



**703 Weld County Road 37
BOARD OF TRUSTEES
REGULAR MEETING
May 7, 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. PUBLIC COMMENT

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

6. CONSENT AGENDA

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

a. Payment Approval Report April 11, 2024 – April 24, 2024 (\$202,107.61)

p. 3-10

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.

- b. Payment Approval Report April 25, 2024 – May 1, 2024 (\$408,390.93) p. 11-16
- c. April 16, 2024 Minutes p. 17-20
- d. Resolution 2024-24 Expressing The Intent Of The Town To Be Reimbursed For Certain Expenses Relating To The Construction Of Water And Wastewater Utility Improvements p. 21-25

7. ACTION ITEMS

- a. Public Hearing on whether South Weld Annexation No. 2 as more particularly described in Resolution No. 2024-06, approved January 12, 2024, meets applicable requirements of Section 30 of Article II of the Colorado Constitution and C.R.S. § 31-12-104 and C.R.S. § 31-12-105, and is eligible for annexation to the Town of Lochbuie. **This public hearing to be opened and continued to May 21, 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 May 21, 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. Resolution 2024-25 Approving A Lease Agreement With North Forest Office Space – Denver, LLC For Professional Office Space p. 26-35

8. STAFF AND ATTORNEY UPDATES

9. MAYOR AND TRUSTEE COMMENTS

10. EXECUTIVE SESSION

- a. Executive session pursuant to CRS 24-6-402(4) (b) with special counsel for legal advice on litigation concerning library.

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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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
4 RIVERS EQUIPMENT						
4 RIVERS EQUIPMENT	1555320	Mower R&M	11/27/2023	2,193.02	.00	
Total 4 RIVERS EQUIPMENT:				2,193.02	.00	
ADAMS COUNTY						
ADAMS COUNTY	1070704	4th Qtr 2023 Animal Shelter	04/04/2024	752.25	.00	
ADAMS COUNTY	1070704	1ST Qtr 24 Animal Shelter	04/04/2024	752.25	.00	
ADAMS COUNTY	1070704	2ND Qtr 24 Animal Shelter	04/04/2024	752.25	.00	
Total ADAMS COUNTY:				2,256.75	.00	
ADAMSON POLICE PRODUCTS						
ADAMSON POLICE PRODUCTS	INV412491	Uniform - PD - Odneal	04/03/2024	84.60	.00	
Total ADAMSON POLICE PRODUCTS:				84.60	.00	
ALL COPY PRODUCTS INC						
ALL COPY PRODUCTS INC	AR4321110	PD TONER	03/27/2024	127.21	.00	
Total ALL COPY PRODUCTS INC:				127.21	.00	
AMAZON CAPITAL SERVICES						
AMAZON CAPITAL SERVICES	16GX-MHG1-L3	PW Supplies	04/17/2024	39.98	.00	
AMAZON CAPITAL SERVICES	16GX-MHG1-L3	PW Supplies	04/17/2024	43.71	.00	
AMAZON CAPITAL SERVICES	16GX-MHG1-L3	Supplies	04/17/2024	43.71	.00	
AMAZON CAPITAL SERVICES	16YN-W4JN-PX	Supplies - CD	04/22/2024	11.69	.00	
AMAZON CAPITAL SERVICES	19H6-RF9T-H9	PW Supplies	04/16/2024	27.85	.00	
AMAZON CAPITAL SERVICES	1K13-KGMJ-93	Stamp	04/23/2024	4.66	.00	
AMAZON CAPITAL SERVICES	1K13-KGMJ-93	Stamp	04/23/2024	4.66	.00	
AMAZON CAPITAL SERVICES	1K13-KGMJ-93	Stamp	04/23/2024	4.66	.00	
AMAZON CAPITAL SERVICES	1RV9-W7Q6-D	Supplies	04/11/2024	43.37	.00	
AMAZON CAPITAL SERVICES	1RV9-W7Q6-D	Supplies	04/11/2024	43.38	.00	
Total AMAZON CAPITAL SERVICES:				267.67	.00	
AMERICAN CONSERVATION & BILLING SOLUTION						
AMERICAN CONSERVATION &	16595	5/24-AquaHawk Customer Portal	04/01/2024	530.00	.00	
Total AMERICAN CONSERVATION & BILLING SOLUTION:				530.00	.00	
AQUA ENGINEERING						
AQUA ENGINEERING	27491	3/24-WWMP Consultant	04/19/2024	45,019.00	.00	
Total AQUA ENGINEERING:				45,019.00	.00	
ARIES CHEMICAL INC						
ARIES CHEMICAL INC	108490	WWTP CHEMICALS	04/12/2024	4,298.00	.00	
Total ARIES CHEMICAL INC:				4,298.00	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
BRITE						
BRITE	INV33477	MDT New PD Vehicle	04/24/2024	6,044.00	.00	
BRITE	INV33477	MDT Replacement	04/24/2024	6,044.00	.00	
Total BRITE:				12,088.00	.00	
CENTURY LINK						
CENTURY LINK	333457832-413	4/24-303-637-2474-Water Plant	04/13/2024	174.21	.00	
Total CENTURY LINK:				174.21	.00	
CINTAS						
CINTAS	4183806591	2/24-Town Hall Mats/Towels	02/19/2024	27.58	.00	
CINTAS	4183806591	2/24-Town Hall Mats/Towels	02/19/2024	27.59	.00	
CINTAS	4186661538	3/24-Town Hall Mats/Towels	03/18/2024	27.58	.00	
CINTAS	4186661538	3/24-Town Hall Mats/Towels	03/18/2024	27.59	.00	
CINTAS	4189537849	4/24-Town Hall Mats/Towels	04/15/2024	27.03	.00	
CINTAS	4189537849	4/24-Town Hall Mats/Towels	04/15/2024	27.04	.00	
CINTAS	4190260108	4/24-Town Hall Mats/Towels	04/22/2024	27.04	.00	
CINTAS	4190260108	4/24-Town Hall Mats/Towels	04/22/2024	27.03	.00	
Total CINTAS:				218.48	.00	
CIRSA						
CIRSA	241023	Addition of 2013 Grader	04/15/2024	91.02	.00	
CIRSA	241023	Addition of 2024 John Deere 410P	04/15/2024	258.99	.00	
CIRSA	241099	PD Claim - PC6021126-1 - Deductible	04/16/2024	7,275.50	.00	
Total CIRSA:				7,625.51	.00	
COLORADO ANALYTICAL LAB						
COLORADO ANALYTICAL LAB	240402045	WASTEWATER TESTING	04/10/2024	765.01	.00	
COLORADO ANALYTICAL LAB	240402077	WATER-DRINKING	04/10/2024	345.00	.00	
COLORADO ANALYTICAL LAB	240402088	WATER-DRINKING	04/10/2024	136.80	.00	
COLORADO ANALYTICAL LAB	240410074	WASTEWATER TESTING	04/16/2024	95.40	.00	
COLORADO ANALYTICAL LAB	240410108	WASTEWATER TESTING	04/11/2024	24.30	.00	
COLORADO ANALYTICAL LAB	240415028	WATER-DRINKING	04/16/2024	82.80	.00	
COLORADO ANALYTICAL LAB	240416076	WWTP - Lab Fees	04/22/2024	95.40	.00	
Total COLORADO ANALYTICAL LAB:				1,544.71	.00	
COLORADO ASSOCIATION OF CHIEFS OF POLICE						
COLORADO ASSOCIATION OF	4755	2024 Dues	04/10/2024	430.00	.00	
Total COLORADO ASSOCIATION OF CHIEFS OF POLICE:				430.00	.00	
COLORADO COMMUNITY MEDIA						
COLORADO COMMUNITY MEDI	109824	4/24-Legal Notices-Ord BSB3095	04/12/2024	31.28	.00	
Total COLORADO COMMUNITY MEDIA:				31.28	.00	
Comcast						
Comcast	0288526-4/24	4/24-Internet	04/04/2024	25.04	.00	
Comcast	0288526-4/24	4/24-Internet	04/04/2024	25.04	.00	
Comcast	0288526-4/24	4/24-Internet	04/04/2024	25.04	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total Comcast:				75.12	.00	
CONSOR ENGINEERS LLC						
CONSOR ENGINEERS LLC	P170264CO.00-	3/24 - SP PA4	04/17/2024	496.92	.00	
CONSOR ENGINEERS LLC	P170264CO.00-	3/24 - FRUITION	04/17/2024	715.00	.00	
CONSOR ENGINEERS LLC	P170264CO.00-	3/24 - Starbucks	04/17/2024	390.00	.00	
CONSOR ENGINEERS LLC	P170264CO.00-	3/24 - SP #3	04/17/2024	455.00	.00	
CONSOR ENGINEERS LLC	P170264CO.00-	3/24 - Scotts	04/17/2024	162.50	.00	
CONSOR ENGINEERS LLC	P170264CO.00-	3/24 - Shared Access	04/17/2024	195.00	.00	
CONSOR ENGINEERS LLC	P170264CO.00-	3/24 - Highlands	04/17/2024	520.00	.00	
CONSOR ENGINEERS LLC	P170264CO.00-	3/24 - Project management	04/17/2024	97.50	.00	
CONSOR ENGINEERS LLC	P170264CO.00-	3/24 - smaller tasks	04/17/2024	90.00	.00	
CONSOR ENGINEERS LLC	P170264CO.00-	3/24 - DRT	04/17/2024	130.00	.00	
CONSOR ENGINEERS LLC	P170264CO.00-	3/24 - Blue Lakes filling #2	04/17/2024	162.50	.00	
Total CONSOR ENGINEERS LLC:				3,414.42	.00	
CULLIGAN WATER COND						
CULLIGAN WATER COND	MAY 2024	5/24 - PW Water Equipment Rental	04/22/2024	20.47	.00	
CULLIGAN WATER COND	MAY 2024	5/24 - PW Water Equipment Rental	04/22/2024	20.48	.00	
CULLIGAN WATER COND	MAY 2024	Drinking Water Equip-5/1-6/30/24	04/22/2024	14.67	.00	
CULLIGAN WATER COND	MAY 2024	Drinking Water Equip-5/1-6/30/24	04/22/2024	14.67	.00	
CULLIGAN WATER COND	MAY 2024	Drinking Water Equip-5/1-6/30/24	04/22/2024	14.66	.00	
Total CULLIGAN WATER COND:				84.95	.00	
CUSHING TERRELL						
CUSHING TERRELL	184330	2023 Comprehensive Plan Update - 3/24	03/31/2024	5,335.28	.00	
CUSHING TERRELL	184330	2023 Comprehensive Plan Update - 3/24	03/31/2024	2,667.64	.00	
CUSHING TERRELL	184330	2023 Comprehensive Plan Update - 3/24	03/31/2024	2,667.64	.00	
Total CUSHING TERRELL:				10,670.56	.00	
DELTA DENTAL OF COLORADO						
DELTA DENTAL OF COLORADO	1542663	5/24 - Dental Insurance	04/09/2024	27.80	.00	
DELTA DENTAL OF COLORADO	1542663	5/24 - Dental Insurance	04/09/2024	52.12	.00	
DELTA DENTAL OF COLORADO	1542663	5/24 - Dental Insurance	04/09/2024	110.56	.00	
DELTA DENTAL OF COLORADO	1542663	5/24 - Dental Insurance	04/09/2024	754.10	.00	
DELTA DENTAL OF COLORADO	1542663	5/24 - Dental Insurance	04/09/2024	122.94	.00	
DELTA DENTAL OF COLORADO	1542663	5/24 - Dental Insurance	04/09/2024	73.76	.00	
DELTA DENTAL OF COLORADO	1542663	5/24 - Dental Insurance	04/09/2024	73.75	.00	
DELTA DENTAL OF COLORADO	1542663	5/24 - Dental Insurance	04/09/2024	179.16	.00	
DELTA DENTAL OF COLORADO	1542663	5/24 - Dental Insurance	04/09/2024	73.75	.00	
DELTA DENTAL OF COLORADO	1542663	5/24 - Dental Insurance	04/09/2024	125.26	.00	
DELTA DENTAL OF COLORADO	1542663	5/24 - Dental Insurance	04/09/2024	24.59	.00	
Total DELTA DENTAL OF COLORADO:				1,617.79	.00	
DENALI WATER SOLUTIONS LLC						
DENALI WATER SOLUTIONS LL	INV766766	3/18-3/22-Sludge Hauling	03/28/2024	3,327.25	.00	
DENALI WATER SOLUTIONS LL	INV777586	4/1-4/5-Sludge Hauling	04/11/2024	3,634.17	.00	
DENALI WATER SOLUTIONS LL	INV784678	4/8-4/11-Sludge Hauling	04/18/2024	3,151.63	.00	
Total DENALI WATER SOLUTIONS LLC:				10,113.05	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
DENISE RADEMACHER						
DENISE RADEMACHER	ADMIN PROF D	Administrative Prof Day	04/24/2024	8.75	.00	
DENISE RADEMACHER	ADMIN PROF D	Administrave Prof Day	04/24/2024	8.75	.00	
DENISE RADEMACHER	ADMIN PROF D	Administrative Prof Day	04/24/2024	8.76	.00	
Total DENISE RADEMACHER:				26.26	.00	
ERB ELEMENT						
ERB ELEMENT	18	5/24-Marketing Services	04/22/2024	666.67	.00	
ERB ELEMENT	18	5/24-Marketing Services	04/22/2024	666.67	.00	
ERB ELEMENT	18	5/24-Marketing Services	04/22/2024	666.66	.00	
Total ERB ELEMENT:				2,000.00	.00	
FLOCK GROUP INC						
FLOCK GROUP INC	INV-38083	CAMERAS - PD	04/05/2024	17,250.00	.00	
Total FLOCK GROUP INC:				17,250.00	.00	
GALLOWAY & COMPANY INC						
GALLOWAY & COMPANY INC	134452	3/24 RoW- ANNEX	04/12/2024	3,906.25	.00	
GALLOWAY & COMPANY INC	134452	3/24 RoW- ANNEX	04/12/2024	3,906.25	.00	
GALLOWAY & COMPANY INC	134452	3/24 RoW- ANNEX	04/12/2024	3,906.25	.00	
Total GALLOWAY & COMPANY INC:				11,718.75	.00	
GRAINGER						
GRAINGER	9066106643	WW - Supplies	03/26/2024	750.25	.00	
Total GRAINGER:				750.25	.00	
HOME DEPOT CREDIT SERVICES						
HOME DEPOT CREDIT SERVIC	2465-41224	3/24-WWTP Supplies	04/12/2024	38.98	.00	
HOME DEPOT CREDIT SERVIC	2465-41224	3/24-WWTP Supplies	04/12/2024	51.10	.00	
HOME DEPOT CREDIT SERVIC	2465-41224	4/24-WWTP Supplies	04/12/2024	98.00	.00	
HOME DEPOT CREDIT SERVIC	2465-41224	4/24-WWTP Supplies	04/12/2024	97.86	.00	
HOME DEPOT CREDIT SERVIC	2465-41224	4/24-WWTP Supplies	04/12/2024	55.12	.00	
HOME DEPOT CREDIT SERVIC	2465-41224	4/24-WWTP Supplies	04/12/2024	74.58	.00	
HOME DEPOT CREDIT SERVIC	2465-41224	4/24-WWTP Supplies	04/12/2024	174.00	.00	
Total HOME DEPOT CREDIT SERVICES:				589.64	.00	
JVA INC						
JVA INC	15593	3/24 - Elevated Water Storage Tank Design	03/31/2024	1,274.75	.00	
Total JVA INC:				1,274.75	.00	
KAISER PERMANENTE						
KAISER PERMANENTE	0029170157	5/24 - Health Insurance	04/10/2024	387.34	.00	
KAISER PERMANENTE	0029170157	5/24 - Health Insurance	04/10/2024	486.62	.00	
KAISER PERMANENTE	0029170157	5/24 - Health Insurance	04/10/2024	1,427.45	.00	
KAISER PERMANENTE	0029170157	5/24 - Health Insurance	04/10/2024	6,483.59	.00	
KAISER PERMANENTE	0029170157	5/24 - Health Insurance	04/10/2024	1,433.57	.00	
KAISER PERMANENTE	0029170157	5/24 - Health Insurance	04/10/2024	428.66	.00	
KAISER PERMANENTE	0029170157	5/24 - Health Insurance	04/10/2024	428.67	.00	
KAISER PERMANENTE	0029170157	5/24 - Health Insurance	04/10/2024	2,199.00	.00	
KAISER PERMANENTE	0029170157	5/24 - Health Insurance	04/10/2024	428.66	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
KAISER PERMANENTE	0029170157	5/24 - Health Insurance	04/10/2024	1,534.02	.00	
KAISER PERMANENTE	0029170157	5/24 - Health Insurance	04/10/2024	142.89	.00	
Total KAISER PERMANENTE:				15,380.47	.00	
KONICA MINOLTA PREMIER FINANCE						
KONICA MINOLTA PREMIER FIN	526599790	5/24 Copier Lease	04/08/2024	43.96	.00	
KONICA MINOLTA PREMIER FIN	526599790	5/24 Copier Lease	04/08/2024	43.96	.00	
KONICA MINOLTA PREMIER FIN	526599790	5/24 Copier Lease	04/08/2024	43.97	.00	
Total KONICA MINOLTA PREMIER FINANCE:				131.89	.00	
LIFE STORIES						
LIFE STORIES	11-849	1st Qtr Billing 2024	04/18/2024	156.00	.00	
Total LIFE STORIES:				156.00	.00	
LONG BUILDING TECHNOLOGIES INC						
LONG BUILDING TECHNOLOGI	SCPAY0068959	4/24-HVAC Monthly Fee	04/10/2024	102.66	.00	
LONG BUILDING TECHNOLOGI	SCPAY0068959	4/24-HVAC Monthly Fee	04/10/2024	102.67	.00	
LONG BUILDING TECHNOLOGI	SCPAY0068959	4/24-HVAC Monthly Fee	04/10/2024	102.67	.00	
Total LONG BUILDING TECHNOLOGIES INC:				308.00	.00	
LOUIS A. GRESH						
LOUIS A. GRESH	0424 JUDGE	4/24 Judicial Services	04/23/2024	600.00	.00	
Total LOUIS A. GRESH:				600.00	.00	
LOWE'S						
LOWE'S	6580536-4224	Street Supplies	04/02/2024	26.55	.00	
LOWE'S	6580536-4224	Street Supplies	04/02/2024	26.55	.00	
LOWE'S	6580536-4224	Park R&M	04/02/2024	20.88	.00	
LOWE'S	6580536-4224	Park Supplies	04/02/2024	52.23	.00	
LOWE'S	6580536-4224	Park Supplies	04/02/2024	44.44	.00	
LOWE'S	6580536-4224	Park Supplies	04/02/2024	189.84	.00	
Total LOWE'S:				360.49	.00	
MARTIN/MARTIN CONSULTING ENGINEERS						
MARTIN/MARTIN CONSULTING	19.0580-00350	3/24 - Greenway Trail	04/12/2024	1,782.45	.00	
Total MARTIN/MARTIN CONSULTING ENGINEERS:				1,782.45	.00	
MEDICAL AIR SERVICES ASSOCIATION						
MEDICAL AIR SERVICES ASSO	1806246	4/24 - Medical Transport Insurance	04/10/2024	2.10	.00	
MEDICAL AIR SERVICES ASSO	1806246	4/24 - Medical Transport Insurance	04/10/2024	7.70	.00	
MEDICAL AIR SERVICES ASSO	1806246	4/24 - Medical Transport Insurance	04/10/2024	15.40	.00	
MEDICAL AIR SERVICES ASSO	1806246	4/24 - Medical Transport Insurance	04/10/2024	130.90	.00	
MEDICAL AIR SERVICES ASSO	1806246	4/24 - Medical Transport Insurance	04/10/2024	14.00	.00	
MEDICAL AIR SERVICES ASSO	1806246	4/24 - Medical Transport Insurance	04/10/2024	21.00	.00	
MEDICAL AIR SERVICES ASSO	1806246	4/24 - Medical Transport Insurance	04/10/2024	21.00	.00	
MEDICAL AIR SERVICES ASSO	1806246	4/24 - Medical Transport Insurance	04/10/2024	23.10	.00	
MEDICAL AIR SERVICES ASSO	1806246	4/24 - Medical Transport Insurance	04/10/2024	21.00	.00	
MEDICAL AIR SERVICES ASSO	1806246	4/24 - Medical Transport Insurance	04/10/2024	16.80	.00	
MEDICAL AIR SERVICES ASSO	1806246	4/24 - Medical Transport Insurance	04/10/2024	7.00	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total MEDICAL AIR SERVICES ASSOCIATION:				280.00	.00	
MOUNTAIN STATES PIPE & SUPPLY						
MOUNTAIN STATES PIPE & SUP	INV29201	Water Meters / Supplies	04/17/2024	10,034.00	.00	
Total MOUNTAIN STATES PIPE & SUPPLY:				10,034.00	.00	
NAPA AUTO PARTS						
NAPA AUTO PARTS	3527-481401	ANTIFREEZE	04/02/2024	59.94	.00	
Total NAPA AUTO PARTS:				59.94	.00	
PAULA HERNANDEZ						
PAULA HERNANDEZ	CASELLE - 3/6	CASELLE TRAINING - car rental	03/07/2024	215.88	.00	
Total PAULA HERNANDEZ:				215.88	.00	
PINNACOL ASSURANCE						
PINNACOL ASSURANCE	052024	5/24 - Work Comp	04/22/2024	9.96	.00	
PINNACOL ASSURANCE	052024	5/24 - Work Comp	04/22/2024	9.68	.00	
PINNACOL ASSURANCE	052024	5/24 - Work Comp	04/22/2024	28.57	.00	
PINNACOL ASSURANCE	052024	5/24 - Work Comp	04/22/2024	2,673.92	.00	
PINNACOL ASSURANCE	052024	5/24 - Work Comp	04/22/2024	87.50	.00	
PINNACOL ASSURANCE	052024	5/24 - Work Comp	04/22/2024	257.95	.00	
PINNACOL ASSURANCE	052024	5/24 - Work Comp	04/22/2024	222.93	.00	
PINNACOL ASSURANCE	052024	5/24 - Work Comp	04/22/2024	298.29	.00	
PINNACOL ASSURANCE	052024	5/24 - Work Comp	04/22/2024	63.87	.00	
PINNACOL ASSURANCE	052024	5/24 - Work Comp	04/22/2024	82.57	.00	
PINNACOL ASSURANCE	052024	5/24 - Work Comp	04/22/2024	54.76	.00	
Total PINNACOL ASSURANCE:				3,790.00	.00	
PVS DX, Inc.						
PVS DX, Inc.	737001082-24	Chemicals	04/05/2024	4,395.29	.00	
Total PVS DX, Inc.:				4,395.29	.00	
RAMEY ENVIRONMENTAL COMPLIANCE						
RAMEY ENVIRONMENTAL COM	27407	3/24 Wastewater Services r&m	04/05/2024	2,071.53	.00	
RAMEY ENVIRONMENTAL COM	27421	3/24 Wastewater Services	04/09/2024	183.00	.00	
RAMEY ENVIRONMENTAL COM	27421	3/24 Water Services	04/09/2024	183.00	.00	
RAMEY ENVIRONMENTAL COM	27421	3/24 Wastewater Supplies - fuel	04/09/2024	82.22	.00	
RAMEY ENVIRONMENTAL COM	27421	3/24 Wastewater Services - SEWER BRD	04/09/2024	183.00	.00	
RAMEY ENVIRONMENTAL COM	27427	3/24 Wastewater Services r&m	04/10/2024	1,109.80	.00	
RAMEY ENVIRONMENTAL COM	27526	RO Pump - Aurora 413 - Pump only	04/23/2024	16,580.27	.00	
Total RAMEY ENVIRONMENTAL COMPLIANCE:				20,392.82	.00	
SAFETY AND CONSTRUCTION SUPPLY						
SAFETY AND CONSTRUCTION	13731-IN	PW- streets	04/10/2024	64.33	.00	
Total SAFETY AND CONSTRUCTION SUPPLY:				64.33	.00	
SAM'S CLUB						
SAM'S CLUB	10161797283	4/24 - Supplies	04/12/2024	31.68	.00	
SAM'S CLUB	10161797283	4/24 - Supplies	04/12/2024	31.68	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
SAM'S CLUB	10161797283	4/24 - Supplies	04/12/2024	31.68	.00	
SAM'S CLUB	10161797283	4/24 - Supplies	04/12/2024	31.68	.00	
SAM'S CLUB	10161797283	4/24 - Supplies	04/12/2024	31.69	.00	
Total SAM'S CLUB:				158.41	.00	
STAPLES ADVANTAGE						
STAPLES ADVANTAGE	7000213271	3/24 Supplies	03/26/2024	106.25	.00	
Total STAPLES ADVANTAGE:				106.25	.00	
THE TRAINER'S EDGE LTD						
THE TRAINER'S EDGE LTD	2024-6-WC	PD Training - Hoffman	05/07/2024	375.00	.00	
Total THE TRAINER'S EDGE LTD:				375.00	.00	
TOWN OF CASTLE ROCK						
TOWN OF CASTLE ROCK	TOL2024-01	1st Qtr Raw Water Service & Delivery	04/15/2024	156.04	.00	
Total TOWN OF CASTLE ROCK:				156.04	.00	
TOWN OF KEENESBURG						
TOWN OF KEENESBURG	04152024	COLLEGE FOR KIDS REIMBURSEMENT - 202	04/15/2024	875.00	.00	
Total TOWN OF KEENESBURG:				875.00	.00	
UMB BANK NA						
UMB BANK NA	974224	2024 PAYING AGENT FEE LB18	04/12/2024	400.00	.00	
Total UMB BANK NA:				400.00	.00	
UNITED POWER						
UNITED POWER	1499601-41124	3/24 GREENBELT	04/11/2024	50.00	.00	
Total UNITED POWER:				50.00	.00	
USA BLUE BOOK						
USA BLUE BOOK	INV00319643	4/24 Water Lab Supplies	03/28/2024	305.40	.00	
USA BLUE BOOK	INV00319643	4/24- WW Lab Supplies	03/28/2024	661.53	.00	
USA BLUE BOOK	INV00330961	WW Lab Supplies	04/10/2024	960.48	.00	
Total USA BLUE BOOK:				1,927.41	.00	
VECTOR DISEASE CONTROL INTERNATIONAL LLC						
VECTOR DISEASE CONTROL IN	PI=A00014017	2024 Mosquito Control - 1 of 6	04/01/2024	3,633.96	.00	
Total VECTOR DISEASE CONTROL INTERNATIONAL LLC:				3,633.96	.00	
Grand Totals:				202,107.61	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
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Dated: _____

Mayor: _____

Town Trustees: _____

Town Clerk: _____

Town Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Report Criteria:

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

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
120 WATER AUDIT INC.						
120 WATER AUDIT INC.	5190	2024 PUBLIC WATER SYSTEM SUBSCRIPTIO	04/19/2024	3,845.00	.00	
Total 120 WATER AUDIT INC.:				3,845.00	.00	
4 RIVERS EQUIPMENT						
4 RIVERS EQUIPMENT	1612204	Parts	04/17/2024	95.04	.00	
Total 4 RIVERS EQUIPMENT:				95.04	.00	
78 MEADOW LLC						
78 MEADOW LLC	UTILITY REFU	UTILITY REFUND	05/01/2024	79.63	.00	
Total 78 MEADOW LLC:				79.63	.00	
AMAZON CAPITAL SERVICES						
AMAZON CAPITAL SERVICES	1F6W-3JMC-FK	PW Supplies - UNIFORMS LARMON	04/28/2024	140.24	.00	
AMAZON CAPITAL SERVICES	1F6W-3JMC-FK	PW Supplies - UNIFORMS LARMON	04/28/2024	140.24	.00	
AMAZON CAPITAL SERVICES	1RMY-PYV1-J	PW Supplies	05/01/2024	6.89	.00	
Total AMAZON CAPITAL SERVICES:				287.37	.00	
AMERICAN HERITAGE LIFE INS						
AMERICAN HERITAGE LIFE INS	12400-424	4/24 - Accident Insurance	04/23/2024	3.41	.00	
AMERICAN HERITAGE LIFE INS	12400-424	4/24 - Accident Insurance	04/23/2024	36.33	.00	
AMERICAN HERITAGE LIFE INS	12400-424	4/24 - Accident Insurance	04/23/2024	21.79	.00	
AMERICAN HERITAGE LIFE INS	12400-424	4/24 - Accident Insurance	04/23/2024	260.91	.00	
AMERICAN HERITAGE LIFE INS	12400-424	4/24 - Accident Insurance	04/23/2024	27.55	.00	
AMERICAN HERITAGE LIFE INS	12400-424	4/24 - Accident Insurance	04/23/2024	16.52	.00	
AMERICAN HERITAGE LIFE INS	12400-424	4/24 - Accident Insurance	04/23/2024	16.52	.00	
AMERICAN HERITAGE LIFE INS	12400-424	4/24 - Accident Insurance	04/23/2024	37.89	.00	
AMERICAN HERITAGE LIFE INS	12400-424	4/24 - Accident Insurance	04/23/2024	16.52	.00	
AMERICAN HERITAGE LIFE INS	12400-424	4/24 - Accident Insurance	04/23/2024	27.06	.00	
AMERICAN HERITAGE LIFE INS	12400-424	4/24 - Accident Insurance	04/23/2024	5.51	.00	
Total AMERICAN HERITAGE LIFE INS:				470.01	.00	
ASPEN VIEW HOMES						
ASPEN VIEW HOMES	4/24 REFUNDS	Refund Overpayment-9.6011.00-273 Sabin WA	05/01/2024	42.26	.00	
ASPEN VIEW HOMES	4/24 REFUNDS	Refund Overpayment-9.6041.00-273 JACOBS	05/01/2024	13.05	.00	
ASPEN VIEW HOMES	4/24 REFUNDS	Refund Overpayment-9.6015.00-264 JACOBS	05/01/2024	60.61	.00	
ASPEN VIEW HOMES	4/24 REFUNDS	Refund Overpayment-9.6064.00-751 GRIFFITH	05/01/2024	10.73	.00	
Total ASPEN VIEW HOMES:				126.65	.00	
AUSMUS LAW FIRM PC						
AUSMUS LAW FIRM PC	8756	5/24-Prosecuting Attorney	05/01/2024	600.00	.00	
Total AUSMUS LAW FIRM PC:				600.00	.00	
BISHOP BROGDEN ASSOCIATES INC						
BISHOP BROGDEN ASSOCIATE	53997	4/24 - South Weld Holdings Annex	04/15/2024	4,681.13	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
BISHOP BROGDEN ASSOCIATE	53998	4/24 - Reimb - Silver Peaks East	04/15/2024	431.75	.00	
BISHOP BROGDEN ASSOCIATE	54064	4/24 - Beebe Draw	04/15/2024	5,591.09	.00	
BISHOP BROGDEN ASSOCIATE	54065	4/24 Water Supply Master Plan	04/15/2024	1,644.00	.00	
BISHOP BROGDEN ASSOCIATE	54066	4/24 General Water Services	04/15/2024	13,735.71	.00	
Total BISHOP BROGDEN ASSOCIATES INC:				26,083.68	.00	
BSN SPORTS LLC						
BSN SPORTS LLC	925540170	PD Uniform-Polo Shirts	04/20/2024	190.00	.00	
Total BSN SPORTS LLC:				190.00	.00	
CENTURY LINK						
CENTURY LINK	333972451-524	5/24-303-659-1343-WW Plant	04/22/2024	147.29	.00	
Total CENTURY LINK:				147.29	.00	
CINTAS						
CINTAS	4190981076	4/24-Town Hall Mats/Towels	04/29/2024	27.03	.00	
CINTAS	4190981076	4/24-Town Hall Mats/Towels	04/29/2024	27.04	.00	
Total CINTAS:				54.07	.00	
COBRAHELP						
COBRAHELP	312370	4/24 Cobra Consultant	04/24/2024	75.00	.00	
Total COBRAHELP:				75.00	.00	
COLLINS COMMUNICATIONS CO						
COLLINS COMMUNICATIONS C	98038R	5/24 Repeater Services	05/01/2024	90.00	.00	
COLLINS COMMUNICATIONS C	98038R	5/24 Repeater Services	05/01/2024	45.00	.00	
COLLINS COMMUNICATIONS C	98038R	5/24 Repeater Services	05/01/2024	45.00	.00	
Total COLLINS COMMUNICATIONS CO:				180.00	.00	
COLO RURAL WATER ASSOCIATION						
COLO RURAL WATER ASSOCIA	2404	2024 WATER ANNUAL MEMBERSHIP DUES	04/24/2024	450.00	.00	
Total COLO RURAL WATER ASSOCIATION:				450.00	.00	
COLORADO ANALYTICAL LAB						
COLORADO ANALYTICAL LAB	240417110	WATER-DRINKING	04/25/2024	150.10	.00	
COLORADO ANALYTICAL LAB	240426025	SLUDGE	04/30/2024	45.00	.00	
Total COLORADO ANALYTICAL LAB:				195.10	.00	
DENALI WATER SOLUTIONS LLC						
DENALI WATER SOLUTIONS LL	INV792220	4/15-4/19-Studge Hauling	04/25/2024	3,315.70	.00	
Total DENALI WATER SOLUTIONS LLC:				3,315.70	.00	
DR HORTON						
DR HORTON	4/2024 LANDS	Landscaping Refunds - 21 houses	04/30/2024	24,150.00	.00	
DR HORTON	4/24 REFUNDS	REFUND UTILITY PAYMENT - 9.6021.00-1955	05/01/2024	47.35	.00	
DR HORTON	4/24 REFUNDS	REFUND UTILITY PAYMENT - 9.6037.00-726	05/01/2024	79.63	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total DR HORTON:				24,276.98	.00	
LYONS GADDIS						
LYONS GADDIS	278	04/24 General Matters	04/30/2024	1,408.00	.00	
LYONS GADDIS	278	04/24 Water Law	04/30/2024	1,804.00	.00	
LYONS GADDIS	278	04/24 FRICO	04/30/2024	320.00	.00	
LYONS GADDIS	278	04/24 BNSF	04/30/2024	2,044.00	.00	
LYONS GADDIS	278	04/24 Reimb- Litigation Deposit	04/30/2024	1,926.50	.00	
LYONS GADDIS	278	04/24 Reimb- SP PA 4	04/30/2024	672.00	.00	
LYONS GADDIS	278	04/24 WWTP	04/30/2024	1,568.00	.00	
LYONS GADDIS	278	04/24 Opp to Brighton	04/30/2024	128.00	.00	
LYONS GADDIS	278	04/24 South Weld Holdings	04/30/2024	4,672.00	.00	
Total LYONS GADDIS:				14,542.50	.00	
MARTIN/MARTIN CONSULTING ENGINEERS						
MARTIN/MARTIN CONSULTING	19.0580-00351	3/24 - General	04/15/2024	3,162.30	.00	
MARTIN/MARTIN CONSULTING	19.0580-00351	3/24 - General	04/15/2024	2,754.81	.00	
MARTIN/MARTIN CONSULTING	19.0580-00351	3/24 - General	04/15/2024	2,379.80	.00	
MARTIN/MARTIN CONSULTING	19.0580-00352	3/24 - SP 3	04/15/2024	480.00	.00	
MARTIN/MARTIN CONSULTING	19.0580-00353	3/24 - Blue Lakes	04/15/2024	4,390.00	.00	
MARTIN/MARTIN CONSULTING	19.0580-00354	3/24 - SP PA 4	04/15/2024	37,280.72	.00	
MARTIN/MARTIN CONSULTING	19.0580-00355	3/24 - CR2	04/15/2024	7,169.99	.00	
MARTIN/MARTIN CONSULTING	19.0580-00356	3/24 - Antonoff	04/15/2024	3,288.75	.00	
MARTIN/MARTIN CONSULTING	19.0580-00357	3/24 - SP #3	04/15/2024	2,127.50	.00	
MARTIN/MARTIN CONSULTING	19.0580-00358	3/24 - Starbucks	04/15/2024	5,328.75	.00	
MARTIN/MARTIN CONSULTING	19.0580-00359	3/24 - Fruition	04/15/2024	1,753.75	.00	
MARTIN/MARTIN CONSULTING	19.0580-00360	3/24 - Scotts	04/15/2024	2,957.50	.00	
MARTIN/MARTIN CONSULTING	19.0580-00361	3/24 - highlands	04/26/2024	6,360.00	.00	
MARTIN/MARTIN CONSULTING	19.0580-00362	3/24 - Star Farms	04/15/2024	1,500.00	.00	
Total MARTIN/MARTIN CONSULTING ENGINEERS:				80,933.87	.00	
MIGUEL IRAOLA						
MIGUEL IRAOLA	042324	4/24-Court Interpreter	04/25/2024	155.00	.00	
Total MIGUEL IRAOLA:				155.00	.00	
OMNISITE						
OMNISITE	94962	2024 Annual Wireless Service- SP Booster	05/01/2024	244.61	.00	
Total OMNISITE:				244.61	.00	
RAMEY ENVIRONMENTAL COMPLIANCE						
RAMEY ENVIRONMENTAL COM	27471	4/24 Wastewater Services	04/22/2024	16,774.50	.00	
RAMEY ENVIRONMENTAL COM	27471	4/24 Wastewater Services r&m	04/22/2024	517.16	.00	
RAMEY ENVIRONMENTAL COM	27471	4/24 Wastewater Supplies - fuel	04/22/2024	34.46	.00	
RAMEY ENVIRONMENTAL COM	27471	4/24 Water Services	04/22/2024	17,107.33	.00	
RAMEY ENVIRONMENTAL COM	27471	4/24 Water Services supplies	04/22/2024	50.23	.00	
Total RAMEY ENVIRONMENTAL COMPLIANCE:				34,483.68	.00	
REPUBLIC SERVICES #535						
REPUBLIC SERVICES #535	535-05982123	4/24-Trash-PW	04/30/2024	36.40	.00	
REPUBLIC SERVICES #535	535-05982123	4/24-Trash-PW	04/30/2024	36.40	.00	
REPUBLIC SERVICES #535	535-05982123	4/24-Trash-WWTP	04/30/2024	67.60	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
REPUBLIC SERVICES #535	535-05982123	4/24-Trash Services	04/30/2024	44,786.04	.00	
Total REPUBLIC SERVICES #535:				44,926.44	.00	
SONYA THORNTON						
SONYA THORNTON	4/24 WELLNES	April wellness prizes	04/24/2024	25.00	.00	
Total SONYA THORNTON:				25.00	.00	
TERRI HOYT						
TERRI HOYT	2024 FEST REF	2024 FALL FESTIVAL REFUND	04/25/2024	25.00	.00	
Total TERRI HOYT:				25.00	.00	
TIMBERLAN						
TIMBERLAN	TLC24-0061	PD SETUPS	05/01/2024	200.00	.00	
TIMBERLAN	t1m24-0059	4/24 - Network Maint.	05/01/2024	188.87	.00	
TIMBERLAN	t1m24-0059	4/24 - Network Maint.	05/01/2024	472.17	.00	
TIMBERLAN	t1m24-0059	4/24 - Network Maint.	05/01/2024	94.44	.00	
TIMBERLAN	t1m24-0059	4/24 - Network Maint.	05/01/2024	94.43	.00	
TIMBERLAN	t1m24-0059	4/24 - Network Maint.	05/01/2024	94.43	.00	
TIMBERLAN	t1m24-0059	4/24 - Network Maint.	05/01/2024	944.33	.00	
TIMBERLAN	t1m24-0059	4/24 - Network Maint.	05/01/2024	944.33	.00	
Total TIMBERLAN:				3,033.00	.00	
TLM CONSTRUCTORS, INC.						
TLM CONSTRUCTORS, INC.	PAY APP 4	Greenway Trail Construction- PA 4	04/25/2024	115,551.64	.00	
Total TLM CONSTRUCTORS, INC.:				115,551.64	.00	
UNITED WATER & SANITATION DIST						
UNITED WATER & SANITATION	LOCHBUIE MA	2/1-2/29/24-Water Storage-United Power-#3 Bo	03/30/2024	1,130.43	.00	
Total UNITED WATER & SANITATION DIST:				1,130.43	.00	
USA BLUE BOOK						
USA BLUE BOOK	INV00335675	4/24- WW Lab Supplies	04/16/2024	562.23	.00	
Total USA BLUE BOOK:				562.23	.00	
UTILITY NOTIFICATION CENTER CO						
UTILITY NOTIFICATION CENTE	224040823	4/24 Line Locates	04/30/2024	76.11	.00	
UTILITY NOTIFICATION CENTE	224040823	4/24 Line Locates	04/30/2024	76.11	.00	
Total UTILITY NOTIFICATION CENTER CO:				152.22	.00	
VECTOR DISEASE CONTROL INTERNATIONAL LLC						
VECTOR DISEASE CONTROL IN	PI-A00014107	2024 Mosquito Control - 2 of 6	05/01/2024	3,633.96	.00	
Total VECTOR DISEASE CONTROL INTERNATIONAL LLC:				3,633.96	.00	
VICTOR MONTES						
VICTOR MONTES	UTILITY REFU	UTILITY REFUND	05/01/2024	101.18	.00	
Total VICTOR MONTES:				101.18	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
WATA - Weld and Third Assoc.						
WATA - Weld and Third Assoc.	4/24 - FEES	4/24 Wata Fees-8 Permits	04/30/2024	13,500.00	.00	
WATA - Weld and Third Assoc.	4/24 - IRRIGATI	4/24 Wata IRRIGATION Fees- 15 Permits	04/30/2024	22,500.00	.00	
Total WATA - Weld and Third Assoc.:				36,000.00	.00	
WELD COUNTY SCHOOL DISTRICT RE-3J						
WELD COUNTY SCHOOL DISTR	4/24 CONTRIB	4/24 - School Contribution - 5 Permits	04/30/2024	5,050.00	.00	
Total WELD COUNTY SCHOOL DISTRICT RE-3J:				5,050.00	.00	
WHITESIDES # 2 INC.						
WHITESIDES # 2 INC.	449244	Clothing Allowance-PW-Mandl	03/26/2024	34.99	.00	
WHITESIDES # 2 INC.	449244	Clothing Allowance-PW-Mandl	03/26/2024	34.99	.00	
Total WHITESIDES # 2 INC.:				69.98	.00	
WM SUB SILP LLC						
WM SUB SILP LLC	SP PA 4 REFU	DOUBLE PAYMENT REFUND	04/30/2024	6,707.09	.00	
Total WM SUB SILP LLC:				6,707.09	.00	
XCEL ENERGY						
XCEL ENERGY	875023971	4/24 Water Plant	04/26/2024	175.12	.00	
XCEL ENERGY	875033763	4/24 PW	04/26/2024	108.91	.00	
XCEL ENERGY	875033763	4/24 PW	04/26/2024	108.91	.00	
XCEL ENERGY	875120357	4/24 Town Hall	04/26/2024	49.66	.00	
XCEL ENERGY	875120357	4/24 Town Hall	04/26/2024	49.66	.00	
XCEL ENERGY	875120357	4/24 Town Hall	04/26/2024	49.66	.00	
XCEL ENERGY	875120357	4/24 Town Hall	04/26/2024	49.66	.00	
Total XCEL ENERGY:				591.58	.00	
Grand Totals:				408,390.93	.00	

Dated: _____

Mayor: _____

Town Trustees: _____

Town Clerk: _____

Town Treasurer: _____

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

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.



**703 Weld County Road 37
BOARD OF TRUSTEES
REGULAR MEETING
April 16, 2024
6:30 p.m.**

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

AGENDA

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 Wescott
Trustee Bristow
Trustee Coen
Trustee White
Trustee Tapey

Absent: Mayor Mahoney

APPROVAL OF AGENDA

Motion made by Trustee Tapey seconded by Trustee Bristow to approve the agenda. Motion carried 6-0.

PROCLAMATIONS

- a. National Crime Victims' Right Week
- b. Sexual Assault Awareness Month

Mayor Pro Tem Jeffery proclaimed April 21-27, 2024, as Crime Victims' Rights Week, and proclaimed the month of April as Sexual Assault Awareness Month.

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.

Shasta Baca, Lead Victim Advocate for the Brighton Office of Victim Advocates, recognized the rest of her team at BOVA and all their volunteers for the hard work that they do, and the great service they provide to the community. She shared information about Crime Victims' Rights Week and Sexual Assault Awareness Month, and why it is important to raise awareness of each. She thanked the Board of Trustees for recognizing these causes.

PUBLIC COMMENT

None

CONSENT AGENDA

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

- a. Payment Approval Report (\$747,423.37)
- b. April 2, 2024 Minutes
- c. Resolution 2024-19 Approving A Task Order With Martin/Martin, Inc. To Update The Town Standards For Public Improvements

Motion made by Trustee Wescott seconded by Trustee Coen to approve the consent agenda. Motion carried 6-0.

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 May 7, 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 May 7, 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 6:42 PM.

Motion made by Trustee Wescott seconded by Trustee Tapey to continue the public hearings for South Weld Annexation Number 2 and South Weld Annexation Number 3 as more particularly described in Resolution 2024-06 and Resolution 2024-07 to May 7, 2024, at 6:30 PM. Motion carried 6-0.

The public hearing closed at 6:43 PM.

- c. Resolution 2024-20 Approving An Engagement Letter With Butler Snow LLP To Provide Bond Counsel Services With The Town

AJ Euckert, Town Administrator, stated that the Town's original agreement with Butler Snow LLP was for one loan application. The Town is now receiving two loans, so we are entering into a new agreement to compensate them adequately.

Motion made by Trustee Coen seconded by Trustee Wescott to approve Resolution 2024-20 Approving An Engagement Letter With Butler Snow LLP To Provide Bond Counsel Services With The Town. Motion carried 6-0.

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.

STAFF REPORTS

A. Finance/Treasurer

Denise Rademacher, Finance Director, shared the March financials. The audit is almost complete and will be presented at the May 21st board meeting. She is working on the financing for the wastewater treatment plant. There may be a budget amendment this year related to the Greenway Trail, as that project did not get as far along last year as anticipated. Jasmine Scaggiari, Utility Billing Specialist and Finance Assistant, attended a training on governmental accounting.

B. Police

C. Water/Wastewater

Michael Murphy, Ramey Environment Compliance, provided an update on how the water and wastewater plant are running. They are getting ready for a heavy summer.

D. Public Works

Chris Larmon, Public Works Director, shared that staff has completed the internal review of the documents for the elevated water storage tank bid, and it will be submitted to CDPHE for final approval before being rebid. The Town received a grant for the design of the County Road 4 bridge. We are working with the ditch company on a crossing agreement to complete the Greenway Trail.

E. Community Development

Christopher Kennedy, Community Development Director, received an application for the Fruition Subdivision. It will be 430 homes, and it is under review. Plans for the next phase of Silver Peaks have also been submitted for the area across from Meadow Ridge Elementary School. The area is currently zoned for apartments but will be converted into 190 duplexes and town homes, which will be better for traffic and congestion issues. There will be another presentation on the comprehensive plan update in the coming weeks. Starbucks will break ground on Monday. He inquired if there was interest in holding a groundbreaking ceremony.

Consensus from the Board of Trustees was to hold a groundbreaking ceremony for Starbucks on Monday.

F. Town Clerk

Heather Bowen, Town Clerk, shared that they are looking for craft vendors, specifically a face painter, for the fall festival.

MAYOR AND TRUSTEE COMMENTS

None

EXECUTIVE SESSION

- a. Executive Session Pursuant to C.R.S. Section 24-6-404(4)(e) to instruct negotiators related to a real property matter.

Motion made by Trustee Wescott seconded by Trustee Bristow to enter into executive session pursuant to CRS 24-4-404(4)(e) to instruct negotiators related to a real property matter. Motion carried 6-0.

There was a recess at 6:59 PM.

Mayor Pro Tem Jeffery called the executive session to order at 7:04 PM.

Mayor Pro Tem Jeffery adjourned the executive session at 7:39 PM.

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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 7:39 PM.

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

Heather Bowen
Town Clerk

Jamie Jeffery
Mayor Pro Tem

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Agenda Item Summary

MEETING DATE: May 7, 2024

SUBJECT: Bond Reimbursement Resolution - Revised

PRESENTED BY: Denise Rademacher, Finance Director

SUMMARY / BACKGROUND

In anticipation of future Town financing needs, the Board approved engagement letters with Butler Snow LLC, to provide bond counsel, and Stifel, Nicolaus & Company, to provide bond underwriting.

Both firms recommend the Town approve a resolution enabling the Town to reimburse itself for certain expenditures, such as materials, incurred relating to financed construction projects prior to bond issuance. Soft costs, i.e., engineering, legal, architectural, can always be reimbursed in a bond issue.

In November 2023, the Board approved Resolution No. 2023-46 - A Resolution Of Board Of Trustees For The Town Of Lochbuie Expressing The Intent Of The Town To Be Reimbursed For Certain Expenses Relating To The Construction Of Water And Wastewater Utility Improvements. Since its approval, the anticipated amount financed has increased. In particular, the wastewater plant expansion project has increased in scope, 2MGD to 6MGD, and thus cost. The revised Resolution increases the amount the Town intends to finance to \$100M.

As with the previous resolution, this resolution is required in order to comply with certain Internal Revenue Code provisions. Certain time restrictions also apply per Treasury regulations – i.e., the Resolution will allow the Town to look back 60 days from adoption to the time of bond issuance. Expenditures occurring within that time frame will be eligible to be included in the bond issue.

FINANCIAL CONSIDERATIONS

Adoption of the attached Resolution will enable the Town to be reimbursed out of bond issuance(s) for certain expenditures incurred related to financed construction projects. Example - If the Town purchased \$1M in steel for the elevated water tank project prior to bond issuance, the Town could include the expenditure in the bond issuance.

RECOMMENDATION/ACTION REQUIRED

Staff recommends the following motion:

“I move to approve Resolution No. 2024-24 expressing the intent of the Town to be reimbursed for certain expenses relating to the construction of water and wastewater utility improvements.”



ATTACHMENTS

Resolution No. 2024 - 24 - A Resolution of The Board of Trustees of The Town of Lochbuie, Colorado, Expressing the Intent of The Town to be Reimbursed for Certain Expenses Relating to the Construction of Water and Wastewater Utility Improvements

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

RESOLUTION NO. 2024-24

**A RESOLUTION OF BOARD OF TRUSTEES FOR THE
TOWN OF LOCHBUIE EXPRESSING THE INTENT OF
THE TOWN TO BE REIMBURSED FOR CERTAIN
EXPENSES RELATING TO THE CONSTRUCTION OF
WATER AND WASTEWATER UTILITY
IMPROVEMENTS.**

WHEREAS, the Town of Lochbuie, Colorado, acting by and through its Wastewater Activity Enterprise and/or its Water Activity Enterprise (the “Issuer”) is a municipal corporation duly organized and existing under the Constitution and laws of the State of Colorado (the “State”); and

WHEREAS, the members of the Board of Trustees of the Issuer (the “Board”) have been duly appointed and qualified; and

WHEREAS, it is the current intent of Issuer to construct certain water and wastewater improvements of the Issuer (the “Project”); and

WHEREAS, the Issuer has determined that it is in the best interest of the Issuer to finance the Project through one of the following options (i) by the issuance of enterprise revenue bonds of the Issuer; or (ii) by any other means legally available to the Issuer; and

WHEREAS, the Board has determined that it is necessary to make capital expenditures to acquire and construct the Project prior to the time that the Issuer arranges for the specific financing of such Project; and

WHEREAS, it is the Issuer’s reasonable expectation that when such financing occurs, the capital expenditures will be reimbursed with the proceeds of the financing; and

WHEREAS, in order to comply with the provisions of the Internal Revenue Code of 1986, as amended (the “Code”), it is the Issuer’s desire that this resolution shall constitute the “official intent” of the Board to reimburse such capital expenditures within the meaning of Treasury Regulation §1.150-2.

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

Section 1. All action (not inconsistent with the provisions of this resolution) heretofore taken by the Board and the officers, employees and agents of the Issuer directed toward the Bonds is hereby ratified, approved and confirmed.

Section 2. The Issuer intends to finance approximately \$100,000,000 to pay the costs of the Project, including the reimbursement of certain costs incurred by the Issuer prior to the receipt of any proceeds of a financing, upon terms acceptable to the Issuer, as authorized in a resolution to be hereafter adopted and to take all further action which is necessary or desirable in connection therewith.

Section 3. The officers, employees and agents of the Issuer shall take all action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated hereby and shall take all action necessary or desirable to finance the Project and to otherwise carry out the transactions contemplated by the resolution.

Section 4. The officers and employees of the Issuer are hereby authorized and directed to take all action necessary or appropriate to effectuate the provision of this resolution.

Section 5. The Issuer shall not use reimbursed moneys for purposes prohibited by Treasury Regulation §1.150-2(h).

Section 6. This resolution is intended to be a declaration of “official intent” to reimburse expenditures within the meaning of Treasury Regulation §1.150-2

Section 7. If any section, paragraph, clause or provision of this resolution shall for any reason be held invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

Section 8. All acts, orders and resolutions of the Issuer, and parts thereof, inconsistent with this resolution be, and the same hereby are, repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.

Section 9. The resolution shall be in full force and effect upon its passage and approval.

PASSED AND ADOPTED May ___, 2024.

TOWN OF LOCHBUIE, COLORADO

By _____
Mayor

[SEAL]

Attest:

By _____
Town Clerk



Agenda Item Summary

MEETING DATE: May 7, 2024
SUBJECT: Resolution 2024-25, approving a Lease Agreement with North Forest Office Space for professional office space
PRESENTED BY: A.J. Euckert, Town Manager

SUMMARY

Lease Agreement with North Forest Office Space for professional office space located at 191 Telluride Street, Suite 9-10, Brighton, CO 80601

BACKGROUND

With the approved and necessary additions to Town staff, ready-to-occupy office space in Town facilities is limited. The original plan to remodel the modulares adjacent to Town Hall is no longer feasible once the expansion of the water treatment plant begins. That is anticipated in 2025, and at least two modulares will likely be demolished if they cannot be relocated. One modular may remain as a construction office for the contractors. Office space in Lochbuie does not exist. Although located in our neighboring community, this office space is less than five miles from Town Hall. The Community Development Department will occupy the space. However, residents will still visit Town Hall for building permits and related services.

FINANCIAL CONSIDERATIONS

The funds allocated to remodel the modulares can be used for the 2024 lease year. To help defray lease costs, the Board could adopt a capacity fee for new development at a future meeting.

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends the following motion:

“I move to approve Resolution 2024-25, a lease agreement for professional office space with North Forest Office Space, LLC.”

ATTACHMENTS

Resolution 2024-25
Lease Agreement

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

RESOLUTION NO. 2024-25

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
LOCHBUIE, COLORADO, APPROVING A LEASE AGREEMENT WITH NORTH
FOREST OFFICE SPACE - DENVER, LLC FOR PROFESSIONAL OFFICE SPACE**

WHEREAS, the Town desires to lease professional office space at 191 Telluride Street, Suite 09-10, Brighton, CO 80610, consisting of approximately 2,542 square feet; and

WHEREAS, the Town staff and North Forest Office Space are negotiating a Lease Agreement.

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

Section 1. The Town Board of Trustees (a) incorporates the above recitations as findings of the Board, (b) authorizes the Mayor to execute on behalf of the Town the Lease Agreement in substantially the form attached hereto with such modifications as may be necessary for the Town's protection, and with the approval of the Town Attorney's Office.

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

ADOPTED THIS 7th DAY OF MAY, 2024

TOWN OF LOCHBUIE, COLORADO

Michael Mahoney, Mayor Pro Tem

ATTEST:

By: _____
Heather Bowen, Town Clerk

NORTH FOREST OFFICE SPACE STANDARD PLAN LEASE - 04/26/24

This lease is made between North Forest Office Space - Denver, LLC ("Landlord"), with a corporate mailing address of 2829 Wehrle Drive, Suite 1, Williamsville, NY 14221, and ("Customer"), with a mailing address of 191 Telluride St, Suite #09-10 Brighton, CO, 80601. Landlord hereby leases to Customer, and Customer accepts, the "Premises" in the 191-207 Telluride Street ("Office Park") in the City of Brighton County of Adams with a mailing address of 191 Telluride St Suite 09-10 Brighton CO, 80601 and an approximate size of 2,542 square feet.

UPON THE FOLLOWING TERMS AND CONDITIONS:

1. **Initial Term.** The initial term of this Lease shall be a period of 3 years commencing 09/01/24 ("Commencement Date") and ending 08/31/27, unless earlier terminated pursuant to this Lease. In the event Landlord makes the Premises available to Customer prior to the scheduled Commencement Date and Customer elects to accept the Premises as of such earlier date, then the Commencement Date shall be the date on which Customer accepts the keys/access codes to the Premises.

Rent Rent for the Initial Term shall be as follows.

# Pmts	From	To	Sqft ±	Rate	Annual	Monthly
12	09/01/24	- 08/31/25	2,542	\$27.25	\$69,269.52	\$5,772.46
12	09/01/25	- 08/31/26	2,542	\$28.00	\$71,175.96	\$5,931.33
12	09/01/26	- 08/31/27	2,542	\$28.75	\$73,082.52	\$6,090.21

Required Notice. Customer or Landlord must provide written notice by 06/02/2027 ("Notice Date") in the event of any of the following:

1. Customer or Landlord does not intend to renew the lease at the end of the Term.
2. Customer or Landlord does not intend to enter into any Renewal Options as listed in this agreement.

Should Customer fail to give notice by the Notice Date, the Term shall automatically be extended to 11/29/2027 at a rent equal to the Hold Over rate (see Section 7).

All payments of rent shall be due in advance on the first day of each month during the Term. Rental payments are to be made through the Landlord's online payment portal - automated payment option. In the event the first and/or last months of the Term are less than full calendar months, rent payments for such months shall be prorated on a per diem basis. Customer shall not claim any off set, counterclaim or deduction against any payment of rent. In the event Landlord becomes obligated to collect any sales tax or similar tax on any rent payment or other payment made by Customer to Landlord pursuant to this Lease, Customer shall pay the same together with the rent payment. Landlord shall pay all property taxes.

2. **Interior Build-Out.** The interior of the Premises will be constructed or altered to meet the approximate specifications in Exhibit A. The square footage is as determined by Landlord on a basis consistent with the measurement method used by Landlord with other tenants of the Office Park.
3. **Use.** Customer may use the Premises solely as business offices in connection with its _____ business. The Premises shall be used for no other purpose. Customer acknowledges that the Premises is part of a professional office park, and professional conduct is expected from all Customers, their employees and guests.
4. **Security Deposit.** Customer shall deposit with Landlord on the signing of this Lease the sum of \$5,772.46 (its "Security Deposit") as security for Customer's payment and performance obligations in this Lease. If Landlord applies any part of the Security Deposit to any Event of Default, Customer, on demand, shall deposit with Landlord the amount so applied, so that Landlord shall have the full Security Deposit on hand at all times during the Term. Customer shall not be allowed to take occupancy of the Premises until the Security Deposit has been deposited with Landlord.
5. **Utilities.** Landlord shall provide and pay for reasonable water to the Premises. Customer shall be responsible for the payment of all other utilities (including gas, electric, telephone, and data connections) consumed on the Premises during the Term. All applications and connections for such utility services shall be arranged by and be in the name of Customer only. Customer's failure to switch over such utilities to Customer's account within 15 days of the Commencement Date shall be an Event of Default for the purposes of Article 20 below, in which event, in addition to Landlord's other remedies therein, Landlord may cut off such utilities and impose an administrative charge to Customer of up to \$25.00 per day for the additional work imposed upon Landlord due to Customer's failure to comply with this requirement.
6. **Use of Chair Mats.** Customer is required to use chair mats.
7. **Hold Over and Hold Over Rate.** If Customer fails to vacate and surrender the Premises to Landlord on or before the last day of the Term then in effect, Customer shall be deemed in Hold Over and shall be assessed the Holdover Rate. The "Holdover Rate" shall be defined as a daily rent equal to 1/30th of 150% of the monthly rent in effect

during the last month of the Term. During such hold over tenancy, Customer shall continue to comply with all payment and performance obligations of Customer in this Lease.

8. **Park Rules.** Customer shall comply with all rules and regulations which may be issued from time to time by Landlord to the Customers of the Office Park. A list of the Rules currently in effect are attached to this Lease and made a part hereof.
9. **Care and Maintenance Of Office Park and Premises.** Landlord shall maintain the Office Park grounds and parking lots and provide garbage removal facilities (at designated disposal locations). Landlord shall also maintain (i) the roof, exterior wall, exterior windows, exterior doors, structural walls, and foundation of the Premises, and (ii) the furnace and air conditioning unit, sewer and water lines, plumbing fixtures, electrical wiring, and ceiling light fixtures (including light bulbs) which are part of the standard Premises as of the Commencement Date; provided Customer shall reimburse Landlord for repairs due to the negligence or willful misconduct of Customer, or its employees, agents or guests. Customer is responsible for the repair, replacement and maintenance of the lock on the entrance door to their business.

Except for Landlord's maintenance obligations, Customer shall maintain the Premises in good condition and repair, including by way of example only, all doors and locks, ceilings, interior windows, walls, appliances, cabinets and carpeting. Landlord is not responsible for service or repair of specially installed HVAC or other trade specific equipment (for example, dental chairs or medical equipment) installed by the Customer or Customer's vendor.
10. **Alterations.** Customer shall not make any structural changes or other alterations, additions, or improvements to the Premises. Customer may install and may remove its trade fixtures, furniture, equipment, and other personal property not requiring any structural alterations to the Premises. All such items shall be removed prior to the end of the Term and Customer shall repair any damage caused by such removal. Any change, alteration, addition or improvement which Landlord approves in writing and made by Customer to the Premises, including all articles/items attached or affixed to the floors, doors, walls, windows, ceilings, or trim of the Premises shall automatically become the property of Landlord at the end of the Term, and shall remain upon and be surrendered with the Premises at the end of the Term, unless Landlord directs Customer to remove the same, in which event Customer shall return the Premises to Landlord in the same condition as when delivered to Customer at the beginning of the Term.
11. **Compliance with Law.** Customer shall comply with all federal, state, municipal and other governmental statutes, ordinances, rules and regulations applicable to the use or occupancy of the Premises, including but not limited to those applicable to environmental matters, and the health or safety of persons in or about the Premises. Without limiting the foregoing, Customer shall comply with all laws, rules, statutes, and regulations relating to chemicals, hazardous materials or hazardous wastes, and under no circumstances shall Customer release, discharge or dispose of chemicals, hazardous materials or hazardous wastes anywhere in or on the Premises, or anywhere in or on the Office Park. So-called "heavy duty" and "industrial" strength bleaches are not to be used in or about the Premises.
12. **Subletting.** Customer shall not sublet any portion of the Premises without the prior written consent of the Landlord, which shall not be unreasonably withheld. Any such subletting without Landlord's prior written consent shall be void and constitute an Event of Default. Customer retains all obligations under the terms of the lease.
13. **Entry and Inspection.** At any time within 90 days prior to the expiration of this lease, and with reasonable advance notice, Customer shall permit Landlord to enter Premises for purpose of inspection, maintenance and or showings.
14. **Possession.** If Landlord is unable to deliver possession of the Premises at the Commencement Date, Landlord shall not be liable for any damages caused thereby, nor shall this Lease be void or voidable, but Customer shall not be liable for any rent until possession is delivered; provided, Customer may terminate this Lease if possession of the Premises is not delivered within sixty (60) days of the Commencement Date. The actual date of delivery of the Premises to Customer shall be deemed the new Commencement Date. In the event the new Commencement Date is on or before the 14th day of the month, the last day of the initial term as determined in Article 1 shall remain unchanged. In the event the new Commencement Date is on or after the 15th day of the month, the last day of the initial term as determined in Article 1 shall be extended to the last day of the month immediately following the month in which the original termination date was to occur.
15. **Customer's Property.** Customer shall insure its property, and assumes all risk of loss or damage to the same due to fire, storm, water, wind or any other cause.
16. **Indemnification Of Landlord** Landlord and Customer each hereby waive all rights of recovery against the other on account of loss or damage to each other's respective property located in the Premises. Landlord and Customer further agree to have their respective insurance companies also waive their right of subrogation against the other party in connection with any damage covered by such policies, except damages resulting from the willful misconduct or gross negligence of the other party.
17. **Insurance.** Customer shall maintain the following insurance during the Term:
Commercial General Liability Insurance - Maintained on an occurrence basis, insuring against liability for bodily injury, including death, and property damage arising from or related to Customer's exercise of any right or privilege pursuant to this Lease or the activities of Customer related to the operation of its business in and about the

Premises, with combined single limits of not less than one million dollars (\$1,000,000) for bodily injury (including death) and property damage from any one occurrence with a two million dollar (\$2,000,000) aggregate. Policy should contain hired and non-owned coverage if there is not a separate Auto Policy.

Property Insurance - Fire and extended coverage (Special Coverage Form) insurance covering all of Customer's personal property in the Premises.

Worker's Compensation Insurance and Employers' Liability and Disability Benefits Law insurance - Statutory Limits.

At least fifteen (15) days prior to the Commencement Date, Customer shall provide Landlord with proof that Landlord has been designated as an additional insured on each such policy and that such policy shall not lapse nor shall any reduction or material change be made in the coverage provisions thereto without at least thirty (30) days advance written notice to Landlord.

Customer shall not permit any contractor or other vendor to perform any construction, repair or other services (such as, by way of example only, movers, cleaners and technicians) in the Premises without first providing to Landlord proof that such contractor or vendor has general liability, workers compensation and other forms of insurance as Landlord may require and that both Landlord and Customer have been named as additional insureds thereon.

18. **Eminent Domain.** If the Premises or any part thereof or any estate therein, or any other part of the Office Park of which the Premises is a part, shall be taken by eminent domain, at Landlord's option upon notice to Customer, the Term shall terminate on the date when title vests pursuant to such taking, and Customer shall be responsible to pay rent only through the termination date. Customer shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Customer may file a claim, against the government agency, for any taking of fixtures and improvements owned by Customer, and for moving expenses.
19. **Destruction of Premises.** In the event of fire or other damage to the Demised Premises, which Landlord can practically repair within sixty (60) days, this Lease shall remain in effect and Landlord shall repair the same; provided Customer shall be entitled to a reasonable reduction of rent while such repairs are being made, based upon the extent to which such damage and such repairs materially interfere with Customer's use of the Premises. In the event of fire or other damage to the Demised Premises, which Landlord cannot practically repair within sixty (60) days, each of Landlord and Customer shall have the right to terminate this Lease on notice to the other within 30 days of the date of such fire or other damage; provided if Landlord elects to repair such damages, and Customer does not exercise its right to terminate, then Customer shall be entitled to a reasonable reduction of rent while such repairs are being made, based upon the extent to which such damage and such repairs materially interfere with Customer's use of the Premises. In addition, in the event one-third or more of the building in which the Premises are located are substantially damaged or destroyed, Landlord may elect to terminate this Lease, whether the Premises be damaged or not, in which event Customer shall be responsible for rent up to the effective date of such termination. Notwithstanding the foregoing, in the event of any such fire or other damage, in lieu of Landlord or Customer exercising any right of termination, Landlord reserves the right to relocate Customer, at Landlord's expense, to a comparable office suite in the Office Park for the remainder of the Term, in which event this Lease shall be deemed to refer to such replacement suite instead of the original suite designated herein.
20. **Events of Default; Remedies.** An "Event of Default" shall be deemed to have occurred in the event (i) any payment of rent or any other sum becoming due to Landlord is not paid on its due date, (ii) Customer fails to perform any other obligation of Customer pursuant to this Lease which is not cured within ten (10) days of Landlord's notice to Customer, or (iii) if at any time proceedings in bankruptcy, or pursuant to any other act for the relief of debtors, shall be instituted by or against the Customer, or if a receiver or trustee shall be appointed of the Customer's property, or if this Lease shall by operation of law, devolve upon or pass to any person or persons other than Customer. A late payment charge of 2% per month (of the amount owed) will be payable on any payment which is not paid within ten (10) days of its due date. Rent payments paid to Landlord shall first be applied to any unpaid charges on the account (for example, late penalties, NSF charges, and administrative fees) and Customer shall immediately pay any deficiency. Upon the occurrence of an Event of Default, Landlord may (i) terminate this Lease on notice to Customer, (ii) take control of and repossess the Premises, (iii) remove Customer's property from the Premises and dispose of the same in any manner, (iv) accelerate and declare immediately due all rent for the balance of the Term. The foregoing remedies and rights of Landlord are cumulative and in addition to any other rights and remedies to which Landlord may be entitled by applicable law. Upon Landlord's election to terminate this Lease, Customer shall immediately quit and surrender the Premises to Landlord, but Customer shall remain liable for all of Customer's payment and performance obligations contained in this Lease. In the Event of Default, in addition to any other damages to which Landlord is entitled, Customer shall be liable for Landlord's reasonable attorneys' fees and court costs.
21. **Waiver.** No failure by Landlord to enforce any provision hereof, or to declare an Event of Default, or to exercise any right or remedy herein, shall be deemed a waiver of such provision, any other Event of Default or of any such right or remedy. No failure of Landlord to enforce any term hereof shall be deemed to be a waiver.
22. **Notices.** All notices shall be in writing and (i) personally delivered with proof of delivery, including by commercial courier, (ii) mailed, postage prepaid, to the receiving party, in which case the notice shall be deemed given three days after deposit in the U.S. mail, or (iii) sent by Electronic mail (email). Notices shall be sent either by email to

team@northforest.com or to the physical address of Customer or Landlord set forth in the introduction to this Lease. Customer or Landlord may update their address via a written Notice to the other party.

23. **Heirs, Assigns, Successors.** This Lease shall be binding upon and inure to the benefit of each of Landlord and Customer, and their respective heirs, assigns and successors.
24. **Subordination.** This Lease shall be subordinate to all existing and future mortgages recorded against the property of which the Premises is a part. If any such mortgage is foreclosed upon, (i) this Lease shall continue in force, (ii) Customer's quiet possession shall not be disturbed if Customer has not committed an Event of Default, and (iii) Customer will attorn to and recognize the mortgagee or purchaser at foreclosure sale as Customer's landlord for the balance of the Term. This paragraph shall be self-operating, however, Customer shall promptly execute and deliver to Landlord any reasonable documents submitted to Customer to confirm the foregoing provisions of this Section 24.
25. **Landlord May Perform.** If Customer shall default in the performance of any obligation herein contained, Landlord may (but shall not be required to) perform the same for the account of Customer, and Customer shall reimburse immediately Landlord for the cost thereof upon being billed for the same.
26. **Mechanics Liens.** Customer shall not default in the payment to any contractor or otherwise take any action or fail to take any action which results in a mechanics or other lien being filed against the Premises or the property of which the Premises is a part. If any such lien is filed and if the Customer shall fail to cause such lien to be discharged within fifteen days after filing thereof, Landlord may pay the amount of such lien or discharge the same by deposit or by bonding proceedings, for the account of Customer, and Customer shall reimburse immediately Landlord for the cost thereof upon being billed for the same.
27. **Entire Agreement.** The Lease, including any riders, exhibits, or schedules hereto, contains the entire agreement of Landlord and Customer with respect to the subject matter hereof and incorporates all prior dealings and negotiations between them related hereto. This Lease may be amended or modified only by a written agreement signed by both Landlord and Customer. This Lease may be executed in one or more counterparts. Delivery of a photocopy, facsimile or electronic copy of this lease shall have the same effect as delivery of an original executed copy.
28. **Surrender.** Customer shall surrender the Premises to Landlord at the end of the Term, broom clean and in the same condition as the Commencement Date, normal wear and tear only excepted. "Normal wear and tear" shall be as determined by Landlord using a standard of commercial reasonableness.
29. **Limitation of Landlord's Liability.** Landlord shall not be liable for lost profits, loss of business, interest, increased expense of operation or any other consequential, incidental, indirect or special damages, whether caused by breach of contract, breach of warranty, negligence or otherwise.
30. **Waiver of Jury Trial.** Landlord and Customer each hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease.
31. **Estoppel Certificates.** Customer, shall, within five (5) days of Landlord's request, execute, acknowledge and deliver to Landlord a statement in writing certifying that (i) this Lease is unmodified and in full force and effect; (ii) the date to which rent is payable hereunder is paid; (iii) that to the knowledge of Customer no default by Landlord or Customer exists; and (iv) such other matters as may be reasonably requested by the Landlord.
32. **Signs.** Landlord shall provide initial signage identifying customers' occupancy of the Premises, consistent with signage provided to other Customers of the Office Park. Customer shall not erect or affix any other signage near or to the Premises (inside or out) that is visible outside the Premises.
33. **Memorandum of Lease.** Customer agrees, upon request by the Landlord, to execute a memorandum lease for filing with the Department of Revenue, State of Colorado, in compliance with Sections 39-22-604, 39-26-117 and 39-26-205, C.R.S., or other similar laws.

CUSTOMER:

Date _____

LANDLORD: North Forest Office Space - Denver, LLC **TAX ID:** 32-0198642

X _____
Tom Pruzenski , Area Manager Date _____

Admin Only

This document has been reviewed by Kalee Koch _____

NORTH FOREST PROPERTIES
RULES APPLICABLE TO ALL CUSTOMERS AT:
191-207 Telluride Street

No Smoking / Vaping. NO SMOKING or VAPING open flames shall be permitted within the Premises. Customer's employees, agents or guests may smoke only in outdoor areas within the Office Park and at a minimum of 20 feet from the building as designated by Landlord for such purpose, if any.

Parking Policy. Spaces in the row of parking immediately in front of the Building are for visiting clients/visitors to the Office Park. Customer and their employee(s) are to park in secondary or other available rows of parking.

Safety. No candles or open flames are allowed in any part of the Premises for any reason.

Pets. Customer is allowed to have fish in the Premises. No other animals are allowed in the Premises, with the exception of service animals accompanying their owners.

Snow Plowing. Landlord shall snow plow the parking area. Landlord will normally have office entranceways cleared of snow prior to 8 a.m. daily, but if snow or ice should accumulate after that, Customer will be responsible for shoveling/salting its entranceway during normal business hours.

Awnings. No awning, flagpole or other projections shall be attached to the exterior walls of the Premises.

Garbage. All garbage and refuse shall be kept in appropriate containers in the Premises and shall be deposited inside of such dumpsters or other facilities specified by Landlord.

Roof. No attempt shall be made to access or climb upon any roof. No aerial, antennae, or satellite dishes shall be erected on the roof or on the exterior walls of the Premises.

Excessive Noise. The premises is located in a professional setting and professional conduct is expected with regard to noise so as not to disturb the peace of others.

Interior Temperature. Customer shall keep the Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.

Pests. Customer shall properly store food and other items which attract pests and rodents so as to minimize the risk of attracting the same into the Premises.

Odors. Customer shall not make or permit any odor that Landlord deems objectionable to emanate from the Premises.

Sleeping. No person shall use the Premises as sleeping quarters, sleeping apartments, or lodging rooms.

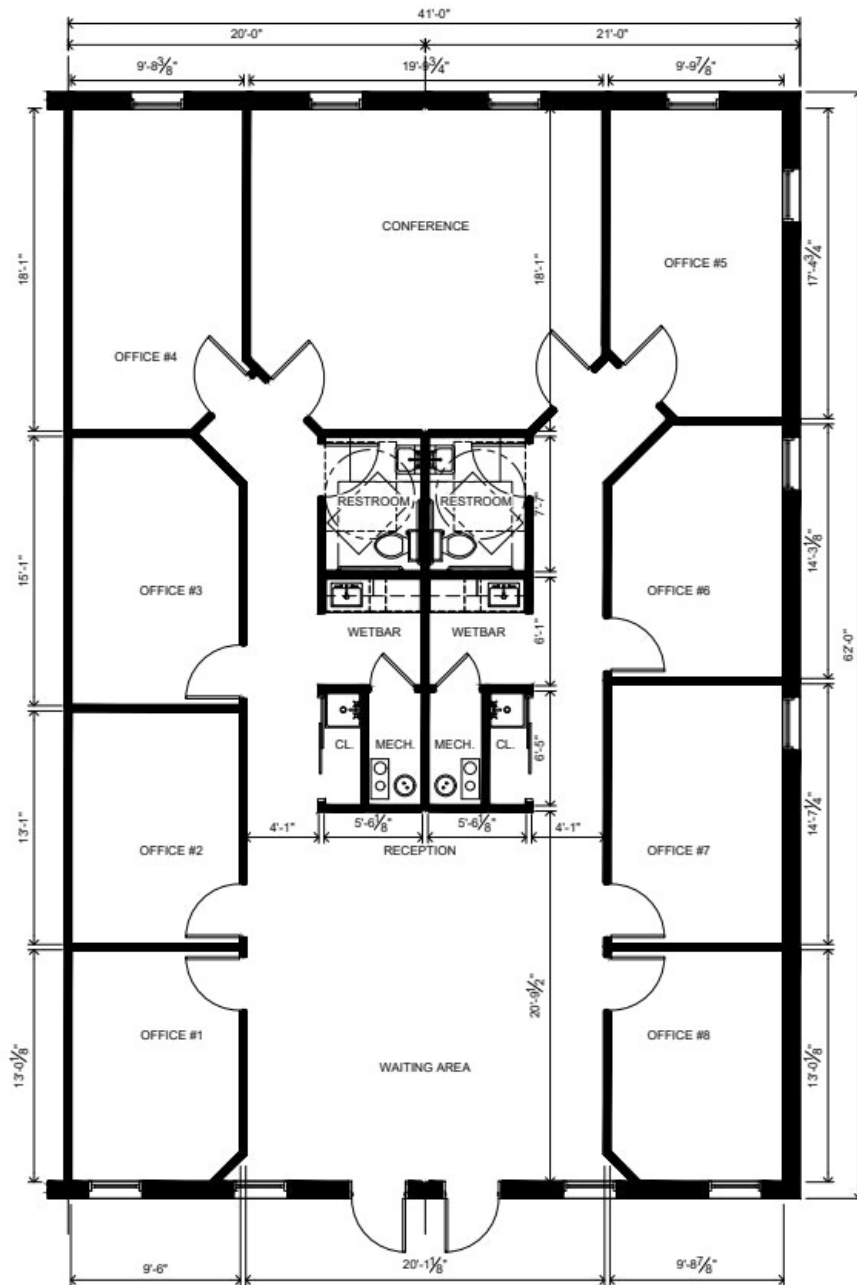
Permits. Customer shall obtain all permits or licenses necessary to conduct its business.

Sports. Sporting activities (including by way of example only football, baseball, lacrosse, frisbees, and basketball) shall be permitted only in an area within the Office Park designated by Landlord, if any.

CUSTOMER:

Date

EXHIBIT A



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13635 E. 104TH AVE , SUITE 500 COMMERCE CITY, CO 80022 | PHONE (303) 862-6367 | FAX (303) 862-6212 | NORTHFOREST.COM

PERSONAL GUARANTY

Re: Office Suite Lease Between, North Forest Office Space - Denver, LLC as Landlord, and , as Customer, dated 04/26/2024 (the "Lease").

The undersigned (the "Guarantor"), in consideration of, and to induce the Landlord to enter into the above referenced Lease, hereby unconditionally and absolutely guarantees to Landlord, its successors, assigns and transferees, the timely and full payment of any rent and corresponding interest, including but not limited to all payments of back rent owed while the leased space was occupied and/or in possession by Customer and all costs and expenses, including but not limited to interest, attorneys' fees incurred by Landlord in connection with the collection or attempted collection of same. Guarantor hereby consents to any modification of the Lease as may be agreed upon between Landlord and Customer, Guarantor to remain bound under this Guaranty notwithstanding any such modification. Guarantor hereby waives any right to require that any action or other proceeding be brought or instituted against Customer or any other person or party or to require that resort be had to any security as a condition precedent to the enforcement of this Guaranty.

No delay or omission by Landlord in exercising any right or remedy hereunder shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. This is a guarantee of payment and not of collection.

No modification or amendment of this Guaranty shall be effective unless in writing and signed by both Guarantor and Landlord. The terms of this Guaranty shall be governed by and construed in accordance with the laws of the State of Colorado.

If more than one person is signing below, each person is a Guarantor on a joint and several basis for the amount of unpaid rents and expenses (except utilities) incurred while the leased space was occupied. It is agreed by Landlord that this Personal Guaranty will expire once the prior occupied amount owed and any additional back rent owed is paid in full.

IN WITNESS WHEREOF, the undersigned has caused this Guaranty to be executed on 09/01/2024.

Guarantor:

Signature

Printed Name

Date

Address
