven by the title company, which will require 3-4 weeks to get the needed documents.

It is understood that the timing for this survey is important. Galloway will make all reasonable efforts to complete the survey in the time frame noted, however outside factors may have influence on the schedule such as but not limited to weather, access permissions or other unforeseen circumstances. If a circumstance or situation occurs that may Galloway & Company, Inc.

impact the delivery schedule, Galloway will notify the client to either resolve the situation or determine a new delivery schedule.

COMPENSATION

The Scope of Services provided herein will be provided on a time and materials (T&M) basis pursuant to the Schedule of Rates in effect at the time services are rendered and expenses incurred. The estimated fee of **\$51,515.00 for the primary road documents and \$42,425.00 for the secondary road documents** as shown in the table below. These fees are based upon our understanding of the project scope at this time and should not be construed as a not-to-exceed amount unless otherwise noted. A copy of Galloway’s current Schedule of Rates is incorporated herein as Exhibit B.

Scope FEE Summary

PRIMARY ROADS		
1	Control	\$1,825
2	Parcel, Monument and Parcel Research	\$6,975
3	Field Survey	\$14,400
4	Create Right of Way Drawing	\$6,000
5	Prepare 33 Right of Way Maps	\$8,625
6	Prepare 128 Legal Descriptions and Exhibits	\$13,050
7	Title Company Parcel Reports	\$640
8	PRIMARY ROADS SUB-TOTAL	\$51,515.00
SECONDARY ROADS		
9	Parcel, Monument and Parcel Research	\$8,175
10	Field Survey	\$11,350
11	Create Right of Way Drawing	\$5,450
12	Prepare 15 Right of Way Maps	\$4,700
13	Prepare 120 Legal Descriptions and Exhibits	\$12,250
14	Title Company Parcel Reports	\$500
15	SECONDARY ROADS SUB-TOTAL	\$42,425
Total Lump Sum		\$93,940

ADDITIONAL SERVICES (FEES TO BE NEGOTIATED UNDER SEPARATE CONTRACT)

GIS Data Base

Galloway will prepare GIS Shape Files containing agreed to Metadata and insert these files into the Town of Lochbuie GIS Data Base.

Aerial Imagery

Galloway will provide aerial imagery which could include:

- Orthorectified photos of each right of way or corridor.
- Yearly or quarterly photos that would show changes to active development areas.
- Contours that could support conceptual design efforts.

Galloway invoices on a fixed fee and/or time and material (T&M) basis. Fixed fee scope items are invoiced on a percent-complete basis, while T&M items are invoiced pursuant to the Schedule of Rates in effect at the time services are rendered and expenses incurred. A copy of the current Schedule of Rates is attached herein. Changes to the Scope of Services and compensation shall be identified in a Service Authorization addendum and commence only upon the Client's execution of the Service Authorization. T&M fees presented herein are estimates and should not be construed as not-to-exceed amounts. Reimbursable expenses shall be invoiced at 1.10 times the direct out-of-pocket expense. These reimbursable expenses include, but are not limited to, permit fees, review and recording fees, reasonable travel costs, communication costs, equipment and facility rentals, subconsultant fees, reproduction costs, and courier and shipping fees. Invoicing is performed monthly with payment due net 30 days from the date of invoice. Amounts unpaid 30 days after the invoice date shall include a service charge of 1.5% per month. Collection charges, including attorney's fees and court costs are payable by Client in the event of late payment. Final payment is required prior to the release of any signed and stamped drawings, reports, or other Instruments of Service, as defined herein under Contractual Conditions.

It should be noted that the fee estimate is based upon Galloway's understanding of the project scope at the time that the estimate is provided. The fee estimate is also based upon a standard performance schedule for services. Compressed schedules will increase the fee estimate. Unforeseen conditions or necessary revisions may require Galloway to submit a Scope of Services addendum and obtain approval from Client prior to proceeding with the modified scope. Galloway's Schedule of Rates is subject to change.

Galloway is hereby authorized by Client to proceed with the above referenced Scope of Services as set forth in this Agreement between Galloway and Client.

ACCEPTED BY

Galloway & Company, Inc.

Town of Lochbuie

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

Title: _____

Title: _____

CONTRACTUAL CONDITIONS

The following conditions are necessary for completion of the Scope of Services provided herein, or in subsequent Service Authorizations, in a timely and orderly manner and within the rates set forth in the applicable Schedule of Rates as defined by this Agreement under Compensation. For the purpose of this Agreement, designs, drawings, reports, calculations, specifications, electronic data and similar services and deliverables in either electronic or hard copy form are the "Instruments of Service."

A. Standard of Care: Services provided by Galloway under this Agreement will be performed in a manner consistent with that degree of skill and care ordinarily exercised by members of the same profession currently practicing under similar circumstances in this geographic area.

B. Subcontractors: Galloway shall not subcontract any part of its services under this Agreement without first providing notice to Client. Client consents to any subcontractor or subconsultant listed in the Scope of Services. Galloway shall obligate any subcontractor to agree to compliance with all applicable provisions of this Agreement. Nothing contained in any subcontract shall create a contractual relationship between Client and any such subcontractor.

C. Reuse of Documents:

1. Client acknowledges Galloway's Instruments of Service, prepared by Galloway and its subconsultants are for use solely on the Project. Galloway and its subconsultants, as authors and owners of their respective Instruments of Service, retain all common law, statutory and other reserved rights, including copyrights. Distribution of Instruments of Service for regulatory or other Project purposes is not a publication in derogation of the reserved rights.
2. Upon execution of this Agreement, and so long as Client is not in default of its obligations to Galloway, Galloway grants Client a nonexclusive license (the "License") to reproduce all finished Instruments of Service solely for use on the Project, subject to the following: (a) if Client is in default of this Agreement, including instances where Galloway terminates the Agreement for nonpayment, the License is terminated without the necessity of further action on the part of the Parties; (b) if Client terminates this Agreement for Galloway's default (or for Client's convenience and Client is not in default of its obligations to Galloway), the License is terminated without the necessity of further action on the part of the parties and is replaced by a nonexclusive license permitting Client, subject to the other provisions of this Agreement, to authorize properly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project. Galloway shall be awarded damages for Client's use of the Instruments of Service if it is later determined by an authority with competent jurisdiction that Galloway was not in default. Galloway retains the right to use, sell and/or modify any databases developed and/or modified in performing its services.
3. The Licenses granted are not assignable without Galloway's prior written consent, and no License or right is granted or implied under this Agreement, except as provided above. Use of Instruments of Service after termination of the Agreement or upon suspension or completion of the Project are at Client's risk and without liability to Galloway, and Client agrees to indemnify, defend and hold Galloway harmless from any and all claims, damages, losses, liabilities and expenses, including attorney fees and expert and consulting fees, arising out of or resulting from such use.

D. Excluded Services: Services not expressly identified in writing in a Service Authorization applicable to this agreement are excluded from the scope of Galloway's services. Client expressly agrees that Galloway has no responsibility to perform such services including but not limited to utility locates that may be required pursuant to C.R.S. 9-1.5-101 et seq. and/or utility quality level A locates as defined by the Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data as published by the American Society of Civil Engineers, such as ASCE 38 and/or any predecessor or subsequent statutes or standard guidelines. All utility locate costs that are required pursuant to C.R.S. 9-1.5-101 and/or utility quality level A as defined by the Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data as published by the American Society of Civil Engineers, which are not expressly included in Galloway's Scope of Services, shall only be completed at the request of Client. Client agrees that any such utility locates will be an added cost to the compensation defined in this Agreement and at Client's sole expense.

E. Additional Services: Client and Galloway agree that there may be circumstances beyond their control, which are unforeseen and that may arise during the project. These changes may require changes to the Scope of Services and Compensation. The additional services shall be invoiced per the terms of this Agreement.

F. Construction Contract Administration: If Client retains Galloway to provide construction contract administration of specific portions of construction work, Galloway will report its professional opinions and observations to Client. Galloway will make periodic observations of construction at intervals agreed to herein to become generally familiar with the construction work, to keep Client informed about the observable work, and to attempt to determine whether the work is in general conformance with the contract documents. This is not a warranty from Galloway that the work is without defect. These periodic observations shall not be construed as exhaustive or continuous inspections. Galloway shall not be responsible for contractor's means, methods, techniques, sequences, procedures, or safety programs since these are exclusively the responsibility of the contractor and because Galloway is neither qualified nor licensed to be a contractor. Nothing herein shall relieve the contractor of responsibility for the quality of its work or impose liability upon Galloway for the quality or timeliness of that work.

G. Insurance: Galloway shall maintain during the term of this Agreement insurance as set forth in Exhibit D, Schedule of Insurance.

H. Limitations:

1. Galloway agrees to indemnify and save Client harmless from any loss, cost, or expense, including reasonable attorney fees, claimed by third parties for property damage or bodily injury, including death, caused by the negligence of Galloway in connection with Galloway's professional services. Client agrees to indemnify and save Galloway harmless from any loss, cost, or expense, including attorney fees, claimed by third parties for property damage or bodily injury, including death, caused by the negligence of Client in connection with the Project. If the negligence of both Galloway and Client is the cause of such damage or injury, the loss, cost, or expense shall be shared between Galloway and Client in proportion to their relative degrees of negligence and the right of indemnity shall apply for such proportion.
2. It is intended that the performance of Galloway's services shall not subject the personnel of either party, including employees, officers, directors, members, managers, and shareholders (collectively, "Personnel"), to any personal legal exposure for any risk associated with the Project. Each party agrees that any claim, demand or suit shall be made only against a party and not against any of its Personnel.
3. Client and Galloway agree that notwithstanding any other provision in this Agreement to the contrary (including any other provision with the same or similar limiting language), to the fullest extent permitted by law: (a) the total liability in the aggregate, of Galloway and its Personnel and independent professional associates, and any of them, to Client and anyone claiming by, through, or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever (including, without limitation, indemnity obligations, contract damages, attorney's fees, and expert witness fees) arising out of or in any way related to Galloway's services, the Project, or this Agreement, from any cause or causes whatsoever and regardless of the legal theory asserted (including, without limitation, negligence, errors, omissions, strict liability, misrepresentation, breach of contract or warranty of Galloway or its Personnel or independent professional associates, or any of them), shall not exceed the total compensation received by Galloway under this Agreement, and if separate tasks are issued by Service Authorizations, then the total compensation received by Galloway for a specific service on a specific project at a specific location, or the coverage limit provided in Exhibit D, whichever is less; (b) Client and Galloway waive claims against each other: (i) for incidental, special, indirect, punitive or consequential damages arising out of or relating to this Agreement, and Galloway shall not be liable for any cost or expense that provides betterment, upgrade or enhancement of the Project; and (ii) and against the subcontractors, subconsultants and employees of the other for damages to the extent that the damages sustained by either Galloway or Client are covered by property insurance. The mutual waiver of consequential damages under subsection (b) above shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Galloway shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.
4. If, due to Galloway's negligence, a required item or component of the Project is omitted from Galloway's Instruments of Service, Galloway shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original Instruments of Service. In no event shall Galloway be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.
5. The provisions of this Section H shall survive expiration or termination of this Agreement and shall apply to all services provided to Client by Galloway, whether within or not within the Scope of Services of this Agreement, except as the parties may otherwise provide in a signed writing making specific reference to this section H.

I. Unauthorized Changes: In the event that Client, Client's contractors or subcontractors, or anyone for whom Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by Galloway without obtaining Galloway's prior written consent, Client shall assume full responsibility for the results of such changes. Therefore, Client agrees to waive any claim against Galloway and to release Galloway from any liability arising directly or indirectly from such changes.

Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless Galloway from any damages liabilities or costs, including reasonable attorney's fees and costs of defense, arising from such changes. In addition, Client agrees to include in any contracts for construction appropriate language that prohibits the contractor or any subcontractors of any tier from making any changes or modifications to Galloway's construction documents without the prior written approval of Galloway and that further requires the Contractor to indemnify both Galloway and Client from any liability or cost arising from such changes made without such proper authorization.

J. Changes to Scope of Services, Suspension:

1. Additional Service Authorizations must be executed prior to commencing any and all additional services. Additional service requests from Client must include a comment period, commencement date, expected completion date, and any special conditions. If changes or additions cause an increase or decrease in the services provided under this Agreement, Galloway and Client shall memorialize such changes or additions to the services provided by completing a Service Authorization form.
2. Client may, upon written notice to Galloway, suspend further performance of Galloway's services. In such case, Galloway will promptly suspend its performance upon receiving said notice. During such period of suspension, Galloway shall care for and

protect its services in progress for a period not to exceed 90 days, consecutively or in the aggregate. Client shall pay for any additional costs and fees incurred by Galloway as a result of the suspension of services. If Client chooses to withdraw a suspension as to all or part of suspended services, it must do so with written notice to Galloway, specifying the effective date of such withdrawal. If Galloway elects to proceed, Galloway may resume performance of the services for which the suspension was withdrawn within a reasonable amount of time of such notice of withdrawal.

3. Appropriate adjustments shall be made to Galloway's compensation and to any scheduling or deliverable dates justified by the suspension or withdrawal of suspension, and this Agreement shall be modified in writing accordingly.

K. Client Responsibilities:

1. Client shall cooperate with Galloway, in good faith, as necessary to allow Galloway to perform the services defined in this Agreement.
2. Client shall provide Galloway with information and criteria of Client's requirements for the Project.
3. Client shall provide access to the project site as necessary for Galloway's performance of the Scope of Services.
4. Client shall examine and respond promptly to Galloway's submissions to Client.
5. Client shall consult with Galloway on a regular basis concerning the timeliness, cost and adequacy of services as the services progress, and promptly furnish to Galloway written notice of any noncompliance with the terms of this Agreement.

L. Termination: This Agreement may be terminated by either party upon seven (7) days written notice. In the event of termination, all fees due Galloway will be paid for services performed to the termination notice date plus reasonable termination expenses. Galloway reserves the right to retain project related documents (electronic files and hard copies) upon contract termination until all payments for services performed to date of termination are received by Galloway.

M. Governing Law: All questions as to the interpretation or enforceability of this Agreement shall be interpreted in accordance with the laws of the State of Colorado. In the event of any litigation involving this Agreement or the performance by the parties thereto, such actions shall be brought in a court of competent jurisdiction in the State of Colorado.

All legal causes of action between the parties of this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. In no event shall any statute of repose or limitation begin to run any later than the date Galloway's services are completed or terminated.

N. Miscellaneous:

1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the Scope of Services, and supersedes all prior negotiations, representations or agreements relating thereto, written or oral. Unless otherwise provided for herein, no amendments, changes, alterations or modifications of this Agreement shall be effective unless in writing and executed by Galloway and Client.
2. Severability and Waiver. If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible, the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other party any term or provision of this Agreement shall be deemed not to be a waiver of such party's right to enforce against the other party the same or any other such term or provision.
3. Assignment. Client shall not assign this Agreement or any part hereof without the prior written consent of Galloway, nor shall Client assign any moneys due or to become due to it hereunder without the written consent of Galloway. Any such assignment or subcontract shall be null and void.
4. Force Majeure. Except for the payment of money for services already completed, each party shall not be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform is caused by or results from causes beyond its control, including without limitation, strikes, lockouts, or other industrial disturbances, civil disturbances, fires, acts of God, acts of a public enemy, compliance with any regulations, orders or requirements of any governmental body or agency, or inability to obtain transportation or necessary materials in the open market.
5. Notices. All notices required or permitted hereunder shall be in writing and shall be served on the Parties at the following address:

Town of Lochbuie

For Technical Issues:

Attention: _____

Email: _____

Address: _____

For Contractual Issues:

Attention: _____

Email: _____

Address: _____

Galloway & Company, Inc.

For Technical Issues:

Attention: Reade Roselles

Email: ReadeRoselles@GallowayUS.com

Address: 5265 Ronald Reagan Blvd.,

Suite 210

Johnstown, CO 80534

For Contractual Issues:

Attention: Frank Kohl

Email: FrankKohl@GallowayUS.com

Address: 5265 Ronald Reagan Blvd.,

Suite 210

Johnstown, CO 80534

Any such notices shall be either: (i) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three business days after deposit, postage prepaid in the U.S. Mail; (ii) sent by overnight delivery using a nationally recognized overnight courier, in which case it shall be deemed delivered one business day after deposit with such courier; (iii) sent by personal delivery or (iv) sent by email with read/receipt required and shall be deemed delivered upon receipt to the sending party of the acknowledged read/receipt. The above addresses may be changed by written notice to the other Party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

6. Mediation. If any dispute arises out of or relates to this Agreement, or the breach thereof, and the dispute cannot be settled through direct discussions by the representatives of the Parties, the Parties agree then to submit the matter to mediation under the Construction Industry Mediation Rules of the American Arbitration Association before having recourse to a judicial forum. No written or oral representation made during the course of any settlement negotiations or mediation shall be deemed a party admission. Costs of mediation shall be shared equally by both parties.
7. No Third Party Beneficiaries. The enforcement of the terms and conditions of the Agreement and all rights of action relating to such enforcement shall be strictly reserved to Galloway and Client. There are no intended third party beneficiaries.
8. Counterparts. This Agreement may be signed in counterparts and by electronic signature which when taken together shall constitute one document.

EXHIBIT B

2024 SCHEDULE OF RATES

CATEGORY	HOURLY RATE
Management	\$160 - \$200
President	
Principal	
Sr. Project Manager	
Team Manager	
 Surveying	
Survey Project Manager	\$140 - \$175
Project Surveyor	\$115 - \$145
Survey Party Chief – Office	\$125
Senior Survey Party Chief – Office (PLS)	\$155
Instrument Operator – Office	\$90
1-Person Field Crew	\$140†
2-Person Field Crew	\$210†
1-Person PLS Crew	\$170†
2-Person PLS Crew	\$235†
1-Person Construction Staking Crew	\$150†*
2-Person Construction Staking Crew	\$225†*
2-Person PLS Construction Staking Crew	\$250†*
1-Person, 1 UTV	\$185†
2-Person, 2 Rover	\$240†
2-Person, 1 ROVER, BOAT, GPS-SONAR	\$270†
2-Person, 2 Rover & UTV	\$290†
1-Person Utility Locating Services	\$125†
1-Person High Definition Scanning	\$210†
2-Person High Definition Scanning	\$325†
3-Person Field Crew – Instrument Operator	\$0
3-Person Field Crew – Party Chief, Survey	\$260†
3-Person Field Crew – Party Chief, Construction	\$275†*
Drone Services Project Manager	\$160
Drone Services Project Pilot Non-Flying	\$150
Drone Services Flight Team (Flying)	\$400
Drone Services Flight Team (Travel)	\$205
Drone Services Data Processing	\$145
 CADD	
Survey Technician (Survey-Based CADD Calculations)	\$95 - \$130
CADD Technician	\$90 - \$140
CADD Designer	\$120 - \$145

† This rate includes mileage for projects located within 30 miles of Galloway's local office.

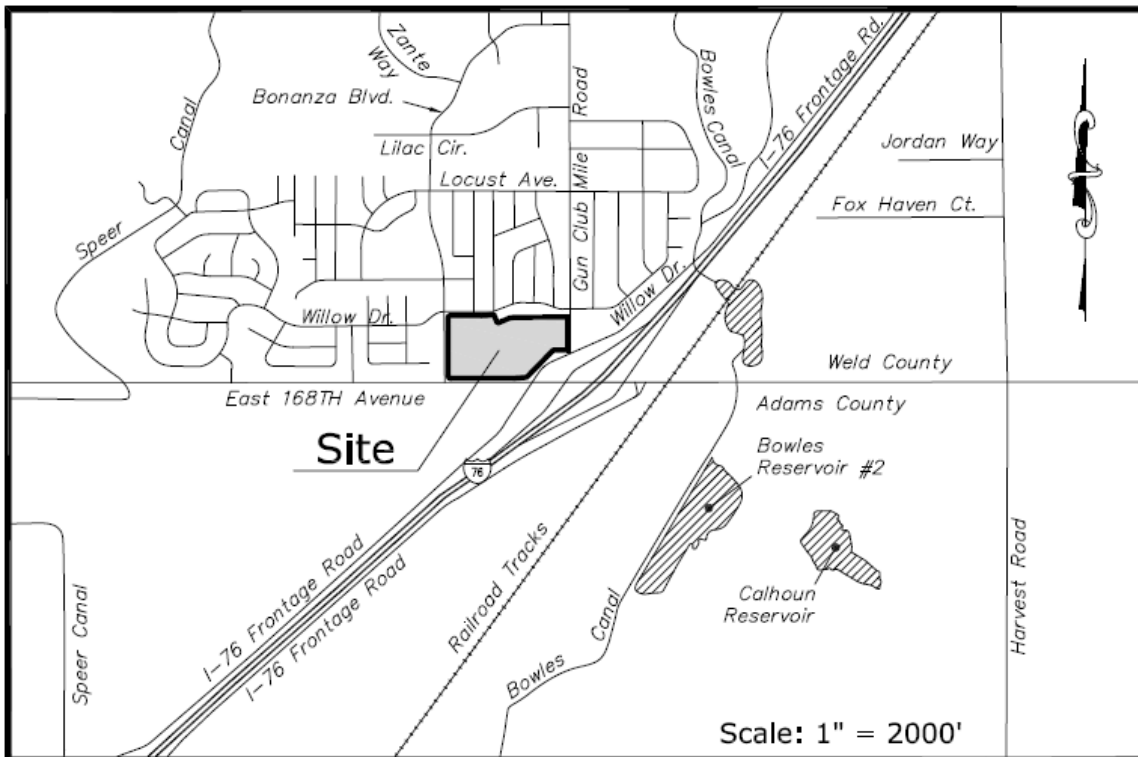
* Galloway crew rates for construction staking are inclusive of materials and equipment used for the project.

Agenda Item Summary (AIS)

MEETING DATE: February 6, 2024
SUBJECT: Resolution 2024-13: Highplains Filing No. 1, Amendment No. 1 Final Plat and Subdivision Improvement Agreement QuikTrip Development
PRESENTED BY: Sonya Thornton, Planner I
Chris Kennedy, Community Development Director

SUMMARY

This is a request for the Board of Trustees to consider a final plat for the Highplains Filing No. 1 property (located at northeast corner of CR2/Bonanza). The final plat is the last step in re-subdividing (re-platting) the property to create developable lots to facilitate a multi-store commercial center. Approval of a preliminary plat that conforms with the requirements of the Town Code is the first step in the subdivision process. The Board approved the preliminary plat on February 21, 2023. Town code requires approval of the final plat without a public hearing if the final plat conforms with the approved preliminary plat. Staff has found that the lot configuration, street layout, utility plan, and drainage system presented in the final plat conform with the approved preliminary plat and, therefore, recommends approval of the request.



Vicinity Map

BACKGROUND – SUBDIVISIONS

Article III of the Lochbuie Land Use Regulations regulates the subdivision of land. Sec. 19-3-205 classifies subdivisions as either “minor” or “major.” A subdivision is a “major” subdivision when it would create four (4) or more new parcels of land (lots, tracts) and/or when public infrastructure is required to support the development. “Re-subdivisions” that propose to reconfigure existing lots can also be subject to the major subdivision process.

Quiktrip is proposing to re-subdivide the property into more than four new parcels of land, therefore, it has been processed as a major subdivision.

Major subdivisions require a two-step process beginning with review of a preliminary subdivision plat map, which provides a master plan for the proposed subdivision. Preliminary plats must demonstrate a fully functioning development, which includes a logical lot layout and utilities, transportation facilities, drainage systems and landscape plans that provide adequate services in compliance with relevant code provisions.

The second step in the subdivision process is the final plat, which completes the subdivision with detailed engineering plans, a standard subdivision improvement agreement (SIA) which secures collateral for the installation of public infrastructure, and recordation of the plat to create legal lots for development.

DISCUSSION

The applicant (Quik Trip convenience store company) is proposing a multi-lot commercial center on the 22.26-acre Highplains Filing No. 1 property (generally located at northeast corner of CR2/Bonanza). The initial process for developing the commercial center includes the re-subdivision (A.K.A. re-platting) of the property into five new commercial lots and two new tracts for future development (includes preliminary, final plat, subdivision improvement agreement), as described previously.

On February 21, 2023, the Board of Trustees held a public hearing and approved a preliminary subdivision plat request for the same property (Outlots G through N of the Highplains subdivision, Filing No. 1). The approved preliminary plat outlines a master plan for a commercial center comprised of five (5) new commercial lots, two (2) new tracts, and additional right-of-way to accommodate required road widening. The preliminary plat includes preliminary infrastructure

plans for utilities (water, sewer, gas, electric, etc.), transportation and drainage facilities and landscaping.

Final Plat Review

After the approval of the preliminary plat, the applicant submitted an application for a final plat to complete the re-subdivision process. The purpose of the final plat is to finish the subdivision through the completion of associated engineering plans and execution of a subdivision improvement agreement (SIA), which estimates the costs of installing required infrastructure and provides collateral to the Town to ensure that the infrastructure is installed appropriately.

Section 19-3-230 of the Town's land development code establishes the following criteria for approval of a final plat:

“The only basis for rejection of the final plat shall be nonconformance to current Code requirements affecting the subject property, or nonconformance with the approved preliminary plat.”

The preliminary plat was originally found to meet all relevant code requirements when the Board approved it on February 21, 2023. Staff has found the final plat to be in strict conformance with the preliminary plat, as approved. Therefore, after a thorough review of the proposal, staff has found that the attached final plat satisfies the criteria required for approval.

Approval Process

Staff has processed the final plat application in accordance with Sections 19-1-215 and 19-3-230 of the Lochbuie Land Use Regulations, which outlines the steps to submitting a final plat application, including sharing the application materials with relevant utilities, fire and rescue agencies and other special districts for review. Comments from such agencies were addressed in revised plan sets.

In accordance with Sections 19-1-215 and 19-2-230 of the Lochbuie Land Use Regulations, because the final plat is in conformance with the approved preliminary plat (which required a public hearing and public notice), neither public notice nor a public hearing is required prior to approval.

LEGAL ISSUES

As discussed previously, a standard Subdivision Improvement Agreement (SIA) is required with the approval of the final plat under Section 19-7-170 of the Lochbuie Land Use Regulations. The SIA is a legal contract that requires the developer to provide collateral to the Town to ensure that the infrastructure required to serve the project is installed appropriately. Collateral amounts are based on estimates for the costs of installing the infrastructure. The estimates are certified by the Town's engineers and included as an exhibit in the SIA.

FINANCIAL IMPACTS

The commercial center will benefit the Town through increases in sales, use and property tax revenues, and increased permit fee revenue as the center is developed.

A common method for sharing the cost of installing a traffic signal at a given intersection is to split that cost four ways between the developers of each corner of that intersection. Because Quiktrip will only occupy one (northeast) corner of the CR 37 and Bonanza intersection, that single development will not be responsible for the total (estimated) cost of \$684,200 to construct the required traffic signal. The northwest corner of the intersection was developed (High Plains) long ago and no funds were collected from that developer for a future signal. However, the Town has collected funds from the Lochbuie Center/Station project for the south half (SE/SW corners) of the intersection to be applied to the cost of a signal at that location. As a result, the Town has an outstanding obligation to contribute to the cost of the traffic signal and has allocated \$500,000 (73% of total cost) in the approved 2024 budget for reimbursements to the developer after the signal is installed, inspected and accepted by the Town.

STAFF CONCLUSIONS AND RECOMMENDATION

After evaluation of this proposal staff has arrived at the following conclusions:

1. The proposal was reviewed in accordance with the requirements of the Town's Land Use Regulations and found to comply with the review criteria in Section 19-3-230.
2. The proposal will benefit the Town by providing additional services to the community, increasing tax revenues and serving as a catalyst for the development of additional commercial property.

Based on the information presented and the conclusions outlined above, staff recommends that the Board of Trustees approve the request by adopting Resolution No. 2024-13.

Suggested Motion (if needed):

“I move that the Board of Trustees adopt Resolution No. 2024-13 approving High Plains Filing No. 1, Amendment No. 1 Final Plat and the Subdivision Improvement Agreement between the Town and QuikTrip Corporation.”

ATTACHMENTS

1. Highplains Filing No. 1 Amendment No. 1 Final Plat (Exhibit 1 to Resolution No. 2024-13)
2. Subdivision Improvement Agreement QuikTrip Development (Exhibit 2 to Resolution No. 2024-13)

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

RESOLUTION NO. 2024-13

**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF
LOCHBUIE APPROVING THE HIGHPLAINS FILING NO. 1,
AMENDMENT NO. 1 FINAL PLAT AND THE SUBDIVISION
IMPROVEMENT AGREEMENT BETWEEN THE TOWN AND QUIKTRIP
CORPORATION**

WHEREAS, the QuikTrip Corporation (“QuikTrip” or “Applicant”) owns real property generally located northeast of the corner of Bonanza Boulevard and East 168th Avenue and described as Outlots G through N, Highplains Filing No. 1, County of Weld, State of Colorado which is in the southeast quarter of Section 36, Township 1 South, Range 66 West of the 6th P.M. (the “Property”); and

WHEREAS, QuikTrip submitted the Highplains Filing No. 1, Amendment No. 1 Preliminary Plat of the Property to the Town which was approved by the Board of Trustees through Resolution 2023-10 following a public hearing (the “Preliminary Plat”); and

WHEREAS, QuikTrip submitted a final plat for Highplains Filing No. 1, Amendment No. 1 (“Final Plat”), attached hereto as **Exhibit 1**, that conforms to the approved Preliminary Plat and the current provisions of the Lochbuie Municipal Code as required by Section 19-3-230 of the Lochbuie Land Use Regulations (the “Regulations”); and

WHEREAS, in accordance with Section 19-1-225 of the Regulations, the approval of the Final Plat does not require a public hearing; and

WHEREAS, the record for the Final Plat includes, but is not limited to, the Regulations, the Lochbuie Municipal Code, the Town of Lochbuie Comprehensive Plan, and all other applicable ordinances, resolutions and regulations, together with the Town’s policies for processing preliminary plat applications, the staff files and reports, consultant reports and comments, any and all submittals by QuikTrip and members of the public; and

WHEREAS, Section 19-7-210 of the Regulations require a subdivision improvement agreement between the applicant and the Town for cost and construction of public improvements needed to support the development; and

WHEREAS, for certain development to occur within the lots and tracts shown on the Final Plat, the Town requires QuikTrip construct certain onsite and offsite public improvements as further described in the Subdivision Improvement Agreement QuikTrip Development attached hereto as **Exhibit 2**; and

WHEREAS, the Town Board of Trustees desires to approve the Subdivision Improvement Agreement QuikTrip Development in substantially the form attached hereto as Exhibit 1.

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

Section 1. The Town Board of Trustees adopts the recitals set forth in this Resolution as findings of the Board and hereby approves the Final Plat subject to the following conditions:

- A. The Applicant shall resolve and correct any technical issues as directed by Town staff prior to recordation of the Final Plat mylar; and
- B. The Applicant shall pay any and all remaining fees and costs incurred by the Town and its consultants in review and processing of the application in full prior to recordation of the Final Plat mylar.

Section 2. The Community Development Director is authorized to make any changes to the mylar form of the approved Final Plat to correct errors and to make such other changes that are expressly authorized or required pursuant to this Resolution.

Section 3. The Town Board of Trustees approves the Subdivision Improvement Agreement QuikTrip Development (“SIA”) in substantially the form attached hereto as **Exhibit 2** with minor revisions thereto approved by the Town Attorney and the Town Administrator, authorizes the Mayor to execute the same on behalf of the Town and directs the Community Development Director to cause such SIA to be recorded by the Clerk and Recorder for Weld County.

Section 4. This Resolution shall be effective upon its adoption.

INTRODUCED, READ AND ADOPTED THIS 6th day of February, 2024.

TOWN OF LOCHBUIE

Michael Mahoney, Mayor

ATTEST:

Heather Bowen, Town Clerk

EXHIBIT 1

HIGHPLAINS FILING NO. 1, AMENDMENT 1 FINAL PLAT

EXHIBIT 2

SUBDIVISION IMPROVEMENT AGREEMENT QUIKTRIP DEVELOPMENT

HIGHPLAINS FILING NO. 1, AMENDMENT NO. 1 FINAL PLAT

A REPLAT OF OUTLOTS G, H, I, J, K, L, M & N, HIGHPLAINS FILING NO. 1,
 LOCATED WITHIN THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN,
 TOWN OF LOCHBUIE, COUNTY OF WELD, STATE OF COLORADO
 SHEET 1 OF 4

PURPOSE STATEMENT:

THE PURPOSE OF THIS PLAT IS COMBINE OUTLOTS G, H, I, J, K, L, M AND N, HIGHPLAINS FILING NO. 1 TO CREATE FIVE (5) NEW LOTS AND TWO (2) NEW TRACTS FOR COMMERCIAL DEVELOPMENT AND DEDICATE LAND FOR PUBLIC RIGHT-OF-WAY.

CERTIFICATE OF OWNERSHIP AND DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, BEING THE SOLE OWNERS, IN FEE SIMPLE OF ALL THAT REAL PROPERTY DESCRIBED AS FOLLOWS:

OUTLOTS G, H, I, J, K, L, M AND N, HIGHPLAINS FILING NO. 1, COUNTY OF WELD, STATE OF COLORADO.

CONTAINS 969,857 SQUARE FEET OR 22.265 ACRES, MORE OR LESS.

HAVE BY THESE PRESENTS, LAID OUT AND PLATTED THE SAME INTO LOTS AND BLOCKS AS SHOWN HEREON AND DESIGNATE THE SAME AS **HIGHPLAINS FILING NO. 1, AMENDMENT NO. 1**, AND THAT SAID OWNERS DO HEREBY GRANT TO THE TOWN OF LOCHBUIE, COUNTY OF WELD, STATE OF COLORADO, FOR PUBLIC USE THE PUBLIC EASEMENTS AND RIGHTS-OF-WAY SHOWN HEREON; HOWEVER, SUCH APPROVAL IN NO WAY OBLIGATES THE TOWN OF LOCHBUIE FOR FINANCING OR CONSTRUCTION OF IMPROVEMENTS ON LAND, RIGHTS-OF-WAY OR EASEMENTS DEDICATED TO THE PUBLIC EXCEPT AS SPECIFICALLY AGREED TO BY THE BOARD OF TRUSTEES OF THE TOWN OF LOCHBUIE; AND SO FURTHER STATE THAT THE SUBDIVISION SHALL BE SUBJECT TO THE PROTECTIVE COVENANTS FILED AND RECORDED FOR THIS SUBDIVISION IN THE OFFICE OF THE CLERK AND RECORDER OF WELD COUNTY, COLORADO AS RECEPTION NO. _____

EXECUTED THIS ____ DAY OF _____ A.D., 2023

OWNER:

QUIKTRIP CORPORATION, AN OKLAHOMA CORPORATION

BY: _____ TITLE: DIRECTOR OF REAL ESTATE
 TROY DEVOS

DATE: _____

STATE OF COLORADO)
) SS
 COUNTY OF ADAMS)

THE FOREGOING DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____ A.D. 2023, BY TROY DEVOS AS DIRECTOR OF REAL ESTATE FOR QUIKTRIP CORPORATION, AN OKLAHOMA CORPORATION.

MY COMMISSION EXPIRES: _____

WITNESS MY HAND AND SEAL

NOTARY PUBLIC

TITLE CERTIFICATE:

I, _____, AN AGENT AUTHORIZED BY A TITLE COMPANY, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO ALL LANDS SHOWN UPON THIS PLAT AND THAT TITLE TO SUCH LANDS IS VESTED IN THE TOWN OF LOCHBUIE, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES (INCLUDING MORTGAGES, DEEDS OF TRUST, JUDGMENTS, EASEMENTS, CONTRACTS AND AGREEMENTS OF RECORD AFFECTING THE REAL PROPERTY IN THIS PLAT), EXCEPT AS FOLLOWS:

DATED THIS ____ DAY OF _____ A.D. 2023.

TITLE COMPANY: _____

AGENT

UTILITY EASEMENT NOTE:

UTILITY EASEMENTS ARE DEDICATED TO THE TOWN OF LOCHBUIE FOR THE BENEFIT OF THE APPLICABLE UTILITY PROVIDERS FOR THE INSTALLATION, MAINTENANCE, AND REPLACEMENT OF ELECTRIC, GAS, TELEVISION, CABLE, AND TELECOMMUNICATIONS FACILITIES (DRY UTILITIES). UTILITY EASEMENTS SHALL ALSO BE GRANTED WITHIN ANY ACCESS EASEMENTS AND PRIVATE STREETS IN THE SUBDIVISION. PERMANENT STRUCTURES, IMPROVEMENTS, OBJECTS, BUILDINGS, WELLS, WATER METERS AND OTHER OBJECTS THAT MAY INTERFERE WITH THE UTILITY FACILITIES OR USE THEREOF (INTERFERING OBJECTS) SHALL NOT BE PERMITTED WITHIN SAID UTILITY EASEMENTS AND THE UTILITY PROVIDERS, AS GRANTEEES, MAY REMOVE ANY INTERFERING OBJECTS AT NO COST TO SUCH GRANTEEES, INCLUDING, WITHOUT LIMITATION, VEGETATION. PUBLIC SERVICE COMPANY OF COLORADO (PSCO) AND ITS SUCCESSORS RESERVE THE RIGHT TO REQUIRE ADDITIONAL EASEMENTS AND TO REQUIRE THE PROPERTY OWNER TO GRANT PSCO AN EASEMENT ON ITS STANDARD FORM.

PLAT HISTORY REVIEW AND AMENDMENT:

HIGHPLAINS FILING NO. 1 RECORDED DECEMBER 2, 1999 AT RECEPTION NO. 2736318 IN THE OFFICE OF THE CLERK AND RECORDER FOR THE COUNTY OF WELD, STATE OF COLORADO.

THIS PLAT IS THE FIRST AMENDMENT TO THE PLAT OF HIGHPLAINS FILING NO. 1.

GENERAL NOTES:

- BEARINGS SHOWN HEREON ARE BASED UPON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, PER THE PLAT OF HIGHPLAINS FILING NO. 1 RECORDED DECEMBER 2, 1999 AT RECEPTION NO. 2736318 IN THE RECORDS OF THE CLERK AND RECORDER FOR THE COUNTY OF WELD, STATE OF COLORADO, WHICH BEARS SOUTH 00°09'30" EAST BETWEEN THE MONUMENTS SHOWN HEREON.
- THIS PLAT DOES NOT CONSTITUTE A TITLE SEARCH BY ALTURA LAND CONSULTANTS, LLC. TO DETERMINE RECORD TITLE, EASEMENTS OR RIGHTS-OF-WAY. TITLE COMMITMENT NO. 19000311112, REVISION NO. 2, WITH AN FEBRUARY 12, 2021, PREPARED BY LAND TITLE GUARANTY COMPANY WAS RELIED UPON FOR ALL INFORMATION REGARDING TITLE OF RECORD, EASEMENTS OF RECORD AND RIGHTS-OF-WAY.
- FIELD WORK FOR THIS SURVEY WAS PERFORMED ON DECEMBER 3, 6 & 9, 2019.
- THE LINEAL UNITS OF MEASURE, AS SHOWN ON THIS PLAT, ARE BASED UPON THE U.S. SURVEY FOOT.
- NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- BY SCALED MAP LOCATION AND GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES IN ZONE X OF THE FLOOD INSURANCE RATE MAP (NOT PRINTED), NUMBER 08123C3250E AND DATED JANUARY 20, 2016 - SUBJECT PROPERTY IS NOT IN A SPECIAL FLOOD HAZARD AREA.
- NO STRUCTURE CONSTRUCTED ON ANY PORTION OF THE PLATTED LAND SHALL BE OCCUPIED OR USED UNLESS AND UNTIL THE PUBLIC IMPROVEMENTS ARE IN PLACE AND ACCEPTED BY THE TOWN, OR CASH FUNDS OR SECURITY ARE ESCROWED AND A CERTIFICATE OF OCCUPANCY HAS BEEN ISSUED BY THE TOWN.
- TRACT B IS A PUBLIC EASEMENT PROVIDING PUBLIC ACCESS TO THE LOTS SHOWN HEREON. THOUGH NOT A PUBLIC STREET, THE IMPROVEMENTS ON TRACT B WILL BE CONSTRUCTED TO THE TOWN'S STANDARDS FOR PUBLIC STREETS IN EFFECT AT THE TIME OF CONSTRUCTION. IN ADDITION TO PUBLIC INGRESS AND EGRESS, EMERGENCY ACCESS FOR POLICE, FIRE AND OTHER EMERGENCY VEHICLES IS GRANTED ON THIS PRIVATE DRIVE.
- ACCESS TO LOTS 1, 2, 3, 4 AND 5 WILL NOT HAVE DIRECT ACCESS TO PUBLIC ROADS. ACCESS TO LOTS 1, 3, 4 AND 5 IS LIMITED TO TRACT B. ACCESS TO LOT 2 SHALL BE THROUGH LOTS 1 AND 3.
- ALL ELECTRICAL, UTILITY SERVICES AND STREET LIGHTING CIRCUITS SHALL BE INSTALLED UNDERGROUND.
- ALL OF THE PUBLIC EASEMENTS SHOWN ON THIS PLAT BURDEN AND RUN WITH THE LAND DESCRIBED HEREON FOR THE BENEFIT OF THE PUBLIC.
- NO STRUCTURE CONSTRUCTED ON ANY PORTION OF THE PLATTED LAND SHALL BE OCCUPIED NO STRUCTURE CONSTRUCTED ON ANY PORTION OF THE PLATTED LAND SHALL BE OCCUPIED OR USED UNLESS AND UNTIL PUBLIC IMPROVEMENTS ARE IN PLACE AND ACCEPTED BY THE TOWN, OR CASH FUNDS OR SECURITY ARE ESCROWED AND A CERTIFICATE OF OCCUPANCY HAS BEEN ISSUED BY THE TOWN. DRAINAGE
- LANDSCAPING WITHIN A UTILITY EASEMENT: WHEN LANDSCAPING IN UTILITY EASEMENTS, PLEASE KEEP IN MIND THAT ONLY SHALLOW ROOTING VEGETATION SUCH AS SMALL BUSHES AND SHRUBS ARE TO BE USED. THERE CANNOT BE ANY DEEP ROOTING VEGETATION OR TREES PLANTED ABOVE THE UTILITY LINES. THE TRUNK/BASE OF THE TREE(S) SHOULD BE MINIMUM OF 5' AWAY FROM THE UNDERGROUND ELECTRIC LINE WITH NO TREES PLANTED UNDER OVERHEAD LINES. ANY LANDSCAPING SHOULD HAVE A MINIMUM CLEARANCE DISTANCE OF 15' FROM THE FRONT AND BOTH SIDES OF EQUIPMENT SUCH AS TRANSFORMERS, AND CABINETS, ETC. AND FIVE FEET FROM THE BACK TO ALLOW USE OF A BACKHOE, IF NEEDED.

DRAINAGE FACILITIES:

- THE BUSINESS OWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL THE BUSINESS OWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES ON THE PROPERTY, INCLUDING MAINTAINING THE SPECIFIED STORM WATER DETENTION VOLUMES, MAINTAINING OUTLET STRUCTURES, FLOW RESTRICTION DEVICES AND FACILITIES NEEDED TO CONVEY FLOW TO THE DOWNSTREAM SYSTEM. INCLUDING MOWING, WEED CONTROL, CLEANING AND REMOVING DEBRIS, REMOVED ACCUMULATED SEDIMENT, ADDING EROSION CONTROL AND REPLACEMENT OF ANY DAMAGED OR FAILING IMPROVEMENTS.

- FOLLOWING NOTICE AND DEMAND TO THE OWNER(S) AND THE BUSINESS OWNERS ASSOCIATION, IF THE FACILITIES IN TRACTS A AND B ARE NOT PROPERLY MAINTAINED, THE TOWN OF LOCHBUIE SHALL HAVE THE RIGHT TO ENTER AND PROVIDE NECESSARY MAINTENANCE AND ASSESS ALL ASSOCIATED COSTS AGAINST THE OWNER(S).

TOWN WATER DEDICATION NOTES:

- WATER RIGHTS ACCEPTABLE TO THE TOWN WILL BE DEDICATED AT THE TIME OF APPROVAL OF THE SITE PLAN FOR LOT 1.
- AT THE TIME AN APPLICATION FOR THE SITE SPECIFIC DEVELOPMENT PLAN IS FILED FOR ANY OF LOTS 2-5, THE LOT OWNER MUST PROVIDE TO THE TOWN A DETAILED WATER SUPPLY STUDY FOR THAT LOT FOR ANALYSIS BY THE TOWNS WATER ENGINEERS AND WATER ATTORNEYS. THE LOT OWNER MUST TRANSFER WATER RIGHTS TO THE TOWN TO SATISFY THE DEMANDS AND CONSUMPTIVE USES FOR EACH LOT AT THE TIME OF APPROVAL OF THE SITE SPECIFIC DEVELOPMENT PLAN FOR THAT LOT.

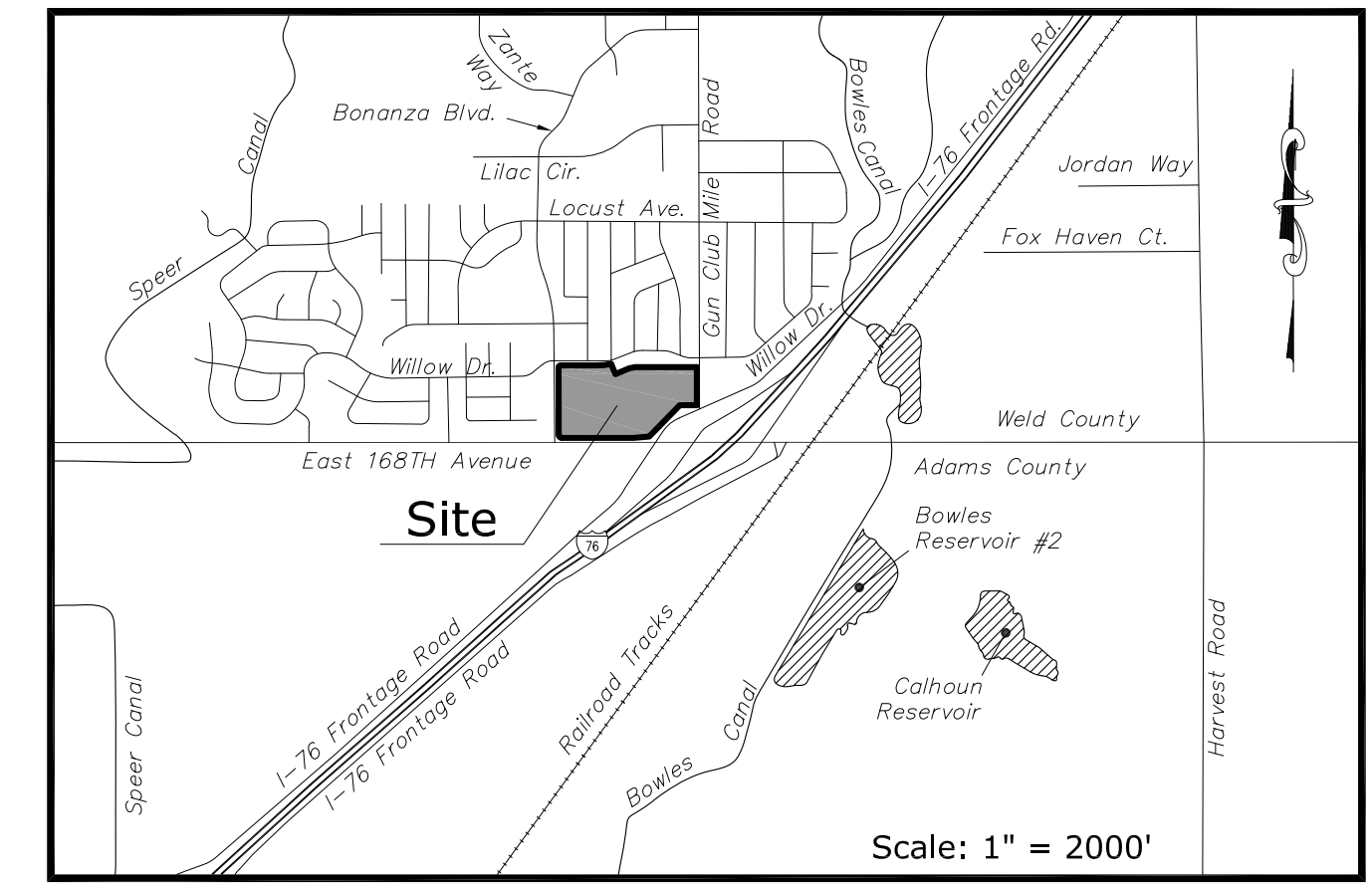
BENCHMARK NOTE:

NATIONAL GEODETIC SURVEY (NGS) BENCH MARK "S 62"

LOCATED 63.0 FT NORTHWEST OF THE NEAR RAIL OF THE BURLINGTON RAILROAD TRACKS, 128.0 FT SOUTHWEST OF MILE MARKER 522, 1.1 FT NORTHWEST OF A METAL WITNESS POST (NO SIGN), AND 0.9 FT SOUTHEAST OF A CARSONITE WITNESS POST.

ELEVATION = 5079.72 FEET (NAVD 1988)

SHEET INDEX	
SHEET NO.	SHEET DESCRIPTION
1	COVER SHEET
2	EXISTING BOUNDARY AND EASEMENT DETAIL
3	NEW LOT CONFIGURATION DETAIL
4	NEW EASEMENT CONFIGURATION DETAIL



Vicinity Map

SURVEYOR'S CERTIFICATE:

I, JESUS A. LUGO, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE FINAL PLAT SHOWN HEREON IS A CORRECT DELINEATION OF THE ABOVE DESCRIBED PARCEL OF LAND. I FURTHER CERTIFY THAT THIS FINAL PLAT AND LEGAL DESCRIPTION WERE PREPARED UNDER MY PERSONAL SUPERVISION AND IN ACCORD WITH APPLICABLE STATE OF COLORADO REQUIREMENTS ON THIS ____ DAY OF _____, 2023.

 JESUS A. LUGO, PLS 38081
 COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
 FOR AND ON BEHALF OF ALTURA LAND CONSULTANTS, LLC

BOARD OF TRUSTEES CERTIFICATE:

THIS PLAT IS APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF LOCHBUIE, WELD COUNTY, COLORADO, THIS ____ DAY OF _____, 2023, FOR THE FILING WITH THE COUNTY CLERK AND RECORDER OF WELD COUNTY AND FOR CONVEYANCE OR DEDICATION TO THE TOWN OF THE PUBLIC DEDICATIONS SHOWN HEREON; SUBJECT TO THE PROVISIONS THAT APPROVAL IN NO WAY OBLIGATES THE TOWN OF LOCHBUIE FOR THE FINANCING OF CONSTRUCTION OF THE IMPROVEMENTS OF LAND, STREETS OR EASEMENTS DEDICATED TO THE PUBLIC EXCEPT AS SPECIFICALLY AGREED TO BY THE BOARD OF TRUSTEES OF THE TOWN OF LOCHBUIE. FURTHER, SAID APPROVAL IN NO WAY OBLIGATES THE TOWN OF LOCHBUIE FOR MAINTENANCE OF PUBLIC IMPROVEMENTS UNTIL CONSTRUCTION OF SAID IMPROVEMENTS HAS BEEN COMPLETED IN ACCORDANCE WITH THE TOWN OF LOCHBUIE'S SPECIFICATIONS AND THE TOWN OF LOCHBUIE HAS AGREED TO ACCEPT SAID IMPROVEMENTS. THIS APPROVAL DOES NOT GUARANTEE THAT THE SIZE, SOIL CONDITIONS, SUBSURFACE GEOLOGY, GROUND WATER CONDITIONS, OR FLOODING CONDITIONS OF ANY LOT SHOWN HEREON ARE SUCH THAT A BUILDING PERMIT, OR ANY OTHER REQUIRED PERMIT WILL BE ISSUED. THIS APPROVAL IS WITH THE UNDERSTANDING THAT ALL EXPENSES INVOLVING REQUIRED IMPROVEMENTS FOR ALL UTILITY SERVICES, PAVING, GRADING, LANDSCAPING, CURBS, GUTTERS, SIDEWALKS, ROAD LIGHTING, SIGNS, FLOOD PROTECTION DEVICES, DRAINAGE STRUCTURES, AND ALL OTHER IMPROVEMENTS THAT MAY BE REQUIRED SHALL BE LAND. STREETS OR EASEMENTS DEDICATED TO THE PUBLIC EXCEPT AS SPECIFICALLY AGREED TO BY THE RESPONSIBILITY OF THE OWNERS DESIGNATED HEREON AND NOT THE TOWN OF LOCHBUIE, UNLESS SPECIFICALLY AGREED TO IN WRITING BY THE BOARD OF TRUSTEES. THIS APPROVAL IS ALSO SPECIFICALLY SUBJECT TO THE TERMS, CONDITIONS AND REQUIREMENTS CONTAINED IN AN IMPROVEMENTS AGREEMENT FOR THIS PROPERTY.

MAYOR

ATTEST:

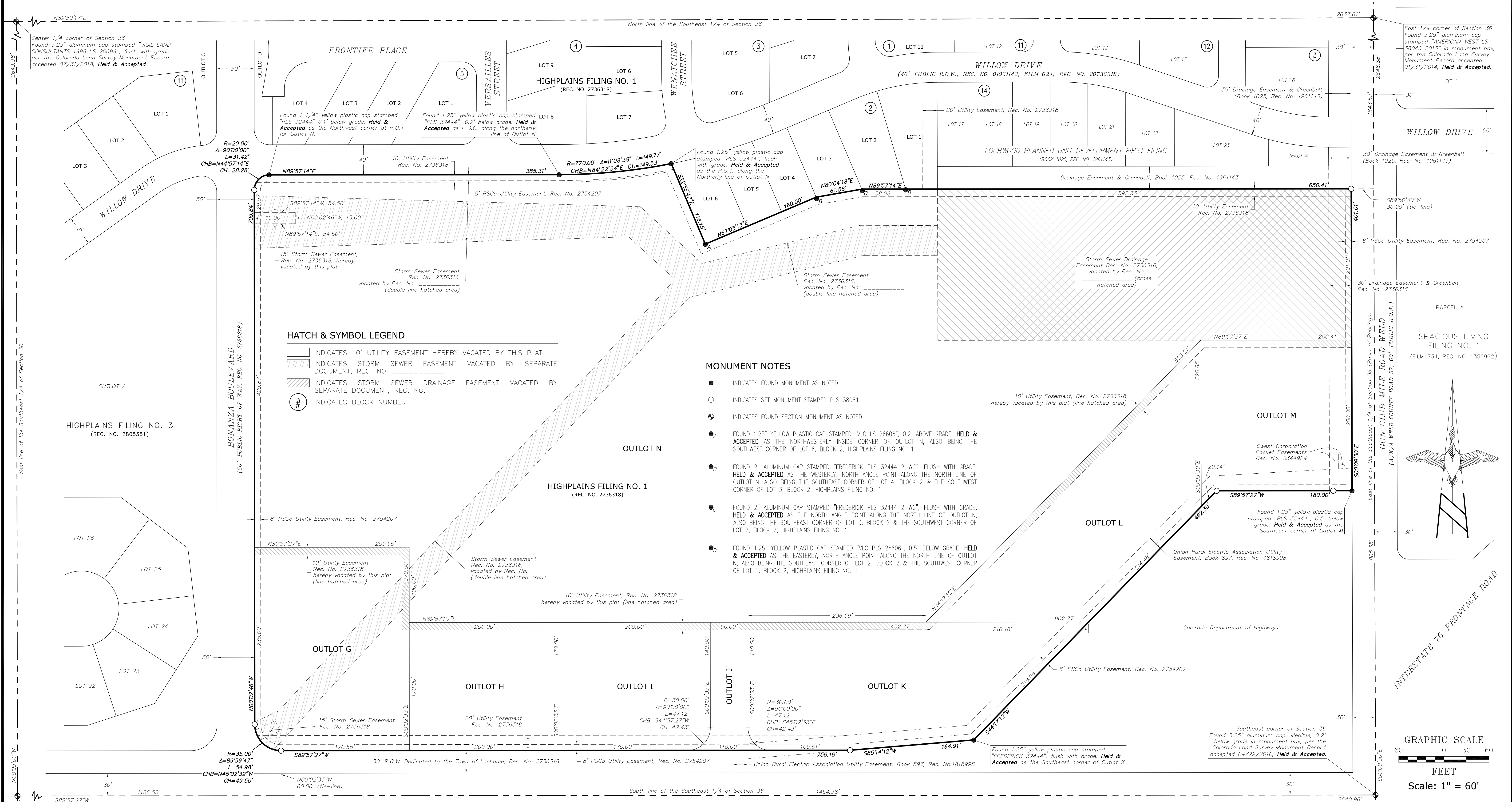
TOWN CLERK

LOT OWNER MAINTENANCE USE TABLE					
LOT/TRACT/ROW	OWNER(S)	MAINTENANCE RESPONSIBILITY	SQ. FT.	ACRES	ANTICIPATED USE
5' ROW DEDICATION	TOWN OF LOCHBUIE	TOWN OF LOCHBUIE	5,929	0.136	PUBLIC RIGHT-OF-WAY PURPOSES ALONG BONANZA BOULEVARD
25' ROW DEDICATION	TOWN OF LOCHBUIE	TOWN OF LOCHBUIE	10,025	0.230	PUBLIC RIGHT-OF-WAY PURPOSES ALONG GUN CLUB MILE ROAD
LOT 1	QUIKTRIP CORPORATION	QUIKTRIP CORPORATION	76,085	1.746	COMMERCIAL FUELING STATION
LOT 2	PRIVATE, TBD	PRIVATE, TBD	44,329	1.018	COMMERCIAL DEVELOPMENT SUBJECT TO SITE PLAN REVIEW BY THE TOWN OF LOCHBUIE
LOT 3	PRIVATE, TBD	PRIVATE, TBD	39,295	0.902	COMMERCIAL DEVELOPMENT SUBJECT TO SITE PLAN REVIEW BY THE TOWN OF LOCHBUIE
LOT 4	PRIVATE, TBD	PRIVATE, TBD	337,197	7.741	COMMERCIAL DEVELOPMENT SUBJECT TO SITE PLAN REVIEW BY THE TOWN OF LOCHBUIE
LOT 5	PRIVATE, TBD	PRIVATE, TBD	205,525	4.718	COMMERCIAL DEVELOPMENT SUBJECT TO SITE PLAN REVIEW BY THE TOWN OF LOCHBUIE
TRACT A	PRIVATE, OWNERS ASSOCIATION	OWNERS ASSOCIATION	181,184	4.159	DRAINAGE EASEMENT DEDICATED FOR DETENTION POND
TRACT B	PRIVATE, OWNERS ASSOCIATION	OWNERS ASSOCIATION	70,287	1.614	PUBLIC ACCESS DRIVE AND PUBLIC UTILITY EASEMENTS
TOTAL AREA			969,856	22.264	

<p>6950 South Tucson Way, Unit C Centennial, Colorado 80112 Phone: (720) 488-1303 Email: jesse@alturland.com Contact: Jesus Lugo</p>	COVER SHEET	
	07/05/23	1ST SUBMITTAL REVIEW REVISION
Prepared: February 10, 2021	Job No. 19198	SHEET 1 OF 4

HIGHPLAINS FILING NO. 1, AMENDMENT NO. 1 FINAL PLAT

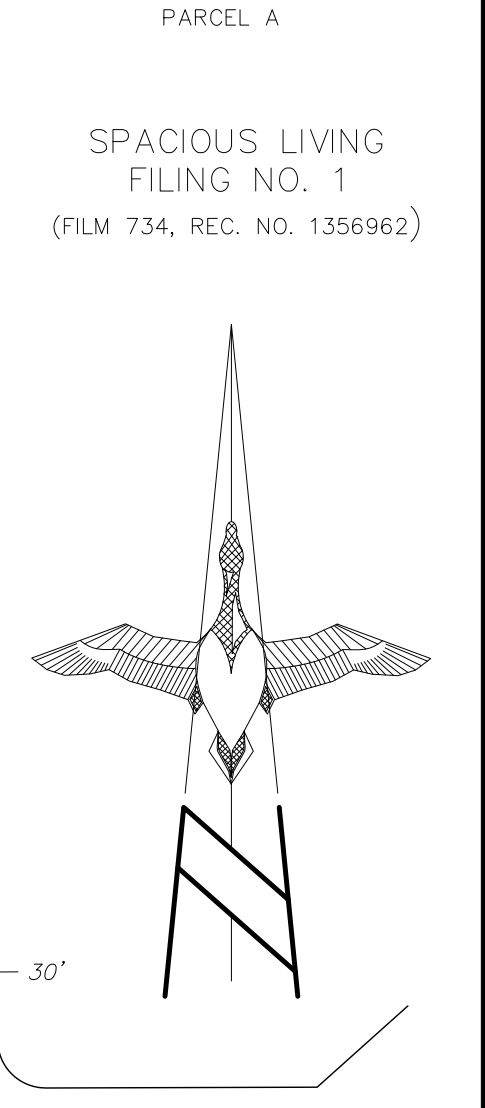
A REPLAT OF OUTLOTS G, H, I, J, K, L, M & N, HIGHPLAINS FILING NO. 1,
 LOCATED WITHIN THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN,
 TOWN OF LOCHBUIE, COUNTY OF WELD, STATE OF COLORADO
 SHEET 2 OF 4



HATCH & SYMBOL LEGEND

	INDICATES 10' UTILITY EASEMENT HEREBY VACATED BY THIS PLAT
	INDICATES STORM SEWER EASEMENT VACATED BY SEPARATE DOCUMENT, REC. NO.
	INDICATES STORM SEWER DRAINAGE EASEMENT VACATED BY SEPARATE DOCUMENT, REC. NO.
	INDICATES BLOCK NUMBER

- MONUMENT NOTES**
- INDICATES FOUND MONUMENT AS NOTED
 - INDICATES SET MONUMENT STAMPED PLS 38081
 - ⊕ INDICATES FOUND SECTION MONUMENT AS NOTED
 - _A FOUND 1.25" YELLOW PLASTIC CAP STAMPED "VLC LS 26606", 0.2' ABOVE GRADE. HELD & ACCEPTED AS THE NORTHWESTERLY INSIDE CORNER OF OUTLOT N, ALSO BEING THE SOUTHWEST CORNER OF LOT 6, BLOCK 2, HIGHPLAINS FILING NO. 1
 - _B FOUND 2" ALUMINUM CAP STAMPED "FREDERICK PLS 32444 2 WC", FLUSH WITH GRADE. HELD & ACCEPTED AS THE WESTERLY, NORTH ANGLE POINT ALONG THE NORTH LINE OF OUTLOT N, ALSO BEING THE SOUTHWEST CORNER OF LOT 4, BLOCK 2 & THE SOUTHWEST CORNER OF LOT 3, BLOCK 2, HIGHPLAINS FILING NO. 1
 - _C FOUND 2" ALUMINUM CAP STAMPED "FREDERICK PLS 32444 2 WC", FLUSH WITH GRADE. HELD & ACCEPTED AS THE NORTH ANGLE POINT ALONG THE NORTH LINE OF OUTLOT N, ALSO BEING THE SOUTHWEST CORNER OF LOT 3, BLOCK 2 & THE SOUTHWEST CORNER OF LOT 2, BLOCK 2, HIGHPLAINS FILING NO. 1
 - _D FOUND 1.25" YELLOW PLASTIC CAP STAMPED "VLC PLS 26606", 0.5' BELOW GRADE. HELD & ACCEPTED AS THE EASTERLY, NORTH ANGLE POINT ALONG THE NORTH LINE OF OUTLOT N, ALSO BEING THE SOUTHWEST CORNER OF LOT 2, BLOCK 2 & THE SOUTHWEST CORNER OF LOT 1, BLOCK 2, HIGHPLAINS FILING NO. 1



ABBREVIATION LEGEND

REC. NO.	RECEPTION NUMBER	R.O.W.	RIGHT OF WAY
P.O.C.	POINT OF CURVATURE	CHB	CHORD BEARING
P.O.T.	POINT OF TANGENCY	CH	CHORD DISTANCE

LINE LEGEND

	= SUBJECT PARCEL BOUNDARY LINES
	= SECTION LINES
	= ADJOINING PARCEL BOUNDARY LINES
	= EASEMENT LINES

ALTURA
 LAND CONSULTANTS

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Prepared: February 10, 2021 Job No. 19198

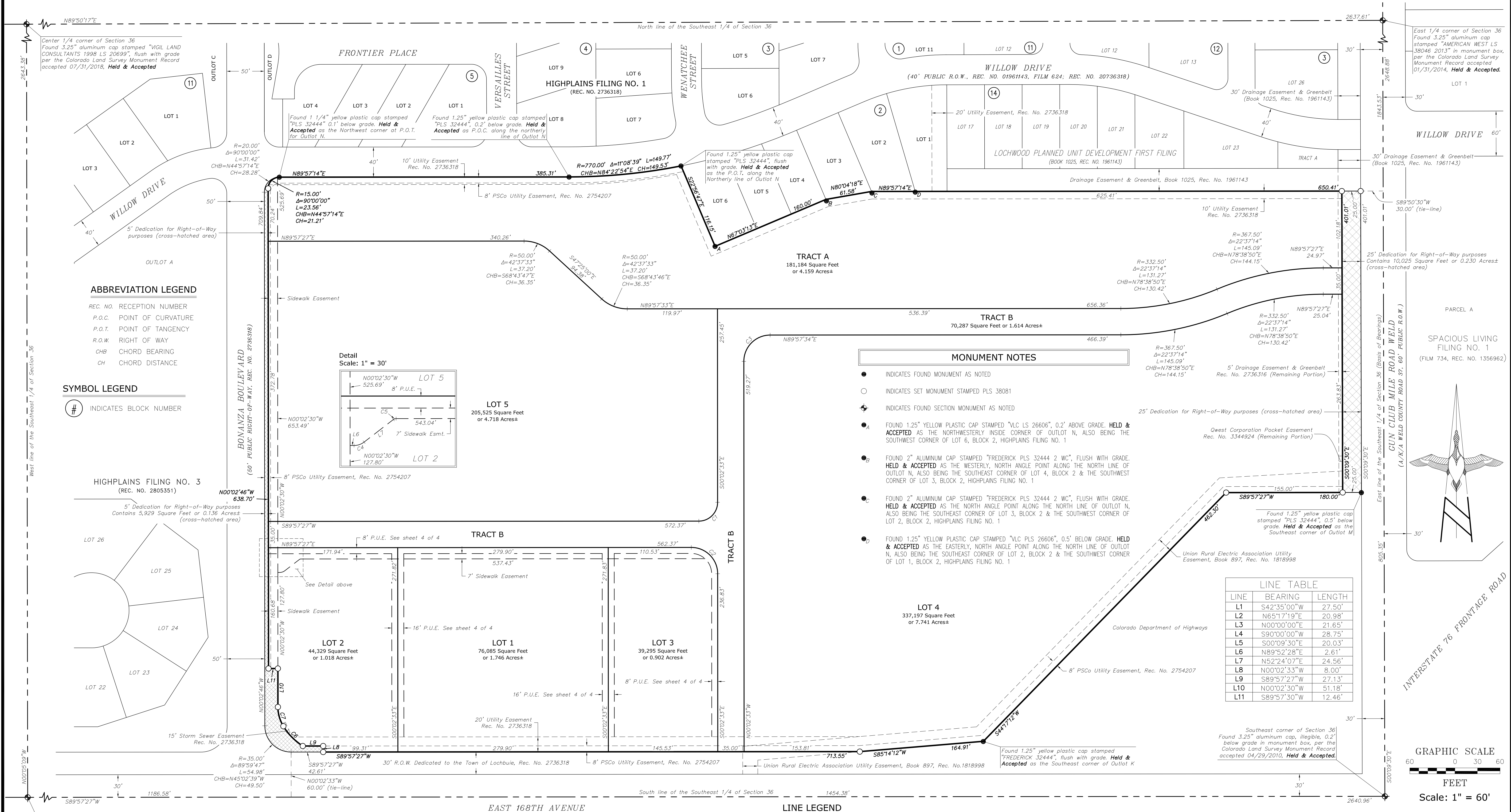
BOUNDARY & EXISTING EASEMENT DETAIL

07/05/23	1ST SUBMITTAL REVIEW REVISION

SHEET 2 OF 4

HIGHPLAINS FILING NO. 1, AMENDMENT NO. 1 FINAL PLAT

A REPLAT OF OUTLOTS G, H, I, J, K, L, M & N, HIGHPLAINS FILING NO. 1,
 LOCATED WITHIN THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN,
 TOWN OF LOCHBUIE, COUNTY OF WELD, STATE OF COLORADO
 SHEET 3 OF 4



ABBREVIATION LEGEND

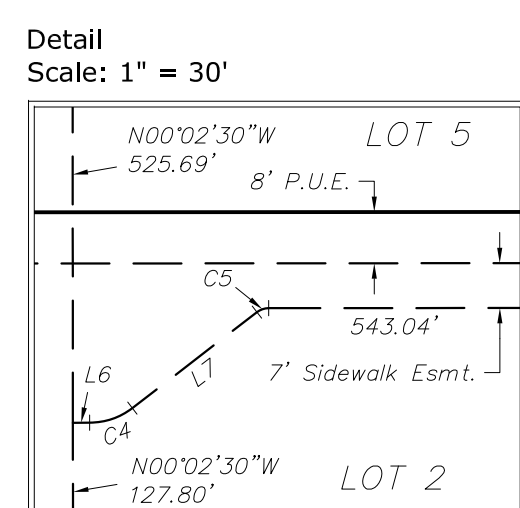
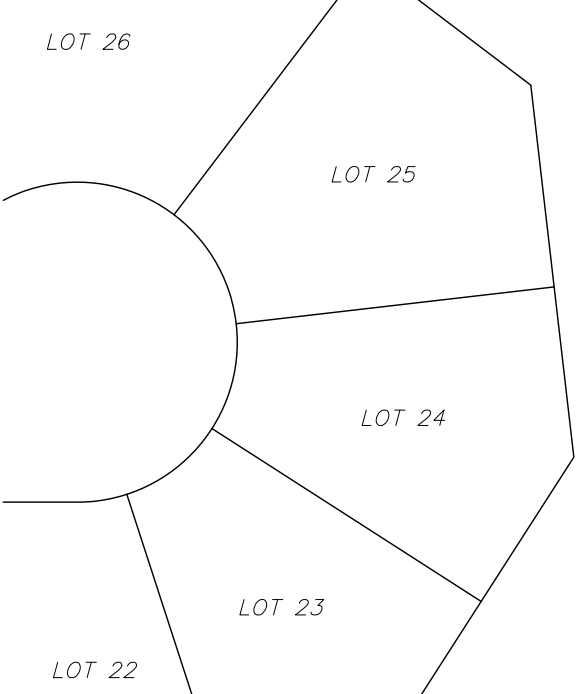
- REC. NO. RECEPTION NUMBER
- P.O.C. POINT OF CURVATURE
- P.O.T. POINT OF TANGENCY
- R.O.W. RIGHT OF WAY
- CHB CHORD BEARING
- CH CHORD DISTANCE

SYMBOL LEGEND

- # INDICATES BLOCK NUMBER

HIGHPLAINS FILING NO. 3

(REC. NO. 2805351)
 5' Dedication for Right-of-Way purposes
 Contains 5,929 Square Feet or 0.136 Acres±
 (cross-hatched area)



MONUMENT NOTES

- INDICATES FOUND MONUMENT AS NOTED
- INDICATES SET MONUMENT STAMPED PLS 38081
- ⊕ INDICATES FOUND SECTION MONUMENT AS NOTED
- _A FOUND 1.25" YELLOW PLASTIC CAP STAMPED "VLC LS 26606", 0.2" ABOVE GRADE. HELD & ACCEPTED AS THE NORTHWESTERLY INSIDE CORNER OF OUTLOT N, ALSO BEING THE SOUTHWEST CORNER OF LOT 6, BLOCK 2, HIGHPLAINS FILING NO. 1
- _B FOUND 2" ALUMINUM CAP STAMPED "FREDERICK PLS 32444 2 WC", FLUSH WITH GRADE. HELD & ACCEPTED AS THE WESTERLY, NORTH ANGLE POINT ALONG THE NORTH LINE OF OUTLOT N, ALSO BEING THE SOUTHWEST CORNER OF LOT 4, BLOCK 2 & THE SOUTHWEST CORNER OF LOT 3, BLOCK 2, HIGHPLAINS FILING NO. 1
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- _D FOUND 1.25" YELLOW PLASTIC CAP STAMPED "VLC PLS 26606", 0.5" BELOW GRADE. HELD & ACCEPTED AS THE EASTERLY, NORTH ANGLE POINT ALONG THE NORTH LINE OF OUTLOT N, ALSO BEING THE SOUTHWEST CORNER OF LOT 2, BLOCK 2 & THE SOUTHWEST CORNER OF LOT 1, BLOCK 2, HIGHPLAINS FILING NO. 1

LINE TABLE

LINE	BEARING	LENGTH
L1	S42°35'00"W	27.50'
L2	N65°17'19"E	20.98'
L3	N00°00'00"E	21.65'
L4	S90°00'00"W	28.75'
L5	S00°09'30"E	20.03'
L6	N89°52'28"E	2.61'
L7	N52°24'07"E	24.56'
L8	N00°02'33"W	8.00'
L9	S89°57'27"W	27.13'
L10	N00°02'30"W	51.18'
L11	S89°57'30"W	12.46'

CURVE	RADIUS	DELTA	LENGTH	CH BEARING	CHORD	CURVE	RADIUS	DELTA	LENGTH	CH BEARING	CHORD	CURVE	RADIUS	DELTA	LENGTH	CH BEARING	CHORD
C1	15.00'	90°00'00"	23.56'	N44°57'27"E	21.21'	C5	3.00'	37°33'20"	1.97'	N71°10'47"E	1.93'	C9	82.72'	15°59'07"	23.08'	N39°31'29"W	23.00'
C2	35.00'	90°00'00"	54.98'	N45°02'33"W	49.50'	C6	82.72'	25°46'20"	37.21'	N44°25'06"W	36.90'	C10	49.00'	16°08'35"	13.81'	N23°27'38"W	13.76'
C3	10.00'	90°00'00"	15.71'	N44°57'27"E	14.14'	C7	49.00'	31°29'26"	26.93'	N15°47'13"W	26.59'	C11	49.00'	15°20'51"	13.13'	N07°42'55"W	13.09'
C4	11.00'	37°28'21"	7.19'	N71°08'17"E	7.07'	C8	82.72'	09°47'13"	14.13'	N52°24'39"W	14.11'						

- ### LINE LEGEND
- SUBJECT PARCEL BOUNDARY LINES
 - SECTION LINES
 - - - R.O.W. DEDICATION LINES
 - LOT LINES HEREBY CREATED BY THIS PLAT
 - - - ADJOINING PARCEL BOUNDARY LINES
 - - - EASEMENT LINES
 - - - EASEMENT LINES HEREBY CREATED BY THIS PLAT



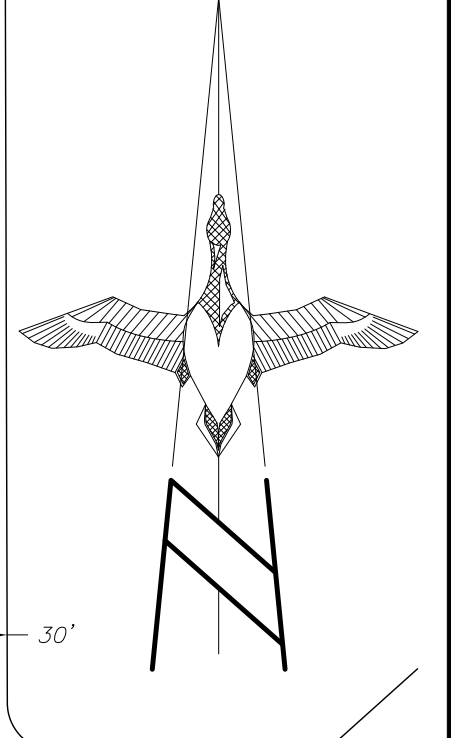
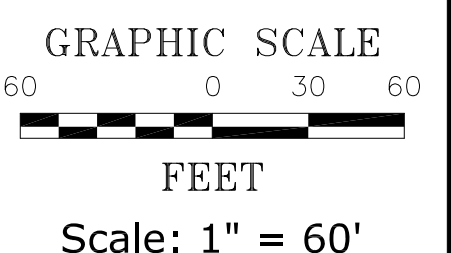
6950 South Tucson Way, Unit C
 Centennial, Colorado 80112
 Phone: (720) 488-1303
 Email: jesse@alturaland.com
 Contact: Jesus Lugo

Prepared: February 10, 2021

Job No. 19198

NEW LOT CONFIGURATION	
07/05/23	1ST SUBMITTAL REVIEW REVISION

SHEET 3 OF 4



INTERSTATE 76 FRONTAGE ROAD

SPACIOUS LIVING FILING NO. 1
 (FILM 734, REC. NO. 1356962)

East 1/4 corner of Section 36
 Found 3.25" aluminum cap stamped "AMERICAN WEST LS 38046 2013" in monument box, per the Colorado Land Survey Monument Record accepted 01/31/2014, Held & Accepted.

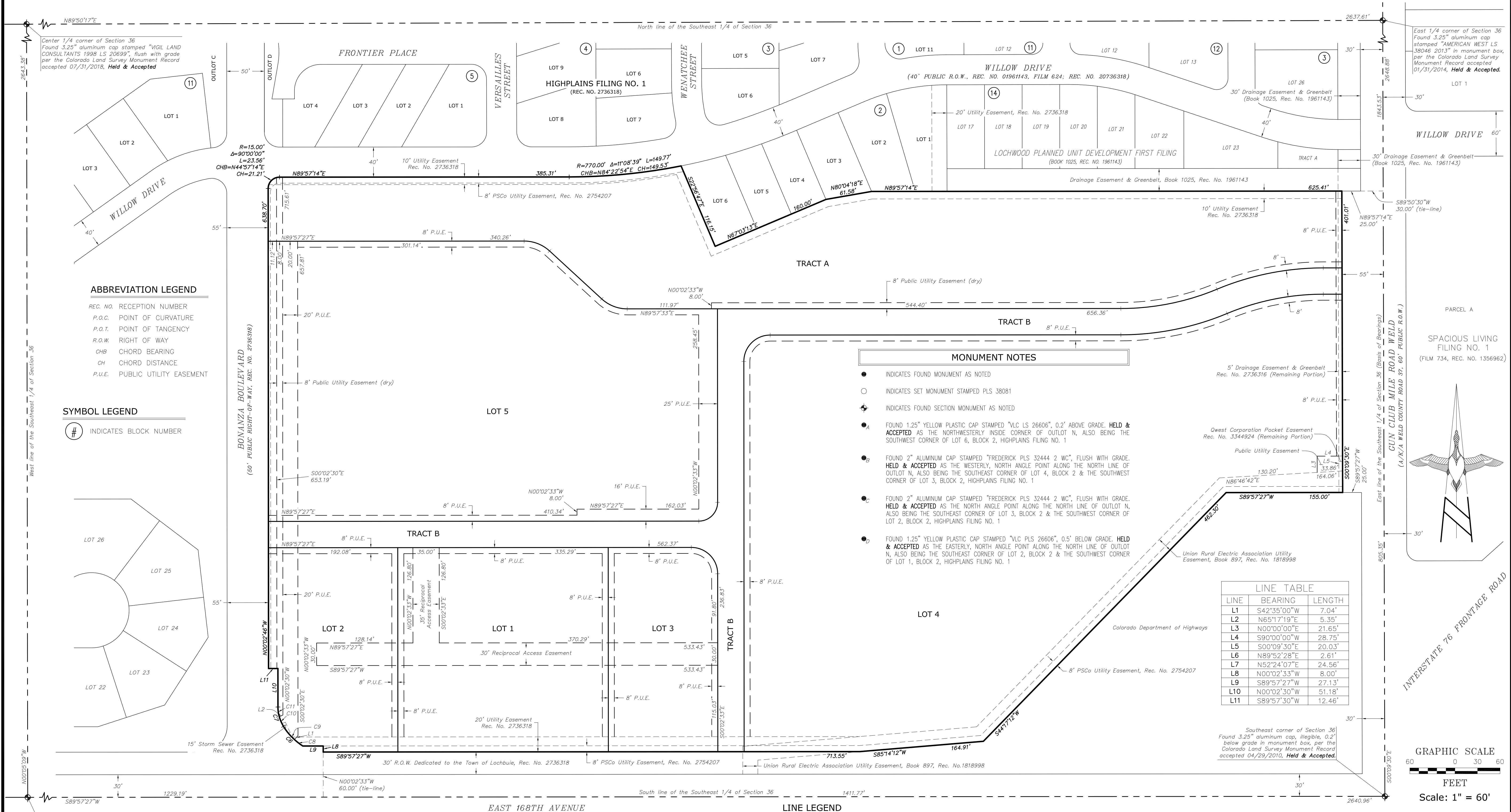
Center 1/4 corner of Section 36
 Found 3.25" aluminum cap stamped "VGL LAND CONSULTANTS 1998 LS 20699", flush with grade per the Colorado Land Survey Monument Record accepted 07/31/2018, Held & Accepted

South 1/4 corner of Section 36
 Calculated position per the plat of Highplains Filing No. 1

EAST 168TH AVENUE
 (PUBLIC R.O.W., WIDTH VARIES, REC. NO. 2736318, WELD COUNTY RECORDS; REC. NO. 201900006589, ADAMS COUNTY RECORDS)

HIGHPLAINS FILING NO. 1, AMENDMENT NO. 1 FINAL PLAT

A REPLAT OF OUTLOTS G, H, I, J, K, L, M & N, HIGHPLAINS FILING NO. 1,
 LOCATED WITHIN THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN,
 TOWN OF LOCHBUIE, COUNTY OF WELD, STATE OF COLORADO
 SHEET 4 OF 4



ABBREVIATION LEGEND

REC. NO. RECEPTION NUMBER
 P.O.C. POINT OF CURVATURE
 P.O.T. POINT OF TANGENCY
 R.O.W. RIGHT OF WAY
 CHB CHORD BEARING
 CH CHORD DISTANCE
 P.U.E. PUBLIC UTILITY EASEMENT

SYMBOL LEGEND

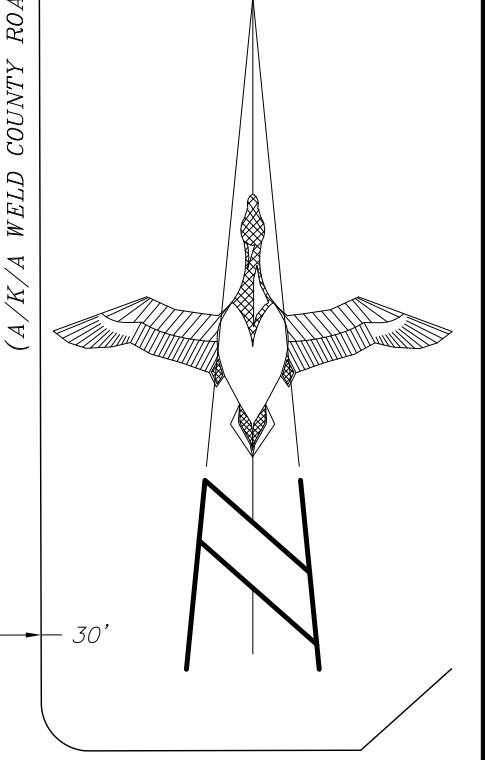
INDICATES BLOCK NUMBER

MONUMENT NOTES

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- INDICATES SET MONUMENT STAMPED PLS 38081
- ⊕ INDICATES FOUND SECTION MONUMENT AS NOTED
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LINE TABLE

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L2	N65°17'19"E	5.35'
L3	N00°00'00"E	21.65'
L4	S90°00'00"W	28.75'
L5	S00°09'30"E	20.03'
L6	N89°52'28"E	2.61'
L7	N52°24'07"E	24.56'
L8	N00°02'33"W	8.00'
L9	S89°57'27"W	27.13'
L10	N00°02'30"W	51.18'
L11	S89°57'30"W	12.46'



GRAPHIC SCALE
 60 0 30 60
 FEET
 Scale: 1" = 60'

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CH BEARING	CHORD	CURVE	RADIUS	DELTA	LENGTH	CH BEARING	CHORD	CURVE	RADIUS	DELTA	LENGTH	CH BEARING	CHORD
C1	15.00'	90°00'00"	23.56'	N44°57'27"E	21.21'	C5	3.00'	37°33'20"	1.97'	N71°10'47"E	1.93'	C9	82.72'	15°59'07"	23.08'	N39°31'29"W	23.00'
C2	35.00'	90°00'00"	54.98'	N45°02'33"W	49.50'	C6	82.72'	25°46'20"	37.21'	N44°25'06"W	36.90'	C10	49.00'	16°08'35"	13.81'	N23°27'38"W	13.76'
C3	10.00'	90°00'00"	15.71'	N44°57'27"E	14.14'	C7	49.00'	31°29'26"	26.93'	N15°47'13"W	26.59'	C11	49.00'	15°20'51"	13.13'	N07°42'55"W	13.09'
C4	11.00'	37°28'21"	7.19'	N71°08'17"E	7.07'	C8	82.72'	09°47'13"	14.13'	N52°24'39"W	14.11'						

LINE LEGEND

- SUBJECT PARCEL BOUNDARY LINES
- SECTION LINES
- - - R.O.W. DEDICATION LINES
- - - LOT LINES HEREBY CREATED BY THIS PLAT
- - - ADJOINING PARCEL BOUNDARY LINES
- - - EASEMENT LINES
- - - EASEMENT LINES HEREBY CREATED BY THIS PLAT

ALTURA
 LAND CONSULTANTS

6950 South Tucson Way, Unit C
 Centennial, Colorado 80112
 Phone: (720) 488-1303
 Email: jesse@alturaland.com
 Contact: Jesus Lugo

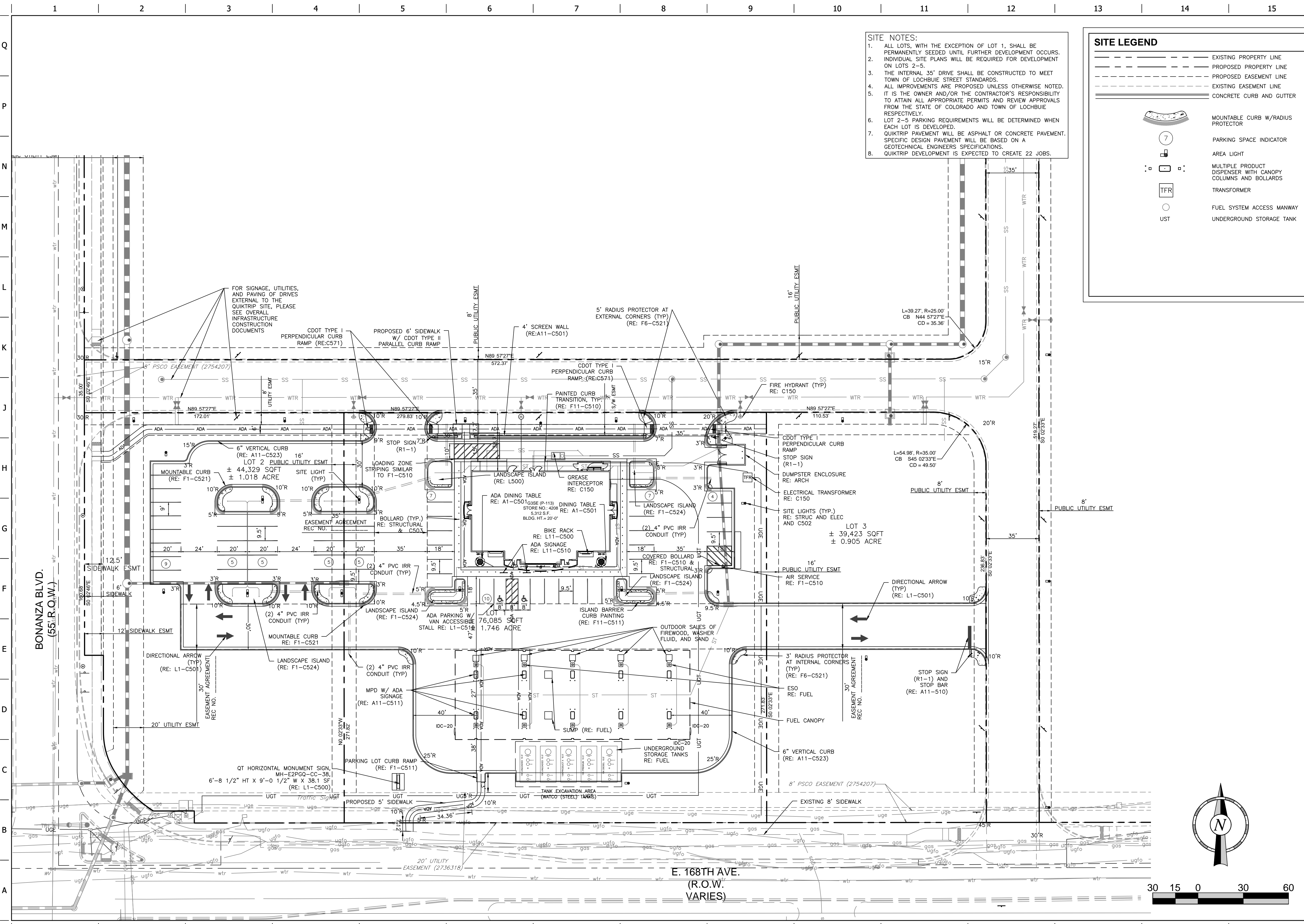
Prepared: February 10, 2021 Job No. 19198

NEW EASEMENT CONFIGURATION DETAIL

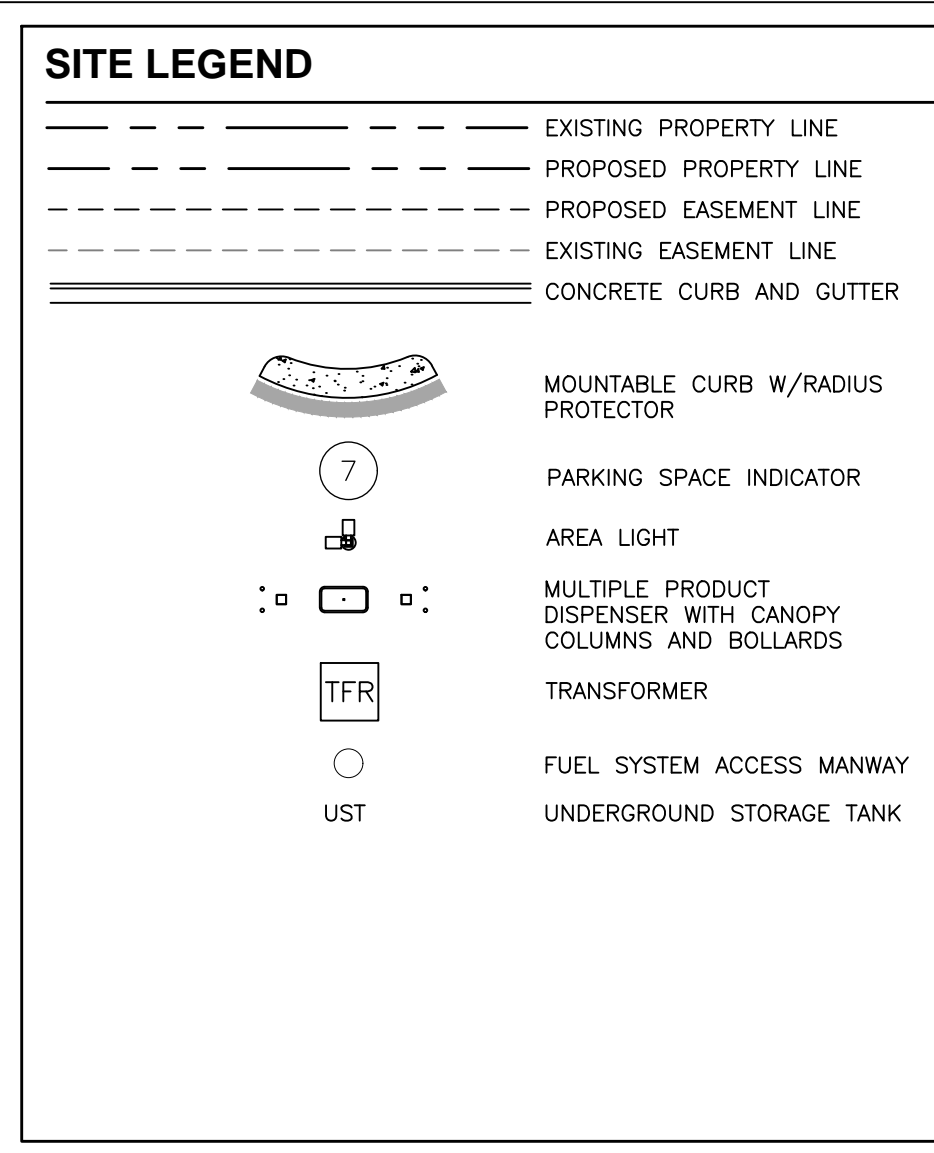
DATE	REVISION
07/05/23	1ST SUBMITTAL REVIEW REVISION

SHEET 4 OF 4

FILE LOCATION: H:\QuikTrip\04208-Lochbuie, CO\CADD\2 Plan\04208_Civil_PDF.dwg TAB NAME: Site - Site CD (01) USER: jlynn Priest - Saved: 12/11/2023 2:43 PM PLOTTED: 12/13/2023 8:38 AM



- SITE NOTES:**
1. ALL LOTS, WITH THE EXCEPTION OF LOT 1, SHALL BE PERMANENTLY SEED UNTIL FURTHER DEVELOPMENT OCCURS. INDIVIDUAL SITE PLANS WILL BE REQUIRED FOR DEVELOPMENT ON LOTS 2-5.
 2. THE INTERNAL 35' DRIVE SHALL BE CONSTRUCTED TO MEET TOWN OF LOCHBUIE STREET STANDARDS.
 3. ALL IMPROVEMENTS ARE PROPOSED UNLESS OTHERWISE NOTED. IT IS THE OWNER AND/OR THE CONTRACTOR'S RESPONSIBILITY TO ATTAIN ALL APPROPRIATE PERMITS AND REVIEW APPROVALS FROM THE STATE OF COLORADO AND TOWN OF LOCHBUIE RESPECTIVELY.
 4. LOT 2-5 PARKING REQUIREMENTS WILL BE DETERMINED WHEN EACH LOT IS DEVELOPED.
 5. QUIKTRIP PAVEMENT WILL BE ASPHALT OR CONCRETE PAVEMENT. SPECIFIC DESIGN PAVEMENT WILL BE BASED ON A GEOTECHNICAL ENGINEERS SPECIFICATIONS.
 6. QUIKTRIP DEVELOPMENT IS EXPECTED TO CREATE 22 JOBS.



PROJECT NO.: QKT004208

Galloway

5500 Greenwood Plaza Blvd, Suite 200
Greenwood Village, CO 80111
303.770.8884
GallowayUS.com

QuikTrip No. 4208

NWC 168th & I-76 FRONTAGE
LOCHBUIE, CO



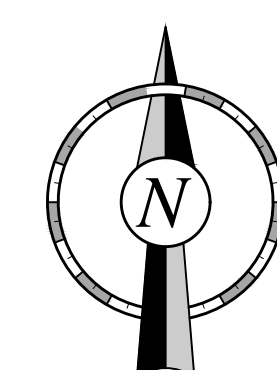
PROTOTYPE: P-113 (2/20/23)
DIVISION: 83
VERSION: 001
DESIGNED BY: DLR
DRAWN BY: DLR
REVIEWED BY: JRR

REV	DATE	DESCRIPTION
1	12/17/23	2ND QTR CD SUBMITTAL
2	12/29/23	3RD QTR CD SUBMITTAL
3	12/13/23	4TH QTR CD SUBMITTAL

ORIGINAL ISSUE DATE: 12/05/2022

SHEET TITLE:
SITE PLAN

SHEET NUMBER:
C100



**SUBDIVISION IMPROVEMENT AGREEMENT
QUIKTRIP DEVELOPMENT**

This Subdivision Improvements Agreement (“Agreement”) is entered into as of the ___ day of _____, 2024 by and between the **TOWN OF LOCHBUIE**, Colorado a municipal corporation of Weld and Adams Counties, State of Colorado (“**Town**”) and **QUIKTRIP CORPORATION**, an Oklahoma corporation (“**Owner**”), as owner and developer of the property located within the Town of Lochbuie, Colorado described in this Agreement. Town and Owner are referred to singularly as a “Party” and jointly as the “Parties.” This Agreement shall be effective upon the date it is recorded.

RECITALS

- A. Owner owns all the real property as described in attached **Exhibit A** (the “**Property**”).
- B. The Town approved the final plat of Highplains Filing No. 1, Amendment No. 1 (the “**Plat**”) that created Lots 1 through 5 (“**Lots**”) and Tracts A and B (“**Tracts**”) and other common areas or dedicated lands within or adjacent to the Property. (Hereinafter, the Lots and Tracts and other development and common areas, to include public right of way within and adjacent thereto, are referred to together as the “**Development Area**”).
- C. The Town approved or is in the process of approving the QuikTrip Store #4208 Site Plan, attached hereto and incorporated herein by this reference as **Exhibit B** (the “**Site Plan**”). The Site Plan identifies the development of Lots 1 through 3 and the Tracts along with other certain improvements necessary to serve the development.
- D. The Town approved or is in the process of approving certain documents that govern the construction of the public infrastructure required to serve the Development Area, both on-site and off-site, including without limitation, drainage reports and plans, geotechnical reports, traffic studies, utility plans, landscape plans, water and sanitary sewer plans, lighting plans and roadway plans (“**Construction Documents**”).
- E. As a condition of the approval of the Plat and the Site Plan, the Town requires the construction by Owner of certain public improvements and facilities, both onsite and offsite of the Development Area, including those improvements shown on the Site Plan and Plat and any Construction Documents approved by the Town for the Development Area as set forth in this Agreement in the Schedule of Improvements in **Exhibit C** (the “**Improvements**”). The term Improvements includes Owner’s obligation to install a warranted traffic signal for the intersection of Bonanza Boulevard and East 168th Avenue (the “**Traffic Signal**”) with contribution from the Town following expiration of the warranty. This Agreement shall govern the terms of all Improvements including the Traffic Signal which shall be built by Owner or its assigns within the Development Area.
- F. For each Lot within the Development Area, the individual user of such Lot will dedicate water resources in amounts sufficient to serve the use thereon as part of the approval process for development of the Lot through a separately executed Water Resource Credit Agreement (the

“**WRC Agreement**”). The Owner will dedicate water resources in amounts sufficient to serve the uses shown in the Site Plan prior to approval of a construction permit for the development of Lots 1 through 3 through a separately executed WRC Agreement.

- G. The purpose of this Agreement is to establish the obligations of the Owner to construct and warrant the quality of the Improvements which are required as a condition of approval of the Plat and Site Plan by the Town.

NOW THEREFORE, in consideration of the foregoing premises and the covenants, promises and agreements of all the parties hereto, to be kept and performed by each of them, **IT IS AGREED**:

1. CONSTRUCTION OF IMPROVEMENTS.

1.1 Construction of Improvements. Owner shall design, purchase, and install all elements of the Improvements at Owners’ sole expense. The Improvements shall be designed and built in conformance with the latest edition of the Town of Lochbuie standards or specifications for public improvements, unless otherwise provided in the Plat, Site Plan, or any Construction Documents or other plans approved by the Town. All Improvements shall be designed and approved by a registered professional engineer retained by the Owner. Prior to the commencement of construction of the Improvements, the Owner must obtain all required permits and other approvals from the Town including approval of Construction Documents.

1.2 Schedule of Improvements. **Exhibit C** shows in detail or describe the public and other required subdivision or development improvements, including wet and dry utilities, landscaping, revegetation and other subdivision or development improvements that the Owner shall be responsible for constructing, and the costs therefor. No work shall be commenced by the Owner until such time as the Improvements Guarantee (as defined in Section 1.6) has been provided pursuant to this Agreement. The Schedule of Improvements (Exhibit C) shall at a minimum include the following types of improvements as well as the construction costs necessary to provide the Improvements for the development shown in the approved Construction Documents.

(a) **Water Distribution System**. Water distribution facilities including water mains, lateral service lines to the lot lines, valves, fire hydrants, and all other appurtenant facilities necessary to provide treated municipal water service.

(b) **Wastewater Collection System**. Wastewater collection system to fully service the subdivision, including collection lines, service lines to the lot lines, manholes, and all other appurtenant facilities necessary to provide municipal wastewater service.

(c) **Streets**. Street improvements necessary to fully service the subdivision, including grading, road-base and sub-base, asphalt, curbs and gutters, handicap ramps, drainage facilities, traffic control facilities, and all other appurtenant facilities necessary to provide street access for public and private roads.

(d) **Traffic Signal**. All equipment, cabinets, electrical connections, polls, lights,

signals and related equipment for the Traffic Signal.

(e) Storm drainage facilities and appurtenances. Improvement Guarantee for these types of improvements may be provided to a third party with advance Town approval.

(f) Street lighting.

(g) Soil stabilization and revegetation measures.

(h) Visual screening facilities.

(i) Irrigation system.

(j) Landscaping.

(k) Any other subdivision or development improvements required by the Board of Trustees as a condition of approval of the Plat.

Installation of dry utilities, including telephone, cable television, electrical service, and natural gas service are required but not a part of Exhibit C for purposes of determining the Improvements Guarantee amount.

1.3 Timing.

(a) The Owner must dedicate sufficient water by WRC Agreement before any Town-required permit will be issued for any development (including grading) work within the Development Area. Building permits for the Lots to be developed within the Development Area shall be issued so long as the Improvements needed to serve the vertical development have been installed and any adjacent roads shown in the approved Construction Documents that are required to access the Lots have been installed and substantially completed. Temporary certificates of occupancy for the structures on the Lots in the Development Area shall be conditioned on the substantial completion of the Improvements.

(b) Except where a shorter time-period is prescribed, all Improvements shall be installed, constructed, or performed, as applicable, by Owner within two (2) years from the date of this issuance of a development permit. It is within the Town's sole discretion to grant an extension of time for the completion of Improvements. Extensions of time up to an additional one (1) year period for completion of Improvements may be granted by the Town subject to the Owner's submission of updated construction cost estimates for completion of the remaining Improvements and additional or replacement Improvements Guarantee (as defined below). The Town Administrator is authorized to approve extensions of time identified in this paragraph.

1.4 Maintenance, Workmanship and Acceptance/Ownership of Improvements.

(a) Subject to (b) and (c) of this paragraph 1.4, all Improvements shall be kept

and maintained by Owner in good order and condition until the Town issues a letter of Final Acceptance pursuant to this Agreement. Owner shall, at its cost, repair or replace any damage or destruction of those Improvements to be accepted by the Town prior to such Final Acceptance, except to the extent that such damage or destruction is caused by agents or employees of the Town. Unless otherwise specified, all materials for Improvements shall be new and both workmanship and materials shall be of good quality.

(b) The Town will accept ownership or dedication only of the water and sanitary sewer main lines and fire hydrants and of no other Improvements within the portions of the Development Area not dedicated as public right of way.

(c) The proposed wall with hand-rail along Weld County Road 37 as shown in the Construction Documents shall be included on Exhibit C but shall be kept and maintained by Owner or its assign in perpetuity pursuant to the terms of an agreement to be entered into between the Town and the Owner prior to Final Acceptance.

1.5 Construction Cost Estimate. **Exhibit C** contains, for each Improvement, an engineer's estimate of all costs and expenses associated with the construction and completion of each and all Improvements to be constructed by Owner to include a cost contingency of an additional fifteen percent (15%) of the total estimated construction costs in accordance with this Agreement ("**Improvements Costs**"). The sole purpose of said Improvements Costs estimate is to determine the amount of security to secure Owner's Improvements Guarantee obligations as set forth in Section 1.6 and must be revised when requested by the Town Administrator to reflect actual costs.

1.6 Security for Improvements.

(a) Prior to the commencement of construction of the Improvements, the Owner shall furnish to the Town, at the Owner's expense, a good and sufficient guarantee for construction of the Improvements in the form of cash, performance bond, or an irrevocable letter of credit issued by a federally or state-chartered bank with offices in Colorado in a form reasonably acceptable to the Town for an amount equal to the Improvements Costs plus an additional 15% to cover Town administrative costs to install and maintain the Improvements in the event that Owner fails to meet its obligations under this Agreement ("**Improvements Guarantee**").

(b) Where the Developer and the Town have agreed to a phasing of the Public Improvements, the required Improvements Guarantee for a phase shall be delivered to and accepted by the Town prior to the commencement of construction of the Public Improvements for that particular phase.

(c) The Improvements Guarantee shall be maintained, in the amount required by this Agreement, and subject to partial releases as contemplated herein, through Final Acceptance of the Improvements by the Town. The amount of any original Improvements Guarantee provided to the Town shall be reduced in scope and/or amount upon Construction Acceptance as defined in Section 2.7. Prior to commencement of the Warranty Period,

seventy-five percent (75%) of the Improvements Guarantee will be returned to the Owner for all Improvements for which Construction Acceptance has occurred. Upon Final Acceptance of the Improvements, the remaining the Improvements Guarantee shall be released as to the Improvements which have been the subject of such Final Acceptance.

(d) At least ninety (90) calendar days prior to the expiration date of the Improvements Guarantee, the Owner shall extend or modify the Improvements Guarantee to provide the Town with an Improvements Guarantee with a term and amount sufficient to cover the time and cost for completing any remaining obligations, including warranty obligations, of the Owner under this Agreement. The Owner's failure to provide such an amended form of Improvements Guarantee prior to said ninety (90) day period shall constitute a failure to perform in accordance with this Agreement and shall give the Town the right to proceed immediately to liquidate the existing Improvements Guarantee.

(e) In the event that any Improvements Guarantee expires or the entity issuing the Improvements Guarantee becomes disqualified to provide the same, or (if prior to Construction Acceptance) the Improvements Guarantee becomes insufficient to cover one hundred and fifteen percent (115%) of the estimated cost of the Improvements that remain to be completed, or if after Construction Acceptance, to cover 15% of the Improvements Costs for which Construction Acceptance has occurred, the Owner shall provide the Town with a substitution qualifying Improvements Guarantee, or an additional amount of the Improvements Guarantee, as appropriate. Prior to Final Acceptance of all Improvements, if the Owner fails to comply with this directive, the Owner will be in default of this Agreement and shall be subject to the provisions of Section 4 herein and shall also be subject to suspension of the development activities by the Town, including but not limited to the Town's refusal to issue building permits and certificates of occupancy.

2. DEVELOPMENT STANDARDS AND PROCEDURES.

2.1 Engineering Services. The Owner shall procure at its sole expense all engineering services necessary and appropriate in conjunction with the development of the Property and the Improvements, which shall fully conform to the Town's applicable ordinances, standards and specifications. Professional services shall be performed by engineers, surveyors, architects or other professionals duly licensed by the State of Colorado as may be appropriate.

2.2 Development Review Costs. Owner shall be responsible for reasonable Town incurred third party consultant development application review costs and shall enter into a separate agreement with the Town to deposit funds with the Town to pay such costs. A failure to pay any invoice thereunder within thirty days of receipt may result in the issuance of an order by the Town to stop all work in the Development Area.

2.3 Licensing of Contractors and/or Subcontractors. The Owner shall ensure that all contractors and/or subcontractors employed by the Owner to make the applicable Improvements shall be licensed by the Town before any work on the Improvements is commenced. The Owner shall at all times promptly make payments of all amounts due to the persons or entities supplying labor, materials or services in connection with the Improvements.

2.4 Testing. The Owner shall employ at its sole expense an independent, professional and qualified testing company to perform all testing of materials or construction that may reasonably be required by the Town to ensure compliance with Town standards and specifications. The Owner shall furnish the Town with certified copies of test results and agrees to release and authorize full access to the Town and its designated representatives to all work-up materials, procedures and documents used in preparing the test results.

2.5 Inspection. At all times during construction of the Improvements, and until Final Acceptance thereof by the Town, the Town shall have the right but not the duty to inspect materials and workmanship to ascertain conformance with the approved plans and Town standards and specifications. Town incurred reasonable costs for inspection will be the responsibility of Owner. Owner shall be required to deposit the amount of \$20,000.00 with the Town to be held by separate accounting for purposes of reimbursing the Town its third-party costs for inspection of the construction of the Improvements and any third-party costs incurred by the Town in relation to inspection and acceptance of the Improvements to ensure compliance with this Agreement. The Town shall provide to Owner a monthly accounting of all such costs incurred in connection with such inspections and, if necessary, Owner shall be required to replenish the deposit whenever the amount on deposit goes below \$10,000. Prior to commencement of the Warranty Period, any remaining unused funds on deposit will be returned to Owner. Depletion of the deposit account shall not relieve Owner of its obligation to reimburse the Town for these costs. A failure to pay any invoice for such costs within thirty days of receipt may result in the issuance of an order by the Town to stop all work in the Development Area. The Owner shall reasonably cooperate and assist the Town to gain appropriate access to the areas designated for inspection. It shall also be the duty of the Owner to notify the Town upon discovery of any non-conformance with the said plans, standards and specifications. Inspection and acceptance of work by the Town shall not relieve the Owner of any responsibility under this Agreement.

2.6 Street Access. The Owner's work shall conform to the requirements for erosion control as are accepted as standards in the construction industry as well as those standards set forth in the ordinances and regulations of the Town. The Owner shall be responsible, at its own expense, for keeping on-site streets used as construction routes, and rights-of-way clear of mud, rocks and debris at all times during said construction. The Owner shall, within 24 hours of verbal notification by the Town of non-compliance with this Section, commence clean-up operations and shall diligently pursue completion of said operations to the satisfaction of the Town. If the Owner fails to respond within 24 hours, or the Town is unable to contact the Owner after reasonable effort, or the Owner fails to diligently pursue clean-up operations to the satisfaction of the Town, the Town may take corrective action to clear the affected streets and rights-of-way and invoice the Owner for the same. A failure to pay any invoice therefor within forty days of receipt may result in the issuance of an order by the Town to stop all work in the Development Area.

2.7 Construction Acceptance.

(a) No later than ten (10) days after the Owner believes that any Improvement(s) are substantially completed in accordance with the Town approved

Construction Documents, Owner shall request inspection by the Town.

(b) The Town agrees to commence said inspections and to diligently prosecute such inspection to completion. If Owner does not request this inspection within ten (10) days of completion of the Improvement(s), the Town may conduct the inspection without approval of the Owner. If Improvements have reached a point of substantial completion in accordance with the Construction Documents, have been inspected and approved by the Town as being substantially completed in accordance with the Construction Documents, and all punch-list items shall have been completed, such Improvements shall be deemed to have "Construction Acceptance" which shall be subject to Final Acceptance (as defined below). Construction Acceptance shall be evidenced by the Town's issuance of a Construction Acceptance Letter in the form attached hereto as Exhibit D. If Improvements constructed by Owner are not constructed in substantial accordance with the Construction Documents, the Town shall provide written notice to Owner of the repairs, replacements, construction or other work required to receive Construction Acceptance. The Town agrees to provide a Letter of Construction Acceptance or Rejection within ten (10) business days following completion of the Town inspection. If the Town rejects certain Improvements, it shall provide a written punch-list of all corrective work that it requires as part of such rejection letter. In either event, the Owner is required to complete the corrective work within forty-five (45) days of the Town's deficiency notice, subject to force majeure events.

(c) If the Town has refused to issue Construction Acceptance as to any Improvements, after Owner completes repairs, replacements, construction or other work required by the rejection letter, Owner shall request of the Town a re-inspection of such work, from time to time, to determine if Construction Acceptance can be granted, and the Town shall provide written notice to Owner of the acceptability or unacceptability of such work prior to proceeding to complete any such work at Owner's expense. If Owner does not complete the repairs, replacements, construction, or other work required within forty-five (45) days of said notice, the Owner shall be in default of this Agreement and the Town may exercise the right to secure performance as provided in Section 4 of this Agreement. The Town reserves the right to schedule re-inspections, depending upon scope of deficiencies. No Certificate of Occupancy shall be issued by the Town for property located within that portion of the Property prior to Construction Acceptance of the Improvements.

(d) The Town will not accept the Improvements on Tracts A and B for Town ownership and maintenance. Owner or its assign will be responsible for all maintenance of those Improvements in perpetuity.

2.8 Warranty.

(a) For the purposes of this Agreement, the term "Warranty Period" means a period of twenty-four (24) months from the date of Construction Acceptance and applies to the Improvements that will be dedicated to the Town for ownership and maintenance.

(b) During the Warranty Period, the Owner shall be responsible for making any repairs or replacements to the Improvements required due to (a) defective materials, workmanship, or design, or (b) such damage that may be done to the Improvements during the Warranty Period, except such damage that is directly attributable to Town equipment or personnel. If, subject to force majeure events, within thirty (30) days after Owner's receipt of written notice from the Town requesting such warranty repairs or replacements, the Owner has not completed such repairs, the Town may exercise its rights to secure performance as provided in Section 4 of this Agreement. If the Warranty Period ends in the time period from November to March, the period shall automatically be extended through the end of April. Upon Final Acceptance, as defined below, the Town will accept and maintain those Improvements dedicated to the Town.

(c) If the Town has a legitimate public health or safety concern with an Improvement, the period for repair may be shortened to a reasonable time to remedy such concern.

(d) At least thirty (30) days before the Warranty Period has elapsed from the issuance of Construction Acceptance or as soon thereafter as weather permits, Owner shall request an inspection of Improvements installed by Owner for ownership and maintenance by the Town. The Town shall inspect the Improvements and shall notify the Owner in writing of all deficiencies and necessary repairs Owner must make. After Owner has corrected all deficiencies and made all necessary repairs identified in said written notice, along with conveyance of all "as-built" drawings and other requirements, the Town will issue to Owner a letter of final acceptance. The date of the letter of final acceptance constitute final acceptance of the Improvements by the Town ("**Final Acceptance**"). If Owner does not correct all deficiencies and make repairs identified in said inspection that are Owner's obligation, within thirty (30) days after receipt of said notice, subject to *force majeure* events, such failure shall be a default by Owner under this Agreement, and the Town may exercise its rights to secure performance as is provided in Section 4 of this Agreement. If at the time of Final Acceptance any mechanic's liens have been filed with respect to the Improvements, and such liens have not been released of record or bonded off, the Town may retain all or a portion of the Improvements Guarantee up to the amount of such liens.

(e) Nothing herein shall be construed or deemed as requiring the Town to finally accept and release from warranty any Improvements that are defective or damaged except for those Improvements that are defective or damaged due to Town equipment or personnel.

(f) Required As-Built Construction Documents. When Owner has substantially completed the Improvements as provided herein, Owner shall provide, at its cost, one (1) paper copy in full size, one (1) paper copy in 11"x17" size, one .pdf file, and one CAD file of all necessary engineering designs, surveys, field surveys and "as-built" drawings showing the Improvements in their as-built locations at the time of Owner's request for Construction Acceptance of the Improvements. As-built drawings shall be

prepared under the direction of a Colorado registered professional engineer, certifying that the constructed Improvements are in substantial conformance with the Construction Documents or that any material deviations have received prior written approval from the Town. The engineer's certification may be based in part on surveys by a Colorado registered land surveyor and a certified letter from the project's geotechnical inspector. The legal description of all utility service lines shall be prepared by a registered land surveyor at the Owner's sole expense.

2.9 Final Acceptance.

(a) At least thirty (30) days before the Warranty Period has elapsed, or as soon thereafter as weather permits, the Owner shall provide notice to the Town Engineer or Town Administrator that the Improvements are ready for final inspection, ownership, and maintenance by the Town. The Town shall inspect the Improvements and shall notify the Owner in writing of all deficiencies and necessary repairs Owner must make. If Owner does not correct all deficiencies and make repairs identified in said inspection that are Owner's obligation, within thirty (30) days after receipt of said notice, subject to *force majeure* events, such failure shall be a default by Owner under this Agreement, and the Town may exercise its rights to secure performance as is provided in Section 4 of this Agreement.

(b) After Owner has corrected all deficiencies and made all necessary repairs identified in said written notice, submitted all lien waivers, conveyed to the Town all Improvements, and provided the required documents to the Town, including written and electronic final as-builts, the Town will issue to Owner a letter of final acceptance of the Improvements by the Town for its ownership and maintenance ("**Final Acceptance**"). If at the time of Final Acceptance any mechanic's liens have been filed with respect to the Improvements, and such liens have not been released of record or bonded off, the Town may retain all or a portion of the Improvements Guarantee up to the amount of such liens.

(c) Nothing herein shall be construed or deemed as requiring the Town to finally accept and release from warranty any Improvements that are defective or damaged except for those Improvements that are defective or damaged due to Town equipment or personnel.

2.10 Dedication of Right-of-Way and Easements. The completed Improvements, with the exception of those Improvements on Tracts A and B and the other Retained Improvements or those dedicated to other entities, shall become the sole property of the Town, free and clear of all liens, encumbrances, and restrictions upon Final Acceptance by the Town. Prior to and as a condition of Final Acceptance, Owner shall furnish to the Town unconditional lien waivers that all claims and payments to be made in connection with construction of said Improvements have been satisfied. Prior to dedicating the Improvements to the Town, the Owner will dedicate to the Town by special warranty deed all rights-of-way and easements within the Property that are necessary for the operation and maintenance of the Improvements that are not dedicated by the Plat. Such rights-of-way and easements will be free and clear of all monetary liens and encumbrances which materially interfere with the intended use of the right-of-way or easement. The Owner will

obtain at its sole cost an Owner's title insurance policy for all right-of-way and easement dedications, naming the Town as the insured. Dedication of any public streets has occurred at the time of recordation of the Plat in the real property records of Weld County, Colorado, and right-of-way will be dedicated prior to the commencement of the construction of the Improvements. To the extent any easements are required for the Improvements that run through the property of others, and if any metropolitan district formed to provide public infrastructure in connection with the Property (the "District") is unable to acquire such easements by its own rights of condemnation or otherwise, the Town agrees to provide or obtain such easements by condemnation or otherwise, at the Owner's cost. All parks (including pocket parks), open space and trails created as part of the Plat shall be dedicated to a special district or owners association for ongoing ownership and maintenance and a public access easement across all such parks, open space and trails shall be granted and recorded.

2.11 Schedule of Fees. The owner of a Lot shall pay those fees approved by the Town Board of Trustees, as may be amended by further legislative action or due to automatic increases, prior to obtaining a building permit for each Lot in the Development Area. The Owner understands and agrees that no building permits or certificates of occupancy for any buildings will be issued until all such dedications and payments of fees have been made.

2.12 Traffic Signal. The Owner will design and construct the Traffic Signal and related appurtenances and equipment at the intersection of Bonanza Boulevard and East 168th Avenue (Weld County Road 2) based on the design documents approved by the Town. The Traffic Signal shall be completed prior to the issuance of any certificates of occupancy for the QuikTrip Store identified in the Site Plan. The requirements for all Improvements described in this Agreement apply to the Traffic Signal. Within thirty (30) days following Final Acceptance of the Traffic Signal, the Town will convey \$500,000 to Owner.

3. WATER RESOURCES DEDICATION. All water dedication to serve uses on the Property shall be made to the Town in accordance with the Water Rights Dedication provisions in Chapter 13, Article IV of the Lochbuie Municipal Code in effect at the time the user submits an application for site plan approval. The user shall comply with all directives from the Town Administrator concerning the types of reports and/or studies necessary for the Town to determine whether such water resources are sufficient to serve the proposed use of the Lot or Tract.

4. DEFAULT AND REMEDIES.

In the event that the Owner should fail to timely comply with any terms, conditions, covenants and undertakings of this Agreement, and if such noncompliance is not cured and brought into compliance within thirty (30) days of written notice of default provided to Owner by the Town (unless the Town in writing and in its sole discretion designates a longer period) and if the default relates to an obligation secured by the improvements Guarantee:

(a) The Town may draw upon the Improvements Guarantee to the extent required and complete the Improvements at the Owner's expense, which shall be limited to the actual and reasonable costs incurred by the Town, including all engineering costs and reasonable attorneys' fees relating thereto. (Attorneys' fees relating to litigation

between the Owner and the Town shall be governed by Sections 5.9 and 5.10 below, and the Town may not access the Improvements Guarantee for such fees). Notice by the Town to the Owner will specify the conditions of default.

(b) The Town may also, after the cure period and until completion of the Improvements is in compliance with this Agreement, withhold any additional building permits, certificates of occupancy, or provision of new utilities fixtures or services.

(c) Nothing herein shall be construed to limit the Town from pursuing any other remedy at law or in equity which may be appropriate under Town, state or federal law.

(d) Failure to timely complete construction of Improvements which is solely due to unforeseeable inclement weather and other force majeure events shall not be considered a default by Owner under this Agreement.

(e) If the Town determines that a bona fide emergency exists as to any part of the Property, and the Owner has not immediately addressed the emergency, the Town may take such steps as it deems appropriate in order to protect public health and safety. All reasonable costs incurred by the Town shall be due and payable to the Town by the Owner within ten (10) business days following demand. In the event the Owner fails to pay such costs, the Owner shall be deemed in default under this Agreement, and the Town may draw against the Improvements Guarantee for such costs.

5. GENERAL PROVISIONS.

5.1 Applicable Law. This Agreement will be construed and enforced in accordance with the laws of the State of Colorado.

5.2 Indemnification. To the extent allowed by law, the Owner, with regard to the Improvements, shall indemnify and hold harmless the Town, its officers and employees, from and against all liability, claims, demands, and expenses, including court costs and reasonable attorney fees, on account of any injury, loss, or damage that arise out of or are in any manner connected with the work to be performed by the Owner under this Agreement, if such injury, loss or damage is caused in whole or in part by the negligent act, omission, error, mistake, accident or other fault of the Owner, or any subcontractor, officer, employee or agent of the same. The obligations under this paragraph shall not apply to the extent any such liability, claim, demand or expense arises out of or is connected with the negligent act, omission, error, mistake, accident or other fault of the Town.

5.3 Insurance.

(a) The Owner, with respect to the Improvements, agrees to procure and maintain in force during the term of this Agreement, at its own cost, the following coverages:

- i. Workers' Compensation Insurance as required by Colorado law;

ii. Commercial General or Business Liability Insurance with minimum combined single limits of Two Million Dollars (\$2,000,000.00) for each occurrence and in the aggregate;

iii. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000.00) for any one occurrence, with respect to each of the Owner's owned, hired or non-owned vehicles assigned to or used in the performance of services for the Owner.

(b) Evidence of qualified self-insured status may be substituted for one or more of the foregoing insurance coverages, if approved by the Town.

(c) The Owner shall at a minimum procure and maintain the insurance coverages listed herein. Such coverages shall be procured and maintained with forms and insurers licensed to do business in the State of Colorado and shall name the Town as an additional insured party. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Owner pursuant to retroactive dates. Coverage for extended reporting periods shall be procured to maintain such continuous coverage.

(d) A certificate of insurance shall be completed by the Owner's insurance agent as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, and shall be provided to the Town prior to commencement of any services under this Agreement. The Town shall review the certificate of insurance within ten (10) working days of receipt. The certificate of insurance shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be canceled, terminated or materially changes unless written notice has been given to the Town pursuant to the policy terms thereof.

(e) Failure on the part of the Owner to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a default under this Agreement, and if said default is not cured within ten (10) days of written notice by the Town to the Owner, the Town may procure or renew any such policy or any extended reporting period thereto, and may pay any and all premiums in connection therewith and all monies so paid by the Town shall be repaid by the Owner to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to the Owner from the Town.

(f) The parties hereto understand and acknowledge that the Town and its respective officers and employees and agents are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., as the same is amended from time to time.

5.4 Non-Liability of Town. The Owner hereby acknowledges that the Town's review

and approval of plans for the development of the Property is done in furtherance of the general public health, safety and welfare, and that no specific relationship with or duty of care to the Owner or any third parties is assumed by such review and approval, and that the Town asserts, to the fullest extent permitted by law, its immunity from suit under the Colorado Governmental Immunity Act, § 24-10-101 et seq. C.R.S., as well as the limitations upon liability provided herein.

5.5 No Joint Venture or Partnership. No form of joint venture or partnership exists between the Town and the Owner, and nothing contained in this Agreement will be construed as making the Town and the Owner joint ventures or partners.

5.6 Assignability. This Agreement may not be assigned or delegated by the Owner without the written consent of the Town. No assignment shall release the Owner from performance of any duty, obligation, or responsibility unless such release is clearly expressed in such written document of assignment. Prior to approving any release of the Owner, the Town may, at its sole discretion, require the party assuming any duty, obligation, or responsibility of the Owner to provide to the Town written evidence of financial or other ability to meet the particular duty, obligation or responsibility being assumed by the party. Town consent to assignment shall not be unreasonably withheld or delayed so long as assignee is financially capable of complying with the requirements for security for construction of Improvements, as set forth in Section 1.6 hereof. The Town Administrator is authorized to approve assignments.

5.7 Recording of Agreement. This Agreement shall be recorded in the real estate records of Weld County, Colorado, and shall be a covenant running with the Property in order to put prospective purchasers and other interested parties on notice as to the terms and provisions hereof.

5.8 Merger and Ratification. This Agreement constitutes the entire understanding and agreement of the parties, integrates all of the terms and conditions mentioned therein and incidental thereto, and supersedes all negotiation or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers or amendments of this Agreement must be made in writing and signed by the appropriate authorities of the Town and the Owner.

5.9 Expenses. Except as otherwise provided in this Agreement, each party hereto will bear its respective costs and expenses associated with entering into, implementing and enforcing the terms of this Agreement.

5.10 Attorney's Fees. If any action is filed or maintained by any party in relation to this Agreement, the prevailing party will be awarded its reasonable costs and attorney's fees, which rights will survive the termination of this Agreement.

5.11 Waiver. No waiver of one or more of the terms of this Agreement will constitute a waiver of other terms. No waiver of any provision of this Agreement in any instance will constitute a waiver of such provision in other instances.

5.12 Severability. If any term, provision, covenant or condition of this Agreement is held by a competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of

this Agreement will, unless amended or modified by mutual consent of the parties, continue in full force and effect so long as enforcement of the remaining provisions would not be inequitable to the party against whom they are being enforced under the facts and circumstances then pertaining.

5.13 Further Assurances. Each party will execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other parties the full and complete enjoyment of its rights and privileges under this Agreement.

5.14 Notices. Any notice or communication required under this Agreement between the parties must be in writing and may be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice will be deemed to have been given when delivered to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

It to the Town:

Town Administrator
Town of Lochbuie
703 WCR 37
Lochbuie, Colorado 80603

With a required copy to:

Maureen Juran, Widner Juran LLP
Town Attorney
13133 E. Arapahoe Road, Suite 100
Centennial, CO 80112

If to the Owner:

QuikTrip Corporation
12000 Washington Street, Suite 175
Thornton, CO 80241
Attention: Mike Talcott

5.16 Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement.

EXHIBIT A

LEGAL DESCRIPTION

Lots 1 through 5 and Tracts A and B, Highplains Filing No. 1, Amendment No. 1, County of Weld, State of Colorado

EXHIBIT B
SITE PLAN

EXHIBIT C

**ENGINEER'S COST ESTIMATE
IMPROVEMENTS WITH ASSOCIATED COST ESTIMATES AND SCHEDULE**

EXHIBIT D

NOTICE OF CONSTRUCTION ACCEPTANCE/FINAL ACCEPTANCE

**TOWN OF LOCHBUIE
HIGHPLAINS FILING NO. 1, AMENDMENT NO. 1
[QUIKTRIP STORE #4208]**

The listed Improvement(s) under the Subdivision Improvements Agreement – (“Agreement”) between the **TOWN OF LOCHBUIE, COLORADO** (“Town”), and **QUIKTRIP CORPORATION**] (“Owner”) have been reviewed and found to qualify for Construction Acceptance and/or Final Acceptance, as set forth in chart as follows:

IMPROVEMENT DESCRIPTION	CONSTRUCTION ACCEPTANCE DATE	FINAL ACCEPTANCE DATE	DATE WARRANTY EXPIRATION

The Date of Construction Acceptance of the Improvements, or portion thereof designated above, is the basis for commencement of the DURATION of applicable warranties required by the Agreement. The Warranty Period is defined in the Agreement as commencing with Construction Acceptance and continuing for twenty-four (24) months from the Date of Construction Acceptance. This form shall govern the date of Construction Acceptance, Date of Final Acceptance, and Date of Warranty Expiration.

Notes:

Issued by:

For the Town of Lochbuie:

Engineer Printed Name: _____

Date Issued: _____



5500 Greenwood Plaza Blvd., Ste. 200
 Greenwood Village, CO 80111
 (303) 770-8884 (Phone)
 (303) 770-3636 (Fax)

Date: 7/21/2023

Project: QuikTrip #4208

Location: Lochbuie, CO
 By: JR/ACJ/DLR

Notes and Assumptions:

1. This Preliminary Opinion of Costs is based upon the Preliminary Grading Plan and the Preliminary Utility Plan prepared by Galloway & Company, Inc. dated 07/21/2023. The estimate only includes purchase and installation of the specifically listed items. Galloway has no control over costs or the price of labor, equipment, materials or the contractors method of pricing. Galloway makes no warranty, expressed or implied, as to the accuracy of such opinion as compared to bid or actual costs.
2. This Preliminary Opinion of Probable Cost reflects only the site improvements, and not any estimates of structural/architectural features which shall be provided separately.
3. Storm Sewer roof drains, storm pipe, manholes, and inlets are assumed to be the median size necessary to accommodate proposed development. No hydraulic analysis was performed in determining pipe/inlet sizes.
4. Grading quantities based on existing topography provided by others which may not match field conditions.
5. Dry utility quantities are preliminary estimates and may change once coordinated with the dry utility companies.
6. This Preliminary Opinion of Probable Cost assumes no over-ex underneath building pads.

Preliminary Opinion of Probable Cost

1	INFRASTRUCTURE IMPROVEMENTS	Total Quantity	Unit	Unit Cost	Total Cost
2	Earthwork				
3	Clear and Grub Site	22.27	Acres	\$1,100.00	\$24,497.00
4	Cut/Fill with on-site material	28291	C.Y.	\$3.25	\$91,945.75
5	Import Select Fill	44502	C.Y.	\$25.00	\$1,112,550.00
6	SWPPP Installation & Maintenance	22.27	Acres	\$3,850.00	\$85,739.50
7	Paving				
8	Curb and Gutter	4161	L.F.	\$22.00	\$91,542.00
9	Heavy Duty Asphalt (6" Thick)	8423	S.Y.	\$46.00	\$387,458.00
10	Concrete Handicap Ramp	4	EACH	\$757.50	\$3,030.00
11	Landscaping				
12	Native Seeding	694087	S.F.	\$0.50	\$347,043.50
13	Striping and Signage				
14	Stripe-Parking Spaces, Hatching, Arrows, Lanes	3741	L.F.	\$1.65	\$6,172.65
15	Site Lighting				
16	Base, Poles, Fixtures, Conduit and Wiring	21	EA.	\$4,950.00	\$103,950.00
17	Water				
18	Fire Hydrant Assembly	6	EACH	\$5,500.00	\$33,000.00
19	8" PVC Water Line	1800	L.F.	\$40.00	\$72,000.00
20	6" DIP Water Line	179	L.F.	\$44.00	\$7,876.00
21	2" PVC Water Service	104	L.F.	\$15.00	\$1,560.00
22	Bend - horizontal and vertical	14	EACH	\$517.00	\$7,238.00
23	Tee	16	EACH	\$517.00	\$8,272.00
24	8" Valve	9	EACH	\$1,980.00	\$17,820.00
25	6" Valve	6	EACH	\$1,650.00	\$9,900.00
26	2" Valve	5	EACH	\$1,000.00	\$5,000.00
27	Thrust Block	30	EACH	\$137.50	\$4,125.00
28	Connect to Existing Water Line w/tapping saddle	2	EACH	\$3,300.00	\$6,600.00
29	Sanitary Sewer				
30	4" PVC Sanitary Line	194	L.F.	\$55.00	\$10,670.00
31	8" PVC Sanitary Sewer Line	1723	L.F.	\$52.80	\$90,974.40
32	4' Dia Manhole	9	EACH	\$4,500.00	\$40,500.00
34	Connect to Existing Sanitary Sewer	1	EACH	\$3,300.00	\$3,300.00
35	Storm Sewer				
36	Detention Outlet Structure	1	EACH	\$25,000.00	\$25,000.00
	42" RCP Storm Pipe	605	L.F.	\$142.14	\$86,017.87
37	36" RCP Storm Pipe	328	L.F.	\$150.00	\$49,270.50
	30" RCP Storm Pipe	268	L.F.	\$120.00	\$32,134.80
	24" RCP Storm Pipe	369	L.F.	\$96.00	\$35,424.00
	18" RCP Storm Pipe	137	L.F.	\$79.93	\$10,931.23

	14" x 23" HE-RCP	18	L.F.	\$100.00	\$1,822.00
	42" F.E.S.	1	EACH	\$1,760.29	\$1,760.29
38	36" F.E.S.	2	EACH	\$1,539.00	\$3,078.00
	30" F.E.S.	1	EACH	\$1,032.33	\$1,032.33
	24" F.E.S.	2	EACH	\$2,070.00	\$4,140.00
	CDOT Type R Inlet (10')	5	EACH	\$11,000.00	\$55,000.00
	CDOT Type R Inlet (5')	3	EACH	\$4,920.88	\$14,762.64
	CDOT Type D Inlet (35" x 68")	2	EACH	\$8,500.00	\$17,000.00
39	CDOT Type 13 Comdo Inlet (Single)	1	EACH	\$5,830.00	\$5,830.00
40	CDOT Type 13 Comdo Inlet (Double)	2	EACH	\$9,138.00	\$18,276.00
	8' Dia. Manhole	1	EACH	\$17,000.00	\$17,000.00
	6' Dia. Manhole	4	EACH	\$6,600.00	\$26,400.00
	5' Dia. Manhole	1	EACH	\$6,450.00	\$6,450.00
	Flat Top Manhole (5' x 5')	1	EACH	\$6,450.00	\$6,450.00
41	4' Dia Manhole	5	EACH	\$6,400.00	\$32,000.00
42	Dry Utilities				
43	Electric/Gas	1	L.S.	\$50,000.00	\$50,000.00
44	Communications	1	L.S.	\$50,000.00	\$50,000.00
45	Sub-total - Shared Improvements				\$3,122,543.46
46	CR37 ROAD IMPROVEMENTS	Total Quantity	Unit	Unit Cost	Total Cost
47	Paving				
48	Sawcut Edge of Pavement	628	L.F.	\$4.00	\$2,512.00
49	Curb and Gutter	1230	L.F.	\$22.00	\$27,060.00
50	Heavy Duty Asphalt (6" Thick)	1319	S.Y.	\$46.00	\$60,678.60
51	Concrete Handicap Ramp	5	EACH	\$800.00	\$4,000.00
52	Sidewalk	2717	S.F.	\$6.00	\$16,302.00
53	Landscaping				
54	Native Seeding	2135	S.F.	\$0.50	\$1,067.50
55	Striping and Signage				
56	Stripe-Parking Spaces, Hatching, Arrows, Lanes	656	L.F.	\$1.65	\$1,082.40
57	Directional Signage	5	EACH	\$400.00	\$2,000.00
58	Dry Utilities				
59	Relocate Utility Boxes	1	L.S.	\$50,000.00	\$50,000.00
60	Street Lights	5	EACH	\$6,000.00	\$30,000.00
61	Relocate Street Light	3	EACH	\$6,000.00	\$18,000.00
62	Sub-total - CR37 Improvements				\$212,702.50
63	BONANZA BLVD IMPROVEMENTS	Total Quantity	Unit	Unit Cost	Total Cost
64	Paving				
65	Sawcut Edge of Pavement	956	L.F.	\$4.00	\$3,824.00
66	Curb and Gutter	931	L.F.	\$22.00	\$20,482.00
67	Heavy Duty Asphalt (6" Thick)	1563	S.Y.	\$46.00	\$71,911.80
68	Concrete Handicap Ramp	7	EACH	\$800.00	\$5,600.00
69	Sidewalk	4450	S.F.	\$6.00	\$26,700.00
70	Landscaping				
71	Native Seeding	5048	S.F.	\$0.50	\$2,524.00
72	Striping and Signage				
73	Stripe-Parking Spaces, Hatching, Arrows, Lanes	1675	L.F.	\$1.65	\$2,763.75
74	Dry Utilities				
75	Street Lights	5	EACH	\$6,000.00	\$30,000.00
76	Sub-total - Bonanza Blvd Improvements				\$163,805.55
77	Sub-total - All Improvements				\$3,499,051.51
78	Contingency	15%			\$524,857.73
79	General Contractors General Conditions	3.0%			\$104,971.55
80	General Contractors OH & Profit	5%			\$174,952.58
81	INFRASTRUCTURE IMPROVEMENTS				\$4,303,833.35

Quiktrip 4208 Traffic Signal

**E 168th Ave (WCR 2) & Bonanza Blvd
Estimate of Conceptual Project Costs
Traffic Signal Improvements**



Date Prepared: July 21, 2023

	Pay Item Number	Item	Unit	Quantity	Unit Cost	Extended Cost	Notes
1	203-01597	POTHOLING	HR	10	\$1,000.00	\$10,000	
2	503-00018	DRILLED SHAFT (18 INCH)	LF	20	\$ 500.00	\$10,000	
3	503-00036	DRILLED SHAFT (36 INCH)	LF	76	\$ 900.00	\$68,400	
4	613-00206	2 IN ELEC COND (BORED)	LF	321	\$ 30.00	\$9,600	
5	613-00306	3 IN ELEC COND (BORED)	LF	642	\$ 38.00	\$24,400	
6	613-01200	2 IN ELEC COND (PLASTIC)	LF	158	\$ 35.00	\$5,500	
7	613-01300	3 IN ELEC COND (PLASTIC)	LF	180	\$ 45.00	\$8,100	
8	613-07001	TYPE ONE PULL BOX	EA	1	\$ 850.00	\$900	
9	613-07004	TYPE FOUR PULL BOX	EA	5	\$ 2,600.00	\$13,000	
10	613-10000	WIRING	LS	1	\$ 30,000.00	\$30,000	
11	613-80130	OBTAIN ELECTRICAL SERVICE	LS	1	\$ 10,000.00	\$10,000	
12	613-80130	METER PEDESTAL	EA	1	\$ 8,750.00	\$8,800	
13	614-00000	STREET NAME SIGN	EA	4	\$ 400.00	\$1,600	
14	614-00011	SIGN PANEL (CLASS I)	SF	38	\$ 35.00	\$1,300	
15	614-10160	SIG HEAD BACKPLATES	EA	10	\$ 175.00	\$1,800	
16	614-70150	PEDESTRIAN SIGNAL FACE (16 INCH) (COUNTDOWN)	EA	8	\$ 700.00	\$5,600	
17	614-70336	TRAFFIC SIGNAL FACE (12-12-12)	EA	10	\$ 1,200.00	\$12,000	
18	614-70560	TRAFFIC SIGNAL FACE (12-12-12-12)	EA	8	\$ 1,100.00	\$8,800	
19	614-72855	CONTROLLER (TYPE 2070L)	EA	1	\$ 45,000.00	\$45,000	
20	614-72860	PEDESTRIAN PUSH BUTTON (APS)	EA	16	\$ 580.00	\$9,300	
21	614-72863	PED PUSH BUTTON POST ASSEM	EA	3	\$ 3,000.00	\$9,000	
22	614-72864	FIRE PREEMPTION DETECTOR 711	EA	4	\$ 8,100.00	\$32,400	
23	614-72884	WAVETRONIX DETECTION	EA	4	\$ 11,000.00	\$44,000	
24	614-81130	TRAFF SIGNAL-LIGHT POLE STEEL (1-30 FOOT MAST ARM)	EA	1	\$ 22,000.00	\$22,000	
25	614-81135	TRAFF SIGNAL-LIGHT POLE STEEL (1-35 FOOT MAST ARM)	EA	1	\$ 30,000.00	\$30,000	
26	614-81145	TRAFF SIGNAL-LIGHT POLE STEEL (1-45 FOOT MAST ARM)	EA	1	\$ 35,000.00	\$35,000	
27	614-81150	TRAFF SIGNAL-LIGHT POLE STEEL (1-50 FOOT MAST ARM)	EA	1	\$ 37,500.00	\$37,500	
28	614-84000	TRAF SIG PED POLE STEEL	EA	2	\$ 11,500.00	\$23,000	
29	614-86800	UNINTERRUPTED POWER SUPPLY	EA	1	\$ 9,500.00	\$9,500	
30	625-00000	CONSTRUCTION SURVEYING	LS	1	\$ 5,000.00	\$5,000	
31	626-00000	MOBILIZATION	LS	1	\$ 20,000.00	\$20,000	
32	630-00017	TRAFFIC CONTROL	LS	1	\$ 15,000.00	\$15,000	

SUB-TOTAL MAJOR CONSTRUCTION ITEMS \$566,500 Notes

Construction Management/Materials Testing % of sub-total construction costs 5.0% \$28,325

SUB-TOTAL DESIGN AND PROJECT ADMIN \$28,325

SUB-TOTAL \$594,825 Notes

Contingency (15%) % of sub-total 15.0% \$89,300

Total Project Cost Estimate \$684,200

Opinion of Probable Construction Costs

* This cost is assumed, no design coordination with Xcel Energy has been completed to date.

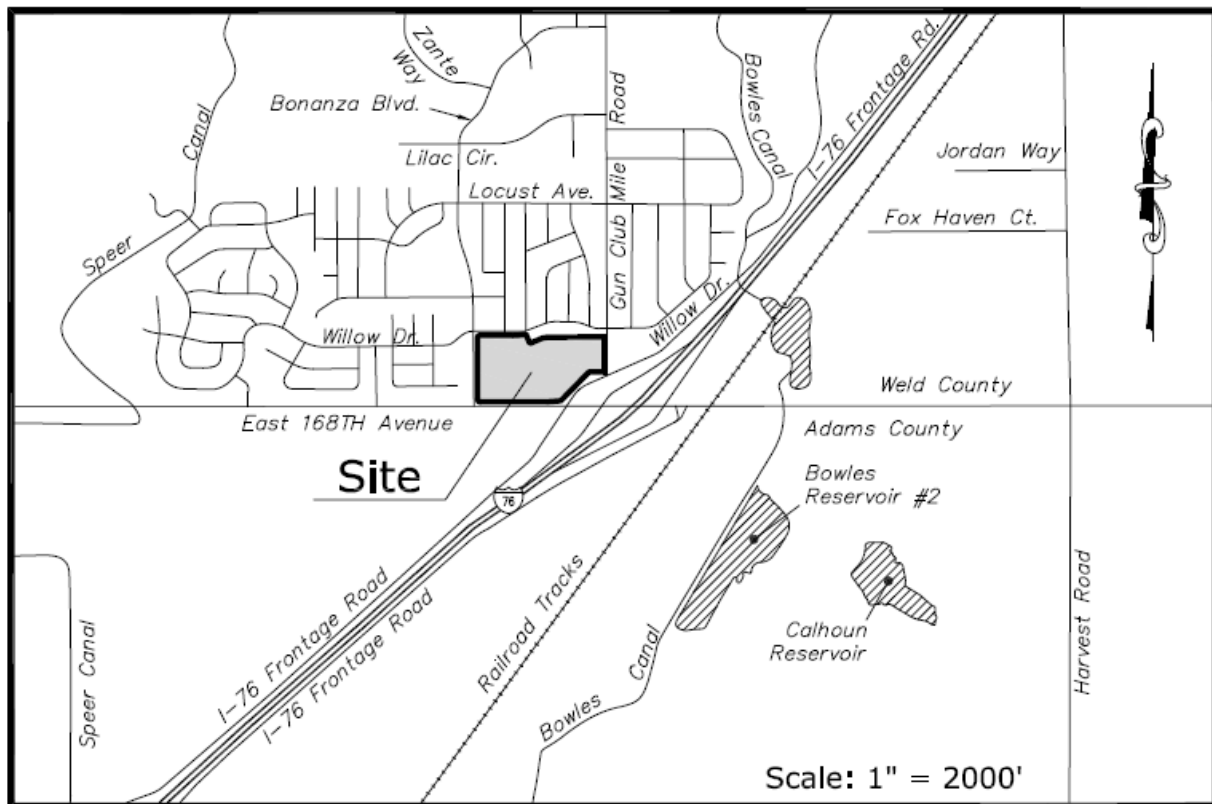
The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on an incomplete design and on the information known to Engineer at this time. This Opinion of probable cost represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

Agenda Item Summary (AIS)

MEETING DATE: February 6, 2024
SUBJECT: 17731 County Road 2 on Lot 1, Highplains Filing No. 1, Amendment No. 1
Conditional Use Application
PRESENTED BY: Sonya Thornton, Planner I
Chris Kennedy, Community Development Director

SUMMARY

This is a request for the Board of Trustees to consider a conditional use for the property at 17731 County Road 2 on Lot 1, Highplains Filing No. 1, Amendment 1 (located at northeast corner of CR2/Bonanza). A conditional use must be permitted for the operation of a motor vehicle fueling / gasoline station on this property. Conditional uses are required to meet certain criteria assuring the use is appropriate for the proposed location and compatible with the surrounding land uses. Staff has found that the operation of a motor vehicle fueling / gasoline station at this location meets the required criteria and, therefore, recommends approval of the request.



Vicinity Map

BACKGROUND – CONDITIONAL USES

Article II of the Lochbuie Land Use Regulations classifies principal land uses in each zoning district as either permitted or conditional. Permitted uses are those uses allowed by right and without special authorization. Sec. 19-2-210(a) defines conditional uses as *“contingent uses which may or may not be appropriate in a particular location depending on the nature of the proposed use, its relationship to surrounding land uses and its impact on traffic capacities, potential environmental effects, compatibility with the neighborhood, and conformance with the Comprehensive Plan.”*

On February 7, 2023, the Board approved a rezone of the subject property from “PUD” to “Commercial” to facilitate a multi-store retail center, starting with construction of a QuikTrip convenience store. Sec. 19-2-210 designates a motor vehicle fueling / gas station as a conditional use in a Commercial zoning district. Sec. 19-2-210 (c) (6) also requires conditional uses to conform with all supplemental regulations related to the use. Article VII Sec. 19-7-250 includes supplemental standards for motor vehicle-related sales and service operations.

DISCUSSION

The applicant (Quik Trip convenience store company) is proposing a convenience store and fueling station on Lot 1 of the Highplains Filing No. 1 Amendment 1 property (generally located at northeast corner of CR2/Bonanza). An approved conditional use application is required prior to site plan approval for the QuikTrip convenience store to occupy Lot 1 due to its use as a motor vehicle fueling / gasoline station. The Site Plan for QuikTrip Store #4208 identifies the proposed layout and includes other details as identified in this AIS.

REVIEW CRITERIA – CONDITIONAL USES

The Board of Trustees must consider conditional use applications against the review criteria set forth in Section 19-2-210(c) and Section 19-7-250(b) of the Land Use Regulations. After thorough review of the proposal, staff believes that this request satisfies all of the criteria required for approval. The criteria that follow are shown in bold type and accompanied by an explanation of how each one is satisfied:

Sec. 19-2-210(c)

1. The use is compatible with all existing uses on land adjacent thereto.

Criterion No. 1 Satisfied: The proposed convenience store and motor vehicle fueling / gas station is similar to existing uses to the east and south (7-Eleven and Exxon stores / fueling

stations), so no compatibility issues are anticipated. All proposed pump islands, the edges of the canopy, building, sidewalks, and auto care equipment have been placed internal within the site at least 300 feet from the edge of property lines zoned for residential uses, which exists to the north of the commercial subdivision but not directly adjacent to the site. The proposed use meets the supplemental requirements of Sec. 19-7-250(g)(5).

The proposed use also meets requirements of code sections 19-4-180 including supplemental regulations in Section 19-7-250(a), (g)(8) related to landscaping, buffering and screening. The proposed use will provide 22,496 square feet of landscaping, which is approximately 30% of the lot size. Sec. 19-4-180(b) requires at least 15% of a commercial development to be landscaped areas. The overall site will include landscaping buffers along all property lines and parking lot landscaping and islands utilizing trees, shrubs, and ornamental grasses intended to break up large expanses of pavement, create shade, and enhance the overall appearance of the site. buffering, and screening to prevent visual impacts and provide seamless transitions between adjacent properties. The use incorporates buffering techniques by orienting the main entrance of the building away from the adjacent residential neighborhood to the north and utilizing Lot 1 along WCR 2 to create maximum separation between land uses. Service and loading areas are screened using masonry walls and orienting these areas away from the public right-of-way.

- 2. *The use will not unnecessarily scar the land and soil upon which such use is to be placed, leaving deleterious effects such as denuded slopes, uncovered soil piles to be blown away, scars upon areas of natural beauty, unguarded holes or pits.***

Criterion No. 2 Satisfied: The property owner is entitled to commercial use of the site, and the proposed use consists of improving the entire site typical of most commercial uses as shown in the site and landscape plan. The site is planned to include the 5,312 square-foot convenience store, paved parking surface with thirty-three (33) parking spaces, four (4) landscaping islands, and a fueling canopy. The use will not be unnecessarily detrimental to the natural elements of the land.

- 3. *Uses with unsightly aspects, odors or noise must be set back a sufficient distance from adjacent property boundaries and proper fencing or screening provided so that the adjacent property is not adversely affected.***

Criterion No. 3 Satisfied: All pump islands, buildings, and equipment have been set back at least 300 feet from the edge of each property line zoned for residential use as required by Sec. 19-7-250(g). A four (4) foot screen wall will be placed along the rear service area of the building to prevent visual impacts.

4. *The use shall not create air or water pollution.*

Criterion No. 4 Satisfied: The proposed use will not create air or water pollution. This property is in a Commercial zone district which only allows for clean, non-polluting uses. No heavy industrial uses are allowed on this property. The intent of this criterion is to provide an additional level of review and protection for the community against excessive or undue air pollution typically associated with some heavy industrial activities, such as chemical manufacturing operations, fossil fuel power plants, and other “smokestack” land uses. This use will attract motor vehicles, which are known to emit pollutants into the air; however, the vehicles that will eventually frequent the site will exist independently of the commercial center. The proposed use will not cause motor vehicles to be manufactured, purchased or operated in the area, and will therefore, not be directly responsible for creating any of the air pollution that may result from their existence. In addition, best management practices related to dust and stormwater management during construction are required by the state and provide additional protection related to air quality. Fuel tanks are installed and operated according to state and federal regulations designed to prevent any leakage. Furthermore, the proposed convenience store is not a fuel manufacturing facility, and would not be responsible for the creation of gasoline or diesel.

5. *The use is consistent with a contiguous and orderly pattern of development within the Town and is consistent with the adopted Comprehensive Plan.*

Criterion No. 5 Satisfied: The Comprehensive Plan identifies the location as the primary commercial center for the Town. The proposed convenience store and motor vehicle fueling / gas station is similar to existing uses to the east and south, and the addition would solidify its intent as a commercial focal point.

6. *The proposed use conforms with all supplemental regulations related to the use.*

Criterion No. 6 Satisfied: Uses classified as motor vehicle-related sales and service operations must also conform with supplemental regulations as set forth in Sec. 19-7-250, which requires the following findings for approval:

1. *The project is designed so that form and scale are harmonious and consistent with the character of the specific site, the adjacent uses and structures, and the surrounding neighborhood.*

Finding No. 1 Made: The proposed use meets requirements of code sections 19-7-250 including supplemental regulations in Section 19-7-250(g) related to lot size, lot coverage,

setbacks, and building and canopy design. The property is 76,085 square feet which exceeds the 15,000 square feet minimum required lot size to accommodate a motor vehicle fueling / gas station. The maximum allowed lot coverage, including buildings, pavement, etc. is 70%, and the total lot coverage of the proposed use is 69%. The pump islands and canopy typical of fueling stations are located more than the required minimum of 25-feet from any property line, and the edges of these along with the building, surrounding sidewalk, and auto care equipment are all placed to ensure at least a 300-foot setback to the edge of any property zoned or entitled for residential use. The architecture for the proposed one-story building is attractive and compatible with adjacent fueling stations. The building height is 20 feet, adhering to the maximum allowable limit of 25 feet. The associated canopy has a clearance of 16 feet, which is the maximum allowed. Additional conditions set forth in Sec. 19-7-250(g)(10) – (15) as described in Section 3 of Resolution 2024-14 related to ongoing enforcement of noise, orderliness and other issues shall be observed as conditions if the Board approves the use.

The proposed use also meets requirements of code sections 19-4-180 including supplemental regulations in Section 19-7-250(a), (g)(8) related to landscaping, buffering and screening. The proposed use will provide 22,496 square feet of landscaping, which is approximately 30% of the lot size. Sec. 19-4-180(b) requires at least 15% of a commercial development to be landscaped. The overall site will include landscaping buffers along all property lines and parking lot landscaping and islands utilizing trees, shrubs, and ornamental grasses intended to break up large expanses of pavement, create shade, and enhance the overall appearance of the site. The use employs buffering, and screening to prevent visual impacts and provide seamless transitions between adjacent properties. The main entrance of the building is oriented away from the adjacent residential neighborhood to the north and utilizes Lot 1 along WCR 2 to create maximum separation between land uses. Service and loading areas are screened using masonry walls and orienting these areas away from the public right-of-way.

2. *The site design, including the location and number of driveways, will promote safe and efficient on-site and off-site traffic circulation.*

Finding No. 2 Made: In the replat of Highplains Filing No. 1 Amendment 1, the subdivision was reconfigured to include an internal roadway allowing direct access to individual lots. This new internal roadway prevents direct access from 168th Avenue, and three access points are proposed for the site. The fueling pump islands are situated to the south of the site and allow for at least two vehicles to stack without blocking ingress and egress to the site. The proposed use meets requirements of code Section 19-7-250(g) (6).

- 3. Service bay openings, if any, are designed to minimize the visual intrusion on surrounding streets and properties.**

Finding No. 3 Made: Not applicable – no service bays are proposed with the use.

- 4. Lighting is designed to be low-profile, indirect or diffused and to avoid adverse impacts on surrounding uses.**

Finding No. 4 Made: The proposed use meets requirements of code Section 19-4-185 related to lighting. Canopy lighting on the site is fully recessed and full cutoff preventing visibility from adjacent properties as required by Sec. 19-7-250(g)(9). The Photometric Site Plan demonstrates that lumens do not extend beyond the site and therefore do not unnecessarily illuminate any other lot or public roadways as required in Sec. 19-4-185. The internal roadway system of the subdivision ensures that vehicular lights are directed internally to the site rather than adjacent properties. All pole lights are mounted at 22 feet, less than the maximum allowed height of 25 feet per Sec. 19-4-185(i).

- 5. The washing facility, if any, will not have an adverse impact on water supply and quality.**

Criterion No. 5 Satisfied: Not applicable – the proposed use is not a washing facility.

LEGAL ISSUES

PUBLIC NOTICE

The following public notice was provided in accordance with Section 19-1-220 of the code:

- a) Mailed notice – The applicant sent notification letters via Certified Mail to relevant property owners a minimum of 15 days prior to the scheduled public hearing (see attached notice).
- b) Published notice – Town staff published required notice in the *Brighton Standard Blade* a minimum of 15 days prior to the scheduled public hearing (see attached affidavit).
- c) On-site notice – Required signage was posted on the property site a minimum of 15 days prior to the scheduled public hearing as continued.

FINANCIAL IMPACTS

If approved, the conditional use application would have no negative financial impacts on the Town that staff can foresee. Upon eventual construction of the proposed convenience store the Town would realize increases in sales, use and property tax revenues, and increased permit fee revenue.

STAFF CONCLUSIONS AND RECOMMENDATION

After evaluation of this proposal staff has arrived at the following conclusions:

1. The proposal was reviewed in accordance with the requirements of the Town's Land Development Code and was found to comply with the review criteria set forth in Section 19-2-210 and Section 19-7-250.
2. The proposal will benefit the Town by providing additional services to the community, increasing tax revenues and serving as a catalyst for the development of additional commercial property.

Based on the information presented and the conclusions outlined above, staff recommends that the Board of Trustees approve the request by adopting Resolution No. 2024-14.

Suggested Motion (if needed):

"I move that the Board of Trustees adopt Resolution No. 2024-14 approving A Conditional Use Application For The Operation Of A Motor Vehicle Fueling / Gasoline Station At 17731 County Road 2 On Lot 1, Highplains Filing No. 1 Amendment No. 1 Near The Northeast Corner of 168th Avenue And Bonanza Boulevard."

ATTACHMENTS

Resolution No. 2024-14
Site Plan for QuikTrip Store #4208

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

RESOLUTION NO. 2024-14

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF LOCHBUIE,
COLORADO, APPROVING A CONDITIONAL USE APPLICATION FOR THE
OPERATION OF A MOTOR VEHICLE FUELING/GASOLINE STATION AT 17731
COUNTY ROAD 2 ON LOT 1, HIGHPLAINS FILING NO. 1, AMENDMENT NO. 1
NEAR THE NORTHEAST CORNER OF 168TH AVENUE AND BONANZA
BOULEVARD**

WHEREAS, QuikTrip Corporation (the “Owner”) submitted a conditional use application (the “Conditional Use Application”) relating to the operation of a motor vehicle fueling/gasoline station at 17731 County Road 2 near the northeast corner of 168th Avenue and Bonanza Boulevard in the Town of Lochbuie (the “Subject Property”); and

WHEREAS, the Subject Property consists of 1.746 acres, more or less, and is legally described as:

LOT 1, HIGHPLAINS FILING NO. 1, AMENDMENT NO. 1
TOWN OF LOCHBUIE,
COUNTY OF WELD,
STATE OF COLORADO; and

WHEREAS, the Conditional Use Application seeks Board of Trustees approval of a conditional use to allow for motor vehicle fueling/gasoline station use on the Subject Property as that term is defined in Chapter 19 of the Lochbuie Municipal Code (“the Land Use Regulations” or “Regulations”); and

WHEREAS, the site plan for the QuikTrip Store #4208 (“Site Plan”) shows the proposed layout for the operation of a motor vehicle fueling/gasoline station (“Conditional Use”) and has been approved by the Community Development Department; and

WHEREAS, the Owner has submitted its Conditional Use Application for approval in accordance with the requirements set forth in the Regulations; and

WHEREAS, the Conditional Use Application does not propose any modifications to the Site Plan; and

WHEREAS, pursuant to Section 19-1-215 of the Regulations, conditional use applications are decided by the Board of Trustees; and

WHEREAS, the Board of Trustees considered the Conditional Use Application at a duly

noticed public hearing, after a continuance, at which time evidence and testimony were presented to the Board of Trustees concerning the Conditional Use Application; and

WHEREAS, the administrative record for this case includes, but is not limited to, the Regulations, the Town of Lochbuie Comprehensive Plan, the Site Plan, all other applicable ordinances, resolutions and regulations, the staff files and reports of the Community Development Department for this case, the Conditional Use Application and accompanying maps, reports, studies and all other submittals of the Applicant, any and all submittals by members of the public, and the tape recordings and minutes of the Board of Trustees meeting at which this application was considered; and

WHEREAS, the Applicant has agreed to the conditions of approval as stated in this Resolution; and

WHEREAS, the Board of Trustees has determined that the Conditional Use Application meets all applicable requirements of the Regulations and advances the public health, safety, convenience and general welfare of the residents of the Town, subject to the conditions of approval as hereinafter delineated.

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

Section 1. The above and foregoing recitals are hereby incorporated as findings and determinations of the Board of Trustees.

Section 2. That the Conditional Use as set forth in the Application is permitted on the grounds that the Conditional Use as shown in the Site Plan meets the approval standards specified in Sections 19-2-210(c), 19-7-250(b) and 19-7-250(g) of the Regulations as more fully set forth in the Staff Report prepared by the Community Development Department, is suitable for the Subject Property, compatible with surrounding land uses, and otherwise furthers the public health, safety, convenience and general welfare of the residents of the Town. Modifications to the Conditional Use as shown on the Site Plan will require a new application.

Section 3. As contemplated by Section 19-2-210(d) and 19-7-250, approval of the Conditional Use on the Subject Property shall be and is subject to the following conditions of approval:

1. The Conditional Use permitted hereby requires the Subject Property layout to conform at all times to the Site Plan.
2. Lights on the Subject Property shall be dimmed between 11:00 p.m. and 7:00 a.m. each day;
3. Landscaping and buffering as described in Section 19-7-250(a) and (g)(8) of the Regulations be properly maintained;

4. All outdoor speakers and video/audio pump stations and sound signals associated with such service and air compressors from tire inflators shall be limited to the hours of 7:00 a.m. to 9:00 p.m. daily;
5. The Subject Property shall be kept in an orderly condition at all times;
6. Tractor trucks or similar heavy commercial vehicles shall not be permitted to idle for more than one (1) hour in any twenty-four (24) hour period; and
7. The Applicant shall pay all fees and costs incurred by the Town and its consultants in review and processing of the Conditional Use Application.

Section 4. That the Conditional Use permitted hereby shall run with the Subject Property as contemplated by Section 19-2-210(f) and be revocable as set forth in 19-2-210(e) of the Regulations.

Section 5. The Community Development Department shall otherwise properly maintain a record of this approved Conditional Use Application.

Section 6. This Resolution shall be effective immediately upon approval by the Board of Trustees.

ADOPTED THIS 6th DAY OF FEBRUARY, 2024.

TOWN OF LOCHBUIE, COLORADO

Michael Mahoney, Mayor

ATTEST:

By: _____
Heather Bowen, Town Clerk

RECORDERS CERTIFICATE:

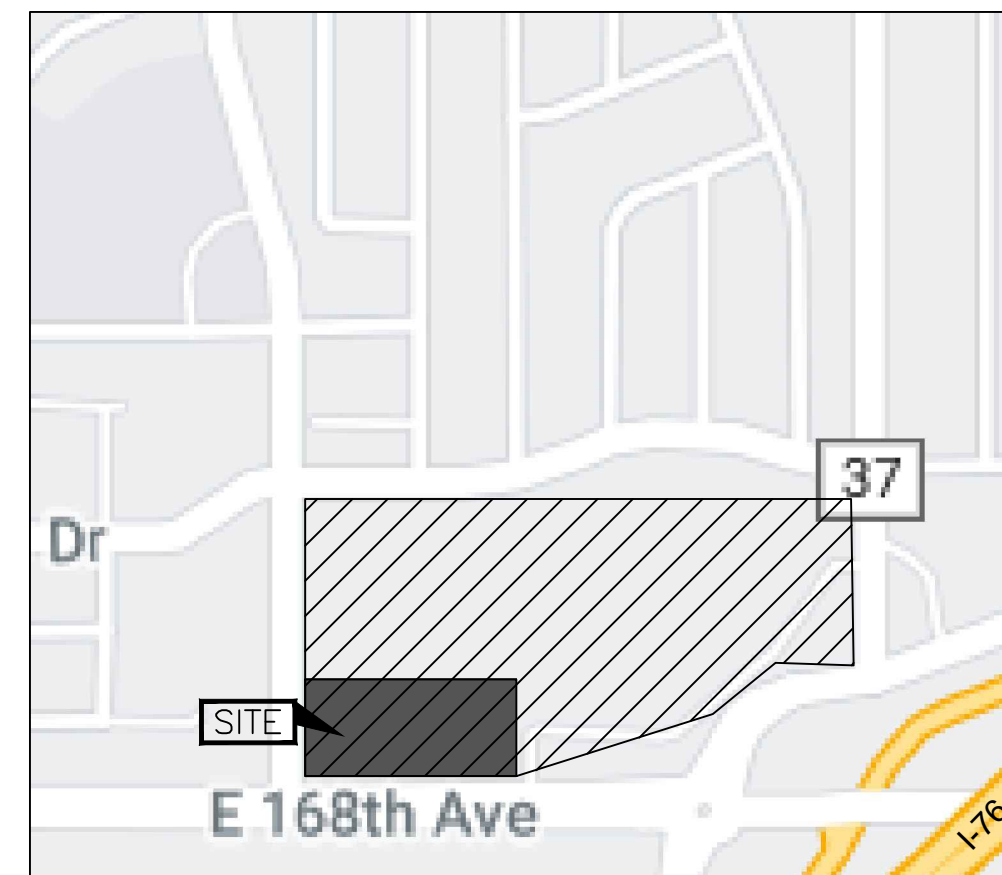
THIS PLAN WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF WELD COUNTY AT ... A.M./P.M.) DAY OF ... A.D., 20__ IN ... BOOK ____, PAGE ____, MAP ____, RECEPTION NO. ____ COUNTY CLERK AND RECORDER BY: _____ DEPUTY

SITE PLAN WITH CONDITIONAL USE FOR QUIKTRIP STORE #4208

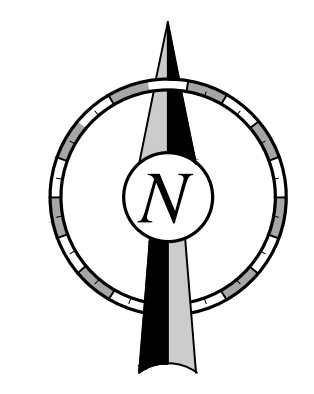
REPLATTED LOT 1, HIGHPLAINS SUBDIVISION, FILING NO. 1, AMENDMENT NO. 1 SE 1/4 CORNER OF SECTION 36, TOWNSHIP 1 NORTH RANGE 66 WEST OF THE 6TH P.M., TOWN OF LOCHBUIE, STATE OF COLORADO

CERTIFICATE OF OWNERSHIP:

I, _____, HEREBY AFFIRM THAT I AM THE OWNER OR AUTHORIZED AGENT OF ALL INDIVIDUALS OR ENTITIES HAVING OWNERSHIP INTEREST IN THE PROPERTY DESCRIBED HEREIN, KNOWN AS SITE PLAN FOR QUIKTRIP STORE #4208. STATE OF _____ COUNTY OF _____ S.S. THE FOREGOING CERTIFICATION OF OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____ A.D., 20____ BY _____ AS _____ (NAME) (TITLE) OF _____ AN AUTHORIZED SIGNATORY. BY _____ NOTARY PUBLIC WITNESS MY HAND AND SEAL MY COMMISSION EXPIRES: _____ ADDRESS _____ CITY, STATE AND ZIP CODE _____



Vicinity Map 1" = 500'



Sheet List Table

Table with 2 columns: SHEET NUMBER and SHEET TITLE. Lists sheets 1 through 15 including Cover Sheet, Site Data Tables, Site Plan, Site Access Plan, Site Plan (Setbacks), Grading Plan, Utility Plan, Post Development Map, Photometric Plan, Photometric Details, Landscape Plan, Landscape Details, Building Elevations, and Canopy Elevations.

TOWN OF LOCHBUIE APPROVAL:

APPROVED BY THE BOARD OF TRUSTEES OF THE TOWN OF LOCHBUIE, WELD AND ADAMS COUNTIES, STATE OF COLORADO, THIS ____ DAY OF ____, 20____ IN ACCORDANCE WITH LOCHBUIE MUNICIPAL CODE SECTION 19-1-210 OF THE LOCHBUIE MUNICIPAL CODE.

BOARD OF TRUSTEES

GENERAL NOTES:

- 1. A RECIPROCAL EASEMENT AGREEMENT (REA) WILL BE ESTABLISHED BETWEEN LOTS 1-3 TO ALLOW JOINT ACCESS. 2. THIS PROPERTY LIES IN ZONE "X" AND DOES NOT LOCATE WITHIN ANY PRESENTLY ESTABLISHED 100-YEAR FLOODPLAIN, AS SHOWN BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP FOR WELD COUNTY, TOWN OF LOCHBUIE, COLORADO, COMMUNITY PANEL NUMBER 0812302140E EFFECTIVE DATE JANUARY 1, 2016. 3. ALL ELECTRICAL, UTILITY SERVICES AND STREET LIGHTING CIRCUITS SHALL BE INSTALLED UNDERGROUND. 4. NO STRUCTURE CONSTRUCTED ON ANY PORTION OF THE PLATTED LAND SHALL BE OCCUPIED OR USED UNLESS AND UNTIL PUBLIC IMPROVEMENTS ARE IN PLACE AND ACCEPTED BY THE TOWN, OR CASH FUNDS OR SECURITY ARE ESCROWED AND A CERTIFICATE OF OCCUPANCY HAS BEEN ISSUED BY THE TOWN. 5. ALL SIGNAGE INCLUDING WALL SIGNAGE, MONUMENT SIGNAGE, WINDOW SIGNAGE, SIGNAGE LANDSCAPE ARE ILLUSTRATIVE ONLY AND NOT APPROVED WITH THE SITE PLAN REVIEW. 6. A CERTIFICATE OF OCCUPANCY SHALL NOT BE ISSUED UNTIL THE TOWN HAS VERIFIED THAT ALL ON-SITE AND PUBLIC IMPROVEMENTS (GRADING, DRAINAGE, PARKING, SIDEWALKS, LANDSCAPING AND OTHER FEATURES) THAT APPEAR ON THE APPROVED SITE PLAN HAVE BEEN COMPLETED, INSPECTED AND APPROVED BY THE TOWN. 7. THE SITE SHALL BE CLEANED OF ALL CONSTRUCTION DEBRIS, EXCAVATION SPOILS, BUILDING MATERIALS, CONSTRUCTION FENCING, TRAILERS, PORTA-LETS, ETC. PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY. 8. THE BUILDING OWNER OR DESIGNATED REPRESENTATIVE AS NOTED ON THE SITE PLAN IS REQUIRED TO MAINTAIN THE PUBLIC SIDEWALKS ADJACENT TO THIS DEVELOPMENT AND ENSURE THAT THEY ARE KEPT FREE OF DEBRIS, SNOW AND ICE, ETC. 9. STATED USES THAT ARE SUBJECT TO A CONDITIONAL USE (CUP): 9.1. MOTOR VEHICLE FUELING/GASOLINE STATION.

DRAINAGE FACILITIES:

- 1. THE BUSINESS OWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES ON THE PROPERTY, INCLUDING MAINTAINING THE SPECIFIED STORM WATER DETENTION VOLUMES, MAINTAINING OUTLET STRUCTURES, FLOW RESTRICTION DEVICES AND FACILITIES NEEDED TO CONVEY FLOW TO THE DOWNSTREAM SYSTEM. INCLUDING MOWING, WEED CONTROL, CLEANING AND REMOVING DEBRIS, REMOVED ACCUMULATED SEDIMENT, ADDING EROSION CONTROL AND REPLACEMENT OF ANY DAMAGED OR FAILING IMPROVEMENTS. 2. IT IS AGREED THAT THE TOWN OF LOCHBUIE, SHALL HAVE THE RIGHT TO ENTER THE PROPERTY TO INSPECT SAID FACILITIES AT ANY TIME. IF THESE FACILITIES ARE NOT PROPERLY MAINTAINED, THE TOWN MAY PROVIDE NECESSARY MAINTENANCE AND ASSESS ALL ASSOCIATED COSTS TO THE PROPERTY OWNER.

PROJECT CONTACT LIST:

SURVEYOR OF RECORD: ALTURA LAND CONSULTANTS, JESUS A. LUGO, 6551 S REVERE PKWY, ENGLEWOOD, CO. 80111, TEL: (720) 488-1306, FAX: (720) 488-1306. ENGINEER OF RECORD: GALLOWAY & COMPANY, INC., JENNIFER R. ROMANO, P.E., 5500 GREENWOOD PLAZA BLVD, SUITE 200, GREENWOOD VILLAGE, CO 80111, TEL: (303)-770-8884, FAX: (303)-770-3636. QT REAL ESTATE PROJECT MANAGER: QUIKTRIP CORPORATION, MIKE TALCOTT, 1499 WEST 120TH AVENUE, SUITE 110, WESTMINSTER, CO 80234-2719, TEL: (913)-905-2069. QT CIVIL PROJECT MANAGER: QUIKTRIP CORPORATION, JOSH POTTER, 4705 SOUTH 129TH EAST AVE, TULSA, OK 74134, TEL: (918) 615-7685.

PURPOSE STATEMENT:

THIS PLAN IS PROPOSED TO CONSTRUCT A QUIKTRIP STORE WITH CONDITIONAL USE PERMIT THAT WILL ACT AS A CONVENIENCE STORE WITH FOOD AND DRINK OPTIONS, AS WELL AS A FUELING STATION FOR THE COMMUNITY.

AMENDMENT HISTORY:

AMENDMENT NO. 1: EXISTING STRUCTURES, PAVEMENT, AND UTILITIES WILL BE REMOVED AND REPLACED WITH A COMMERCIAL MASTER DEVELOPMENT. A QUIKTRIP WILL BE DEVELOPED AS PART OF PHASE 1, INCLUDING THE INFRASTRUCTURE NECESSARY FOR FUTURE DEVELOPMENT, INCLUDING SHARED DRIVE AISLES AND UTILITIES.

PUBLIC IMPROVEMENT AGREEMENT:

AFTER SITE PLAN APPROVAL, ISSUANCE OF DEVELOPMENT ORDERS OR PERMITS SHALL BE SUBJECT TO THE REQUIREMENTS OF SECTION 19-7-170 OF THE LOCHBUIE MUNICIPAL CODE, AS AMENDED, INCLUDING THE GUARANTEE OF PUBLIC IMPROVEMENTS PURSUANT TO A PUBLIC IMPROVEMENT AGREEMENT IN A FORM APPROVED BY THE TOWN ATTORNEY AND EXECUTED BY THE TOWN. ALL MORTGAGEES SHALL BE REQUIRED TO SUBORDINATE THEIR LIENS AND INTEREST IN THE PROPERTY TO THE COVENANTS AND THE RESTRICTIONS OF THE PUBLIC IMPROVEMENT AGREEMENT.

LEGAL DESCRIPTION:

LOTS 1 THROUGH 3 AS SHOWN ON HIGHPLAINS SUBDIVISION FILING NO. 1 AMENDMENT NO. 1 PLAT, COUNTIES OF WELD AND ADAMS, STATE OF COLORADO.

BENCHMARKS:

SURVEY DATA PROVIDED BY ALTURA LAND CONSULTANTS. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE COLORADO CENTRAL ZONE 0502, NORTH AMERICAN DATUM (NAD) OF 1983. DISTANCES SHOWN HEREON ARE GROUND UNITS. BEING THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE 6TH P.M., BEARING S00°19'19"E. S 62 NGS BENCHMARK LOCATED 63.0 FT NORTHWEST OF THE NEAR RAIL OF THE BURLINGTON NORTHERN RAILROAD TRACKS, 128.0 FT SOUTHWEST OF MILE MARKER 522, 1.1 FT NORTHWEST OF A METAL WITNESS POST (NO SIGN), AND 0.9 FT SOUTHEAST OF A CARSONITE WITNESS POST. ELEVATION = 5079.70 (NAVD 1988)

PROJECT NO.: QKT004208 Galloway 5500 Greenwood Plaza Blvd, Suite 200 Greenwood Village, CO 80111 303.770.8884 GallowayUS.com

QuikTrip No. 4208 NWC 168th & I-76 FRONTAGE LOCHBUIE, CO

QT logo. PROTOTYPE: P-113 (2/20/23) DIVISION: 83 VERSION: 001 DESIGNED BY: DLR DRAWN BY: DLR REVIEWED BY: JRR

Table with columns: REV, DATE, DESCRIPTION. ORIGINAL ISSUE DATE: 2/24/2023

SHEET TITLE: COVER SHEET

SHEET NUMBER: 1

FILE LOCATION: H:\A\Quiktrip\QKT004208-Lochbuie, CO\CADD\2 Pln\QKT4208_Civil_PDP.dwg TAB NAME: Site Plan Set (Cover) USER: duncon, Rody SAVED: 7/26/2023 11:26 AM PLOTTED: 7/31/2023 1:49 PM

FILE LOCATION: H:\Quiktrip\QK1004208-Lochbuie, CO\CADD\2 Plan\QK1004208_Civil_PDF.dwg TAB NAME: Site Plan Set (Data Tables) USER: Duncanson, Roddy SAVED: 7/26/2023 11:26 AM PLOTTED: 7/31/2023 1:49 PM

LOT	OWNERSHIP	MAINTENANCE RESPONSIBILITY	SIZE		ANTICIPATED USE
			SQ. FEET	ACRES	
1	QUIKTRIP CORPORATION	QUIKTRIP CORPORATION	76,085	1.746	COMMERCIAL, FUELING STATION
2	PRIVATE, TBD	PRIVATE, TBD	44,329	1.018	COMMERCIAL DEVELOPMENT SUBJECT TO SITE PLAN REVIEW BY THE TOWN OF LOCHBUIE
3	PRIVATE, TBD	PRIVATE, TBD	39,472	0.906	COMMERCIAL DEVELOPMENT SUBJECT TO SITE PLAN REVIEW BY THE TOWN OF LOCHBUIE
4	PRIVATE, TBD	PRIVATE, TBD	337,438	7.746	COMMERCIAL DEVELOPMENT SUBJECT TO SITE PLAN REVIEW BY THE TOWN OF LOCHBUIE
5	PRIVATE, TBD	PRIVATE, TBD	205,611	4.720	COMMERCIAL DEVELOPMENT SUBJECT TO SITE PLAN REVIEW BY THE TOWN OF LOCHBUIE
TRACT A (DRAINAGE ESMT)	PRIVATE OWNERS ASSOCIATION	PRIVATE OWNERS ASSOCIATION	181,185	4.159	DRAINAGE EASEMENT DEDICATED FOR DETENTION POND
TRACT B (PUBLIC UTILITY/ACCESS ESMT)	OWNERS ASSOCIATION	OWNERS ASSOCIATION	69,783	1.601	PUBLIC DRIVE ACCESS AND UTILITY EASEMENTS

PROPOSED EASEMENT	OWNERSHIP	MAINTENANCE RESPONSIBILITY	SIZE		DESCRIPTION
			SQ. FEET	ACRES	
5' R.O.W. DEDICATION	TOWN OF LOCHBUIE	TOWN OF LOCHBUIE	3,717	0.08	5' R.O.W. DEDICATION ALONG BONANZA BLVD
25' R.O.W. DEDICATION	TOWN OF LOCHBUIE	TOWN OF LOCHBUIE	10,025	0.23	25' R.O.W. DEDICATION ALONG CR37
20' UTILITY EASEMENT	TOWN OF LOCHBUIE	TOWN OF LOCHBUIE	N/A	N/A	PUBLIC UTILITY EASEMENT ADJACENT TO BONANZA BLVD FOR UNDERGROUND STORM SEWER
16' UTILITY EASEMENT	TOWN OF LOCHBUIE	TOWN OF LOCHBUIE	N/A	N/A	PUBLIC UTILITY EASEMENT NORTH OF TRACT B FOR UNDERGROUND STORM SEWER
25' UTILITY EASEMENT	TOWN OF LOCHBUIE	TOWN OF LOCHBUIE	N/A	N/A	PUBLIC UTILITY EASEMENT WEST OF TRACT B FOR UNDERGROUND STORM SEWER
TRACT A (DRAINAGE ESMT)	PRIVATE OWNERS ASSOCIATION	PRIVATE OWNERS ASSOCIATION	181,185	4.159	DRAINAGE EASEMENT DEDICATED FOR DETENTION POND
TRACT B (PUBLIC UTILITY/ACCESS ESMT)	OWNERS ASSOCIATION	OWNERS ASSOCIATION	69,783	1.601	PUBLIC DRIVE ACCESS AND UTILITY EASEMENTS


LOT 1 DATA TABLE		
	REQUIRED	PROPOSED
MINIMUM LOT AREA	15,000 SQ. FT. (0.34 AC)	76,066 SQ. FT.
MINIMUM LOT WIDTH	50 FT.	279.83 FT.
MINIMUM FRONT YARD	10 FT.	171.30 FT
MINIMUM SIDE YARD	NONE, IF BUILDING CONSTRUCTED OF MASONRY OR FIREPROOF MATERIALS; 3 FT IF NOT CONSTRUCTED OF MASONRY OR FIREPROOF MATERIALS; 7.5 FT FOR HOTELS AND MOTELS; 12 FT ON ONE SIDE IF NO REAR ACCESS	84 FT & 103.50 FT
MINIMUM REAR YARD	15 FT, MAY INCLUDE ONE-HALF THE WIDTH OF AN ALLEY	42 FT.
MINIMUM FLOOR AREA	300 SQ. FT.	4,993 SQ. FT.
MAXIMUM FLOOR AREA RATIO	1.0	0.065
MAXIMUM BUILDING HEIGHT	25'-0"	BUILDING: 20'-0"
MAXIMUM CANOPY HEIGHT	16'-0"	CANOPY: 16'-0"
PARKING	1/ 100 SF COMMERCIAL RETAIL = 50 SPACES 2 ADA SPACES	33 SPACES ; 2 ADA SPACES 20 SPACES PROVIDED AT 10 MULTI-PRODUCT DISPENSER ISLANDS
LOT COVERAGE	70% (CANOPY - 20%)	69% (CANOPY - 12%)
HOURS OF OPERATION	24 HOURS, 7 DAYS	
CANOPY SETBACK	25 FT.	158' NORTH, 50' EAST, 55' SOUTH, 73' WEST

CONDITIONAL USE

A CONVENIENCE STORE WITH FUEL REQUIRES A CONDITIONAL USE PERMIT.


FIRE FLOW				
CONSTRUCTION TYPE	BUILDING AREA	FIRE FLOW	SPRINKLER SYSTEM (TYPE)	Reduced FIRE FLOW
V-B	4,993 SF	2,000 GPM	NONE	2,000 GPM

PROJECT NO.: QK1004208



5500 Greenwood Plaza Blvd, Suite 200
Greenwood Village, CO 80111
303.770.8884
GallowayUS.com

QuikTrip No. 4208
 NWC 168th & I-76 FRONTAGE
 LOCHBUIE, CO



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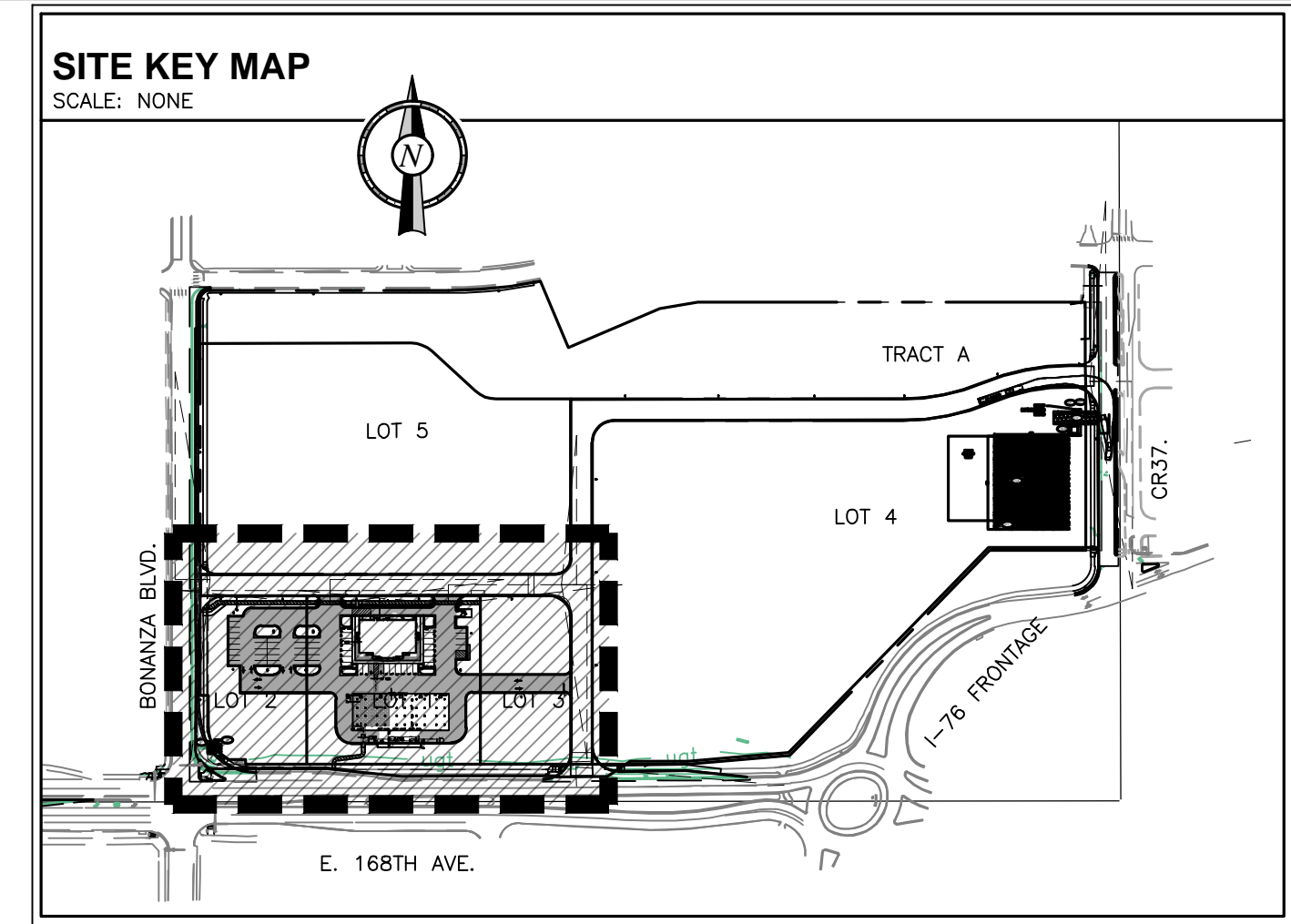
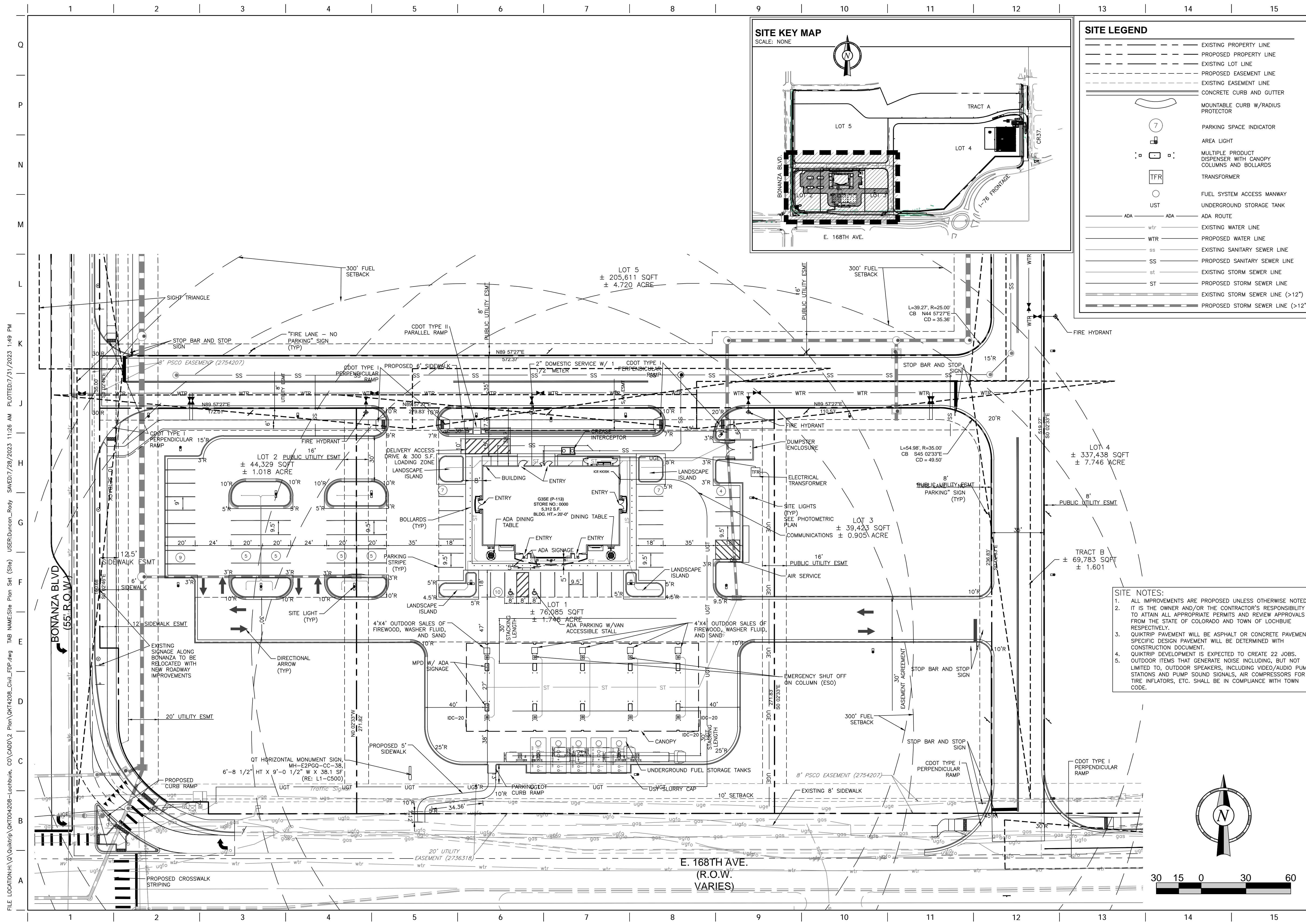
PROTOTYPE: P-113 (2/20/23)
DIVISION: 83
VERSION: D01
DESIGNED BY: DLR
DRAWN BY: DLR
REVIEWED BY: JRR

REV	DATE	DESCRIPTION

ORIGINAL ISSUE DATE: 2/24/2023

SHEET TITLE:
SITE DATA TABLES

SHEET NUMBER:
2



SITE LEGEND

	EXISTING PROPERTY LINE
	PROPOSED PROPERTY LINE
	EXISTING LOT LINE
	PROPOSED EASEMENT LINE
	EXISTING EASEMENT LINE
	CONCRETE CURB AND GUTTER
	MOUNTABLE CURB W/RADIUS PROTECTOR
	PARKING SPACE INDICATOR
	AREA LIGHT
	MULTIPLE PRODUCT DISPENSER WITH CANOPY COLUMNS AND BOLLARDS
	TRANSFORMER
	FUEL SYSTEM ACCESS MANWAY
	UNDERGROUND STORAGE TANK
	ADA ROUTE
	EXISTING WATER LINE
	PROPOSED WATER LINE
	EXISTING SANITARY SEWER LINE
	PROPOSED SANITARY SEWER LINE
	EXISTING STORM SEWER LINE
	PROPOSED STORM SEWER LINE
	EXISTING STORM SEWER LINE (>12")
	PROPOSED STORM SEWER LINE (>12")

PROJECT NO.: QKT004208

Galloway

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PROTOTYPE: P-113 (2/20/23)
DIVISION: 83
VERSION: 001
DESIGNED BY: DLR
DRAWN BY: DLR
REVIEWED BY: JRR

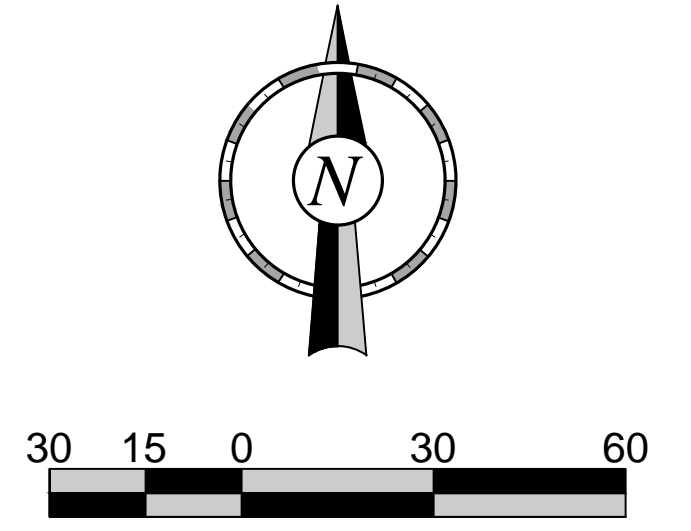
- SITE NOTES:**
- ALL IMPROVEMENTS ARE PROPOSED UNLESS OTHERWISE NOTED.
 - IT IS THE OWNER AND/OR THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN ALL APPROPRIATE PERMITS AND REVIEW APPROVALS FROM THE STATE OF COLORADO AND TOWN OF LOCHBUIE RESPECTIVELY.
 - QUIKTRIP PAVEMENT WILL BE ASPHALT OR CONCRETE PAVEMENT. SPECIFIC DESIGN PAVEMENT WILL BE DETERMINED WITH CONSTRUCTION DOCUMENT.
 - QUIKTRIP DEVELOPMENT IS EXPECTED TO CREATE 22 JOBS.
 - OUTDOOR ITEMS THAT GENERATE NOISE INCLUDING, BUT NOT LIMITED TO, OUTDOOR SPEAKERS, INCLUDING VIDEO/AUDIO PUMP STATIONS AND PUMP SOUND SIGNALS, AIR COMPRESSORS FOR TIRE INFLATORS, ETC. SHALL BE IN COMPLIANCE WITH TOWN CODE.

REV	DATE	DESCRIPTION

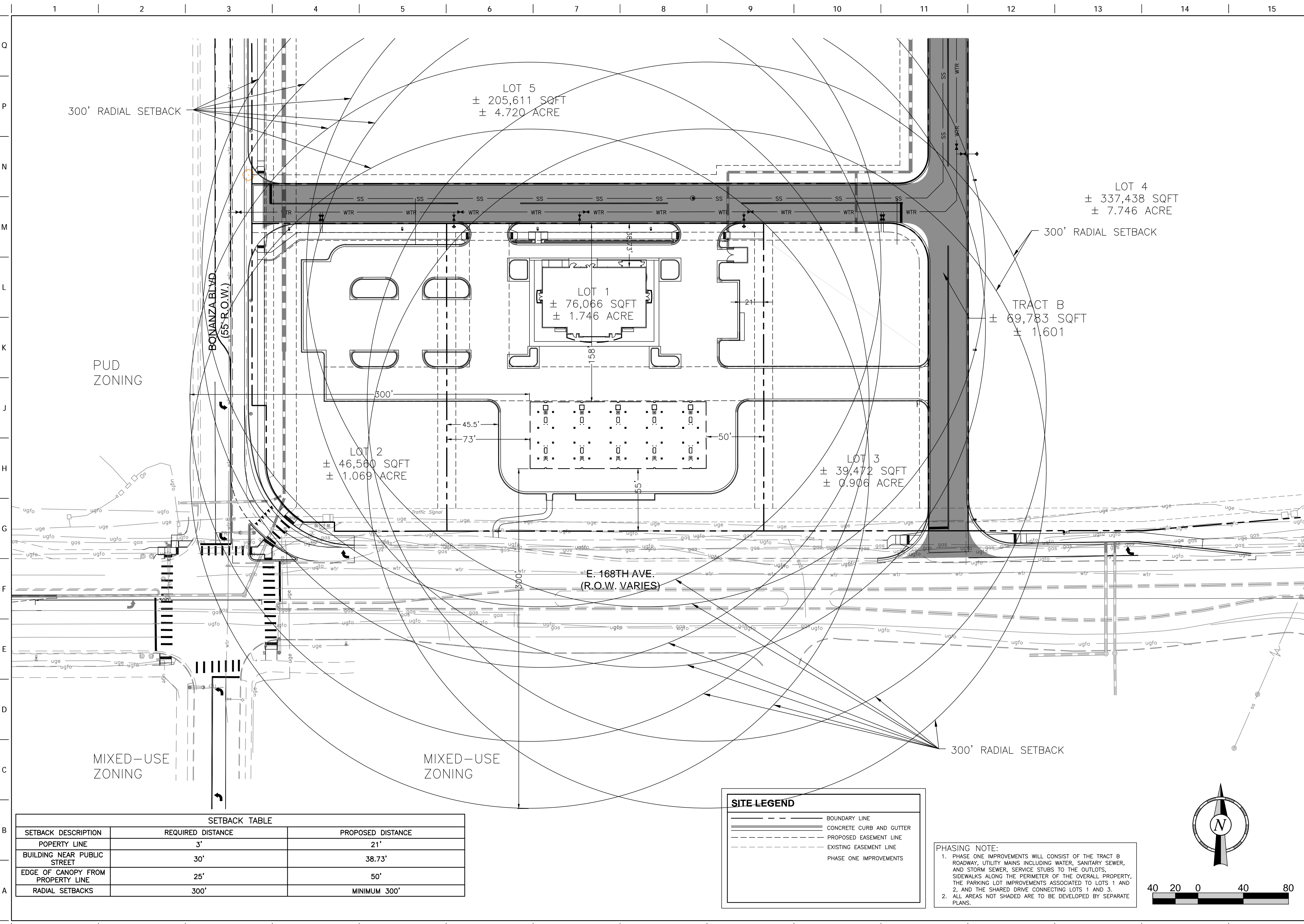
SHEET TITLE:
SITE PLAN

SHEET NUMBER:
3

FILE LOCATION: H:\A\QuikTrip\QKT004208-Lochbuie, CO\CADD\2 Plan\QKT4208_Civil_PDF.dwg TAB NAME: Site Plan Set (Site) USER: duncan_rody SAVED: 7/28/2023 11:26 AM PLOTTED: 7/31/2023 1:49 PM



FILE LOCATION: H:\Projects\QuikTrip\04208-Lochbuie, CO\CADD\2 Plan\04208_Civil_PDF.dwg TAB NAME: Site Plan Set (Setback) USER: Duncanson, Rody SAVED: 7/28/2023 11:26 AM PLOTTED: 7/31/2023 1:49 PM

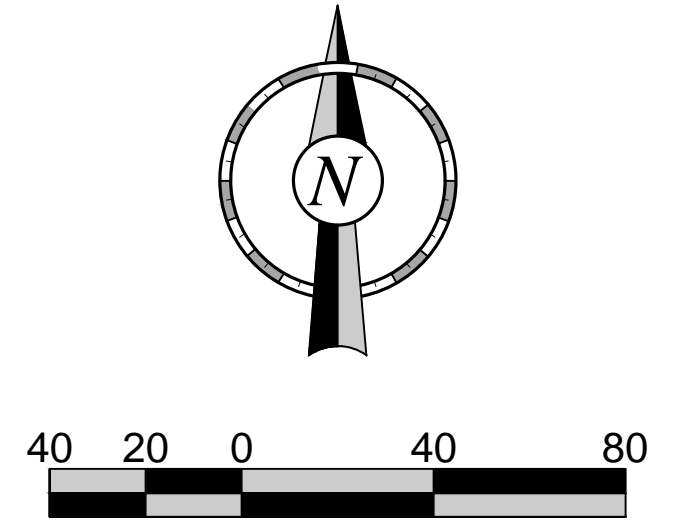


SETBACK TABLE		
SETBACK DESCRIPTION	REQUIRED DISTANCE	PROPOSED DISTANCE
PROPERTY LINE	3'	21'
BUILDING NEAR PUBLIC STREET	30'	38.73'
EDGE OF CANOPY FROM PROPERTY LINE	25'	50'
RADIAL SETBACKS	300'	MINIMUM 300'

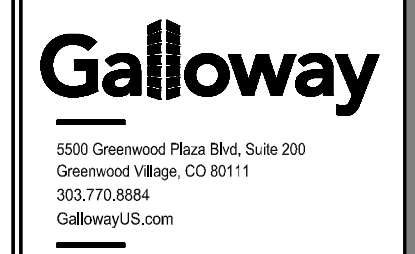
SITE LEGEND

- BOUNDARY LINE
- CONCRETE CURB AND GUTTER
- PROPOSED EASEMENT LINE
- EXISTING EASEMENT LINE
- PHASE ONE IMPROVEMENTS

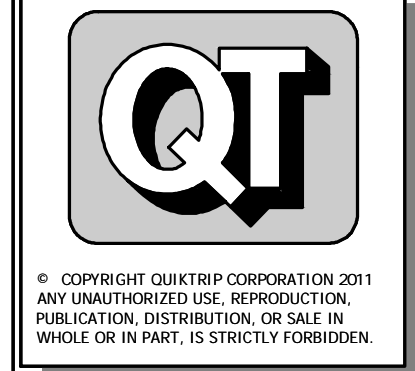
PHASING NOTE:
 1. PHASE ONE IMPROVEMENTS WILL CONSIST OF THE TRACT B ROADWAY, UTILITY MAINS INCLUDING WATER, SANITARY SEWER, AND STORM SEWER, SERVICE STUBS TO THE OUTLOTS, SIDEWALKS ALONG THE PERIMETER OF THE OVERALL PROPERTY, THE PARKING LOT IMPROVEMENTS ASSOCIATED TO LOTS 1 AND 2, AND THE SHARED DRIVE CONNECTING LOTS 1 AND 3.
 2. ALL AREAS NOT SHADED ARE TO BE DEVELOPED BY SEPARATE PLANS.



PROJECT NO.: QKT004208



QuikTrip No. 4208
 NWC 168th & I-76 FRONTAGE
 LOCHBUIE, CO



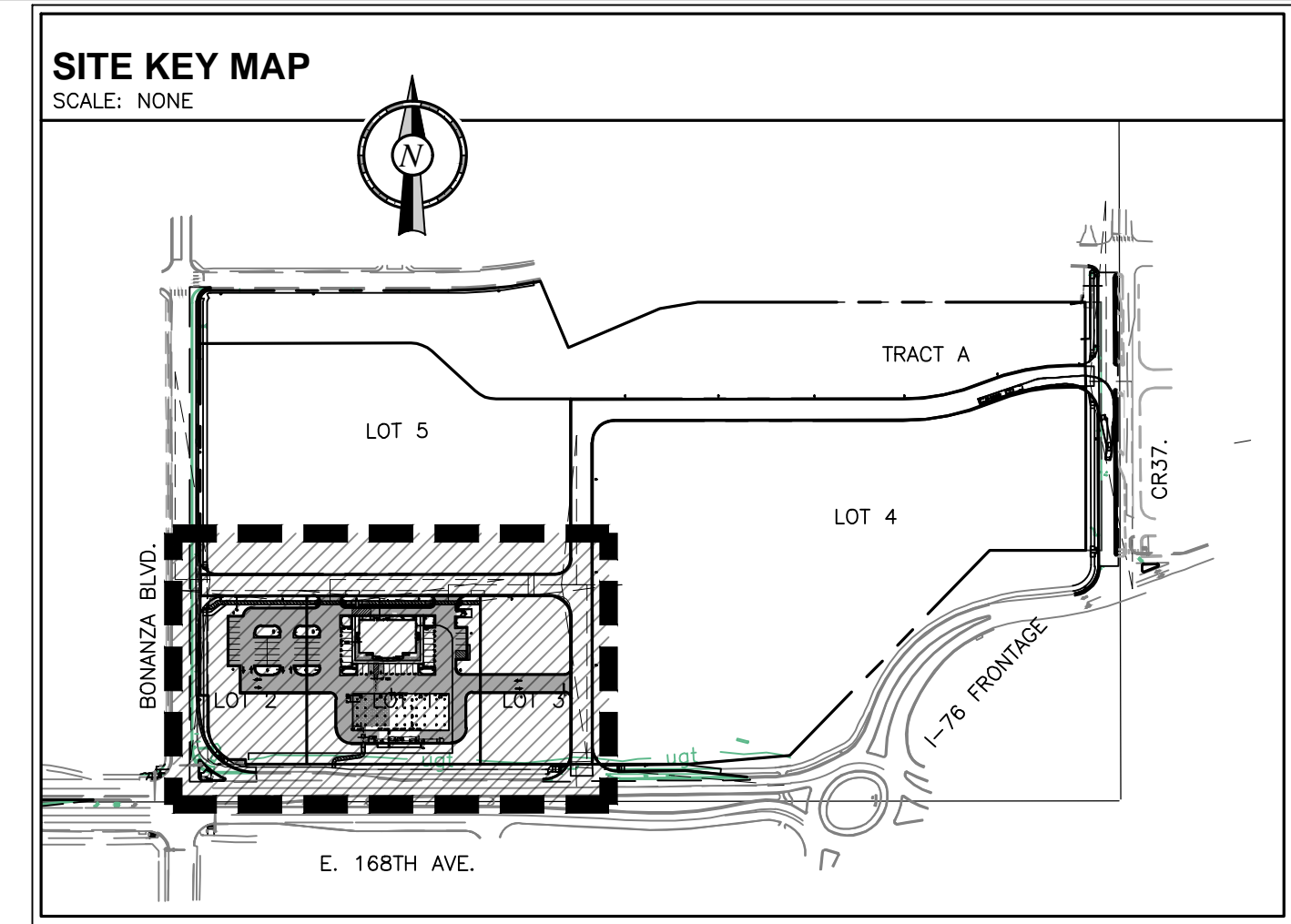
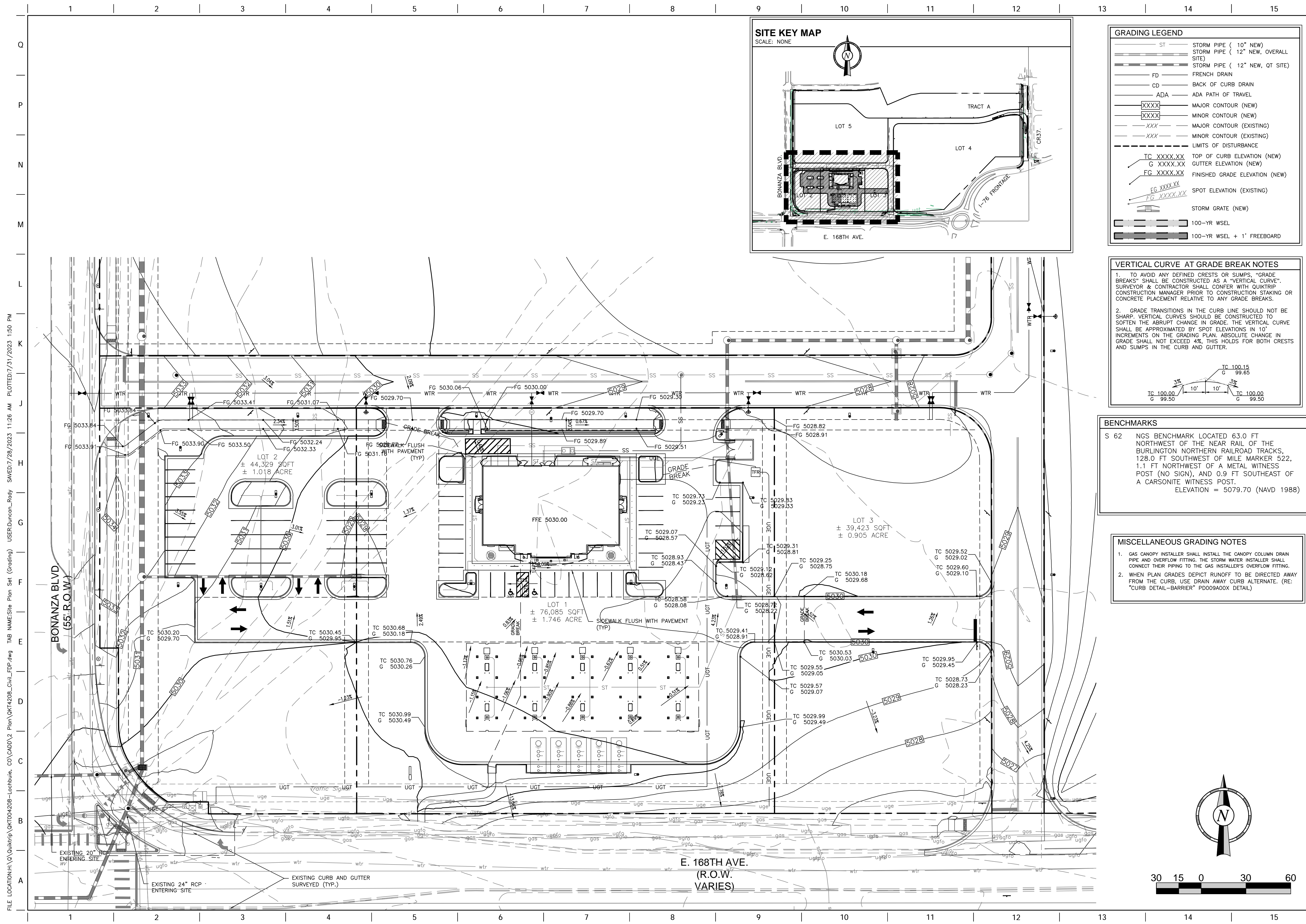
PROTOTYPE: P-113 (2/20/23)
 DIVISION: 83
 VERSION: 001
 DESIGNED BY: DLR
 DRAWN BY: DLR
 REVIEWED BY: JRR

REV	DATE	DESCRIPTION

ORIGINAL ISSUE DATE: 2/24/2023

SHEET TITLE:
 SITE PLAN (SETBACKS)

SHEET NUMBER:
 5



GRADING LEGEND

ST	STORM PIPE (10" NEW)
ST	STORM PIPE (12" NEW, OVERALL SITE)
ST	STORM PIPE (12" NEW, QT SITE)
FD	FRENCH DRAIN
CD	BACK OF CURB DRAIN
ADA	ADA PATH OF TRAVEL
XXXX	MAJOR CONTOUR (NEW)
XXXX	MINOR CONTOUR (NEW)
XXX	MAJOR CONTOUR (EXISTING)
XXX	MINOR CONTOUR (EXISTING)
---	LIMITS OF DISTURBANCE
TC XXXX.XX	TOP OF CURB ELEVATION (NEW)
G XXXX.XX	GUTTER ELEVATION (NEW)
FG XXXX.XX	FINISHED GRADE ELEVATION (NEW)
EG XXXX.XX	SPOT ELEVATION (EXISTING)
FG XXXX.XX	SPOT ELEVATION (EXISTING)
SG	STORM GRATE (NEW)
---	100-YR WSEL
---	100-YR WSEL + 1' FREEBOARD

VERTICAL CURVE AT GRADE BREAK NOTES

- TO AVOID ANY DEFINED CRESTS OR SUMPS, "GRADE BREAKS" SHALL BE CONSTRUCTED AS A "VERTICAL CURVE". SURVEYOR & CONTRACTOR SHALL CONFERENCE WITH QUIKTRIP CONSTRUCTION MANAGER PRIOR TO CONSTRUCTION STAKING OR CONCRETE PLACEMENT RELATIVE TO ANY GRADE BREAKS.
- GRADE TRANSITIONS IN THE CURB LINE SHOULD NOT BE SHARP. VERTICAL CURVES SHOULD BE CONSTRUCTED TO SOFTEN THE ABRUPT CHANGE IN GRADE. THE VERTICAL CURVE SHALL BE APPROXIMATED BY SPOT ELEVATIONS IN 10' INCREMENTS ON THE GRADING PLAN. ABSOLUTE CHANGE IN GRADE SHALL NOT EXCEED 4%. THIS HOLDS FOR BOTH CRESTS AND SUMPS IN THE CURB AND GUTTER.

BENCHMARKS

S 62 NGS BENCHMARK LOCATED 63.0 FT NORTHWEST OF THE NEAR RAIL OF THE BURLINGTON NORTHERN RAILROAD TRACKS, 128.0 FT SOUTHWEST OF A MILE MARKER 522, 1.1 FT NORTHWEST OF A METAL WITNESS POST (NO SIGN), AND 0.9 FT SOUTHWEST OF A CARSONITE WITNESS POST.
ELEVATION = 5079.70 (NAVD 1988)

MISCELLANEOUS GRADING NOTES

- GAS CANOPY INSTALLER SHALL INSTALL THE CANOPY COLUMN DRAIN PIPE AND OVERFLOW FITTING. THE STORM WATER INSTALLER SHALL CONNECT THEIR PIPING TO THE GAS INSTALLER'S OVERFLOW FITTING.
- WHEN PLAN GRADES DEPICT RUNOFF TO BE DIRECTED AWAY FROM THE CURB, USE DRAIN AWAY CURB ALTERNATE. (RE: "CURB DETAIL-BARRIER" P008A00X DETAIL)

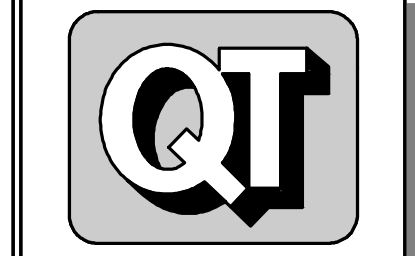
PROJECT NO.: QKT004208

Galloway

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QuikTrip No. 4208

NWC 168th & 1-76 FRONTAGE
LOCHbuie, CO



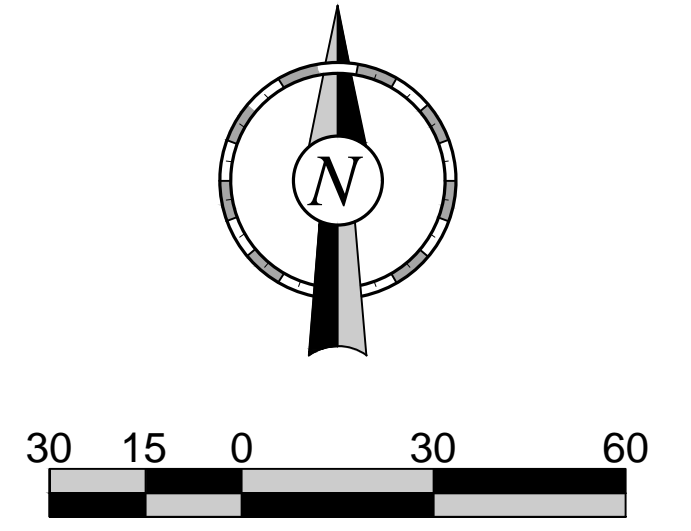
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DIVISION: 83
VERSION: 001
DESIGNED BY: DLR
DRAWN BY: DLR
REVIEWED BY: JRR

REV	DATE	DESCRIPTION

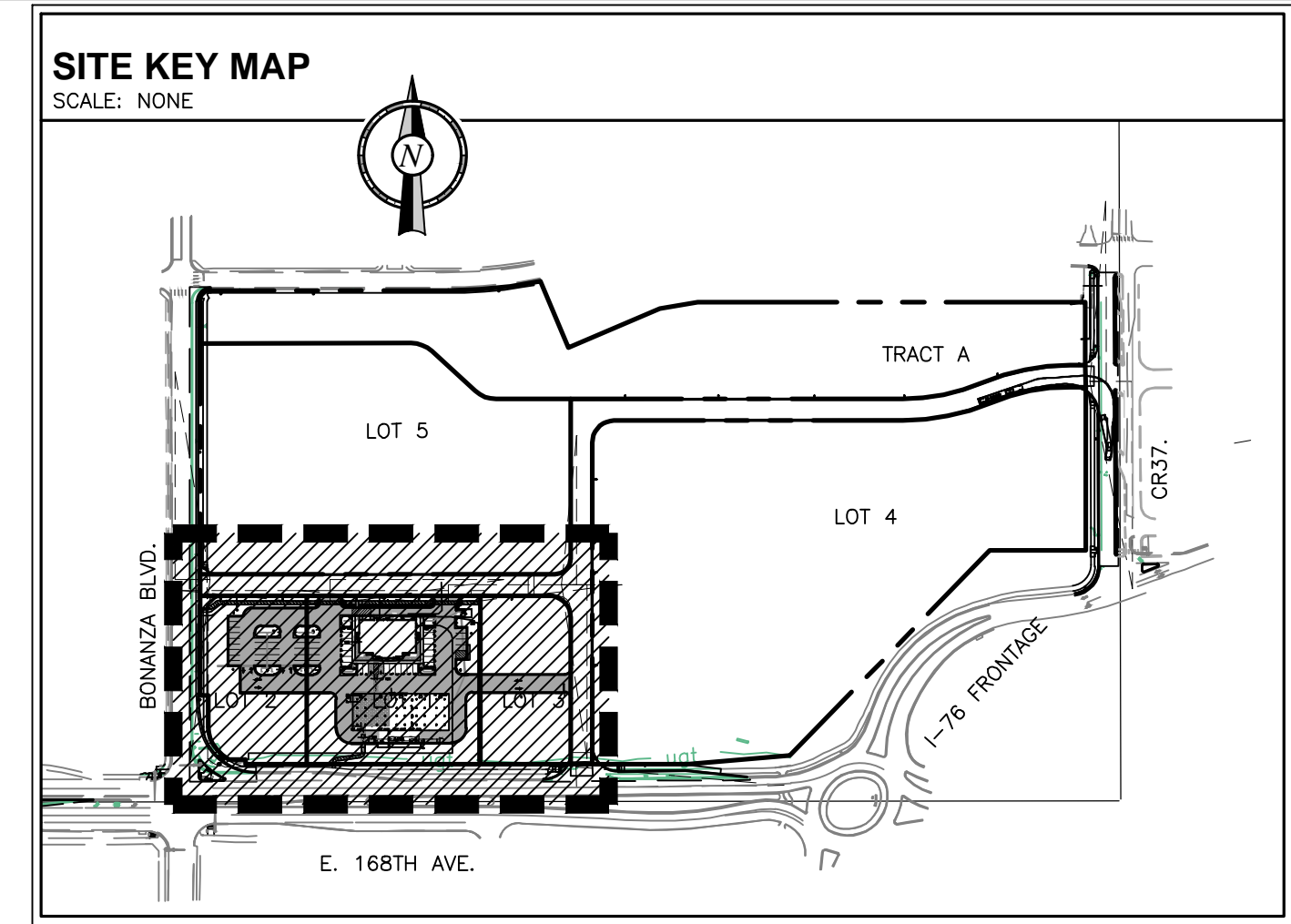
SHEET TITLE:
GRADING PLAN

SHEET NUMBER:
6



FILE LOCATION: H:\QuikTrip\QKT004208-Lochbuie, CO\CADD\2 Plan\QKT4208_Civil_PDF.dwg TAB NAME: Site Plan Set (Grading) USE: E:\unc\unc_Rooy SAVER: 7/28/2023 11:26 AM PLOTTED: 7/31/2023 1:50 PM

FILE LOCATION: \\G:\QuikTrip\QTR004208-Lochbuie, CO\CADD\2 Plan\QTR4208_Civil_PDF.dwg TAB NAME: Site Plan Set (Utility) USER: Duncanson, Rody DATE: 7/28/2023 11:26 AM PLOTTED: 7/31/2023 1:50 PM



UTILITY LEGEND (NEW)

WTR	WATER LINE
SS	SANITARY SEWER LINE
UGET	UNDERGROUND ELECTRIC LINE
UGT	UNDERGROUND TELEPHONE LINE
ST	STORM PIPE (10")
ST	STORM PIPE (12")
XXX	MAJOR CONTOUR
XXX	MINOR CONTOUR
---	CONCRETE CURB AND GUTTER
□	LIGHT POLE - 6' MIN. CLEAR FROM F/C (TRAVEL CENTER PARKING - 15' MIN. CLEAR)

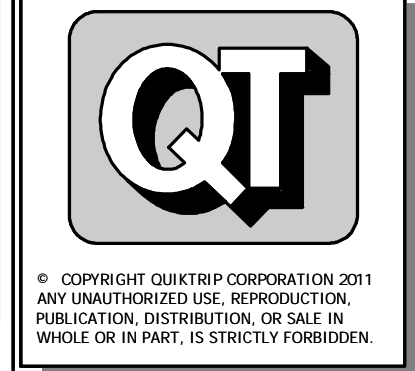
PROJECT NO.: QKT004208

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PROTOTYPE:	P-113 (2/20/23)
DIVISION:	83
VERSION:	001
DESIGNED BY:	DLR
DRAWN BY:	DLR
REVIEWED BY:	JRR

- UTILITY NOTES:**
1. ALL WATER AND FIRE MAINS SHALL HAVE A 4.5' MIN. COVER AND A 5.0' MAX. COVER UNLESS APPROVED OTHERWISE.
 2. ALL WATER MAIN PIPE SHALL BE CLASS C-900 PVC, MAINS SHALL BE 8" DIAMETER, HYDRANT RUNS SHALL BE 6" DIAMETER DUCTILE IRON PIPE.
 3. ALL MAIN WATERLINE MECHANICAL JOINTS AND FITTINGS SHALL BE RESTRAINED W/ MEGALUG JOINT RESTRAINTS OR APPROVED EQUAL. ALL JOINTS INCLUDING PUSH ON JOINTS SHALL BE RESTRAINED WITHIN RESTRAINT ZONES (BENDS, VALVES, TEES, ETC.).
 4. ALL WATER SERVICE LINE SHALL BE TYPE K COPPER AND HAVE A 4.0' MIN. COVER.
 5. ALL SANITARY SEWER MAINS SHALL HAVE A 8.0' MIN. COVER.
 6. ALL PVC SANITARY SEWER PIPE MATERIALS AND FITTINGS BURIED LESS THAN 20 FT. BE SDR-35. PIPE BURIED OVER 20 FT. SHALL BE SDR-36.
 7. DRY UTILITY DESIGN TO BE PREPARED BY OTHERS.

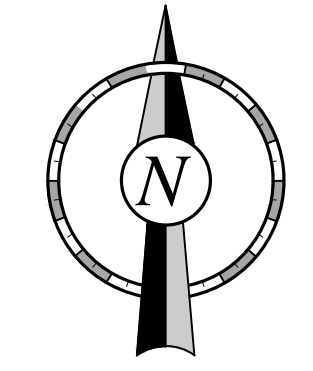
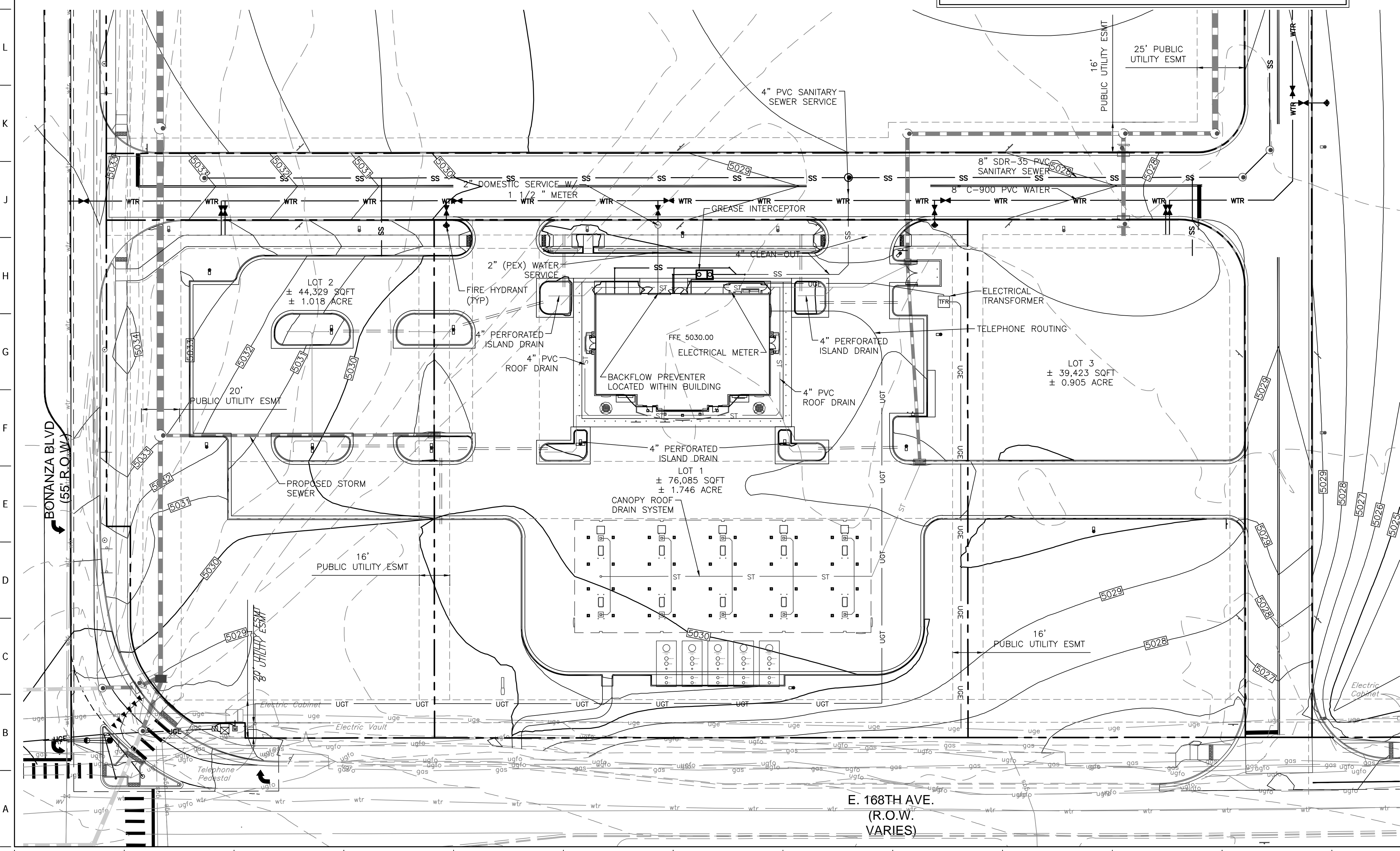
- TOWN WATER DEDICATION NOTES:**
1. WATER RIGHTS ACCEPTABLE TO THE TOWN WILL BE DEDICATED AT THE TIME OF APPROVAL OF THE SITE PLAN FOR LOT 1.
 2. AT THE TIME AN APPLICATION FOR THE SITE SPECIFIC DEVELOPMENT PLAN IS FILED FOR ANY OF LOTS B-E, THE LOT OWNER MUST PROVIDE TO THE TOWN A DETAILED WATER DEMAND STUDY AND A DETAILED WATER SUPPLY STUDY FOR THAT LOT FOR ANALYSIS BY THE TOWN'S WATER ENGINEERS AND WATER ATTORNEYS. THE LOT OWNER MUST TRANSFER WATER RIGHTS TO THE TOWN TO SATISFY THE DEMANDS AND CONSUMPTIVE USES FOR EACH LOT AT THE TIME OF APPROVAL OF THE SITE SPECIFIC DEVELOPMENT PLAN FOR THAT LOT.

REV	DATE	DESCRIPTION

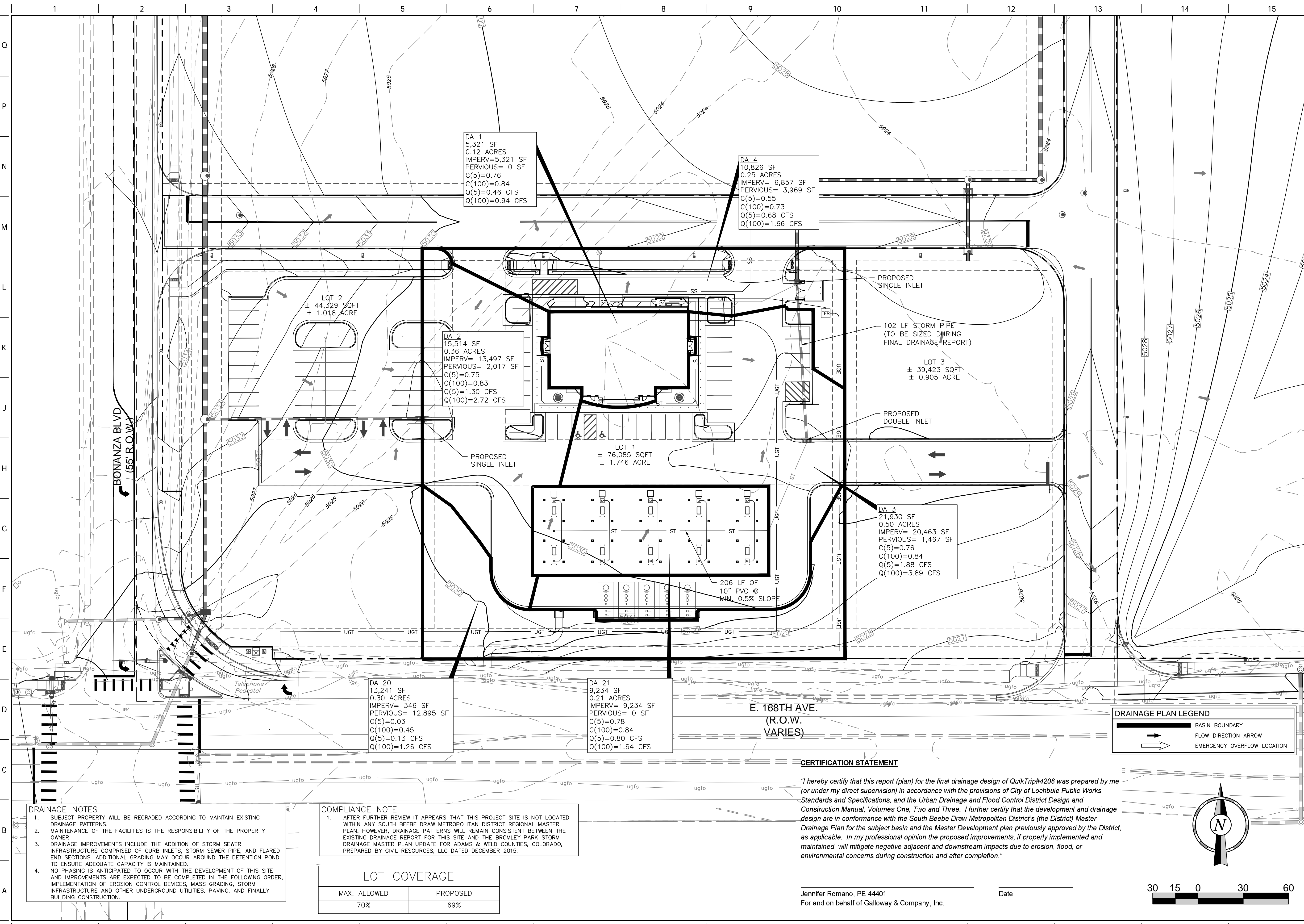
SHEET TITLE:
UTILITY PLAN

SHEET NUMBER:
7

ORIGINAL ISSUE DATE: 2/24/2023



FILE LOCATION: H:\QuikTrip\QTD04208\Lochbuie, CO\CADD\2 Plan\QTD04208_Civil_PDF.dwg TAB NAME: Site Plan Set (Post Dev. Map) USER: Duncan, Rody SAVED: 7/28/2023 11:26 AM PLOTTED: 7/31/2023 1:50 PM



DA 1
5,321 SF
0.12 ACRES
IMPERV=5,321 SF
PERVIOUS= 0 SF
C(5)=0.76
C(100)=0.84
Q(5)=0.46 CFS
Q(100)=0.94 CFS

DA 4
10,826 SF
0.25 ACRES
IMPERV= 6,857 SF
PERVIOUS= 3,969 SF
C(5)=0.55
C(100)=0.73
Q(5)=0.68 CFS
Q(100)=1.66 CFS

DA 2
15,514 SF
0.36 ACRES
IMPERV= 13,497 SF
PERVIOUS= 2,017 SF
C(5)=0.75
C(100)=0.83
Q(5)=1.30 CFS
Q(100)=2.72 CFS

DA 3
21,930 SF
0.50 ACRES
IMPERV= 20,463 SF
PERVIOUS= 1,467 SF
C(5)=0.76
C(100)=0.84
Q(5)=1.88 CFS
Q(100)=3.89 CFS

DA 20
13,241 SF
0.30 ACRES
IMPERV= 346 SF
PERVIOUS= 12,895 SF
C(5)=0.03
C(100)=0.45
Q(5)=0.13 CFS
Q(100)=1.26 CFS

DA 21
9,234 SF
0.21 ACRES
IMPERV= 9,234 SF
PERVIOUS= 0 SF
C(5)=0.78
C(100)=0.84
Q(5)=0.80 CFS
Q(100)=1.64 CFS

COMPLIANCE NOTE
1. AFTER FURTHER REVIEW IT APPEARS THAT THIS PROJECT SITE IS NOT LOCATED WITHIN ANY SOUTH BEEBE DRAW METROPOLITAN DISTRICT REGIONAL MASTER PLAN. HOWEVER, DRAINAGE PATTERNS WILL REMAIN CONSISTENT BETWEEN THE EXISTING DRAINAGE REPORT FOR THIS SITE AND THE BROMLEY PARK STORM DRAINAGE MASTER PLAN UPDATE FOR ADAMS & WELD COUNTIES, COLORADO, PREPARED BY CIVIL RESOURCES, LLC DATED DECEMBER 2015.

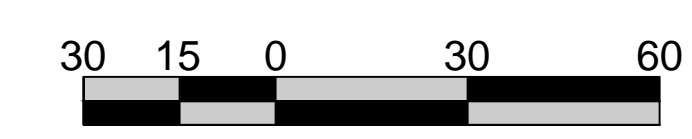
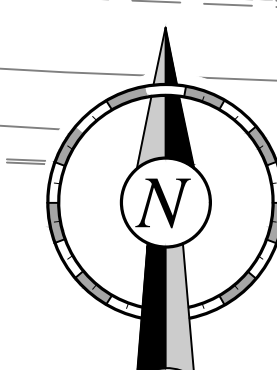
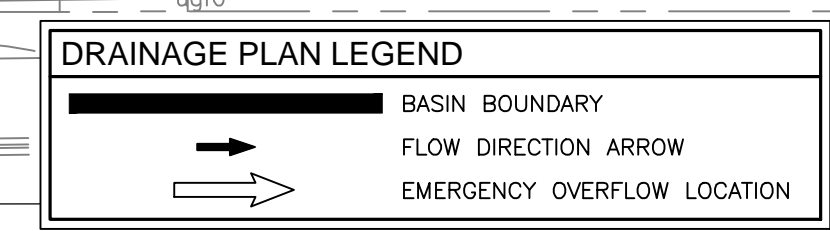
LOT COVERAGE	
MAX. ALLOWED	PROPOSED
70%	69%

DRAINAGE NOTES
1. SUBJECT PROPERTY WILL BE REGRADED ACCORDING TO MAINTAIN EXISTING DRAINAGE PATTERNS.
2. MAINTENANCE OF THE FACILITIES IS THE RESPONSIBILITY OF THE PROPERTY OWNER.
3. DRAINAGE IMPROVEMENTS INCLUDE THE ADDITION OF STORM SEWER INFRASTRUCTURE COMPRISED OF CURB INLETS, STORM SEWER PIPE, AND FLARED END SECTIONS. ADDITIONAL GRADING MAY OCCUR AROUND THE DETENTION POND TO ENSURE ADEQUATE CAPACITY IS MAINTAINED.
4. NO PHASING IS ANTICIPATED TO OCCUR WITH THE DEVELOPMENT OF THIS SITE AND IMPROVEMENTS ARE EXPECTED TO BE COMPLETED IN THE FOLLOWING ORDER, IMPLEMENTATION OF EROSION CONTROL DEVICES, MASS GRADING, STORM INFRASTRUCTURE AND OTHER UNDERGROUND UTILITIES, PAVING, AND FINALLY BUILDING CONSTRUCTION.

CERTIFICATION STATEMENT

"I hereby certify that this report (plan) for the final drainage design of QuikTrip#4208 was prepared by me (or under my direct supervision) in accordance with the provisions of City of Lochbuie Public Works Standards and Specifications, and the Urban Drainage and Flood Control District Design and Construction Manual, Volumes One, Two and Three. I further certify that the development and drainage design are in conformance with the South Beebe Draw Metropolitan District's (the District) Master Drainage Plan for the subject basin and the Master Development plan previously approved by the District, as applicable. In my professional opinion the proposed improvements, if properly implemented and maintained, will mitigate negative adjacent and downstream impacts due to erosion, flood, or environmental concerns during construction and after completion."

Jennifer Romano, PE 44401
For and on behalf of Galloway & Company, Inc. Date



PROJECT NO.: QKT004208
Galloway
5500 Greenwood Plaza Blvd, Suite 200
Greenwood Village, CO 80111
303.770.8884
GallowayUS.com

QuikTrip No. 4208
NWC 168th & I-76 FRONTAGE
LOCHBUIE, CO



PROTOTYPE: P-113 (2/20/23)
DIVISION: 83
VERSION: 001
DESIGNED BY: DLR
DRAWN BY: DLR
REVIEWED BY: JRR

REV	DATE	DESCRIPTION

SHEET TITLE:
POST DEVELOPMENT MAP

SHEET NUMBER:
8


ORIGINAL ISSUE DATE: 2/24/2023

FILE LOCATION: H:\0\QuikTrip\0KT1004208-Lochbuie, CO\CADD\2_Plan\0KT1004208_Phometric_Details.dwg TAB NAME: PHOTOMETRIC DETAILS (SITE PLAN) USER: duncanson_001 DATE: 7/26/2023 3:15 PM PLOTTED: 7/31/2023 1:50 PM

Catalog #: _____
Prepared By: _____

Project: _____
Date: _____

Slice Medium - SLM Outdoor LED Area Light



The Slice's sleek design makes it perfectly-suited for Commercial & Industrial applications, while its cost-effective die-cast aluminum housing makes its acquisition cost very competitive. The Slice offers high performance silicone optics, die cast aluminum housing, 42000+ lumens and is available with integral Airlink Synapse controls.

Features & Specifications

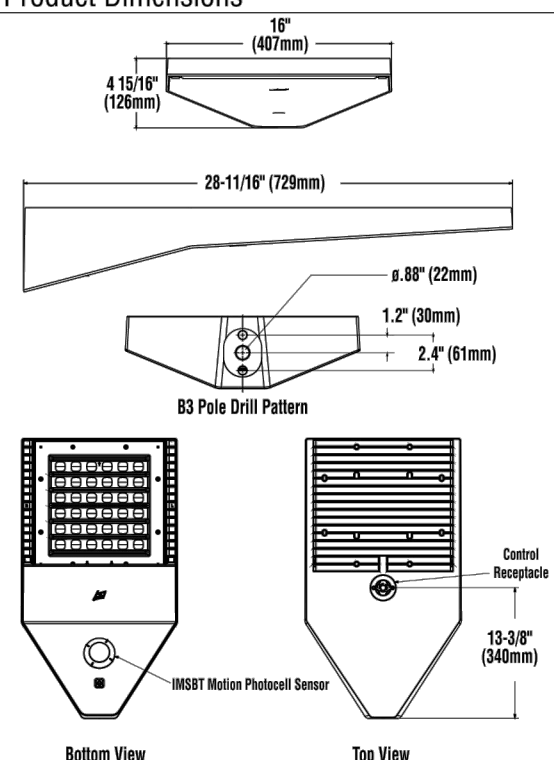
Optical System

- State-of-the-Art one piece silicone optic sheet delivers industry leading optical control with an integrated gasket to provide IP66 rated sealed optical chamber in 1 component.
- Proprietary silicone refractor optics provides exceptional coverage and uniformity in ES Types 2, 3, SW, FT and FTA.
- Silicone optical material does not yellow or crack with age and provides a typical light transmittance of 93%.
- Zero glare**
- Available in 5000K, 4000K, 3000K, and 2700K color temperatures per ANSI C78.377. Also Available in Phospor Converted Amber with Peak Intensity at 610nm.
- Minimum CRI of 70.
- Integral Louver (L) option available for improved back-light control without sacrificing street side performance. See page 5 for more details.

Electrical

- High-performance driver features over-voltage, under-voltage, short-circuit and over temperature protection.
- 0-10V dimming (10% - 100%) standard.
- Standard Universal Voltage (120-277 VAC) Input 50/60 Hz or optional High Voltage (347-480 VAC).
- L80 Calculated Life >100K Hours (See Lumen Maintenance on Page 3)
- Total harmonic distortion <20%
- Operating temperature: -40°C to +50°C (-40°F to +122°F). 42L lumen package rated to +40°C.
- Power factor >.90
- Input power stays constant over life.
- Field replaceable surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C82.41.2).
- High-efficiency LEDs mounted to metal-core circuit board to maximize heat dissipation.
- Components are fully encased in potting material for moisture resistance. Driver complies with FCC standards. Driver and key electronic components can easily be accessed.

Product Dimensions

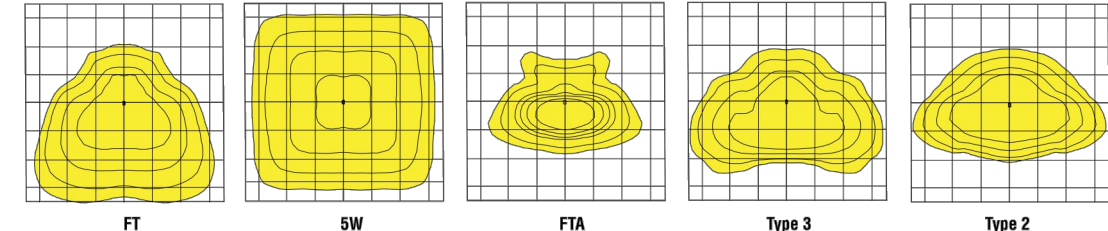


LSI Industries Inc. 1000 Alliance Rd. Cincinnati, OH 45242 • www.lsi-industries.com • (513) 372-3300 • ©LSI Industries Inc. All Rights Reserved. 11/19/19

Slice Medium - SLM Outdoor LED Area Light

Performance (Cont.)

All published luminaire photometric testing performed to IESNA LM-79 standards. ISO footcandle plots below demonstrate the Slice (SLM) light patterns only. Not for total fixture output. For complete specifications and IES files, see website.



Ordering Guide

TYPICAL ORDER EXAMPLE: **SLM LED 36L SIL FTA UNV DIM 50 70CRI ALSCS04 BRZ IL**

Luminaire Profile	Light Source	Lumen Package*	Light Output	Distribution	Orientation	Voltage	Driver
SLM Slice Medium	LED	BL - 5,000 lms LS - 12,000 lms LB - 18,000 lms DL - 24,000 lms DL - 30,000 lms DL - 36,000 lms DL - 42,000 lms	SL - Section 2 - Type 2 3 - Type 3 SW - Type 3 Wide FT - Forward Throw FTA - Forward Throw Automotive	Beam's Standard L - Optics rotated left 90 R - Optics rotated right 90	UNV - Universal Voltage (120-277V) HV - High Voltage (347-480V)	DM - 0-10V Dimming (0-10%)	

*Optional factory pre-programmed wattages and lumen package

Color Temp	Color Rendering	Controls (Choose One)	Finish	Options
50 - 5,000 CCT 40 - 4,000 CCT 30 - 3,000 CCT 27 - 2,700 CCT	90CRI - 70 CRI	Wireless Controls System ALSC01 - Airlink Synapse Control System Host / Satellite** ALSC02 - Airlink Synapse Control System Host with 8-12 Motion Sensor** ALSC03 - Airlink Synapse Control System Host / Satellite with 8-12 Motion Sensor** ALSC04 - Airlink Synapse Control System Host / Satellite with 20-47 Motion Sensor** ALSC05 - Airlink Synapse Control System Host / Satellite with 20-47 Motion Sensor** ALSC06 - Airlink Synapse Control System Host / Satellite with 20-47 Motion Sensor** ALSC07 - Airlink Synapse Control System Host / Satellite with 20-47 Motion Sensor**	BRZ - Bronze BLK - Black GRP - Gray/White WHT - White POP - Popcorn Pink SVS - Satin Verde Green	L - Integral Louver H50*

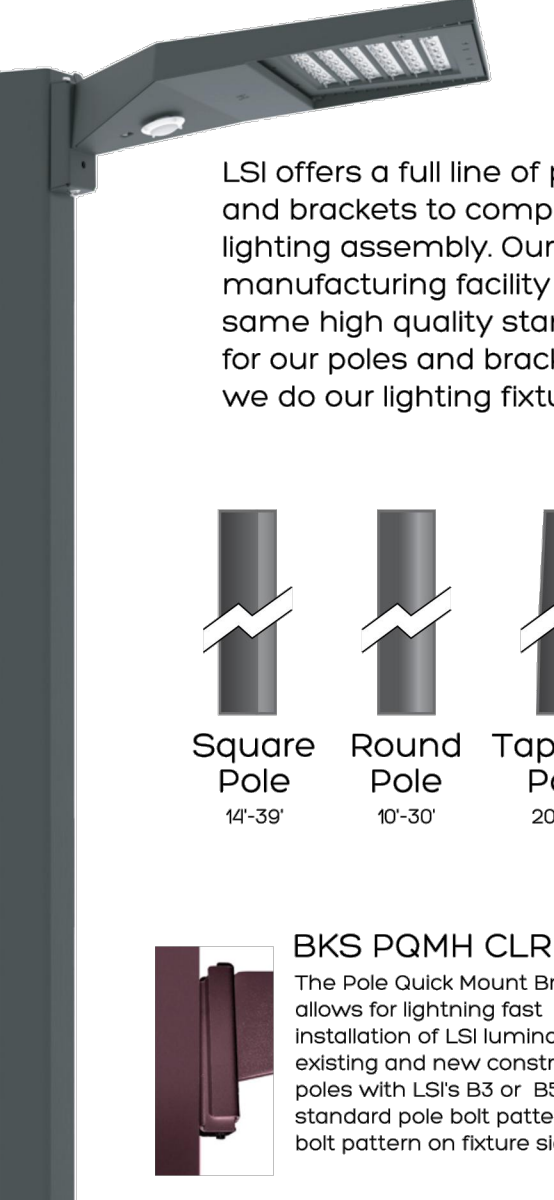
ANSI - Phospor Converted Amber**

Stand-Alone Controls
 EX1 - 0-10V Dimming Switch integrated to housing exterior
 EX2 - 7 Pin Control Headcode ANSI C136.41
 EX3 - 7 Pin Control Headcode ANSI C136.41
 EX4 - 7 Pin Control Headcode ANSI C136.41
 EX5 - 7 Pin Control Headcode ANSI C136.41
 EX6 - 7 Pin Control Headcode ANSI C136.41
 EX7 - 7 Pin Control Headcode ANSI C136.41
 EX8 - 7 Pin Control Headcode ANSI C136.41
 EX9 - 7 Pin Control Headcode ANSI C136.41
 EX10 - 7 Pin Control Headcode ANSI C136.41


Button Tone PhotoCells
 PC100 - 100V
 PC100-277 - 277V
 PC100-347 - 347V

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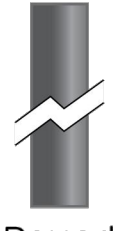
poles & Brackets



LSI offers a full line of poles and brackets to complete your lighting assembly. Our USA manufacturing facility has the same high quality standards for our poles and brackets as we do our lighting fixtures.



Square Pole
14'-39"




Round Pole
10'-30"




Tapered Pole
20'-39"




BKA UMB CLR
The 3G rated Universal Mounting Bracket (UMB) allows for seamless integration of LSI luminaires onto existing/retrofit or new construction poles. The UMB bracket was designed specifically for square or round (tapered) straight poles with (2) mounting hole spaces between 3.5"-5". Bolt pattern B3 on fixture side.



BKA ASF CLR
The adjustable Slip Fitter is a 3G rated rugged die cast aluminum adapter to mount LSI luminaires onto a 2" (51mm) ID, 2.375" (60mm) O.D. tenon. The Adjustable Slip Fitter can be rotated 180° allowing for tilting LSI luminaires up to 45° and 90° when using a vertical tenon. Works with B3 pole drill pattern.



BKS PQMH CLR
The Pole Quick Mount Bracket allows for lightning fast installation of LSI luminaires onto existing and new construction poles with LSI's B3 or B5 standard pole bolt patterns. B3 bolt pattern on fixture side.



BKS PQM5 CLR
The Pole Quick Mount Bracket allows for preset, 65° up tilt of LSI luminaires for greater throw of light and increased vertical illumination as well as fast installation onto poles with LSI's 3" or 5" bolt pattern. B3 and B5 pole drill pattern. B3 bolt pattern on fixture side.

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PROJECT NO.: 0KT004208

Galloway

5500 Greenwood Plaza Blvd, Suite 200
Greenwood Village, CO 80111
303.770.8884
GallowayUS.com

QuikTrip No. 4208

SITE PLAN WITH CONDITIONAL USE
NWC 168th & I-76 FRONTAGE LOCHBUIE, CO



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PROTOTYPE: P-106 (5/19/21)
DIVISION: B3
VERSION: 001
DESIGNED BY: ACJ
DRAWN BY: ACJ
REVIEWED BY: JRR

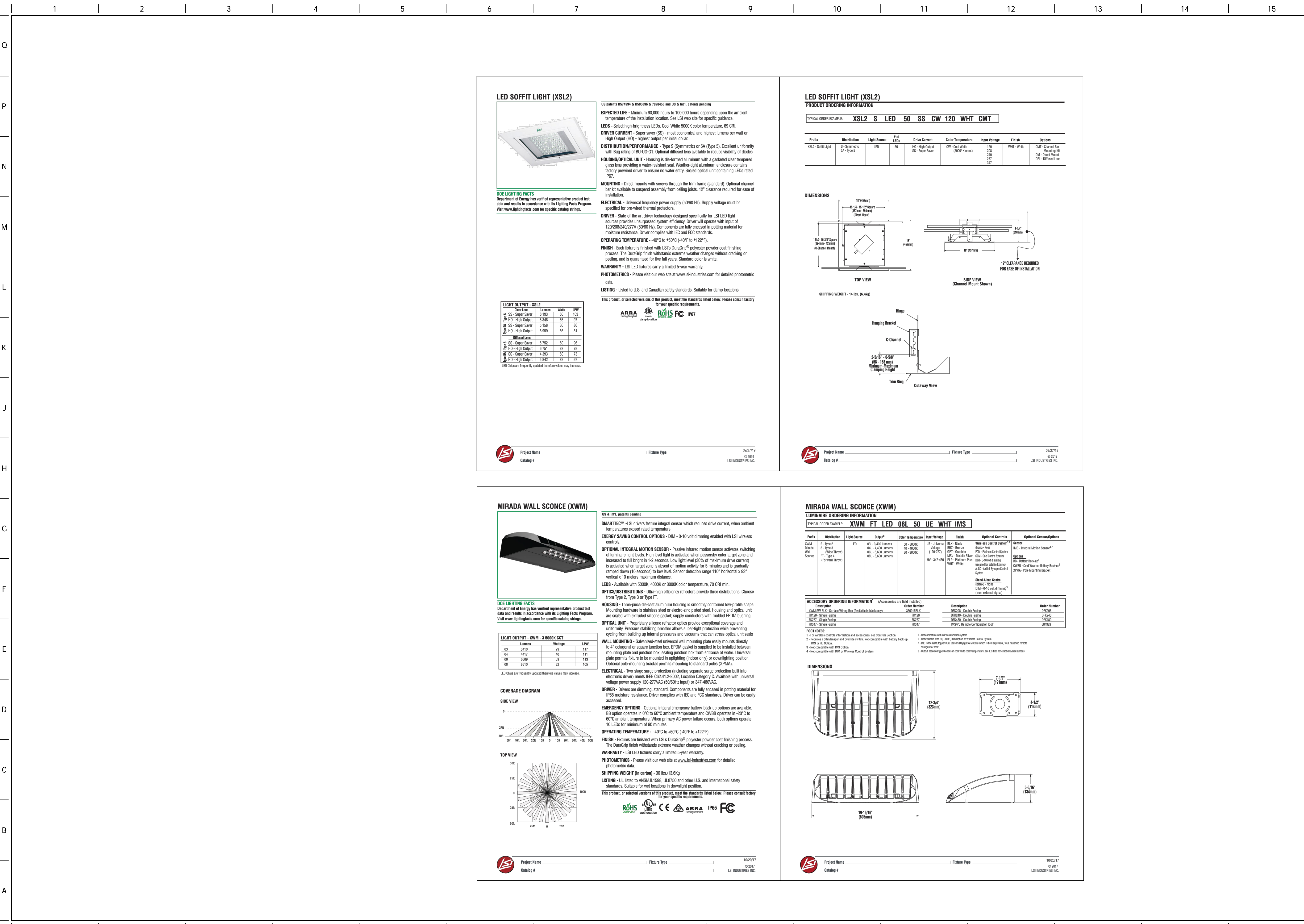
REV	DATE	DESCRIPTION	BY
1	1/2/21	2ND SITE PLAN SUBMITTAL	
2	1/19/21	3RD SITE PLAN SUBMITTAL	
3	4/17/21	4TH SITE PLAN SUBMITTAL	
4	4/17/21	4TH SITE PLAN SUBMITTAL	
5	1/16/22	5TH SITE PLAN SUBMITTAL	

ORIGINAL ISSUE DATE: 8/17/2021

SHEET TITLE:
PHOTOMETRIC DETAILS

SHEET NUMBER:
10

FILE LOCATION: H:\0\QuikTrip\01004208-Lochbuie, CO\CADD\2_Plan\0104208_Phometric Details.dwg TAB NAME:PHOTOMETRIC DETAILS (SITE PLAN) USER:Runcorn_Reedy SAVED:7/26/2023 3:15 PM PLOTTED:7/31/2023 11:51 PM



LED SOFFIT LIGHT (XSL2)

US Patents 5974964 & 5999860 & 7024506 and US & Int'l. patents pending

EXPECTED LIFE - Minimum 60,000 hours to 100,000 hours depending upon the ambient temperature of the installation location. See LSI web site for specific guidance.

LEDS - Select high-brightness LEDs. Cool White 5000K color temperature, 69 CRI.

DRIVER CURRENT - Super saver (SS) - most economical and highest lumens per watt or High Output (HO) - highest output per initial dollar.

DISTRIBUTION/PERFORMANCE - Type S (Symmetric) or SA (Type S). Excellent uniformity with Bay array of S4-LED-C1. Optional diffused lens available to reduce visibility of diodes.

HOUSING/OPTICAL UNIT - Housing is die-formed aluminum with a gasketed clear tempered glass lens providing a water-resistant seal. Weather-tight aluminum enclosure contains factory prewired driver to ensure no water entry. Sealed optical unit containing LEDs rated IP67.

MOUNTING - Direct mounts with screws through the trim frame (standard). Optional channel bar kit available to suspend assembly from ceiling joists. 12" clearance required for ease of installation.

ELECTRICAL - Universal frequency power supply (50/60 Hz). Supply voltage must be specified for pre-wired thermal protectors.

DRIVER - State-of-the-art driver technology designed specifically for LSI LED light sources provides unsurpassed system efficiency. Driver will operate with input of 120/208/240/277V (50/60 Hz). Components are fully encased in potting material for moisture resistance. Driver complies with IEC and FCC standards.

OPERATING TEMPERATURE - -40°C to +50°C (-40°F to +122°F).

FINISH - Each fixture is finished with LSI's DuraGrip® polyester powder coat finishing process. The DuraGrip finish withstands extreme weather changes without cracking or peeling, and is guaranteed for five full years. Standard color is white.

WARRANTY - LSI LED fixtures carry a limited 5-year warranty.

PHOTOMETRICS - Please visit our web site at www.lsi-industries.com for detailed photometric data.

LISTING - Listed to U.S. and Canadian safety standards. Suitable for damp locations.

This product, or selected versions of this product, meet the standards listed below. Please consult factory for your specific requirements.

Order Line	Lumens	Watt	LPW
SS - Super Saver	4,150	60	120
HO - High Output	8,340	66	97
SS - Super Saver	5,150	60	86
HO - High Output	6,000	66	87
Diffused Lens			
SS - Super Saver	5,750	60	96
HO - High Output	6,750	67	78
SS - Super Saver	4,390	60	73
HO - High Output	5,840	67	87

LED Chips are frequently updated therefore values may increase.

ARRA, ENEC, ROLHS, UL, CE, FC, IP67

Project Name: _____ Feature Type: _____ 08/27/19
 Catalog #: _____ LSI INDUSTRIES INC. © 2019

LED SOFFIT LIGHT (XSL2)

PRODUCT ORDERING INFORMATION

TYPICAL ORDER EXAMPLE: **XSL2 S LED 50 SS CW 120 WHT CMT**

Prefix	Distribution	Light Source	# of LEDs	Drive Current	Color Temperature	Input Voltage	Finish	Options
XSL2 - Soffit Light	S - Symmetric (SA - Type S)	LED	50	HO - High Output (SS - Super Saver)	CW - Cool White (5000° K approx)	120	WHT - White	CMT - Channel Bar Assembly Kit DM - Direct Mount (S4 - 100mm Lens)

DIMENSIONS

Shipping Weight - 14 lbs. (6.4kg)

Project Name: _____ Feature Type: _____ 08/27/19
 Catalog #: _____ LSI INDUSTRIES INC. © 2019

MIRADA WALL SCONCE (XWM)

US & Int'l. patents pending

SMARTTEC™ - LSI drivers feature integral sensor which reduces driver current, when ambient temperatures exceed rated temperature.

ENERGY SAVING CONTROL OPTIONS - DIM - 0-10 volt dimming enabled with LSI wireless controls.

OPTIONAL INTEGRAL MOTION SENSOR - Passive infrared motion sensor activates switching of luminaire light levels. High level light is activated when passively enter target zone and increased to full bright in 1-2 seconds. Low light level (30% of maximum drive current) is activated when target zone is absent of motion activity for 5 minutes and is gradually ramped down (10 seconds) to low level. Sensor detection range 110" horizontal x 93" vertical x 10 meters maximum distance.

LEDS - Available with 5000K, 4000K or 3000K color temperature, 70 CRI min.

OPTICS/DISTRIBUTIONS - Ultra-high efficiency reflectors provide three distributions. Choose from Type 2, Type 3 or Type FT.

HOUSING - Three-piece die-cast aluminum housing is smoothly contoured low-profile shape. Mounting hardware is stainless steel or electro-zinc plated steel. Housing and optical unit are sealed with extruded silicone gasket; supply conductors with modded EPDM bushing.

OPTICAL UNIT - Proprietary silicone refractor optics provide exceptional coverage and uniformity. Pressure stabilizing breather allows super-tight protection while preventing cycling from building up internal pressures and vacuums that can stress optical unit seals.

WALL MOUNTING - Galvanized-steel universal wall mounting plate easily mounts directly to 4" octagonal or square junction box. EPDM gasket is supplied to be installed between mounting plate and junction box, sealing junction box from entrance of water. Universal plate permits fixture to be mounted in uplighting (indoor only) or downlighting position. Optional pole-mounting bracket permits mounting to standard poles (CPM).

ELECTRICAL - Two-stage surge protection (including separate surge protection built into electronic driver) meets IEEE C62.41.2-2002, Location Category C. Available with universal voltage power supply 120-277VAC (50/60Hz input) or 347-480VAC.

DRIVER - Drivers are dimming, standard. Components are fully encased in potting material for IP65 moisture resistance. Driver complies with IEC and FCC standards. Driver can be easily accessed.

EMERGENCY OPTIONS - Optional integral emergency battery-back-up options are available. 90 option operates in 0°C to 60°C ambient temperature and 90HS operates in -20°C to 60°C ambient temperature. When primary AC power failure occurs, both options operate 10 LEDs for minimum of 90 minutes.

OPERATING TEMPERATURE - -40°C to +50°C (-40°F to +122°F).

FINISH - Fixtures are finished with LSI's DuraGrip® polyester powder coat finishing process. The DuraGrip finish withstands extreme weather changes without cracking or peeling.

WARRANTY - LSI LED fixtures carry a limited 5-year warranty.

PHOTOMETRICS - Please visit our web site at www.lsi-industries.com for detailed photometric data.

SHIPPING WEIGHT (in cartons) - 30 lbs./7.6kg

LISTING - UL listed to ANSI/UL1598, UL8750 and other U.S. and international safety standards. Suitable for wet locations in downlight position.

This product, or selected versions of this product, meet the standards listed below. Please consult factory for your specific requirements.

ARRA, ENEC, ROLHS, UL, CE, FC, IP65

Project Name: _____ Feature Type: _____ 10/29/17
 Catalog #: _____ LSI INDUSTRIES INC. © 2017

MIRADA WALL SCONCE (XWM)

LUMINAIRE ORDERING INFORMATION

TYPICAL ORDER EXAMPLE: **XWM FT LED 08L 50 UE WHT IMS**

Prefix	Distribution	Light Source	Output	Color Temperature	Input Voltage	Finish	Options	Optional Controls	Optional Sensor/Options
XWM	2 - Type 2	LED	50 - 5,000 Lumens	50 - 3000K	120-277V	WHT - White	None	None	None
Mirada	3 - Type 3	LED	50 - 5,000 Lumens	40 - 4000K	120-277V	WHT - White	None	None	None
Score	FT - Type 4 (Forward Throw)	LED	50 - 5,000 Lumens	30 - 3000K	120-277V	WHT - White	None	None	None

ACCESSORY ORDERING INFORMATION (Accessories are field installed)

Description	Order Number	Description	Order Number
XWM DM Kit - Surface Wiring Box (Available in Black only)	9091064	CPM - Control System	09208
FT22 - Single Fitting	FK120	DF240 - Double Fitting	DF240
FT27 - Single Fitting	FK27	DF480 - Double Fitting	DF480
FK24 - Single Fitting	FK24	HSFC - Remote Configurator Tool	84429

NOTES:

- For wireless controls information and accessories, see Controls Section.
- Requires a dimmable and override switch. Not compatible with battery back-up.
- Not compatible with 480 Volt.
- Not compatible with 208V Wireless Control System.
- Not compatible with Wireless Control System.
- Not available with 90, 90HS, 90HS-100 or Wireless Control System.
- 480V is the maximum hot line voltage. 480V is not applicable, as a field-installed surge protector tool.
- Output based on Type 1 surface coat with color temperature, see EIS file for exact definition values.

DIMENSIONS

Project Name: _____ Feature Type: _____ 10/29/17
 Catalog #: _____ LSI INDUSTRIES INC. © 2017

PROJECT NO.: QKT004208

Galloway

5500 Greenwood Plaza Blvd, Suite 200
 Greenwood Village, CO 80111
 303.770.8884
 GallowayUS.com

QuikTrip No. 4208

SITE PLAN WITH CONDITIONAL USE
 NWC 168th & I-76 FRONTAGE LOCHBUIE, CO

QT

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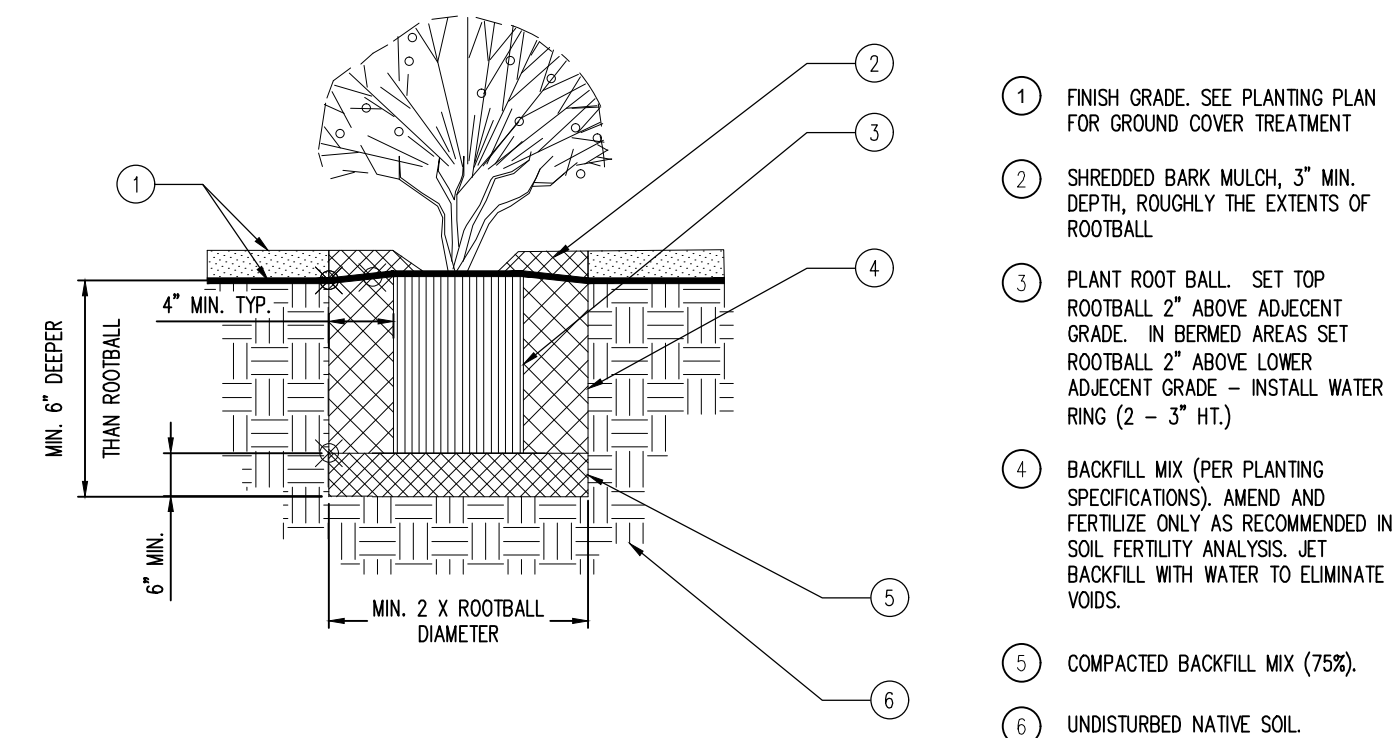
PROTOTYPE: P-106 (5/19/21)
 DIVISION: 83
 VERSION: 001
 DESIGNED BY: ACJ
 DRAWN BY: ACJ
 REVIEWED BY: JRR

REV	DATE	DESCRIPTION
1	11/26/22	5117 SITE PLAN SUBMITTAL
2	11/29/22	3490 SITE PLAN SUBMITTAL
3	11/29/22	3490 SITE PLAN SUBMITTAL
4	11/29/22	3490 SITE PLAN SUBMITTAL
5	11/29/22	5117 SITE PLAN SUBMITTAL

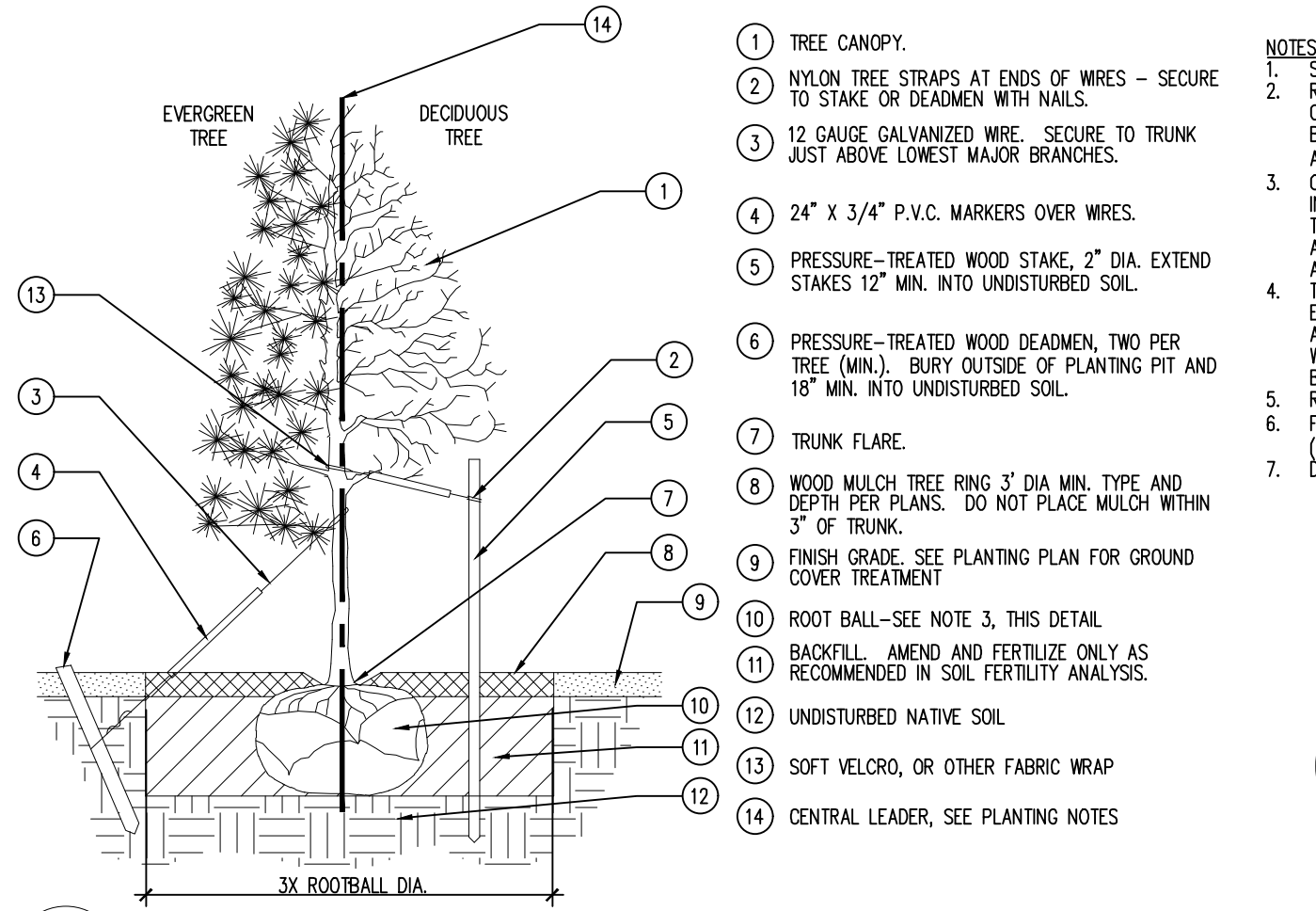
ORIGINAL ISSUE DATE: 8/17/2021

SHEET TITLE:
 PHOTOMETRIC DETAILS

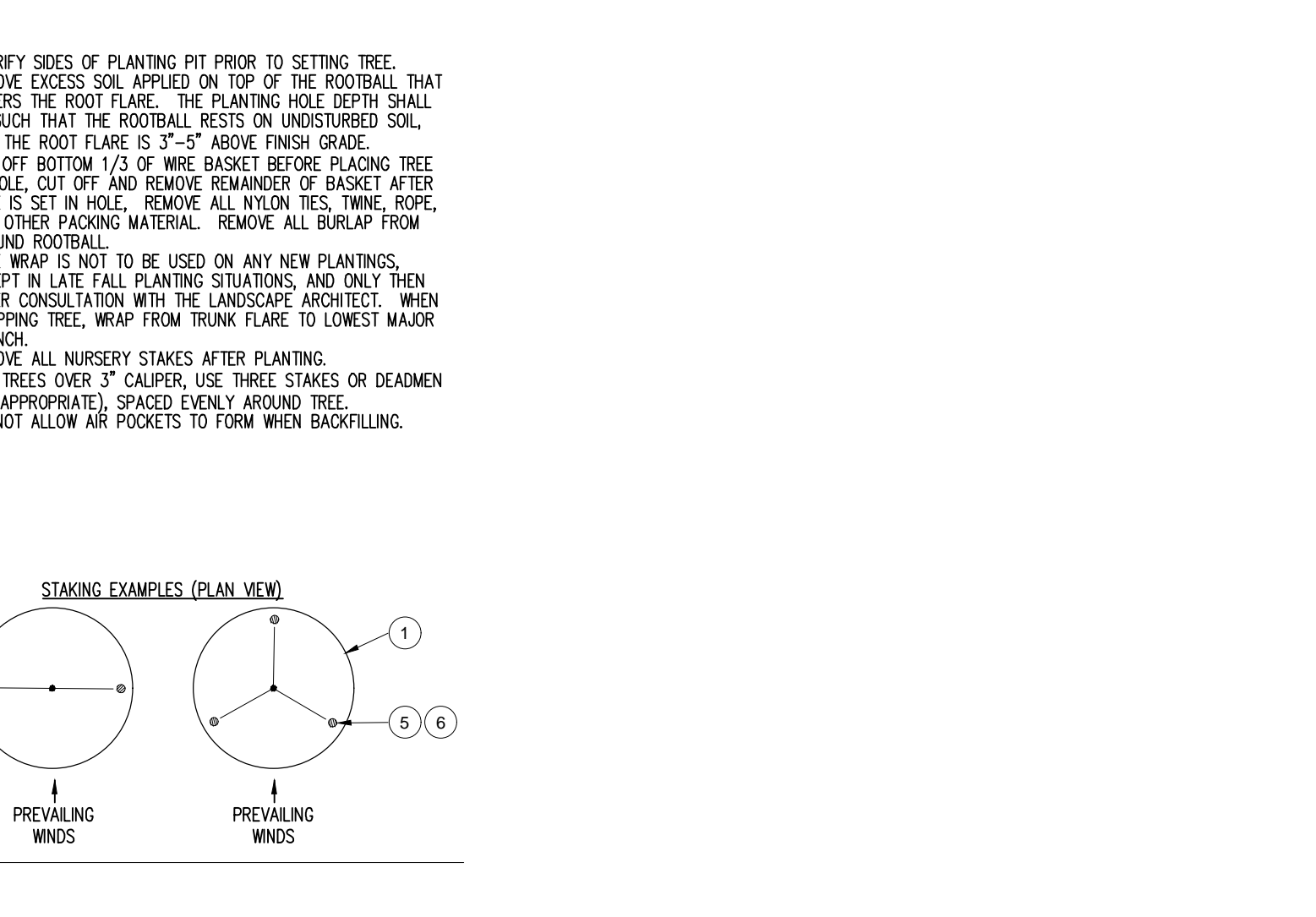
SHEET NUMBER:
 11



1 SHRUB AND PERENNIAL DETAIL
SCALE: NOT TO SCALE



2 TREE PLANTING DETAIL
SCALE: NOT TO SCALE



PLANTING NOTES

- GENERAL
- ALL WORK SHALL CONFORM TO ALL APPLICABLE STATE AND LOCAL CODES, STANDARDS, AND SPECIFICATIONS.
 - LANDSCAPE DESIGN IS DIAGRAMMATIC IN NATURE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS OWN TAKEOFFS AND QUANTITY CALCULATIONS. IN THE EVENT OF A DISCREPANCY BETWEEN THE PLAN AND THE LANDSCAPE LEGEND, THE PLAN QUANTITY AS SHOWN ON THE PLAN SHALL TAKE PRECEDENCE AND NOTIFY THE LANDSCAPE ARCHITECT OF THESE DISCREPANCIES. MINOR ADJUSTMENTS TO THE LANDSCAPE MATERIAL AND LOCATIONS MAY BE PROPOSED FOR CITY CONSIDERATION AT THE CONSTRUCTION DOCUMENT STAGE TO RESPOND TO MARKET AND FIELD CONDITIONS. HOWEVER, THERE SHALL BE NO REDUCTION IN THE NUMBER AND SIZE OF MATERIALS.
 - CONTRACTOR SHALL MAKE HIMSELF AWARE OF THE LOCATIONS OF EXISTING AND PROPOSED UTILITIES, AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE UTILITIES AND/OR ANY INJURY TO ANY PERSON. THIS DRAWING IS PART OF A COMPLETE SET OF CONTRACT DOCUMENTS. UNDER NO CIRCUMSTANCES SHOULD THIS PLAN BE USED FOR CONSTRUCTION PURPOSES WITHOUT EXAMINING ACTUAL LOCATIONS OF UTILITIES ON SITE AND REVIEW ALL RELATED PLANS AND DOCUMENTS.
 - ALL UTILITY EASEMENTS SHALL REMAIN UNOBSTRUCTED AND FULLY ACCESSIBLE ALONG THEIR ENTIRE LENGTH FOR MAINTENANCE EQUIPMENT.
 - THE CONTRACTOR SHALL TAKE EXTREME CARE NOT TO DAMAGE ANY EXISTING PLANTS INDICATED AS "TO REMAIN". ANY SUCH PLANTS DAMAGED BY THE CONTRACTOR SHALL BE REPLACED WITH THE SAME SPECIES, SIZE, AND QUANTITY AT THE CONTRACTOR'S OWN EXPENSE, AND AS ACCEPTABLE TO THE OWNER. REFER TO THE TREE PROTECTION NOTES ON THE PLANS (AS APPLICABLE).
 - LANDSCAPE CONTRACTOR SHALL EXAMINE THE SITE CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED AND NOTIFY THE GENERAL CONTRACTOR IN WRITING OF UNSATISFACTORY CONDITIONS. IF SITE CONDITIONS OR PLANT AVAILABILITY REQUIRE CHANGES TO THE PLAN, THEN AN APPROVAL WILL BE OBTAINED FROM THE CITY. DO NOT PROCEED UNTIL CONDITIONS HAVE BEEN CORRECTED.
 - ALL CONSTRUCTION DEBRIS AND MATERIAL SHALL BE REMOVED AND CLEANED OUT PRIOR TO INSTALLATION OF TOPSOIL, TREES, SHRUBS, AND TURF.
 - FOR ALL INFORMATION ON SURFACE MATERIAL OF WALKS, DRIVES, AND PARKING LOTS, SEE THE SITE PLAN. SEE PHOTOMETRIC PLAN FOR FREE STANDING LIGHTING INFORMATION.
 - THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT ONE WEEK PRIOR TO BEGINNING CONSTRUCTION.
 - WINTER WATERING SHALL BE AT THE EXPENSE OF THE CONTRACTOR UNTIL SUCH TIME AS FINAL ACCEPTANCE IS RECEIVED.
 - ALL LANDSCAPE CONSTRUCTION PRACTICES, WORKMANSHIP, AND ETHICS SHALL BE IN ACCORDANCE WITH INDUSTRY STANDARDS SET FORTH IN THE CONTRACTORS HANDBOOK PUBLISHED BY THE COLORADO LANDSCAPE CONTRACTORS ASSOCIATION.
 - LANDSCAPE AND IRRIGATION WORK SHALL BE COMPLETED PRIOR TO THE ISSUANCE OF THE FINAL CERTIFICATE OF OCCUPANCY.
 - FINISH GRADING AND SOIL PREPARATION
 - CONTRACTOR SHALL CONSTRUCT AND MAINTAIN FINISH GRADES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADES AND ELIMINATE PONDING POTENTIAL. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GEOTECHNICAL REPORT, THE GRADING PLANS, THESE NOTES, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT AND OWNER.
 - AFTER FINISH GRADES HAVE BEEN ESTABLISHED, IT IS RECOMMENDED THAT THE CONTRACTOR SHALL HAVE SOIL SAMPLES TESTED BY AN ESTABLISHED SOIL TESTING LABORATORY FOR THE FOLLOWING: GENERAL SOIL FERTILITY, PH, ORGANIC MATTER CONTENT, SALT (SEC), UMIC, SODIUM ADSORPTION RATIO (SAR) AND BORON CONTENT. EACH SAMPLE SUBMITTED SHALL CONTAIN NO LESS THAN ONE QUART OF SOIL. CONTRACTOR SHALL ALSO SUBMIT THE PROJECT'S PLANT LIST TO THE LABORATORY ALONG WITH THE SOIL SAMPLES. THE SOIL REPORT PRODUCED BY THE LABORATORY SHALL CONTAIN RECOMMENDATIONS FOR THE FOLLOWING (AS APPROPRIATE): GENERAL SOIL PREPARATION AND BACKFILL MIXES, PRE-PLANT FERTILIZER APPLICATIONS, AND ANY OTHER SOIL RELATED ISSUES. THE REPORT SHALL ALSO PROVIDE A FERTILIZER PROGRAM FOR THE ESTABLISHMENT PERIOD AND FOR LONG-TERM MAINTENANCE.
 - THE CONTRACTOR SHALL RECOMMEND INSTALLATION OF SOIL AMENDMENTS AND FERTILIZERS PER THE SOILS REPORT FOR THE OWNER/OWNER'S REPRESENTATIVE CONSIDERATION.
 - AT A MINIMUM, ALL TOPSOIL SHALL BE AMENDED WITH NITROGEN STABILIZED ORGANIC AMENDMENT COMPOST AT A RATE OF 5.0 CUBIC YARDS AND AMMONIUM PHOSPHATE 16-20-0 AT A RATE OF 15 POUNDS PER THOUSAND SQUARE FEET OF LANDSCAPE AREA. COMPOST SHALL BE MECHANICALLY INTEGRATED INTO THE TOP 6" OF SOIL BY MEANS OF ROTOTILLING AFTER CROSS-RIPPING. GROUND COVER & PERENNIAL BED AREAS SHALL BE AMENDED AT A RATE OF 8 CUBIC FEET PER THOUSAND SQUARE FEET OF NITROGEN STABILIZED ORGANIC AMENDMENT AND 10 LBS. OF 12-12-12 FERTILIZER PER CU. YD., ROTOTILLED TO A DEPTH OF 8". NO MANURE OR ANIMAL-BASED PRODUCTS SHALL BE USED FOR ORGANIC AMENDMENTS.
- PLANTING
- ALL DECIDUOUS TREES SHALL HAVE FULL WELL-SHAPED HEADS/ALL EVERGREENS SHALL BE UNSHEARED AND FULL TO THE GROUND, UNLESS OTHERWISE SPECIFIED. TREES WITH CENTRAL LEADERS WILL NOT BE ACCEPTED IF LEADER IS DAMAGED OR REMOVED. PRUNE ALL DAMAGED TWIGS AFTER PLANTING.
 - ALL PLANTS WITHIN A SPECIES SHALL HAVE SIMILAR SIZE, AND SHALL BE OF A FORM TYPICAL FOR THE SPECIES. ANY PLANT DEEMED UNACCEPTABLE BY THE LANDSCAPE ARCHITECT SHALL BE IMMEDIATELY REMOVED FROM THE SITE AND SHALL BE REPLACED WITH AN ACCEPTABLE PLANT OF LIKE TYPE AND SIZE AT THE CONTRACTOR'S OWN EXPENSE. ANY PLANTS APPEARING TO BE UNHEALTHY, EVEN IF DETERMINED TO STILL BE ALIVE, SHALL NOT BE ACCEPTED. THE LANDSCAPE ARCHITECT SHALL BE THE SOLE JUDGE AS TO THE ACCEPTABILITY OF PLANT MATERIAL.
 - ALL TREES SHALL BE QUAYED AND WOOD STAKED AS PER DETAILS. NO "T-STAKES" SHALL BE USED FOR TREES.
 - ALL PLANT MATERIALS SHALL BE TRUE TO TYPE, SIZE, SPEEDS, QUALITY, AND FREE OF INJURY, BROKEN ROOT BALLS, PESTS, AND DISEASES, AS WELL AS CONFORM TO THE MINIMUM REQUIREMENTS DESCRIBED IN THE "AMERICAN STANDARD FOR NURSERY STOCK". FOLLOW GREENCO TREE PLANTING RECOMMENDATIONS FOR MINIMUM QUALITY REQUIREMENTS FOR TREES.
 - ALL TREE AND SHRUB BED LOCATIONS ARE TO BE STAKED OUT ON SITE FOR APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
 - ALL TREES PLANTED ADJACENT TO PUBLIC AND/OR PEDESTRIAN WALKWAYS SHALL BE PRUNED CLEAR OF ALL BRANCHES BETWEEN GROUND AND A HEIGHT OF EIGHT (8) FEET FOR THAT PORTION OF THE PLAN LOCATED OVER THE SIDEWALK AND/OR ROAD.
 - SCARIFY SIDES OF PLANTING PIT PRIOR TO SETTING TREE.
 - REMOVE EXCESS SOIL APPLIED ON TOP OF THE ROOTBALL THAT COVERS THE ROOT FLARE. THE PLANTING HOLE DEPTH SHALL BE SUCH THAT THE ROOTBALL RESTS ON UNDISTURBED SOIL, AND THE ROOT FLARE IS 3"-5" ABOVE FINISH GRADE.
 - CUT OFF BOTTOM 1/3 OF WIRE BASKET BEFORE PLACING TREE IN HOLE. CUT OFF AND REMOVE REMAINDER OF BASKET AFTER TREE IS SET IN HOLE. REMOVE ALL NYLON TIES, TWINE, ROPE, AND OTHER PACKING MATERIAL. REMOVE ALL BURLAP FROM AROUND ROOTBALL.
 - TREE WRAP IS NOT TO BE USED ON ANY NEW PLANTINGS, EXCEPT IN LATE FALL PLANTING SITUATIONS, AND ONLY THEN AFTER CONSULTATION WITH THE LANDSCAPE ARCHITECT. WHEN WRAPPING TREE, WRAP FROM TRUNK FLARE TO LOWEST MAJOR BRANCH.
 - REMOVE ALL NURSERY STAKES AFTER PLANTING.
 - FOR TREES OVER 3" CALIPER, USE THREE STAKES OR DEADMAN (AS APPROPRIATE), SPACED EVENLY AROUND TREE. DO NOT ALLOW AIR POCKETS TO FORM WHEN BACKFILLING.
- NOTES:
- SCARIFY SIDES OF PLANTING PIT PRIOR TO SETTING TREE.
 - REMOVE EXCESS SOIL APPLIED ON TOP OF THE ROOTBALL THAT COVERS THE ROOT FLARE. THE PLANTING HOLE DEPTH SHALL BE SUCH THAT THE ROOTBALL RESTS ON UNDISTURBED SOIL, AND THE ROOT FLARE IS 3"-5" ABOVE FINISH GRADE.
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Landscape Schedule						
USE	SYMBOL	COMMON NAME <i>Botanical Name</i>	SIZE/ HEIGHT/SPREAD	WATER USE	QUANTITIES	COMMENTS
SHRUBS	○	BLUE MIST SPIREA "DARK KNIGHT" <i>Caryopteris clandonensis</i>	24" x 36" HT MIN 5 GAL.	L	176	SEE LANDSCAPE PLAN AND ASSOCIATED DETAILS FOR LANDSCAPE BED LOCATIONS AND SHRUB SPACING
	○	ARCADIA JUNIPER <i>Juniperus sabina 'Arcadia'</i>	24" x 48" HT MIN 5 GAL.	VL	82	
	○	PAWNEE BUTTES SAND CHERRY <i>Prunus besseyi 'Pawnee Buttes'</i>	72" x 18" HT MIN 5 GAL.	VL	56	
	○	RUSSIAN SAGE <i>Perovskia atriplicifolia</i>	48" x 48" HT MIN 5 GAL.	VL	23	
GRASSES	⊙	FEATHER REED GRASS <i>Calamagrostis acutiflora 'Karl Foerster'</i>	24" x 60" HT MIN 1 GAL.	L	248	SEE LANDSCAPE PLAN AND ASSOCIATED DETAILS FOR TREE PLACEMENT, AND PLANTING SPECIFICATIONS
	⊙	BLUE AVENA <i>Helictotrichon sempervirens</i>	30" x 30" HT MIN 1 GAL.	VL	32	
FRONTAGE TREES	⊙	ZELKOVA - VILLAGE GREEN <i>Zelkova Serrata</i>	2" CALIPER 30'x40'	M	10	CONTRACTOR TO VERIFY TREE TYPE, LOCATION, SIZE, HEIGHT, AND SPREAD WITH QT REPRESENTATIVE PRIOR TO INSTALLATION
	⊙	ARISTOCRAT PEAR <i>Pyrus calleryana (PYCA)</i>	2" CALIPER 12'x15'	M	12	
	⊙	BLACK HILLS SPRUCE <i>Picea glauca 'Densata' (PIGL)</i>	6' MINIMUM HT. 10'x20'	M	3	
SCREENING TREES	⊙	PINYON PINE <i>Pinus edulis (PIED)</i>	6' MINIMUM HT. 15'x25'	M	0	
	⊙	FESCUE SOD RTF (RHIZOMATOUS TALL FESCUE)		M	17,496 S.F.	
MSC	⊙	LOWLAND SEED		L	53,021 S.F.	
	⊙	3/4" BUTTER ROCK MULCH WITH WOOD MULCH RING AROUND ALL PLANT MATERIAL. SEE PLANTING NOTES & DETAILS		N/A	18,235 S.F.	
	N/A	STEEL EDGER (BLACK STEEL EDGING SEE LANDSCAPE NOTES)		N/A	1,183 L.F.	

LANDSCAPE GUARANTEE AND MAINTENANCE

- THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL TREES, SHRUBS, PERENNIALS, SOD, SEEDS AREAS, AND IRRIGATION SYSTEMS FOR A PERIOD OF ONE YEAR FROM THE DATE OF THE OWNER'S ACCEPTANCE. THE CONTRACTOR SHALL SETTLE, AT HIS OWN EXPENSE, ANY PLANTS WHICH DIE IN THAT TIME, OR REPAIR ANY PORTIONS OF THE IRRIGATION SYSTEM WHICH OPERATE IMPROPERLY.
- THE LANDSCAPE CONTRACTOR SHALL MAINTAIN THE LANDSCAPE IN A NEAT, CLEAN, AND HEALTHY CONDITION FOR A PERIOD OF 90 DAYS. THIS SHALL INCLUDE PROPER PRUNING, MOWING AND AERATION OF LAWNS, WEEDING, REPLACEMENT OF MULCH, REMOVAL OF LITTER, AND THE APPROPRIATE WATERING OF ALL PLANTINGS. IRRIGATION SHALL BE MAINTAINED IN PROPER WORKING ORDER, WITH SCHEDULING ADJUSTMENTS BY SEASON AND TO MAXIMIZE WATER CONSERVATION. IF SITE DRIES DURING WINTER, TO AVOID FREEZE DAMAGE ON PLANTINGS, THE 90 DAYS SHOULD BEGIN AFTER ACCEPTANCE OF THE WORK.
- DURING THE LANDSCAPE MAINTENANCE PERIOD, THE LANDSCAPE CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE AWAY FROM STRUCTURES IN ALL LANDSCAPE AREAS AT THE MINIMUM SLOPE SPECIFIED IN THE GEOTECHNICAL REPORT. LANDSCAPE AREAS WHICH SETTLE AND CREATE THE POTENTIAL FOR PONDING SHALL BE REPAIRED TO ELIMINATE PONDING POTENTIAL AND BLEND IN WITH THE SURROUNDING GRADES. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GEOTECHNICAL REPORT, THE GRADING PLANS, THESE NOTES, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT AND OWNER.

UTILITY NOTES

- THE LANDSCAPE CONTRACTOR IS REQUIRED TO CONTACT THE COUNTY PUBLIC WORKS DEPARTMENT, AND ANY OTHER PUBLIC OR PRIVATE AGENCY NECESSARY FOR UTILITY LOCATION PRIOR TO ANY CONSTRUCTION.
- THIS DRAWING IS A PART OF A COMPLETE SET OF BID DOCUMENTS, SPECIFICATIONS, ADDITIONAL DRAWINGS, AND EXHIBITS. UNDER NO CIRCUMSTANCES SHOULD THESE PLANS BE USED FOR CONSTRUCTION PURPOSES WITHOUT EXAMINING ACTUAL LOCATIONS OF UTILITIES ON SITE, AND REVIEWING ALL RELATED DOCUMENTS.
- THE LOCATION OF THE ALL UNDERGROUND UTILITIES ARE LOCATED ON THE ENGINEERING DRAWINGS FOR THIS PROJECT. THE MOST CURRENT REVISION IS HERE IN MADE PART OF THIS DOCUMENT. UNDERGROUND UTILITIES EXIST THROUGHOUT THIS SITE AND MUST BE LOCATED PRIOR TO ANY CONSTRUCTION ACTIVITY. WHERE UNDERGROUND UTILITIES EXIST, FIELD ADJUSTMENT MAY BE NECESSARY AND MUST BE APPROVED BY A REPRESENTATIVE OF THE OWNER. NEITHER THE OWNER NOR THE LANDSCAPE ARCHITECT ASSUMES ANY RESPONSIBILITY WHATSOEVER, IN RESPECT TO THE CONTRACTOR'S ACCURACY IN LOCATING THE INDICATED PLANT MATERIAL, AND UNDER NO CIRCUMSTANCES SHOULD THESE PLANS BE USED WITHOUT REFERENCING THE ABOVE MENTIONED DOCUMENTS.

SEED NOTES

- ALL SEED MIXES AVAILABLE THROUGH:
BEAUTY BEYOND BELIEF MIDFLOWER SEED
6595 ODELL PLACE, UNIT C
BOULDER, CO
(303)-530-1222
- HIGH PLAINS/FOOTHILLS WET MEADOW SEED MIX
- ALL SEED APPLICATIONS SHALL BE DRILL SEEDED, WITH HYDROSLURRY APPLIED OVER THE SEED BED AFTER SEEDING. THE SLURRY MIX SHALL CONTAIN THE FOLLOWING:

LBS./1,000 SF
WOOD FIBER MULCH 46
15-15-15 ORGANIC FERTILIZER 9
ORGANIC BINDER 4

SEED ESTABLISHMENT NOTES

- THE LANDSCAPE CONTRACTOR SHALL SEED ALL NATIVE SEED AREAS AS SOON AS POSSIBLE AFTER COMPLETION OF GRADING OPERATIONS. SOIL PREPARATION MEASURES IN AREAS TO BE SEEDDED SHALL BE COMPLETED PRIOR TO SEEDING.
- FOR PROPER ESTABLISHMENT, SEED SHALL BE INSTALLED WHEN AT LEAST THREE MONTHS REMAIN IN THE GROWING SEASON. IF LESS THAN THREE MONTHS REMAIN IN THE GROWING SEASON AT THE TIME OF SEEDING, THE LANDSCAPE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE LANDSCAPE ARCHITECT AND OWNER. THE IRRIGATION SYSTEM FOR SEEDDED AREAS SHALL BE FULLY OPERATIONAL AT THE TIME OF SEEDING.
- THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ADDITIONAL CORRECTIVE MEASURES, AT HIS OWN COST, TO SATISFY ESTABLISHMENT REQUIREMENTS AND ENSURE TIMELY CLOSURE. THESE MEASURES MAY INCLUDE, AT THE OWNER'S OPTION, RESEEDING OF SPARSELY GERMINATED AREAS AND/OR INSTALLATION OF SOD IN ALL SEEDDED AREAS.

PROJECT NO.: 021004208

Galloway

5500 Greenwood Plaza Blvd, Suite 200
Greenwood Village, CO 80111
303.770.8884
GallowayUS.com

QuikTrip No. 4208

SITE PLAN WITH CONDITIONAL USE
NWC 168th & I-76 FRONTAGE LOCHBUIE, CO

QT

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PROTOTYPE: P-106 (5/19/21)
DIVISION: 83
VERSION: 001
DESIGNED BY: ACJ
DRAWN BY: ACJ
REVIEWED BY: JRR

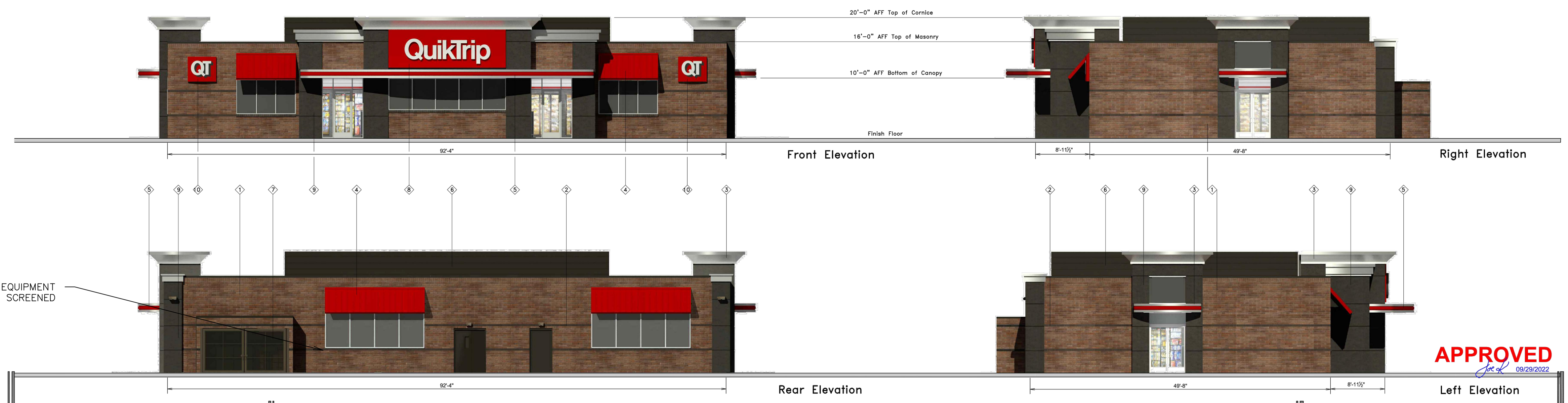
REV	DATE	DESCRIPTION	ISSUED BY
1	1/27/23	1ST SITE PLAN SUBMITTAL	
2	1/27/23	2ND SITE PLAN SUBMITTAL	
3	1/16/23	3RD SITE PLAN SUBMITTAL	
4	1/16/23	4TH SITE PLAN SUBMITTAL	
5	1/16/23	5TH SITE PLAN SUBMITTAL	

ORIGINAL ISSUE DATE: 8/17/2021

SHEET TITLE:
LANDSCAPE DETAILS

SHEET NUMBER:
13

FILE LOCATION: H:\QuikTrip\QKT004208-Lochbuie, CO\CADD\3-Plan\DETAILS MISC. SITE.dwg TAB NAME: Site Plan Set (Building Elevations) USER: duncann, Rjdy SWED: 2/22/2023 10:04 AM PLOTTED: 7/31/2023 1:52 PM



<p>QuikTrip 4705 South 129th East Ave. Tulso, OK 74134-7008 P.O. Box 3475 Tulso, OK 74101-3475 (918) 615-7700</p>	Store #	4208	G3S Building Elevations	Address:	168th & I-76 Frontage	City, State:	Lochbuie, CO
	Serial #	83-4208-G3S	Scale:	1/8"=1'-0"	Issue Date:	09.27.22	Drawn By:

REV	DATE	DESCRIPTION
1	12/27/21	2ND SITE PLAN SUBMITTAL
2	1/19/22	3RD SITE PLAN SUBMITTAL
3	4/17/22	4TH SITE PLAN SUBMITTAL
4	6/17/22	5TH SITE PLAN SUBMITTAL
5	11/24/22	5TH SITE PLAN SUBMITTAL

NO	FINISH	MANUFACTURER	SPECIFICATION
1	BROWNSTONE	INTERSTATE BRICK	ATLAS STRUCTURAL BRICK
2	MIDNIGHT	INTERSTATE BRICK	ATLAS STRUCTURAL BRICK
3	BURNISHED ALUMINUM	DELTA	PASCO
4	QT RED	SHERWIN WILLIAMS	STANDING SEAM AVINING
5	DEEP PULVCRBONATE	ALLEN INDUSTRIES	ILLUMINATED BAND
6	QT BROWN	SHERWIN WILLIAMS	METAL PAINT
7	BLACK	ALLEN INDUSTRIES	HOLLOW CORE MESH
8	CL-GR	ALLEN INDUSTRIES	SIGNAGE
9	GRANITE	STED	KNOX ELS
10	DB-20	ALLEN INDUSTRIES	ILLUMINATED SIGNAGE

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PROJECT NO.: QKT004208

Galloway
5500 Greenwood Plaza Blvd, Suite 200
Greenwood Village, CO 80111
303.770.8884
GallowayUS.com

QuikTrip No. 4208
SITE PLAN WITH CONDITIONAL USE
NWC 168th & I-76 FRONTAGE LOCHBUIE, CO

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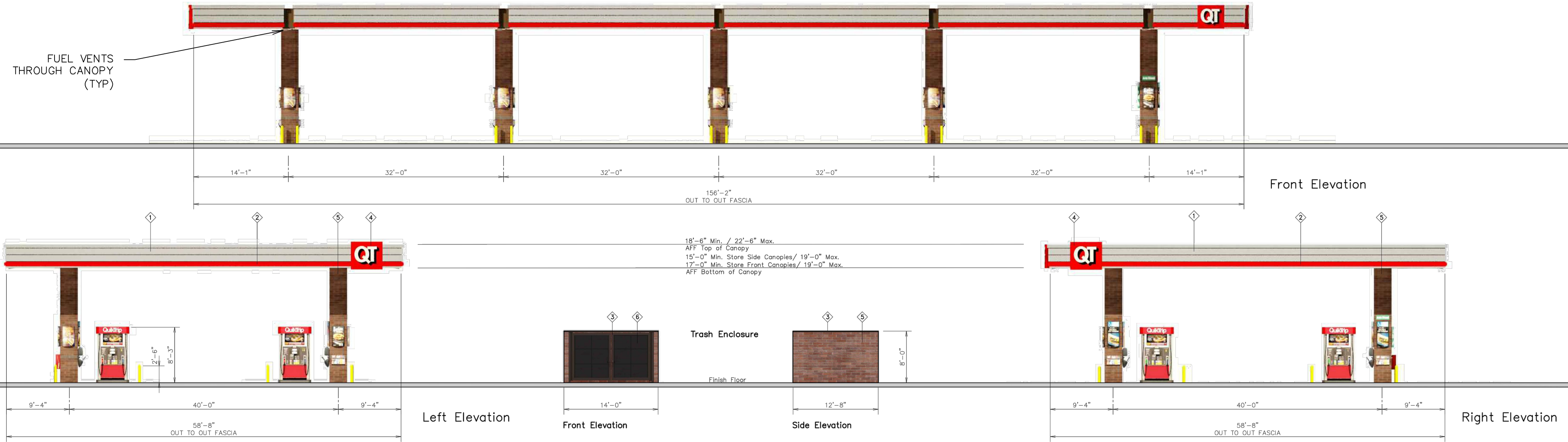
PROTOTYPE: P-106 (5/19/21)
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ORIGINAL ISSUE DATE: 8/17/2021

SHEET TITLE:
BUILDING ELEVATIONS

SHEET NUMBER:
14

FILE LOCATION: H:\QuikTrip\QKT004208-Lochbuie, CO\CADD\2_Plan\DETAILS\MISC_SITING\TAB NAME: Site Plan Set (Canopy Elevations) USER: Duncun_Roy SAVED: 2/22/2023 10:04 AM PLOTTED: 7/31/2023 1:52 PM



<p>QuikTrip 4705 South 129th East Ave. Tulsa, OK 74134-7008 P.O. Box 3475 Tulsa, OK 74101-3475 (918) 615-7700</p>	Store #	Address:	City, State:
	4208 Double Stack 10 Canopy Elevations	168th & I-76 Frontage	Lochbuie, CO
Serial #	Scale:	Issue Date:	Drawn By:
83-4208-DS10	1/8" = 1'-0"	03.16.21	JK
		Rev/Notes:	

FINISH	MANUFACTURER	SPECIFICATION
1. BRUSHED ALUMINUM	UNION	CANOPY
2. RED POLYCARBONATE	ALLEN INDUSTRIES	ILLUMINATED BAND
3. POLYURETHANE	ALLEN INDUSTRIES	MARK PAINT
4. POLYURETHANE	ALLEN INDUSTRIES	ILLUMINATED SIGNAGE
5. BROWNSTONE	ALLEN INDUSTRIES	FLYK SIGN/STANDARD BRICK
6. BRICK	ALLEN INDUSTRIES	24" X 24" X 8" WEST

PROJECT NO.: QKT004208

Galloway
5500 Greenwood Plaza Blvd, Suite 200
Greenwood Village, CO 80111
303.770.8884
GallowayUS.com

QuikTrip No. 4208
SITE PLAN WITH CONDITIONAL USE
NWC 168th & I-76 FRONTAGE LOCHBUIE, CO

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REV	DATE	DESCRIPTION	DATE	DESCRIPTION
1	1/17/2023	2ND SITE PLAN SUBMITTAL		
2	1/17/2023	3RD SITE PLAN SUBMITTAL		
4	6/17/2023	4TH SITE PLAN SUBMITTAL		
5	7/17/2023	5TH SITE PLAN SUBMITTAL		

ORIGINAL ISSUE DATE: 8/17/2021

SHEET TITLE:
CANOPY ELEVATIONS

SHEET NUMBER:
15

Colorado Community Media
750 W. Hampden Ave. Suite 225
Englewood, CO 80110

Public Notice

**TOWN OF LOCHBUIE
NOTICE OF PUBLIC HEARING
TO CONSIDER A RESOLUTION APPROVING
A CONDITIONAL USE PERMIT TO OPERATE
A GAS STATION AT 17731 COUNTY ROAD 2**

The Board of Trustees will hold a public hearing at a Board of Trustees meeting on Tuesday, January 16, 2024 at 6:30 p.m. at Town Hall at 703 Weld County Road 37, Lochbuie, CO. The purpose of the public hearing will be to consider a Resolution approving a conditional use permit for the operation of a convenience store with a motor vehicle fueling/gasoline station as provided under the Lochbuie Land Use Regulations on property addressed as 17731 County Road 2 and described as Lot 1 Highplains Filing No. 1, Weld County, State of Colorado. The public is encouraged to attend and participate.

Copies of the Resolution are available for inspection and review at the Town Hall. Further information about the Resolution and the proposed conditional use may be obtained by calling the Town at 303-990-5773

Legal Notice No. BSB2902
First Publication: December 28, 2023
Last Publication: December 28, 2023
Publisher: Brighton Standard Blade

**AFFIDAVIT OF
PUBLICATION**

State of Colorado }
County of Adams } ss

This Affidavit of Publication for the Brighton Standard Blade, a weekly newspaper, printed and published for the County of Adams, State of Colorado, hereby certifies that the attached legal notice was published in said newspaper once in each week, for 1 successive week(s), the last of which publication was made 12/28/2023, and that copies of each number of said paper in which said Public Notice was published were delivered by carriers or transmitted by mail to each of the subscribers of said paper, according to their accustomed mode of business in this office.



For the Brighton Standard Blade

State of Colorado }
County of Adams } ss

The above Affidavit and Certificate of Publication was subscribed and sworn to before me by the above named Linda Shapley, publisher of said newspaper, who is personally known to me to be the identical person in the above certificate on 12/28/2023. Linda Shapley has verified to me that she has adopted an electronic signature to function as her signature on this document.



Carla Bethke
Notary Public
My commission ends April 11, 2026

CARLA BETHKE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20004025550
MY COMMISSION EXPIRES APRIL 11, 2026

AGENDA ITEM SUMMARY

MEETING DATE: February 6, 2024

SUBJECT: Resolution 2024-15 selecting a contractor from amongst bidders for the construction of an elevated two-million gallon water tank and authorizing the town administrator to execute an agreement for such construction contingent on final funding approval.

PRESENTED BY: Chris Larmon, Public Works Director

SUMMARY / BACKGROUND

The 2017 Water Master Plan identified the need for additional water storage capacity in the Town's water delivery system. Additionally, it called for the need to provide system pressure if the high-service booster station at the water plant or the Silver Peaks booster station failed. It also noted that the current 1.25 million gallons of storage located at the water treatment facility was not adequate to meet the town's operational, fire, and emergency demands.

The construction of an Elevated Water Storage Tank (EWST) will not only create the necessary water storage to meet the current water storage needs but also provide an adequate supply to meet fire and emergency situations.

In 2017, the Town entered into an agreement with JVA, Inc. to begin preliminary engineering and design for an EWST. Unfortunately, this project stalled because the Town did not possess the land where the tank would be constructed.

In September 2022, the Board of Trustees authorized an agreement with JVA to complete the efforts that began in 2017. The scope of this agreement was for JVA to complete preliminary engineering and design, site planning, Colorado Department of Health and Environment (CDPHE) permitting, assistance with securing funding, and bidding services.

JVA issued an Advertisement for Bids and related Bid documents from qualified firms on December 5, 2023. Bids were received until 3 pm on December 21, 2023. JVA received three bid bids. After completing due diligence and a thorough review of each received bid, staff recommend the Board award this project to Landmark Structures I, LP contingent on the State Revolving Fund (SRF) loan being fully approved, and the funding being made available to the Town. JVA has provided an engineering recommendation that supports staff's recommendation.

Although Landmark Structures was not the lowest bidder, they are recommended as the bidder that best meets all requirements and experience qualifications for this project.

FINANCIAL CONSIDERATIONS

Company Name	Base Bid Amount
Landmark Structures I, LP	\$9,435,000 (+0.68% over lowest \$63,407)
Phoenix Fabricators and Erectors	\$9,371,563 (lowest)
Phoenix Industries	\$10,219,730.43(+9.05% over lowest \$848,167.43)

The table above shows the bid amount and differences between each.

The Town has already identified the \$1.8 million received from the State and Local Fiscal Recovery Funds (SLFRF), authorized by the American Rescue Plan Act of 2021, to partially fund this project. The remainder of the cost will be funded through an \$8 million-dollar SRF loan.

Staff also recommends the Board authorize a 10% contingency in the amount of \$943,500 for a total project cost of \$10,378,500.

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends the following motion:

- 1) "I move to approve Resolution No. 2024-15, selecting a contractor from amongst bidders for the construction of an elevated two-million gallon water tank and authorizing the town administrator to execute an agreement for such construction contingent on final funding approval"

ATTACHMENTS

1. Resolution No. 2024-15 – A resolution of the Board of Trustees of the Town of Lochbuie, Colorado, selecting a contractor from amongst bidders for the construction of an elevated two-million-gallon water tank and authorizing the town administrator to execute an agreement for such construction contingent on final funding approval.
2. JVA Engineering Recommendation
3. Landmark Bid Proposal

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

RESOLUTION NO. 2024-15

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF LOCHBUIE, COLORADO, SELECTING A CONTRACTOR FROM AMONGST BIDDERS FOR CONSTRUCTION OF AN ELEVATED TWO MILLION GALLON WATER TANK AND AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE AN AGREEMENT FOR SUCH CONSTRUCTION CONTINGENT ON FINAL FUNDING APPROVAL

WHEREAS, the Town of Lochbuie, by and through its water utility enterprise, owns and operates a water utility and is constructing an elevated water storage tank within the Town as contemplated by the 2017 Water System Master Plan (“Tank”); and

WHEREAS, the cost of construction of the Tank is to be partially funded by loan proceeds from a loan through the State Revolving Fund (SRF) program, final approval of which the Town has not yet received; and

WHEREAS, in 2023, the Town, through JVA, Inc., the contract engineering project manager for the Tank project, issued Bidding Documents (“Solicitation”) for the defined Work (as such term is defined in the Solicitation) for the construction of the Tank; and

WHEREAS, from the bids received timely received in response to the Solicitation, JVA performed a technical review and made a recommendation to the Town of a Successful Bidder to enter into the Contract Documents with for construction of the Tank; and

WHEREAS, the Town Board of Trustees desires to approve selection of the Successful Bidder (as such term is defined in the Solicitation) and authorize the issuance of an Award of Contract to such Successful Bidder and authorize the Town Administrator to execute on behalf of the Town the Agreement and Contract Documents with such Successful Bidder *contingent* on the SRF loan being finally approved and the funding being made available to the Town.

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) approves the selection of Landmark Structures I, LP as Successful Bidder, and (c) authorizes the Town Administrator to execute on behalf of the Town the Agreement Between Owner and Contractor for Construction Contract (Stipulated Price) in the form included in the Solicitation and all related documents in an amount not to exceed \$10,378,500 *contingent* on the SRF loan being finally approved and the funding being made available to the Town and such other related documents as needed to award a construction contract for the Tank.

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

ADOPTED THIS 6TH DAY OF FEBRUARY, 2024.

TOWN OF LOCHBUIE, COLORADO

ATTEST:

Michael Mahoney, Mayor

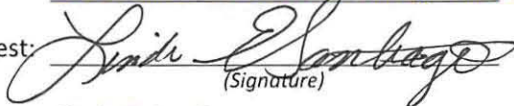
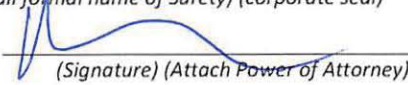

By: _____
Heather Bowen, Town Clerk

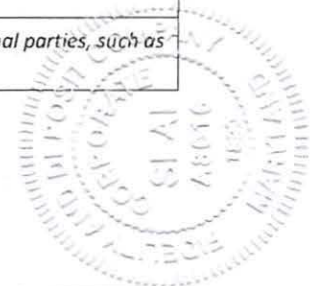
****BID ENCLOSED****

**Project Name: Town of Lochbuie Elevated
Water Storage Tank**

**Town of Lochbuie
Lochbuie Town Hall
703 Weld County Road 37
Lochbuie, Colorado 80603**

SECTION 00430
BID BOND (PENAL SUM FORM)

Bidder Name: Landmark Structures I, LP Address (principal place of business): 1665 Harmon Road Fort Worth, Texas 76177	Surety Name: Fidelity and Deposit Company of Maryland Address (principal place of business): % Zurich, 1299 Zurich Way, 5th Floor Schaumburg, IL 60196-1056
Owner Name: Town of Lochbuie Address (principal place of business): 703 Weld County Road 37, Lochbuie, CO 80603	Bid Project (name and location): Town of Lochbuie Elevated Water Storage Tank, Lochbuie, Colorado Bid Due Date: December 21, 2023 at 3:00pm
Bond Bid Bond Number: 7199966 Penal Sum: Ten Percent of Bidder's Maximum Price (10%) Date of Bond: December 21, 2023	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Landmark Structures I, LP <small>(Full formal name of Bidder)</small> By:  <small>(Signature)</small> Name: Christopher Lamon <small>(Printed or typed)</small> Title: CEO of Landmark Structures Management LLC Attest:  <small>(Signature)</small> Name: Linda E. Santiago <small>(Printed or typed)</small> Title: Pre-Construction Coordinator	Surety Fidelity and Deposit Company of Maryland <small>(Full formal name of Surety) (corporate seal)</small> By:  <small>(Signature) (Attach Power of Attorney)</small> Name: Michelle Anne McMahon <small>(Printed or typed)</small> Title: Attorney-In-Fact Attest:  <small>(Signature)</small> Name: Ally Nardini <small>(Printed or typed)</small> Title: Witness-To-Surety
<small>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</small>	



This Written Consent is applicable to all corporate signatures provided within

**WRITTEN CONSENT
OF
THE GENERAL PARTNER
OF
LANDMARK STRUCTURES I, LP**

April 30, 2022

Pursuant to the provisions of the Delaware Revised Uniform Limited Partnership Act, the undersigned, being the general partner (the "General Partner") of Landmark Structures I, LP, a Delaware limited partnership (the "Partnership"), does hereby consent to, adopt, approve and authorize the following resolutions and each and every action effected thereby:

WHEREAS, the General Partner is authorized under the Amended and Restated Limited Partnership Agreement of Landmark Structures I, LP, dated April 12, 2022, to manage the business and affairs of the Partnership and execute and deliver any document on behalf of the Partnership; and

WHEREAS, Christopher Lamon and William Fields (each, an "Officer" and together, the "Officers") have been appointed as Chief Executive Officer and Chief Financial Officer of the General Partner, respectively, and have been authorized and empowered to take all such further actions, including, but not limited to, (a) the execution of such agreements, amendments, supplements, reports, documents, instruments, applications, forms, notes or certificates currently unknown but which may be required, (b) the execution of such changes and additions to any agreements, amendments, supplements, reports, documents, instruments, applications, forms, notes or certificates currently existing, (c) the delivery and filing (if applicable) of any of the foregoing on behalf of the General Partner.

WHEREAS, for the avoidance of doubt, the General Partner wishes to confirm authority to each of the Officers to take such action without the necessity of the joinder of the other in submitting bids and negotiating contracts and entering into contracts on behalf of Landmark Structures I, LP.

NOW, THEREFORE, BE IT RESOLVED, that for the avoidance of doubt, the Officers be, and each hereby is, authorized, empowered, and directed, for and on behalf of the General Partner, to execute and deliver any and all documents or instruments, perform all acts, do all things, and pay or cause to be paid all liabilities, expenses, and costs as may be by any of them deemed necessary, appropriate, or advisable in order to carry out the purposes of the Partnership;

FURTHER RESOLVED, for the avoidance of doubt, the Officers acting without the joinder of the other, are authorized as follows:

- :
- (a) To submit bids and/or to negotiate contracts and/or to enter into contracts for an on behalf of Landmark Structures I, LP; and
 - (b) To execute and deliver such documents and to take such actions as he considers necessary or advisable to give effect to this resolutions and the transactions provided for herein.

FURTHER RESOLVED, that all actions of the Officers, taken on behalf of the Partnership, prior to the date hereof that would have been authorized by these resolutions but for the fact that such actions were taken prior to the date hereof, be, and hereby are, approved, authorized, adopted, ratified, and confirmed in all respects as the actions of the Partnership.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned, being the General Partner of the Partnership, has executed this written consent and made it to be effective as of the date written above.

GENERAL PARTNER:

LANDMARK STRUCTURES MANAGEMENT LLC

By: 
Name: Christopher Lamon
Title: Chief Executive Officer

[SIGNATURE PAGE TO WRITTEN CONSENT OF LANDMARK STRUCTURES I, LP]

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Kathryn PRYOR, Richard HACKNER, Jonathan GLEASON, Doritza MOJICA, Joshua SANFORD, Nicholas MILLER, Jennifer GODERE, Gentry STEWART, Michelle Anne MCMAHON, Sarah MURTHA, Connor WOLPERT, Amanda P. D ANGELO of Hartford, Connecticut, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 08th day of November, A.D. 2023.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 8th day of November, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 21st day of December, 2023.



Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

SECTION 00410

BID FORM

**TOWN OF LOCHBUIE , COLORADO
TOWN OF LOCHBUIE ELEVATED WATER STORAGE TANK**

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **Town of Lochbuie, Lochbuie Town Hall at 703 Weld County Road 37, Lochbuie, CO 80603**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. List of Proposed Subcontractors, including Earthwork;
 - C. List of Proposed Suppliers;
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - E. Contractor’s license number as evidence of Bidder’s State Contractor’s License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - F. Required Bidder Qualification Statement with supporting data; and

ARTICLE 3—BASIS OF BID—LUMP SUM BID

- 3.01 *Lump Sum Bids*
 - A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:
 - 1. Lump Sum Price (Single Lump Sum)

Lump Sum Bid Price	\$ 9,435,000
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ARTICLE 4—BASIS OF BID—COST-PLUS FEE

DELETED

ARTICLE 5—PRICE-PLUS-TIME BID

DELETED

ARTICLE 6—TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

7.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	December 15, 2023
2	December 20, 2023

ARTICLE 8—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

8.01 *Bidder’s Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

8.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.

4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Landmark Structures I, LP

(typed or printed name of organization)

By:



(individual's signature)

Name: Christopher Lamon

(typed or printed)

Title: CEO of Landmark Structures Management LLC

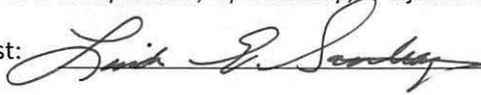
(typed or printed)

Date: December 21, 2023

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:



(individual's signature)

Name: Linda E. Santiago

(typed or printed)

Title: Pre-Construction Coordinator

(typed or printed)

Date: December 21, 2023

(typed or printed)

Address for giving notices:

1665 Harmon Road

Fort Worth, Texas 76177

Bidder's Contact:

Name: Linda E. Santiago

(typed or printed)

Title: Pre-Construction Coordinator

(typed or printed)

Phone: (817) 439-8888

Email: estimating@teamlanmark.com

Address:

Landmark Structures I, LP

1665 Harmon Road

Fort Worth, Texas 76177

Bidder's Contractor License No.: (if applicable) N/A

This Written Consent is applicable to all corporate signatures provided within

**WRITTEN CONSENT
OF
THE GENERAL PARTNER
OF
LANDMARK STRUCTURES I, LP**

April 30, 2022

Pursuant to the provisions of the Delaware Revised Uniform Limited Partnership Act, the undersigned, being the general partner (the “General Partner”) of Landmark Structures I, LP, a Delaware limited partnership (the “Partnership”), does hereby consent to, adopt, approve and authorize the following resolutions and each and every action effected thereby:

WHEREAS, the General Partner is authorized under the Amended and Restated Limited Partnership Agreement of Landmark Structures I, LP, dated April 12, 2022, to manage the business and affairs of the Partnership and execute and deliver any document on behalf of the Partnership; and

WHEREAS, Christopher Lamon and William Fields (each, an “Officer” and together, the “Officers”) have been appointed as Chief Executive Officer and Chief Financial Officer of the General Partner, respectively, and have been authorized and empowered to take all such further actions, including, but not limited to, (a) the execution of such agreements, amendments, supplements, reports, documents, instruments, applications, forms, notes or certificates currently unknown but which may be required, (b) the execution of such changes and additions to any agreements, amendments, supplements, reports, documents, instruments, applications, forms, notes or certificates currently existing, (c) the delivery and filing (if applicable) of any of the foregoing on behalf of the General Partner.

WHEREAS, for the avoidance of doubt, the General Partner wishes to confirm authority to each of the Officers to take such action without the necessity of the joinder of the other in submitting bids and negotiating contracts and entering into contracts on behalf of Landmark Structures I, LP.

NOW, THEREFORE, BE IT RESOLVED, that for the avoidance of doubt, the Officers be, and each hereby is, authorized, empowered, and directed, for and on behalf of the General Partner, to execute and deliver any and all documents or instruments, perform all acts, do all things, and pay or cause to be paid all liabilities, expenses, and costs as may be by any of them deemed necessary, appropriate, or advisable in order to carry out the purposes of the Partnership;

FURTHER RESOLVED, for the avoidance of doubt, the Officers acting without the joinder of the other, are authorized as follows:

- (a) To submit bids and/or to negotiate contracts and/or to enter into contracts for an on behalf of Landmark Structures I, LP; and
- (b) To execute and deliver such documents and to take such actions as he considers necessary or advisable to give effect to this resolutions and the transactions provided for herein.

FURTHER RESOLVED, that all actions of the Officers, taken on behalf of the Partnership, prior to the date hereof that would have been authorized by these resolutions but for the fact that such actions were taken prior to the date hereof, be, and hereby are, approved, authorized, adopted, ratified, and confirmed in all respects as the actions of the Partnership.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned, being the General Partner of the Partnership, has executed this written consent and made it to be effective as of the date written above.

GENERAL PARTNER:

LANDMARK STRUCTURES MANAGEMENT LLC

By: 
Name: Christopher Lamon
Title: Chief Executive Officer

[SIGNATURE PAGE TO WRITTEN CONSENT OF LANDMARK STRUCTURES I, LP]

SECTION 00451

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:		Landmark Structures I, LP	
Corporate Office 1665 Harmon Road, Fort Worth, Texas 76177			
Name:	Christopher Lamon	Phone number:	817.439.8888
Title:	CEO of Landmark Structures Management LLC	Email address:	estimating@teamlandmark.com
Business address of corporate office:		1665 Harmon Road	
		Fort Worth, Texas 76177	
Local Office 1665 Harmon Road, Fort Worth, Texas 76177			
Name:	Christopher Lamon	Phone number:	817.439.8888
Title:	CEO of Landmark Structures Management LLC	Email address:	estimating@teamlandmark.com
Business address of local office:		1665 Harmon Road	
		Fort Worth, Texas 76177	

1.02 Provide information on the Business’s organizational structure:

a Limited

Form of Business:	<input type="checkbox"/> Sole Proprietorship <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Corporation		
<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:			
	1. General Partner: Landmark Structures Management LLC		
	2. Limited Partner: Icon Borrower LP		
	3.		
Provide a separate Qualification Statement for each Joint Venturer. N/A			
Date Business was formed:	7/1/2000	State in which Business was formed:	Texas
Is this Business authorized to operate in the Project location?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business: **None**

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	

Address:	
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1.04 Provide information regarding the Business’s officers, partners, and limits of authority.

Name:	Christopher Lamon	Title:	CEO of Landmark Structures Management LLC
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ Unlimited
Name:	William O. Fields, Jr.	Title:	CFO Landmark Structures Management LLC, GP
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ Unlimited
Name:	N/A	Title:	N/A
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ N/A
Name:	N/A	Title:	N/A

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:	N/A		
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business’s Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
<input type="checkbox"/> Disadvantaged Business Enterprise		
<input type="checkbox"/> Minority Business Enterprise		
<input type="checkbox"/> Woman-Owned Business Enterprise		
<input type="checkbox"/> Small Business Enterprise		
<input type="checkbox"/> Disabled Business Enterprise		
<input type="checkbox"/> Veteran-Owned Business Enterprise		
<input type="checkbox"/> Service-Disabled Veteran-Owned Business		
<input type="checkbox"/> HUBZone Business (Historically Underutilized) Business		
<input checked="" type="checkbox"/> Other		

None

ARTICLE 4—SAFETY

4.01 Provide information regarding Business’s safety organization and safety performance.

Name of Business’s Safety Officer:	Tim Fetters	
Safety Certifications	Please See Attached Key Personnel Resume for Tim Fetters	
Certification Name	Issuing Agency	Expiration

4.02 Provide Worker’s Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2022			2021			2020		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
Landmark Structures I, LP	*	0	492,298	1.22	1.70	474,989	1.02	1.07	596,946

*Under review, please see attached EMR Explanation Letter

ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business’s financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:	Truist Bank	
Business address:	1201 Church Street Colleyville, Texas 76034	
Date of Business’s most recent financial statement:	12/31/22	<input checked="" type="checkbox"/> Attached
Date of Business’s most recent audited financial statement:	12/31/22	<input checked="" type="checkbox"/> Attached
Financial indicators from the most recent financial statement		
Contractor’s Current Ratio (Current Assets ÷ Current Liabilities)	1.38	
Contractor’s Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)	0.97	

ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Fidelity and Deposit Company of Maryland		
Surety is a corporation organized and existing under the laws of the state of:	Texas		
Is surety authorized to provide surety bonds in the Project location?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Is surety listed in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Mailing Address (principal place of business):	Fidelity and Deposit Company of Maryland		
	c/o ZURIC1299 Zurich Way, 5th Floor		
	Schaumburg, IL 60196-1056		
Physical Address (principal place of business):	3910 Keswick Road		
	Baltimore, MD 21211		
Phone (main):	847.605.6000	Phone (claims):	800.654.5155 x 1

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business’s insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):		
Insurance Provider	Type of Policy (Coverage Provided)	
Hartford Underwriters Ins. Co. Hartford Ins. Co. of the Midwest	General Liability Auto	
Hartford Ins. Co. of the Midwest	Worker's Comp	
Traveler's Property Casualty Co. of America	Umbrella	
XL Insurance America, Inc.	Excess	
Are providers licensed or authorized to issue policies in the Project location?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Does provider have an A.M. Best Rating of A-VII or better?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Mailing Address (principal place of business):	Hartford Casualty Insurance Company	
	One Hartford Plaza	
	Hartford, CT 06155	
Physical Address (principal place of business):	Hartford Casualty Insurance Company	
	One Hartford Plaza	
	Hartford, CT 06155	
Phone (main):	860.547.5000	Phone (claims): 800.327.3636

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.



8.02 Provide information regarding the Business’s previous contracting experience.

Years of experience with projects like the proposed project: 38			
As a general contractor:	38	As a joint venturer:	N/A
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:			
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Been barred from contracting by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Defaulted on a project or failed to complete any contract awarded to it? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Been a party to any currently pending litigation or arbitration? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Provide full details in a separate attachment if the response to any of these questions is Yes.			

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business’s experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business’s key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

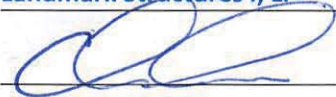
9.01 Provide the following information with the Statement of Qualifications:

- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
- B. Diverse Business Certifications if required by Paragraph 3.01.
- C. Certification of Business’s safety performance if required by Paragraph 4.02.
- D. Financial statements as required by Paragraph 5.01.

- E. Attachments providing additional information as required by Paragraph 8.02.
- F. Schedule A (Current Projects) as required by Paragraph 8.03.
- G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
- H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
- I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: Landmark Structures I, LP
(typed or printed name of organization)

By: 
(individual's signature)

Name: Christopher Lamon
(typed or printed)

Title: CEO of Landmark Structures Management LLC
(typed or printed)

Date: December 21, 2023
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 
(individual's signature)

Name: Linda E. Santiago
(typed or printed)

Title: Pre-Construction Coordinator
(typed or printed)

Address for giving notices:
Landmark Structures I, LP
1665 Harmon Road
Fort Worth, Texas 76177

Designated Representative:
Name: Christopher Lamon
(typed or printed)

Title: CEO of Landmark Structures Management LLC
(typed or printed)

Address: 1665 Harmon Road
Fort Worth, Texas 76177

Phone: (817) 439-8888

Email: estimating@teamlanmark.com

This Written Consent is applicable to all corporate signatures provided within

**WRITTEN CONSENT
OF
THE GENERAL PARTNER
OF
LANDMARK STRUCTURES I, LP**

April 30, 2022

Pursuant to the provisions of the Delaware Revised Uniform Limited Partnership Act, the undersigned, being the general partner (the "General Partner") of Landmark Structures I, LP, a Delaware limited partnership (the "Partnership"), does hereby consent to, adopt, approve and authorize the following resolutions and each and every action effected thereby:

WHEREAS, the General Partner is authorized under the Amended and Restated Limited Partnership Agreement of Landmark Structures I, LP, dated April 12, 2022, to manage the business and affairs of the Partnership and execute and deliver any document on behalf of the Partnership; and

WHEREAS, Christopher Lamon and William Fields (each, an "Officer" and together, the "Officers") have been appointed as Chief Executive Officer and Chief Financial Officer of the General Partner, respectively, and have been authorized and empowered to take all such further actions, including, but not limited to, (a) the execution of such agreements, amendments, supplements, reports, documents, instruments, applications, forms, notes or certificates currently unknown but which may be required, (b) the execution of such changes and additions to any agreements, amendments, supplements, reports, documents, instruments, applications, forms, notes or certificates currently existing, (c) the delivery and filing (if applicable) of any of the foregoing on behalf of the General Partner.

WHEREAS, for the avoidance of doubt, the General Partner wishes to confirm authority to each of the Officers to take such action without the necessity of the joinder of the other in submitting bids and negotiating contracts and entering into contracts on behalf of Landmark Structures I, LP.

NOW, THEREFORE, BE IT RESOLVED, that for the avoidance of doubt, the Officers be, and each hereby is, authorized, empowered, and directed, for and on behalf of the General Partner, to execute and deliver any and all documents or instruments, perform all acts, do all things, and pay or cause to be paid all liabilities, expenses, and costs as may be by any of them deemed necessary, appropriate, or advisable in order to carry out the purposes of the Partnership;

FURTHER RESOLVED, for the avoidance of doubt, the Officers acting without the joinder of the other, are authorized as follows:

- (a) To submit bids and/or to negotiate contracts and/or to enter into contracts for an on behalf of Landmark Structures I, LP; and
- (b) To execute and deliver such documents and to take such actions as he considers necessary or advisable to give effect to this resolutions and the transactions provided for herein.

FURTHER RESOLVED, that all actions of the Officers, taken on behalf of the Partnership, prior to the date hereof that would have been authorized by these resolutions but for the fact that such actions were taken prior to the date hereof, be, and hereby are, approved, authorized, adopted, ratified, and confirmed in all respects as the actions of the Partnership.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned, being the General Partner of the Partnership, has executed this written consent and made it to be effective as of the date written above.

GENERAL PARTNER:

LANDMARK STRUCTURES MANAGEMENT LLC

By:  _____

Name: Christopher Lamon

Title: Chief Executive Officer

[SIGNATURE PAGE TO WRITTEN CONSENT OF LANDMARK STRUCTURES I, LP]

Schedule A—Current Projects

[Please See Attached Current Experience List](#)

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization	Landmark Structures I, LP				
Project Owner	City of Dallas - Water Utilities		Project Name	Dallas - Cypress Waters	
General Description of Project	1.5 Million Gallon Composite Elevated Tank				
Project Cost	\$4,588,600		Date Project	12/30/2019	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager		Quality Control Manager
Name	Benjie Talley	Allen Simmons	Tim Fetters		Michael Faubel
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Bill Walker	SVP - Development	Billingsly Company	972.820.2283	
Designer	James Bryan	Project Engineer	Kimley-Horn & Associates, Inc. - Dallas, TX	972.770.1300	james.bryan@kimley-horn.com
Construction Manager	N/A				

Project Owner	City of Port Arthur, Texas		Project Name	Port Arthur II - Terminal Rd. Tank	
General Description of Project	2.5 Million Gallon Composite Elevated Tank				
Project Cost	\$7,417,047		Date Project	9/18/2018	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager		Quality Control Manager
Name	Larry Leimer	Apolinar Limon	Tim Fetters		Michael Faubel
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Donald Stanton	Assistant Director of Utilities	City of Port Arthur, TX	409.983.8161	donald.standon@portarthurtx.gov
Designer	Calvin Prosen	Senior Project Manager	Arceneaux Wilson & Cole LLC	409.724.7888	calvin.prosen@awceng.com
Construction Manager	N/A				

Project Owner	City of Celina		Project Name	Celina - Southeast Sector	
General Description of Project	2.0 Million Gallon Composite Elevated Tank				
Project Cost	\$3,870,440		Date Project	12/11/2019	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager		Quality Control Manager
Name	Jesse Allevan	Apolinar Limon	Tim Fetters		Michael Faubel
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Alan Fourmentin	Director of Public Works	City of Celina	972.825.1477	afourmentin@celina-tx.gov
Designer	Aaron Redder	Project Engineer	Freese and Nichols, Inc. - Denton, TX	940.220.4340	amr@freese.com
Construction Manager	N/A				

Schedule B—Previous Experience with Similar Projects

Name of Organization	Landmark Structures I, LP				
Project Owner	City of Syracuse, UT		Project Name	Syracuse - Clearfield	
General Description of Project	3.0 Million Gallon Composite Elevated Tank				
Project Cost	\$3,616,531		Date Project	3/31/2021	
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name	Jesse Allevan	Apolinar Limon		Tim Fetters	Michael Faubel
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Robert Whiteley	Public Works Director	City of Syracuse	801.614.9682	rcw@syracuseut.com
Designer	Byrce Wilcox	Project Engineer	J-U-B Engineers, Inc. - Kaysville, UT	801.547.0393	bkw@jub.com
Construction Manager	N/A				

Project Owner	Centerton Water & Sewer Commission		Project Name	Centerton - HWY 72 W	
General Description of Project	3.0 Million Gallon Composite Elevated Tank				
Project Cost	\$4,957,000		Date Project	7/7/2020	
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name	Mike Drury	Kyle Cook		Tim Fetters	Michael Faubel
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Frank Holzkamer	Utilities Director	Centerton Water & Sewer Commission	479.795.0222	frank@cwsdonline.com
Designer	Mark Johnson	Project Engineer	Engineering Services, Inc.	479.751.8733	mjohnson@engineeringservices.com
Construction Manager	N/A				

Project Owner	Simmons Prepared Foods		Project Name	Gentry - Simmons Prepared Foods	
General Description of Project	1.5 Million Gallon Composite Elevated Tank				
Project Cost	\$2,800,000		Date Project	7/3/2021	
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name	Jesse Allevan	Robert Dockins		Tim Fetters	Michael Faubel
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Luke Wright	Sr. Director of Engineering	Simmons Prepared Foods	479.752.8090	luke.wright@simfoods.com
Designer	Chris Donnan	Project Manager	Hayter Engineering	903.785.0303	cdonnan@haytereng.com
Construction Manager	N/A				

Schedule C—Key Individuals

Please see attached Key Personnel Resumes

Project Manager			
Name of individual		Michael Pope	
Years of experience as project manager		21	
Years of experience with this organization		3	
Number of similar projects as project manager		22	
Number of similar projects in other positions		N/A	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
50th Street and Milwaukee Street 2MG CETs		30	1/2022
Topeka, KS 1 MG CET		10	6/2022
New Braunfels 1.5 CET		10	12/2021
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Dustin Pope	Name	Garret Mechlar
Title/Position	Transmission and Utilities - Southeast	Title/Position	Development Manager
Organization	Freese and Nichols	Organization	ASA Properties
Telephone	832-699-6398	Telephone	
Email	Dustin.Pope@freese.com	Email	garrett.mechlar@asaproperties.us.com
Project	.75 MG Composite Elevated Tank	Project	1.5 MG Composite Elevated Tank
Candidate's role on project	Sr. Project Manager	Candidate's role on project	Sr. Project Manager
Project Superintendent			
Name of individual		Nathan Lange	
Years of experience as project superintendent		21	
Years of experience with this organization		8	
Number of similar projects as project superintendent		50	
Number of similar projects in other positions		150	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Southmost 2.0 MG Elevated Storage Tank, Brownsville, TX		10	12/2022
Construction Services for 2.0 MG Elevated Tank, Brighton, CO		10	12/2022
JOSEY 2 -MG Elevated Storage Tank, Carrollton, TX		10	4/2023
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Aaron Lyman	Name	Jeff Taylor
Title/Position	Project Engineer	Title/Position	City Inspector
Organization	City of Prosper	Organization	Water & Wastewater Board
Telephone	972.464.4812	Telephone	256-772-5644
Email	alyman@browngay.com	Email	jeff.taylor@madisonal.gov
Project	Prosper Trail EST (2MG)	Project	Cedar Acres 2MG EST
Candidate's role on project	Superintendent	Candidate's role on project	Superintendent

Safety Manager			
Name of individual		Tim Fetters	
Years of experience as project manager		21	
Years of experience with this organization		12	
Number of similar projects as project manager		1000	
Number of similar projects in other positions		N/A	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
On call for all Landmark projects.			
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Dan Vucich	Name	Ed Nagle II, CIC
Title/Position	CSP, CPCU, RRE	Title/Position	Partner, Risk Advisor
Organization	CNA Risk Control Consultant	Organization	IB-TX Risk Services
Telephone	214.220.5859	Telephone	214.613.1124
Email	daniel.vucich@cna.com	Email	enagle@ib-tx.com
Project	N/A	Project	N/A
Candidate's role on project	N/A	Candidate's role on project	N/A
Quality Control Manager			
Name of individual		Michael Faubel	
Years of experience as project superintendent		14	
Years of experience with this organization		14	
Number of similar projects as project superintendent		300	
Number of similar projects in other positions		N/A	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
On call for all Landmark projects.			
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Matt Morris	Name	Erik Rivera
Title/Position	Vice President	Title/Position	VP Operations
Organization	Gulf States Protective Coatings	Organization	True Grit Ready Mix
Telephone	281-455-3605	Telephone	682-215-1673
Email	matt@gspci.com	Email	erivera@tgtexas.com
Project	Various Tank Projects	Project	Various Tank Projects
Candidate's role on project	Quality Manager	Candidate's role on project	Quality Manager



Project Town of Lochbuie Elevated Water
Name: Storage Tank

**Certification Regarding Debarment,
Suspension, and Other Responsibility
Matters**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Landmark Structures I, LP

(Name of firm/company/organization)

Christopher Lamon, CEO of Landmark Structures Management LLC

(Typed Name & Title of Authorized Representative)

(Signature of Authorized Representative)

December 21, 2023

(date)

I am unable to certify to the above statements. My explanation is attached.



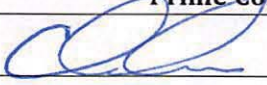
This form is intended to capture the DBE subcontractor’s description of work to be performed and the price of the work submitted to the prime contractor. An SRF Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name Not Applicable		Project Name Town of Lochbuie Elevated Water Storage Tank
Bid/ Proposal No.	Assistance Agreement ID No. (if known) N/A	Point of Contact Christopher Lamon, CEO of Landmark Structures Management LLC
Address 1665 Harmon Road, Ft. Worth, Texas 76177		
Telephone No. 817.439.8888	Email Address estimating@teamlandmark.com	
Prime Contractor Name Landmark Structures I, LP	Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services , Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	N/A - DBE Companies were contacted; however, no DBE quotes were received.	
DBE Certified By: <input type="checkbox"/> DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: _____		Meets/ exceeds certification standards? YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown



I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Christopher Lamon
Title	Date
CEO of Landmark Structures Management LLC	December 21, 2023

Subcontractor Signature	Print Name
Title	Date



COLORADO
 Department of Public
 Health & Environment

**Disadvantaged Business Enterprise (DBE) Program
 DBE Solicitations Form**

This form is intended to capture the prime contractor's solicitation efforts of DBE¹ subcontractors.²An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Firm: Landmark Structures I, LP	Project Name: Town of Lochbuie Elevated Water Storage Tank
Prime Contractor Point of Contact: Christopher Lamon, CEO of Landmark Structures Management LLC	
Address: 1665 Harmon Road, Ft. Worth, Texas 76177	
Telephone No.: 817.439.8888	Email: estimating@teamlandmark.com

I certify by signing below that good faith efforts have been exercised to attract and utilize disadvantaged business enterprises and at minimum the six affirmative steps as set forth in Section 7 Disadvantaged Business Enterprise (DBE) – SRF Program Grant Agreement Information and Requirements, Part A. 3. (a) of the **Colorado State Revolving Fund Required Specifications** have been fulfilled.

Signature of Prime Contractor Authorized Officer	Print Name
	Christopher Lamon
Title	Date
CEO of Landmark Structures Management LLC	December 21, 2023

Describe the solicitation efforts completed in soliciting DBEs (e.g. direct mailing/emailing, bid advertisement, phone calls etc.):

Companies were contacted, however, bids received were not competitive.

Provide the list of solicited firms and associated information as listed below. (Additional pages may be attached, or spreadsheet lists may submitted with the same information as requested below instead of using the space below.)

Contractor Firm	Firm address/phone/email	How solicited? (email, phone, etc.)	DBE certification source or listing (CDOT, SBA, MBDA etc.)

LANDMARK STRUCTURES

Fort Worth, Texas, USA

BID TO: Town of Lochbuie

PROJECT NAME: Town of Lochbuie Elevated Water Storage Tank

RE: Landmark's Authority to do Business

INSTRUCTION TO BIDDERS, ARTICLE 3-QUALIFICATIONS OF BIDDERS

3.01 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work: B. A written statement that Bidder is authorized to do business in the state where the Project is located

- Landmark is licensed in the following states requiring licensure:

State:	License:
Alabama	19083 – General Contractor
Arizona	ROC331070 – General Contractor
Arkansas	0093380521 – Contracting
Connecticut	MCO.0902073 – Major Contractor
Delaware	2010101725
Idaho	039284 – Unlimited – 1-4 Public Works Contractor's License
Iowa	97563-05 Contractor Registration Certificate
Louisiana	37992 – Specialty Contractor
Maryland	30877743 – Contractor
Mississippi	12781 – State Board of Contractors
Montana	159181 - General Contractor
Nebraska	34302 – Contractor
Nevada	0083257 - Specialty Contractor - Tanks
New Mexico	351086 – Classification GF-07 Tanks & Towers
New Jersey	636351 – Registered Public Works Contractor
North Carolina	49304 – General Contracting
North Dakota	30273 – Class A Contractor
Oregon	190232 – Commercial General Contractor – Level 1
Rhode Island	GC-48260 - Contractor
South Carolina	G 104724 – General Contracting
South Dakota	1020-2121-ET – Contractor's Excise Tax License
Tennessee	00046978 – Contractor
Utah	11303429-5501
Virginia	2705060747A – Class A Contractor
Washington	CCLANDMS1959CB – Construction Contractor General
West Virginia	WV037332 – General Engineering

- Landmark is authorized with the Secretary of States in the following jurisdictions:
AL, AZ, AR, CA, CO, CT, FL, GA, IL, IN, IA, KS, KY, LA, MD, MA, MI, MN, MS, MO, ND, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, PA, SD, SC, TN, TX, VA, WA, WV, WI, WY



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- [Business Search](#)

- [FAQs](#)
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Summary

ID Number:	20011177333
Name:	LANDMARK STRUCTURES I, L.P.
<hr/>	
Registered Agent:	THE CORPORATION COMPANY
Registered Agent Street Address:	1675 Broadway Ste 1200, Denver, CO 80202, United States
Registered Agent Mailing Address:	
<hr/>	
Principal Street Address:	1665 Harmon Rd., Fort Worth, TX 76177, United States
Principal Mailing Address:	
<hr/>	
Status:	Good Standing
Form:	Foreign Limited Partnership
Jurisdiction:	Texas
Formation Date:	09/11/2001
Term of Duration:	Perpetual
Annual Report Month:	September

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LANDMARK STRUCTURES

Fort Worth, Texas, USA

BID TO: Town of Lochbuie

PROJECT NAME: Town of Lochbuie Elevated Water Storage Tank

RE: Landmark's Key Personnel & Resumes
Qualifications Statement, ARTICLE 4-SAFETY, 4.01 Provide information
regarding Business's safety organization and safety performance.

Find attached:

- Landmark's Key Personnel & Resumes

Rolf Pawski, P. Eng.

Senior Design Engineer

Rolf is one of the **foremost elevated tank design experts in the industry**, with over 50 years' experience. Rolf is active in managing complex design problems and maintaining engineering policy in the face of multiple changing standards and codes. Rolf is well recognized in the industry for his **major contributions to the advancement of elevated tank design**, and for his significant writing efforts on behalf of the industry standards and codes. Rolf also has extensive experience in geotechnical, soil-structure interaction, foundations and structural behaviour under severe environmental loading.

Rolf Pawski has served as Landmark's principal engineer for the past 24 years' and is responsible for all tank structural design, design programs and engineering policies for the company.

Professional Experience

- Landmark Structures Co., (April 1995 – Present) – *Engineering Manager*
 - Establish and maintain design and engineering policy.
 - Provide expert advice to all engineering and construction staff to solve difficult challenges
 - Provide structural designs of elevated tanks and foundations.
 - Develop and maintain design automation programs.
 - Develop and maintain the engineering knowledge base.

- Chicago Bridge & Iron Company, Chicago, IL (1981 – April 1995) – *Senior Design Engineer*
 - Led the design of concrete and steel structures, foundations and general civil structures.
 - Civil Design Supervisor for Woodside (Australia) LPG prestressed concrete full containment structures completed in 1995.
 - Involved in the development and use of prestressed concrete structures for the secondary containment of low and cryogenic temperature liquids.
 - Development of design procedures / construction equipment for composite elevated tanks.
 - Led the design of prestressed concrete safety walls, foundations, and concrete and steel framed structures
 - Prepared designs for ammonia and LPG safety walls in Australia, the US and Taiwan.
 - Provided engineering site supervision for prestressing work.
 - Worked for the Chief Structural Engineer (1981-1983) in development and consulting.
 - Prepared designs and studies for Arctic offshore exploration structures, lightweight insulating concrete and composite elevated tanks.

- Kenny Construction Company, Northbrook, IL (Jan 1980 – Nov 1981) – *Engineer/Estimator*
 - Responsible for cost estimating and planning highway and heavy construction work including tunnels, bridges, excavation, earthworks and piling.
 - Led the structural design of cofferdams, shafts and construction trestles.

- Chicago Bridge & Iron Company, Chicago, IL (June 1969 – Jan 1979) – Design Engineer
 - Designed foundations for storage tanks, process equipment, pipelines and equipment.
 - Performed field inspection of piling and drilled pier installation, foundation excavation and earthwork, large concrete placements and geotechnical investigations.
 - Development of construction sites for offshore structures in the US, Venezuela and Brazil.
 - Designed the first prestressed concrete safety wall built by CBI in 1979 at Botany Bay, Australia for the secondary containment of ethylene.

Education

- Cleveland State University – BCE, 1969

Certifications and Professional Development

- Registered Structural Engineer: Illinois
- Registered Professional Engineer: Alabama, Arkansas, Colorado, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maryland, Michigan, Minnesota, Missouri, Nebraska, New Hampshire, New York, North Carolina, North Dakota, Ohio, Oklahoma, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Virginia, Wisconsin
- American Concrete Institute: committees 350-F, 371 and 376; past chair of ACI 371
 - While a Member and chairman of ACI 371 committee, completed a recommended Practice for Design and Construction of Composite Elevated Water Tanks in 1998.
 - Participated in updating the 2008 revision.
- American Water Works Association: D 170 Committee
- American Society of Civil Engineers
- Earthquake Engineering Research Institute
- Participated in writing AWWA D107-10, a standard for design and construction of composite elevated water tanks
- US Patent 4 878 329: Structural Panels for Walls, Floors, and Roofs Having Exterior Metal Layers and Insulating Concrete Core

John Grendzinski

Landmark Structures: Engineering Manager

Profile

John Grendzinski has over twenty years of experience in the civil engineering field, with expertise in structural and foundation systems and tank design. John is responsible for the design and detailing of composite elevated water tanks and above ground storage tanks, development of construction procedures and equipment, and development of computer tools for engineering.

Prior to joining Landmark Structures, Mr. Grendzinski worked nine years for a major design-build tank contractor with experience in elevated water tower design, and low temperature and cryogenic tank design and construction.

Professional Experience

- Landmark Structures, Fort Worth, TX (1998 - present)

Engineering Manager

- Responsible for engineering of composite elevated water tanks and above ground storage tanks.
- Manages engineering deliverables, prepares foundation and tank designs, reviews soils reports and develops and maintains design programs.
- Reviews construction procedures and equipment.
- Supports industry standards development efforts.

- Chicago Bridge & Iron Company, Chicago, IL (1989-1998)

Design Engineer 1995-1998

- Designed low temperature and cryogenic structures.
- Led team of engineers and detailers responsible for overall engineering of LT&C tanks, including estimating, design and detailing.
- Prepared calculations and developed design tools and methods.

Project Civil Engineer 1994-1995

- Responsible on-site designer for construction of prestressed concrete containment tanks for LPG storage in Western Australia.
- Consulted with construction engineers to implement design plans.

Design Engineer 1989-1994

- Prepared structural steel frame calculations and specifications.
- Designed all-steel and composite concrete-steel elevated water tanks.
- Performed shell buckling analyses.

LANDMARK STRUCTURES

Fort Worth, Texas, USA

- Prepared seismic evaluations and recommended retrofit of existing elevated water tanks.
- Performed design of prestressed concrete containment tanks for LPG storage.

Education

University of Illinois – Master of Science, Civil Engineering, 1989

University of Illinois – Bachelor of Science, Civil Engineering, 1987

Additional Skills and Training

- Registered Professional Engineer: Florida, Illinois, Mississippi, New Mexico, Texas, Washington & West Virginia
- Registered Structural Engineer: Illinois & Washington
- Member – American Water Works Association Standard Committee for the New General Tank Standard

Michael D. Pope, PMP

Landmark Structures: Project Manager

Profile

Michael Pope has over 20 years of industry experience in the field of construction project management. He has served as the Project Manager on over 8 tanks and Senior Project Manager overseeing the construction of 36 tanks.

His specific responsibilities and duties included management of project budgets, schedules, multiple self-perform crews in multiple locations simultaneously, cost and reporting, value engineering, issuing subcontracts and vendor relationships. In addition, Mr. Pope provided oversight of Environmental Health and Safety requirements to ensure the project met and exceeded safety and quality requirements.

Professional Experience

Landmark Structures, Fort Worth, TX (2019 - present) - **Senior Project Manager**

- Manage and maintain accountability for design and construction projects.
- Develop and train Junior Project Managers. Lead strategic programs and extended teams.
- Develop and manage project controls, revenue, schedule, implement cost-reduction programs.
- Plan and control multi-disciplined scope of work from project start-up to close-out.
- Manage customer contract, submittals and administration.
- Lead effective problem solving with various clients/project challenges.

Corval Builders & Erectors, Inc., Houston, TX (2017 - 2018) - **Senior Project Manager**

- Developed performance metric tracking for major WBS elements for weekly PR measurements of individual elements of projects.
- Accountable for two Corpus Christi projects, one \$30MM for new dock and piping interconnection and the second \$3.1MM piping interconnection.
- Responsible for monthly project financial reporting and estimate at completion forecasting.

Caldwell Tanks, Inc., - Industrial Division, Houston, TX (2014 – 2017) - **Senior Project Manager**

- Managed a small team of project managers who were responsible for the project execution of multiple industrial tank projects from receipt of contract to project closure.
- Directly managed the installation of 28 industrial tanks at multiple different facilities and kicked off the manufacturing of 21 new tanks at multiple different manufacturing facilities in the Houston area to reduce manufacturing cost for new project.
- Subcontract management of tank foundations, coatings and linings.

LANDMARK STRUCTURES

Fort Worth, Texas, USA

Mobely Safway Solutions, - Freeport, TX (2015 – 2017) - **Senior Project Manager**

- Responsible for the execution of company's largest capital project (\$78 Million) handling commercial and contractual relationships with business and client multiple industrial tank projects from receipt of contract to project closure.
- Project team exceeded 900 employees and executed 2.7 million safe man-hours without a lost-time incident.

Education

Barbers Hill High School, Mont Belvieu, Texas - Diploma

Additional Skills and Training

PMP - Project Management Professional

Nathan Lange

Senior Construction Superintendent

Construction manager with vast experience construction a variety of tank styles all over North America. Past experience includes successful erection of all styles of AWWA potable water tanks, specialty tanks, thermal energy storage tanks and API tank fabrication. Adept at successfully executing projects safely and on-time in difficult locations.

Professional Experience

- Landmark Structures, Fort Worth, TX (2013 - present) - *Senior Construction Superintendent*
 - Manage the work of all steel crews in fabrication, welding and erection of all types of tanks in various industries.
 - Responsible for the site supervision, scheduling and execution of tank erection and welding processes.
 - Select and train employees on projects.
 - Hire and train new field employees.
 - Help manage safe work practices.
 - Develop and modify work plans.
 - Oversee jobs costs.

- Caldwell Tank, Louisville, KY (1999 – 2013) - *Senior Superintendent*

Education

Somerset Christian Academy – Somerset, KY

Additional Skills and Training

- OSHA 30 Hour
- CPR / First Aid
- Certified Crane Operator – NCCCO
- Certified Equipment Operator – Crane Institute of America
- TWIC

Michael S Faubel

Quality Manager, Fort Worth, TX

Michael Faubel has over 20 years' experience with the technical and design aspects of construction materials and over 10 years' experience specific to quality management. Michael has led the development and implementation of industry standards with organizations such as ASTM, ACI, AWWA, ASQ, NACE and SSPC, and is recognized for his commitment to improving the concrete and tank coatings industries.

Michael has experience leading initiatives for diverse business units within Landmark including certification as an ASME fabricator of pressure vessels and authorization of pressure vessel repairs by the National Board.

Professional Experience

- Landmark Structures, I, LP (2003 – Present) – *Quality and Technical Services Manager*
 - Corporate Quality Manager for Civil construction, industrial coatings, and steel tank fabrication.
 - Responsible for establishing and training of standard Quality Assurance and Quality Control procedures
 - Responsible for selecting material sources, design of concrete mixes and selection of high-performance coatings to maximize quality, efficiency and provide optimum value to each client.
- Chandler Concrete, Burlington, NC (1998 – 2003) – *Quality Control Manager*

Representative Projects

- CNRL – Froth Tank Train 2 – QA/QC – 2016
- Alon Fuels – Isobutane Pressure Sphere – QA/QC & Weld Inspection – 2017
- Dresden CET re-coating/relining and upgrades – 2018
- Cedar Rapids, Iowa, US – Mass concrete foundation – developed concrete design, and executed continuous monitoring, and comprehensive curing plan – 2019
- SAWS (San Antonio Water System) – Texas, US – multiple CET inspections including WPS/PQR review and approval, welder testing, visual weld inspection, and radiographic assessment. – 2016/17

Education

- University of North Carolina at Chapel Hill, BA Business

Certifications and Professional Development

- American Concrete Institute (ACI International & local TX chapter)
- American Water Works Association (AWWA)
- American Society of Tests & Materials (ASTM International)
- American Society for Quality (ASQ)
 - Certified Quality Auditor

- National Ready-Mix Concrete Association (NRMCA)
 - Certified Concrete Technologist – Level 3

- National Association of Corrosion Engineers (NACE International)
 - Certified Coatings Inspector – Level 3 #26243

Tim Fetters

Landmark Structures: Director of Environmental Health & Safety

PROFILE

Tim Fetters specializes in health, safety, security and environmental systems management, with additional expertise in inspection, program development and management of construction delivery methods. His extensive education and training in manufacturing as well as industrial, commercial, power generation, chemical, and petroleum industries make him the ideal candidate for the management of workplace / jobsite safety and related initiatives for Landmark.

PROFESSIONAL EXPERIENCE

Landmark Structures, Fort Worth, TX (2007-present)

Director of Environmental Health & Safety

- Responsible for development, implementation and maintenance of Landmark's corporate EHS System.
- Developed and executed new, comprehensive EHS program at Landmark; including required procedures, training, tracking and analysis, which has resulted in improved performance, while raising awareness and commitment.

Jacobs Engineering, Houston, TX (2000-2007)

Regional HSE Manager, 2005-2007

British Petroleum (BP) Corporate Headquarters

- Delivered health, safety, security and environmental management services to BP (client), at their 5,800-employee Westlake Campus.
- Managed 33 employees; specialized in ergonomics, inspection, investigation, security, health, fitness, environmental and OSHA compliance.
- Developed, implemented and maintained emergency procedures for the Tactical Response Team, Office Space Continuity Team and the Business Continuity Team.
- Directly interfaced with a wide range of upper-level client management in a high-profile, high-pressure, fast-growth atmosphere with frequently changing expectations and priorities.

Regional Manager, 2001-2005

Multiple Commercial & Industrial Projects – Jacobs Civil

- Responsible for safety processes in multi-state area, including all jobs and offices in the southern United States.
- Reported to Jacobs Corporate Operations Management and HSE Management with regards to regional safety performance.
- Assisted with development of global health, safety and environmental procedures.

- Supervised site Safety Managers on “at-risk” projects.

Sabre / EDS Corporate Campus (1999-2001)

- Managed the CACIP (Construction Agent Coordinated Insurance Program) – \$100M Commercial Project.
- Coordinated loss control activities, managed loss claims and interfaced with the client, general contractor, insurance company and broker.
- Saved client \$2M on insurance costs by efficiently managing the program and minimizing losses.

Fluor Corporation, North Texas (1997-1999)

HSE Manager

Texas Utilities Power Plant Maintenance, Multiple Projects (1998-1999)

- Responsible for coordinating all safety functions and program oversight for all construction, repair and turnaround work at 17 gas-burning and 4 lignite-burning power plants in North Texas.
- Managed three safety supervisors.

Amoco Polypropylene Project, Chocolate Bayou Plant, Alvin TX (1997-1998)

- Member of the Project Safety Management Team for the \$120M polypropylene plant construction project.
- Achieved safety awards, including 100,000 and 250,000 Tri-Star Award with no recordable injuries, and Gold Award of Merit Award for 750,000 work hours without a lost time injury.
- Reached a peak of 500 employees.

EDUCATION

Texas A&M University – MS Construction Management

Truman State University – BS Industrial Science

CERTIFICATIONS AND TRAINING

- Certified Safety Professional (CSP), Board of Certified Safety Professionals
- American Institute of Constructors, Associate Professional Constructor
- Certified Asbestos Facility Inspector, Texas Engineering Extension Service
- Certified Utility Safety Administrator, National Safety Council
- Member of American Society of Safety Engineers (ASSE)
- OSHA 500 Certified 10/30 hour instructor (not current)
- MSHA 40 Hour Safety Certificate



PROFESSIONAL EXPERIENCE

Texas A&M University - Graduate Instructor, Graduate Student, 1995-1997

U S Department of Agriculture - Construction Inspector, 1993-1995

LANDMARK STRUCTURES

Fort Worth, Texas, USA

BID TO: Town of Lochbuie

PROJECT NAME: Town of Lochbuie Elevated Water Storage Tank

RE: Landmark's Safety - OSHA & EMR Letter
Qualifications Statement, ARTICLE 4-SAFETY, 4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s)

Find attached:

- Landmark's OSHA & EMR Letter

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases					
Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of cases with transfer or restriction	Total number of other recordable cases	
0 (G)	0 (H)	0 (I)	0 (J)	0	

Number of Days	
Total number of days away from work	Total number of days of job transfer or restriction
0 (K)	0 (L)

Injury and Illness Types					
Total number of... (M)	(1) Injury	0	(4) Poisoning	0	
	(2) Skin Disorder	0	(5) Hearing Loss	0	
	(3) Respiratory Condition	0	(6) All Other Illnesses	0	

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.



Year 2022

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Establishment information	
Your establishment name	Landmark Structures I, LP
Street	1665 Harmon Road
City	Fort Worth
State	Texas
Zp	76177
Industry description (e.g., Manufacture of motor truck trailers)	
Standard Industrial Classification (SIC), if known (e.g., SIC 3715)	
OR North American Industrial Classification (NAICS), if known (e.g., 336212)	
2 3 7 1 1 0	
Employment information	
Annual average number of employees	234
Total hours worked by all employees last year	492298
Sign here	
Knowing falsifying this document may result in a fine.	
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.	
Company executive	Director of EHS
Phone	817/230-8892
Date	16/2023

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases			
Total number of deaths	Total number of cases away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0 (G)	2 (H)	1 (I)	1 (J)

Number of Days	
Total number of days away from work	Total number of days of job transfer or restriction
114 (K)	49 (L)

Injury and Illness Types						
Total number of... (M)	(1) Injury	(2) Skin Disorder	(3) Respiratory Condition	(4) Poisoning	(5) Hearing Loss	(6) All Other Illnesses
	4	0	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA, Office of Statistics, Room N-3944, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.



Year 2021

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Establishment information

Your establishment name Landmark Structures I, L.P.
 Street 1665 Harmon Road State Texas Zip 76177
 City Fort Worth
 Industry description (e.g., Manufacture of motor truck trailers)
Design/Build Composite Elevated Water Storage Tanks and Related Activities
 Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
2 3 7 1 1 0
 OR North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment information

Annual average number of employees 230
 Total hours worked by all employees last year 474989

Sign here

Knowing falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Tim Fetters Company executive Director of EHS
682-717-7437 Phone 1/26/2022 Date

OSHA's Form 300A (Rev. 01/2004) Summary of Work-Related Injuries and Illnesses

Year 2020



U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0175

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	1	1
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
119	104
(K)	(L)

Injury and Illness Types

Total number of... (M)			
(1) Injury	3	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name Landmark Structures I, L.P.
 Street 1655 Harmon Road
 City Fort Worth State Texas Zip 76177
 Industry description (e.g., Manufacture of motor truck trailers)
Design/Build Composite Elevated Water Storage Tanks and related activities
 Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)

2 3 7 1 1 0

Employment information

Annual average number of employees 276
 Total hours worked by all employees last year 596,946

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Tim Fetters
Company executive

Director of EHS
Title

682-717-7437
Phone

1/25/2021
Date

OSHA's Form 300 (Rev. 01/2004) Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2020

U.S. Department of Labor
 Occupational Safety and Health Administration

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Form approved OMB no. 1218-0176

Establishment name Landmark Structures I, L.P.
 City Fort Worth State Texas

Identify the person			Describe the case		Classify the case												
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:					
						Death	Days away from work	Remained at work		Away From Work (days)	On job transfer or restriction (days)	(M)					
								Job transfer or restriction	Other recordable cases			Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
						(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)
1		Laborer	2/27/2020	On pedestal dome	Left ring finger was struck by a piece of rebar resulting in Tuft fracture of the finger tip.				x			x					
2		Laborer	5/6/2020	Site entrance driveway	Left foot was fractured when struck by the left track of a skidsteer.			x			104	x					
3		Journeyman	9/3/2020	Inside pedestal, ground level	Right foot fractured by scaffold headframe piece that was dropped while hoisting.		x			119		x					
Page totals						0	1	1	1	119	104	3	0	0	0	0	0

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Page 1 of 1

Injury (1)
 Skin Disorder (2)
 Respiratory Condition (3)
 Poisoning (4)
 Hearing Loss (5)
 All other illnesses (6)

EMR Explanation

Landmark Structures I, L.P.

Landmark Structures I, L.P. remains focused and deeply committed to worker and workplace safety in the performance of our work. In addition to our in-house, credentialed safety team, Landmark also engages the services of independent safety professionals to ensure adherence to all State and Federal statutes.

Landmark is dedicated to continuous improvement in all areas of our operations, including our Environmental, Health, and Safety (EHS) performance.

To demonstrate this commitment and effectively monitor progress, Landmark has recently implemented a structured EHS Improvement Plan that includes the following refinements:

Enhanced Field Audit Process

- Peer reviewed audit scoring
- Calculated responses to low and/or failed audit scores to include input from EHS and Operations
- Prioritized auditing based on historical performance
- Additional utilization of team audits and multiple day audits

Landmark Specific Video Training

- Landmark has begun creating video training sessions to address requirements specific to Landmark work. Participants are tested following the training to verify understanding of the content.

Improved Accident Reporting Process

- Landmark has streamlined the accident reporting process to encourage employees to report quickly and accurately. The program relies heavily on the learning that comes from non-injury/near-miss type accidents. Streamlining the process has increased the rate at which supervisors are willing to report near-miss type accidents.

Additional Safety Professional

- Landmark has recently added another safety professional to the Landmark EHS Team. All members of the Landmark EHS Team are credentialed safety professionals or are in the process of obtaining professional credentials.

EMR Improvement

While Landmark does not believe the EMR is an appropriate or valid measure of safety performance we have made some changes to improve our EMR number.

- Worker's compensation claims management has been returned to a long-tenured employee with proven success in minimizing claims cost.
- We have also employed two independent worker's compensation specialists to help reduce or remove the impact of fraudulent claims that are impacting our EMR number.

Expected EMR Changes Forthcoming

The following factors are expected to positively impact (lower) Landmark's EMR in the coming years:

- Previous claims from 2018 affecting current EMR will drop off.
- Continued managed claim service is expected to reduce EMR dramatically.
- Caps on large losses will positively impact EMR.
- The Expected Loss Rate (ELR) for the 2017-2018 term dropped by 0.25 points from the 2020 Modifier generation as compared to the 2021 Modifier Generation.

Important Changes to EMR Calculations

There have been recent significant changes in the calculation of EMRs regarding the methodology of Expected Loss Rates (ELRs), Primary Rating Values (D-Ratios), and Split Points.

1. ELRs represent the expected losses per \$100 of payroll during the Experience Rating Period. An Employer’s payroll by class is multiplied by the ELR to determine the expected loss amount used in the EMR calculation. Prior to 2010, the ELRs varied by serious and non-serious categories. ELRs are now only categorized only by Indemnity and Medical.
2. D-Ratios are used to split the total expected loss amounts between primary losses and excess losses and have been impacted by the elimination of serious and non-serious categories as well.
3. The Split Point changes began in 2013. Prior to 2013, primary losses only included the first \$5,000 of any one loss and the Actual excess loss (the amount above \$5,000) was discounted from 20% to 96% depending on the size of the employer. The following is a history of the Split Point changes and demonstrates how a larger portion of a single claim is used in the calculation:

Year	Split Point
Through 2012	\$5,000
2013	\$10,000
2014	\$13,500
2015	\$15,500
2017	\$16,500
2018	\$16,500
2019	\$17,000

2020	\$18,000
------	----------

The adverse result of these changes is that many contractors are in jeopardy of being ineligible for work on projects that use EMRs as a primary prequalification criterion.

EMR and Contractor Safety – A Flawed Correlation

National Council on Compensation Insurance

The National Council on Compensation Insurance (NCCI) is an insurer-owned workers' comp rate-making entity covering most states.

In 2019, NCCI added a boilerplate disclaimer against using EMRs, or E-Mods, to prequalify employers.

“This new language is designed to raise awareness on this important topic and to reinforce the intended purpose of an experience rating worksheet” for using the rate only to adjust the premium, according to Kathy Antonello, NCCI’s Chief Actuary. “This is consistent with the information we have provided to the public in the industry that it’s not appropriate to use E-mods to compare the relative safety of employers. The E-Mod should be used for its intended purpose.”

Source: Engineering News Record / Scott Van Voorhis and Richard Korman. “The Mismeasure of Safety: Why Ending Misuse of Workers’ Compensation Ratings Won’t Be Easy” www.enr.com April 24, 2019

State of Virginia

Since 2015, Virginia has prohibited the use of a particular EMR as a condition for eligibility to participate in solicitations for construction services, including private construction projects not covered by the state’s public procurement rules. The state’s Department of Transportation does gather EMRs from prospective contractors, but they are a small part of the overall safety evaluation.

Source: Engineering News Record / Jim Parsons. “When Virginia Insurance Brokers Sought to End EMR Misuse.” www.enr.com April 17, 2019

Indiana Compensation Rating Bureau

The Indiana Compensation Rating Bureau (ICRB) is a private, non-profit, unincorporated association of all insurance companies licensed to write workers comp insurance in Indiana.

The following is a quote from a white paper published by the Indiana Compensation Rating Bureau on July 14, 2011: "...the EMR was designed solely as a premium calculation factor, not as an indicator of overall contractor safety. Using the EMR for other than its intended purpose (to modify premium) has significant flaws and can produce inequitable conclusions about safety..."

Engineering News Record

"In an environment now obsessed with information, simplifications and misuses of statistics shouldn't be surprising. EMRs were born out of a need for better actuarial precision in workers' compensation insurance—a no-fault form of coverage—but they now have become an informal proxy for the success and quality of an employer's overall safety practices. And EMR misuse has often penalized smaller companies and those that have good safety records."

Source: Engineering News Record / Scott Van Voorhis and Richard Korman. "The Mismeasure of Safety: Why Ending Misuse of Workers' Compensation Ratings Won't Be Easy" www.enr.com April 24, 2019

Several of the flaws are as follows:

1. EMR includes reserves on open claims which can change from year to year, month to month
2. Successfully subrogated claims can be excluded from an EMR, but final subrogation may occur years after the policy year experience is no longer part of the EMR 3-year calculation period.
3. EMR calculation formulas can change as noted above, which can adversely affect the EMR.
4. Using the EMR as a qualifying metric discourages timely and accurate reporting of injuries, non-injury incidents, and near-miss situations.

Landmark EMR and Claim History

Effective Date of EMR	Modifier Rate
07/14/2021	1.22
07/14/2020	1.02
07/14/2019	.96
07/14/2018	.70
07/14/2017	.89

Outstanding claims:

- **Y2PC64755** – Struck or injured by NOC
- **Y2PC63305** – Fall from same level
- **Y2ZC20144** – Struck by flying or falling object
- **Y2ZC32126** – Acute trauma from lifting object
- **Y2ZC55273** – Fall from ladder

Below is the impact to the modifier from these five claims:

Claims & Mod Impacts					
State	Loss Policy Date	Claim Identifier	Total Claim Amount	Effect on Premium	Effect on Mod
TX	07/14/2018	Y2PC64755			0.1221
TX	07/14/2018	Y2PC63305			0.1405
TX	07/14/2020	Y2ZC20144			0.1323
TX	07/14/2020	Y2ZC32126			0.1617
TX	07/14/2020	Y2ZC55273			0.1114

LANDMARK STRUCTURES

Fort Worth, Texas, USA

BID TO: Town of Lochbuie

PROJECT NAME: Town of Lochbuie Elevated Water Storage Tank

RE: Landmark's Financial Statement
Qualifications Statement, ARTICLE

RE: Landmark's Financial Statement
ARTICLE 5-FINANCIAL, Q Qualifications Statement, 5.01 Provide
information regarding the Business's financial stability. Provide the
most recent audited financial statement, and if such audited financial
statement is not current, also provide the most current financial
statement

Find attached sealed information and signed statement:

- **Landmark Structures Holdings, LP Financial Statements:**

The attached financial statement is being supplied to you as a bidding requirement.

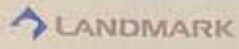
Please be advised that Landmark Structures is a privately owned company and, therefore, its financial statements are not public documents. The financial statement enclosed is considered confidential by Landmark and we would appreciate your cooperation in the following:

- **It is to be viewed only by the individuals who are involved in determining Landmark's financial condition.**
- **It is not to be viewed by any other individual or firm.**
- **It is not to become a permanent part of any document.**
- **It should be returned to Landmark, to my attention, upon completion of review.**

We appreciate your cooperation. Please contact the undersigned should you have any questions or comments.

**Yours truly,
LANDMARK STRUCTURES HOLDINGS LP**

Chris Lamon, President



Landmark Structures
400 Hickory Street
Aurora, CO 80013

Audited Financial Statements
CONFIDENTIAL

Landmark Structures

FYE December 31, 2022

Lochbuie, CO

LANDMARK STRUCTURES

Fort Worth, Texas, USA

BID TO: Town of Lochbuie

PROJECT NAME: Town of Lochbuie Elevated Water Storage Tank

RE: Landmark's Current Experience List – Schedule A
Qualifications Statement, ARTICLE 9-REQUIRED ATTACHMENTS
9.01 Provide the following information with the Statement of
Qualifications, F. Schedule A (Current Projects) as required by
Paragraph 8.03

Find attached:

- Landmark's Current Experience List – Schedule A

Project Name Project Address Project City, ST, Zip Project Size/Style HWL (Feet) Project Completion Date Currency	Owner Owner Address Owner City, ST, Zip Owner Contact Owner Phone Owner Email	Engineer Engineer Address Engineer City, ST, ZIP Engineer Contact Engineer Phone Engineer Email
KILLEEN - CHAPARRAL ROAD Chaparral Road Killeen, Texas 76542 114.00 Composite 1.5 MG 4/23/2023 \$5,253,000	City of Killeen - TX 101 N College Street Killeen, Texas 76540 Lorianne Luciano 2545017600 lluciano@killeentexas.gov	Freese and Nichols, Inc. - Fort Worth - TX 4055 International Plaza, Suite 200 Fort Worth, Texas 76109 Daniel Stoutenburg, Jr. 8177357300 dgs@freese.com
BLOOMFIELD HOMES - JUSTIN - TIMBERBROOK Timberbrook Parkway & W 7th Street Justin, Texas 76247 176.50 Composite 1 MG 7/31/2022 \$3,167,000	Bloomfield Homes 1050 E State Highway 114, Suite 210 Southlake, 76092	Childress Engineers, Inc. 211 North Ridgeway Drive Cleburne, Texas 76033 Robert Childress 8176451118 robertc@childress-engineers.com
PFLUGERVILLE - NORTH TANK 1519 E Pfennig Lane Pflugerville, Texas 78660 131.50 Composite 2.5 MG 6/16/2023 \$7,451,000	City of Pflugerville - TX 100 E Main Street Pflugerville, Texas 78660 Patricia Davis 5122513076 patriciad@pflugervilletx.gov	Freese and Nichols, Inc. - Fort Worth - TX 4055 International Plaza, Suite 200 Fort Worth, Texas 76109 Daniel Stoutenburg, Jr. 8177357300 dgs@freese.com
SAN ANTONIO - DIETRICH 139 Springfield Road San Antonio, Texas 78219 150.50 Composite 1.5 MG 7/4/2023 \$6,448,000	San Antonio Water System - TX 2800 US Hwy 281 North San Antonio, Texas 78212 Lindsay Esquivel 2107047297 Lindsay.Esquivel@saws.org	Freese and Nichols, Inc. - San Marcos - TX 1251 Sadler Dr, Bldg 1, Suite 1150 San Marcos, Texas 78666 Ryan Ramsey 5122133200 ryan.ramsey@freese.com
CASSATT WATER - GOVERNOR'S HILL Dr Humphres Road Camden, South Carolina 29020 200.00 Composite 1 MG 2/7/2023 \$3,714,000	Cassatt Water - SC 2638 Old Stagecoach Road Cassatt, 29032 8034328235	AECOM Technical Services, Inc. - Columbia - SC 101 Research Drive Columbia, Nathan Ward 8032544400 nathan.ward@aecom.com
MCWC - SIOUX FALLS - WATER TOWER #2A Six Mile Road Sioux Falls, South Dakota 57110 142.00 Composite 0.75 MG 11/30/2023 \$3,587,000	Minnehaha Community Water Corp. Dell Rapids, South Dakota 6055295799	Banner Associates, Inc. - Sioux Falls - SD 2307 West 57th Street, Suite 102 Sioux Falls, South Dakota 57108 Joseph Munson 8553236342 joem@bannerassociates.com
HORIZON REGIONAL MUD III - EST NO. 5 Breaux Street Horizon City, Texas 79928 160.00 Composite 1.5 MG 1/31/2023 \$5,160,000	Horizon Regional MUD - TX 14100 Horizon Blvd Horizon City, Texas 79928 9158523917	TRE & Associates, LLC - El Paso - TX 110 Mesa Park Drive, Suite 200 El Paso, Texas 79912 Linda Troncoso 9158529093 ltroncoso@tr-eng.com
VANCE AIR FORCE BASE - FOX DRIVE Fox Drive Vance AFB, Oklahoma 73705 160.00 Composite 1.5 MG 4/11/2024 \$8,917,000	ASRC Federal Field Services (AFFS) - Vance AFB 400 Young Road, Suite 122 Vance AFB, 73705 Teddy Thomas teddy.thomas@us.af.mil	Southwind Construction Services, LLC 1701 S. State Street Enid, 73013 Bill J. Kemp 4053489300 bill@swconstruct.com

Project Name Project Address Project City, ST, Zip Project Size/Style HWL (Feet) Project Completion Date Currency	Owner Owner Address Owner City, ST, Zip Owner Contact Owner Phone Owner Email	Engineer Engineer Address Engineer City, ST, ZIP Engineer Contact Engineer Phone Engineer Email
FORT WORTH - SOUTH WESTSIDE V - WALSH RANCH South of I 20 - Walsh Ranch Fort Worth, Texas 193.00 Composite 1.5 MG 8/1/2023 \$7,360,000	Fort Worth Water Department - TX 920 Foutnier St Fort Worth, Texas 76101 Russell Redder 8173924477 russell.redder@fortworthtexas.gov	Halff Associates, Inc. - Fort Worth -TX 4000 Fossil Creek Blvd. Fort Worth, 76137 Ron King 8178471422 rking@halff.com
ARTESIAN WATER - DAGSBORO WTP 29558 Armory Road Dagsboro, Delaware 19939 133.00 Composite 1 MG 6/6/2023 \$3,075,100	Artesian Water Company - Newark - DE 664 Churchmans Road Newark, Delaware 19702 Kathleen Thaefer 3024536900 kthaefer@artesianwater.com	
LUBBOCK IV - 87th STREET - TANK 1 OF 2 87th Street (1631 84th Street) Lubbock, Texas 79424 146.00 Composite 2 MG 4/30/2024 \$7,759,000	City of Lubbock - TX 1625 13th St Lubbock, Texas 79457 Marta Alvarez 8067752344	Freese and Nichols, Inc. - Fort Worth - TX 4055 International Plaza, Suite 200 Fort Worth, Texas 76109 Ryan Opgenorth 8177357300 rmo@freese.com
LUBBOCK IV - 3rd STREET - TANK 2 OF 2 3rd Street (access from 2553 Santa Fe Drive) Lubbock, Texas 79415 151.10 Composite 2 MG 4/30/2024 \$8,885,000	City of Lubbock - TX 1625 13th St Lubbock, Texas 79457 Wood Franklin 8067752344 wfranklin@mylubbock.us	Freese and Nichols, Inc. - Fort Worth - TX 4055 International Plaza, Suite 200 Fort Worth, Texas 76109 Ryan Opgenorth 8177357300 rmo@freese.com
PFLUGERVILLE VI - 794 PRESSURE ZONE 17601 Weiss Lane Pflugerville, Texas 78660 153.50 Composite 2 MG 9/16/2023 \$6,846,000	City of Pflugerville - TX 100 E Main Street Pflugerville, Texas 78660 Patricia Davis 5122513076 patriciad@pflugervilletx.gov	Freese and Nichols, Inc. - San Marcos - TX 1251 Sadler Dr, Bldg 1, Suite 1150 San Marcos, Texas 78666 Daniel Stoutenburg, Jr. 5122133200 dgs@freese.com
WEST DES MOINES V - ADAMS STREET TANK 2184 SE Adams Street West Des Moines, Iowa 50061 173.00 Composite 2 MG 9/28/2023 \$7,478,000	West Des Moines Water Works 1505 Railroad Ave West Des Moines, Iowa 50265 William Mabuce 5152223460 William.mabuce@wdmww.com	Veenstra & Kimm, Inc. - West Des Moines - IA 3000 Westown Parkway West Des Moines, Iowa 50266 Andrew Willcuts 5152258000 awillcuts@v-k.net
ROBBINSDALE - BROADWAY AVE 4360 W Broadway Ave Minneapolis, Minnesota 55422 184.00 Composite 0.75 MG 10/30/2023 \$6,057,000	City of Robbinsdale - MN 4100 Lakeview Avenue North Robbinsdale, 55422 Richard McCoy 7635374534 rmccoy@ci.robbinsdale.mn.us	AE2S - Advanced Eng. & Environm. - Maple Grove - MN 6901 East Fish Lake Road Maple Grove, 55369 Nancy Zeigler 7634635036 Nancy.Zeigler@AE2S.com
PRINCETON III - SOUTH EST Myrick Lane Princeton, Texas 75407 182.50 Composite 2 MG 11/1/2023 \$7,959,000	City of Princeton - TX 306 Main Street Princeton, Texas 75407 Tommy Mapp 9727362416 tmapp@princetontx.us	Kimley-Horn & Associates, Inc. - McKinney - TX 260 E Davis Street, Suite 100 McKinney, Texas 75069 Stuart Williams 4693012580 stuart.williams@kimley-horn.com

Project Name Project Address Project City, ST, Zip Project Size/Style HWL (Feet) Project Completion Date Currency	Owner Owner Address Owner City, ST, Zip Owner Contact Owner Phone Owner Email	Engineer Engineer Address Engineer City, ST, ZIP Engineer Contact Engineer Phone Engineer Email
MANVILLE WSC - TYPE 440 Co Rd 468 Elgin, Texas 78621 148.00 Composite 0.5 MG 4/20/2023 \$2,412,000	Manville Water Supply Corporation 13805 South SH 95 Coupland, 78615 Erik Prinz 5128562488 eprinz@manvillewsc.org	J.F. Fontaine & Associates - Palestine - TX 700 N Sycamore St Palestine, Texas 75802 Sean Conner 9037296005 sconner@jffontaine.com
ALTOONA - NORTH WATER TOWER 6000 block of NE 62nd Ave Altoona, Iowa 50009 161.00 Composite 0.75 MG 10/30/2023 \$4,028,000	City of Altoona - IA 407 8th Street, SE Altoona, Iowa 50009 5159675136 cmigura@templetx.gov	Veenstra & Kimm, Inc. - West Des Moines - IA 3000 Westown Parkway West Des Moines, Iowa 50266 Bob Veenstra 5152258000 bveenstra@v-k.net
TEMPLE - 920 EST - NORTH INDUSTRIAL PARK Moore's Mill Rd (next to Niagara Bottling) Temple, Texas 76504 161.00 Composite 3 MG 8/23/2023 \$7,369,000	, Colton Migura cmigura@templetx.gov	KPA Engineers 19 N Main Street Temple, Texas 76501 Ginger Tolbert 2547733731 gtolbert@kpaengineers.com
MINSTER - OHIO STREET West Seventh Street Minster, Ohio 45865 154.25 Composite 1.25 MG 2/17/2024 \$5,078,000	Village of Minster - OH 5 West Fourth Street Minster, 45865 Donald Harrod 4196283497 administration@minsteroh.com	CDM Smith - Columbus - OH 445 Hutchinson Ave, Suite 820 Columbus, Ohio 43235 Erin Stachler 6148478340 stachlere@cdmsmith.com
HOWARD CO. - GUILFORD 8490 Washington Blvd Jessup, Maryland 20794 71.60 Composite 2.5 MG 7/16/2024 \$7,742,000	Howard County - MD 8250 Old Montgomery Road Columbia, Maryland 21045 Michael Decker 4103134900 mdecker@howardcountymd.gov	Rummel, Klepper & Kahl (RK&K) - Baltimore - MD 700 E Pratt Street, Suite 500 Baltimore, Maryland 21202 Elford Jackson 4107282900 ejackson@rkk.com
ARTESIAN WATER - CEDAR LANE 1259 Cedar Lane Road Middletown, Delaware 19709 146.00 Composite 1 MG 2/16/2024 \$5,157,000	Artesian Water Company - Newark - DE 664 Churchmans Road Newark, Delaware 19702 Kathleen Thaeuder 3024536900 kthaeder@artesianwater.com	Duffield Associates, Inc. - Wilmington - DE 5400 Limestone Road Wilmington, 19808 3022396634
FAIRFIELD - PORT UNION 4125 Port Union Road Fairfield, Ohio 45014 164.00 Composite 1.25 MG 12/30/2023 \$5,164,000	City of Fairfield - OH 5350 Pleasant Avenue Fairfield, Ohio 45014 Adam Sackenheim 5138675375 asackenheim@fairfield-city.org	CT Consultants - Mentor - OH 8150 Sterling Court Mentor, Ohio 44060 Kent Bryan 4409519000 kbryan@ctconsultants.com
TN DGS - MEMPHIS REGIONAL MEGASITE - NORTH Keeling Road Stanton, Tennessee 38069 160.00 Composite 1 MG 9/28/2024 \$5,764,000	Brasfield & Gorrie, LLC - Birmingham - AL 3021 7th Avenue South Birmingham, 35233 Mark Westhoven 2053284000 mwesthoven@brasfieldgorrie.com	SSOE Group - Brentwood - TN 320 Seven Springs Way, Suite 350 Brentwood, Tennessee 37027 T. Dwain Hibdon 6156617585 DHibdon@ssoe.com

Project Name Project Address Project City, ST, Zip Project Size/Style HWL (Feet) Project Completion Date Currency	Owner Owner Address Owner City, ST, Zip Owner Contact Owner Phone Owner Email	Engineer Engineer Address Engineer City, ST, ZIP Engineer Contact Engineer Phone Engineer Email
MINOT - SOUTHWEST 30th St SW Minot, North Dakota 58701 120.00 Composite 1.5 MG 9/29/2022 \$3,967,000	City of Minot - ND 515 2nd Avenue SW Minot, North Dakota 58701 Jason Sorenson 7018574100 jason.sorenson@minotnd.org	Houston Engineering, Inc. - Minot - ND 18 3rd Street Suite 100 Minot, North Dakota 58701 Joe Reiter 7018527931 jreiter@houstoneng.com
ECTOR COUNTY - ODESSA - TANK 1 of 2 Knox Ave Odessa, Texas 79763 142.00 Composite 1.5 MG 8/27/2022 \$3,858,000	Ector County Utility District - TX 1039 N. Moss Ave Odessa, 79763 Katrina Morales 9153814111 k.morales@ecudwestodessatx.org	Kimley-Horn & Associates, Inc. - Fort Worth - TX 801 Cherry Street, Suite 1300, Unit 11 Fort Worth, Texas 76102 Andrew Simonsen 8173356511 andrew.simonsen@kimley-horn.com
ECTOR COUNTY - ODESSA - TANK 2 of 2 Tripp Ave Odessa, Texas 79763 139.00 Composite 1 MG 8/27/2022 \$3,487,000	Ector County Utility District - TX 1039 N. Moss Ave Odessa, 79763 Katrina Morales 9153814111 k.morales@ecudwestodessatx.org	Kimley-Horn & Associates, Inc. - Fort Worth - TX 801 Cherry Street, Suite 1300, Unit 11 Fort Worth, Texas 76102 Andrew Simonsen 8173356511 andrew.simonsen@kimley-horn.com
HUGO II - W VICTOR STREET W Victor St Hugo, Oklahoma 109.00 Composite 0.5 MG 6/16/2022 \$2,524,000	City of Hugo - OK 201 S. 2nd St Hugo, 74743 Richard Higginbotham 5803265616	Wall Engineering 101 S 4th St Hugo, Oklahoma 74743 Brandon Wall 5809241800 brandon@wallengineering.com
NORTHWESTERN WSD - LEMOYNE RD Lemoyme Road Walbridge, Ohio 43402 143.00 Composite 1.5 MG 12/9/2022 \$3,977,000	Northwestern Water and Sewer District 12560 Middleton Pike Bowling Green, Ohio 43402 Thomas Stalter 4193549090 tstalter@nwwsd.org	Northwestern Water and Sewer District 12560 Middleton Pike Bowling Green, Ohio 43402 4193549090
OTSEGO - MCALLISTER AVE SE quadrant of 70th Street - McAllister Ave NE Otsego, Minnesota 158.00 Composite 1.5 MG 6/29/2023 \$3,721,000	City of Otsego - MN 8899 Nashua Avenue NE Otsego, Minnesota 55330 7634414414	Hakanson Anderson Associates, Inc. - Anoka - MN 3601 Thurston Ave. Anoka, Minnesota 55303 Brent Larson 7634275860 brentl@haa-inc.com
LE SUEUR - KINGSWAY DRIVE Kingsway Drive Le Sueur, Minnesota 56058 139.50 Composite 1 MG 11/9/2022 \$4,384,000	City of Le Sueur - MN 203 South 2nd Street Le Sueur, 56058 5076656401	Bolton & Menk Inc. - Ramsey - MN 7533 Sunwood Dr NW, Suite 206 Ramsey, Minnesota 55303 Morgan Salo 7634332851 Morgan.Salo@bolton-menk.com
CARROLLTON V - JOSEY LANE 2301 N Josey Lane Carrollton, Texas 75006 171.00 Composite 2 MG 4/21/2023 \$5,788,000	City of Carrollton - TX 1945 E. Jackson Road Carrollton, Texas 75011 Andrew Combs 9724663001 andrew.combs@cityofcarrollton.com	Birkhoff, Hendricks & Carter, LLP 11910 Greenville Avenue Dallas, Texas 75243 John Birkhoff 2143617900 jbirkhoff@bhcllp.com

Project Name	Owner	Engineer
Project Address	Owner Address	Engineer Address
Project City, ST, Zip	Owner City, ST, Zip	Engineer City, ST, ZIP
Project Size/Style	Owner Contact	Engineer Contact
HWL (Feet)	Owner Phone	Engineer Phone
Project Completion Date	Owner Email	Engineer Email
Currency		
<hr/>		
BRIGHTON III - CRESTONE PEAK Crestone Peak St Brighton, Colorado 80601 132.00 Composite 2 MG 5/31/2023 \$5,443,000	City of Brighton - CO 22 South 4th Avenue Brighton, Colorado 80601 Roy Gallea 3036552241 rgallea@brightonco.gov	Olsson Associates - Denver - CO 1525 Raleigh Street Denver, 80204 Kim Zulliger 3032372072 kzulliger@olsson.com
<hr/>		
MARYSVILLE - JEROME TOWNSHIP Industrial Parkway Plain City, Ohio 43064 212.00 Composite 1.5 MG 11/29/2022 \$4,653,000	City of Marysville - OH 209 S Main Street Marysville, Ohio 9376457350 Terry Emery 9376426015 temery@marysvilleohio.org	Shoaf Consulting, LLC 4748 Donegal Cliffs Drive Dublin, 43017 Robert Shoaf 6143320217 rshoaf@shoafconsulting.com
<hr/>		
TOPEKA - MONTARA SW 65th Street Topeka, Kansas 66619 131.00 Composite 1 MG 1/17/2023 \$2,974,000	City of Topeka Utilities - KS 3245 NW Waterworks Dr. Topeka, Kansas 66606 Duncan Theuri 7853683801 dtheuri@topeka.org	Professional Engineering Consultants, PA - Topeka - KS 400 S Kansas Ave, Suite 200 Topeka, Kansas 66603 Alexander Darby 7852338300 Alex.Darby@PEC1.com

LANDMARK STRUCTURES

Fort Worth, Texas, USA

BID TO: Town of Lochbuie

PROJECT NAME: Town of Lochbuie Elevated Water Storage Tank

RE: Landmark's List of Proposed Subcontractors
Bid Form, Article 2 - Attachments To This Bid, 2.01 The following documents are submitted with and made a condition of this Bid: B. List of Proposed Subcontractors, including Earthwork

NAME OF SUBCONTRACTOR	ADDRESS	ITEM OF WORK
Viking Industrial	La Vista, NE	Coatings
ELCO Drilling	Englewood, CO	Drilling
Northern Co Constructors	Fort Lupton, CO	Earthworks

LANDMARK STRUCTURES

Fort Worth, Texas, USA

BID TO: Town of Lochbuie

PROJECT NAME: Town of Lochbuie Elevated Water Storage Tank

RE: Landmark's List of Proposed Suppliers

Bid Form Article 2 - Attachments To This Bid, 2.01 The following documents are submitted with and made a condition of this Bid: C. List of Proposed Suppliers

NAME OF SUPPLIER	ADDRESS	ITEM OF WORK
SSAB North America	Mobile, AL	Steel Plate
CMC	Louisville, KY	Rebar

LANDMARK STRUCTURES

Fort Worth, Texas, USA

BID TO: Town of Lochbuie

PROJECT NAME: Town of Lochbuie Elevated Water Storage Tank

RE: Landmark's Previous Experience List – 10 Years – Type and Capacity Specified or Larger
SECTION 13210 COMPOSITE ELEVATED WATER STORAGE TANK, 1.5 QUALITY ASSURANCE, A. Manufacturers of water storage tanks shall have a minimum of ten (10) years of experience in constructing and engineering elevated water storage tanks of the type and capacity specified or larger

Find attached:

- **Landmark's Previous Experience List – 10 Years – Type and Capacity Specified or Larger**

LANDMARK PREVIOUS EXPERIENCE

Project Name Project Address Project City, ST, Zip Project Size/Style HWL (Feet) Project Completion Date Currency	Owner Owner Address Owner City, ST, Zip Owner Contact Owner Phone Owner Email	Engineer Engineer Address Engineer City, ST, ZIP Engineer Contact Engineer Phone Engineer Email
ARLINGTON - ARKANSAS LANE 1103 East Arkansas Lane Arlington, Texas 76010 149.00 Composite 2 MG 2/13/2008 \$3,690,000	City of Arlington - TX 101 W. Abram Street Arlington, Texas 76004 Brad Franklin 8174596600 brad.franklin@arlingtontx.gov	CDM Smith - Fort Worth - TX 801 Cherry St, Unit 33, Suite 1820 Fort Worth, Texas 76102 Doug Varner 8173328727 varnerdl@cdm.com
AUSTIN - AVERY RANCH 13115 Avery Ranch Road Austin, Texas 78717 185.00 Composite 3 MG 3/30/2011 \$6,044,000	Austin Water Utility - TX 625 E. 10th St. Austin, Texas 78701 Dan Pedersen 5129720101 dan.pedersen@ci.austin.tx.us	Stanley Consultants - Des Moines - IA 100 Court Avenue Suite 300 Des Moines, Iowa 50309 James Cook 5152468585 cookjames@stanleygroup.com
EVERETT - CASINO WEST 8510 10th Avenue West Everett, Washington 98204 119.00 Composite 2 MG 7/23/2009 \$13,147,379	City of Everett - WA 2930 Wetmore Ave. Everett, Washington 98201 James Ozanne 4252578700 jozanne@ci.everett.wa.us	Tank Industry Consultants - Indianapolis - IN 7740 West New York Street Indianapolis, 46214 Patrick Brown 3172713100 brown@tankindustry.com
GALVESTON II - JAMAICA BEACH 16521 Lewis Scott Road Galveston, Texas 77554 175.00 Composite 2 MG 5/11/2012 \$8,148,795	City of Galveston - TX 823 Rosenberg Galveston, Texas 77550 Kevin Scott 4097973630 scottkev@cityofgalveston.org	Dannenbaum Engineering Corporation - Houston - TX 3100 West Alabama Houston, Texas 77098 Carl McConnell 7135209570 c.mcconnell@dannenbaum.com
LEWISVILLE - AUSTIN RANCH 3553 E. Windhaven Parkway Lewisville, Texas 75056 139.00 Composite 2 MG 3/5/2009 \$2,795,561	City of Lewisville - TX 151 W Church Street Lewisville, Texas 75029 Carol Basinger 9722193400 cbasinger@cityoflewisville.com	Birkhoff, Hendricks & Carter, LLP 11910 Greenville Avenue Dallas, Texas 75243 Ronald Conway 2143617900 rconway@bhcllp.com
MIDLAND III - FM 1788 4111 North FM 1788 Midland, Texas 79707 146.00 Composite 2 MG 8/5/2013 \$2,280,000	City of Midland - TX 300 N Loraine Midland, Texas 79702 Luke Messer 4326857262 LMESSER@GARNEY.COM	Parkhill, Smith & Cooper, Inc. - Lubbock - TX 4222 85th Street Lubbock, Texas 79423 Zane Edwards 8064732200 zedwards@parkhill.com
MIDLOTHIAN 3231 Mockingbird Lane Midlothian, Texas 76065 156.00 Composite 2 MG 9/1/2005 \$2,233,500	City of Midlothian - TX 104 West Avenue E Midlothian, Texas 76065 9727751083	Schrickel, Rollins and Associates, Inc. 1161 Corporate Dr. West Suite 200 Arlington, Texas 76006 8176493216
OWASSO 10401 North 106th East Avenue Owasso, Oklahoma 74055 177.00 Composite 2 MG 8/24/2005 \$1,860,000	City of Owasso - OK 200 S Main Owasso, Oklahoma 74055 Ana Stagg 9182724959	The Benham Companies, LLC. One West Third Street Suite 100 Tulsa, Oklahoma 74103 Thomas Mansur 9184921600 thomas.mansur@benham.com

Project Name	Owner	Engineer
Project Address	Owner Address	Engineer Address
Project City, ST, Zip	Owner City, ST, Zip	Engineer City, ST, ZIP
Project Size/Style	Owner Contact	Engineer Contact
HWL (Feet)	Owner Phone	Engineer Phone
Project Completion Date	Owner Email	Engineer Email
Currency		
ROWLETT II 3901 Kirby Road Rowlett, Texas 75088 122.00 Composite 2 MG 9/30/2007 \$3,770,792	City of Rowlett 4310 Industrial St. Rowlett, Texas 75088 Pat Baugh 2146707586 pbaugh@ci.rowlett.tx.us	Neel-Schaffer, Inc. - Arlington - TX 2501 Avenue J, Suite 120 Arlington, Texas 76006 Derek Cheatham 8175480696 derek.cheatham@neel-schaffer.com
WAXAHACHIE 528 Suite A Ovilla Road Waxahachie, Texas 75168 124.00 Composite 2 MG 12/14/2007 \$2,944,000	City of Waxahachie 401 S. Rogers Waxahachie, Texas 75168 David Bailey 9729377330 dbailey@waxahachie.com	Birkhoff, Hendricks & Carter, LLP 11910 Greenville Avenue Dallas, Texas 75243 Gary Hendricks 2143617900 ghendricks@bhcllp.com

LANDMARK STRUCTURES

Fort Worth, Texas, USA

BID TO: Town of Lochbuie

PROJECT NAME: Town of Lochbuie Elevated Water Storage Tank

RE: Landmark's Three References - 5 Years
SECTION 13210 COMPOSITE ELEVATED WATER STORAGE TANK, 1.5
QUALITY ASSURANCE, B. Manufacturers shall provide three references
for similar projects within the last five (5) years

Find attached:

- Landmark's Three References – 5 Years

LANDMARK PROJECT REFERENCES

Jericho WD – Syosset – Convent Road

Composite 1.5 MG
Completed 11/15/2023

Owner Contact:
Jericho Water District
Kathleen Cannon
516-921-8280
jwdinfo@jerichowater.org

Engineer Contact:
D&B Engineers and Architects
Timothy McConnell
516-364-9890
tmcconnell@db-eng.com

Lino Lakes II – Birch Street

Composite 1.5 MG
Completed 9/1/2021

Owner Contact:
City of Lino Lakes
Rick DeGardner
651-982-2400
RDgardner@linolakes.us

Engineer Contact:
WSB & Associates, Inc. – Saint Paul, MN
Greg Johnson
651-286-8450
gjohnson@wsbeng.com

Syracuse - Clearfield

Composite 3.0 MG
Completed 4/28/2021

Owner Contact:
City of Syracuse
Robert Whiteley
801-825-1477
rwhiteley@syracuseut.com

Engineer Contact:
J-U-B Engineers Inc.
Bryce Wilcox
801-547-0393
bwk@jub.com

LANDMARK STRUCTURES

Fort Worth, Texas, USA

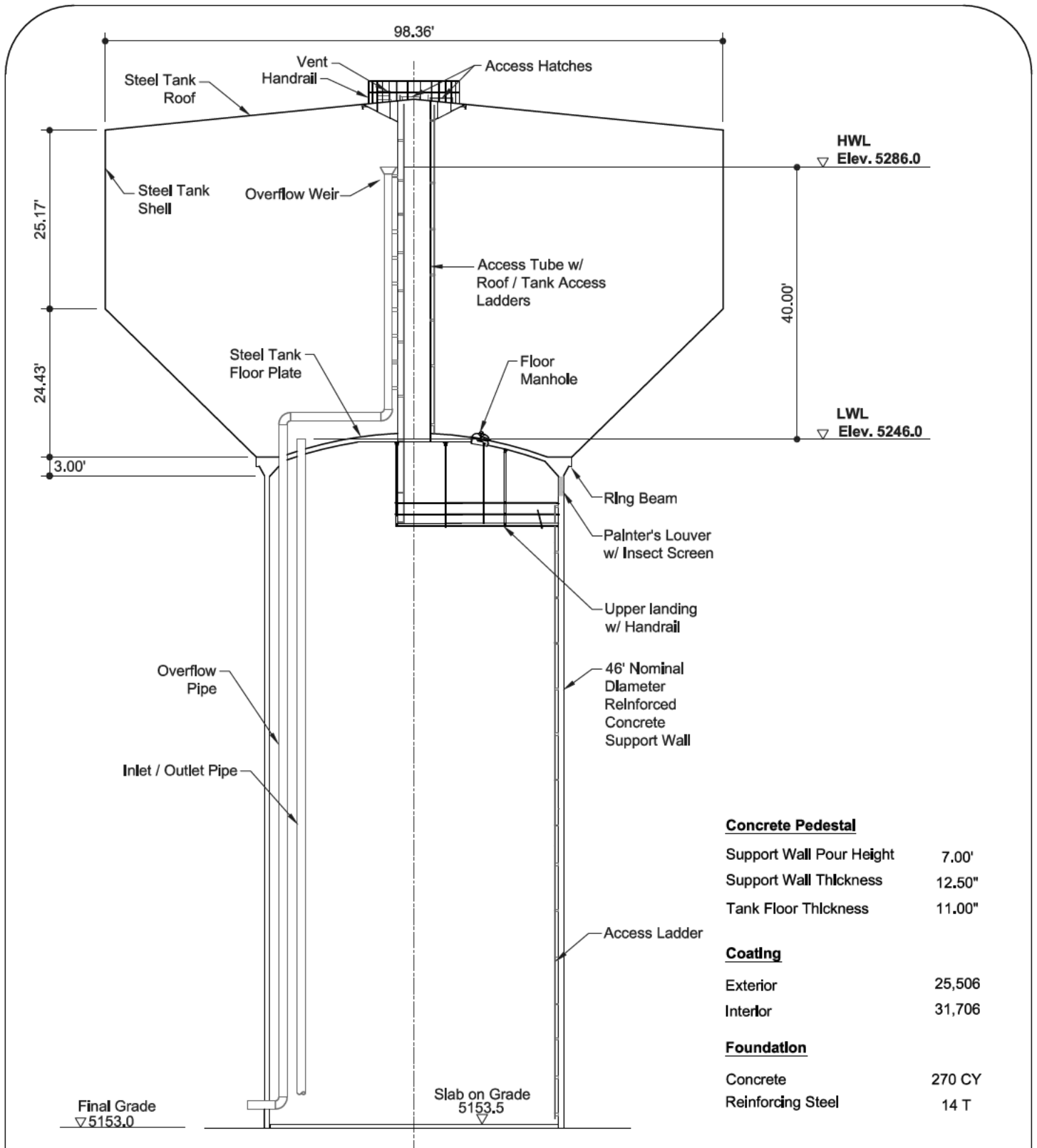
BID TO: Town of Lochbuie

PROJECT NAME: Town of Lochbuie Elevated Water Storage Tank


RE: Landmark's Preliminary Section View Drawing
SECTION 13210 COMPOSITE ELEVATED WATER STORAGE TANK, 1.6
SUBMITTALS, A. Provide Proposal Drawings for Bid. A preliminary section view drawing of the tank proposed for this project. The drawing shall include sufficient detail to illustrate tank geometry, materials of construction, primary dimensions, support wall thickness and pour height, concrete slab thickness, foundation layout including quantities of concrete and rebar, the elevation of low and high-water levels, interior wet, interior dry and exterior paint areas, and other information required to show compliance with the specification. If the proposed design does not comply with the specifications, the bid shall be rejected

Find attached:

- Landmark's Preliminary Section View Drawing



PRELIMINARY

Project: City of Lochbuie, CO	SECTIONAL ELEVATION VIEW	Dwn: TS
Description: 2.0 MILLION GALLON ELEVATED WATER STORAGE TANK	Contractor:  Landmark Structures I, LP 1665 Harmon Road Fort Worth, Texas, 76177 Tel: (817) 439-8888 Fax: (817) 439-9001	Scale: N.T.S Released Date: 2023.12.20 Dwg. Number: A - 1

Wednesday, December 20, 2023 11:20:08 PM

Agenda Item Summary

MEETING DATE: February 6, 2024
SUBJECT: Resource Central Agreements 2024
PRESENTED BY: Heather Bowen

SUMMARY

In 2023, the Town partnered with Resource Central to offer waterwise education and water conservation garden kits to residents. The partnership allows the Town to purchase the services, which are then offered to the community at no charge, or at a discounted rate. In 2023, the Town offered ten Garden In A Box Kit discounts, 15 Slow The Flow Irrigation Audits, and one Waterwise Seminar. Lochbuie residents utilized four Garden In A Box discounts and 2 Irrigation Audits. In the webinar hosted by the Town, there were seven Lochbuie residents who attended, and 188 total attendees. Resource Central offers several webinars on different topics over the course of the year, and the community can attend any of them, not just the one Lochbuie hosts.

For 2024, staff recommends offering less discounts and audits, and focusing more on marketing and promotional materials to ensure that everyone in the community learns about Resource Central. Staff is proposing entering into agreements with Resource Central to offer eight Garden In A Box Kits, ten Slow the Flow Irrigation Audits, and the Town will host one Waterwise seminar. The marketing plan includes mailing flyers with utility bills, updating the website and including photos, increasing posts on Facebook, including reminders each month in the newsletter, and having flyers to handout at events.

FINANCIAL CONSIDERATIONS

For 2024, there is \$6,000.00 budgeted for Resource Central. If the three agreements are approved as presented, the Town would spend a total of \$4496.00 on the program. The remaining budgeted amount would be used on direct mailings included in utility bills and printing flyers.

STAFF RECOMMENDATION/ACTION REQUIRED

Staff offers the following motion for your consideration:

“I move to approve Resolution 2024 - 16 – Approving Three Agreements With Resource Central For 2024 For (A) Garden In A Box Program, (B) Slow The Flow Irrigation Audit Program, And (C) Waterwise Yard Seminars Program.”

ATTACHMENTS

Resolution 2024-16
Garden In A Box Program Agreement
Slow The Flow Irrigation Audit Program Agreement
Waterwise Yard Seminars Program Agreement

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

RESOLUTION NO. 2024-16

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF LOCHBUIE, COLORADO, APPROVING THREE AGREEMENTS WITH RESOURCE CENTRAL FOR 2024 FOR (A) GARDEN IN A BOX PROGRAM, (B) SLOW THE FLOW IRRIGATION AUDIT PROGRAM, AND (C) WATERWISE YARD SEMINARS PROGRAM

WHEREAS, Resource Central offers water conservation programs and the Town wishes to partner with Resource Central to offer these programs for Lochbuie residents; and.

WHEREAS, Town Staff has negotiated the terms of these agreements with Resource Central.

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

Section 1. The Town Board of Trustees (a) incorporates the above recitations as findings of the Board, and (b) authorizes the Mayor to execute on behalf of the Town the three agreements for services with Resource Central in the form attached hereto as Exhibit A.

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

ADOPTED THIS 6TH DAY OF FEBRUARY, 2024.

TOWN OF LOCHBUIE, COLORADO

ATTEST:

Michael Mahoney, Mayor

By: _____
Heather Bowen, Town Clerk

EXHIBIT A
GARDEN IN A BOX PROGRAM AGREEMENT,
SLOW THE FLOW IRRIGATION AUDIT PROGRAM AGREEMENT AND
WATERWISE YARD SEMINARS PROGRAM AGREEMENT

GARDEN IN A BOX PROGRAM AGREEMENT

THIS Garden In A Box Program Agreement (“Agreement”) is made on _____ (“Effective Date”), by and between Resource Central and the Town of Lochbuie (“Utility Partner”) (each individually a “Party,” or collectively as “Parties”).

Recitals

1. WHEREAS many people are interested in the concept of a low-water landscape;
2. WHEREAS those interested in the concept of a low-water landscape are often overwhelmed by the plant selection and design of such a landscape;
3. WHEREAS those interested in the concept of a low-water landscape have limited time and money to invest in the process of planning and designing such a landscape; and
4. WHEREAS to provide its residents with an easy and affordable way to learn about and install low-water landscapes, Utility Partner wishes to engage Resource Central to organize and conduct the Garden In A Box Program (“Program”) for the term specified in Section III in partnership with Utility Partner.

NOW THEREFORE, in consideration of the terms and conditions contained herein and other good and valuable consideration, the Parties agree as follows:

I. Program Obligations

A. Resource Central Obligations

1. Resource Central shall provide the services described in the Garden In A Box Program Scope and Conditions of Work, attached hereto as Attachment A (“Services”).

B. Utility Partner Obligations

1. Marketing and Publicity. Utility Partner shall be responsible for publicizing the availability of the Program to its Customers in **at least** one round of marketing. Efforts to publicize the Program to its Customers may include, but are not limited to, advertising media such as Utility Partner’s bill inserts, website, social media, newsletter, and direct mailing. **If only one round will take place, the marketing must be in the form of a water bill insert.**

Resource Central will develop a marketing toolkit containing marketing and publicity media and individual advertisement components for Utility Partner to use. Resource Central will supply a recommended marketing calendar and template, which will list the recommended dates and media type(s) for the Utility Partner to disseminate marketing materials using the marketing toolkit. Advertising content may be created by either Resource Central or Utility Partner; however, Utility Partner must use the toolkit components (i.e., verbiage, logos, photographs)

for Program advertisements and all efforts must be approved by Resource Central prior to publishing. **All marketing toolkit contents are property of Resource Central and are to be used exclusively to advertise and promote its programming.**

If Resource Central determines a sufficient number of requests exist, despite all rounds of intended advertising having not been completed, Resource Central may waive the requirement that Utility Partner conduct an additional advertising round. Resource Central shall provide Utility Partner with notice of any such waiver.

For the purposes of communication regarding program marketing and outreach, Resource Central requests the contact information of a designated marketing point of contact. The person(s) named below is designated Utility Partner's representative(s) for marketing efforts.

For Utility Partner:

Heather Bowen
Town Clerk
703 WCR 37
Lochbuie, CO 80603
303-990-5783
hbowen@lochbuie.org

2. Complete and Submit Signed Agreement and Attachments. Utility Partner shall submit to Resource Central a signed copy of the Agreement and the Attachments no later than Friday, February 9, 2024.

II. Price, Payment Amount, and Billing Procedure

- A. Payment of Program Price. Utility Partner shall pay Resource Central the Base Program Price, pursuant to the Garden In A Box Program Payment Schedule and Terms, attached hereto as Attachment B.

III. Term

- A. Term of Agreement. The Term of this Agreement commences on the Effective Date and terminates on December 31, 2024, or on the date the Agreement is earlier terminated, as provided herein.

IV. General Provisions

- A. Record-Keeping Requirements. Both Resource Central and Utility Partner shall maintain all records, documents, communications, and other material that pertain to this Agreement ("Records") for a period of three (3) years from the date of final payment under this Agreement, unless Resource Central or Utility Partner requests that the records be retained for a longer period. Resource Central and Utility Partner each shall provide access to such Records to the other during normal business hours for review and copying.
- B. No Delegation. Except as otherwise provided, the Parties' duties and obligations shall not be assigned, delegated, or subcontracted except with the express prior written

consent of the Utility Partner. All subcontractors shall be subject to the requirements of this Agreement.

- C. **Indemnification.** To the extent allowed by law, Utility Partner, on behalf of itself and its successors and assigns, agrees to indemnify, defend, and hold harmless Resource Central, its officers, directors, and employees, contractors, and volunteers from and against losses, liabilities, expenses, and costs, including, without limitation, reasonable attorney's fees and costs, arising out of (i) the negligent performance under this Agreement by Utility Partner or any person employed by or acting on behalf of Utility Partner; or (ii) any injury to persons or property to the proportional extent caused by the negligent or intentional acts or omissions of Utility Partner, or any person employed by or acting on behalf of Utility Partner, during the performance of Services under this Agreement.

To the extent allowed by law, Resource Central, on behalf of itself and its successors and assigns, agrees to hold harmless and indemnify Utility Partner, its officers, directors, and employees, and contractors from and against losses, liabilities, expenses, and costs, including, without limitation, reasonable attorney's fees and costs, arising out of (i) the negligent performance of Services under this Agreement by Resource Central or any person employed by or acting on behalf of Resource Central; or (ii) any injury to persons or property to the proportional extent caused by the negligent or intentional acts or omissions of Resource Central, or any person employed by or acting on behalf of Resource Central, during the performance of Services under this Agreement.

- D. **No Third-Party Rights.** Except as otherwise provided, this Agreement shall inure to the benefit of, and be binding only upon, the Parties. No third-party beneficiary rights or benefits of any kind are expressly or impliedly provided herein.
- E. **Designated Representatives.** For the purpose of this Agreement, the persons named below are designated the representatives of the Parties. Unless otherwise provided in this Agreement, all notice required to be given by the Parties shall be given either by hand delivery or email, with confirmed receipt, or by registered or certified mail to the representative named below. The Parties may designate in writing a new or substitute representative:

For Resource Central:

Neal Lurie
President
Resource Central
6400 Arapahoe Road, Suite B
Boulder, CO 80303
303-999-3820 x202
nlurie@resourcecentral.org

For Utility Partner:

Heather Bowen
Town Clerk
703 WCR 37
Lochbuie, CO 80603
303-990-5783
hbowen@lochbuie.org

-
- F. **Default and Remedies.** If either Party fails to comply with this Agreement, the other Party shall provide written notice specifying the breach, and the breaching Party shall be allowed thirty (30) days to cure, or such longer period as agreed to by the Parties in writing if the cure will require additional time. If the breaching Party fails to cure the breach, timely under this agreement, the non-breaching Party shall have all remedies

available in law or in equity. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term or the same term upon subsequent breach.

- G. Modifications. This Agreement is intended as the complete integration of understanding between the Parties. Both Parties may make modifications to this Agreement as needed, provided that no modification may be made to the number of Garden In A Box kits requested by Utility Partner, as specified in the Payment Schedule and Terms, and guaranteed to be provided by Resource Central. Such modification shall not be effective until it is accepted in writing by a legally authorized representative of each Party.
- H. Severability. The terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.
- I. Exhibits. All exhibits and attachments to this Agreement shall be deemed incorporated herein by reference.
- J. Independent Contractor. Resource Central shall perform the Services under this Agreement as an independent contractor. The Parties do not intend, nor shall it be construed that Resource Central or any Resource Central subcontractor, employee, or volunteer is an employee of Utility Partner for any purposes whatsoever.
- K. Employee Financial Interest. The Parties aver that to their knowledge, no employee of Utility Partner has any personal or beneficial interest whatsoever in the service or property described herein.
- L. Legal Authority – Signatory. Each Party represents and warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, by-laws, and applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement, or any part thereof, and to bind itself to its terms. If requested by the other Party, each Party shall provide the other with proof of its authority to enter into this Agreement within twenty (20) days of receiving such request.
- M. Choice of Law. Colorado law shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference that conflicts with Colorado law shall be null and void. Any provision incorporated herein by reference that purports to negate this provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Venue for a legal action relating to the interpretation, execution, or enforcement of this Agreement shall be in the District Court, Boulder County, Colorado.
- N. Force Majeure. Resource Central shall not be held liable or responsible to the Utility Partner nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement due to circumstances beyond its control (generally, a “Force Majeure Event”) including, but not limited to, national emergencies, unusually severe weather (including fire and flood), catastrophe, acts of God, insurrection, war, riot, epidemic, quarantine restrictions, labor disturbances, or embargoes. The occurrence of any Force Majeure Event shall excuse Resource Central from performing its obligations under this Agreement. However, the occurrence of a

Force Majeure Event shall not excuse the Utility Partner's obligation under this Agreement to pay the Base Program Price.

O. Intellectual Property Rights. All work product(s) created under this Agreement, including software, drawings, videos, manuals, survey data and related reports, charts, photographs, designs, papers, documents and copies, abstracts and summaries thereof, whether printed material, original works of authorship, electronic documents and intellectual property produced, invented, reduced to practice, or created as a result of the work performed under this Agreement ("Creations") shall be the sole property of Resource Central and may not be used, sold, licensed or disposed of in any manner without prior written approval of Resource Central. To the maximum extent permitted by applicable law, all Creations shall be deemed works made for hire under the United States copyright laws, and all right, title, and interest in and to such work product shall vest automatically in Resource Central.

P. Termination. Resource Central may terminate this Agreement for any reason by providing thirty (30) days written notice to Utility Partner (the "Termination Notice"). Utility Partner must compensate Resource Central for any work completed prior to and including the date of termination, as specified in the Termination Notice.

IN WITNESS WHEREOF, each Utility Partner has executed this Memorandum of Agreement or caused it to be executed on its behalf by its duly authorized representatives.

Resource Central

Utility Partner

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A
GARDEN IN A BOX PROGRAM
SCOPE OF WORK

GARDEN IN A BOX PROGRAM
SCOPE OF WORK

I. Scope of Work

A. Design and Ordering of Gardens

1. Garden Design. Resource Central shall work with landscape designers to create at least six (6) waterwise/low-water garden designs, which shall be made available to Utility Partner residents. Once those designs have been completed, Resource Central shall work with local nurseries to secure plants. If necessary, Resource Central shall select appropriate substitute plants.

The gardens shall be assembled into kits, which shall include a design layout (including Resource Central's plant-by-number design), a variety of low-water plants, and helpful tips about waterwise gardening, including planting and maintenance instructions for all of the plants ("Garden In A Box").

2. Ordering. Utility Partner shall order, and Resource Central shall provide, a minimum of eight (8) Garden In A Box discounts for the garden sale season. Eight (8) Garden In A Box kits will be reserved for the March-June 2024 season. Any unused discounts during the spring sale will be carried forward into the July-September 2024 season. Subject to availability, Resource Central shall order additional garden discounts as specified by Utility Partner.

Resource Central shall have the number of Garden In A Box kits ordered by Utility Partner available for Utility Partner residents to order at the rate specified in section I.A.1 of the Payment Schedule and Terms.

B. Marketing, Advertising, Customer Service, and Sales

1. Marketing and Publicity. Utility Partner shall be responsible for marketing and publicizing the availability of the Program to its Customers in **at least** one round of marketing. Utility Partner may use any combination of the following media: bill inserts, website, social media, newsletter, and direct mailing. **If only one round will take place, the marketing must be in the form of a water bill insert.**

A marketing toolkit, developed by Resource Central, will contain promotional templates and individual advertisement components for the Utility Partner to use. Resource Central will supply a recommended marketing calendar and template, which will list the recommended dates and media type(s) for the Utility Partner to disseminate marketing materials using the marketing toolkit. Advertising content may be created by either Resource Central or Utility Partner; however, Utility Partner must use the aforementioned marketing toolkit components (i.e., verbiage, logos, photographs) for Program advertisements and all efforts must be approved by Resource Central prior to publishing. **All marketing toolkit contents are property of Resource Central and are to be used exclusively to advertise and promote its programming.**

If Resource Central determines a sufficient number of requests exist, despite all rounds of intended advertising having not been completed, Resource Central may waive the requirement that Utility Partner conduct an additional advertising round. Resource Central shall provide Utility Partner with notice of any such waiver in writing.

2. Garden Availability. Since Garden In A Box kits are also available to the public and demand can exceed inventory, Resource Central will hold back some inventory to allow for Utility Partner to market the program to its residents during the first three (3) weeks of the sale. Once all Garden In A Box inventory is released on the website, they are sold first come, first served.
3. Advertising of Program. Resource Central may design and pay for the placement of advertisements in a local newspaper or online (social media), and write and disseminate press releases and public service announcements publicizing the Program.
4. Customer Service. Resource Central shall handle all incoming phone calls and emails regarding the Program and respond to all questions.
5. Sales. Resource Central shall create and manage an online retail platform. Resource Central shall also process orders and take payment via check and credit card.

C. Distribution of Garden In A Box Kits

1. Garden In A Box Assembly. Resource Central shall organize and handle delivery of all plants, which shall be pre-packaged according to the designs developed by Resource Central.
2. Training of Utility Partner Staff. Resource Central shall train Utility Partner staff, if Utility Partner elects to provide staff to aid in the distribution.
3. Distribution. Resource Central shall conduct at least one (1) distribution within twenty (20) miles of the Utility Partner service area at a mutually agreed upon location(s). Before the distribution(s), Resource Central staff and volunteers shall prepare and organize all plants required for the distribution(s). Resource Central shall organize volunteers to help distribute Gardens In A Box at each requested distribution location. Resource Central shall provide at least one of its staff members and one volunteer to conduct the distribution(s). Resource Central staff and/or volunteer(s) shall confirm that participants have pre-ordered and pre-paid for their Garden In A Box. Resource Central staff and/or volunteer(s) shall then assist participants in retrieving their requested Garden In A Box kit(s). At that time, Resource Central staff and/or volunteer(s) shall give the participant the plant and care guides for their requested Garden In A Box kit(s).
4. Undistributed Garden Kits. If, after a distribution is completed, there remain undelivered Garden In A Box kits, Resource Central shall make the undelivered Garden In A Box kits available for pickup by the participant at 6400 Arapahoe, Boulder, CO, 80303. Resource Central shall make all reasonable efforts to sell any remaining plants individually. Regardless of Resource Central's ability to sell undistributed Garden In A Box kits or individual plants, Utility Partner is still obligated to pay the Base Program Price and any additional charges associated with Utility Partner's requested number of Garden In A Box kits, as specified in the Payment Schedule and Terms, attached hereto as Attachment B.
5. Time of Distributions. All distributions shall be conducted during the period from May 1, 2024, to September 30, 2024, with the primary months being May, June, August, and September.

D. Program Updates

1. Demand Updates. During peak garden sales season, Resource Central shall provide to Utility Partner updates about the Program at least every other week.

2. Updates Upon Request. Updates shall also be provided to Utility Partner within five (5) business days of any written request.
3. Contents of Updates. Both regularly scheduled and requested updates shall include a summary of Resource Central's progress in meeting its obligations under the Agreement. This includes the number of discounts used at the time of the update, and the percentage of the discounts requested by Utility Partner that this represents.

E. Post-Distribution Activities

1. Participant Satisfaction Surveys. After the Program Term has ended, Resource Central shall conduct a satisfaction survey of all participants purchasing Garden In A Box kits.
2. Annual Report. Resource Central shall also compile information about the Program. The survey results and the Program information shall be included in a final report detailing the Program results. Resource Central shall provide Utility Partner with this report by December 31, 2024.

ATTACHMENT B
GARDEN IN A BOX PROGRAM
PAYMENT SCHEDULE AND TERMS

GARDEN IN A BOX PROGRAM
PAYMENT SCHEDULE AND TERMS

I. Payment Terms

A. Base Program Price

1. Price Charged to Utility Partner's Residents. Six (6) garden designs shall be made available for Utility Partner's residents to choose from. The six (6) options shall cost circa \$99-\$320 for water customers of Utility Partner as long as discounts remain available. Resource Central shall make all good faith efforts to keep the price charged to Utility Partner's residents below retail cost.
2. Price Charged to Utility Partner. To make the Garden In A Box Program available to Utility Partner in 2024, Utility Partner shall pay a base program price of \$616.00 ("Base Program Price").
3. Services Included in Base Program Price. The Base Program Price covers a portion of Resource Central's costs associated with managing and organizing the program as outlined in the Garden In A Box Scope of Work. In addition, the Base Program Price includes eight (8) discounts of \$25 for each Garden In A Box kit that participants purchase during the sales season. Participants must be receiving their water service through Utility Partner to be eligible for discounts. The Base Program Price also includes one (1) distribution within twenty (20) miles of the Utility Partner service area at a mutually agreed-upon location.

B. A la Carte Prices

1. Additional Gardens and Distributions. Subject to availability in the spring season, Utility Partner may order more garden discounts than the eight (8) discounts included in the Base Program Price and will only pay \$25 for each additional discount (no additional Base Program Price). A maximum of ten (10) additional Garden In A Box discounts can be purchased by the Utility Partner. **Any unused discounts in the spring will carry over to the late summer garden season; however, unused discounts in the late summer cannot be carried over, refunded, or transferred into the next calendar year.**

C. Liability for Cost of Unsold Gardens and Unclaimed Discounts

1. Costs Associated with Garden Order. Utility Partner shall not be liable for the costs associated with unsold Garden In A Box kits that are part of the order of eight (8) discounts.
2. No Refund. Resource Central shall not provide a refund to Utility Partner for any unsold gardens or unclaimed discounts.

II. Payment Schedule and Invoicing

- A. Invoicing. Resource Central shall bill Utility Partner for all work completed pursuant to the Agreement. Payment shall be due within thirty (30) days of the date the invoice is issued by Resource Central. Said invoice shall be issued upon Utility Partner's submission to Resource Central of a signed version of the Agreement. Such payment must be made by check or electronic payment (EFT) payable to Resource Central.
- B. Payment Deadlines. For purposes of these payment deadlines, a payment shall be deemed to have been made upon the date of its actual receipt by Resource Central.

SLOW THE FLOW IRRIGATION AUDIT PROGRAM AGREEMENT

THIS Slow the Flow Irrigation Audit Program Agreement (“Agreement”) is made on (“Effective Date”), by and between Resource Central and the Town of Lochbuie (“Utility Partner”) (each individually a “Party,” or collectively “Parties”).

Recitals

1. WHEREAS in most communities across the western United States, over half of all residential water is consumed outdoors, primarily for watering turf landscapes. Outdoor water use typically occurs during a short 3-4 month season, resulting in very high peak seasonal usage, and correspondingly high demands on most water providers. Although outdoor water use is water-intensive, there is significant potential for water savings because generally there is a great deal of inefficiency in most irrigation systems. Many irrigation systems can benefit from simple changes such as fixing or adjusting sprinkler heads, ensuring appropriate operating pressure, and implementing appropriate watering schedules;
2. WHEREAS increasing irrigation system efficiency and teaching property owners and responsible parties (“Customers”) about best management practices has many positive benefits for the Utility Partner provider, the homeowner, the community, and the environment. Not only can this reduce the demand for water during peak service hours and help avoid unnecessary costs to the Utility Partner and community, it can also result in greater cost effectiveness for the Customer, and provide them with the knowledge to have a healthier landscape. Additionally, the amount of runoff associated with inefficient irrigation systems and improper watering practices can be significantly reduced. This not only helps avoid damage to sidewalks and streets, but it also results in improved water quality because irrigation runoff is not being washed down the storm drains; and
3. WHEREAS to provide these benefits for Utility Partner’s water customers, Utility Partner wishes to engage Resource Central to organize and conduct the Slow the Flow Irrigation inspection program (“Program”) for the term specified in Section III in partnership with Utility Partner.

NOW THEREFORE, in consideration of the terms and conditions contained herein and other good and valuable consideration, the Parties agree as follows:

I. Program Obligations

A. Resource Central Obligations

Resource Central shall provide the services described in the Slow the Flow Irrigation Audit Program Scope and Conditions of Work, attached hereto as Attachment A (“Services”).

B. Utility Partner Obligations

1. Work Order and Obligations. Utility Partner shall complete the Work Order and Obligations, attached hereto as Attachment B, no later than the time the Agreement is completed and returned to Resource Central or Friday, February 9, 2024, whichever comes first. In the Work Order and Obligations, Utility Partner shall

identify the precise nature of services requested, including but not limited to: the number and type of Customers who may participate in the Program, and whether Utility Partner wishes to implement a prioritization system for Customer participation. Utility Partner shall also comply with all obligations specified in the Work Order Obligations.

2. Marketing and Publicity. Utility Partner shall be responsible for publicizing the availability of the Program to its Customers in **at least** one round of marketing. Efforts to publicize the Program to its Customers may include, but are not limited to, advertising media such as the Utility Partner's bill inserts, website, social media, newsletter, and direct mailing. **If only one round will take place, the marketing must be in the form of a water bill insert.**

Resource Central will develop a marketing toolkit containing these promotional templates and individual advertisement components for the Utility Partner to use. Resource Central will supply a recommended marketing calendar and template, which will list the recommended dates and media type(s) for the Utility Partner to disseminate marketing materials using the marketing toolkit. Advertising content may be created by either Resource Central or Utility Partner; however, Utility Partner must use the toolkit components (i.e., verbiage, logos, photographs) for Program advertisements and all efforts must be approved by Resource Central prior to publishing. **All marketing toolkit contents are property of Resource Central and are to be used exclusively to advertise and promote its programming.**

If Resource Central determines sufficient demand exists, despite all rounds of advertising having not been completed, Resource Central may waive the requirement that Utility Partner conduct an additional advertising round. Resource Central shall provide Utility Partner with notice of any such waiver in writing.

For the purposes of communication regarding program marketing and outreach, Resource Central requests the contact information of a designated marketing point of contact. The person(s) named below is designated Utility Partner's representative(s) for marketing efforts.

For Utility Partner:

Heather Bowen
Town Clerk
703 WCR 37
Lochbuie, CO 80603
303-990-5783
hbowen@lochbuie.org

3. Complete and Submit Signed Agreement and Attachments. Utility Partner shall submit to Resource Central a signed copy of the Agreement no later than Friday, February 9, 2024.

II. Price, Payment Amount, and Billing Procedure

- A. Payment of Program Price. Utility Partner shall pay Resource Central the program price, pursuant to the Slow the Flow Irrigation Audit Program Payment Schedule and Terms, attached hereto as Attachment C.

III. Term

- A. Term of Agreement. The Term of this Agreement commences on the Effective Date and terminates on December 31, 2024, or on the date the Agreement is earlier terminated, as provided herein.

IV. General Provisions

- A. Record-Keeping Requirements. Both Resource Central and Utility Partner shall maintain all records, documents, communications, and other material that pertain to this Agreement (“Records”) for a period of three (3) years from the date of final payment under this Agreement, unless Resource Central or Utility Partner requests that the records be retained for a longer period. Resource Central and Utility Partner each shall provide access to such Records to the other during normal business hours for review and copying.
- B. No Delegation. Except as otherwise provided, the Parties’ duties and obligations shall not be assigned, delegated, or subcontracted except with the express prior written consent of the other Party. All subcontractors shall be subject to the requirements of this Agreement.
- C. Indemnification. To the extent allowed by law, Utility Partner, on behalf of itself and its successors and assigns, agrees to indemnify, defend, and hold harmless the Resource Central, its officers, directors, and employees, contractors, and volunteers from and against losses, liabilities, expenses, and costs, including, without limitation, reasonable attorney’s fees and costs, arising out of (i) the negligent performance under this Agreement by Utility Partner or any person employed by or acting on behalf of Utility Partner; or (ii) any injury to persons or property to the proportional extent caused by the negligent or intentional acts or omissions of Utility Partner, or any person employed by or acting on behalf of Utility Partner, during the performance of Services under this Agreement.

To the extent allowed by law, Resource Central, on behalf of itself and its successors and assigns, agrees to hold harmless and indemnify Utility Partner, its officers, directors, and employees, and contractors from and against losses, liabilities, expenses, and costs, including, without limitation, reasonable attorney’s fees and costs, arising out of (i) the negligent performance of Services under this Agreement by Resource Central or any person employed by or acting on behalf of Resource Central; or (ii) any injury to persons or property to the proportional extent caused by the negligent or intentional acts or omissions of Resource Central, or any person employed by or acting on behalf of Resource Central, during the performance of Services under this Agreement.

- D. No Third-Party Rights. Except as otherwise provided, this Agreement shall inure to the benefit of, and be binding only upon, the Parties. No third-party beneficiary rights or benefits of any kind are expressly or impliedly provided herein.
- E. Designated Representatives. For the purpose of this Agreement, the persons named below are designated the representatives of the Parties. Unless otherwise provided in this Agreement, all notice required to be given by the Parties shall be given either by hand delivery or email, with confirmed receipt, or by registered or certified mail to the representative named below. The Parties may designate in writing a new or substitute representative:

For Resource Central:

Neal Lurie
President
Resource Central
6400 Arapahoe Road, Suite B
Boulder, CO 80303
303-999-3820 x202
nlurie@ResourceCentral.org

For Utility Partner:

Heather Bowen
Town Clerk
703 WCR 37
Lochbuie, CO 80603
303-990-5783
hbowen@lochbuie.org

- F. Default and Remedies. If either Party fails to comply with this Agreement, the other Party shall provide written notice specifying the breach, and the breaching Party shall be allowed thirty (30) days to cure, or such longer period as agreed to by the Parties in writing if the cure will require additional time. If the breaching Party fails to cure the breach timely under this agreement, the non-breaching Party shall have all remedies available in law or in equity. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term or the same term upon subsequent breach.
- G. Modifications. This Agreement is intended as the complete integration of understanding between the Parties. This Agreement may only be modified or amended upon written mutual agreement by the Parties.
- H. Severability. The terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.
- I. Exhibits. All exhibits and attachments to this Agreement shall be deemed incorporated herein by reference.
- J. Independent Contractor. Resource Central shall perform the Services under this Agreement as an independent contractor. The parties do not intend, nor shall it be construed that Resource Central or any Resource Central subcontractor or employee is an employee of the Utility Partner for any purposes whatsoever.
- K. Employee Financial Interest. The Parties aver that to their knowledge, no employee of Utility Partner has any personal or beneficial interest whatsoever in the service or property described herein.
- L. Legal Authority – Signatory. Each Party represents and warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, by-laws, and applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement, or any part thereof, and to bind itself to its terms. If requested by the other Party, each Party shall provide the other with proof of its authority to enter into this Agreement within 15 days of receiving such request.
- M. Choice of Law. Colorado law shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference that conflicts with Colorado law shall be null and void. Any provision incorporated herein by reference that purports to negate this provision in whole or in

part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Venue for a legal action relating to the interpretation, execution, or enforcement of this Agreement shall be in the District Court, Boulder County, Colorado.

- N. Force Majeure. Resource Central shall not be held liable or responsible to the Utility Partner nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement due to circumstances beyond its control (generally, a “Force Majeure Event”) including, but not limited to, national emergencies, unusually severe weather (including fire and flood), catastrophe, acts of God, insurrection, war, riot, epidemic, quarantine restrictions, labor disturbances, or embargoes. The occurrence of any Force Majeure Event shall excuse Resource Central from performing its obligations under this Agreement. However, the occurrence of a Force Majeure Event shall not excuse the Utility Partner’s obligation under this Agreement to pay the Non-Refundable Deposit.
- O. Intellectual Property Rights. All work product(s) created under this Agreement, including software, drawings, videos, manuals, survey data and related reports, charts, photographs, designs, papers, documents and copies, abstracts and summaries thereof, whether printed material, original works of authorship, electronic documents and intellectual property produced, invented, reduced to practice, or created as a result of the work performed under this Agreement (“Creations”) shall be the sole property of Resource Central and may not be used, sold, licensed or disposed of in any manner without prior written approval of Resource Central. To the maximum extent permitted by applicable law, all Creations shall be deemed works made for hire under the United States copyright laws, and all right, title, and interest in and to such work product shall vest automatically in Resource Central.
- P. Non-Disclosure of Confidential Material. Resource Central acknowledges that Utility Partner has made, or may make, available to Resource Central customer records, which contain personally identifiable information (“Confidential Material”). Except as essential to Resource Central’s performance under this Agreement, Resource Central shall not: (a) make any disclosure of the Confidential Material to any third party; (b) duplicate or copy the Confidential Material; or (c) use the Confidential Material for any purposes outside the scope of Resource Central’s performance under this Agreement. In the event Resource Central discloses Confidential Material to a third party, all personally identifiable information shall be redacted. Resource Central shall notify each person to whom any disclosure is confidential, that the Confidential Material shall be kept confidential.
- Q. Termination. Resource Central may terminate this Agreement for any reason by providing thirty (30) days written notice to Utility Partner the “Termination Notice”). Utility Partner must compensate Resource Central for any work completed prior to and including the date of termination, as specified in the Termination Notice.

IN WITNESS WHEREOF, each Party has executed this Memorandum of Agreement or caused it to be executed on its behalf by its duly authorized representatives.

Resource Central

Utility Partner

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A
SLOW THE FLOW IRRIGATION AUDIT PROGRAM
SCOPE AND CONDITIONS OF WORK

SLOW THE FLOW IRRIGATION AUDIT PROGRAM
SCOPE AND CONDITIONS OF WORK

I. Scope of Work

A. Performance of Audits

1. Audit Procedures. Resource Central employees (“Technicians”) shall conduct site visits and evaluate the efficiency of residential and non-residential irrigation systems, as specified by Utility Partner in the Work Order and Obligations, attached hereto as Attachment C. The evaluations (“Audits”) shall begin with a visual inspection of the irrigation system, which shall identify design issues, broken parts, capital improvements, and maintenance problems. The Technicians shall visually check for leaks during this time and measure the irrigable area of the property during the Audits.

The Technicians shall then conduct two tests on representative zones for the irrigation systems. The tests performed measure the distribution uniformity, precipitation rate, pressure, and soil type of the zones. These tests provide the Technicians with the information necessary to make recommendations to the Customer for improving the efficiency of the irrigation systems. Due to the different characteristics of rotor heads and spray heads, the Technicians are unable to test any irrigation zones that utilize both sprays and rotors on the same circuit, otherwise known as a mixed zone. If both rotors and spray heads are utilized on the property, but in separate zones, at least one test shall be performed for each type of head.

After conducting these tests, the Technicians shall develop a site-specific watering schedule for the tested zones. The watering schedule can serve as a representative schedule for zones with similar characteristics. All results and recommendations are included in a synopsis for the Customer (“Audit Report”). The Technician reviews the Audit Report with the Customer, explains additional landscape best management practices, provides horticultural resources, and makes all attempts to answer any questions the Customer may have. The Technicians shall follow up with Customers if any further clarification is needed.

2. Non-Residential Audit Procedures. In conducting non-residential property Audits, in addition to the standard Audit Procedures, the Technicians shall conduct an appropriate number of tests (25-50% of all turf zones) on each sub-property comprising the non-residential property being audited. A written report detailing problems found zone by zone as well as the results from tests conducted shall be generated and sent to the Customer within two weeks of completing the Audit.
3. Number of Technicians. Audits of residential properties shall be conducted by one Technician; Audits of non-residential properties may require the participation of two Technicians.
4. Provision of Technicians. Resource Central shall provide the Technicians necessary to perform the number of Audits requested by Utility Partner in the Work Order and Obligations.

B. Customer Service and Scheduling of Audits

1. Customer Service. Resource Central shall handle all customer service issues related to the Program, including answering Customer questions and addressing any concerns.
2. Scheduling. Resource Central employees (“Schedulers”) shall schedule Audits of residential and non-residential properties.

3. Provision of Schedulers. Resource Central shall provide the Schedulers necessary to schedule the number of Audits requested by Utility Partner in the Work Order and Obligations.
4. Scheduling Priority. Schedulers shall schedule Audits of residential and non-residential properties on a first-come, first-served basis, unless directed otherwise by Utility Partner in the Work Order and Obligations.
5. Reminders. If the appointment is scheduled more than two days in advance, Resource Central shall exercise due diligence in placing reminder phone calls or emails.
6. Coordinating Appointments for Non-Residential Audits. Once a non-residential Customer has completed the application and necessary liability form, Schedulers will work with the Customer to coordinate an appointment time for the non-residential audit. To avoid gaps in the schedule or having to unnecessarily waitlist interested properties, deadlines to coordinate appointment times for non-residential properties may be imposed by the Scheduler on any non-residential properties. If the deadline is not met, the Scheduler shall move the property to the bottom of the request list and shall begin working with another property. This provides an incentive for efficient and timely communication between all parties involved.

C. Number and Type of Audits to be Completed

1. Allocation of Audits. Pursuant to Section I.B.2 of the Slow the Flow Irrigation Audit Program Agreement, Utility Partner may allocate a set number of Audits toward residential and non-residential properties in the Work Order and Obligations.
2. Re-Allocation of Audits by Resource Central. If the demand to complete the number of Audits for a specific property type is not sufficient, but there is sufficient demand to complete the number of Audits for another property type that has been deemed eligible by Utility Partner, Resource Central has the right to transfer the allocated number of Audits to the other property type after August 5, 2024. Resource Central shall notify Utility Partner when it appears as though this situation may occur.
3. Reasonable Efforts. Resource Central shall make all reasonable efforts to complete the maximum number of Audits agreed to. If (1) demand is higher than the contracted amount, (2) Resource Central staff is available, and (3) Utility Partner approves additional funds, more Audits may be conducted.

D. Program Updates

1. Demand Updates. During the course of the Program Term, Resource Central shall provide to Utility Partner updates about the Program at least every other week.
2. Updates Upon Request. Updates shall also be provided to Utility Partner within five (5) business days of any request.
3. Contents of Updates. Both regularly scheduled and requested updates shall include a summary of Resource Central's progress in meeting its obligations under the Agreement. This includes the number of Audits completed, the number of Audits scheduled but not yet completed, and the number of Audits requested but not yet scheduled.

4. Delivery of Updates. Resource Central shall email such updates to the following address(es): hbowen@lochbuie.org

E. Post-Audit Activities

1. Customer Satisfaction Surveys. After the Program Term has ended, Resource Central shall conduct a customer satisfaction survey of all property owners requesting and receiving irrigation Audits. Resource Central shall also compile and analyze the data collected from the irrigation Audits. The survey results and the data analysis shall be included in a final report detailing the Program results. Resource Central shall provide Utility Partner with this report by December 31, 2024.
2. Impact Analysis Report. Resource Central shall prepare an Impact Analysis Report. To prepare that report, one year after the Audit period has ended, Resource Central shall compare the pre- and post-Audit water usage of all residential Customers requesting and receiving Program Audits. Resource Central will assess their water usage over time and in comparison to climate conditions. Resource Central shall use this information to produce the Impact Analysis Report, using multiple methods of analysis along with charts and graphs to determine and analyze the water savings benefits of the Program. This analysis shall be based on methodology developed by Resource Central, which has been approved by peers in the water community, and presented at a variety of conferences. The report includes summary data, numerous types of analyses, charts, graphs, and explanatory narrative sections. To provide transparency, Resource Central shall also include anonymous residential Customer data.

II. Conditions of Work

1. Responsible Adult Must be Present. Resource Central shall not perform a residential Audit unless at least one person affiliated with the property (i.e., an owner or resident), who is at least 18 years of age, is present on the premises for the duration of the Audit. Resource Central shall not perform a non-residential Audit unless the Technician(s) are able to meet with the property owner or the property owner's designee responsible for the management of the non-residential property during the visual inspection of the property.
2. Liability Waiver Must be Signed. Resource Central shall have no obligation to conduct an Audit until the property owner to be audited has signed a Program Liability Waiver, attached hereto as Attachment D.
3. Non-Enforcement of Watering Restrictions. If watering restrictions are instituted, the Audit may take place outside of the property owner's permitted watering schedule. Utility Partner agrees not to enforce any watering restrictions against the Customer or Resource Central if this occurs.

ATTACHMENT B
SLOW THE FLOW IRRIGATION AUDIT PROGRAM
WORK ORDER AND OBLIGATIONS

SLOW THE FLOW IRRIGATION AUDIT PROGRAM
WORK ORDER AND OBLIGATIONS

Number of Audits

Subject to Resource Central's approval and consent, Utility Partner requests that Resource Central conduct Audits for a Total Program Price of \$1,480.00.

Term of Program

Subject to Resource Central's approval and consent, Resource Central shall conduct the Program from June 5, 2024, through October 4, 2024, weather, staff, and demand permitting. Resource Central may in its sole discretion choose to extend the term of the Program. Resource Central shall provide notice of any such extension to Utility Partner in writing.

Marketing and Publicity

Utility Partner shall be responsible for marketing and publicizing the availability of the Program to its Customers in **at least** one round of marketing. Utility Partner may use any combination of the following media: bill inserts, website, social media, newsletter, and direct mailing. **If only one round will take place, the marketing must be in the form of a water bill insert.**

A marketing toolkit, developed by Resource Central, will contain promotional templates and individual advertisement components for the Utility Partner to use. Resource Central will supply a recommended marketing calendar and template, which will list the recommended dates and media type(s) for the Utility Partner to disseminate marketing materials using the marketing toolkit. Advertising content may be created by either Resource Central or Utility Partner; however, Utility Partner must use the aforementioned marketing toolkit components (i.e., verbiage, logos, photographs) for Program advertisements and all efforts must be approved by Resource Central prior to publishing. **All marketing toolkit contents are property of Resource Central and are to be used exclusively to advertise and promote its programming.**

If Resource Central determines a sufficient number of requests exist despite all rounds of advertising having not been completed, Resource Central may waive the requirement that Utility Partner conduct an additional advertising round. Resource Central shall provide Utility Partner with notice of any such waiver in writing.

Eligibility Requirements and Standard Operating Procedure

Resource Central Slow the Flow Program's standard operating procedure is to allow repeats on residential appointments, i.e., previous residential participants can have another audit from a previous year. We also conduct outdoor irrigation audits on non-residential properties, such as HOAs, commercial/business, and municipal or civic properties.

It is the Utility Partner's responsibility to inform Resource Central if properties or repeats are ineligible or restricted in quantity. If the Utility Partner has any special requests outside the aforementioned standard operating procedure, please contact Elisabeth Bowman, Conservation Engagement Manager, at ebowman@resourcecentral.org or 303-999-3820 ext. 210.

Additional Obligations

1. Attach a sample water bill to the Work Order and Obligations. Resource Central attempts to obtain water account numbers from properties we audit. Please circle on Utility Partner's water bill which number Resource Central should retrieve.
2. If applicable, provide Resource Central with a description of watering restrictions and rebates and provide rebate forms if available.
3. Please notify Resource Central if any of the Slow the Flow Colorado paperwork is needed for a resident to receive a rebate.
4. Please notify Resource Central of any changes to watering restrictions or rebate forms as soon as they occur.
5. Please provide Resource Central with a description of any local government code provisions that may be relevant to conducting irrigation audits (such as check valve requirements, irrigation efficiency standards, etc.).
6. Resource Central requires participants to complete a Liability Waiver and Water Records Release, attached hereto as Attachment D, before receiving an audit. This waiver declares that Resource Central may access the participant's water records. Waiver is attached for Utility Partner reference. Please review the attached waiver to make sure it meets your local government's requirements for customer access of water records.

If the waiver does not meet your requirements, please contact Elisabeth Bowman, Conservation Engagement Manager, at ebowman@resourcecentral.org or 303-999-3820 ext. 210.

7. Utility Partner shall provide Customer water records to Resource Central in the format requested by Resource Central within four (4) weeks of receiving such a request from Resource Central.

ATTACHMENT C
SLOW THE FLOW IRRIGATION AUDIT PROGRAM
PAYMENT SCHEDULE AND TERMS

SLOW THE FLOW IRRIGATION AUDIT PROGRAM
PAYMENT SCHEDULE AND TERMS

I. Payment Terms

A. Program Price

1. Residential Audits. Residential Audits shall be billed at a standard cost of \$111.00.
2. Non-Residential Audits. Large properties (including but not limited to HOA common areas, commercial properties, etc.) are billed at \$61.50 per hour per Technician conducting an Audit and includes but is not limited to travel time, conducting the visual inspection, performing tests, answering questions, and preparing the Audit Report.
3. Total Audit Price. The Total Audit Price shall be equal to the total dollar amount of Audits requested by Utility Partner in the Work Order and Obligations. Based on Utility Partner's contract of \$1,480.00, the Total Audit Price is \$1,110.00.
4. Non-Refundable Deposit. The Non-Refundable Deposit offsets Resource Central's fixed costs of managing the Program and paying staff, who are hired based on the funds specified in this Agreement. Based on Utility Partner's contract of \$1,480.00, the Non-Refundable Deposit is \$370.00.
5. Total Program Price. Utility Partner shall pay the Total Program Price, which is equal to the sum of the Non-Refundable Deposit and the fees for all completed Audits (\$1,480.00).

B. Cancellations

1. If an Audit is cancelled prior to the Technician arriving on site due to adverse weather conditions (i.e., lightning, heavy rain, or significant wind conditions), Utility Partner shall not be charged for the Audit and all attempts shall be made to reschedule. If weather interrupts a residential Audit that is already underway and it cannot be completed at that time, Utility Partner shall be charged the agreed-upon amount as well as \$63.00 per Audit Hour for the time needed to complete the Audit at a later date.
 - a. Residential. Audit cancellations made with at least one (1) full business day's notice shall not be charged to Utility Partner. No-shows or cancellations of residential Audits made with less than one (1) full business day's notice of the scheduled appointment shall be charged to Utility Partner at the standard rate and shall not be rescheduled unless the reason for cancellation falls within the category of an emergency situation as described below. The following events shall be considered emergencies: life- or limb-threatening medical situations, death of a friend or family member, or a major sprinkler system malfunction that would prohibit the Audit from taking place (i.e., broken mainline/backflow preventer, etc.). The sprinkler system malfunction must have occurred within 24 hours of the scheduled appointment.
 - b. Non-Residential Properties. Audit cancellations made with at least five (5) full business days' notice shall not be charged to Utility Partner. No-shows or cancellations of non-residential Audits made with less than five (5) full business days' notice of the scheduled appointment shall be charged to Utility Partner at 25% of the anticipated full billable amount based on property size and shall not be

rescheduled unless the reason for cancellation falls within the category of an emergency situation as described below. The following events shall be considered emergencies: life- or limb-threatening medical situations, death of a friend or family member, or a major sprinkler system malfunction that would prohibit the Audit from taking place (i.e., broken mainline/backflow preventer, etc.). The sprinkler system malfunction must have occurred within 24 hours of the scheduled appointment.

II. Payment Schedule and Invoicing

- A. Payment Schedule. Utility Partner shall pay the Non-Refundable Deposit within thirty (30) days of signing the Agreement. Such payment must be made by check or electronic payment (EFT) payable to Resource Central.

Utility Partner shall pay for completed Audits on a monthly basis, pursuant to the Invoicing terms specified below.

- B. Invoicing. Resource Central shall bill Utility Partner monthly for all work completed pursuant to the Agreement. The Customers' Utility Partner-issued account numbers, when available, as well as the name of the homeowner, address of audited property, and date of Audit for that property shall be provided with the monthly invoice. Payment shall be due within thirty (30) days of the date the invoice is issued by Resource Central.

Resource Central shall include on its monthly invoice for non-residential Audits the name and address of each Customer coordinating the Audit with Resource Central. Resource Central shall make all reasonable attempts to obtain non-residential Audit account numbers and shall include the name and type of property audited. For non-residential properties Resource Central shall provide an accounting of the number of hours spent on site and the number of hours spent creating the Audit report.

- C. Payment Deadlines. For purposes of these payment deadlines, a payment shall be deemed to have been made upon the date of its actual receipt by Resource Central.

ATTACHMENT D
SLOW THE FLOW IRRIGATION AUDIT PROGRAM
LIABILITY WAIVER AND WATER RECORDS RELEASE

LIABILITY WAIVER

By signing this waiver, you acknowledge that Resource Central will test the efficiency of your landscape irrigation system at your request. The testing will involve operating the landscape irrigation system through the manual valves and/or through the irrigation control clock. Resource Central may need to turn the system off during the inspection. **Resource Central is not responsible for any system malfunction during or after the landscape irrigation inspection.** It is the responsibility of the property owner/manager to check the irrigation control clock after the inspection to make sure it is both turned on and programmed properly. Resource Central will leave the property owner/manager with a recommended watering schedule that will likely necessitate the property owner/manager change the scheduled irrigation program on the irrigation control clock. In the case that the property owner/manager requests to have the irrigation technician change the program schedule on the irrigation control clock, it will be the property owner's/manager's responsibility to confirm that the program is scheduled for the preferred times. The property owner/manager will be responsible for monitoring the health of the landscape. **Resource Central will not be held responsible for any damage to the landscape as a result of the change in the watering schedule.**

Printed Name: _____ Address: _____
Signature: _____ Date: _____

WATER RECORDS RELEASE

The impacts of the Slow the Flow program are being monitored for the next 2-5 years. This requires a comparison of customer water usage histories gathered from his/her water provider. The information is used to show trends and impacts that result from the program and do not single out any individual customer's water usage history to third parties. Any information obtained relating to the individual customer will be kept anonymous and confidential by Resource Central.

I am or was the utility user at: _____ . I understand that Section 24-72-204(3) (a) (IX) of the Colorado Revised Statutes prohibits the release of my name, address, telephone number and personal financial information as a past or present user of a public utility.

I hereby consent and give permission to my water provider, (please list in space provided) _____ to release my water usage and billing information to Resource Central.

I further release and hold harmless my water provider as listed above from any claim, demand, action or right of action arising out of or related to the release of my name, address, and my water usage to Resource Central or which results from actions by my water provider or Resource Central relating to this program.

Printed Name: _____
Signature: _____ Date: _____

WATERWISE YARD SEMINARS PROGRAM AGREEMENT

THIS Waterwise Yard Seminars Program Agreement (“Agreement”) is made this (“Effective Date”), by and between Resource Central and the Town of Lochbuie (“Utility Partner”), (each individually a “Party,” or collectively “Parties”).

Recitals

1. WHEREAS many people are interested in the concept of a low-water landscape;
2. WHEREAS those interested in the concept of a low-water landscape are often overwhelmed by the plant selection and design of such a landscape;
3. WHEREAS, the Waterwise Yard Seminars Program will provide Utility Partner’s residents and other community members access to important information, an opportunity to have their questions answered, and access to additional resources within the community;
4. WHEREAS to help its residents increase water use efficiency, adhere to best management practices, and reach conservation goals, Utility Partner wishes to partner with Resource Central to organize and conduct the Waterwise Yard Seminars Program (“Program”) for the term specified in Section III in partnership with Utility Partner.

NOW THEREFORE, in consideration of the terms and conditions contained herein and other good and valuable consideration, the Parties agree as follows:

I. Program Obligations

A. Resource Central Obligations

1. Resource Central shall provide the services described in the Waterwise Yard Seminars Scope and Conditions of Work, attached hereto as Attachment A (“Services”).

B. Utility Partner Obligations

1. **Marketing and Publicity.** Utility Partner shall be responsible for publicizing the availability of the Program to its customers in **at least** one round of marketing. Efforts to publicize the Program to its customers may include, but are not limited to, advertising media such as the Utility Partner’s bill inserts, website, social media, newsletter, and direct mailing. **If only one round will take place, the marketing must be in the form of a water bill insert.**

Resource Central will develop a marketing toolkit containing promotional templates and individual advertisement components for Utility Partner to use. Resource Central will supply a recommended marketing calendar and template, which will list the recommended dates and media type(s) for the Utility Partner to disseminate marketing materials using the marketing toolkit. Either Resource

Central or Utility Partner may create advertising content; however, Utility Partner must use the toolkit components (i.e., verbiage, logos, photographs) for Program advertisements and all efforts must be approved by Resource Central prior to publishing. **All marketing toolkit contents are property of Resource Central and are to be used exclusively to advertise and promote its programming.**

If Resource Central determines sufficient demand exists, despite all rounds of intended advertising having not been completed, Resource Central may waive the requirement that Utility Partner conduct an additional advertising round. Resource Central shall provide Utility Partner with notice of any such waiver in writing.

For the purposes of communication regarding program marketing and outreach, Resource Central requests the contact information of a designated marketing point of contact. The person(s) named below is designated Utility Partner's representative(s) for marketing efforts.

For Utility Partner:
Heather Bowen
Town Clerk
703 WCR 37
Lochbuie, CO 80603
303-990-5783
hbowen@lochbuie.org

2. Complete and Submit Signed Agreement and Attachments. Utility Partner shall submit to Resource Central a signed copy of the Agreement no later than Friday, February 9, 2024.

II. Price, Payment Amount, and Billing Procedure

A. Payment of Program Price. Utility Partner shall pay Resource Central the Program Price, pursuant to the Waterwise Yard Seminars Program Payment Schedule and Terms, attached hereto as Attachment B.

III. Term

A. Term of Agreement. The Term of this Agreement commences on the Effective Date and terminates on December 31, 2024, or on the date the Agreement is earlier terminated, as provided herein.

IV. General Provisions

A. Record-Keeping Requirements. Both Resource Central and Utility Partner shall maintain all records, documents, communications, and other material that pertain to this Agreement ("Records") for a period of three (3) years from the date of final payment under this Agreement, unless Resource Central or Utility Partner requests that the records be retained for a longer period. Resource Central and Utility Partner each shall provide access to such Records to the other during normal business hours for review and copying.

- B. No Delegation. Except as otherwise provided, the Parties' duties and obligations shall not be assigned, delegated, or subcontracted except with the express prior written consent of the other Party. All subcontractors shall be subject to the requirements of this Agreement.
- C. Indemnification. To the extent allowed by law, Utility Partner, on behalf of itself and its successors and assigns, agrees to indemnify, defend, and hold harmless the Resource Central, its officers, directors, and employees, contractors, and volunteers from and against losses, liabilities, expenses, and costs, including, without limitation, reasonable attorney's fees and costs, arising out of (i) the negligent performance under this Agreement by Utility Partner or any person employed by or acting on behalf of Utility Partner; or (ii) any injury to persons or property to the proportional extent caused by the negligent or intentional acts or omissions of Utility Partner, or any person employed by or acting on behalf of Utility Partner, during the performance of Services under this Agreement.

To the extent allowed by law, Resource Central, on behalf of itself and its successors and assigns, agrees to hold harmless and indemnify Utility Partner, its officers, directors, and employees, and contractors from and against losses, liabilities, expenses, and costs, including, without limitation, reasonable attorney's fees and costs, arising out of (i) the negligent performance of Services under this Agreement by Resource Central or any person employed by or acting on behalf of Resource Central; or (ii) any injury to persons or property to the proportional extent caused by the negligent or intentional acts or omissions of Resource Central, or any person employed by or acting on behalf of Resource Central, during the performance of Services under this Agreement.

- D. No Third-Party Rights. Except as otherwise provided, this Agreement shall inure to the benefit of, and be binding only upon, the Parties. No third-party beneficiary rights or benefits of any kind are expressly or impliedly provided herein.
- E. Designated Representatives. For the purpose of this Agreement, the persons named below are designated the representatives of the Parties. Unless otherwise provided in this Agreement, all notice required to be given by the Parties shall be given either by hand delivery or email, with confirmed receipt, or by registered or certified mail to the representative named below. The Parties may designate in writing a new or substitute representative:

For Resource Central:

Neal Lurie
 President
 Resource Central
 6400 Arapahoe Road, Suite B
 Boulder, CO 80303
 303-999-3820 ext. 202
 nlurie@resourcecentral.org

For Utility Partner:

Heather Bowen
 Town Clerk
 703 WCR 37
 Lochbuie, CO 80603
 303-990-5783
 hbowen@lochbuie.org

-
- F. Default and Remedies. If either Party fails to comply with this Agreement, the other Party shall provide written notice specifying the breach, and the breaching Party shall be allowed thirty (30) days to cure, or such longer period as agreed to by the Parties in writing if the cure will require additional time. If the breaching Party fails to cure the

breach, timely under this Agreement, the non-breaching Party shall have all remedies available in law or in equity. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term or the same term upon subsequent breach

- G. Modifications. This Agreement is intended as the complete integration of understanding between the Parties. This Agreement may only be modified or amended upon written mutual agreement by the Parties.
- H. Severability. The terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.
- I. Exhibits. All exhibits and attachments to this Agreement shall be deemed incorporated herein by reference.
- J. Independent Contractor. Resource Central shall perform the Services under this Agreement as an independent contractor. The Parties do not intend, nor shall it be construed that Resource Central or any Resource Central subcontractor or employee is an employee of Utility Partner for any purposes whatsoever.
- K. Employee Financial Interest. The Parties aver that to their knowledge, no employee of Utility Partner has any personal or beneficial interest whatsoever in the service or property described herein.
- L. Legal Authority – Signatory. Each Party represents and warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, by-laws, and applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement, or any part thereof, and to bind itself to its terms. If requested by the other Party, each Party shall provide the other with proof of its authority to enter into this Agreement within 15 days of receiving such request.
- M. Choice of Law. Colorado law shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference that conflicts with Colorado law shall be null and void. Any provision incorporated herein by reference that purports to negate this provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Venue for a legal action relating to the interpretation, execution, or enforcement of this Agreement shall be in the District Court, Boulder County, Colorado.
- N. Force Majeure. Resource Central shall not be held liable or responsible to the Utility Partner nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement due to circumstances beyond its control (generally, a “Force Majeure Event”) including, but not limited to, national emergencies, unusually severe weather (including fire and flood), catastrophe, acts of God, insurrection, war, riot, epidemic, quarantine restrictions, labor disturbances, or embargoes. The occurrence of any Force Majeure Event shall excuse Resource Central from performing its obligations under this Agreement. However, the occurrence of a Force Majeure Event shall not excuse the Utility Partner’s obligation under this Agreement to pay the Non-Refundable Program Fee.

- O. Intellectual Property Rights. All work product(s) created under this Agreement, including software, drawings, videos, manuals, survey data and related reports, charts, photographs, designs, papers, documents and copies, abstracts and summaries thereof, whether printed material, original works of authorship, electronic documents and intellectual property produced, invented, reduced to practice, or created as a result of the work performed under this Agreement (“Creations”) shall be the sole property of Resource Central and may not be used, sold, licensed or disposed of in any manner without prior written approval of Resource Central. To the maximum extent permitted by applicable law, all Creations shall be deemed works made for hire under the United States copyright laws, and all right, title, and interest in and to such work product shall vest automatically in Resource Central.
- P. Termination. Resource Central may terminate this Agreement for any reason by providing thirty (30) days written notice to Utility Partner (the “Termination Notice”). Utility Partner must compensate Resource Central for any work completed prior to and including the date of termination, as specified in the Termination Notice.

IN WITNESS WHEREOF, each Party has executed this Memorandum of Agreement or caused it to be executed on its behalf by its duly authorized representatives.

Resource Central

Utility Partner

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A
WATERWISE YARD SEMINARS PROGRAM
SCOPE OF WORK

WATERWISE YARD SEMINARS PROGRAM
SCOPE OF WORK

I. Scope of Work

A. Seminars

1. Seminar Development. Resource Central shall research and choose seminar topics, which shall be related to outdoor water conservation education.
2. Seminar Speakers. Resource Central shall coordinate with and secure a qualified speaker to teach each seminar. Seminar speakers shall be a landscape or water conservation professional, as determined by Resource Central. Resource Central shall be responsible for paying all speaker fees.
3. Seminar Format. All seminars hosted in 2024 will be a live broadcast virtual event or webinar lasting approximately ninety (90) minutes. This format ensures public safety while enabling open dialogue, expanded reach, and live question-and-answer breaks. Resource Central shall be responsible for scheduling and hosting the webinar and will provide a staff member or volunteer to co-host the webinar with the Seminar Speaker. Seminars will be hosted from February through September 2024. Resource Central reserves the right to host the seminar(s) at different times as predetermined with Utility Partner and included in a written agreement. Any seminars that need to be rescheduled will be hosted in September 2024. **Due to Speakers' copyright materials, Waterwise Yard Seminars will be available in live format only (no recordings).**
4. Educational Materials. Resource Central and/or the Seminar Speaker, at their discretion, may prepare and organize educational materials to be made available online before, during, and after the seminar(s). Resource Central shall also be responsible for researching and updating those educational materials.
5. Registration and Attendance. The seminar(s) shall be free and open to the public. Resource Central shall coordinate Program registration and shall also send reminder emails to registered attendees within one week of the Seminar date(s). **Resource Central shall make all reasonable efforts to ensure high levels of attendance at the seminar(s) but cannot guarantee a certain attendance level.**
6. Demand Updates. During the course of the Program Term, Resource Central shall provide to Utility Partner demand updates about the Program at least every other week. Updates shall also be provided to Utility Partner within five (5) business days of any written request. Both regularly scheduled and requested updates shall include a summary of Resource Central's progress in meeting its obligations under the Agreement including the number of people registered for the seminar.

B. Marketing and Customer Service

1. Marketing of Program. Resource Central may design and pay for the placement of advertisements in a local newspaper, write and disseminate press releases and public service announcements publicizing the Program, submit information relating to scheduled seminar(s) to local calendar listings, advertise the seminar(s) in its monthly electronic newsletter, and advertise the seminar(s) in conjunction with other Resource Central programs.

2. Customer Service. Resource Central shall handle all incoming phone calls and emails regarding the Program and respond to all questions.

C. Post-Program Duties

1. Evaluation. Resource Central shall create and process satisfaction surveys.
2. Annual Report. Resource Central shall compile the information contained in the completed surveys into a final report about the Program, which details the Program results. Resource Central shall provide Utility Partner with this report by December 31, 2024.

ATTACHMENT B
WATERWISE YARD SEMINARS PROGRAM
PAYMENT SCHEDULE AND TERMS

WATERWISE YARD SEMINARS PROGRAM
PAYMENT SCHEDULE AND TERMS

I. Payment Terms

A. Program Price

1. Price Charged to Utility Partner. Utility Partner shall pay a fee of \$2,400.00 to conduct one (1) Waterwise Yard Seminar.

II. Payment Schedule and Invoicing

- A. Invoicing. Resource Central shall bill Utility Partner for all work completed pursuant to the Agreement. Payment shall be due within thirty (30) days of the date the invoice is issued by Resource Central. Such payment must be made by check or electronic payment (EFT) payable to Resource Central.
- B. Payment Deadlines. For purposes of these payment deadlines, a payment shall be deemed to have been made upon the date of its actual receipt by Resource Central. Said invoice shall be issued upon Utility Partner's submission to Resource Central of a signed version of the Agreement.



**703 Weld County Road 37
BOARD OF TRUSTEES
WORK SESSION
February 6, 2024
Immediately following the Board of Trustees Meeting**

This meeting will be held in the Town Hall Board Room, 703 WCR 37. Residents are welcome to join us in the Board Room to view the meeting.

AGENDA

1. Discussion of 2024 projects.