

City of Fort Lupton
City Council Agenda
Regular Meeting
7:00 p.m.
130 South McKinley Avenue
August 1, 2016

Pledge Of Allegiance

Call To Order - Roll Call

Persons To Address Council

This portion of the Agenda is provided to allow members of the audience to present comments to the City Council. The City Council may not respond to your comments this evening, rather they may take your comments and suggestions under advisement or your question may be directed to the appropriate staff member for follow-up. Please limit the time of your comments to five (5) minutes - Mayor Holton

Approval Of Agenda

Review Of Accounts Payables

a. **08012016, Accounts Payable**

Documents:

[08012016 Accounts Payables.pdf](#)

Consent Agenda

Consent Agenda items are considered to be routine and will be enacted by one motion and vote. There will be no separate discussion of Consent Agenda items unless a Councilmember so requests, in which case the item may be removed from the Consent Agenda and considered at the end of the Consent Agenda.

a. **07182016, City Council Meeting Minutes**

Documents:

[07182016. City Council Meeting Minutes.pdf](#)

Public Hearing

- a. **AM 2016-102, Approve A Resolution Approving Kerr-McGee Oil & Gas Onshore LP's Application For Oil & Gas Permits - Seven (7) Villano HZ Wells**

Documents:

[AM 2016-102, Kerr-McGee \(Villano HZ Wells\) CC Packet \(002\).Pdf](#)

Action Memorandum

- a. **AM 2016-103, Approve A Supplemental Budget Resolution To Various Funds For An Amount Of \$1,512,748**

Documents:

[AM 2016-103, Approve A Supplemental Budget Resolution To Various Funds For 1,512,748.Pdf](#)

- b. **AM 2016-104, Ratifying The Mayor's Signature For Donation Agreement For Water Line Extension At WCR 12 To Hillside Cemetery**

Documents:

[AM 2016-104, Donation Agreement For Water Line Extension At WCR 12 To Hillside Cemetery.pdf](#)

- c. **AM 2016-105, Approve A Resolution Appointing Holton To The HPLD Transition Board**

Documents:

[AM 2016-105, Holton Appointment To The HPLD Transition Board.pdf](#)

Staff Reports

Mayor/Council Reports

Future City Events

- a. **08012016, Upcoming Events**

Documents:

[08012016 Upcoming Events.pdf](#)

Adjourn

Report Criteria:

Report type: GL detail

Check.Voided = {=} No

[Report].Check GL Account = "6000010100"- "6082059040"

Invoice Date	Check No	Payee	Invoice Description	Invoice No	Seq	Amount
07/01/2016	81056	AMERICAN EAGLE DISTRIBUTING	GC-BUD LIGHT-GC RESTAURANT	145876		126.00
Total 81056:						126.00
07/12/2016	81057	ACE HARDWARE OF FORT LUPTO	GOLF-RISE,TEES,CUTTERS	55189/1		45.89
07/14/2016	81057	ACE HARDWARE OF FORT LUPTO	GOLF-SPRINKLER PARTS	55247/1		11.43
07/20/2016	81057	ACE HARDWARE OF FORT LUPTO	GOLF-WRENCH,PLIERS,CEMENT	55381/1		93.46
Total 81057:						150.78
07/08/2016	81058	ACUSHNET COMPANY	GOLF-CONTOUR SER MENS CIT	902823864		80.26
Total 81058:						80.26
07/01/2016	81059	AMERICAN DISPOSAL SERVICES	GOLF-JUL16 RUBBISH PICKUP-CLUBHOUSE	0005398026		86.00
07/01/2016	81059	AMERICAN DISPOSAL SERVICES	GOLF-JUL16 RUBBISH PICKUP-COLLEGE AVE	0005398027		44.00
Total 81059:						130.00
05/12/2016	81060	AMERICAN EAGLE DISTRIBUTING	GOLF-CANNED BEER	152567		185.15
Total 81060:						185.15
07/14/2016	81061	BEER BY DESIGN BREWERY LLC	GOLF-VARIOUS SIGNATURE BEERS	627		125.00
Total 81061:						125.00
07/11/2016	81062	CITY OF FORT LUPTON	GOLF-JUN16 POSTAGE	FIN2016163		35.34
Total 81062:						35.34
06/30/2016	81063	CLEVELAND GOLF / SRIXON	GOLF-BALL-SOFT FEEL	47241830 S		172.20
07/11/2016	81063	CLEVELAND GOLF / SRIXON	GOLF-SOFTFEEL BALLS RTN	4725553 NO		244.80-
07/11/2016	81063	CLEVELAND GOLF / SRIXON	GOLF-BALLS SOFT FEEL	4725554 SO		172.20
Total 81063:						99.60
07/06/2016	81064	COMCAST CABLE COMM, LLC	GOLF-JUL/AUG 16 INTERNET USAGE&SVC CALL	6064601207		189.85
07/06/2016	81064	COMCAST CABLE COMM, LLC	GOLF-JUL/AUG 16 PHONE USAGE	6064601207		69.35
Total 81064:						259.20
07/12/2016	81065	DEERE CREDIT INC	GOLF-JD MOWER LEASE	1718644		5,753.10
Total 81065:						5,753.10
04/07/2016	81066	ELEVATION COFFEE TRADERS LL	GOLF-FRENCH ROAST COFFEE	76089		106.24
Total 81066:						106.24
06/24/2016	81067	EWING	GC-VARIOUS SPRINKLER HEADS-GC MAINT	1706613		3,288.38

Invoice Date	Check No	Payee	Invoice Description	Invoice No	Seq Amount
Total 81067:					3,288.38
07/07/2016	81068	GOLF & SPORT SOLUTIONS, LLC	GOLF-EXTRA FINE SAND	25291	538.70
Total 81068:					538.70
07/19/2016	81069	HIGH COUNTRY BEVERAGE CORP	GOLF-VARIOUS CANNED BEERS	W-2385355	438.90
Total 81069:					438.90
07/08/2016	81070	MILE HIGH TURFGRASS, LLC	GOLF-ARMOR TECH,CALPHLEX	3698	941.00
07/15/2016	81070	MILE HIGH TURFGRASS, LLC	GOLF-PWER 23,AMOURTECH	3700	878.44
Total 81070:					1,819.44
07/09/2016	81071	O'REILLY AUTO PARTS	GOLF-CARB CLEANER,LIQD WRENCH, BRAKE CLEANER	4489-295646	32.67
Total 81071:					32.67
07/09/2016	81072	POTESTIO BROTHERS EQUIPMEN	GOLF-RIM,SHOES,ORIFICE,HYDRA	44215P	531.70
Total 81072:					531.70
07/05/2016	81073	R&R PRODUCTS INC	GOLF-LAPPING COMPOUND	CD2035317	70.15
07/05/2016	81073	R&R PRODUCTS INC	GOLF-BEDKNIFE,BEARING,SCREWS,CALIPERS	CD2035492	872.64
Total 81073:					942.79
07/11/2016	81074	SHAMROCK FOODS COMPANY	GOLF-SALSA,CANDY,CHIPS,WATER,MEAT,BREAD,CHEESE,LETTUCE	18206015	530.21
07/11/2016	81074	SHAMROCK FOODS COMPANY	GOLF-WATER,COFEE	18206015	75.53
07/13/2016	81074	SHAMROCK FOODS COMPANY	GOLF-APPLES RTN	18206015 R	20.61-
07/12/2016	81074	SHAMROCK FOODS COMPANY	GOLF-APPLES	18208265	31.64
07/14/2016	81074	SHAMROCK FOODS COMPANY	GOLF-OIL,BAGS,CONDIMENTS,FRIES,MEAT,BUNS,EGGS	18211190	293.43
07/14/2016	81074	SHAMROCK FOODS COMPANY	GOLF-JUICE	18211190	21.35
07/14/2016	81074	SHAMROCK FOODS COMPANY	GOLF-CANDY BARS	18211190	93.09
07/18/2016	81074	SHAMROCK FOODS COMPANY	GOLF-CONDIMENTS,TRAYS,SAUCE,MEAT,SAUCE,FOOD	18217302	409.86
07/18/2016	81074	SHAMROCK FOODS COMPANY	GOLF-WATER,CREAMER	18217302	46.33
07/18/2016	81074	SHAMROCK FOODS COMPANY	GOLF-CUPS	18217302	67.71
Total 81074:					1,548.54
07/07/2016	81075	SPL INTERNATIONAL, INC	GOLF-LONG/HUGE RIPSTOPS	50783	159.56
Total 81075:					159.56
07/12/2016	81076	SWIRE COCA-COLA	GOLF-VARIOUS COLA DRINKS	3632093209	222.92
07/19/2016	81076	SWIRE COCA-COLA	GOLF-CANNED COLAS	3632093715	221.76
Total 81076:					444.68
07/12/2016	81077	TURF ELEVATION	GC-CHEMICALS FOR GREENS-GC MAINT	1161	3,810.00

Invoice Date	Check No	Payee	Invoice Description	Invoice No	Seq Amount
Total 81077:					3,810.00
07/05/2016	81078	WAXIE SANITARY SUPPLY	GOLF-TOWELS, CLEANER,COVERS	45899	356.16
Total 81078:					356.16
06/17/2016	81079	WINFIELD SOLUTIONS LLC	GC-DRIVE XLR8 HERBICIDE-GC MAINT	60917554	89.95
06/17/2016	81079	WINFIELD SOLUTIONS LLC	GC-WORLD CUP 80/20 SEED-GC MAINT	60917554	816.18
06/17/2016	81079	WINFIELD SOLUTIONS LLC	GC-PR6 GLS CRT SEED-GC MAINT	60917554	561.04
06/22/2016	81079	WINFIELD SOLUTIONS LLC	GC-PRIMER SELECT CHEMICALS/FERTILIZER-GC MAINT	60988260	914.20
06/22/2016	81079	WINFIELD SOLUTIONS LLC	GC-PN 0-0-50 CHEMICALS/FERTILIZER-GC MAINT	60988260	148.15
Total 81079:					2,529.52
07/15/2016	9001292	COLORADO STATE TREASURER	GOLF-2016 2NDSTQTR SUTA	2ND QUART	293.24 M
07/15/2016	9001292	COLORADO STATE TREASURER	GOLF-2016 2NDSTQTR SUTA	2ND QUART	293.24- M
Total 9001292:					.00
Grand Totals:					23,491.71

Report Criteria:

Report type: GL detail

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[Report].Check GL Account = "6000010100"."6082059040"

Report Criteria:

Report type: GL detail

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[Report].Check GL Account = "1000010100"-2082059075" ,"3000010100"-5082059090","7000010100"-9999999999"

Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount
59619	ACKLAM INC	GF-AM 2016-081 SURVEYING/ROW VERIFICATION-ENG	2141	1	10,548.00
Total 59619:					10,548.00
59620	ADAMS COUNTY SHERIFF	GF-06/25&06/29 RANGE USE-POLICE	146329	1	800.00
Total 59620:					800.00
59621	ADVANTAGE DESIGN	CPR-MENS SUMMER SOFTBALL SHIRTS-ATHLETIC	2025	1	94.75
Total 59621:					94.75
59622	AFLAC	GF-JUL16 SUPPLEMENTAL IN	158955	1	892.74
Total 59622:					892.74
59623	ALBERTSONS/SAFEWAY	REC-POOL PARTY SUPPLIES	5500199542	1	36.00
Total 59623:					36.00
59624	AMERICAN DISPOSAL SERVICES	GF-MAY/JUN16 RUBBISH PICKUP-GOV BLDG	0005399065	1	178.00
59624	AMERICAN DISPOSAL SERVICES	GF-MAY/JUN16 RUBBISH PICKUP-PW SHOP	0005399066	1	254.00
59624	AMERICAN DISPOSAL SERVICES	CPR-MAY/JUN16 RUBBISH PICKUP	0005399067	1	484.00
59624	AMERICAN DISPOSAL SERVICES	CEM-MAY/JUN16 RUBBISH PICKUP-CR #12	0005399068	1	84.90
59624	AMERICAN DISPOSAL SERVICES	GF-MAY/JUN16 RUBBISH PICKUP-HWY 52	0005399069	1	148.50
Total 59624:					1,149.40
59625	AMERICAN WEST LAND SURVEYIN	CEM-HILLSIDE CEM ANNEX MAP	16-264	1	600.00
Total 59625:					600.00
59626	ANTHEM BLUE CROSS	GF-AUG16 MISC REV	000505013C	1	1.80-
59626	ANTHEM BLUE CROSS	GF-AUG16 HEALTH INSURANCE	000505013C	2	56,385.75
59626	ANTHEM BLUE CROSS	GF-AUG16 VISION INSURANCE	000505013C	3	966.77
59626	ANTHEM BLUE CROSS	GF-AUG16 EAP PROG	195236E001	1	312.40
59626	ANTHEM BLUE CROSS	GOLF-AUG16 EAP PROG	195236E001	2	61.60
59626	ANTHEM BLUE CROSS	LIB-AUG16 EAP PROG	195236E001	3	39.60
Total 59626:					57,764.32
59627	ARAMARK UNIFORM SERVICES IN	GF-UNIFORM SERVICE-B&G	492319525	1	87.61
59627	ARAMARK UNIFORM SERVICES IN	CPR-DOOR MAT SERVICE	492319525	2	46.77
59627	ARAMARK UNIFORM SERVICES IN	REC-DOOR MAT SERVICE	492319525	3	46.78
59627	ARAMARK UNIFORM SERVICES IN	GF-DOOR MAT SERVICE	492319526	1	35.73
59627	ARAMARK UNIFORM SERVICES IN	GF-UNIFORM SERVICE	492319526	2	116.91
59627	ARAMARK UNIFORM SERVICES IN	CPR-DOOR MAT SERVICE	492322814	1	46.78
59627	ARAMARK UNIFORM SERVICES IN	REC-DOOR MAT SERVICE	492322814	2	46.77
59627	ARAMARK UNIFORM SERVICES IN	GF-UNIFORM SERVICE-B&G	492322814	3	87.61
59627	ARAMARK UNIFORM SERVICES IN	GF-DOOR MAT SERVICE-GOV BLDG	492322815	1	35.73
59627	ARAMARK UNIFORM SERVICES IN	GF-UNIFORM SERVICE-SHOP	492322815	2	183.69

Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount
Total 59627:					734.38
59628	BOKA JEWELERS	GF-1 LINE INSERT PLATE-LEGIST	16685	1	8.50
Total 59628:					8.50
59629	C.E.M. SALES & SERVICE	REC-POOL/MOSS	140543	1	543.04
59629	C.E.M. SALES & SERVICE	REC-POOL/SPA BICARBONATE	140767	1	560.00
59629	C.E.M. SALES & SERVICE	REC-POOL/SPA ACID	140768	1	625.00
59629	C.E.M. SALES & SERVICE	REC-POOL MOSS	140769	1	671.67
Total 59629:					2,399.71
59630	CENTERPOINT ENERGY SERVICES	REC-JUNE 2016 GAS SERVICE	170-1606-19	1	962.38
Total 59630:					962.38
59631	CHAMBER OF COMMERCE	GF-JUL16 CHAMBER LUNCHEONS-LEGIST	2807	1	60.00
Total 59631:					60.00
59632	CIRSA/WC	GF-EMPLOYEE WC CLAIMS-MISC	W15429	1	663.44
Total 59632:					663.44
59633	CLAUD HANES	GF-BERTHOUD,BRIGHTON,GREELEY-CITY ADMIN	JUN/JUL16	1	85.32
59633	CLAUD HANES	GF-COFFEE SUPPLY-ADMIN	JUN/JUL16	2	169.80
Total 59633:					255.12
59634	CO BUREAU OF INVESTIGATION	GF-CLIENT SERVICES-POLICE	A171200455	1	71.50
Total 59634:					71.50
59635	CO DEPARTMENT OF HEALTH	UF-JUL16-JUN17 DRINK WATER FEE	FGD2016836	1	865.00
Total 59635:					865.00
59636	COLORADO BACKFLOW TESTING	REC-CERTIFICATION BACKFLOW	3785	1	60.00
59636	COLORADO BACKFLOW TESTING	GF-CERTIFICATION BACKFLOW TEST-B&G	3785	2	420.00
59636	COLORADO BACKFLOW TESTING	GF-CERTIFICATION BACKFLOW TEST-SHOP	3785	3	60.00
59636	COLORADO BACKFLOW TESTING	CPR-CERTIFICATION BACKFLOW TEST-MUSEUM	3785	4	60.00
59636	COLORADO BACKFLOW TESTING	CEM-CERTIFICATION BACKFLOW TEST	3785	5	60.00
Total 59636:					660.00
59637	COMCAST BUSINESS	GC-7/15/16-8/14/16 PHONE-GOLF COURSE	44601090	1	210.61
59637	COMCAST BUSINESS	GF-7/15/16-8/14/16 PHONE SVC-ADMIN SVCES	44601090	2	97.26
59637	COMCAST BUSINESS	GF-7/15/16-8/14/16 PHONE-LEGISLATIVE	44601090	3	48.74
59637	COMCAST BUSINESS	GF-7/15/16-8/14/16 PHONE-COURT	44601090	4	73.11
59637	COMCAST BUSINESS	GF-7/15/16-8/14/16 PHONE-CLERK	44601090	5	24.37
59637	COMCAST BUSINESS	GF-7/15/16-8/14/16 PHONE-HR	44601090	6	48.74
59637	COMCAST BUSINESS	GF-7/15/16-8/14/16 PHONE-CITY ADMIN	44601090	7	48.74
59637	COMCAST BUSINESS	GF-7/15/16-8/14/16 PHONE-FINANCE	44601090	8	99.92
59637	COMCAST BUSINESS	GF-7/15/16-8/14/16 PHONE-IT	44601090	9	73.11

Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount
59637	COMCAST BUSINESS	GF-7/15/16-8/14/16 PHONE-PD	44601090	10	487.40
59637	COMCAST BUSINESS	GF-7/15/16-8/14/16 PHONE-PD COMM SVCS	44601090	11	24.37
59637	COMCAST BUSINESS	GF-7/15/16-8/14/16 PHONE-PD RECORDS	44601090	12	24.37
59637	COMCAST BUSINESS	GF-7/15/16-8/14/16 PHONE-SHOP	44601090	13	63.16
59637	COMCAST BUSINESS	GF-7/15/16-8/14/16 PHONE-STREETS	44601090	14	6.09
59637	COMCAST BUSINESS	GF-7/15/16-8/14/16 PHONE-B&G	44601090	15	87.31
59637	COMCAST BUSINESS	GF-7/15/16-8/14/16 PHONE-BLDG INSP	44601090	16	24.37
59637	COMCAST BUSINESS	GF-7/15/16-8/14/16 PHONE-PLANNING	44601090	17	121.85
59637	COMCAST BUSINESS	GF-7/15/16-8/14/16 PHONE-CODE ENF	44601090	18	24.37
59637	COMCAST BUSINESS	CPR-7/15/16-8/14/16 PHONE-COM CENTER	44601090	19	125.88
59637	COMCAST BUSINESS	CPR-7/15/16-8/14/16 PHONE-SENIORS	44601090	20	62.94
59637	COMCAST BUSINESS	CPR-7/15/16-8/14/16 PHONE-MUSEUM	44601090	21	62.88
59637	COMCAST BUSINESS	UF-7/15/16-8/14/16 PHONE-W LINES	44601090	22	12.18
59637	COMCAST BUSINESS	UF-7/15/16-8/14/16 PHONE-S LINES	44601090	23	6.09
59637	COMCAST BUSINESS	UF-7/15/16-8/14/16 PHONE-WWTP	44601090	24	58.33
59637	COMCAST BUSINESS	UF-7/15/16-8/14/16 PHONE-UB	44601090	25	46.30
59637	COMCAST BUSINESS	RC-7/15/16-8/14/16 PHONE-REC	44601090	26	283.29
Total 59637:					2,245.78
59638	COMCAST CABLE COMM, LLC	GF-8/1-8/31/16 FAX & INTOXILIZER-POLICE	6460159244	1	130.78
59638	COMCAST CABLE COMM, LLC	GF-07/23-08/22/16 CABLE/INTERNET-SHOP	6460164533	1	135.74
Total 59638:					266.52
59639	COREN PRINTING, INC.	GF-BUSINESS CARDS/WHYARD,PELTON-POLICE	80668	1	88.78
Total 59639:					88.78
59640	COUNTERTRADE PRODUCTS INC	GF-VESA MINI CASE-IT	340544	1	81.00
59640	COUNTERTRADE PRODUCTS INC	GF-HPZ240 WORKSTATION-IT	340678	1	3,684.20
59640	COUNTERTRADE PRODUCTS INC	GF-8GB MEMORY-IT	340678	2	372.00
Total 59640:					4,137.20
59641	DBC IRRIGATION SUPPLY	CEM-ROTOR,NOZZLE/RAINBIRD	S244508400	1	488.48
Total 59641:					488.48
59642	DELTA DENTAL PLAN OF COLO	GF-AUG16 DENTAL PLAN	AUGUST-20	1	5,384.44
Total 59642:					5,384.44
59643	FARIS MACHINERY COMPANY	GF-TUBE BROOM,SIDE BROOM	C17513	1	830.00
Total 59643:					830.00
59644	FORT LUPTON PACKING & SHIPPIN	GF-SHEET PROTECTORS/JUL 4TH-LEGIST	13836	1	1.70
Total 59644:					1.70
59645	GATOR RUBBISH REMOVAL LLC	CEM-2016 MEMORIAL DAY PORTOLETS	324199 MEM	1	441.00
59645	GATOR RUBBISH REMOVAL LLC	GF-JUL 4TH 2016 RUBBISH PICKUP-LEGIST	324201	1	1,475.00
Total 59645:					1,916.00

Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount
59646	GOVCONNECTION	GF-Z240 WORKSTATION-IT	53950043	1	3,665.24
59646	GOVCONNECTION	GF-8GM MEMORY-IT	53950043	2	372.08
Total 59646:					4,037.32
59647	HD SUPPLY WATERWORKS, LTD	UF-VALVE BOX,TUBING-WL	F719625	1	965.00
59647	HD SUPPLY WATERWORKS, LTD	UF-CURB BOX W ROD-WL	F807473	1	768.06
59647	HD SUPPLY WATERWORKS, LTD	UF-INSERTS,CALMPS,STRAPS,FITTINGS-WL	F814710	1	728.79
Total 59647:					2,461.85
59648	INSIGHT PUBLIC SECTOR INC	GF-AUTOCAD DESIGN SUITE PREMIUM-IT	1100486814	1	5,930.45
59648	INSIGHT PUBLIC SECTOR INC	GF-AUTOCAD SUPPORT-IT	1100486814	2	750.56
Total 59648:					6,681.01
59649	J & T CONSULTING INC	UF-MAY/JUN16 WATER ENGINEERING-WTR TRMT	1891	1	3,169.60
Total 59649:					3,169.60
59650	JOHN DEERE FINANCIAL	CEM-CHAIN LINK,LIFT LINK, NUT,FREIGHT	481501	1	94.83
Total 59650:					94.83
59651	KEVIN E BARKLEY	GF-GREELEY/FT LUPTON-POLICE	JUN16 MILE	1	22.68
Total 59651:					22.68
59652	KONE INC	REC-06/01-06/30/16 MAINT AGREE	949364494	1	140.80
Total 59652:					140.80
59653	L.G. EVERIST, INC	UF-SQUEEGEE 14.84	330066	1	51.94
Total 59653:					51.94
59654	LAWS	GF-REPLACEMENT MDT FOR CODE TRUCK-IT	11490	1	3,902.72
Total 59654:					3,902.72
59655	LOUIS A GRESH	GF-07/05&07/19 COURT ARRAIGNMENTS	JUL16 COU	1	1,500.00
Total 59655:					1,500.00
59656	MEANDERING WITH MARY	CPR-JUL16 CASINO TRIP-SENIORS	07.12.16 CA	1	91.00
Total 59656:					91.00
59657	METROWEST NEWSPAPERS	GF-PUBLIC HEARING VILLANO HZ WELLS	25401951 07	1	16.72
59657	METROWEST NEWSPAPERS	GF-PUBLIC NOTICE ORD2016-1001-LEGIST	25401951 07	2	39.16
59657	METROWEST NEWSPAPERS	GF-PUBLIC NOTICE ORD2016-1002-LEGIST	25401951 07	3	34.32
59657	METROWEST NEWSPAPERS	GF-PUB HEARING AMENDMENT-LEGIST	25401951 07	1	10.56
59657	METROWEST NEWSPAPERS	GF-PUBLIC NOTICE HARGETTS HEROS-LEGIST	25401951 07	3	16.72
Total 59657:					117.48

Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount
59658	MSEC	GF-CO NEW PREGNANCY ACCD LAWS-HR	0000105309	1	159.00
Total 59658:					159.00
59659	MUTUAL OF OMAHA	GF-AUG'16 LTD PREM FOR GOLF	549148896	1	48.31
59659	MUTUAL OF OMAHA	GF-AUG'16 LTD PREM FOR LIB	549148896	2	99.40
59659	MUTUAL OF OMAHA	GF-AUG'16 LTD PREM-ADMIN SVCS	549148896	3	16.40
59659	MUTUAL OF OMAHA	GF-AUG'16 LTD PREM-COURT	549148896	4	25.21
59659	MUTUAL OF OMAHA	GF-AUG'16 LTD PREM-CITY CLERK	549148896	5	54.39
59659	MUTUAL OF OMAHA	GF-AUG'16 LTD PREM-HR	549148896	6	30.94
59659	MUTUAL OF OMAHA	GF-AUG'16 LTD PREM-CITY ADMIN	549148896	7	40.53
59659	MUTUAL OF OMAHA	GF-AUG'16 LTD PREM-FINANCE	549148896	8	65.07
59659	MUTUAL OF OMAHA	GF-AUG'16 LTD PREM-IT	549148896	9	21.11
59659	MUTUAL OF OMAHA	GF-AUG'16 LTD PREM-POLICE	549148896	10	207.85
59659	MUTUAL OF OMAHA	GF-AUG'16 LTD PREM-COMM SVC	549148896	11	10.08
59659	MUTUAL OF OMAHA	GF-AUG'16 LTD PREM-RECORDS	549148896	12	12.58
59659	MUTUAL OF OMAHA	GF-AUG'16 LTD PREM-STREETS	549148896	13	42.04
59659	MUTUAL OF OMAHA	GF-AUG'16 LTD PREM-B&G	549148896	14	61.36
59659	MUTUAL OF OMAHA	GF-AUG'16 LTD PREM-PLANNING	549148896	15	52.00
59659	MUTUAL OF OMAHA	GF-AUG'16 LTD PREM-CODE	549148896	16	10.78
59659	MUTUAL OF OMAHA	CPR-AUG'16 LTD PREM-COMM CTR	549148896	17	45.76
59659	MUTUAL OF OMAHA	CPR-AUG'16 LTD PREM-SENIORS	549148896	18	10.18
59659	MUTUAL OF OMAHA	UF-AUG'16 LTD PREM-WATER LINES	549148896	19	34.71
59659	MUTUAL OF OMAHA	UF-AUG'16 LTD PREM-SEWER LINES	549148896	20	30.81
59659	MUTUAL OF OMAHA	UF-AUG'16 LTD PREM-UB	549148896	21	9.36
59659	MUTUAL OF OMAHA	UF-AUG'16 LTD PREM-STORM DRAIN	549148896	22	2.68
59659	MUTUAL OF OMAHA	REC-AUG'16 LTD PREM-REC	549148896	23	59.74
59659	MUTUAL OF OMAHA	CEM-AUG'16 LTD PREM-CEM	549148896	24	6.97
59659	MUTUAL OF OMAHA	GF-AUG'16 LI & AD&D PREM FOR GOLF	549148896	25	37.24
59659	MUTUAL OF OMAHA	GF-AUG'16 LI & AD&D PREM FOR LIB	549148896	26	68.19
59659	MUTUAL OF OMAHA	GF-AUG'16 LI & AD&D PREM-ADMIN SVCS	549148896	27	12.73
59659	MUTUAL OF OMAHA	GF-AUG'16 LI & AD&D PREM-COURT	549148896	28	19.34
59659	MUTUAL OF OMAHA	GF-AUG'16 LI & AD&D PREM-CITY CLERK	549148896	29	41.61
59659	MUTUAL OF OMAHA	GF-AUG'16 LI & AD&D PREM-HR	549148896	30	23.74
59659	MUTUAL OF OMAHA	GF-AUG'16 LI & AD&D PREM-CITY ADMIN	549148896	31	24.31
59659	MUTUAL OF OMAHA	GF-AUG'16 LI & AD&D PREM-FINANCE	549148896	32	46.70
59659	MUTUAL OF OMAHA	GF-AUG'16 LI & AD&D PREM-IT	549148896	33	16.15
59659	MUTUAL OF OMAHA	GF-AUG'16 LI & AD&D PREM-POLICE	549148896	34	158.99
59659	MUTUAL OF OMAHA	GF-AUG'16 LI & AD&D PREM-COMM SVC	549148896	35	7.69
59659	MUTUAL OF OMAHA	GF-AUG'16 LI & AD&D PREM-RECORDS	549148896	36	9.62
59659	MUTUAL OF OMAHA	GF-AUG'16 LI & AD&D PREM-STREETS	549148896	37	32.29
59659	MUTUAL OF OMAHA	GF-AUG'16 LI & AD&D PREM-B&G	549148896	38	47.11
59659	MUTUAL OF OMAHA	GF-AUG'16 LI & AD&D PREM-PLANNING	549148896	39	39.51
59659	MUTUAL OF OMAHA	GF-AUG'16 LI & AD&D PREM-CODE	549148896	40	5.43
59659	MUTUAL OF OMAHA	CPR-AUG'16 LI & AD&D PREM-COMM CTR	549148896	41	34.77
59659	MUTUAL OF OMAHA	CPR-AUG'16 LI & AD&D PREM-SENIORS	549148896	42	7.79
59659	MUTUAL OF OMAHA	UF-AUG'16 LI & AD&D PREM-WATER LINES	549148896	43	26.55
59659	MUTUAL OF OMAHA	UF-AUG'16 LI & AD&D PREM-SEWER LINES	549148896	44	23.65
59659	MUTUAL OF OMAHA	UF-AUG'16 LI & AD&D PREM-UB	549148896	45	7.18
59659	MUTUAL OF OMAHA	UF-AUG'16 LI & AD&D PREM-STORM DRAIN	549148896	46	2.04
59659	MUTUAL OF OMAHA	REC-AUG'16 LI & AD&D PREM-REC	549148896	47	46.35
59659	MUTUAL OF OMAHA	CEM-AUG'16 LI & AD&D PREM-CEM	549148896	48	5.31
59659	MUTUAL OF OMAHA	GF-AUG'16 ADD'L LI/AD&D PREM-HR	549148896	49	1,281.52
Total 59659:					3,024.07

Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount
59660	NEVE'S UNIFORMS & EQUIPMENT	GF-PANTS,SHIRTS,CAP,BOOTS/GROSSMAN-POLICE	LN-337543	1	524.67
59660	NEVE'S UNIFORMS & EQUIPMENT	GF-BASEBALL CAP/GROSSMAN-POLICE	LN-337751	1	11.95
Total 59660:					536.62
59661	NORTHERN COLO CONSTRUCTOR	UF-REFUND HYD METER DEPOSIT	41980600 R	1	1,500.00
Total 59661:					1,500.00
59662	PEPSI-COLA COMPANY	REC-DRINKS FOR CENTER	37591515	1	398.10
Total 59662:					398.10
59663	PURIFOY CHEV CO	GF-08 CHEV UPLANDER REPAIR-CODE	223679	1	1,187.02
Total 59663:					1,187.02
59664	ROCKY MTN INFO NETWORK	GF-JUL16 TO JUL17 MEMBERSHIP-POLICE	20463	1	50.00
Total 59664:					50.00
59665	THE CONSOLIDATED MUTUAL	UF-MAY16 ELECTRIC USAGE-PERRY PIT DISCHG PUMP	ELECTRIC M	1	137.61
59665	THE CONSOLIDATED MUTUAL	UF-MAY16 ELECTRIC USAGE-PERRY PIT WELLC	MAY16 ELE	1	32.43
59665	THE CONSOLIDATED MUTUAL	UF-MAY16 ELECTRIC USAGE-PERRY PIT WELLB	MAY16 ELE	1	44.31
Total 59665:					214.35
59666	TODD HODGES DESIGN, LLC	GF-07/11-07/24/2016 PLANNING SVCS	2897	1	4,866.25
59666	TODD HODGES DESIGN, LLC	GF-07/11-07/24/2016 ECON DEV SVCS	2897	2	4,415.00
59666	TODD HODGES DESIGN, LLC	GF-07/11-07/24/2016 HOLTON ADM VAR 2016-002	2897	3	240.00
Total 59666:					9,521.25
59667	TOSHIBA FINANCIAL SERVICES	GF-JUN/JUL16 TRANS BILLING COPIER LEASE-POLICE	308514330	1	157.44
59667	TOSHIBA FINANCIAL SERVICES	GF-JUN/JUL16 TRANS BILLING COPIER LEASE-FINANCE	308514330	2	157.45
59667	TOSHIBA FINANCIAL SERVICES	GF-JUN/JUL16 TRANS BILLING COPIER LEASE-ADMIN	308514330	3	157.45
59667	TOSHIBA FINANCIAL SERVICES	REC-JUN/JUL16 TRANS BILLING COPIER LEASE	308514330	4	157.45
59667	TOSHIBA FINANCIAL SERVICES	GF-06/10-07/10/16 COPIER LEASE-IT	309134799	1	346.41
59667	TOSHIBA FINANCIAL SERVICES	GF-06/10-07/10/16 COPIER LEASE-POLICE	309134799	2	346.40
59667	TOSHIBA FINANCIAL SERVICES	GF-06/10-07/10/16 COPIER LEASE-FINANCE	309134799	3	346.41
59667	TOSHIBA FINANCIAL SERVICES	GF-06/10-07/10/16 COPIER LEASE-ADMIN	309134799	4	346.40
59667	TOSHIBA FINANCIAL SERVICES	REC-06/10-07/10/16 COPIER LEASE	309134799	5	346.40
59667	TOSHIBA FINANCIAL SERVICES	GOLF-06/10-07/10/16 COPIER LEASE	309134799	6	197.36
59667	TOSHIBA FINANCIAL SERVICES	GOLF-06/10-07/10/16 LATE FEE	309134799	7	41.56
59667	TOSHIBA FINANCIAL SERVICES	GF-06/10-07/10/16 COPIES-IT	309134799	8	5.64
59667	TOSHIBA FINANCIAL SERVICES	GF-06/10-07/10/16 COPIES-HR	309134799	9	72.01
59667	TOSHIBA FINANCIAL SERVICES	GF-06/10-07/10/16 COPIES-PLANNING	309134799	10	50.23
59667	TOSHIBA FINANCIAL SERVICES	GF-06/10-07/10/16 COPIES-POLICE	309134799	11	32.89
59667	TOSHIBA FINANCIAL SERVICES	GF-06/10-07/10/16 COPIES-FINANCE	309134799	12	74.00
59667	TOSHIBA FINANCIAL SERVICES	UF-06/10-07/10/16 COPIES-UTIL BILL	309134799	13	18.50
59667	TOSHIBA FINANCIAL SERVICES	GF-06/10-07/10/16 COPIES-COURT	309134799	14	6.17
59667	TOSHIBA FINANCIAL SERVICES	GF-06/10-07/10/16 COPIES-ADMIN	309134799	15	32.90
59667	TOSHIBA FINANCIAL SERVICES	REC-06/10-07/10/16 COPIES	309134799	16	32.90

Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount
Total 59667:					2,925.97
59668	TRAILER SOURCE INC	GF-2016 PJ 16' TRAILER-B&G	07122016	1	2,996.00
Total 59668:					2,996.00
59669	TYLER TECHNOLOGIES	GF-COURT SOFTWARE-IT	025-161691	1	7,440.00
Total 59669:					7,440.00
59670	UNITED POWER	UF-6/14/16-7/14/16 ELECTRIC-WTR TANK&PUMP	1195501 JUL	1	1,947.60
59670	UNITED POWER	GF-6/14/16-7/14/16 ELECTRIC-B&G SPRINKLER CONTROL	1207701 JUL	1	21.09
59670	UNITED POWER	GF-6/14/16-7/14/16 ELECTRIC-B&G 10 HP PUMP	1223101 JUL	1	20.00
59670	UNITED POWER	UF-6/14/16-7/14/16 ELECTRIC-SEWER LIFT STA	1240301 JUL	1	109.27
59670	UNITED POWER	GF-6/14/16-7/14/16 ELECTRIC-PEARSON PK BALLFIELD	1241801 JUL	1	283.78
59670	UNITED POWER	GF-6/14/16-7/14/16 ELECTRIC-PEARSON PK	1241903 JUL	1	744.20
59670	UNITED POWER	UF-6/14/16-7/14/16 ELECTRIC-WELL #4	1276101 JUL	1	950.64
59670	UNITED POWER	CPR-6/14/16-7/14/16 ELECTRIC-MUSEUM	1295501 JUL	1	215.44
59670	UNITED POWER	UF-6/14/16-7/14/16 ELECTRIC-WELL #5	1296101 JUL	1	40.93
59670	UNITED POWER	GF-6/14/16-7/14/16 ELECTRIC-1ST & MCKINLEY TR SIG	1299501 JUL	1	113.63
59670	UNITED POWER	GF-6/14/16-7/14/16 ELECTRIC-CITY HALL	1302801 JUL	1	1,907.37
59670	UNITED POWER	UF-6/14/16-7/14/16 ELECTRIC-WELL #1	1302901 JUL	1	110.91
59670	UNITED POWER	UF-6/14/16-7/14/16 ELECTRIC-WELL #3	1316801 JUL	1	1,441.03
59670	UNITED POWER	GF-6/14/16-7/14/16 ELECTRIC-STREET LIGHTS	1322501 JUL	1	6,190.64
59670	UNITED POWER	CEM-6/14/16-7/14/16 ELECTRIC-CEMETERY	1360303 JUL	1	57.93
59670	UNITED POWER	CPR-6/14/16-7/14/16 ELECTRIC-REC SIGN	13842400 JU	1	61.20
59670	UNITED POWER	GF-6/14/16-7/14/16 ELECTRIC-S LIFT STATION	18057500 JU	1	391.15
59670	UNITED POWER	GF-6/14/16-7/14/16 ELECTRIC-FT LUPTON FLASH	3399301 JUL	1	52.70
59670	UNITED POWER	CPR-25% 6/14/16-7/14/16 ELECTRIC-COMM CTR	6779701 JUL	1	2,290.62
59670	UNITED POWER	REC-75% 6/14/16-7/14/16 ELECTRIC-REC	6779701 JUL	2	6,871.84
59670	UNITED POWER	UF-6/14/16-7/14/16 ELECTRIC-WWTP	704901 JULY	1	8,249.61
59670	UNITED POWER	GF-6/14/16-7/14/16 ELECTRIC-GAZEBO	7225800 JUL	1	21.09
59670	UNITED POWER	GF-6/14/16-7/14/16 ELECTRIC-SHOP	733101 JULY	1	192.11
59670	UNITED POWER	UF-6/14/16-7/14/16 ELECTRIC-WELL #13	762901 JULY	1	1,809.89
59670	UNITED POWER	UF-6/14/16-7/14/16 ELECTRIC-N LIFT STATION	8976200 JUL	1	804.80
Total 59670:					34,899.47
59671	WAGNER EQUIPMENT CO.	UF-VALVE,WIRES-WATERLINE	P00C189760	1	73.28
59671	WAGNER EQUIPMENT CO.	UF-VALVE,WIRES-SEWERLINE	P00C189760	2	73.28
Total 59671:					146.56
59672	WALK RIGHT IN/	UF-2ND HEP B, PRE-SCREEN-	74391 07072	1	100.00
Total 59672:					100.00
59673	WELD COUNTY DETENTION	GF-JUN16 DETENTION SVCS-COURT	JUN16 DETE	1	1,555.56
Total 59673:					1,555.56
59674	WOHNRADE CIVIL ENGINEERS INC	SSTX-AM 2016-095 WCR 16 PROJECT MANAGEMENT-STREETS	1366	1	5,159.19

Check No	Payee	Invoice Description	Invoice No	Seq	Seq Amount
Total 59674:					5,159.19
59675	XCEL ENERGY-GAS	GF-JUN/JUL16 GAS USAGE-GOV BLDG	5320352381	1	89.73
Total 59675:					89.73
9001291	COLORADO DEPT OF REVENUE	REC-JUN16 REC SALES TAX	REC SALES	1	65.63 M
9001291	COLORADO DEPT OF REVENUE	REC-JUN16 REC SALES TAX(OVERAGE)	REC SALES	2	4.26- M
9001291	COLORADO DEPT OF REVENUE	REC-JUN16 REC SALES TAX VENDING	REC SALES	3	58.63 M
Total 9001291:					120.00
9001292	COLORADO STATE TREASURER	GF-2016 2NDSTQTR SUTA	2ND QUART	1	1,936.96 M
9001292	COLORADO STATE TREASURER	GF-2016 2NDSTQTR SUTA	2ND QUART	4	393.87 M
9001292	COLORADO STATE TREASURER	CPR-2016 2NDSTQTR SUTA	2ND QUART	5	203.53 M
9001292	COLORADO STATE TREASURER	GF-2016 2NDSTQTR SUTA	2ND QUART	6	247.00 M
9001292	COLORADO STATE TREASURER	GF-2016 2NDSTQTR SUTA-STORM	2ND QUART	7	8.20 M
9001292	COLORADO STATE TREASURER	GF-2016 2NDSTQTR SUTA	2ND QUART	8	420.65 M
9001292	COLORADO STATE TREASURER	GF-2016 2NDSTQTR SUTA	2ND QUART	11	293.24 M
9001292	COLORADO STATE TREASURER	CEM-2016 2NDSTQTR SUTA	2ND QUART	12	30.97 M
9001292	COLORADO STATE TREASURER	GF-2016 2NDSTQTR SUTA	2ND QUART	13	.01- M
Total 9001292:					3,534.41
9001293	FIRE & POLICE PENSION ASC	GF-07/22/16 FPPA CONTRIBUTIONS-POLICE	FPPA CONT	1	961.74 M
Total 9001293:					961.74
Grand Totals:					192,714.41

Report Criteria:

Report type: GL detail

Check.Voided = (=) No

[Report].Check GL Account = "1000010100"."2082059075" ,"3000010100"."5082059090","7000010100"."9999999999"

1472

Todd Hodges Design, LLC
2412 Denby Court
Fort Collins, Colorado 80526
970-613-8556

Invoice

Date	Invoice #
7/24/2016	2897

Bill To
City of Fort Lupton Attn: Claud Hanes 130 S. McKinley Avenue Fort Lupton, Colorado 80621

Terms	Project	Project Number
Due on receipt		Fort Lupton

Item	Description	Qty	Rate	Serviced	Amount
Consulting 1	planning services July 11 - July 24, 2016	76.17	125.00		9,521.25

Please remit to above address. Thank you for your business.		Total	\$9,521.25
		Payments/Credits	\$0.00
		Balance Due	\$9,521.25

Phone #
970-613-8556

Job	Clocked In	Clocked Out	Duration	Comment
Economic dev	7/11/2016 7:29	7/11/2016 8:08	0.65	Sites, calls
Fort Lupton	7/11/2016 8:08	7/11/2016 8:21	0.22	Calls, updates, staff mtg
Fort Lupton	7/11/2016 8:08	7/11/2016 17:35	9.35	Calls, staff mtg, staff items, AMs, code
Fort Lupton	7/12/2016 7:03	7/12/2016 7:28	0.42	Messages, emails, schedules
Fort Lupton	7/12/2016 8:20	7/12/2016 8:55	0.58	Calls
Fort Lupton	7/12/2016 9:51	7/12/2016 10:17	0.43	Calls
Economic dev	7/12/2016 12:15	7/12/2016 12:27	0.2	Calls on potential water
Fort Lupton	7/12/2016 12:51	7/12/2016 14:38	1.78	AM for easement and AM for Anadarko extension.
Economic dev	7/13/2016 7:23	7/13/2016 8:35	1.2	Calls, updates, follow up on new projects
Fort Lupton	7/13/2016 8:35	7/13/2016 13:45	5.17	Staff mtg, updates, calls, chamber, mtgs, emails, AMs
Holton adm variance	7/13/2016 16:20	7/13/2016 18:15	1.92	Review, mtg on variance
Fort Lupton	7/13/2016 18:15	7/13/2016 22:08	3.88	Town hall, updates
Economic dev	7/14/2016 7:01	7/14/2016 17:50	10.52	Calls, mtgs, sites, ams, walk in mtgs
Fort Lupton	7/15/2016 8:17	7/15/2016 10:27	2.17	Calls, staff items, schedules
Economic dev	7/15/2016 11:23	7/15/2016 12:27	1.07	Calls on projects and mtg schedules, updates
Fort Lupton	7/18/2016 9:33	7/18/2016 20:46	9.63	Calls, am prep, walk in mtgs, pre aps, zoning, site, updates, Council
Economic dev	7/19/2016 7:10	7/19/2016 16:33	8.98	Calls, mtgs, iga mtgs, potential project mtgs, updates, code, range items
Fort Lupton	7/20/2016 7:19	7/20/2016 12:37	5.3	Calls, staff prep, sites, staff mtg, mining permit, schedules, zoning compliance
Economic dev	7/20/2016 12:40	7/20/2016 16:56	4.27	Calls, mtgs on projects, site visit, schedules, annexation
Economic dev	7/21/2016 11:32	7/21/2016 12:44	1.2	Calls
Economic dev	7/22/2016 7:22	7/22/2016 13:30	6.13	Calls, mtg on range, calls on annexation
Economic dev	7/24/2016 11:17	7/24/2016 12:23	1.1	Schedules, permits, potential project schedules, voice mail
total time:				76.17

Todd Hodges

From: THDLLC <toddhodgesdesign@qwestoffice.net>
Sent: Monday, July 25, 2016 8:51 AM
To: toddhodgesdesign@qwestoffice.net
Subject: Time tracking data export
Attachments: CSVExport.csv; Untitled attachment 00359.txt; TotalsCSVExport.csv; Untitled attachment 00362.txt

Mon 7/11/16:

Economic dev, 7:29 AM to 8:08 AM (0.65h) at \$125.00/hour for \$81.25 (Sites, calls)
Fort Lupton, 8:08 AM to 8:21 AM (0.22h) for \$27.08 (Calls, updates, staff mtg) Fort Lupton, 8:08 AM to 5:35 PM (9.35h)
for \$1,168.75 (Calls, staff mtg, staff items, AMs, code) 0.1h break, 12:35 PM to 12:41 PM

Total: 10.22h (\$1,277.08)

Tue 7/12/16:

Fort Lupton, 7:03 AM to 7:28 AM (0.42h) for \$52.08 (Messages, emails, schedules) Fort Lupton, 8:20 AM to 8:55 AM
(0.58h) for \$72.92 (Calls) Fort Lupton, 9:51 AM to 10:17 AM (0.43h) for \$54.17 (Calls) Fort Lupton, 12:15 PM to 12:15 PM
(0h) Economic dev, 12:15 PM to 12:27 PM (0.2h) for \$25.00 (Calls on potential water) Fort Lupton, 12:51 PM to 2:38 PM
(1.78h) for \$222.92 (AM for easement and AM for Anadarko extension.)

Total: 3.42h (\$427.08)

Wed 7/13/16:

Economic dev, 7:23 AM to 8:35 AM (1.2h) for \$150.00 (Calls, updates, follow up on new projects) Fort Lupton, 8:35 AM
to 1:45 PM (5.17h) for \$645.83 Staff mtg, updates, calls, chamber, mtgs, emails, AMs

Holton adm variance, 4:20 PM to 6:15 PM (1.92h) for \$239.58 (Review, mtg on variance) Fort Lupton, 6:15 PM to 10:08
PM (3.88h) for \$485.42 (Town hall, updates)

Total: 12.17h (\$1,520.83)

Thu 7/14/16:

Economic dev, 7:01 AM to 5:50 PM (10.52h) for \$1,314.58 (Calls, mtgs, sites, ams, walk in mtgs) 0.3h break, 12:50 PM to
1:08 PM

Total: 10.52h (\$1,314.58)

Fri 7/15/16:

Fort Lupton, 8:17 AM to 10:27 AM (2.17h) for \$270.83 (Calls, staff items, schedules) Economic dev, 11:23 AM to 12:27
PM (1.07h) for \$133.33 (Calls on projects and mtg schedules, updates)

Total: 3.23h (\$404.17)

Mon 7/18/16:

Fort Lupton, 9:33 AM to 8:46 PM (9.63h) for \$1,204.17 0.75h break, 12:15 PM to 1:00 PM 0.83h break, 5:10 PM to 6:00
PM

Calls, am prep, walk in mtgs, pre aps, zoning, site, updates, Council

Total: 9.63h (\$1,204.17)

Tue 7/19/16:

Economic dev, 7:10 AM to 4:33 PM (8.98h) for \$1,122.92 0.4h break, 12:14 PM to 12:38 PM

Calls, mtgs, iga mtgs, potential project mtgs, updates, code, range items

Total: 8.98h (\$1,122.92)

Wed 7/20/16:

Fort Lupton, 7:19 AM to 12:37 PM (5.3h) for \$662.50 Calls, staff prep, sites, staff mtg, mining permit, schedules, zoning compliance

Economic dev, 12:40 PM to 4:56 PM (4.27h) for \$533.33 Calls, mtgs on projects, site visit, schedules, annexation

Total: 9.57h (\$1,195.83)

Thu 7/21/16:

Economic dev, 11:32 AM to 12:44 PM (1.2h) for \$150.00 (Calls)

Total: 1.2h (\$150.00)

Fri 7/22/16:

Economic dev, 7:22 AM to 1:30 PM (6.13h) for \$766.67 (Calls, mtg on range, calls on annexation)

Total: 6.13h (\$766.67)

Sun 7/24/16:

Economic dev, 11:17 AM to 12:23 PM (1.1h) for \$137.50 Schedules, permits, potential project schedules, voice mail

Total: 1.1h (\$137.50)

Grand Total: 76.17h (\$9,520.83)

PO # 3007
RV

Invoice

Acklam Inc.
195 Telluride St., Suite 7
Brighton, CO 80601
303-659-6267

Date	Invoice #
7/12/2016	2141

Bill To
City of Ft. Lupton Roy L Vestal, P.E. 130 S. McKinley Fort Lupton, CO 80621

Project
169007 FT LUPTON cr 23.5 HISTORIC PARKWAY
APPROVER:
R Vestal, P.E.

JOB #	Date Range:	PURCHASE ORDER
	06.01-06.28.2016	

DESCRIPTION	ITEM CODE	QTY.	U/M	RATE	AMOUNT
2 person crew; Recover and survey section corners; Locate existing pipelines, if any	2 Survey Crew Locate	34.5		152.00	5,244.00
2 person crew; Stake and survey proposed route	2 Survey Crew Stake	2		152.00	304.00
1 person crew: Recover and survey section corners: Locate existing pipelines, if any:	Survey Crew Locate	7.5		120.00	900.00
Draft exhibits	CAD Drafter	44		80.00	3,520.00
Research and field prep/coordination	Licensed Surveyor 2 Research	4		145.00	580.00

Do not have PO?

10420-53100

POSTED

TAX ID # 90-0725006		Total	\$10,548.00
PAYMENT TERMS	Due on receipt	Payments/Credits	\$0.00
		Balance Due	\$10,548.00

Date	Employee/Vendor	Customer/Job	Service	Description	Hours
6/22/2016	William J. Reinhold	OTHER: 169007 FT LUPTON cr 23.5 HISTORIC PARKWAY	AD-Admin	Talk w/ Mark and Johnny about locates.	4
6/17/2016	Phillip Ibarra	OTHER: 169007 FT LUPTON cr 23.5 HISTORIC PARKWAY	AD-Admin	Look for PRC, Survey Control and Set Benchmarks w/ Monty	0.5
6/13/2016	Phillip Ibarra	OTHER: 169007 FT LUPTON cr 23.5 HISTORIC PARKWAY	AD-Admin	Route Survey and Locate Locates w/ Monty	8
6/10/2016	Phillip Ibarra	OTHER: 169007 FT LUPTON cr 23.5 HISTORIC PARKWAY	AD-Admin	topo and profile with monty	8
6/8/2016	William J. Reinhold	OTHER: 169007 FT LUPTON cr 23.5 HISTORIC PARKWAY	AD-Admin	STARTED CONTROL ON ROAD 23 1/2, NORTH OF ROAD 14 1/2 W / PHIL I	3
6/2/2016	Montgomery J Wallace	OTHER: 169007 FT LUPTON cr 23.5 HISTORIC PARKWAY	AD-Admin	Control w/ Monty	8
6/2/2016	Phillip Ibarra	OTHER: 169007 FT LUPTON cr 23.5 HISTORIC PARKWAY	AD-Admin	Worked on existing conditions surveys.	8
6/28/2016	Sean Fred	OTHER: 169007 FT LUPTON cr 23.5 HISTORIC PARKWAY	DM:CAD Drafter	Worked on existing conditions surveys.	8
6/24/2016	Sean Fred	OTHER: 169007 FT LUPTON cr 23.5 HISTORIC PARKWAY	DM:CAD Drafter	Import and plot field data from 6/22/16	5
6/23/2016	David Hooftagle	OTHER: 169007 FT LUPTON cr 23.5 HISTORIC PARKWAY	DM:CAD Drafter	Scaled data to ground coordinates (adjust elevations)	1
6/23/2016	David Hooftagle	OTHER: 169007 FT LUPTON cr 23.5 HISTORIC PARKWAY	DM:CAD Drafter	Worked on existing conditions surveys.	8
6/22/2016	Sean Fred	OTHER: 169007 FT LUPTON cr 23.5 HISTORIC PARKWAY	DM:CAD Drafter	Worked on existing conditions surveys.	8
6/22/2016	Sean Fred	OTHER: 169007 FT LUPTON cr 23.5 HISTORIC PARKWAY	DM:CAD Drafter	Import and plot field data from 6/17/16	1
6/14/2016	David Hooftagle	OTHER: 169007 FT LUPTON cr 23.5 HISTORIC PARKWAY	DM:CAD Drafter	Import and plot field data from 6/13/16	2
6/14/2016	David Hooftagle	OTHER: 169007 FT LUPTON cr 23.5 HISTORIC PARKWAY	DM:CAD Drafter	Import and plot field data from 6/10/16	4
6/9/2016	David Hooftagle	OTHER: 169007 FT LUPTON cr 23.5 HISTORIC PARKWAY	DM:CAD Drafter	Import and plot field data from 6/8/16	2
6/8/2016	David Hooftagle	OTHER: 169007 FT LUPTON cr 23.5 HISTORIC PARKWAY	DM:CAD Drafter	Import and plot field data from 6/2/16, Calculate boundary, Create base drawing	4
6/28/2016	Robert Loane, III	OTHER: 169007 FT LUPTON cr 23.5 HISTORIC PARKWAY	LS:Licensed Surveyor 2	Research on Historic Parkway	44
6/27/2016	Robert Loane, III	OTHER: 169007 FT LUPTON cr 23.5 HISTORIC PARKWAY	LS:Licensed Surveyor 2	Working on Sakata Deed / Research	2
6/10/2016	Montgomery J Wallace	OTHER: 169007 FT LUPTON cr 23.5 HISTORIC PARKWAY	SV1:Survey Crew	OFFICE LINE OUT / LOAD FILE	4
6/10/2016	William E Spencer Jr	OTHER: 169007 FT LUPTON cr 23.5 HISTORIC PARKWAY	SV1:Survey Crew	Research in Greeley Public Works Dept	0.5
6/8/2016	Montgomery J Wallace	OTHER: 169007 FT LUPTON cr 23.5 HISTORIC PARKWAY	SV1:Survey Crew	TOPO HISTORIC PARKWAY (SOLO)	3
6/27/2016	Johnny R Prime	OTHER: 169007 FT LUPTON cr 23.5 HISTORIC PARKWAY	SV2:2 Survey Crew	Staked ROW and shot top bank of canal	4
6/22/2016	Johnny R Prime	OTHER: 169007 FT LUPTON cr 23.5 HISTORIC PARKWAY	SV2:2 Survey Crew	Located existing utilities.	7.5
6/17/2016	Johnny R Prime	OTHER: 169007 FT LUPTON cr 23.5 HISTORIC PARKWAY	SV2:2 Survey Crew	Located additional utilities	3
6/13/2016	Montgomery J Wallace	OTHER: 169007 FT LUPTON cr 23.5 HISTORIC PARKWAY	SV2:2 Survey Crew	PROP CORNER SEARCH / SET BENCH MARKS W / PHIL I	4
6/10/2016	Montgomery J Wallace	OTHER: 169007 FT LUPTON cr 23.5 HISTORIC PARKWAY	SV2:2 Survey Crew	TOPO ROW / LOCATES W / PHIL I	8
6/7/2016	William E Spencer Jr	OTHER: 169007 FT LUPTON cr 23.5 HISTORIC PARKWAY	SV2:2 Survey Crew	Ft Lupton job Control w/Scott	7.5
6/8/2016	Montgomery J Wallace	OTHER: 169007 FT LUPTON cr 23.5 HISTORIC PARKWAY	SV2:2 Survey Crew	TOPO HISTORIC PARKWAY W / BILL R	34.5
					2

Vendor # 1490

1490



J&T Consulting, Inc.
305 Denver Avenue - Suite D
Fort Lupton, CO 80631
303-857-6222

Invoice #: 1891

Bill to:

City of Fort Lupton
Attn: Claud Hanes, City Administrator
130 South McKinley Avenue
Fort Lupton, CO 80621

Invoice Date: 7/15/2016
Date Due: 8/14/2016

Project: 2016 Water Rights Engineering
Services in May/June 2016

JT Project # 16121

Item Description				Amount
	Staff	Hours	Hourly Rate	
Water Resource Planning: Meetings/Correspondence - Coordination with Todd Williams and meetings with Tri-State and City of Fort Lupton staff on agreements for pipeline, terminal storage, aug storage, aug station, etc. Coordination with OMI staff on Perry Pit pumping.				
	JCY	8	\$ 105	\$840.00
	TPY	6	\$ 85	\$510.00
	CS	0	\$ 75	\$0.00
	WS	0	\$ 75	\$0.00
				Subtotal: \$1,350.00
Decree Accounting - Coyote Creek Flume Readings and Reporting - Section 3 Aug Station Readings and Reporting				
	JCY	4	\$ 105	\$420.00
	TPY	2	\$ 85	\$170.00
	CS	16	\$ 75	\$1,200.00
				Subtotal: \$1,790.00
				Total: \$3,140.00

Expenses	Quantity	Rate	Amount
Copies (B&W - E-mails, etc.)	52	\$0.05	\$2.60
Plots 11x17	12	\$2.25	\$27.00
			Total: \$29.60

Invoice total: \$3,169.60

May-June Water Engineering Thank you for your business!

40-526-53100

\$ 3,169.60

7/15/2016

2322

Invoice



Wohnrade Civil Engineers, Inc.

11582 Colony Row
Broomfield, Colorado 80021

Date	Invoice #
7/1/2016	1366

Bill To
Roy Vestal City of Fort Lupton 130 S. McKinley Avenue Fort Lupton, Colorado 80621

~~2618~~
PO 3038
36,000.00
ZV

Terms	Due Date	Account #	Project
Net 30	7/31/2016	1501.00-CR16	CR16 Road Reconstruction

Description	Amount
<p>Engineering services to provide Construction Management services for the Weld County Road 16 Reconstruction project in Fort Lupton, Colorado. Provide ongoing project management and coordination with Client, contractors, and team consultants.</p> <ul style="list-style-type: none"> - Services performed from June 6 through June 30, 2016 - Services related to the Construction Management Phase of the project - Attend pre-bid meeting on June 16, 2016 and Bid Opening on June 30, 2016 <p>Total at Project Manager/Engineer Rate (44.86 hrs @ \$115/hr)</p>	5,159.19

Total	\$5,159.19
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Balance Due	\$5,159.19
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Two percent (2%) per month charge on unpaid balance.

Phone #
720-259-0965



SUBCONTRACT APPLICATION FOR PAYMENT

Project #: N.A.
 Subcontract #: N.A.
 Title: Civil Engineering
 Due Date: N.A.

Project #: N.A.
 Project Name: Weld County Road 16 Reconstruction
 Project Address: WCR 16 and State Highway 85
 Fort Lupton, Colorado
 Pay Application No. : 1
 Vendor Invoice No. : 1366

Subcontractor: Wohnrade Civil Engineers, Inc.
 11582 Colony Row
 Broomfield, Colorado 80021
 Tel: 720-259-0965
 Fax: 720-259-1519
 Attn: Mary Wohnrade
 Tel: 720-259-0965
 Fax: 720-259-1519

C.O.	Task #	Task Description	Job	Phase	Cat.	Contract Amount	Previous Applications	Work Completed this Application	Total Completed to Date	Balance to Finish
000	01	WCR16 Construction Management Services	N.A.	N.A.	SUB	\$36,000.00	\$0.00	\$5,159.19	\$5,159.19	\$30,840.81
						Contract Amount:	\$0.00	\$5,159.19	\$5,159.19	\$30,840.81

For labor and/or materials under the terms of the Subcontract for the period June 6, 2016 to June 30, 2016.

Signed: Mary B. Wohnrade, P.E. City of Fort Lupton Approval: _____

Date: July 2, 2016 Date: _____

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
July 18, 2016**

The City Council of the City of Fort Lupton met in special session at the City Complex, 130 South McKinley Avenue, the regular meeting place of the City Council, on Monday, July 18, 2016. Mayor Tommy Holton called the meeting to order at 7:00 p.m. and invited everyone to join him in the Pledge of Allegiance.

ROLL CALL

City Clerk Nanette Fornof called the roll. Those present were Mayor Tommy Holton, Mayor Pro Tem Chris Cross (via face time), Councilmembers Bob McWilliams, David Crespin and Zoe Stieber. Also, present were City Administrator Claud Hanes, City Attorney Andy Ausmus, City Clerk Nanette Fornof, City Planner Todd Hodges and Finance Director Leann Perino.

PERSON TO ADDRESS COUNCIL

Jim Salsman, a Fort Lupton resident requested Coyote Creek Golf Course mitigate mosquito at the course; there is standing water on the course. The Mayor indicated he would forward this request to the appropriate staff.

APPROVAL OF AGENDA

There were no additions or deletions to the agenda.

It was moved by Zoe Stieber and seconded by Bob McWilliams to approve the agenda as presented. Motion carried unanimously by a voice vote.

REVIEW OF JULY 18, 2016 PAYABLES

Council reviewed the July 18, 2016 payables. There were no questions or comments.

CONSENT AGENDA

It was moved by Bob McWilliams and seconded by David Crespin to approve the Consent Agenda as presented with the following items: 06202016, City Council Meeting Minutes, Approve the Intergovernmental Agreement with Weld County Concerning the November 8, 2016 Coordinated Election and to Designate Nanette Fornof, City Clerk at the Election Officer for the City of Fort Lupton (AM 2016-093), Approval of the Long-Term Road Maintenance and Improvements Agreement Between Asphalt Specialties Co., and the City of Fort Lupton and Authorizing the Mayor's Execution of the Agreement (AM 2016-101).

Motion carried unanimously by a voice vote.

ACTION AGENDA

AM 2016-094, Accepting City of Fort Lupton's Audit Report of Financial Statements for the Year Ending December 31, 2015

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
July 18, 2016

Finance Director Leann Perino, state CliftonLarsonAllen, LLC has completed their review of the 2015 financial records for the City and the audit and management report have been presented as complete. The statements have also been filed with the State of Colorado Auditor, as well as the Multiple Securities Rule Make Board to keep the City in compliance with the continuing discloser requirement of the City's bond.

It was moved by Zo Stieber and seconded by Bob McWilliams to accept the City of Fort Lupton's audited audit report for the Comprehensive Annual Financial Statement for December 31, 2015. Motion carried unanimously.

AM 2016-095, Award Contracts for Weld County Road 16 Reconstruction Project From General Fund/Streets

The City applied for and was awarded an Energy and Mineral Impact Assistance Grant from the Department of Local Affairs (DOLA) to reconstruct a portion of Weld County Road 16 from Highway 85 to the Union Pacific Railroad. The revised grant budgets a total of \$759,750.00 for the project, \$379,875.00 in grant funds with \$407,774.00 in matching funds from the City (excluded Colorado Department of transportation Rights-of-Way work).

Request for Proposals was advertised on June 7, 2016 with bid opening held on June 30, 2016. Three bids received with Duran Excavating as low bidder for an amount of \$734,289.00.

The project is anticipated to begin early September with completion within 60 days.

The project was funded in the 2016 cycle, half of the budget \$486,000 is in the General Fund offset by a DOLA grant (DOLA contribution is limited to 50% share of construction costs or \$324,340 in current project budget – not to exceed \$379,875). The rest of the budget \$486,000 is in the Street Sales Tax Fund.

The original budget for this project was \$966,550. The revised budget is 902,879 with a city contribution shortage of \$92,540 (budget includes a 10% contingency line item). The current proposed 2016 paving projects are projected to cost \$850,000 of the allotted \$1,000,000 project budget. The shortfall to this budget can be allocated from this budgeted allocation.

It was moved by Chris Cross and seconded by Bob McWilliams approving the revision to the project budget to \$966,550 with \$92,540 to be reallocated from the 2016 Paving Projects budget to the Weld County Road 16 Reconstruction Project. Motion carried unanimously by a roll call vote.

It was moved David Crespin and seconded by Zoe Stieber to award the project construction contract to Duran Excavating, Inc. for a maximum amount of \$734,289, allocated from the Street Sales Tax Fund. Motion carried unanimously by a roll call vote.

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
July 18, 2016

It was moved Chris Cross and seconded by Bob McWilliams to award the Construction Management Contract to Wohnrade Civil Engineers, Inc. for an amount not to exceed \$36,000, allocated from the Street Sales Tax Fund. Motion carried unanimously by a roll call vote.

AM 2016-096, Award Contract for Wastewater Treatment Plant Study to SHE, Inc for \$142,545 from Utility Enterprise Fund

The City's Wastewater Treatment Plant permit with CDPHE will be renewed in 2017. The existing plant has several known deficiencies and is nearing permitted capacity. The proposed study will provide the city with upgrade options, cost estimates and required time frames for improvements. The study will also look at the impacts of regionalizing the plant to accept flows from outside of the city limits.

Request for Qualifications was advertised on April 14, 2016. Fourteen consultants submitted Statements of Qualifications by the May 27, 2016 deadline. City staff review submittals as a Qualifications Based Selection process and interviewed four consultants for the final selection.

Short-Elliott-Hendrickson, Inc. (SEH) was selected as the most qualified and able to work with staff during the study process. Final scope and fees have been negotiated between staff and the consultant.

Anticipated project start date will be July with completion in December 2016.

It was moved by David Crespin and seconded by Bob McWilliams awarding the contract to Shor-Elliott-Hendrickson, Inc. for an amount not to exceed \$142,545.00 allocated from the Utility Fund. Motion carried by a roll call vote.

AM 2016-097, Award Contract to Faris Machinery Company for a Sewer Vac Truck for an Amount not to Exceed \$379,025

The City's existing 2006 VacTruck is an older model that has served the City well. The machine serves several functions for the Public Works Department including potholing utilities, vacuuming out storm drain inlets and jetting/vacuuming sanitary sewer lines. The existing truck has limited storage and water capacity. Faris Machinery Company supplied the City with a quote of \$397,025 for the purchase of 2016 Sewer Vac Truck and also the suggestion of financing through Kansas State Bank (Faris). After further review and inquiries Bank of Colorado (Fort Lupton) offered a superior financing product.

It is anticipated the truck will be delivered in four months.

It was moved by Zoe Stieber and seconded by Chris Cross accepting the proposal from Faris Machinery for the purchase of a 2016 VacTruck for an amount not to exceed \$376,025. Motion carried unanimously by a roll call vote.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
July 18, 2016**

AM 2016-098, Ratifying the Mayor's Signature for a Trail Easement Agreement on the Inouye Property

The City received funding for the construction of a trail from Pearson Park to 14th Street (County Road 14.5). The trail construction is scheduled to begin soon and an easement is required for the portion across the Inouye property between the City property and the 14th Street.

Staff stated the Colorado Department of Transportation is requiring the easement be a "blanket" easement. All parties are working on achieving the specification of the grant. Staff asked Council to approve the easement with the stipulation the description of the easement will be more of a "blanket" type of description. Council stated they would approve the easement description as "blanket", with the caveat if the agreement is to have substantial changes, the agreement would be brought back before Council.

It was moved by Zoe Stieber and seconded by David Crespin to approve the Trail Easement Agreement with amending the property description to "blanket". Motion carried unanimously by a roll call vote.

AM 2016-099, Approval to Award a Contract to Houseal Lavigne Associates, LLC for Professional Services to Perform Work on the 2016 Comprehensive Plan Update in an Amount not to Exceed \$200,000 and Authorize the Mayor's Signature to the Contract

On April 20, 2016, the City released a request for proposals for the 2016 Comprehensive Plan Update on the Rocky Mountain ePurchasing System and the Colorado American Planning Association webpage. The City received several proposals from qualified consultant firms, and through the use of a selection committee, chose two consultant firms to interview for the project. Houseal Lavigne Associates, LLC was chosen as the top choice by the selection committee to carry out the 2016 Comprehensive Plan Update.

The proposed resolution is for City Council approval to award Houseal Lavigne Associates, LLC a contract for professional services to perform the 2016 Comprehensive Plan Update in an amount not to exceed \$200,000.00 and authorize the Mayor's signature to the attached contract.

It was moved by Chris Cross and seconded by Bob McWilliams to approve Resolution 2016R027, A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON AWARDING A CONTRACT TO HOUSEAL LAVIGNE ASSOCIATES, LLC FOR PROFESSIONAL SERVICES TO PERFORM WORK ON THE 2016 COMPREHENSIVE PLAN UPDATE AND AUTHORIZING THE MAYOR'S SIGNATURE TO THE CONTRACT. Motion carried unanimously by a roll call vote.

AM 2016-100, Approve Resolution No. 2016RXXX Approving Merr-McGee Oil and Gas Onshore LP's Extension Request for Oil and Gas Permits to Drill and Produce Eleven New Oil and Gas Well (Referred to as the FL Greens HZ Wells) Located within the Northeast

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
July 18, 2016

1/4, Section 8, Township 1 North, Range 66 West, 6th P.M., City of Fort Lupton, County of Weld, State of Colorado

Kerr-McGee Oil and Gas Onshore LP submitted an extension request for oil and gas permits to drill and produce eleven (11) oil and gas wells, collectively referred to as the FL Greens HZ Wells. The well permits were originally approved by Council on August 3, 2015 and from the issuance of the permit they had until May 2016 to drill and produce the wells. Do to the significant reduction on operations in Colorado the wells were not able to be drilled and produced within the approved timeline. Kerr McGee is requesting the extension on these specific wells be tied to the existing GOGCC permit that will expire in October of 2017.

The City Attorney has reviewed the required along with the City's code. Staff has been given direction begin the process of modifying the existing code specifically refeering to the time frame that oil and gas permits are valid for and including options for extensions.

It was moved by Zoe Stieber and seconded by David Crespin to approve Resolution 2016R028, _ A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING KERR-MCGEE OIL & GAS ONSHORE LP'S EXTENSION REQUEST FOR OIL AND GAS PERMITS TO DRILL AND PRODUCE ELEVEN NEW OIL AND GAS WELLS (REFERRED TO AS THE FL GREENS HZ WELLS) LOCATED WITHIN THE NORTHWEST 1/4, SECTION 8, TOWNSHIP 1 NORTH, RANGE 66 WEST, 6TH P.M., CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO. Motion carried unanimously by a roll call vote.

STAFF REPORTS

Claud Hanes City Administrator indicated the \$2,800 +/- was raised from the "pay your fine" for school supplies. The event was very successful. Also information about the Support Your Police Department Luncheon was provided. The event will be held at the Fort Lupton Rediness Center; lunches are being made by the Coyote Creek Golf Course staff.

Todd Hodges City Planner, thanked Council for signing the agreement for the Comprehensive Plan Agreement and staff will be informing them on upcoming meetings.

MAYOR/COUNCIL REPORTS

Mayor Holton thanked staff for their efforts in making the 4th of July in Fort Lupton a huge success.

Mayor Pro Tem Cross also thanked staff for their efforts; the City has a great team.

Councilmember Stieber stated Mr. Salsman has been in contact with her in regard to the mosquito abatement at the golf course. Ms. Stieber provided City staff with a mosquito abatement product.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
July 18, 2016**

FUTURE CITY EVENTS

July 27, 2016 Town Hall Meeting – City Hall, 130 S McKinley Avenue- 6:30-7:30 P.M.

August 2, 2016 National Night Out – Koshio Park – 5:30 – 8:30 p.m.

ADJOURNMENT

It was moved by Zoe Stieber and seconded by David Crespin to adjourn the July 18, 2016, at 7:21 p.m.

Motion carried on voice vote.

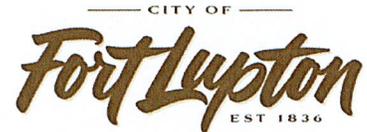
Respectfully submitted,

Nanette S. Fornof, City Clerk

Approved by City Council

Tommy Holton, Mayor

**CITY OF FORT LUPTON
CITY COUNCIL**



COME PAINT YOUR FUTURE WITH US

Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Chris Cross, Ward 3

Tommy Holton, Mayor

David Crespin, Ward 1
Zoe A. Stieber, Ward 2
Bob McWilliams, Ward 3

AM 2016-0102

APPROVE RESOLUTION NO. 2016RXXX APPROVING KERR-MCGEE OIL & GAS ONSHORE LP'S APPLICATION FOR OIL AND GAS PERMITS TO DRILL AND PRODUCE SEVEN (7) NEW OIL AND GAS WELLS (REFERRED TO AS THE VILLANO HZ WELLS) LOCATED WITHIN SECTION 17, TOWNSHIP 1 NORTH, RANGE 66 WEST, 6TH P.M., CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO.

I. **Agenda Date:** Council Meeting – August 1, 2016

- II. **Attachments:**
- a. Proposed Resolution
 - b. Land Use Application
 - c. Application Materials
 - d. Referral Responses
 - e. Legal Notifications

III. **Summary Statement:**

Kerr-McGee Oil & Gas Onshore LP has submitted an application for oil and gas permits to drill and produce seven (7) new oil and gas wells, collectively referred to as the Villano HZ Wells.

IV. **Submitted by:**


Alyssa Knutson, Planner

V. **Finance Reviewed**


Finance Director

VI. **Approved for Presentation:**


City Administrator

VII. **Attorney Reviewed**

_____ Approved

_____ Pending Approval

VIII. **Certification of Council Approval:**

_____ City Clerk

_____ Date

IX. Detail of Issue/Request:

Chapter 9, Article I, Section 9-1(b) states that the provisions of this Chapter shall apply to the surface construction, alterations, repair, erection, maintenance and location of any gas or oil well, accessory equipment, and related structures within the City.

Kerr-McGee is requesting permits to horizontally drill and produce seven (7) new oil and gas wells (collectively referred to as the Villano HZ Wells) from a pad location located in Section 17, Township 1 North, Range 66 West, 6th P.M., City of Fort Lupton, County of Weld, State of Colorado. Pursuant to Chapter 9 of the Municipal Code, the new wells require approval from City Council.

The proposed wells are described as: Villano 28C-17HZ; Villano Fed 30C-17HZ, Villano Fed 30N-17HZ; Villano Fed 4N-17HZ; Villano Fed 29C-17HZ; Villano 3N-17HZ; Villano Fed 18N-17HZ.

For more details on this application, please see the application materials submitted by Kerr-McGee and attached to this memo. City staff has deemed the application to be complete and finds that Kerr-McGee has complied with the requirements set forth by Chapter 9 of the Municipal Code related to Oil and Gas Exploration and Development. Specific conditions of approval related to this approval are listed under Section XII.

X. Legal/Political Considerations:

A public hearing is required for this request. Notice of the hearing has been posted on the properties that are being impacted by this development, adjacent neighbors within 500 feet of the proposed development have been notified of the hearing via certified mail, return-receipt requested, and the hearing date was published in the Fort Lupton Press no later than fifteen (15) days prior to the public hearing date. Kerr-McGee has submitted verification that they are bonded and have sufficient insurance per the City's requirements.

XI. Alternatives/Options:

The City Council has the following options:

- a) Approve the application for oil and gas permits;*
- b) Approve the application for oil and gas permits with conditions;*
- c) Continue the hearing for additional information; or*
- d) Deny the application for oil and as permits.*

XII. Financial Considerations:

The applicant has paid all applicable land use application fees.

XIII. Staff Recommendation:

Staff recommends approval with conditions of the proposed Resolution based on Kerr-McGee's compliance with City regulations. Staff recommends the following conditions be included with the Resolution:

- A. *The permits to drill and produce the wells listed under Exhibit A of this Resolution will be in effect for one (1) year after issuance.*
- B. *Prior to any onsite operations, the applicant shall submit written documentation from the Fort Lupton Fire Protection District that their referral comments have been adequately addressed.*
- C. *Access to the site will be reevaluated when the property surrounding the pad develops.*
- D. *The wells referenced in Exhibit A of this Resolution shall be integrated into Anadarko's remote monitoring system and monitored 24/7 from Anadarko's Colorado Integrated Operations Center.*
- E. *Permits from the Colorado Oil and Gas Conservation Commission shall be provided prior to operations.*
- F. *Access permits from the City's Public Works Department shall be obtained prior to the start of operations.*
- G. *Applicant shall acknowledge the comments from Xcel Energy regarding the existing high pressure gas transmission pipeline within County Road 8.*

RESOLUTION NO. 2016Rxxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING KERR-MCGEE OIL & GAS ONSHORE LP'S APPLICATION FOR OIL AND GAS PERMITS TO DRILL AND PRODUCE SEVEN (7) NEW OIL AND GAS WELLS (REFERRED TO AS THE VILLANO HZ WELLS) LOCATED WITHIN SECTION 17, TOWNSHIP 1 NORTH, RANGE 66 WEST, 6TH P.M., CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO.

WHEREAS, Kerr McGee Oil & Gas Onshore LP has submitted an application for oil and gas permits to drill and produce seven (7) new wells, referred to as the Villano HZ Wells, within the City of Fort Lupton; and

WHEREAS, the requirements as set forth under Chapter 9, Article 1, Sections 9-1, 9-3, 9-4, 9-5, 9-6, 9-7, 9-8 and 9-9 have been followed; and

WHEREAS, the City Council held a public hearing to consider and review the request for oil and gas permits to drill and produce seven (7) new wells, referred to as the Villano HZ Wells, within the City of Fort Lupton;

WHEREAS, all legal requirements for the public hearing have been met, including publication of the legal notice in the Fort Lupton Press, mailing of public hearing notices to adjacent property owners within five hundred (500) feet of the property, and the posting of a sign on the site advertising the public hearing a minimum of ten (10) days in advance of the hearing; and

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council reviewed the plans and supporting documentation, referral comments, as well as any citizen input for oil and gas permits to drill seven (7) wells, referred to as the Villano HZ Wells, within City limits. Based upon review of the Zoning Regulations, and Oil and Gas Exploration and Development Regulations, the City Council hereby approves the oil and gas permits for the Villano HZ Wells listed under Exhibit A, attached hereto, conditional upon the following:

- A. The permits to drill and produce the wells listed under Exhibit A of this Resolution will be in effect for one (1) year after issuance.
- B. Prior to any onsite operations, the applicant shall submit written documentation from the Fort Lupton Fire Protection District that their referral comments have been adequately addressed.
- C. Access to the site will be reevaluated when the property surrounding the pad develops.

- D. The wells referenced in Exhibit A of this Resolution shall be integrated into Anadarko's remote monitoring system and monitored 24/7 from Anadarko's Colorado Integrated Operations Center.
- E. Permits from the Colorado Oil and Gas Conservation Commission shall be provided prior to operations.
- F. Access permits from the City's Public Works Department shall be obtained prior to the start of operations.
- G. Applicant shall acknowledge the comments from Xcel Energy regarding the existing high pressure gas transmission pipeline within County Road 8.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 1ST DAY OF AUGUST 2016.

City of Fort Lupton, Colorado

Tommy Holton, Mayor

Attest:

Nanette S. Fornof, MMC
City Clerk

Approved as to form:

Andy Ausmus, City Attorney

EXHIBIT A

NEW WELL PERMITS VILLANO HZ WELLS

1. VILLANO 28C-17HZ. LOCATED IN SECTION 17, TOWNSHIP 1 NORTH, RANGE 66 WEST, 6TH P.M., CITY OF FORT LUPTON, WELD COUNTY, COLORADO.
2. VILLANO FED 30C-17HZ. LOCATED IN SECTION 17, TOWNSHIP 1 NORTH, RANGE 66 WEST, 6TH P.M., CITY OF FORT LUPTON, WELD COUNTY, COLORADO.
3. VILLANO FED 30N-17HZ. LOCATED IN SECTION 17, TOWNSHIP 1 NORTH, RANGE 66 WEST, 6TH P.M., CITY OF FORT LUPTON, WELD COUNTY, COLORADO.
4. VILLANO FED 4N-17HZ. LOCATED IN SECTION 17, TOWNSHIP 1 NORTH, RANGE 66 WEST, 6TH P.M., CITY OF FORT LUPTON, WELD COUNTY, COLORADO.
5. VILLANO FED 29C-17HZ. LOCATED IN SECTION 17, TOWNSHIP 1 NORTH, RANGE 66 WEST, 6TH P.M., CITY OF FORT LUPTON, WELD COUNTY, COLORADO.
6. VILLANO 3N-17HZ. LOCATED IN SECTION 17, TOWNSHIP 1 NORTH, RANGE 66 WEST, 6TH P.M., CITY OF FORT LUPTON, WELD COUNTY, COLORADO.
7. VILLANO FED 18N-17HZ. LOCATED IN SECTION 17, TOWNSHIP 1 NORTH, RANGE 66 WEST, 6TH P.M., CITY OF FORT LUPTON, WELD COUNTY, COLORADO.

LAND USE APPLICATION



COME PAINT YOUR FUTURE WITH US

Planning & Building

130 S. McKinley Avenue
Fort Lupton, CO 80621
www.fortlupton.org

Phone: 303.857.6694
Greeley: 970.346.0326
Fax: 303.857.0351

DATE: 06/29/16	PROJECT NAME: Villano HZ Wells
ADDRESS / LOCATION OF PROJECT: 1325 CR 8 Located north of WCR 8 and east of the railroad	
LEGAL DESCRIPTION (LOT, BLK, TWNSHP, RNG.): Portion of the SW/4 Sect 17, T1N, R66W Parcel: 147117000084 and 147117300005	

PLEASE CHECK THE APPROPRIATE ITEM(S):

- | | | |
|-------------------|---------------------|-----------------------|
| ANNEXATION | SKETCH PLAT | ADMIN SITE PLAN |
| INITIAL ZONING | PRELIMINARY PLAT | SITE PLAN |
| CHANGE OF ZONE | FINAL PLAT | PUD SITE PLAN |
| PUD PLAN | AMENDED PLAT | COMP PLAN AMENDMENT |
| SPECIAL USE | BOARD OF ADJUSTMENT | OIL & GAS DEVELOPMENT |
| MINOR SUBDIVISION | | |

PRESENT ZONING: I-2	AREA IN ACRES: Parcel: Annexation area: n/a
PROPOSED ZONING: no change	PRESENT USE: Agriculture and Oil & Gas
PROPOSED # OF LOTS: n/a	PROPOSED # OF DU'S: n/a
PROPOSED GROSS FLOOR AREA: n/a	MIN LOT SIZE: n/a AVG. LOT SIZE: n/a

PROPERTY / MINERAL OWNER:	PROJECT CONTACT:
NAME: Villano Brothers Property Inc.	NAME: Tracy Colling
ADDRESS: 13050 CR 10 Fort Lupton, CO 80621-8308	FIRM / COMPANY: Kerr McGee Oil & Gas OnShore LP
PHONE:	ADDRESS: 1099 18th Street Denver, Co 80202
SIGNATURE:	PHONE: 720-929-6160 FAX: 720-929-7160 EMAIL: tracy.colling@anadarko.com
TITLE:	
DATE:	

FOR OFFICE USE ONLY	DATE RECEIVED: 06/29/16
---------------------	-------------------------

**CITY OF FORT LUPTON
GENERAL FEE DEPOSIT SCHEDULE**

ANNEXATION FEE DEPOSITS:

1. ONE TO TEN ACRES	\$ 750.00 PLUS \$10.00 / ACRE
2. ELEVEN TO FIFTY ACRES	\$ 1,000.00 PLUS \$ 8.00 / ACRE
3. FIFTY-ONE TO ONE HUNDRED ACRES	\$ 1,500.00 PLUS \$ 6.00 / ACRE
4. OVER ONE HUNDRED ACRES	\$ 2,000.00 PLUS \$ 4.00 / ACRE

OIL AND GAS EXPLORATION AND DEVELOPMENT PERMIT:

5. REVIEW / PERMIT FEE	\$ 1,100.00
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MINING OR EXTRACTION OF MINERALS PERMIT:

6. THE FIRST TWENTY-FIVE ACRES	\$1,000.00 PLUS \$10.00 / ACRE OR FRACTION THEREOF IN EXCESS OF TWENTY-FIVE ACRES
--------------------------------	---

ZONING FEE DEPOSITS:

7. ZONING CHANGE	\$ 900.00
8. SPECIAL USE PERMIT (GENERAL)	\$ 900.00
9. SPECIAL USE PERMIT (GRAVEL MINING)	\$ 1,500.00
10. SPECIAL USE PERMIT (DAYCARE)	\$ 250.00
11. BOARD OF ADJUSTMENT	\$ 300.00

SUBDIVISION (PLAT) FEE DEPOSITS:

12. SKETCH PLAT	\$ 900.00
13. PRELIMINARY PLAT	\$ 1,500.00
14. FINAL PLAT	\$ 900.00
15. MINOR SUBDIVISION	\$ 1,500.00
16. PUD (PRELIMINARY AND FINAL)	\$ 2,400.00

SITE PLAN

17. PRELIMINARY SITE PLAN	\$ 900.00
18. FINAL SITE PLAN	\$ 1,500.00

COMPREHENSIVE PLAN AMENDMENT:

19. COMP PLAN AMENDMENT	\$ 1,500.00
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OTHER DEPOSITS:

20. ADMISTRATIVE REVIEW (MINOR)	\$ 500.00
21. AMENDED PLAT (REPLAT) FOR DRAINAGE & UTILITY EASEMENTS	\$ 500.00

22. AMENDED PLAT (LOT LINE ADJUSTMENTS ONLY)	\$ 500.00
23. DEVELOPMENT REVIEW TEAM (DRT)	\$ 250.00 PLUS CONSULTANT EXPENSES
24. OTHER SERVICES PROVIDED BY CITY STAFF	\$ 55.00 / HOUR
25. CITY CONSULTANT SERVICES	AT COST (Escrow) initial amount to be paid at submittal: \$ [REDACTED]. Escrow will be maintained based on work completed.

FLOODPLAIN DEVELOPMENT:

26. PERMIT FEE AND REVIEW	\$ 750.00 UP TO TEN ACRES \$ 1,500.00 OVER TEN ACRES
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Total: \$ \$7,700

FEES ARE NON-REFUNDABLE AND DUE AT TIME OF APPLICATION SUBMITTAL. FEES ARE SET BY CITY COUNCIL BY RESOLUTION. CITY STAFF IS NOT AUTHORIZED TO NEGOTIATE FEES AND CANNOT, UNDER ANY CIRCUMSTANCES, CHANGE, REDUCE, OR AMEND THE FEES SET FORTH IN EXHIBIT A WITHOUT CITY COUNCIL AUTHORIZATION. ESCROW FEES SHALL BE TRACKED THROUGHOUT THE COURSE OF THE APPLICATION PROCESS. ONCE THE INITIAL ESCROW HAS BEEN USED THE CITY WILL REQUIRE ADDITIONAL FUNDS TO COVER CITY CONSULTANT SERVICES.

APPLICATION PACKET

Oil & Gas Permit Application

City of Fort Lupton

Proposed Drilling of Oil & Gas Wells

Villano HZ Wells (7 Wells)

**Villano 28C-17HZ
Villano Fed 30C-17HZ
Villano Fed 30N-17HZ
Villano Fed 4N-17HZ
Villano Fed 29C-17HZ
Villano 3N-17HZ
Villano Fed 18N-17HZ**

**Township 1 North, Range 66 West, 6th P.M.
S/2, SW/4, Section 17
Fort Lupton, Weld County, Colorado
Parcel # 147117000084 and 147117300005**

APPLICANT:

**Kerr-McGee Oil & Gas Onshore LP
An Anadarko Company
1099 18th Street
Denver, Colorado 80202**



June 29, 2016

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Narrative

1. Narrative

1.1 DESCRIPTION OF INTENDED USE

Kerr-McGee Oil & Gas Onshore LP (KMG), an Anadarko company, intends to horizontally drill seven (7) oil and gas wells from one pad locations. The proposed wells will be known as the well names listed in Section 1.2. The desired outcome of this application is to permit the wells to all formations. The purpose of the wells is to produce hydrocarbons from underlying formations known to have commercial potential from the production of such substances.

The proposed wells and production facilities are located in Township 1 North, Range 66 West 6th P.M. Section 17. See the aerial vicinity map below showing the site access.



1.2 SITE IMPROVEMENTS

KMG shall construct one operations areas of approximately 10.5 acres for the drilling and completions pad. An area of approximately 2 acres will be constructed for the productions facilities. The locations will be reclaimed to approximately 5 acres.

Villano 19-17HZ Pad

Villano 28C-17HZ

Villano Fed 30C-17HZ

Villano Fed 30N-17HZ

Villano Fed 4N-17HZ

Villano Fed 29C-17HZ

Villano 3N-17HZ

Villano Fed 18N-17HZ

Master Site Plan is included with this Application for further use and review (See –Master Site Plan).

Villano HZ Wells

T1N-R66W Section 17

City of Fort Lupton, Weld County, Colorado

After the wells have been drilled to their total depths and completed as wells capable of production, KMG will reclaim the drill site. The reclamation will be in accordance with the applicable rules and regulations of the Colorado Oil and Gas Conservation Commission (COGCC). If any of the wells are not capable of production, that specific well (or wells) will be plugged and abandoned as a dry hole and the same reclamation of the site will apply. If the wells are completed as producers, each well head location will be encompassed by a fenced and gated area.

Flowlines will be laid to connect these wells to the production facilities. Pipelines will transport natural gas and oil from the facilities to designated processing facilities throughout the area.

1.3 CHARACTERISTICS OF INSTALLATION

These wells will have a wellhead assembly installed on site as well as production and gathering facilities. Pumping units may be installed should pressure within the wells necessitate their use.

1.4 CHARACTERISTICS OF DRILLING AND COMPLETION OPERATIONS

KMG management will utilize authorized employees and professional contractors to conduct the drilling and completion operations on site. The actual drilling phase is approximately 5 to 6 days per well, under normal circumstances. Drilling will be continuous, 24 hours a day, for this period. Completion operations will be performed on each well subsequent to the drilling phase. The production facilities will be installed and the wells put on-line. KMG anticipates mobilization and pad construction to begin in the January of 2017 contingent upon approval from the City of Fort Lupton. Completion of all construction activities including site preparation, drilling, completion, facilities and pipeline installation and final re-grading will occur within six months of the completions of hydraulic fracturing, construction of production facility and the initiation of oil and gas production.

1.5 CHARACTERISTICS OF MAINTENANCE

A lease operator will inspect the wells on a regular basis under normal conditions and as required by any special circumstances under the supervision of the KMG Area Manager. In addition all wells and production facilities are remotely monitored 24/7 from our Integrated Operations Center (IOC) located in Platteville, Colorado.

1.6 DISPOSAL METHODS STATEMENT

- Drilling mud will be spread on lands outside of the city limits in a manner approved by the COGCC or taken to a commercial disposal.
- A commercial size trash bin for removing debris will be located on site. This bin will be for use by all parties affiliated with the operation.
- Human waste will be properly handled by portable sanitary facilities located on site. KMG will contract a sanitary service company to provide and maintain the self-contained sanitary facilities throughout the oil and gas operation.
- Produced water will be disposed of off-site as approved by the COGCC.

1.7 RELATIVE PLANS

- Noise: KMG will meet all applicable noise requirements set forth by COGCC regulations during operations. Exhaust from all engines, motors and related equipment, shall be vented in a direction away from occupied buildings where practical.
- Lighting: KMG will meet all applicable visual impact requirements set forth by the COGCC. Where practical lights will be shielded and turned inward toward the rig to minimize disturbance to existing structures or public roadways.
- Vibration: KMG will meet all applicable vibration requirements set forth by COGCC regulations during operations. There is not any unusual vibration anticipated from the proposed operation.
- Air and Water Quality: KMG will meet all applicable air and water quality requirements set forth by COGCC regulations during operations. KMG will comply with the Colorado Department of Public Health and Environment regulations by filing an Air Pollution Emissions Notice (A.P.E.N.), along with any other additional required application data. If production volumes exceed required thresholds, KMG will install emissions control devices as warranted to obtain required reductions of ozone precursors. The COGCC sets forth specific requirements for casing depth in order to protect ground water sources. Produced water will be hauled away and properly disposed of in accordance with COGCC regulations.
- Odor: KMG will meet all applicable odor requirements set forth by COGCC regulations during operations. There is not any noxious, prolonged or unusually high amounts of odor expected from the proposed operation.
- Visual Impacts: KMG will meet all applicable visual impact requirements set forth by COGCC regulations during operations. The permanent facilities will be painted in accordance with COGCC regulations and in a manner to harmoniously blend with the surrounding environment. The site will be reclaimed to as near the original grades as practicable.
- Environmental Impacts: A representative of or for KMG's Environmental Department will perform a site inspection to clear the location for environmental constraints (including wildlife and wetlands) prior to site construction activities. KMG will comply with all applicable wildlife and wetland regulatory requirements. Impacts to regulated wildlife species and jurisdictional wetlands are not expected.
- Waste: Please refer to section above, 1.6 – Disposal Methods Statement.
- Public Safety: The completed well sites will be surrounded with a chain link fence and gate with adequate lock. KMG personnel will monitor the well sites regularly upon completion of the wells in addition all new well sites are remotely monitored 24/7 by representatives in KMG's Integrated Operations Center (IOC). Authorized representatives and/or KMG personnel shall be on-site during drilling and completion operations. A copy of an Emergency Response Plan is included with this application (See Emergency Response and Fire Protection Plan).
- Access Road: KMG will utilize a lease access road from Weld County Road 8 for all traffic associated with construction and production of the wells proposed in this application. The road will be properly graded for adequate drainage and shall be surfaced and maintained to prevent dust and mud and provide sufficient access for fire protection; culverts and bridges shall be utilized where necessary.
- Pipelines: Oil and natural gas pipelines will be installed to remove produced oil and natural gas once the wells are brought online.

-
- Required Permits - the following permits are required for this application:
 - Oil and Gas - Form 2 and 2A Permits (COGCC)
 - Oil and Gas Development Permit (Fort Lupton)
 - ROW/Access Permit (Fort Lupton)
 - Building Permit (Fort Lupton)
 - Rig Movement Permit (Fort Lupton)
 - Oversize/Overweight Vehicles Permit (Fort Lupton)

Master Site Plan

2. Master Site Plan

FACILITY INFORMATION FOR PERMITTING

2A WELL NAME:	Villano Fed 18N-17HZ
PAD NAME:	Villano 19-17HZ
MIDSTREAM/FACILITIES CONTACT:	
DATE:	6/1/2016

FACILITIES

Indicate the number of each type of oil and gas facility planned on location:

Wells	<input type="text" value="7"/>	Oil Tanks	<input type="text"/>	Condensate Tanks	<input type="text" value="1"/>	Water Tanks	<input type="text" value="2"/>	Buried Produced Water Vaults	<input type="text"/>
Drilling Pits	<input type="text"/>	Production Pits	<input type="text"/>	Special Purpose Pits	<input type="text"/>	Multi-Well Pits	<input type="text"/>	Temporary Large Volume Above Ground Tanks	<input type="text"/>
Pump Jacks	<input type="text"/>	Separators	<input type="text" value="9"/>	Injection Pumps	<input type="text"/>	Cavity Pumps	<input type="text"/>	Gas Compressors	<input type="text"/>
Gas or Diesel Motors	<input type="text"/>	Electric Motors	<input type="text"/>	Electric Generators	<input type="text"/>	Fuel Tanks	<input type="text"/>	LACT Unit	<input type="text" value="1"/>
Dehydrator Units	<input type="text"/>	Vapor Recovery Units	<input type="text" value="2"/>	VOC Combustor	<input type="text" value="1"/>	Flare	<input type="text"/>	Pigging Station	<input type="text"/>

OTHER FACILITIES

Other Facility Type:	Number:
Flow Lines	<input type="text"/>
Oil Pipeline	<input type="text"/>
Gas Pipeline	<input type="text"/>
	<input type="text"/>
	<input type="text"/>

Other Comments for Regulatory Analyst:

Evidence of Leasehold

3. Evidence of Leasehold

3.1 OIL & GAS LEASEHOLD DESCRIPTION

Through leasehold acquisitions, Kerr-McGee Oil & Gas OnShore LP (KMG), an Anadarko Company, obtained the rights to explore and drill for, as well as produce, oil and gas under the Oil and Gas Lease described below. Copies of the Oil and Gas Leases are attached hereto.

LEASE 1

Lessor: John DiTirro, Jr. P.O. Box 96, Fort Lupton, Colorado
Lessee: Rodney P. Calvin, 555 17th Street Denver, Colorado 80202
Date: December 1, 1971
Lands: Township 1 North, Range 66 West Section 17: SE ½ SW ¼, E ½ SW ¼, SW ¼
Recorded: Reception No. 1579938, December 9, 1971

3.2 OIL AND GAS LEASE

(See attached)

3.000

OIL AND GAS LEASE



THIS AGREEMENT, Entered into this the 1st day of December 19 71

between
John DiTirro, Jr. P. O. Box 96, Fort Lupton, Colorado
hereinafter called lessor,
and **RODNEY P. CALVIN, 555 17th Street, Denver, Colorado 80202**
hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of One (\$1.00) Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, and with the right to utilize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such

substances, and for housing and boarding employees, said tract of land with any reversionary rights therein being situated in the County of Weld State of Colorado and described as follows:

Township 1 North - Range 66 West

Section 17: SE1/4SW1/4, E1/4SW1/4

222-222

and containing 60.00 acres, more or less.

2. It is agreed that this lease shall remain in full force for a term of Four (4) years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land (or from lands with which said land is consolidated) or the premises are being developed or operated.

3. In consideration of the premises the said lessee covenants and agrees:
To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one-eighth (1/8) of the proceeds if sold at the well, or if marketed by lessee off the leased premises, then one-eighth (1/8) of its market value at the well. The lessee shall pay the lessor: (a) one-eighth (1/8) of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well; (b) one-eighth (1/8) of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof. Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own connections thereto.

Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty, an amount equal to the delay rental as provided in paragraph 5 hereof payable annually on the anniversary date of this lease following the end of each such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbered two hereof.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 1st day of December 19 71, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the

Northeast Colorado National Bank at 4930 Colorado Blvd., Denver or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said

land or in the oil and gas or in the rentals to accrue hereunder, the sum of Sixty and no/100 (\$60.00) Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Lessee may at any time execute and deliver to lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

6. Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments.

7. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time.

9. If the estate of either party hereto is assigned and the privilege of assigning in whole or in part is expressly allowed the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from such part or parts, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at his option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for re-working or drilling a well within sixty (60) days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

13. Lessee is hereby expressly granted the right and privilege (which Lessee may exercise at any time either before or after production has been obtained upon this premises or any premises consolidated herewith) to consolidate the gas leasehold estate created by the execution and delivery of this lease, or any part or parts thereof, with any other gas leasehold estate or estates to form one or more gas operating units of not to exceed approximately 640 acres each. If such operating unit or units is so created by Lessee, Lessor agrees to accept and shall receive out of the gas production from each such unit such portion of the gas royalty as the number of acres out of this lease placed in such unit bears to the total number of acres included in such unit. The commencement or completion of a well, or the continued operation or production of gas from an existing well, on any portion of an operating unit shall be construed and considered as the commencement or completion of a well, or the continued operation of, or production of gas from a well on each and all of the lands within and comprising such operating unit; provided, that the provisions of this paragraph shall not affect the payment or non-payment of delay rentals with respect to portions of this premises not included in a unit, but this lease as to such portions of this premises not included shall constitute a separate lease, and the particular owner or owners of the lands under each separate lease shall be solely entitled to the benefits of and be subject to the obligations of lessor under each separate lease. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the consolidated acreage.

14. This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs this lease, regardless of whether such lessor is named above and regardless of whether it is signed by any of the other parties herein named as lessors. This lease may be signed in counterparts, each to have the same effect as the original.

IN WITNESS WHEREOF, we sign the day and year first above written.
Witness:

John DiTirro, Jr.
John DiTirro, Jr.

Social Security Number

DEC-9-71 00055 2601579938 9

Recorded at 10 08 o'clock A M DEC - 9 1971
Rec. No. 1579938 Ann Spomer, Recorder

INDEXED

STATE OF Colorado } ss INDIVIDUAL(S) ACKNOWLEDGEMENT (Colorado, Nebraska, ²⁻²
 COUNTY OF Denver } Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,
 On December 7, 19 71, before me personally appeared
John DiTirro, Jr.

to be known to be the person(s) described in and whose name(s) is (are) subscribed and who executed the foregoing instrument and acknowledged to me that he (she) (they) duly executed the same as his (her) (their) free and voluntary act and deed, including the release and waiver of the right of homestead, the said wife (wives) having been by me fully apprised of her (their) right(s) and effect of signing and acknowledging the said instrument. Given under my hand and seal the day and year last above written.

My Commission Expires: 7/31/74
 STATE OF COLORADO

Phillip E. Davis
 Notary Public
 Residing at:

STATE OF _____ } ss INDIVIDUAL(S) ACKNOWLEDGEMENT (Colorado, Nebraska,
 COUNTY OF _____ } Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,
 On _____, 19____, before me personally appeared _____

to me known to be the person(s) described in and whose name(s) is (are) subscribed and who executed the foregoing instrument and acknowledged to me that he (she) (they) duly executed the same as his (her) (their) free and voluntary act and deed, including the release and waiver of the right of homestead, the said wife (wives) having been by me fully apprised of her (their) right(s) and effect of signing and acknowledging the said instrument. Given under my hand and seal the day and year last above written.

My Commission Expires: _____

Notary Public
 Residing at:

STATE OF _____ } ss INDIVIDUAL(S) ACKNOWLEDGEMENT (Colorado, Nebraska,
 COUNTY OF _____ } Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,
 On _____, 19____, before me personally appeared _____

to me known to be the person(s) described in and whose name(s) is (are) subscribed and who executed the foregoing instrument and acknowledged to me that he (she) (they) duly executed the same as his (her) (their) free and voluntary act and deed, including the release and waiver of the right of homestead, the said wife (wives) having been by me fully apprised of her (their) right(s) and effect of signing and acknowledging the said instrument. Given under my hand and seal the day and year last above written.

My Commission Expires: _____

Notary Public
 Residing at:

No. 157938

OIL AND GAS LEASE

FROM _____
 TO _____
 Date _____, 19____
 Section _____ Twp. _____ Rge. _____
 No. of Acres _____ Term _____
 _____ County _____

STATE OF Colorado } ss
 County of Weld }

This instrument was filed for record on the
 _____ day of DEC - 9 1971
 at 10:58 o'clock A.M., and duly recorded
 in Book 658 Page _____ of
 the records of this office.

By James H. Himmelfarb, Deputy
 Register of Deeds

When recorded, return to 3rd
Godney P. C. C. C.

STATE OF _____ } ss CORPORATE ACKNOWLEDGEMENT (Colorado, Nebraska,
 COUNTY OF _____ } Wyoming, Utah, Kansas, North Dakota, South Dakota, Montana,
 On _____, 19____, before me personally came the above named _____
 (who being by me duly sworn, did say that he is the _____
 President of _____

a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation) who is personally known to me to be the identical person and officer whose name is affixed to the above instrument as _____ President of said corporation, and acknowledged the instrument to be his free and voluntary act and deed and the free and voluntary act and deed of said corporation; that said corporation executed said instrument and that said instrument was executed, signed and sealed on behalf of said corporation by authority of its Board of Directors or by authority of its By-Laws.

My Commission Expires: _____

Notary Public
 Residing at:

**Operator / Surface Owner Information
and Adjacent Surface Property Owners**

4. Operator / Surface Owner Information and Adjacent Surface Property Owners

4.1 OPERATOR IDENTIFICATION

Kerr-McGee Oil & Gas Onshore LP
(An Anadarko company)
1099 18th Street
Denver, Colorado 80202
Tel: (720) 929-6000
Fax: (720) 929-7297
Contact: Kim Mendoza-Cooke
Integrated Operations Center: 866-504-8184

Kerr-McGee Oil & Gas Onshore LP (KMG), an Anadarko Company, is a fully insured and bonded oil and gas operator, organized as a Delaware Limited Partnership and authorized to do business in the State of Colorado as Kerr-McGee Oil & Gas Onshore LP. All insurance and bonds held by KMG meet the requirements as set forth in the rules and regulations as adopted by the Colorado Oil and Gas Conservation Commission.

4.2 MINERAL OWNER (FOR SURFACE LOCATION)

John R. Calvin Revocable Trust
John R. Calvin- Trustee
733 Chavez Road NW
Los Ranchos De
Albuquerque, New Mexico 87017

4.3 SURFACE OWNERS NAMES AND AGREEMENT

Villano Brothers Properties, Inc.
13050 Weld County Road 10
Fort Lupton, Colorado 80621
Lots A and B of Recorded Exemption No. 1471-17-3-RE1167 recorded on April 28 1989 at
Reception No 02177918
Parcel: 147117300005 and 147117000084

Memorandum of Agreement is attached

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Memorandum") is effective January 13, 2016, by and among Kerr-McGee Oil & Gas Onshore LP ("KMG"), with an address of 1099 18th Street, Suite 1800, Denver, Colorado 80202, Kerr-McGee Gathering LLC ("KMGG"), with an address 1099 18th Street, Suite 1800, Denver, Colorado 80202, and Villano Brothers Properties, Inc. ("Surface Owner"), with an address of 13050 Weld County Road 10, Fort Lupton, Colorado 80621. KMG, KMGG and Surface Owner may also be referred to collectively as the "Parties."

The Parties have entered into an agreement covering certain lands ("Property") situated in Weld County, Colorado, described as follows:

Township 1 North, Range 66 West, 6th P.M.

Section 17: A portion of the Southwest Quarter (SW/4) being more particularly described as Lots A and B of Recorded Exemption No. 1471-17-3-RE1167 recorded on April 28, 1989 at Reception No. 02177918 in the records of the Clerk and Recorder of Weld County, Colorado.

that sets forth the Parties' rights and obligations regarding the relationship between the development of the Property and development of the oil and gas leasehold estate.

The Parties desire, through the execution and recording of this Memorandum, to give notice of the Agreement and the rights and interests created thereby.

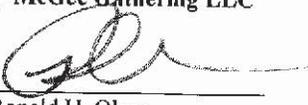
This Memorandum may be executed in counterparts, each of which shall be deemed an original, but together of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this instrument on the dates set forth in the acknowledgements, but to be effective on the date first above written.

Villano Brothers Properties, Inc.

By: 
Name: RALPH VILLANO
Its: VP

Kerr-McGee Gathering LLC

By: 
Ronald H. Olsen
Agent & Attorney-in-Fact ^{HW} AGW

Kerr-McGee Oil & Gas Onshore LP

By: 
Ronald H. Olsen
Agent & Attorney-in-Fact ^{HW} AGW

ACKNOWLEDGMENTS

STATE OF Colorado)
COUNTY OF Weld)^{ss}

The foregoing instrument was acknowledged before me this 14 day of January 2016 by Ralph Villano, Vice President of Villano Brothers Properties, Inc.

Witness my hand and official seal.

JEFFREY ALLEN BERGHORN
NOTARY PUBLIC - STATE OF COLORADO
Notary Identification #20154017265
My Commission Expires 4/30/2019

Jeffrey Allen Berghorn
Notary Public

My commission expires _____

STATE OF Colorado)
COUNTY OF Denver)^{ss}

This instrument was acknowledged before me this 26 day of Jan 2016 by Ronald H. Olsen, as Agent & Attorney-in-Fact of Kerr-McGee Oil & Gas Onshore LP, on behalf of said limited partnership.

Witness my hand and official seal.

LESLIE MIRANDA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144038677
COMMISSION EXPIRES OCT. 03, 2018

Leslie Miranda
Notary Public

My commission expires 10/3/2018

STATE OF Colorado)
COUNTY OF Denver)^{ss}

This instrument was acknowledged before me this 26 day of Jan 2016 by Ronald H. Olsen, as Agent & Attorney-in-Fact of Kerr-McGee Gathering LLC, on behalf of said limited liability corporation.

Witness my hand and official seal.

LESLIE MIRANDA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144038677
COMMISSION EXPIRES OCT. 03, 2018

Leslie Miranda
Notary Public

My commission expires 10/3/2018

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4.4 ADJACENT SURFACE PROPERTY OWNERS

Adjacent surface owners within 500 feet of proposed wells and production facilities:

SALINAS FIDEL

PO BOX 655
HUDSON, CO 80642-0655

VILLANO BROTHERS PROPERTIES INC

13050 COUNTY ROAD 10
FORT LUPTON, CO 80621-8308

ROBERT P VILLANO & DEAN VILLANO

13050 COUNTY ROAD 10
FORT LUPTON, CO 80621-8308

RICHARD A and JOYCE KAY HUETT

13749 COUNTY ROAD 8
FORT LUPTON, CO 80621-8344

HALLIBURTON CO

ATTN: PROPERTY TAX DEPT
P O DRAWER 1431
DUNCAN, OK 73536

HALLIBURTON ENERGY SERVICES INC

C/O PROPERTY TAX DEPT
PO BOX DRAWER 1431
DUNCAN, OK 73536-0222

Bond Requirements

5. Bond Requirements

KMG a subsidiary of Anadarko Petroleum Corporation is bonded oil and gas operator authorized to do business in the state of Colorado and organized as a Delaware Company. All bonds held by KMG meet the requirements as set forth in the rules and regulations as adopted by the Colorado Oil and Gas Conservation Commission

SURETY DETAIL INFORMATION

Surety ID:	2001-0126
Status:	ACTIVE
Operator Number:	47120
Bond Amount:	\$50,000.00
Instrument:	INSURANCE
Instrument Number:	2971100-2690
Coverage:	BLANKET
Bond Type:	GAS FACILITIES
Limitation:	
Deposit Number:	
PDPA Number:	
Received Date:	9/28/2001
Approved Date:	10/2/2001
Maturity Expire Date:	
FA Provider Number:	75949
FA Provider Name:	SAFECO INSURANCE COMPANY OF AMERICA
Deposit Date:	
Release Request Date:	N/A
Release Date:	N/A

Insurance Requirements

6. Insurance Requirements

KMG a subsidiary of Anadarko Petroleum Corporation is insured oil and gas operator authorized to do business in the state of Colorado and organized as a Delaware Company. All insurance held by KMG meet the requirements as set forth in the rules and regulations as adopted by the Colorado Oil and Gas Conservation Commission.

SURETY DETAIL INFORMATION

Surety ID:	2001-0126
Status:	ACTIVE
Operator Number:	47120
Bond Amount:	\$50,000.00
Instrument:	INSURANCE
Instrument Number:	2971100-2690
Coverage:	BLANKET
Bond Type:	GAS FACILITIES
Limitation:	
Deposit Number:	
PDPA Number:	
Received Date:	9/28/2001
Approved Date:	10/2/2001
Maturity Expire Date:	
FA Provider Number:	75949
FA Provider Name:	SAFECO INSURANCE COMPANY OF AMERICA
Deposit Date:	
Release Request Date:	N/A
Release Date:	N/A

Operating Plan

7. Operating Plan

7.1 DRILLING PHASE

The drilling operations are expected to take three to four months (under normal circumstances). Initially the subject land is surveyed and a well location is staked in accordance with Colorado Oil and Gas Conservation Commission (COGCC) regulations. The drilling pad is designed to prevent run off so that any spills would be contained on site. The pad is lined with a layer of compacted clay materials to help prevent fluids from migrating vertically to the subgrade. From this point forward, twenty-four (24) hour operations of dirt work equipment begin preparing the location including leveling the surface where the drilling rig will be located. After the location has been prepared, a drilling rig will move in to drill the surface intervals of the wells and cement the surface pipe to protect ground water formations. This process will take approximately 1 day per well under normal circumstances, subsequently a 7 well pad will take 7 days to drill and cement the surface casing pipes. Depending on the size/type of rig utilized to drill the surface interval, production drilling operations will either begin immediately with the same rig or a different rig will be moved onto location at a later date to drill the production interval. Drilling the production interval of the well will take 4 to 5 days per well, under normal circumstances. The actual drilling proceeds at a constant rate unless below the surface or mechanical problems are encountered.

If the well is deemed viable, casing is run in the hole and cemented (alternatively the well is plugged according to COGCC regulations). The casing, constructed of steel pipe, is designed to specific criteria to provide an integral conduit for transporting hydrocarbons to the surface. The casing strength is further enhanced by the cementing process. Cement is placed in the space between the casing and the wall of the hole. The cement anchors the casing, provides increased burst resistance, and contains the fracturing and produced fluids. The cement is also designed to special criteria. The cement is then allowed to cure and concurrently the rig is moved off location. At this point the drilling phase is complete.

7.2 DRAINAGE AND EROSION CONTROL PLAN

Changes in the current drainage patterns are not anticipated. The well site will be monitored during the drilling and completion phases for any problems with drainage or erosion. Necessary measures will be taken to correct any problems. Once the drilling and completion phases are complete, the drill site will be restored as near as practical, to its original grade and vegetation planted as required by regulations and surface use agreements. KMG will continue to monitor the site until all applicable regulatory requirements for revegetation have been met.

KMG uses a closed loop or “pitless” system for drilling and fluid management and does not construct a reserve pit. The drilling company will actively manage the area around the rig equipment such that any minor fluid spills will be diverted and drain to small pumps strategically located and from there, if only water, will be pumped into the drilling fluid system. If the fluid is contaminated by fluids other than water, it will be pumped into a separate container and removed from the site to an approved disposal facility

7.3 WATER SOURCES FOR DRILLING ACTIVITIES

Water for use in drilling operations will be secured by KMG through its own “Water On Demand” system, or from a water supplier in the immediate area of the drill site. Water use will be approved for commercial and industrial use and will be subject to a mutually acceptable agreement between KMG and the water supplier.

7.4 COMPLETION PHASE

Sometime after the drilling rig has rigged down, horizontal completions operations may begin. The construction of the production facility, where practical may occur concurrent with the drilling operations. Completion operations include all operations performed after drilling the well up to delivering a producing well to be managed by the Production Operations group. These completions operations consist of well preparation, fracture stimulation, and preparing the well for production to sales.

The well preparation phase of completions operations are performed to prepare for the fracture stimulation operation. Initially, the necessary wellhead equipment is installed to conduct well preparation operations. KMG wells are designed, built, operated and maintained to the highest standards. Logging is performed to confirm the cement quality behind the well casing meets KMG and regulatory standards. The wellbore is pressure tested to confirm the casing can withstand the high pressures associated with a fracture stimulation. A wellbore clean out operation is performed to remove any foreign objects and/or cement obstructions and then the casing perforated at the distal end of the wellbore to prepare the well for the initial fracture stimulation. Lastly, the remaining necessary wellhead equipment is installed to ready the well for fracture stimulation. A crew of 1 to 6 people are required to perform the above operations. The cumulative duration of the well preparation operations is 3 to 4 days.

The fracture stimulation operation is conducted to stimulate the flow of hydrocarbons from the targeted geologic formation to the wellbore and up to the wellhead. Fracture stimulation consists of pumping a water and sand mixture into the wellbore at a high pressure and flow rate. The water/sand mixture exits the wellbore to contact the rock formation through perforations made to the well casing. The stimulation operation for each well is performed in stages to concentrate the stimulation of the rock formation at designed intervals along the wellbore. In the event multiple wells are included in the fracture stimulation operations, only one well is under stimulation at one time. During stimulation, a crew of 35 to 45 people are required. The cumulative duration of the fracture stimulation operation is 3 to 7 days per well.

At the conclusion of the fracture stimulation operation, the well is prepared for long-term production. A coiled tubing unit is utilized to mill the plugs set in the wellbore to isolate the stimulation stages and to clean out the wellbore. Production tubing is installed to direct the flow of hydrocarbons inside the wellbore to the wellhead at surface. Once the production tubing is landed, the well is managed by the Production Operations group. The cumulative duration of the post fracture stimulation operations is 1 to 3 weeks with a crew of 3 to 10 people.

The completion process is a 24 hour/7 day operation and crews are rotated every 12 hours for continuous operations. Once fracture stimulation operations begin there will be varying activity on location until the well is turned over to permanent production operations.

7.5 PRODUCTION PHASE

The production phase may overlap the completion phase. After the completions fleet has cleared location, the wells are connected to a production facility. Gathering equipment may also be installed on location by a third party gathering company. The production and gathering facilities, may consist of maintenance/oil tank(s), water tank(s), separator(s), LACT(s) units (Lease Automatic Custody Transfer), vapor recovery unit(s) (VRU), emission control device(s) (ECD), and a meter(s) house. In addition, pumping units may be installed. The tank batteries will be connected to the wells by pressure tested flowline buried approximately four feet deep. At this point, the gas purchaser is preparing to connect the gas sales meter loop. The production facility installation is completed by constructing an

earthen or metal berm around the production tank(s) and separator. The berm will be constructed around tanks in the absence of remote impounding. Both methods shall enclose an area with sufficient volume to contain the entire contents of the largest tank in the enclosure in addition to adequate freeboard to contain the volume of the largest tank and precipitation from a 24 hour 25 year precipitation event. The berms will be inspected at regular intervals and maintained in good condition. When a berm is provided around tanks no potential ignition sources shall be installed inside that area.

The lease operator then begins his monitoring of the well. Reports consist of tank measurements, gas sales estimates, and pressure reading. This information is compiled monthly and filed with the COGCC.

When a well is completed for production, all disturbed areas no longer needed will be restored and re-vegetated as soon as practicable. All segregated soil horizons removed from crop lands shall be replaced to their original relative positions and contour, and shall be tilled adequately to re-establish a proper seedbed. The area shall be treated if necessary and practicable to prevent invasion of undesirable species and noxious weeds, and to control erosion. Any perennial forage crops that were present before disturbance shall be re-established. All segregated soil horizons removed from non-crop lands shall be replaced to their original relative positions. The segregated soil horizons will contour as near as practicable to achieve erosion control and long-term stability, and shall be tilled adequately in order to establish a proper seedbed. The disturbed area then shall be re-seeded in the first favorable season.

At some point in the well's life, tubing may be run in the well with the possible addition of a plunger lift and/or pumping unit. This will extend the well's producing life and maximize reserves.

7.6 WEED CONTROL

All locations, including wells and production facilities, will be kept free of weeds; rubbish, and other waste material. During drilling, production, and reclamation operations, all disturbed areas shall be kept reasonably free of noxious weeds and undesirable species. When a well is completed for production, all disturbed areas no longer needed will be restored and revegetated as soon as practicable.

7.7 PLUGGING AND ABANDONMENT PHASE

Plugging and abandonment is the cementing of a well and removal of its associated production facilities. This also includes the removal or abandonment in-place of its flowline and the remediation and reclamation of the well site.

Upon the plugging and abandonment of a well, all cellars will be backfilled. All debris, abandoned gathering line risers, and flowline risers, and surface equipment will be removed, and the location will be graded and re-contoured. Within ninety (90) days after a well is plugged and abandoned, the well site shall be cleared of all non-essential equipment, and debris. All access roads to the plugged and abandoned wells and associated production facilities shall be closed, graded and re-contoured in accordance with the COGCC regulations and Surface Use Agreement (if applicable). Culverts and any other obstructions that were part of the access road(s) shall be removed. Well locations, access roads and associated facilities shall be reclaimed. As applicable, compaction alleviation, restoration, and revegetation of well sites and access roads shall be performed. After plugging a well, reclamation work will be completed within three (3) months on crop land, twelve (12) months on non-crop land, or with landowner consent reclamation will occur during optimal re-vegetation times of the year.

Successful Final Reclamation of the well sites and access roads will be considered completed when:

-
1. Reclamation of crop land has been performed and over two growing seasons has indicated no significant un-restored subsidence.
 2. Reclamation of non-crop land has been performed and the total cover of live perennial vegetation, excluding noxious weeds, provides sufficient soils erosion control. The total cover of live perennial vegetation of adjacent or nearby undisturbed land, not including overstory or tree canopy cover, having similar soils, slope and aspect of the reclaimed area.
 3. Disturbances resulting from flow line installations shall be adequately reclaimed when the disturbed area is reasonably capable of supporting the pre-disturbance land use.
 4. A Sundry Notice, Form 4, will be submitted to the COGCC, which describes the final reclamation procedures and any mitigation measures associated with final reclamation.

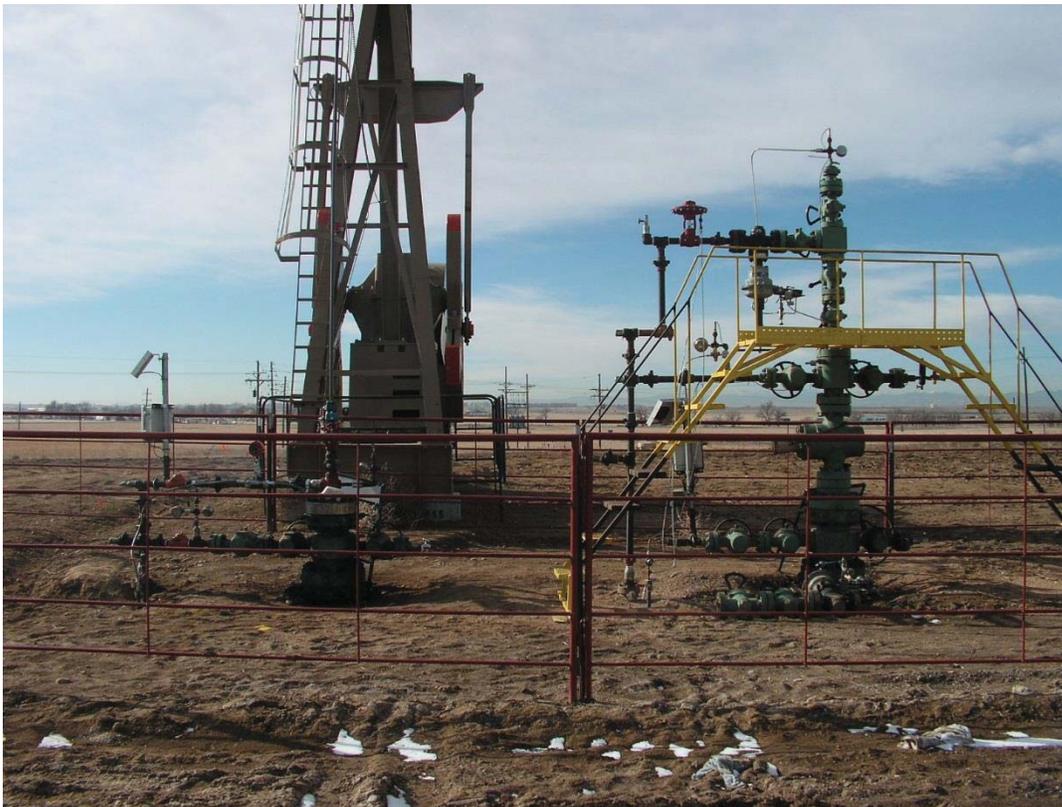
Graphic Representation of Equipment

8. Graphic Representation of Equipment

8.1 DRILLING RIG



8.2 TYPICAL WELLHEAD



Villano HZ Wells
T1N-R66W Section 17
City of Fort Lupton, Weld County, Colorado

8.3 TYPICAL SEPARATORS



Villano HZ Wells
T1N-R66W Section 17
City of Fort Lupton, Weld County, Colorado

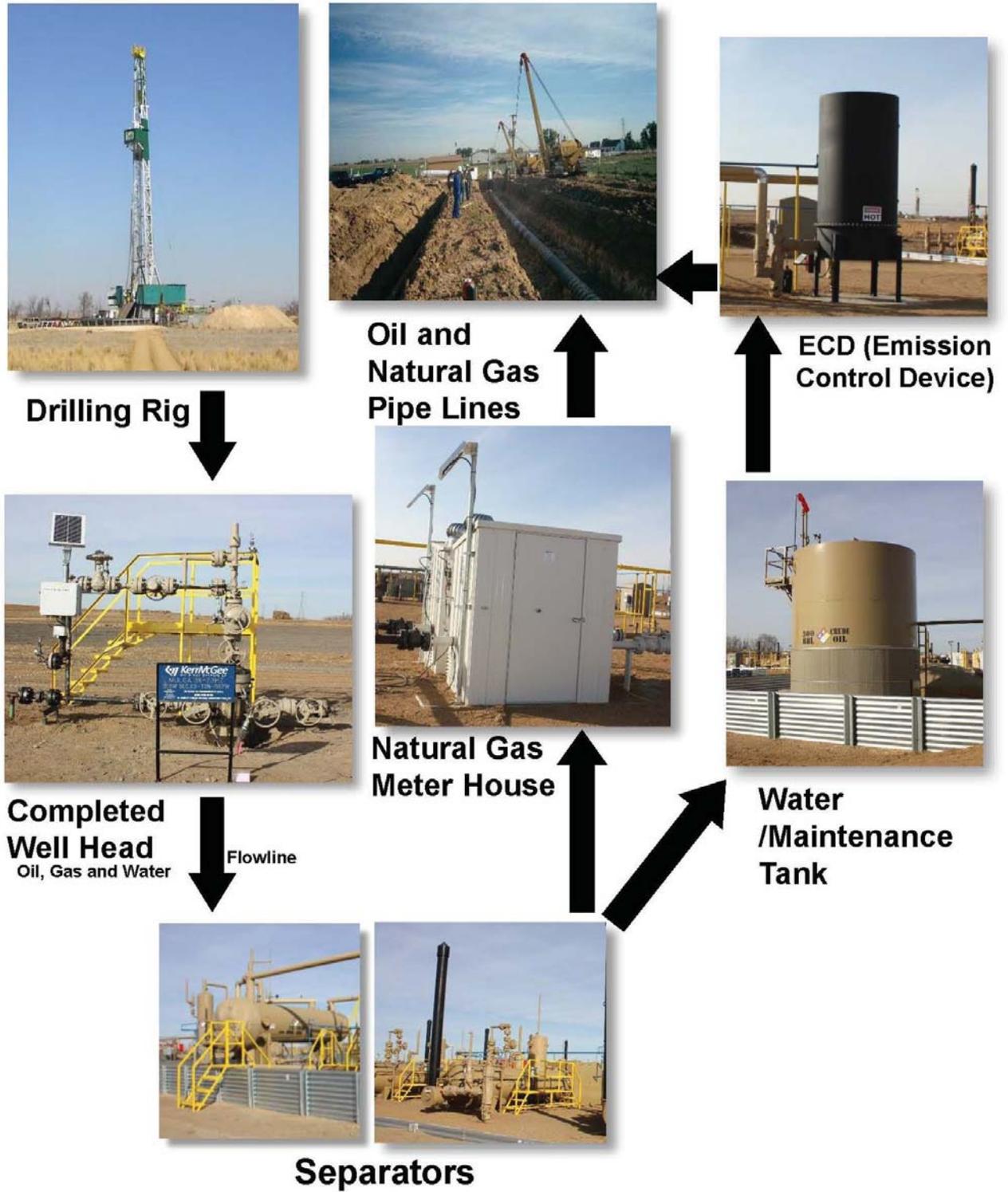
8.4 TYPICAL MAINTENANCE (OIL) AND WATER TANKS



8.5 LACT UNIT



8.6 TYPICAL FLOW DIAGRAM



COGCC Permits

9. COGCC Permits

Approved permits will be provided to the City of Fort Lupton upon receipt from the Colorado Oil and Gas Conservation Commission (COGCC). Upon submittal of approved permits to the City of Fort Lupton, KMG will also provide associated well location plats.

Emergency Response & Fire Protection Plan

10. Emergency Response & Fire Protection Plan

10.1 SCOPE

Kerr-McGee Oil & Gas OnShore LP (KMG), an Anadarko Company, has prepared this Emergency Response and Fire Protection Plan (the Plan). The Plan has been put together to address potential emergency response issues associated with the drilling, completion, and production of 7 oil and gas wells on one well pad. KMG plans to drill the following wells in the first quarter of 2017, within the City of Fort Lupton, Colorado and within the boundaries of the Fort Lupton Fire Department.

10.2 REGULATORY REQUIREMENTS

The Plan has been prepared to comply with the land use regulations of the City of Fort Lupton. Incorporated in the Plan are the best management practices, safety, health, fire prevention, and environmental requirements outlined in the rules of the Colorado Oil and Gas Conservation Commission (COGCC).

Villano 19-17HZ Pad

Villano 28C-17HZ

Villano Fed 30C-17HZ

Villano Fed 30N-17HZ

Villano Fed 4N-17HZ

Villano Fed 29C-17HZ

Villano 3N-17HZ

Villano Fed 18N-17HZ

10.3 LOCATION OF WELLS

The well sites are located in the Section 17, Township 1 North, Range 66 West. The well names, locations, and directions necessary for access by emergency responders are presented below. The wells and production facility locations are shown on the Access Road Map in section 8.

Well Pad Name	Location	Directions
Villano 19-17HZ Pad (7 Wells)	SW/4 Section 17, T1N ,R66W	FROM THE INTERSECTION OF State Highway 85 and Weld CR 8 proceed east approximately 0.70 miles (3,600 feet) to the lease access road for the 7 well pad and the production facility. Turn left onto lease access road.

10.4 EMERGENCY RESPONSE & CONTACT LIST

All recompletion and production activities will be performed by KMG and its contractors. This process will be carried out in a manner that is protective of public health, safety, welfare, and the environment, to minimize the potential need for emergency response activities. In the event of fire, injury, spill or release of hazardous materials, or any other incident requiring and emergency response, the following contacts will be made:

Villano HZ Wells
T1N-R66W Section 17
City of Fort Lupton, Weld County, Colorado

Emergency Response Contact List

Incident	Contact	Phone Number	Comments
Fire, explosion, serious injury	Fort Lupton Fire Department	911 or (303) 857-4603	
	Fort Lupton Police Department	911 or (303) 857-32665	
	COGCC	(303) 894-2100	
Fire, explosion, associated with loss of well control	Fort Lupton Fire Department	911 or (303) 857-4603	
	Fort Lupton Police Department	911 or (303) 857-32665	
	COGCC	(303) 894-2100	
	Wild Well Control, Inc.	(281) 353-5481	Commercial well control contractor.
Spill or release	COGCC	(303) 894-2100	Reporting required for spills of E & P waste or produced water, which exceed 1 barrel outside containment area, or exceeding 5 barrels within containment, and impact surface or ground water.
	Fort Lupton Fire Department	911 or (303) 857-4603	Reporting required for spills impacting surface water or for reportable quantity spills of CERCLA hazardous substances.
	Colorado Department of Public Health and Environment	(800) 886-7689	Reporting required for spills impacting surface water or for reportable quantity spills of CERCLA hazardous substances.
	US EPA	(800) 227-8917	Reporting required for spills impacting surface water or for reportable quantity spills of CERCLA hazardous substances.
	National Response Center	(800) 424-8802	Reporting required for spills impacting surface water or for reportable quantity spills of CERCLA hazardous substances.
KMG and Contractor Contacts	Kris Honas Drilling Operations Manager	(720) 929-6984 o (907) 903-4666 m	Drilling Operations
	Tim Crumrine Completions Operations Mgr	(720)929-6876 o (303)656-7144 c	Completions Operations
	Anadarko/Kerr McGee Integrated Operations Center	(866) 504-8184	24/7 Emergency Response Number
	Ken Wilcox Production Superintendent	(970) 515-1347 o (970) 800-1726 m	Drilling, completion, and production operations
	Paul Schneider, HSE Manager	(720) 929-6726 o (303) 868-6665 m	Drilling, completion and production operations
	Scott Rovira, General Manager Rockies Drilling and Completions	(720) 929-6243 o (281) 702-0652 m	Drilling and completions operations
	David Ziegler, Western Area Production Supervisor	(970) 515-1378 o (970) 301-1548 m	Drilling, completion, and production operations.
	Jeff Jones, Senior Staff HSE Representative	(970)515-1421 o (307)262-2899 m	Drilling, completion, and production operations

Emergency response personnel will have unrestricted access to all KMG wells and production facilities.

Villano HZ Wells
T1N-R66W Section 17
City of Fort Lupton, Weld County, Colorado

10.5 SPILL/RELEASE RESPONSE

All KMG and contractor activities will be operated in a manner that prevents spills and releases of crude oil, natural gas, produced water, and other wastes to the environment and will comply with federal and state spill response/reporting requirements. KMG employs a formal spill response and reporting guidelines for responding to and reporting spills. All KMG field employees are provided with annual spill response training. In addition, all tank batteries comply with federal Spill Prevention Control and Countermeasure (SPCC) requirements.

If a spill or release were to occur, field personnel are instructed to:

- Assess immediate danger or threat to health, safety, and welfare and contact emergency responders, if appropriate;
- Locate and stop the source of the spill, if safe to do so;
- Report the spill to the field supervisor or area manager and arrange for additional response support, including contract support;
- Take whatever steps are necessary to prevent the spill from impacting surface water, public health, safety, and welfare; and,
- Report the spill to a KMG Environmental representative, who will coordinate follow-up spill clean-up and environmental assessment activities and who will report the incident to appropriate authorities.

10.6 SAFETY AND FIRE PREVENTION GUIDELINES

KMG and its contractors will employ best management practices during the drilling and production of its wells and facilities and will comply with appropriate COGCC rules concerning safety and fire.

- Employees will be familiar with the COGCC rules and regulations concerning safety and fire prevention as they apply to their specific job duties;
- All facilities will be visited daily by KMG field personnel. Unsafe or potentially unsafe conditions will be reported immediately to the field supervisor, Area Manager, or Safety representative;
- Accidents that result in significant injury or property damage will be reported to the COGCC within 24 hours;
- KMG and its contractors will cooperate fully with local and state emergency responders;
- Appropriate weed abatement measures will be taken prior to and during drilling, workover, and production operations to minimize fire danger;
- The drilling rig shall be positioned a distance of 150 feet or one and one-half times the height of the rig derrick, whichever is greater, from any occupied building, public road, major above ground utility line, or railroad;
- During well drilling and well servicing operations, a safety valve with connections suitable for use with each size and type of tool joint or coupling being used will be present on the rig floor
- The drilling rig substructure, derrick, or mast will be designed and operated to prevent the accumulation of static charge;

-
- Prior to well servicing operations, the well's pressure will be checked and appropriate steps taken to remove pressure or operate safely under pressure before beginning servicing operations;
 - Appropriate blowout prevention equipment (BOPs) will be utilized during well drilling, completion, workover, or servicing activities, as required by COGCC Rule 317, and in accordance with American Petroleum Institute (API) RP 53: Recommended Practices for Blowout Prevention Equipment Systems, as amended;
 - BOP equipment will be inspected daily and a preventer operating test shall be performed on each round trip (not to exceed more than once per 24 hour period). Notes of the tests shall be made on the daily report;
 - All fittings, valves, and unions connected to the BOP, well casing, casing head, drill pipe, or tubing will have a working pressure rating suitable for the maximum anticipated surface pressure and will be maintained in good working order;
 - The BOP will contain pipe rams to enable closure of the pipe being used and the choke lines and kill lines will be anchored or secured;
 - All rig employees shall have an adequate understanding to operate the BOP system;
 - The drilling contractor will place a sign or marker at the intersection of WCR 8 and the lease access road that will include emergency contact telephone numbers;
 - The WCR numbers used to access the rig and appropriate emergency response numbers will be posted on the drilling rig;
 - All wells and tank batteries will be kept free of weeds, debris, surplus equipment, and surplus vehicles;
 - Above ground storage tanks (ASTs) for storage of crude oil and hydrocarbon condensate will be constructed of materials compatible with the materials stored in accordance with appropriate API and Underwriters Laboratories, Inc, standards;
 - ASTs will be located at least two tank diameters or 350 feet , whichever is smaller, from property boundaries;
 - ASTs will be located at least one-sixth the sum of their diameters apart;
 - ASTs will be located at least 200 feet from residences, normally occupied buildings, or well defined normally occupied outside areas;
 - Earthen berms or a metal firewall sufficient to contain the contents of the largest AST will be constructed and maintained at each tank battery, and no ignition source will be located within the berm/firewall;
 - ASTs will be located at least 75 feet from the wellhead, any fired vessel, or other ignition source;
 - Hatches on all ASTs will be kept closed when not in use;
 - All fired vessels will be located at least 75 feet from the wellhead;
 - Production facilities will be fenced to prevent access from the public. KMG will comply with the IFC 2003 Fire Codes that require additional labeling of the tanks and storage areas. The required information will be either placards on the storage tanks and containers, or signage at the facility. The information will contain the following language: "FLAMMABLE-KEEP FIRE AND FLAME

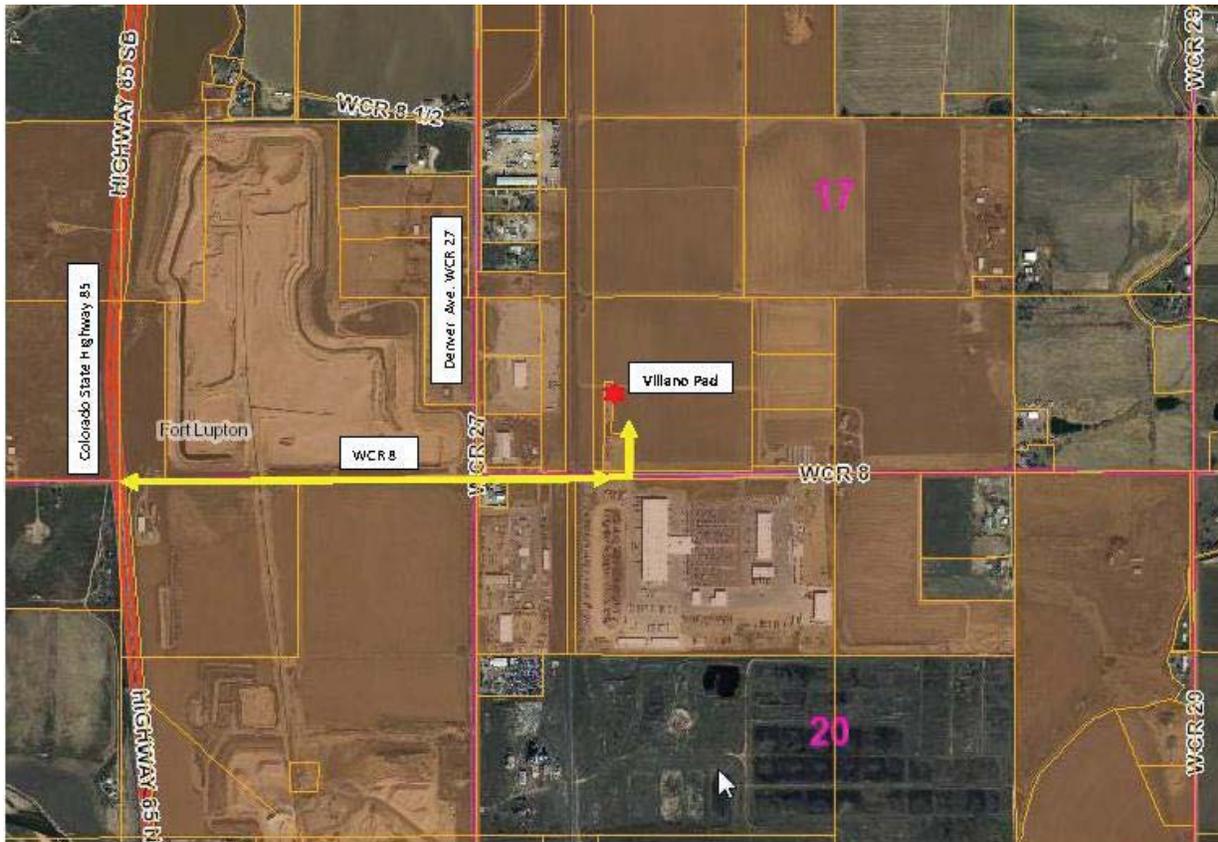
AWAY”. Location signs will be posted and maintained identifying the wells, KMG as the operator, emergency contact telephone members, and directions to the facility;

- All valves, pipes, and fittings will be securely fastened and inspected at regular intervals to ensure they are maintained in good working order;
- Smoking will be prohibited in the vicinity of any fire hazard and signs will be posted to state “No Smoking or Open Flame”;
- No source of ignition will be permitted within the “No Smoking” area unless it is determined by Environmental Affairs safe to do so;
- Adequate fire extinguishers will be carried in every field vehicle, plainly labeled as to their type and method of operation, and field personnel will be trained in their use; and,
- Fire protection equipment will be inspected regularly and maintained in good working order, in accordance with NFPA 10 requirements.

10.7 SAFETY DATA SHEETS (SDS)

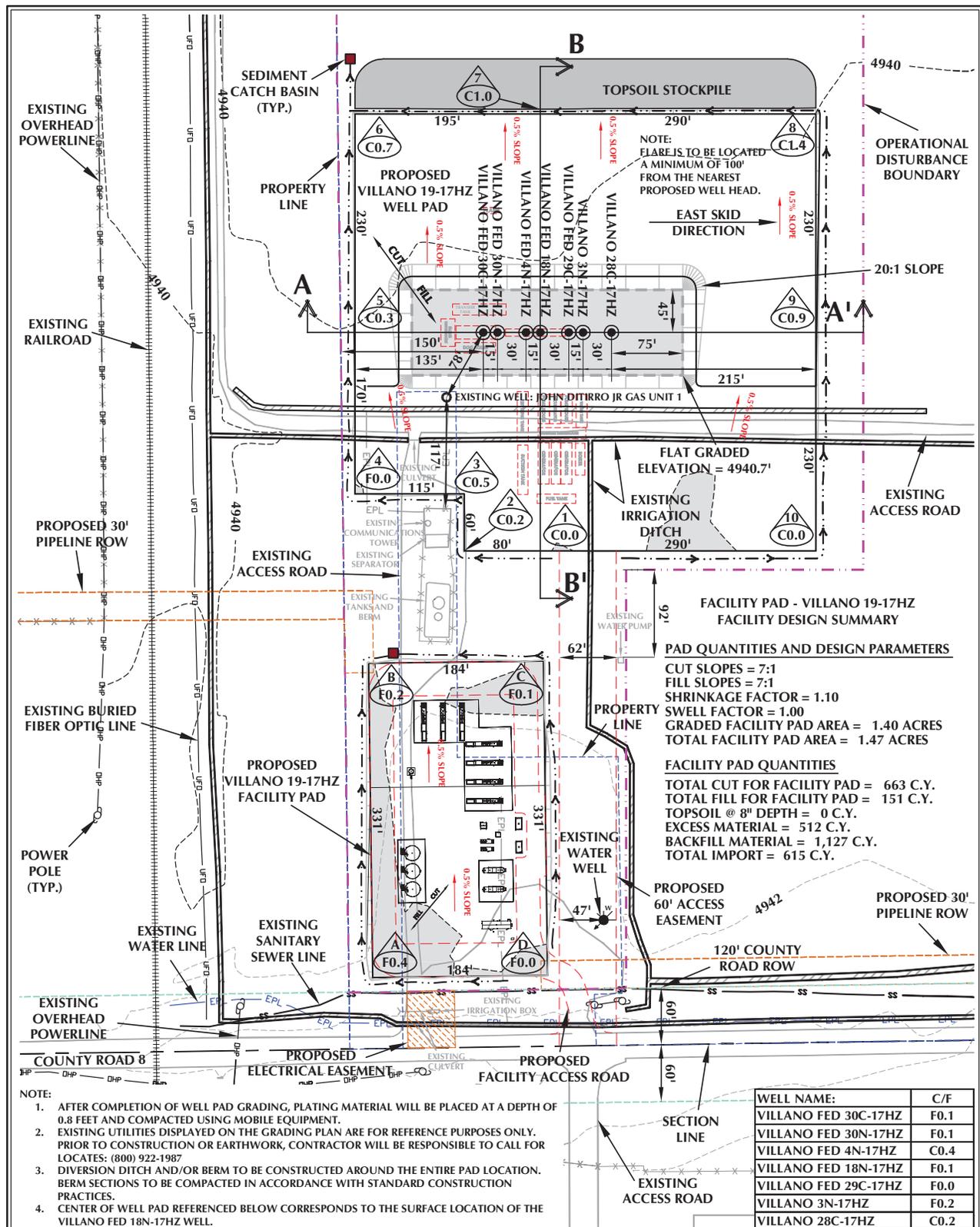
Safety Data Sheets (SDS) for materials used during the drilling, completion, and production processes are available to first responders and medical personnel upon request. This includes crude oil and hydrocarbon condensate stored in the ASTs. Please contact Jeff Jones, Sr. Staff HSE Representative at (970) 515-1421 for copies of the SDS

10.8 EMERGENCY ACCESS ROAD MAP



Villano HZ Wells
T1N-R66W Section 17
City of Fort Lupton, Weld County, Colorado

GRADING PLAN



- NOTE:**
- AFTER COMPLETION OF WELL PAD GRADING, PLATING MATERIAL WILL BE PLACED AT A DEPTH OF 0.8 FEET AND COMPACTED USING MOBILE EQUIPMENT.
 - EXISTING UTILITIES DISPLAYED ON THE GRADING PLAN ARE FOR REFERENCE PURPOSES ONLY. PRIOR TO CONSTRUCTION OR EARTHWORK, CONTRACTOR WILL BE RESPONSIBLE TO CALL FOR LOCATES: (800) 922-1987
 - DIVERSION DITCH AND/OR BERM TO BE CONSTRUCTED AROUND THE ENTIRE PAD LOCATION. BERM SECTIONS TO BE COMPACTED IN ACCORDANCE WITH STANDARD CONSTRUCTION PRACTICES.
 - CENTER OF WELL PAD REFERENCED BELOW CORRESPONDS TO THE SURFACE LOCATION OF THE VILLANO FED 18N-17HZ WELL.

WELL PAD - VILLANO 19-17HZ

WELL PAD - GRADING PLAN
 VILLANO FED 30C-17HZ,
 VILLANO FED 30N-17HZ, VILLANO FED 4N-17HZ,
 VILLANO FED 18N-17HZ, VILLANO FED 29C-17HZ,
 VILLANO 3N-17HZ & VILLANO 28C-17HZ
 LOCATED IN SECTION 17, T1N, R66W, 6TH P.M.
 WELD COUNTY, COLORADO

Kerr-McGee Oil & Gas Onshore L.P.
 1099 18th Street
 Denver, Colorado 80202

609 CONSULTING, LLC
 LOVELAND OFFICE
 1635 Foxtrail Drive, Suite 204
 Loveland, Colorado 80538
 Phone: 970-776-4331
 SHERIDAN OFFICE
 1095 Saberton Avenue
 Sheridan, Wyoming 82801
 Phone: 307-674-2609

WELL PAD LEGEND

- EXISTING WELL LOCATION
- PROPOSED WELL LOCATION
- EXISTING CONTOURS (2' INTERVAL)
- PROPOSED CONTOURS (2' INTERVAL)
- EPL EXISTING PIPELINE
- PPL PROPOSED PIPELINE
- EXISTING FENCE
- PUE PROPOSED UNDERGROUND ELECTRIC LINE
- DIVERSION DITCH AND/OR BERM

WELL PAD QUANTITIES AND DESIGN PARAMETERS
 CUT SLOPES = 7:1
 FILL SLOPES = 7:1
 SHRINKAGE FACTOR = 1.10
 SWELL FACTOR = 1.00
 GRADED FACILITY PAD AREA = 1.40 ACRES
 TOTAL FACILITY PAD AREA = 1.47 ACRES

FACILITY PAD QUANTITIES
 TOTAL CUT FOR FACILITY PAD = 663 C.Y.
 TOTAL FILL FOR FACILITY PAD = 151 C.Y.
 TOPSOIL @ 8" DEPTH = 0 C.Y.
 EXCESS MATERIAL = 512 C.Y.
 BACKFILL MATERIAL = 1,127 C.Y.
 TOTAL IMPORT = 615 C.Y.

WELL PAD - VILLANO 19-17HZ FACILITY DESIGN SUMMARY

SECTION LINE

HORIZONTAL 0 50' 100' 1" = 100'

SCALE: 1"=100' DATE: 7/27/15 SHEET NO: 1 OF 1
 REVISED: SRS 6/14/16

MITIGATION PLAN

MITIGATION PLAN

Villano HZ Wells - Oil & Gas Permit Development Application – Fort Lupton, Colorado

Kerr McGee Oil & Gas OnShore LP (KMG)

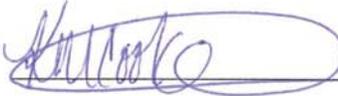
June 29, 2016

1. Well and Facility Grouping – Due to technological advances in horizontal drilling and improved design of production facilities there is a dramatic reduction in surface footprint. This makes it possible to drill all seven (7) wells from one pad. This reduces surface impact and the number of access roads to reach each of the wells. Great care was taken to locate the proposed 7 well heads to help to minimize the well pad area. Additionally, the existing production facility will be removed and consolidated with the proposed production facility, thereby reducing the overall footprint on the surface. Each location was carefully designed to maximize the efficiencies of development setbacks for the wells and facility to reduce the impacts to future development of the property.
2. Oil and Gas Pipeline Infrastructure - KMG utilizes a comprehensive below ground pipeline system to transport produced oil and gas to processing facilities, resulting in smaller tank batteries with fewer tanks. KMG works hard to reduce the facility size and create compact development areas. This pipeline infrastructure mitigates truck traffic in the area, thereby significantly reducing impacts to roads, noise and emissions.
3. Water On Demand for Completions (Hydraulic Fracturing) – The completions operations will utilize our unique water on demand and temporary above ground water lines, to bring water for hydraulic fracturing to the site through a comprehensive pipeline system. This practice significantly reduces truck traffic to the site, thereby reducing impact to roads, noise and emissions.
4. Drilling Rig Orientation – While drilling the wells, the operator will adjust the orientation of the rig to minimize noise toward adjacent development. Visual and Sound Mitigations - During drilling and completions 12 feet tall straw bales will be placed along the Northeast corner of the drilling pad during operations to provide visual screening and aid in noise reduction
5. Visual and Sound Mitigations - During drilling and completions 12 feet tall wall of straw bales will be placed along the north side of the pad during operations to provide visual screening and aid to dampen noise to nearby residents.
6. Access Road – Bases on staff request at the pre-application meeting with the City of Fort Lupton the existing access road from WCR 8 will be relocated to the east to align with the existing Halliburton driveway.
7. Fencing – After drilling and completions the well heads and production facilities will be enclosed on all sides by a 6 foot tall chain-link fence topped with 3 strands of wire sloping outward at approximately 45 degrees for 18 inches from the top of the fence.
8. Dust Control – When necessary the access road will be treated with water and/or magnesium chloride as a dust control measure.
9. Light – When practical lighting will be shielded and turned inward towards the rig, and completions operations, to minimize disturbance to existing structures or public roadways.
10. Painted Facilities - The permanent facilities will be painted in accordance with COGCC regulations and in a manner to harmoniously blend with the surrounding environment, widely referred to as Elk Tan.
11. Community Forum – KMG will hold a community forum for neighbors and community members to share information about planned operations. This forum is an open house style gathering with subject matter experts on hand to answer questions about oil and gas.
12. Anadarko Colorado Response Line – Anadarko/Kerr McGee manages an 800 phone number to address questions, comments or concerns related to oil and gas operations. This line is instrumental in maintaining our Social License to Operate in the communities where we work.

**CERTIFICATION OF UNDERSTANDING OF
MUNICIPAL CODE**

1. Certification of City of Fort Lupton Ordinances – Villano Wells

Kerr-McGee Oil & Gas Onshore LP, a subsidiary of Anadarko Petroleum Corporation, hereby certifies that those key representatives involved in this operation have read and are familiar with the applicable provisions of Ordinance No. 97-701, Chapter 9 of the Fort Lupton Municipal Code providing for the control of oil and gas surface operations and well site locations in the City of Fort Lupton. Every attempt shall be made to properly comply with said ordinance in the operation requested under this Special Use Application for the proposed oil and gas wells.



Kim Mendoza-Cooke

Municipal Planning Supervisor

MASTER PLAN MAP

MASTER PLAN

VILLANO FED 30C-17HZ
 VILLANO FED 30N-17HZ, VILLANO FED 4N-17HZ,
 VILLANO FED 18N-17HZ, VILLANO FED 29C-17HZ,
 VILLANO 3N-17HZ & VILLANO 28C-17HZ
 LOCATED IN THE SOUTHWEST 1/4, SECTION 17,
 TOWNSHIP 1 NORTH, RANGE 66 WEST, 6TH P.M.
 CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO

LEGEND

- FORT LUPTON CITY LIMITS
- LEASEHOLD/MINERAL INTEREST
- OIL AND GAS OPERATIONS AREA
- EXISTING CONTOURS (2' INTERVAL)
- EXISTING PIPELINE
- EXISTING FENCE
- EXISTING POWER LINE
- EXISTING OVERHEAD POWER LINE
- EXISTING BURIED WATER LINE
- EXISTING CULTIVET
- EXISTING BURIED FIBER OPTIC LINE
- RAILROAD TRACKS
- EXISTING SANITARY SEWER LINE
- EXISTING SANITARY MANHOLE
- EXISTING WATER MANHOLE
- EXISTING PUMP
- EXISTING PIPELINE VALVE
- EXISTING WATER VALVE
- PROPOSED WELL LOCATION
- EXISTING WELL LOCATION
- EXISTING SPRING
- EXISTING FIRE HYDRANT
- GUY WIRE
- TELEPHONE FEDESTAL
- COMMUNICATION TOWER
- EXISTING BUILDING UNIT
- EXISTING BUILDING
- EXISTING TREE
- EXISTING WATER WELL (LOCATION BASED ON COCC WEB SITE)



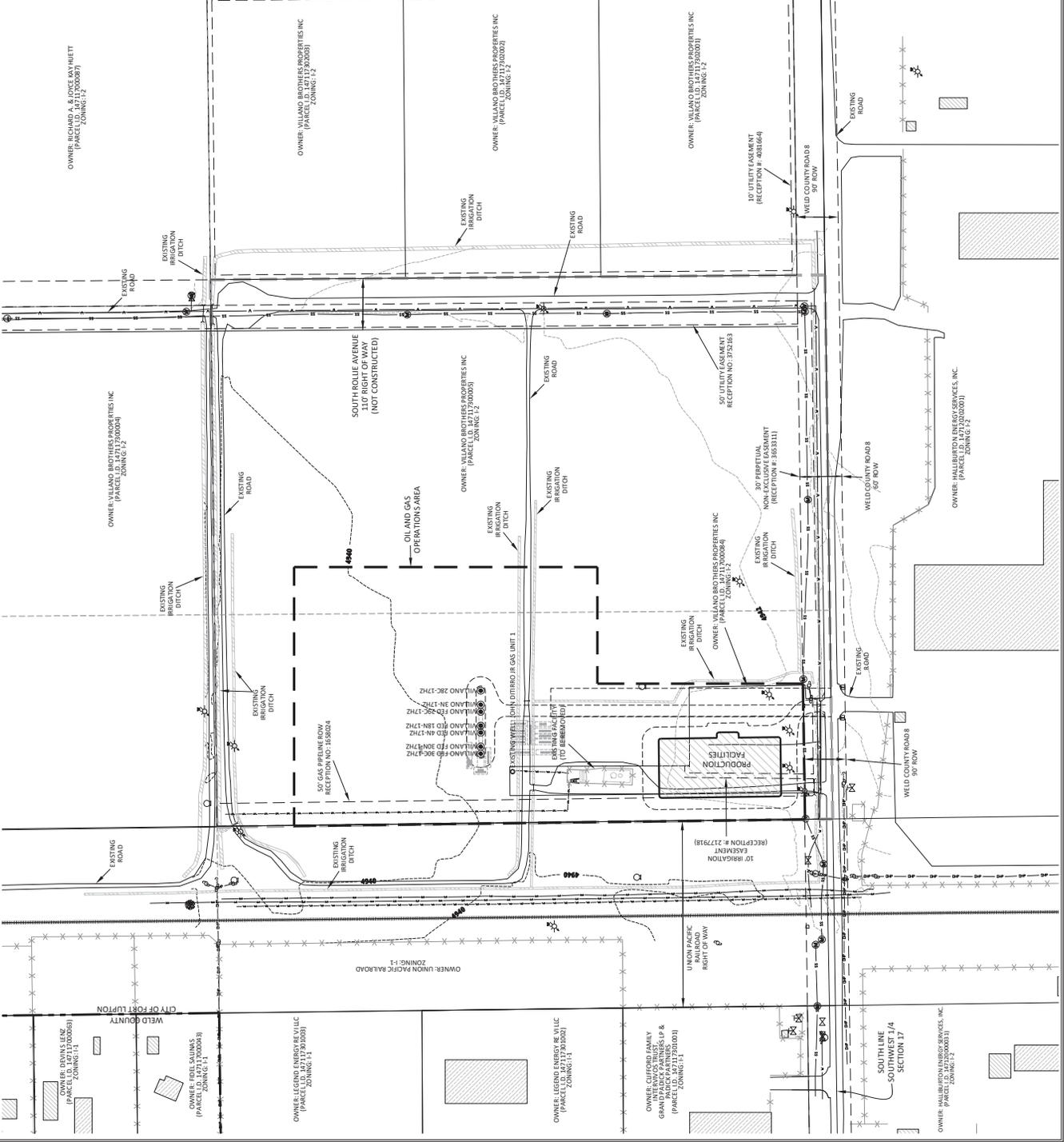
Kerr-McGee Oil & Gas Onshore LP
 1099 18th Street
 Denver, Colorado 80202

609 CONSULTING, LLC

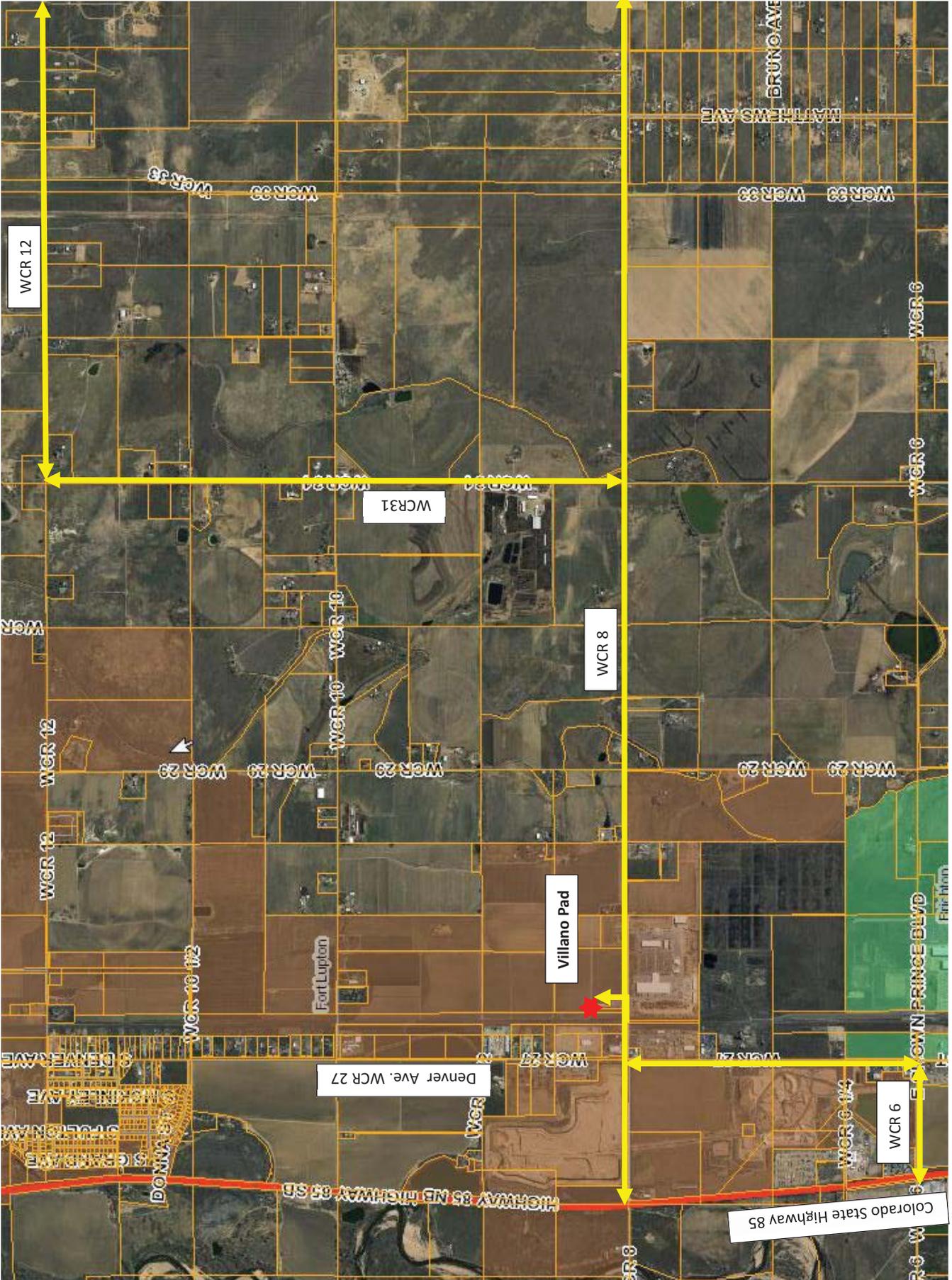
LOVELAND OFFICE
 1833 Federal Drive, Suite 204
 Loveland, Colorado 80538
 Phone: (970) 660-5151
 Fax: (970) 660-5151

WYOMING OFFICE
 3025 S.W. 10th Street
 Sheridan, Wyoming 82801
 Phone: (307) 676-0099
 Fax: (307) 676-0099

SCALE: 1" = 100'	DATE: 4/19/16	LOG #:
DRAWN BY: SRS	REVISED: 6/23/16	



TRAFFIC INFORMATION



June 28, 2016

Villano HZ Wells – Truck Haul Routes Map

City of Fort Lupton, Colorado

REFERRAL RESPONSES



Fort Lupton Fire Protection District

1121 Denver Avenue • Fort Lupton, Colorado 80621

Office: (303)857-4603 • Fax: (303)857-6619 • Website: www.fortluptonfire.org

These comments and approved plans must be on-site to receive any inspections. Deviation for the approved plans may require re-submittal for review and approval in order for any further inspections to be performed.

Date: 7/18/2016

Project name: Kerr-McGee (Villano HZ Wells) OGP2016-001

Project address: Township 1 North, Range 66 West, 6th P.M. S/2, SW/4, Section 17 Fort Lupton, Weld County, Colorado Parcel # 147117000084 and 147117300005

FLFPD Project #2016-66

Plan reviewer: Randall S. Weigum

The Fire District has reviewed the submitted Site plans for the Kerr-McGee (Villano HZ Wells) OGP2016-001 located at Township 1 North, Range 66 West, 6th P.M. S/2, SW/4, Section 17 Fort Lupton, Weld County, Colorado Parcel # 147117000084 and 147117300005. The plans were reviewed for compliance with *2012 International Fire Code (IFC)* as adopted by the Fort Lupton Fire Protection District and the City of Fort Lupton. The plans are approved with the following conditions.

1) 2012 International Fire Code

The Project Description Master Plan Emergency Response & Fire Protection Plan states in Section 10.6 “Production facilities will be fenced to prevent access from the public. KMG will comply with the IFC 2003 Fire Codes that require additional labeling of the tanks and storage areas.”

The 2012 International Fire Code as adopted by the Fort Lupton Fire Protection District and the City of Fort Lupton shall be the referenced Fire Code for this project.

2) Access

Fire apparatus access roads shall have an unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm). *2012 IFC 503.2.1*

Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus (86,000 lbs.) and shall be surfaced so as to provide all-weather driving capabilities. *IFC 2012 503.2.*

3) Waste Control

The Project Description Master Plan Emergency Response & Fire Protection Plan Section 10.5 SPILL/RELEASE RESPONSE meets the Waste Control requirements of the *2012 IFC 5706.3.2*

4) Sumps

The Master Plan Operating Plan Section 7.2 shall meet the following requirements when materials are diverted and pumps are used:

- a. Sumps or other basins for the retention of oil or petroleum products shall not exceed 12 feet (3658 mm) in width. *2012 IFC 5706.3.3.1*
- b. Sumps or other basins for the retention of oil or petroleum products larger than 6 feet by 6 feet by 6 feet (1829 mm by 1829 mm by 1829 mm) shall not be maintained longer than 60 days after the cessation of drilling operations. *2012 IFC 5706.3.3.2*
- c. Sumps, diversion ditches and depressions used as sumps shall be securely fenced or covered. *2012 IFC 5706.3.3.3*

5) Sound Proofing

Where soundproofing material is required during oil field operations, such material shall be noncombustible.

Exception: Soundproofing must not add a fuel source around the flammable or combustible liquids. Combustible sound proofing is to be used only at locations that are beyond 30 feet from the flammable and combustible liquids. *2012 IFC 5706.3.6 Commentary and 5005.3.8*

From: [Colling, Tracy](#)
To: [Alyssa Knutson](#)
Cc: [Randall Weigum \(rweigum@ftluptonfire.com\)](mailto:rweigum@ftluptonfire.com)
Subject: Villano HZ Wells - Fire District comments and responses
Date: Monday, July 25, 2016 9:26:37 AM

Alyssa,

Kerr-McGee Oil & Gas OnShore LP (KMG), an Anadarko Company is in receipt of the City of Fort Lupton's review and referral comments for the Villano HZ Wells wells and respectfully provides the following response and revised documents for review.

Fort Lupton Fire Protection District, Randall Weigum, comments dated 7/18/2016:

Comment:

1) 2012 International Fire Code

The Project Description Master Plan Emergency Response & Fire Protection Plan states in Section 10.6 "Production facilities will be fenced to prevent access from the public. KMG will comply with the IFC 2003 Fire Codes that require additional labeling of the tanks and storage areas."

The 2012 International Fire Code as adopted by the Fort Lupton Fire Protection District and the City of Fort Lupton shall be the referenced Fire Code for this project.

Response: We agree to change the Emergency Response & Fire Protection Plan to reflect and comply with the 2012 International Fire Code (IFC) per your request.

2) Access

Fire apparatus access roads shall have an unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm). *2012 IFC 503.2.1*

Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus (86,000 lbs.) and shall be surfaced so as to provide all-weather driving capabilities. *IFC 2012 503.2.*

Response: We agree to provide access as requested per the 2012 IFC.

3) Waste Control

The Project Description Master Plan Emergency Response & Fire Protection Plan Section 10.5 SPILL/RELEASE RESPONSE meets the Waste Control requirements of the *2012 IFC 5706.3.2*

Response: We agree to change to the Emergency Response & Fire Protection Plan to reflect and comply with the waste control requirements of the 2012 International Fire Code (IFC) per your request.

4) Sumps The Master Plan Operating Plan Section 7.2 shall meet the following requirements when materials are diverted and pumps are used:

a. Sumps or other basins for the retention of oil or petroleum products shall not exceed 12 feet (3658 mm) in width. *2012 IFC 5706.3.3.1*

- b. Sumps or other basins for the retention of oil or petroleum products larger than 6 feet by 6 feet by 6 feet (1829 mm by 1829 mm by 1829 mm) shall not be maintained longer than 60 days after the cessation of drilling operations. 2012 IFC 5706.3.3.2
- c. Sumps, diversion ditches and depressions used as sumps shall be securely fenced or covered. 2012 IFC 5706.3.3.3

Response: Per the Sump request the Villano HZ wells will not be using Sumps per our operations plan.

5) Sound Proofing

Where soundproofing material is required during oil field operations, such material shall be noncombustible.

Exception: Soundproofing must not add a fuel source around the flammable or combustible liquids. Combustible sound proofing is to be used only at locations that are beyond 30 feet from the flammable and combustible liquids. 2012 IFC 5706.3.6 Commentary and 5005.3.8

Response: We agree to meet the ICF requirements relative to fireproofing of sound proofing material.

Thanks you for your time and consideration of our application. Should you have any questions, please do not hesitate to reach me at 720-929-6160 or by email.

Sincerely,

Tracy Colling | Municipal Planning Analyst

Anadarko Petroleum Corp. | 1099 18th Street | Denver, CO 80202

Office: 720-929-6160

Tracy.Colling@Anadarko.com



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www.cred.org

www.studyfracking.com

<https://www.facebook.com/#!/CREDev>

[Click here for Anadarko's Electronic Mail Disclaimer](#)

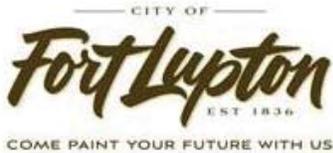
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From: [Roy Vestal](#)
To: [Alyssa Knutson](#)
Cc: [Todd Hodges](#); [Mari Pena](#); [Jennifer Cupp](#)
Subject: RE: Kerr-McGee (Villano HZ Wells); Case No. OGP2016-001
Date: Wednesday, July 20, 2016 2:55:52 PM
Attachments: [image002.png](#)

I think I am OK with the information as shown. No comments from PW for this application

Roy V

Roy L. Vestal, P.E.
Public Works Director / City Engineer



130 S. McKinley, Fort Lupton, CO 80621
Office: 720.466.6109
Mobile: 720.966.3613

From: Alyssa Knutson
Sent: Wednesday, July 06, 2016 3:24 PM
Cc: Todd Hodges <thodges@fortlupton.org>; Mari Pena <mpena@fortlupton.org>; Jennifer Cupp <JCupp@fortlupton.org>
Subject: Kerr-McGee (Villano HZ Wells); Case No. OGP2016-001

Good Afternoon,

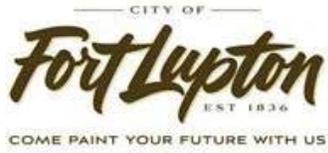
The documentation located at the link <http://www.fortlupton.org/557/Kerr-McGee-Villano-HZ-Wells> is submitted to you for review and recommendation for an oil and gas permit application submitted to the City. Any comments you consider relevant to this request would be appreciated. Please reply by **July 27, 2016** so that we may give full consideration to your recommendation. Any response not received before or on this date may be deemed to be a favorable response to the Planning & Building Department. If you have any questions, you may either contact me or Todd A. Hodges, Planning Director, at thodges@fortlupton.org or 303-857-6694.

The hearing for this matter is scheduled for **Monday, August 1, 2016 at 7:00 P.M.** with the Fort Lupton City Council.

Comments may be sent via mail, faxed to 303.857.0351 or emailed to thodges@fortlupton.org and aknutson@fortlupton.org.

Your time in this matter is greatly appreciated!

Alyssa Knutson
Planner
130 S. McKinley Ave.
Fort Lupton, CO 80621
Office: 303.857.6694
Direct: 720.466.6128
Mobile: 303.304.4498



This institution is an equal opportunity provider and employer.

From: [Marisa Dale](#)
To: [Alyssa Knutson](#)
Subject: RE: Kerr-McGee (Villano HZ Wells); Case No. OGP2016-001
Date: Friday, July 08, 2016 8:37:13 AM

Alyssa,

Thank you for allowing United Power, Inc. the opportunity to review and respond to the Kerr-McGee Villano HZ Well, Case No. OGP2016-001 referral.

United Power, Inc. has no objection.

If new electric service, or modification of existing facilities is needed, Kerr-McGee must contact United Power, Inc. and complete the application process for any new electric service, or modification of existing facilities. Additional easements may need to be acquired by separate document for new facilities.

Thank you,
Marisa

Marisa Dale, RWA| Engineering & Rates ROW | [United Power, Inc.](#) | 500 Cooperative Way, Brighton, CO 80603 | mdale@unitedpower.com | office 303.637.1387 | mobile 720.334.5282
7:00am-5:30pm, off on Wednesdays



From: Alyssa Knutson [mailto:AKnutson@fortlupton.org]
Sent: Wednesday, July 06, 2016 3:24 PM
Cc: Todd Hodges; Mari Pena; Jennifer Cupp
Subject: Kerr-McGee (Villano HZ Wells); Case No. OGP2016-001

Good Afternoon,

The documentation located at the link <http://www.fortlupton.org/557/Kerr-McGee-Villano-HZ-Wells> is submitted to you for review and recommendation for an oil and gas permit application submitted to the City. Any comments you consider relevant to this request would be appreciated. Please reply by **July 27, 2016** so that we may give full consideration to your recommendation. Any response not received before or on this date may be deemed to be a favorable response to the Planning & Building Department. If you have any questions, you may either contact me or Todd A. Hodges, Planning Director, at thodges@fortlupton.org or 303-857-6694.

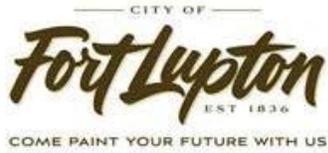
The hearing for this matter is scheduled for **Monday, August 1, 2016 at 7:00 P.M.** with the Fort Lupton City Council.

Comments may be sent via mail, faxed to 303.857.0351 or emailed to thodges@fortlupton.org and aknutson@fortlupton.org.

Your time in this matter is greatly appreciated!

Alyssa Knutson

Planner
130 S. McKinley Ave.
Fort Lupton, CO 80621
Office: 303.857.6694
Direct: 720.466.6128
Mobile: 303.304.4498



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For more information please visit <http://www.symanteccloud.com>



Right of Way & Permits

1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: **303.571.3306**
Facsimile: 303. 571.3524
donna.l.george@xcelenergy.com

July 27, 2016

City of Fort Lupton Planning Department
130 South McKinley Avenue
Fort Lupton, CO 80621

Attn: Todd Hodges and Alyssa Knutson

Re: Kerr-McGee (Villano HZ Wells), Case # OGP2016-001

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the oil and gas permit plans for **Kerr-McGee (Villano HZ Wells)** and has **no apparent conflict**.

Should the project require any new gas service or modification to existing facilities, the property owner/developer/contractor must contact the **Builder's Call Line** at 1-800-628-2121 or <https://xcelenergy.force.com/FastApp> (register, application can then be tracked) to complete the application process. It is then the responsibility of the developer to contact the Designer assigned to the project for approval of design details. Additional easements may need to be acquired by separate document for new facilities.

Please be aware PSCo owns and operates an existing high pressure gas transmission pipeline within County Road 8. Should there be off-site improvements in this area, the property owner/developer/contractor must contact **Cheryl Diedrich** (303-571-3116, Sr. Right-of-Way Agent) for plan review.

As a safety precaution, PSCo would like to remind the developer to call the **Utility Notification Center** at 1-800-922-1987 to have all utilities located prior to any construction.

Should you have any questions with this referral response, please contact me at 303-571-3306.

Donna George
Contract Right of Way Referral Processor
Public Service Company of Colorado

LEGAL NOTIFICATIONS



COME PAINT YOUR FUTURE WITH US

Planning & Building

130 S. McKinley Avenue
Fort Lupton, CO 80621

Phone: 303.857.6694
Fax: 303.857.0351

www.fortlupton.org

Sign Posting Affidavit

Kerr-McGee Oil & Gas Onshore LP (Villano HZ Wells)
Project No. OGP2016-001



County Road 8

I, Tracy Colling hereby acknowledge that the aforementioned property was posted in accordance with City Codes. Said public hearing notice was posted on this 25 day of July, 2016.

Tracy Colling
Signature of Owner or Owner's Representative

The foregoing instrument was acknowledged before me by Tracy Colling, this 25th day of July, 2016. Witness my hand and seal.

My commission expires _____.

Cheryl Light
Notary Public

(SEAL)

CHERYL LIGHT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19924003987
MY COMMISSION EXPIRES APRIL 2, 2020

CERTIFICATE OF MAILING

I, the undersigned, hereby certify that on the 13th day of July 2016, a true and correct copy of the foregoing Notice of Public Hearings and site plan map for Villano HZ Wells was sent via United States Mail, postage pre-paid, to the following addresses:

Fidel Salinas
PO Box 655
Hudson, CO 80642-0655

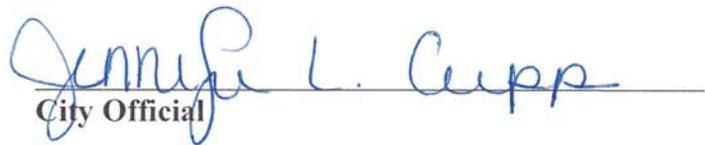
Robert Villano & Dean Villano
13050 County Road 10
Fort Lupton, CO 80621-8308

Villano Brothers Properties INC
13050 County Road 10
Fort Lupton, CO 80621-8308

Richard A and Joyce K Huett
13749 County Road 8
Fort Lupton, CO 80621

Halliburton CO
Attn: Property Tax Dept.
PO Drawer 1431
Duncan, OK 73536

Halliburton Energy Services Inc.
C/O Property Tax Dept.
PO Box Drawer 1431
Duncan, OK 73536


City Official



**CITY OF FORT LUPTON
NOTICE OF PUBLIC HEARING**

Notice is hereby given that the City of Fort Lupton is in receipt of an application for oil and gas permits, known as the Villano HZ Wells, located at certain parcels of land described in the legal description below. The public hearing is to be held before the City Council on August 1, 2016 at 7:00 P.M. or as soon as possible thereafter.

The public hearings shall be held in the City Hall, 130 South McKinley Avenue, Fort Lupton, Colorado, or at such other time or place in the event this hearing is adjourned. Further information is available through the City Planning and Building Department at (303) 857-6694, Extension 128.

ALL INTERESTED PERSONS MAY ATTEND.

LEGAL DESCRIPTION

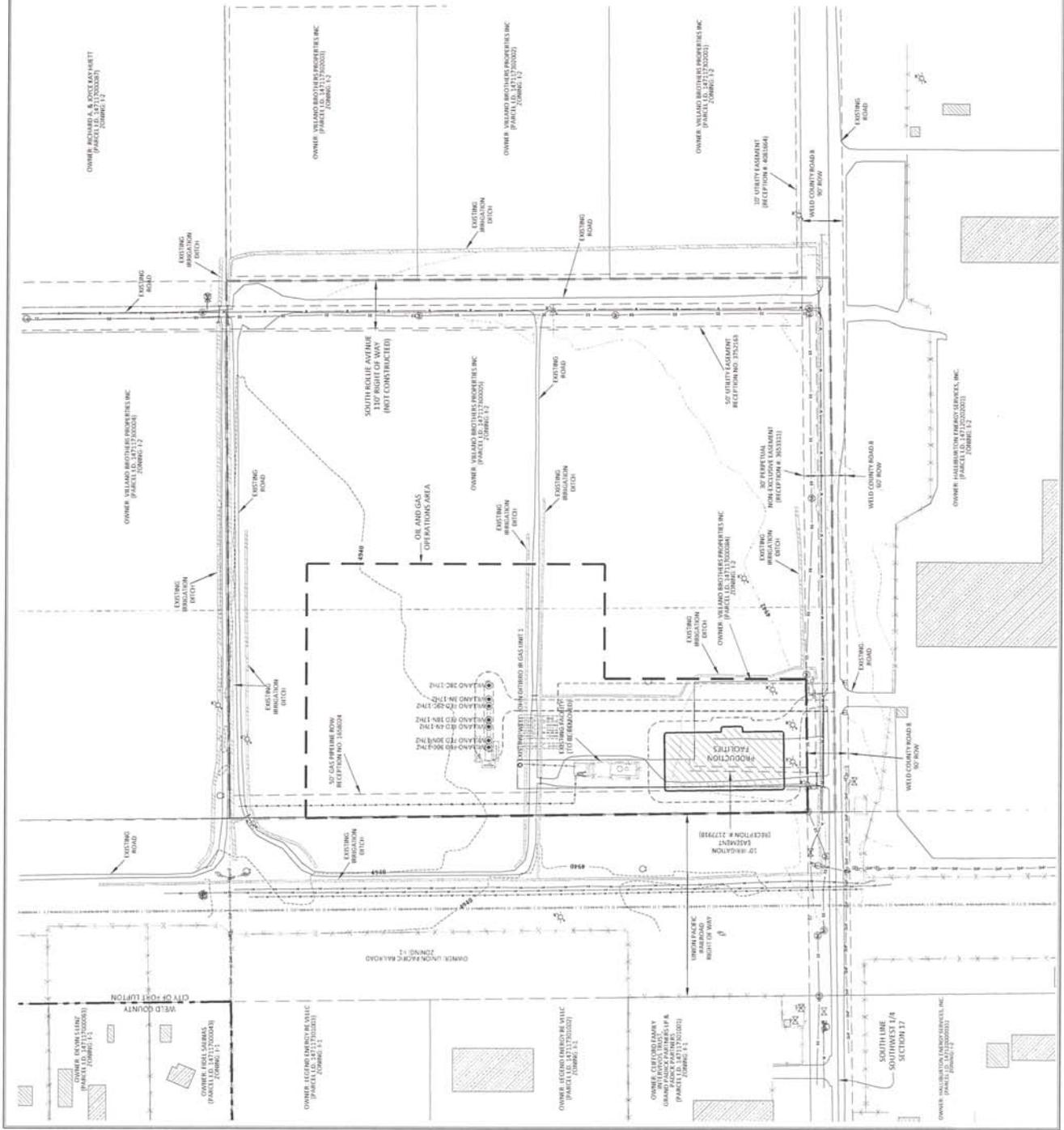
Township 1 North, Range 66 West, 6th P.M. Section 17: A portion of the Southwest Quarter being more particularly described as Lots A and B of Recorded Exemption No. 1471-17-3-RE1167 recorded on April 28, 1989 at Reception No. 02177918 in the records of the Clerk and Recorder of Weld County, Colorado.

MASTER PLAN

VILLANO FED 30C-17HZ,
 VILLANO FED 30N-17HZ, VILLANO FED 4N-17HZ,
 VILLANO FED 18N-17HZ, VILLANO FED 29C-17HZ,
 VILLANO 3N-17HZ & VILLANO 28C-17HZ
 LOCATED IN THE SOUTHWEST 1/4, SECTION 17,
 TOWNSHIP 1 NORTH, RANGE 66 WEST, 6TH P.M.,
 CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO

LEGEND

- FORT LUPTON CITY LIMITS
- LEASEHOLD MINERAL INTEREST
- OIL AND GAS OPERATIONS AREA
- EXISTING CONTIGUOUS (2' INTERVAL)
- EXISTING PIPELINE
- EXISTING FENCE
- EXISTING BURIED POWER LINE
- EXISTING OVERHEAD POWER LINE
- EXISTING OVERHEAD WATER LINE
- EXISTING CHASISIT
- EXISTING BURIED FIBER OPTIC LINE
- RAILROAD TRACKS
- EXISTING SANITARY SEWER LINE
- EXISTING WATER MAIN/POLE
- EXISTING PUMP
- EXISTING WATER VALVE
- EXISTING WELL LOCATION
- EXISTING POWER POLE
- EXISTING FIRE HYDRANT
- GUY WIRE
- TELEPHONE PEDESTAL
- COMMUNICATION TOWER
- EXISTING BUILDING FOOTPRINT
- EXISTING BUILDING
- EXISTING WATER WELL (LOCATION BASED ON COGCC WEBSITE)



609
LOVELAND OFFICE
 1435 Federal Drive, Suite 104
 Loveland, CO 80538
 Phone: 970.764.4311

SHERIDAN OFFICE
 1095 Suburban Avenue
 Sheridan, CO 80460
 Phone: 970.474.4629

CONSULTING, LLC

Kerr-McCae Oil & Gas Onshore LP
 1099 18th Street
 Denver, Colorado 80202

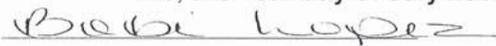
SCALE: 1" = 200'
 DATE: 4/17/18
 DRAWN BY: JMS
 CHECKED BY: JMS
 SHEET NO.: 609-18

**PROOF OF PUBLICATION
FORT LUPTON PRESS
COUNTY OF WELD SS.
STATE OF COLORADO**

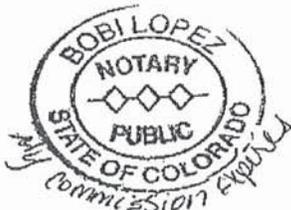
I, Tim Zeman, do solemnly swear that I am the Publisher of the **Fort Lupton Press** is a weekly newspaper printed and published in the County of Weld State of Colorado, and has a general circulation therein; that said newspaper has been published continuously and uninterruptedly in said county of Weld for a period of more than fifty-two consecutive weeks prior to the first publication of the annexed legal notice or advertisement; that said newspaper has been admitted to the United States mails as second-class matter under the provisions of the act of March 3, 1879, or any amendments thereof, and that said newspaper is a weekly newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado. That the annexed legal notice or advertisement was published in the regular and entire issue of every number of said weekly newspaper for the **period of ONE consecutive insertion(s)** and that the first publication of said notice was in the issue of newspaper, dated **13th day of July 2016** the last on the **13th day of July 2016**



Managing Editor, Subscribed and sworn before me, this **13th day of July 2016**



Notary Public.
Notary ID No. 20024002511



My Commission Expires February 2, 2018

**CITY OF FORT LUPTON
NOTICE OF PUBLIC HEARING**

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ALL INTERESTED PERSONS MAY ATTEND.

LEGAL DESCRIPTION

Township 1 North, Range 66 West, 6th P.M. Section 17: A portion of the Southwest Quarter being more particularly described as Lots A and B of Recorded Exemption No. 1471-17-3-RE1167 recorded on April 28, 1989 at Reception No. 02177918 in the records of the Clerk and Recorder of Weld County, Colorado

**CITY OF FORT LUPTON
CITY COUNCIL**



Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Chris Cross, Ward 3

Tommy Holton, Mayor

David Crespino, Ward 1
Zoe A. Stieber, Ward 2
Bob McWilliams, Ward 3

AM 2016-103

**APPROVE A SUPPLEMENTAL BUDGET RESOLUTION TO VARIOUS FUNDS FOR AN AMOUNT
OF \$1,512,748**

I. **Agenda Date:** Council Meeting – August 1, 2016

II. **Attachments:** a. Resolution

III. **Summary Statement:**

To facilitate compliance with the State Auditor concerning over budget items, we are proposing to do a supplemental appropriation of \$1,515,100 to the 2016 budget.

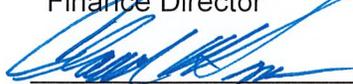
IV. **Submitted by:**


Leann Perino, Finance Director

V. **Finance Reviewed**


Finance Director

VI. **Approved for Presentation:**


City Administrator

VII. **Attorney Reviewed**

_____ Approved

_____ Pending Approval

VIII. **Certification of Council Approval:**

_____ City Clerk

_____ Date

IX. Detail of Issue/Request:

To facilitate compliance with the State Auditor concerning budget items, we are proposing a supplemental appropriation. This appropriation will appropriate capital expenditures in the funds listed below.

EXPENDITURES		
<u>Fund</u>	<u>Description</u>	<u>Amount</u>
General Fund	Salary & Benefit Adjustments	\$ 22,943
	Tyler Technology's Encode Software	193,015
	Hardware for Encode Software	15,969
	CIRSA Work Comp Audit Corrections	17,503
	Council Donations	21,839
	Street Projects	1,000,000
		1,271,269
Street Sales Tax Fund	S. Denver Avenue Engineering	41,917
	16 th Street Design	36,000
		77,917
Utility Fund	3 Shares Fulton Ditch	72,000
	Salary & Benefit Adjustments	10,527
	Tyler Technology's Encode Software	46,055
		128,582
Golf Course Fund	Pavilion Upgrade	34,980
Total Expenditures		\$ 1,512,748

X. Legal/Political Considerations:

To be compliant with Colorado Revised Statutes 29-1-101, "Local Budget Law of Colorado", entities must follow statutory procedure to authorize spending in excess of the appropriation of the budget.

XI. Alternatives/Options:

None

XII. Financial Considerations:

The above listed expenditures have been approved by the council on previous action memoranda and require a supplemental budget appropriation to comply with state statutes.

XIII. Staff Recommendation:

Approve resolution R2016XX appropriating \$1,512,748 to the various funds listed.

RESOLUTION NO. 2016RXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORT LUPTON APPROPRIATING \$1,512,748 IN FUNDS FOR THE 2016 BUDGET.

WHEREAS, the City of Fort Lupton duly appropriated funding for all Funds in 2016 for all cash outlay from these funds; and

WHEREAS, certain funds are needed to cover expense that were unknown at the time of the budget adoption; and

WHEREAS, funds will be received that were unknown at the time of the budget adoption; and

WHEREAS, the City of Fort Lupton has determined that the appropriation of these items serve a valid public purpose for the benefit of the entire community;

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

Section 1

APPROPRIATION: That out of current and probable sources of the City of Fort Lupton, Colorado, for and during the year beginning the first day of January, 2015, there is hereby appropriated the following sums of money or that portion necessary for the purposes herein named:

General Fund	\$	1,271,269
Street Sales Tax Fund		77,917
Utility Fund		128,582
Golf Course Fund		34,980
Total Increase in Expenditures		<hr/> 1,512,748

Section 2

RESERVES: That the Budget appropriation herein summarized above does reflect uses exceeding sources. The variance is funded through use of Reserves in each fund listed:

General Fund	\$	1,271,269
Street Sales Tax Fund		77,917
Utility Fund		128,582
Golf Course Fund		34,980
Total Decrease in Reserves		<hr/> 1,512,748

The City Council hereby finds, determines and declares that this Resolution is necessary for the immediate preservation of the public peace, health and safety, and that it serves a valid public purpose.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 1ST DAY OF AUGUST 2016.

City of Fort Lupton, Colorado

Tommy Holton, Mayor

Approved as to form:

Attest:

Andy Ausmus, City Attorney

Nanette Fornof, City Clerk

IX. Detail of Issue/Request:

The City has a water service line across the King property to the east of the cemetery. Kerr McGee plans to make use of the area for gas and oil operations next year. In order to relocate the water service, City staff and Kerr McGee personnel have agreed to extend the water main from WCR 29 and WCR 12 to the cemetery.

Kerr McGee will share costs of the project equal to the cost of running the water service line from its existing location in WCR 29 to the cemetery eastern property line. The water main extension benefits the city by increasing the main for future connection along WCR 12.

Kerr McGee's shared cost is \$83,420.00 with a remaining project cost for the city of \$29,447.00. The city share can be reassigned from the Cemetery Fund Capital Projects Drainage Works. We can evaluate the drainage issue through this year as irrigation will not be used on the uphill property. Drainage improvements may not be needed without the constant irrigation requirements on this parcel. Alternatively, the gateway improvements could be delayed while we determine preferred entry way design.

X. Legal/Political Considerations:

The City Attorney worked with staff to obtain the final donation agreement.

XI. Alternatives/Options:

Acceptance and signing of the agreement is required to continue the project.

- 1. Ratify the Mayor's signature*
- 2. Not Ratify the Mayors signature*

XII. Financial Considerations:

The signing of the donation agreement will allow us to move forward with the project. The city share will come out of the cemetery budget for drainage (Drainage Works \$40,000)

XIII. Staff Recommendation:

Staff recommends Council ratify the Mayor's signature on the Donation Agreement with Kerr McGee.

DONATION AGREEMENT

THIS DONATION AGREEMENT (the "Agreement") is entered into as of the ____ day May, 2016, by and between the City of Fort Lupton, Colorado, a Colorado municipal corporation, with an address of 130 S. McKinley Ave. Fort Lupton, CO 80621 (the "City") and Kerr-McGee Oil and Gas Onshore LP, a Delaware Corporation, with an address of 1099 18th Street, Suite 1800, Denver, Colorado 80202 ("KMG") (each individually a "Party" and collectively, the "Parties").

WHEREAS, the City owns a waterline easement that crosses beneath property owned by King, LLC ("Surface Owner") and more fully described on the attached Exhibit A ("Property");

WHEREAS, KMG and the Surface Owner have plans for oil and gas operations on the Property;

WHEREAS, KMG, the Surface Owner and the City desire to relocate the waterline that is located beneath the Property.

WHEREAS, the City intends to relocate the waterline south of Weld County Road 12 and west of Weld County Road 29 at the location depicted on Exhibit B within the Weld County Road 12 right-of-way.

WHEREAS, the City does not have the resources, funding or practical capability to relocate the waterline in the near future at the full cost and expense;

WHEREAS, KMG has a desire to have the waterline relocated so that its proposed oil and gas operations can be finalized without the uncertainty of the existing waterline location remaining in place;

WHEREAS, KMG has offered to donate to the City the majority of the funds necessary for the relocation and is prepared to provide such donation no later than January 31, 2017;

WHEREAS, pursuant to C.R.S. § 31-15-101, the City is authorized to accept gifts and donations;

WHEREAS, pursuant to C.R.S. § 31-15-702(VIII)(II)(c) or 707-711[AH], the City Council (the "Council") is authorized to relocate waterlines within the City;

WHEREAS, the Board finds that the immediate relocation of the waterline would benefit the City and the acceptance of the donation from KMG would also benefit the public generally;

WHEREAS, KMG and the City wish to establish the terms and conditions of KMG's donation, as further set forth herein.

NOW THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Donation of Funds. Except as otherwise provided herein, KMG agrees to donate to the City \$83,420 toward the relocation of the waterline. The remaining expenses are anticipated to be \$29,447 and the City agrees to cover these and any and all excess costs.

2. Hiring, Oversight of Work and Inspection by Town. KMG shall not be responsible for the hiring of contractors and subcontractors that will perform the work for which the donation is intended to cover. The Town agrees to hire and coordinate the contractor and or subcontractors who shall perform the waterline relocation. The Town agrees that it shall bear the sole risk and liability associated with the work performed and ultimate use of the waterline.

3. Payment Obligations. ~~Only upon execution of the Right of Way Waterline Relocation Agreement, and upon completion of the actual relocation~~ Within thirty (30) days of commencement of construction activities related to the relocation. ~~At the time of execution of this Agreement~~ KMG shall provide a one lump sum payment of \$83,420 to the City which shall be directly applied to all expenses and costs associated with the waterline relocation. The City agrees to pay any and all contractors and subcontractors performing the relocation anticipated by, and work required under, this Agreement in accordance with the agreements executed by those parties. KMG's payment obligations under this Agreement are limited to those payment obligations set forth herein.

4. Inspection and Maintenance. The City shall be solely responsible for the construction and/or maintenance of the waterline in accordance with the any construction, use or maintenance requirements promulgated by the Town or other governing body.

5. Release. The City hereby waives, exempts, releases and discharges KMG, its officers, employees and agents, from any and all claims, demands, and actions for injury, loss, or damage, arising out of or in any way related to its donation under this Agreement or to the condition or use of the waterline.

6. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.

7. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligation of this Agreement.

8. Integration. This Agreement and any attached exhibits constitute the entire Agreement between KMG and the City, superseding all prior oral or written communications.

9. Third Parties. There are no intended third-party beneficiaries to this Agreement.

10. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail, addressed to:

The City:

KMG: Legal Department
1099 18th Street, Suite 1800
Denver, CO 80202

11. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

12. Modification. This Agreement may only be modified upon written agreement of the Parties.

13. Assignment. Except as expressly provided otherwise, neither this Agreement nor any of the rights or obligations of the Parties hereto shall be assigned by either Party without the written consent of the other.

14. Governmental Immunity. The City, its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended, or otherwise available to the City and its officers, attorneys or employees.

15. Rights and Remedies. The rights and remedies of the Parties under this Agreement are in addition to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

CITY OF FORT LUPTON

Name: _____

Title: Mayor

ATTEST:

Name: _____

Title: City Clerk

Kerr-McGee Oil and Gas Onshore LP

By: _____
Its: Agent and Attorney-In-Fact

ACKNOWLEDGEMENTS

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 20___, by _____ as _____.

My commission expires: _____

(S E A L)

Notary Public: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 20___, by _____ as _____.

My commission expires: _____

(S E A L)

Notary Public: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 20___, by _____ as Agent and Attorney-in-Fact, on behalf of Kerr-McGee Oil and Gas Onshore LP.

My commission expires: _____

(S E A L)

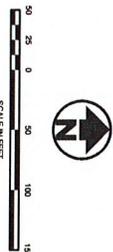
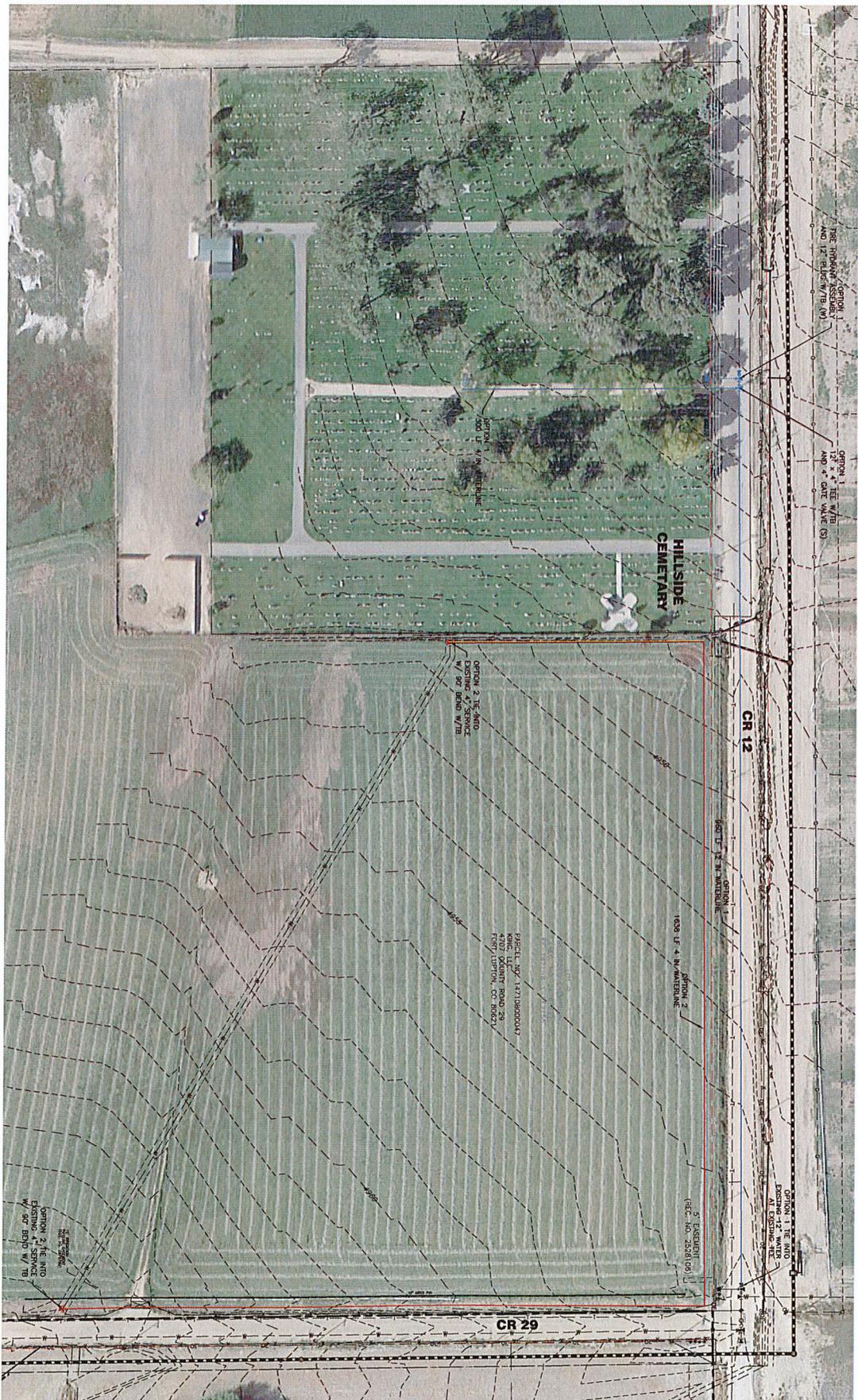
Notary Public: _____

EXHIBIT A

[Legal Description]

The East Half of the Northeast Quarter of Section 8, Township 1 North, Range 66 West of the 6th P.M. excepting parcels of land containing 5.25 acres, as further described in that certain Quit Claim Deed dated December 24, 1997 and recorded at Reception No. 2773146 in the records of the Clerk and Recorder's Office of Weld County, Colorado

EXHIBIT B



DATE	3/16/16
DESIGNED BY	WJMS
CHECKED BY	WJMS
SCALE	1" = 50'
SHEET	1 OF 1

REVISIONS				
No.	Date	By	Chk.	Description

City of Fort Lupton

EXHIBIT A

Anadarko Water Line

Proposed Water Line Options

J&T Consulting, Inc.

305 Denver Avenue - Suite D
 Fort Lupton, CO 80621
 Ph: 303-657-6222 Fax: 303-657-6224
 www.jtconsulting.com

CITY OF FORT LUPTON CITY COUNCIL



Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Chris Cross, Ward 3

Tommy Holton, Mayor

David Crespín, Ward 1
Zoe A. Stieber, Ward 2
Bob McWilliams, Ward 3

AM 2016-105

Approve Resolution 2016Rxxx Approving the Appointment of Mayor Tommy Holton to the High Plains Library District Transition Board of Trustees

I. **Agenda Date:** Council Meeting – August 1, 2016

II. **Attachments:** a. Purposed Resolution

III. **Summary Statement:**

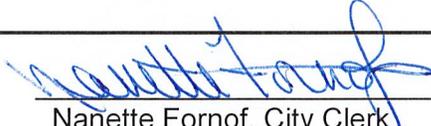
In 1985, Weld County along with the City of Fort Lupton and other local governments established the Weld Library District (High Plains Library District). The Trustee of the Library District filed an injunction action in 2014 against the local governments who established the District. On July 26, 2016, representative for the entities mediated the action and generally agreed that new trustees would be appointed to the District Board. The terms will commence on or before September 1, 2016.

The following persons will be appointed to the High Plains Library District Transition Board of Trustees.

Tommy Holton, with a term to expire December 31, 2017;
Ray Patch, with a term to expire December 31, 2018;
Gary "Butch" White, with a term to expire December 31, 2019;
Barbara Kirkmeyer, with a term to expire December 31, 2020.

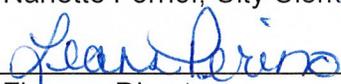
The proposed resolution is for the appointment of Tommy Holton, whose term will expire December 31, 2017

IV. **Submitted by:**



Nanette Fornof, City Clerk

V. **Finance Reviewed**



Finance Director

VI. **Approved for Presentation:**

City Administrator

VII. **Attorney Reviewed**

_____ Approved

_____ Pending Approval

VIII. **Certification of Council Approval:**

City Clerk

Date

IX. Detail of Issue/Request:

In 1985, Weld County along with the City of Fort Lupton and other local governments established the Weld Library District (High Plains Library District). The Trustee of the Library District filed an injunction action in 2014 against the local governments who established the District. On July 26, 2016, representative for the entities mediated the action and generally agreed that new trustees would be appointed to the District Board. The terms will commence on or before September 1, 2016.

The following persons will be appointed to the High Plains Library District Transition Board of Trustees.

Tommy Holton, with a term to expire December 31, 2017;
Ray Patch, with a term to expire December 31, 2018;
Gary "Butch" White, with a term to expire December 31, 2019;
Barbara Kirkmeyer, with a term to expire December 31, 2020.

The proposed resolution is for the appointment of Tommy Holton, whose term will expire December 31, 2017

X. Legal/Political Considerations:

XI. Alternatives/Options:

XII. Financial Considerations:

None known of.

XIII. Staff Recommendation:

Approve the proposed Resolution appointing Tommy Holton to the High Plains Library District Transition Board, term expiring December 31, 2017.

RESOLUTION 2016RXXX

**A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON
APPROVING APPOINTMENTS TO HIGH PLAINS LIBRARY DISTRICT
TRANSITION BOARD OF TRUSTEES**

WHEREAS, the Council of the City of Fort Lupton of Weld County, Colorado, pursuant to Colorado statute and the Fort Lupton Municipal Code, is vested with the authority of administering the affairs of City of Fort Lupton, Colorado, and

WHEREAS, Weld County along with the City of Fort Lupton established the Weld Library District, now known as the High Plains Library District (HPLD), with other local governments within Weld County in 1985, and

WHEREAS, the Trustees of the HPLD filed an injunctive action in 2014 against the City of Fort Lupton, and the other local governments which established the library district, and

WHEREAS, representatives for the parties mediated the dispute on July 26, 2016, and generally agreed that new trustees would be appointed to the HPLD Transition Board of Trustees with terms beginning on or about September 1, 2016, and

WHEREAS, pursuant to the terms of the settlement agreement, the City of Fort Lupton and the other named defendant local governments are authorized to appoint four persons to the HPLD Transition Board of Trustees, and HPLD is authorized to appoint three persons to the HPLD Transition Board of Trustees, and

WHEREAS, the City Council approves the appointment of the following persons to the HPLD Transition Board of Trustees:

Tommy Holton, with a term to expire December 31, 2017;
Ray Patch, with a term to expire December 31, 2018;
Gary "Butch" White, with a term to expire December 31, 2019;
Barbara Kirkmeyer, with a term to expire December 31, 2020.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Fort Lupton of Weld County, Colorado, that these appointments are hereby approved.

**APPROVE AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO
THE CITY COUNCIL THIS 1ST DAY OF AUGUST 2016.**

CITY OF FORT LUPTON,
COLORADO

Tommy Holton, Mayor

ATTEST:

Nanette S. Fornof, MMC
City Clerk

APPROVED AS TO FORM:

Andy Ausmus, City Attorney



COME PAINT YOUR FUTURE WITH US

Upcoming Events

- | | |
|-----------------|--|
| August 2, 2016 | National Night Out – First Street and McKinley Avenue – 5:30-8:30 p.m. |
| August 10, 2016 | Town Hall Meeting – 130 South McKinley Avenue – 6:30 p.m. |
| August 24, 2016 | Town Hall Meeting – 130 South McKinley Avenue – 6:30 p.m. |