



**703 Weld County Road 37  
BOARD OF TRUSTEES  
REGULAR MEETING  
February 20, 2024  
6:30 p.m.**

**This meeting will be held in the Town Hall Board Room, 703 WCR 37 and via Zoom. Residents are welcome to join us in the Board Room to view or participate in the meeting, during Public Comment or Public Hearings. Public access to this meeting can be found on the website no later than 24 hours prior to the meeting.**

**AGENDA**

**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL**

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

**4. APPROVAL OF AGENDA**

**5. PUBLIC COMMENT**

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

**6. CONSENT AGENDA**

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

- a. Payment Approval Report (\$221,958.77) p. 3-10
- b. February 6, 2024 Minutes p. 11-14
- c. February 12, 2024 Minutes p. 15-18
- d. Resolution 2024-15 Authorizing The Town Administrator To Execute A Consent To The Partial Assignment And Assumption Agreement (Subdivision Improvement And Water Dedication Agreement – Blue Lake Filing No. 2) (Phase 2 And 3 Improvements). P. 19-84

**7. ACTION ITEMS**

- a. Public Hearing on whether South Weld Annexation No. 2 as more particularly described in Resolution No. 2024-06, approved January 12, 2024, meets applicable requirements of Section 30 of Article II of the Colorado Constitution and C.R.S. § 31-12-104 and C.R.S. § 31-12-105, and is eligible for annexation to the Town of Lochbuie.  
**This public hearing to be opened and continued to March 5, 2024, at 6:30 pm at Town Hall, 703 Weld County Road 37 and by Zoom (instructions to be posted on the Town web site at least 24 hours in advance.) The proceedings related to this matter are being held in abeyance pursuant to CRS Section 31-12-114.**
- b. Public Hearing on whether South Weld Annexation No. 3 as more particularly described in Resolution No 2024-07, approved January 12, 2024, meets applicable requirements of Section 30 of Article II of the Colorado Constitution and C.R.S. § 31-12-104 and C.R.S. § 31-12-105, and is eligible for annexation to the Town of Lochbuie.  
**This public hearing to be opened and continued to March 5, 2024, at 6:30 pm at Town Hall, 703 Weld County Road 37 and by Zoom (instructions to be posted on the Town web site at least 24 hours in advance.) The proceedings related to this matter are being held in abeyance pursuant to CRS Section 31-12-114.**
- c. Ordinance 2024-692 Repealing and Readopting Article III Of Chapter 4 Of The Lochbuie Municipal Code Governing Municipal Purchasing And Declaring An Emergency p. 85-127
- d. Elevated Water Storage Tank: Staff recommendation that Board reject all bids and direct staff to re-bid project construction. p. 128

**8. DISCUSSION**

- a. Fireworks in the Town of Lochbuie p. 129-139

**9. STAFF REPORTS**

- A. Finance/Treasurer p. 140-214
- B. Police p. 215-216
- C. Water/Wastewater p. 217-222
- D. Public Works p. 223-225
- E. Community Development p. 226-230
- F. Town Clerk p. 231
- G. Human Resources p. 232
- H. Town Administrator p. 233

**10. MAYOR AND TRUSTEE COMMENTS**

**11. EXECUTIVE SESSION**

- a. Executive Session Pursuant to C.R.S. § 24-6-402(4)(b) with Town legal counsel to discuss ongoing litigation related to annexation.

**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
<b>AMAZON CAPITAL SERVICES</b>						
AMAZON CAPITAL SERVICES	14L7-PT3M-KM	Supplies	02/02/2024	3.60	.00	
AMAZON CAPITAL SERVICES	14L7-PT3M-KM	Supplies	02/02/2024	3.60	.00	
AMAZON CAPITAL SERVICES	14L7-PT3M-KM	Supplies	02/02/2024	3.59	.00	
AMAZON CAPITAL SERVICES	1F3Y-QR6N-W1	PW Supplies	02/04/2024	211.98	.00	
AMAZON CAPITAL SERVICES	1F3Y-QR6N-W1	PW Supplies	02/04/2024	270.98	.00	
AMAZON CAPITAL SERVICES	1F3Y-QR6N-W1	PW Supplies	02/04/2024	317.97	.00	
AMAZON CAPITAL SERVICES	1MLL-YLKR-GH	Supplies - fire stick	02/06/2024	13.33	.00	
AMAZON CAPITAL SERVICES	1MLL-YLKR-GH	Supplies - fire stick	02/06/2024	13.33	.00	
AMAZON CAPITAL SERVICES	1MLL-YLKR-GH	Supplies - fire stick	02/06/2024	13.33	.00	
AMAZON CAPITAL SERVICES	1WVK-1RT6-V	Supplies	02/08/2024	31.21	.00	
AMAZON CAPITAL SERVICES	1WVK-1RT6-V	Supplies -trustee charger	02/08/2024	12.90	.00	
Total AMAZON CAPITAL SERVICES:				895.82	.00	
<b>ARIES CHEMICAL INC</b>						
ARIES CHEMICAL INC	107739	WWTP CHEMICALS	01/26/2024	4,298.00	.00	
Total ARIES CHEMICAL INC:				4,298.00	.00	
<b>ASPEN VIEW HOMES</b>						
ASPEN VIEW HOMES	FEBRUARY RE	Refund Overpayment-9.6026.00-271 SABIN WA	02/01/2024	118.43	.00	
ASPEN VIEW HOMES	FEBRUARY RE	Refund Overpayment-9.6012.00-283 SABIN WA	02/01/2024	123.54	.00	
ASPEN VIEW HOMES	FEBRUARY RE	Refund Overpayment-9.6010.00-281 SABIN WA	02/01/2024	67.37	.00	
ASPEN VIEW HOMES	FEBRUARY RE	Refund Overpayment-9.5977.00-25 SABIN WA	02/01/2024	184.35	.00	
ASPEN VIEW HOMES	FEBRUARY RE	Refund Overpayment-9.5914.00-130 SABIN WA	02/01/2024	60.87	.00	
ASPEN VIEW HOMES	FEBRUARY RE	Refund Overpayment-9.6033.00-234 JACOBS	02/01/2024	42.92	.00	
ASPEN VIEW HOMES	FEBRUARY RE	Refund Overpayment-9.6004.00-172 JACOBS	02/01/2024	103.61	.00	
ASPEN VIEW HOMES	FEBRUARY RE	Refund Overpayment-9.6002.00-293 JACOBS	02/01/2024	93.60	.00	
ASPEN VIEW HOMES	FEBRUARY RE	Refund Overpayment-9.6001.00-184 JACOBS	02/01/2024	86.07	.00	
ASPEN VIEW HOMES	FEBRUARY RE	Refund Overpayment-9.5994.00-107 JACOBS	02/01/2024	49.80	.00	
ASPEN VIEW HOMES	FEBRUARY RE	Refund Overpayment-9.5993.00-162 JACOBS	02/01/2024	93.60	.00	
ASPEN VIEW HOMES	FEBRUARY RE	Refund Overpayment-9.5975.00-103 JACOBS	02/01/2024	78.63	.00	
ASPEN VIEW HOMES	FEBRUARY RE	Refund Overpayment-9.6022.00-278 CHIPETA	02/01/2024	117.65	.00	
Total ASPEN VIEW HOMES:				1,220.44	.00	
<b>AUSMUS LAW FIRM PC</b>						
AUSMUS LAW FIRM PC	8572	2/24-Prosecuting Attorney	02/01/2024	600.00	.00	
Total AUSMUS LAW FIRM PC:				600.00	.00	
<b>AXON ENTERPRISE INC</b>						
AXON ENTERPRISE INC	INUS5224634	PD Equipment	02/01/2024	16,328.88	.00	
Total AXON ENTERPRISE INC:				16,328.88	.00	
<b>BENJAMIN &amp; HANNAH WINEGAR</b>						
BENJAMIN & HANNAH WINEGA	UTILITY REFU	UTILITY REFUND - 386 VISTA BLVD	02/01/2024	70.90	.00	
Total BENJAMIN & HANNAH WINEGAR:				70.90	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>CASELLE, INC.</b>						
CASELLE, INC.	130742	3/24-Contract Support & Maint.	02/01/2024	487.33	.00	
CASELLE, INC.	130742	3/24-Contract Support & Maint.	02/01/2024	487.33	.00	
CASELLE, INC.	130742	3/24-Contract Support & Maint.	02/01/2024	487.34	.00	
Total CASELLE, INC.:				1,462.00	.00	
<b>CINTAS</b>						
CINTAS	4182396412	2/24-Town Hall Mats/Towels	02/05/2024	26.20	.00	
CINTAS	4182396412	2/24-Town Hall Mats/Towels	02/05/2024	26.19	.00	
Total CINTAS:				52.39	.00	
<b>COLORADO ANALYTICAL LAB</b>						
COLORADO ANALYTICAL LAB	240130024	WATER-DRINKING	01/31/2024	62.10	.00	
COLORADO ANALYTICAL LAB	240131107	WASTEWATER TESTING	02/07/2024	95.40	.00	
COLORADO ANALYTICAL LAB	240206157	WATER-DRINKING	02/07/2024	82.80	.00	
COLORADO ANALYTICAL LAB	240207104	WWTP - Lab Fees	02/08/2024	24.30	.00	
Total COLORADO ANALYTICAL LAB:				264.60	.00	
<b>COLORADO INFORMATION SHARING CONSORTIUM</b>						
COLORADO INFORMATION SHA	1635	2024 Dues- Lexis Nexis / Membership Fees	02/06/2024	275.00	.00	
Total COLORADO INFORMATION SHARING CONSORTIUM:				275.00	.00	
<b>Comcast</b>						
Comcast	0297386-12424	2/24-Internet	01/24/2024	187.60	.00	
Comcast	0297386-12424	2/24-Internet	01/24/2024	187.60	.00	
Comcast	0297386-12424	2/24-Internet	01/24/2024	187.59	.00	
Total Comcast:				562.79	.00	
<b>CULLIGAN WATER COND</b>						
CULLIGAN WATER COND	153X03815705	2/24 - PW Water Equipment Rental	01/31/2024	22.00	.00	
CULLIGAN WATER COND	153X03815705	2/24 - PW Water Equipment Rental	01/31/2024	22.00	.00	
Total CULLIGAN WATER COND:				44.00	.00	
<b>CUSHING TERRELL</b>						
CUSHING TERRELL	182833	2023 Comprehensive Plan Update - 1/24	01/31/2024	2,463.48	.00	
CUSHING TERRELL	182833	2023 Comprehensive Plan Update - 1/24	01/31/2024	1,231.74	.00	
CUSHING TERRELL	182833	2023 Comprehensive Plan Update - 1/24	01/31/2024	1,231.74	.00	
Total CUSHING TERRELL:				4,926.96	.00	
<b>DAN'S CUSTOM CONSTRUCTION, INC</b>						
DAN'S CUSTOM CONSTRUCTIO	2024-01	Meter Rental Refund Deposit	02/01/2024	4,655.00	.00	
DAN'S CUSTOM CONSTRUCTIO	2024-01	Construction water usage	02/01/2024	614.78-	.00	
DAN'S CUSTOM CONSTRUCTIO	2024-01	Meter admin fee	02/01/2024	92.22-	.00	
DAN'S CUSTOM CONSTRUCTIO	2024-01	Meter Rental	02/01/2024	15.00-	.00	
Total DAN'S CUSTOM CONSTRUCTION, INC:				3,933.00	.00	
<b>DENALI WATER SOLUTIONS LLC</b>						
DENALI WATER SOLUTIONS LL	INV721333	1/22-1/26-Sludge Hauling	02/01/2024	3,925.54	.00	
DENALI WATER SOLUTIONS LL	INV728642	1/30-2/2-Sludge Hauling	02/08/2024	3,073.33	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total DENALI WATER SOLUTIONS LLC:				6,998.87	.00	
<b>DR HORTON</b>						
DR HORTON	FEBRUARY RE	REFUND UTILITY PAYMENT - 9.6640.00-724	02/01/2024	78.63	.00	
DR HORTON	FEBRUARY RE	REFUND UTILITY PAYMENT - 9.6000.00-709	02/01/2024	78.96	.00	
DR HORTON	FEBRUARY RE	REFUND UTILITY PAYMENT - 9.5998.00-722	02/01/2024	83.62	.00	
DR HORTON	FEBRUARY RE	REFUND UTILITY PAYMENT - 9.5985.00-807	02/01/2024	78.63	.00	
Total DR HORTON:				319.84	.00	
<b>ELEVATED CLOUD SERVICES, LLC</b>						
ELEVATED CLOUD SERVICES,	ECS24-0011	1/24 - IT Consultant-Hosting/Endpoint	02/01/2024	50.04	.00	
ELEVATED CLOUD SERVICES,	ECS24-0011	1/24 - IT Consultant-Hosting/Endpoint	02/01/2024	125.10	.00	
ELEVATED CLOUD SERVICES,	ECS24-0011	1/24 - IT Consultant-Hosting/Endpoint	02/01/2024	25.02	.00	
ELEVATED CLOUD SERVICES,	ECS24-0011	1/24 - IT Consultant-Hosting/Endpoint	02/01/2024	25.02	.00	
ELEVATED CLOUD SERVICES,	ECS24-0011	1/24 - IT Consultant-Hosting/Endpoint	02/01/2024	25.02	.00	
ELEVATED CLOUD SERVICES,	ECS24-0011	1/24 - IT Consultant-Hosting/Endpoint	02/01/2024	250.19	.00	
ELEVATED CLOUD SERVICES,	ECS24-0011	1/24 - IT Consultant-Hosting/Endpoint	02/01/2024	250.19	.00	
Total ELEVATED CLOUD SERVICES, LLC:				750.58	.00	
<b>ENVIROTECH</b>						
ENVIROTECH	CD202407708	Ice Slicer	01/23/2024	3,436.01	.00	
Total ENVIROTECH:				3,436.01	.00	
<b>GALLS, LLC</b>						
GALLS, LLC	25739652	PD-UNIFORMS	01/31/2024	238.13	.00	
Total GALLS, LLC:				238.13	.00	
<b>GLENN TRUITT &amp; LORRAINE SEYMOUR</b>						
GLENN TRUITT & LORRAINE SE	UTILITY OVER	UTILITY REFUND - 1957 JADE AVE	02/01/2024	77.78	.00	
Total GLENN TRUITT & LORRAINE SEYMOUR:				77.78	.00	
<b>GRAINGER</b>						
GRAINGER	9002684968	WW - Supplies	01/30/2024	231.75	.00	
Total GRAINGER:				231.75	.00	
<b>HACH COMPANY</b>						
HACH COMPANY	13820000	Reagents	11/18/2023	3,134.00	.00	
Total HACH COMPANY:				3,134.00	.00	
<b>KONICA MINOLTA BUSINESS SOLUTIONS</b>						
KONICA MINOLTA BUSINESS S	291789856	1/24 Copier Lease	01/31/2024	34.57	.00	
KONICA MINOLTA BUSINESS S	291789856	1/24 Copier Lease	01/31/2024	34.57	.00	
KONICA MINOLTA BUSINESS S	291789856	1/24 Copier Lease	01/31/2024	34.56	.00	
Total KONICA MINOLTA BUSINESS SOLUTIONS:				103.70	.00	
<b>KRAV MAGA WORLDWIDE INC</b>						
KRAV MAGA WORLDWIDE INC	FTD8236	INSTRUCTOR CERTIFICATION COURSE	02/01/2024	895.00	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total KRAV MAGA WORLDWIDE INC:				895.00	.00	
<b>LIFE STORIES</b>						
LIFE STORIES	11-831	4th Qtr Billing 2023	02/01/2024	156.00	.00	
Total LIFE STORIES:				156.00	.00	
<b>LINGO TELECOM</b>						
LINGO TELECOM	1197705877	1/24-Telephone Service	02/12/2024	75.95	.00	
LINGO TELECOM	1197705877	1/24-Telephone Service	02/12/2024	75.95	.00	
LINGO TELECOM	1197705877	1/24-Telephone Service	02/12/2024	75.95	.00	
Total LINGO TELECOM:				227.85	.00	
<b>LOUIS A. GRESH</b>						
LOUIS A. GRESH	FEB 2024	2/24 Judicial Services	02/01/2024	600.00	.00	
Total LOUIS A. GRESH:				600.00	.00	
<b>LYONS GADDIS</b>						
LYONS GADDIS	275	1/24 WATER LAW	01/31/2024	433.00	.00	
LYONS GADDIS	275	1/24 GENERAL MATTERS	01/31/2024	1,221.00	.00	
LYONS GADDIS	275	1/24 - opp to united	01/31/2024	147.50	.00	
LYONS GADDIS	275	1/24 - opp to BRIGHTON	01/31/2024	3,759.50	.00	
LYONS GADDIS	275	1/24 Reimb- Litigation Deposit	01/31/2024	326.50	.00	
LYONS GADDIS	275	1/24 - opp to BRIGHTON	01/31/2024	128.00	.00	
LYONS GADDIS	275	1/24 BNSF	01/31/2024	73.00	.00	
LYONS GADDIS	275	1/24 Reimb - Fruition	01/31/2024	2,701.00	.00	
LYONS GADDIS	275	1/24 Starbucks	01/31/2024	1,131.50	.00	
LYONS GADDIS	275	1/24 Scotts Miracle-Gro	01/31/2024	1,642.50	.00	
LYONS GADDIS	275	1/24 South Weld Holdings annexation	01/31/2024	3,212.00	.00	
Total LYONS GADDIS:				14,775.50	.00	
<b>MURRAY DAHL BEERY RENAUD LLP</b>						
MURRAY DAHL BEERY RENAUD	18434	1/24 - Legal - Annexation	02/05/2024	5,654.35	.00	
MURRAY DAHL BEERY RENAUD	18434	1/24 - Legal - Annexation	02/05/2024	5,654.35	.00	
MURRAY DAHL BEERY RENAUD	18434	1/24 - Legal - Annexation	02/05/2024	5,654.35	.00	
Total MURRAY DAHL BEERY RENAUD LLP:				16,963.05	.00	
<b>OPEN DOOR PROPERTY TRUST</b>						
OPEN DOOR PROPERTY TRUS	UTILITY REFU	Utility Final - 342 SHENANDOAH WAY	02/01/2024	77.91	.00	
Total OPEN DOOR PROPERTY TRUST:				77.91	.00	
<b>ORKIN</b>						
ORKIN	255104142	2/24 - Pest Control - Town Hall	02/01/2024	171.99	.00	
Total ORKIN:				171.99	.00	
<b>RAMEY ENVIRONMENTAL COMPLIANCE</b>						
RAMEY ENVIRONMENTAL COM	27097	1/24 Wastewater Services	01/31/2024	2,766.18	.00	
RAMEY ENVIRONMENTAL COM	27098	12/23 Water Services r&m	02/06/2024	6,075.47	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total RAMEY ENVIRONMENTAL COMPLIANCE:				8,841.65	.00	
<b>REPUBLIC SERVICES #535</b>						
REPUBLIC SERVICES #535	535-005885068	1/24-Trash-PW	01/31/2024	18.83	.00	
REPUBLIC SERVICES #535	535-005885068	1/24-Trash-PW	01/31/2024	18.83	.00	
REPUBLIC SERVICES #535	535-005885068	1/24-Trash-WWTP	01/31/2024	65.00	.00	
REPUBLIC SERVICES #535	535-005885068	1/24-Trash Services	01/31/2024	42,399.30	.00	
Total REPUBLIC SERVICES #535:				42,501.96	.00	
<b>Rise Broadband</b>						
Rise Broadband	0069887-2/1/24	2/14-3/13/23-WW Broadband	02/01/2024	115.28	.00	
Total Rise Broadband:				115.28	.00	
<b>RIVER CITY PETROLEUM INC</b>						
RIVER CITY PETROLEUM INC	1231559	1/24 - Fuel - PW	01/31/2024	1,382.54	.00	
RIVER CITY PETROLEUM INC	1231559	1/24 - Fuel - PD	01/31/2024	1,616.54	.00	
Total RIVER CITY PETROLEUM INC:				2,999.08	.00	
<b>S &amp; B CONFLUENCE-CO, LLC</b>						
S & B CONFLUENCE-CO, LLC	DEN02240083	2/24-Janitorial Service	02/01/2024	373.33	.00	
S & B CONFLUENCE-CO, LLC	DEN02240083	2/24-Janitorial Service	02/01/2024	373.33	.00	
S & B CONFLUENCE-CO, LLC	DEN02240083	2/24-Janitorial Service	02/01/2024	373.34	.00	
Total S & B CONFLUENCE-CO, LLC:				1,120.00	.00	
<b>SAFEBUILT LLC LOCKBOX 88135</b>						
SAFEBUILT LLC LOCKBOX 8813	212849	1/24-Plan Review Fees	01/31/2024	11,266.76	.00	
Total SAFEBUILT LLC LOCKBOX 88135:				11,266.76	.00	
<b>SAFETY AND CONSTRUCTION SUPPLY</b>						
SAFETY AND CONSTRUCTION	12939-IN	PW - Paint	01/30/2024	46.13	.00	
Total SAFETY AND CONSTRUCTION SUPPLY:				46.13	.00	
<b>SETER, VANDER WALL &amp; MIELKE, P.C.</b>						
SETER, VANDER WALL & MIELKE	86682	1/24-Legal - Library	01/31/2024	13,000.00	.00	
Total SETER, VANDER WALL & MIELKE, P.C.:				13,000.00	.00	
<b>SIGNAL WASH CO.</b>						
SIGNAL WASH CO.	10950	1/24-PD Car Washes	01/31/2024	169.88	.00	
Total SIGNAL WASH CO.:				169.88	.00	
<b>SOUTHEAST WELD COUNTY CHAMBER OF COMMERC</b>						
SOUTHEAST WELD COUNTY C	1119	MEMBERSHIP DUES 2024	02/02/2024	500.00	.00	
Total SOUTHEAST WELD COUNTY CHAMBER OF COMMERC:				500.00	.00	
<b>STAPLES ADVANTAGE</b>						
STAPLES ADVANTAGE	1653626790	1/24 Supplies	01/25/2024	60.70	.00	
STAPLES ADVANTAGE	1653626790	1/24 Supplies	01/25/2024	60.70	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
STAPLES ADVANTAGE	1653626790	1/24 Supplies	01/25/2024	60.69	.00	
STAPLES ADVANTAGE	1653626790	1/24 Supplies- CD	01/25/2024	13.99	.00	
Total STAPLES ADVANTAGE:				196.08	.00	
<b>SUMMIT DATA PROTECTION LLC</b>						
SUMMIT DATA PROTECTION LL	SDP24-0006	1/24 - IT Consultant-Disaster Recover	02/01/2024	118.33	.00	
SUMMIT DATA PROTECTION LL	SDP24-0006	1/24 - IT Consultant-Disaster Recover	02/01/2024	295.83	.00	
SUMMIT DATA PROTECTION LL	SDP24-0006	1/24 - IT Consultant-Disaster Recover	02/01/2024	59.17	.00	
SUMMIT DATA PROTECTION LL	SDP24-0006	1/24 - IT Consultant-Disaster Recover	02/01/2024	59.17	.00	
SUMMIT DATA PROTECTION LL	SDP24-0006	1/24 - IT Consultant-Disaster Recover	02/01/2024	59.16	.00	
SUMMIT DATA PROTECTION LL	SDP24-0006	1/24 - IT Consultant-Disaster Recover	02/01/2024	591.67	.00	
SUMMIT DATA PROTECTION LL	SDP24-0006	1/24 - IT Consultant-Disaster Recover	02/01/2024	591.67	.00	
Total SUMMIT DATA PROTECTION LLC:				1,775.00	.00	
<b>TIMBERLAN</b>						
TIMBERLAN	TLC24-0010	AV RECORDING	02/01/2024	500.00	.00	
TIMBERLAN	TLC24-0019	1/24 - Network Maint.	02/01/2024	188.87	.00	
TIMBERLAN	TLC24-0019	1/24 - Network Maint.	02/01/2024	472.17	.00	
TIMBERLAN	TLC24-0019	1/24 - Network Maint.	02/01/2024	94.44	.00	
TIMBERLAN	TLC24-0019	1/24 - Network Maint.	02/01/2024	94.43	.00	
TIMBERLAN	TLC24-0019	1/24 - Network Maint.	02/01/2024	94.43	.00	
TIMBERLAN	TLC24-0019	1/24 - Network Maint.	02/01/2024	944.33	.00	
TIMBERLAN	TLC24-0019	1/24 - Network Maint.	02/01/2024	944.33	.00	
Total TIMBERLAN:				3,333.00	.00	
<b>UNITED POWER</b>						
UNITED POWER	12644301-0205	1/24 Booster Pump	02/05/2024	20.00	.00	
UNITED POWER	14673300-0205	1/24 Greenbelt Park	02/05/2024	21.15	.00	
UNITED POWER	1494105-02052	1/24 PW	02/05/2024	378.23	.00	
UNITED POWER	1494105-02052	1/24 PW	02/05/2024	378.23	.00	
UNITED POWER	1494201-02052	1/24 Water Plant	02/05/2024	6,018.34	.00	
UNITED POWER	1499202-02052	1/24 Water Well	02/05/2024	2,036.73	.00	
UNITED POWER	15304700-0205	1/24 Pump Station	02/05/2024	276.96	.00	
UNITED POWER	1617801-02052	1/24 Lift Station	02/05/2024	43.48	.00	
UNITED POWER	16490000-0205	1/24 Warning Siren	02/05/2024	34.27	.00	
UNITED POWER	18613000-0205	1/24 Town Hall	02/05/2024	417.82	.00	
UNITED POWER	18613000-0205	1/24 Town Hall	02/05/2024	417.82	.00	
UNITED POWER	18613000-0205	1/24 Town Hall	02/05/2024	417.82	.00	
UNITED POWER	18613000-0205	1/24 Town Hall	02/05/2024	417.82	.00	
UNITED POWER	19545200-0205	1/24 Booster Station	02/05/2024	856.98	.00	
UNITED POWER	21534900-0205	1/24 Roundabout	02/05/2024	58.82	.00	
UNITED POWER	7988801-02052	1/24 198 Bonanza Blvd	02/05/2024	22.00	.00	
UNITED POWER	8210001-02052	1/24 797 Prairie Ave	02/05/2024	20.00	.00	
UNITED POWER	9093300-02052	1/24 WWTP	02/05/2024	14,548.30	.00	
UNITED POWER	9106602-02052	1/24 1 Wagon Trail Ave	02/05/2024	21.72	.00	
Total UNITED POWER:				26,406.49	.00	
<b>UNITED WATER &amp; SANITATION DIST</b>						
UNITED WATER & SANITATION	LOCHBUIE DE	11/1-11/30/23-Water Storage-United Power-#3	01/30/2024	4,504.65	.00	
Total UNITED WATER & SANITATION DIST:				4,504.65	.00	



Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>USA BLUE BOOK</b>						
USA BLUE BOOK	INV00248352	1/24 Water Lab Supplies	01/17/2024	977.79	.00	
Total USA BLUE BOOK:				977.79	.00	
<b>UTILITY NOTIFICATION CENTER CO</b>						
UTILITY NOTIFICATION CENTE	224010769	1/24 Line Locates	01/31/2024	67.72	.00	
UTILITY NOTIFICATION CENTE	224010769	1/24 Line Locates	01/31/2024	67.73	.00	
Total UTILITY NOTIFICATION CENTER CO:				135.45	.00	
<b>VERIZON WIRELESS</b>						
VERIZON WIRELESS	9955134314	1/24-Cell Service-PD, PW, Planner	02/01/2024	40.68	.00	
VERIZON WIRELESS	9955134314	1/24-Cell Service-PD, PW, Planner	02/01/2024	142.38	.00	
VERIZON WIRELESS	9955134314	1/24-Cell Service-PD, PW, Planner	02/01/2024	142.38	.00	
VERIZON WIRELESS	9955134314	1/24-Cell Service-PD, PW, Planner	02/01/2024	1,169.91	.00	
Total VERIZON WIRELESS:				1,495.35	.00	
<b>WIDNER JURAN LLP</b>						
WIDNER JURAN LLP	7.1813	1/24-Admin	01/31/2024	3,991.24	.00	
WIDNER JURAN LLP	7.1813	1/24-Admin	01/31/2024	3,991.25	.00	
WIDNER JURAN LLP	7.1813	1/24-Admin	01/31/2024	487.50	.00	
WIDNER JURAN LLP	7.1813	1/24-Admin	01/31/2024	1,111.50	.00	
WIDNER JURAN LLP	7.1813	1/24-Admin	01/31/2024	4,000.99	.00	
WIDNER JURAN LLP	7.1813	1/24-Admin	01/31/2024	3,451.50	.00	
WIDNER JURAN LLP	7.1814	1/24-Reimbursable - BLUE LAKE	01/31/2024	157.50	.00	
WIDNER JURAN LLP	7.1815	1/24-Reimbursable - QUIKTRIP	01/31/2024	607.50	.00	
WIDNER JURAN LLP	7.1816	1/24-Legal WATER	01/31/2024	663.00	.00	
WIDNER JURAN LLP	7.1817	1/24- 7-11	01/31/2024	19.50	.00	
Total WIDNER JURAN LLP:				18,481.48	.00	
Grand Totals:				221,958.77	.00	

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
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Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

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**703 Weld County Road 37  
BOARD OF TRUSTEES  
REGULAR MEETING  
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.**

**Minutes**

**CALL TO ORDER**

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

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

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

Absent: Mayor Mahoney  
Trustee Wescott

**APPROVAL OF AGENDA**

Mayor Pro Tem Jeffery stated that action item 8b would be removed from tonight's agenda and brought back at a later time.

*Motion made by Trustee White seconded by Trustee Bristow to approve the agenda as presented, with removal of action item 8b. Motion carried 5-0.*

**PUBLIC COMMENT**

Lance Ingalls, an attorney on the front range, stated that he is here this evening to speak on item 8b, and his client is here from North Carolina. His client bid on the elevated storage tank project, and was the lowest bidder. The bid tabulation showed that his company met all the requirements and was the lowest bidder. They heard last Friday that they would not be getting the project as they were not the most responsive and qualified bidder. In your bid regulations, it showed the formal bidding process. The requirement is that the lowest bidder will win the bid. Mr. Ingalls requested the board to please ask their staff to look into this issue, as he believes Phoenix Fabricators and Erectors was the lowest responsive bid. What he would like is for Phoenix to be reconsidered. Town staff is to bring the board a recommendation, but whether those recommendations follow the bid regulations is up to the board to ensure. He asked that the board follow the regulations as written.

Michael Oglesby, Director of Sales Engineering at Phoenix Fabricators and Erectors, shared that his company has built over 5,000 elevated storage tanks in over 35 years since the company began. On December 21, 2023, he learned that his company was the lowest bidder on the tank project. After calling and emailing multiple times, he learned late last week that a higher bidder would be recommended to build the storage tank. The reasons given did not make much sense, and Phoenix was not asked for an explanation prior to this recommendation. He stated that Phoenix had difficulty communicating with town representatives during and after this bidding process. Mr. Oglesby shared instances where Phoenix reached out to get information or direction during the bidding process and did not get a response. There was an omission from the bidder recommended by JVA; they did not include a sketch of their foundation layout, which is a requirement. Last week, the third company that submitted a bid reached out to Phoenix to express their disdain for the bidding process and trouble with communication. He kindly asks the board to consider all these things as you contemplate moving forward on this project.

Mayor Pro Tem Jeffery stated that Gave Evans would be providing the legislative update later in the agenda.

Larry Strock, 840 Lonewolf Circle, inquired why these people were not at the public hearing. It is obvious that JVA, Phoenix, and the other company should get together. Why did they wait until tonight?

### **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)
- b. January 12, 2024 Special Meeting Minutes
- c. January 16, 2024 Minutes
- 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
- e. Resolution 2024-11 Approving An Engagement Agreement For Legal Services With Brownstein Hyatt Farber Schreck, LLP
- f. Resolution 2024-12 Approving A Proposal From Galloway For Professional Services
- 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

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

### **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 168<sup>th</sup> Avenue And Bonanza Boulevard

Christopher Kennedy, Community Development Director, stated that the developers have completed the majority of the entitlement work, so the next step is this conditional use permit for the convenience store.

Sonya Thornton, Planner I, shared that the design of the convenience store and of the subdivision do meet the requirements of the conditional use permit. She shared an overview of the project and how the lot will be developed. The purpose of the conditional use permit is to ensure that the impacts, such as traffic, aesthetics, odors, light, and noise are addressed. Staff recommends approval.

Mike Talcott, Real Estate Manager for QuikTrip Corporation, shared the history of QuikTrip and presented employment statistics, and how the finished convenience store will look.

Mayor Pro Tem Jeffery opened the public hearing at 7:03 PM.

Larry Strock, 840 Lonewolf Circle, shared that this is not what he would like to see in the gateway to Lochbuie, but it is happening. Where will the vents for the underground tanks be located? Will this store allow overnight parking or parking for semis? What is the store capacity? The prints show that they will have 55 parking spots. The company should think about installing some electric car charging stations. There will always be air pollution from cars, and the station could end up polluting the groundwater.

Lex Martin, 762 Prairie Avenue, stated that they are opposed to a gas station being built at 17731 County Road 2. Lochbuie does not need a third gas station as the area is busy enough. The intersection of 168<sup>th</sup> Avenue and I-76 sets the tone for the Town; do we stand for industrialization, or do we stand for maintaining a community feel? This lot is currently a prairie dog field. Prairie dogs are not a nuisance to the neighborhood and add value to the small-town charm of Lochbuie. I am strongly advocating for the protection of the prairie dogs and hope that if/when this land is developed, they are protected and relocated.

Mayor Pro Tem Jeffery closed the public hearing at 7:10 PM.

*Motion made by Trustee White seconded by Trustee Tapey to approve 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 168<sup>th</sup> Avenue And Bonanza Boulevard. Motion carried 5-0.*

- b. 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**

Heather Bowen, Town Clerk, shared that the Town is looking to offer the Garden in a Box, Slow the Flow Irrigation Audit, and Waterwise Yard Seminar programs to the Lochbuie residents this year. Staff will increase marketing to ensure residents know of this partnership.

*Motion made by Trustee Bristow seconded by Trustee White 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. Motion carried 5-0.*

## **LEGISLATIVE UPDATE**

Gabe Evans, State Representative for House District 48, provided an update on the happenings in the legislature, and wanted to ensure the board knows they can reach out to him anytime with questions.

Trustee Coen inquired about Mr. Evans' stance regarding the bill on safe injection sites.

Gabe Evans stated that of course he wants to help with substance abuse, but his position opposes the safe injection sites and the Bill as it stands now.

## **STAFF AND ATTORNEY UPDATES**

AJ Euckert, Town Administrator, stated that the work session that was scheduled for tonight is postponed. There is a special board meeting on Monday, February 12 at 5:30 PM. The open house for the comprehensive plan is set for Thursday, February 22 from 6:00 – 8:00 PM. The Southeast Weld County Chamber of Commerce Annual Banquet is on February 24<sup>th</sup>. Please email if you would like to attend, the Town has purchased a table.

## **MAYOR AND TRUSTEE COMMENTS**

Trustee Coen shared that she attended a CML policy committee meeting a few weeks ago and voted on behalf of the trustees and the Town. AJ Euckert has her voting results if anyone is interested. Her results are a summary of what bills were discussed and voted on, how CML recommended voting, and how she voted on each topic.

## **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.

*Motion made by Trustee Coen seconded by Trustee White to move to Executive session pursuant to CRS Section 24-6-402(4)(b) with Special counsel to receive legal advice regarding the public library. Motion carried 5-0.*

*Mayor Pro Tem Jeffery called a recess at 7:25 PM.*

*Mayor Pro Tem Jeffery called the executive session to order at 7:27 PM.*

*Mayor Pro Tem Jeffery adjourned the executive session at 8:00 PM.*

**ADJOURN**

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

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

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

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Heather Bowen  
Town Clerk

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Michael Mahoney  
Mayor



**703 Weld County Road 37  
BOARD OF TRUSTEES  
SPECIAL MEETING AGENDA  
AND NOTICE OF SPECIAL MEETING  
February 12, 2024  
5:30 p.m.**

**This special meeting will be held via Zoom and in the Town Hall Board Room, 703 WCR 37, Lochbuie, Colorado. The public is welcome to join us in the Board Room or view by accessing the meeting through the following Zoom link:**

**Minutes**

**CALL TO ORDER**

Mayor Pro Tem Jeffery called the meeting to order at 5:30 PM

**ROLL CALL**

Present: Mayor Pro Tem Jeffery  
Trustee Bristow  
Trustee Coen  
Trustee White  
Trustee Tapey  
Trustee Wescott – arrived in the meeting at 5:36 PM

Absent: Mayor Mahoney

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF AGENDA**

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

**ACTION ITEMS**

- a. Public Hearing on whether South Weld Annexation No. 2 as more particularly described in Resolution No 2024-06, approved January 12, 2024, meets the applicable requirements of Section 30 of Article II of the Colorado Constitution and C.R.S. § 31-12-104 and C.R.S. § 31-12-105, and is eligible for annexation to the Town of Lochbuie.  
**This public hearing to be opened and continued to February 20, 2024, at 6:30 pm at Town Hall, 703 Weld County Road 37 and by Zoom (instructions to be posted on the Town web site at least 24 hours in advance.)  
The proceedings related to this matter are being held in abeyance pursuant to CRS Section 31-12-114.**

*Motion made by Trustee Bristow seconded by Trustee Tapey to open the public hearing for South Weld Annexation No. 2, Resolution 2024-06, and continue the hearing to February 20, 2024, at 6:30 PM at Town Hall and by zoom. Motion carried 5-0.*

- b. Public Hearing on whether South Weld Annexation No. 3 as more particularly described in Resolution No 2024-07, approved January 12, 2024 meets the applicable requirements of Section 30 of Article II of the Colorado Constitution and C.R.S. § 31-12-104 and C.R.S. § 31-12-105, and is eligible for annexation to the Town of Lochbuie.

**This public hearing to be opened and continued to February 20, 2024, at 6:30 pm at Town Hall, 703 Weld County Road 37 and by Zoom (instructions to be posted on the Town web site at least 24 hours in advance.)  
The proceedings related to this matter are being held in abeyance pursuant to CRS Section 31-12-114.**

*Motion made by Trustee Tapey seconded by Trustee Bristow to open the public hearing for South Weld Annexation No. 3, Resolution 2024-07, and continue the hearing to February 20, 2024, at 6:30 PM at Town Hall and by zoom. Motion carried 5-0.*

- c. Public Hearing and, to follow, consideration of Ordinance 2024-691, annexing certain territory to the Town known as the South Weld Annexation No. 1 and approving an agreement.

Mayor Pro Tem Jeffery opened the public hearing at 5:34 PM.

Christopher Kennedy, Community Development Director, stated that the property is about 194 acres and is located at the northeast corner of County Road 4 and I-76. This annexation includes about 4,200 feet of County Road 4 right-of-way. The landowner submitted their annexation petition in accordance with state requirements. He explained the required findings for annexation that the board must review before advancing with the annexation. The next step in this process is that the state requires the Town to assign zoning and create an annexation agreement to be brought back to the board for consideration. Staff believes this annexation request complies with annexation criteria in state statute and could benefit the Town by extending utilities east of I-76.

Mayor Pro Tem Jeffery stated that Trustee Wescott arrived to the meeting at 5:36 PM.

Maureen Juran, Town Attorney, stated that all the materials that were in the board packet will be part of the record for this public hearing.

Josh Shipman, South Weld Holdings, LLC, thanked town staff for their work in getting this assembled tonight. South Weld Holdings is also the owner of 500 acres of land to the south and adjacent to the parcel in consideration tonight. Their longstanding plan for this area was residential buildout, but that has changed based on Burlington Northern Santa Fe's recent activity in the area. BNSF anticipates 3000 acres of industrial development immediately to the north of the South Weld Parcel that we are reviewing tonight. The current plan for buildout is that the northern third of the land will be industrial, the middle third will be a combination of industrial and residential, and the remaining property will be residential.

Connie Worth, 20079 County Road 4, asked for clarification between light industrial and industrial zoning districts. She received a letter from Weld County that they are going to be closing from County Road 6 to County Road 4. It seems like Hudson, Lochbuie, and Weld County are not communicating. She has lived in the area for thirty years and thinks you all should be talking to each other.

Christopher Kennedy stated that the Lochbuie Municipal Code does not differentiate between light industrial and industrial zoning.

Josh Shipman shared that South Weld Holdings is anticipating industrial storage along the northern third of this property.

AJ Euckert, Town Administrator, replied that the Town is aware of Weld County vacating a portion of the road. This is not an action the Town is taking.

Karen Grillos, 21512 County Road 4, inquired if there would be gigantic warehouses built? She heard that BNSF has plans for warehouses in this area, and that could be noisy. She inquired about the zoning on a parcel of land at the corner of County Road 45 and County Road 4. In the letter she received from the Town of Lochbuie, it stated that residents have a right to request that their property be annexed. Do residents have the right to ask that their property not be annexed?



Christopher Kennedy stated that it is hard to speculate at this time how the land would be developed, as there is not a development plan yet. Warehousing is something that could occur there. The Town does not know the scope of the BNSF development yet, and South Weld Holdings is not affiliated with BNSF. The parcel of land mentioned, at the southwest corner of County Road 45 and County Road 4, is a Town of Hudson annexation, so Lochbuie does not have details. Lochbuie is not proposing to annex other properties, so the only way a resident would be annexed is if they requested it.

Joe Brnak, 20220 County Road 4, stated he was curious if Lochbuie does annex this portion of County Road 4, how many pieces of equipment do you have for snow removal, upkeep, or bridge work in the future? Currently, how many miles of road does the Town take care of? He inquired what the plan is for the parcel south of County Road 4 and what the exact location of the Weld County road closure is.

Chris Larmon, Public Works Director, stated that right now the public works department maintains 71 miles of road. The Town has equipment ordered and plans to hire additional staff that would help with winter maintenance, so the department is taking steps to prepare for these additional obligations.

Christopher Kennedy stated there is no development plan yet for how the land will be used, only the annexation is under consideration today.

Kimberly Wagner, 19369 County Road 4, purchased her property last year and is surrounded by this annexation. Will there be a four-lane road? For the light industrial and housing that could be added, will there be access off County Road 41, or will it be off County Road 4? She stated that she would like to be in contact with South Weld Holdings as this project progresses and would like to know their plans to help maintain the quality of life in the area, and to help with dust and noise mitigation.

Christopher Kennedy stated that a traffic study has not been completed, so the road could be widened in the future, but there is nothing to dictate that change right now. There are provisions in the Lochbuie Municipal Code for dust mitigation, landscape, and berms when there is an intense use up against a less intense land use.

Josh Shipman stated that South Weld Holdings is happy to speak with residents.

Karen Grillos, 21512 County Road 4, shared that there is only one owner who would like to develop this property. They can have the taxpayers help, and Lochbuie will bring water and utilities. There may be monetary interest for the Town.

Christopher Kennedy stated that developers are required to pay their own way. They must pay for infrastructure, roads, pipes, and water treatment.

Larry Strock, 840 Lonewolf Circle, stated that the maps that were shown are somewhat confusing and it is hard to tell what the development is. He understands why people are not super crazy about the annexation because they do not know what is going to happen.

Mayor Pro Tem closed the public hearing at 6:00 PM.

Mayor Pro Tem Jeffery shared that all the findings that staff set forth in the staff report were also her findings when she reviewed the material for this project.

*Motion made by Trustee Bristow seconded by Trustee White to adopt Ordinance 2024-691 annexing certain territory to the Town known as the South Weld Annexation No. 1. Motion carried 6-0.*

### **EXECUTIVE SESSION**

- a. Executive Session Pursuant to C.R.S. § 24-6-402(4)(b) with Town legal counsel to discuss ongoing litigation related to annexation.

*Motion made by Trustee Wescott seconded by Trustee Coen to move to Executive session pursuant to CRS Section 24-6-402(4)(b) with Town legal counsel to discuss ongoing litigation related to annexation. Motion carried 6-0.*

*Mayor Pro Tem Jeffery called the executive session to order at 6:07 PM.*

*Mayor Pro Tem Jeffery adjourned the executive session at 6:28 PM.*

**ADJOURN**

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

Mayor Pro Tem Jeffery adjourned the meeting at 6:29 PM.

***The Board may convene a lawfully called executive session at any time during a regular or special meeting of the Board. Michael Mahoney, Mayor of Lochbuie, has authorized issuance of this Notice of Special Meeting in accordance with the requirements of Section 2-2-60 of the Lochbuie Municipal Code.***

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Heather Bowen  
Town Clerk

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Michael Mahoney  
Mayor



## AGENDA ITEM SUMMARY

MEETING DATE: February 20, 2024

SUBJECT: Resolution No. 2024-15 Authorizing The Town Administrator To Execute A Consent To The Partial Assignment And Assumption Agreement (Subdivision Improvement And Water Dedication Agreement - Blue Lake Filing No. 2) (Phase 2 And 3 Improvements).

PRESENTED BY: Maureen Juran, Town Attorney

## SUMMARY / BACKGROUND

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The Town and Lochbuie Land I, LLC (“Lochbuie Land”) entered into a Subdivision Improvement and Water Dedication Agreement dated March 6, 2018 (“Agreement”), and, as contemplated and allowed under the Agreement, Lochbuie Land has sold off/ is selling some (194) of the lots in Filing 2 and desires to transfer and assign all of its right, title and interest in and to the SIA to Century Land Holding, LLC (“Assignee”). The SIA provides that the SIA may not be assigned by Lochbuie Land without the written consent of the Town by resolution of the Board of Trustees and further provides that Town consent to assignment shall not be unreasonably withheld or delayed so long as the Assignee is financially capable of complying with the requirements for security for construction of the public improvements. Included in your packet is a letter from the Assignee addressing its financial capability of complying with the requirements for security for construction of the improvements.

Staff recommends that the Board approve Resolution 2024-15 consenting to the requested assignment of the SIA to Assignee as to the 194 lots,

## STAFF RECOMMENDATION/ACTION REQUIRED

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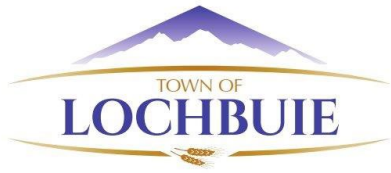
Staff recommends the following motion:

*“I move to approve Resolution 2024-15 Consenting To The Partial Assignment And Assumption Agreement (Subdivision Improvement And Water Dedication Agreement - Blue Lake Filing No. 2) (Phase 2 And 3 Improvements) ”*

## ATTACHMENTS

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- Resolution 2024-15
- Letter from Century Holdings



- Partial Assignment And Assumption Agreement (Subdivision Improvement And Water Dedication Agreement - Blue Lake Filing No. 2) (Phase 2 And 3 Improvements)

**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, AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE A CONSENT TO THE PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (SUBDIVISION IMPROVEMENT AND WATER DEDICATION AGREEMENT – BLUE LAKE FILING NO. 2) (PHASE 2 AND 3 IMPROVEMENTS).**

**WHEREAS**, the Town and Lochbuie Land I, LLC (“Lochbuie Land”) entered into a Subdivision Improvement and Water Dedication Agreement - Blue Lake Filing No. 2 (Owner Improvements) dated March 6, 2018, as amended by the First Amendment to Subdivision Improvement Agreement and Water Dedication Agreement- Blue Lake Filing No. 2 (Owner Improvements) dated December 5, 2023 (as so amended, the "SIA") for the purpose of completion of certain subdivision improvements relating to the final plat of Blue Lake Subdivision Filing No. 2 as referenced on Exhibit A of the SIA; and

**WHEREAS**, Lochbuie Land desires to transfer and assign all of its right, title and interest in and to the SIA but only as to 194 lots and appurtenant tracts to be acquired by Century Land Holding, LLC (“Assignee”) as identified in that certain Partial Assignment and Assumption Agreement entered into or to be entered into between Lochbuie Land and Century Land Holdings (“Partial Assignment”); and

**WHEREAS**, in Section 5.6, the SIA provides that the SIA may not be assigned or delegated by Lochbuie Land without the written consent of the Town by resolution of the Board of Trustees; and

**WHEREAS**, Section 5.5 of the SIA further provides that Town consent to assignment shall not be unreasonably withheld or delayed so long as the assignee is financially capable of complying with the requirements for security for construction of Improvements (as such term is defined in the SIA), as set forth in Section 1.4 of the SIA; and

**WHEREAS**, the Assignee has represented to the Town that it has the financial capability to comply with the requirements for security for construction of Improvements (as such term is defined in the SIA), as set forth in Section 1.4 of the SIA; and

**WHEREAS**, the Town Board of Trustees hereby consents to the Partial Assignment and authorizes the Town Administrator to execute the Town consent to such partial assignment in the form required by the SIA and the Partial Assignment.

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

Section 1. The Town Board of Trustees (a) incorporates the above recitations as findings of the Board, (b) authorizes the Town Administrator to execute the Town consent in the form attached to the Partial Assignment with any such minor modifications as required and approved by the Town Attorney.

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

**ADOPTED THIS 20TH DAY OF FEBRUARY, 2024.**

**TOWN OF LOCHBUIE, COLORADO**

**ATTEST:**

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

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

CENTURY LAND HOLDINGS, LLC  
8390 E. CRESCENT PARKWAY, SUITE 650  
GREENWOOD VILLAGE, CO 80111

February 15, 2024

*VIA EMAIL*

Maureen Juran  
Town Attorney  
Town of Lochbuie  
703 County Road 37  
Lochbuie, CO 80603  
Email: [MJuran@lawwj.com](mailto:MJuran@lawwj.com)

Re: Statement of Financial Responsibility: Subdivision Improvement and Water Dedication Agreement - Blue Lake Filing No. 2 (Owner Improvements) by and between the Town of Lochbuie and Lochbuie Land I, LLC, a Colorado limited liability company (“**Lochbuie Land**”) recorded in the official records of Weld County, Colorado, on March 8, 2018 at Reception No. 4381051, as amended by the First Amendment to Subdivision Improvement Agreement and Water Dedication Agreement- Blue Lake Filing No. 2 (Owner Improvements) recorded in the official records of Weld County, Colorado, on December 8, 2023 at Reception No. 4934638 (as so amended, the “**SIA**”)

Dear Ms. Juran:

This letter is in response to the Town of Lochbuie’s request that Century Land Holdings, LLC, a Colorado limited liability company (hereinafter, “**Century**”), provide written representation as to Century’s financial capability to comply with the requirements for security for the construction of certain improvements required under the SIA.

In connection with its pending acquisition of certain real property consisting of certain residential lots and adjacent tracts identified on the plat titled “Blue Lake Subdivision Filing No. 2 (Corrected)” recorded in the official records of Weld County, Colorado, on March 14, 2018 at Reception No. 4382826 (the “**Acquisition Property**”), Century is seeking to take a partial assignment of Lochbuie Land’s rights, title and obligations under the SIA with respect to the Acquisition Property, as set forth in that certain Partial Assignment and Assumption Agreement (Subdivision Improvement and Water Dedication Agreement – Blue Lake Filing No. 2) (Phase 2 and Phase 3 Improvements), a copy of which is enclosed herewith (the “**Partial SIA Assignment**”). The Partial SIA Assignment shall be executed, if at all, at the closing of the sale of the Acquisition Property by Lochbuie Land to Century.

Century is a wholly-owned subsidiary of Century Communities, Inc., a Delaware corporation. Century Communities, Inc. is a nationally traded corporation and top 10 homebuilder in the United States. Information on the financial status of Century Communities, Inc., including copies of current SEC filings, can be found at <https://www.centurycommunities.com> under the “Investor Tab”. Century, as a wholly owned subsidiary of Century Communities, Inc., has the financial capability to comply with the requirements for security for the construction of all improvements under the SIA that Century will

Maureen Juran  
Town Attorney  
Town of Lochbuie  
February 15, 2024  
Page 2

assume upon the closing of the purchase of the Acquisition Property and execution of the Partial SIA Assignment.

Sincerely,



Cal Nelson  
Vice President

Enclosure (1)

cc: Mark Bush (via email to [MBush@concordpartnersllc.com](mailto:MBush@concordpartnersllc.com))  
Russ Waterson (via email to [Russ@waterersonlaw.com](mailto:Russ@waterersonlaw.com))  
Jonathan Wayne (via email to [Jonathan.Wayne@centurycommunities.com](mailto:Jonathan.Wayne@centurycommunities.com))  
Nash Verano (via email to [Nash.Verano@centurycommunities.com](mailto:Nash.Verano@centurycommunities.com))  
Cindy Myers (via email to [Cindy.Myers@centurycommunities.com](mailto:Cindy.Myers@centurycommunities.com))  
Lauren Dorman (via email to [Lauren.Dorman@centurycommunities.com](mailto:Lauren.Dorman@centurycommunities.com))  
Audrey Baker (via email to [AudreyB@centurycommunities.com](mailto:AudreyB@centurycommunities.com))



**When recorded return to:**

Century Land Holdings, LLC  
c/o Century Communities, Inc.  
8390 E. Crescent Parkway, Suite 650  
Greenwood Village, CO 80111  
Attn: Legal Department

**PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT**

(Subdivision Improvement and Water Dedication Agreement – Blue Lake Filing No. 2)  
(Phase 2 and 3 Improvements)

THIS PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is dated effective as of the \_\_\_\_ day of \_\_\_\_\_, 2024 ("Effective Date"), by and between LOCHBUIE LAND I, LLC, a Colorado limited liability company ("Assignor"), and CENTURY LAND HOLDINGS, LLC, a Colorado limited liability company ("Assignee").

**RECITALS:**

A. Assignor is the owner of one hundred ninety-four (194) single family residential lots and appurtenant tracts located within the Town of Lochbuie, County of Weld, State of Colorado located in the Blue Lake Subdivision Filing No. 2 subdivision, which lots are enumerated on **Exhibit A** attached hereto and incorporated herein by this reference (the "Century Phase 2 and 3 Lots"). **Exhibit A** also enumerates various tracts to be improved by Assignee, but will not be conveyed to Assignee (the "Tracts").

B. Assignor has entered into a certain Subdivision Improvement and Water Dedication Agreement – Blue Lake Filing No. 2 (Owner Improvements) dated March 6<sup>th</sup>, 2018 and recorded on March 8, 2018 at Reception No. 4381051 in the records of the Clerk and Recorder of Weld County, as amended by that certain First Amendment to Subdivision Improvement Agreement and Water Dedication Agreement – Blue Lake Filing No. 2 (Owner Improvements) dated December 5, 2023 and recorded on December 8, 2023 at Reception No. 4934638 in the records of the Clerk and Recorder of Weld County (as so amended, the "SIA") with the Town of Lochbuie, Colorado, a municipal corporation (the "Town"), for the purpose of completion of certain subdivision improvements relating to the final plat of Blue Lake Subdivision Filing No. 2 as referenced on **Exhibit A** (the "Plat"), a copy of which SIA is attached hereto as **Exhibit B** and incorporated herein by this reference.

C. Pursuant to the terms of that certain Purchase and Sale Agreement (Filing 2 – 194 Platted Lots) dated September 15, 2023 between Assignor and Assignee (as subsequently amended, the "Sale Agreement"), Assignee will acquire the Century Phase 2 and 3 Lots (but not the Tracts) in a single transaction and intends to construct those infrastructure improvements that are applicable to the Century Phase 2 and 3 Lots, and the Tracts, and which are necessary for the development of and construction of single-family homes on the Century Phase 2 and 3 Lots.

D. Those improvements specifically applicable to the Century Phase 2 and 3 Lots, and the Tracts, are identified as the Blue Lake Filing No. 2 – Phase 2 Cost Estimate, and the Blue Lake Filing No. 2 – Phase 3 Cost Estimate, both as shown in Exhibit B to the SIA, and as are specifically

enumerated in **Exhibit C** attached hereto and incorporated herein by this reference (the “Phase 2 and 3 Improvements”).

E. Assignor previously assigned all of its right, title and interest in and to the SIA as to the Phase 1 Improvements serving the Phase 1 Lots and associated tracts (all as identified in the SIA), to LGI Homes – Colorado, LLC, a Colorado limited liability company (“LGI”) pursuant to that certain Partial Assignment and Assumption Agreement (LGI Contract – Bella Vista IV) dated March 15, 2018 (the “LGI Partial Assignment Agreement”), and Assignor represents that following the execution of the LGI Partial Assignment Agreement, Assignor has no further obligations under the SIA pertaining to the Phase I Improvements.

F. This Assignment does not assign any obligation to construct any other Improvements other than the Phase 2 and 3 Improvements. Following the assignment of the obligations for the Phase 2 and 3 Improvements, as set forth herein, Assignor shall have no further rights or obligations under the SIA with respect to the Phase 2 and 3 Improvements.

G. Assignor desires to transfer and assign all of its right, title and interest in and to the SIA but only as to the Phase 2 and 3 Improvements serving the Century Phase 2 and 3 Lots and the Tracts to the Assignee, and Assignee desires to assume all of the rights and obligations of Assignor as to the Phase 2 and 3 Improvements serving the Century Phase 2 and 3 Lots and the Tracts, and to be bound by all of the obligations of Assignor as to the Phase 2 and 3 Improvements relating to such Century Phase 2 and 3 Lots and the Tracts.

## AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties agree as follows:

1. **Definitions & Recitals.** All terms capitalized herein but not otherwise defined shall have the meaning ascribed to them in the SIA. The Recitals of this Assignment are incorporated herein by this reference.

**Assignment.** As of the Effective Date, Assignor hereby grants, bargains, sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the SIA arising from and after the Effective Date, as it pertains to the Phase 2 and 3 Improvements and as specifically set forth in **Exhibit C**. Assignor hereby represents and warrants that it has satisfied all conditions precedent as required in the SIA for this assignment by Assignor and assumption by Assignee.

3. **Acceptance of Assignment.** As of the Effective Date, Assignee hereby accepts the assignment and transfer of all of Assignor's right, title and interest in and to the SIA arising from and after the Effective Date, but only as the SIA pertains to the Phase 2 and 3 Improvements, including as specifically set forth in **Exhibit C**.

4. **Assumption of Obligations.** As of the Effective Date, Assignee hereby expressly assumes all the obligations of Assignor under the SIA arising after the Effective Date, but only as

the same pertain to the Phase 2 and 3 Improvements as specifically set forth in **Exhibit C**, and agrees to be bound by all applicable terms and provisions of the SIA as to the Phase 2 and 3 Improvements.

5. **Indemnification.** To the extent allowed by law, Assignor agrees to indemnify and hold harmless Assignee and its parent corporation, affiliates, successors and assigns, and all other persons claiming by, through, or under Assignor, from and against any and all damages, claims, costs, expenses, liabilities, liens, and other obligations whatsoever (including but not limited to court costs and reasonable attorney's fees and expenses associated therewith) arising under the SIA prior to the LGI Partial Assignment Agreement with respect to the Phase 1 Improvements and prior to the Effective Date with respect to the Phase 2 and 3 Improvements. Assignee agrees to indemnify and hold harmless Assignor and its successors, and assigns, and all other persons claiming by, through, or under Assignor (collectively, the "Assignor Parties"), from and against any and all damages, claims, costs, expenses, liabilities, liens, and other obligations whatsoever (including but not limited to court costs and reasonable attorney's fees and expenses associated therewith) arising under the SIA, but only as to any Phase 2 and 3 Improvements that are the specific obligation of Assignee under the SIA as provided herein (the "Phase 2 & 3 Claims"), except for and subject to the extent any such Phase 2 & 3 Claims that arise due to the negligence or willful misconduct of any Assignor Parties.

6. **Governing Law.** This Assignment is intended to be executed, delivered, and performed within the State of Colorado, and shall be governed by and construed in accordance with the laws of the State of Colorado.

7. **Attorneys' Fees.** In the event of any proceeding by any party hereto to enforce or interpret any of the provisions of this Assignment, the prevailing party in such proceeding shall be entitled to recover all costs of such proceeding, including reasonable attorneys' fees and expenses, thereby incurred.

8. **Binding Agreement and Release.** This Assignment shall be binding upon each of the parties hereto and their respective successors, heirs, personal and legal representatives, and assigns (whether or not permitted). This Assignment shall inure to the benefit of each of the parties hereto and their respective successors, heirs, personal and legal representatives, and permitted assigns. For any matters arising or due under the SIA subsequent to the Effective Date of this Assignment, Assignor shall be released from any duty, obligation, or responsibility of the Owner under the SIA as it relates to the Phase 2 and 3 Improvements, and such obligations will become the sole responsibility of Assignee.

9. **Counterparts.** This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute but one and the same instrument. It shall not be necessary that any one counterpart hereof be executed by all the signatories hereto, so long as each of the signatories has executed at least one counterpart hereof.

EXECUTED to be effective as of the Effective Date.

**ASSIGNOR:**

**LOCHBUIE LAND I, LLC,  
a Colorado limited liability company**

By: Concord Partners, LLC,  
a Colorado limited liability company,  
its manager

By: \_\_\_\_\_  
Mark W. Bush, Manager

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF \_\_\_\_\_        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024,  
by Mark W. Bush, as Manager of Concord Partners, LLC, a Colorado limited liability company,  
which is in turn Manager of Lochbuie Land I, LLC, a Colorado limited liability company, as  
Assignor.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

*[Signatures continued on next page.]*

**ASSIGNEE:**

**CENTURY LAND HOLDINGS, LLC,**  
a Colorado limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF ARAPAHOE        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2024, by \_\_\_\_\_ as \_\_\_\_\_ of Century Land Holdings, LLC, a Colorado limited liability company, as Assignee.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Attachments:

- Consent of Town of Lochbuie
- Exhibit A – Legal Description of the Century Phase 2 and 3 Lots, and the Tracts
- Exhibit B – SIA
- Exhibit C – Phase 2 and 3 Improvements

**CONSENT OF TOWN OF LOCHBUIE**

The Town of Lochbuie hereby consents to the Partial Assignment and Assumption Agreement (Subdivision Improvement and Water Dedication Agreement – Blue Lake Filing N. 2) (Phase 2 and 3 Improvements, as described herein.

**TOWN OF LOCHBUIE, COLORADO**

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

ATTEST:

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

EXHIBIT A

LEGAL DESCRIPTION OF CENTURY PHASE 2 AND 3 LOTS AND THE TRACTS

**Century Phase 2 and 3 Lots**

Lots 1 through 19, inclusive, Block 1,  
Lots 1 through 27, inclusive, Block 2,  
Lots 3 through 12, inclusive, Block 4,  
Lots 1 through 23, inclusive, Block 5,  
Lots 1 through 12, inclusive, Block 6,  
Lots 1 through 12, inclusive, Block 7,  
Lots 1 through 12, inclusive, Block 8,  
Lots 1 through 12, inclusive, Block 9,  
Lots 1 through 13, inclusive, and 24 through 26, inclusive, Block 10,  
Lots 1 through 9, Block 11,  
Lots 1, 5 and 6, Block 16,  
Lots 1, 2 and 10 through 16, inclusive, Block 17,  
Lots 1 through 15, inclusive, Block 18, and  
Lots 1 through 15, inclusive, Block 19.

Blue Lake Subdivision Filing No. 2 (CORRECTED), recorded March 14, 2018 at Reception No. 4382826.

County of Weld,  
State of Colorado

**Tracts to be Improved by Century as Part of the Phase 2 and 3 Improvements**

Tracts A, B, E, F, G

Blue Lake Subdivision Filing No. 2 (CORRECTED), recorded March 14, 2018 at Reception No. 4382826.

County of Weld,  
State of Colorado

EXHIBIT B

SIA

[See attached]



**SUBDIVISION IMPROVEMENT AND WATER DEDICATION AGREEMENT  
BLUE LAKE FILING NO. 2  
(Owner Improvements)**

THIS AGREEMENT (hereinafter the "Agreement") is made and entered into this 6<sup>TH</sup> day of MARCH, 2018 by and between the TOWN OF LOCHBUIE, COLORADO, a municipal corporation of the County of Weld, State of Colorado ("Town"), and LOCHBUIE LAND I, LLC, a Colorado limited liability company ("Owner"). This Agreement shall be effective upon recordation.

**RECITALS**

- A. The Town has approved the plat map for Blue Lake Filing No. 2 (the "Plat"), which was recorded in the real property records for Weld County, Colorado, on MARCH 8<sup>TH</sup> 2018 at Reception no. 4381049. All real property set forth and described on the Plat shall hereinafter be referred to as the "Property", and is more particularly described on Exhibit A attached hereto and incorporated herein by reference. The terms of the Plat are incorporated herein as if set out in full. The Plat has been reviewed and approved by the Town according to the adopted regulations as specified pursuant to Articles II and III of Chapter 19 of the Lochbuie Municipal Code entitled "Lochbuie Land Use Regulations;" the Annexation and Development Agreement for Blue Lake dated March 31, 2004, as amended (the "Annexation Agreement"); and the Blue Lake PUD Regulations which were adopted in accordance with and pursuant to the aforementioned section of the Lochbuie Municipal Code and are attached as Exhibit D to the Annexation Agreement (the "Blue Lake PUD Regulations").
- B. Owner owns all of the Property within the Plat. The 305 individual lots ("Lots"), and other tracts within Blue Lake Subdivision Filing No. 2 that will be developed are more particularly described on Exhibit A, attached hereto and incorporated herein by this reference, and will be referred to herein as the "Development Area".
- C. As a condition of the development of the Development Area, and also as a condition of the Annexation Agreement and the Blue Lake PUD Regulations, the Town will require the construction by the Owner of certain infrastructure improvements and facilities, both onsite and offsite of the Development Area, including the improvements described in this Agreement, the Annexation Agreement, the Blue Lake PUD Regulations and those improvements shown on the construction plans dated MARCH 6, 2018 and submitted by the Owner to the Town ("Construction Plans"). This Agreement shall govern the terms of the infrastructure improvements which shall be built by Owner or its assigns within or outside the Development Area (the "Improvements").
- D. As a condition of approval of the final Plat for the Development Area, and as a condition of the Annexation Agreement, the Town requires the owner to convey to the Town sufficient Water Resources to serve the anticipated development and Improvements within the Development Area. This Agreement shall govern the terms of the Water Resources dedication for the Development Area (the "Water Resources").

E. The parties desire to enter into this Agreement wherein the Owner is obligated to construct the Improvements and convey the Water Resources, and that such obligations be guaranteed in the form set forth herein.

**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 Nature of Improvements. Owner, at its sole expense, shall design, purchase, and install all elements of the Improvements, whether such Improvements are located within (on-site) or outside (off-site) the Development Area as shown on **Exhibit B** and in accordance with the list of Improvements and associated costs also included within **Exhibit B**. The Improvements shall be designed and built in conformance with the Town of Lochbuie standard specifications for public improvements in effect as of the date of this Agreement, unless otherwise provided in the approved plans and specifications. 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 Town Engineer (or the Town's engineering consulting firm) shall review and approve the drawings and plans.

1.2 Timing. Building permits for the Lots to be developed within the Development Area shall be issued so long as the street(s) platted in each individual phase, as set forth in **Exhibit C**, and the Weld County Road 37 Improvements abutting the property within the Plat have been installed with at least the first lift of asphalt and the streets required for access to the Lots have been installed and substantially completed. Certificates of occupancy for the structures on the Lots in the Development Area shall be conditioned on the completion of the Improvements as are more particularly described on **Exhibit B**, and dedications are completed in accordance with Section 4.2.3 of the Blue Lake PUD Regulations. In accordance with Section 4.3 of the Blue Lake PUD Regulations, certificates of occupancy may be issued for structures in areas within a phase of a Development Area (on a street by street basis) where all Improvements required in order to serve such area have been substantially completed, provided that the Town has also received adequate financial guarantees for all areas within that phase that have not been completed as set forth in Section 1.5 below. In accordance with Section 4.2.2 of the Blue Lake PUD Regulations, the Town has approved the Construction Plans, and the Owner shall furnish and install the Improvements listed on **Exhibit B**, in conformance with the Construction Plans. **Exhibit B** has been divided into various phases corresponding to the Lots described in the phasing map on **Exhibit C** attached hereto and incorporated by reference (the "Phasing Map").

1.3 Maintenance and Workmanship of Improvements. Owner shall keep and maintain all the Improvements in good order and condition until the Town issues a certificate of Final Acceptance pursuant to this Agreement. Owner shall, at its cost, repair or replace any damage or destruction of the Improvements that occurs prior to such Final Acceptance by the

Town, 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.

1.4 Construction Cost Estimate. Exhibit B shall also contain, 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 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 1.5, and may be revised from time to time to reflect actual costs. Such Improvements Costs estimates shall include a cost contingency of fifteen percent (15%) of the total estimated construction costs of the Improvements.

1.5 Security for Construction of Improvements.

(a) Prior to the commencement of construction of the Improvements for a phase as shown on the Phasing Map, the Owner shall furnish to the Town, at the Owner's expense, a good and sufficient guarantee for construction of the Improvements ("Improvements Guarantee") in the form of cash 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.. If the Town draws upon the Improvements Guarantee to correct deficiencies and/or complete the Improvements, the balance of the Improvements Guarantee shall be returned to the Owner within thirty (30) days following Final Acceptance.

(b) Where the Owner and the Town have agreed to a phasing of the Improvements in accordance with Exhibits B and C, the required Improvements Guarantee shall be delivered to and accepted by the Town prior to the commencement of construction of the 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, the amount of the original Improvements Guarantee will be reduced to an amount equal to fifteen percent (15%) of the Improvements Costs for which Construction Acceptance has occurred for each phase. Upon Final Acceptance of the Improvements for each phase, the Improvements Guarantee for such phase shall be released as to the Improvements which have been the subject of such Final Acceptance.

(d) At least thirty (30) calendar days prior to the expiration date of any

Improvements Guarantee for a phase, 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 for such phase under this Agreement. The Owner's failure to provide such an amended form of Improvements Guarantee prior to said thirty (30) 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 serving a particular phase, 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 3 herein, and shall also be subject to suspension of the development activities by the Town in the phase for which the Improvements Guarantee had been provided, including but not limited to the Town's refusal to issue building permits and certificates of occupancy.

(f) If contracts with purchasers of Development Areas require some type of escrow or letter of credit facility to secure construction of Improvements for such Development Area, the Town agrees that Owner will have the right to utilize such escrow or letter of credit arrangement as the form of security for construction of such public improvements described in such subdivision improvement agreement without the need for duplicate or additional security to the Town although the Owner shall obtain prior Town consent to the form of such security, which consent shall not be unreasonably withheld as long as the form of the letter of credit facility ensures that the Town can execute or call on such letter of credit in the event of an Owner default hereunder in the full amount without need for obtaining third party consent.

1.6 "As-Built" Drawings. When Owner has completed the Improvements as provided herein, Owner shall provide, at its cost, two (2) paper copies, 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 based on information provided by the general contractor and a survey of surface features of the constructed site within the public right-of-way and easements indicating that the constructed Improvements are in substantial

compliance with the Construction Plans or that any material deviations have received prior written approval from the Town. The legal description of all utility service lines shall be prepared by a registered land surveyor at the Owner's sole expense. In addition, all expenses incurred by the Town in updating the Town's base maps shall be paid by the Owner.

2. DEVELOPMENT STANDARDS AND PROCEDURES.

2.1 Phasing. All or part of the Improvements for the Development Area may be phased, in accordance with Exhibit B and the Phasing Map attached as Exhibit C, in such manner as the Owner deems appropriate.

2.2 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.

2.3 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 in order 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 \$15,000.00 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. Prior to engaging any third party inspector to inspect the Improvements, the Town shall provide Owner with a copy of the contract with such third party inspector for review and approval by Owner. 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 \$7,000. In the event that Owner, acting reasonably, feels that such third party inspection costs are excessive, Owner may address such costs with the Town,

and if appropriate, the Town shall engage an alternative inspector for such inspections. 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 inspection costs. A failure to pay any invoice therefor 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 Construction Plans, Owner shall request inspection by the Town.

(b) The Town agrees to commence said inspections within five (5) business days of the Owner's request for an inspection and agrees 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 for a particular phase have reached a point of substantial completion in accordance with the Construction Plans, have been inspected and approved by the Town as being substantially completed in accordance with the Construction Plans, 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 set forth herein. "Construction Acceptance" shall be evidenced by the Town's issuance of a Construction Acceptance Letter in the form attached hereto as Exhibit G. If

Improvements constructed by Owner are not constructed in substantial accordance with the Construction Plans, 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 Acceptance or Rejection within five (5) 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 preceding 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 3 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 Plat then phased for Improvements prior to "Construction Acceptance" of the Improvements for that phase.

2.8 Warranty.

(a) For a period of one (1) year following the Construction Acceptance of the Improvements (the "Warranty Period"), the Owner shall be responsible for making any repairs or replacements 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 forty-five (45) 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 3 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 shall accept and maintain the streets, rights-of-way and medians required by the Town associated therewith and located therein, provided that such street improvements are in accordance with Town standards for acceptance.

(b) At least thirty (30) days before one (1) year has elapsed from the

issuance of "Construction Acceptance" or as soon thereafter as weather permits, Owner shall request, from time to time, a "Final Acceptance" inspection of Improvements installed by Owner. The Town shall inspect the Improvements and shall notify the Owner in writing of all deficiencies and necessary repairs. After Owner has corrected all deficiencies and made all necessary repairs identified in said written notice, the Town shall issue to Owner a letter of "Final Acceptance." If Owner does not correct all deficiencies and make repairs identified in said inspection that are Owner's obligation, within forty-five (45) 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 3 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.

(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.

2.9 Final Acceptance. Upon expiration of the applicable one (1) year warranty period, the Owner shall provide notice to the Town Engineer or Town Administrator that the Improvements are ready for final inspection. Upon satisfactory completion of the final inspection, conveyance of the Improvements as provided herein, as applicable, and provision of the documents including written and electronic final "as built", the Town shall provide Final Acceptance of the Improvements. The Town agrees to issue a Letter of Final Acceptance within seven (7) days following Final Acceptance or at such later date as warranty repairs have been completed.

2.10 Dedication of Right-of-Way and Easements. The completed Improvements, with the exception of the parks and trails, shall become the sole property of the Town, free and clear of all liens, encumbrances, and restrictions upon acceptance by the Town. Prior to and as a condition of 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. 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 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. Any provision of the Annexation Agreement to the contrary, all parks (including pocket parks), open space and trails created as part of the Plat shall be dedicated to a homeowner's association or the District 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 Reimbursement. The Town and Owner hereby reaffirm their obligations under Section 12 of the Annexation Agreement relating to obtaining reimbursement agreements and reimbursements from benefited landowners to the extent that the Owner designs and/or constructs any Improvements including, but not limited to, any streets, water lines, sewer lines, and drainage facilities, or acquires any off-site easements and/or related facilities for the benefit of property that is not part of the Property. The Parties agree that the only Improvement for which the Town will require oversizing is the water line as described in Exhibit D ("Oversized Water Line"). Upon completion of the Oversized Water Line, and no sooner than in calendar year 2019 (to accommodate Town budgeting), the Town will make a single lump sum reimbursement payment to Owner upon Final Acceptance of the Oversized Water Line to reimburse Owner for the increment of cost resulting from such oversizing as provided in Section 4.4 and Section 12 of the Annexation Agreement. Reimbursement from the Town for oversizing may be funded from impact or development fees collected by the Town from third parties, or from any other source, and will be subject to annual appropriation to the extent required by Colorado law.

2.12 Town Participation and Cost Recovery. There shall be no right to any Town participation in or the recovery of any of the costs of constructing the Improvements except pursuant to (i) the Town's Municipal Ordinances, the Annexation Agreement or the Blue Lake PUD Regulations; (ii) those agreements currently in existence between the Town and the Owner; or (iii) except as expressly set forth in a duly authorized and executed agreement between the Town and the Owner which sets forth, at a minimum: (A) the basis for any participation by the Town or recovery from another property owner or owners; (B) a verified statement of the costs of construction of the Improvements subject to participation by the Town or cost recovery from others; (C) the basis used to compute the cost recovery or participation amounts set forth in the agreement; and (D) the term during which the cost recovery agreement shall be required to be administered by the Town.

2.13 Schedule of Fees. The parties acknowledge that the fees set forth in the Schedule of Fees set forth on Exhibit C to the Annexation Agreement have been amended by ordinance, resolution, or otherwise during the time period subsequent to the effective date of the Annexation Agreement. The parties further acknowledge that the time period during which the "Fees Relating to Development" (as such term is defined in the Annexation Agreement) were intended to be fixed subsequent to the effective date of the Annexation



Agreement has now expired. Accordingly, the Schedule of Fees as set forth in Exhibit C to the Annexation Agreement is hereby replaced and superseded with the Schedule of Fees set forth on Exhibit E attached hereto and incorporated herein by this reference, which represents the fees currently in effect in the Town. All references in the Annexation Agreement which refer to the Schedule of Fees or the "fees" shall be deemed to apply to the Schedule of Fees as set forth on Exhibit E attached hereto and the "fees" described thereon, and all other terms of the Annexation Agreement relating to the "fees" or the Schedule of Fees shall not be deemed to be amended hereby and are hereby ratified and confirmed. The Owner shall pay those fees described in Exhibit E, as may be amended by further legislative action or due to automatic increases as described in Exhibit E, prior to obtaining a building permit for each Lot in the Development Area. Water resources have not been dedicated for the full Development Area, and the parties do not know if any additional fees will be needed in association with that water dedication to serve areas outside of Phase 1 of Filing 2. The Owner understands and agrees that no certificates of occupancy for any buildings will issue until all such dedications and payments of fees as provided in Exhibit E have been made.

2.14 Off-Site Street Improvements. The parties acknowledge that the 500<sup>th</sup> building permit for a residential unit within the Project will be issued in connection with a Lot created pursuant to the Plat, and the 501st building permit will issue only upon all of the obligations of the Owner (or its assignee as permitted under Section 4.6 hereunder) to construct the off-site street improvements (or to make payments toward the construction of such off-site street improvements) as set forth in Section 6.3 of the Annexation Agreement being met. The Town and the Owner hereby reaffirm such obligations.

2.15 Construction of Park, Open Space Trail, and Fencing in Phase 1. Construction of the park (Tract H), the open space trail (Tract D), and the open rail fencing adjacent to the park and the open space trail shall be substantially completed prior to the issuance of the 50<sup>th</sup> building permit for Phase 1 of Filing 2, provided that building permits shall not be delayed in the event that Owner seeks to obtain the 50<sup>th</sup> building permit during the winter season (between November 1 of one year and April 1 of the next year) and the commencement of landscaping has not been completed, but is scheduled to be completed within thirty days after such April 1 date.

2.16 Construction of Crusher Fine Trail. A cross-section and construction standards for the crusher fine trail to be constructed on Tracts D and E is set forth in Schedule 1 to Exhibit B attached hereto and by this reference incorporated herein. At the time that such trail is constructed, the tract(s) within which such trail will be installed will be revegetated with a native seed mix. If required, temporary irrigation will be provided until such area(s) have been established with the native seed mix vegetation.

2.17 On-Site Drainage. The Construction Plans shall be revised to eliminate low points and areas where slopes along curbs or into cross pans are less than 0.5% slope. Owner

shall thoroughly review all intersection grades and revise plans to ensure positive drainage and that all grades have a minimum slope of 0.5% to the satisfaction of the Town's engineers.

### 3. WATER RESOURCES DEDICATION

3.1 Water Resources Defined. The Owner currently owns 113 Class B Water Resource Credit Replacement Certificates issued by the Town pursuant to the terms of the Indemnity Agreement dated April 4, 2016 between the Owner and the Town (the "113 certificates"). The 113 certificates were purchased to satisfy the water resource dedication requirements for 113 single-family equivalent units ("SFE") associated with the Lots and tracts within the Development Area. In addition, LGI Homes (the approved assignee of this Agreement pursuant to Section 5.6 below) currently owns an additional ten (10) water certificates (the "LGI Certificates") which will satisfy the water resource dedication for an additional 10 SFEs associated with the Lots and Tracts within the Development Area. Each certificate evidences an advance payment or dedication of water resources sufficient for a three-quarter inch tap to serve 1 single-family equivalent unit ("SFE water resource dedication"), and may be conveyed to the Town to satisfy the water resource dedication requirement within the first phase of Filing 2.

3.2 Satisfaction of Water Resource Dedication Requirement. The parties agree that the water resource dedication requirement within the Development Area shall be satisfied as follows:

- (a) The Plat subdivides the Property into 305 Lots, and various tracts. The Owner or its assigns contemplate constructing 305 single-family residential units within the Development Area, which will require a total of 305 SFE water resource dedications, and irrigation within additional tracts of land requiring additional SFE water resource dedications. The amount of water needed for irrigation on all tracts has not yet been determined.
- (b) The parties agree that, in accordance with current determinations of irrigation requirements on landscaping tracts, the 113 certificates and the LGI Certificates are sufficient to satisfy the water resource dedication requirements for 111 SFEs on 111 Lots, and irrigation of 0.7 acres of sod and 0.18 acres of shrub beds within Phase 1 of Filing 2. The 113 certificates and the LGI Certificates shall be restricted for use only on all Lots located in Phase 1 of Filing 2, and the irrigation of the 0.88 acres described in this paragraph above. The 113 certificates and the LGI Certificates may not be used at any other location.
- (c) Because the Plat contains 305 Lots, and various tracts that may be irrigated, and the 113 certificates and the LGI Certificates provide sufficient water for only 111 Lots and irrigation of 0.88 acres, the parties agree that the water resource dedication requirement for the remaining 194 Lots and tracts ("Remaining Lots and tracts") has not yet been

satisfied. The water resource dedication requirement for the Remaining Lots and tracts may be satisfied in full or in smaller increments as determined by subsequent agreement of the Parties. Until the remaining water resource dedication requirement for the Remaining Lots and tracts has been satisfied in accordance with such subsequent agreement, the obligation of the Owner to provide adequate water resources for the Remaining Lots and tracts will be secured by a building permit and water tap restriction on all of the Remaining Lots and tracts. For purposes of this Agreement, a building permit and water tap restriction means that the Owner or any successor or assign shall not be able to obtain a building permit or water tap for the improvements on any individual Remaining Lot or for irrigation of any individual remaining tract until satisfactory water resources for such Remaining Lots and tracts is conveyed to the Town in a form reasonably satisfactory to the Town in full or in smaller increments as determined by subsequent agreement of the Parties. The building permit and tap restriction associated with each individual Lot or tract will be released by the Town after sufficient water resources have been conveyed to the Town for such Lots or tracts in full or in smaller increments as determined by subsequent agreement of the Parties.

- (d) Process to Obtain Building Permit or Water Tap for Phase 1 of Filing 2. In order to obtain a building permit for a single family residential Lot in Phase 1 of Filing 2, or to obtain a water tap for a tract in Phase 1 of Filing 2, the Owner or its assigns shall be required to do the following:
- Surrender to the Town the 113 Certificates and the LGI Certificates at the time that Owner seeks to obtain a grading permit for Phase 1 of Filing 2 which shall fully satisfy the water resource dedication requirement for 111 Lots and irrigation of 0.88 acres in Phase 1 of Filing 2. At the time that Owner surrenders to the Town the 113 Certificates and the LGI Certificates as set forth above, Owner shall provide an allocation notice which indicates which Certificate is allocated to each specific Lot or tract for which the water requirement is being satisfied.
  - Pay all fees as set forth in Exhibit E applicable to each individual Lot or tract, except the Water Court Transfer Fee, which shall not be assessed for any Lot or tract when a Certificate is surrendered to the Town in Phase 1 of Filing 2.
- (e) Process to Obtain Building Permit or Water Tap for Subsequent Phases of Filing 2. In order to obtain a building permit for a single family residential Lot or to obtain a water tap for a tract in any phase other than Phase 1 of Filing 2, the Owner or its assigns shall be required to do the following:
- Convey water resources acceptable to the Town for the Remaining Lots and tracts or smaller increments that include such Lot or tract for which Owner desires to obtain a building permit or water tap.

- Obtain a release from the Town for each such Lot or tract.
  - Pay all fees as set forth in Exhibit E, unless modified by the Parties in the agreement accepting water resources.
- (f) Notice of Building Permit and Tap Restriction. Concurrently with the execution hereof, Owner shall record, in the real estate records of Weld County, Colorado, a notice (the "Building Restriction Notice"), in the form as set forth on Exhibit F attached hereto and by this reference incorporated herein, stating that prior to obtaining a building permit for any of the Remaining Lots or issuance of a water tap for any Remaining tract in the Development Area, the owner of such Remaining Lots or tracts will be required to convey to the Town sufficient water resources to the Town to satisfy the water resource needs for each Lot or tract for which Owner seeks to remove the building permit and tap restriction as described in this Agreement. Such Building Restriction Notice shall cease to encumber any of the Remaining Lots and tracts at such time as the Owner of any such Individual Remaining Lots or tracts conveys to the Town water resources acceptable to the Town for the Remaining Lots and tracts or the agreed upon smaller increment, and the Town Administrator provides a release document in substantially the form attached as Exhibit 2 to Exhibit F which, upon recordation with Weld County, shall terminate the building permit and water tap restriction for such Remaining Lot or tract created pursuant to the Building Restriction Notice.

#### 4. DEFAULT AND REMEDIES.

4.1 Default by Owner. 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. The Owner's expense 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 4.9 and 4.10 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 for such phase in compliance with this Agreement, withhold any additional building permits, certificates of occupancy, or provision of new utilities fixtures or services for such phase where the default has occurred and for any subsequent phase(s) if the defaulting party is also the Owner or builder within any subsequent phase(s).

- (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 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 reasonably acceptable to the Town 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, and subject to reasonable review and approval by 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 until at least thirty (30) working days' prior written notice has been given to the Town.
- (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 Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto. The Owner agrees to execute any and all documents necessary to allow the Town access to any and all insurance policies and endorsements pertaining to this Agreement.
- (g) 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 by resolution of the Board of Trustees. 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. The Owner reserves the right to assign to other Owners(s), the Districts, and/or homeowners association(s) all or any part of their obligations and rights under this Agreement with respect to the funding, construction, maintenance, reimbursement and/or offset, and any other matters related to the infrastructure required to support the development of the Project in accordance with the terms and conditions of this Agreement, the Annexation Agreement, the service plan for the Districts, and applicable law, including, without limitation, the posting of any security for construction of the Infrastructure as required by the Town. 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 1.4 hereof. Accordingly, references to "Owner" in the context of obligations with regard to the Improvements addressed in this Agreement will be construed to include by reference any such owners, developer(s), the District or Districts, and/or homeowners association(s), to the extent such entities subsequently are assigned and assume the obligations of the Owner pursuant to the terms of this Agreement, and upon such assignment and assumption, such obligations will become the sole responsibility of the Owner(s), the District(s), and/or homeowners association(s) assuming the same. Anything herein to the contrary notwithstanding, Owner shall have the explicit right and the Town hereby acknowledges and consents, without need for further resolution of the Board, to Owner assigning all or any portion of its rights and obligations under this Agreement to LGI Homes – Colorado, LLC, a Colorado limited liability company ("LGI Homes") or Blue Lake



Metropolitan District No. 3. Upon purchase of a phase of the Property by LGI Homes, LGI Homes shall have the right, and the Town hereby consents, to LGI Homes or Blue Lake Metropolitan District No. 3 assuming all rights, obligations and liabilities imposed in this Agreement on Owner for such phase, and upon such assignment and assumption of the obligations by LGI Homes or Blue Lake Metropolitan District No. 3 (which shall specifically include the obligation to post any Improvement Guarantee as required herein) and upon delivery to the Town of written evidence of such assignment and assumption, Owner shall be released from any further obligations hereunder with respect to such phase. Unless and until LGI Homes or another builder purchases one or more phases of the Property and LGI Homes, the Blue Lake Metropolitan District No. 3, or another builder formally assumes Owner's obligations therefor and provides written evidence of such assumption to the Town, Owner shall continue to be obligated for said Improvements listed on Exhibit B with respect to such phases not purchased.

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 Cooperation. The parties will mutually cooperate in any filings, applications, inspections or other administrative procedures necessary to allow the other parties to fulfill their obligations under this Agreement and to develop the Property in accordance with the planned unit development zoning approved for the Property.

5.15 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:

Lochbuie Land I, LLC  
905 W. 124<sup>th</sup> Ave., Suite 210

Westminster, CO 80234  
Attention: Mark Bush

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.

5.17 No Third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, will be strictly reserved to the parties hereto, their successors and assigns, and nothing contained in this Agreement will give or allow any claim or right of action by any other or third person under this Agreement. It is the express intention of the parties that any person other than the parties receiving services or benefits under this Agreement will be deemed to be an incidental beneficiary only.


5.18 Exhibits. Unless the context otherwise indicates, any capitalized terms in any Exhibit to this Agreement will have the same meanings as defined in this Agreement.


IN WITNESS WHEREOF, the parties have executed this Agreement the day and year written above.

TOWN:

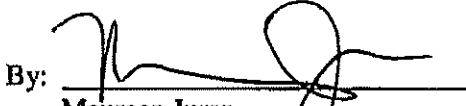
TOWN OF LOCHBUIE,  
a municipal corporation

ATTEST:

By:   
Monica Mendoza, Town Clerk

By:   
Mayor Pro Tem Jacob Lofgren

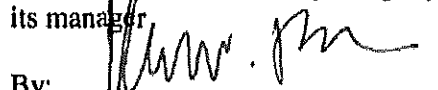
APPROVED AS TO FORM:

By:   
Maureen Juran  
Lochbuie Town Attorney

OWNER:

LOCHBUIE LAND I, LLC,  
a Colorado limited liability company

By: Concord Partners, LLC,  
a Colorado limited liability company,  
its manager

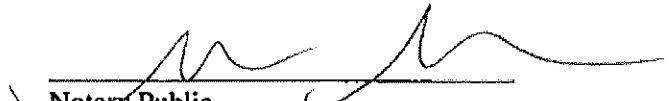
By:   
Mark W. Bush, Manager

STATE OF COLORADO )  
 )ss.  
COUNTY OF ADAMS )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of March, 2018,  
by Mark W. Bush as Manager of Concord Partners, LLC, as Manager of Lochbuie Land I,  
LLC, a Colorado limited liability company

WITNESS my hand and official seal.

MONICA MENDOZA  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20124011429  
MY COMMISSION EXPIRES FEBRUARY 23, 2020

  
Notary Public

**EXHIBIT A**

**LEGAL DESCRIPTION**

- Lots 1 through 19, inclusive, Block 1
- Lots 1 through 30, inclusive, Block 2
- Lots 1 through 19, inclusive, Block 3
- Lots 1 through 12, inclusive, Block 4
- Lots 1 through 23, inclusive, Block 5
- Lots 1 through 12, inclusive, Block 6
- Lots 1 through 12, inclusive, Block 7
- Lots 1 through 12, inclusive, Block 8
- Lots 1 through 12, inclusive, Block 9
- Lots 1 through 26, inclusive, Block 10
- Lots 1 through 21, inclusive, Block 11
- Lots 1 through 6, inclusive, Block 12
- Lots 1 through 25, inclusive, Block 13
- Lots 1 through 12, inclusive, Block 14
- Lots 1 through 12, inclusive, Block 15
- Lots 1 through 6, inclusive, Block 16
- Lots 1 through 16, inclusive, Block 17
- Lots 1 through 15, inclusive, Block 18
- Lots 1 through 15, inclusive, Block 19

Together with all Tracts  
Bluc Lake Subdivision Filing No. 2  
County of Weld,  
State of Colorado



**EXHIBIT B**

**IMPROVEMENTS WITH ASSOCIATED COST ESTIMATES AND SCHEDULE**

(see attached)



PARAGON ENGINEERING CONSULTANTS, INC.

Blue Lake Filing No. 2 - Phase 1  
 Cost Estimate

Date January 24, 2018

WORK ITEM	QUANTITY	UNIT	UNIT COST	ESTIMATED COST
<b>EROSION CONTROL</b>				
Concrete Washout	1.0	EA	\$720.00	\$720.00
Inlet protection	6.0	EA	\$300.00	\$1,800.00
Outlet protection	1.0	EA	\$300.00	\$300.00
Straw Log	6730.0	LF	\$2.20	\$14,806.00
Seed and Mulch	39.4	AC	\$800.00	\$31,520.00
Silt fence-Reinforced	1120.0	LF	\$1.00	\$1,120.00
Stablized Staging Area	1.0	EA	\$1,500.00	\$1,500.00
Vehicle tracking pad	1.0	EA	\$2,000.00	\$2,000.00
Temporary Sediment Basin	1.0	EA	\$3,500.00	\$3,500.00
Subtotal				\$57,266.00
<b>EARTHWORK</b>				
Cu/Fill Quantities	103118.0	CY	\$2.50	\$257,795.00
Subtotal				\$257,795.00

WATER SYSTEM - POTABLE				
Connect to existing line	2.0	EA	\$1,200.00	\$2,400.00
8" PVC C-900, Class 150	3845.0	LF	\$38.00	\$146,110.00
8" Gate Valve	22.0	EA	\$2,000.00	\$44,000.00
8" Fittings	19.0	EA	\$600.00	\$11,400.00
16" Plug	1.0	EA	\$1,500.00	\$1,500.00
16" PVC C-900, Class 150	2290.0	LF	\$80.00	\$183,200.00
16" Butterfly Valve	11.0	EA	\$5,360.00	\$58,960.00
16" x 8" Tee w/ TB	4.0	EA	\$1,500.00	\$6,000.00
16" x 8" Cross	1.0	EA	\$1,500.00	\$1,500.00
16" x 16" Cross	2.0	EA	\$1,500.00	\$3,000.00
16" Tee w/ TB	1.0	EA	\$1,500.00	\$1,500.00
16" Plug W/ Blowoff	1.0	EA	\$1,500.00	\$1,500.00
6" Ductile Iron	192.0	LF	\$30.00	\$5,760.00
Fire Hydrant Assemblies	11.0	LF	\$6,000.00	\$66,000.00
Depress waterline at storm drain	5.0	EA	\$4,500.00	\$22,500.00
Water service lines	98.0	EA	\$850.00	\$83,300.00
<b>Subtotal</b>				<b>\$638,630.00</b>
STORM SEWER SYSTEM				
18" Reinforced Concrete Pipe	33.0	LF	\$74.00	\$2,442.00
24" Reinforced Concrete Pipe	2000.0	LF	\$90.00	\$180,000.00
5' Type 'R' Inlet	1.0	EA	\$5,500.00	\$5,500.00
10' Type 'R' Inlet	4.0	EA	\$1,800.00	\$7,200.00
15' Type 'R' Inlet	2.0	EA	\$9,600.00	\$19,200.00
Manhole, 4' Dia	3.0	EA	\$3,300.00	\$9,900.00
Manhole, 6' Dia.	3.0	EA	\$5,100.00	\$15,300.00
RIP-RAP	280.0	CY	\$100.00	\$28,000.00
Concrete Headwall	92.0	LF	\$250.00	\$23,000.00
Dual 3' X 5' Concrete Box Culvert	100.0	LF	\$650.00	\$65,000.00
24" Flared End Section	1.0	EA	\$1,700.00	\$1,700.00
<b>Subtotal</b>				<b>\$357,242.00</b>





<b>SANITARY SEWER SYSTEM</b>				
8" PVC pipe SDR 35	2700.0	LF	\$40.00	\$108,000.00
15" PVC pipe SDR 35	2455.0	LF	\$65.00	\$159,575.00
Manhole, 4' dia.	18.0	EA	\$3,500.00	\$63,000.00
Sanitary sewer services	98.0	EA	\$1,200.00	\$117,600.00
	<b>Subtotal</b>			<b>\$448,175.00</b>
<b>ROADWAY</b>				
Street subgrade preparation	30890.0	SY	\$2.00	\$61,780.00
Base Course (9" Thick)	13950.0	SY	\$12.60	\$175,770.00
Asphalt (6" Thick)	13950.0	SY	\$25.00	\$348,750.00
Mountable Curb & Gutter	11160.0	LF	\$25.00	\$279,000.00
4' Concrete sidewalk, 6" thick	9556.0	LF	\$18.00	\$172,008.00
Mid-Block ADA Ramp	9.0	EA	\$1,700.00	\$15,300.00
Handi-Cap Ramps	34.0	EA	\$3,600.00	\$122,400.00
Signage and Striping	1.0	LS	\$1,500.00	\$1,500.00
Street Lighting	6.0	EA	\$5,000.00	\$30,000.00
Traffic Control	2.0	LS	\$4,000.00	\$8,000.00
	<b>Subtotal</b>			<b>\$1,214,508.00</b>
<b>WELD COUNTY ROAD 37</b>				
Street subgrade preparation	3500.0	SY	\$2.00	\$7,000.00
Base Course (9" Thick)	2910.0	SY	\$12.60	\$36,666.00
Asphalt (6" Thick)	2910.0	SY	\$25.00	\$72,750.00
Signage and Striping	1.0	LS	\$1,500.00	\$1,500.00
Silt fence-Reinforced	1900.0	LF	\$1.00	\$1,900.00
8' Concrete Sidewalk, 6" thick	794.0	LF	\$38.00	\$30,172.00
	<b>Subtotal</b>			<b>\$149,988.00</b>

LANDSCAPING				
Concrete Walk (6" Thick)	1721.9	SF	\$6.00	\$10,331.22
Crusher Fine Trail (8' Wide)	10691.2	SF	\$4.00	\$42,764.80
Play Area Curb	103.5	LF	\$18.00	\$1,862.82
Play Elements	1.0	EA	\$88,355.00	\$88,355.00
Picnic Table (6' std.)	1.0	EA	\$2,500.00	\$2,500.00
Picnic Table (6' ADA)	1.0	EA	\$2,500.00	\$2,500.00
Bench	2.0	EA	\$2,000.00	\$4,000.00
Trash Receptacle	4.0	EA	\$1,500.00	\$6,000.00
Dog Waste Station	2.0	EA	\$250.00	\$500.00
4 Rail Fence	1632.5	LF	\$22.00	\$35,915.00
Privacy Fence	56.5	LF	\$35.00	\$1,977.50
Grill	1.0	EA	\$800.00	\$800.00
Shade Structure	1.0	EA	\$35,000.00	\$35,000.00
Monument	1.0	EA	\$20,000.00	\$20,000.00
Canopy Tree (2.5" Cal.)	22.0	EA	\$650.00	\$14,300.00
Ornamental Tree (2" Cal.)	3.0	EA	\$500.00	\$1,500.00
Evergreen Tree (6' Ht)	15.0	EA	\$750.00	\$11,250.00
Deciduous Shrub (5 Gal.)	166.0	EA	\$45.00	\$7,470.00
Evergreen Shrub (5 Gal.)	93.0	EA	\$60.00	\$5,580.00
Ornamental Grass (1 Gal.)	122.0	EA	\$20.00	\$2,440.00
Perennial (1 Gal.)	35.0	EA	\$15.00	\$525.00
Sod (Bluegrass)	33355.6	SF	\$1.25	\$41,694.44
Wood Mulch ((w/ Fabric)	9925.0	SF	\$1.50	\$14,887.50
Steel Edger Perforated (4")	652.0	LF	\$5.25	\$3,423.00
Irrigation	43280.6	SF	\$1.25	\$54,100.69
Subtotal				\$409,676.97
<b>TOTAL INFRASTRUCTURE COST</b>				<b>\$3,533,280.97</b>
<b>TOTAL SIA REQUIREMENT</b>	<b>115%</b>			<b>\$4,063,273.11</b>



PARAGON ENGINEERING CONSULTANTS, INC.

**Blue Lake Filing No. 2 - Phase 2  
 Cost Estimate**

Date January 24, 2018

WORK ITEM	QUANTITY	UNIT	UNIT COST	ESTIMATED COST
<b>EROSION CONTROL</b>				
Inlet protection	4.0	EA	\$300.00	\$1,200.00
Straw Log	4,867.0	LF	\$2.20	\$10,707.40
Seed and Mulch	14.4	AC	\$800.00	\$11,520.00
Subtotal				\$23,427.40
<b>EARTHWORK</b>				
Cut/Fill Quantities	34,015.0	CY	\$2.50	\$85,037.50
Subtotal				\$85,037.50
<b>WATER SYSTEM - POTABLE</b>				
Connect to existing line	1.0	EA	\$1,200.00	\$1,200.00
8" PVC C-900, Class 150	2,770.0	LF	\$38.00	\$105,260.00
8" Gate Valve	16.0	EA	\$2,000.00	\$32,000.00
8" Fittings	16.0	EA	\$600.00	\$9,600.00
16" PVC C-900, Class 150	1,000.0	LF	\$80.00	\$80,000.00
16" Butterfly Valve	4.0	EA	\$5,360.00	\$21,440.00
16" x 8" Tee w/ TB	4.0	EA	\$1,500.00	\$6,000.00
16" Plug	1.0	EA	\$1,500.00	\$1,500.00
6" Ductile Iron	152.0	LF	\$30.00	\$4,560.00
Fire Hydrant Assemblies	8.0	LF	\$6,000.00	\$48,000.00
Depress waterline at storm drain	1.0	EA	\$4,500.00	\$4,500.00
Water service lines	102.0	EA	\$850.00	\$86,700.00
Subtotal				\$400,760.00
<b>STORM SEWER SYSTEM</b>				
18" Reinforced Concrete Pipe	55.0	LF	\$74.00	\$4,070.00
5' Type 'R' Inlet	2.0	EA	\$5,500.00	\$11,000.00
Concrete Headwall	92.0	LF	\$250.00	\$23,000.00
Dual 3' X 5' Concrete Box Culver	115.0	LF	\$650.00	\$74,750.00
Subtotal				\$112,820.00

SANITARY SEWER SYSTEM				
8" PVC pipe SDR 35	3,616.0	LF	\$40.00	\$144,640.00
15" PVC pipe SDR 35	1,050.0	LF	\$65.00	\$68,250.00
Manhole, 4' dia.	29.0	EA	\$3,500.00	\$101,500.00
Sanitary sewer services	102.0	EA	\$1,200.00	\$122,400.00
Subtotal				\$436,790.00
ROADWAY				
Street subgrade preparation	23,310.0	SY	\$2.00	\$46,620.00
Base Course (9" Thick)	14,310.0	SY	\$12.60	\$180,306.00
Asphalt (6" Thick)	14,310.0	SY	\$25.00	\$357,750.00
Mountable Curb & Gutter	6,800.0	LF	\$25.00	\$170,000.00
4' Concrete sidewalk, 6" thick	7,110.0	LF	\$18.00	\$127,980.00
Mid-Block ADA Ramp	5.0	EA	\$1,700.00	\$8,500.00
Handi-Cap Ramps	24.0	EA	\$3,600.00	\$86,400.00
Subtotal				\$977,556.00
LANDSCAPING				
Crusher Fine Trall	5,473.7	SF	\$ 4.00	\$ 21,894.80
4 Rail Fence	678.0	LF	\$ 22.00	\$ 14,916.00
Deciduous Shrub	117.0	EA	\$ 45.00	\$ 5,265.00
Wood Mulch W/ Fabric	3,178.0	SF	\$ 1.50	\$ 4,767.00
Steel Edger Perforated (4")	304.0	LF	\$ 5.25	\$ 1,596.00
Irrigation	3,178.0	SF	\$ 1.25	\$ 3,972.50
Subtotal				\$ 52,411.30
<b>TOTAL INFRASTRUCTURE COST</b>				<b>\$2,088,802.20</b>
<b>TOTAL SIA REQUIREMENT 115%</b>				<b>\$2,402,122.53</b>



PARAGON ENGINEERING CONSULTANTS, INC.

Blue Lake Filing No. 2 - Phase 3  
 Cost Estimate

Date January 24, 2018

WORK ITEM	QUANTITY	UNIT	UNIT COST	ESTIMATED COST
<b>EROSION CONTROL</b>				
Straw Log	6,696.0	LF	\$2.20	\$14,731.20
Silt fence-Reinforced	3,105.0	LF	\$1.00	\$3,105.00
Vehicle tracking pad	2.0	EA	\$2,000.00	\$4,000.00
Seed and Mulch	16.5	AC	\$800.00	\$13,200.00
Subtotal				\$35,036.20
<b>EARTHWORK</b>				
Cut/Fill Quantities	56,471.0	CY	\$2.50	\$141,177.50
Subtotal				\$141,177.50
<b>WATER SYSTEM - POTABLE</b>				
8" PVC C-900, Class 150	4,090.0	LF	\$38.00	\$155,420.00
8" Gate Valve	17.0	EA	\$2,000.00	\$34,000.00
8" Fittings	24.0	EA	\$600.00	\$14,400.00
6" Ductile Iron	184.0	LF	\$30.00	\$5,520.00
Fire Hydrant Assemblies	8.0	LF	\$6,000.00	\$48,000.00
Water service lines	105.0	EA	\$850.00	\$89,250.00
Subtotal				\$346,590.00
<b>STORM SEWER SYSTEM</b>				
18" Reinforced Concrete Pipe	151.0	LF	\$74.00	\$11,174.00
18" Flared End Section	4.0	EA	\$1,500.00	\$6,000.00
Subtotal				\$17,174.00
<b>SANITARY SEWER SYSTEM</b>				
8" PVC pipe SDR 35	1,875.0	LF	\$27.00	\$50,625.00
Manhole, 4' dia.	12.0	EA	\$2,300.00	\$27,600.00
Sanitary sewer services	105.0	EA	\$575.00	\$60,375.00
Subtotal				\$138,600.00



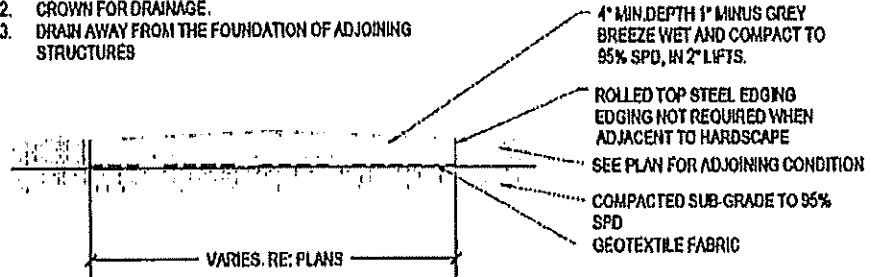
<b>ROADWAY</b>				
Street subgrade preparation	19,055.0	SY	\$2.00	\$38,110.00
Base Course (9" Thick)	11,963.0	SY	\$12.60	\$150,733.80
Asphalt (6" Thick)	11,963.0	SY	\$25.00	\$299,075.00
Mountable Curb & Gutter	7,000.0	LF	\$25.00	\$175,000.00
4' Concrete sidewalk, 6" thick	7,000.0	LF	\$18.00	\$126,000.00
Mid-Block ADA Ramp	5.0	EA	\$1,200.00	\$6,000.00
Handi-Cap Ramps	14.0	EA	\$1,200.00	\$16,800.00
Street Lighting	2.0	EA	\$5,000.00	\$10,000.00
<b>Subtotal</b>				<b>\$821,718.80</b>
<b>WCR 6 - 2-12' lanes from Burlington Ditch to WCR 37</b>				
Street subgrade preparation	6,654.0	SY	\$2.00	\$13,308.00
Base Course (9" Thick)	6,654.0	SY	\$12.60	\$83,840.40
Asphalt (6" Thick)	6,654.0	SY	\$25.00	\$166,350.00
10' Concrete Sidewalk, 6" Thick	1,912.0	LF	\$42.00	\$80,304.00
<b>Subtotal</b>				<b>\$343,802.40</b>
<b>LANDSCAPING</b>				
4 Rail Fence	2,191.5	LF	\$ 22.00	\$ 48,213.00
Privacy Fence	490.5	LF	\$ 35.00	\$ 17,167.50
Deciduous Shrub	90.0	EA	\$ 45.00	\$ 4,050.00
Evergreen Shrub	21.0	EA	\$ 60.00	\$ 1,260.00
Wood Mulch W/ Fabric	2,160.9	SF	\$ 1.50	\$ 3,241.35
Steel Edger Perforated (4")	450.0	LF	\$ 5.25	\$ 2,362.50
Irrigation	2,160.9	SF	\$ 1.25	\$ 2,701.13
<b>Subtotal</b>				<b>\$ 78,995.48</b>
<b>TOTAL INFRASTRUCTURE COST</b>				<b>\$1,923,094.38</b>
<b>TOTAL SIA REQUIREMENT</b>				<b>\$2,211,558.53</b>



Schedule 1 to EXHIBIT B

NOTES:

1. PERFORATED ROLL TOP EDGER TO BE SET FLUSH WITH TOP OF MULCH OR BASE OF SOD.
2. CROWN FOR DRAINAGE.
3. DRAW AWAY FROM THE FOUNDATION OF ADJOINING STRUCTURES



1

CRUSHER FINE TRAIL

Scale: 1/2"=1'-0"

**EXHIBIT C**

**PHASING MAP**

3 Phases, 19 Blocks, 305 Lots, 7 Open Space Tracts, 1 Community Park, 1 Commercial Tract, and 1 Signage Tract on 70.33 Acres

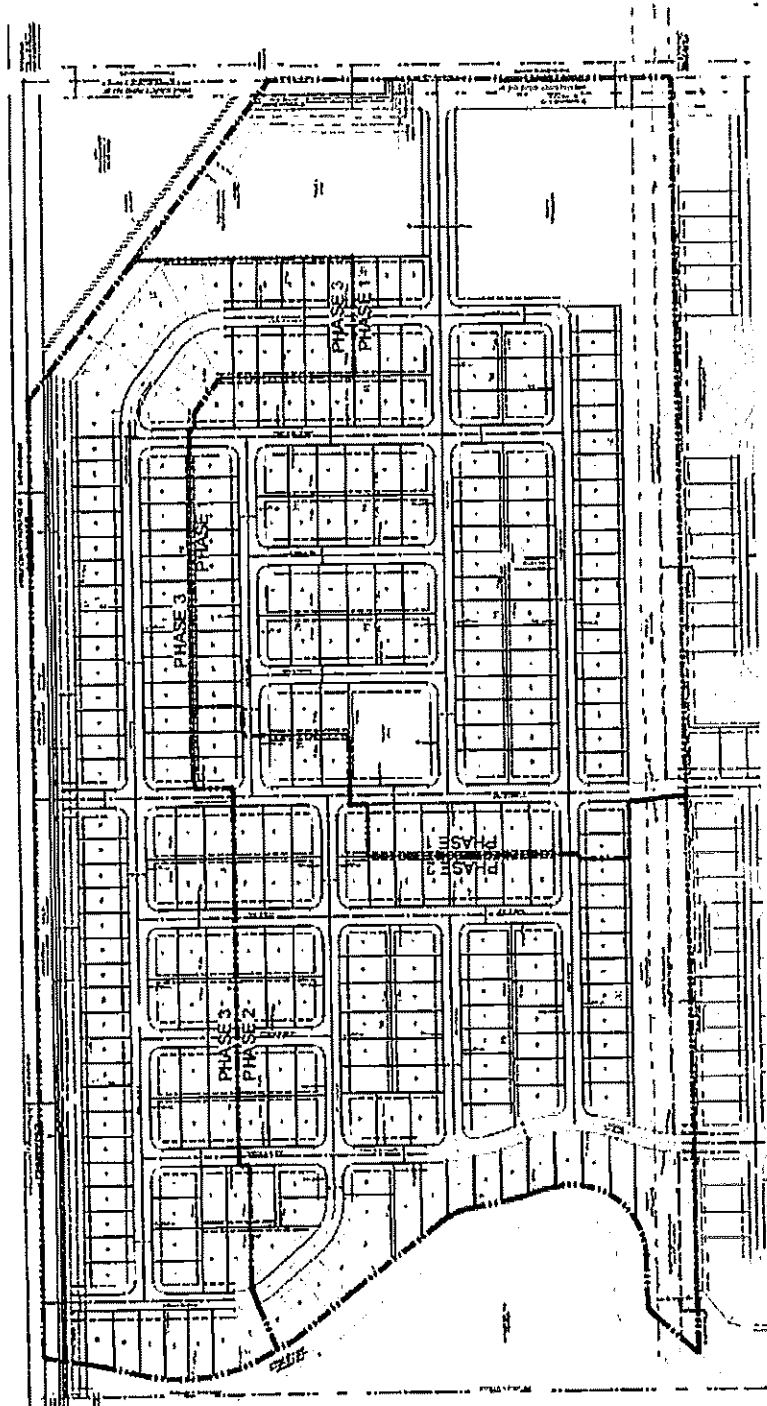
Phase 1 = 111 Lots

Phase 2 = 93 Lots

Phase 3 = 101 Lots

**(see attached)**





## EXHIBIT D

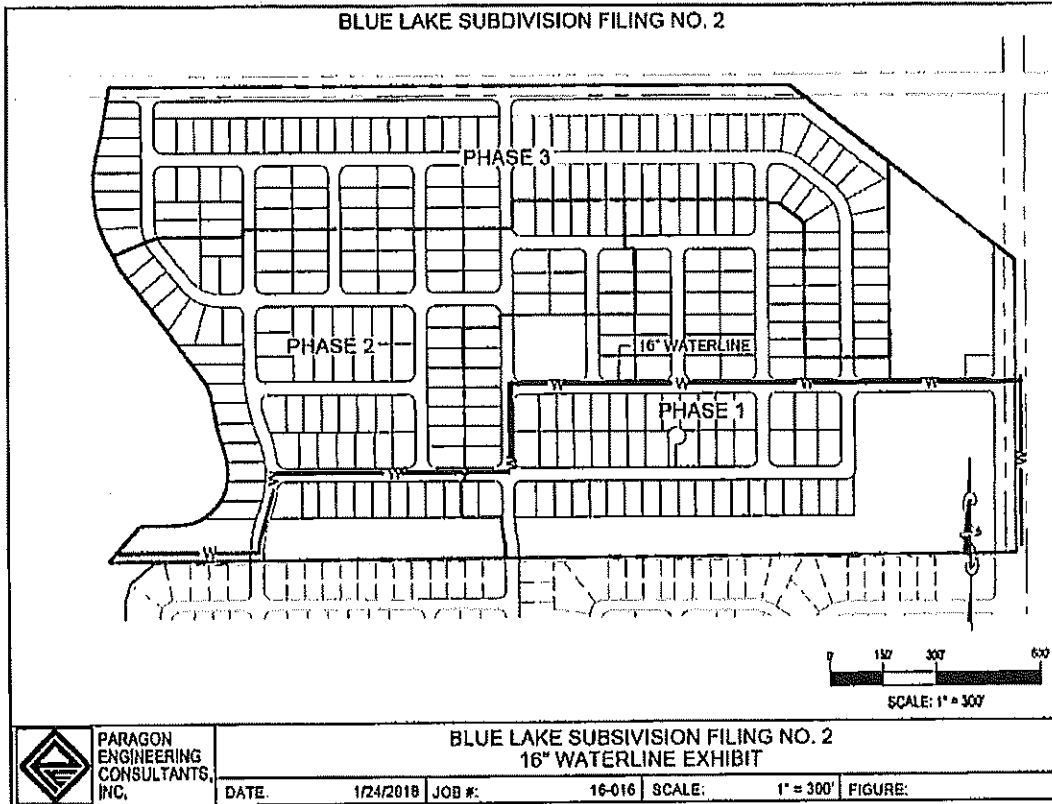
### REIMBURSEMENT OBLIGATIONS

1. The Town shall reimburse the Owner for the actual cost of oversizing of that certain water line to be constructed as shown on Schedule 1 to Exhibit D attached hereto and by this reference incorporated herein. The anticipated costs for oversizing by phase is shown on Exhibit B. Prior to engagement of a contractor to complete the work on the Oversized Water Line, Owner shall, by written notice (the "Reimbursement Bid Notice"), present the actual bid costs (three bids) of the Oversized Water Line, together with the contractor's estimate of the unit costs of an 8" water line with sufficient detail for the Town to determine what the amount of the reimbursement payable under Section 2.11 will be if the work is performed by the selected contractor pursuant to such bid. The Town, acting reasonably, shall not be obligated to pay the reimbursable amount unless the Town has, in advance approved the reimbursable amount as set forth on the Reimbursement Bid Notice, and provided that the Town may not disapprove such work so long as the bid costs reflect an actual market rate for such work at the time the work will be completed. The Town shall approve or disapprove of such bid costs within fourteen (14) days from the receipt of the Reimbursement Bid Notice, failing which, Owner shall have the right to submit for the reimbursement amount as set forth in the Reimbursement Bid Notice. At the time that Owner seeks reimbursement, the Owner shall provide the Owner's actual invoices for the Oversized Water Line. Such reimbursement shall be made in either a single lump sum payment by phase no sooner than 2019, or at the Town's option, two 50% lump sum payments paid over two consecutive fiscal years, conditioned upon Final Acceptance of the Oversized Water Line, and assuming that the reimbursement amount conforms to the approved reimbursement amount as set forth in the Reimbursement Bid Notice.

**SCHEDULE 1 TO EXHIBIT D**

**DEPICTION OF LOCATION OF WATER LINE**

BLUE LAKE SUBDIVISION FILING NO. 2



PARAGON  
 ENGINEERING  
 CONSULTANTS,  
 INC.

BLUE LAKE SUBDIVISION FILING NO. 2  
 16" WATERLINE EXHIBIT

DATE:	1/24/2018	JOB #:	16-016	SCALE:	1" = 300'	FIGURE:	1
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**EXHIBIT E**

**SCHEDULE OF COSTS AND FEES**

These fees are in effect as of the date of this Subdivision Improvement Agreement and are subject to revision by legislative action of the Board of Trustees, or as specifically stated herein. Nothing herein shall prevent, diminish or impair the Town's authority to adopt new fees that address the impacts of development that may be applicable to the Development Area.

1. **Annexation Agreement Section 6.3.4. Intersection of WCR 4 and 37.** Payment of \$13,500, adjusted per inflation from 2004 to present based on ENR construction cost index, when the 500th residential unit building permit is issued. The \$13,500 amount was adjusted in 2017 at \$18,566.00. This amount will be recalculated at the time of the 500<sup>th</sup> building permit.
2. **Annexation Agreement Section 6.3.5. Intersection of WCR 37 and Frontage Road.** \$15,680 adjusted per inflation from 2004 to present based on ENR construction cost index, when the 500th residential unit building permit is issued. The \$15,680 amount was adjusted in 2017 at \$21,564.00. This amount will be recalculated at the time of the 500<sup>th</sup> building permit.
3. **Infrastructure Fee.** On each building permit for purposes as set forth in Annexation Agreement dated March 31, 2004 recorded 4/6/2004 at 3168136. Automatically adjusted annually for inflation.

For residential uses with a density of greater than 12 units/acre, at building permit	\$136.36/dwelling unit
For residential uses with a density of 12 units/acre or less, at building permit	\$340.90/dwelling unit
For non-residential use	\$340.90 /5000 sq. ft. floor space within permitted structure

4. **Interstate Interchange Fee.** On each building permit for purposes as set forth in Annexation Agreement dated March 31, 2004, recorded 4/6/2004 at 3168136. Automatically adjusted annually for inflation

Land location S of WCR 4 with residential	\$102.27/dwelling unit
---	------------------------

use and density greater than 12 units/ac	
Land location S of WCR 4 with residential use and density equal to or less than 12 units/ac	\$272.72/ dwelling unit
Land location S of WCR 4 with non-residential use	\$272.72/5000 sq ft floor space within permitted structure
Land location N of WCR 4 with residential use and density greater than 12 units/ac	\$204.54/ dwelling unit
Land location N of WCR 4 with residential use and density equal to or less than 12 units/ac	\$545.44/ dwelling unit
Land location N of WCR 4 with non-residential use	\$545.44/2000 sq ft. floor space within permitted structure

**5. Sewer Plant: PIF per South Beebe Draw Wastewater Service Agreement and Town Wastewater Collection System investment fee (per Ordinance 632 of December 5, 2017)**

Tap Size	Wastewater Treatment Plant PIF per South Beebe Draw Wastewater Service Agreement	Wastewater Collection System investment fee	Aggregate of Wastewater PIFs to Be Collected
5/8" tap & 3/4" tap	\$4725	\$2539	\$7,289
1" tap	\$11,812	\$6347	\$18,159
1 1/2" tap	\$23,625	\$12,695	\$36,320
2" tap	\$37,800	\$20,312	\$58,112
3" tap	\$70,875	\$38,085	\$108,960
4" tap	\$118,125	\$63,475	\$181,600

**6. Sewer Tap Fee:** On each building permit for purposes as set forth in Annexation Agreement dated March 31, 2004 recorded 4/6/2004 at 3168136. \$88/tap.

**7. Water Court Transfer Fee:** On each building permit as set forth in Annexation Agreement dated March 31, 2004 recorded 4/6/2004 at 3168136. Fee amount varies.

8. **Water Plant Investment Fee:** On each building permit on a per single family equivalent basis for purposes as set forth in Annexation Agreement dated March 31, 2004 recorded 4/6/2004 at 3168136. (Resolution 2015-6)

Connection Size	PIF
3/4"	\$8,424
1"	\$22,464
1 1/2"	\$28,080
2"	\$89,855
3"	\$179,710
4"	\$280,797
Multi-Family - First Living Unit	\$8,424
Each Additional Living Unit in the Same Building	\$5,133

9. **Water Tap Fee:**

Size	Tap Fee
3/4" Main	\$45.00
1" Main	\$75.00
1 1/2" Main	\$138.00
2" Main	\$154.00

10. **WATA Fee:** As described in Annexation Agreement dated March 31, 2004 recorded 4/6/2004 at 3168136 \$1500.00 per SFE water tap on first 2500 SFE water taps issued by the Town outside Highplains Subdivision. Fee not subject to amendment.

11. **WATA Recovery Fee.** As described in Annexation Agreement dated March 31, 2004 recorded 4/6/2004 at 3168136: \$750.00 per SFE water tap after first 2500 SFE water taps issued by the Town outside Highplains Subdivision and until 2500 WATA Recovery Fees are collected.. Fee not subject to amendment.

12. **Water Transmission Fee.** As described in Section 1.12 of Exhibit C of Annexation Agreement. \$750/ building permit

**13. School Capital Facility Funding Shortfall Contribution:** As described in Annexation Agreement dated March 31, 2004 recorded 4/6/2004 at 3168136. Fee not subject to amendment.

For residential uses with a density less than 6 units/acre, at building permit	\$1010/dwelling unit
For residential uses with a density between 6 units/acre and 15 units/acre, at building permit	\$505/dwelling unit
For residential uses with a density above 15 units/acre and less or equal to 22 units/acre, at building permit	\$202/dwelling unit
For residential uses with a density above 22 units/acre, at building permit	\$101/dwelling unit

**14. Public Safety Fee:** As described in Annexation Agreement dated March 31, 2004 recorded 4/6/2004 at 316813 \$65/SFE

**15. Building Permit Fees and Town Use Tax on Construction and Building Materials.** Depends on valuation. Uniform across the Town

**16. Development Surcharge Fee payable to Blue Lake Metropolitan District** As described in Section 2.4 of Exhibit C of Annexation dated March 31, 2004 recorded 4/6/2004 at 316813. 1% on value of construction and building materials

**EXHIBIT F  
BUILDING RESTRICTION NOTICE**

**NOTICE OF BUILDING PERMIT AND WATER TAP RESTRICTION:  
WATER RESOURCE DEDICATION REQUIREMENT (the "Notice")**

**TO ALL WHOM IT MAY CONCERN:**

**KNOW YE, THAT**

This Notice shall be effective against and is recorded in respect of each single family residential lot (each a "Lot") and irrigated tracts as set forth on Exhibit "1" attached hereto and by this reference incorporated herein. All Lots and tracts are part of the Blue Lake Subdivision Filing No. 2 plat, filed for record in the offices of the County Clerk and Recorder of Weld County, Colorado on \_\_\_\_\_ at Reception No. \_\_\_\_\_.

As a condition to obtaining a building permit for a Lot and obtaining a water tap to irrigate any tract, the owner of such Lot or tract shall be required to convey sufficient water resources acceptable to the Town of Lochbule ("Town").

At such time as the owner of a Lot or tract conveys water resources acceptable to the Town for such Lot or tract, there shall be no further restriction on a building permit or issuance of a water tap, other than the payment of the requisite fees for a building permit or water tap. At such time, the Town shall also provide a release document (each a "Release") referencing such Lot or tract, in the form attached hereto as Exhibit "2" and by this reference incorporated herein, which, upon recordation in the records of the County Clerk and Recorder of Weld County, shall constitute authorization for the removal of this Notice from the record title of each Lot or tract in respect of which the Release is recorded.



IN WITNESS WHEREOF, this Notice has been executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

TOWN:

TOWN OF LOCHBUIE,  
a municipal corporation

ATTEST:

By: \_\_\_\_\_  
Monica Mendoza, Town Clerk

By: \_\_\_\_\_  
Mayor Michael Mahoney

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Maureen Juran  
Lochbuie Town Attorney

OWNER:

LOCHBUIE LAND I, LLC,  
a Colorado limited liability company

By: Concord Partners, LLC,  
a Colorado limited liability company,  
its manager

By: \_\_\_\_\_  
Mark W. Bush, Manager

STATE OF COLORADO            )  
  )ss.  
COUNTY OF ADAMS            )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2018,  
by Mark W. Bush as Manager of Concord Partners, LLC, as Manager of Lochbuie Land I,  
LLC, a Colorado limited liability company

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

EXHIBIT 1

THE LOTS AND TRACTS

FILING 2, PHASE 2 LOTS

Lots 3 through 12, inclusive, Block 4  
Lots 1 through 16, inclusive, Block 5  
Lots 7 through 10, inclusive, Block 6  
Lots 5 through 10, inclusive, Block 7  
Lots 5 through 10, inclusive, Block 8  
Lots 5 through 10, inclusive, Block 9  
Lots 24 through 26, inclusive, Block 10  
Lots 1, 5 and 6, inclusive, Block 16  
Lots 1, 2, and 10 through 16 inclusive, Block 17  
Lots 1 through 15, inclusive, Block 18  
Lots 1 through 15, inclusive, Block 19

Tracts E and F

FILING 2, PHASE 3 LOTS

Lots 1 through 19, inclusive, Block 1  
Lots 1 through 27, inclusive, Block 2  
Lots 17 through 23, inclusive, Block 5  
Lots 1 through 6, inclusive, and lots 11 and 12, Block 6  
Lots 1 through 4, inclusive, and lots 11 and 12, Block 7  
Lots 1 through 4, inclusive, and lots 11 and 12, Block 8  
Lots 1 through 4, inclusive, and lots 11 and 12, Block 9  
Lots 1 through 13, inclusive, Block 10  
Lots 1 through 9, inclusive, Block 11

Tracts A, B, and G.

BLUE LAKE SUBDIVISION FILING NO. 2  
County of Weld,  
State of Colorado.

EXHIBIT 2

RELEASE

TO WHOM IT MAY CONCERN:

WHEREAS, LOCHBUIE LAND I, LLC, a Colorado limited liability company (the "Owner"), did, on the \_\_\_\_ day of \_\_\_\_\_, 2018, at Reception No. \_\_\_\_\_, file in the office of the Clerk and Recorder of the County of Weld and State of Colorado, a Notice of Building Permit Restriction: Water Resource Dedication Requirement (the "Notice"), providing notice of a building permit restriction or water tap restriction, stating that as a condition to obtaining a building permit or water tap from the Town of Lochbuie (the "Town"), the owner of such Lot or tract shall be required to convey sufficient water resources acceptable to the Town.

WHEREAS, Owner, or its successor owner, has conveyed water resources acceptable to the Town in respect of the Lot(s) or tract(s) as set forth below:

LOT \_\_\_\_\_ BLOCK \_\_\_\_\_, OR TRACT \_\_\_\_\_

Blue Lake Subdivision Filing No. 2,  
County of Weld, State of Colorado

The TOWN OF LOCHBUIE has determined that said requirements as stated in the Notice, and any corresponding building permit or water tap restriction, is hereby released and said Lot(s) or tract(s) is forever discharged therefrom, but said release shall not affect the remainder of the Lots or tracts covered by said Notice.

IN WITNESS WHEREOF, these presents are executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

TOWN OF LOCHBUIE

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

Name: \_\_\_\_\_

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

**EXHIBIT G**

**NOTICE OF CONSTRUCTION ACCEPTANCE/FINAL ACCEPTANCE**

**TOWN OF LOCHBUIE  
 Blue Lakes Filing No. 2**

The listed Improvement(s) under the Subdivision Improvements Agreement - Blue Lakes Filing No. 2 (Owner Improvements) ("Agreement") between the TOWN OF LOCHBUIE, COLORADO ("Town"), and LOCHBUIE LAND I, LLC ("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 one (1) calendar year 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: \_\_\_\_\_

**FIRST AMENDMENT TO  
SUBDIVISION IMPROVEMENT AND WATER DEDICATION AGREEMENT  
BLUE LAKE FILING NO. 2  
(Owner Improvements)**

THIS FIRST AMENDMENT TO SUBDIVISION IMPROVEMENT AND WATER DEDICATION AGREEMENT BLUE LAKE FILING NO. 2 (hereinafter "First Amendment to SIA") is effective December 5, 2023 and amends the Subdivision Improvement and Water Dedication Agreement Blue Lake Filing No. 2 Agreement recorded in the records of Weld County on March 8, 2018 at recordation number 4381051 and dated March 6, 2018 (hereinafter the "SIA") by and between the TOWN OF LOCHBUIE, COLORADO, a municipal corporation of the County of Weld, State of Colorado and LOCHBUIE LAND I, LLC, a Colorado limited liability company (hereinafter the "Owner").

**RECITALS**

A. Pursuant to the SIA, Owner has the obligation to complete certain Improvements as defined in the SIA upon the occurrence of certain events or at certain times; and

B. WHEREAS, the Parties have simultaneously, with approval of this First Amendment to SIA, approved a Third Amendment to the Annexation and Development Agreement For Blue Lake (hereinafter the "Third Amendment to Annexation Agreement") which amends the timing requirements for certain improvements required to be made to Weld County Road 37; and

C. WHEREAS, the parties desire to enter into this First Amendment to SIA to conform the timing requirement and other obligations related to Weld County Road 37 improvements to the provisions approved in the Third Amendment to the Annexation Agreement.

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

1. Amendment of Section 1.2 of the SIA. Section 1.2 of SIA, titled "Timing," is hereby replaced to read in full as follows:

Building permits for the Lots to be developed within the Development Area shall be issued so long as the street(s) platted in each individual phase, as set forth in **Exhibit C**, and the Weld County Road 37 improvements abutting the property within the Plat have been installed or cash-in-lieu therefor accepted as contemplated by the Third Amendment to the Annexation Agreement (which improvements to Weld County Road 37, for greater certainty, must be installed on or prior to the issuance of the 695<sup>th</sup> building permit for a residential unit within any area of the Project, or cash-in-lieu thereof paid if approved by the Town in accordance with the Third Amendment to the Annexation Agreement), with at least the first lift of asphalt and the streets required for access to the Lots have been installed and substantially completed. Certificates of occupancy for the structures on the Lots in the Development Area shall be conditioned on the completion of the Improvements

as are more particularly described on **Exhibit B**, and dedications are completed in accordance with Section 4.2.3 of the Blue Lake PUD Regulations. In accordance with Section 4.3 of the Blue Lake PUD Regulations, certificates of occupancy may be issued for structures in areas within a phase of a Development Area (on a street by street basis) where all Improvements required in order to serve such area have been substantially completed, provided that the Town has also received adequate financial guarantees for all areas within that phase that have not been completed as set forth in Section 1.5 below. In accordance with Section 4.2.2 of the Blue Lake PUD Regulations, the Town has approved the Construction Plans, and the Owner shall furnish and install the Improvements listed on **Exhibit B**, in conformance with the Construction Plans. Exhibit B has been divided into various phases corresponding to the Lots described in the phasing map on **Exhibit C** attached hereto and incorporated by reference (the "Phasing Map").

2. Deletion of Section 2.14. Section 2.14 of the SIA is hereby deleted.
3. Deletion of Development Surcharge Fee. Exhibit E of the SIA, Schedule of Costs and Fees, is hereby amended to remove Number 16, Development Surcharge Fee payable to Blue Lake Metropolitan District, from the list of fees
4. No Other Amendments. All other provisions of the SIA shall remain in full force and effect, unamended hereby.

**SIGNATURE PAGE FOLLOWS**

\*

IN WITNESS WHEREOF, the parties have executed this First Amendment to SIA effective December 5, 2023.

**TOWN:**

ATTEST:

TOWN OF LOCHBUIE,  
a municipal corporation

By: *Heather Bowen*  
Heather Bowen, Town Clerk

By: *Michael Mahoney*  
Mayor Michael Mahoney

**OWNER:**

LOCHBUIE LAND I, LLC,  
a Colorado limited liability company

By: Concord Partners, LLC,  
a Colorado limited liability company,  
its manager

By: *Mark W. Bush*  
Mark W. Bush, Manager

STATE OF COLORADO            )  
  )ss.  
COUNTY OF ADAMS            )

The foregoing instrument was acknowledged before me this 5 day of December 2023, by Mark W. Bush as Manager of Concord Partners, LLC, as Manager of Lochbuie Land I, LLC, a Colorado limited liability company

WITNESS my hand and official seal.

*Heather Bowen*

HEATHER RAE BOWEN  
Notary Public  
State of Colorado  
Notary ID # 20184037963  
My Commission Expires 09-25-2026

Notary Public

EXHIBIT C

PHASE 2 and 3 IMPROVEMENTS

(see attached excerpted Cost Estimates for Phase 2 and 3 from the SIA)





PARAGON ENGINEERING CONSULTANTS, INC.

Blue Lake Filing No. 2 - Phase 2  
 Cost Estimate

Date January 24, 2018

WORK ITEM	QUANTITY	UNIT	UNIT COST	ESTIMATED COST
<b>EROSION CONTROL</b>				
Inlet protection	4.0	EA	\$300.00	\$1,200.00
Straw Log	4,867.0	LF	\$2.20	\$10,707.40
Seed and Mulch	14.4	AC	\$800.00	\$11,520.00
Subtotal				\$23,427.40
<b>EARTHWORK</b>				
Cut/Fill Quantities	34,015.0	CY	\$2.50	\$85,037.50
Subtotal				\$85,037.50
<b>WATER SYSTEM - POTABLE</b>				
Connect to existing line	1.0	EA	\$1,200.00	\$1,200.00
8" PVC C-900, Class 150	2,770.0	LF	\$38.00	\$105,260.00
8" Gate Valve	16.0	EA	\$2,000.00	\$32,000.00
8" Fittings	16.0	EA	\$800.00	\$9,600.00
16" PVC C-900, Class 150	1,000.0	LF	\$80.00	\$80,000.00
16" Butterfly Valve	4.0	EA	\$5,360.00	\$21,440.00
16" x 8" Tee w/ TB	4.0	EA	\$1,500.00	\$6,000.00
16" Plug	1.0	EA	\$1,500.00	\$1,500.00
6" Ductile Iron	152.0	LF	\$30.00	\$4,560.00
Fire Hydrant Assemblies	8.0	LF	\$6,000.00	\$48,000.00
Depress waterline at storm drain	1.0	EA	\$4,500.00	\$4,500.00
Water service lines	102.0	EA	\$850.00	\$86,700.00
Subtotal				\$400,760.00
<b>STORM SEWER SYSTEM</b>				
18" Reinforced Concrete Pipe	55.0	LF	\$74.00	\$4,070.00
5' Type 'R' Inlet	2.0	EA	\$5,500.00	\$11,000.00
Concrete Headwall	92.0	LF	\$250.00	\$23,000.00
Dual 3' X 5' Concrete Box Culver	115.0	LF	\$650.00	\$74,750.00
Subtotal				\$112,820.00

SANITARY SEWER SYSTEM				
8" PVC pipe SDR 35	3,616.0	LF	\$40.00	\$144,640.00
15" PVC pipe SDR 35	1,050.0	LF	\$65.00	\$68,250.00
Manhole, 4' dia.	29.0	EA	\$3,500.00	\$101,500.00
Sanitary sewer services	102.0	EA	\$1,200.00	\$122,400.00
Subtotal				\$436,790.00
ROADWAY				
Street subgrade preparation	23,310.0	SY	\$2.00	\$46,620.00
Base Course (9" Thick)	14,310.0	SY	\$12.60	\$180,306.00
Asphalt (6" Thick)	14,310.0	SY	\$25.00	\$357,750.00
Mountable Curb & Gutter	6,800.0	LF	\$25.00	\$170,000.00
4' Concrete sidewalk, 6" thick	7,110.0	LF	\$18.00	\$127,980.00
Mid-Block ADA Ramp	5.0	EA	\$1,700.00	\$8,500.00
Handi-Cap Ramps	24.0	EA	\$3,600.00	\$86,400.00
Subtotal				\$977,556.00
LANDSCAPING				
Crusher Fine Trail	5,473.7	SF	\$ 4.00	\$ 21,894.80
4 Rail Fence	678.0	LF	\$ 22.00	\$ 14,916.00
Deciduous Shrub	117.0	EA	\$ 45.00	\$ 5,265.00
Wood Mulch W/ Fabric	3,178.0	SF	\$ 1.50	\$ 4,767.00
Steel Edger Perforated (4")	304.0	LF	\$ 5.25	\$ 1,596.00
Irrigation	3,178.0	SF	\$ 1.25	\$ 3,972.50
Subtotal				\$ 52,411.30
TOTAL INFRASTRUCTURE COST				\$2,088,802.20
TOTAL SIA REQUIREMENT 115%				\$2,402,122.53



PARAGON ENGINEERING CONSULTANTS, INC.

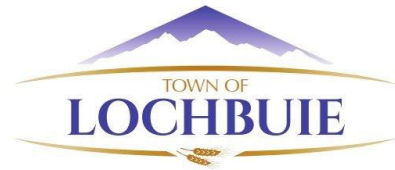
Blue Lake Filing No. 2 - Phase 3  
 Cost Estimate

Date January 24, 2018

WORK ITEM	QUANTITY	UNIT	UNIT COST	ESTIMATED COST
<b>EROSION CONTROL</b>				
Straw Log	6,696.0	LF	\$2.20	\$14,731.20
Silt fence-Reinforced	3,105.0	LF	\$1.00	\$3,105.00
Vehicle tracking pad	2.0	EA	\$2,000.00	\$4,000.00
Seed and Mulch	16.5	AC	\$800.00	\$13,200.00
Subtotal				\$35,036.20
<b>EARTHWORK</b>				
Cut/Fill Quantities	56,471.0	CY	\$2.50	\$141,177.50
Subtotal				\$141,177.50
<b>WATER SYSTEM - POTABLE</b>				
8" PVC C-900, Class 150	4,090.0	LF	\$38.00	\$155,420.00
8" Gate Valve	17.0	EA	\$2,000.00	\$34,000.00
8" Fittings	24.0	EA	\$600.00	\$14,400.00
6" Ductile Iron	184.0	LF	\$30.00	\$5,520.00
Fire Hydrant Assemblies	8.0	LF	\$6,000.00	\$48,000.00
Water service lines	105.0	EA	\$850.00	\$89,250.00
Subtotal				\$346,590.00
<b>STORM SEWER SYSTEM</b>				
18" Reinforced Concrete Pipe	151.0	LF	\$74.00	\$11,174.00
18" Flared End Section	4.0	EA	\$1,500.00	\$6,000.00
Subtotal				\$17,174.00
<b>SANITARY SEWER SYSTEM</b>				
8" PVC pipe SDR 35	1,875.0	LF	\$27.00	\$50,625.00
Manhole, 4' dia.	12.0	EA	\$2,300.00	\$27,600.00
Sanitary sewer services	105.0	EA	\$575.00	\$60,375.00
Subtotal				\$138,600.00



ROADWAY				
Street subgrade preparation	19,055.0	SY	\$2.00	\$38,110.00
Base Course (9" Thick)	11,963.0	SY	\$12.60	\$150,733.80
Asphalt (6" Thick)	11,963.0	SY	\$25.00	\$299,075.00
Mountable Curb & Gutter	7,000.0	LF	\$25.00	\$175,000.00
4' Concrete sidewalk, 6" thick	7,000.0	LF	\$18.00	\$126,000.00
Mld-Block ADA Ramp	5.0	EA	\$1,200.00	\$6,000.00
Hand-Cap Ramps	14.0	EA	\$1,200.00	\$16,800.00
Street Lighting	2.0	EA	\$5,000.00	\$10,000.00
Subtotal				\$821,718.80
WCR 6 - 2-12' lanes from Burlington Ditch to WCR 37				
Street subgrade preparation	6,654.0	SY	\$2.00	\$13,308.00
Base Course (9" Thick)	6,654.0	SY	\$12.60	\$83,840.40
Asphalt (6" Thick)	6,654.0	SY	\$25.00	\$166,350.00
10' Concrete Sidewalk, 6" Thick	1,912.0	LF	\$42.00	\$80,304.00
Subtotal				\$343,802.40
LANDSCAPING				
4 Rail Fence	2,191.5	LF	\$ 22.00	\$ 48,213.00
Privacy Fence	490.6	LF	\$ 35.00	\$ 17,167.50
Deciduous Shrub	90.0	EA	\$ 45.00	\$ 4,050.00
Evergreen Shrub	21.0	EA	\$ 60.00	\$ 1,260.00
Wood Mulch W/ Fabric	2,160.9	SF	\$ 1.50	\$ 3,241.35
Steel Edger Perforated (4")	450.0	LF	\$ 5.25	\$ 2,362.50
Irrigation	2,160.9	SF	\$ 1.25	\$ 2,701.13
Subtotal				\$ 78,996.48
<b>TOTAL INFRASTRUCTURE COST</b>				<b>\$1,923,094.38</b>
<b>TOTAL SIA REQUIREMENT</b>				<b>\$2,211,558.53</b>



## Agenda Item Summary (AIS)

MEETING DATE: February 20, 2024  
SUBJECT: Ordinance 2024-692 repealing and readopting Article III of Chapter 4 governing municipal purchasing and declaring an emergency  
PRESENTED BY: Maureen Juran, Town Attorney

### **SUMMARY**

---

This is a request for the Board of Trustees to approve Ordinance 2024-692, which will revise the provisions of the Municipal Code that govern the purchase of goods and services. The Code has language outlining the requirements and process for such purchasing that is not identical to the language in the Town's Purchasing Policy, which has been more recently legislatively adopted by the Town. Thus, Ordinance 692 will revise the Code to refer to the Purchasing Policy, which is also legislatively adopted and may be amended from time to time as needed in the future.

The Ordinance is drafted as an emergency ordinance to become immediately effective to avoid conflict or the potential for conflict or confusion in Town purchasing. As purchasing is an ongoing and immediate need for the Town to continue to function, immediate effectiveness is suggested as necessary to protect public health, safety and welfare.

### **FINANCIAL IMPACTS**

---

Adoption of Ordinance 2024-692 will have no financial impacts for the Town.

### **CONCLUSIONS AND RECOMMENDATIONS**

---

Town staff recommends adoption of Ordinance 2024-692. Staff recommends the following motion: *"I move to approve Ordinance 2024-692, An Ordinance Repealing and Readopting Article III of Chapter 4 Of The Town Of Lochbuie Municipal Code Governing Municipal Purchasing and Declaring An Emergency."*

### **ATTACHMENTS**

---

- Ordinance 2024-692
- Current Town Purchasing Policy

**TOWN OF LOCHBUIE  
COUNTIES OF WELD AND ADAMS  
STATE OF COLORADO  
ORDINANCE NO. 2024-692**

**AN ORDINANCE OF THE TOWN OF LOCHBUIE, COLORADO  
REPEALING AND READOPTING ARTICLE III OF CHAPTER 4 OF  
THE LOCHBUIE MUNICIPAL CODE GOVERNING MUNICIPAL  
PURCHASING AND DECLARING AN EMERGENCY**

WHEREAS, the Town of Lochbuie is statutory town with the authority to manage its financial affairs pursuant to part 3 of article 15, title 31, C.R.S.; and

WHEREAS, Article III of Chapter 4 of the Lochbuie Municipal Code (“Code”) addresses municipal contracts and Town purchasing processes; and

WHEREAS, subsequent to the Town adopting Article III of Chapter 4 of the Code, the Town Board of Trustees legislatively adopted a Purchasing Policy to set forth the Town purchasing processes; and

WHEREAS, the Board of Trustees desires to repeal and readopt Article III of Chapter 4 of the Code as set forth herein to avoid conflict with the legislatively approved purchasing policy of the Town; and

WHEREAS, the Board of Trustees finds that an emergency exists in that its adopted purchasing policy and the current provisions of Article III of Chapter 4 of the Code conflict or have the potential to be in conflict or cause confusion such that the immediate effectiveness of this ordinance is necessary to protect the public health, safety and welfare as set forth herein.

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

**Section 1.**     **Recitals Incorporated.** The recitals contained above are incorporated herein by reference and are adopted as findings and determinations of the Board of Trustees.

**Section 2.**     **Repeal and readoption of Article III of Chapter 4 of the Code.**

Article III of Chapter 4 of the Lochbuie Municipal Code is hereby repealed and readopted to read as follows in its entirety:

**ARTICLE III - Municipal Purchasing**

**Sec. 4-3-10. – Adoption of Purchasing Policy.** The Town Board shall adopt a policy to govern the procurement or purchase of goods and services by the Town, which policy may be amended by the Board of Trustees from time to time. In the event of a purchase of goods or services with funding from federal, state or other third party sources of restricted grant funds requiring different procurement processes, the requirements for the grant or use of such funding shall prevail.

**Section 3. Severability.** If any provision of this Ordinance, or the application of such provision to any person or circumstance, is for any reason held to be invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable. The Board of Trustees hereby declares that it would have passed this Ordinance and each provision thereof, even though any one of the provisions might be declared unconstitutional or invalid. As used in this Section, the term “provision” means and includes any part, division, subdivision, section, subsection, sentence, clause or phrase; the term “application” means and includes an application of an ordinance or any part thereof, whether considered or construed alone or together with another ordinance or ordinances, or part thereof, of the Town.

**Section 4. Safety Clause.** The Board of Trustees hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Lochbuie, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Board of Trustees further determines that the Ordinance bears a rational relationship to the proper legislative object sought to be obtained.

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

**Section 6. Emergency Declared; Effective Date** The Board adopts the findings of the recitals above and legislatively declares that the immediate preservation of the public health and safety requires the immediate effectiveness of this Ordinance. The provisions of the Code repealed and readopted hereunder as currently codified conflict or have potential to conflict or cause confusion with the legislatively approved purchasing policy of the Town and such conflict should be immediately resolved to assure continued consistency and integrity in the Town’s management of its purchasing and thus its finances. This Ordinance shall take effect immediately upon its adoption as provided by C.R.S. § 31-16-105.

ADOPTED by a vote of  $\frac{3}{4}$  of the members of the Board of Trustees with \_\_\_ in favor, \_\_\_ against and \_\_\_ abstaining, AND ORDERED PUBLISHED by title only following public hearing, this 20th day of February, 2024.

TOWN OF LOCHBUIE, COLORADO

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

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

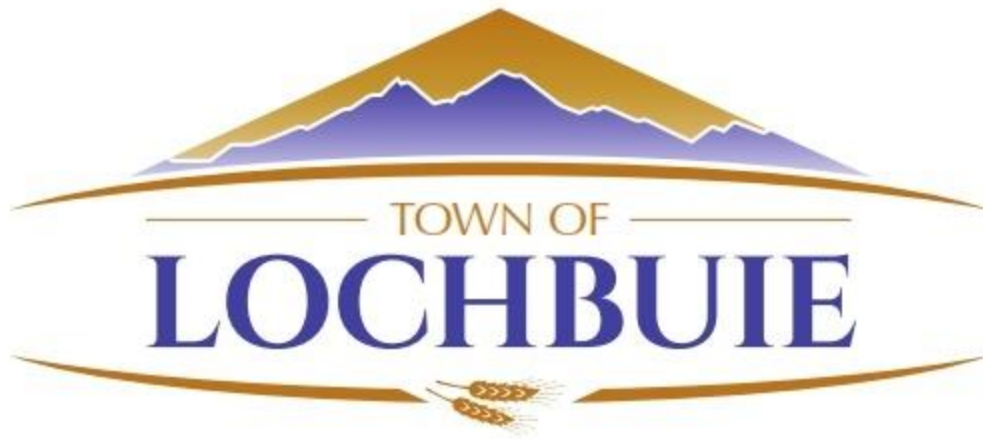
[SEAL]

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

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

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





# **Town of Lochbuie Procurement Policies**

**Effective – January 18, 2022**

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**Procurement Policies and Procedures for Federally Funded Programs**  
**Reference 2 CFR 200.318-326**

## **INTRODUCTION**

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### **I. General**

These Procurement Policies (collectively, the “Policy”) are intended to ensure adequate and uniform control of the Town of Lochbuie’s purchasing and payment activities. Principles and policies incorporated into this Policy are in accordance with Generally Accepted Accounting Principles (GAAP) and applicable State of Colorado Law.

All parties involved in the negotiation, performance, or administration of procurement and/or contracts for the Town shall act in good faith. All procurements should be made for the purpose of meeting the Town’s current budget goals.

Information in this Policy will be reviewed and updated by the Finance Department as necessary so that the maximum use and benefit may be derived in accordance with its intended purpose. Questions on any purchasing or payments should be directed to the Finance Director.

### **II. Decentralized Purchasing**

This is a system of purchasing in which limited purchasing authority, responsibility and control is given to the Department Heads. Department Heads are responsible for ensuring personnel in their department are knowledgeable of and trained in the purchasing procedures established by this Policy and the Finance Department. By following the requirements established within this Policy, Department Heads shall be able to properly plan purchases, to allow sufficient time to obtain proposals, quotations, or bids (with an allowable lead time for delivery). Departments shall not only be able to realize savings through competition between vendors but shall also increase efficiency. Departments may establish procedures specific to their Department with approval by the Finance Department.

### **III. Goals and Objectives**

The objective of this Policy is to give employees guidelines that set a standard when purchasing goods or services on behalf of the Town, provide for the most efficient use of taxpayer's dollars, and provide for timely purchases by being easy to interpret, with the best overall cost, quality, and quantity. In selecting products and service providers, the Town considers and weighs all the following criteria:

1. **Pricing:** Ensure the Town receives the required product or services at the lowest possible cost and highest value.
2. **Competition:** Provides vendors equal opportunity to sell to the Town.
3. **Quality/Experience:** Using the purchasing and bidding parameters, acquire the highest quality product and service for the Town.
4. **Customer Service:** Vendor is consistent, reliable, and timely throughout the procurement process.

### **IV. Procurement Contrary to this Manual**

Except as may be otherwise provided by law, it shall be unlawful for any Town officer or employee to order or purchase goods and/or services contrary to the policy and rules set forth herein.

## **GENERAL RESTRICTIONS AND GUIDELINES**

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### **I.     General**

All purchases shall be made in accordance with the policies prescribed in this Policy. Any procurement or agreement made contrary to these policies shall not be binding to the Town.

### **II.     General Provisions/Restrictions**

- A.     No personal purchases may be made using Town funds. Purchasing guidelines provided within this Policy may be utilized only in the interest of the Town.
- B.     Only Town employees, with valid Town identification and department head's authorization, may purchase utilizing Town funds.
- C.     Purchases must be charged to the proper account, regardless of budget availability in that line item.
- D.     Alcohol may not be purchased with Town funds, except for Town sponsored events.
- E.     Sales tax is not to be charged on purchases. The Town's tax-exempt number should be given to the vendor before the sale is completed. The Town's tax-exempt certificate is available from the Finance Department.
- F.     All Town personnel, including employees, elected officials, and volunteers, are obligated to establish and maintain ethical relationships with all vendors or suppliers of Town goods and services. Acceptance or solicitation of entertainment, loans, gifts, or special consideration from vendors or suppliers for personal benefit by Town personnel is limited per state law. No employee or official of the Town shall participate in a transaction, contract, activity, or service of the Town which has a direct or predictable effect on the employee's/official's financial interest or the financial interests of an employee's/official's immediate family member or is otherwise prohibited by law.
- G.**     No multi-year financing obligations (i.e., space rentals, copier leases, etc.) may be entered into without the review and concurrence of the Finance Director, the Town Administrator, and the Board of Trustees unless the total amount to be paid on such obligation is within the amount that the Town Administrator is authorized to approve hereunder.
- H.**     All purchases by the Town require that funds for the purchase have been budgeted and appropriated. Requests that are not budgeted must be approved by the Town Board. In the case of emergency purchases, the Town Administrator must approve the expenditure and seek a budget amendment and appropriation, if necessary, at the next Board of Trustees meeting.

# **PURCHASING PROCESSES**

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## **I. Procurement Classifications**

The following procurement classifications shall determine the procurement method and approvals required as set forth in this Policy.

<b>Procurement Classifications</b>	<b>Procurement Value / Dollar Limit</b>	<b>Type of Purchase</b>	<b>Approvals</b>
<b>1</b>	< \$5,000	Informal Purchase	Department Head or designee
<b>2</b>	\$5,001 - \$25,000	Semiformal Purchase	Department Head Town Administrator
<b>3</b>	> \$25,000	Formal Purchase	Department Head Town Administrator Board of Trustees

## **II. Procurement for Purchases of Goods or Services Using Federal, State or Grant Funds**

When any procurement involves the expenditure of federal or state funds or restricted grant funds, the procurement shall be conducted in accordance with any mandatory applicable federal and/or state laws, regulations, or grant requirements. The procurement requirements for any procurement involving the expenditure of federal funds shall, at a minimum, comply with the requirements of Appendix A, incorporated herein. In the event of a conflict between such federal fund procurement requirements and the requirements of the Town as otherwise set forth herein, the stricter requirements shall apply.

## **III. Procurement Procedures By Classification**

**PROCUREMENT CLASSIFICATION 1:** Informal Purchase. Informal purchase procurement is utilized for the purchase of goods and services under \$5,000 and such purchases require only that the Town staff member making the purchase ensures that a reasonable and adequate number of price checks or quotes is made by email, personal inspection, or discussions with vendors to ensure a quality product or service is obtained and best value is determined.

**PROCUREMENT CLASSIFICATION 2:** Semiformal Purchase. Semiformal purchase procurement is utilized for the purchase of goods and services of \$5,000 up to \$25,000. A reasonable and adequate number of price checks or quotes of no less than three (3) should be solicited by email, personal inspection, or discussions with vendors to ensure a quality product or service is obtained and best value is determined. Prior to commencing any purchase classified as Semiformal Procurement, the proposed purchase and process shall be reviewed by the Finance Director.

**PROCUREMENT CLASSIFICATION 3:** Formal Purchase. Formal purchase procurement is utilized for the purchase of goods and services greater than \$25,000 and requires a competitive sealed process such as an Invitation for Bid (IFB), Reverse Auction, or Request for Proposal (RFP) process. Prior to commencing any purchase classified as Formal Procurement, the proposed purchase and process shall be reviewed by the Finance Director. One of the following procedures may be utilized

to fulfill Formal Procurement requirements at the direction of the Department Head in consultation with the Finance Director:

**A.** Invitation for Bid (IFB). Unless otherwise provided in a specific IFB, the following shall control:

- i. Generally. The IFB is a method of source selection in which the award is made to the responsive and responsible bidder submitting the lowest cost bid that complies with the detailed specifications and/or scope of work contained in the IFB. An IFB shall include specifications and all contractual terms and conditions applicable to the procurement, as well as the bid opening place, time and date. Bids are sealed and opened in public at the time and place as set forth in the IFB, unless all bidders have been notified by the Town of a change in the time or place by written addendum to the IFB. A tabulation of all received and opened bids shall be formulated and made available for public inspection.
- ii. Bid Submission and Bid Evaluation. Bids shall be unconditional and submitted without alteration or correction except as authorized in this subsection. Bids shall be evaluated based on the requirements set forth in the IFB, which may include criteria to determine acceptability, such as inspection, testing, quality, workmanship, delivery and suitability for a particular purpose. Those criteria that shall affect the price and be considered in evaluation for award shall be objectively measurable, such as discounts, allowances, transportation costs and total or life cycle costs.
- iii. Specifications. Specifications shall be made available to all interested parties as stated in the IFB. If for any reason whatsoever it is necessary to change the specifications or any other of the formal data and there is adequate time as determined by the Department Head prior to the date of bid opening, an addendum shall be issued setting forth the changes. It shall be the obligation of bidders to ensure they have received all addenda.
- iv. Bid Submission. Bids must be received prior to the specified time as established in the IFB. Bids may be received earlier and shall be kept sealed and confidential until the bid opening. Bids received after the specified deadline may be immediately returned to the nonresponsive submitter unopened.
- v. Bid Opening. The opening of sealed bids shall be conducted in a manner to protect confidentiality and to ensure fairness.
- vi. Correction or Withdrawal of Bids. Correction or withdrawal of inadvertently erroneous bids before and after a bid opening may be permitted in accordance with the IFB.
- vii. Award. Generally, an award shall be made by written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the IFB including, without limitation, consideration of performance on similar projects or contracts, letters of reference and prior performance with the Town. The Town retains the right to reject or modify any bids, awards always being subject to negotiation and execution of a mutually acceptable agreement. The Town

reserves the right to review and award bids at its discretion to responsive and responsible companies which may or may not be the low bidder.

**B.** Request for Proposal (RFP). Unless otherwise provided in a specific RFP, the following shall control:

- i. Competitive Sealed Proposal/Competitive Negotiation Process. Proposals shall be solicited through a RFP process when, for example: (1) the Department Head or his/her designee determines that the complex nature or technical details of a particular procurement make the use of competitive sealed bidding either not practical or not advantageous to the Town; (2) specifications cannot fairly or objectively be prepared as to permit sufficient competition; (3) high technology and electronic equipment is available from a limited number of sources; or (4) specifications cannot practically be prepared except by reference to specifications of the equipment of a single source of supply.
- ii. Receipt of Proposals. Sealed proposals shall be submitted at the time and place as set forth in the RFP. Only the names of the proposer will be read in public at the time proposals are due. No proposals shall be opened until the time designated in the proposal document or addenda.
- iii. Evaluation Factors. Proposal evaluation criteria shall be as set forth in the RFP. Final consideration for awarding of contract shall not be based solely on price. A combination of qualifications, experience, demonstrated successes, references, fees and costs, capacity to fulfill all requirements of the contract and other qualifying considerations may be considered for evaluation purposes.
- iv. Discussion with Responsible Proposers and Revisions to Proposals. As provided in the RFP, discussions may be conducted with responsible proposers who submit proposals determined to have a reasonable likelihood of being selected for award.
- v. Award. Award shall be made to the responsible proposer whose proposal is determined to be the most advantageous to the Town, taking into consideration price and evaluation factors. This process may include discussions and negotiation between the Town and proposer. The Town retains the right to reject or modify any proposals, awards always being subject to negotiation and execution of a mutually acceptable agreement.

**C.** Request for Qualifications (RFQ).

- i. Pre-Qualifying Submitters or Multi-Step Sealed Bidding. When it is considered impractical to initially prepare a purchase description to support an award based on price, prior to the issuance of a Soliciting Document, the Town may determine to issue a Request for Qualification, RFQ, requesting the submission of un-priced offers to be followed by a Soliciting Document limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation. Only the providers of products or services that meet the specifications or experience will be permitted to submit bids or cost proposals. In addition, the RFQ process is used when the desired services are not as well defined



and depend on the submitter's ability to appropriately identify and address the problem(s) or issue(s). This process is most often used for selection of professional services. The submitters submit statements of qualifications, and the Town then issues a Soliciting Document limited to those submitters whose response to the RFQ have indicated ability and satisfied other criteria such that the Town desires to seek a proposal from such Submitter.

- ii. In determining whether to issue an initial Soliciting Document only to Pre-Qualified Submitters, the Department Head shall consider the best interests of the Town and may consider whether a project or contract:
  - a. requires complex or unusual expertise or techniques;
  - b. involves a particularly tight time frame;
  - c. involves experience in a very specific field; or
  - d. has a projected budget of \$500,000 or more.
- iii. The method of submitting pre-qualification information and the information required in order to be pre-qualified shall be determined by the Department Head.

#### **IV. Nonresponsive Bids/Proposals**

- A. Defined. A responsive bid/proposal is one that is in substantial conformance with the requirements of the Soliciting Document.
- B. Determination of Nonresponsiveness. The following are examples of nonresponsive submittals:
  - i. A Submitter who fails to deliver a bid/proposal prior to the specified place, time and date as shown on the Soliciting Document is considered late and the bid/proposal shall not be opened.
  - ii. A Submitter who fails in the bid/proposal to conform to required delivery schedules as set forth in the Soliciting Documents or in the permissible alternatives.
  - iii. A Submitter who qualifies prices in such a manner that the firm's bid/proposal price cannot be determined (such as "price in effect at time of delivery").
  - iv. A Submitter who fails to offer goods or services that comply with the specifications of the Soliciting Document.
  - v. A Submitter who makes the Town the responsible party for determining that the bidder's alternative products or services conform to the specifications.
  - vi. A Submitter who fails to furnish bid surety when required.
  - vii. A Submitter who limits the rights of the Town under any contract clause unless information on such limitations are invited.

## **V. Solicitation Irregularities**

The Department Head has authority to waive irregularities if: (a) the item being waived is only a matter of form or is an immaterial variation from the exact requirements set forth in the Soliciting Document; (b) the item being waived has trivial or no effect on price, quality, quantity, delivery or performance; and (c) such a waiver would not affect the relative standing of bidders or proposers or be otherwise prejudicial to them. Examples of minor irregularities that may be waived are:

- A. Failure to furnish with the bid certain required information regarding the vendor's qualifications to perform the contract.
- B. Failure to submit required descriptive information on the products offered.
- C. Failure to return the proper number of executed bids or attachments, including certifications and affidavits.
- D. Failure to return a bid addendum or amendment if on the face of such bid the bidder acknowledges receipt of addendum or amendment or if the addendum or amendment does not have material effect on the bidder's liability under the terms of the contract.
- E. Failure to sign a bid, when evidence is submitted with the bid that clearly shows that the bid was the one intended by the bidder and that failure to sign was strictly an oversight.

When such minor irregularities are discovered, the Submitter is requested to remedy the problem within a reasonable timeframe by later submitting omitted data or by providing a written statement of intent.

## **VI. Rejection of Bids/Proposals**

Unless otherwise specified in the Soliciting Document, bids/proposals may be rejected when one or more of the following occur:

- A. Bids/proposals exceed the budgeted amount;
- B. There are no responsible Submitters;
- C. There are no responsive Submitters;
- D. The project is abandoned;
- E. The specifications, scope and/or terms and conditions are revised; or
- F. Irregularities exist in the procurement process as determined by the Department Head and/or the Town Administrator.

## **V. Confidentiality**

To the extent permitted by the Colorado Open Records Act and consistent with any language in the Soliciting Document, after solicitations are opened, they become confidential documents until the Town awards the contract or the solicitation project is cancelled. Staff, contractors and Town officials shall not discuss solicitations with competing vendors. Vendor questions must be referred to the Department Head. Unless

directed to do so by the Town Administrator, Staff shall not discuss with any vendor the recommended award or the reasons for awarding or not awarding.

**VI. Exemptions to Formal Procurement**

- A. Procurement Classification 1 and 2 purchases do not require formal procurement processes.
- B. Regardless of dollar amount, the following purchases are exempted from the requirement to engage in formal procurement processes:
  - i. Cooperative Purchases. Purchases made cooperatively with other units of government such as the State of Colorado and government cooperative groups utilizing extended awards from other governmental agencies.
  - ii. Piggybacked Purchases. Purchases made by piggybacking on prices, bids and offers made to other units of government such as the State of Colorado or other counties, municipalities or special districts when agreeable by the vendor and the Town determines such approach is in the best interests of the Town.
  - iii. Government Contracts. Purchases/contracts with federal, state and local government and political subdivisions of the state.
  - iv. Published Materials. Purchases of magazines, books, publications and periodicals.
  - v. Purchases of water or real property rights. All such purchases require approval of the Town Board.
  - vi. Hardship. Purchases in the presence of hardship, which exemption requires satisfaction of the following criteria and approval procedure:
    - a. Exemption shall be granted when formal procurement is deemed not to be in the best interest of the Town because, due to circumstances beyond the reasonable control of the person or department requesting the waiver:
      - 1. the process may cause unavoidable time delay or unavoidable hardship for a department of the Town; or
      - 2. the process may cause undue expense for the Town.
    - b. In order for an exemption to be granted:
      - 1. the Department Head requesting the exemption must complete an Exemption Request Form as provided by the Finance Director;
      - 2. the completed Exemption Request Form must be submitted to the Finance Director for a recommendation and signature; and
      - 3. the Exemption Request Form with the Finance Director's recommendation must be submitted to the Town Administrator for final authorization of the exemption.

- vii. Sole Source. Purchases of supplies, products or services indispensable to the Town for which there is only one source practicably or reasonably available, which exemption requires satisfaction of the following criteria and approval procedure:
- a. \$5,001 to \$25,000. To take advantage of the sole source exemption for purchases between \$5,001 and \$25,000, Department Heads are responsible for selection and contract administration. Semiformal procurement processes are not required; however, Department Heads are responsible for selection based on applicable and appropriate qualifications, experience, referenced successes and cost factors. The Finance Director must approve reliance on this exemption in writing in advance.
  - b. Over \$25,000. To take advantage of the sole source exemption for purchases with a total cost of over \$25,000, Department Heads are responsible for selection and contract administration. Formal procurement processes are not required; however, Department Heads are responsible for providing the written justification for the exemption and obtaining written approval before engaging any such exempted services or procuring exempted goods. Approval must be obtained in accordance with the following procedure.
    1. the Department Head requesting the exemption must complete the Exemption Approval Form as provided by the Finance Director;
    2. the completed Exemption Approval Form must be submitted to the Finance Director for a recommendation and signature; and
    3. the Exemption Approval Form with the Finance Director's recommendation must be submitted to the Town Administrator for final authorization of the exemption.
- viii. Professional Services. Contracts for professional services from certain professional, technical and expert service providers which exemption requires satisfaction of the following criteria and approval procedure:
- a. Criteria. To take advantage of the exemption, the following criteria must be met:
    1. the service provider has such required specialized knowledge, skill, reputation and/or experience to satisfy the specialized needs of the department or Town; and
    2. the service provider provides services recognized as professional in nature by licensure, certification or other specialized training such as accountants, actuaries, appraisers, architects, attorneys, business consultants, business development managers, specialized engineers, public relations professionals, public finance professionals, recruiters, researchers, real estate brokers, or translators; and
    3. the service provider proposes a reasonable approach to achieve the project or service objectives in an acceptable timeframe;
    4. the service provider has a satisfactory record of performance in developing and implementing similar projects or providing similar services in other jurisdictions; and

5. the service provider will perform the project or services at a reasonable cost compared with the level of effort expended.
- b. \$5,001 and to \$25,000. To take advantage of the professional services exemption for purchases between \$5,001 and \$25,000, Department Heads are responsible for selection and contract administration. Semiformal procurement processes are not required; however, Department Heads are responsible for selection based on applicable and appropriate qualifications, experience, referenced successes and cost factors. The Finance Director must approve reliance on this exemption in writing in advance.
- c. Over \$25,000. To take advantage of the professional services exemption for purchases with a total cost of over \$25,000, Department Heads are responsible for selection and contract administration. Formal procurement processes are not required; however, Department Heads are responsible for providing the written justification for the exemption and obtaining written approval before engaging any such exempted services or procuring exempted goods. Approval must be obtained in accordance with the following procedure.
  1. the Department Head requesting the exemption must complete the Exemption Approval Form as provided by the Finance Director;
  2. the completed Exemption Approval Form must be submitted to the Finance Director for a recommendation and signature; and
  3. the Exemption Approval Form with the Finance Director's recommendation must be submitted to the Town Administrator for final authorization of the exemption.
- ix. Emergency Purchases. Emergency purchases which exemption requires satisfaction of the following criteria and approval procedures:
  - a. Criteria. To take advantage of the exemption, the following criteria must be met:
    1. dangerous condition, potentially dangerous condition, or immediate need for supplies, equipment or services exists requiring the purchase to protect the public safety, health or welfare of citizens when in imminent jeopardy;
    2. immediate repair is necessary to prevent further damage to public property, machinery or equipment;
    3. the functioning and operation of a Town department would be seriously hampered or delayed through use of the normal purchasing process; or
    4. equipment breakdown or act of God threatens to terminate essential services.
  - b. Process.
    1. To take advantage of the emergency purchase exemption, the appropriate Department Head must contact the Town Administrator and provide the following information:
      - a. The nature of the emergency;

- b. The estimated cost of the services/goods required; and
  - c. The vendor recommended to receive/fulfill the order.
2. The Town Administrator may authorize the procurement of such emergency needs by informal procedures, as expeditiously as possible, at not more than commercially reasonable prices. When expenditures exceed the then-effective Town Administrator approval authority, a full report of the circumstances necessitating the emergency action shall be timely reported to the Board of Trustees by the Town Administrator.
- x. Fine Art. The material qualifies as an object of fine art.
  - xi. Materials Conformity. A particular material is required to match materials currently in use by the Town.
  - xii. OEM Parts. Original Equipment Manufacturer (OEM) repair parts purchased from the source vendor.
  - xiii. Original Provider Maintenance and Support. Annual maintenance and service agreements when the terms of the original purchase specify that the original provider performs ongoing maintenance.
  - xiv. Additional Materials or Services. Procurement resulting from a formal procurement process may be used as the basis for the negotiated purchase of additional quantities of the same materials or services at any time; provided, however, that subsequent procurements are expressly limited to the specific terms, conditions and pricing established by the original procurement.

**VII. Valuing Procurement for Purpose of Proper Classification and Permissible Renewals/Extensions**

- a. Purchases shall not be artificially divided to circumvent the procurement classification and associated procurement process above.
- b. If numerous items are being purchased from one vendor on a single order, the aggregate price is the determining factor regarding procurement classification.
- c. In determining procurement value when purchasing services by contract or purchase order, the following guidelines shall be used:
  - i. If services are provided on a lump sum basis, the lump sum amount shall determine the value of the procurement. If lump sum services are compensated on an annual basis (instead of on a one-time basis) the procurement value shall be determined by multiplying the annual lump sum amount by the number of years in the term (not to include optional as opposed to automatic) renewal terms contemplated by the contract.
  - ii. If services are provided on a time and materials basis, the value of the procurement shall be determined by multiplying the annual maximum or not-to-exceed compensation by the number of years in the term (not to include optional as opposed to automatic renewal terms contemplated by the contract).

- iii. If a contract is for fees to be retained by a vendor (such as banking agreements) and not actual expenditures of the Town (no additional checks or payments are issued to the vendor), an estimate of the cost to the Town (retained fees) shall provide the basis for procurement value determination. If the estimate is erroneous, actual cost shall be used for determining value at renewal time or when resoliciting for such services.
  - iv. A clause which permits termination of the contract or other form of purchase agreement before the end of its stated term, to include for non-appropriation, shall not be considered in determining procurement value.
  - v. The Finance Department shall have the ultimate authority to determine final procurement value for any contract or other form of purchase agreement.
- d. Contracts may be extended, renewed or amended to extend or renew without further procurement action or additional approvals only if:
- i. The Soliciting Document contemplated amendment or optional renewal terms; and
  - ii. the contract specifically recognized that renewal or amendment was an option; and
  - iii. approval of the contract as set forth in the table above was at the level that would be required for the contract adding in the additional compensation payable due to the extension, renewal or amendment; and
  - iv. any additional services or service scope change are reasonably related to the services contracted for in the original contract; and
  - v. the aggregate dollar value of the compensation payable under the term and the renewal or extension term(s) (with or without additional compensation for reasonably related additional services) does not equal a value greater than a threshold amount for an elevated procurement classification level (ex. 2 year contract for \$6,000/year can be renewed for additional one year term as the value of the term (\$12,000) plus the renewal (\$6,000) equals \$18,000 and does not reach the Classification 3 threshold).

Additional Considerations:

- Electronically transmitted bids are acceptable for informal written bids, provided the bid is a firm written price or quote for specific goods or services valid for no less than 30 days.
- Contracts for service shall include a Town Attorney- approved Professional Services Agreement.
- If the recommended bid is not the lowest, a detailed explanation must accompany the bid's submission.
- Resolutions are required for all service contracts and bids presented to the Board of Trustees for approval.
- If less than the required number of informal or formal bids are received, the Town may consider seeking additional bids if time allows. If less than the number of required bids is received, the Town may award to a bidder if the Town finds that the price is fair and reasonable, and that other prospective bidders had a reasonable opportunity to respond.

## **AUTHORIZATION REQUIREMENTS**

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### **I. General**

Signature authority is granted on an individual basis and must be consistent with Section I above. All departments shall keep current a list of designated staff authorized to approve Town expenditures. The list shall include the full signatures and initials of each authorized individual and the amount of signature authorization granted to the individual.

### **II. Responsibility for Compliance**

Ultimate responsibility for expenditures within each department is placed on the relevant department head.

### **III. Procedures**

- A. A Signature Authorization Summary must be submitted to the Finance Department on an annual basis (January 1).
- B. The Finance Department shall be responsible for deleting signature authority for terminated employees. Should authority need to be revoked prior to termination, the applicable department shall be responsible for notifying the Finance Department.
- C. All changes and additions to the Signature Authorization Summary must be submitted in writing and must include the following information:
  - Name of employee
  - Title
  - Authorization amount
  - Effective date
  - Employee signature and initials
  - Signature of employee delegating authorization
- D. Unless signature authorization has been formally delegated, no employee shall sign on behalf of another otherwise authorized employee. Written notification of delegation must be sent to the Finance Department.



## **CONTRACT AUTHORITY**

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- I. The Town Administrator shall have the power and duty to approve and execute, by signature, all contracts or agreements of, or on behalf of, the Town or its enterprises, subject to the following limitations:
  - A. The Town Attorney must review and approve contracts as to form.
  - B. No contract or agreement shall exceed \$25,000. Contracts or agreement exceeding \$25,000 shall require Town Board approval.
  - C. No contract or agreement shall involve conveyances of interest in land, water, bonds, indentures, evidence of indebtedness, or proclamations, unless the authority to approve and execute such documents shall be granted by the Town Board.
  - D. Such contract or agreement does not constitute an “intergovernmental agreement” under Colorado law.
  - E. It shall be the Town Administrator’s duty to ensure that all Town contracts and agreements are procured in compliance with the requirements of the Lochbuie Municipal Code and any applicable rules and regulations.
  - F. The Town Administrator may delegate the Town Administrator’s signatory authority for the approval and execution of contracts and agreements to Department Heads where the contractual matters fall within their area of responsibility. With the Town Administrator’s prior approval, Department Heads may further delegate signatory authority for limited purposes.
  - G. No Town contract shall be approved or executed unless funds for the payment of obligations under the contract or agreement are in the Budget approved by the Town Board and the funds have been appropriated by the Town Board. This section shall not prohibit approval and execution of multi-year contracts or agreements where such agreements are legally permissible.

## **CAPITAL IMPROVEMENT CONTRACTS**

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### **I. General**

The Capital Improvement Contracts Policy applies to any capital improvement contract that the Town enters into. A Town Project Manager (or Town contact person) MUST be designated for each capital improvement project and specified within the contract. This individual will be accountable for all aspects of proper contract administration surrounding the construction in progress. Refer also to **Procurement Procedures By Classification** for information on the bidding process. Each department and its personnel are responsible for the effective planning for its capital improvement projects.

### **II. Contract Performance and Payment Bonds**

A. When a capital improvement contract is awarded, unless the Town Administrator or designee deems otherwise, the following bonds or security shall be delivered to the Town and shall become binding on the parties upon the execution of the contract:

1. Bid security in an amount equal to five (5) percent of the total amount of bid may be required for all competitive sealed bidding for capital improvement contracts. Bid security shall be a bond provided by a surety company authorized to do business in this state, or the equivalent in certified funds, or otherwise supplied in a form satisfactory to the Town.

When the invitation for bid requires security, noncompliance requires that the bid be rejected.

2. A performance bond, satisfactory to the Town, executed by a surety company authorized to do business in this state, or otherwise secured in a manner satisfactory to the Town, in an amount equal to one hundred (100) percent of the price specified in the contract; and
3. A payment bond, satisfactory to the Town, executed by a surety company authorized to do business in this state, or otherwise secured in a manner satisfactory to the Town for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract, in an amount equal to one hundred (100) percent of the price specified in the contract.

B. Nothing in this section shall be construed to limit the authority of the Town to require a bond or other security in addition to the bonding requirements as stated above.

### **III. Insurance**

Contract documents must require the contractor to procure and maintain minimum insurance coverage at the direction of or as prescribed by standard contract forms by the Town Attorney.

**IV. Retainage**

The contract shall include provisions for retainage of contract sums as prescribed by state law and may include provisions for retainage in contracts not covered by state law.

**V. Damage or Delay**

The Town may, by contract, require the contractor to waive, release, or extinguish its rights to recover costs or damages, or obtain an equitable adjustment, for delays in performing such contract if such delay is caused, in whole or in part, by the acts or omissions of the Town or its agents, if the contract provides that an extension of time for completion of the work is the contractor's remedy for such delay. Such clause is valid and enforceable, any provision of state law to the contrary notwithstanding.

**VI. Review**

Contracts are to be reviewed by the Town Attorney. Generally, all contracts/agreements should use the Town's standard form. Exceptions can only be approved by the Town Attorney or Town Administrator.

**VII. Final Payment**

The last payment on a capital improvement contract, in an amount of ten thousand dollars (\$10,000) or more, will not be made until at least ten (10) days after notice of intention to pay is published at least twice in a newspaper of general circulation in the Town and after the Town has received a release of statements of claim or liens. Proof of publication should be submitted to the Finance Department. Claims against the contract shall be filed as prescribed by state law.

## **DEBARMENT OR SUSPENSION**

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### **I. General**

The Town Administrator is authorized to debar or suspend a vendor or contractor for just cause.

### **II. Guidelines**

- A. No vendor or contractor shall be debarred or suspended until an opinion regarding the same has been obtained from the Town Attorney and until procedures recommended by the Town Attorney have been followed.
- B. The period for debarment shall be determined by the Town Administrator on a case-by-case basis.
- C. Reasons for debarment or suspension include the following:
  - 1. Commission of fraud or a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such a contract or subcontract.
  - 2. Conviction or indictment under a state or federal statute of embezzlement, theft, forgery, bribery, falsification, or destruction of records, or receiving stolen property.
  - 3. Conviction or indictment under a state or federal antitrust statute.
  - 4. Failure or default without good cause to perform in accordance with the terms of any contract or unsatisfactory performance of any contract.
  - 5. Debarment, disqualification, or suspension by another government entity for any reason.

## TOWN ISSUED CREDIT CARDS / PURCHASE CARDS

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### I. General

The purpose of this Policy is to maintain the financial integrity of the Town's funds. This Policy applies to all items procured using a Town-issued purchase or credit card. The use of a Town issued card is a privilege and should be treated as such.

### II. Issuance

Town cards may be issued to Department Heads or other personnel as authorized by the Town Administrator and Finance Director.

### III. Card Use

Card purchases are limited to those transactions completed upon purchase. Purchaser shall verify the availability of the item being charged when placing a telephone or fax order. Back orders should not be charged until time of shipment. Purchaser shall verify that the combined price and freight charge being charged is under the purchaser's signature authority dollar limit. Purchaser shall also verify that sales tax is not being charged. A copy of the tax-exempt certificate is available from the Finance Department.

When placing an order by FAX, phone, or mail, purchaser shall request that the **receiver's name** and "**credit card purchase**" be put on the shipping label or packing list to expedite delivery and request that a receipt be sent with the purchase. All charges will require a receipt be attached.

The Internet may be used to place orders only when the receiving website is secure. To determine whether a website is secure, look for a closed padlock in the search bar by the site's name. If the padlock is open or non-existent, the website is not secure and should not be used for placing orders.

If merchandise is to be returned, verify that the vendor will credit the purchasing card account, request a copy of the credit issued, and submit it with the monthly credit card statement.

If an attempt to make a purchasing card transaction is denied, contact the Finance Department as soon as possible to resolve the problem. If there is concern that a transaction may be denied, contact the Finance Department in advance to authorize the vendor, or ask the vendor to run a pre-authorization on the purchasing card to make sure the transaction will go through.

### IV. Prior Authorization of Expenditures

Proper approvals must be obtained for the purchase of goods and services prior to ordering as with any other Town purchase.

**V. Unacceptable Uses**

- Purchases over the holder's signature authority limit. Dividing an order to satisfy this limit is not allowed.
- Cash advances, traveler's checks, or the use of ATM machines.
- Fuel for personal vehicles. Reimbursement for mileage must be made on the Expense Reimbursement Form at the current IRS reimbursement rate.
- Personal or non-business uses. If personal or non-business-related items are accidentally charged on the card, immediately notify the Finance Department, and reimburse the Town via cash, credit, or a personal check payable to the Town of Lochbuie, with a note attached showing the account to be credited. Reimbursement must be completed at or before the time of statement reconciliation. Repeated occurrences of personal or non-business-related items being charged to the card and/or intentional misuse of the card may result in charging privileges being revoked and disciplinary action taken.

**VI. Lost Receipts**

If a receipt is lost, or was never provided by the vendor, a "Missing Purchasing Card Receipt Form" (available on the Town server) shall be completed and attached to the monthly credit card statement.

**VII. Disputing Transactions**

If there is a dispute about a transaction, the cardholder should first try to resolve it with the merchant. If an item has been charged but has not been received, contact the merchant to verify shipment date. If the item has been or will be shipped soon, it is recommended that the charge be paid at the time of the statement. If charges are paid but not received by the next statement, contact the Finance Department for assistance in resolving the problem.

**VIII. Change in Employment Status**

The cardholder will surrender possession of his/her card upon termination of employment. The cardholder may be asked to surrender the card at any time deemed necessary by the Department Head, the Finance Director, or the Town Administrator.

**IX. If Card is Lost or Stolen**

Keep the card in a safe place at all times. Contact the Finance Department immediately if the card is lost or stolen. If this contact cannot be made, call the card issuer immediately and then notify Finance as soon as possible.

**X. Monthly Statements**

It will be the responsibility of the Department Head to reconcile the monthly credit card statement to receipts. Reconciled statements must be forwarded to the Finance Department within one (1) week of statement receipt.

## **PETTY CASH**

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### **I. General**

Petty cash is available to cover small purchases (not to exceed \$25), may be disbursed as an advance or reimbursement, and must be approved by the employee's Department Head or designee.

### **II. Internal Controls**

- A. Petty cash funds may only be established, or the amount of the petty cash on deposit increased or decreased, by the Finance Director or designee.
- B. Petty cash must be kept in a locked box in a secured location.
- C. The Finance Department is responsible for ensuring that the cash in the box plus the total of all petty cash slips exactly equals the total amount assigned to petty cash funds.

### **III. Procedures**

#### **Cash Advance/Reimbursement**

- A. To obtain a cash advance for a petty cash purchase, a petty cash slip must be filled out by the employee indicating the following:
  - 1. Amount of advance
  - 2. Vendor
  - 3. Account number
  - 4. Description of purchase
  - 5. Date
  - 6. Employee's signature
  - 7. Approval signature

The slip is kept in the petty cash box until the employee returns with the cash receipt. The actual amount of the purchase should be recorded and circled on the petty cash slip, the cash receipt stapled to the petty cash slip, and the change from the advance returned to the petty cash box. Cash advances may not be held by the employees for more than two (2) business days.

- B. To obtain reimbursement for a purchase made, a petty cash slip must be filled out by the employee indicating the same as in III. A. above.

Attach the cash receipt to the petty cash slip. The slip is then exchanged for a cash reimbursement.

- C. The \$25 limit shall not be circumvented by making two separate purchases of related items and submitting two receipts, when the total exceeds the \$25 limit.

**IV. Replenishment**

- A. To obtain a funding/reimbursement check to reimburse the fund, all petty cash slips and remaining cash should be turned into the Finance Department to ensure that the balance is properly accounted for and create a funding check. Petty cash slips must be accompanied by the appropriate receipt or acceptable notation of why a receipt was not available to be funded.
- B. Petty cash funds are subject to internal audits by the Finance Director or designee and are also subject to audit any time the fund is reimbursed. Such audits shall be conducted in accordance with Generally Accepted Auditing Standards (GAAS) and will evaluate the effectiveness of risk management, control, and governance processes.



## **RECEIVING PROCEDURES AND CHECK PREPARATION**

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### **I. Receiving Procedures**

- A. It shall be the responsibility of the receiving department to ensure that goods are received as ordered and in good condition. Immediately upon receipt of merchandise, check quantity, quality, and any specifications such as model number, etc. to ensure that the goods have been received as indicated on the packing slip.
- B. If the goods are faulty or damaged, notify the vendor and Finance Director or designee immediately. If damage is concealed or not noticed at time of delivery, leave all boxes and packing lists intact and notify vendor immediately.
- C. It shall be the responsibility of the receiving department to inform the Finance Director or designee of the delivery and acceptance of an order by submitting the receiving documents with the check request for payment.
- D. It shall be the responsibility of the receiving department to inform the Finance Director or designee when full or partial payments are authorized.
- E. All invoices shall be mailed by the vendor directly to the accounts payable department.

### **II. Check Preparation**

Checks are prepared based on the following:

- A. Checks are cut in accordance with the Finance Department schedule on a biweekly basis
- B. Original invoices must be attached
- C. All invoices must be approved by the Department Head
- D. All invoices must be properly coded
- E. Receiving documents, if available, must be attached and signed off
- F. Checks over \$2,500 will require at least one manual signature of any authorized signer.

## **REFUNDS**

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### **I.     General**

Refunds of money paid to the Town are to be initiated by the department responsible for the revenue collection. All refunds must be run through the Finance Department. Exceptions may be made on a case-by-case basis.

### **II.    Procedures**

- A.     A Refund Request, or other department specific refund form, must be completed, approved and submitted to the Finance Department.
  
- B.     Refunds for overpayment of on-going receipts (i.e., Sales Tax, Utilities) may be given in the form of a credit on a future billing.

## **MISCELLANEOUS PURCHASING**

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### **I. General**

Miscellaneous purchasing refers to purchasing outside of the aforementioned items.

- A. Professional Dues and Licenses: Professional dues, licenses, and memberships to associations and organizations that benefit the Town will be paid from Town funds but shall be the responsibility of the employee to obtain and maintain. Examples include, but are not limited to: CDL and regular driver's licenses, professional engineering license, water/wastewater treatment operator's licenses, etc.
- B. Magazine and Newspaper Subscriptions: Any necessary subscriptions, approved by the Department Head or Town Administrator, shall be delivered to the Town address.
- C. Purchase of Food/Meals: Food/meals for employees shall be paid for via a Town issued credit card, purchasing card, or check or reimbursed at a reasonable level, for justified expenses. Examples include, but are not limited to, the items listed below. Exceptions require written approval of the Department Head or other appropriate Town official. Consult the Travel Policy for meals relating to employee travel and training per diem.
- Board/Commission/Committee business meetings
  - Town Administrator staff and/or business meetings
  - Department Head meetings when required outside normal working hours
  - Development related activities/meetings
  - Meetings or events hosted and/or sponsored by the Town
  - Meals purchased for employees required to work beyond normal meal breaks
  - Special events approved in advance by the Town Administrator.
- D. Purchase of Flowers/Plants: Department Heads/Town Administrator can authorize the purchase of flowers/plants for employees/elected officials that are hospitalized or in the event of the death of an employee/elected official or immediate family member. A maximum amount of \$100 including delivery is authorized. Donations, not to exceed \$100, may be made in lieu of flowers/plants in the event of a death or serious illness.

## **DEFINITIONS**

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### **Bid Package**

Documentation prepared and distributed by the Town in the solicitation of bids.

### **Business**

Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture or any other private legal entity.

### **Capital Improvement**

A fixed public improvement, including, but not limited to: streets, alleys, sidewalks, water or wastewater facilities, flood control facilities, traffic control devices, street lighting, parks, public structures, and landscaping.

### **Change Order**

A written order signed by the Town Administrator or designee, directing the contractor to make changes, or changing non-contractual information on the Town's purchasing system (i.e., account number, budgeted amount, etc.)

### **Town**

The Town of Lochbuie, Colorado, a municipal corporation with a primary business location of 703 CR 37, Lochbuie, CO 80603.

### **Town Board**

The legislative and governing body of the Town.

### **Town Administrator**

The chief administrative officer of the Town.

### **Confidential Information**

Any information which is available to an employee only because of the employee's status as an employee of the Town and is not a matter of public knowledge or available to the public on request.

### **Construction**

The process of building, altering, repairing, improving, or demolishing any public structure or building, or other public improvements of any kind to any public real property.

### **Consulting Services**

Services provided by individuals possessing specialized educational qualifications, practical expertise or professional certification, including without limitation to architects, engineers, legal counsel, planners, accountants, and actuaries, where the final product is predominantly oral or written advice or information.

### **Contract**

All types of Town agreements, regardless of what they may be called, for the procurement or disposal of supplies, services, or construction. The term shall not include intergovernmental agreements or any interest in real property by the Town or another governmental body.

**Contract Modification**

Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract.

**Cooperative Purchasing**

Procurement conducted by, or on behalf of, more than one (1) governmental body.

**Department Head**

Department Heads include Public Works Operations Manager, Finance Director, Town Clerk, Police Chief, Human Resources Director, and any other head of a department as designated by the Town Administrator.

**Designee**

A duly authorized representative of a person holding a superior position.

**Governmental Body**

Any department, division, commission, Board, board, bureau, committee, institution, legislative body, agency, government, corporation, or other establishment of this Town.

**Invitation for Bids (IFB)**

All documents, whether attached or incorporated by reference, utilized for soliciting bids.

**Managerial Contingency**

The difference between total project budget and award of bid as approved by Town Board. Managerial Contingency must be approved by Board at the time the bid is awarded. Adequate funds must be available and are to be encumbered as managerial contingency on the Purchase Order.

**Non-Capital Purchases**

Services, supplies and non-tangible property.

**Person**

Any business, individual, union, committee, club, other organization, or group of individuals.

**Procurement**

The process through which the Town acquires goods and services for its own use.

**Professional Services**

Services of a specialized nature, including, but not limited to: architecture, engineering, legal, accounting, hiring screening process (drug testing, psych testing, etc.), equipment repair and maintenance, etc.

**Purchase Description**

The words used in a solicitation to describe the supplies, services, or construction to be purchased, and includes specification attached to, or made part of the solicitation.

**Purchase Order**

A request to purchase goods or services, typically provided to the vendor as a confirmation of the Town's commitment to purchase.

**Purchasing Agent**

Any person duly authorized to enter into and administer contracts and make written determinations with respect thereto. The term also includes an authorized representative acting within the limits of authority.

**Purchasing**

The process through which solicitations are issued, advertisements run, vendors selected, and goods or services received.

**Regulation**

A governmental body's statement, having general or particular applicability and future effect, designed to implement, interpret, or prescribe law or policy, or describing organization, procedure, or practice requirements.

**Request for Proposals (RFP)**

A process used to acquire supplies and services that involves the review of written proposals and the use of negotiations with the most qualified bidder(s). This process may also include the use of a Request for Information (RFI) as a preliminary step to the RFP process in an attempt to gather information and pre-qualify prospective bidders.

**Services**

The furnishing of labor, time, or effort by a contractor not involving the delivery of specific end product other than reports which are merely incidental to the required performance, or repairs to an existing product.

**Soliciting Document**

The Town-issued document (most often IFB or RFP) detailing the scope, qualifications, specifications and/or scope of work and terms and conditions of the proposed contract or acquisition, including, if applicable, in the Town's discretion, any bonds or security required to secure any bid or performance.

**Specification**

Any description of the physical or functional characteristics, or the nature of a supply, service, or construction item. It may include a description of any requirement for inspection, testing, or preparing a supply, service, or construction item for delivery.

**Supplier**

Any person having or soliciting a contract, professional service agreement, purchase order arrangement or any other agreement to provide goods or services with a governmental body. Interchangeable with "contractor."

**Supplies**

Tangible property that is typically used or consumed within a year. Examples include: pens, paper, staples, fertilizer, chemicals, repair parts, etc.

**Tangible Property**

Personal property and materials, including without limitation supplies, equipment, parts, printing and consumable supplies, but not including insurance, real property leases, securities, or water rights.

**APPENDIX A**  
**Procurement Policies and Procedures for Federally Funded Programs**  
**Reference 2 CFR 200.318-326**

**1. Purpose of procurement standards.** These standards establish procedures for Town of Lochbuie ("Town") procurement of supplies and other expendable property, equipment, and services utilizing federal funds. All departments and operations of the Town expending federal grant monies shall adhere to these standards, as follows, as they may be amended or supplemented over time. In the event the federal government regulations that govern procurement policies and procedures for federally funded programs or for procurements made with federal funds, these standards and procedures will be deemed automatically amended to conform to such requirements.

**2. Code of conduct.** No employee, officer, or agent shall participate in the selection, award, or administration of a contract or purchase order if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the entity selected for an award. The officers, employees, and agents of the Town shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub agreements except for where the financial interest is not substantial, or the gift is an unsolicited item of nominal value. Members of the Town Board of Trustees shall comply with all relevant fiduciary duties, including those governing conflicts of interest, when they vote upon matters related to procurement contracts in which they have a direct or indirect financial or personal interest. Officers, employees, directors, and agents of the Town shall be subject to disciplinary actions for violations of these standards. This code of conduct supplements any other applicable Code of Ethics.

**3. Competition.**

Procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The Town shall be alert to organizational conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Town, price, quality and other factors considered. Solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the Town. All bids or offers may be rejected when it is in the Town's interest to do so. In all procurement, the Town shall avoid practices that are restrictive of competition. These include but are not limited to:

- a. Placing unreasonable requirements on firms in order for them to qualify to do business
- b. Requiring unnecessary experience and excessive bonding;
- c. Noncompetitive pricing practices between firms or between affiliated companies;
- d. Noncompetitive awards to consultants that are on retainer contracts;
- e. Organizational conflicts of interest;
- f. Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement; and
- g. Any arbitrary action in the procurement process.



#### 4. **Methods of Procurement to be followed.**

- a. Procurement by Micro-purchases. Micro-purchase is the acquisition of supplies or services under \$3,500. To the extent practicable, the Town must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the Town considers the price to be reasonable.
- b. Procurement by Small Purchase Procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than \$150,000 (OMB memo dated June 20, 2018 M-18-18). If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.
- c. Procurement by Sealed Bids (formal advertising). Bids are publicly solicited, and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

- i. A complete, adequate, and realistic specification or purchase description is available;
- ii. Two or more responsible bidders are willing and able to compete effectively for the business; and
- iii. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

- i. Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for state, local and tribal governments, the invitation for bids must be publicly advertised;
- ii. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- iii. All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
- iv. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- v. Any or all bids may be rejected if there is a sound documented reason.

- d. Procurement by Competitive Proposals. Competitive proposals are normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:
- (1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical.
  - (2) Proposals must be solicited from an adequate number of qualified sources;
  - (3) The Town agency must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
  - (4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
  - (5) The Town must use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.
- e. Procurement by Noncompetitive Proposals. Procurement by non-competitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:
- (1) The item is available only from a single source;
  - (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
  - (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the Town; or
  - (4) After solicitation of a number of sources, competition is determined inadequate.

**5. Procurement procedures.**

- a. All procurement by the Town shall comply, at a minimum, with the requirements of subsections (i), (ii), and (iii) below:
- (1) the Town avoids purchasing unnecessary items.
  - (2) Where appropriate, an analysis is made of lease versus purchase alternatives to determine which would be the most economical and practical procurement.

(3) Solicitations for goods and services provide for all of the following.

- i. A clear and accurate description of the technical requirements for the material, product or service to be procured. In competitive procurements, such a description shall not contain features which unduly restrict competition.
- ii. Requirements which must be fulfilled and all other factors to be used in evaluating proposal submitted in response to solicitations.
- iii. A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.
- iv. When relevant, the specific features of "brand name or equal" descriptions that are to be included in responses submitted to solicitation.
- v. The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.
- vi. Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.

b. All necessary affirmative steps shall be made by the Town to utilize small businesses, minority-owned firms, women's business enterprises, and labor surplus area firms, whenever possible. The Town shall take all of the following steps to further this goal.

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or any quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- (4) Establishing delivery schedules, where the requirements permit, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i) through (v) of this section.

- c. The type of procuring instruments used (e.g., fixed price contracts, cost reimbursable contracts, purchase orders, and incentive contracts) shall be determined by the Town but shall be appropriate for the particular procurement and for promoting the best interest of the program or project involved. The "cost-plus-a-percentage-of- cost" or "percentage of construction cost" methods of contracting shall not be used.
- d. Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources or accessibility to other necessary resources.
- e. Debarment and Suspension - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
- f. Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources or accessibility to other necessary resources.
- g. Debarment and Suspension - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees. Contractors with multiple year contracts will be checked against the GSA list at each renewal time.
- h. To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the Town is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.
- i. The Town is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
- j. The Town is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.
- k. The Town must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to

ensure maximum open and free competition. Also, the Town must not preclude potential bidders from qualifying during the solicitation period.

**6. Procurement of Facilities or Land Special Requirements.** There are no proposals expected for this activity. If such an activity is proposed in the future this section will be updated prior to any such procurement.

**7. Cost and price analysis.** Some form of cost or price analysis shall be made and documented in the procurement files in connection with every procurement action in excess of the Semiformal Acquisition Threshold (48 CFR Subpart 2.1) as Adjusted and currently at \$150,000. Price analysis may be accomplished in various ways, including the comparison of price quotations submitted, market prices and similar indicia, together with discounts. Cost analysis is the review and evaluation of each element of cost to determine reasonableness, allocability and allowability.

**8. Procurement records.** Procurement records and files for purchases in excess of the Micro purchase threshold as fixed at 48 CFR Subpart 2.1 (currently \$3,500) shall include the following at a minimum: (a) basis for contractor selection, (b) justification for lack of competition when competitive bids or offers are not obtained, and (c) basis for award cost or price.

**9. Contract administration.** A system for contract administration shall be maintained to ensure contractor conformance with the terms, conditions and specifications of the contract and to ensure adequate and timely follow up of all purchases. The Town shall evaluate contractor performance and document, as appropriate, whether contractors have met the terms, conditions and specifications of the contract.

**10. Contract provisions.** The Town shall include, in addition to provisions to define a sound and complete agreement, the following provisions in all contracts. The following provisions shall also be applied to subcontracts.

- a. Contracts more than the Semiformal Acquisition Threshold shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms and provide for such remedial actions as may be appropriate.
- b. All contracts in excess of the Semiformal Acquisition Threshold shall contain suitable provisions for termination by the Town, including the manner by which termination shall be affected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.
- c. For contracts dealing with construction or facility improvements the Town shall comply with all requirements imposed by its funding sources (and the government regulations applicable to those funding sources) with regard to construction bid guarantees, performance bonds, and payment bonds.
- d. All negotiated contracts (except those for less than the Semiformal Acquisition Threshold) awarded by the Town shall include a provision to the effect that the Town shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.

- e. All contracts, including small purchases, awarded by the Town and their contractors where the source of the funds, directly or indirectly, is the federal government, shall contain the following procurement provisions as applicable.
- (1) Equal Employment Opportunity - All contracts, when funded in whole or part by monies derived from the Federal government (either directly or indirectly), shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
  - (2) Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c) - All contracts in excess of \$2000 for construction or repair, when funded in whole or part by monies derived from the Federal government (either directly or indirectly) shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
  - (3) Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) - **When required by Federal program legislation**, all construction contracts awarded by the recipients and sub recipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
  - (4) Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) - All contracts in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers, when funded in whole or part by monies derived from the Federal government (either directly or indirectly), shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5).
  - (5) Rights to Inventions Made Under a Contract or Agreement - Contracts or agreements for the performance of experimental, developmental, or research work,

when funded in whole or part by monies derived from the Federal government (either directly or indirectly), shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- (6) Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended - Contracts and sub grants of amounts in excess of \$100,000, when funded in whole or part by monies derived from the Federal government (either directly or indirectly), shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (7) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contracts for an amount above \$100,000, when funded in whole or part by monies derived from the Federal government (either directly or indirectly), shall include a certification by the contracting parties that they have not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352, and to further require disclosure of any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- (8) Third party contracting requirements (FTA Circular 4220.1F) - This circular sets forth the requirements a grantee must adhere to in the solicitation, award and administration of its third-party contracts. Provisions of this circular will be added to all operating contracts utilizing formula funds for operating assistance.



## AGENDA ITEM SUMMARY

MEETING DATE: February 20, 2024

SUBJECT: Elevated Water Storage Tank: Staff recommendation that Board reject all bids and direct staff to re-bid project construction

PRESENTED BY: Chris Larmon, Public Works Director  
Maureen Juran, Town Attorney

## SUMMARY / BACKGROUND

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On November 28, 2023, JVA Consulting Engineers (JVA) issued a Request for Bids (RFB) for the elevated water storage tank project on behalf of the Town. Three bids were received before 3 pm on December 28, 2023. Since this time, concerns have been raised surrounding the bidding process from bidders on the project.

Staff does not make any findings on any irregularities in the bidding process. Nonetheless, Staff recommends that, as to this current bidding cycle, the Board of Trustees not award this project and reject all bids.

Staff also recommends that the Board direct Staff to rebid this project as soon as responsibly possible.

## STAFF RECOMMENDATION/ACTION REQUIRED

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Staff recommends the following motion:

*"I move to not award the elevated water storage tank construction project to any bidder in the current bid process with bids received by December 28, 2023, and further move to direct staff to issue a new the invitation for bid for the elevated water storage tank"*

## ATTACHMENTS

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None





## Agenda Item Summary

MEETING DATE: February 20, 2024  
SUBJECT: Fireworks Discussion  
PRESENTED BY: Tracey McCoy, Chief of Police  
PREPARED BY: Tracey McCoy, Chief of Police

### SUMMARY

Discussion relating to the Towns current and very restrictive ordinance relating to Fireworks.

### BACKGROUND

The current Fireworks ordinance in Lochbuie has existed for many years. It is very restrictive in only allowing things like sparklers, smoke bombs, worms, snappers, etc.

Currently it is a violation when families use fountains, ground spinners, wheels, etc that are legal in the State of Colorado and are sold at Fireworks stands across the country.

I have attached the Lochbuie Muni Code, Colorado CRS, Brighton Muni Code, and Fort Lupton Ordinance dealing with Fireworks. I have highlighted the definitions of in the laws relating to what is or is not allowed in each community.

### STAFF RECOMMENDATION/ACTION REQUIRED

Staff is recommending direction from the Town Board of Trustees to leave the existing Municipal Code in place or creating a new ordinance with changes at the pleasure of the Board.

### ATTACHMENTS

Lochbuie Fireworks Code  
State of Colorado Fireworks Law  
City of Brighton Fireworks Code  
City of Fort Lupton Fireworks Ordinance

## ARTICLE XII Fireworks

### Sec. 10-12-10. Definitions.

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

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

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

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

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

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

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

### Sec. 10-12-20. Unlawful use, possession; penalty.

Except as provided herein, it is unlawful for any person to possess, store, to offer for sale, expose for sale, sell at retail or use or explode any fireworks within the Town limits. Any person convicted of violating this Section shall be subject to the penalties set forth in Subsection 10-1-70(d).

### Sec. 10-12-30. Permits for display.

- (a) The Board of Trustees has the power to grant permits, within the area under its jurisdiction, for supervised public displays of fireworks by municipalities, fair associations, amusement parks and other organizations and groups, and to adopt reasonable rules and regulations for the granting of such permits.
- (b) Application for a permit as provided for herein shall be filed with the Town Clerk, together with a license fee in an amount as set by the Board of Trustees by resolution as may be amended from time to time and an inspection fee in an amount as set by the Board of Trustees by resolution as may be amended from time to time. The application shall contain at least the following information:
  - (1) Name and address of applicant;

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- (2) Location where the applicant will sell fireworks;
  - (3) Name and address of any wholesaler or distributor from whom the retailer proposes to purchase lawful fireworks for resale;
  - (4) Manner, method and times when and how the applicant proposes to sell lawful fireworks; and
  - (5) Such additional information as may be required by the Board of Trustees.

Such application shall be made in writing at least thirty (30) days in advance of the date of display. Every display shall be handled by a competent operator and shall be of such character and so located, discharged and fired as not to be hazardous to property or endanger any person. Before a permit is granted, the operator and the location and handling of the display shall be approved, after investigation, by the Fire Chief or the Chief of Police, or their authorized agents.

- (c) No person displaying fireworks under this Section shall fail to dispose of any fireworks that remain unfired after the display is concluded in a safe manner.
- (d) No permit shall be transferable or assignable. No permit shall be required for such public display of fireworks at any county or district fair duly organized under state law and the ordinances of the Town.

(Ord. 333 §1, 2000; Ord. 574 §4, 2011)

#### **Sec. 10-12-40. Insurance.**

The Board of Trustees shall require a certificate of insurance to protect persons and property from death or injury as a result of any fireworks display for which a permit is issued, in an amount not less than one hundred fifty thousand dollars (\$150,000.00) per person injured and four hundred thousand dollars (\$400,000.00) per incident. The insurance shall cover any liability of the Town or any employee or agent thereof arising out of or connected with the permit and the fireworks display permitted thereunder.

#### **Sec. 10-12-50. Bond.**

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

#### **Sec. 10-12-60. Interpretation.**

This Article shall not be construed to prohibit:

- (1) Any person, including a manufacturer, who has first obtained a license to sell display fireworks, from offering for sale, exposing for sale, selling or having in his or her possession with intent to offer for sale, or sell, fireworks to any municipality, fair association, amusement park or other organization or group holding a display permit issued as provided in this Article, or to any county or district fair duly organized under the laws of the State;
- (2) Any person from using or exploding fireworks in accordance with the provisions of any display permit issued as provided in this Article or as part of a supervised public display at any county or district fair duly organized under the laws of the State;
- (3) Any resident manufacturer from manufacturing and selling, or any resident wholesaler, dealer or jobber from selling at wholesale, such fireworks as are not prohibited under this Article, the sale of any kind of fireworks, provided that the same are to be shipped directly out of state in accordance with regulations of the United States Interstate Commerce Commission covering the transportation of

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explosives and other dangerous articles by motor, rail and water, the use of fireworks by railroads or other transportation agencies for signal purposes or illumination, the sale or use of blank cartridges for a show or theater, signal or ceremonial purposes in athletics or sports, or use by military organizations, or the use of fireworks for agricultural purposes under conditions approved by the Board of Trustees;

- (4) Any person from offering for sale, exposing for sale, selling, having in his or her possession with intent to offer for sale or sell, or using or firing toy pistols, toy guns, sparklers or other devices in which caps manufactured in accordance with this Article are used; or
- (5) The importation, purchase, sale or possession of fireworks which are used or to be used solely to prevent damage to crops by animals or birds, by the Board of Trustees with the assistance of other appropriate state departments and in accordance with Article 4 of Title 24, C.R.S.

**Sec. 10-12-70. Licensing; sale of display fireworks; manufacture and wholesale.**

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

(Ord. 333 §1, 2000)

**Sec. 10-12-80. Seizure of fireworks.**

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

**Sec. 10-12-90. Toy propellant devices used for model or educational rockets.**

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

Section 24-33.5-2001 - Definitions

As used in this part 20, unless the context otherwise requires:

(1) "Articles pyrotechnic" means pyrotechnic special effects materials and pyrotechnic devices for professional use that are similar to consumer fireworks in chemical composition and construction but are intended for theatrical performances and not intended for consumer use. "Articles pyrotechnic" shall also include pyrotechnic devices meeting the weight limits for consumer fireworks but are not labeled as such and are classified as UN0431 or UN0432 pursuant to 49 CFR 172.101, as amended.

(2) "Display fireworks" means large fireworks designed primarily to produce visible or audible effects by combustion, deflagration, or detonation and includes, but is not limited to, salutes containing more than one hundred thirty milligrams of explosive material, aerial shells containing more than forty grams of pyrotechnic compositions, and other display pieces that exceed the limits of explosive materials for classification as consumer fireworks as defined in 16 CFR 1500.1 to 1500.272 and 16 CFR 1507.1 to 1507.12 and are classified as fireworks UN0333, UN0334, or UN0335 pursuant to 49 CFR 172.101, as amended, and including fused set pieces containing components that exceed fifty milligrams of salute powder.

(3) "Display retailer" means a person, including a manufacturer, who is licensed as a display retailer under the provisions of section 24-33.5-2004 and who sells, delivers, consigns, gives, or otherwise furnishes display fireworks or articles pyrotechnic to a person authorized by section 24-33.5-2003 to discharge fireworks in Colorado.

(4) "Exporter" means any person, including a manufacturer, licensed as an exporter under the provisions of section 24-33.5-2004 and who sells, delivers, consigns, gives, or otherwise furnishes fireworks for export outside of the state of Colorado.

(5)

(a) "Fireworks" means any composition or device designed to produce a visible or audible effect by combustion, deflagration, or detonation, and that meets the definition of articles pyrotechnic, permissible fireworks, or display fireworks.

(b) "Fireworks" does not include:

(I) Toy caps, party poppers, and items similar to toy caps and party poppers that do not contain more than sixteen milligrams of pyrotechnic composition per item and snappers that do not contain more than one milligram of explosive composition per item;

(II) Highway flares, railroad fusees, ship distress signals, smoke candles, and other emergency signal devices;

(III) Educational rockets and toy propellant device type engines used in such rockets when such rockets are of nonmetallic construction and utilize replaceable engines or model cartridges containing less than

two ounces of propellant and when such engines or model cartridges are designed to be ignited by electrical means;

(IV) Fireworks that are used in testing or research by a licensed explosives laboratory.

(6) "Fireworks display operator" includes an individual who, by experience and training, has demonstrated the required skill and ability to safely set up and discharge display fireworks.

(7) "Fund" means the fireworks licensing cash fund created in section 24-33.5-2004 (6)(b).

(8) "Governing body" means:

(a) The city council, town council, board of trustees, or other governing body of any city or town, as to the area within the corporate limits of the city or town;

(b) The board of directors of any fire protection district organized pursuant to part 1 of article 1 of title 32, as to the area within the boundaries of the fire protection district; and

(c) The board of county commissioners as to the area within a county outside the corporate limits of any city or town or the boundaries of any fire protection district.

(9) "Local authority" means the duly authorized fire department, police department, or sheriff's department of a local jurisdiction.

(10) "Manufacturer" means any person who manufactures, makes, constructs, or produces fireworks.

(11)

(a) "Permissible fireworks" means the following small fireworks devices designed to produce audible or visual effects by combustion, complying with the requirements of the United States consumer product safety commission as set forth in 16 CFR 1500.1 to 1500.272 and 1507.1 to 1507.12, and classified as consumer fireworks UN0336 and UN0337 pursuant to 49 CFR 172.101:

(I) Cylindrical fountains, total pyrotechnic composition not to exceed seventy-five grams each for a single tube or, when more than one tube is mounted on a common base, a total pyrotechnic composition of no more than two hundred grams;

(II) Cone fountains, total pyrotechnic composition not to exceed fifty grams each for a single cone or, when more than one cone is mounted on a common base, a total pyrotechnic composition of no more than two hundred grams;

(III) Wheels, total pyrotechnic composition not to exceed sixty grams for each driver unit or two hundred grams for each complete wheel;

(IV) Ground spinner, a small device containing not more than twenty grams of pyrotechnic composition venting out of an orifice usually in the side of the tube, similar in operation to a wheel, but intended to be placed flat on the ground;

(V) Illuminating torches and colored fire in any form, total pyrotechnic composition not to exceed two hundred grams each;

(VI) Dipped sticks and sparklers, the total pyrotechnic composition of which does not exceed one hundred grams, of which the composition of any chlorate or perchlorate shall not exceed five grams;

(VII) Any of the following that do not contain more than fifty milligrams of explosive composition:

(A) Explosive auto alarms;

(B) Toy propellant devices;

(C) Cigarette loads;

(D) Strike-on-box matches; or

(E) Other trick noise makers;

(VIII) Snake or glow worm pressed pellets of not more than two grams of pyrotechnic composition and packaged in retail packages of not more than twenty-five units;

(IX) Fireworks that are used exclusively for testing or research by a licensed explosives laboratory;

(X) Multiple tube devices with:

(A) Each tube individually attached to a wood or plastic base;

(B) The tubes separated from each other on the base by a distance of at least one-half of one inch;

(C) The effect limited to a shower of sparks to a height of no more than fifteen feet above the ground;

(D) Only one external fuse that causes all of the tubes to function in sequence; and

(E) A total pyrotechnic composition of no more than five hundred grams.

(b) "Permissible fireworks" do not include aerial devices or audible ground devices, including, but not limited to, firecrackers.

(12) "Person" includes an individual, partnership, firm, company, association, corporation, or governmental entity.

(13) "Pyrotechnic operator" includes an individual who, by experience and training, has demonstrated the required skill and ability to safely set up and discharge articles of pyrotechnics.

(14) "Retailer" means any person who sells, delivers, consigns, or furnishes permissible fireworks to another person not for resale.

(15) "Storage" means the possession of fireworks for safe custody, where the safekeeping is the principal object of deposit, and not the consumption or sale.

(16) "Wholesaler" means any person, including a manufacturer, who is licensed as a wholesaler under section 24-33.5-2004 and who sells, delivers, consigns, gives, or otherwise furnishes permissible fireworks to a retailer for resale in Colorado.

C.R.S. § 24-33.5-2001

Renumbered from C.R.S. § 12-28-101 and amended by 2017 Ch. 245, § 1, eff. 8/9/2017.

L. 2017: Entire part added with relocations, (SB 17-222), ch. 245, p. 1018, § 1, effective August 9.

This section is similar to former § 12-28-101 as it existed prior to 2017.



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## City of Brighton

### Sec. 8-28-20. Definitions.

The following definitions shall apply in the interpretation and enforcement of this Article:

*Fireworks* are those items designed and prepared primarily to produce visual or audible effects by combustion, explosion, deflagration or detonation. *Fireworks* does not include toy caps which do not contain more than twenty-five hundredths (.25) of a grain of explosive compound per cap.

*Nonprofit applicants* are those applicants that meet the following criteria: a) exempt under Section 501(C)(3), Internal Revenue Code; b) provide charitable, educational, religious, veterans, civic, health or human services within the City; and c) nonprofit.

*Permissible fireworks* means the following items designed primarily to produce visual or audible effects by combustion, including certain devices designed to produce audible or visual effects; except that no device or component shall, upon functioning, project or disburse any metal, glass or brittle plastic fragments.

- a. Cylindrical fountains.
- b. Cone fountains.
- c. Wheels.
- d. Ground spinners.
- e. Illuminating torches and colored fire in any form.
- f. Dipped sticks and sparklers.
- g. Toy propellant devices and toy smoke devices.
- h. Snake or glow worm.
- i. Fireworks which are used exclusively for testing or research by a licensed explosives laboratory.
- j. Highway flares, railroad fuses, smoke candles and other emergency signal devices.
- k. Educational rockets and toy propellant device type engines used in such rockets when such rockets are of nonmetallic construction and utilize replaceable engines or model cartridges containing less than two (2) ounces of propellant and when such engines or model cartridges are designed to ignited by electrical means.

*Nonprofit applicants* are those applicants that meet the following criteria: a) exempt under Section 501(C)(3), Internal Revenue Code; b) provide charitable, educational, religious, veterans, civic, health or human services within the City; and c) nonprofit.

*Temporary stands* also referred to herein as *stands* are those structures permitted by these regulations for the sale or dispensing of fireworks.

**ORDINANCE NO. 2020-1079**

**INTRODUCED BY: MICHAEL SANCHEZ**

**AN ORDINANCE OF THE CITY OF FORT LUPTON, COLORADO, AMENDING CHAPTER 10, ARTICLE XII MISCELLANEOUS OFFENSE, SECTION 10-264 FIREWORKS PROHIBITED OF THE FORT LUPTON MUNICIPAL CODE**

**WHEREAS**, City Council deems it necessary to revise the specific provisions of the Fort Lupton Municipal Code; and

**WHEREAS**, The International Fire Code and the Colorado Revised Statutes allows for the use of fireworks; and

**WHEREAS**, City Council finds that it is the best interest of the health, safety and welfare of the citizens that the provisions set forth herein be enacted.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO, AS FOLLOWS:**

Section 1: Chapter 10, Article XII, of the Fort Lupton Municipal Code is hereby amended as follows:

**Sec. 10-264.**

It shall be unlawful for any person to use or possess fireworks in violation of the International Fire Code as adopted by reference by this Code and the Colorado Revised Statutes §24-33.5-2001, et seq. (part 20), as amended

(Prior code 9-526-3-1; Ord. 645 §1, 1993; Ord. 2005-850, Part 1)

**INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED** this 18<sup>TH</sup> day of February 2020.

**PUBLISHED** in the Fort Lupton Press the 26<sup>th</sup> day of February 2020.

**FINALLY READ BY TITLE ONLY, PASSED AND ORDERED FINALLY PUBLISHED** by title only this 17<sup>th</sup> day of March 2020.


**PUBLISHED** in the Fort Lupton Press the 25<sup>th</sup> day of March 2020.

**EFFECTIVE** (after publication) the 24<sup>th</sup> day of April 2020.



CITY OF FORT LUPTON, COLORADO

  
Zo Stieber, Mayor

ATTEST:  
  
Maricela Peña, City Clerk

Approved as to form:



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Andy Ausmus, City Attorney



# Agenda Item Summary

**MEETING DATE:** February 20, 2024

**SUBJECT:** 4th Quarter 2023 Update

**PRESENTED BY:** Denise Rademacher, Finance Director

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## **SUMMARY**

Attached are December 2023 unaudited and January 2024 financial statements. This update will focus on 2023 actual vs. forecast results.

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## **FINANCIAL CONSIDERATIONS**

None.

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## **STAFF RECOMMENDATIONS/ACTIONS REQUIRED**

None.

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## **ATTACHMENTS**

2023 Unaudited Financial Report  
December Unaudited 2023 Financial Statements  
January 2024 Financial Statements  
Assessment Rate Chart  
Sample JP Morgan Chase Investment Securities Report  
January 2024 A/R Aging Report



# 2023 Unaudited Annual Finance Report

February 20, 2024

TOWN OF LOCHBUIE

# Economic Outlook

The U.S. economy surpassed expectations throughout 2023. The nation avoided a downturn, largely due to real consumer spending growth that endured even when challenged with high inflation. The labor market has cooled in response to monetary policy intervention, but unemployment remains low and wages continue to rise at a robust pace. Forecasters anticipate slower growth in 2024 but expect that the Federal Reserve has negotiated a soft landing with reduced risk of a near-term recession.

U.S. real gross domestic product (GDP), an inflation adjusted measure reflecting the value of goods and services produced in an economy, increased at an annual rate of 3.3% in 4Q 2023, down from 4.9% in 3Q. 2023 real GDP increased 3.1% compared to 1.9% in 2022. Despite higher borrowing costs and prices, consumers have continued to spend at a strong pace. The Congressional Budget Office forecasts national GDP to slow to 1.5% in 2024 because of weak growth in spending by consumers and governments and in investment by businesses. Colorado's 3Q GDP at 5.8% outpaced the national rate.

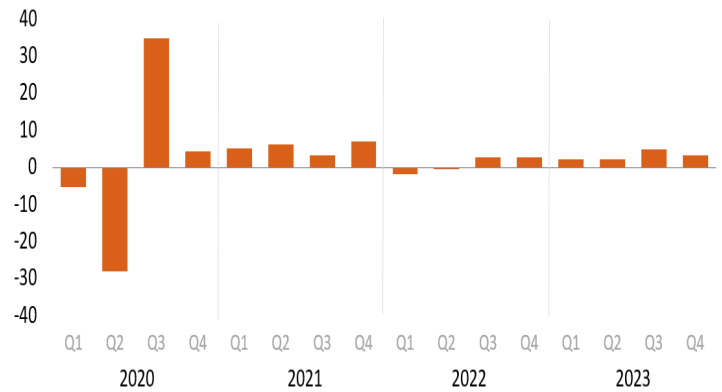
The Federal Reserve raised interest rates 7 times in 2022 and 4 times in 2023 in an effort to decrease consumer spending which accounts for 70% of economic activity. The Fed paused rate hikes following the July 2023 increase. Recent data also shows the Fed's actions are working and inflationary pressures are easing. While inflation remains above the target rate of 2.0%, the rate of inflation has fallen from the peak inflation of 9.1% in June 2022. See Table 1. The Colorado Legislative Council Staff estimates Colorado's CPI will exceed the national rate most notably due to housing costs, especially for renters, which continue to rise more quickly in Colorado than around the country. Colorado's CPI should dip slightly in 2025.

Colorado's labor market cooled slightly, but unemployment remains low with plentiful job openings, and rising wages. National unemployment ended the year at 3.7% while Colorado's statewide unemployment inched up to 3.4%.

Personal income increased 4.8% in Colorado through 3Q outpacing inflation. However, surging consumer prices diminished household savings rates, and debt is on the rise. The primary risk to the economic expansion will be the lingering effects of the Federal Reserve's aggressive steps to rein in inflation by raising interest rates and reducing the money supply. The intent of this monetary policy "tightening" is to suppress economy-wide demand, dampening prices and slowing inflation. The hope in 2024 is that the Fed will begin cutting rates. When rate cutting will begin and to what extent will depend on continued positive economic data including inflation nearing the Fed's target rate of 2%.

Source: U.S. and Colorado Economic Data at: <https://leg.colorado.gov/sites/default/files/images/dec2023forecastforposting.pdf>

Real GDP: Percent change from preceding quarter



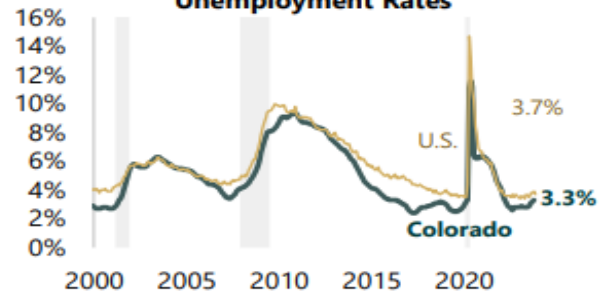
U.S. Bureau of Economic Analysis

Seasonally adjusted annual rates

Table 1

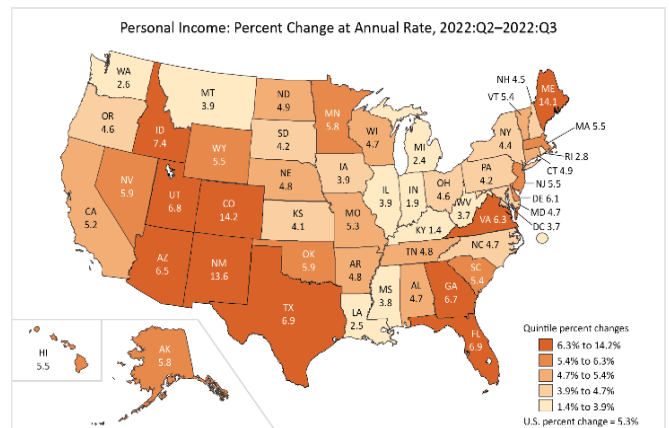
Jan	Feb	Mar	Apr	May	June	July
6.4%	6.0%	5.0%	4.9%	4.0%	3.0%	3.2%
Aug	Sept	Oct	Nov	Dec	Year over Year	
3.7%	3.7%	3.2%	3.1%	3.4%	3.9%	

Unemployment Rates



Source: U.S. Bureau of Labor Statistics. Data are seasonally adjusted. U.S. data are through November 2023. Colorado data are through October 2023.

Personal Income: Percent Change at Annual Rate, 2022:Q2-2023:Q3



U.S. Bureau of Economic Analysis



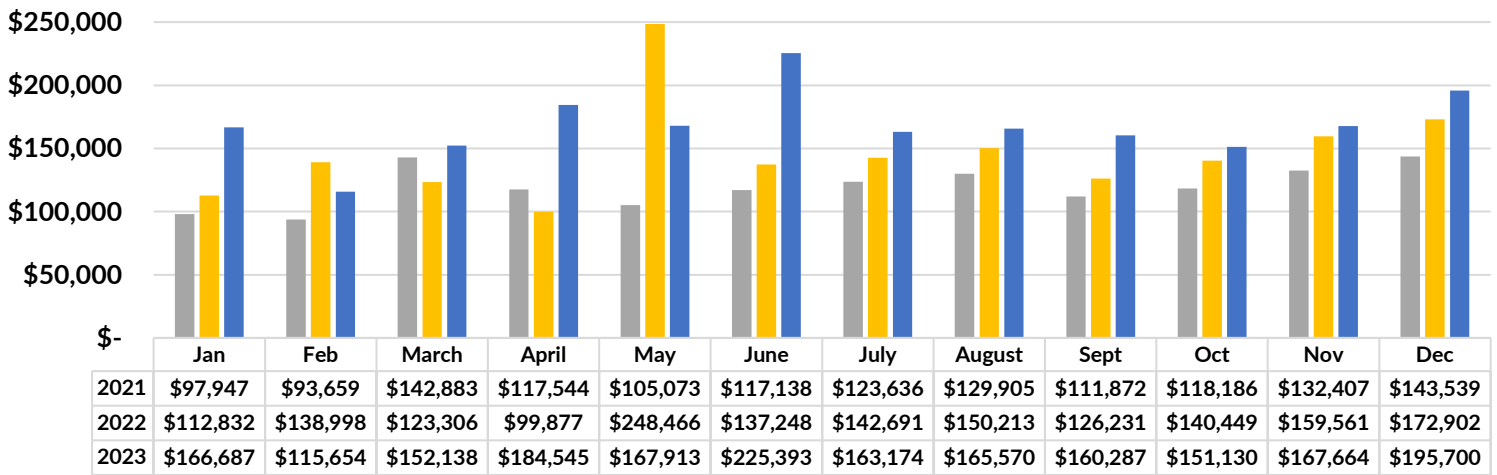
## Revenues (General Fund Sources of Funds)

**Sales Tax** – Sales tax is the main source of tax revenue for Lochbuie. As a Statutory Town, the Department of Revenue collects and remits sales tax collected on behalf of the Town. Vendors remit the prior month’s sales tax to the Department of Revenue by the 20<sup>th</sup> of the month. The State then remits the funds to the locality usually within the first week of the following month.

2023 4Q collections exceeded 2022 by 8.8% (\$514,494 vs. \$472,913, respectively). December remittances were higher than normal, reflecting a strong retail holiday season.

**Forecast vs. Actual** – 2023 full year (FY) actual exceeded forecast by \$43K (\$1.972M forecast vs. \$2.015M actual) with actual monthly collections averaging \$168K. 2023 marks the first year State collected sales tax has exceeded \$2M. See graph below.

State Collected Sales Tax



**Motor Vehicle Use Tax (MV)** – Auto sales are subject to *sales* tax when sold *within* town limits. Lochbuie has no auto dealers *within* Town limits hence, motor vehicles, trailers, and semi-trailers purchased *outside* the town by Lochbuie residents are subject to the payment of *use* tax at the time of registration. Motor Vehicle Use Tax is collected by the Counties and remitted to the Town monthly. MV use tax is the Town's 2nd largest tax source.

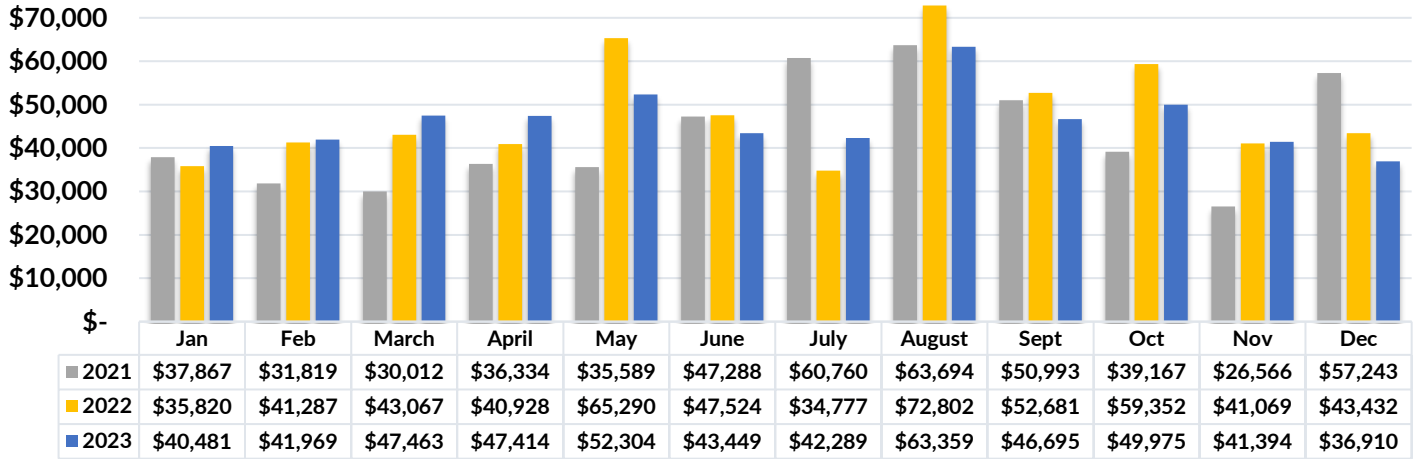
The Town collects only 2% on Motor Vehicle sales, not the full 4% sales tax. Staff recommends a ballot question this November asking voters to raise the Motor Vehicle use tax 2% to match the current sales tax rate of 4%.

**Forecast vs. Actual-** 2023 FY actual missed forecast by \$3K (\$557K forecast vs. \$554K actual). According to the 3Q Colorado Automotive Dealers Association report, auto sales are facing a mixed forecast. In their 3Q report, they cite ongoing pent-up demand, higher wages, low unemployment, and improved technology as key factors supporting new vehicle sales. On the downside, high vehicle prices due to inflation and supply issues, higher interest rates, economic uncertainty, resumption of student loan payments, and the depletion of pandemic savings as factors weighing on sales. Colorado new vehicle registrations are expected to increase 7.8% in 2023 and 5.1% in 2024. (209K vs. 220K, respectively).

Colorado 3Q YTD new vehicle registrations increased 5.5% vs. 2022 compared to the nationwide increase of 7.0%. However, State electric vehicle sales showed continued strength with market share increasing from 10.2% in 2Q to 13.0% in 3Q. 3Q new retail light vehicle registrations grew more in Northern Colorado (7.8% increase vs. 2022) than other markets. Ford and Toyota were the top selling brands in Northern Colorado.

In light of this pending growth, perhaps the Town should invest in / promote the availability of charging stations along the I-76 corridor and within the Town itself.

## County Collected Motor Vehicle Sales Tax

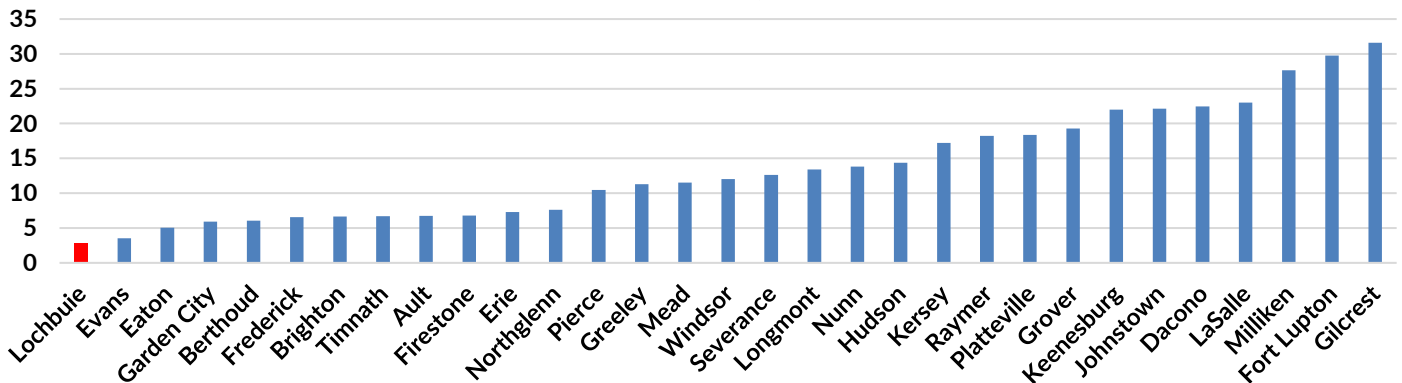


**Property Tax** – All property was reappraised in 2023 using market information from January 1, 2021, through June 30, 2022. Reappraisals occur every two years in Colorado. Current assessment rates are attached. Source: Weld County Assessor’s Office.

As the chart indicates, the 2023 residential assessment rate declined to 6.7% for taxes due in 2024. Beginning with tax year 2023 (payable in 2024), the State is set to backfill any reductions in property tax as a result of the temporary decrease in residential assessment rates. However, based on early indications from CML, there is a strong possibility that there may not be much, if any, backfill money left after the state backfills priority special districts such as fire protection districts. More information should be available after March 1, which is when assessors submit their revenue reduction reports showing SB22-238 and SB23B-001’s impacts.

Lochbuie continues to have the lowest General Operating mill levy in Weld County. For budget year 2024, the Town’s General Operating mill levy is 2.802 mills, and its Bond Redemption levy is 3.477 mills for a total mill levy of 6.279. *The General Operating levy pays for general operating expenses and results in just over \$257K in annual revenue.*

## 2024 Budget Year General Operating Mill Levies



**Building Use Tax / Building Permit Fees** – 2023 Budget included 125 single-family dwellings (SFD) amongst various developments. FY 2023, the Town issued 157 SFD permits compared to 123 in 2022. See tables below.



Year	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	FY Total
2022	4	2	18	15	31	21	17	7	0	3	0	5	123
2023	2	15	16	9	15	19	17	6	23	17	6	12	157

Development	2023 Budget	2023 FY	Lots Remaining 12/31/23	Lots Budgeted 2024
Lochbuie Station (Aspen View Homes)	40	68	46	46
Silver Peaks East (DR Horton)	60	76	5	5
Blue Lake (Filing 2 Phases 2 & 3)	25	0	194	30
SP PA4 (including Phase 1A)	0	13	235	71
<b>Total</b>	<b>125</b>	<b>157</b>	<b>480</b>	<b>152</b>

**Forecast vs. Actual** – The Colorado housing market slowed dramatically at the end of 2023 with houses remaining on the market longer as the rate of a 30-year mortgage exceeded 7%. The 3Q 2023 forecast was revised to 164 SFD but fell slightly short. *The Town continues to rely heavily on revenues associated with development.*

As with the MV Use tax rate, the Town collects only 2% Building Use tax on building materials, not the full 4% sales tax. Staff recommends a ballot question this November asking voters to raise the Building Use tax 2% to match the current sales tax rate of 4%.

Colorado added 36,571 people in 2023 bringing its population to 5,877,610 as of July 1, 2023, up from the 29,443 people added in the July 1, 2022, count.

**Figure 31. Projected Net Migration (2023-2030), by County**



Source: Colorado Department of Local Affairs, State Demographer’s Office

According to the Office of State Planning & Budgeting, Colorado’s population is expected to grow through 2026, peaking with a 1.3% growth rate before trending down slowly for the next two decades. The highest numbers of newly moved residents through 2030 are expected in El Paso, **Weld**, **Adams** and Larimer counties. See map above. Based on this forecast, the Town should continue to see residential growth which will hopefully spur more commercial growth as well.

However, high home values, water shortages, traffic congestion, and air quality may dissuade people from relocating to our state.

Due to the volatility and one-time nature of building related revenues, in 2023 the Board approved creating a Capital Improvement Fund to transfer a portion of these revenues out of the General Fund to be used for one-time projects.

## General Fund Revenue Summary

Revenue	2023 Unaudited Actual	2023 FY Forecast	2023 Budget	Actual B / (W) Forecast
Property Tax	\$561,560	\$561,560	\$560,101	\$-
General Sales Tax	\$2,015,855	\$1,972,500	\$1,400,000	\$43,355
MV Tax	\$553,702	\$557,000	\$450,000	(\$3,298)
Building Use Tax	\$527,693	\$532,500	\$368,000	(\$4,806)
Other Tax	\$63,274	\$63,496	\$82,250	(\$222)
Franchise Fees	\$219,899	\$214,099	\$216,200	\$5,800
License & Permits	\$560,267	\$566,276	\$479,008	(\$6,009)
Intergovernmental	\$261,138	\$262,100	\$254,008	(\$962)
Grants	\$48,317	\$276,435	\$1,466,500	(\$228,118)
Fees	\$250,440	\$254,031	\$187,329	(\$3,590)
Fines & Forfeits	\$79,436	\$80,990	\$75,350	(\$1,554)
Trash Service	\$541,669	\$541,799	\$545,600	(\$1,30)
Other	\$1,522,828	\$1,504,702	\$744,463	\$18,125
<b>Total Revenue</b>	<b>\$7,206,078</b>	<b>\$7,387,488</b>	<b>\$6,828,809</b>	<b>(\$181,410)</b>

Significant actual variances vs. forecast were mainly attributable to better-than-expected December sales tax, delays in construction of the Greenway Trail, and higher developer reimbursements. Unaudited results indicate revenues will be \$181K less than FY forecast.

## Expenditures (General Fund Uses of Funds)

**Administration** - Construction delays associated with the Greenway Trail accounted for \$188K of the \$157K actual vs. forecast variance.

## General Fund Expenditure Summary

Expense	2023 Unaudited Actual	2023 FY Forecast	2023 Budget	Actual B / (W) Forecast
Legislative	\$144,740	\$146,244	\$158,361	\$1,505
Judicial	\$49,524	\$49,543	\$58,186	\$19
Administration	\$539,618	\$728,054	\$1,221,408	\$188,436
Police	\$1,866,821	\$1,864,696	\$1,942,580	(\$2,125)
Community Dev.	\$909,645	\$897,098	\$943,791	(\$12,547)
Street	\$1,104,303	\$1,085,940	\$3,221,780	(\$18,363)
Parks	\$267,136	\$267,874	\$287,868	\$739
Trash	\$501,554	\$501,340	\$497,500	(\$214)
Debt Service	\$317,000	\$317,000	\$317,000	\$-
<b>Total Expenses</b>	<b>\$5,700,341</b>	<b>\$5,857,789</b>	<b>\$8,648,475</b>	<b>\$157,450</b>

Unaudited results indicate expenses to be \$157K lower than FY forecast mainly due to the aforementioned.

The 2023 General Fund unaudited actual ending fund balance is estimated to be \$24K less than FY forecast (\$9,488,298 vs. \$9,512,257, respectively) mainly due to delays in the Greenway Trail project.

## Conservation Trust Fund

**Revenue:**

**Lottery Proceeds** - Conservation Trust Funds are the portion of Lottery proceeds constitutionally mandated to be distributed directly to local governments, based on population, for acquiring and maintaining parks, open space, and

recreational facilities. Lottery proceeds are allocated as follows: 50% Great Outdoors Colorado Trust Fund (GOCO), 40% Conservation Trust Fund, and 10% Colorado Division of Parks & Outdoor Recreation. CTF is distributed quarterly. 2023 actual revenues exceeded FY forecast by \$114 (\$375,682 vs. \$375,568, respectively).

**Expense:**

2023 unaudited actual expenses are \$182K less than FY forecast due to delays in the Greenway Trail project. 2023 ending fund balance will be \$182K less than FY forecast (\$252,467 vs. \$70,563, respectively). **The 2024 CTF Budget will need to be amended if the 2023 unexpended CTF funds (\$182K) are to be spent on the Greenway Trail.**

## Water Fund

**Revenue:**

FY 2023 unaudited actual water sales were 3.3% lower than FY 2022 (\$2.4M vs. \$2.48M, respectively) due to above average participation in the spring and early summer. 2023 actual water sales missed FY forecast by \$14K.

Most other water revenue accounts are associated with development. 2023 FY actual SFD permits fell just shy of the reduced forecast.

FY 2023 unaudited actual revenue is anticipated to miss FY forecast by approximately \$22K. See table below.

Revenue	2023 Unaudited Actual	2023 FY Forecast	2023 Budget	Actual B / (W) Forecast
Water Sales	\$2,399,126	\$2,413,000	\$2,500,000	(\$13,874)
Other Water Ops	\$387,404	\$388,372	\$126,200	(\$968)
Intergovernmental	\$-	\$-	\$5,000,000	\$-
Water PIF	\$1,407,043	\$1,416,012	\$1,121,125	(\$8,969)
Other Fees	\$1,273,749	\$1,272,364	\$387,325	\$1,386
<b>Total Revenue</b>	<b>\$5,467,322</b>	<b>\$5,489,748</b>	<b>\$9,134,650</b>	<b>(\$22,425)</b>

**Expense:**

Many of the CIP included in the 2023 Operations Budget will be moved to 2024 and beyond.

Expense	2023 Unaudited Actual	2023 FY Forecast	2023 Budget	Actual B / (W) Forecast
Operations	\$1,521,135	\$1,586,770	\$10,529,605	\$65,635
Administration	\$768,760	\$771,861	\$864,943	\$3,101
Debt Service	\$164,256	\$164,256	\$164,256	\$-
<b>Total Expense</b>	<b>\$2,454,151</b>	<b>\$2,522,887</b>	<b>\$11,558,804</b>	<b>\$68,736</b>

The 2023 Water Fund unaudited actual ending cash fund balance is estimated to be \$46K more than FY forecast (\$20,010,158 vs. 19,963,848, respectively).

## Wastewater Fund

**Revenue:**

FY 2023 unaudited actual wastewater revenues were \$37.8K above FY forecast (\$5,142,045 vs. \$5,104,236, respectively) mainly due to better than forecast City of Brighton Flow and Treatment PIF revenues.

Most other wastewater revenue accounts are associated with development. 2023 FY actual SFD permits fell just shy of the reduced forecast.

Revenue	2023 Unaudited Actual	2023 FY Forecast	2023 Budget	Actual B / (W) Forecast
Sewer Services	\$1,139,508	\$1,139,100	\$1,078,000	\$408
Collection PIF	\$609,578	\$613,478	\$487,500	(\$3,900)
Treatment PIF	\$1,732,545	\$1,708,395	\$1,328,250	\$24,150
Other Fees	\$45,684	\$46,075	\$37,300	(\$391)
Brighton Flows	\$1,083,913	\$1,069,500	\$1,000,000	\$14,413
Other	\$530,817	\$527,688	\$253,000	\$3,129
<b>Total Revenue</b>	<b>\$5,142,045</b>	<b>\$5,104,236</b>	<b>\$4,184,050</b>	<b>\$37,809</b>

**Expense:**

As with the Water Fund, many of the CIP included in the 2023 Operations / Collections Budgets, will be moved to 2024 and beyond.

Expense	2023 Unaudited Actual	2023 FY Forecast	2023 Budget	Actual B / (W) Forecast
Operations	\$978,208	\$961,949	\$2,991,900	(\$16,259)
Collections	\$161,912	\$161,972	\$673,685	\$61
Administration	\$421,758	\$421,987	\$465,293	\$229
<b>Total Expense</b>	<b>\$1,561,878</b>	<b>\$1,545,908</b>	<b>\$4,130,878</b>	<b>(\$15,970)</b>

The 2023 Wastewater Fund unaudited actual ending cash fund balance is estimated to be \$22K more than FY forecast (\$17,126,279 vs. \$17,104,441, respectively).

## Oil & Exclusion Fund

The Oil & Exclusion Fund was created as required by statute to be the repository for any increased amounts of revenue collected as a result of the exclusion of new primary oil or gas production as specified by law. Money in the fund shall be used exclusively for any increase in the level of services provided by the Town which occurs as a result of new primary oil or gas production.

This fund was not utilized in 2023 because the County Certification of Valuation did not list any New Primary Oil & Gas production in the Town during the assessment period.

## Other Finance Department Items

**Banking / Investments** – The Town has accounts at JP Morgan Chase, ColoTrust, CSIP, and CSafe.

The funds in Chase are covered by the Public Deposit Protection Act or PDPA. The purpose of the PDPA is to ensure that public funds held on deposit in eligible public depositories are protected in the event that the eligible public depository holding the public deposits becomes insolvent.

ColoTrust / CSIP / CSafe are local government investment pools. Investment Pools are organized pursuant to CRS 24-75-701, et seq. in accordance with the “Pooling Act” which states that any county, city and county, city, town, school district, special district, or other political subdivision of the state, or any department, agency, or instrumentality thereof, or any political or public corporation of the state (local government) is authorized to pool any moneys in the treasury of such local government which are not required to be disbursed, with the same such moneys in the treasury of any other local government in order to take advantage of short-term investments and maximize net interest earnings. The pool trust funds may only invest in securities that all participating local governments may individually invest in. All three institutions offer safety and liquidity.

In mid-November 2023, the Town converted three Chase accounts from regular savings / checking accounts into sweep accounts. A sweep account automatically transfers amounts exceeding a certain amount into a higher interest-earning investment account at the close of each business day. The three accounts are invested nightly into

money market accounts invested in U.S. Treasuries. The current 7-day yield is 4.92%. The bank charges \$100/account/month and a .25 basis points fee. In 2023, the accounts earned over \$20K in interest and paid \$2.6K in fees.

Finally, the Town's investment policy stipulates certain reporting requirements. Per the policy, the Investment Officer is to prepare a quarterly report for the Town Administrator and the Board of Trustees. In order to comply with this requirement, staff contacted JP Morgan Chase Securities (JPMCS) and asked them to prepare a quarterly report including the securities purchased through JPMCS. Attached is sample of the report which will be prepared quarterly and presented with the finance report. Staff is also working on a spreadsheet which will include funds invested in the three investment pools. The spreadsheet will be updated monthly and will be part of the finance staff report.

**2023 Audit** – The 2023 Audit is underway. On-site field work is scheduled for early March 2024 with a draft audit expected by early May.

**SRF Loan Application** – The SRF (State Revolving Fund) loan application was submitted on January 5, 2024. The application was reviewed, and a credit report was prepared by DOLA. The report recommended approval for the total amount requested - \$8M, 3.3%, 20-year loan. The report also indicated that the Town is eligible for approximately \$1M in Principal Forgiveness which is the maximum allowed for a BIL (Bipartisan Infrastructure Law) DWRF (Drinking Water Revolving Fund) loan. The loan application will be reviewed at the March 8, 2024, CWRPDA (Colorado Water Resources and Power Development Authority) board meeting and the Town will be notified shortly thereafter whether the funding was approved.

TOWN OF LOCHBUIE  
 COMBINED CASH INVESTMENT  
 DECEMBER 31, 2023

COMBINED CASH ACCOUNTS

01-1000015	CHASE-OPERATING ACCOUNT	1,734,609.83
01-1000016	CSIP	8,203,492.05
01-1000017	CSAFE	8,220,346.58
01-1000020	CASH ON HAND	600.00
01-1000021	CASH - PETTY CASH	350.00
01-1000031	CHASE-SEWER TREATMENT PIFS	1,090,688.02
01-1000057	COLOTRUST - POOLED FUNDS	8,821,445.02
01-1000058	CHASE-CD-SEWER TREATMENT PIF	6,725,171.22
01-1000059	CHASE-CD-ARPA FUNDS	1,837,181.46
01-1000060	CHASE - SCHOOL CONTRIBUTION	416,905.77
01-1000061	CHASE - SILVERPEAKS SUPPLY	855,376.28
01-1000062	CHASE - INTERSTATE EXCHANGE	450,003.09
01-1000063	CHASE - AMERICAN RESCUE PLAN	40.67
01-1000070	DEPOSITS	1,320.00
01-1000071	JPMC FEDERAL HOME LOAN-2/2025	1,505,505.23
01-1000072	JPMC FEDERAL FARM CR-7/2025	1,509,180.14
01-1000073	JPMC T BILL - 8/24	2,913,675.21
01-1000074	JPMC T BILL - 2/24	1,987,188.66
01-1000752	XBP EFT CLEARING	36,160.77
01-1000761	A/R CLEARING ACCOUNT	2,943.41
01-2000203	ACCOUNTS PAYABLE	( 2,943.41)
	TOTAL COMBINED CASH	46,309,240.00
01-1000010	CASH ALLOCATED TO OTHER FUNDS	( 46,309,240.00)
	TOTAL UNALLOCATED CASH	<u>.00</u>

CASH ALLOCATION RECONCILIATION

10	ALLOCATION TO GENERAL FUND	9,152,319.01
20	ALLOCATION TO CONSERVATION TRUST FUND	337,717.95
50	ALLOCATION TO WATER FUND	20,125,566.91
55	ALLOCATION TO SEWER FUND	16,693,636.13
	TOTAL ALLOCATIONS TO OTHER FUNDS	46,309,240.00
	ALLOCATION FROM COMBINED CASH FUND - 01-1000010	( 46,309,240.00)
	ZERO PROOF IF ALLOCATIONS BALANCE	<u>.00</u>

TOWN OF LOCHBUIE  
 BALANCE SHEET  
 DECEMBER 31, 2023

GENERAL FUND

ASSETS

10-1000010	CASH IN COMBINED FUND	9,152,319.01	
10-1000057	VEHICLE ESCROW-159950.1-'24 DT	391,551.71	
10-1000060	A/R - CUSTOMERS	5,143.80	
10-1000069	CASH WITH COUNTY TREASURER	40,630.39	
10-1000070	PROPERTY TAX RECEIVABLE	560,101.00	
10-1000088	A/R DEVELOPERS	( 165,707.82)	
10-1000091	DUE FROM OTHER GOVTS	429,008.69	
	TOTAL ASSETS		10,413,046.78

LIABILITIES AND EQUITY

LIABILITIES

10-2000203	ACCOUNTS PAYABLE	305,939.34	
10-2000204	UNCLAIMED PROPERTY	1,810.22	
10-2000206	ACCRUED WAGES PAYABLE	28,114.73	
10-2000234	PUBLIC SAFETY SURCHARGE	22,800.00	
10-2000241	DEFERRED REVENUE- PROPERTY TAX	560,101.00	
10-2000390	SILVER PEAKS DEVEL SURCHG	5,984.66	
	TOTAL LIABILITIES		924,749.95

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
10-2000801	CURRENT FUND BALANCE	7,982,557.96	
	REVENUE OVER EXPENDITURES - YTD	1,505,738.87	
	BALANCE - CURRENT DATE	9,488,296.83	
	TOTAL FUND EQUITY		9,488,296.83
	TOTAL LIABILITIES AND EQUITY		10,413,046.78

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

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAX</u>					
10-320-1600	PROPERTY TAX	561,560.10	561,560.10	560,101.00 ( 1,459.10)	100.3
10-320-1605	SPECIFIC OWNERSHIP TAX	24,317.52	24,317.52	45,000.00	20,682.48 54.0
10-320-1610	GENERAL SALES TAX	2,015,854.87	2,015,854.87	1,400,000.00 ( 615,854.87)	144.0
10-320-1615	MOTOR VEHICLE SALES TAX	553,701.57	553,701.57	450,000.00 ( 103,701.57)	123.0
10-320-1620	BUILDING USE TAX	527,693.45	527,693.45	368,000.00 ( 159,693.45)	143.4
10-320-1621	OCCUPATIONAL TAX	350.00	350.00	750.00	400.00 46.7
10-320-1622	ROAD AND BRIDGE DISTRIBUTION	38,606.09	38,606.09	36,500.00 ( 2,106.09)	105.8
	TOTAL TAX	3,722,083.60	3,722,083.60	2,860,351.00 ( 861,732.60)	130.1
<u>FRANCHISES</u>					
10-325-1625	FRANCHISE FEE - UNITED POWER	113,449.64	113,449.64	112,000.00 ( 1,449.64)	101.3
10-325-1635	FRANCHISE FEE-COMCAST	46,882.85	46,882.85	50,000.00	3,117.15 93.8
10-325-1640	FRANCHISE FEE - XCEL	58,366.80	58,366.80	53,000.00 ( 5,366.80)	110.1
10-325-1925	FRANCHISE FEE - CENTURY LINK	1,200.00	1,200.00	1,200.00	.00 100.0
	TOTAL FRANCHISES	219,899.29	219,899.29	216,200.00 ( 3,699.29)	101.7
<u>LICENSE &amp; PERMIT</u>					
10-330-1700	BUSINESS LICENSES	9,923.75	9,923.75	16,000.00	6,076.25 62.0
10-330-1701	LIQUOR LICENSES	401.25	401.25	1,508.00	1,106.75 26.6
10-330-1702	PUBLIC RIGHT OF WAY PERMIT	46,380.34	46,380.34	75,000.00	28,619.66 61.8
10-330-1705	BUILDING PERMITS	502,166.92	502,166.92	385,500.00 ( 116,666.92)	130.3
10-330-1714	OTHER PERMITS	865.00	865.00	500.00 ( 365.00)	173.0
10-330-1715	ANIMAL PERMITS	530.00	530.00	500.00 ( 30.00)	106.0
	TOTAL LICENSE & PERMIT	560,267.26	560,267.26	479,008.00 ( 81,259.26)	117.0
<u>INTERGOVERNMENTAL</u>					
10-335-1725	HUTF	230,685.52	230,685.52	222,508.00 ( 8,177.52)	103.7
10-335-1730	CIGARETTE TAX	3,742.68	3,742.68	2,500.00 ( 1,242.68)	149.7
10-335-1740	MOTOR VEHICLE	26,709.79	26,709.79	29,000.00	2,290.21 92.1
	TOTAL INTERGOVERNMENTAL	261,137.99	261,137.99	254,008.00 ( 7,129.99)	102.8



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

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>GRANTS</u>					
10-340-1250 POST TRAINING REIMBURSEMENTS	1,169.00	1,169.00	4,000.00	2,831.00	29.2
10-340-1301 DOLA - COMP PLAN GRANT	29,824.38	29,824.38	100,000.00	70,175.62	29.8
10-340-1302 DOLA - CR 4 BRIDGE REPAIR	.00	.00	500,000.00	500,000.00	.0
10-340-1729 CDOT - GREENWAY TRAILS	17,323.79	17,323.79	350,000.00	332,676.21	5.0
10-340-1730 CDOT - 1-76 SIGNALIZATION	.00	.00	500,000.00	500,000.00	.0
10-340-1731 PARK IMPROVEMENT GRANT	.00	.00	12,500.00	12,500.00	.0
<b>TOTAL GRANTS</b>	<b>48,317.17</b>	<b>48,317.17</b>	<b>1,466,500.00</b>	<b>1,418,182.83</b>	<b>3.3</b>
<u>FEEES</u>					
10-350-1804 ADMINISTRATION SERVICES	72,633.53	72,633.53	53,800.00	( 18,833.53)	135.0
10-350-1806 PLAN REVIEW FEE	44,802.52	44,802.52	24,500.00	( 20,302.52)	182.9
10-350-1808 COURT BOND FEE	375.00	375.00	150.00	( 225.00)	250.0
10-350-1809 LAND USE APPLICATION	4,589.72	4,589.72	.00	( 4,589.72)	.0
10-350-1810 COPY FEES	592.50	592.50	600.00	7.50	98.8
10-350-1812 BAG FEE	2,771.94	2,771.94	.00	( 2,771.94)	.0
10-350-1817 INFRASTRUCTURE FEE	63,594.06	63,594.06	51,104.00	( 12,490.06)	124.4
10-350-1818 INTERSTATE EXCHANGE	50,876.13	50,876.13	49,050.00	( 1,826.13)	103.7
10-350-1819 PUBLIC SAFETY FEE	10,205.00	10,205.00	8,125.00	( 2,080.00)	125.6
<b>TOTAL FEES</b>	<b>250,440.40</b>	<b>250,440.40</b>	<b>187,329.00</b>	<b>( 63,111.40)</b>	<b>133.7</b>
<u>FINES &amp; FORFEITS</u>					
10-360-1825 FINES - GENERAL	57,620.66	57,620.66	55,800.00	( 1,820.66)	103.3
10-360-1831 VIN INSPECTION FEES	725.00	725.00	1,250.00	525.00	58.0
10-360-1832 COURT FEES	15,820.00	15,820.00	12,000.00	( 3,820.00)	131.8
10-360-1885 CASH BOND	1,000.00	1,000.00	1,800.00	800.00	55.6
10-360-1886 SEX OFFENDER REGISTRY FEE	1,350.00	1,350.00	2,000.00	650.00	67.5
10-360-1994 VEHICLE IMPOUNDS	2,920.00	2,920.00	2,500.00	( 420.00)	116.8
<b>TOTAL FINES &amp; FORFEITS</b>	<b>79,435.66</b>	<b>79,435.66</b>	<b>75,350.00</b>	<b>( 4,085.66)</b>	<b>105.4</b>
<u>TRASH SERVICE REVENUE</u>					
10-365-1510 DELINQUENT NOTICE	8,994.60	8,994.60	8,500.00	( 494.60)	105.8
10-365-1812 ACCOUNT SETUP/TRANSFER FEE	846.00	846.00	800.00	( 46.00)	105.8
10-365-1990 OTHER REVENUE	354.00	354.00	300.00	( 54.00)	118.0
10-365-2000 TRASH SERVICE	531,474.53	531,474.53	536,000.00	4,525.47	99.2
<b>TOTAL TRASH SERVICE REVENUE</b>	<b>541,669.13</b>	<b>541,669.13</b>	<b>545,600.00</b>	<b>3,930.87</b>	<b>99.3</b>

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

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>OTHER</u>					
10-370-1850 INTEREST EARNED	301,631.63	301,631.63	156,000.00	( 145,631.63)	193.4
10-370-1852 DEVELOPER REIMBURSEMENTS	364,880.63	364,880.63	300,000.00	( 64,880.63)	121.6
10-370-1854 UNREALIZED GAIN/LOSS ON INVEST	24,312.59	24,312.59	.00	( 24,312.59)	.0
10-370-1855 T MOBILE RENTAL	27,083.04	27,083.04	29,578.00	2,494.96	91.6
10-370-1856 VERIZON WIRELESS LEASE	11,885.08	11,885.08	11,885.00	( .08)	100.0
10-370-1870 PROCEEDS ON SALE OF ASSETS	17,760.00	17,760.00	.00	( 17,760.00)	.0
10-370-1930 INSURANCE PROCEEDS	14,352.27	14,352.27	.00	( 14,352.27)	.0
10-370-1955 OIL & GAS ROYALTIES	20,002.39	20,002.39	25,000.00	4,997.61	80.0
10-370-1956 MINERAL LEASE	60,045.39	60,045.39	40,000.00	( 20,045.39)	150.1
10-370-1957 SEVERANCE TAX	250,742.58	250,742.58	150,000.00	( 100,742.58)	167.2
10-370-1962 EVENTS & FESTIVALS	27,269.00	27,269.00	7,000.00	( 20,269.00)	389.6
10-370-1990 OTHER REVENUE	20,964.04	20,964.04	22,000.00	1,035.96	95.3
10-370-1991 UNITED POWER CAPITAL CREDITS	2,854.00	2,854.00	3,000.00	146.00	95.1
10-370-1998 LEASE PROCEEDS	379,045.00	379,045.00	.00	( 379,045.00)	.0
TOTAL OTHER	1,522,827.64	1,522,827.64	744,463.00	( 778,364.64)	204.6
TOTAL FUND REVENUE	7,206,078.14	7,206,078.14	6,828,809.00	( 377,269.14)	105.5

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

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEGISLATIVE</u>					
10-421-3010 REGULAR SALARIES	58,411.13	58,411.13	53,541.00	( 4,870.13)	109.1
10-421-3013 PAYROLL TAXES	927.72	927.72	847.00	( 80.72)	109.5
10-421-3065 PERA CONTRIBUTION	8,665.08	8,665.08	7,994.00	( 671.08)	108.4
10-421-3080 WORKERS COMP	55.75	55.75	61.00	5.25	91.4
10-421-3081 INSURANCE / 457 CONTRIBUTIONS	3,691.21	3,691.21	3,505.00	( 186.21)	105.3
10-421-3083 457 PLAN MATCH	337.50	337.50	468.00	130.50	72.1
10-421-3090 TRAINING	2,499.24	2,499.24	11,000.00	8,500.76	22.7
10-421-4020 OTHER FEES & PROF SERVICES	1,496.88	1,496.88	8,500.00	7,003.12	17.6
10-421-5700 VEHICLE ALLOWANCE	286.89	286.89	270.00	( 16.89)	106.3
10-421-5710 PHONE ALLOWANCE	164.81	164.81	207.00	42.19	79.6
10-421-6100 GENERAL SUPPLIES	139.72	139.72	500.00	360.28	27.9
10-421-6200 SPECIAL EVENTS	43,420.22	43,420.22	41,000.00	( 2,420.22)	105.9
10-421-7100 DUES & SUBSCRIPTIONS	15,768.00	15,768.00	15,968.00	200.00	98.8
10-421-7150 ELECTIONS	6,441.50	6,441.50	10,000.00	3,558.50	64.4
10-421-7250 RECORDING / PUBLISHING FEES	406.76	406.76	1,000.00	593.24	40.7
10-421-8880 OTHER EXPENSE	2,027.15	2,027.15	3,500.00	1,472.85	57.9
<b>TOTAL LEGISLATIVE</b>	<b>144,739.56</b>	<b>144,739.56</b>	<b>158,361.00</b>	<b>13,621.44</b>	<b>91.4</b>
<u>JUDICIAL</u>					
10-422-3010 REGULAR SALARIES	21,783.54	21,783.54	26,943.00	5,159.46	80.9
10-422-3011 OVERTIME PAY	1.76	1.76	275.00	273.24	.6
10-422-3013 PAYROLL TAXES	357.47	357.47	449.00	91.53	79.6
10-422-3065 PERA CONTRIBUTION	4,250.08	4,250.08	5,057.00	806.92	84.0
10-422-3080 WORKERS COMP	44.73	44.73	49.00	4.27	91.3
10-422-3081 INSURANCE / 457 CONTRIBUTIONS	5,292.80	5,292.80	6,214.00	921.20	85.2
10-422-3083 PLAN 457 MATCH	511.50	511.50	.00	( 511.50)	.0
10-422-3090 TRAINING	510.00	510.00	2,000.00	1,490.00	25.5
10-422-4000 JUDGE FEES	7,200.00	7,200.00	7,200.00	.00	100.0
10-422-4140 LEGAL & PROSECUTING ATTY FEES	7,200.00	7,200.00	8,200.00	1,000.00	87.8
10-422-4340 INTERPRETER SERVICE	1,675.99	1,675.99	1,200.00	( 475.99)	139.7
10-422-6100 GENERAL SUPPLIES	429.14	429.14	500.00	70.86	85.8
10-422-7100 DUES & SUBSCRIPTIONS	267.00	267.00	100.00	( 167.00)	267.0
<b>TOTAL JUDICIAL</b>	<b>49,524.01</b>	<b>49,524.01</b>	<b>58,187.00</b>	<b>8,662.99</b>	<b>85.1</b>

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

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
10-423-3010	208,712.07	208,712.07	195,785.00	( 12,927.07)	106.6
10-423-3011	92.33	92.33	375.00	282.67	24.6
10-423-3013	3,447.92	3,447.92	3,237.00	( 210.92)	106.5
10-423-3065	30,896.47	30,896.47	29,112.00	( 1,784.47)	106.1
10-423-3080	191.84	191.84	210.00	18.16	91.4
10-423-3081	25,369.03	25,369.03	24,849.00	( 520.03)	102.1
10-423-3083	2,250.00	2,250.00	2,412.00	162.00	93.3
10-423-3090	3,533.20	3,533.20	5,000.00	1,466.80	70.7
10-423-4020	63,346.01	63,346.01	103,420.00	40,073.99	61.3
10-423-4050	15,383.58	15,383.58	20,927.00	5,543.42	73.5
10-423-4100	7,666.66	7,666.66	8,000.00	333.34	95.8
10-423-4120	.00	.00	10,000.00	10,000.00	.0
10-423-4140	68,608.22	68,608.22	75,000.00	6,391.78	91.5
10-423-4380	4,479.98	4,479.98	5,000.00	520.02	89.6
10-423-4400	2,345.10	2,345.10	3,009.00	663.90	77.9
10-423-4460	15,500.00	15,500.00	11,750.00	( 3,750.00)	131.9
10-423-4470	1,515.16	1,515.16	1,600.00	84.84	94.7
10-423-5010	13,875.53	13,875.53	15,000.00	1,124.47	92.5
10-423-5300	514.60	514.60	2,750.00	2,235.40	18.7
10-423-5410	5,281.57	5,281.57	6,750.00	1,468.43	78.3
10-423-5420	194.31	194.31	800.00	605.69	24.3
10-423-5450	4,584.61	4,584.61	5,530.00	945.39	82.9
10-423-5500	2,083.73	2,083.73	2,000.00	( 83.73)	104.2
10-423-5700	669.36	669.36	630.00	( 39.36)	106.3
10-423-5710	720.56	720.56	963.00	242.44	74.8
10-423-5800	72.41	72.41	500.00	427.59	14.5
10-423-5850	1,892.89	1,892.89	1,800.00	( 92.89)	105.2
10-423-6100	2,930.47	2,930.47	3,500.00	569.53	83.7
10-423-6115	.00	.00	5,000.00	5,000.00	.0
10-423-7100	3,093.57	3,093.57	6,000.00	2,906.43	51.6
10-423-7200	5,620.68	5,620.68	5,601.00	( 19.68)	100.4
10-423-7220	591.65	591.65	500.00	( 91.65)	118.3
10-423-7221	11,614.30	11,614.30	11,400.00	( 214.30)	101.9
10-423-8880	2,499.33	2,499.33	3,000.00	500.67	83.3
10-423-9400	30,040.76	30,040.76	200,000.00	169,959.24	15.0
10-423-9401	.00	.00	450,000.00	450,000.00	.0
TOTAL ADMINISTRATION	539,617.90	539,617.90	1,221,410.00	681,792.10	44.2

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

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE</u>					
10-431-3010	REGULAR SALARIES	1,025,803.08	1,025,803.08	1,092,898.00	67,094.92 93.9
10-431-3011	OVERTIME PAY	51,977.47	51,977.47	24,175.00 (	27,802.47) 215.0
10-431-3013	PAYROLL TAXES	17,585.71	17,585.71	18,432.00	846.29 95.4
10-431-3060	FPPA RETIREMENT COST	111,535.05	111,535.05	122,686.00	11,150.95 90.9
10-431-3065	PERA CONTRIBUTION	22,292.32	22,292.32	20,936.00 (	1,356.32) 106.5
10-431-3080	WORKERS COMP	16,795.72	16,795.72	18,383.00	1,587.28 91.4
10-431-3081	INSURANCE / 457 CONTRIBUTIONS	138,763.19	138,763.19	151,508.00	12,744.81 91.6
10-431-3083	PLAN 457 MATCH	5,009.50	5,009.50	4,914.00 (	95.50) 101.9
10-431-3090	TRAINING	8,861.59	8,861.59	10,000.00	1,138.41 88.6
10-431-3091	PRE-HIRE EVALS	8,123.06	8,123.06	8,900.00	776.94 91.3
10-431-4020	OTHER FEES - PROF & TECH SRVCS	21,204.00	21,204.00	21,404.00	200.00 99.1
10-431-4021	WELD COUNTY DISPATCH	65,891.77	65,891.77	68,333.00	2,441.23 96.4
10-431-4022	VICTIMS ADVOCATE	34,142.77	34,142.77	40,000.00	5,857.23 85.4
10-431-4050	CONTRACT IT FEES	35,049.64	35,049.64	45,633.00	10,583.36 76.8
10-431-4140	LEGAL & PROSECUTING ATTY FEES	6,950.00	6,950.00	4,500.00 (	2,450.00) 154.4
10-431-4260	LABORATORY FEES	1,565.85	1,565.85	2,400.00	834.15 65.2
10-431-4460	R&M SVC'S BUILDINGS	11,283.97	11,283.97	7,250.00 (	4,033.97) 155.6
10-431-4475	PD LEASES	47,079.26	47,079.26	47,079.00 (	.26) 100.0
10-431-4476	COPIER LEASE	2,913.15	2,913.15	3,000.00	86.85 97.1
10-431-5010	INSURANCE/BONDS	38,559.68	38,559.68	40,000.00	1,440.32 96.4
10-431-5410	ELECTRIC/GAS UTILITIES	4,882.80	4,882.80	6,000.00	1,117.20 81.4
10-431-5420	TRASH FEES	130.66	130.66	850.00	719.34 15.4
10-431-5450	TELEPHONE SERVICE	13,370.34	13,370.34	13,200.00 (	170.34) 101.3
10-431-5500	PRINTING & PUBLISHING	2,751.62	2,751.62	1,500.00 (	1,251.62) 183.4
10-431-5710	PHONE ALLOWANCE	72.00	72.00	.00 (	72.00) .0
10-431-6100	GENERAL SUPPLIES	8,747.25	8,747.25	5,000.00 (	3,747.25) 175.0
10-431-6115	EQUIPMENT	7,506.90	7,506.90	15,000.00	7,493.10 50.1
10-431-6116	AMMUNITION	4,961.36	4,961.36	6,000.00	1,038.64 82.7
10-431-6120	UNIFORMS	19,802.08	19,802.08	17,500.00 (	2,302.08) 113.2
10-431-6200	FUEL & OIL	19,476.02	19,476.02	31,200.00	11,723.98 62.4
10-431-6500	REPAIRS AND MAINTENANCE	2,105.47	2,105.47	2,000.00 (	105.47) 105.3
10-431-6501	R&M FLEET	40,860.95	40,860.95	26,400.00 (	14,460.95) 154.8
10-431-7100	DUES	13,390.86	13,390.86	18,000.00	4,609.14 74.4
10-431-8880	OTHER EXPENSE	1,106.16	1,106.16	2,500.00	1,393.84 44.3
10-431-9400	CAPITAL OUTLAY / CONTINGENCY	56,269.35	56,269.35	45,000.00 (	11,269.35) 125.0
	TOTAL POLICE	1,866,820.60	1,866,820.60	1,942,581.00	75,760.40 96.1

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

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMUNITY DEVELOPMENT</u>					
10-432-3010	REGULAR SALARIES	100,231.76	100,231.76	120,044.00	19,812.24 83.5
10-432-3011	OVERTIME PAY	41.12	41.12	250.00	208.88 16.5
10-432-3013	PAYROLL TAXES	1,551.99	1,551.99	1,985.00	433.01 78.2
10-432-3065	PERA CONTRIBUTION	14,724.58	14,724.58	17,718.00	2,993.42 83.1
10-432-3080	WORKERS COMP	87.74	87.74	96.00	8.26 91.4
10-432-3081	INSURANCE / 457 CONTRIBUTIONS	12,354.38	12,354.38	17,839.00	5,484.62 69.3
10-432-3083	457 PLAN MATCH	1,243.00	1,243.00	1,963.00	720.00 63.3
10-432-3090	TRAINING	1,480.52	1,480.52	5,000.00	3,519.48 29.6
10-432-4050	CONTRACT IT FEES	11,051.00	11,051.00	10,463.00 (	588.00) 105.6
10-432-4055	CONTRACT PLANNING	.00	.00	35,533.00	35,533.00 .0
10-432-4070	CONTRACT BLDG INSPECTION SVCS	355,481.40	355,481.40	241,500.00 (	113,981.40) 147.2
10-432-4120	ENGINEERING FEES	15,542.00	15,542.00	20,000.00	4,458.00 77.7
10-432-4140	LEGAL FEES	10,555.50	10,555.50	10,000.00 (	555.50) 105.6
10-432-5450	TELEPHONE SERVICE	487.32	487.32	500.00	12.68 97.5
10-432-5710	PHONE ALLOWANCE	24.00	24.00	.00 (	24.00) .0
10-432-6100	GENERAL SUPPLIES	756.19	756.19	500.00 (	256.19) 151.2
10-432-7100	DUES	1,434.88	1,434.88	1,400.00 (	34.88) 102.5
10-432-7291	DEVELOPER EXP-REIMBURSABLE	342,562.73	342,562.73	300,000.00 (	42,562.73) 114.2
10-432-8880	OTHER EXPENSE	1,658.41	1,658.41	1,000.00 (	658.41) 165.8
10-432-9400	CAP OUTLAY - EQUIPMENT	6,719.00	6,719.00	8,000.00	1,281.00 84.0
10-432-9401	COMP PLAN GRANT	31,657.40	31,657.40	150,000.00	118,342.60 21.1
	TOTAL COMMUNITY DEVELOPMENT	909,644.92	909,644.92	943,791.00	34,146.08 96.4

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

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS/STREETS</u>					
10-441-3010	REGULAR SALARIES	73,152.40	73,152.40	75,482.00	2,329.60 96.9
10-441-3011	OVERTIME PAY	2,726.43	2,726.43	1,800.00 ( 926.43)	151.5
10-441-3013	PAYROLL TAXES	1,251.76	1,251.76	1,275.00	23.24 98.2
10-441-3065	PERA CONTRIBUTION	11,137.55	11,137.55	11,407.00	269.45 97.6
10-441-3080	WORKERS COMP	994.97	994.97	1,089.00	94.03 91.4
10-441-3081	INSURANCE / 457 CONTRIBUTIONS	13,518.60	13,518.60	14,184.00	665.40 95.3
10-441-3083	PLAN 457 MATCH	905.80	905.80	1,014.00	108.20 89.3
10-441-3090	TRAINING	2,853.33	2,853.33	5,500.00	2,646.67 51.9
10-441-4050	CONTRACT IT FEES	5,518.67	5,518.67	6,713.00	1,194.33 82.2
10-441-4120	ENGINEERING FEES	37,958.47	37,958.47	36,000.00 ( 1,958.47)	105.4
10-441-4420	REP & MAINT - BUILDINGS	5,524.18	5,524.18	5,000.00 ( 524.18)	110.5
10-441-4476	LEASE - PW EQUIPMENT	18,966.23	18,966.23	28,566.00	9,599.77 66.4
10-441-4480	R&M SVC'S STREETS	453,199.94	453,199.94	900,000.00	446,800.06 50.4
10-441-4485	SNOW REMOVAL	31,730.18	31,730.18	30,000.00 ( 1,730.18)	105.8
10-441-5010	INSURANCE/BONDS	10,575.07	10,575.07	11,000.00	424.93 96.1
10-441-5410	ELECTRIC/GAS UTILITIES	5,416.50	5,416.50	7,200.00	1,783.50 75.2
10-441-5420	TRASH FEES	528.16	528.16	1,000.00	471.84 52.8
10-441-5450	TELEPHONE SERVICE	1,596.87	1,596.87	1,300.00 ( 296.87)	122.8
10-441-5710	PHONE ALLOWANCE	24.00	24.00	.00 ( 24.00)	.0
10-441-6100	GENERAL SUPPLIES	1,897.88	1,897.88	2,500.00	602.12 75.9
10-441-6115	EQUIPMENT	6,397.01	6,397.01	11,450.00	5,052.99 55.9
10-441-6120	UNIFORMS	1,375.73	1,375.73	1,200.00 ( 175.73)	114.6
10-441-6200	FUEL & OIL	13,623.50	13,623.50	12,000.00 ( 1,623.50)	113.5
10-441-6501	R&M - FLEET	13,890.45	13,890.45	24,600.00	10,709.55 56.5
10-441-6570	RENTAL EQUIPMENT	14,354.39	14,354.39	13,000.00 ( 1,354.39)	110.4
10-441-6586	STREET SIGNS	13,935.11	13,935.11	15,000.00	1,064.89 92.9
10-441-7100	DUES & SUBSCRIPTIONS	382.00	382.00	1,000.00	618.00 38.2
10-441-8880	OTHER EXPENSE	1,307.96	1,307.96	2,500.00	1,192.04 52.3
10-441-9400	CAP OUTLAY - STREETS GENERAL	189,338.00	189,338.00	100,000.00 ( 89,338.00)	189.3
10-441-9403	DOLA GRANT - CR4 BRIDGE REPAIR	170,221.38	170,221.38	1,000,000.00	829,778.62 17.0
10-441-9404	CDOT GRANT-I-76 SIGNAL	.00	.00	900,000.00	900,000.00 .0
	TOTAL PUBLIC WORKS/STREETS	1,104,302.52	1,104,302.52	3,221,780.00	2,117,477.48 34.3

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

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS/PARKS</u>					
10-442-3010	REGULAR SALARIES	73,152.40	73,152.40	75,482.00	2,329.60 96.9
10-442-3011	OVERTIME PAY	2,726.43	2,726.43	1,800.00 (	926.43) 151.5
10-442-3013	PAYROLL TAXES	1,251.76	1,251.76	1,275.00	23.24 98.2
10-442-3065	PERA CONTRIBUTION	11,137.55	11,137.55	11,407.00	269.45 97.6
10-442-3080	WORKERS COMP	994.97	994.97	1,089.00	94.03 91.4
10-442-3081	INSURANCE / 457 CONTRIBUTIONS	13,519.32	13,519.32	14,184.00	664.68 95.3
10-442-3083	PLAN 457 MATCH	905.80	905.80	1,014.00	108.20 89.3
10-442-3090	TRAINING	2,778.18	2,778.18	3,000.00	221.82 92.6
10-442-4050	CONTRACT IT FEES	5,369.16	5,369.16	6,713.00	1,343.84 80.0
10-442-4420	R&M BUILDING	4,236.35	4,236.35	5,000.00	763.65 84.7
10-442-4440	R&M SVC'S VEHICLE	5,336.04	5,336.04	6,850.00	1,513.96 77.9
10-442-4476	LEASES - EQUIPMENT	11,379.12	11,379.12	20,979.00	9,599.88 54.2
10-442-4520	PARK MAINTENANCE	21,968.20	21,968.20	15,000.00 (	6,968.20) 146.5
10-442-5010	INSURANCE/BONDS	6,579.20	6,579.20	7,000.00	420.80 94.0
10-442-5410	ELECTRIC/GAS UTILITIES	6,606.38	6,606.38	7,800.00	1,193.62 84.7
10-442-5420	TRASH FEES	528.16	528.16	1,000.00	471.84 52.8
10-442-5450	TELEPHONE SERVICE	1,596.87	1,596.87	1,300.00 (	296.87) 122.8
10-442-5710	PHONE ALLOWANCE	24.00	24.00	.00 (	24.00) .0
10-442-5850	PEST CONTROL	22,146.50	22,146.50	21,825.00 (	321.50) 101.5
10-442-6100	GENERAL SUPPLIES	2,512.35	2,512.35	2,000.00 (	512.35) 125.6
10-442-6115	EQUIPMENT	6,276.87	6,276.87	2,700.00 (	3,576.87) 232.5
10-442-6120	UNIFORMS	1,361.65	1,361.65	1,200.00 (	161.65) 113.5
10-442-6200	FUEL & OIL	2,103.44	2,103.44	2,000.00 (	103.44) 105.2
10-442-6575	WEED CONTROL	1,763.33	1,763.33	1,000.00 (	763.33) 176.3
10-442-6576	LANDSCAPING	654.08	654.08	20,000.00	19,345.92 3.3
10-442-6577	TREE MAINTENANCE	4,950.27	4,950.27	10,000.00	5,049.73 49.5
10-442-7100	DUES & SUBSCRIPTIONS	.00	.00	750.00	750.00 .0
10-442-8880	OTHER EXPENSE	1,211.55	1,211.55	2,500.00	1,288.45 48.5
10-442-9410	GRANT - PARK IMPROVEMENTS	.00	.00	25,000.00	25,000.00 .0
10-442-9420	CAPITAL OUTLAY / CONTINGENCY	54,066.00	54,066.00	18,000.00 (	36,066.00) 300.4
	TOTAL PUBLIC WORKS/PARKS	267,135.93	267,135.93	287,868.00	20,732.07 92.8
<u>TRASH SERVICE EXPENSES</u>					
10-445-0050	CONTRACT SERVICES FOR TRASH	501,553.83	501,553.83	497,500.00 (	4,053.83) 100.8
	TOTAL TRASH SERVICE EXPENSES	501,553.83	501,553.83	497,500.00 (	4,053.83) 100.8
<u>DEBT SERVICE</u>					
10-446-8877	STREET BOND INTEREST PAYMENT	127,000.00	127,000.00	127,000.00	.00 100.0
10-446-8878	STREET PAVING BOND PRINCIPAL	190,000.00	190,000.00	190,000.00	.00 100.0
	TOTAL DEBT SERVICE	317,000.00	317,000.00	317,000.00	.00 100.0



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

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	5,700,339.27	5,700,339.27	8,648,478.00	2,948,138.73	65.9
NET REVENUE OVER EXPENDITURES	1,505,738.87	1,505,738.87	( 1,819,669.00)	( 3,325,407.87)	82.8

TOWN OF LOCHBUIE  
 BALANCE SHEET  
 DECEMBER 31, 2023

CONSERVATION TRUST FUND

<u>ASSETS</u>			
20-1000010	CASH IN COMBINED FUND		337,717.95
	TOTAL ASSETS		<u>337,717.95</u>
<u>LIABILITIES AND EQUITY</u>			
<u>LIABILITIES</u>			
20-2000203	ACCOUNTS PAYABLE		85,251.25
	TOTAL LIABILITIES		85,251.25
<u>FUND EQUITY</u>			
	UNAPPROPRIATED FUND BALANCE:		
20-2000801	CURRENT FUND BALANCE	254,749.97	
	REVENUE OVER EXPENDITURES - YTD	( 2,283.27)	
	BALANCE - CURRENT DATE		<u>252,466.70</u>
	TOTAL FUND EQUITY		<u>252,466.70</u>
	TOTAL LIABILITIES AND EQUITY		<u>337,717.95</u>

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

CONSERVATION TRUST FUND

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

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

CONSERVATION TRUST FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>PARKS</u>					
20-451-9300 OTHER PROJECTS	123,215.09	123,215.09	305,005.00	181,789.91	40.4
TOTAL PARKS	<u>123,215.09</u>	<u>123,215.09</u>	<u>305,005.00</u>	<u>181,789.91</u>	<u>40.4</u>
TOTAL FUND EXPENDITURES	<u>123,215.09</u>	<u>123,215.09</u>	<u>305,005.00</u>	<u>181,789.91</u>	<u>40.4</u>
NET REVENUE OVER EXPENDITURES	<u>( 2,283.27)</u>	<u>( 2,283.27)</u>	<u>( 208,505.00)</u>	<u>( 206,221.73)</u>	<u>( 1.1)</u>

TOWN OF LOCHBUIE  
BALANCE SHEET  
DECEMBER 31, 2023

WATER FUND

ASSETS

50-1000010	CASH IN COMBINED FUND	20,125,566.91	
50-1000060	A/R - CUSTOMERS	204,118.25	
50-1000063	A/R DELINQUENT	17,963.01	
50-1000105	MACHINERY & EQUIPMENT	399,403.83	
50-1000115	WATER RIGHTS	509,687.64	
50-1000120	LAND	70,876.26	
50-1000125	PLANT	4,880,974.30	
50-1000130	BUILDINGS	1,231,505.76	
50-1000133	WATER LINES	4,026,781.40	
50-1000135	WATER METERS	351,120.19	
50-1000136	RO PLANT	3,314,373.40	
50-1000137	CONSTRUCTION IN PROGRESS	54,033.50	
50-1000140	SOFTWARE	47,033.31	
50-1000160	ACCUM DEPR PLANT	( 4,342,191.24)	
50-1000998	DEF OUTFLOW - OPEB	11,525.00	
50-1000999	DEFERRED OUTFLOW OF RESOURCES	80,980.00	
	TOTAL ASSETS		30,983,751.52

LIABILITIES AND EQUITY

LIABILITIES

50-2000203	ACCOUNTS PAYABLE	190,838.35	
50-2000206	WAGES PAYABLE	7,896.19	
50-2000209	WATER METER DEPOSITS	13,960.00	
50-2000214	INTEREST PAY - 97 REV BONDS	2,482.00	
50-2000239	COMPENSATED ABSENCE	18,543.05	
50-2000274	2012 WATER REVENUE BOND	1,015,000.00	
50-2000280	UNEARNED REVENUE	1,835,858.30	
50-2000307	SILVERPEAKS DEV SURCHARGE	66,142.84	
50-2000310	2012 BOND PREMIUM	15,052.80	
50-2000346	NET OPEB LIABILITY	25,928.00	
50-2000347	DEF INFLOW - OPEB	9,159.00	
50-2000348	NET PENSION LIABILITY	( 33,163.00)	
50-2000349	DEFERRED INFLOW OF RESOURCES	287,421.00	
50-2000392	BLUE LAKES WATER TRANSMISSION	83,250.00	
50-2000393	BLUE LAKES WATER RESOURCE CHAR	58,000.00	
	TOTAL LIABILITIES		3,596,368.53

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:

50-2000801	CURRENT FUND BALANCE	20,346,899.07	
50-2000810	CONTRIBUTED CAP DEVELOPERS	2,993,794.95	
50-2000820	CONTRIB CAP - ST & FED GRANTS	1,156,431.68	
50-2000875	RETAINED EARNINGS	( 122,912.00)	
	REVENUE OVER EXPENDITURES - YTD	3,013,169.29	
	BALANCE - CURRENT DATE		27,387,382.99

TOWN OF LOCHBUIE  
BALANCE SHEET  
DECEMBER 31, 2023

WATER FUND

TOTAL FUND EQUITY	<hr/>	27,387,382.99
TOTAL LIABILITIES AND EQUITY		<hr/> <hr/>

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

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>WATER OPERATIONS</u>					
50-310-1500	2,399,126.21	2,399,126.21	2,500,000.00	100,873.79	96.0
50-310-1505	38,893.00	38,893.00	.00	( 38,893.00)	.0
50-310-1506	34,000.00	34,000.00	32,500.00	( 1,500.00)	104.6
50-310-1507	200,000.00	200,000.00	.00	( 200,000.00)	.0
50-310-1510	44,958.00	44,958.00	42,000.00	( 2,958.00)	107.0
50-310-1651	39,250.00	39,250.00	31,250.00	( 8,000.00)	125.6
50-310-1652	26,718.02	26,718.02	18,950.00	( 7,768.02)	141.0
50-310-1653	3,585.00	3,585.00	1,500.00	( 2,085.00)	239.0
<b>TOTAL WATER OPERATIONS</b>	<b>2,786,530.23</b>	<b>2,786,530.23</b>	<b>2,626,200.00</b>	<b>( 160,330.23)</b>	<b>106.1</b>
<u>INTERGOVERNMENTAL</u>					
50-335-0084	.00	.00	5,000,000.00	5,000,000.00	.0
<b>TOTAL INTERGOVERNMENTAL</b>	<b>.00</b>	<b>.00</b>	<b>5,000,000.00</b>	<b>5,000,000.00</b>	<b>.0</b>
<u>FEEES</u>					
50-350-1511	443,762.87	443,762.87	.00	( 443,762.87)	.0
50-350-1520	1,407,043.00	1,407,043.00	1,121,125.00	( 285,918.00)	125.5
50-350-1652	126,477.96	126,477.96	20,000.00	( 106,477.96)	632.4
50-350-1804	5,484.50	5,484.50	2,500.00	( 2,984.50)	219.4
50-350-1812	4,223.00	4,223.00	4,000.00	( 223.00)	105.6
50-350-1820	18,560.00	18,560.00	30,000.00	11,440.00	61.9
50-350-1921	7,065.00	7,065.00	5,625.00	( 1,440.00)	125.6
<b>TOTAL FEES</b>	<b>2,012,616.33</b>	<b>2,012,616.33</b>	<b>1,183,250.00</b>	<b>( 829,366.33)</b>	<b>170.1</b>
<u>OTHER</u>					
50-370-1850	610,199.54	610,199.54	324,000.00	( 286,199.54)	188.3
50-370-1854	52,768.22	52,768.22	.00	( 52,768.22)	.0
50-370-1990	5,208.01	5,208.01	1,200.00	( 4,008.01)	434.0
<b>TOTAL OTHER</b>	<b>668,175.77</b>	<b>668,175.77</b>	<b>325,200.00</b>	<b>( 342,975.77)</b>	<b>205.5</b>
<b>TOTAL FUND REVENUE</b>	<b>5,467,322.33</b>	<b>5,467,322.33</b>	<b>9,134,650.00</b>	<b>3,667,327.67</b>	<b>59.9</b>

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

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS</u>					
50-410-3010	REGULAR SALARIES	120,998.07	120,998.07	125,103.00	4,104.93 96.7
50-410-3011	OVERTIME PAY	4,771.25	4,771.25	3,150.00 (	1,621.25) 151.5
50-410-3013	PAYROLL TAXES	2,073.75	2,073.75	2,116.00	42.25 98.0
50-410-3065	PERA CONTRIBUTION	18,453.22	18,453.22	18,930.00	476.78 97.5
50-410-3080	WORKERS COMP	1,735.93	1,735.93	1,900.00	164.07 91.4
50-410-3081	INSURANCE / 457 CONTRIBUTIONS	22,646.89	22,646.89	23,819.00	1,172.11 95.1
50-410-3083	PLAN 457 MATCH	1,448.64	1,448.64	1,638.00	189.36 88.4
50-410-3090	TRAINING	2,371.32	2,371.32	1,500.00 (	871.32) 158.1
50-410-4020	OTHER FEES - PROF & TECH SRVCS	209,391.39	209,391.39	385,160.00	175,768.61 54.4
50-410-4120	ENGINEERING FEES	.00	.00	25,000.00	25,000.00 .0
50-410-4140	LEGAL FEES	.00	.00	10,000.00	10,000.00 .0
50-410-4260	LABORATORY FEES	16,583.55	16,583.55	24,000.00	7,416.45 69.1
50-410-4291	OPERATOR IN CHARGE	156,510.17	156,510.17	200,700.00	44,189.83 78.0
50-410-4476	LEASES - EQUIPMENT	7,587.00	7,587.00	7,587.00	.00 100.0
50-410-4500	R&M SVC'S LINES	32,662.94	32,662.94	100,000.00	67,337.06 32.7
50-410-5410	ELECTRIC/GAS UTILITIES	132,127.16	132,127.16	160,000.00	27,872.84 82.6
50-410-5411	ELECTRIC CHRGS-WELLS-IREA AGMT	18,245.81	18,245.81	30,000.00	11,754.19 60.8
50-410-5420	TRASH FEES	63.15	63.15	1,000.00	936.85 6.3
50-410-5450	TELEPHONE SERVICE	1,850.72	1,850.72	2,000.00	149.28 92.5
50-410-5500	PRINTING & PUBLISHING	390.83	390.83	1,000.00	609.17 39.1
50-410-6100	GENERAL SUPPLIES	73,478.39	73,478.39	90,000.00	16,521.61 81.6
50-410-6105	LAB SUPPLIES	2,355.09	2,355.09	7,000.00	4,644.91 33.6
50-410-6115	EQUIPMENT	74,972.85	74,972.85	140,000.00	65,027.15 53.6
50-410-6200	FUEL & OIL	1,413.00	1,413.00	1,500.00	87.00 94.2
50-410-6300	CHEMICALS	85,900.76	85,900.76	130,000.00	44,099.24 66.1
50-410-6500	REPAIRS AND MAINT - PLANT	125,257.47	125,257.47	95,000.00 (	30,257.47) 131.9
50-410-6501	R&M - FLEET	5,627.26	5,627.26	7,000.00	1,372.74 80.4
50-410-6570	RENTAL EQUIPMENT	.00	.00	5,000.00	5,000.00 .0
50-410-7300	WATER RIGHTS LEASE	120,960.84	120,960.84	175,000.00	54,039.16 69.1
50-410-7400	WATER RIGHTS PURCHASES	4,507.94	4,507.94	300,000.00	295,492.06 1.5
50-410-7410	CONTINGENCY RESERVE	.00	.00	300,000.00	300,000.00 .0
50-410-8880	OTHER EXPENSE	659.36	659.36	2,000.00	1,340.64 33.0
50-410-9500	CAPITAL OUTLAY PLANT EXPANSION	.00	.00	2,095,000.00	2,095,000.00 .0
50-410-9560	CAPITAL MACH & EQUIPMENT	70,353.50	70,353.50	153,000.00	82,646.50 46.0
50-410-9595	CIP WATER STORAGE	189,453.63	189,453.63	3,922,500.00	3,733,046.37 4.8
50-410-9596	CIP-WELLS	16,283.15	16,283.15	882,000.00	865,716.85 1.9
50-410-9597	CIP-WATER LINES	.00	.00	1,100,000.00	1,100,000.00 .0
	TOTAL OPERATIONS	1,521,135.03	1,521,135.03	10,529,603.00	9,008,467.97 14.5



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

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
50-423-3010	REGULAR SALARIES	235,119.42	235,119.42	236,258.00	1,138.58 99.5
50-423-3011	OVERTIME PAY	113.47	113.47	525.00	411.53 21.6
50-423-3013	PAYROLL TAXES	3,819.96	3,819.96	3,907.00	87.04 97.8
50-423-3065	PERA CONTRIBUTION	34,734.55	34,734.55	35,055.00	320.45 99.1
50-423-3080	WORKERS COMP	172.68	172.68	189.00	16.32 91.4
50-423-3081	INSURANCE / 457 CONTRIBUTIONS	29,934.62	29,934.62	32,820.00	2,885.38 91.2
50-423-3083	PLAN 457 MATCH	2,537.50	2,537.50	3,231.00	693.50 78.5
50-423-3090	TRAINING	3,633.13	3,633.13	5,000.00	1,366.87 72.7
50-423-4020	OTHER FEES - PROF & TECH SRVCS	51,012.35	51,012.35	70,833.00	19,820.65 72.0
50-423-4050	CONTRACT IT FEES	54,365.80	54,365.80	54,633.00	267.20 99.5
50-423-4100	AUDITING FEES	7,666.67	7,666.67	15,000.00	7,333.33 51.1
50-423-4120	ENGINEERING FEES	162,667.17	162,667.17	150,000.00	( 12,667.17) 108.4
50-423-4140	LEGAL & PROSECUTING ATTY FEES	85,078.53	85,078.53	110,000.00	24,921.47 77.3
50-423-4380	CUSTODIAN FEES	4,479.96	4,479.96	5,000.00	520.04 89.6
50-423-4460	R&M SVC'S BUILDINGS	7,594.05	7,594.05	10,000.00	2,405.95 75.9
50-423-4470	LEASE-COPIER/OFFICE EQUIP	1,515.10	1,515.10	1,600.00	84.90 94.7
50-423-5010	INSURANCE/BONDS	40,976.82	40,976.82	45,000.00	4,023.18 91.1
50-423-5300	POSTAGE	500.00	500.00	1,500.00	1,000.00 33.3
50-423-5410	ELECTRIC/GAS UTILITIES	4,882.79	4,882.79	6,500.00	1,617.21 75.1
50-423-5420	TRASH FEES	114.16	114.16	500.00	385.84 22.8
50-423-5450	TELEPHONE SERVICE	4,410.93	4,410.93	4,800.00	389.07 91.9
50-423-5700	VEHICLE ALLOWANCE	573.75	573.75	540.00	( 33.75) 106.3
50-423-5710	PHONE ALLOWANCE	617.63	617.63	702.00	84.37 88.0
50-423-5800	MILEAGE REIMBURSEMENT	68.90	68.90	250.00	181.10 27.6
50-423-6100	GENERAL SUPPLIES	1,836.24	1,836.24	2,500.00	663.76 73.5
50-423-7100	DUES	3,368.37	3,368.37	6,650.00	3,281.63 50.7
50-423-7220	BANK FEES	250.00	250.00	250.00	.00 100.0
50-423-7221	CREDIT CARD FEES	17,090.66	17,090.66	19,200.00	2,109.34 89.0
50-423-8880	OTHER EXPENSE	2,116.36	2,116.36	2,500.00	383.64 84.7
50-423-9400	CAP OUTLAY - EQUIPMENT	7,510.18	7,510.18	40,000.00	32,489.82 18.8
	TOTAL ADMINISTRATION	768,761.75	768,761.75	864,943.00	96,181.25 88.9
<u>DEBT SERVICE</u>					
50-430-8970	97 BONDS - PRINCIPAL	135,000.00	135,000.00	135,000.00	.00 100.0
50-430-8977	07 BOND - INTEREST	29,256.26	29,256.26	29,256.00	( .26) 100.0
	TOTAL DEBT SERVICE	164,256.26	164,256.26	164,256.00	( .26) 100.0
	TOTAL FUND EXPENDITURES	2,454,153.04	2,454,153.04	11,558,802.00	9,104,648.96 21.2
	NET REVENUE OVER EXPENDITURES	3,013,169.29	3,013,169.29	( 2,424,152.00)	( 5,437,321.29) 124.3

TOWN OF LOCHBUIE  
BALANCE SHEET  
DECEMBER 31, 2023

SEWER FUND

ASSETS

55-1000010	CASH IN COMBINED FUND	16,693,636.13	
55-1000060	A/R - CUSTOMERS	105,787.36	
55-1000080	DUE FROM OTHER GOVERNMENTS	460,109.54	
55-1000105	MACHINERY & EQUIPMENT	283,384.35	
55-1000110	VEHICLES	21,370.67	
55-1000120	LAND	263,687.53	
55-1000125	PLANT	15,683,664.34	
55-1000130	BUILDINGS	1,057,729.49	
55-1000140	SOFTWARE	56,438.66	
55-1000145	MECHANICAL WASTE WATER PLANT	1,174,408.43	
55-1000147	STORM DRAINAGE	786,291.80	
55-1000160	ACCUM DEPR PLANT	( 7,081,301.70)	
55-1000998	DEF OUTFLOW - OPEB	8,458.00	
55-1000999	DEFERRED OUTFLOW OF RESOURCES	59,429.00	
	TOTAL ASSETS		29,573,093.60

LIABILITIES AND EQUITY

LIABILITIES

55-2000203	ACCOUNTS PAYABLE	76,408.93	
55-2000206	WAGES PAYABLE	5,788.27	
55-2000239	COMPENSATED ABSENCE	13,458.27	
55-2000346	NET OPEB LIABILITY	19,028.00	
55-2000347	DEF INFLOWS - OPEB	6,722.00	
55-2000348	NET PENSION LIABILITY	( 24,337.00)	
55-2000349	DEFERRED INFLOWS OF RESOURCES	210,929.00	
	TOTAL LIABILITIES		307,997.47

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:

55-2000801	CURRENT FUND BALANCE	21,549,760.43	
55-2000810	CONTRIBUTED CAP DEVELOPERS	1,783,328.00	
55-2000820	CONTRIB CAP - ST & FED GRANTS	839,321.55	
55-2000875	RETAINED EARNINGS	( 226,704.00)	
55-2000881	CONTRIBUTED TAP FEES	1,739,223.00	
	REVENUE OVER EXPENDITURES - YTD	3,580,167.15	
	BALANCE - CURRENT DATE	29,265,096.13	
	TOTAL FUND EQUITY		29,265,096.13
	TOTAL LIABILITIES AND EQUITY		29,573,093.60

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

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SEWER OPERATIONS</u>					
55-310-1500 LOCHBUIE SEWER SERVICE CHARGES	1,139,508.09	1,139,508.09	1,078,000.00	( 61,508.09)	105.7
TOTAL SEWER OPERATIONS	1,139,508.09	1,139,508.09	1,078,000.00	( 61,508.09)	105.7
<u>FEEES</u>					
55-350-1510 DELINQUENT NOTICE	20,987.40	20,987.40	18,500.00	( 2,487.40)	113.5
55-350-1522 SEWER COLLECTION PIF	609,578.00	609,578.00	487,500.00	( 122,078.00)	125.0
55-350-1524 SEWER TREATMENT PIF	1,732,545.00	1,732,545.00	1,328,250.00	( 404,295.00)	130.4
55-350-1525 SEWER FACILITIES SURCHARGE	8,900.00	8,900.00	6,000.00	( 2,900.00)	148.3
55-350-1812 ACCOUNT SETUP/TRANSFER FEE	1,981.00	1,981.00	1,800.00	( 181.00)	110.1
55-350-1901 CITY OF BRIGHTON FLOWS	1,083,912.86	1,083,912.86	1,000,000.00	( 83,912.86)	108.4
55-350-1920 LOCHBUIE SEWER TAP FEES	13,816.00	13,816.00	11,000.00	( 2,816.00)	125.6
TOTAL FEES	3,471,720.26	3,471,720.26	2,853,050.00	( 618,670.26)	121.7
<u>OTHER REVENUES</u>					
55-370-1850 INTEREST EARNED	486,037.27	486,037.27	252,000.00	( 234,037.27)	192.9
55-370-1854 UNREALIZED GAIN/LOSS ON INVEST	43,166.73	43,166.73	.00	( 43,166.73)	.0
55-370-1990 OTHER REVENUE	1,612.75	1,612.75	1,000.00	( 612.75)	161.3
TOTAL OTHER REVENUES	530,816.75	530,816.75	253,000.00	( 277,816.75)	209.8
TOTAL FUND REVENUE	5,142,045.10	5,142,045.10	4,184,050.00	( 957,995.10)	122.9

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

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS</u>					
55-410-4020 OTHER FEES - PROF & TECH SRVCS	12,343.86	12,343.86	22,300.00	9,956.14	55.4
55-410-4100 AUDITING/RATE STUDY FEES	3,372.50	3,372.50	.00	( 3,372.50)	.0
55-410-4120 ENGINEERING FEES	.00	.00	25,000.00	25,000.00	.0
55-410-4140 LEGAL & PROSECUTING ATTY FEES	.00	.00	10,000.00	10,000.00	.0
55-410-4260 LABORATORY FEES	15,699.08	15,699.08	30,000.00	14,300.92	52.3
55-410-4291 OPERATOR IN CHARGE	155,207.37	155,207.37	200,700.00	45,492.63	77.3
55-410-4476 LEASES - EQUIPMENT	.00	.00	4,800.00	4,800.00	.0
55-410-5410 ELECTRIC/GAS UTILITIES	193,107.83	193,107.83	180,000.00	( 13,107.83)	107.3
55-410-5420 TRASH FEES	1,241.50	1,241.50	1,600.00	358.50	77.6
55-410-5450 TELEPHONE SERVICE	3,017.08	3,017.08	3,000.00	( 17.08)	100.6
55-410-6100 GENERAL SUPPLIES	5,291.20	5,291.20	10,000.00	4,708.80	52.9
55-410-6105 LAB SUPPLIES	5,567.85	5,567.85	8,000.00	2,432.15	69.6
55-410-6115 EQUIPMENT	7,714.59	7,714.59	35,000.00	27,285.41	22.0
55-410-6200 FUEL & OIL	1,417.25	1,417.25	1,500.00	82.75	94.5
55-410-6300 CHEMICALS	66,896.03	66,896.03	175,000.00	108,103.97	38.2
55-410-6420 SLUDGE HAULING	177,093.64	177,093.64	175,000.00	( 2,093.64)	101.2
55-410-6430 GREASE HAULING	10,562.50	10,562.50	25,000.00	14,437.50	42.3
55-410-6440 UV SYSTEM	.00	.00	23,000.00	23,000.00	.0
55-410-6500 REPAIRS AND MAINTENANCE	122,780.54	122,780.54	127,000.00	4,219.46	96.7
55-410-6501 R&M - FLEET	232.30	232.30	1,000.00	767.70	23.2
55-410-7410 CONTINGENCY RESERVE	.00	.00	350,000.00	350,000.00	.0
55-410-9400 CAPITAL OUTLAY / CONTINGENCY	131,740.31	131,740.31	84,000.00	( 47,740.31)	156.8
55-410-9520 CIP-CONSTRUCTION-PLANT EXPANSI	64,922.50	64,922.50	1,500,000.00	1,435,077.50	4.3
<b>TOTAL OPERATIONS</b>	<b>978,207.93</b>	<b>978,207.93</b>	<b>2,991,900.00</b>	<b>2,013,692.07</b>	<b>32.7</b>
<u>COLLECTIONS</u>					
55-420-3010 REGULAR SALARIES	86,428.97	86,428.97	89,360.00	2,931.03	96.7
55-420-3011 OVERTIME PAY	3,408.07	3,408.07	2,250.00	( 1,158.07)	151.5
55-420-3013 PAYROLL TAXES	1,481.51	1,481.51	1,512.00	30.49	98.0
55-420-3065 PERA CONTRIBUTION	13,181.51	13,181.51	13,522.00	340.49	97.5
55-420-3080 WORKERS COMP	1,239.84	1,239.84	1,357.00	117.16	91.4
55-420-3081 INSURANCE / 457 CONTRIBUTIONS	16,177.01	16,177.01	17,014.00	836.99	95.1
55-420-3083 PLAN 457 MATCH	1,034.76	1,034.76	1,170.00	135.24	88.4
55-420-3090 TRAINING	349.93	349.93	1,500.00	1,150.07	23.3
55-420-4500 R&M SVC'S LINES	38,610.14	38,610.14	546,000.00	507,389.86	7.1
<b>TOTAL COLLECTIONS</b>	<b>161,911.74</b>	<b>161,911.74</b>	<b>673,685.00</b>	<b>511,773.26</b>	<b>24.0</b>

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

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
55-423-3010	161,132.32	161,132.32	161,874.00	741.68	99.5
55-423-3011	92.57	92.57	400.00	307.43	23.1
55-423-3013	2,618.59	2,618.59	2,678.00	59.41	97.8
55-423-3065	23,801.34	23,801.34	24,015.00	213.66	99.1
55-423-3080	117.83	117.83	129.00	11.17	91.3
55-423-3081	21,085.42	21,085.42	23,007.00	1,921.58	91.7
55-423-3083	1,735.00	1,735.00	2,197.00	462.00	79.0
55-423-3090	3,533.22	3,533.22	5,000.00	1,466.78	70.7
55-423-4020	50,547.21	50,547.21	70,833.00	20,285.79	71.4
55-423-4050	54,127.44	54,127.44	54,633.00	505.56	99.1
55-423-4100	7,666.67	7,666.67	8,000.00	333.33	95.8
55-423-4140	8,332.00	8,332.00	10,000.00	1,668.00	83.3
55-423-4380	4,480.06	4,480.06	5,000.00	519.94	89.6
55-423-4460	7,593.96	7,593.96	10,000.00	2,406.04	75.9
55-423-4470	1,515.15	1,515.15	1,600.00	84.85	94.7
55-423-5010	40,940.37	40,940.37	45,000.00	4,059.63	91.0
55-423-5300	500.00	500.00	1,500.00	1,000.00	33.3
55-423-5410	4,882.76	4,882.76	6,500.00	1,617.24	75.1
55-423-5420	114.18	114.18	500.00	385.82	22.8
55-423-5450	4,410.84	4,410.84	4,800.00	389.16	91.9
55-423-5700	382.50	382.50	360.00	( 22.50)	106.3
55-423-5710	411.75	411.75	468.00	56.25	88.0
55-423-5800	17.16	17.16	250.00	232.84	6.9
55-423-6100	1,836.14	1,836.14	2,000.00	163.86	91.8
55-423-7100	6,068.40	6,068.40	9,750.00	3,681.60	62.2
55-423-7221	11,869.05	11,869.05	12,300.00	430.95	96.5
55-423-8880	1,946.35	1,946.35	2,500.00	553.65	77.9
TOTAL ADMINISTRATION	421,758.28	421,758.28	465,294.00	43,535.72	90.6
TOTAL FUND EXPENDITURES	1,561,877.95	1,561,877.95	4,130,879.00	2,569,001.05	37.8
NET REVENUE OVER EXPENDITURES	3,580,167.15	3,580,167.15	53,171.00	( 3,526,996.15)	6733.3

TOWN OF LOCHBUIE  
 COMBINED CASH INVESTMENT  
 JANUARY 31, 2024

COMBINED CASH ACCOUNTS

01-1000015	CHASE-OPERATING ACCOUNT	1,425,614.84
01-1000016	CSIP	8,241,843.14
01-1000017	CSAFE	8,259,308.00
01-1000020	CASH ON HAND	600.00
01-1000021	CASH - PETTY CASH	350.00
01-1000031	CHASE-SEWER TREATMENT PIFS	1,272,833.40
01-1000057	COLOTRUST - POOLED FUNDS	8,863,049.68
01-1000058	CHASE-CD-SEWER TREATMENT PIF	6,882,256.27
01-1000059	CHASE-CD-ARPA FUNDS	1,880,093.94
01-1000060	CHASE - SCHOOL CONTRIBUTION	416,924.48
01-1000061	CHASE - SILVERPEAKS SUPPLY	855,414.67
01-1000062	CHASE - INTERSTATE EXCHANGE	451,728.74
01-1000063	CHASE - AMERICAN RESCUE PLAN	40.67
01-1000070	DEPOSITS	1,320.00
01-1000071	JPMC FEDERAL HOME LOAN-2/2025	1,504,697.00
01-1000072	JPMC FEDERAL FARM CR-7/2025	1,509,655.00
01-1000073	JPMC T BILL - 8/24	2,923,053.00
01-1000074	JPMC T BILL - 2/24	1,995,919.00
01-1000075	JPMC CASH ACCT	36,562.50
01-1000752	XBP EFT CLEARING	39,169.56
		46,560,433.89
01-1000010	CASH ALLOCATED TO OTHER FUNDS	( 46,560,433.89)
		.00
		.00

CASH ALLOCATION RECONCILIATION

10	ALLOCATION TO GENERAL FUND	8,893,736.68
20	ALLOCATION TO CONSERVATION TRUST FUND	254,576.01
50	ALLOCATION TO WATER FUND	20,184,306.78
55	ALLOCATION TO SEWER FUND	17,227,814.42
		46,560,433.89
	ALLOCATION FROM COMBINED CASH FUND - 01-1000010	( 46,560,433.89)
		.00
		.00

TOWN OF LOCHBUIE  
BALANCE SHEET  
JANUARY 31, 2024

GENERAL FUND

ASSETS

10-1000010	CASH IN COMBINED FUND	8,893,736.68	
10-1000057	VEHICLE ESCROW-159950.1-'24 DT	391,551.71	
10-1000060	A/R - CUSTOMERS	7,350.81	
10-1000069	CASH WITH COUNTY TREASURER	49,627.57	
10-1000070	PROPERTY TAX RECEIVABLE	576,917.00	
10-1000088	A/R DEVELOPERS	( 126,266.59)	
10-1000091	DUE FROM OTHER GOVTS	277,488.07	
	TOTAL ASSETS		10,070,405.25

LIABILITIES AND EQUITY

LIABILITIES

10-2000203	ACCOUNTS PAYABLE	88,774.04	
10-2000204	UNCLAIMED PROPERTY	1,810.22	
10-2000206	ACCRUED WAGES PAYABLE	42,326.53	
10-2000209	SUTA/WC PAYABLE	417.36	
10-2000234	PUBLIC SAFETY SURCHARGE	23,220.00	
10-2000241	DEFERRED REVENUE- PROPERTY TAX	576,917.00	
10-2000285	LANDSCAPING ESCROW	19,550.00	
10-2000390	SILVER PEAKS DEVEL SURCHG	5,984.66	
	TOTAL LIABILITIES		758,999.81

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
10-2000801	CURRENT FUND BALANCE	9,518,368.80	
	REVENUE OVER EXPENDITURES - YTD	( 206,963.36)	
	BALANCE - CURRENT DATE	9,311,405.44	
	TOTAL FUND EQUITY		9,311,405.44
	TOTAL LIABILITIES AND EQUITY		10,070,405.25

TOWN OF LOCHBUIE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAX</u>					
10-320-1600	496.43	496.43	576,917.00	576,420.57	.1
10-320-1605	1,742.95	1,742.95	23,000.00	21,257.05	7.6
10-320-1610	.00	.00	1,900,000.00	1,900,000.00	.0
10-320-1615	45,360.74	45,360.74	550,000.00	504,639.26	8.3
10-320-1620	2,656.83	2,656.83	556,000.00	553,343.17	.5
10-320-1621	.00	.00	800.00	800.00	.0
10-320-1622	.00	.00	36,500.00	36,500.00	.0
<b>TOTAL TAX</b>	<b>50,256.95</b>	<b>50,256.95</b>	<b>3,643,217.00</b>	<b>3,592,960.05</b>	<b>1.4</b>
<u>FRANCHISES</u>					
10-325-1625	.00	.00	113,000.00	113,000.00	.0
10-325-1635	.00	.00	48,000.00	48,000.00	.0
10-325-1640	.00	.00	50,000.00	50,000.00	.0
10-325-1925	.00	.00	1,200.00	1,200.00	.0
<b>TOTAL FRANCHISES</b>	<b>.00</b>	<b>.00</b>	<b>212,200.00</b>	<b>212,200.00</b>	<b>.0</b>
<u>LICENSE &amp; PERMIT</u>					
10-330-1700	4,425.00	4,425.00	10,000.00	5,575.00	44.3
10-330-1701	.00	.00	1,405.00	1,405.00	.0
10-330-1702	8,865.50	8,865.50	20,000.00	11,134.50	44.3
10-330-1705	10,828.36	10,828.36	525,600.00	514,771.64	2.1
10-330-1714	100.00	100.00	715.00	615.00	14.0
10-330-1715	125.00	125.00	600.00	475.00	20.8
<b>TOTAL LICENSE &amp; PERMIT</b>	<b>24,343.86</b>	<b>24,343.86</b>	<b>558,320.00</b>	<b>533,976.14</b>	<b>4.4</b>
<u>INTERGOVERNMENTAL</u>					
10-335-1725	18,403.10	18,403.10	229,252.00	210,848.90	8.0
10-335-1730	.00	.00	2,500.00	2,500.00	.0
10-335-1740	2,027.45	2,027.45	26,000.00	23,972.55	7.8
<b>TOTAL INTERGOVERNMENTAL</b>	<b>20,430.55</b>	<b>20,430.55</b>	<b>257,752.00</b>	<b>237,321.45</b>	<b>7.9</b>
<u>GRANTS</u>					
10-340-1250	.00	.00	3,000.00	3,000.00	.0
10-340-1301	.00	.00	73,000.00	73,000.00	.0
10-340-1302	.00	.00	880,000.00	880,000.00	.0
10-340-1729	.00	.00	131,962.00	131,962.00	.0
<b>TOTAL GRANTS</b>	<b>.00</b>	<b>.00</b>	<b>1,087,962.00</b>	<b>1,087,962.00</b>	<b>.0</b>



TOWN OF LOCHBUIE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>FEEES</u>					
10-350-1804	ADMINISTRATION SERVICES	5,918.96	5,918.96	78,400.00	72,481.04 7.6
10-350-1806	PLAN REVIEW FEE	6,502.81	6,502.81	39,200.00	32,697.19 16.6
10-350-1808	COURT BOND FEE	250.00	250.00	.00 ( 250.00)	.0
10-350-1809	LAND USE APPLICATION	.00	.00	5,000.00	5,000.00 .0
10-350-1810	COPY FEES	45.00	45.00	600.00	555.00 7.5
10-350-1812	BAG FEE	.00	.00	2,500.00	2,500.00 .0
10-350-1817	INFRASTRUCTURE FEE	.00	.00	64,336.00	64,336.00 .0
10-350-1818	INTERSTATE EXCHANGE	.00	.00	61,627.00	61,627.00 .0
10-350-1819	PUBLIC SAFETY FEE	.00	.00	9,880.00	9,880.00 .0
	<b>TOTAL FEES</b>	<b>12,716.77</b>	<b>12,716.77</b>	<b>261,543.00</b>	<b>248,826.23 4.9</b>
<u>FINES &amp; FORFEITS</u>					
10-360-1825	FINES - GENERAL	6,542.50	6,542.50	66,000.00	59,457.50 9.9
10-360-1831	VIN INSPECTION FEES	.00	.00	900.00	900.00 .0
10-360-1832	COURT FEES	1,255.00	1,255.00	18,000.00	16,745.00 7.0
10-360-1886	SEX OFFENDER REGISTRY FEE	125.00	125.00	1,500.00	1,375.00 8.3
10-360-1994	VEHICLE IMPOUNDS	405.00	405.00	2,500.00	2,095.00 16.2
	<b>TOTAL FINES &amp; FORFEITS</b>	<b>8,327.50</b>	<b>8,327.50</b>	<b>88,900.00</b>	<b>80,572.50 9.4</b>
<u>TRASH SERVICE REVENUE</u>					
10-365-1510	DELINQUENT NOTICE	1,033.20	1,033.20	8,700.00	7,666.80 11.9
10-365-1812	ACCOUNT SETUP/TRANSFER FEE	156.00	156.00	850.00	694.00 18.4
10-365-1990	OTHER REVENUE	69.00	69.00	350.00	281.00 19.7
10-365-2000	TRASH SERVICE	46,204.10	46,204.10	567,000.00	520,795.90 8.2
	<b>TOTAL TRASH SERVICE REVENUE</b>	<b>47,462.30</b>	<b>47,462.30</b>	<b>576,900.00</b>	<b>529,437.70 8.2</b>
<u>OTHER</u>					
10-370-1850	INTEREST EARNED	70,294.38	70,294.38	280,000.00	209,705.62 25.1
10-370-1852	DEVELOPER REIMBURSEMENTS	32,386.00	32,386.00	300,000.00	267,614.00 10.8
10-370-1854	UNREALIZED GAIN/LOSS ON INVEST	3,395.24	3,395.24	.00 ( 3,395.24)	.0
10-370-1855	T MOBILE RENTAL	2,256.92	2,256.92	27,083.00	24,826.08 8.3
10-370-1856	VERIZON WIRELESS LEASE	1,987.34	1,987.34	12,123.00	10,135.66 16.4
10-370-1955	OIL & GAS ROYALTIES	1,646.02	1,646.02	21,500.00	19,853.98 7.7
10-370-1956	MINERAL LEASE	.00	.00	60,000.00	60,000.00 .0
10-370-1957	SEVERANCE TAX	.00	.00	230,000.00	230,000.00 .0
10-370-1962	EVENTS & FESTIVALS	.00	.00	25,000.00	25,000.00 .0
10-370-1990	OTHER REVENUE	25.53	25.53	22,000.00	21,974.47 .1
10-370-1991	UNITED POWER CAPITAL CREDITS	.00	.00	3,000.00	3,000.00 .0
10-370-1998	LEASE PROCEEDS	.00	.00	173,000.00	173,000.00 .0
	<b>TOTAL OTHER</b>	<b>111,991.43</b>	<b>111,991.43</b>	<b>1,153,706.00</b>	<b>1,041,714.57 9.7</b>

TOWN OF LOCHBUIE  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 1 MONTHS ENDING JANUARY 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
TOTAL FUND REVENUE	275,529.36	275,529.36	7,840,500.00	7,564,970.64	3.5

TOWN OF LOCHBUIE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEGISLATIVE</u>					
10-421-3010 REGULAR SALARIES	4,507.04	4,507.04	84,081.00	79,573.96	5.4
10-421-3011 OVERTIME PAY	.00	.00	400.00	400.00	.0
10-421-3013 PAYROLL TAXES	69.59	69.59	1,369.00	1,299.41	5.1
10-421-3065 PERA CONTRIBUTION	672.01	672.01	12,585.00	11,912.99	5.3
10-421-3080 WORKERS COMP	9.96	9.96	105.00	95.04	9.5
10-421-3081 INSURANCE / 457 CONTRIBUTIONS	276.98	276.98	8,132.00	7,855.02	3.4
10-421-3083 457 PLAN MATCH	36.00	36.00	1,092.00	1,056.00	3.3
10-421-3090 TRAINING	.00	.00	10,000.00	10,000.00	.0
10-421-4020 OTHER FEES & PROF SERVICES	1,021.42	1,021.42	8,500.00	7,478.58	12.0
10-421-5700 VEHICLE ALLOWANCE	22.50	22.50	270.00	247.50	8.3
10-421-5710 PHONE ALLOWANCE	17.25	17.25	399.00	381.75	4.3
10-421-6100 GENERAL SUPPLIES	.00	.00	500.00	500.00	.0
10-421-6200 SPECIAL EVENTS	500.00	500.00	59,500.00	59,000.00	.8
10-421-7100 DUES & SUBSCRIPTIONS	2,801.00	2,801.00	11,501.00	8,700.00	24.4
10-421-7150 ELECTIONS	.00	.00	10,000.00	10,000.00	.0
10-421-7250 RECORDING / PUBLISHING FEES	18,807.72	18,807.72	500.00	( 18,307.72)	3761.5
10-421-8880 OTHER EXPENSE	.00	.00	2,500.00	2,500.00	.0
<b>TOTAL LEGISLATIVE</b>	<b>28,741.47</b>	<b>28,741.47</b>	<b>211,434.00</b>	<b>182,692.53</b>	<b>13.6</b>
<u>JUDICIAL</u>					
10-422-3010 REGULAR SALARIES	4,743.08	4,743.08	65,131.00	60,387.92	7.3
10-422-3011 OVERTIME PAY	.00	.00	275.00	275.00	.0
10-422-3013 PAYROLL TAXES	77.24	77.24	1,079.00	1,001.76	7.2
10-422-3065 PERA CONTRIBUTION	789.72	789.72	10,747.00	9,957.28	7.4
10-422-3080 WORKERS COMP	9.68	9.68	102.00	92.32	9.5
10-422-3081 INSURANCE / 457 CONTRIBUTIONS	1,032.48	1,032.48	11,974.00	10,941.52	8.6
10-422-3083 PLAN 457 MATCH	105.50	105.50	1,638.00	1,532.50	6.4
10-422-3090 TRAINING	.00	.00	3,000.00	3,000.00	.0
10-422-4000 JUDGE FEES	600.00	600.00	7,200.00	6,600.00	8.3
10-422-4140 LEGAL & PROSECUTING ATTY FEES	600.00	600.00	8,200.00	7,600.00	7.3
10-422-4340 INTERPRETER SERVICE	155.00	155.00	2,280.00	2,125.00	6.8
10-422-6100 GENERAL SUPPLIES	.00	.00	1,000.00	1,000.00	.0
10-422-7100 DUES & SUBSCRIPTIONS	.00	.00	120.00	120.00	.0
<b>TOTAL JUDICIAL</b>	<b>8,112.70</b>	<b>8,112.70</b>	<b>112,746.00</b>	<b>104,633.30</b>	<b>7.2</b>

TOWN OF LOCHBUIE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
10-423-3010 REGULAR SALARIES	18,062.17	18,062.17	225,456.00	207,393.83	8.0
10-423-3011 OVERTIME PAY	.00	.00	475.00	475.00	.0
10-423-3013 PAYROLL TAXES	293.70	293.70	3,753.00	3,459.30	7.8
10-423-3065 PERA CONTRIBUTION	2,687.42	2,687.42	33,614.00	30,926.58	8.0
10-423-3080 WORKERS COMP	28.57	28.57	301.00	272.43	9.5
10-423-3081 INSURANCE / 457 CONTRIBUTIONS	1,630.91	1,630.91	26,169.00	24,538.09	6.2
10-423-3083 PLAN 457 MATCH	196.50	196.50	2,724.00	2,527.50	7.2
10-423-3090 TRAINING	.00	.00	5,000.00	5,000.00	.0
10-423-4020 OTHER FEES - PROF & TECH SRVCS	3,542.87	3,542.87	36,120.00	32,577.13	9.8
10-423-4050 CONTRACT IT FEES	749.33	749.33	22,000.00	21,250.67	3.4
10-423-4100 AUDITING FEES	.00	.00	10,000.00	10,000.00	.0
10-423-4120 ENGINEERING FEES	.00	.00	36,200.00	36,200.00	.0
10-423-4140 LEGAL FEES	18,112.49	18,112.49	100,000.00	81,887.51	18.1
10-423-4380 CUSTODIAN FEES	373.33	373.33	6,000.00	5,626.67	6.2
10-423-4400 ANIMAL CONTROL	.00	.00	3,009.00	3,009.00	.0
10-423-4460 R&M SVC'S BUILDINGS	828.96	828.96	16,500.00	15,671.04	5.0
10-423-4470 LEASE-COPIER/OFFICE EQUIPMENT	78.53	78.53	2,600.00	2,521.47	3.0
10-423-5010 INSURANCE/BONDS	3,498.52	3,498.52	14,000.00	10,501.48	25.0
10-423-5300 POSTAGE	.00	.00	1,500.00	1,500.00	.0
10-423-5410 ELECTRIC/GAS UTILITIES	637.98	637.98	7,000.00	6,362.02	9.1
10-423-5420 TRASH FEES	7.50	7.50	120.00	112.50	6.3
10-423-5450 TELEPHONE SERVICE	370.25	370.25	6,100.00	5,729.75	6.1
10-423-5500 PRINTING & PUBLISHING	.00	.00	5,300.00	5,300.00	.0
10-423-5700 VEHICLE ALLOWANCE	52.50	52.50	630.00	577.50	8.3
10-423-5710 PHONE ALLOWANCE	68.25	68.25	867.00	798.75	7.9
10-423-5800 MILEAGE REIMBURSEMENT	.00	.00	500.00	500.00	.0
10-423-5850 PEST CONTROL	815.18	815.18	1,900.00	1,084.82	42.9
10-423-6100 GENERAL SUPPLIES	257.65	257.65	4,000.00	3,742.35	6.4
10-423-6115 EQUIPMENT	.00	.00	5,000.00	5,000.00	.0
10-423-7100 DUES	2,317.56	2,317.56	6,000.00	3,682.44	38.6
10-423-7200 TREASURER'S COLLECT FEES	4.97	4.97	5,770.00	5,765.03	.1
10-423-7220 BANK FEES	143.70	143.70	650.00	506.30	22.1
10-423-7221 CREDIT CARD FEES	.00	.00	14,800.00	14,800.00	.0
10-423-8880 OTHER EXPENSE	38.45	38.45	3,600.00	3,561.55	1.1
10-423-9400 CAPITAL OUTLAY / CONTINGENCY	.00	.00	105,000.00	105,000.00	.0
10-423-9401 GREENWAY TRAIL	.00	.00	428,615.00	428,615.00	.0
<b>TOTAL ADMINISTRATION</b>	<b>54,797.29</b>	<b>54,797.29</b>	<b>1,141,273.00</b>	<b>1,086,475.71</b>	<b>4.8</b>

TOWN OF LOCHBUIE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT	
<u>POLICE</u>						
10-431-3010	REGULAR SALARIES	101,015.21	101,015.21	1,360,709.00	1,259,693.79	7.4
10-431-3011	OVERTIME PAY	2,202.83	2,202.83	40,925.00	38,722.17	5.4
10-431-3013	PAYROLL TAXES	1,688.71	1,688.71	23,130.00	21,441.29	7.3
10-431-3060	FPPA RETIREMENT COST	12,388.28	12,388.28	164,481.00	152,092.72	7.5
10-431-3065	PERA CONTRIBUTION	1,340.26	1,340.26	21,244.00	19,903.74	6.3
10-431-3080	WORKERS COMP	2,679.92	2,679.92	28,238.00	25,558.08	9.5
10-431-3081	INSURANCE / 457 CONTRIBUTIONS	12,505.76	12,505.76	160,996.00	148,490.24	7.8
10-431-3083	PLAN 457 MATCH	451.50	451.50	8,190.00	7,738.50	5.5
10-431-3090	TRAINING	4,116.00	4,116.00	15,000.00	10,884.00	27.4
10-431-3091	PRE-HIRE EVALS	.00	.00	9,000.00	9,000.00	.0
10-431-4020	OTHER FEES - PROF & TECH SRVCS	21,104.12	21,104.12	59,404.00	38,299.88	35.5
10-431-4021	WELD COUNTY DISPATCH	64,761.27	64,761.27	76,987.00	12,225.73	84.1
10-431-4022	VICTIMS ADVOCATE	.00	.00	35,258.00	35,258.00	.0
10-431-4050	CONTRACT IT FEES	1,711.90	1,711.90	56,250.00	54,538.10	3.0
10-431-4140	LEGAL & PROSECUTING ATTY FEES	487.50	487.50	5,000.00	4,512.50	9.8
10-431-4260	LABORATORY FEES	.00	.00	2,400.00	2,400.00	.0
10-431-4460	R&M SVC'S BUILDINGS	454.50	454.50	10,750.00	10,295.50	4.2
10-431-4475	PD LEASES	.00	.00	47,079.00	47,079.00	.0
10-431-4476	COPIER LEASE	231.30	231.30	3,100.00	2,868.70	7.5
10-431-5010	INSURANCE/BONDS	19,982.96	19,982.96	85,000.00	65,017.04	23.5
10-431-5410	ELECTRIC/GAS UTILITIES	603.72	603.72	5,700.00	5,096.28	10.6
10-431-5420	TRASH FEES	7.50	7.50	120.00	112.50	6.3
10-431-5450	TELEPHONE SERVICE	1,169.91	1,169.91	15,000.00	13,830.09	7.8
10-431-5500	PRINTING & PUBLISHING	.00	.00	2,500.00	2,500.00	.0
10-431-5710	PHONE ALLOWANCE	6.00	6.00	192.00	186.00	3.1
10-431-6100	GENERAL SUPPLIES	1,289.87	1,289.87	6,700.00	5,410.13	19.3
10-431-6115	EQUIPMENT	.00	.00	10,000.00	10,000.00	.0
10-431-6116	AMMUNITION	.00	.00	6,000.00	6,000.00	.0
10-431-6120	UNIFORMS	1,711.33	1,711.33	23,000.00	21,288.67	7.4
10-431-6200	FUEL & OIL	1,419.15	1,419.15	21,600.00	20,180.85	6.6
10-431-6500	REPAIRS AND MAINTENANCE	.00	.00	2,000.00	2,000.00	.0
10-431-6501	R&M FLEET	169.88	169.88	26,000.00	25,830.12	.7
10-431-7100	DUES	2,315.00	2,315.00	19,750.00	17,435.00	11.7
10-431-8880	OTHER EXPENSE	.00	.00	2,500.00	2,500.00	.0
10-431-9400	CAPITAL OUTLAY / CONTINGENCY	.00	.00	82,500.00	82,500.00	.0
	TOTAL POLICE	255,814.38	255,814.38	2,436,703.00	2,180,888.62	10.5

TOWN OF LOCHBUIE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMUNITY DEVELOPMENT</u>					
10-432-3010	10,403.12	10,403.12	225,013.00	214,609.88	4.6
10-432-3011	.00	.00	250.00	250.00	.0
10-432-3013	162.61	162.61	3,717.00	3,554.39	4.4
10-432-3065	1,537.87	1,537.87	33,297.00	31,759.13	4.6
10-432-3080	87.50	87.50	922.00	834.50	9.5
10-432-3081	1,910.38	1,910.38	28,423.00	26,512.62	6.7
10-432-3083	151.00	151.00	3,367.00	3,216.00	4.5
10-432-3090	.00	.00	5,000.00	5,000.00	.0
10-432-4050	398.27	398.27	8,550.00	8,151.73	4.7
10-432-4055	.00	.00	24,833.00	24,833.00	.0
10-432-4070	11,266.76	11,266.76	358,000.00	346,733.24	3.2
10-432-4120	.00	.00	26,200.00	26,200.00	.0
10-432-4140	9,125.35	9,125.35	10,000.00	874.65	91.3
10-432-5450	40.68	40.68	500.00	459.32	8.1
10-432-5710	2.00	2.00	24.00	22.00	8.3
10-432-6100	50.64	50.64	1,000.00	949.36	5.1
10-432-7100	.00	.00	4,200.00	4,200.00	.0
10-432-7291	6,899.75	6,899.75	300,000.00	293,100.25	2.3
10-432-8880	.00	.00	1,250.00	1,250.00	.0
10-432-9401	2,463.48	2,463.48	121,000.00	118,536.52	2.0
	<u>44,499.41</u>	<u>44,499.41</u>	<u>1,155,546.00</u>	<u>1,111,046.59</u>	<u>3.9</u>
TOTAL COMMUNITY DEVELOPMENT					

TOWN OF LOCHBUIE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS/STREETS</u>					
10-441-3010	9,987.60	9,987.60	148,113.00	138,125.40	6.7
10-441-3011	313.96	313.96	3,200.00	2,886.04	9.8
10-441-3013	169.06	169.06	2,497.00	2,327.94	6.8
10-441-3065	1,522.85	1,522.85	22,368.00	20,845.15	6.8
10-441-3080	257.95	257.95	2,718.00	2,460.05	9.5
10-441-3081	1,697.43	1,697.43	24,611.00	22,913.57	6.9
10-441-3083	118.80	118.80	2,324.00	2,205.20	5.1
10-441-3090	1,187.25	1,187.25	10,250.00	9,062.75	11.6
10-441-4050	242.38	242.38	8,550.00	8,307.62	2.8
10-441-4120	.00	.00	87,200.00	87,200.00	.0
10-441-4420	.00	.00	19,000.00	19,000.00	.0
10-441-4476	.00	.00	63,778.00	63,778.00	.0
10-441-4480	.00	.00	470,000.00	470,000.00	.0
10-441-4485	3,436.01	3,436.01	30,000.00	26,563.99	11.5
10-441-5010	1,961.58	1,961.58	10,500.00	8,538.42	18.7
10-441-5410	939.56	939.56	7,500.00	6,560.44	12.5
10-441-5420	18.83	18.83	1,000.00	981.17	1.9
10-441-5450	142.38	142.38	1,800.00	1,657.62	7.9
10-441-5710	2.00	2.00	24.00	22.00	8.3
10-441-6100	40.42	40.42	3,850.00	3,809.58	1.1
10-441-6115	.00	.00	24,270.00	24,270.00	.0
10-441-6120	.00	.00	1,200.00	1,200.00	.0
10-441-6200	1,060.49	1,060.49	15,000.00	13,939.51	7.1
10-441-6501	1,797.22	1,797.22	24,600.00	22,802.78	7.3
10-441-6570	5,980.68	5,980.68	13,000.00	7,019.32	46.0
10-441-6586	237.12	237.12	15,000.00	14,762.88	1.6
10-441-7100	.00	.00	4,500.00	4,500.00	.0
10-441-8880	.00	.00	2,500.00	2,500.00	.0
10-441-9400	.00	.00	797,745.00	797,745.00	.0
10-441-9403	.00	.00	1,100,000.00	1,100,000.00	.0
TOTAL PUBLIC WORKS/STREETS	31,113.57	31,113.57	2,917,098.00	2,885,984.43	1.1

TOWN OF LOCHBUIE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS/PARKS</u>					
10-442-3010	9,987.60	9,987.60	130,113.00	120,125.40	7.7
10-442-3011	313.96	313.96	3,200.00	2,886.04	9.8
10-442-3013	169.06	169.06	2,200.00	2,030.94	7.7
10-442-3065	1,522.85	1,522.85	19,707.00	18,184.15	7.7
10-442-3080	222.93	222.93	2,349.00	2,126.07	9.5
10-442-3081	1,697.43	1,697.43	22,278.00	20,580.57	7.6
10-442-3083	118.80	118.80	2,012.00	1,893.20	5.9
10-442-3090	125.00	125.00	3,750.00	3,625.00	3.3
10-442-4050	242.37	242.37	8,550.00	8,307.63	2.8
10-442-4420	.00	.00	17,000.00	17,000.00	.0
10-442-4440	296.80	296.80	6,850.00	6,553.20	4.3
10-442-4476	.00	.00	37,066.00	37,066.00	.0
10-442-4520	62.28	62.28	15,000.00	14,937.72	.4
10-442-5010	792.11	792.11	5,700.00	4,907.89	13.9
10-442-5410	926.29	926.29	8,100.00	7,173.71	11.4
10-442-5420	18.83	18.83	1,000.00	981.17	1.9
10-442-5450	142.38	142.38	1,800.00	1,657.62	7.9
10-442-5710	2.00	2.00	24.00	22.00	8.3
10-442-5850	.00	.00	27,200.00	27,200.00	.0
10-442-6100	102.93	102.93	3,350.00	3,247.07	3.1
10-442-6115	270.98	270.98	10,360.00	10,089.02	2.6
10-442-6120	.00	.00	1,200.00	1,200.00	.0
10-442-6200	.00	.00	2,500.00	2,500.00	.0
10-442-6575	.00	.00	1,500.00	1,500.00	.0
10-442-6576	.00	.00	20,000.00	20,000.00	.0
10-442-6577	.00	.00	10,000.00	10,000.00	.0
10-442-7100	.00	.00	1,400.00	1,400.00	.0
10-442-8880	.00	.00	2,500.00	2,500.00	.0
10-442-9420	.00	.00	40,700.00	40,700.00	.0
	<u>17,014.60</u>	<u>17,014.60</u>	<u>407,409.00</u>	<u>390,394.40</u>	<u>4.2</u>
<u>TRASH SERVICE EXPENSES</u>					
10-445-0050	42,399.30	42,399.30	538,200.00	495,800.70	7.9
	<u>42,399.30</u>	<u>42,399.30</u>	<u>538,200.00</u>	<u>495,800.70</u>	<u>7.9</u>
<u>DEBT SERVICE</u>					
10-446-8877	.00	.00	121,300.00	121,300.00	.0
10-446-8878	.00	.00	195,000.00	195,000.00	.0
	<u>.00</u>	<u>.00</u>	<u>316,300.00</u>	<u>316,300.00</u>	<u>.0</u>



TOWN OF LOCHBUIE  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 1 MONTHS ENDING JANUARY 31, 2024

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TRANSFERS OUT</u>						
10-447-1900	TRANSFER TO CAPITAL IMPROVEMEN	.00	.00	500,000.00	500,000.00	.0
	TOTAL TRANSFERS OUT	.00	.00	500,000.00	500,000.00	.0
	TOTAL FUND EXPENDITURES	482,492.72	482,492.72	9,736,709.00	9,254,216.28	5.0
	NET REVENUE OVER EXPENDITURES	( 206,963.36)	( 206,963.36)	( 1,896,209.00)	( 1,689,245.64)	( 10.9)

TOWN OF LOCHBUIE  
BALANCE SHEET  
JANUARY 31, 2024

CONSERVATION TRUST FUND

<u>ASSETS</u>			
20-1000010	CASH IN COMBINED FUND		254,576.01
	TOTAL ASSETS		254,576.01
 <u>LIABILITIES AND EQUITY</u>			
<u>LIABILITIES</u>			
20-2000237	RETAINAGE PAYABLE		3,956.25
	TOTAL LIABILITIES		3,956.25
 <u>FUND EQUITY</u>			
UNAPPROPRIATED FUND BALANCE:			
20-2000801	CURRENT FUND BALANCE	248,510.45	
	REVENUE OVER EXPENDITURES - YTD	2,109.31	
	BALANCE - CURRENT DATE		250,619.76
	TOTAL FUND EQUITY		250,619.76
	TOTAL LIABILITIES AND EQUITY		254,576.01

TOWN OF LOCHBUIE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2024

CONSERVATION TRUST FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INTERGOVERNMENTAL</u>					
20-335-1735	.00	.00	100,000.00	100,000.00	.0
	.00	.00	100,000.00	100,000.00	.0
<u>OTHER</u>					
20-370-1850	2,012.12	2,012.12	3,000.00	987.88	67.1
20-370-1854	97.19	97.19	.00	( 97.19)	.0
	2,109.31	2,109.31	3,000.00	890.69	70.3
	2,109.31	2,109.31	103,000.00	100,890.69	2.1

TOWN OF LOCHBUIE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2024

CONSERVATION TRUST FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS</u>					
20-451-9300 OTHER PROJECTS	.00	.00	130,563.00	130,563.00	.0
20-451-9400 CAPITAL OUTLAY	.00	.00	43,000.00	43,000.00	.0
<b>TOTAL PARKS</b>	<b>.00</b>	<b>.00</b>	<b>173,563.00</b>	<b>173,563.00</b>	<b>.0</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>.00</b>	<b>.00</b>	<b>173,563.00</b>	<b>173,563.00</b>	<b>.0</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>2,109.31</b>	<b>2,109.31</b>	<b>( 70,563.00)</b>	<b>( 72,672.31)</b>	<b>3.0</b>

TOWN OF LOCHBUIE  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 1 MONTHS ENDING JANUARY 31, 2024

CAPITAL IMPROVEMENT

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
<u>TRANSFERS IN</u>						
25-380-1999	TRANSFER IN	.00	.00	500,000.00	500,000.00	.0
	TOTAL TRANSFERS IN	.00	.00	500,000.00	500,000.00	.0
	TOTAL FUND REVENUE	.00	.00	500,000.00	500,000.00	.0

TOWN OF LOCHBUIE  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 1 MONTHS ENDING JANUARY 31, 2024

CAPITAL IMPROVEMENT

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>						
25-423-9500	CAPITAL OUTLAY	.00	.00	500,000.00	500,000.00	.0
	TOTAL ADMINISTRATION	.00	.00	500,000.00	500,000.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	500,000.00	500,000.00	.0
	NET REVENUE OVER EXPENDITURES	.00	.00	.00	.00	.0

TOWN OF LOCHBUIE  
BALANCE SHEET  
JANUARY 31, 2024

WATER FUND

ASSETS

50-1000010	CASH IN COMBINED FUND	20,184,306.78	
50-1000060	A/R - CUSTOMERS	218,974.16	
50-1000063	A/R DELINQUENT	12,252.42	
50-1000105	MACHINERY & EQUIPMENT	478,630.44	
50-1000115	WATER RIGHTS	509,687.64	
50-1000120	LAND	70,876.26	
50-1000125	PLANT	4,880,974.30	
50-1000130	BUILDINGS	1,231,505.76	
50-1000133	WATER LINES	4,026,781.40	
50-1000135	WATER METERS	351,120.19	
50-1000136	RO PLANT	3,406,226.64	
50-1000137	CONSTRUCTION IN PROGRESS	250,997.31	
50-1000140	SOFTWARE	47,033.31	
50-1000160	ACCUM DEPR PLANT	( 4,764,301.24)	
50-1000998	DEF OUTFLOW - OPEB	11,525.00	
50-1000999	DEFERRED OUTFLOW OF RESOURCES	80,980.00	
	TOTAL ASSETS		30,997,570.37

LIABILITIES AND EQUITY

LIABILITIES

50-2000203	ACCOUNTS PAYABLE	45,646.91	
50-2000206	WAGES PAYABLE	9,609.84	
50-2000209	WATER METER DEPOSITS	13,960.00	
50-2000214	INTEREST PAY - 97 REV BONDS	2,482.00	
50-2000239	COMPENSATED ABSENCE	20,262.42	
50-2000274	2012 WATER REVENUE BOND	880,000.00	
50-2000280	UNEARNED REVENUE	1,835,858.30	
50-2000307	SILVERPEAKS DEV SURCHARGE	66,142.84	
50-2000310	2012 BOND PREMIUM	12,901.80	
50-2000346	NET OPEB LIABILITY	25,928.00	
50-2000347	DEF INFLOW - OPEB	9,159.00	
50-2000348	NET PENSION LIABILITY	( 33,163.00)	
50-2000349	DEFERRED INFLOW OF RESOURCES	287,421.00	
50-2000392	BLUE LAKES WATER TRANSMISSION	83,250.00	
50-2000393	BLUE LAKES WATER RESOURCE CHAR	58,000.00	
	TOTAL LIABILITIES		3,317,459.11

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:

50-2000801	CURRENT FUND BALANCE	23,439,720.00	
50-2000810	CONTRIBUTED CAP DEVELOPERS	2,993,794.95	
50-2000820	CONTRIB CAP - ST & FED GRANTS	1,156,431.68	
50-2000875	RETAINED EARNINGS	( 122,912.00)	
	REVENUE OVER EXPENDITURES - YTD	213,076.63	
	BALANCE - CURRENT DATE		27,680,111.26

TOWN OF LOCHBUIE  
BALANCE SHEET  
JANUARY 31, 2024

WATER FUND

TOTAL FUND EQUITY	27,680,111.26
TOTAL LIABILITIES AND EQUITY	30,997,570.37



TOWN OF LOCHBUIE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2024

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>WATER OPERATIONS</u>					
50-310-1500	162,649.45	162,649.45	2,500,000.00	2,337,350.55	6.5
50-310-1505	.00	.00	70,000.00	70,000.00	.0
50-310-1506	.00	.00	23,000.00	23,000.00	.0
50-310-1510	5,166.00	5,166.00	43,200.00	38,034.00	12.0
50-310-1651	.00	.00	38,000.00	38,000.00	.0
50-310-1652	.00	.00	27,307.00	27,307.00	.0
50-310-1653	15.00	15.00	3,200.00	3,185.00	.5
<b>TOTAL WATER OPERATIONS</b>	<b>167,830.45</b>	<b>167,830.45</b>	<b>2,704,707.00</b>	<b>2,536,876.55</b>	<b>6.2</b>
<u>INTERGOVERNMENTAL</u>					
50-335-0084	.00	.00	8,000,000.00	8,000,000.00	.0
<b>TOTAL INTERGOVERNMENTAL</b>	<b>.00</b>	<b>.00</b>	<b>8,000,000.00</b>	<b>8,000,000.00</b>	<b>.0</b>
<u>FEEES</u>					
50-350-1520	.00	.00	1,363,288.00	1,363,288.00	.0
50-350-1652	614.78	614.78	10,000.00	9,385.22	6.2
50-350-1804	92.22	92.22	3,000.00	2,907.78	3.1
50-350-1812	780.00	780.00	4,500.00	3,720.00	17.3
50-350-1820	120.00	120.00	18,000.00	17,880.00	.7
50-350-1921	.00	.00	6,840.00	6,840.00	.0
<b>TOTAL FEES</b>	<b>1,607.00</b>	<b>1,607.00</b>	<b>1,405,628.00</b>	<b>1,404,021.00</b>	<b>.1</b>
<u>OTHER</u>					
50-370-1850	159,532.89	159,532.89	600,000.00	440,467.11	26.6
50-370-1854	7,705.50	7,705.50	.00	( 7,705.50)	.0
50-370-1990	345.00	345.00	1,800.00	1,455.00	19.2
<b>TOTAL OTHER</b>	<b>167,583.39</b>	<b>167,583.39</b>	<b>601,800.00</b>	<b>434,216.61</b>	<b>27.9</b>
<b>TOTAL FUND REVENUE</b>	<b>337,020.84</b>	<b>337,020.84</b>	<b>12,712,135.00</b>	<b>12,375,114.16</b>	<b>2.7</b>

TOWN OF LOCHBUIE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2024

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS</u>					
50-410-3010	9,634.12	9,634.12	163,989.00	154,354.88	5.9
50-410-3011	313.96	313.96	4,400.00	4,086.04	7.1
50-410-3013	163.21	163.21	2,778.00	2,614.79	5.9
50-410-3065	1,470.33	1,470.33	24,888.00	23,417.67	5.9
50-410-3080	298.29	298.29	3,143.00	2,844.71	9.5
50-410-3081	1,650.39	1,650.39	28,608.00	26,957.61	5.8
50-410-3083	112.80	112.80	2,870.00	2,757.20	3.9
50-410-3090	.00	.00	1,500.00	1,500.00	.0
50-410-4020	6,815.22	6,815.22	165,650.00	158,834.78	4.1
50-410-4120	.00	.00	41,200.00	41,200.00	.0
50-410-4140	.00	.00	20,000.00	20,000.00	.0
50-410-4260	902.80	902.80	32,000.00	31,097.20	2.8
50-410-4291	13,754.34	13,754.34	212,000.00	198,245.66	6.5
50-410-4460	.00	.00	19,000.00	19,000.00	.0
50-410-4476	.00	.00	29,712.00	29,712.00	.0
50-410-4500	.00	.00	150,000.00	150,000.00	.0
50-410-5410	10,260.30	10,260.30	145,000.00	134,739.70	7.1
50-410-5411	.00	.00	30,000.00	30,000.00	.0
50-410-5420	.00	.00	1,000.00	1,000.00	.0
50-410-5450	169.74	169.74	2,550.00	2,380.26	6.7
50-410-5500	.00	.00	1,500.00	1,500.00	.0
50-410-6100	98.78	98.78	91,350.00	91,251.22	.1
50-410-6105	1,261.24	1,261.24	7,000.00	5,738.76	18.0
50-410-6115	79.97	79.97	40,660.00	40,580.03	.2
50-410-6200	.00	.00	1,500.00	1,500.00	.0
50-410-6300	4,279.04	4,279.04	100,000.00	95,720.96	4.3
50-410-6500	816.68	816.68	95,000.00	94,183.32	.9
50-410-6501	674.34	674.34	7,000.00	6,325.66	9.6
50-410-6570	.00	.00	5,000.00	5,000.00	.0
50-410-7300	.00	.00	175,000.00	175,000.00	.0
50-410-7400	.00	.00	305,000.00	305,000.00	.0
50-410-7410	.00	.00	300,000.00	300,000.00	.0
50-410-8880	53.83	53.83	3,000.00	2,946.17	1.8
50-410-9400	.00	.00	20,000.00	20,000.00	.0
50-410-9500	.00	.00	5,050,000.00	5,050,000.00	.0
50-410-9560	.00	.00	318,700.00	318,700.00	.0
50-410-9595	.00	.00	6,000,000.00	6,000,000.00	.0
50-410-9596	.00	.00	1,132,000.00	1,132,000.00	.0
50-410-9597	.00	.00	3,750,000.00	3,750,000.00	.0
TOTAL OPERATIONS	52,809.38	52,809.38	18,482,998.00	18,430,188.62	.3

TOWN OF LOCHBUIE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2024

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
50-423-3010	21,017.84	21,017.84	327,609.00	306,591.16	6.4
50-423-3011	.00	.00	675.00	675.00	.0
50-423-3013	337.32	337.32	5,438.00	5,100.68	6.2
50-423-3065	3,121.74	3,121.74	48,715.00	45,593.26	6.4
50-423-3080	63.87	63.87	673.00	609.13	9.5
50-423-3081	2,734.50	2,734.50	40,614.00	37,879.50	6.7
50-423-3083	248.50	248.50	4,245.00	3,996.50	5.9
50-423-3090	.00	.00	7,000.00	7,000.00	.0
50-423-4020	5,761.04	5,761.04	53,519.00	47,757.96	10.8
50-423-4050	2,688.37	2,688.37	85,500.00	82,811.63	3.1
50-423-4100	.00	.00	10,000.00	10,000.00	.0
50-423-4120	3,863.75	3,863.75	181,200.00	177,336.25	2.1
50-423-4140	19,282.59	19,282.59	90,000.00	70,717.41	21.4
50-423-4380	373.33	373.33	6,000.00	5,626.67	6.2
50-423-4460	574.50	574.50	10,000.00	9,425.50	5.8
50-423-4470	78.53	78.53	2,600.00	2,521.47	3.0
50-423-5010	6,754.42	6,754.42	32,000.00	25,245.58	21.1
50-423-5300	.00	.00	1,500.00	1,500.00	.0
50-423-5410	603.70	603.70	5,800.00	5,196.30	10.4
50-423-5420	7.50	7.50	250.00	242.50	3.0
50-423-5450	370.26	370.26	6,100.00	5,729.74	6.1
50-423-5700	45.00	45.00	540.00	495.00	8.3
50-423-5710	58.50	58.50	774.00	715.50	7.6
50-423-5800	.00	.00	250.00	250.00	.0
50-423-6100	250.38	250.38	2,000.00	1,749.62	12.5
50-423-7100	2,316.57	2,316.57	7,525.00	5,208.43	30.8
50-423-7220	566.13	566.13	1,000.00	433.87	56.6
50-423-7221	.00	.00	19,200.00	19,200.00	.0
50-423-8880	16.49	16.49	2,500.00	2,483.51	.7
50-423-9400	.00	.00	25,000.00	25,000.00	.0
TOTAL ADMINISTRATION	71,134.83	71,134.83	978,227.00	907,092.17	7.3
<u>DEBT SERVICE</u>					
50-430-8968	.00	.00	285,000.00	285,000.00	.0
50-430-8969	.00	.00	280,000.00	280,000.00	.0
50-430-8970	.00	.00	135,000.00	135,000.00	.0
50-430-8977	.00	.00	25,713.00	25,713.00	.0
TOTAL DEBT SERVICE	.00	.00	725,713.00	725,713.00	.0
TOTAL FUND EXPENDITURES	123,944.21	123,944.21	20,186,938.00	20,062,993.79	.6
NET REVENUE OVER EXPENDITURES	213,076.63	213,076.63	( 7,474,803.00)	( 7,687,879.63)	2.9

TOWN OF LOCHBUIE  
BALANCE SHEET  
JANUARY 31, 2024

SEWER FUND

ASSETS

55-1000010	CASH IN COMBINED FUND	17,227,814.42	
55-1000060	A/R - CUSTOMERS	113,014.47	
55-1000105	MACHINERY & EQUIPMENT	322,126.75	
55-1000110	VEHICLES	21,370.67	
55-1000120	LAND	263,687.53	
55-1000125	PLANT	15,788,006.23	
55-1000130	BUILDINGS	1,057,729.49	
55-1000140	SOFTWARE	56,438.66	
55-1000145	MECHANICAL WASTE WATER PLANT	1,174,408.43	
55-1000147	STORM DRAINAGE	786,291.80	
55-1000160	ACCUM DEPR PLANT	( 7,676,584.70)	
55-1000168	CONSTRUCTION IN PROGRESS	64,922.50	
55-1000998	DEF OUTFLOW - OPEB	8,458.00	
55-1000999	DEFERRED OUTFLOW OF RESOURCES	59,429.00	
	TOTAL ASSETS		29,267,113.25

LIABILITIES AND EQUITY

LIABILITIES

55-2000203	ACCOUNTS PAYABLE	35,799.52	
55-2000206	WAGES PAYABLE	6,665.26	
55-2000239	COMPENSATED ABSENCE	14,189.49	
55-2000346	NET OPEB LIABILITY	19,028.00	
55-2000347	DEF INFLOWS - OPEB	6,722.00	
55-2000348	NET PENSION LIABILITY	( 24,337.00)	
55-2000349	DEFERRED INFLOWS OF RESOURCES	210,929.00	
	TOTAL LIABILITIES		268,996.27

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
55-2000801	CURRENT FUND BALANCE	24,741,043.16	
55-2000810	CONTRIBUTED CAP DEVELOPERS	1,783,328.00	
55-2000820	CONTRIB CAP - ST & FED GRANTS	839,321.55	
55-2000875	RETAINED EARNINGS	( 226,704.00)	
55-2000881	CONTRIBUTED TAP FEES	1,739,223.00	
	REVENUE OVER EXPENDITURES - YTD	121,905.27	
	BALANCE - CURRENT DATE	28,998,116.98	
	TOTAL FUND EQUITY		28,998,116.98
	TOTAL LIABILITIES AND EQUITY		29,267,113.25

TOWN OF LOCHBUIE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2024

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SEWER OPERATIONS</u>					
55-310-1500 LOCHBUIE SEWER SERVICE CHARGES	100,927.08	100,927.08	1,200,000.00	1,099,072.92	8.4
TOTAL SEWER OPERATIONS	100,927.08	100,927.08	1,200,000.00	1,099,072.92	8.4
<u>FEEES</u>					
55-350-1510 DELINQUENT NOTICE	2,410.80	2,410.80	20,400.00	17,989.20	11.8
55-350-1522 SEWER COLLECTION PIF	.00	.00	610,584.00	610,584.00	.0
55-350-1524 SEWER TREATMENT PIF	.00	.00	1,751,200.00	1,751,200.00	.0
55-350-1525 SEWER FACILITIES SURCHARGE	.00	.00	7,600.00	7,600.00	.0
55-350-1812 ACCOUNT SETUP/TRANSFER FEE	364.00	364.00	2,100.00	1,736.00	17.3
55-350-1901 CITY OF BRIGHTON FLOWS	.00	.00	1,060,000.00	1,060,000.00	.0
55-350-1920 LOCHBUIE SEWER TAP FEES	.00	.00	13,376.00	13,376.00	.0
TOTAL FEES	2,774.80	2,774.80	3,465,260.00	3,462,485.20	.1
<u>OTHER REVENUES</u>					
55-370-1850 INTEREST EARNED	136,165.34	136,165.34	480,000.00	343,834.66	28.4
55-370-1854 UNREALIZED GAIN/LOSS ON INVEST	6,576.83	6,576.83	.00	( 6,576.83)	.0
55-370-1990 OTHER REVENUE	161.00	161.00	1,600.00	1,439.00	10.1
TOTAL OTHER REVENUES	142,903.17	142,903.17	481,600.00	338,696.83	29.7
TOTAL FUND REVENUE	246,605.05	246,605.05	5,146,860.00	4,900,254.95	4.8

TOWN OF LOCHBUIE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2024

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS</u>					
55-410-4020 OTHER FEES - PROF & TECH SRVCS	875.73	875.73	16,800.00	15,924.27	5.2
55-410-4120 ENGINEERING FEES	.00	.00	41,200.00	41,200.00	.0
55-410-4140 LEGAL & PROSECUTING ATTY FEES	.00	.00	10,000.00	10,000.00	.0
55-410-4260 LABORATORY FEES	1,952.11	1,952.11	30,000.00	28,047.89	6.5
55-410-4291 OPERATOR IN CHARGE	13,290.78	13,290.78	212,000.00	198,709.22	6.3
55-410-4476 LEASES - EQUIPMENT	.00	.00	3,000.00	3,000.00	.0
55-410-5410 ELECTRIC/GAS UTILITIES	14,614.88	14,614.88	220,000.00	205,385.12	6.6
55-410-5420 TRASH FEES	65.00	65.00	1,600.00	1,535.00	4.1
55-410-5450 TELEPHONE SERVICE	255.43	255.43	3,150.00	2,894.57	8.1
55-410-6100 GENERAL SUPPLIES	621.99	621.99	10,000.00	9,378.01	6.2
55-410-6105 LAB SUPPLIES	.00	.00	8,000.00	8,000.00	.0
55-410-6115 EQUIPMENT	.00	.00	35,000.00	35,000.00	.0
55-410-6200 FUEL & OIL	.00	.00	1,500.00	1,500.00	.0
55-410-6300 CHEMICALS	18,242.28	18,242.28	150,000.00	131,757.72	12.2
55-410-6420 SLUDGE HAULING	14,896.53	14,896.53	200,000.00	185,103.47	7.5
55-410-6430 GREASE HAULING	.00	.00	20,000.00	20,000.00	.0
55-410-6440 UV SYSTEM	.00	.00	23,000.00	23,000.00	.0
55-410-6500 REPAIRS AND MAINTENANCE	52.46	52.46	162,000.00	161,947.54	.0
55-410-6501 R&M - FLEET	.00	.00	1,000.00	1,000.00	.0
55-410-7410 CONTINGENCY RESERVE	.00	.00	350,000.00	350,000.00	.0
55-410-9400 CAPITAL OUTLAY / CONTINGENCY	.00	.00	32,300.00	32,300.00	.0
55-410-9520 CIP-CONSTRUCTION-PLANT EXPANSI	.00	.00	1,600,000.00	1,600,000.00	.0
<b>TOTAL OPERATIONS</b>	<b>64,867.19</b>	<b>64,867.19</b>	<b>3,130,550.00</b>	<b>3,065,682.81</b>	<b>2.1</b>
<u>COLLECTIONS</u>					
55-420-3010 REGULAR SALARIES	3,211.38	3,211.38	45,996.00	42,784.62	7.0
55-420-3011 OVERTIME PAY	104.65	104.65	1,200.00	1,095.35	8.7
55-420-3013 PAYROLL TAXES	54.32	54.32	779.00	724.68	7.0
55-420-3065 PERA CONTRIBUTION	490.12	490.12	6,976.00	6,485.88	7.0
55-420-3080 WORKERS COMP	82.57	82.57	870.00	787.43	9.5
55-420-3081 INSURANCE / 457 CONTRIBUTIONS	550.09	550.09	8,000.00	7,449.91	6.9
55-420-3083 PLAN 457 MATCH	37.60	37.60	749.00	711.40	5.0
55-420-3090 TRAINING	.00	.00	1,500.00	1,500.00	.0
55-420-4500 R&M SVC'S LINES	.00	.00	565,000.00	565,000.00	.0
<b>TOTAL COLLECTIONS</b>	<b>4,530.73</b>	<b>4,530.73</b>	<b>631,070.00</b>	<b>626,539.27</b>	<b>.7</b>

TOWN OF LOCHBUIE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2024

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
55-423-3010	14,361.83	14,361.83	229,275.00	214,913.17	6.3
55-423-3011	.00	.00	500.00	500.00	.0
55-423-3013	230.60	230.60	3,806.00	3,575.40	6.1
55-423-3065	2,132.92	2,132.92	34,090.00	31,957.08	6.3
55-423-3080	54.76	54.76	577.00	522.24	9.5
55-423-3081	1,923.14	1,923.14	28,989.00	27,065.86	6.6
55-423-3083	169.00	169.00	2,977.00	2,808.00	5.7
55-423-3090	.00	.00	6,500.00	6,500.00	.0
55-423-4020	5,761.05	5,761.05	69,719.00	63,957.95	8.3
55-423-4050	2,688.37	2,688.37	85,500.00	82,811.63	3.1
55-423-4100	.00	.00	10,000.00	10,000.00	.0
55-423-4140	9,645.60	9,645.60	10,000.00	354.40	96.5
55-423-4380	373.34	373.34	6,000.00	5,626.66	6.2
55-423-4460	574.50	574.50	10,000.00	9,425.50	5.8
55-423-4470	78.53	78.53	2,600.00	2,521.47	3.0
55-423-5010	10,113.55	10,113.55	45,000.00	34,886.45	22.5
55-423-5300	.00	.00	1,500.00	1,500.00	.0
55-423-5410	603.70	603.70	5,800.00	5,196.30	10.4
55-423-5420	7.50	7.50	250.00	242.50	3.0
55-423-5450	370.25	370.25	6,100.00	5,729.75	6.1
55-423-5700	30.00	30.00	360.00	330.00	8.3
55-423-5710	39.00	39.00	516.00	477.00	7.6
55-423-5800	.00	.00	250.00	250.00	.0
55-423-6100	250.38	250.38	2,000.00	1,749.62	12.5
55-423-7100	5,624.06	5,624.06	10,625.00	5,000.94	52.9
55-423-7220	258.66	258.66	.00	( 258.66)	.0
55-423-7221	.00	.00	13,800.00	13,800.00	.0
55-423-8880	11.12	11.12	2,500.00	2,488.88	.4
TOTAL ADMINISTRATION	55,301.86	55,301.86	589,234.00	533,932.14	9.4
TOTAL FUND EXPENDITURES	124,699.78	124,699.78	4,350,854.00	4,226,154.22	2.9
NET REVENUE OVER EXPENDITURES	121,905.27	121,905.27	796,006.00	674,100.73	15.3

Type of Property		2021 Assmt Rate (payable in 2022)	2022 Assmt Rate (payable in 2023) Created under SB21-293	2023 Assmt Rate and exemptions (payable in 2024) created under SB22-238	2023 Assmt Rate and exemptions (payable in 2024) Spec Sess SB23B-001	2024 Assmt Rate and exemptions (payable in 2025)
Non-residential	Renewable Energy Production Real & PP	29.0%	26.4%	26.4%	26.4%	26.4%
	Agricultural Real & PP	29.0%	26.4%	26.4%	26.4%	26.4%
	Commercial	29.0%	29.0%	27.9% (exempt first \$30,000 actual floored at \$1,000 assd)	27.9% (exempt first \$30,000 actual floored at \$1,000 assd)	29.0%
	Industrial	29.0%	29.0%	27.9%	27.9%	29.0%
	Vacant Land	29.0%	29.0%	27.9%	27.9%	29.0%
	Personal Property	29% <= \$50,000 exempt	29% <= \$50,000 exempt	27.9% <= \$52,000 exempt	27.9% <= \$52,000 exempt	29.0% <= \$52,000 exempt
	Oil & Gas	87.5%	87.5%	87.5%	87.5%	87.5%
Residential	Multi-family housing (i.e. apartments)	7.15%	6.80%	6.765% (exempt first \$15,000 actual floored at \$1,000 assd)	6.7% (exempt first \$55,000 actual floored at \$1,000 assd)	6.80%
	All other residential property	7.15%	6.95%	6.765% (exempt first \$15,000 actual floored at \$1,000 assd)	6.7% (exempt first \$55,000 actual floored at \$1,000 assd)	TBD (set at a level to hit a total revenue reduction of \$700M - by 3/2024)
	Titled Manufactured Homes (i.e. M accounts)	7.15%	6.95% (<= \$28,000 is exempt HB22-1223)	6.765% (exempt first \$15,000 actual floored at \$1,000 assd) (<= \$28,000 is exempt HB22-1223)	6.7% (exempt first \$55,000 actual floored at \$1,000 assd) (<= \$28,000 is exempt HB22-1223)	TBD (<= \$28,000 is exempt HB22-1223)

Certification and abstract will reflect adjusted actual and adjusted assessed. DPT recommends Seniors will be applied based on the adjusted actual.

BACKFILL AMOUNTS - for 2023 payable in April 2024. Value change calculations should not include titled manufactured home exemption amounts and PP

SB22-238 Backfill	SB23b-001 Backfill
COUNTIES - If > 300,000 population IF DISTRICT TYPE: Muni, Fire, Health, Library, Sani, Water 100% if <10% value change @ district level 90% if >=10% value change @ district level All other DISTRICTS = 65%	COUNTIES - If > 300,000 population IF DISTRICT TYPE: Muni, Library, Sani, Water IF DISTRICT TYPE: Amb, Health, Fire = 100% 100% if <10% value change @ district level 90% if >=10% and <15% value change @ district level 0% if >15% value change @ district level



## Portfolio Review

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report as of 02/02/2024

*Prepared for*

**Town of Lochbuie**

*Presented by*

**Michael Kearney**

**3125804391**

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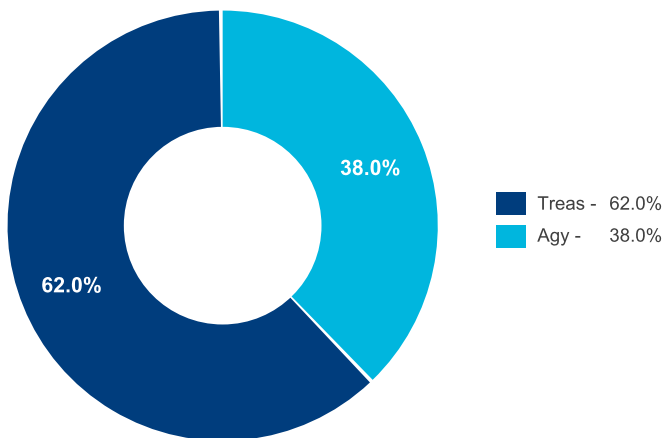
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### Totals & Averages @ Market

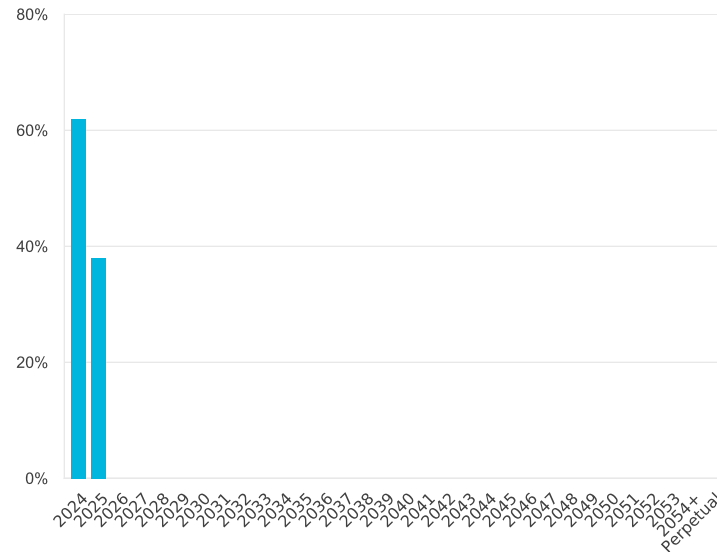
Summary Totals	
Original Face	\$8,000,000
Current Face (Par)	\$8,000,000
Market Principal	\$7,935,710
Accrued Interest	\$34,130
Cash & Cash Alternatives	\$0
Fixed Income Funds	\$0
Equity Balance	\$0
Total Portfolio Value	\$7,969,840
Next 12mo Cpn Cash Flow	\$148,125
Generic Annual Cpn Cash Flow	\$148,125
Weighted Averages	
Coupon*	1.852%
Maturity**	0.68 yrs
Duration	0.65
Yield to Worst	5.244%
Yield to Maturity	5.353%
Market Price*	99.196
Tax Lots Holdings Included	4 of 4

\*Par-Wtd, all else Mkt-Wtd.  
 \*\*Avg life used for principal paydowns, and perpetual securities are assigned a 40 year maturity.

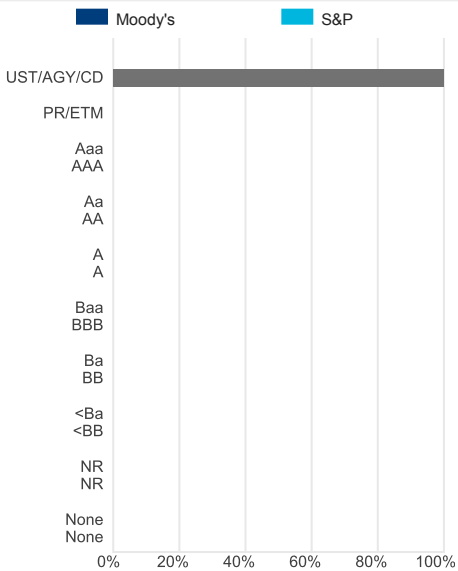
### Asset Class



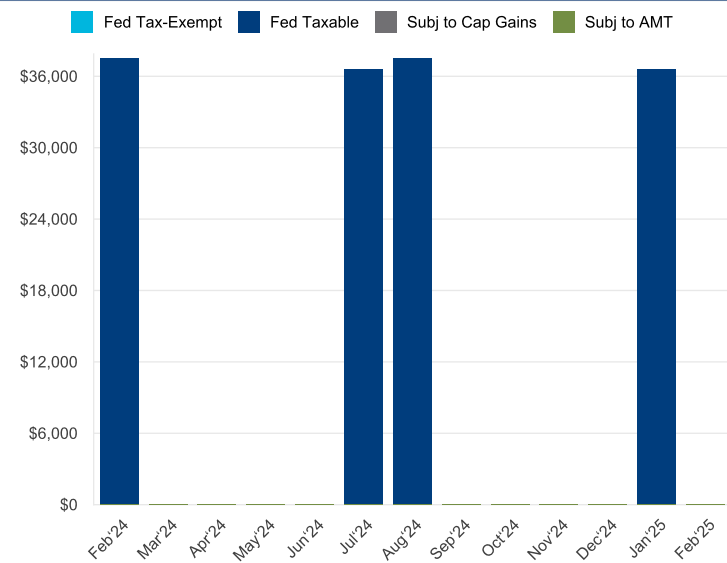
### Maturity



### Ratings - Both

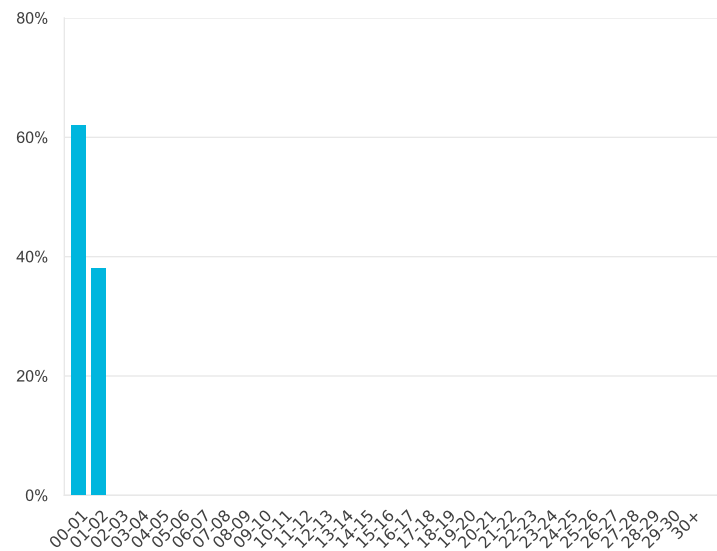


### Coupon Cash Flow



Includes coupon cash flows for the next 12 months, from 02/02/2024 to 02/01/2025.

### Duration



Includes all tax lot holdings with recognized CUSIP, quantity, market price and full analytical calculations on reporting date. Includes coupon cash flows for the next 12 months, from 02/02/2024 to 02/01/2025. Projected Principal Paydowns for CMOs are produced by applying current pool speeds which are updated weekly. Assuming similar market conditions going forward, Projected Principal Paydowns for Pass-Thru securities are produced by calculating and applying concurrent historical speeds to future paydown schedules.  
 For Information Purposes Only-Not intended as a recommendation. Information has been obtained from sources believed reliable, JPMorgan and its affiliates do not guarantee its accuracy or completeness. Cash flows, past performance & forward looking assumptions are not indicative of future results. Please read the IMPORTANT INFORMATION.

report as of 02/02/2024

Total Tax Lot Holdings	
Original Face Value	\$8,000,000
Current Face Value	\$8,000,000
Valid Tax Lot Holdings	4
Unrecognized Tax Lot Holdings	0
Total Tax Lot Holdings	4
<p><i>'Valid Tax Lot Holdings' includes all tax lot holdings with recognized CUSIP and quantity.</i></p>	

Tax Lot Holdings w/ Market Price	
Priced Original Face Value	\$8,000,000
Priced Current Face Value	\$8,000,000
Tax Lot Holdings Included	4 of 4
Priced Market Principal	\$7,935,710
Average Coupon	1.852%
Average Market Price	99.196

*Includes all tax lot holdings with recognized CUSIP, quantity and market price on reporting date. Average coupon and market price weighted by market principal.*

Tax Lot Holdings w/ Market Price & Full Calculations			
Portfolio Totals		Portfolio Averages	
Original Face Value	\$8,000,000	Coupon	1.852%
Current Face Value	\$8,000,000	Maturity	0.68 yrs
Market Principal Value	\$7,935,710	Duration	0.65
Accrued Interest	\$34,130	Convexity	0.010
Total Market Value	\$7,969,840	Current Yield	1.867%
Cash & Cash Alternatives	\$0	Yield to Worst	5.244%
Fixed Income Funds	\$0	Yield to Maturity	5.353%
Equity Balance	\$0	After Tax YTW	3.304%
Total Portfolio Value	\$7,969,840	Taxable Equivalent YTW	5.244%
Next 12mo Cpn Cash Flow	\$148,125	After Tax YTM	3.372%
Generic Annual Cpn Cash Flow	\$148,125	Taxable Equivalent YTM	5.353%
Tax Lot Holdings Included	4 of 4	Market Price	99.196

*Includes all tax lot holdings with recognized CUSIP, quantity, market price and full analytical calculations on reporting date. Portfolio average values are market-weighted, unless otherwise noted. Coupon and market price are par-weighted. All prices have been normalized to par. Average life used for principal paydowns, and perpetual securities are assigned a 40 year maturity. Includes coupon cash flows for the next 12 months, from 02/02/2024 to 02/01/2025. ATY/TEY calculations use a Fed Tax rate of 37.00%, a Cap Gains Tax rate of 20.00%, a State of N/A, and a State Tax rate of N/A. Generic Annual Cpn Cash Flow is simply coupon rate times current face value, and does not consider acquisition date, redemption dates, long/short first coupons, ex-dividend dates, payment delays, etc. Duration and convexity figures represent modified duration to worst.*

report as of 02/02/2024

Total Tax Lot Holdings	
Original Face Value	\$8,000,000
Current Face Value	\$8,000,000
Valid Tax Lot Holdings	4
Unrecognized Tax Lot Holdings	0
Total Tax Lot Holdings	4

*'Valid Tax Lot Holdings' includes all tax lot holdings with recognized CUSIP and quantity.*

Tax Lot Holdings w/ Complete Acquisition Data	
Original Face Value	\$8,000,000
Face Value at Acquisition	\$8,000,000
Tax Lot Holdings Included	4 of 4
Original Principal Cost	\$7,794,465
Average Acquisition Price	97.431

*Includes all tax lot holdings with recognized CUSIP, quantity, and acquisition date/price. Average acquisition price is weighted by original principal cost.*

Tax Lot Holdings w/ Complete Acquisition Data & Full Calculations			
Portfolio Totals		Portfolio Averages	
Original Face Value	\$8,000,000	Yield to Worst (cost)	5.054%
Face Value at Acquisition	\$8,000,000	Yield to Worst (mkt)	5.244%
Original Principal Cost	\$7,794,465	Yield to Maturity (cost)	5.212%
Adjusted Principal Cost	\$7,795,214	Yield to Maturity (mkt)	5.353%
Current Market Principal	\$7,935,710	Original Acquisition Price	97.431
Estimated Gain/(Loss)	\$140,496	Adjusted Cost Price	97.440
Tax Lot Holdings Included	4 of 4	Current Market Price	99.196

*Includes all tax lot holdings with recognized CUSIP, quantity, acquisition date/price, full analytical calculations at acquisition, market price, and full analytical calculations on reporting date. Average values @ cost are weighted by respective original total acquisition costs. All prices have been normalized to par. Average life used for principal paydowns, and perpetual securities are assigned a 40 year maturity.*

### Position Details

CUSIP Asset	Curr Face % Port	Account # Held	Mdy / S&P (Underlying)	Issue Description	Coupon Maturity	Mkt Px Duration	Px To	Date	Yield	ATY	TEY	Acq Date Acq Px / Yld	Tot Adj Cost Adj Cost Px	Mkt Principal Accr Int	Unreal G/L % Adj Cost
912797GN1 <i>Treas</i>	2,000 25.00%	<i>Held-Away</i>	-/-	UNITED STATES TREAS BILLS	0.000% 02/15/2024	99.811 0.03	<i>Discount</i> <i>Maturity</i> <i>Curr Yield</i>	02/15/2024 02/15/2024 -	6.804% 6.930% (w) -	4.287% 4.366%	6.804% 6.930%	08/18/2023 97.404 / 5.163%	\$1,948,080 97.404	\$1,996,220 \$0	\$48,140 2.5%
<i>Interest at Maturity</i>															
912797GK7 <i>Treas</i>	3,000 37.50%	<i>Held-Away</i>	-/-	UNITED STATES TREAS BILLS	0.000% 08/08/2024	97.474 0.49	<i>Discount</i> <i>Maturity</i> <i>Curr Yield</i>	08/08/2024 08/08/2024 -	4.915% 5.125% (w) -	3.096% 3.229%	4.915% 5.125%	08/18/2023 95.083 / 4.972%	\$2,852,490 95.083	\$2,924,220 \$0	\$71,730 2.5%
3130AV7L0 <i>Agy</i>	1,500 18.75%	<i>Held-Away</i>	Aaa/AA+	FEDERAL HOME LOAN BANKS	5.000% 02/28/2025	100.345 1.00	<i>Maturity</i> <i>Curr Yield</i>	02/28/2025 -	4.661% (w) 4.983%	2.936%	4.661%	08/18/2023 99.805 / 5.133%	\$1,497,075 99.805	\$1,505,175 \$32,708	\$8,100 0.5%
<i>Moody's Outlook Negative   S&amp;P Outlook Stable   Short First Coupon   FHLB   Semi-Annual Pay</i>															
3133EPRS6 <i>Agy</i>	1,500 18.75%	<i>Held-Away</i>	Aaa/AA+	FEDERAL FARM CR BKS	4.875% 07/28/2025	100.673 1.41	<i>Maturity</i> <i>Curr Yield</i>	07/28/2025 -	4.400% (w) 4.842%	2.772%	4.400%	08/18/2023 99.788 / 4.989%	\$1,497,569 99.838	\$1,510,095 \$1,422	\$12,526 0.8%
<i>Moody's Outlook Negative   S&amp;P Outlook Stable   FFCB   Semi-Annual Pay</i>															

Includes all tax lot holdings with recognized CUSIP. For preferred securities, # of shares is displayed instead of current face value, which is represented in thousands (000).

The (w) in the Yield column indicates which yield value is the Yield to Worst (YTW).

Duration figure represents modified duration to worst.

ATY/TEY calculations use a Fed Tax rate of 37.00%, a Cap Gains Tax rate of 20.00%, a State of N/A, and a State Tax rate of N/A.

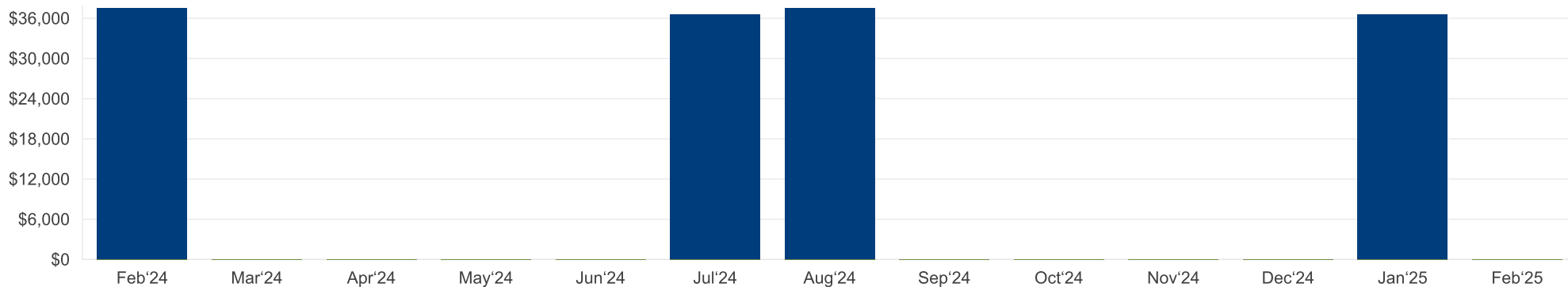
### Coupon Cash Flow by Asset Class / Type

Time Period: 02/02/2024 - 02/01/2025

	Feb'24	Mar'24	Apr'24	May'24	Jun'24	Jul'24	Aug'24	Sep'24	Oct'24	Nov'24	Dec'24	Jan'25	Feb'25	Total	%Tot
Agency	\$37,500	-	-	-	-	\$36,562	\$37,500	-	-	-	-	\$36,562	-	\$148,125	100.0%
Agency Pass-Thru	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Asset-Backed	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
CD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
CMO	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Corporate	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Muni: Fed Tax	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Muni: Tax-Exempt	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Muni: Subj AMT	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Pfd: Fed Tax	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Pfd: Tax-Exempt	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Pfd: Cap Gains	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Treasury	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total</b>	<b>\$37,500</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>\$36,562</b>	<b>\$37,500</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>\$36,562</b>	<b>-</b>	<b>\$148,125</b>	<b>100.0%</b>
Fed Tax-Exempt	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Fed Taxable	\$37,500	-	-	-	-	\$36,562	\$37,500	-	-	-	-	\$36,562	-	\$148,125	100.0%
Subj to Cap Gains	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subj to AMT	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

### Coupon Cash Flow

■ Fed Tax-Exempt 
 ■ Fed Taxable 
 ■ Subj to Cap Gains 
 ■ Subj to AMT



Includes all tax holdings with recognized CUSIP, quantity, market price and full analytical calculations on reporting date. Includes coupon cash flows for the next 12 months, from 02/02/2024 to 02/01/2025. Totals are the sum of rounded displayed values. The cash flows displayed are only estimates. Your actual interest and principal payments may be higher or lower than these estimates. Projected Principal Paydowns for CMOs are produced by applying current pool speeds which are updated weekly. Assuming similar market conditions going forward, Projected Principal Paydowns for Pass-Thru securities are produced by calculating and applying concurrent historical speeds to future paydown schedules.

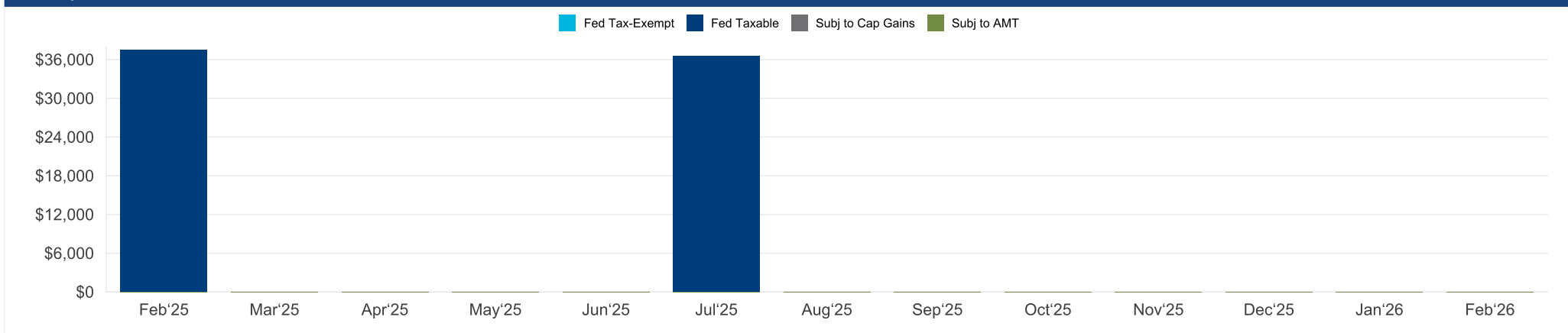
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### Coupon Cash Flow by Asset Class / Type

Time Period: 02/02/2025 - 02/01/2026

	Feb'25	Mar'25	Apr'25	May'25	Jun'25	Jul'25	Aug'25	Sep'25	Oct'25	Nov'25	Dec'25	Jan'26	Feb'26	Total	%Tot
Agency	\$37,500	-	-	-	-	\$36,562	-	-	-	-	-	-	-	\$74,062	100.0%
Agency Pass-Thru	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Asset-Backed	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
CD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
CMO	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Corporate	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Muni: Fed Tax	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Muni: Tax-Exempt	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Muni: Subj AMT	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Pfd: Fed Tax	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Pfd: Tax-Exempt	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Pfd: Cap Gains	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Treasury	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total</b>	<b>\$37,500</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>\$36,562</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>\$74,062</b>	<b>100.0%</b>
Fed Tax-Exempt	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Fed Taxable	\$37,500	-	-	-	-	\$36,562	-	-	-	-	-	-	-	\$74,062	100.0%
Subj to Cap Gains	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subj to AMT	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

### Coupon Cash Flow



Includes all tax holdings with recognized CUSIP, quantity, market price and full analytical calculations on reporting date. Includes coupon cash flows for the next 12-24 months, from 02/02/2025 to 02/01/2026. Totals are the sum of rounded displayed values. The cash flows displayed are only estimates. Your actual interest and principal payments may be higher or lower than these estimates. Projected Principal Paydowns for CMOs are produced by applying current pool speeds which are updated weekly. Assuming similar market conditions going forward, Projected Principal Paydowns for Pass-Thru securities are produced by calculating and applying concurrent historical speeds to future paydown schedules.

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Term	Definition
% Fixed Income Account	Percentage that the Tax Lot represents of either the Total Par or Market Value of the Account.
% Principal (G/L)	Percentage that Gain/(Loss) is of Current Market Principal Value.
Accrued Interest	Total Accrued Interest of Tax Lots with a current Market Price and full analytical calculations assuming regular way Settlement for each asset class from the as-of report Date.
Acquisition Cost - Total	The sum of each Tax Lot's Principal Cost, for all Tax Lots with an Acquisition Price.
Acquisition Price	The Price at which each Tax Lot was Purchased on the Original Trade Date.
Acquisition Price - Average	Original Principal Cost-weighted Acquisition Price, for all Tax Lots with an Acquisition Price available.
Acquisition Settlement Date	The Settlement Date when each Tax Lot was Purchased. Used for Acquisition calculations.
Acquisition Trade Date	The Date when each Tax Lot was Purchased. Used for Long/Short-term Gain/(Loss) determination and calculation of Settlement Date if not provided (greater of regular way or Dated Date).
Acquisition Yield To Worst	Purchase Yield to Worst on Acquisition Settlement Date, for each Tax Lot with an Acquisition Price and Acquisition Date. Used for daily calculation of Adjusted Cost (book) Price values.
Actual Coupon Cash Flow	Total Coupon payments over the next 12 months, for all recognized Tax Lots where Cash Flow data is available.
Adjusted Cost	Adjusted Cost (book) Price at current Market Settlement Date, for each Tax Lot. Uses the Constant Yield Methodology, determined by the IRS.
Adjusted Cost - Total	The sum of each Tax Lot's Adjusted Principal Cost on current Market Settlement Date, for all Tax Lots with an Acquisition Price.
Adjusted Price	Current Face Value-weighted average Adjusted (book) Price, for Tax Lots with an Acquisition Price, Acquisition Date, current Market Price, and full analytical calculations.
Adjusted Principal Cost	Total Adjusted Principal (book) Cost on report Date, for Tax Lots with an Acquisition Price, Acquisition Date, current Market Price, and full analytical calculations.
After-Tax Yield	After-Tax Yield (to Worst, to Call, to Maturity) for each Tax Lot with a current Market Price and full analytical calculations. Assumes Fed Inc/Cap Gain rates of 37% / 20.0% or Account-specific rates and residency settings.
After-Tax Yield - Average	Average Market Principal-weighted After-Tax Yield (to Worst, to Call, to Maturity) for all Tax Lots with a current Market Price and full analytical calculations. Cognizant of the Account-specific State of Residence and Tax Rates.
Asset Held	Indicates if the Tax Lot is Held-Internally, or Held-Away (Externally) to the Account.
Benchmark	Descriptor for the Benchmark Scale name and data point used in the spread calculation.
Call	The next Date and Price where the Issuer has the option to return Principal prior to Maturity.
Cash & Equivalents Balance	Aggregated \$ value of Cash and Assets which are deemed to be Cash equivalents.
Convexity	The rate at which Duration changes in response to interest rate changes. A positive value indicates Prices will rise more rapidly in a Bull Market (Yields down) and fall more slowly in a Bear Market (Yields up). The opposite is true for negatively Convexed bonds. Non-Callable bonds have positive Convexity. Typically bonds with shorter Calls have negative Convexity.
Convexity - Average	Market Principal-weighted Average Convexity, for all Tax Lots with a current Market Price and full analytical calculations.
Corporate Debt Ranking	The Ranking of the security in the company's Debt/Capital Structure. Examples: Senior Unsecured, Subordinated, Junior, etc.
Corporate Sector	Industrial classification of Corporate Bond Issuers by line of business.
Coupon	The rate at which when applied to the Par Value will determine the annualized Cash Flow paid to the investor.
Coupon - Average	Average Coupon Rate-weighted by Current Face Value (Market Value-weighted optional), for all Tax Lots with current Market Prices and full analytical calculations.
CUSIP	An industry-standard, unique, nine character alpha-numeric identifier for registered securities.
Current Face Value	The Original Face Value multiplied by the Factor on the as-of report Date, for each Tax Lot with a current Market Price and full analytical calculations.
Current Face Value - Total	The sum of each Tax Lot's Original Face Value multiplied by the Factor on the as-of report Date, for all Tax Lots with a current Market Price and full analytical calculations.
Current Market Price	Current Face Value-weighted average Current Market Price, for Tax Lots with an Acquisition Price, Acquisition Date, current Market Price, and full analytical calculations.
Current Market Principal	Total Principal Value at current Market Prices on report Date, for Tax Lots with an Acquisition Price, current Market Price, and full analytical calculations.
Current Yield	Annual Income divided by the Current Price. Represents the return the bondholder would receive if purchasing the bond today and holding it for one year.
De Minimis Delta Price	The difference between the current Market Price and the De Minimis Threshold Price, reflecting the Price change necessary for a new owner to be subject to a different tax treatment.
De Minimis Delta Yield	The difference between the current Market Yield To Worst and the De Minimis threshold Yield To Worst, reflecting the Yield To Worst change necessary for a new owner to be subject to a different tax treatment.
De Minimis Price	The De Minimis threshold Price. Purchasing a bond at a Price above the Threshold will result in favorable tax treatment if held to maturity.
De Minimis Rule	The De Minimis rule states that Capital Gains Tax must be paid on a bond Purchased at a discount of the Face Value in excess of a quarter point per year between the time of Acquisition and Maturity. If the Acquisition Price is above the De Minimis Threshold, then the bondholder will be entitled to preferential Tax treatment on the Appreciation to Par ( ^ De Minimis Threshold). If the Acquisition Price is below/equal to the De Minimis Threshold, then all Appreciation to Par is subject to ordinary tax rates ( v De Minimis Threshold). The tax treatment to existing client holdings is determined by the Acquisition Price and will not change during the life of the bond if held to Maturity. However, as Market Prices change, the different tax treatment to a new owner may materially impact the Market Price and/or Marketability of the bond if a sale is anticipated. De Minimis Status Indicator if each bond is above or below/equal to the De Minimis Threshold at the current Market Price. Purchasing a bond above the threshold results in favorable tax treatment if held to maturity.
De Minimis Status	Indicator if each bond is above or below/equal to the De Minimis Threshold at the current Market Price. Purchasing a bond above the threshold results in favorable tax treatment if held to maturity.
De Minimis Yield	The De Minimis threshold Yield. Purchasing a bond at a Yield below the Threshold will result in favorable tax treatment if held to maturity.
Equity Value - Total	Aggregated \$ value for all Equity holdings.
Estimated Gain/(Loss)	Difference between Current Market Principal and Adjusted Principal (book) Cost, for Tax Lots with an Acquisition Price, Acquisition Date, current Market Price, and full analytical calculations.
Face Value at Acquisition	Current Face Value (applying factors as-of Acquisition Date), for Tax Lots with an Acquisition Price, Acquisition Date, current Market Price, and full analytical calculations.
Face Value at Acquisition - Total	The sum of each Tax Lot's Current Face Value (applying factors as-of each Tax Lot Acquisition Date), for all Tax Lots with an Acquisition Price, Acquisition Date, current Market Price, and full analytical calculations.
Fixed Income Fund Balance	Aggregated \$ value for all Fixed Income Mutual and ETF fund balances.
Gain/(Loss)	Unrealized Gain/(Loss), of each Tax Lot with: 1) current Market Prices and full analytical calculations, and 2) Acquisition Date and Price with full analytical and Adjusted Cost (book) Price calculations.
Gain/(Loss) - Total	The sum of each Tax Lot's unrealized Gain/(Loss), for all Tax Lots with: 1) current Market Prices and full analytical calculations, and 2) Acquisition Date and Price with full analytical and Adjusted Cost (book) Price calculations.

<b>Generic Annual Cpn Cash Flow</b>	Represents a generic year of coupon income not considering long/short First Coupons, Acquisition Date, Maturity Date, Payment Delay, nor Ex-Dividend Dates. This figure is simply Par Value multiplied by the Coupon Rate.
<b>Issue Description</b>	A brief description of the Issuing entity.
<b>Market Price</b>	The current day's Evaluated Price of a security provided by third party data sources.
<b>Market Price - Average</b>	Average current Market Price, weighted by Par Value (Market Value-weighted optional), for all Tax Lots with current Market Prices and full analytical calculations.
<b>Market Principal Value</b>	Total Market Principal Value, for each Tax Lot with a current Market Price and full analytical calculations.
<b>Market Value</b>	Principal Value of each Tax Lot at current Market Price on current Market Settlement Date.
<b>Market Value - Total</b>	The sum of each Tax Lot's Principal Value and Accrued Interest, at current Market Price on current Market Settlement Date, for all Tax Lots with a current Market Price.
<b>Maturity</b>	The original Date when Principal is scheduled to be returned. May be Adjusted for Pre-refunded and Mandatory Put bonds. Certain securities may reflect Average Life based upon Principal Pay-Down assumptions.
<b>Maturity - Average</b>	Average Maturity Date, weighted by Market Value (Par Value-weighted optional), for all Tax Lots with current Market Prices and full analytical calculations.
<b>Modified Duration</b>	An indicator of the bond's sensitivity to interest rate changes at the current Market Price. Represents the percentage change in Price or a one percent (100bp) change in Yield.
<b>Modified Duration - Average</b>	Average Modified Duration, weighted by Market Value (Par Value-weighted optional), for all Tax Lots with current Market Prices and full analytical calculations.
<b>Moody Rating - Average</b>	Market Principal-weighted average official Moody Rating, for all Tax Lots with a current Market Price and full analytical calculations. US Treasury, Agency, CD, and Municipal Pre-Refunded/Escrowed-To-Maturity are assumed to have a rating of AAA. NR/UR not included in average rating.
<b>Moody's/S&amp;P</b>	Official credit rating of the issuer provided by Moody's (Mdy) and/or Standard & Poor's (S&P) rating services.
<b>Muni Enhancement</b>	Any further credit enhancement for a Municipal Bond Issuer. May include participation in state programs, collateral pledged, LOC, etc.
<b>Muni Insurance</b>	Indicator if the timely payment of Principal and Interest are Insured by a third party Insurer.
<b>Muni Purpose</b>	General project industry type indicating Use of Proceeds of debt sale. Examples include education, healthcare, housing, etc.
<b>Muni Refund</b>	Indicator if the bond is Pre-Refunded or Escrowed-to-Maturity. Applies to Municipal bonds.
<b>Muni Type</b>	High level source of payment by Issuer. General Obligation, Revenue or Tobacco.
<b>OA Effective Duration</b>	Option Adjusted Effective Duration.
<b>OA Effective Duration - Average</b>	Average Option Adjusted Effective Duration, weighted by Market value (Par Value-weighted optional), for all Tax Lots with current Market Prices and full analytical calculations.
<b>Original Acquisition Price</b>	Original Principal cost-weighted Acquisition Price, for each Tax Lot with an Acquisition Price, Acquisition Date, current Market Price, and full analytical calculations.
<b>Original Face Value</b>	Original Face Value of each Tax Lot position with an Acquisition Price, Acquisition Date, current Market Price, and full analytical calculations.
<b>Original Face Value - Total</b>	The sum of each Tax Lot's Original Face Value, for all Tax Lots with an Acquisition Price, Acquisition Date, current Market Price, and full analytical calculations.
<b>Original Principal Cost</b>	Original Principal Cost, for each Tax Lot with an Acquisition Price, current Market Price, and full analytical calculations.
<b>Original Principal Cost - Total</b>	The sum of each Tax Lot's Original Principal Cost, for all Tax Lots with an Acquisition Price, current Market Price, and full analytical calculations.
<b>Portfolio Value - Total</b>	The sum of Total Market Value, Cash, Equity, and Fund balances.
<b>Price to</b>	The "worst" Date to which the bond is Priced at the current Market Price. Examples include Maturity, next Call Date/Price, Avg Life, Pre-Refunded Date, Mandatory Put Date, etc.
<b>Priced Current Face Value</b>	Total Current Face Value (applying factors as-of report Date), for all Tax Lots with a current Market Price.
<b>Priced Market Principal</b>	Total Market Principal Value, for all Tax Lots with a current Market Price.
<b>Priced Orig Face Value</b>	Total Original Face Value, for all Tax Lots with a current Market Price.
<b>Priced Positions</b>	Number of Tax Lots with a current Market Price vs Total Tax Lots.
<b>S&amp;P Rating - Average</b>	Market Principal-weighted average official Standard & Poor's Rating, for all Tax Lots with a current Market Price and full analytical calculations. US Treasury, Agency, CD, and Municipal Pre-Refunded/Escrowed-To-Maturity are assumed to have a rating of AAA. NR/UR not included in average rating.
<b>Spread TM</b>	The difference between YTM and the appropriate benchmark scale Yield, calculated daily and expressed in basis points.
<b>Spread TW</b>	The difference between YTW and the appropriate benchmark scale Yield, calculated daily and expressed in basis points.
<b>State</b>	The State of Issuance from which the Municipal Bond Issuer is located.
<b>Tax-Equivalent Yield</b>	Tax-Equivalent Yield (to Worst, to Call, to Maturity) for each Tax Lot with a current Market Price and full analytical calculations. Assumes Fed Inc/Cap Gain rates of 37% / 20.0% or Account-specific rates and residency settings.
<b>Tax-Equivalent Yield - Average</b>	Average Market Principal-weighted Tax-Equivalent Yield (to Worst, to Call, to Maturity) for all Tax Lots with a current Market Price and full analytical calculations. Cognizant of the Account-specific State of Residence and Tax Rates.
<b>Tax Lots Included</b>	Number of Tax Lots with an Acquisition Price, Acquisition Date, current Market Price, and full analytical vs Tax Lots with an Acquisition Price available.
<b>Underlying</b>	Credit rating of the underlying Municipal Bond Issuer without consideration for Insurance, Credit Enhancements, or other sources of debt service payments.
<b>Yield to Maturity</b>	The Yield based upon the current Market Price, not considering Call Dates.
<b>Yield to Maturity - Average</b>	Average Yield to Maturity, weighted by Market value (Par Value-weighted optional), for all Tax Lots with current Market Prices and full analytical calculations.
<b>Yield to Maturity - Average (Cost)</b>	Face Value at Acquisition-weighted average Yield to Maturity, for each Tax Lot with an Acquisition Price, Acquisition Date, current Market Price, and full analytical calculations.
<b>Yield to Maturity - Average (Market)</b>	Market Principal-weighted average Yield to Maturity, for each Tax Lot with an Acquisition Price, Acquisition Date, current Market Price, and full analytical calculations.
<b>Yield to Worst</b>	The lowest possible Yield based upon the current Market Price, considering Call Dates, Maturity Dates, and principal Pay-Downs.
<b>Yield to Worst - Average</b>	Average Yield to Worst weighted by Market Value (Par Value-weighted optional), for all Tax Lots with current Market Prices and full analytical calculations.
<b>Yield to Worst - Average (Cost)</b>	Face Value at Acquisition-weighted Average Acquisition (book) Yield to Worst, for all Tax Lots with an Acquisition Price, Acquisition Date, current Market Price, and full analytical calculations.
<b>Yield to Worst - Average (Market)</b>	Market Principal-weighted average Yield to Worst, for all Tax Lots with an Acquisition Price, Acquisition Date, current Market Price, and full analytical calculations.

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- Investing in fixed income products is subject to certain risks, including interest rate, credit, inflation, call, prepayment and reinvestment risk. Any fixed income security sold or redeemed prior to maturity may be subject to substantial gain or loss.
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- High Yield bonds are speculative non-investment grade bonds that have higher risk of default
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Report Criteria:  
Aging by Date  
Aged using Payment Date

Customer Number	Name	Balance	Future	Current	Over 30	Over 60	Over 90	Over 120	Over 150
103	Blumenthal/Silver Peaks	2,943.00	-	-	-	-	-	-	2,943.00
106	Flywheel Holding/Eppinger	5,634.74-	1,244.88	-	-	-	-	-	6,879.62-
107	Lochbuie Land 1 LLC - Mark B	29,083.52	1,811.25	3,866.88	1,768.13	-	603.75	241.50	20,792.01
108	Walton Silver Peaks	24,022.85	5,175.00	12,826.13	-	6,021.72	-	-	-
111	Silver Peaks Area 4 Block 20	63,843.51	13,768.38	15,884.04	-	20,171.48	13,851.75	167.86	-
112	UNITED WATER - AUGMENTA	70,470.25-	-	-	-	-	-	-	70,470.25-
118	VIEW HOMES	7,072.46-	-	-	-	-	-	-	7,072.46-
120	LOB - Lease Deposit	118,614.00-	-	-	-	-	-	-	118,614.00-
121	LOB - Water Right Deposit	89,118.00-	-	-	-	-	-	-	89,118.00-
122	LOB - Adjudication Deposit	56,342.61	659.75	13,434.60	4,810.90	324.50	4,354.05	14,299.80	18,459.01
124	Forestar Real Estate Group Inc	1,046.50	529.00	517.50	-	-	-	-	-
125	QuikTrip	16,287.95-	-	-	16,287.95-	-	-	-	-
127	SPL COMMERCIAL LLC	540.50	-	-	-	-	540.50	-	-
130	JP Custom Homes Inc.	471.50	-	-	-	-	-	-	471.50
132	Melody Homes	3,732.88-	-	-	-	-	-	-	3,732.88-
138	Kings Co, LLC	9,409.21	3,106.15	671.03	335.80	1,138.50	2,315.24	560.63	1,281.86
139	Drake Real Estate Services	2,583.48	2,583.48	-	-	-	-	-	-
140	SP PA 4 Block 20 - Replat	1,754.62	-	1,754.62	-	-	-	-	-
141	Silver Peaks Filing #3 Replat	3,220.74-	-	-	-	3,220.74-	-	-	-
142	Technology Associates EC Inc.	4,844.75-	-	-	4,844.75-	-	-	-	-
143	ARES LLC	687.88	687.88	-	-	-	-	-	-
Grand Totals:		126,266.59-	29,565.77	48,954.80	14,217.87-	24,435.46	21,665.29	15,269.79	251,939.83-



# LOCHBUIE

## POLICE DEPARTMENT



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

### *MONTHLY BOARD REPORT*

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**To: Lochbuie Town Board**  
**From: Tracey McCoy, Chief of Police**  
**Date: February 13, 2024**  
**Subject: Monthly Department Update for January 2024**

#### **MONTHLY REPORT**

Activity increased as we started the year with a total of 614 incidents reported in January which is up about a hundred incidents from the previous month.

Officer Almiron has completed his Field Training and is working night shift independently. Officers Tyler Greco and Jordan Odneal are progressing through the Field Training Officer (FTO) program. Both officers should be completing the FTO training program by the end of February as they have excelled in their training and will be finishing the FTO program earlier than usual. CSO Molly Aguilar continues to be very active with code enforcement and animal control calls. She has been active with a specific resident that has recently moved into town and brought several junk vehicles with them. Her goal is compliance and is working with the owner to rectify the violations.

We will be having a discussion on Fireworks at this board meeting. I will provide you with the current Town Ordinance and State Law as it relates to fireworks so that we discuss if changes are appropriate.

As always, do not hesitate to contact me with any questions or concerns, and please let your neighbors know that I have an open-door policy and encourage them to contact me with any problems that the police may be able to assist with. Also, please advise your neighbors to always call the police if they see something suspicious or need anything that we can help with! I encourage them to call me if they have a complaint or want to compliment an officer they were in contact with.

**I would also encourage any board members, their families, neighbors, or any other citizens to come in and do a ride-along with our officers. It is a simple process to complete the ride-along request, which is available on the Lochbuie Police webpage. Submit the completed form and we do a quick background check (anyone convicted of a felony will be disqualified) and schedule a date and time. A person can ride for a couple hours or an entire shift. It is a very educational, and sometimes exciting, experience.**

Thank You

Tracey

# CAD Incidents / Calls For Service

## Lochbuie PD Jan - 2024

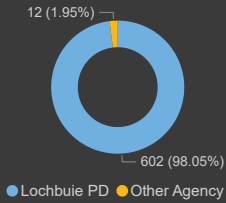
Incident Stats

Natures

Monthly Comparison

Top Locations

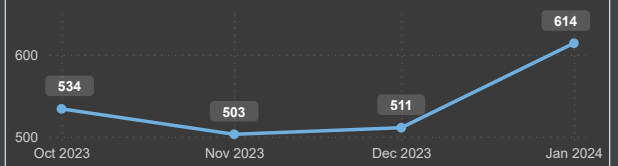
Incidents by Primary Agency



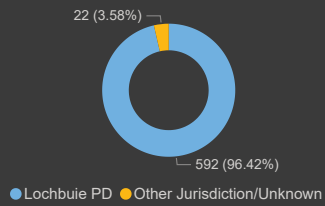
Overall Incidents Last Month

614  
(Blank) ▼

Overall Incidents Over Previous 4 Months



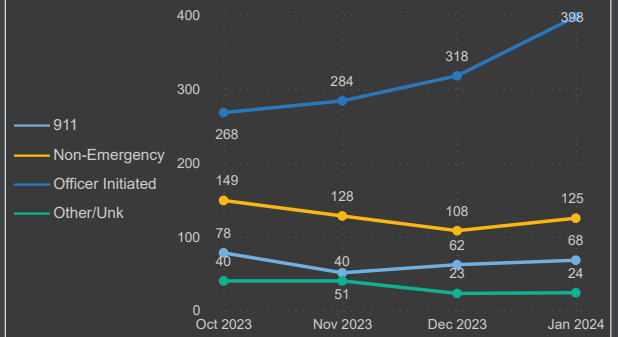
Incidents by Location Jurisdiction



Officer Initiated vs Recieved Calls



Incidents by Method Received Over Previous 4 Months







## Town of Lochbuie Monthly Activity Log January 2023

### Wastewater Treatment Plant

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

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

January	2024	2023
<i>Average Influent Flow</i>	1.456 MGD	1.371 MGD
<i>Maximum Influent flow</i>	1.585 MGD	1.521 MGD
<i>Average Brighton Flow</i>	0.835 MGD	0.763 MGD
<i>Maximum Brighton Flow</i>	0.899 MGD	0.816 MGD
<i>% Brighton Flow of Influent Avg.</i>	57 %	50 %
<i>Average Influent TSS</i>	303 mg/L	291 mg/L
<i>Average Influent BOD</i>	274 mg/L	290 mg/L
<i>Average Influent BOD Loading lbs./day</i>	3,252 lbs/day	3,297 lbs./day
<i>Plant Capacity Flow</i>	73%	68%
<i>Plant Capacity Loading</i>	84%	86%
<b><i>Plant Capacity Flow 2 MGD</i></b>	<b>2.0 MGD</b>	<b>2.0 MGD</b>
<b><i>Plan Capacity BOD Loading</i></b>	<b>3,840 lbs./day</b>	<b>3,840 lbs./day</b>
<i>Average Effluent Flow</i>	1.497 MGD	1.474 MGD
<i>Maximum Effluent Flow</i>	1.738 MGD	1.722 MGD
<i>Average Effluent BOD</i>	8 mg/L	4 mg/L
<i>Average Effluent TSS</i>	10 mg/L	5 mg/L
<i>BOD % Removal</i>	97%	99%
<i>TSS % Removal</i>	97%	98%
<i>Minimum Effluent Dissolved Oxygen</i>	3.83 mg/L	5.64 mg/L

### Dewatering Information

January	2024	2023
<i>Gallons Pressed</i>	399,536	151,964
<i>Wet Tons of Solids Pressed</i>	251	76
<i>Dry Tons Solids Pressed</i>	45	13

**January 1, 2024:** Completed the daily operations. Conducted checks at the Poplar Lift Station. Completed weekly generator test and checks.

**January 2, 2024:** Completed the daily operations. Operated the Fournier Fan Press, removing solids from Digester #1. The screening auger was backed up with rags due to the trash service not emptying the containers. The West Tech grit classifier motor faulted due to the motor being over temperature, the parameters were changed to allow the motor to operate less time per cycle. Denali Water Solutions onsite to exchange the biosolids container. Conducted checks at the Poplar Lift Station. Completed the monthly alarm call out verifications.

**January 3, 2024:** Completed the daily operations. Denali Water Solutions onsite to exchange the biosolids container. Completed Poplar Lift Station checks. The monthly composite compliance sampler was started for the monthly compliance sampling. Collected the monthly E. coli sample and sent it to Colorado Analytical. REC Collections onsite to clean out the RAS wet well and RAS lines to clarifiers.

**January 4, 2024:** Completed the daily operations. Operated the Fournier fan press, removing solids from Digester #1. Denali Water Solutions onsite to exchange the biosolids container. The air was shut off to Digester #2 for a decant. Collected and sent out the monthly compliance samples to Colorado Analytical Laboratory. Conducted checks at the Poplar Lift Station.

**January 5, 2024:** Completed the daily operations. Conducted checks at the Poplar Lift Station. Denali Water Solution onsite to exchange the biosolids container. Turned air supply back on to Digester #2 after decanting was completed. Transferred sludge from Digester #2 to Digester #1, balancing the workload between the digesters.

**January 6, 2024:** Completed the daily operations. Operated the Fournier fan press, removing solids from Digester #1.

**January 7, 2024:** Completed the daily operations. Conducted checks at the Poplar Lift Station.

**January 8, 2024:** Completed the daily operations. Conducted checks at the Poplar Lift Station. Completed the weekly generator checks and operational tests. Denali Water Solutions was onsite to exchange the biosolids container. Operated the Fournier Fan Press to remove solids from Digester #1. REC ESD onsite to repair the West Clarifier arm.

**January 9, 2024:** Completed the daily operation. Operated the Fournier Fan Press to remove solids from Digester #1. Denali Water Solution onsite to exchange the biosolids container. Shut off the air to Digester #2 for a decant. REC ESD onsite to continue troubleshooting the West Clarifier RAS line leak. Completed the work orders for the blowers.

**January 10, 2024:** Completed the daily operations. Finished the monthly work orders for the Raptor screening auger. Started decanting Digester #2. Operated the Fournier fan press to remove solids from Digester #1. Denali Water Solution onsite to exchange the biosolids container. Tightened the packing on Polymer Pump #2 due to minor leak. Conducted checks at the Poplar Lift Station.

**January 11, 2024:** Completed the daily operations. Continued decanting out of Digester #2 and reactivated the air at the end of the day. Denali Water Solutions onsite to exchange the biosolids container. Conducted checks at the Poplar Lift Station.

**January 12, 2024:** Completed the daily operations. ChemTrade onsite delivering 40,000 lbs. of Aluminum Sulfate from DPC. Completed general plant cleaning and groundskeeping. Conducted checks at the Poplar Lift Station.

**January 13, 2024:** Completed the daily operations. Conducted checks at the Poplar Lift Station.

**January 14, 2024:** Completed the daily operations. Conducted checks at the Poplar Lift Station.

**January 15, 2024:** Completed the daily operations. Shut off the air to Digester #2 for decanting. Conducted checks at the Poplar Lift Station. Sala Logistics onsite delivering four barrels of polymer from Aries Chemical. Completed general cleaning around the facility.

**January 16, 2024:** Completed the daily operations. Initiated decanting from Digester #2. Conducted checks at the Poplar Lift Station. Denali Water Solution onsite to exchange the biosolids container. Started the composite compliance sampler for weekly BOD/TSS samples.

**January 17, 2024:** Completed the daily operations. Conducted checks at the Poplar Lift Station. Denali Water Solution onsite to exchange the biosolids container.

**January 18, 2024:** Completed the daily operations. McDonalds Farm onsite to pump out the wet well and grit chamber at Poplar Lift Station. Operated the Fournier Fan Press to remove solids from Digester #1. Conducted checks at the Poplar Lift Station. Denali Water Solution onsite to exchange the biosolids container.

**January 19, 2024:** Completed the daily operations. Denali Water Solutions onsite to exchange the biosolids container. Conducted checks at the Poplar Lift Station. Operated the Fournier Fan Press to remove solids from Digester #1.

**January 20, 2024:** Completed the daily operations.

**January 21, 2024:** Completed the daily operations.

**January 22, 2024:** Completed the daily operations. Conducted weekly generator checks and operational tests. Operated the Fournier Fan Press to remove solids from Digester #1. Denali Water Solutions onsite to exchange the biosolids container. Conducted checks at the Poplar Lift Station. Shut off the air to Digester #2 for decanting. Reliable Home Services onsite to troubleshoot the camera system after a power outage.

**January 23, 2024:** Completed the daily operations. Initiated decanting from Digester #2. Started the influent composite sampler for weekly TSS/BOD samples. REC ESD onsite to repair the West Clarifier. Conducted checks at the Poplar Lift Station.

**January 24, 2024:** Completed the daily operations. Agfinity onsite to fill the propane tanks. Denali Water Solutions onsite to exchange the biosolids container. Conducted checks at the Poplar Lift Station. Confirmed the West Clarifier is operating properly.

**January 25, 2024:** Completed the daily operations. Denali Water Solutions onsite to exchange the biosolids container. Conducted checks at the Poplar Lift Station. Operated the Fournier Fan Press, removing solids from Digester #1.

**January 26, 2024:** Completed the daily operations. Finished the work orders for the UV system. Conducted checks at the Poplar Lift Station. Denali Water Solution onsite to exchange the biosolids container. Completed general cleaning and organizing of the facility.

**January 27, 2024:** Completed the daily operations. Operated the Fournier Fan Press to remove solids from Digester #1. Conducted checks at the Poplar Lift Station.

**January 28, 2024:** Completed the daily operations. Conducted checks at the Poplar Lift Station.

**January 29, 2024:** Completed the daily operations. Shut off the air to Digester #2 for decanting. Conducted checks at the Poplar Lift Station. Denali Water Solution onsite to exchange the biosolids container. Operated the Fournier Fan Press to remove solids from Digester #1. Conducted weekly generator checks and operational tests. Initiated draining of the East Clarifier for PMs by REC ESD.

**January 30, 2024:** Completed the daily operations. Continued draining the East Clarifier for PMs. Started decanting from Digester #2. Conducted checks at the Poplar Lift Station.

**January 31, 2024:** Completed the daily operations. REC ESD performed PM on the East Clarifier. Finished decanting Digester #2 and reactivated the air at day's end. Conducted checks at the Poplar Lift Station. Denali Water Solutions onsite to exchange the biosolids container. Operated the Fournier Fan Press to remove solids from Digester #1. Transferred sludge from Digester #2 to Digester #1.

**Water Treatment Plant**

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

<b>January</b>	<b>2024</b>	<b>2023</b>
<i>Water Production Gallons</i>	15,811,643	16,855,899
<i>Average Daily Production (gal/day)</i>	510,053	543,738

**January 1, 2024:** Completed the daily operations.

**January 2, 2024:** Completed the daily operations. Verified that the Verbatim alarm dialer work orders were completed, ensuring it calls out to the on-call phone.

**January 3, 2024:** Completed the daily operations. Conducted checks on the Silver Peaks Booster Station and generator. Completed checks and operational tests on the Main Facility generator. Conducted water line pressure tests at the Silver Peaks community.

**January 4, 2024:** Completed the daily operations.

**January 5, 2024:** Completed the daily operations. Conducted the Silver Peaks Booster Station and generator checks.

**January 6, 2024:** Completed the daily operations. Completed the weekly generator checks and operational tests for the Main facility.

**January 7, 2024:** Completed the daily operations.

**January 8, 2024:** Completed the daily operations. Conducted the Silver Peaks Booster Station and generator checks. Upon arrival, RO #1 and #2 were in service and supplied by Wells #1 and #2.

**January 9, 2024:** Completed the daily operations. Upon arrival, RO #3 was in service and supplied by Well #1.

**January 10, 2024:** Completed the daily operations. Collected and sent monthly compliance samples and the first four total coliform samples to Colorado Analytical. Conducted the Silver Peaks Booster Station and generator checks.

**January 11, 2024:** Completed the daily operations. Upon arrival, RO #1 was in service and supplied by Well #1. Completed the weekly generator checks and operational tests for the Main facility.

**January 12, 2024:** Completed the daily operations. Upon arrival, RO #1 was in service and supplied by Well #1.

**January 13, 2024:** Completed the daily operations.

**January 14, 2024:** Completed the daily operations.

**January 15, 2024:** Completed the daily operations. Conducted the Silver Peaks Booster Station and generator checks. Upon arrival RO #2 was in service and being supplied by Well #1.

**January 16, 2024:** Completed the daily operations. Upon arrival RO #2 was in service and being supplied by Well #1.

**January 17, 2024:** Completed the daily operations. Collected and sent the last four total coliform samples to Colorado Analytical. Responded to an after-hours alarm for low chlorine in the storage tank. Repaired a leak in the chemical feed line and primed the pumps. Upon arrival, RO#1 was in service and supplied by Well #1.

**January 18, 2024:** Completed the daily operations. Conducted weekly checks and operational tests on the Main Facility generator. Upon arrival, RO #2 was in service and supplied by Well #1. DPC onsite delivering six hundred gallons of Sodium Hydroxide.

**January 19, 2024:** Completed the daily operations. Generator Source onsite at Silver Peaks Booster Station to replace the battery charger on the unit.

**January 20, 2024:** Completed the daily operations.

**January 21, 2024:** Completed the daily operations.

**January 22, 2024:** Completed the daily operations. Conducted checks on the Silver Peaks Booster Station and generator. Upon arrival, RO #2 was in service and supplied by Well #1. Collected and sent the last four total coliform samples to Colorado Analytical.

**January 23, 2024:** Completed the daily operations. Received a delivery of antiscalant from Worth Hydrochem. Upon arrival, RO #1 was in service and supplied by Well #1. Conducted checks on the Silver Peaks Booster Station and generator. Completed high chlorine sampling for the new water line at the Silver Peaks community.

**January 24, 2024:** Completed the daily operations. Upon arrival, RO #2 & #3 were in service and supplied by Well #1 & #6.

**January 25, 2024:** Completed the daily operations. Conducted weekly checks and operational tests on the Main Facility generator. Upon arrival, RO #1 & #3 were in service and supplied by Well #1 & Well #6.

**January 26, 2024:** Completed the daily operations. Conducted checks on the Silver Peaks Booster Station and generator. Fluid Design & Build onsite to troubleshoot RO #4 startup issues. Upon arrival, RO #2 was in service and supplied by Well #1.

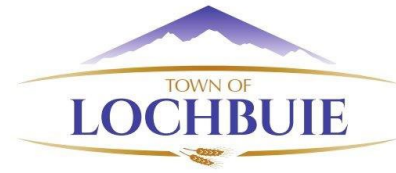
**January 27, 2024:** Completed the daily operations.

**January 28, 2024:** Completed the daily operations.

**January 29, 2024:** Completed the daily operations. Upon arrival, RO #1, #2, #3 were in service and supplied by Wells #1 & #6. Conducted checks on the Silver Peaks Booster Station and generator.

**January 30, 2024:** Completed the daily operations. Upon arrival, RO #2 & #3 were in service and supplied by Wells #1 & #6.

**January 31, 2024:** Completed the daily operations. Upon arrival, RO #2 & #3 were in service and supplied by Wells #1 & #6. Conducted checks on the Silver Peaks Booster Station and generator.



# Public Works Staff Report

MEETING DATE: February 20, 2024

SUBJECT: Public Works Monthly Report

PRESENTED BY: Chris Larmon, Public Works Director

## UPDATE

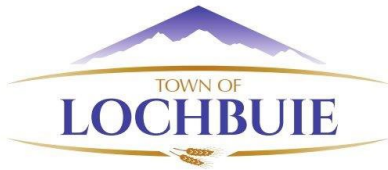
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- Fleet
  - The new tandem ordered in March 2023 will arrive in early 2024.
  - New John Deere backhoe arrived on February 14<sup>th</sup>.
- 23 water meters were installed at Lochbuie Station Phase B and Silver Peaks East
- Water System Work Orders – are ongoing; 68 were completed last month.
- Utility Locates – 137 locates completed by the Public Works Department
- Regular Park Maintenance and inspections are ongoing.
  - New trash receptacles have been installed.
- Graffiti removal at parks and town property - ongoing
- CIRSA recently completed our annual property survey. CIRSA has provided a recommendation to remove the Skate Park. The structures have been removed from the skate park.

## PUBLIC WORKS PROJECTS

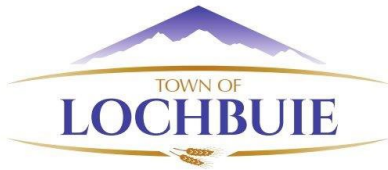
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1. Road Maintenance Plan for 2024
  - Staff are in the process of creating a work plan for 2024. Items included.
    1. Resurfacing of E.168<sup>th</sup> Ave
    2. The Crack and Mastic sealing program started in 2023 will continue and will systematically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



3. Greenways Trail
  - Construction is underway. We have encountered some conflicts impacting this project's completion timeline and cost. Minor re-design was necessary to allow for adequate clearance of a gas line. The design changes required additional earthwork, concrete, and handrails to be installed. Staff anticipates a change order to be submitted soon.
4. WCR 4 Bridge
  - Staff and engineers from Martin and Martin have begun work on this project. Several tasks have been initiated, including survey, geotechnical, environmental, and subsurface utility engineering (SUE)
  - A grant application for Off-System Bridge funds was submitted to the CDOT Special Highway Committee on October 27<sup>th</sup>.
  - Staff received notice from the Special Highway Committee that they would like additional structure types to be analyzed. They will make a partial award for this funding cycle for the design work completed to date, and the additional work they requested. Staff provided the cost information for the partial award to the Bridge Committee on 1/25/2024
  - Staff will continue working with the Bridge Committee and CDOT to move this project forward as quickly as possible.
5. Water System Master Plan
  - Staff and consultants are working on this project. We are currently working on identifying upgrades to the existing system.
  - This project is scheduled for completion in early 2024.
6. Wastewater Treatment Plant Expansion Design
  - Staff and consultants are working on this project and have completed work on the absorption rates. Based on growth projections, the expansion of the wastewater treatment plant will need to be larger than originally anticipated. An expansion of 2 million gallons per day (MGD) was originally anticipated. However, data supports an expansion of an additional 4 MGD of capacity. With the addition of 4 MGD, our plant will have a total operating capacity of 6 MGD.
7. EPA Lead and Copper Rule Revisions
  - Recent EPA updates require water systems to complete a Service Line Inventory and replacement plan for pipes that contain suspect materials.
  - The Town has contracted 120Water to assist with these efforts, and work is underway on this project.
8. Intergovernmental Agreement (IGA) with the City of Brighton for Traffic Signal Maintenance
  - Staff have been working with the City of Brighton to amend our current IGA for WCR 2 / 168<sup>th</sup> Ave. to include the operation and maintenance of Lochbuie-owned traffic signals on this road. Work on this agreement is ongoing.





## CONSTRUCTION

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### Lochbuie Station:

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

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

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

### Silver Peaks PA4: Phase 1C

- Over lot grading is underway

### Silver Peaks East

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

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

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

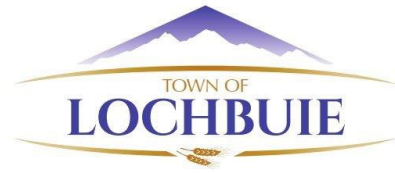
### CR 2 North Side Widening Phase 2 (Silver Peaks Booster Station to 50<sup>th</sup> Ave)

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

## ATTACHMENTS -

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None



## Agenda Item Summary (AIS)

MEETING DATE: February 20, 2024  
SUBJECT: Community Development Department – Monthly Report  
PRESENTED BY: Chris Kennedy, Community Development Director

### INTRODUCTION

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

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

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

### HIGHLIGHTS

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

1. **Quiktrip Site Plan (under review)** – Aspects of the entitlement process requiring public hearings were completed on 2-6-24 with the Board’s approval of the conditional use permit (CUP) for the project. Staff is now working with the developer to complete permitting for the grading and infrastructure installation that will be required prior to construction of the convenience store.



2. **Comprehensive Plan Update (administrative)** – Staff continues to work with the consultants from Cushing Terrell to update the Town’s comprehensive plan. The consultants provided a presentation to share the results of the community outreach survey at the January 16, 2024 BOT meeting. The next step is an open house to share the progress on the plan that has been made to-date and take additional, which is scheduled at Town Hall on February 22, 2024 from 6 – 8 p.m.
  
3. **South Weld Annexations (under review)** – South Weld Holdings, LLC submitted a petition (Annexation No. 1) to annex 194 acres and 4200 feet of CR4 ROW into Lochbuie. The BOT made the required substantial compliance findings and set a public hearing for 2-12-24. The BOT heard public comments at the hearing and approved the annexation. The next step in the process is to present a zoning plan and annexation agreement to the BOT for consideration in June. South Weld Holdings also submitted petitions to annex portions of CR41, CR4 and CR45.
  
4. **Scott’s – Miracle Gro (under review)** – Staff has been working with this company on a soil and much bagging facility adjacent to the Town’s wastewater treatment plan. The developer is close to submitting an annexation and development application.
  
5. **Fruition (under review)** – Staff has been working with the developer on a submittal for a residential subdivision east of the existing Blue Lakes neighborhood. The developer is close to submitting an annexation and development application.

## **ATTACHMENTS**

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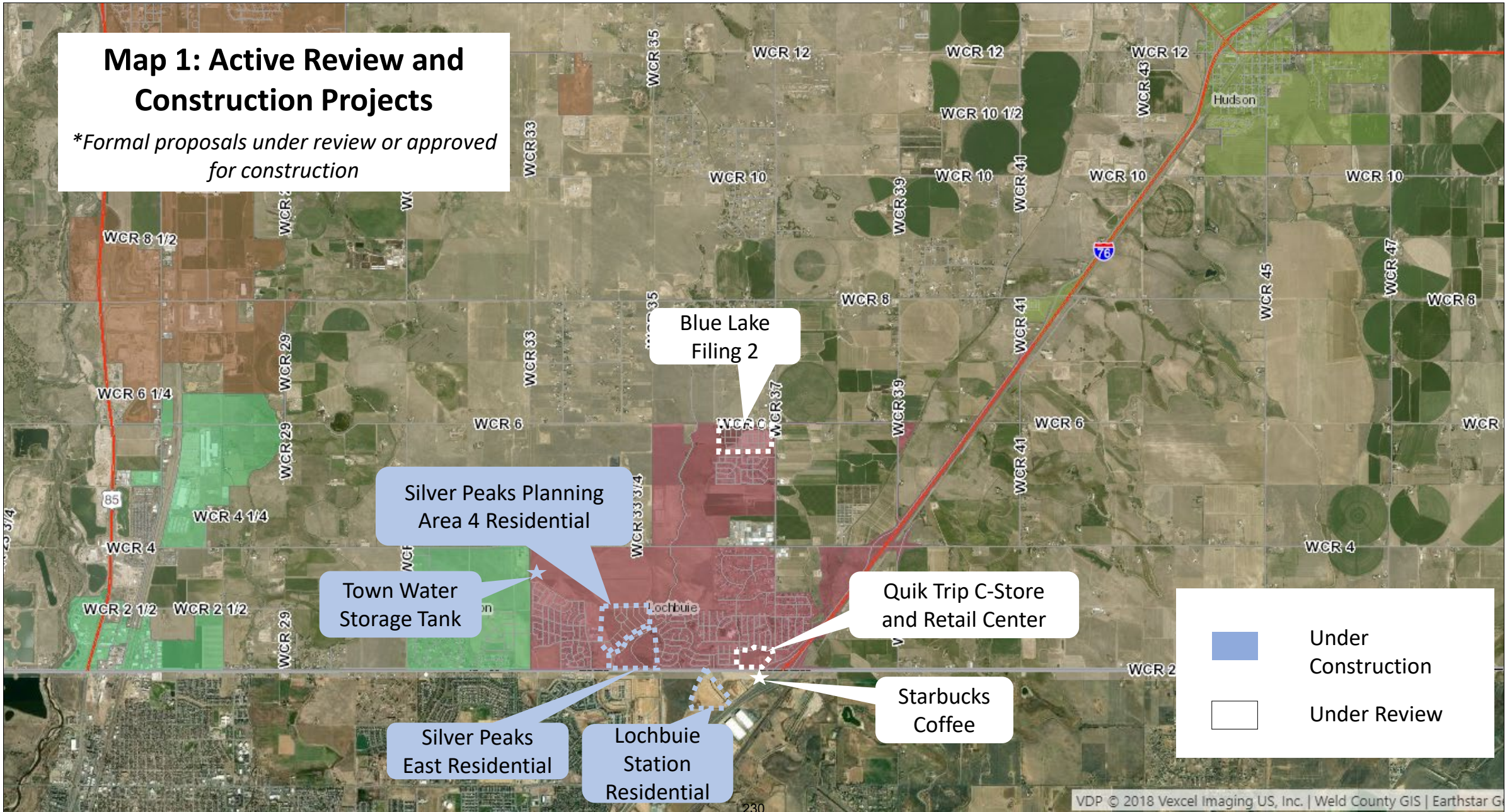
- Community Development Report (table)
- Map: Active Review and Construction

<b>Development Report: 2-20-24</b>				
<i>Project Name and Type</i>	<i>Project Description</i>	<i>Homes</i>	<i>Location</i>	<i>Status</i>
<b>Construction/Site Work</b>				
Quiktrip C-Store	Convenience store to be constructed – first business in new commercial center at CR2/I-76	NA	NW corner CR2/I-76	<ul style="list-style-type: none"> <li>- Entitlements complete</li> <li>- Staff working with developer on permit applications for grading and infrastructure</li> <li>- Building plans under review</li> <li>- Construction planned for completion late 2024</li> </ul>
Blue Lake Filing 2 <i>Builder: Unknown</i>	Install infrastructure and construct homes on remaining lots in Filing 2.	194		<ul style="list-style-type: none"> <li>- Annexation agreement amended to delay widening of CR 37 in certain areas until the next filing of homes</li> <li>- Lots purchased by builder</li> <li>- Internal construction plans approved</li> <li>- Grading and development permit applications expected March/April 2024</li> </ul>
Silver Peaks Planning Area 4 <i>Builder: DR Horton</i>	Subdivision Improvement Agreement (SIA) approved and executed; property sold to builder for installation of infrastructure and construction of homes	248	NE corner King St/Pinnacle	<ul style="list-style-type: none"> <li>- Grading and infrastructure installation underway</li> <li>- Home construction underway</li> </ul>
Lochbuie Station <i>Builder: Horizon View</i>	Subdivision process complete; property sold to builder for installation of infrastructure and construction of homes	202	SW corner CR 2/ I-76	<ul style="list-style-type: none"> <li>- Phase A – infrastructure complete; home construction complete</li> <li>- Phase B – infrastructure complete; home construction nearing completion</li> <li>- Phase C – infrastructure complete; home construction underway</li> <li>- Nearing build-out for subdivision</li> </ul>
Silver Peaks East <i>Builder: DR Horton</i>	Subdivision process complete; property sold to builder for installation of infrastructure and construction of homes	160	NE corner CR 2/ King St	<ul style="list-style-type: none"> <li>- Infrastructure complete</li> <li>- Construction underway and nearing build-out</li> </ul>
CR2 Widening Project	Phase 1 – utility work/rebuild CR 2 bridge over Speer Canal Phase 2 – widen north portion of CR2.	N/A	P1: CR2 between N. 60 <sup>th</sup> and King St. P2: CR 2 from N. 50 <sup>th</sup> Ave to Homestead Ave	<ul style="list-style-type: none"> <li>- South side of CR2 widening complete</li> <li>- North side of CR2 widening underway</li> <li>- See Public Works report for more information</li> </ul>

<b>Development Report: 2-20-24</b>				
<i>Project Name and Type</i>	<i>Project Description</i>	<i>Homes</i>	<i>Location</i>	<i>Status</i>
Town Water Tank Site (in Silver Peaks North)	Design and construct elevated water tank and relevant site improvements	N/A	SE corner CR 4/50 <sup>th</sup>	<ul style="list-style-type: none"> <li>- Design and permitting underway</li> <li>- Contractor bids received December 2023; selection process ongoing</li> <li>- Construction anticipated 2024</li> <li>- See Public works report for more details</li> </ul>
<b>Entitlements Under Review</b>				
South Weld Annexations	Initial phase – 194 acres plus CR 4 ROW Next phase – additional acreage	TBD	NE corner CR2/I-76	<ul style="list-style-type: none"> <li>- BOT approved annexation no. 1 on 2-12-24</li> <li>- Next phase expected soon</li> </ul>
Kairoi MF and Mixed-use development in Silver Peaks (density transfer, replat)	Transfer density and plat site to allow for MF development and retail parcels adjacent to CR2	400	NE corner 50 <sup>th</sup> / CR 2	<ul style="list-style-type: none"> <li>- Formal application submitted</li> <li>- Initial comments on submittal provided</li> <li>- Revised plans pending</li> <li>- BOT consideration anticipated spring 2024</li> </ul>
Starbucks Site Plan	Site plan for coffee shop and drive-through	N/A	Lochbuie Station commercial area near 7-Eleven	<ul style="list-style-type: none"> <li>- Plans close to complete</li> <li>- Building permit application submitted</li> </ul>
High Plains Subdivision Rezone (part of Quik Trip/High Plains Replat application)	Amend existing zoning from PUD to commercial zoning	N/A	NW corner CR 2/ I-76	<ul style="list-style-type: none"> <li>- Zoning approved by BOT 2-7-23</li> </ul>
High Plains Subdivision Replat (part of Quik Trip/High Plains Replat application)	Reconfigure existing subdivision to create new lots for Quik Trip and other retail businesses	N/A	NW corner CR 2/ I-76	<ul style="list-style-type: none"> <li>- Preliminary plat approved by BOT 2-21-23</li> <li>- Final plat approved 2-6-24</li> </ul>
Quick Trip C-Store Site Plan and Conditional Use (part of High Plains Replat application)	Proposed site plan for Quik Trip C-store and conditional use review to address transportation, other impacts related to high-traffic uses	N/A	NW corner CR 2/ I-76	<ul style="list-style-type: none"> <li>- Conditional Use Permit approved 2-6-24</li> </ul>
Blue Lake Filing 2	Amend annex agreement and SIA to delay further widening of CR 37 until more is known about the condition of the roadway; potential amendment to WRCA may also be required	194	SW corner of CR 37/CR 6	<ul style="list-style-type: none"> <li>- Amendment language approved by BOT 12-5-23</li> <li>- Potential WRCA pending</li> </ul>

# Map 1: Active Review and Construction Projects

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



Blue Lake Filing 2

Silver Peaks Planning Area 4 Residential

Town Water Storage Tank

Silver Peaks East Residential

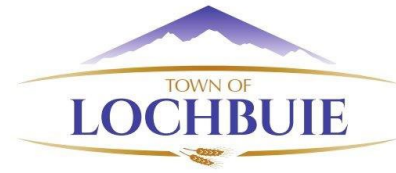
Lochbuie Station Residential

Quik Trip C-Store and Retail Center

Starbucks Coffee

Legend:

- Under Construction
- Under Review



## Agenda Item Summary

MEETING DATE: February 20, 2024

SUBJECT: Town Clerk Staff Report

PRESENTED BY: Heather Bowen, Town Clerk

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- Resource Central: Garden in a Box sales begin in March!
  - Please let me know if you would like to attend the CML Conference this year, from June 18 to 21, in Loveland. I can help with room bookings and conference registration.



## Agenda Item Summary

MEETING DATE: February 16, 2024

SUBJECT: Human Resources Staff Report

PRESENTED BY: Jhazmin Thomas, Human Resources Manager

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Total Number of Employees	Number of Vacancies	Average of Employment Longevity
30	4	2.83 yrs.

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- Working on getting the Lochbuie Annual Report published.
- Working on revising the employee handbook.
- Working on recruiting a Planner II.
- Preparing to start a safety committee and risk management program.
- Working on creating an employee development program.
- Working with the Town events committee to get all events postcards ready to be sent to the Town's residents.





**Town Administrator Report  
February 20, 2024, Board of Trustees Meeting**

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

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

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

A projects and priorities Board Work Session is tentatively scheduled for **March 5<sup>th</sup>**, immediately following the regular meeting.

We continue to research options for both temporary and permanent facilities for Town operations. This includes reconfiguring current office space, off-site office space, and raw land. A Board Work Session will be scheduled to present options and opportunities.