



703 Weld County Road 37  
BOARD OF TRUSTEES  
REGULAR MEETING  
April 2, 2024  
6:30 p.m.

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

**AGENDA**

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

*Michael Mahoney, Mayor*

*Jamie Jeffery, Mayor Pro Tem*

*May Wescott, Trustee*

*Dawn Coen, Trustee*

*Jacklyn White, Trustee*

*Kat Bristow, Trustee*

*Peggy Tapey, Trustee*

4. **APPROVAL OF AGENDA**

5. **PROCLAMATION**

- a. Child Abuse Prevention Month

p. 3

6. **PUBLIC COMMENT**

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

7. **CONSENT AGENDA**

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

- a. Payment Approval Report (\$239,170.30)

p. 4-9

- b. March 19, 2024 Minutes

p. 10-12

Please understand that Board of Trustees members use electronic devices of various kinds to access the materials relevant to the matters before us. Be assured, however, that, by mutual agreement and common practice of this Board of Trustees, these devices are not being used for texting, emailing, or other communications during public meetings.

## 8. 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 April 16, 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 April 16, 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 2024-694 Approving Loans From The Colorado Water Resources And Power Development Authority (“CWRPDA”) In The Aggregate Principal Amount Not To Exceed \$7,000,000 (The “Leveraged Loan”) And \$1,700,000 (The “BIL Loan”); Authorizing The Forms And Execution Of The Loan Agreements And Governmental Agency Bonds To Evidence Such Loans; Authorizing The Construction Of A Project; Prescribing Other Details In Connection Therewith; And Declaring An Emergency p. 13-29
- d. Resolution 2024-17 Approving A 2024 Amendment To The Professional Services Agreement With Ramey Environmental Compliance, Inc. p. 30-45
- e. Resolution 2024-18 Approving Amendment #1 To The Professional Services Agreement With Bluewater Engineering For The Water System Master Plan p. 46-59

## 9. STAFF AND ATTORNEY UPDATES

## 10. MAYOR AND TRUSTEE COMMENTS

## 11. ADJOURN

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

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## PROCLAMATION

- WHEREAS, every child deserves to grow up in a safe, nurturing environment, free from harm and fear. All children do not receive appropriate care; in fact, too many children become victims at the hands of abusive perpetrators, and it is up to us as a community to tirelessly work to end it through awareness and action. Every responsible person will agree that even one abused child is too many; and
- WHEREAS, the month of April has been designated nationally as Child Abuse Prevention Month. At this time, we encourage all Town of Lochbuie citizens to join in renewing our commitment to preventing child abuse and learning what we can do to promote the safety and well-being of children; and
- WHEREAS, the Town of Lochbuie has dedicated individuals and organizations who work daily to counter the problem of child abuse and to help parents obtain the assistance they need; and
- WHEREAS, our community is stronger when all citizens become aware of child abuse prevention and become involved in supporting parents to raise their children in a safe and nurturing environment; and
- WHEREAS, effective child abuse prevention programs, such as CASA of Adams & Broomfield Counties, succeed because of partnerships among families, social service agencies, schools, religious and civic organizations, law enforcement agencies and the business community; and
- WHEREAS, all citizens, community agencies, faith organizations and businesses will work to increase their efforts to support families.

NOW, THEREFORE, BE IT RESOLVED, that I, Michael Mahoney, Mayor of the Town of Lochbuie, on behalf of the Board of Trustees, do hereby proclaim April 2024 as "Child Abuse Prevention Month."

In Witness Whereof, I have hereto set my hand and caused  
the seal of the Town of Lochbuie, Colorado to be affixed this  
Second day of April 2024

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Michael Mahoney, Mayor

Report Criteria:

- Detail report.
- Invoices with totals above \$0 included.
- Paid and unpaid invoices included.

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>ADAMSON POLICE PRODUCTS</b>						
ADAMSON POLICE PRODUCTS	INV410950	PD - ODNEAL	03/05/2024	12.95	.00	
ADAMSON POLICE PRODUCTS	INV410972	Uniform - PD-orlando-gear	03/05/2024	128.65	.00	
ADAMSON POLICE PRODUCTS	INV411277	PD - ODNEAL	03/11/2024	1,393.00	.00	
ADAMSON POLICE PRODUCTS	INV411630	PD - ODNEAL	03/18/2024	33.29	.00	
ADAMSON POLICE PRODUCTS	INV411793	PD - ODNEAL	03/20/2024	16.99	.00	
Total ADAMSON POLICE PRODUCTS:				1,584.88	.00	
<b>AMAZON CAPITAL SERVICES</b>						
AMAZON CAPITAL SERVICES	177K-1Q7L-GH	PW Supplies	03/20/2024	62.14	.00	
AMAZON CAPITAL SERVICES	177K-1Q7L-GH	PW Supplies	03/20/2024	62.15	.00	
AMAZON CAPITAL SERVICES	1C63-6CPH-7W	Wellness supplies	03/20/2024	16.99	.00	
AMAZON CAPITAL SERVICES	1C63-6CPH-7W	Wellness supplies	03/20/2024	16.99	.00	
AMAZON CAPITAL SERVICES	1C63-6CPH-7W	Wellness supplies	03/20/2024	16.98	.00	
AMAZON CAPITAL SERVICES	1K9M-XQ9X-9J	Supplies - PD	03/25/2024	149.99	.00	
AMAZON CAPITAL SERVICES	1K9M-XQ9X-9J	Supplies -trustee charger	03/25/2024	55.51	.00	
AMAZON CAPITAL SERVICES	1VYH-9TXW-L6	Supplies - CD webcam	03/21/2024	69.48	.00	
Total AMAZON CAPITAL SERVICES:				450.23	.00	
<b>AMERICAN CONSERVATION &amp; BILLING SOLUTION</b>						
AMERICAN CONSERVATION &	16482	4/24-AquaHawk Customer Portal	03/01/2024	530.00	.00	
Total AMERICAN CONSERVATION & BILLING SOLUTION:				530.00	.00	
<b>AQUA ENGINEERING</b>						
AQUA ENGINEERING	27343	2/24-WWMP Consultant	03/26/2024	30,307.50	.00	
Total AQUA ENGINEERING:				30,307.50	.00	
<b>ARIES CHEMICAL INC</b>						
ARIES CHEMICAL INC	108122	WWTP CHEMICALS	03/05/2024	4,298.00	.00	
Total ARIES CHEMICAL INC:				4,298.00	.00	
<b>BRIGHTON FORD</b>						
BRIGHTON FORD	369211	R&M SVC'S FORD F-350	03/06/2024	105.38	.00	
BRIGHTON FORD	369876	R&M SVC'S FORD F-250	02/27/2024	1,480.20	.00	
Total BRIGHTON FORD:				1,585.58	.00	
<b>BROWNSTEIN HYATT FARBER SCHRECK LLP</b>						
BROWNSTEIN HYATT FARBER	978242	2/24 - SPECIAL COUNSEL	03/14/2024	4,273.91	.00	
BROWNSTEIN HYATT FARBER	978242	2/24 - SPECIAL COUNSEL	03/14/2024	4,273.91	.00	
BROWNSTEIN HYATT FARBER	978242	2/24 - SPECIAL COUNSEL	03/14/2024	4,273.91	.00	
Total BROWNSTEIN HYATT FARBER SCHRECK LLP:				12,821.73	.00	
<b>CENTURY LINK</b>						
CENTURY LINK	333457832-313	4/24-303-637-2474-Water Plant	03/13/2024	174.84	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total CENTURY LINK:				174.84	.00	
<b>CINTAS</b>						
CINTAS	4187414412	3/24-Town Hall Mats/Towels	03/25/2024	27.04	.00	
CINTAS	4187414412	3/24-Town Hall Mats/Towels	03/25/2024	27.03	.00	
Total CINTAS:				54.07	.00	
<b>CIRSA</b>						
CIRSA	240828	2024 Property & Casualty - 1st qtr	03/15/2024	3,418.52	.00	
CIRSA	240828	2024 Property & Casualty - 1st qtr	03/15/2024	19,523.96	.00	
CIRSA	240828	2024 Property & Casualty - 1st qtr	03/15/2024	1,916.58	.00	
CIRSA	240828	2024 Property & Casualty - 1st qtr	03/15/2024	773.11	.00	
CIRSA	240828	2024 Property & Casualty - 1st qtr	03/15/2024	6,599.42	.00	
CIRSA	240828	2024 Property & Casualty - 1st qtr	03/15/2024	9,881.55	.00	
CIRSA	240943	PD Claim - PC6021126-1 - Deductible	03/22/2024	1,812.50	.00	
Total CIRSA:				43,925.64	.00	
<b>CITY OF BRIGHTON POLICE DEPARTMENT</b>						
CITY OF BRIGHTON POLICE DE	2024 VSU	2024 VICTIM SERVICE UNIT	02/15/2024	30,653.28	.00	
Total CITY OF BRIGHTON POLICE DEPARTMENT:				30,653.28	.00	
<b>COBRAHELP</b>						
COBRAHELP	31060	3/24 Cobra Consultant	03/15/2024	35.00	.00	
Total COBRAHELP:				35.00	.00	
<b>COLORADO ANALYTICAL LAB</b>						
COLORADO ANALYTICAL LAB	240305084	WATER-DRINKING	03/12/2024	136.80	.00	
COLORADO ANALYTICAL LAB	240305136	WATER-DRINKING	03/12/2024	345.00	.00	
COLORADO ANALYTICAL LAB	240305137	WASTEWATER TESTING	03/15/2024	1,086.31	.00	
COLORADO ANALYTICAL LAB	240313124	WASTEWATER TESTING	03/20/2024	95.40	.00	
COLORADO ANALYTICAL LAB	240319057	WASTEWATER TESTING	03/20/2024	24.30	.00	
COLORADO ANALYTICAL LAB	240319064	WASTEWATER TESTING	03/25/2024	16.20	.00	
COLORADO ANALYTICAL LAB	240319065	WASTEWATER TESTING	03/26/2024	95.40	.00	
COLORADO ANALYTICAL LAB	240319077	WATER-DRINKING	03/20/2024	82.80	.00	
Total COLORADO ANALYTICAL LAB:				1,882.21	.00	
<b>COLORADO DOORWAYS INC</b>						
COLORADO DOORWAYS INC	995340	PD Camera Upgrade	03/19/2024	3,570.00	.00	
Total COLORADO DOORWAYS INC:				3,570.00	.00	
<b>Comcast</b>						
Comcast	0288526-31624	4/24-Internet	03/16/2024	106.31	.00	
Comcast	0288526-31624	4/24-Internet	03/16/2024	106.30	.00	
Comcast	0288526-31624	4/24-Internet	03/16/2024	106.30	.00	
Total Comcast:				318.91	.00	
<b>DAIKIN APPLIED AMERICA INC</b>						
DAIKIN APPLIED AMERICA INC	3437482	WWTP - heater repairs	03/13/2024	348.50	.00	
DAIKIN APPLIED AMERICA INC	3437576	WWTP - heater repairs	03/13/2024	421.00	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total DAIKIN APPLIED AMERICA INC:				769.50	.00	
<b>DAVIS &amp; ASSOCIATES PROFESSIONAL BACKGROU</b>						
DAVIS & ASSOCIATES PROFES	12064	Background Check- Painter	03/17/2024	45.00	.00	
Total DAVIS & ASSOCIATES PROFESSIONAL BACKGROU:				45.00	.00	
<b>DENALI WATER SOLUTIONS LLC</b>						
DENALI WATER SOLUTIONS LL	INV753608	3/4-3/7-Sludge Hauling	03/14/2024	3,292.31	.00	
DENALI WATER SOLUTIONS LL	INV764576	3/11-Sludge Hauling	03/21/2024	833.27	.00	
Total DENALI WATER SOLUTIONS LLC:				4,125.58	.00	
<b>DR HORTON</b>						
DR HORTON	WATER RESOU	Water Resource Credit	03/19/2024	49,350.00	.00	
Total DR HORTON:				49,350.00	.00	
<b>GRAVES CONSULTING</b>						
GRAVES CONSULTING	1385	HR CONSULTING	03/14/2024	3,166.67	.00	
GRAVES CONSULTING	1385	HR CONSULTING	03/14/2024	3,166.67	.00	
GRAVES CONSULTING	1385	HR CONSULTING	03/14/2024	3,166.66	.00	
Total GRAVES CONSULTING:				9,500.00	.00	
<b>GROUND ENGINEERING</b>						
GROUND ENGINEERING	231434.0-2	Greenway Trail Project	03/14/2024	1,591.25	.00	
Total GROUND ENGINEERING:				1,591.25	.00	
<b>HART FUELING SERVICES</b>						
HART FUELING SERVICES	99201	03/24 - DIESEL	03/21/2024	862.73	.00	
Total HART FUELING SERVICES:				862.73	.00	
<b>HOME DEPOT CREDIT SERVICES</b>						
HOME DEPOT CREDIT SERVIC	2465 - 031324	2/24-Supplies - Water	03/13/2024	17.95	.00	
HOME DEPOT CREDIT SERVIC	2465 - 031324	2/24 Supplies - PW	03/13/2024	14.99	.00	
HOME DEPOT CREDIT SERVIC	2465 - 031324	2/24 Supplies - PW	03/13/2024	14.99	.00	
HOME DEPOT CREDIT SERVIC	2465 - 031324	2/24 Supplies - PW	03/13/2024	199.00	.00	
HOME DEPOT CREDIT SERVIC	2465 - 031324	2/24 Supplies - PW	03/13/2024	199.00	.00	
HOME DEPOT CREDIT SERVIC	2465 - 031324	2/24 Supplies - PW	03/13/2024	199.00	.00	
HOME DEPOT CREDIT SERVIC	2465 - 031324	3/24-WWTP Supplies	03/13/2024	62.71	.00	
HOME DEPOT CREDIT SERVIC	2465 - 031324	3/24-WWTP Supplies	03/13/2024	33.36	.00	
HOME DEPOT CREDIT SERVIC	2465 - 031324	3/24-WWTP Supplies	03/13/2024	21.56	.00	
Total HOME DEPOT CREDIT SERVICES:				762.56	.00	
<b>KONICA MINOLTA PREMIER FINANCE</b>						
KONICA MINOLTA PREMIER FIN	524500113	4/24 Copier Lease	03/09/2024	43.97	.00	
KONICA MINOLTA PREMIER FIN	524500113	4/24 Copier Lease	03/09/2024	43.96	.00	
KONICA MINOLTA PREMIER FIN	524500113	4/24 Copier Lease	03/09/2024	43.96	.00	
Total KONICA MINOLTA PREMIER FINANCE:				131.89	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>LINGO TELECOM</b>						
LINGO TELECOM	1197838483	2/24-Telephone Service	02/29/2024	75.26	.00	
LINGO TELECOM	1197838483	2/24-Telephone Service	02/29/2024	75.26	.00	
LINGO TELECOM	1197838483	2/24-Telephone Service	02/29/2024	75.27	.00	
Total LINGO TELECOM:				225.79	.00	
<b>MARTIN/MARTIN CONSULTING ENGINEERS</b>						
MARTIN/MARTIN CONSULTING	19.0580-00349	2/24 - Greenway Trail	03/13/2024	8,332.46	.00	
Total MARTIN/MARTIN CONSULTING ENGINEERS:				8,332.46	.00	
<b>MCCI LLC</b>						
MCCI LLC	RN17023	5/29/24-5/28/2025 - Laserfiche Services	03/18/2024	2,143.33	.00	
MCCI LLC	RN17023	5/29/24-5/28/2025 - Laserfiche Services	03/18/2024	2,143.33	.00	
MCCI LLC	RN17023	5/29/24-5/28/2025 - Laserfiche Services	03/18/2024	2,143.34	.00	
Total MCCI LLC:				6,430.00	.00	
<b>MCDONALD FARMS ENTERPRISES, IN</b>						
MCDONALD FARMS ENTERPRI	0105542-IN	Grease Hauling/Lift Station	03/12/2024	973.00	.00	
MCDONALD FARMS ENTERPRI	015539-IN	Grease Hauling/Lift Station	03/12/2024	3,539.00	.00	
Total MCDONALD FARMS ENTERPRISES, IN:				4,512.00	.00	
<b>MEDICAL AIR SERVICES ASSOCIATION</b>						
MEDICAL AIR SERVICES ASSO	1781949	3/24 - Medical Transport Insurance	03/15/2024	2.10	.00	
MEDICAL AIR SERVICES ASSO	1781949	3/24 - Medical Transport Insurance	03/15/2024	7.70	.00	
MEDICAL AIR SERVICES ASSO	1781949	3/24 - Medical Transport Insurance	03/15/2024	15.40	.00	
MEDICAL AIR SERVICES ASSO	1781949	3/24 - Medical Transport Insurance	03/15/2024	130.90	.00	
MEDICAL AIR SERVICES ASSO	1781949	3/24 - Medical Transport Insurance	03/15/2024	14.00	.00	
MEDICAL AIR SERVICES ASSO	1781949	3/24 - Medical Transport Insurance	03/15/2024	21.00	.00	
MEDICAL AIR SERVICES ASSO	1781949	3/24 - Medical Transport Insurance	03/15/2024	21.00	.00	
MEDICAL AIR SERVICES ASSO	1781949	3/24 - Medical Transport Insurance	03/15/2024	23.10	.00	
MEDICAL AIR SERVICES ASSO	1781949	3/24 - Medical Transport Insurance	03/15/2024	21.00	.00	
MEDICAL AIR SERVICES ASSO	1781949	3/24 - Medical Transport Insurance	03/15/2024	16.80	.00	
MEDICAL AIR SERVICES ASSO	1781949	3/24 - Medical Transport Insurance	03/15/2024	7.00	.00	
Total MEDICAL AIR SERVICES ASSOCIATION:				280.00	.00	
<b>PIONEER</b>						
PIONEER	PSI1845615	ROAD BASE	03/26/2024	937.35	.00	
Total PIONEER:				937.35	.00	
<b>RAMEY ENVIRONMENTAL COMPLIANCE</b>						
RAMEY ENVIRONMENTAL COM	27291	3/24 Water Services R&M - LABOR	03/15/2024	4,884.50	.00	
Total RAMEY ENVIRONMENTAL COMPLIANCE:				4,884.50	.00	
<b>SAFETY AND CONSTRUCTION SUPPLY</b>						
SAFETY AND CONSTRUCTION	13507-IN	PW - Paint	03/21/2024	126.11	.00	
SAFETY AND CONSTRUCTION	13507-IN	PW - Paint	03/21/2024	126.12	.00	
SAFETY AND CONSTRUCTION	13508-IN	PW - signs	03/21/2024	44.07	.00	
Total SAFETY AND CONSTRUCTION SUPPLY:				296.30	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>STERICYCLE INC</b>						
STERICYCLE INC	8006588274	3/24-Shredding Service	03/18/2024	7.50	.00	
STERICYCLE INC	8006588274	3/24-Shredding Service	03/18/2024	7.50	.00	
STERICYCLE INC	8006588274	3/24-Shredding Service	03/18/2024	7.50	.00	
STERICYCLE INC	8006588274	3/24-Shredding Service	03/18/2024	7.50	.00	
Total STERICYCLE INC:				30.00	.00	
<b>TIER ONE NETWORKING LLC</b>						
TIER ONE NETWORKING LLC	TIN24-0017	IT Equipment - Dual Port Enterprise	03/14/2024	494.20	.00	
TIER ONE NETWORKING LLC	TIN24-0017	IT Equipment - Dual Port Enterprise	03/14/2024	1,235.50	.00	
TIER ONE NETWORKING LLC	TIN24-0017	IT Equipment - Dual Port Enterprise	03/14/2024	247.10	.00	
TIER ONE NETWORKING LLC	TIN24-0017	IT Equipment - Dual Port Enterprise	03/14/2024	247.10	.00	
TIER ONE NETWORKING LLC	TIN24-0017	IT Equipment - Dual Port Enterprise	03/14/2024	247.10	.00	
TIER ONE NETWORKING LLC	TIN24-0017	IT Equipment - Dual Port Enterprise	03/14/2024	2,471.00	.00	
TIER ONE NETWORKING LLC	TIN24-0017	IT Equipment - Dual Port Enterprise	03/14/2024	2,471.00	.00	
Total TIER ONE NETWORKING LLC:				7,413.00	.00	
<b>UNITED POWER</b>						
UNITED POWER	1499601-03122	3/24 Greenbelt Park	03/12/2024	50.00	.00	
UNITED POWER	19275500-3262	3/24 TH Streetlights	03/26/2024	52.98	.00	
Total UNITED POWER:				102.98	.00	
<b>UNITED WATER &amp; SANITATION DIST</b>						
UNITED WATER & SANITATION	LOCHBUIE FE	1/1-1/31/24-Water Storage-United Power-#3 Bo	02/29/2024	4,501.75	.00	
Total UNITED WATER & SANITATION DIST:				4,501.75	.00	
<b>WICKHAM TRACTOR</b>						
WICKHAM TRACTOR	L5460HSTC	Parts	03/06/2024	649.63	.00	
WICKHAM TRACTOR	MOWER BLAD	Parts	03/14/2024	1,244.16	.00	
Total WICKHAM TRACTOR:				1,893.79	.00	
Grand Totals:				239,170.30	.00	



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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

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March 19, 2024  
6:30 p.m.**

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**Minutes**

**CALL TO ORDER**

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

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

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

Absent: Mayor Mahoney  
Trustee Tapey

**APPROVAL OF AGENDA**

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

**PROCLAMATION**

- a. United Power's 85<sup>th</sup> Anniversary

Samantha Riblett, Key Account Advisor for United Power, introduced herself and thanked the board for working with United Power and celebrating their milestone.

**PUBLIC COMMENT**

None

Please understand that Board of Trustees members use electronic devices of various kinds to access the materials relevant to the matters before us. Be assured, however, that, by mutual agreement and common practice of this Board of Trustees, these devices are not being used for texting, emailing, or other communications during public meetings.

## CONSENT AGENDA

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- a. Payment Approval Report (\$358,437.69)
- b. March 5, 2024 Minutes
- c. High Service Pump Replacement for Water Treatment Plant

*Motion made by Trustee Coen seconded by Trustee Bristow to approve the consent 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 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 April 2, 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.**

Mayor Pro Tem Jeffery opened the public hearing at 6:39 PM.

*Motion made by Trustee Coen seconded by Trustee Wescott to continue this public hearing to April 2, 2024, at 6:30 PM. Motion carried 5-0.*

The public hearing closed at 6:39 PM.

- 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 April 2, 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.**

Mayor Pro Tem Jeffery opened the public hearing at 6:40 PM.

*Motion made by Trustee Coen seconded by Trustee Wescott to continue this public hearing to April 2, 2024, at 6:30 PM. Motion carried 5-0.*

The public hearing closed at 6:41 PM.

- c. Ordinance 2024-693 Repealing and Readopting Section 10-10-10 of the Lochbuie Municipal Code Pertaining to Fireworks

Chief McCoy shared that this ordinance updates the Lochbuie Municipal Code to state that the types of fireworks that are legal to purchase in the state of Colorado are now legal in Lochbuie.

*Motion made by Trustee Bristow seconded by Trustee Coen to approve Ordinance 2024-693 Repealing and Readopting Section 10-10-10 of the Lochbuie Municipal Code Pertaining to Fireworks. Motion carried 5-0.*

## STAFF REPORTS

- A. Finance/Treasurer
- B. Police

Please understand that Board of Trustees members use electronic devices of various kinds to access the materials relevant to the matters before us. Be assured, however, that, by mutual agreement and common practice of this Board of Trustees, these devices are not being used for texting, emailing, or other communications during public meetings.

C. Water/Wastewater

Wayne Ramey, Ramey Environmental Compliance, shared that flows are up. He is glad that the Town is going through the upgrade at the wastewater plant, as it is necessary. He provided an update on how everything is running at the water and wastewater plant.

D. Human Resources

Jhazmin Thomas, Human Resources Manager, thanked the board for the opportunity to work for Lochbuie. She will be transitioning her role to a contractor. The events postcard has been mailed out, and the 2023 Annual Report is nearly complete.

Mayor Pro Tem Jeffery thanked Jhazmin Thomas for all her hard work while she was here. She wished her the best and is sad to see her go.

Trustee Coen shared that she appreciates all Jhazmin Thomas has done for the community, and she will be missed.

**MAYOR AND TRUSTEE COMMENTS**

Trustee Wescott wished Jhazmin Thomas the best.

**EXECUTIVE SESSION**

- a. An executive session pursuant to C.R.S. §24-6-402(4)(b) for a conference with legal counsel for the Town for the purpose of receiving legal advice on specific legal questions regarding municipal financing tools.

*Motion made by Trustee Bristow seconded by Trustee Coen to go into executive session for the purpose of discussing ongoing litigation related to annexation with Town legal Counsel under C.R.S. § 24-6-402(4)(b). Motion carried 5-0.*

*There was a recess at 6:53 PM.*

*Mayor Pro Tem Jeffery called the executive session to order at 7:10 PM.*

*Mayor Pro Tem Jeffery adjourned the executive session at 7:48 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 7:49 PM.

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

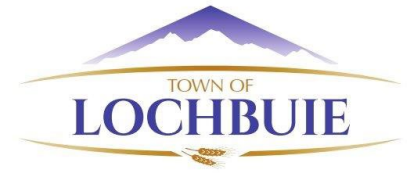
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Heather Bowen  
Town Clerk

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Mayor Mahoney  
Mayor

Please understand that Board of Trustees members use electronic devices of various kinds to access the materials relevant to the matters before us. Be assured, however, that, by mutual agreement and common practice of this Board of Trustees, these devices are not being used for texting, emailing, or other communications during public meetings.



## Agenda Item Summary

**MEETING DATE:** April 2, 2024

**SUBJECT:** Ordinance 2024-694, Approving Loans From The Colorado Water Resources And Power Development Authority (“CWRPDA”) In The Aggregate Principal Amount Not To Exceed \$7,000,000 (The “Leveraged Loan”) And \$1,700,000 (The “BIL Loan”); Authorizing The Forms And Execution Of The Loan Agreements And Governmental Agency Bonds To Evidence Such Loans; Authorizing The Construction Of A Project; Prescribing Other Details In Connection Therewith; And Declaring An Emergency

**PRESENTED BY:** A.J. Euckert, Town Manager  
Denise Rademacher, Finance Director  
Kim Crawford, Bond Counsel with Butler Snow

## SUMMARY

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This Ordinance approves the execution of loan agreements and governmental agency bonds with the Colorado Water Resources and Power Development Authority (CWRPDA) for the elevated water tank project.

## BACKGROUND

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To fund the elevated water tank project, the Town applied for a loan from the CWRPDA and was approved for a \$7 million leveraged loan. Additionally, the Town was approved for a Bipartisan Infrastructure Law (BIL) loan for \$1.7 million. Approximately \$1 million of the BIL loan is expected to be forgiven at the closing of the loan. The Town has also pledged net revenues derived from the Water Revenue Refunding Bonds, Series 2021, in the original aggregate principal amount of \$2,180,000 that will also be used to fund the project.

This Ordinance is being presented as an emergency to meet the required deadlines necessary for funding and requires six (6) affirmative votes.

## FINANCIAL CONSIDERATIONS

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The net effective interest rate on the Leveraged Loan shall not exceed 4.50%, and the aggregate principal amount of the Leveraged Loan shall not exceed \$7,000,000. The maximum annual repayment cost of the Leveraged Loan shall not exceed \$540,00. The total repayment cost of the Leveraged Loan shall not exceed \$11,560,000. The final maturity of the Leveraged Loan shall not extend beyond December 31, 2047.

The net effective interest rate on the BIL Loan shall not exceed 4.00%, and the aggregate principal amount of the BIL Loan shall not exceed \$1,700,000 (which amount includes approximately \$1,000,000 in principal forgiveness). The maximum annual repayment cost of the BIL Loan shall not exceed \$47,000 (which amount assumes approximately \$1,000,000 in principal forgiveness). The total repayment cost of the BIL Loan shall not exceed \$1,100,000 (which amount assumes approximately \$1,000,000 in principal forgiveness). The final maturity of the BIL Loan shall not extend beyond December 31, 2047.



## **STAFF RECOMMENDATION/ACTION REQUIRED**

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Staff recommends the following motion,...

“I move to approve Ordinance 2024-694, approving loans from the Colorado Water Resources and Power Development Authority in the aggregate principal amount not to exceed \$7,000,000 and \$1,700,000 and authorizing the forms and execution of the Loan Agreements and Governmental Agency Bonds to evidence such loans; authorizing the construction of a Project; prescribing other details in connection therewith; and declaring an emergency.”

## **ATTACHMENTS**

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Ordinance 2024-694

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

**ORDINANCE NO. 2024-694**

**AN ORDINANCE APPROVING LOANS FROM THE COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY (“CWRPDA”) IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$7,000,000 (THE “LEVERAGED LOAN”) AND \$1,700,000 (THE “BIL LOAN”); AUTHORIZING THE FORMS AND EXECUTION OF THE LOAN AGREEMENTS AND GOVERNMENTAL AGENCY BONDS TO EVIDENCE SUCH LOANS; AUTHORIZING THE CONSTRUCTION OF A PROJECT; PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.**

**WHEREAS**, the Town of Lochbuie, Colorado (the “Town”), in Weld and Adams Counties, Colorado, is a statutory town and political subdivision of the State of Colorado (the “State”), duly organized and existing as a statutory municipality under the laws of the State, acting through its elected Board of Trustees (the “Board”); and

**WHEREAS**, the members of the Board have been duly elected and qualified; and

**WHEREAS**, the Town owns and operates a system to supply water for domestic and other public and private purposes (the “System”); and

**WHEREAS**, the Board has heretofore by ordinance (the “Enterprise Ordinance”) recognized and confirmed the operations of the System as a “water activity enterprise” within the meaning of Title 37, Article 45.1, Colorado Revised Statutes (the “Enterprise Act”) and as an “enterprise” of the Town within the meaning of Article X, Section 20 of the Colorado Constitution (TABOR) (the “Enterprise”); and

**WHEREAS**, the Board serves as the Board of Directors and governing body of the Water Activity Enterprise; and

**WHEREAS**, the Enterprise presently qualifies as an “enterprise” for purposes of TABOR; and

**WHEREAS**, the Board, acting by and through the Enterprise, has heretofore determined the need to construct a new elevated water storage tank (as further described and defined in the Loan Agreement (defined herein), the “Project”); and

**WHEREAS**, the Town has made application to the Colorado Water Resources and Power Development Authority (the “CWRPDA”), a body corporate and political subdivision of the State of Colorado, for a loan to finance all or a portion of the cost of the Project; and

**WHEREAS**, the Board has determined that in order to finance all or a portion of the costs of the Project, it is necessary and advisable and in the best interests of the Town to enter into a loan agreement (the “Leveraged Loan Agreement”) with the CWRPDA, pursuant to which the CWRPDA shall loan the Town an amount of not to exceed \$7,000,000 (the “Leveraged Loan”) for such purposes; and

**WHEREAS**, the CWRPDA will obtain money to fund the Leveraged Loan to the Town through the issuance of its bonds (the “CWRPDA Bonds”); and

**WHEREAS**, the repayment obligations under the Leveraged Loan Agreement shall be evidenced by a governmental agency bond (the “Leveraged Bond”) to be issued by the Town to the CWRPDA, and which Leveraged Bond shall be payable only from revenue of the Enterprise; and

**WHEREAS**, additionally, the Town has determined that in order to finance all or a portion of the cost of the Project it is necessary and advisable and in the best interests of the Town for the Town to enter into a separate loan agreement with CWRPDA for a Bipartisan Infrastructure Law Loan (the “BIL Loan Agreement” and, with the Leveraged Loan Agreement, the “Loan Agreements”) pursuant to which CWRPDA shall loan the Town an amount not to exceed \$1,700,000, approximately \$1,000,000 of which is expected to be forgiven at the closing of the loan (the “BIL Loan” and, with the Leveraged Loan, the “Loans”) for such purposes; and

**WHEREAS**, the repayment obligations under the BIL Loan Agreement shall be evidenced by a governmental agency bond (the “BIL Bond” and, with the Leveraged Bond, the “Bonds”) to be issued by the Town to the CWRPDA; and

**WHEREAS**, the repayment obligations under the Loan Agreements shall be evidenced by the Bonds to be issued by the Town to CWRPDA, and which Bonds shall be payable only from revenue of the Enterprise; and

**WHEREAS**, TABOR requires an election to incur any multiple fiscal year obligation unless such obligation is incurred for an enterprise; and

**WHEREAS**, under TABOR, the Enterprise is a government-owned business authorized to issue its own revenue Bond and receiving under 10% of annual revenue in grants from all Colorado state and local governments combined; and

**WHEREAS**, in 2023, the Enterprise received grants from all Colorado state and local governments combined which were less than 10% of the annual revenue of the System; and

**WHEREAS**, there have been presented to the Board the forms of the Loan Agreements and Bonds (collectively, the “Financing Documents”); and



**WHEREAS**, the Financing Documents shall constitute revenue obligations of the Town, payable from the Net Revenues of the System (as defined in the Loan Agreements); and

**WHEREAS**, the Town has pledged the Net Revenues derived or to be derived from the operations of the System to payment of the Water Revenue Refunding Bonds, Series 2012, in the original aggregate principal amount of \$2,180,000 (the “2012 Bonds”); and

**WHEREAS**, the Town is in substantial compliance with all of the covenants of the 2012 Bonds;

**WHEREAS**, the requirements of the 2012 Bonds required for the issuance of this Bond have been satisfied and the Town may enter into the Loans as parity obligations with the 2012 Bonds; and

**WHEREAS**, except to secure the 2012 Bonds, the Town has not pledged nor hypothecated the Net Revenues derived or to be derived from the operation of the Enterprise, or any part thereof, to the payment of any bonds or any other purpose, with the result that the Net Revenue may now be pledged lawfully and irrevocably to the payment of the Bonds; and

**WHEREAS**, pursuant to Title 31, Article 35, Part 4, C.R.S. (the “Sewer and Water Systems Act”) and the Enterprise Act, the Financing Documents may be approved by the Board without an election; and

**WHEREAS**, the forms of the Financing Documents are on file with the Town Clerk; and

**WHEREAS**, the Board desires to approve the form of the Financing Documents and other documents referenced therein, authorize the execution of the Loan Agreements, and authorize the execution and delivery of the Bonds.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF LOCHBUIE, COLORADO, ACTING BY AND THROUGH THE TOWN’S WATER ACTIVITY ENTERPRISE:**

Section 1. Recitals Incorporated.

The foregoing recitals are made a part of this Ordinance.

Section 2. Determinations.

The Board hereby finds and determines that the Enterprise constitutes an enterprise under TABOR.

Section 3. Approvals, Authorizations, and Amendments.

(a) The forms of the Financing Documents as are on file with the Town Clerk are hereby approved, and the Mayor and Town Clerk are hereby authorized and directed to execute

the Financing Documents in substantially the forms as are on file with the Town Clerk, with such changes as are not inconsistent herewith and as are hereafter approved by the Mayor, the Town Administrator or the Town's Finance Director, and the Town Clerk is hereby authorized to authenticate and affix the seal of the Town thereto. The Town shall enter into and perform its obligations under the Financing Documents, in the forms of such Financing Documents, with such changes as are not inconsistent herewith and as are hereafter approved by the Mayor, the Town Administrator or the Finance Director.

(b) The Mayor, the Town Administrator, the Finance Director and the Town Clerk are further hereby authorized and directed to execute and authenticate such other documents, instruments, or certificates as are deemed necessary or desirable in connection with the Town's performance of its obligations under the Financing Documents.

Section 4. Election to Apply Supplemental Act.

Section 11-57-204 of the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, Colorado Revised Statutes (the "Supplemental Act") provides that a public entity, including the Town, may elect in an act of issuance to apply all or any of the provisions of the Supplemental Act. The Town hereby elects to apply all sections of the Supplemental Act to the Financing Documents.

Section 5. Delegation.

(a) Pursuant to Section 11-57-205 of the Supplemental Act, the Board hereby delegates to the Mayor, the Town Administrator and the Finance Director the independent authority to make the following determinations relating to and contained in the Financing Documents, subject to the restrictions contained in paragraph (b) of this Section 5:

- (i) The interest rate on the Loans;
- (ii) The principal amount of the Loans;
- (iii) The amount of principal of the Loans maturing in any given year and the final maturity of the Loans;
- (iv) The dates on which the principal of and interest on the Loans are paid; and
- (v) The existence and amount of capitalized interest or reserve funds for the Loans, if any.

(b) The delegation in paragraph (a) of this Section 3 shall be subject to the following parameters and restrictions:

- (i) the net effective interest rate on the Leveraged Loan shall not exceed 4.50%;

- (ii) the aggregate principal amount of the Leveraged Loan shall not exceed \$7,000,000;
- (iii) the maximum annual repayment cost of the Leveraged Loan shall not exceed \$540,000;
- (iv) the total repayment cost of the Leveraged Loan shall not exceed \$11,560,000;
- (v) the final maturity of the Leveraged Loan shall not extend beyond December 31, 2047;
- (vi) the net effective interest rate on the BIL Loan shall not exceed 4.00%;
- (vii) the aggregate principal amount of the BIL Loan shall not exceed \$1,700,000 (which amount includes approximately \$1,000,000 in principal forgiveness);
- (viii) the maximum annual repayment cost of the BIL Loan shall not exceed \$47,000 (which amount assumes approximately \$1,000,000 in principal forgiveness);
- (ix) the total repayment cost of the BIL Loan shall not exceed \$1,100,000 (which amount assumes approximately \$1,000,000 in principal forgiveness);
- (x) the final maturity of the BIL Loan shall not extend beyond December 31, 2047.

(c) Pursuant to Section 11-57-205 of the Supplemental Act, the Board hereby further delegates to the Mayor, the Town Administrator or the Finance Director the independent authority to sign the Bond Purchase Agreement and to execute any agreement or agreements in connection therewith. The Bond Purchase Agreement may be completed, corrected or revised as deemed necessary by the parties thereto in order to carry out the purposes of this Ordinance. The execution of the Bond Purchase Agreement by the Mayor, Town Administrator or the Finance Director shall be conclusive evidence of the approval by the Town of the Bond Purchase Agreement in accordance with the terms hereof.

The delegation set forth in this Section shall be effective for one year after adoption of this Ordinance.

Section 6. CWRPDA's Official Statement.

The appropriate officers and employees of the Town are hereby authorized and directed to furnish and supply information concerning the Town to CWRPDA for use in the preparation of a Preliminary Official Statement related to the CWRPDA Bonds (the "Preliminary Official Statement") and an Official Statement related to the CWRPDA Bonds ("the Official

Statement”) to be used to market the CWRPDA Bonds if required. The Town consents to the use and distribution of the Preliminary Official Statement and the Official Statement in connection with the public offering and sale of the CWRPDA Bonds.

Section 7. Continuing Disclosure Undertaking.

The Mayor, Town Administrator or the Finance Director are hereby authorized and directed to execute a Continuing Disclosure Undertaking (the “Continuing Disclosure Undertaking”) related to the CWRPDA Bonds to assist the Underwriter in complying with paragraph (b)(5) of Rule 15c2-12 under the Securities and Exchange Act of 1934 if required. The Town agrees that it will comply with the provisions of the Continuing Disclosure Undertaking, including providing notice of certain enumerated events. The execution of the Continuing Disclosure Undertaking by the Mayor or the Town Administrator shall be conclusive evidence of the approval by the Town of the Continuing Disclosure Undertaking in accordance with the terms hereof.

Section 8. Conclusive Recital.

Pursuant to Section 11-57-210 of the Supplemental Act, the Bonds and the Loan Agreements shall contain a recital that the Bonds are issued pursuant to the Supplemental Act. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bonds after its delivery for value.

Section 9. Pledge of Revenues.

The creation, perfection, enforcement, and priority of the pledge of revenues to secure or pay the Bonds and the Loan Agreements as provided herein shall be governed by Section 11-57-208 of the Supplemental Act and this Ordinance. The amounts pledged to the payment of the Bonds and the Loan Agreements shall immediately be subject to the lien of such pledge without any physical delivery, filing, or further act. The lien of such pledge shall have the priority described in the Loan Agreements. The lien of such pledge shall be valid, binding, and enforceable as against all persons having claims of any kind in tort, contract, or otherwise against the Town irrespective of whether such persons have notice of such liens.

Section 10. Limitation of Actions.

Pursuant to Section 11-57-212 of the Supplemental Act, no legal or equitable action brought with respect to any legislative acts or proceedings in connection with the Financing Documents shall be commenced more than thirty days after the adoption of this Ordinance.

Section 11. Limited Obligation.

The Financing Documents are payable solely from the revenues set forth in the Financing Documents do not constitute a debt within the meaning of any constitutional or statutory limitation or provision.

Section 12. No Recourse Against Officers and Agents.

Pursuant to Section 11-57-209 of the Supplemental Act, if a member of the Board, or any officer or agent of the Town acts in good faith, no civil recourse shall be available against such member, officer, or agent for payment of the principal of or interest on the Bonds. Such recourse shall not be available either directly or indirectly through the Board of Trustees or the Town, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise. By the acceptance of the Bonds and as a part of the consideration of its sale or purchase, CWRPDA specifically waives any such recourse.

Section 13. Disposition of Loan Proceeds.

The proceeds of the Loans shall be applied only to pay the costs and expenses of acquiring, constructing, reconstructing, improving, bettering, extending or equipping the Project, including costs related thereto and all other costs and expenses incident thereto, including without limitation the costs of obtaining the Loans. Neither CWRPDA nor any subsequent owner(s) of the Loan Agreements shall be responsible for the application or disposal by the Town or any of its officers of the funds derived from the Loans. In the event that all of the proceeds of the Loans are not required to pay such costs and expenses, any remaining amount shall be used for the purpose of paying the principal amount of the Loans and the interest thereon pursuant to the terms of the Loan Agreements.

Section 14. Town Representatives.

Pursuant to the Loan Agreements, Michael Mahoney as Mayor, A.J. Euckert, the Town Administrator and Denise Rademacher, Finance Director are each designated as an Authorized Officer (as defined in the Loan Agreements) for the purpose of performing any act or executing any document relating to the Loans, the Town, the Bond or the Loan Agreements. A copy of this Ordinance shall be furnished to CWRPDA as evidence of such designation.

Section 15. Estimated Life of Improvements.

It is hereby determined that the estimated life of the Project to be financed with the proceeds of the Loans is not less than the maximum maturity of the Loans authorized hereby.

Section 16. Direction to Take Authorizing Action.

The Mayor, the Town Clerk, and the Town Administrator are hereby authorized and directed to execute the Financing Documents and to affix the seal of the Town thereto, in substantially the forms presented to the Board, with such changes as are not inconsistent with the provisions of this Ordinance. The Mayor, the Town Clerk, the Town Administrator and other appropriate officials or employees of the Town are further authorized and directed to execute and authenticate such other instruments, documents or certificates as are deemed necessary or desirable to effectuate the provisions of this Ordinance, including but not limited to such certificates and affidavits as may be required by CWRPDA or its bond counsel. The execution of any documents, instruments, or certificates by said officials shall be conclusive evidence of the approval by the

Town of such documents, instruments, or certificates in accordance with the terms thereof and this Ordinance.

Section 17. Ratification and Approval of Prior Actions.

All actions heretofore taken by the Mayor, any member of the Board, the Town Clerk, the Town Administrator, and the other officers and employees of the Town, not inconsistent with the provisions of this Ordinance, relating to the Financing Documents, or actions to be taken in respect thereof, are hereby ratified, approved, and confirmed.

Section 18. Severability.

If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 19. Ordinance Irrepealable.

After the Bond is issued, this Ordinance shall constitute an irrevocable contract between the Town and CWRPDA, and shall be and remain irrepealable until the Bond shall have been fully paid, satisfied, and discharged. No provisions of any constitution, statute, charter, ordinance, resolution or other measure enacted after the issuance of the Bond shall in any manner be construed as impairing the obligations of the Town to keep and perform the covenants contained in this Ordinance.

Section 20. Electronic Signatures; Electronic Transactions.

The Mayor, the Town Clerk, the Town Administrator, the Finance Director or other employee or official of the Town that is authorized or directed to execute any agreement, document, certificate, instrument or other paper in accordance with this Ordinance (collectively, the "Authorized Documents") are hereby authorized to execute Authorized Documents electronically via facsimile or email signature. Any electronic signature so affixed to any Authorized Document shall carry the full legal force and effect of any original, handwritten signature. This provision is made pursuant to Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act. It is hereby determined that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 21. Publication.

This Ordinance after its passage on first and final reading shall be numbered, recorded, and (a) published by title only in accordance with Section 2-2-110 of the Lochbuie Municipal Code which provides that, in accordance with Section 31-16-105, C.R.S., and the voter approval given at the November 6, 2018, regular Town election, ordinances may be published by title only following adoption as long as such ordinances are also published in full on the Town website upon adoption. and (b) posted in full on the Town website, and the adoption, posting, and publication shall be authenticated by the signature of the Mayor and the Town Clerk.

Section 22. Emergency Declaration.

Because it is necessary to the successful completion of the Project that the Town be prepared to proceed as soon as the CWRPDA is ready to issue its CWRPDA Bonds, the Board hereby finds and declares that an emergency exists and that passage of this Ordinance at this time is necessary to the immediate preservation of the public health and safety and shall become effective immediately upon passage by a  $\frac{3}{4}$  majority of the Board.

*[Remainder of page left blank intentionally]*

**INTRODUCED, READ, ADOPTED BY A ¾ MAJORITY OF THE BOARD OF TRUSTEES AS AN EMERGENCY ORDINANCE AND ORDERED POSTED IN FULL AND PUBLISHED BY TITLE ONLY THIS 2<sup>ND</sup> DAY OF APRIL, 2024.**

TOWN OF LOCHBUIE, COLORADO

---

Michael Mahoney, Mayor

(SEAL)

Attest:

---

Heather Bowen, Town Clerk

APPROVED AS TO FORM:

---

Maureen Juran, Town Attorney

I HEREBY CERTIFY that the foregoing ordinance entitled:



ORDINANCE NO. 2024-694

AN ORDINANCE APPROVING LOANS FROM THE COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY (“CWRPDA”) IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$6,441,282 (THE “LEVERAGED LOAN”) AND \$1,558,718 (THE “BIL LOAN”); AUTHORIZING THE FORMS AND EXECUTION OF THE LOAN AGREEMENTS AND GOVERNMENTAL AGENCY BONDS TO EVIDENCE SUCH LOANS; AUTHORIZING THE CONSTRUCTION OF A PROJECT; PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY

was introduced, finally passed, adopted and authenticated on first reading on April 2, 2024, and was (i) ordered published after first reading at a regular meeting of the Board of Trustees of the Town of Lochbuie, Colorado (the “Board”) held on April 2, 2024 and (ii) that the same was so published by title only in the \_\_\_\_\_, a daily newspaper published and of general circulation in the Town, on \_\_\_\_\_, 2024 and posted in full on the Town website on \_\_\_\_\_, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town this \_\_\_\_\_, 2024.

---

Heather Bowen, Town Clerk

(SEAL)

Whereupon it was moved that the ordinance be now finally passed and adopted upon first reading. The motion was seconded. The question being upon the adoption of said motion and the placing of the ordinance upon its final passage, the roll was called with the following result:

<b>Council Member</b>	<b>Voting Aye</b>	<b>Voting Nay</b>	<b>Absent</b>	<b>Abstaining</b>
Michael Mahoney, Mayor				
Jamie Jeffery, Mayor Pro Tem				
May Wescott				
Dawn Coen				
Jacklyn White				
Peggy Tapey				
Kat Bristow				

The presiding officer thereupon declared that there having been an affirmative vote of  $\frac{3}{4}$  of the members of the Board, the ordinance was duly passed as an emergency ordinance.

---

Michael Mahoney, Mayor

(SEAL)

Attest:

---

Heather Bowen, Town Clerk

STATE OF COLORADO )  
 )  
COUNTIES OF WELD AND ADAMS ) SS.  
 )  
TOWN OF LOCHBUIE )

I, Heather Bowen, Town Clerk of the Town of Lochbuie, Colorado (the “Town”), do hereby certify:

(1) The foregoing pages are a true, correct, and complete copy of an ordinance adopted by the Board of Trustees of the Town (the “Board”) of the Town at a regular meeting of the Board held at the Town Hall on April 2, 2024, by an affirmative vote of  $\frac{3}{4}$  of the members of the Board.

(2) The copy of the ordinance contained in those proceedings is a true, correct, complete and compared copy of the original of the ordinance introduced and adopted at such meetings.

(3) The original of the ordinance has been signed and authenticated by the signature of the Mayor and signed and attested with my signature as Town Clerk, and sealed with the corporate seal of the Town, and has been recorded in the required books of the Town kept in my office, which record has been duly signed by such officers and sealed with the seal of the Town.

(4) The ordinance was published by title only in \_\_\_\_\_, a newspaper of general circulation in the Town, after its adoption, in accordance with the laws of the State. The affidavit of publication is attached hereto.

(5) The ordinance was posted in full on the Town website on \_\_\_\_\_, 2024.

(6) All members of the Board indicated in the preceding minutes were present at such meetings and the members of the Board voted on the passage of the ordinance as in such proceedings set forth.

(7) All members of the Board were given due and proper notice of the meetings.

(8) I was in attendance at the meetings and the foregoing proceedings were in fact held as in such proceedings stated, as officially of record in my possession.

(9) No other proceedings were adopted nor was any other action taken or considered at such meetings pertaining to the ordinance or the Loan therein authorized.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the  
Town on this April 2, 2024.

---

Town Clerk

(SEAL)

(Attach Affidavit of Publication  
of Ordinance No. 2024-694)



# Agenda Item Summary

MEETING DATE: April 2, 2024

SUBJECT: Ramey Environmental Compliance, Inc. Agreement Amendment - Additional FTE for Plant Operations

PRESENTED BY: Wayne Ramey, Operator In Responsible Charge

PREPARED BY: Wayne Ramey, Operator

## SUMMARY / BACKGROUND

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Ramey Environmental Compliance, Inc. (REC) has had a contract for ORC duties with the Town of Lochbuie since February 2008. Initially, the contract only covered the wastewater collection system and the water distribution system. In November 2012, REC signed a contract with the Town for ORC duties as well as operations and maintenance of the Water Treatment, Wastewater Treatment, and the Silver Peaks Booster station. In November 2014, the contract was restated and amended to include price increases that commensurate with the Consumer Price Index of the Denver/Boulder area as well as to include cleaning and televising the wastewater collection system. The pricing from 2012 to 2014 remain constant at \$18,500.00 per month and then the agreement increased 1.7% to 2.7% per year based on CPI. The CPI changed drastically in 2022 and 2023 to 6.8% and 7.0%, respectively. The present contract amount for 2024 is \$24,671 per month.

To give a picture of how much more effort it is taking to operate the facilities since 2012 to present the facts are:

	2012	2023	% increase
WWTP Flow	0.75 MGD	1.45 MGD	93
WTP Production	0.23 MGD	0.51 MGD	122

Other changes during this time are that the water plant doubled in size in 2017 requiring more time at the WTP. The Silver Peaks Booster Station was upgraded in 2017 as well. In 2019, the WWTP added a new influent pumping station with three (3) additional pumps, grit removal, and biosolids dewatering. All of these new processes are taking more labor to operate and maintain as well as both facilities are aging and require more attention to keep them operating as required.

Therefore, based on this information REC is requesting that we add another full-time equivalent to maintain service levels at the three facilities. The 2016 Cost of Service Rate Study and the 2022 Cost of Service Rate Study identified an additional operator in 2023.



## FINANCIAL CONSIDERATIONS

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The 2024 budget has \$40,000.00 in Water Operations and \$40,000.00 in Wastewater Operations. Based on present costs per operator, notwithstanding all of the administrative work, the average cost/operator is \$8,253.67/month. The \$80,000.00 in both budgets will cover the last 10 months of 2024.

## STAFF RECOMMENDATION / ACTION REQUIRED

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Staff recommend amending the REC agreement to add an additional FTE operator to the staff. The amended agreement language that addresses staffing obligations would read...

A. Contractor shall provide the following staffing to perform the Services as described herein:

Contractor shall perform the role and fulfill the responsibilities of an Operator in Responsible Charge.

Contractor shall provide staffing at the plants 7 days a week. Contractor will provide staff as follows Monday - Friday 5 days a week 8 hours; and Saturday and Sunday short shift for 4 hours; check equipment do daily testing. Town shall pay an amount above Total Monthly Fees for hourly call-out costs for off-hour call-outs at the rates set forth on Exhibit B.

- A lead operator(s) with a minimum "A" level certification for water or wastewater to comply with all state water quality regulations, while under the direct supervision of the Operator in Responsible Charge.
- Additional operators (minimum 3) will also be provided to carry out day to day operations. When additional operators assist on-site personnel on a routine basis there will be no additional cost to the Town.
- If the activities are not routine (emergencies and special projects), additional costs will be incurred by the Town with prior notification.

## ATTACHMENTS

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Resolution 2024-17

Ramey Environmental Compliance, Inc. Professional Services Agreement 2024 Amendment

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

**RESOLUTION NO. 2024-17**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF  
LOCHBUIE, COLORADO, APPROVING A 2024 AMENDMENT TO THE  
PROFESSIONAL SERVICES AGREEMENT WITH RAMEY  
ENVIRONMENTAL COMPLIANCE, INC.**

**WHEREAS**, the Town of Lochbuie owns and operates a water utility and a wastewater utility by and through the relevant enterprises; and

**WHEREAS**, the Town and Ramey Environmental Compliance, Inc. (“REC”) are parties to a Professional Services Agreement with an initial term commencing January 1, 2014, which has been previously amended by the parties (“PSA”), pursuant to which REC provides operator and related services for the functioning of the utilities’ facilities; and

**WHEREAS**, the Town and REC now desire to amend Exhibits A and B of the PSA to ensure that additional staffing is provided at the Town’s water and wastewater treatment facilities to ensure the Services (as defined in the PSA) are provided in accordance with the terms of the PSA and to amend the compensation to be paid to correspond.

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

Section 1. The Town Board of Trustees (a) incorporates the above recitations as findings of the Board, (b) authorizes the Mayor to execute on behalf of the Town a 2024 Amendment to the PSA with REC in substantially the form attached hereto as Exhibit A with such minor modifications as may be necessary that do not change the financial obligations of the Town, and with the approval of the Town Attorney.

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



**ADOPTED THIS 2<sup>ND</sup> DAY OF APRIL, 2024.**

**TOWN OF LOCHBUIE, COLORADO**

**ATTEST:**

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

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

**EXHIBIT A**  
**2024 AMENDMENT TO PSA**

**TOWN OF LOCHBUIE  
PROFESSIONAL SERVICES AGREEMENT  
2024 AMENDMENT  
INDEPENDENT CONTRACTOR**

Project/Services Name: **Operator in Responsible Charge and routine operational services for the Town Water & Wastewater Facilities**

**THIS PROFESSIONAL SERVICES AGREEMENT 2024 AMENDMENT** (“2024 Amendment”) is entered into by and between **RAMEY ENVIRONMENTAL COMPLIANCE, INC.**, a Colorado corporation whose business address is 5959 Iris Parkway Suite A, Frederick, CO 80504 (the “Contractor”) and the **TOWN OF LOCHBUIE, COLORADO**, a statutory municipality of the State of Colorado (the “City”). The Town and the Contractor may be collectively referred to herein as the “Parties.”

**RECITALS AND REPRESENTATIONS**

**WHEREAS**, the Town and Contractor are parties to a Professional Services Agreement with an initial term commencing January 1, 2014, which has been previously amended by the parties (“PSA”), and

**WHEREAS**, in 2021, by written amendment, the Parties amended (a) Section 4.1 of the PSA to allow for the term of the PSA to continue for automatic annual renewal terms unless action is taken to terminate, and (b) Exhibit B to set forth the compensation to be paid in the 2021 annual term and set the compensation increases annually until the PSA is terminated; and

**WHEREAS**, the Parties now desire to amend Exhibits A and B to ensure that additional staffing is provided at the Town’s water and wastewater treatment facilities to ensure the Services are provided in accordance with the terms of the PSA and to amend the compensation to be paid to correspond.

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

**1.0 AMENDMENT OF EXHIBITS A AND B.**

Effective March 1, 2024, regardless of when this 2024 Amendment is executed, the PSA is hereby amended to replace Exhibits A and B thereof, which set forth the Services to be provided by and the compensation to be paid to Contractor, with new Exhibits A-2024 and B-2024 as attached hereto.

**2.0 NO FURTHER AMENDMENT.** Nothing in this 2024 Amendment shall amend or waive any other terms of the PSA, as previously amended, all of which shall be applicable and in effect for the remainder of 2024 and each succeeding Annual Renewal Term authorized hereunder.

**THIS 2024 AMENDMENT is executed and made effective as provided above.**

**TOWN OF LOCHBUIE, COLORADO**

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

ATTEST:

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

\_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR: RAMEY ENVIRONMENTAL  
COMPLIANCE, INC.**

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

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

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

\_\_\_\_\_

**EXHIBIT A-2024  
SERVICES**

Project/Services Name: **Operator in Responsible Charge and routine operational services for the Town Water & Wastewater Facilities**

**Services** shall include:

**A. Contractor shall provide the following staffing to perform the Services as described herein:**

Contractor shall perform the role and fulfill the responsibilities of an Operator in Responsible Charge.

Contractor shall provide staffing at the plants 7 days a week. Contractor will provide staff as follows Monday - Friday 5 days a week 8 hours; and Saturday and Sunday short shift for 4 hours; check equipment do daily testing. Town shall pay an amount above Total Monthly Fees for hourly call-out costs for off-hour call-outs at the rates set forth on Exhibit B.

- A lead operator(s) with a minimum "A" level certification for water or wastewater to comply with all state water quality regulations, while under the direct supervision of the Operator in Responsible Charge.
- Additional operators (minimum 3) will also be provided to carry out day to day operations. When additional operators assist on-site personnel on a routine basis there will be no additional cost to the Town.
- If the activities are not routine (emergencies and special projects), additional costs will be incurred by the Town with prior notification.

**B. Contractor shall perform all the following listed tasks related to the water system plant and the wastewater treatment facility:**

1. Scope

1.1 Continuous O&M (operation & maintenance) of the Town's Reverse Osmosis water system.

1.2 Continuous O&M of the Town's 2.0 MGD capacity biological nutrient removal wastewater treatment facility.

1.3 Contractor will perform routine, general maintenance on plant equipment. Any repairs and/or maintenance procedures requiring specialized tools (pump repairs, welding, electrical, pipe fitting, etc.) will be contracted out and billed directly to the Town.

1.4 All chemicals and consumable supplies to carry out Contractor duties will be billed to the Town. All laboratory equipment will be supplied by the Town and all third party compliance testing will be billed directly to the Town.

2. General

2.1 The Contractor shall operate the facilities so as to comply with all applicable laws and regulations promulgated by the State of Colorado, including its agencies. The operator in charge shall be a licensed "A" water/wastewater operator.

2.2 The Contractor shall work under the direction of, and report to the Town Administrator or his designated representative.

2.3 The Contractor shall follow the instructions and/or recommendations for O&M as contained in the plant O&M manuals, and in the manuals furnished by the equipment suppliers. If the operator disagrees with any provisions of these documents, he shall document such disagreements to the Town Administrator for resolution. The operator shall minimize electrical and gas energy usage, and other utilities or commodities.

2.4 The Contractor shall perform the specific tasks itemized in Sections 3 and 4 below. It is intended that O&M services be provided by trained and experienced operators having a high level of competence; and that complete O&M services for the subject facilities are intended whether or not normally required.

### 3. Specific Tasks - Water Treatment

#### 3.1 Laboratory.

- Operate on-site water analysis laboratory. Tests to be performed at the lab include, but are not limited to: chlorine residuals, coagulant dosage optimization, jar test, turbidity calibration, and pH level. Town will be responsible for providing expendables such as glassware, reagents, test kits. etc.
- Collect and deliver to a certified laboratory samples for periodic chemicals and microbiological analyses as required.

#### 3.2 Operations.

- Determine proper flow rates and optimum chemical feed rates.
- Calibrate, fill and adjust all chemical feeders, mixers, pumps, etc. involved with the treatment process.
- Provide Town Administrator a list that will maintain a suitable inventory of process chemicals, and order and receive chemicals. Town will bear the cost of process chemicals, which will be billed directly to the Town by the supplier without markup by Contractor.
- Control recycle flows and waste solid flows so as not to upset plant or downstream sewers.

3.3 Shop. Maintain shop with necessary tools for minor maintenance and repairs of Plant.

3.4 Maintenance.

- Prepare an inventory of lubricants and common replacement parts that could be critical to maintaining operations. On approval of the Administrator, maintain a suitable stock of such parts with an on-hand inventory.
- Carry out all lubrication and preventative maintenance checks.
- Notify Town Administrator of any problems requiring capital expenditures or outside services.
- Coordinate and assist outside service work. Contractor shall not agree to any additional related services outside services without the prior written consent of the Town (including approval by e-mail) and Contractor understands and agrees that it is the intent of the Parties that any additional related services are billed directly to the Town to avoid such markup whenever possible.

### 3.5 Cleanliness.

- The Contractor shall be responsible for maintaining the cleanliness and appearance of the interior spaces of all plant facilities in a professional manner.
- Bathrooms shall be cleaned at least twice monthly.
- The Town shall provide all cleaning supplies and equipment. Contractor shall collect and remove all trash from inside plant facilities.
- The Town shall be responsible for maintaining the cleanliness and appearances of the exterior building and grounds within the plant property boundaries.
- The Town shall also provide and arrange for trash hauling and dumpster service to the plant facility.

### 3.6 Availability.

- Certified Operator to be available at all times, with a one (1) hour maximum response time to any emergency at the plant or a related operations site.
- Maintenance person to be available at all times with a one (1) hour maximum response time to any emergency at the plant or a related operations site.

### 3.7 Repairs.

- Repair and/or replace minor item problems that an operator typically would do.
- For more complex repairs, consult with the Town Administrator to arrange for outside contract work.

- Monitor contract O&M-type work outside the scope of the Services provided under this Agreement.. (NOTE: This will not apply to major replacements or improvements that would typically be capitalized).

### 3.8 Reporting/Records.

- Contractor shall furnish test results and reports required to CDPHE.
- In addition, Contractor shall prepare a monthly report and submit this to the Town Administrator by the end of the following month. The monthly report shall, at a minimum, include the following:
  - A. Records of water production for the month.
  - B. Data or graphs indicating storage tank levels.
  - C. Water quality data, e.g. average and peak turbidity, coliform test results, chlorine residuals, etc.
  - D. Summary of repair and maintenance activities.
  - E. Itemization of problems experienced.
  - F. Cost data or information requested by the Town Administrator.
- A detailed daily log shall be maintained at plant site and shall be available for review at all times.

## 4. Specific Tasks - Wastewater Treatment

### 4.1 Laboratory.

- Operate the process control laboratory. Tests to be run at lab include: D.O., TSS (influent & effluent); MLVSS (sludges); coagulant dosage optimization (jar tests or other if equipment furnished); and pH.
- Calculate and plot F:M ratios daily. Settling meters, and/or other monitoring values as required by the Town Administrator and Contractor.
- Town shall provide expendables, including glassware, reagents, test kits, etc.
- Collect and deliver to a certified laboratory samples for periodic chemical analyses as required by the permit.

### 4.2 Operations.

- Determine proper return sludge and waste sludge flow rates and optimum chemical feed rates.
- Calibrate, fill and adjust all chemical feeders, mixers, pumps. etc. involved with the treatment processes.
- Maintain optimum D.O. levels in all basins.



- Provide Town Administrator a list to maintain a suitable inventory of process chemicals, and order and receive chemicals.
- Control dissolved oxygen, recycle flows and waste solids flows so as to attain process efficiency and not upset the plant.
- Manage waste digested sludge operations.
- Schedule, assist and monitor waste sludge hauling.
- Control waste sludge withdrawals so as to maximize solids content (minimize hauling costs). Cost of hauling shall be borne by the Town.
- Keep bar screenings and collected grit confined and manage disposal of same.

4.3 Shop. Maintain shop with necessary tools for the maintenance and repairs of plant.

4.4 Maintenance.

- Prepare an inventory of lubricants and common replacement wear parts that could be critical to maintaining operations.
- On approval by the Administrator, maintain a suitable stock of such parts with an on-hand status inventory.
- Carry out all lubrication and preventative maintenance checks.
- Notify Town Administrator of any problems requiring capital expenditures or outside services.
- Coordinate and assist outside service work. Contractor shall not agree to any additional related services without the prior written consent of the Town (including approval by e-mail) and Contractor understands and agrees that it is the intent of the Parties that any additional related services are billed directly to the Town to avoid such markup whenever possible.

4.5 Cleanliness.

- Contractor shall be responsible for maintaining the cleanliness and appearance of the interior spaces of all plant facilities in a professional manner.
- Bathrooms shall be cleaned at least twice monthly.
- Contractor shall provide all cleaning supplies and equipment, and shall collect and remove all trash from inside plant facilities.

- The Town shall be responsible for maintaining the cleanliness and appearances of the exterior building and grounds within the plant property boundaries.
- The Town shall also provide and arrange for trash hauling and dumpster service to the plant facility.

#### 4.6 Availability.

- Certified Operator to be available at all times, with a one (1) hour maximum response time to any emergency at the plant or a related operations site.
- Maintenance person to be available at all times, with a one (1) hour maximum response time to any emergency at the plant or a related operations site.

#### 4.7 Repairs.

Repair and/or replace minor item problems that an operator typically would do. For more complex repairs, consult with the Town Administrator to arrange for outside contract work. This will not apply to major replacements or improvements that would typically be capitalized.

#### 4.8 Reporting/Records.

- Contractor shall furnish test results and DMR's required to CDPHE.
- Contractor shall prepare a monthly report and submit to the Town Administrator by the end of the following month. The monthly report shall at a minimum, include the following:
  - A. Records of loads (flow and BOD) for the month with maximum daily values.
  - B. Curves or data showing F:M ratios, loadings, and other data indicated in the O&M manual or designated by the Town Administrator as needed.
  - C. Summary of repair and maintenance activities.
  - D. Itemization of problems experienced.
  - E. Cost data or other information requested by the Town Administrator.
- A detailed daily log shall be maintained at plant site and shall be available for review at all times.

**C. Contractor shall perform all the following listed tasks related to the Town Water Booster Station Operations and Maintenance:**

Contractor shall provide emergency coverage for the operation and maintenance of the booster station. This shall include the following tasks:

1. Check all pumps and related control equipment.
2. Check and record run times of each pump.
3. Check and lubricate pumps to manufacturer's specifications.
4. Operate all valves necessary to facilitate booster station operations.
5. Have personnel available to answer and respond to all emergency situations that may arise at the booster station.
6. Record and monitor flows.

**EXHIBIT B-2024**

Project/Services Name: **Operator in Responsible Charge and routine operational services for the Town Water & Wastewater Facilities**

**A. 2024 COMPENSATION**

<b>A</b>	<b>Water/Wastewater Treatment Operations and Maintenance</b>	<b>INCLUDED IN MONTHLY FEE</b>
<b>B</b>	<b>Water Booster Station Operations and Maintenance</b>	<b>INCLUDED IN MONTHLY FEE</b>

**1. Total Monthly Fee for all Services as set forth in Exhibit A: \$32,924.67**

Without limitation, Total Monthly Fee includes:

- Fee for Services
- Training costs for training and certifying personnel
- Hand tools and individual safety equipment
- Vehicles used in performing the duties of the Contractor

Total Monthly fee does not include:

- Utility costs for operating plants
- Chemicals
- Fee for all equipment except specialized equipment needed on an infrequent basis
- Components for repairs or improvements
- Specialized tools for repairs
- Lab Supplies
- Lab analysis
- Fuel surcharge

**2. In addition to Total Monthly Fees, from time to time, Contractor shall invoice the Town for services not covered in Exhibit A based on the following billing rates:**

Bio Solids Report	\$ 458.00 (paperwork only)
Annual Reports	\$ 458.00 (paperwork only)
Consumer Confidence Reports	\$ 118.00 - \$151.00 depending on report Collection
Equipment Rental	in concordance with provided quote
Mileage	Prevailing Internal Revenue Rate

**Operator Services:**

Administration	\$ 78.00 per hour
Additional Overtime Rate	\$ 140.00 per hour per operator
Management Services/Industrial	\$ 136.00 per hour

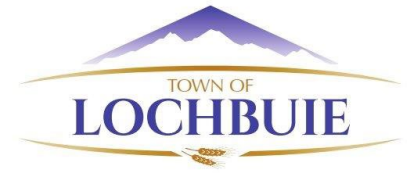
Mechanic & Maintenance Service	\$ 128.00 per hour + mileage
Consulting	\$ 183.00 per hour
Locates	\$ 35.00 - \$193.00 per locate
Grease Traps	\$ 73.00 each
Sewer Tap Inspections	\$ 110.00 each
Tank Inspections	Tank 1= \$365 Tank 2= \$615
Time Sensitive Lab Delivery	\$ 78.00 per hour + mileage
TV Video Inspection	\$ 294.00 per hour + mileage
Vac/Jet Truck Services	\$ 312.00 per hour + mileage
Easement Jet/Vac Services	\$ 451.00 per hour + mileage
Confined Space Entry	\$ 365.00 per hour
Rate per foot	in accordance with provided quote
Emergency Call – Out	\$ 198.00 per hour + mileage + any additional services required.
<b>Equipment Services Division</b>	(In accordance with provided quote.)
Service Tech	\$ 130.00 per hour per service tech + mileage
Emergency Rate	\$ 198.00 per hour per service tech + mileage
Shop Rate	\$ 114.00

**All fees are estimated prior to services being performed. Some rates may change contingent on quoted projects.**

## **B. ANNUAL RENEWAL TERM COMPENSATION**

Subject to all rights set forth herein to not renew or terminate, for each Annual Renewal Term starting in 2022, all compensation amounts set forth in Section A of this Exhibit B shall be increased by an escalator equal to the prior year compensation amount multiplied by the latest Bureau of Labor Statistics published annual 12-Month percent Change Consumer Price Index (“CPI”) for Series Title “All items in West urban, all urban consumers, not seasonally adjusted”, accessible at <https://data.bls.gov/pdq/SurveyOutputServlet>, plus 1%.

Negative CPI shall result in no adjustment.



## Agenda Item Summary

**MEETING DATE:** April 2, 2024  
**SUBJECT:** Resolution 2024-18, approving Amendment #1 for additional Engineering Services for the Water System Master Plan  
**PRESENTED BY:** A.J. Euckert, Town Manager

### **SUMMARY**

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Amendment #1 to the Water System Master Plan for the Town of Lochbuie, CO.

### **BACKGROUND**

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The Board previously approved a Professional Services Agreement with BlueWater Engineering to prepare a Water System Master Plan (WSMP) with Resolution 2023-11 on March 7, 2023. The Plan will provide the Town with the necessary information to plan for the expansion of our Water Treatment Plant (WTP) to handle growth and development.

As the Plan is being finalized, the process identified that the Town's WTP is approaching its firm capacity with consideration of obligated equivalent residential units (EQRs) and the Town's level of service goals. An EQR is the amount of water resources used by a typical single-family residence. This amendment to the scope of services for the WSMP will evaluate available options to increase capacity at the WTP in advance of the planned expansion project.

### **FINANCIAL CONSIDERATIONS**

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The agreement for the WSMP project was approved at an amount not to exceed \$156,490, inclusive of any reimbursable expenses. Amendment #1 is on a time and materials basis for a not to exceed amount of \$49,850.

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

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Staff recommends the following motion,

"I move to approve Resolution 2024-18, Amendment #1 for additional engineering services for the Water System Master Plan."

### **ATTACHMENTS**

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- Resolution 2024-18
- Proposed scope of professional engineering services for Amendment #1 to the Professional Services Agreement for the Town of Lochbuie 2023 Water System Master Plan from BlueWater Engineering

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

**RESOLUTION NO. 2024-18**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF  
LOCHBUIE, COLORADO, APPROVING AMENDMENT #1 TO THE  
PROFESSIONAL SERVICES AGREEMENT WITH BLUEWATER  
ENGINEERING FOR THE WATER SYSTEM MASTER PLAN**

**WHEREAS**, the Town of Lochbuie owns and operates a water utility by and through the relevant enterprise; and

**WHEREAS**, the Town and BlueWater Engineering are parties to a Professional Services Agreement (PSA) approved by Resolution 2023-11 on March 7, 2023.

**WHEREAS**, the Town and BlueWater Engineering now desire to amend the PSA to include the scope of services and schedule contained in Attachment A of Amendment #1 for the Town's Water System Master Plan.

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

Section 1. The Town Board of Trustees (a) incorporates the above recitations as findings of the Board, (b) authorizes the Mayor to execute on behalf of the Town Amendment #1 to the PSA with BlueWater Engineering in substantially the form attached hereto as Attachment A with such minor modifications as may be necessary that do not change the financial obligations of the Town, and with the approval of the Town Attorney.

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

**ADOPTED THIS 2<sup>ND</sup> DAY OF APRIL, 2024.**

**TOWN OF LOCHBUIE, COLORADO**

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

**ATTEST:**

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



**ATTACHMENT A  
AMENDMENT #1 TO PSA**

March 20, 2024

Mr. Chris Larmon  
Public Works Director  
Lochbuie Town Hall  
703 WCR 37  
Lochbuie, CO 80603

**Subject: Amendment #1 - Additional Engineering Services for the Water System Master Plan, Town of Lochbuie, Colorado**

Dear Mr. Larmon:

Please find attached our proposed scope of professional engineering services for Amendment No. 1 to our Professional Engineering Service Agreement for the Town of Lochbuie (the Town) 2023 Water System Master Plan (WSMP, or the Project). Our proposed scope of services and assumptions, along with our engineering budget estimate for initial tasks are outlined herein.

## Project Understanding

The WSMP analysis identified that the Town's water treatment plant (WTP) is approaching its firm rated capacity with consideration of obligated equivalent residential (EQR) units and the Town's level of service goals. During the WSMP evaluation, level of service of goals were identified for (1) providing capacity to meet obligated and planned connections and (2) maintain current potable water quality to meet primary regulatory and secondary aesthetic water quality goals.

This amendment to the scope of services is based on our discussions with the Town and generally consists of the following:

- Develop a recommended supplemental capacity for the Town to continue meeting its level of service goals and to inform the engineering evaluation of near-term options for increasing capacity. Supplemental capacity options are anticipated to range from 0.5 million gallons per day (mgd) to 1.0 mgd.
- Identify alternatives primarily consisting of leased or purchased temporary or temporary-to-permanent reverse osmosis (RO) filter equipment options that can be implemented in the relative near-term of 18-months.
- Conduct initial engineering reviews of existing facilities and utilities to identify likely facility improvements for integrating the supplemental treatment capacity into the Town's existing WTP and infrastructure.

- Prepare rough order-of-magnitude (ROM) costs of the alternatives for the Town’s consideration and a screening matrix of cost and non-cost criteria for comparing alternatives, e.g. schedule, cost, equipment fabrication lead times, etc.
- Present the alternatives evaluation to the Town and assist the Town with screening options to identify a preferred alternative.
- Develop an implementation plan and schedule for the preferred alternative generally consisting of recommendations for design-phase engineering services, procuring RO equipment, determining a construction-phase delivery approach (e.g. conventional bid/build or integrated project delivery), and submitting the design for CDPHE and local agency review and permitting.

These initial tasks are anticipated to establish the recommended design basis for procuring supplemental RO filter unit(s), integrating the unit(s) with the Town’s existing WTP, and a construction delivery approach for meeting the Town’s intended schedule.

## Implementation Plan

Intermediate and final engineering design milestones, the recommended construction implementation plan and local and state regulatory permitting coordination (e.g. Town building department and CDPHE construction approval) are subsequent tasks that will be defined upon the Town’s selection of a preferred option. Anticipated activities will generally consist of:

- Site Engineering Evaluations and Field Investigations
- 30-60-IFC Engineering Design Packages
- RO Filter Procurement
- \*Construction Delivery Procurement (for integrated delivery approaches only)
- CDPHE Design Submittals and Technical Responses
- \*Guaranteed Maximum Price (GMP) [for integrated delivery approaches only]
- Engineering Services During Construction

*\*An integrated project delivery approach using the construction-management-at-risk (CMAR) model is anticipated to provide the Town with a fast-track method to meet the intended schedule, provide early construction coordination and expedite procurement of equipment and materials.*

## Proposed Scope of Services and Schedule

Attachment A is included for your review of our proposed scope of services. This information reflects our current understanding and approach to supporting the Town’s needs. The estimated schedule for completing the evaluation and identifying a preferred alternative is 6 to 8 weeks following authorization by the Town. Attachment B provides our engineering fee estimate for the initial scope of services with the estimated schedule duration.

Should you have any questions or would like to discuss the Scope of Services please contact me at our earliest convenience at (303) 249-7510. We look forward to working with the Town.

Sincerely,



Brian C. Daw, PE, PMP  
Principal  
BlueWater Engineering Ltd.

## ATTACHMENT A – Scope of Services

BlueWater Engineering Ltd. (Engineer) will provide additional professional engineering services to the Town of Lochbuie (the Town) for the Water System Master Plan Project (the Project) consisting of the Scope of Services and tasks outlined below.

### Task Series 600 – Task Initiation and Coordination

1. Conduct an internal task kickoff meeting to organize the task plan, outline responsibilities, identify information required from the Town and prepare action items for the engineering team to execute the tasks.
2. Prepare a task plan using PowerPoint format and submit to the Town for preview, including initial Action Item and Decision Item Logs.
3. Facilitate a task kickoff meeting with the Town to review the task plan, key design assumptions, discuss constraints and identify action items. Conduct meeting in-person at the Town's offices.
  - a. Prepare summary meeting notes and updated Action Item and Decision Logs.
4. Coordinate with the Town by telephone or video conference during up to four (2) biweekly status updates and address identified issues, respond to questions, and exchange information for completing the evaluation and planning activities; and, update Action Item and Decision Logs.
5. Prepare monthly status reports and invoicing for the current period and submit to the Town.

### **Deliverables:**

- Kickoff Meeting PowerPoint Presentation Slides
- Action Item and Decision Logs
- Monthly Status Reports and Invoices

### Task Series 610 – Alternatives Evaluation

1. Conduct desktop evaluations and a site visit to review existing site conditions and primary utility service, collect additional site and facility information and identify site limits and constraints to be considered during the evaluation.
  - a. Establish the recommended design capacity for the supplemental RO system using data provided by the Town for the WSMP. Capacity is anticipated to range from 0.5 mgd to 1.0 mgd.
2. Evaluate RO filter options consisting of lease or purchase of container systems, temporary systems or temporary-to-permanent systems.

- a. Review water quality treatment goals and criteria with Town and aggregate design water quality data for sharing with RO manufacturers.
  - b. Contact RO manufacturers to review equipment lease and purchase options, estimate design criteria (e.g. membrane selection, number of modules and stages, estimated recovery, permeate flow rate, blending rate, brine discharge rate, anti-scalant use), equipment dimensions and layouts, electrical requirements and fabrication lead times.
  - c. Prepare figures illustrating the overall treatment process flow diagram, RO filter options, flow control and water quality monitoring, process instrument and control requirements, and general layouts identifying space requirements. Figures developed for the WSMP will be used where available, e.g. existing WTP site plan.
  - d. Prepare summary tables of recommended design criteria for integrating the supplemental RO filter unit(s) with the existing WTP, e.g. preliminary equipment list, flow and process design criteria, estimated electrical service needs and major equipment loads, and ancillary equipment requirements.
  - e. Prepare ASCE Class 5 order of magnitude cost estimate for comparing alternatives.
  - f. Prepare evaluation and screening matrix for identifying a preferred option based on cost and non-cost factors.
  - g. Assist the Town with reviewing and screening options against cost and non-cost criteria and selecting a preferred option.
3. Prepare an Implementation Plan identifying milestones for procuring RO filter equipment, selecting preferred construction approach using conventional or integrated delivery options (e.g. DBB, CMAR, Progressive Design-Build, Design/Build), completing design phase services to progress the design for construction, and anticipated permitting requirements.
    - a. Submit draft Implementation Plan to Town for review and facilitate virtual meeting to review and select procurement approach(es).
    - b. Finalize Implementation Plan outlining activities and responsibilities of engineering team, Town and stakeholders for executing the plan.

Following the Town's selection of the preferred RO equipment, the Engineer will prepare a scope of services for procuring the supplemental RO equipment, onboarding a general contractor based on the Town's preferred construction delivery approach, completing engineering design and providing permitting assistance for the work. Task series are generally outlined below for the anticipated sequence of activities to implement the selected alternative:

## Task Series 620 – Design and Implementation (TBD)

1. Engineering activities are anticipated to include:

- a. Site Engineering and Field Investigations (e.g. survey, geotechnical, subsurface utility engineering assessment)
  - b. RO Filter Procurement specifications and solicitation
  - c. \*Construction Delivery Procurement scope and solicitation
  - d. 30-60-Draft IFC Engineering Design
  - e. \*Guaranteed Maximum Price (GMP) Negotiation
  - f. Final IFC Engineering Design
- \*Depends on selection of preferred construction delivery approach.*

**Deliverables:**

- Design coordination meeting notes, action items and decisions
- RO Procurement Specifications
- Construction Delivery Procurement Solicitation package
- Draft and Final Design Progress Packages

## Task Series 630 – Permitting (TBD)

1. Prepare engineering submittals for submitting to the CDPHE for potable water design and construction approval.
2. Review CDPHE comments and provide technical responses.
3. Coordinate with local authorities having jurisdiction (AHJ) to identify design and permitting requirements, e.g. Town building department, construction grading permit, fire authority review.

**Deliverables:**

- Basis of Design Engineering Report
- CDPHE Drinking Water Design Submittal
- AHJ Design and Permitting Coordination

## Task Series 640 – Construction Phase Services (TBD)

1. Engineering Services During Construction
2. CDPHE Construction Completion Certification

**Deliverables:**

- TBD

## Assumptions

The following assumptions were used to develop the scope of ENGINEER's services:

1. The Town will provide information reasonably necessary for ENGINEER to complete its services.
2. The Town will provide electronic and/or paper copies of current as-constructed records and equipment specifications for the WTP, raw water system, waste (brine) disposal infrastructure and other structures.
3. The Town will provide WTP operational data in electronic format consisting of daily flows, raw and finished water quality, level of service goals, and finished (potable) water quality.
4. The overall implementation schedule may be subject to mechanical and electrical equipment availability that will impact the overall construction and start-up schedule for the preferred option. ENGINEER will review potential impacts with the Town.
5. The Kickoff Meeting will be attended by up to two (2) members of the ENGINEER's team consisting of the project principal and process lead with electrical/instrumentation/controls (EIC) lead attending virtually.
6. Biweekly progress meetings with the Town will be by videoconference.
7. Additional meetings beyond those noted in the scope will be billed at ENGINEER's hourly rates as an additional service.
8. The Town will provide review comments and questions within seven (7) business days of receipt of ENGINEER deliverables.

### Exclusions

The following exclusions to this scope of services are identified as potential additional services pending the Town's decision of a preferred alternative:

- 1) Site, feature and elevation surveys.
- 2) Geotechnical subsurface investigation.
- 3) Subsurface utility engineering assessment.
- 4) Design progress packages.
- 5) Permit submittals and coordination with AHJ.
- 6) Engineering services during construction.
- 7) Construction materials testing during construction.

**END**



## **ATTACHMENT B – Schedule of Performance and Fee Estimate**

Engineer will provide monthly status briefs to the Town summarizing the Engineer’s activities and actual versus scheduled progress on the authorized Scope of Services and budget for the task.

### **Schedule for Engineering Services**

Engineer anticipates completing the evaluation within eight (8) weeks from authorization by the Town, and the Implementation Plan within three (3) weeks of the Town’s selection of the preferred alternative. Milestone and meeting dates will be coordinated with the Town for the duration of the task. The proposed schedule is provided on the following page.

### **Compensation for Engineering Services**

The basis of payment for performing the above Scope of Services is on a time and materials basis for a not-to-exceed amount of \$49,850. The estimated level of effort and budget are outlined in the attached budget worksheet by task. Monthly invoices will be submitted based on the incurred labor costs during the previous period.

# Lochbuie WTP Near-Term Evaluation

Project start: Mon, 4/1/2024

Contractor: TBD

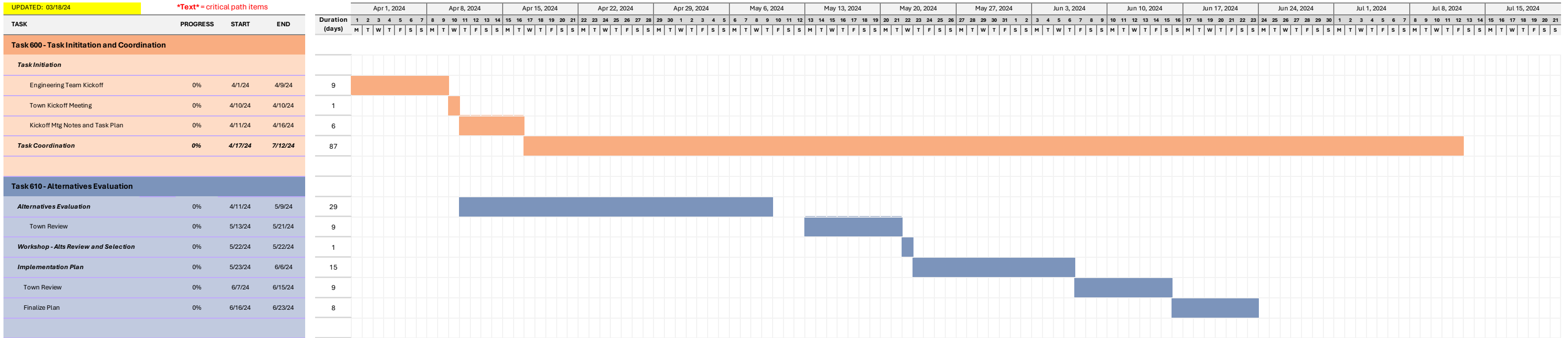
\*Text\* = Work Breakdown Structure

\*Italics\* = major activity

Display week: 1

\*Text\* = critical path items

UPDATED: 03/18/24



Insert new rows ABOVE this one



Town of Lochbuie | water system Master Plan

Amendment #1

04/09/23

Level of Effort and Fee Estimate

LEVEL OF EFFORT (hours)

Task Series/ No.	Description	Rate	LEVEL OF EFFORT (hours)										Total Labor Hours	Total Labor Cost	Other Professionals				Direct Expenses	Travel Expenses	Total Expenses	Total Fee									
			Project Manager	Technical / Process Lead	Staff Engineer	Staff Engineer	QA/QC	Site Civil / Structural Engineer	EIC Engineer	CADD - Process	Project Admin	Geotechnical Engineering			Survey	Subsurface Utility	Field Pot-holing														
			Brian Daw	Karla Kinser	Mitchell Weldon	Olivia Treanor / Ty Vertovec	Bob Frachetti	Darin Hawkes	Ryan Pack	Keith Rindt	Ernestine Trujillo																				
600	Task Initiation/Coordination		24	24		2			2				6	58	\$11,260					\$230		\$230	\$11,490								
			\$4,800	\$5,040		\$350			\$470			\$600																			
600	Engineering Team Kickoff		4	4		2			2				12	\$2,460						\$50		\$50	\$2,510								
601	Task Kickoff (Town, BWE)		4	12									16	\$3,320						\$70		\$70	\$3,390								
602	Biweekly Mtgs		8	8									16	\$3,280						\$70		\$70	\$3,350								
603	Monthly Reporting (Logs, Invoicing)		6									6	14	\$2,200						\$40		\$40	\$2,240								
610	Alternatives Evaluation		16	65	10	32	6	8	12	24			193	\$37,600						\$760		\$760	\$38,360								
			\$3,200	\$13,650	\$1,940	\$9,610	\$1,420	\$1,890	\$2,840	\$3,650																					
610	Alternatives Evaluation		4	45	10	40	4	8	8	16			135	\$26,280						\$530		\$530	\$26,810								
611	Workshop - Alts Review and Selection		4	12		8			2	8			34	\$6,400						\$130		\$130	\$6,530								
612	Implementation Plan (Schedule, Technical, Const		8	8		4	2		2				24	\$4,920						\$100		\$100	\$5,020								
620	Design and Implementation (TBD)																														
620	Site Engineering (Utilities, Survey, Geotech, SUE)																														
621	*Construction Delivery Procurement (CMAR, Design-RO Selection and Procurement																														
622																															
623	30% Design																														
624	60% Design																														
625	Draft IFC																														
626	Final IFC																														
630	Permitting (TBD)																														
630	CDPHE Pre-Submittal Meeting																														
631	CDPHE Basis of Design Submittal																														
632	AHJ Coordination (Town, County, CDPHE, Fire)																														
640	Construction Services (TBD)																														
640	Construction Phase Coordination																														
641	Construction Records Submittals, RFI, FO, WCD, CO																														
642	Construction Observation																														
643	Start-Up and Commissioning																														
644	Construction Closeout																														
<b>Project Fee Summary</b>			<b>Total Hours</b>										251	\$48,860					\$990		\$990	\$49,850									
			40	89	10	54	6	8	14	24	6	<b>Total Budget</b>																			
			\$8,000	\$18,690	\$1,940	\$9,360	\$1,420	\$1,890	\$3,310	\$3,650	\$600																				