

City of Fort Lupton
City Council Agenda
Regular Meeting
Tuesday, January 7, 2020
7:00 p.m.
130 South McKinley Avenue

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 three (3) minutes - Mayor Stieber

Approval Of Agenda

Review Of Accounts Payables

a. **01072020 Accounts Payable**

Documents:

[01072020 Accounts Payable.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/moved from the Consent Agenda.

a. **12162019 City Council Meeting Minutes**

Documents:

[12162019 City Council Meeting Minutes.pdf](#)

b. **Second Reading Ordinance 2019-1072 Rezoning Land Legally**

Described In Exhibit 'A' And Known As The Courtyards At Lupton Village Rezoning, To The PUD Planned Unit Development Zone District

Documents:

[Second Reading Ord 2019-1072 Courtyards At Lupton Village Change Of Zone.pdf](#)

- c. **AM 2020-001 Approving A Resolution Designating The City Of Fort Lupton Webpage www.fortluptonco.gov As The Public Place For Posting Notices Of Public Meetings In Accordance With Colorado Revised Statutes Open Meetings Law 24-6-402**

Documents:

[AM 2020-001 Approving A Resolution Designating The City Webpage As The Public Place For Posting Notices.pdf](#)

- d. **AM 2020-010 Approving A Resolution Ratifying The Mayor's Appointment Of Terri Kopfman To The Fort Lupton Public And School Library Board As A Trustee For A Term To Expire December 31, 2023**

Documents:

[AM 2020-010 Approving A Resolution Appointing Teri Kopfman To The Library Board.pdf](#)

- e. **AM 2020-011 Approving A Resolution Ratifying The Mayor's Appointment Of The Attached List Of Candidates (Exhibit 'A') To The Corresponding Advisory Committees For A Term Beginning January 7, 2020 And Ending December 31, 2021**

Documents:

[AM 2020-011 Approving A Resolution Appointing Candidates To Certain Advisory Committees.pdf](#)

Public Hearings

Public Hearings allow members of the audience to present comments and questions to the City Council on the item being presented. Comments and questions may be limited to three (3) minutes- Mayor Stieber

- a. **AM 2020-006 Approve Petro Operating Company LLC's Application For Oil And Gas Permits To Drill And Produce Twelve (12) New Oil And Gas Wells (Referred To As The LG Everist 2N66W30 Wells)**

Documents:

[AM 2020-006 Approve Petro Operating Company LLC Application For Oil And Gas Permits.pdf](#)

Action Memorandum

- a. **AM 2020-002 Adopting An Ordinance Amending Section 1-72 Fines And Penalties, Section 6-295 Standards Of Conduct, 7-167 Penalties, And Section 8-4 Penalties Of The Fort Lupton Municipal Code**

Documents:

[AM 2020-002 Adopting An Ordinance Amending Specific Sections Of The Fort Lupton Municipal Code.pdf](#)

- b. **AM 2020-003 Accepting A Proposal From Commercial Fitness To Purchase Weight Room Equipment For The Recreation Center For An Amount Not To Exceed \$59,711.44 Allocated From The Recreation Center Fund**

Documents:

[AM 2020-003 Accepting A Proposal From Commercial Fitness For Equipment For The Recreation Center.pdf](#)

- c. **AM 2020-004 Accepting A Proposal From Recreation By Lemmie Jones, LLC To Purchase, Install, And Fabricate A Spiral Staircase Slide And Steel Columns For The Pool At The Recreation Center For An Amount Not To Exceed \$147,800 Allocated From The Recreation Center Fund**

Documents:

[AM 2020-004 Accepting A Proposal From Recreation By Lemmie Jones To Purchase A Spiral Stairwell At The Recreation Center.pdf](#)

- d. **AM 2020-005 Approving A Resolution Adopting The Three Mile Area Plan For 2020**

Documents:

[AM 2020-005 Approving A Resolution Adopting The Three Mile Area Plan.pdf](#)

- e. **AM 2020-007 Approving A Resolution Setting The Planning Commission Meetings To The Second And Fourth Thursday Of**

The Month At 6:00 P.M.

Documents:

[AM 2020-007 Approving A Resolution Setting The Date And Time For Planning Commission Meetings.pdf](#)

- f. **AM 2020-008 Approving Of The Public Improvements Agreement With Basalite Building Products, LLC For Basalite Concrete Products Manufacturing Facility**

Documents:

[AM 2020-008 Approve Of The Public Improvement Agreement With Basalite Building Products.pdf](#)

- g. **AM 2020-009 Awarding A Contract For WWTP Lagoons Mining Engineering Services To Civil Resources, LLC For An Amount Not To Exceed \$139,000 Allocated From The Utility Fund**

Documents:

[AM 2020-009 Award Contract For WWTP Lagoons Mining Engineering Services To Civil Resources.pdf](#)

- h. **AM 2020-012 Approving A Resolution Accepting The Subdivision Improvements Agreement With Lupton Village One, LLC For The Courtyards At Lupton Village PUD**

Documents:

[AM 2020-012 Approving A Resolution Accepting The Subdivision Improvements Agreement With Lupton Village One LLC.pdf](#)

- i. **AM 2020-013 Approving The Submittal For Multimodal Options Fund - Local Fund Project Request From The Colorado Department Of Transportation**

Documents:

[AM 2020-013 Approving The Multimodal Options Fund Local Fund Project Submittal Request From The Colorado Department Of Transportation.pdf](#)

Staff Reports

Mayor/Council Reports

Future City Events

a. 01072020 Upcoming Events

Documents:

[01072020 Upcoming Events.pdf](#)

Adjourn



City of Fort Lupton

Check Report

By Check Number

Date Range: 12/17/2019 - 01/06/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: Golf Course-Golf Course						
000048	AIRGAS USA LLC	12/23/2019	Regular	0.00	11.39	83503
9966855337	Invoice	12/01/2019	GOLF-CYL RENTALS ACETYLENE/OXYGEN-MA...	0.00	11.39	
000239	CITY OF FORT LUPTON	12/23/2019	Regular	0.00	52,944.48	83504
INV00567	Invoice	12/01/2019	Golf ComData Purchases	0.00	530.57	
INV00571	Invoice	11/17/2019	GOLF-COMCAST INV 89785462 FOR 10/15-1...	0.00	259.33	
INV00574	Invoice	12/01/2019	GOLF-EMPLOYEE ASSITANCE PROG FOR NOV...	0.00	4.20	
INV00600	Invoice	12/11/2019	Golf ComData Purchases	0.00	2,959.85	
INV00601	Invoice	12/12/2019	GOLF-PR 11/16-11/29 PAID 12/6/2019	0.00	21,673.78	
INV00603	Invoice	12/12/2019	GOLF-CORRECT INV00539-COMCAST 88236...	0.00	14.85	
INV00604	Invoice	12/12/2019	Golf ComData Purchases	0.00	1,127.30	
INV00605	Invoice	12/12/2019	GOLF-CART PATHS	0.00	26,315.10	
INV00607	Invoice	12/12/2019	GOLF-TRUDILIGENCE 33235,ERGOMED CRED...	0.00	59.50	
000306	COMCAST BUSINESS	12/23/2019	Regular	0.00	241.75	83505
120790 DEC19	Invoice	12/06/2019	GOLF-COMCAST INTERNET/PHONE-PRO SH...	0.00	241.75	
000461	FERRELLGAS LP	12/23/2019	Regular	0.00	1,575.34	83506
1108736757	Invoice	12/09/2019	Ferrellgas Propane Refill	0.00	1,575.34	
000735	LL JOHNSON DISTRIBUTING	12/23/2019	Regular	0.00	12,995.00	83507
1123202-00	Invoice	12/05/2019	GC- Irrigation Injection System- Golf Course	0.00	12,995.00	
001913	LUXOTTICA OF AMERICA, INC	12/23/2019	Regular	0.00	74.80	83508
6903761419	Invoice	12/01/2019	GOLF-FLAK 2.OXL POLISHED GOLF-PRO SHOP	0.00	74.80	
000768	MASEK GOLF CAR OF COLORADO	12/23/2019	Regular	0.00	100.38	83509
01-59280	Invoice	12/10/2019	GOLF-YAM COVER, PADS-PRO SHOP	0.00	100.38	
000999	SHAMROCK FOODS COMPANY	12/23/2019	Regular	0.00	1,479.51	83510
20291136	Invoice	12/09/2019	GOLF-FOOD/SNACKS-PRO SHOP	0.00	909.24	
20291137	Invoice	12/09/2019	GOLF-FOOD,SNACKS,SUPPLIES-PROSHOP	0.00	570.27	
001052	SWIRE COCA-COLA, USA	12/23/2019	Regular	0.00	316.13	83511
13923205995	Invoice	12/10/2019	GOLF-BEVERAGES-PRO SHOP	0.00	316.13	
001137	UNITED POWER	12/23/2019	Regular	0.00	1,353.17	83512
1194602 DEC19	Invoice	12/13/2019	United Power	0.00	407.27	
1195001 DEC19	Invoice	12/13/2019	United Power	0.00	641.77	
1195701 NOV19	Invoice	12/17/2019	United Power	0.00	258.25	
19595600 DEC19	Invoice	12/13/2019	United Power	0.00	25.01	
6601202 DEC19	Invoice	12/13/2019	United Power	0.00	20.87	
001346	USGA CLUB MEMBERSHIP	12/23/2019	Regular	0.00	150.00	83513
43640002 DEC19	Invoice	12/19/2019	GOLF-USGA MEMBERSHIP-PRO SHOP	0.00	150.00	
001183	WAXIE SANITARY SUPPLY	12/23/2019	Regular	0.00	45.00	83514
78620879	Invoice	12/01/2019	GOLF-GENERAL SUPPLIES-PRO SHOP	0.00	45.00	
001207	WESTERN DISTRIBUTING INC	12/23/2019	Regular	0.00	628.00	83515
371-01651	Invoice	12/13/2019	GOLF-WINE ETC-PRO SHOP	0.00	628.00	
000024	ACE HARDWARE OF FORT LUPTON	12/30/2019	Regular	0.00	233.61	83518
80096	Invoice	12/05/2019	GOLF-STAPLE COIL-MAINT	0.00	2.99	
80113	Invoice	12/06/2019	GOLF-CUTOFF WHEEL, SANDBELT-MAINT	0.00	26.97	
80121	Invoice	12/06/2019	GOLF-LED MIN LIGHTS-MAINT	0.00	29.97	
80156	Invoice	12/09/2019	GOLF-LED MINI LIGHTS-MAINT	0.00	45.76	

Check Report

Date Range: 12/17/2019 - 01/06/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
80178	Invoice	12/10/2019	GOLF-PAINT,PAINTBRUSHES-MAINT	0.00	103.96	
80250	Invoice	12/13/2019	GOLF-GORILLA GLUE, BRACES-MAINT	0.00	23.96	
001881	HALO BRANDED SOLUTIONS INC	12/30/2019	Regular	0.00	111.00	83519
4284154	Invoice	12/11/2019	GOLF-CIRCULAR LABELS-PRO SHOP	0.00	111.00	
001577	SI-PRODUCTS LLC	12/30/2019	Regular	0.00	351.28	83520
U9588810	Invoice	12/01/2019	GOLF-JACKETS, PULLOVERS-PRO SHOP	0.00	220.90	
U9595970	Invoice	12/01/2019	GOLF-CAR COAT, THERMAL JACKET-PRO SH...	0.00	130.38	
001105	TOSHIBA FINANCIAL SERVICES	12/30/2019	Regular	0.00	247.25	83521
402464200	Invoice	12/16/2019	GOLF-108159 LEASE 12/10/19-01/10/20-PRO..	0.00	247.25	
001301	AAA AUTO PARTS INC	01/06/2020	Regular	0.00	9.89	83522
76199	Invoice	12/19/2019	GOLF-HOSE CLAMP-MAINT	0.00	1.57	
76200	Invoice	12/19/2019	GOLF-HOSE CUTTER-MAINT	0.00	8.32	
000024	ACE HARDWARE OF FORT LUPTON	01/06/2020	Regular	0.00	19.99	83523
80331	Invoice	12/19/2019	GOLF-NITRILE GLOVES-MAINT	0.00	19.99	
000206	CENTURYLINK	01/06/2020	Regular	0.00	52.50	83524
3945 DEC19	Invoice	12/19/2019	GOLF-DEC19 TELEPHONE-MAINT	0.00	52.50	
000239	CITY OF FORT LUPTON	01/06/2020	Regular	0.00	175.00	83525
122619	Invoice	01/02/2020	GOLF-2020 CITY OCCUPATIONAL LICENSE-P...	0.00	175.00	
000241	CITY OF FT LUPTON-UTIL INVOICE	01/06/2020	Regular	0.00	172.69	83526
110249001 DEC19	Invoice	12/31/2019	Water/Sewer Bill-Golf	0.00	81.28	
110252101 DEC19	Invoice	12/31/2019	Water/Sewer Bill-Golf	0.00	51.25	
770214501 DEC19	Invoice	12/31/2019	Water/Sewer Bill-Golf	0.00	40.16	
001951	COMCAST	01/06/2020	Regular	0.00	14.77	83527
121819	Invoice	12/18/2019	GOLF-DEC19 CABLE-PRO SHOP	0.00	14.77	
000636	JC GOLF ACCESSORIES	01/06/2020	Regular	0.00	79.22	83528
SI-159166	Invoice	12/13/2019	GOLF-DRI TAC WINN-PRO SHOP	0.00	79.22	
000933	R&R PRODUCTS INC	01/06/2020	Regular	0.00	321.96	83529
CD2404888	Invoice	12/17/2019	GOLF-TIRES 24X13.00-MAINT	0.00	321.96	
001963	WASTE CONNECTIONS OF COLO, INC	01/06/2020	Regular	0.00	248.82	83530
3926045	Invoice	12/16/2019	GOLF-31174343 DEC19 TRASH-PRO SHOP	0.00	179.76	
3926046	Invoice	12/16/2019	GOLF-31174344 DEC19 TRASH-MAINT	0.00	69.06	
001224	XCEL ENERGY-GAS	01/06/2020	Regular	0.00	246.07	83531
665724171	Invoice	12/17/2019	GOLF-DEC19 GAS BILL-PRO SHOP	0.00	246.07	
000285	COLORADO DEPARTMENT OF REVENUE	12/19/2019	Bank Draft	0.00	718.49	DFT0001116
121919 GOLF	Invoice	12/19/2019	GOLF-NOVEMBER SALES TAX	0.00	718.49	

Bank Code Golf Course Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	50	27	0.00	74,199.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	1	1	0.00	718.49
EFT's	0	0	0.00	0.00
	51	28	0.00	74,917.49

Check Report

Date Range: 12/17/2019 - 01/06/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: Pooled Cash-Pooled Cash						
002203	ABIGAL DICAMILLO	12/23/2019	Regular	0.00	60.00	66580
2006017.001	Invoice	12/01/2019	REC-CLOWNFISH REIMB OLIVIA	0.00	30.00	
2006018.001	Invoice	12/01/2019	REC-CLOWNFISH REIMB BRYCENRUSSELL	0.00	30.00	
000026	ACTIVE CABLING & COMMUNICATIONS LLC	12/23/2019	Regular	0.00	614.76	66581
202523	Invoice	12/16/2019	Network Wiring at Rec Center	0.00	614.76	
000037	ADVANCED URGENT CARE AND OCC MED	12/23/2019	Regular	0.00	290.00	66582
48926	Invoice	12/01/2019	GF-HEPB TOVES-PD	0.00	105.00	
48927	Invoice	12/01/2019	GF-HEPB GROSSMAN-PD	0.00	105.00	
51468	Invoice	12/14/2019	GF-POST ACCIDENT DOT SCREEN ADAME-HR	0.00	80.00	
000040	AFLAC	12/23/2019	Regular	0.00	2,178.98	66583
646760	Invoice	12/11/2019	GF-AFLAC PAYABLE DEC19	0.00	2,178.98	
000051	ALBERTSONS/SAFEWAY	12/23/2019	Regular	0.00	36.00	66584
80321312071910..	Invoice	12/07/2019	REC-POOL PARTY	0.00	36.00	
000108	AUSMUS LAW FIRM PC	12/23/2019	Regular	0.00	11,190.00	66585
6514	Invoice	12/04/2019	GF-PROSECUTION SERVICES NOV19-COURT	0.00	1,200.00	
6524	Invoice	12/16/2019	GF-SEPT24-DEC6 LEGAL FEE-LEGAL	0.00	9,990.00	
000136	BG'S JAPANESE DESIGNS	12/23/2019	Regular	0.00	673.00	66586
6149	Invoice	12/01/2019	GF-EMBROIDERY SERVICES	0.00	500.00	
6153	Invoice	12/01/2019	GF-EMPLOYEE APPRECIATION GIFTS-CITY A...	0.00	173.00	
000182	CEM SALES & SERVICE INC	12/23/2019	Regular	0.00	1,275.51	66587
151103	Invoice	12/13/2019	REC-POOL/SPA MOSS	0.00	570.51	
151104	Invoice	12/13/2019	REC-POOL/SPA CHLORINE	0.00	705.00	
000216	CHAMBER OF COMMERCE	12/23/2019	Regular	0.00	48.00	66588
4803	Invoice	12/17/2019	GF-CHAMBER LUNCH DEC2019	0.00	48.00	
001949	CIVIL RESOURCES, LLC	12/23/2019	Regular	0.00	26,663.75	66589
19-305-.01.02	Invoice	12/17/2019	UF- WWTP Lagoon Slurry Wall Design- Stora...	0.00	26,663.75	
001945	DAVID FORNOF	12/23/2019	Regular	0.00	50.00	66590
121119 DAV	Invoice	12/11/2019	GF-EMPLOYEE APPRECIATION PARTY-LEGIS	0.00	50.00	
000388	DIGETEK, LLC	12/23/2019	Regular	0.00	3,000.00	66591
6756	Invoice	12/18/2019	General Use 20Hrs Support	0.00	3,000.00	
000429	EMPIRE PORTABLE RESTROOMS	12/23/2019	Regular	0.00	575.00	66592
47136	Invoice	12/10/2019	GF-PORTABLE RESTROOM 12/10-01/06/20-...	0.00	575.00	
000488	FORT LUPTON PRESS	12/23/2019	Regular	0.00	81.98	66593
120919	Invoice	12/09/2019	GF-ANNUAL SUBSCRIPTION-CITY ADM	0.00	40.99	
120919M	Invoice	12/09/2019	GF-ANNUAL SUBSCRIPTION-CITY CLK	0.00	40.99	
001881	HALO BRANDED SOLUTIONS INC	12/23/2019	Regular	0.00	504.74	66594
4285151	Invoice	12/11/2019	GF-EPOLA LAPEL PINS-CITY CL	0.00	504.74	
001786	JOHNSON CONTROLS SECURITY SOLUTIONS	12/23/2019	Regular	0.00	157.56	66595
33592855	Invoice	12/07/2019	CPR-CABLE-MUSEUM	0.00	157.56	
000729	LINDA KUDRNA	12/23/2019	Regular	0.00	74.82	66596
121319	Invoice	12/13/2019	CPR-MILEAGE-SENIORS	0.00	74.82	
000783	MEANDERING WITH MARY	12/23/2019	Regular	0.00	135.00	66597
121019	Invoice	12/13/2019	CPR-DECEMBER CASINO TRIP-SENIORS	0.00	135.00	
000787	METROWEST NEWSPAPERS	12/23/2019	Regular	0.00	450.00	66598
015485 201911	Invoice	12/01/2019	GF-NEWSPAPER ADVERTISEMENT-LEGIS	0.00	225.00	
015485 201912	Invoice	12/18/2019	GF-HAPPY HOLIDAYS-LEGIS	0.00	225.00	

Check Report

Date Range: 12/17/2019 - 01/06/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
000820	MUNICODE	12/23/2019	Regular	0.00	275.00	66599
337272	Invoice	12/04/2019	GF-ADMIN SUPPORT FEE 12/1/19 - 11/30/20...	0.00	275.00	
000828	NANETTE S FORNOF	12/23/2019	Regular	0.00	50.00	66600
121119 NAN	Invoice	12/11/2019	GF-EMPLOYEE APPRECIATION PARTY-LEGIS	0.00	50.00	
000865	OFFICE DEPOT	12/23/2019	Regular	0.00	293.86	66601
411359459001	Invoice	12/04/2019	GF-OFFICE SUPPLIES	0.00	71.97	
411360385001	Invoice	12/05/2019	GF-HP TONER-FIN	0.00	221.89	
000862	O'REILLY AUTO PARTS	12/23/2019	Regular	0.00	11.16	66602
4489-174385	Invoice	12/16/2019	GF-WIPER FLUID-PARKS	0.00	11.16	
001635	THE TALLENT COMPANY	12/23/2019	Regular	0.00	2,750.00	66603
2016-319	Invoice	12/16/2019	GF-MONTHLY COMMUNICATION SERV-CITY ...	0.00	2,750.00	
000556	TOTALFUNDS	12/23/2019	Regular	0.00	45.52	66604
8870 DEC19	Invoice	12/01/2019	GF-LATE FEE/INTEREST-FIN	0.00	45.52	
001137	UNITED POWER	12/23/2019	Regular	0.00	4,850.96	66605
10553102 DEC19	Invoice	12/13/2019	United Power	0.00	22.19	
1196401 DEC19	Invoice	12/17/2019	United Power	0.00	34.25	
1279801 DEC19	Invoice	12/17/2019	United Power	0.00	24.86	
1296101 NOV19 ...	Invoice	12/13/2019	United Power	0.00	3.00	
14427100 DEC19	Invoice	12/17/2019	United Power	0.00	160.54	
15232500 DEC19	Invoice	12/13/2019	United Power	0.00	21.53	
17149700 DEC19	Invoice	12/13/2019	United Power	0.00	66.67	
17761600 DEC19	Invoice	12/17/2019	United Power	0.00	20.00	
17868800 DEC19	Invoice	12/13/2019	United Power	0.00	20.00	
18498400 DEC19	Invoice	12/13/2019	United Power	0.00	275.53	
726705 DEC19	Invoice	12/13/2019	United Power	0.00	97.54	
7280200 DEC19	Invoice	12/13/2019	United Power	0.00	21.85	
803908 DEC19	Invoice	12/13/2019	United Power	0.00	4,083.00	
001189	WELD COUNTY ACCTG DEPART	12/23/2019	Regular	0.00	69,155.52	66606
2019-01	Invoice	12/18/2019	GF- Trucks and Snow Plows- Streets	0.00	29,392.09	
2019-01B	Invoice	12/18/2019	GF-CNG 550 TRUCK-STREETS	0.00	39,763.43	
002167	A-1 CHIPSEAL COMPANY	12/30/2019	Regular	0.00	45,229.49	66607
7739	Invoice	12/23/2019	SST-Crack Seal Projects	0.00	45,229.49	
000026	ACTIVE CABLING & COMMUNICATIONS LLC	12/30/2019	Regular	0.00	297.19	66608
202527	Invoice	12/20/2019	Network Wiring for Chris Cross	0.00	147.19	
202528	Invoice	12/20/2019	Network Cabling - Golf Course Cameras	0.00	150.00	
000031	ADAMSON POLICE PRODUCTS	12/30/2019	Regular	0.00	843.67	66609
INV316462	Invoice	12/09/2019	GF-MIRAGLIA/GEAR-PD	0.00	447.11	
INV316467	Invoice	12/09/2019	GF-HART/GEAR-PD	0.00	396.56	
000093	ARAMARK UNIFORM SERVICES INC	12/30/2019	Regular	0.00	632.08	66610
492892565	Invoice	12/11/2019	UNIFORMS/MATS	0.00	143.40	
492892566	Invoice	12/11/2019	UNIFORMS/MATS	0.00	172.64	
492895710	Invoice	12/18/2019	UNIFORMS/MATS	0.00	143.40	
492895711	Invoice	12/18/2019	UNIFORMS/MATS	0.00	172.64	
000146	BLUEDEVILS' CATERING	12/30/2019	Regular	0.00	138.81	66611
121219	Invoice	12/12/2019	GF-HWY52 COALITION MEETING-LEGIS	0.00	138.81	
000209	CGAIT	12/30/2019	Regular	0.00	330.00	66612
1706	Invoice	12/19/2019	CGAIT Membership	0.00	330.00	
000307	COMCAST CABLE COMM, LLC	12/30/2019	Regular	0.00	140.84	66613
6460164533 DEC19	Invoice	12/13/2019	Comcast 0164533	0.00	140.84	
000410	E-470 PUBLIC HIGHWAY AUTHORITY	12/30/2019	Regular	0.00	87.75	66614

Check Report

Date Range: 12/17/2019 - 01/06/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
2052462465	Invoice	12/07/2019	GF-TOLLS-PD	0.00	87.75	
000688	KINSCO, LLC	12/30/2019	Regular	0.00	11.99	66615
47627	Invoice	12/09/2019	GF-BCOOL PERFORMANCE CAP-PD	0.00	11.99	
000716	LEONARD B. MEDOFF, Ph.D.	12/30/2019	Regular	0.00	300.00	66616
120719	Invoice	12/07/2019	GF-PRE EMPLOYMENT EXAM-PD	0.00	300.00	
000796	MIRACLE RECREATION EQUIP	12/30/2019	Regular	0.00	846.82	66617
818517	Invoice	12/01/2019	GF-STANDARD STURDI GRIP HANGER3-PARKS	0.00	142.83	
819093	Invoice	12/12/2019	GF-BOLTS, CLEVIS HANGER, NET CONNECTO...	0.00	703.99	
000861	NVAA	12/30/2019	Regular	0.00	106.00	66618
122019	Invoice	12/20/2019	CPR-NVAA INSURANCE DUES-ATHL	0.00	106.00	
002005	PLM ASPHALT & CONCRETE LLC	12/30/2019	Regular	0.00	106,824.83	66619
190183-RR	Invoice	12/20/2019	GF- WCR12 Repaving- Streets	0.00	106,824.83	
002165	ROSE SIGN LANGUAGE INTERPRETING CO	12/30/2019	Regular	0.00	160.00	66620
3037B	Invoice	12/01/2019	GF-TRANSLATOR SERVICES 10/15/19-COURT	0.00	160.00	
001101	TODD HODGES DESIGN LLC	12/30/2019	Regular	0.00	10,583.75	66621
3176	Invoice	12/23/2019	GF-PLANNING SERVICES 12/09/19 - 12/22/1...	0.00	10,583.75	
001105	TOSHIBA FINANCIAL SERVICES	12/30/2019	Regular	0.00	2,195.38	66622
402228035	Invoice	12/12/2019	Copier Lease	0.00	1,908.88	
402462642	Invoice	12/16/2019	GF-92730 COPIER LEASE12/10/19-01/10/20...	0.00	286.50	
001963	WASTE CONNECTIONS OF COLO, INC	12/30/2019	Regular	0.00	601.59	66623
3820378	Invoice	12/01/2019	CEM-31177334 NOV19	0.00	247.20	
3926847	Invoice	12/16/2019	GF-31175457 DEC19-PARKS	0.00	102.55	
3927490	Invoice	12/16/2019	CEM-31177334 DEC19	0.00	251.84	
002166	JBS PIPELINE CONTRACTORS	12/30/2019	Regular	0.00	152,545.50	66624
JBS0213	Invoice	12/13/2019	Uf-Sanitary & Water Replacement Project	0.00	152,545.50	
001947	AMERICAN UNITED LIFE INSURANCE COMPANY	01/02/2020	Regular	0.00	4,848.64	66625
G 00617833 JAN20	Invoice	01/01/2020	LI, AD&D, LTD, STD Ins Prem	0.00	4,848.64	
001930	HUMANA HEALTH PLAN INC	01/02/2020	Regular	0.00	77,122.99	66626
379450664	Invoice	01/01/2020	HUMANA HEALTH, DENTAL, VISION JAN2020	0.00	77,122.99	
000023	ACE EQUIPMENT & SUPPLY	01/06/2020	Regular	0.00	6,396.00	66627
169221	Invoice	12/01/2019	SSTX-PLOW EDGE-STREETS	0.00	1,660.00	
169309	Invoice	12/01/2019	GF-RUBBER DEFLECTOR, PLOW MARKERS-ST...	0.00	511.00	
169636	Invoice	12/31/2019	Snow Plow Blades	0.00	700.00	
169637	Invoice	12/31/2019	Snow Plow Blades	0.00	700.00	
169639	Invoice	12/31/2019	Snow Plow Blades	0.00	925.00	
169640	Invoice	12/31/2019	Snow Plow Blades	0.00	620.00	
169641	Invoice	12/31/2019	Snow Plow Blades	0.00	670.00	
169643	Invoice	12/31/2019	Snow Plow Blades	0.00	610.00	
000037	ADVANCED URGENT CARE AND OCC MED	01/06/2020	Regular	0.00	85.00	66628
51709	Invoice	12/24/2019	GF-DOT PHYSICAL BEJARNO	0.00	85.00	
000093	ARAMARK UNIFORM SERVICES INC	01/06/2020	Regular	0.00	316.04	66629
492899083	Invoice	12/25/2019	GF-UNIFORMS/MATS	0.00	143.40	
492899084	Invoice	12/25/2019	GF-UNIFORMS/MATS	0.00	172.64	
001820	BADGER METER	01/06/2020	Regular	0.00	780.00	66630
80040371	Invoice	12/01/2019	GF-(6) BADGER METERS-STREETS	0.00	780.00	
000196	CARQUEST AUTO PARTS	01/06/2020	Regular	0.00	1,108.05	66631
2057-441825	Invoice	12/01/2019	GF-HYD HOSES, DISCONNECTS, FITTINGS-ST...	0.00	435.48	
2057-441876	Invoice	12/01/2019	UF-COUPPING, AIR BRAKE ASSY-WLINES	0.00	36.05	

Check Report

Date Range: 12/17/2019 - 01/06/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
2057-442379	Invoice	12/01/2019	GF-STARTER-STREETS	0.00	114.74	
2057-442480	Invoice	12/01/2019	GF-BULB & PARTS-PW SHOP	0.00	18.17	
2057-442739	Invoice	12/01/2019	UF-WIRE TIE CANISTER, RETAINERS, DEX CO...	0.00	112.23	
2057-443057	Invoice	12/01/2019	UF-GENERATOR REPAIR, GASKET-SLINES	0.00	5.84	
2057-443203	Invoice	12/01/2019	GF-FLASHER ETC, 2006 FORD F550 UNIT19-S...	0.00	40.61	
2057-443295	Invoice	12/01/2019	GF-OIL, AIR AND FUEL FILTERS, OIL-STREETS	0.00	92.29	
2057-443296	Invoice	12/01/2019	HYD FLUID, DUMP TRUCKS UNITS 06 07	0.00	131.95	
2057-443632	Invoice	12/06/2019	2000 CAT LOADER UNIT01	0.00	92.65	
2057-443639	Invoice	12/06/2019	2000 CAT LOADER 9385, UNIT 1	0.00	28.04	
000230	CINTAS FIRST AID & SAFETY	01/06/2020	Regular	0.00	19.41	66632
5015543196	Invoice	12/19/2019	REC-ANTISEPTIC WIPES, COLD PACK	0.00	19.41	
000241	CITY OF FT LUPTON-UTIL INVOICE	01/06/2020	Regular	0.00	2,550.23	66633
110035001 DEC19	Invoice	12/31/2019	Water/Sewer Bill-City	0.00	34.65	
110221001 DEC19	Invoice	12/31/2019	Water/Sewer Bill-City	0.00	34.65	
110222001 DEC19	Invoice	12/31/2019	Water/Sewer Bill-City	0.00	34.65	
110251001 DEC19	Invoice	12/31/2019	Water/Sewer Bill-City	0.00	34.65	
330025001 DEC19	Invoice	12/31/2019	Water/Sewer Bill-City	0.00	34.65	
330031001 DEC19	Invoice	12/31/2019	Water/Sewer Bill-City	0.00	34.65	
330045001 DEC19	Invoice	12/31/2019	Water/Sewer Bill-City	0.00	112.38	
330092001 DEC19	Invoice	12/31/2019	Water/Sewer Bill-City	0.00	34.65	
330166001 DEC19	Invoice	12/31/2019	Water/Sewer Bill-City	0.00	58.02	
330920000 DEC19	Invoice	12/31/2019	Water/Sewer Bill-City	0.00	34.65	
550055501 DEC19	Invoice	12/31/2019	Water/Sewer Bill-City	0.00	66.11	
550057001 DEC19	Invoice	12/31/2019	Water/Sewer Bill-City	0.00	136.47	
550057601 DEC19	Invoice	12/31/2019	Water/Sewer Bill-City	0.00	1,093.20	
550057701 DEC19	Invoice	12/31/2019	Water/Sewer Bill-City	0.00	34.65	
660092001 DEC19	Invoice	12/31/2019	Water/Sewer Bill-City	0.00	34.65	
770109501 DEC19	Invoice	12/31/2019	Water/Sewer Bill-City	0.00	34.65	
770116501 DEC19	Invoice	12/31/2019	Water/Sewer Bill-City	0.00	34.65	
770229001 DEC19	Invoice	12/31/2019	Water/Sewer Bill-City	0.00	34.65	
770229501 DEC19	Invoice	12/31/2019	Water/Sewer Bill-City	0.00	34.65	
770229601 DEC19	Invoice	12/31/2019	Water/Sewer Bill-City	0.00	34.65	
770231101 DEC19	Invoice	12/31/2019	Water/Sewer Bill-City	0.00	34.65	
990004001 DEC19	Invoice	12/31/2019	Water/Sewer Bill-City	0.00	34.65	
990004101 DEC19	Invoice	12/31/2019	Water/Sewer Bill-City	0.00	51.25	
990005001 DEC19	Invoice	12/31/2019	Water/Sewer Bill-City	0.00	301.35	
990006001 DEC19	Invoice	12/31/2019	Water/Sewer Bill-City	0.00	34.65	
990007001 DEC19	Invoice	12/31/2019	Water/Sewer Bill-City	0.00	34.65	
990008001 DEC19	Invoice	12/31/2019	Water/Sewer Bill-City	0.00	34.65	
990132001 DEC19	Invoice	12/31/2019	Water/Sewer Bill-City	0.00	38.45	
000250	CO ASSOC OF CHIEFS OF	01/06/2020	Regular	0.00	832.45	66634
2273	Invoice	12/30/2019	GF-OFFICER SELECTION TESTS-PD	0.00	832.45	
000267	COLONIAL LIFE	01/06/2020	Regular	0.00	135.38	66635
7816820-0101176	Invoice	01/01/2020	COLONIAL SUPPLEMENTAL INSURANCE JAN...	0.00	135.38	
000268	COLORADO ANALYTICAL LAB	01/06/2020	Regular	0.00	46.00	66636
191121011	Invoice	12/01/2019	GF-COLIFORM WATER TEST-STREETS	0.00	46.00	
000269	COLORADO ASPHALT SVCS	01/06/2020	Regular	0.00	875.00	66637
52857	Invoice	12/01/2019	SSTX-PALLET COLD ASPHALT-STREETS	0.00	875.00	
000296	COLORADO MUNICIPAL LEAGUE	01/06/2020	Regular	0.00	6,059.00	66638
1850-2020	Invoice	01/01/2020	GF-CO MUNICIPAL LEAGUE 2020 DUES-LEGIS	0.00	6,059.00	
000306	COMCAST BUSINESS	01/06/2020	Regular	0.00	2,758.66	66639
92954592	Invoice	12/15/2019	Comcast Phones	0.00	2,758.66	
000307	COMCAST CABLE COMM, LLC	01/06/2020	Regular	0.00	534.70	66640
011739 DEC19	Invoice	12/14/2019	REC-CABLE/MUSIC	0.00	278.05	

Check Report

Date Range: 12/17/2019 - 01/06/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
0147405 DEC19	Invoice	12/20/2019	CPR-INTERNET SERVICES DEC19-MUSEUM	0.00	166.80	
6460159244 DEC...	Invoice	01/01/2020	Comcast 0159244	0.00	89.85	
001517	CORE&MAIN LP	01/06/2020	Regular	0.00	967.08	66641
L637592	Invoice	12/09/2019	UF-MANHOLE HOOKS-S LINES	0.00	90.00	
L697763	Invoice	12/20/2019	UF-KEY, CURB BOX-W LINES	0.00	877.08	
000372	DELL MARKETING LP	01/06/2020	Regular	0.00	4,682.85	66642
10364197324	Invoice	12/17/2019	Dell Laptops 7591 - 3	0.00	4,682.85	
001401	DIVISION OF OIL & PUBLIC SAFETY	01/06/2020	Regular	0.00	30.00	66643
I-0007814	Invoice	12/16/2019	CPR-ELEVATOR CERTIFICATE-COM CTR	0.00	30.00	
000429	EMPIRE PORTABLE RESTROOMS	01/06/2020	Regular	0.00	515.00	66644
47016	Invoice	12/10/2019	GF-PORTABLE RESTROOM 12/10/19-01/06/...	0.00	515.00	
001766	ERIKS NORTH AMERICA INC	01/06/2020	Regular	0.00	91.14	66645
BN050785	Invoice	12/01/2019	GF-3/8'X50' PIPE-PW SHOP	0.00	91.14	
000454	FARIS MACHINERY COMPANY	01/06/2020	Regular	0.00	419.73	66646
C46960	Invoice	12/05/2019	GF-SOLENOID-STREETS	0.00	419.73	
000455	FASTENAL COMPANY 01COFTL	01/06/2020	Regular	0.00	46.97	66647
COFTL162439	Invoice	12/01/2019	GF-QUART LEVER OIL CAN-PW SHOP	0.00	26.71	
COFTL162514	Invoice	01/02/2020	GF-NUTS/BOLTS-STREETS	0.00	20.26	
001266	GOVCONNECTION INC	01/06/2020	Regular	0.00	3,688.19	66648
57367779	Invoice	12/17/2019	HP Workstations Z2 G4	0.00	2,687.94	
57367887	Invoice	12/17/2019	IT Desktop - HP Z2 G4 i7-8700 /16/UHD630	0.00	1,000.25	
001881	HALO BRANDED SOLUTIONS INC	01/06/2020	Regular	0.00	211.77	66649
4281873	Invoice	12/10/2019	REC-BUILDING ATTENDANT VEST	0.00	211.77	
000716	LEONARD B. MEDOFF, Ph.D.	01/06/2020	Regular	0.00	500.00	66650
121419	Invoice	12/14/2019	GF-FITNESS FOR DUTY EVAL SAGNER-PD	0.00	500.00	
000745	LOUIS A GRESH	01/06/2020	Regular	0.00	1,500.00	66651
DEC2019	Invoice	12/26/2019	GF-ARRAIGNMENTS DEC19-COURT	0.00	1,500.00	
002194	METROWEST NEWSPAPERS	01/06/2020	Regular	0.00	583.00	66652
25401951 201912	Invoice	12/19/2019	DEC19 ADVERTISING/NOTICES	0.00	583.00	
002195	MINUTEMAN PRESS	01/06/2020	Regular	0.00	37.94	66653
33122	Invoice	12/21/2019	GF-#10 ENVELOPES-ADMIN	0.00	37.94	
000841	NEWMAN TRAFFIC SIGNS	01/06/2020	Regular	0.00	1,465.48	66654
TRFINV015832	Invoice	12/01/2019	24X12 .080 POST	0.00	123.98	
TRFINV016905	Invoice	12/01/2019	GF-12X18 POSTS-STREETS	0.00	333.86	
TRFINV051970	Invoice	12/01/2019	GF-TELESPAR 2'X10', 2.25"X3'-STREETS	0.00	814.97	
TRFINV016298	Invoice	12/01/2019	GF-36X36 POST,30X30 POST-STREETS	0.00	192.67	
002216	NISP WATER ACTIVITY ENTERPRISE	01/06/2020	Regular	0.00	1,025,000.00	66655
5364	Invoice	01/02/2020	WST- NISP Phase 1 Agreement - Water	0.00	1,025,000.00	
000857	NORTHERN WATER	01/06/2020	Regular	0.00	667,469.14	66656
09-023	Invoice	12/01/2019	UF-2019 LARIMER WELD DITCH CBT ASSESS...	0.00	7,902.14	
4823	Invoice	12/01/2019	SWTX-2020 WINDY GAP FIRMING-WTP	0.00	147,067.00	
5350	Invoice	01/02/2020	WST- 2020 NISP Assessment- WTP	0.00	512,500.00	
000863	O. J. WATSON EQUIPMENT	01/06/2020	Regular	0.00	398.29	66657
87188-IN	Invoice	12/01/2019	PINTEL CHAIN 8'	0.00	398.29	
000869	OPERATIONS MANAGEMENT INT	01/06/2020	Regular	0.00	117,136.35	66658
351230-21-01	Invoice	01/02/2020	OMI 2019 MONTHLY ALLOCATIONS	0.00	117,136.35	
000862	O'REILLY AUTO PARTS	01/06/2020	Regular	0.00	712.73	66659

Check Report

Date Range: 12/17/2019 - 01/06/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
33988	Invoice	12/01/2019	GF-TIRE REPAIR HOTZY PRESSURE WASHER-...	0.00	10.99	
4489-163128	Invoice	12/01/2019	GF-6PK PAPER-PW SHOP	0.00	11.98	
4489-164257	Invoice	12/01/2019	GF-BATTERY-STREETS	0.00	103.92	
4489-168114	Invoice	12/01/2019	UF-MOTOR OIL AND FILTERS, UNIT08-S LINES	0.00	95.68	
4489-168116	Invoice	12/01/2019	UF-MOTOR OIL AND FILTERS-W LINES	0.00	104.48	
4489-169531	Invoice	12/01/2019	UF-BRAKE CLEANER-S LINES	0.00	29.88	
4489-169533	Invoice	12/01/2019	UF-1GAS SP FLUID-W LINES	0.00	15.49	
4489-172046	Invoice	12/04/2019	FILTERS AND MOTOR OIL	0.00	154.76	
4489-172051	Invoice	12/04/2019	FILTERS/MOTOR OIL UNIT04	0.00	166.92	
4489-172282	Invoice	12/05/2019	HYD/OIL FILTERS UNIT21	0.00	18.63	
001629	PASTPERFECT SOFTWARE INC	01/06/2020	Regular	0.00	432.00	66660
2020-42087	Invoice	01/01/2020	CPR-SERVICE COVERAGE AASLH 2-5LICENSES...	0.00	432.00	
002217	PAULA PONWITH	01/06/2020	Regular	0.00	104.00	66661
2006033.001	Invoice	12/19/2019	REC-PERSONAL TRAINING REFUND	0.00	104.00	
000885	PAYMASTER CHECKWRITER CO	01/06/2020	Regular	0.00	97.97	66662
1263	Invoice	12/20/2019	GF-CHECK SIGNER RIBBONS-FIN	0.00	97.97	
001643	PROCEDURE INC	01/06/2020	Regular	0.00	4,684.92	66663
1771	Invoice	12/27/2019	GF-DEC19 BLDG PERMIT/INSPECTION FEES-P...	0.00	4,684.92	
000931	R & L TIRES	01/06/2020	Regular	0.00	40.00	66664
34041	Invoice	12/04/2019	GF-FLAT REPAIR ON SKID STEER-STREETS	0.00	25.00	
34096	Invoice	12/11/2019	GF-PASS TIRE REPAIR UNT05-STREETS	0.00	15.00	
002081	SAFELITE FULFILLMENT,INC	01/06/2020	Regular	0.00	327.96	66665
294782	Invoice	12/01/2019	GF-GLASS REPAIR UNIT 1403-PD	0.00	99.97	
302319	Invoice	12/23/2019	GF-GLASS REPAIR UNIT 1404-PD	0.00	227.99	
001606	SUPER-TECH FILTERS	01/06/2020	Regular	0.00	490.11	66666
322155	Invoice	12/10/2019	FILTERS	0.00	490.11	
001053	SYMBOL ARTS	01/06/2020	Regular	0.00	250.00	66667
0345343-IN	Invoice	12/19/2019	GF-BADGES-PD	0.00	250.00	
001149	UTILITY NOTIFICATION CENTER	01/06/2020	Regular	0.00	211.58	66668
219110457	Invoice	12/01/2019	SSTX-TRANSPONDER TRANSMISSIONS-STRE...	0.00	211.58	
001153	VALLEY FIRE EXTINGUISHER	01/06/2020	Regular	0.00	173.00	66669
139350	Invoice	12/19/2019	CPR-FIRE EXTINGUISHER INSPECTIONS-COM...	0.00	173.00	
002215	VERITAS TECHNOLOGIES LLC	01/06/2020	Regular	0.00	1,616.00	66670
2100080689	Invoice	12/18/2019	Veritas - Export UnAssignedLegacy Email to ...	0.00	1,616.00	
001174	WAGNER EQUIPMENT CO.	01/06/2020	Regular	0.00	363.26	66671
P00C2214763	Invoice	12/01/2019	GF-CUTTING EDGE-STREETS	0.00	363.26	
001183	WAXIE SANITARY SUPPLY	01/06/2020	Regular	0.00	1,931.18	66672
78776388	Invoice	12/18/2019	REC-PAPER TOWELS	0.00	32.28	
78776427	Invoice	12/18/2019	CPR-DISINFECTANT, HAND SANITIZER-COM ...	0.00	839.56	
78776429	Invoice	12/18/2019	GF-TOWELS, ETC-FAC	0.00	371.08	
78781702	Invoice	12/20/2019	CPR-CLEANERS, SOAP-COM CTR	0.00	688.26	
001188	WELD CNTY CLERK/RECORDER	01/06/2020	Regular	0.00	138.00	66673
19-66682	Invoice	12/20/2019	GF-OATH OF OFFICE-LEGIS	0.00	26.00	
19-66891	Invoice	12/23/2019	GF-OATH OF OFFICE-LEGIS	0.00	13.00	
19-68330	Invoice	12/30/2019	GF-FILING FEES-PLAN	0.00	99.00	
001199	WELD COUNTY PUBLIC SAFETY IT	01/06/2020	Regular	0.00	210.62	66674
FtLuptonPD-1216...	Invoice	12/16/2019	GF-NEW AND REPLACEMENT TOKENS HART,...	0.00	210.62	
002115	WILLIAMS EQUIPMENT LLC	01/06/2020	Regular	0.00	286,985.00	66675

Check Report

Date Range: 12/17/2019 - 01/06/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
21463	Invoice	12/01/2019	UF- CCTV Inspection System- S Lines	0.00	286,985.00	
001224	XCEL ENERGY-GAS		01/06/2020 Regular	0.00	2,622.72	66676
666468653	Invoice	12/23/2019	GF-DEC19 GAS BILL-FAC	0.00	297.77	
666998233	Invoice	12/30/2019	DEC19 GAS BILL	0.00	2,324.95	
001700	ZOE ANNE STIEBER		01/06/2020 Regular	0.00	161.24	66677
121819	Invoice	12/18/2019	GF-TRAVEL REIMB BRECKENRIDGE CONFERE...	0.00	161.24	
000119	BANK OF COLORADO		12/20/2019 Bank Draft	0.00	1,550.50	DFT0001105
INV0000690	Invoice	12/20/2019	HSA DISTRIBUTION	0.00	1,550.50	
000119	BANK OF COLORADO		12/20/2019 Bank Draft	0.00	1,200.00	DFT0001106
INV0000691	Invoice	12/20/2019	HSA-DISTRIBUTION	0.00	1,200.00	
000119	BANK OF COLORADO		12/20/2019 Bank Draft	0.00	814.15	DFT0001107
INV0000692	Invoice	12/20/2019	HSA-DISTRIBUTION	0.00	814.15	
000119	BANK OF COLORADO		12/20/2019 Bank Draft	0.00	1,150.00	DFT0001108
INV0000693	Invoice	12/20/2019	HSA-DISTRIBUTION	0.00	1,150.00	
000119	BANK OF COLORADO		12/20/2019 Bank Draft	0.00	75.00	DFT0001109
INV0000694	Invoice	12/20/2019	HSA DISTRIBUTION	0.00	75.00	
000119	BANK OF COLORADO		12/20/2019 Bank Draft	0.00	115.08	DFT0001110
INV0000695	Invoice	12/20/2019	HSA DISTRIBUTION	0.00	115.08	
001416	VALIC_1		12/20/2019 Bank Draft	0.00	30,547.91	DFT0001111
INV0000696	Invoice	12/20/2019	VALIC - 457(b) \$ Contributions	0.00	30,547.91	
001265	IRS		12/20/2019 Bank Draft	0.00	51,529.38	DFT0001112
INV0000697	Invoice	12/20/2019	Federal Withholding	0.00	51,529.38	
001418	CO DEPARTMENT OF REVENUE		12/20/2019 Bank Draft	0.00	7,804.05	DFT0001113
INV0000698	Invoice	12/20/2019	CO Withholding	0.00	7,804.05	
000465	FIRE & POLICE PENSION ASC		12/20/2019 Bank Draft	0.00	1,365.55	DFT0001114
122019	Invoice	12/20/2019	GF-FPPA FOR 12/20/19 PAYROLL-PD	0.00	1,365.55	
000285	COLORADO DEPARTMENT OF REVENUE		12/19/2019 Bank Draft	0.00	11.39	DFT0001115
121919	Invoice	12/19/2019	REC-NOVEMBER SALES TAX	0.00	11.39	
000123	BANK OF COLORADO		12/19/2019 Bank Draft	0.00	10.20	DFT0001117
121919	Invoice	12/19/2019	12/19/2019 FDGL ANNUAL FEE	0.00	10.20	
001265	IRS		12/30/2019 Bank Draft	0.00	313.92	DFT0001118
INV0000699	Invoice	12/30/2019	Federal Withholding	0.00	313.92	
000119	BANK OF COLORADO		01/03/2020 Bank Draft	0.00	5,372.99	DFT0001121
INV0000700	Invoice	01/03/2020	HSA DISTRIBUTION	0.00	5,372.99	
000119	BANK OF COLORADO		01/03/2020 Bank Draft	0.00	534.80	DFT0001122
INV0000701	Invoice	01/03/2020	HSA DISTRIBUTION	0.00	534.80	
001416	VALIC_1		01/03/2020 Bank Draft	0.00	26,443.75	DFT0001123
INV0000702	Invoice	01/03/2020	VALIC - 457(b) \$ Contributions	0.00	26,443.75	
001265	IRS		01/03/2020 Bank Draft	0.00	42,759.96	DFT0001124
INV0000703	Invoice	01/03/2020	Federal Withholding	0.00	42,759.96	
001418	CO DEPARTMENT OF REVENUE		01/03/2020 Bank Draft	0.00	6,464.81	DFT0001125
INV0000704	Invoice	01/03/2020	CO Withholding	0.00	6,464.81	
000261	CO WATER CONSERVATION BOARD		12/27/2019 Bank Draft	0.00	160,715.74	DFT0001128
C153664 DEC19	Invoice	12/27/2019	UF-CWCB LOAN PMT DEC19-ADMIN	0.00	160,715.74	
000123	BANK OF COLORADO		01/01/2020 Bank Draft	0.00	64.02	DFT0001129

Check Report

Date Range: 12/17/2019 - 01/06/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
010120	Invoice	01/01/2020	01/01/2020 FDGL LEASE PAYMENT	0.00	64.02	
000123	BANK OF COLORADO	12/31/2019	Bank Draft	0.00	890.96	DFT0001130
123119	Invoice	12/31/2019	UF-LOCKBOX FEES FOR DEC19-UB	0.00	890.96	

Bank Code Pooled Cash Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	201	98	0.00	2,678,129.58
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	21	21	0.00	339,734.16
EFT's	0	0	0.00	0.00
	222	119	0.00	3,017,863.74

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	251	125	0.00	2,752,328.58
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	22	22	0.00	340,452.65
EFT's	0	0	0.00	0.00
	273	147	0.00	3,092,781.23

Fund Summary

Fund	Name	Period	Amount
600	GOLF ENTERPRISE FUND	12/2019	73,576.58
600	GOLF ENTERPRISE FUND	1/2020	1,340.91
999	POOLED CASH/CONSOLIDATED CASH	12/2019	705,460.64
999	POOLED CASH/CONSOLIDATED CASH	1/2020	2,312,403.10
			3,092,781.23

NOVEMBER 2019 COM DATA

11/06/2019	SAFEWAY #1045	GF-UA BLOCK ICE-CITY CLK	\$	1.99	100-1300-533000
11/06/2019	SAFEWAY #1045	GF-ISB DESSERT CREAM GOODS-CTY CLK	\$	33.98	100-1300-533000
11/06/2019	SAFEWAY #1045	GF-POTATO CHIPS TAKE HOME BAG-CITY C	\$	2.49	100-1300-533000
11/06/2019	SAFEWAY #1045	GF-TORTILLA CHIPS TAKE HOME-CITY CLK	\$	3.69	100-1300-533000
11/06/2019	SAFEWAY #1045	GF-POTATO CHIPS TAKE HOME BAG-CITY C	\$	3.69	100-1300-533000
11/06/2019	SAFEWAY #1045	GF-GENERAL SUPPLIES-CITY CLK	\$	1.10	100-1300-533000
11/06/2019	SUBWAY 00999912	GF-SUBWAY LUNCH-CITY CLK	\$	85.50	100-1300-533000
			\$	132.44	
11/15/2019	AMZN MKTP US*Z28JW8KU3	GF-AMARINE 12V 20 AMP WATERPROOF-STI	\$	17.40	100-3100-531050
11/15/2019	AMZN MKTP US*Z28JW8KU3	UF-AMARINE 12V 20 AMP WATERPROOF-W L	\$	15.20	400-5000-531050
11/15/2019	AMZN MKTP US*Z28JW8KU3	UF-AMARINE 12V 20 AMP WATERPROOF-S L	\$	15.00	400-5130-531050
11/18/2019	ACE HARDWARE OF FORT L	GF-FASTENERS-PW SHOP	\$	20.09	100-3000-532700
11/19/2019	EBAY O*23-04161-19726	CEM-STIHL SPARK ARRESTOR SCREEN	\$	26.14	350-3670-532400
11/20/2019	AMZN MKTP US*PV3E78SI3	CEM-ROTARY 10 PACK 15855 AIR FILTER PA	\$	49.90	350-3670-532400
11/20/2019	ACE HARDWARE OF FORT L	GF-FASTENERS UNIT04-STREETS	\$	5.93	100-3100-532700
11/21/2019	PAYPAL *EBAY PROCHASER	CEM-REDMAX BCZ3050S BCZ3050SW BRUSH	\$	15.38	350-3670-532400
10/30/2019	ACE HARDWARE OF FORT L	GF-EXTENSION CORD-STREETS	\$	12.99	100-3100-520100
11/01/2019	ACE HARDWARE OF FORT L	GF-CLOROX WIPES-PW SHOP	\$	13.98	100-3000-520100
11/12/2019	THE HOME DEPOT #1552	GF-4WNHTLIT BULBS-STREETS	\$	23.76	100-3100-532650
11/12/2019	THE HOME DEPOT #1552	GF-7WNHTLIT BULBS-STREETS	\$	83.16	100-3100-532650
11/12/2019	THE HOME DEPOT #1552	GF-7WNHTLIT BULBS-STREETS	\$	47.52	100-3100-532650
11/12/2019	THE HOME DEPOT #1552	GF-BULBS-STREETS	\$	(86.59)	100-3100-532650
11/15/2019	ACE HARDWARE OF FORT L	GF-CLAMPS-STREETS	\$	21.03	100-3100-532650
11/18/2019	ACE HARDWARE OF FORT L	GF-CLAMPS-STREETS	\$	26.77	100-3100-532650
11/25/2019	ACE HARDWARE OF FORT L	GF-KEY TAGS-PW SHOP	\$	7.98	100-3000-520100
10/31/2019	FASTENAL COMPANY 01COF	UF-5/8"-11 X 2-1/2" ASTM F593 18-8 STA-W LII	\$	27.41	400-5000-520100
10/31/2019	FASTENAL COMPANY 01COF	UF-5/8"-11 18-8 STAINLESS STEEL FINISH-W	\$	4.97	400-5000-520100
10/31/2019	FASTENAL COMPANY 01COF	UF-5/8"-11 18-8 STAINLESS STEEL FINISH-W	\$	1.66	400-5000-520100
10/31/2019	FASTENAL COMPANY 01COF	GF-5/8"-11 X 3" GRADE 5 ZINC FINISH HE-W L	\$	14.94	400-5000-520100
10/31/2019	FASTENAL COMPANY 01COF	GF-5/8"-11 ZINC FINISH GRADE 5 FINISHE-W	\$	4.55	400-5000-520100
11/07/2019	DXP ENTERPRISES	GF-COUPPING-STREETS	\$	9.89	100-3100-532400
11/07/2019	DXP ENTERPRISES	GF-3/8 RED HOSE-STREETS	\$	9.12	100-3100-532400
11/07/2019	DXP ENTERPRISES	GF-HOSE LABOR-STREETS	\$	5.00	100-3100-532400
11/15/2019	ACE HARDWARE OF FORT L	GF-CLAMPS-STREETS	\$	(9.56)	100-3100-532650
11/15/2019	ACE HARDWARE OF FORT L	GF-CLAMPS-STREETS	\$	32.50	100-3100-532650
11/12/2019	ACE HARDWARE OF FORT L	GF-COUPPLER, NIPPLE, SEAL-PW SHOP	\$	20.77	100-3000-520100
11/26/2019	SBM TRAVEL SHOP	UF-LOADER #1 FUEL-W LINES	\$	94.96	400-5000-520800
11/04/2019	THE HOME DEPOT 1547	CEM-LINSEED OIL, SPRAYER, MINERAL SPIF	\$	242.85	350-3670-532600
11/07/2019	SBM TRAVEL SHOP	GF-UNL REG 86/87 OC-STREETS	\$	75.00	100-3100-520800
11/07/2019	BURRITO DELIGHT	UF-BURRITO DELIGHT-W LINES	\$	35.20	400-5000-532800
11/27/2019	SAFEWAY #1045	UF-TORTILLA CHIPS TAKE HOME B-W LINES	\$	0.31	400-5000-532800
11/27/2019	SAFEWAY #1045	UF-POTATO CHIPS TAKE HOME BAG-W LINE	\$	0.31	400-5000-532800
11/27/2019	SAFEWAY #1045	UF-CHILI PEPPERS-W LINES	\$	1.49	400-5000-532800
11/27/2019	SAFEWAY #1045	UF-SIGNATURE PROTEIN FRIED CH-W LINES	\$	6.99	400-5000-532800
11/27/2019	SAFEWAY #1045	UF-SIGNATURE PROTEIN FRIED CH-W LINES	\$	5.99	400-5000-532800

NOVEMBER 2019 COM DATA

11/27/2019	SAFEWAY #1045	UF-SIGNATURE PROTEIN ROASTED-W LINE	\$ 13.98	400-5000-532800
11/27/2019	SAFEWAY #1045	UF-ISB LUNCH ROLLS-W LINES	\$ 2.49	400-5000-532800
11/27/2019	SAFEWAY #1045	UF-MEALS-W LINES	\$ 5.86	400-5000-532800
11/12/2019	ACE HARDWARE OF FORT L	GF-CHRISTMAS LIGHTS-STREETS	\$ 69.90	100-3100-532650
11/13/2019	LOWES #01812*	GF-GE 6-CT C7 CLEAR REPL BULBS-STREET	\$ 166.16	100-3100-532650
11/13/2019	LOWES #01812*	GF-SALES TAX PAID-STREETS	\$ 11.65	100-3100-532650
11/12/2019	THE HOME DEPOT #1552	GF-4WNHTLIT BULBS-STREETS	\$ 23.76	100-3100-532650
11/12/2019	THE HOME DEPOT #1552	GF-7WNHTLIT BULBS-STREETS	\$ 83.16	100-3100-532650
11/12/2019	THE HOME DEPOT #1552	GF-7WNHTLIT BULBS-STREETS	\$ 47.52	100-3100-532650
11/12/2019	THE HOME DEPOT #1552	GF-BULBS-STREETS	\$ (54.44)	100-3100-532650
11/15/2019	ACE HARDWARE OF FORT L	GF-TOOL FOR BULBS-STREETS	\$ 3.99	100-3100-532650
11/08/2019	VISTAPR*VISTAPRINT.COM	GF-VISTAPRINT-CITY ADM	\$ (13.20)	100-1100-550100
11/08/2019	VISTAPR*VISTAPRINT.COM	GF-VISTAPRINT-CITY ADM	\$ 204.53	100-1100-550100
11/05/2019	ACE HARDWARE OF FORT L	CEM-RESPIRATOR	\$ 13.18	350-3670-520100
11/15/2019	ACE HARDWARE OF FORT L	CEM-TRASH BAGS, HINGE FRAMES	\$ 17.98	350-3670-520100
11/21/2019	LOVE S TRAVEL 00006684	UF-FUEL-S LINES	\$ 12.00	400-5130-520100
11/21/2019	ACE HARDWARE OF FORT L	UF-PVC CAPS AND SLIPS-W LINES	\$ 10.33	400-5000-520900
11/01/2019	THE HOME DEPOT #1547	UF-60 D NAILS-W LINES	\$ 33.85	400-5000-520100
11/01/2019	THE HOME DEPOT #1547	UF-60 D NAILS-W LINES	\$ 33.85	400-5130-520100
11/01/2019	INTUIT *IN *CISEC, INC	GF-CISEC TRAINING MILLER-STREETS	\$ 375.00	100-3100-532800
11/01/2019	INTUIT *IN *CISEC, INC	GF-CISEC TRAINING EXAM-STREETS	\$ 60.00	100-3100-532800
11/19/2019	AMER SOC CIVIL ENGINEE	GF-STORM WATER CONTROLMEASURES-ST	\$ 60.00	100-3100-532800
			\$ 2,081.54	
10/31/2019	QDOBA 2245	GF-QDOBA FOR MEETING-IT	\$ 18.45	100-1500-532800
11/06/2019	AMAZON.COM*DP7911TD3	GF-HR SPARE LAPTOP RAM-IT	\$ 75.98	100-1500-531050
11/19/2019	QDOBA 2245	GF-ORAL BOARD INTERVIEW LUNCH-IT	\$ 19.91	100-1500-532800
11/20/2019	WHOLLY STROMBOLI	GF-ORAL BOARD INTERVIEW LUNCH-IT	\$ 102.78	100-1500-532800
11/22/2019	AMZN MKTP US*9A8SW7F33	GF-S9 CASE MAKER-IT	\$ 13.54	100-1500-531050
11/23/2019	AMZN MKTP US*7K7J365Q3	GF-OEVEO UNIVERSAL MOUNT 300-10H X 3V	\$ 42.99	100-1500-531050
11/23/2019	AMZN MKTP US*7K7J365Q3	GF-MUSHKIN SILVERLINE SERIES - DDR4 DE	\$ 205.98	100-1500-531050
11/23/2019	AMZN MKTP US*7K7J365Q3	GF-CABLE MATTERS 3-PACK STRAIGHT SAT	\$ 7.99	100-1500-531050
11/24/2019	AMZN MKTP US*LE4S726S3	GF-VIEWSONIC VA2459-SMH 24 INCH IPS 10-	\$ 389.97	100-1500-531050
11/24/2019	AMZN MKTP US*OQ70P08E3	GF-CORSAIR SSD MOUNTING BRACKET KIT	\$ 5.99	100-1500-531050
11/24/2019	AMZN MKTP US*OQ70P08E3	GF-CABLE MATTERS UNIDIRECTIONAL DISP	\$ 55.96	100-1500-531050
11/24/2019	AMZN MKTP US*OQ70P08E3	GF-CRUCIAL MX500 1TB 3D NAND SATA 2.5-I	\$ 105.47	100-1500-531050
11/05/2019	SWEET THAI INC	GF-MEALS-LEGIS	\$ 46.79	100-1000-533000
11/18/2019	APPLE.COM/BILL	OTHER MISCELLANEOUS TRANS	\$ 2.99	100-1000-530600
			\$ 1,094.79	
11/01/2019	ETSY.COM - THECOZYGAL	GF-LAWYER GIFT MUG-COURT	\$ 21.49	100-1200-520100
11/01/2019	ETSY.COM	GF-LAWYER ART GIFT-COURT	\$ 49.39	100-1200-520100
11/10/2019	AMZN MKTP US*PJ1KN3WV3	GF-2020 WALL CALENDAR-COURT	\$ 14.99	100-1200-520200
11/21/2019	SAFEWAY #1045	GF-GIFT CARD-COURT	\$ 25.00	100-1200-533000
11/21/2019	SAFEWAY #1045	GF-CHRISTMAS SUPPLIES-COURT	\$ 6.33	100-1200-533000
11/21/2019	SAFEWAY #1045	GF-CHRISTMAS SUPPLIES-COURT	\$ 10.33	100-1200-533000
11/21/2019	SAFEWAY #1045	GF-CHRISTMAS SUPPLIES-COURT	\$ 7.37	100-1200-533000

NOVEMBER 2019 COM DATA

11/21/2019	SAFEWAY #1045	GF-CHRISTMAS SUPPLIES-COURT	\$ (2.76)	100-1200-533000
			\$ 132.14	
11/15/2019	OLD TOWN PARKING GARAG	GF-OLD TOWN PARKING-CITY ADM	\$ 7.00	100-1100-533000
11/13/2019	FORMS FULFILLMENT CENT	GF-2019 YEAR END FORMS-FIN	\$ 640.21	100-1600-520100
11/13/2019	FORMS FULFILLMENT CENT	GF-2019 YEAR END FORMS-FIN	\$ (73.32)	100-1600-520100
			\$ 573.89	
11/01/2019	INDEED	GF-RECRUITING-HR	\$ 138.21	100-1400-532300
11/07/2019	CBI ONLINE	GF-CBI ONLINE-HR	\$ 5.00	100-1400-531900
11/22/2019	SAFEWAY #1045	GF-GO365 WINNERS GIFT CARD-LEGIS	\$ 61.90	100-1000-550100
11/26/2019	SP * THINBLUELINEUSA	GF-EMPLOYEE APPRECIATION PD-LEGIS	\$ 60.96	100-1000-550100
			\$ 266.07	
11/01/2019	ACE HARDWARE OF FORT L	REC-BULBS 24"	\$ 17.98	500-6700-520100
11/12/2019	ACE HARDWARE OF FORT L	REC-SILICONE AND FASTENERS	\$ 11.29	500-6700-520100
11/15/2019	ACE HARDWARE OF FORT L	REC-FASTENERS	\$ 3.00	500-6700-520100
11/19/2019	ACE HARDWARE OF FORT L	REC-STAPLE COAXL 1/4"	\$ 4.99	500-6700-520100
11/21/2019	ACE HARDWARE OF FORT L	REC-LED C6 LIGHTS 37'	\$ 30.38	500-6700-520100
11/21/2019	ACE HARDWARE OF FORT L	REC-LED C9 LIGHTS	\$ 29.97	500-6700-520100
11/21/2019	WAGNER WELDING SUPPLY	REC-2-15# IND CO2	\$ 12.97	500-6700-520100
10/31/2019	THE HOME DEPOT 1547	GF-MC10.1 CU FT TOP MOUNT-IT	\$ 389.00	100-1500-531050
11/01/2019	CES 486	GF-3LT F17/25/32 T8 STAND-FAC	\$ 148.38	100-3300-532500
11/04/2019	THE HOME DEPOT 1547	GOLF-12' DECKING-PRO SHOP	\$ 773.10	100-110150
11/04/2019	ACE HARDWARE OF FORT L	CPR-PINE SOL, KEYRAFTER-COM CTR	\$ 15.98	230-6000-520300
11/06/2019	ACE HARDWARE OF FORT L	GOLF-STAR SCREWS-PRO SHOP	\$ 53.98	100-110150
F-	ACE HARDWARE OF FORT L	GF-ARROW KEY BLANK-FAC	\$ 5.98	100-3300-533500
11/07/2019	ACE HARDWARE OF FORT L	GF-RING WAX,SPLY-FAC	\$ 12.98	100-3300-532500
11/12/2019	CUSTOM IMAGING	CPR-WINTERFEST BANNERS-COM CTR	\$ 22.50	230-6000-520100
11/13/2019	ACE HARDWARE OF FORT L	CPR-LATCHING TOTE 112QT-COM CTR	\$ 33.98	230-6000-520100
11/14/2019	ACE HARDWARE OF FORT L	GF-LED BULBS-FAC	\$ 45.98	100-3300-532500
11/14/2019	ACE HARDWARE OF FORT L	GOLF-GLUE AND PAINT-MAINT	\$ 48.73	100-110150
11/18/2019	ACE HARDWARE OF FORT L	CPR-BATTERIES, SOFT SOAP-COM CTR	\$ 25.95	230-6000-532500
11/19/2019	R AND M SERVICES LLC	GF-P155//85R TIRES, SPARKY-CITY ADM	\$ 242.14	100-1100-532700
11/20/2019	ACE HARDWARE OF FORT L	GF-GFI RECEPTACLE-FAC	\$ 45.98	100-3300-532500
11/21/2019	ACE HARDWARE OF FORT L	CPR-37' LED CHRISTMAS LIGHTS-COM CTR	\$ 30.38	230-6000-520100
11/12/2019	GREEN CO2 SYSTEMS	REC-CO2 CYLINDER, VALVE,REGULATOR	\$ 227.66	500-6700-520400
11/15/2019	SAFEWAY #1045	REC-KIDS DRINKS	\$ 3.87	500-6700-520100
11/15/2019	SAFEWAY #1045	REC-KIDS DRINKS	\$ 5.16	500-6700-520100
11/15/2019	SAFEWAY #1045	REC-KIDS DRINKS	\$ 4.90	500-6700-520100
11/08/2019	SAFEWAY #1045	GOLF-JUICE-PRO SHOP	\$ 11.96	100-110150
11/08/2019	THE SMOKEHOUSE	GF-GEORGIA BOYS BBQ-PARKS	\$ 99.91	100-3500-532800
11/14/2019	ACE HARDWARE OF FORT L	GF-18" HEAVY DUTY 120#-PARKS	\$ 15.89	100-3500-520100
11/14/2019	ACE HARDWARE OF FORT L	GF-HEXKEY COMBO SET-PARKS	\$ 31.99	100-3500-520100
11/26/2019	6372 DOMINOS PIZZA	GF-DOMINOS PIZZA-PARKS	\$ 27.49	100-3500-532800
11/12/2019	BSN SPORTS LLC	CPR-WORTH GREEN DOT 11" SOFTBALLS-A'	\$ 625.47	230-6020-520100
11/13/2019	SUGAR HOUSE EATON	CPR-MEALS-ATHL	\$ 18.09	230-6020-533000
11/20/2019	BSN SPORTS LLC	CPR-WORTH GREEN DOT 11" SOFTBALLS-A'	\$ 211.53	230-6020-520100

NOVEMBER 2019 COM DATA

10/31/2019	ACE HARDWARE OF FORT L	GF-BATTERIES,AIR FRESHENER, UTENSILS-	\$	46.39	100-3500-520100
11/01/2019	6372 DOMINOS PIZZA	GF-DOMINOS PIZZA-PARKS	\$	40.56	100-3500-520100
11/05/2019	ACE HARDWARE OF FORT L	GF-FASTENERS-PARKS	\$	9.67	100-3500-520100
11/14/2019	ACE HARDWARE OF FORT L	GF-DAWN ULTRA, FASTENERS-PARKS	\$	8.36	100-3500-520100
11/15/2019	ACE HARDWARE OF FORT L	GF-MASKING TAPE-PARKS	\$	5.99	100-3500-520100
11/20/2019	ACE HARDWARE OF FORT L	GF-GRILL SUPPLIES-PARKS	\$	25.96	100-3500-520100
11/06/2019	SAFEWAY #1045	CPR-ISB BREAKFAST DONUTS-SENIORS	\$	13.98	230-6050-553900
11/06/2019	SAFEWAY #1045	CPR-BANANAS-SENIORS	\$	1.66	230-6050-553900
11/06/2019	SAFEWAY #1045	CPR-REGULAR STRAWBERRIES-SENIORS	\$	3.99	230-6050-553900
11/06/2019	SAFEWAY #1045	CPR-OTHER MISCELLANEOUS TRANS-SENI	\$	(6.99)	230-6050-553900
11/13/2019	SAFEWAY #1045	CPR-ISB BREAKFAST DONUTS-SENIORS	\$	6.99	230-6050-553900
11/13/2019	SAFEWAY #1045	CPR-UA BLUEBERRIES-SENIORS	\$	3.99	230-6050-553900
11/13/2019	SAFEWAY #1045	CPR-BANANAS-SENIORS	\$	1.93	230-6050-553900
11/13/2019	SAFEWAY #1045	CPR-BLUEBERRIES-SENIORS	\$	3.99	230-6050-553900
11/14/2019	GAYLORD ROCKIES RESORT	CPR-TRAVEL-SENIORS	\$	21.70	230-6050-553900
11/15/2019	BP#9738030IN0015-HAQPS	REC-UNL SUP-92-94OC FRAUD	\$	30.00	100-110150
11/15/2019	BP#9738030IN0015-HAQPS	REC-MISC OTHER FRAUD	\$	340.00	100-110150
11/15/2019	BP#9738030IN0015-HAQPS	REC-OTHER MISCELLANEOUS TRANS FRAU	\$	23.80	100-110150
11/22/2019	DENVER ZOO	REC-DENVER ZOO-SENIORS	\$	264.00	230-6050-553900
11/25/2019	KING SOOPERS #0105	REC-MEALS-SENIORS	\$	7.98	230-6050-553900
11/06/2019	THE TORO COMPANY	GOLF-ESSENTIALS MONTHLY-MAINT	\$	155.00	100-110150
11/20/2019	RMGCSA	GOLF-CLASS A GOLF COURSE SUPER-MAIN	\$	170.00	100-110150
11/20/2019	ROCKY MOUNTAIN REGIONA	GOLF-2019 RMRTA CONFERENCE-MAINT	\$	415.00	100-110150
11/13/2019	QUALITY OF COLORADO FI	GF-GENERAL SUPPLIES-FAC	\$	85.00	100-3300-520100
11/19/2019	QUALITY OF COLORADO FI	GF-GENERAL SUPPLIES-FAC	\$	(85.00)	100-3300-520100
11/05/2019	SAFEWAY FUEL #1045	GF-UNLEADED FUEL-PARKS	\$	44.42	100-3500-520800
11/05/2019	WHOLLY STROMBOLI	GF-WHOLLY STROMBOLI-PARKS	\$	23.41	100-3500-533000
11/07/2019	SAFEWAY #1045	GF-BASE SPRAYS AIR CARE-PARKS	\$	8.02	100-3500-520100
11/07/2019	SAFEWAY #1045	GF-EVERYDAY INDIVIDUAL CARDS-PARKS	\$	5.02	100-3500-520100
11/07/2019	SAFEWAY #1045	GF-AUTO AIR CARE-PARKS	\$	5.02	100-3500-520100
11/07/2019	SAFEWAY #1045	GF-GENERAL SUPPLIES-PARKS	\$	(2.06)	100-3500-520100
11/13/2019	AMZN MKTP US*A45802LI3	GF-NOMA 23' LED ROPE LIGHTS-CITY ADM	\$	988.27	100-1100-551900
11/14/2019	SAFEWAY #1045	GF-HALF N HALF 10 5 MF CRE-PARKS	\$	4.14	100-3500-520100
11/14/2019	SAFEWAY #1045	GF-PREMIUM BATHROOM TISSUE-PARKS	\$	16.14	100-3500-520100
11/14/2019	SAFEWAY #1045	GF-SALES TAX-PARKS	\$	(1.15)	100-3500-520100
11/21/2019	SAFEWAY #1045	GF-POTATO CHIPS TAKE HOME BAG-PARKS	\$	4.70	100-3500-520100
11/21/2019	SAFEWAY #1045	GF-POTATO CHIPS TAKE HOME BAG-PARKS	\$	4.70	100-3500-520100
11/21/2019	SAFEWAY #1045	GF-CSD 12 OZ 12PK CANS-PARKS	\$	7.00	100-3500-520100
11/21/2019	SAFEWAY #1045	GF-PIE PANS-PARKS	\$	5.00	100-3500-520100
11/21/2019	SAFEWAY #1045	GF-SUPPLIES SAVINGS-PARKS	\$	(3.33)	100-3500-520100
11/21/2019	SAFEWAY #1045	GF-WORCESTERSHIRE SAUCE SPECI-PARK	\$	4.27	100-3500-520100
11/21/2019	SAFEWAY #1045	GF-MAINSTREAM HERBS SPICES-PARKS	\$	7.47	100-3500-520100
11/21/2019	SAFEWAY #1045	GF-BEEF RIB CHOICE-PARKS	\$	23.58	100-3500-520100
11/21/2019	SAFEWAY #1045	GF-BEEF RIB CHOICE-PARKS	\$	8.56	100-3500-520100
11/21/2019	SAFEWAY #1045	GF-MISC SUPPLIES-PARKS	\$	15.35	100-3500-520100

NOVEMBER 2019 COM DATA

11/25/2019	SAFEWAY #1045	GF-AIR FRESHNER REFILLS-PARKS	\$	3.96	100-3500-520100
11/25/2019	SAFEWAY #1045	GF-AIR FRESHNER REFILLS-PARKS	\$	3.96	100-3500-520100
11/25/2019	SAFEWAY #1045	GF-AIR FRESHNER REFILLS-PARKS	\$	4.96	100-3500-520100
11/25/2019	SAFEWAY #1045	GF-AIR FRESHNER REFILLS-PARKS	\$	2.06	100-3500-520100
11/27/2019	KING SOOPERS #0105	GF-GENERAL LOST RECEIPT-PARKS	\$	127.73	100-3500-520100
10/30/2019	POWER SYSTEMS	REC-WATER DUMBELLS	\$	357.46	500-6700-531050
11/07/2019	POWER SYSTEMS	REC-WATER DUMBELLS	\$	10.37	500-6700-531050
11/22/2019	USPS PO 0732220392	REC-POSTAGE STAMPS	\$	55.00	500-6700-531800
10/31/2019	WWW.BOVINEMETROPLIS.CO	GF-IMPROV ENTERTAINMENT-LEGIS	\$	1,000.00	100-1000-550100
11/05/2019	ADVANCED HEALTHSTYLES	REC-EXPRESSO BIKES	\$	775.00	500-6700-531050
11/06/2019	ADVANCED HEALTHSTYLES	REC-EXPRESSO BIKES	\$	775.00	500-6700-531050
11/14/2019	FUN SERVICES INC	REC-FUN FAIR	\$	938.63	500-6700-554080
11/19/2019	SQU*SQ *HAYSTACK MOUNT	CPR-HAYSTACK MOUNTAIN CREAMERY-SEN	\$	210.00	230-6050-553900
11/19/2019	RED ROOSTER RESTAURANT	CPR-MEALS-SENIOR	\$	15.34	230-6050-553900
11/07/2019	SAFEWAY #1045	REC-ECONOMY AT HOME COOKIES	\$	1.99	500-6700-534000
11/07/2019	SAFEWAY #1045	REC-MAINSTREAM AT HOME COOKIES	\$	3.39	500-6700-534000
11/07/2019	SAFEWAY #1045	REC-MAINSTREAM AT HOME COOKIES	\$	3.39	500-6700-534000
11/07/2019	SAFEWAY #1045	REC-PARTNER GIFT CARD	\$	40.00	500-6700-534000
11/07/2019	SAFEWAY #1045	REC-PARTNER GIFT CARD	\$	20.00	500-6700-534000
11/07/2019	SAFEWAY #1045	REC-PARTNER GIFT CARD	\$	25.00	500-6700-534000
11/07/2019	SAFEWAY #1045	REC-OTHER MISCELLANEOUS TRANS	\$	2.40	500-6700-534000
11/20/2019	DISCOUNTSCH 8006272829	REC-RED CRAYOLA WASHABLE PAINT	\$	27.88	500-6700-553950
11/21/2019	AED SUPERSTORE	CPR-TRAVEL AED-SENIORS	\$	148.16	230-6050-520100
11/24/2019	AMZN MKTP US*D70Q30373	REC-THERMAL RECEIPT PAPER	\$	18.16	500-6700-520200
10/30/2019	SAFEWAY #1045	CPR-LIGHT DUTY DISH DETERGENT-MUSEU	\$	1.51	230-6040-520100
10/30/2019	SAFEWAY #1045	CPR-AIR FRESHNERS-MUSEUM	\$	10.99	230-6040-520100
10/30/2019	SAFEWAY #1045	CPR-AIR FRESHNERS-MUSEUM	\$	2.49	230-6040-520100
11/05/2019	ACE HARDWARE OF FORT L	CPR-ICE MELT-MUSEUM	\$	8.99	230-6040-520100
11/12/2019	AMERICAN ASSOCIATION F	CPR-AMERICAN HISTORY SUB-MUSEUM	\$	98.00	230-6040-530800
11/19/2019	ACE HARDWARE OF FORT L	GF-24.9" 175# XTRA HEAVY DUTY-PARKS	\$	19.78	100-3500-520100
11/20/2019	ACE HARDWARE OF FORT L	GF-TAP CUBE-PARKS	\$	23.92	100-3500-520100
11/01/2019	BIRDIE IMAGING SUPPLIE	CPR-OFFICE SUPPLIES-COM CTR	\$	426.30	230-6000-520100
11/07/2019	SAMS CLUB #4987	CPR-OFFICE SUPPLIES-COM CTR	\$	30.46	230-6000-520100
11/07/2019	SAMS CLUB #4987	REC-JANITORIAL SUPPLIES	\$	11.98	500-6700-520300
11/07/2019	SAMS CLUB #4987	REC-LEGGINGS-PROG PRESCHOOL	\$	19.86	500-6700-553960
11/09/2019	STAPLES DIRECT	REC-L SHAPE FRAME	\$	55.80	500-6700-520100
11/15/2019	SAMSCLUB.COM	CPR-COFFE-COM CTR	\$	89.90	230-6000-520100
11/15/2019	STAMPS.COM	CPR-STAMPS-COM CTR	\$	17.99	230-6000-530800
11/16/2019	STAPLES DIRECT	CPR-TRU RED 85 X 11 PAPER-COM CTR	\$	91.17	230-6000-520100
11/16/2019	STAPLES DIRECT	REC-GENERAL SUPPLIES	\$	83.97	500-6700-520200
11/19/2019	SAMSCLUB #4745	CPR-GENERAL SUPPLIES-COM CTR	\$	66.70	230-6000-520100
11/20/2019	SAFEWAY #1045	CPR-ISB BREAKFAST DONUTS-SENIORS	\$	6.99	230-6050-553900
11/20/2019	SAFEWAY #1045	CPR-GRAB AND GO FRESH FRUIT CO-SENIC	\$	5.99	230-6050-553900
11/20/2019	SAFEWAY #1045	CPR-BANANAS-SENIORS	\$	1.90	230-6050-553900
11/22/2019	STAPLES 00114496	REC-OFFICE SUPPLIES	\$	19.52	500-6700-520100

NOVEMBER 2019 COM DATA

11/23/2019	STAPLES DIRECT	REC-L SHAPE FRAME	\$	(55.80)	500-6700-520100
11/26/2019	STAPLES DIRECT	REC-2020 STAPLES 17 X 22 DESK PAD CALE	\$	35.94	500-6700-520100
11/26/2019	STAPLES DIRECT	REC-2020 ATAGLANCE 48 X 32 VERTICALHO	\$	38.49	500-6700-520100
11/26/2019	STAPLES DIRECT	REC-2020 STAPLES 36 X 24 WALL CALENDAI	\$	56.98	500-6700-520100
11/26/2019	STAPLES DIRECT	REC-BIGELOW VARIETY PACK ASSORTED T	\$	18.79	500-6700-520100
11/26/2019	STAPLES DIRECT	REC-OFFICE SUPPLIES	\$	(8.00)	500-6700-520100
11/29/2019	SAMS CLUB #4987	CPR-OFFICE SUPPLIES-COM CTR	\$	12.96	230-6000-520100
11/29/2019	SAMS CLUB #4987	CPR-MEMBERSHIP RENEWAL-COM CTR	\$	100.00	230-6000-530000
			\$	11,915.43	
10/31/2019	AMZN MKTP US*K95YV2753	GF-LIFEPAK 500 NON-RECHARG-PD	\$	117.50	100-2100-531070
10/31/2019	AMZN MKTP US*R47982SZ3	GF-KLEENEX FACIAL TISSUES-PD	\$	227.94	100-2200-553890
11/02/2019	AMZN MKTP US*VJ0265053	GF-24 PACK E305 WASHABLE SCHOOL GLUE	\$	599.80	100-2200-553890
11/04/2019	AMZN MKTP US*IG6689YX3	GF-PRIMARY JOURNAL, HARDCOVER, PRIM	\$	329.40	100-2200-553890
11/04/2019	AMZN MKTP US*IG6689YX3	GF-STERILITE 17248612 SMALL DIVIDED BO-	\$	302.64	100-2200-553890
11/04/2019	AMZN MKTP US*IG6689YX3	GF-CRAYOLA WASHABLE MARKER SET, GIF	\$	80.65	100-2200-553890
11/04/2019	AMZN MKTP US*IG6689YX3	GF-KLEENEX PROFESSIONAL FACIAL TISSU	\$	495.70	100-2200-553890
11/04/2019	AMZN MKTP US*IG6689YX3	GF-BAZIC BRIGHT COLOR 3-RING PENCIL-CC	\$	642.16	100-2200-553890
11/04/2019	AMZN MKTP US*IG6689YX3	GF-WESTCOTT SCHOOL LEFT AND RIGHT H.	\$	130.90	100-2200-553890
11/04/2019	AMZN MKTP US*IG6689YX3	GF-ROARING SPRING PAPER PRODUCTS CE	\$	504.45	100-2200-553890
11/04/2019	AMZN MKTP US*IG6689YX3	GF-TICONDEROGA PENCILS, HB #2 PREMIU	\$	712.14	100-2200-553890
11/04/2019	AMZN MKTP US*IG6689YX3	GF-CARDINAL ECONOMY 3-RING BINDERS, 1	\$	159.66	100-2200-553890
11/04/2019	AMZN MKTP US*IG6689YX3	GF-AMAZON BRAND - SOLIMO FACIAL TISSU	\$	171.95	100-2200-553890
11/04/2019	AMZN MKTP US*IG6689YX3	GF-POWERME ELECTRIC PENCIL SHARPENI	\$	81.50	100-2200-553890
11/04/2019	AMZN MKTP US*PV2PM4N93	GF-TICONDEROGA PENCILS, HB #2PREMIUM	\$	97.10	100-2200-553890
11/05/2019	USPS PO 0732220392	GF-GREGORY HINES-PD	\$	6.20	100-2100-531800
11/06/2019	USPS PO 0732220392	GF-VEHICLE IMPOUND LETTERS-PD	\$	48.86	100-2100-531800
11/18/2019	USPS PO 0732220392	GF-CERTIFIED LETTER-PD	\$	4.39	100-2100-531800
11/19/2019	USPS PO 0732220392	GF-CERTIFIED LETTER-PD	\$	16.95	100-2100-531800
11/20/2019	SAFEWAY #1045	GF-STILL CONVENIENCE BOTTLED-PD	\$	19.90	100-2100-533000
11/20/2019	NAPA AUTO PARTS	GF-WASHER FLUID-COMM SVCS	\$	20.94	100-2200-532700
11/21/2019	AMZN MKTP US*YO1488JE3	GF-17" MIXED BULK BACKPACK ASSORTMEN	\$	311.98	100-2200-553890
11/21/2019	AMZN MKTP US*YO1488JE3	GF-WHOLESALE CASE OF 24 BOOKBAGS - 1	\$	287.97	100-2200-553890
11/21/2019	AMZN MKTP US*YO1488JE3	GF-WHOLESALE 19 INCH ADULT LARGE PRE	\$	199.98	100-2200-553890
11/22/2019	AMZN MKTP US*BR5SI9IZ3	GF-HIGHLAND INVISIBLE TAPE, 3/4 INCH-CO	\$	24.31	100-2200-553890
11/23/2019	AMZN MKTP US*NG5R00ZW3	GF-CLASSIC 17 INCH BACKPACK CASE PACI	\$	184.00	100-2200-553890
11/23/2019	AMZN MKTP US*3Q85E2PI3	GF-DIVERSEY 5627427 OXIVIR TB DISINFEC-	\$	618.00	100-2200-553890
11/24/2019	AMZN MKTP US*UQ7A41NT3	GF-BIC MECHANICAL PENCIL VARIETY PACK	\$	84.49	100-2200-553890
11/24/2019	AMZN MKTP US*RQ5CV5R73	GF-TEXAS INSTRUMENTS TI-84 PLUS CE GR	\$	118.35	100-2200-553890
11/24/2019	AMZN MKTP US*RQ5CV5R73	GF-MEAD SPIRAL NOTEBOOK, COLLEGE RU	\$	113.13	100-2200-553890
11/25/2019	AMZN MKTP US*TZ6L33DJ3	GF-ELMER'S ALL PURPOSE SCHOOL GLUE S	\$	59.22	100-2200-553890
11/25/2019	AMZN MKTP US*TZ6L33DJ3	GF-AMAZON BRAND - SOLIMO FACIAL TISSU	\$	173.94	100-2200-553890
11/25/2019	AMZN MKTP US*TZ6L33DJ3	GF-ARTEZA HIGHLIGHTERS SET OF 60, BULI	\$	161.94	100-2200-553890
11/25/2019	AMZN MKTP US*TZ6L33DJ3	GF-DISINFECTING WIPES BY CLEAN CUT-CC	\$	228.24	100-2200-553890
11/25/2019	AMZN MKTP US*TZ6L33DJ3	GF-500 PAGE PROTECTORS 8.5 X 11 CLEAR-	\$	80.97	100-2200-553890
11/25/2019	AMZN MKTP US*TZ6L33DJ3	GF-HIGHLAND INVISIBLE PERMANENT MENC	\$	17.66	100-2200-553890

NOVEMBER 2019 COM DATA

11/25/2019	AMZN MKTP US*TZ6L33DJ3	GF-AVERY 12 TAB DIVIDERS FOR 3 RING-CC	\$ 650.00	100-2200-553890
11/25/2019	AMZN MKTP US*TZ6L33DJ3	GF-POST-IT RECYCLED SUPER STICKY NOT	\$ 104.80	100-2200-553890
11/25/2019	AMZN MKTP US*TZ6L33DJ3	GF-ARTEZA PROFESSIONAL WATERCOLOR	\$ 131.96	100-2200-553890
11/25/2019	AMZN MKTP US*WM68H8LX3	GF-500 PAGE PROTECTORS 8.5 X 11 CLEAR-	\$ 80.97	100-2200-553890
11/25/2019	AMZN MKTP US*XE97M29F3	GF-WASHABLE ALL PURPOSE SCHOOL GLU	\$ 132.05	100-2200-553890
11/25/2019	AMZN MKTP US*EU2B44EJ3	GF-MOTOROLA DTR-410 DIGITAL ON-SITE TV	\$ 538.00	100-2200-553890
11/26/2019	AMZN MKTP US*UT0LK1CO3	GF-17 INCH PRINTED BACKPACKS FOR BOY	\$ 112.00	100-2200-553890
11/26/2019	AMZN MKTP US*UT0LK1CO3	GF-17 INCH PRINTED BACKPACKS FOR BOY	\$ 112.00	100-2200-553890
11/27/2019	AMZN MKTP US*A73LH5CE3	GF-TEXAS INSTRUMENTS TI-84 PLUS CE GR	\$ 2,079.78	100-2200-553890
11/27/2019	AMZN MKTP US*A73LH5CE3	GF-TEXAS INSTRUMENTS TI-84 PLUS CE GR	\$ 1,183.60	100-2200-553890
11/27/2019	AMZN MKTP US*A73LH5CE3	GF-CARDINAL ECONOMY 3-RING BINDERS, 2	\$ 224.25	100-2200-553890
11/27/2019	AMZN MKTP US*A73LH5CE3	GF-CARDINAL ECONOMY 3-RING BINDERS, 1	\$ 187.25	100-2200-553890
11/27/2019	AMZN MKTP US*A73LH5CE3	GF-SCHOOL SMART RAILROAD BOARDS, 22	\$ 75.65	100-2200-553890
11/27/2019	AMZN MKTP US*A73LH5CE3	GF-MEAD SPIRAL NOTEBOOK, 24 PACK OF 1	\$ 173.70	100-2200-553890
11/27/2019	AMZN MKTP US*A73LH5CE3	GF-CARDINAL ECONOMY 3-RING BINDERS, 1	\$ 139.45	100-2200-553890
11/27/2019	AMZN MKTP US*A73LH5CE3	GF-TEXAS INSTRUMENTS TI-84 PLUS CE GR	\$ 236.72	100-2200-553890
11/27/2019	AMZN MKTP US*A73LH5CE3	GF-SCHOOL SMART RAILROAD BOARD-COM	\$ 69.59	100-2200-553890
11/27/2019	AMZN MKTP US*A73LH5CE3	GF-LAPTOP BACKPACK,BUSINESS TRAVEL /	\$ 330.20	100-2200-553890
11/27/2019	AMZN MKTP US*A73LH5CE3	GF-MEAD SPIRAL NOTEBOOK, COLLEGE RU	\$ 75.34	100-2200-553890
11/27/2019	AMZN MKTP US*A73LH5CE3	GF-ARTEZA 3D PERMANENT FABRIC PAINT-I	\$ 52.44	100-2200-553890
11/27/2019	AMZN MKTP US*A73LH5CE3	GF-50 CHISEL TIP HIGHLIGHTERS MARKERS	\$ 18.73	100-2200-553890
11/27/2019	AMZN MKTP US*A73LH5CE3	GF-KICKO 3-SUBJECT SPIRAL NOTEBOOK-C	\$ 112.75	100-2200-553890
11/27/2019	AMZN MKTP US*A73LH5CE3	GF-ARTEZA COLORED PENCILS, PROFESSI	\$ 33.78	100-2200-553890
11/27/2019	SAFEWAY #1045	GF-STARBUCKS DRIP COFFEE BEVE-COM S	\$ 19.19	100-2200-533000
11/27/2019	AMZN MKTP US*JF8W14HJ3	GF-AMAZONBASICS RULED INDEX FLASH C/	\$ 18.68	100-2200-553890
11/27/2019	AMZN MKTP US*JF8W14HJ3	GF-WESTCOTT SCHOOL LEFT AND RIGHT H.	\$ 109.30	100-2200-553890
11/27/2019	AMZN MKTP US*JF8W14HJ3	GF-OXFORD RULED INDEX CARDS, 3" X 5"-C	\$ 36.59	100-2200-553890
11/27/2019	AMZN MKTP US*JF8W14HJ3	GF-MEAD SPIRAL NOTEBOOK, 24 PACK-COM	\$ 144.85	100-2200-553890
11/27/2019	AMZN MKTP US*JF8W14HJ3	GF-CRAYOLA BROAD LINE MARKERSBULK-C	\$ 170.64	100-2200-553890
11/27/2019	AMZN MKTP US*JF8W14HJ3	GF-CARDINAL ECONOMY 3-RING BINDERS, 3	\$ 248.80	100-2200-553890
11/27/2019	AMZN MKTP US*JF8W14HJ3	GF-MEAD SPIRAL NOTEBOOK, WIDERULED-I	\$ 34.18	100-2200-553890
11/27/2019	AMZN MKTP US*JF8W14HJ3	GF-3-RING PENCIL POUCH WITH MESH WINI	\$ 149.95	100-2200-553890
11/27/2019	AMZN MKTP US*JF8W14HJ3	GF-MEAD SPIRAL NOTEBOOK, COLLEGE RU	\$ 30.58	100-2200-553890
11/27/2019	AMZN MKTP US*JF8W14HJ3	GF-CARDINAL BY TOPS PRODUCTS ECONOI	\$ 318.96	100-2200-553890
11/27/2019	AMZN MKTP US*JF8W14HJ3	GF-CARDINAL ECONOMY 3-RING BINDERS, 1	\$ 95.76	100-2200-553890
11/27/2019	AMZN MKTP US*JF8W14HJ3	GF-TICONDEROGA WOOD-CASED GRAPHITI	\$ 201.55	100-2200-553890
11/27/2019	AMZN MKTP US*JF8W14HJ3	GF-MEAD SPIRAL NOTEBOOK, 12 PACK-COM	\$ 189.70	100-2200-553890
11/27/2019	AMZN MKTP US*PZ8BW7VE3	GF-MEAD SPIRAL NOTEBOOK, COLLEGE-CO	\$ 397.54	100-2200-553890
11/27/2019	AMZN MKTP US*PZ8BW7VE3	GF-MEAD SPIRAL NOTEBOOK, WIDERULED-I	\$ 136.72	100-2200-553890
11/27/2019	AMZN MKTP US*XC33O7853	GF-SOLIMO SANDWICH STOR-COM SVCS	\$ 22.47	100-2200-553890
11/27/2019	AMZN MKTP US*XC33O7853	GF-RULED INDEX FLASH CARD-COM SVCS	\$ 23.35	100-2200-553890
11/27/2019	AMZN MKTP US*XC33O7853	GF-MEAD PRIMARY JOURNAL KINDERGARTI	\$ 739.40	100-2200-553890
11/27/2019	AMZN MKTP US*XC33O7853	GF-BAZIC BRIGHT COLOR 3-RING PENCIL-C	\$ 150.42	100-2200-553890
11/27/2019	AMZN MKTP US*XC33O7853	GF-LYSOL DISINFECTING WIPES-COM SVCS	\$ 34.56	100-2200-553890
11/27/2019	AMZN MKTP US*XC33O7853	GF-SOLIMO SLIDER GALLON-COM SVCS	\$ 81.70	100-2200-553890

NOVEMBER 2019 COM DATA

11/27/2019	AMZN MKTP US*XC3307853	GF-STERILITE 17248612 SMALL DIVIDED BO-	\$	176.50	100-2200-553890
11/27/2019	AMZN MKTP US*XC3307853	GF-WESTCOTT SCHOOL LEFT/RIGHT HAND-	\$	109.30	100-2200-553890
11/27/2019	AMZN MKTP US*XC3307853	GF-TICONDEROGA WOOD-CASED GRAPHIT	\$	403.10	100-2200-553890
11/27/2019	AMZN MKTP US*XC3307853	GF-CARDINAL ECONOMY 3-RING BINDERS, 1	\$	239.40	100-2200-553890
11/27/2019	AMZN MKTP US*XC3307853	GF-CRAYOLA BROAD LINE MARKERSBULK-C	\$	227.52	100-2200-553890
11/27/2019	AMZN MKTP US*XC3307853	GF-ELMER'S E1323 GLUE-ALL MULTI PURPO	\$	66.00	100-2200-553890
11/27/2019	AMZN MKTP US*XC3307853	GF-BIC XTRA SMOOTH MECHANICALPENCIL	\$	94.40	100-2200-553890
11/27/2019	AMZN MKTP US*XC3307853	GF-SOLIMO FACIAL TISSUE-COM SVCS	\$	49.32	100-2200-553890
11/27/2019	AMZN MKTP US*XC3307853	GF-SOLIMO FACIAL TISSUE-COM SVCS	\$	101.45	100-2200-553890
11/27/2019	AMZN MKTP US*XC3307853	GF-ECONOMY 3-RING BINDERS, 2"-COM SVC	\$	387.00	100-2200-553890
11/27/2019	AMZN MKTP US*XC3307853	GF-CRAYOLA CRAYONS-COM SVCS	\$	203.20	100-2200-553890
11/27/2019	AMZN MKTP US*XC3307853	GF-ROARING SPRING PAPER PRODUCTS CE	\$	686.25	100-2200-553890
11/27/2019	AMZN MKTP US*XC3307853	GF-ECONOMY 3-RING BINDERS, 3"-COM SVC	\$	499.30	100-2200-553890
11/27/2019	AMZN MKTP US*XC3307853	GF-CRYOVAC RESEALABLE DOUBLE ZIPPEF	\$	142.85	100-2200-553890
11/27/2019	AMZN MKTP US*XC3307853	GF-SOLIMO SNACK STORAGE-COM SVCS	\$	19.98	100-2200-553890
11/27/2019	AMZN MKTP US*XC3307853	GF-RULED LINED INDEX CARD-COM SVCS	\$	46.20	100-2200-553890
11/27/2019	AMZN MKTP US*XC3307853	GF-SOLIMO QUART FOOD ST-COM SVCS	\$	23.52	100-2200-553890
11/27/2019	AMZN MKTP US*XC3307853	GF-TWIN POCKET FILE FOLDE-COM SVCS	\$	90.70	100-2200-553890
11/29/2019	AMAZON.COM*6F8EB9B43 A	GF-NO-NONSENSE ALGEBRA, 2ND EDITION-	\$	360.50	100-2200-553890
11/29/2019	AMAZON.COM*6F8EB9B43 A	GF-BRIGHT CONSTRUCTION PAP-COM SVCS	\$	335.00	100-2200-553890
11/29/2019	AMAZON.COM*6F8EB9B43 A	GF-CONSTRUCTION PAPER PACK, 10 ASSOI	\$	167.50	100-2200-553890
11/29/2019	AMAZON.COM*6F8EB9B43 A	GF-MASTERING ESSENTIAL MATH SKILLS-CI	\$	237.00	100-2200-553890
11/29/2019	AMAZON.COM*6F8EB9B43 A	GF-SUPER STICKY EASELPAD, 25-COM SVC:	\$	814.20	100-2200-553890
11/29/2019	AMAZON.COM*6F8EB9B43 A	GF-SOLIMO FACIAL TISSUE-COM SVCS	\$	385.51	100-2200-553890
11/29/2019	AMAZON.COM*6F8EB9B43 A	GF-ADVANCED HAND SANITIZER, REF-COM	\$	203.00	100-2200-553890
11/29/2019	AMAZON.COM*6F8EB9B43 A	GF-CONSTRUCTION PAPER, BRIGHT-COM S	\$	73.90	100-2200-553890
11/29/2019	AMAZON.COM*6F8EB9B43 A	GF-ELMER'S LIQUID SCHOOL GLUE, WASHA	\$	15.55	100-2200-553890
11/29/2019	AMAZON.COM*6F8EB9B43 A	GF-GRAPH PAPER NOTEBOOK: 1 INCH SQU/	\$	143.76	100-2200-553890
11/29/2019	AMAZON.COM*6F8EB9B43 A	GF-ELMER'S ALL PURPOSE SCHOOLGLUE S	\$	9.88	100-2200-553890
11/01/2019	SAFEWAY FUEL #1045	GF-FUEL UNL REG 86/87 OC-PD	\$	32.55	100-2100-520800
11/01/2019	SAFEWAY FUEL #1045	GF-FUEL UNL REG 86/87 OC-PD	\$	1.74	100-2100-520800
11/21/2019	ACE HARDWARE OF FORT L	GF-PAINT-PD	\$	4.59	100-2100-520100
10/31/2019	JCPENNEY.COM	GF-UNIFORMS-PD	\$	(34.21)	100-2100-533100
10/31/2019	KUM & GO #0934	GF-FUEL UNL REG 86/87 OC-PD	\$	64.41	100-2100-520800
11/04/2019	TLO TRANSUNION	GF-TRANSUNION REPORTS-PD	\$	50.00	100-2100-530600
11/05/2019	TROPHY DEPOT	GF-AWARDS-PD	\$	37.57	100-2100-532800
11/05/2019	BACK DEFENSE SYSTEM	GF-BACK DEFENSE SYSTEM-PD	\$	200.90	100-2100-533100
11/07/2019	PHILLIPS 66 - KRAMERS	UNL REG 86/87 OC	\$	58.67	100-2100-520800
11/12/2019	LOVES COUNTRY 00003772	UNL REG 86/87 OC	\$	58.89	100-2100-520800
11/12/2019	GOOD TIMES DR THRU #15	GF-GOOD TIMES MEAL-PD	\$	10.57	100-2100-533000
11/26/2019	O'REILLY AUTO PARTS 44	GF-WIPER BLADE, UNIT1403-PD	\$	19.23	100-2100-532700
11/09/2019	SAFEWAY FUEL #1045	GF-FUEL UNL REG 86/87 OC-PD	\$	46.11	100-2100-520800
11/10/2019	SAFEWAY FUEL #1045	GF-FUEL UNL REG 86/87 OC-PD	\$	66.98	100-2100-520800
11/10/2019	SAFEWAY FUEL #1045	GF-FUEL UNL REG 86/87 OC-PD	\$	1.00	100-2100-520800
10/31/2019	SAFEWAY FUEL #1045	GF-FUEL UNL REG 86/87 OC-PD	\$	34.46	100-2100-520800

NOVEMBER 2019 COM DATA

11/16/2019	KING SOOPERS #0681 FUE	GF-FUEL UNL REG 86/87 OC-PD	\$	46.50	100-2100-520800
11/27/2019	6372 DOMINOS PIZZA	GF-DOMINOS PIZZA-PD	\$	53.40	100-2100-533000
11/03/2019	FAMILY DOLLAR #5949	GF-BATTERIES-PD	\$	10.37	100-2100-520100
11/27/2019	FAMILY DOLLAR #5949	GF-MENS FLEECE TOP & PANT-PD	\$	14.97	100-2100-533100
11/01/2019	SAFEWAY FUEL #1045	GF-FUEL UNL REG 86/87 OC-PD	\$	32.47	100-2100-520800
11/02/2019	SAFEWAY FUEL #1045	GF-FUEL UNL REG 86/87 OC-PD	\$	14.95	100-2100-520800
11/09/2019	SAFEWAY FUEL #1045	GF-FUEL UNL REG 86/87 OC-PD	\$	19.38	100-2100-520800
10/31/2019	CIRCLE K # 44109	GF-FUEL UNL REG 86/87 OC-PD	\$	31.00	100-2100-520800
11/09/2019	CIRCLE K # 44109	GF-FUEL UNL REG 86/87 OC-PD	\$	33.65	100-2100-520800
11/29/2019	SAFEWAY FUEL #1045	GF-FUEL UNL REG 86/87 OC-PD	\$	44.08	100-2100-520800
			\$	24,910.83	
11/14/2019	FREDPRYOR CAREERTRACK	GF-DEALING W/DIFFICULT PEOPLE-PLAN	\$	99.00	100-4100-532800
11/14/2019	FREDPRYOR CAREERTRACK	GF-DEALING W/DIFFICULT PEOPLE-PLAN	\$	99.00	100-4100-532800
11/01/2019	CLE INTERNATIONAL	GF-LAND USE LAW CONFERENCE-PLAN	\$	100.00	100-4100-532800
11/15/2019	WELD	GF-WELD CO WEB SUBSCRIPTION-PLAN	\$	300.00	100-4100-530800
			\$	598.00	
			\$	82,812.26	

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
December 16, 2019

The City Council of the City of Fort Lupton met in a regular session at the City Complex, 130 South McKinley Avenue, the regular meeting place of the City Council, on Monday, December 16, 2019. Mayor Zo Stieber called the meeting to order at 7:00 p.m. and invited everyone to join her in the Pledge of Allegiance.

ROLL CALL

Mari Peña, City Clerk, called the roll. Those present were Mayor Zo Stieber, Council Members Shannon Rhoda, Chris Ceretto, and Michael Sanchez; Tommy Holton was present by conference call. Also present were City Administrator, Chris Cross, City Clerk, Mari Peña, City Planner, Todd Hodges, Public Works Director, Roy Vestal, Chief John Fryar and City Attorney Andy Ausmus.

PERSONS TO ADDRESS COUNCIL

There was no one from the public to address the Council.

APPROVAL OF AGENDA

It was moved by Michael Sanchez and seconded by Chris Ceretto to approve the Agenda as amended with the addition of item 'i' to the Action Memorandum, AM 2019-263 Approve Change Order #1 to the Contract with PLM Asphalt & concrete, LLC for Mustang Reconstruction Project for not to Exceed \$33,107.50 From Street Fund Projects Reallocation. Motion passed unanimously on voice vote.

REVIEW OF ACCOUNTS PAYABLES

Council reviewed the December 16, 2019 payables; there were no questions or comments.

CONSENT AGENDA

It was moved by Chris Ceretto to approve the Consent Agenda with the addition of "*State Income Tax Credit Program for qualifying rehabilitation projects under*" on Resolution 2019R087 and seconded by Michael Sanchez with the following items: 12022019 City Council Meeting Minutes, 12112019 City Council Special Meeting on the Budget, Approving Global Payments as the Processor for Online Credit Card, Debit Card, and E-Check Payments and Authorize the Mayor to Sign the Agreement (AM 2019-245), Purchase of a Total Organic Carbon Analyzer From the Hach Company for an Amount not to Exceed \$22,000 (AM 2019-249) Approving Resolution 2019R086 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORT LUPTON REVISING SECTION 411, UNIFORMS AND EQUIPMENT OF THE EMPLOYEE HANDBOOK DATED SEPTEMBER 15, 2005 (AM 2019-253) Approve Resolution 2019R087 A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON RESCINDING THE FORT LUPTON HISTORIC PRESERVATION BOARD'S STATUS AS A REVIEWING ENTITY FOR THE STATE INCOME TAX CREDIT PROGRAM FOR QUALIFYING REHABILITATION PROJECTS UNDER COLORADO HOUSE BILL 90-1033

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
December 16, 2019**

(C.R.S. §39-22-514, AS AMENDED) (AM 2019-255). Motion passed unanimously on roll call vote.

PUBLIC HEARINGS

AM 2019-254 Consideration on an Application by the City Council Acting the the Liquor Licensing Authority Submitted by Nancy Sandoval, Owner of Station Three Lounge, Located at 327 Denver Avenue, for a Change of Manager to Jessica Sandoval

Mayor Stieber opened the public hearing at 7:04 p.m. and asked for a description of the proposal.

The City Clerk, Mari Peña, stated that Nancy Sandoval, owner of Station Three Lounge has submitted an application for Change of Manager to Jessica Sandoval. Per Section 6-39 of the Fort Lupton Municipal Code, these changes can be approved administratively however due to the extensive information received from the background history and fingerprinting, the application was denied under the administrative review process. The application is being brought before Council, acting as the Liquor Licensing Authority, for consideration. The Council must approve or deny the moral character of the operational manager of this license holder. The owner, Nancy Sandoval and her daughter Jessica Sandoval are present to answer any questions or concerns.

The City Attorney, Andy Ausmus, asked the applicant, Jessica Sandoval, several questions regarding her background history. Ms. Jessica Sandoval provided the City Attorney with a copy of a letter concerning the fraud charge on her record. Ms. Sandoval stated that her identity was used by a friend of hers without her knowledge.

Mr. Ausmus stated that the Council must approve or deny the moral character of the applicant.

It was moved by Chris Ceretto and seconded by Shannon Rhoda to approve the application by the City Council Acting the Liquor Licensing Authority Submitted by Nancy Sandoval, Owner of Station Three Lounge, Located at 327 Denver Avenue, for a Change of Manager to Jessica Sandoval. Motion failed with Chris Ceretto voting 'yes' and Shannon Rhoda, Tommy Holton, Zo Stieber, and Michael Sanchez voting 'no' to the motion.

Withdrawal of the Highway 160 Partnership Annexation and Initial Zoning

Mayor Stieber opened the public hearing at 7:13 p.m. and asked for a description of the project.

The Planning Director, Todd Hodges, stated that staff is requesting a cancellation of the scheduled public hearings for the Highway 160 Partnership Annexation and Initial Zoning. The applicant has formally withdrawn their applications.

Mayor Stieber asked if anyone from the public wished to speak for or against the project, hearing none, Mayor Stieber closed the public hearing at 7:14 p.m.

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
December 16, 2019

It was moved by Chris Ceretto and seconded by Michael Sanchez to accept the withdrawal of the Highway 160 Partnership Annexation and Initial Zoning. Motion passed unanimously on roll call vote.

AM 2019-256 Approving a Resolution for the 7-Eleven at Vincent Village Site Plan

Mayor Stieber opened the public hearing at 7:15 p.m. and asked for a description of the project.

The Planning Director, Todd Hodges stated that an application has been submitted for site plan known as 7-Eleven at Vincent Village by Robert Leino with Vincent Village, LLC, owner, Cadence Development and The Dimension Group, developers. The site is located north and adjacent to Highway 52 and approximately 0.10 miles East of Rollie Avenue. The Site Plan includes a 4,200 square foot building that will serve as a convenience store and fueling facility. The property is Lot 5 of the Vincent's East Addition 3rd Filing Second Amended Subdivision and within the C-1 General Commercial Zone District governed by Section 16-41 of the Code. A convenience store and fueling station are permitted uses in the C-1 Zone District.

Bob Leino, developer and owner at Vincent Village, Kay Stallworthy, developer with Cadence Development layout and Alex Steel, with 7-Eleven were present to answer any questions of the public and/or Council. Mr. Steel indicated that all stores are franchised and that he didn't know if additional stores would be going in Fort Lupton.

Mayor Stieber asked if anyone from the public wished to speak for or against the project, hearing none, Mayor Stieber closed the public hearing at 7:18 p.m.

It was moved by Michael Sanchez and seconded by Shannon Rhoda to approve Resolution 2019088 A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE 7-ELEVEN AT VINCENT VILLAGE SITE PLAN. Motion passed unanimously on roll call vote.

AM 2019-257 Approving a Resolution for the South Rollie Avenue Industrial Site Plan

Mayor Stieber opened the public hearing at 7:19 p.m. and asked for a description of the project.

The Planning Director, Todd Hodges stated that an application has been submitted for site plan known as the South Rollie Avenue Industrial Site Plan by Robert & Ralph Villano, owners, and Wheat Ridge Group LLC, developer. The site is located approximately 0.10 miles north of County Road 8 and east and adjacent to South Rollie Avenue on Lot 2 of the Villano Minor Subdivision. There is not a specific user for the site at this time. The Property is located within the I-2 Heavy Industrial Zone District governed by Section 16-43 of the Code. The proposed use complies with this zoning designation.

Joe Wheeler, who is a partner on the project, stated that he appreciates the opportunity to present the project. He is excited in being a part of the community and explained why Fort Lupton is a great location between major cities and highways. He provided the Council with an overview of

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
December 16, 2019

the project. The Site Plan includes a 30,000 square foot building for trucking or oil field services support and will consist of a small office/administrative area, as well as vehicle service shop and parts storage areas.

Mayor Stieber asked if anyone from the public wished to speak for or against the project, hearing none, Mayor Stieber closed the public hearing at 7:23 p.m.

It was moved by Chris Ceretto and seconded by Michael Sanchez to approve Resolution 2019R089 A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE SOUTH ROLLIE AVENUE INDUSTRIAL SITE PLAN FOR A PROPERTY KNOWN AS LOT 2 OF THE VILLANO MINOR SUBDIVISION. Motion passed unanimously on roll call vote.

AM 2019-258 Approving a Resolution Accepting the Cottonwood Greens PUD Development Plan and Preliminary PUD Plat

The applicant, Arbor Capital Partners, LLC, has applied for approval of a PUD Development Cottonwood Greens at Lupton Village PUD Development Plan and Preliminary PUD Plat for the consideration. A public hearing for this application was held on December 3, 2019, and Planning Commission recommended approval to City Council of the Plan and Preliminary Plat.

The site that is the subject of the Plan and Preliminary Plat is located north and adjacent to 9th Street and west and adjacent to County Road 31. The proposed Plan and Preliminary Plat are for a residential subdivision for 286 single family detached residences with an additional parcel that is anticipated to develop as single-family attached residential units. The subdivision is 121.04 acres, more or less, and the proposed development will include infrastructure, landscaping and a trail. The planned density for the subdivision is 2.3 dwelling units per acre. Pursuant to the Municipal Code, prior to a preliminary PUD plat for a proposed subdivision, a sketch plat must be approved by City Council. The City Council approved the Cottonwood Greens Sketch PUD Plat on April 1, 2019.

Kristin Turner, partner with TB Group indicated that the project is proposing stick built, single-family dwellings with lots ranging from in area from 5,500 to 10,000 depending on the location of the plot in the subdivision. Ms. Turner presented the overall project including the current location of the Fulton Ditch, a new Fort Lupton Trail, and the Fulton Ditch Trail. The project will consist of detached sidewalks and walks throughout the area. The green space will wrap the entire site to maintain a buffer. Parks. The project is expected to be phased in five parts.

Chris Ceretto indicated that a burn tower is located on the fire department parcel and when the fire fighters are doing routine exercises, there may be smoke coming from the site, which may lead to complaints.

Mayor Stieber asked if anyone from the public wished to speak for or against the project, hearing none, Mayor Stieber closed the public hearing at 7:33 p.m.

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
December 16, 2019

It was moved by Michael Sanchez and seconded by Chris Ceretto to approve Resolution 2019R090A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE COTTONWOOD GREENS PUD DEVELOPMENT PLAN AND PRELIMINARY PUD PLAT. Motion passed with Shannon Rhoda voting 'no' to the motion.

ACTION MEMORANDUM

AM 2019-248 Approving a Resolution Appointing Chris Ceretto as the City Treasurer for the City of Fort Lupton

Colorado Revised Statutes Section 31-4-103 authorizes statutory cities to appoint a City Treasurer. Section 2-51 of the Fort Lupton Municipal Code provides for the appointment of the City Treasurer by the City Council. The City Treasurer shall have the powers and duties as set forth in section 4-11 of the Code.

It was moved by Michael Sanchez and seconded by Shannon Rhoda to approve Resolution 2019R091 A RESOLUTION APPOINTING CHRIS CERETTO AS CITY TREASURER FOR THE CITY OF FORT LUPTON. Motion passed with Chris Cross abstaining from the motion.

AM 2019-250 Approving a Contract with Claud Hanes to Provide Municipal Services Through the 2020 Year to the City

Claud Hanes has agreed to supply municipal services to the current City Staff through the 2020 year. Mr. Hanes has extensive knowledge of the City of Fort Lupton procedures and insight on budgeted capital projects that will be useful to continue their advancement. His extensive water knowledge will also be available as certain water projects are in motion including but not limited to Windy Gap Firming, NISP, and Pipeline improvements. Mr. Hanes will be acting as a guide through the process of any project assigned his direction. The rate for Mr. Hanes is \$100 per hour. Council determined that any projects requiring assistance from Mr. Hanes be brought before Council.

It was moved by Chris Ceretto and seconded by Michael Sanchez to approve the contract with Claud Hanes to provide Municipal Services through the 2020 year to the City. Motion passed unanimously on roll call vote.

AM 2019-251 A Resolution Approving Increases to Green Fees and Cart Fees at Coyote Creek Golf Course

The current rates at the golf course are very affordable, however have fallen behind competitors. The increase is needed to offset several expenses and meet 2020 revenue numbers established in the budget.

The attached fee schedule and comparison sheet breaks down the current rates and the proposed new rates for both the offseason and high season. It also compares the new rates to those of our metro area competitors. Most rates will only see a \$1 increase while the senior 9-hole green fee

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
December 16, 2019

will see a \$2 increase. The 18-hole cart fee will increase by \$2, while the 9-hole cart fee will see a \$1 increase. The cart fee increase is needed to offset the price of the new fleet leased at the end of 2019. These changes not only will assist in raising revenue for the course but will also better align with each other, which will help with the check-in process in the Pro Shop. The punch cards sold will also see some changes. The current 20 play pass offers twenty 9-hole rounds for \$275, will increase to \$320, which will match our league rate as the lowest rate at \$16 per round. All rate increases keep Coyote Creek below almost all metro area courses including Greeley.

It was moved by Tommy Holton and seconded by Shannon Rhoda to approve Resolution 2019R092 A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING FEE INCREASES TO GREEN FEES AND CART FEES AT COYOTE CREEK GOLF COURSE EFFECTIVE JANUARY 1, 2020. Motion passed unanimously on roll call vote.

AM 2019-252 Approving the Phase I Agreement with Payment to the Northern Integrated Supply Project (NISP) Water Activity Enterprise of \$1,025,000 Funded out of the Water Sales Tax Fund

The proposed agreement with the NCWCD through the NISP Enterprise is to confirm allotment contracts and provide for the acquisition of assets. This agreement requests \$20,000,000 from participants. Fort Lupton's financial obligation for 2,050 units is \$1,025,000

It was moved by Shannon Rhoda and seconded by Chris Ceretto to approve the Phase I Agreement with Payment to the Northern Integrated Supply Project (NISP) Water Activity Enterprise of \$1,025,000 funded out of the Water Sales Tax Fund. Motion passed unanimously on roll call vote.

AM 2019-259 Approving a Resolution Accepting an Annexation Petition for the Wade Annexation and Setting a Public Hearing Date for February 4, 2020

Jacqueline Wade, the applicant, has submitted an annexation petition to initiate annexation proceedings for the properties known as the Wade Annexation. This proposed annexation consists of 2.62 acres, more or less and includes an initial zoning request to the 'A' Agriculture Zone District. Approval of the resolution does not constitute approval of the annexation request. Approval of the resolution simply means that there is an interest in considering the annexation, with the final decision to be made by City Council at a public hearing on February 4, 2020.

It was moved Chris Ceretto and seconded by Michael Sanchez to approve Resolution 2019R093 A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON INITIATING ANNEXATION PROCEEDINGS FOR THE ANNEXATION KNOWN AS THE WADE ANNEXATION, AND SETTING THE PUBLIC HEARING FOR FEBRUARY 4, 2020. Motion passed unanimously on voice vote.

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
December 16, 2019

AM 2019-260 Approve Payment to Civil Resources for Preliminary Design Work of Lagoon Slurry Wall for an Amount not to Exceed \$26,663.75 Allocated from the Utility Fund

Staff is working with Burnco at the Inouye Pit site to coordinate mining of gravel at the WWTP lagoons. The attached draft agreement is being worked on that includes use of funds received from mined aggregates at the lagoon site to compensate for the cost of installing a slurry wall to provide augmentation water storage following mining operations. The intent is to replace the City's current storage lease at the Perry Pit with our own storage located adjacent to the WWTP.

Estimated gravel available to mine is 1.93 million tons.
Cost estimate of the slurry wall construction is \$1.03 million dollars.
Water storage is estimated to be 900 acre-feet.

It was moved by Michael Sanchez and seconded by Chris Ceretto to approve the payment to Civil Resources for preliminary design work of lagoon slurry wall for an amount not to exceed \$26,663.75 allocated from the Utility Fund. Motion passed unanimously on roll call vote.

AM 2019-261 Approving a Resolution Accepting the Public Improvements Agreement for South Rollie Avenue Industrial Site Plan (Lot 2 Villano Subdivision) with Wheat Ridge Group LLC

This development agreement was drafted for the South Rollie industrial Site Plan approved by City Council on December 16, 2019 with Resolution No. 2019R089, which is located north of County Road 8, along the east side of South Rollie Avenue. Improvements are for the construction of Rollie Avenue road sections adjacent to the subdivision, sidewalk and water main improvements. Resolution 2019R089, condition of approval requires the applicant to enter into a Public Improvement Agreement.

It was moved by Chris Ceretto and seconded by Shannon Rhoda to approve Resolution 2019R094 A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE WHEAT RIDGE GROUP, LLC PUBLIC IMPROVEMENTS AGREEMENT OF THE SOUTH ROLLIE AVENUE INDUSTRIAL SITE PLAN (LOT 2 VILLANO SUBDIVISION). Motion passed unanimously no roll call vote.

AM 2019-262 Approving the Transfer of Land by Quit Claim Deed for the Fulfillment of a Sublease/Purchase Agreement Specified in Ordinance 627, Between the City of Fort Lupton and the South Platte Valley Historical Society, Declaring an Emergency, and Authorize the Mayor to Sign

Ordinance 627 contains the agreement for which the City of Fort Lupton approved a Sublease/Purchase Agreement with the South Platte Valley Historical Society for property located east of 14th Street and on Historic Park Way. The terms of the agreement were fulfilled by the Historical Society on October 2016. The agreement also directs conveyance through Quit Claim Deed.

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
December 16, 2019

It was moved by Shannon Rhoda and seconded by Michael Sanchez to adopt Ordinance 2019-1073 PURSUANT TO COLORADO REVISED STATUTES SECTION 31-15-713(1)(b) ALLOWING THE TRANSFER OF REAL PROPERTY OWNED BY THE CITY OF FORT LUPTON HELD UNDER A LEASE/OPTION TO PURCHASE WITH THE SOUTH PLATTE VALLEY HISTORICAL SOCIETY, AND DECLARING AN EMERGENCY. Motion passed unanimously on roll call vote.

AM 2019-263 Approve Change Order #1 to the Contract with PLM Asphalt & Concrete LLC, for Mustang Reconstruction Project for not to Exceed \$33,107.50 from Street Fund Projects Reallocation.

AM 2019-209 authorized an emergency contract of \$150,000 from the Street Sales Tax Fund. The contract was awarded construction contract to PLM Asphalt & Concrete, LLC for \$110,000.00 and executed on November 6, 2019.

This Change order is required as a Plan B to stabilize the soils. In the event the subgrade has not dried out, additional cement will be applied to the soils to create a cement stabilized soil.

It was moved by Michael Sanchez and seconded by Chris Ceretto to approve the Change Order #1 to the contract with PLM Asphalt & Concrete LLC, for Mustang Reconstruction Project for not to Exceed \$33,107.50 from the Street Fund Projects Reallocation. Motion passed unanimously on roll call vote.

STAFF REPORTS

The City Clerk, Mari Peña, stated that the next City Council meeting will be held on Tuesday, January 7, 2020 and there will be no Town Hall prior to the meeting.

MAYOR/COUNCIL REPORTS

The Mayor and Council wished everyone a prosperous New Year.

FUTURE CITY EVENTS

December 25, 2019	City Offices closed in observance of Christmas Holiday
January 1, 2020	City Offices closed in observance of New Year's Day
January 14, 2020	Town Hall Meeting, 6:30 p.m. at 130 S. McKinley Ave
January 28, 2020	Town Hall Meeting, 6:30 p.m. at 130 S. McKinley Ave.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
December 16, 2019**

ADJOURNMENT

Mayor Stieber moved to adjourn the meeting at 7:52 p.m.

Respectfully Submitted,

Maricela Peña, City Clerk

Approved by City Council

Zo Stieber, Mayor

DRAFT

ORDINANCE NO. 2019-1072

INTRODUCED BY: DAVID CRESPIN

ADOPT ORDINANCE 2019-1072 REZONING LAND LEGALLY DESCRIBED IN EXHIBIT A, AND KNOWN AS THE COURTYARDS AT LUPTON VILLAGE REZONING, TO THE PUD PLANNED UNIT DEVELOPMENT ZONE DISTRICT.

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 2nd day of December, 2019.

PUBLISHED in the Fort Lupton Press the 11th day of December 2019.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY this 7th day of January 2020.

PUBLISHED BY TITLE ONLY the 15th day of January 2020.

EFFECTIVE (after publication) the 14th day of February 2019.

CITY OF FORT LUPTON, COLORADO

Zo Stieber, Mayor

ATTEST:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

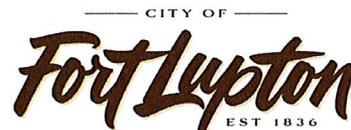
EXHIBIT A

PROPERTY DESCRIPTION

ALL OF LOT 2, FORT LUPTON COMMUNITY CENTER SUBDIVISION SECOND AMENDMENT, A SUBDIVISION OF LAND IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE CITY OF FORT LUPTON, WELD COUNTY, COLORADO, THE PLAT OF SAID SUBDIVISION RECORDED MARCH 6, 2018 AS RECEPTION NUMBER 4380390 IN THE WELD COUNTY, COLORADO CLERK AND RECORDER'S OFFICE, SAID LOT 2 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2 MONUMENTED BY A FOUND 2 INCH ALUMINUM CAP MARKED "PLS 37971", THENCE NORTH 00° 42' 20" WEST 498.07 FEET ON THE WEST LINE OF SAID LOT 2 TO THE NORTHWEST CORNER OF SAID LOT 2 MONUMENTED BY A FOUND ORANGE PLASTIC CAP MARKED "PLS 25937", AND ALL BEARINGS HEREIN BEING RELATIVE TO SAID WEST LINE; THENCE DEPARTING SAID WEST LINE NORTH 89° 37' 53" EAST 380.08 FEET ON THE NORTH LINE OF SAID LOT 2 TO THE NORTHEAST CORNER OF SAID LOT 2 MONUMENTED BY A FOUND RED PLASTIC CAP MARKED "PLS 37971"; THENCE DEPARTING SAID NORTH LINE SOUTH 00° 42' 20" EAST 498.11 FEET ON THE EAST LINE OF SAID LOT 2 TO THE SOUTHEAST CORNER OF SAID LOT 2 MONUMENTED BY A FOUND 2 INCH ALUMINUM CAP MARKED "PLS 37971"; THENCE DEPARTING SAID EAST LINE SOUTH 89° 38' 16" WEST 380.08 FEET ON THE SOUTH LINE OF SAID LOT 2 TO THE POINT OF BEGINNING, SAID LOT CONTAINING 189,308 SQUARE FEET OR 4.346 ACRES.

**CITY OF FORT LUPTON
CITY COUNCIL**



COME PAINT YOUR FUTURE WITH US

Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Mike Sanchez, Ward 3

Zo Stieber, Mayor

David Crespin, Ward 1
Tommy Holton, Ward 2
Vacant, Ward 3

AM 2020-001

APPROVING A RESOLUTION DESIGNATING THE CITY OF FORT LUPTON WEBPAGE WWW.FORTLUPTONCO.GOV AS THE PUBLIC PLACE FOR POSTING NOTICES OF PUBLIC CITY MEETINGS IN ACCORDANCE WITH COLORADO REVISED STATUTES OPEN MEETINGS LAW §24-6-402

I. Agenda Date: Council Meeting – January 7, 2020

II. Attachments: a. Proposed Resolution

III. Summary Statement:

Colorado Revised Statute 24-6-402 (2) (c) indicates the local governing body shall designate at the first regular meeting of the calendar year, the location of public notices which includes Council's agenda.

IV. Submitted by:



Maricela Peña, City Clerk

V. Finance Reviewed



Leann Perino
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:

Colorado Revised Statute Open Meeting Law 24-6-402 (2) (c) states that any meetings at which the adoption of any proposed policy, position, resolution, rule, regulation, or formal action occurs or at which a majority or quorum of the body is in attendance, or is expected to be in attendance, shall be held only after full and timely notice to the public. In addition to any other means of full and timely notice, a local public body shall be deemed to have given full and timely notice if the notice of the meeting is posted in a designated public place within the boundaries of the local public body no less than twenty-four hours prior to the holding of the meeting. The public place or places for posting such notice shall be designated annually at the local public body's first regular meeting of each calendar year. The post shall include specific agenda information where possible.

House Bill 19-1087 was introduced in 2019, allowing a local government to post the notices on the local government's website, that notices be accessible to the public at no charge and, that notices be searchable, if feasible, by type of meeting, date and time of meeting, and agenda contents. A local government that posts notices of public meetings on its website may continue to post the notices in a physical location, but is not required to do so.

CRS 24-72-402 (2)(c)(III) a local government that posts notices of public meetings on a public website shall designate a public place within the boundaries of the local public body at which it may post a notice no less than twenty-four hours prior to a meeting if it is unable to post a notice online in exigent or emergency circumstances such as a power outage or an interruption in internet service that prevents the public from accessing the notice online.

X. Legal/Political Considerations:

None.

XI. Alternatives/Options:

None.

XII. Financial Considerations:

N/A

XIII. Staff Recommendation:

Staff recommends postings be placed on the City of Fort Lupton web page www.fortluptonco.gov and in case of exigent or emergency circumstances such as a power outage or an interruption in internet service that prevents the public from accessing the notice online, the notice be posted at the Fort Lupton City Hall, 130 S. McKinley Avenue.

RESOLUTION NO. 2020Rxxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON DESIGNATING THE CITY OF FORT LUPTON WEBPAGE WWW.FORTLUPTONCO.GOV AS THE PUBLIC PLACE FOR POSTING NOTICES OF PUBLIC CITY MEETINGS IN ACCORDANCE WITH COLORADO REVISED STATUTES OPEN MEETINGS LAW 24-6-402

WHEREAS, Colorado Revised Statute Open Meeting Law 24-6-402(2)(c)(I) Any meetings at which the adoption of any proposed policy, position, resolution, rule, regulation, or formal action occurs or at which a majority or quorum of the body is in attendance, or is expected to be in attendance, shall be held only after full and timely notice to the public; and,

WHEREAS, in addition to any other means of full and timely notice, a local public body shall be deemed to have given full and timely notice if the notice of the meeting is posted in a designated public place within the boundaries of the local public body no less than twenty-four hours prior to the holding of the meeting.

WHEREAS, the law requires local governments to post notices of public meetings in physical locations; and

WHEREAS, the public place or places for posting such notice shall be designated annually at the local public body's first regular meeting of each calendar year; and

WHEREAS, House Bill 19-1087 was introduced in 2019, allowing a local government to post the notices on the local government's website, that notices be accessible to the public at no charge and, that notices be searchable, if feasible, by type of meeting, date and time of meeting, and agenda contents; and

WHEREAS, a local government that posts notices of public meetings on its website may continue to post the notices in a physical location, but is not required to do so; and

WHEREAS, CRS 24-72-402 (2)(c)(III) a local government that posts notices of public meetings on a public website shall designate a public place within the boundaries of the local public body at which it may post a notice no less than twenty-four hours prior to a meeting if it is unable to post a notice online in exigent or emergency circumstances such as a power outage or an interruption in internet service that prevents the public from accessing the notice online; and

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council, in accordance with the Open Meetings Law, notice of time and place designates for all regular and special meetings shall be the City of Fort Lupton web page www.fortluptonco.gov and in case of exigent or emergency circumstances such as a power outage or an interruption in internet service that prevents the public from accessing the notice online, the notice shall be posted at the Fort Lupton City Hall, 130 S. McKinley Avenue.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO THIS 7th DAY OF JANUARY 2020.

City of Fort Lupton, Colorado

Zo Stieber, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

**CITY OF FORT LUPTON
CITY COUNCIL**



Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Michael Sanchez, Ward 3

Zo Stieber, Mayor

David Crespín, Ward 1
Tommy Holton, Ward 2
Vacant, Ward 3

AM 2020-010

APPROVING A RESOLUTION RATIFYING THE MAYOR'S APPOINTMENT OF TERI KOPFMAN TO THE FORT LUPTON PUBLIC AND SCHOOL LIBRARY BOARD AS A TRUSTEE FOR A TERM TO EXPIRE DECEMBER 31, 2023

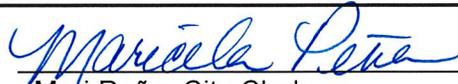
I. **Agenda Date:** Council Meeting – January 7, 2020

II. **Attachments:** a. Resolution 2020RXXX
b. Application.

III. **Summary Statement:**

Teri Kopfman has made application for the Fort Lupton Public and School Library Board. Per the Intergovernmental Agreement, three (3) trustees shall be appointed by the City Council.

IV. **Submitted by:**



Mari Peña, 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:

Teri Kopfman has submitted an application for the Mayor to consider appointment to the Fort Lupton Public and School Library Board. Per the Intergovernmental Agreement, executed November 18, 2013, between the City of Fort Lupton and the Weld County School District Re-8, three (3) trustees shall be appointed by the City Council and three (3) trustees shall be appointed by the School Board. Teri Kopfman's term expired on December 31, 2019 and is applying for a reappointment. Each board member's term shall not exceed four (4) years and no board member may serve more than two (2) consecutive terms. This will be Ms. Kopfman's second four year term.

X. Legal/Political Considerations:

N/A

XI. Alternatives/Options:

- 1. Appoint Teri Kopfman to the Fort Lupton Public and School Library Board.*
- 2. Do not appoint Teri Kopfman to the Fort Lupton Public and School Library Board.*

XII. Financial Considerations:

None.

XIII. Staff Recommendation:

Staff seeks recommendation.

RESOLUTION 2020R0xx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON RATIFYING THE MAYOR'S APPOINTMENT OF TERI KOPFMAN TO THE FORT LUPTON PUBLIC AND SCHOOL LIBRARY BOARD FOR A TERM TO EXPIRE DECEMBER 31, 2023

WHEREAS, Terri Kopfman has submitted an application for the Mayor to consider appointment to the Fort Lupton Public and School Library Board; and

WHEREAS, per the Intergovernmental Agreement executed November 18, 2013, three (3) trustees shall be appointed by the City Council; and

WHEREAS, each board member's term shall not exceed four (4) years and no board member may serve more than two (2) consecutive terms; and

WHEREAS, Teri Kopfman's term expired on to December 31, 2019 and she wishes to continue serving on the Board.

WHEREAS, this will be Teri Kopfman's second four-year consecutive term.

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby ratifies the Mayor's appointment of Teri Kopfman to the Fort Lupton Public and School Library Board for a term to expire December 31, 2023.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 7th DAY OF JANUARY 2020.

City of Fort Lupton, Colorado

Zo Stieber, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

Kopfman ✓

Fort Lupton Public and School Library

Board Member Application



Date Nov 22, 2019

Name TERI A. Kopfman
First Middle Last

Home Address [Redacted] Ft. Lupton, Co 80621
Street City Zip

Business Address _____
Street City Zip

Home Phone [Redacted] Cell Phone [Redacted]

Email [Redacted]

Profession, Occupation/Employer, Titles RETIRED EDUCATOR, TRACK 3
FIELD COACH

(If more than one, please list all and indicate which is primary.)

Civic/Professional Affiliations, Offices, Activities

PRESIDENT FOR FLORADO CLOB, CHAIR
FUMC TRUSTEES, TRACK COACH FLHS,
DESIGN COMMITTEE FT LUPTON PUBLIC SCHOOL LIBRARY

(Please indicate if you hold or have held an elected or appointed public office and when. Include appointments to any councils or commissions.)

Education: 12 years of less _____ 12-16 years _____ Over 16 years

Trade of Technological Training _____

Highest Degree MBA 1989 UNIV. OF DENVER
Degree Year Institution

State the qualities you feel you could bring to the Library Board My experience running a
MULTI MEDIA ART DEPT. WITH UP TO 11 PREP. SUBJECTS (INTRODUCTORY TO ADVANCE
PLACEMENT COURSES) BECAUSE I BELIEVE IT IS IMPORTANT TO MAINTAIN BROAD
& BALANCED PUBLIC PROGRAMING. I ALSO HAVE RESORT PROPERTY MANAGEMENT
EXPERIENCE WHERE I MAINTAINED 51 STANDARD & 15 LUXURY CONDOMINIUMS,
PREPARED CONDO ASSOCIATION (TRUSTEES) BUDGET & IMPLEMENTATION, LEAD
BOARD MEETINGS, ORGANIZED CONDO RESTORATION, & FULFILLED
STAFF SCHEDULING (HOUSE KEEPING & MAINTENANCE) FOR DAILY OPERATIONS,

Please list two references below:

1) CAROL RUCKEL [REDACTED]
Name Phone Number

2) MARY ELLEN LEBLANC [REDACTED]
Name Phone Number

Questionnaire

As a library board member, I would like to be able to:

Attend regular meetings on the 3rd Thursday of each month from 6:30–7:30 p.m.

I would serve on selected standing committees and on special project committees such as:

Trust Committee

Budget Committee

Policy Committee

Art and Quilt Show on Trapper's Day

Long Range Planning Committee

Attend Colorado Library Trustee Association meetings

Use the space below for additional comments, length of residency in Weld County, particular activities or background relevant to appointment, etc.

I HAVE LIVED IN FFLUPTON SINCE 1993 & HAVE RAISED MY 2 CHILDREN HERE AS THEY PARTICIPATED IN ALL LIBRARY & PUBLIC SCHOOL ACTIVITIES. AS A FAMILY WE HAVE BEEN ACTIVE IN 4-H, FIRST UNITED METHODIST CHURCH & RUNNING OUR FAMILY BUSINESS NORTH OF PLATTEVILLE. I BELIEVE IT IS IMPORTANT TO CONTINUALLY INTRODUCE ALL CITIZENS TO CONTINUED EDUCATIONAL, CULTURAL & CIVIC EXPERIENCES IN ORDER TO DEVELOP AN INCLUSIVE SOCIETY.
A criminal background check will be run on every applicant and the results of that background check may impact a candidate's eligibility to serve on the board.

Signature Ter A. Keysman Date Nov. 22, 2019



FORT LUPTON
PUBLIC & SCHOOL LIBRARY

425 S. Denver Ave
Fort Lupton, CO 80621
303- 857-7180
fortluptonlibrary.org

Dear City Council Members,

The Fort Lupton Public & School Library board is writing this letter in support of Teri Kopfman's re-appointment as a city appointed library trustee. Teri has been a vital member of the library board for three years. Teri currently serves as the board's Secretary. She actively participates in meeting discussions and rarely has missed a meeting.

During her tenure she has been on the Capital Budget Committee and the New Building Design Committee. Her art background has been extremely helpful in the design process. She brings new perspectives and insight into making the new facility a welcoming and comfortable space for the public. It would be difficult to lose her expertise midway through the design process.

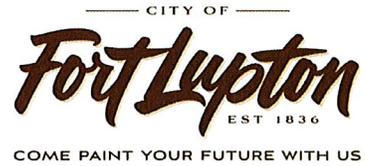
Thank you for your consideration of Teri's re-appointment to the library board.

Sincerely,

A handwritten signature in cursive script that reads "Gerri Holton". The signature is written in black ink and is positioned above the printed name and title.

Gerri Holton
Board President

CITY OF FORT LUPTON CITY COUNCIL



Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Mike Sanchez, Ward 3

Zo Stieber, Mayor

David Crespín, Ward 1
Tommy Holton, Ward 2
Vacant, Ward 3

AM 2020-011

APPROVING A RESOLUTION RATIFYING THE MAYOR'S APPOINTMENT OF THE ATTACHED LIST OF CANDIDATES (EXHIBIT "A") TO THE CORRESPONDING ADVISORY COMMITTEES FOR A TERM BEGINNING JANUARY 7, 2020 AND ENDING DECEMBER 31, 2021

- I. **Agenda Date:** Council Meeting – January 7, 2020

- II. **Attachments:**
 - a. Resolution 2020Rxx
 - b. Advisory/Governing Committee Applications

- III. **Summary Statement:**

Terms of all members of all advisory/governing committees shall commence on January following every regular municipal election and continue until December 31 following the next regular municipal election. The newly elected Mayor shall appoint members to all advisory committees to be ratified by the City Council and members so appointed shall serve at the pleasure of the Mayor. As a result, letters with re-appointment applications (attached) were sent to current committee members advising them that their terms will expire December 31, 2021. It was requested that they submit a new application as to their desire regarding continued membership. In addition, a number of other individuals have also submitted applications for consideration.

All voting members of advisory committees shall live within one of the following zones: school district, fire district, or Fort Lupton zip code.

IV. **Submitted by:**


Maricela Peña, City Clerk

V. **Reviewed by:**


Finance Director

VI. **Approved for Presentation:**

City Administrator

VII. **Attorney Review**

_____ Approved

_____ Pending Approval

VII. **Certification of Council Approval:**

City Clerk

Date

VIII. Detail of Issue/Request:

As indicated, letters and applications were sent to all existing advisory committee members during the month of November. In addition, vacancies for committee appointments have been solicited at City Council meetings, workshops, Channel 16, the City web page, public postings, in the Mayor's monthly newsletter, and the media.

Exhibit "A" represents a list of the active general advisory committees with the proposed member list. Current policy establishes that, "Newly elected Mayors shall appoint members to all advisory/governing committees to be ratified by the City Council and members so appointed shall serve at the pleasure of the Mayor."

It is anticipated that another round of appointments may need to occur in the future.

IX. Legal/Political Considerations:

None noted.

X. Alternatives/Options:

Continue to solicit for applications through announcements including the City's social media accounts for vacancies that remain unfilled.

XI. Financial Considerations:

None noted.

XII. Staff Recommendation:

Approve the proposed resolution

RESOLUTION 2020RXXX

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON RATIFYING THE MAYOR'S APPOINTMENT OF THE ATTACHED LIST OF CANDIDATES (EXHIBIT "A") TO THE CORRESPONDING ADVISORY COMMITTEES FOR A TERM BEGINNING JANUARY 7, 2020 AND ENDING DECEMBER 31, 2021

WHEREAS, each candidate has submitted a request in the form of an application for the Mayor to consider appointment or reappointment to committee positions allowing them the opportunity to serve the City of Fort Lupton.

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby ratifies the Mayor's appointment of the attached list of candidates to the corresponding Advisory Committees for a term beginning January 7, 2020 and ending December 31, 2021.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 7th DAY OF JANUARY 2020.

City of Fort Lupton, Colorado

Zo Stieber, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

EXHIBIT "A"
Advisory Committee Appointments

CULTURE, PARKS & RECREATION		
<i>Name</i>	<i>Term</i>	<i>Position</i>
Bill Griffis	01/07/2020-12/31/2021	
Jennifer Gordon-Norby	01/07/2020-12/31/2021	
Monty Schuman		City Liaison
Brian Oswalt		City Liaison
GOLF COMMITTEE		
Roberto Cardenas	01/07/2020 - 12/31/2021	
Robert Mealy	01/07/2020 - 12/31/2021	
Dustin Weller	01/07/2020 - 12/31/2021	
Tyler Tarpley		City Liaison
SENIOR CITIZEN		
Marlene Stieber	01/07/2020 - 12/31/2021	
James Ripka	01/07/2020 - 12/31/2021	
Judy Ceretto	01/07/2020 - 12/31/2021	
Monty Schuman		City Liaison
FINANCE COMMITTEE		
Jim Sidebottom	01/07/2020 - 12/31/2021	
Leann Perino		City Liaison
PUBLIC SAFETY COMMITTEE		
Robert Mealy	01/07/2020 - 12/31/2021	
Ronald Walker	01/07/2020 - 12/31/2021	
Marilyn Walker	01/07/2020 - 12/31/2021	
John Fryar		City Liaison



Grieffis

CITY OF FORT LUPTON APPLICATION FOR CITIZEN ADVISORY BOARD/ COMMISSION APPOINTMENT

City Boards and Commissions play an important role in forming City policy. To be considered as a candidate, please complete this application and return it to the City Clerk's Office at 130 South McKinley Avenue, Fort Lupton, CO 80621; Phone: 720-466-6101. The City Clerk will submit your application to the Mayor for review. Thank you for your interest!

Date: 12-7-19

City of Fort Lupton Resident? Yes

No

Name: Bill Grieffis

Home Phone:



Address:

Cell Phone:

Work Phone:

None

Occupation: retired

e-mail:



Board or Commission you are applying for: (Please use a separate application if applying for more than one.)

CPA

1. Please list your work experience, community involvement, and other interests which apply to this Board or Commission; (Information may be continued on back of form or attached.)

former CPA member
- served on golf committee, cemetery, & public work

2. List any licenses, certificates of special training, or education which apply to this Board or Commission:

3. Briefly describe the reasons for your interest in serving on this City Board or Commission:

- continue to help review & help city grow.

4. Please list supporting documents if not continued on other side:

Signature of Applicant: by signing this application I agree that I have received a copy of the City Council Code of Ethics and Conduct.

Weller 



**CITY OF FORT LUPTON
APPLICATION FOR CITIZEN ADVISORY BOARD/
COMMISSION APPOINTMENT**

City Boards and Commissions play an important role in forming City policy. To be considered as a candidate, please complete this application and return it to the City Clerk's Office at 130 South McKinley Avenue, Fort Lupton, CO 80621; Phone: 720-466-6101. The City Clerk will submit your application to the Mayor for review. Thank you for your interest!

Date: 11/26/19 City of Fort Lupton Resident? Yes No

Name: Dustin Weller Home Phone: N/A
Address: [Redacted] Cell Phone: [Redacted]
Ft. Lupton, CO 80621 Work Phone: [Redacted]
Occupation: Electrician, D.F.O. e-mail: [Redacted]

Board or Commission you are applying for: (Please use a separate application if applying for more than one.)
Golf Committee

1. Please list your work experience, community involvement, and other interests which apply to this Board or Commission: (Information may be continued on back of form or attached.)

I am a leader at my company. I feel this will help me to serve on a committee I am also the current president of the golf committee and would like to continue in this role.

2. List any licenses, certificates of special training, or education which apply to this Board or Commission:

No special licenses, certificates, or training are applicable.

3. Briefly describe the reasons for your interest in serving on this City Board or Commission:

I live adjacent to the golf course. I have watched the committee and the city improve the course over the last several years. I wish to continue being a part of this.

4. Please list supporting documents if not continued on other side:

Signature of Applicant: by signing this application I agree that I have received a copy of the City Council Code of Ethics and Conduct.



Mealy 

RECEIVED
DEC 05 2019
BY:



**CITY OF FORT LUPTON
APPLICATION FOR CITIZEN ADVISORY BOARD/
COMMISSION APPOINTMENT**

City Boards and Commissions play an important role in forming City policy. To be considered as a candidate, please complete this application and return it to the City Clerk's Office at 130 South McKinley Avenue, Fort Lupton, CO 80621; Phone: 720-466-6101. The City Clerk will submit your application to the Mayor for review. Thank you for your interest!

Date: 12-5-19

City of Fort Lupton Resident? Yes

No

Name:

ROBERT MEALY

Home Phone:

Address:

[Redacted]

ell Phone:

[Redacted]

FORT LUPTON, CO. 80621

Work Phone:

Occupation:

RETIRED

e-mail:

[Redacted]

Board or Commission you are applying for: (Please use a separate application if applying for more than one.)

GOLF COMMITTEE

1. Please list your work experience, community involvement, and other interests which apply to this Board or Commission: (Information may be continued on back of form or attached.)

3 YRS. ON GOLF COMMITTEE

2. List any licenses, certificates of special training, or education which apply to this Board or Commission:

3. Briefly describe the reasons for your interest in serving on this City Board or Commission:

THE COURSE HAS BEEN STEADILY IMPROVING, AND I WOULD LIKE TO HELP THAT TREND TO CONTINUE.

4. Please list supporting documents if not continued on other side:

Signature of Applicant: by signing this application I agree that I have received a copy of the City Council Code of Ethics and Conduct.

Robert L. Mealy

Mari Peña

RECEIVED

DEC 17 2019

Cardenas



CITY OF FORT LUPTON APPLICATION FOR CITIZEN ADVISORY BOARD/ COMMISSION APPOINTMENT

City Boards and Commissions play an important role in forming City policy. To be considered as a candidate, please complete this application and return it to the City Clerk's Office at 130 South McKinley Avenue, Fort Lupton, CO 80621; Phone: 720-466-6101. The City Clerk will submit your application to the Mayor for review. Thank you for your interest!

Date: 12-17-2019

City of Fort Lupton Resident? Yes

Yes No

Name: Roberto M Cardenas

Home Phone: N/A

Address: [Redacted]

Cell Phone: [Redacted]

Fort Lupton, Co. 80621

Work Phone: [Redacted]

Occupation: Retired Corp.

e-mail: [Redacted]

Board or Commission you are applying for: (Please use a separate application if applying for more than one.)

Golf Comm.

1. Please list your work experience, community involvement, and other interests which apply to this Board or Commission: (Information may be continued on back of form or attached.)

Have been on Comm. for 4-6 yrs. am on comm now

2. List any licenses, certificates of special training, or education which apply to this Board or Commission:

N/A

3. Briefly describe the reasons for your interest in serving on this City Board or Commission:

to promote and better the golf course of Ft. Lupton to give releas

4. Please list supporting documents if not continued on other side:

Signature of Applicant: by signing this application I agree that I have received a copy of the City Council Code of Ethics and Conduct.

[Handwritten Signature]



Stieber *[Signature]*

CITY OF FORT LUPTON APPLICATION FOR CITIZEN ADVISORY BOARD/ COMMISSION APPOINTMENT

City Boards and Commissions play an important role in forming City policy. To be considered as a candidate, please complete this application and return it to the City Clerk's Office at 130 South McKinley Avenue, Fort Lupton, CO 80621; Phone: 720-466-6101. The City Clerk will submit your application to the Mayor for review. Thank you for your interest!

Date: 12-2-19

City of Fort Lupton Resident? Yes

No

Name:

MARLENE STIEBER

Home Phone:

[Redacted]

Address:

[Redacted]

Cell Phone:

N/A

FORT LUPTON

Work Phone:

N/A

Occupation:

retired

e-mail:

[Redacted]

Board or Commission you are applying for: (Please use a separate application if applying for more than one.)

SENIOR CITIZEN COMMITTEE

1. Please list your work experience, community involvement, and other interests which apply to this Board or Commission: (Information may be continued on back of form or attached.)

On this committee for over 20 years

At Housing Authority I was involved with 60 senior households involved

2. List any licenses, certificates of special training, or education which apply to this Board or Commission:

Presently on County Senior meal program committee

Over the years have taken classes on issues concerning elderly -

3. Briefly describe the reasons for your interest in serving on this City Board or Commission:

I have been involved in senior activities for years & would like to continue to help in all senior issues

4. Please list supporting documents if not continued on other side:

Signature of Applicant: by signing this application I agree that I have received a copy of the City Council Code of Ethics and Conduct.

Marlene Stieber



RECEIVED
NOV 27 2019

Ripka [Signature]

**CITY OF FORT LUPTON
APPLICATION FOR CITIZEN ADVISORY BOARD/
COMMISSION APPOINTMENT**

City Boards and Commissions play an important role in forming City policy. To be considered as a candidate, please complete this application and return it to the City Clerk's Office at 130 South McKinley Avenue, Fort Lupton, CO 80621; Phone: 720-466-6101. The City Clerk will submit your application to the Mayor for review. Thank you for your interest!

Date: 11/26/19 City of Fort Lupton Resident? Yes No

Name: JAMES R. RIPKA Home Phone: [Redacted]
Address: [Redacted] Cell Phone: [Redacted]
Fort Lupton CO, 80621 Work Phone: _____
Occupation: Retired e-mail: _____

Board or Commission you are applying for: (Please use a separate application if applying for more than one.)
Senior Advisory Board

1. Please list your work experience, community involvement, and other interests which apply to this Board or Commission: (Information may be continued on back of form or attached.)

Renew my commitment to the Senior Advisory community

2. List any licenses, certificates of special training, or education which apply to this Board or Commission:

3. Briefly describe the reasons for your interest in serving on this City Board or Commission:

4. Please list supporting documents if not continued on other side:

Signature of Applicant: by signing this application I agree that I have received a copy of the City Council Code of Ethics and Conduct.

James Ripka

Ceretto [Signature]



RECEIVED
NOV 20 2019
BY:

CITY OF FORT LUPTON
APPLICATION FOR CITIZEN ADVISORY BOARD/
COMMISSION APPOINTMENT

City Boards and Commissions play an important role in forming City policy. To be considered as a candidate, please complete this application and return it to the City Clerk's Office at 130 South McKinley Avenue, Fort Lupton, CO 80621; Phone: 720-466-6101. The City Clerk will submit your application to the Mayor for review. Thank you for your interest!

Date: 11-18-19 City of Fort Lupton Resident? Yes No

Name: Judy Ceretto Home Phone: [Redacted]
Address: [Redacted] ell Phone: _____
Fort Lupton, CO - 80621 Work Phone: N/A
Occupation: Retired e-mail: [Redacted]

Board or Commission you are applying for: (Please use a separate application if applying for more than one.)
Senior Advisory Committee

1. Please list your work experience, community involvement, and other interests which apply to this Board or Commission: (Information may be continued on back of form or attached.)

I have worked with seniors for 25+ years in many ways and have been the secretary for the Sr. Advisory Committee for many years.

2. List any licenses, certificates of special training, or education which apply to this Board or Commission:
N/A

3. Briefly describe the reasons for your interest in serving on this City Board or Commission:

I enjoy serving the seniors by helping keep them active & get out socially

4. Please list supporting documents if not continued on other side:

Signature of Applicant: by signing this application I agree that I have received a copy of the City Council Code of Ethics and Conduct.

Judy Ceretto

Sidebottom 

RECEIVED
DEC 05 2019



**CITY OF FORT LUPTON
APPLICATION FOR CITIZEN ADVISORY BOARD/
COMMISSION APPOINTMENT**

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Date: 12-5-19

City of Fort Lupton Resident? Yes

No

Name: Jim Sidebottom

Home Phone: 

Address: 

Cell Phone: 

Occupation: Retired

Work Phone: N/A
e-mail: 

Board or Commission you are applying for: (Please use a separate application if applying for more than one.)

Finance / Utility

1. Please list your work experience, community involvement, and other interests which apply to this Board or Commission: (Information may be continued on back of form or attached.)

Board member for at least 34 years. PAST city involvement in many area

2. List any licenses, certificates of special training, or education which apply to this Board or Commission:

MBA in Finance. Extensive experience in City/County budget formulation

3. Briefly describe the reasons for your interest in serving on this City Board or Commission:

Serve a need for the city. A chance to be involved

4. Please list supporting documents if not continued on other side:

Signature of Applicant: by signing this application I agree that I have received a copy of the City Council Code of Ethics and Conduct.

James E Sidebottom

Mealy *[Signature]*



**CITY OF FORT LUPTON
APPLICATION FOR CITIZEN ADVISORY BOARD/
COMMISSION APPOINTMENT**

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Date: 12-5-19

City of Fort Lupton Resident? Yes

No

Name:

ROBERT MEALY

Home Phone:

Address:

[Redacted]

Cell Phone:

[Redacted]

FORT LUPTON, CO. 80621

Work Phone:

[Redacted]

Occupation:

RETIRED

e-mail:

[Redacted]

Board or Commission you are applying for: (Please use a separate application if applying for more than one.)

PUBLIC SAFETY

1. Please list your work experience, community involvement, and other interests which apply to this Board or Commission: (Information may be continued on back of form or attached.)

2 YRS. EXPERIENCE ON COMMITTEE.

9 YRS. PRIVATE SECURITY (ARMED) LAS VEGAS CASINO

2. List any licenses, certificates of special training, or education which apply to this Board or Commission:

CONCEALED CARRY PERMIT

3. Briefly describe the reasons for your interest in serving on this City Board or Commission:

WANT TO SEE SHOOTING RANGE CREATED.

4. Please list supporting documents if not continued on other side:

Signature of Applicant: by signing this application I agree that I have received a copy of the City Council Code of Ethics and Conduct.

Robert L. Mealy

R. Walker



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DEC 05 2019
BY:

CITY OF FORT LUPTON
APPLICATION FOR CITIZEN ADVISORY BOARD/
COMMISSION APPOINTMENT

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Date: 12-5-19 City of Fort Lupton Resident? Yes No

Name: RONALD W. WALKER Home Phone: [REDACTED]
Address: [REDACTED] Cell Phone: [REDACTED]
Work Phone: _____
Occupation: RETIRED e-mail: _____

Board or Commission you are applying for: (Please use a separate application if applying for more than one.)
ADVISORY COMMITTEE OF SAFETY COMMUNITY TEAM

1. Please list your work experience, community involvement, and other interests which apply to this Board or Commission: (Information may be continued on back of form or attached.)
I HAVE ON THE SECURITY FOR 3 YEARS

2. List any licenses, certificates of special training, or education which apply to this Board or Commission:

3. Briefly describe the reasons for your interest in serving on this City Board or Commission:
I HAVE THE EXPERIENCE ON ARCHERY & SHOTGUN EXPERIENCE

4. Please list supporting documents if not continued on other side:

Signature of Applicant: by signing this application
I agree that I have received a copy of the City Council Code of Ethics and Conduct.
Ronald W. Walker

M. Walker 

RECEIVED
DEC 05 2019
BY:



**CITY OF FORT LUPTON
APPLICATION FOR CITIZEN ADVISORY BOARD/
COMMISSION APPOINTMENT**

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Date: 12-5-19 City of Fort Lupton Resident? Yes No

Name: MARILYN B. WALKER Home Phone: 
Address:  Cell Phone: 
Fort Lupton Co. 80621 Work Phone: _____
Occupation: Retired e-mail: _____

Board or Commission you are applying for: (Please use a separate application if applying for more than one.)
Advisory Committee of Safety Committee Team

1. Please list your work experience, community involvement, and other interests which apply to this Board or Commission: (Information may be continued on back of form or attached.)
HALE BEEN ON THIS COMMITTEE FOR THREE YR.

2. List any licenses, certificates of special training, or education which apply to this Board or Commission:

3. Briefly describe the reasons for your interest in serving on this City Board or Commission:
We Need a Shooting Complex in or close. We are traveling along way to a gun club to practice, our police need a place to practice, Experience in Shot Gun.

4. Please list supporting documents if not continued on other side:

Signature of Applicant: by signing this application I agree that I have received a copy of the City Council Code of Ethics and Conduct.
Marilyn B Walker

**CITY OF FORT LUPTON
CITY COUNCIL**



Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Michael Sanchez, Ward 3

Zo Stieber, Mayor

David Crespin, Ward 1
Tommy Holton, Ward 2
, Ward 3

AM 2020-006

APPROVE PETRO OPERATING COMPANY, LLC'S APPLICATION FOR OIL AND GAS PERMITS TO DRILL AND PRODUCE TWELVE (12) NEW OIL AND GAS WELLS (REFERRED TO AS THE LG EVERIST 2N66W30 WELLS) LOCATED WITHIN SECTION 30, TOWNSHIP 2 NORTH, RANGE 66 WEST, 6TH P.M., CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO.

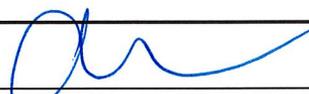
I. Agenda Date: Council Meeting – January 7, 2020

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

III. Summary Statement:

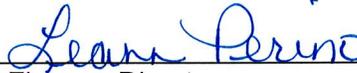
Petro Operating Company, LLC has submitted an application for oil and gas permits to drill and produce twelve (12) new oil and gas wells, referred to as the LG Everist 2N66W30 Wells.

IV. Submitted by:



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.

Petro Operating Company, LLC has submitted an application for oil and gas permits to drill and produce twelve (12) new oil and gas wells, referred to as the LG Everist 2N66W30 Wells, located in Section 30, Township 2 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: LG Everist 1, LG Everist 2, LG Everist 3, LG Everist 4, LG Everist 5, LG Everist 6, LG Everist 7, LG Everist 8, LG Everist 9, LG Everist 10, LG Everist 11, LG Everist 12.

For more details on this application, please see the application materials submitted by Petro Operating Company, LLC and attached to this memo. Additional application items are available for review at City Hall. City staff has deemed the application to be complete and finds that Petro Operating Company, LLC has complied with the requirements set forth by Chapter 9 of the Municipal Code related to Oil and Gas Exploration and Development.

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 at least ten (10) days in advance of the hearing, adjacent neighbors within 500 feet of the proposed development have been notified of the hearing via U.S. mail, postage pre-paid, and the hearing date was published in the Fort Lupton Press no later than fifteen (15) days prior to the public hearing date. Petro Operating Company, LLC 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 gas 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 Petro Operating Company, LLC's compliance with City regulations.

RESOLUTION NO. 2020Rxxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING PETRO OPERATING COMPANY, LLC'S APPLICATION FOR OIL AND GAS PERMITS TO DRILL AND PRODUCE TWELVE (12) NEW OIL AND GAS WELLS (REFERRED TO AS THE LG EVERIST 2N66W30 WELLS) LOCATED WITHIN SECTION 30, TOWNSHIP 2 NORTH, RANGE 66 WEST, 6TH P.M., CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO.

WHEREAS, Petro Operating Company, LLC has submitted an application for oil and gas permits to drill and produce twelve (12) new wells, referred to as the LG Everist 2N66W30 Wells and listed under Exhibit A to this Resolution, 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 twelve (12) new wells, referred to as the LG Everist 2N66W30 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 via certified mail, return-receipt requested, and the posting signs 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 twelve (12) wells, referred to as the LG Everist 2N66W30 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 LG Everist 2N66W30 Wells listed under Exhibit A, attached hereto, conditional upon the following:

- I. Prior to release of building permits:
 - A. The City of Fort Lupton Oil and Gas Permits shall run concurrently with the State approved Form 2 permits to drill. The applicant shall submit to the Planning Department evidence of the State approved Form 2 and Form 2a once received. Approval of the City of Fort Lupton Oil and Gas Permit shall become null and void if drilling operations on the permitted wells are not commenced within two (2) years after the date of State permit approvals.

If completions operations have not commenced within nine months (9) of completion of drilling operations, City staff and the applicant agree to meet 45

days prior to commencement of completions operations to assess whether the timing of such completions operations could have potential impacts concerning roadways and/or development or proposed development. Should City staff determine based on such assessment that additional mitigation is advisable to address the potential impacts, the applicant agrees to work with City staff in good faith to address such impacts in a timely manner.

- B. The wells referenced in Exhibit A of this Resolution shall be integrated into Petro Operating Company, LLC's remote monitoring system and monitored 24/7 from Petro's Automated Control System.
- C. Permits from the Colorado Oil and Gas Conservation Commission shall be provided prior to operations.
- D. Access permits and any oversize/overweight vehicle permits from the City's Public Works Department shall be obtained prior to the start of operations, and any potential impacts to existing City streets shall be addressed prior to operations.
- E. Written evidence shall be provided to show that the comments from the Public Works Director have been adequately addressed.

APPROVED AND PASSED BY MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 7th DAY OF JANUARY 2020.

City of Fort Lupton, Colorado

Zo Stieber, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

EXHIBIT A

NEW WELL PERMITS: LG EVERIST 2N66W30 WELLS

1. LG Everist 1
2. LG Everist 2
3. LG Everist 3
4. LG Everist 4
5. LG Everist 5
6. LG Everist 6
7. LG Everist 7
8. LG Everist 8
9. LG Everist 9
10. LG Everist 10
11. LG Eversit 11
12. LG Everist 12

LAND USE APPLICATION



Planning & Building

130 S. McKinley Avenue Phone: 303.857.6694
Fort Lupton, CO 80621 Fax: 303.857.0351
www.fortlupton.org

Project No. _____

Land Use Application Form

A. CONTACT INFORMATION

1) Property Owner Name: City of Aurora
Company: Petro Operating Company, LLC
Phone: (303) 475-5640 Email: rogeraparker@aol.com
Address: 9033 E. Easter Place, Suite 112, Centennial, Colorado 80112
Preferred method of contact? Email: [checked] Phone: [] Mail: []

2) Representative Name: Paul Gottlob
Company: New IPT Inc.
Phone: 720-420-5747 Email: paul.gottlob@iptenergyservices.com
Address: 1707 Cole Blvd., Suite 200, Golden, CO 80401
Preferred method of contact? Email: [checked] Phone: [] Mail: []

3) Billing Contact (where invoices should be directed to): Roger Parker
Billing Company: Petro Operating Company, LLC - c/o Toni Serra
Phone: 720-362-5995 Email: toni@garnow.com
Address: 9033 E. Easter Place, Suite 112, Centennial, Colorado 80112

B. SITE DESCRIPTION

Site Address: NWNW, Section 30, T 2N, 66W, City of Ft. Lupton, CO
Parcel Number: 130930000076 & 130930000070
Existing Zone Classification: Agriculture Proposed Zone Classification: NA
Water Type: NA Name: NA
Sewage Type: NA District Name or Location Hauled to: NA

C. APPLICATION TYPE (CHECK ALL THAT APPLY)

- Checkboxes for application types: Sketch Plat, Preliminary Plat, Final Plat, Minor Subdivision, Amended Plat, Site Plan, Administrative Site Plan, Special Use Permit, Oil & Gas Permit, Annexation & Initial Zone, Change of Zone, Comp Plan Amendment, PUD Plan (Preliminary & Final), Variance, Administrative Variance, Appeal, Other.

Project No. _____

D. PROJECT DESCRIPTION

Project Name: LG Everist 2N66W30

Please provide a short description of the proposed project in the space provided below:

Petro Operating Co., LLC (Petro), intends to horizontally drill twelve (12) oil and gas wells from one pad location. The site is located in the Fort Lupton Gravel Pit currently being mined by the LG Everist Company. The purpose of the wells is to produce hydrocarbons from underlying Codell and Niobrara formations known to have commercial potential from the production of such substances.

E. REQUIRED DOCUMENTS

For an application to be considered complete, and for planning staff to begin review and schedule any applicable public hearings, this Land Use Application Form must be fully completed and all required attachments included. Planning staff will review the application for completeness and will provide notice to the representative and/or owner whether the application has been deemed complete.

F. CERTIFICATIONS

Representative Certification

By signing this application, I attest that I am acting with the knowledge and consent of all owners of the property that is the subject of this application, and that I have been designated to act as the representative for the project described in this land use application. I further certify that all information submitted with this application is true and accurate to the best of my knowledge.

Representative: *Paul Gottlob* Date: 11/6/19

Owner Certification

I hereby certify that I am the legal owner of record of the property that is the subject of this application. I hereby authorize the representative listed on this application, if any, to communicate directly with City officials and to submit documentation and information regarding this application on my behalf.

Owner: *[Signature]* Date: 11-12-19

For Office Use Only

Received Date: _____

If the application is not complete, state reasons why it is incomplete:

Deemed Complete Date: _____

Fees Submitted: _____ Escrow Submitted: _____

APPLICATION PACKET

City of Fort Lupton

Oil & Gas Permit Application

Proposed Drilling & Production of Oil & Gas Wells

Pad Name: LG Everist 2N66W30

Township 2 North, Range 66 West, 6th P.M.

Section 30

Weld County, Colorado

Applicant:

Petro Operating Company, LLC

9033 E. Easter Place, Suite 112,

Centennial, Colorado 80112

***Petro  perating
Company, LLC***

October 3, 2019

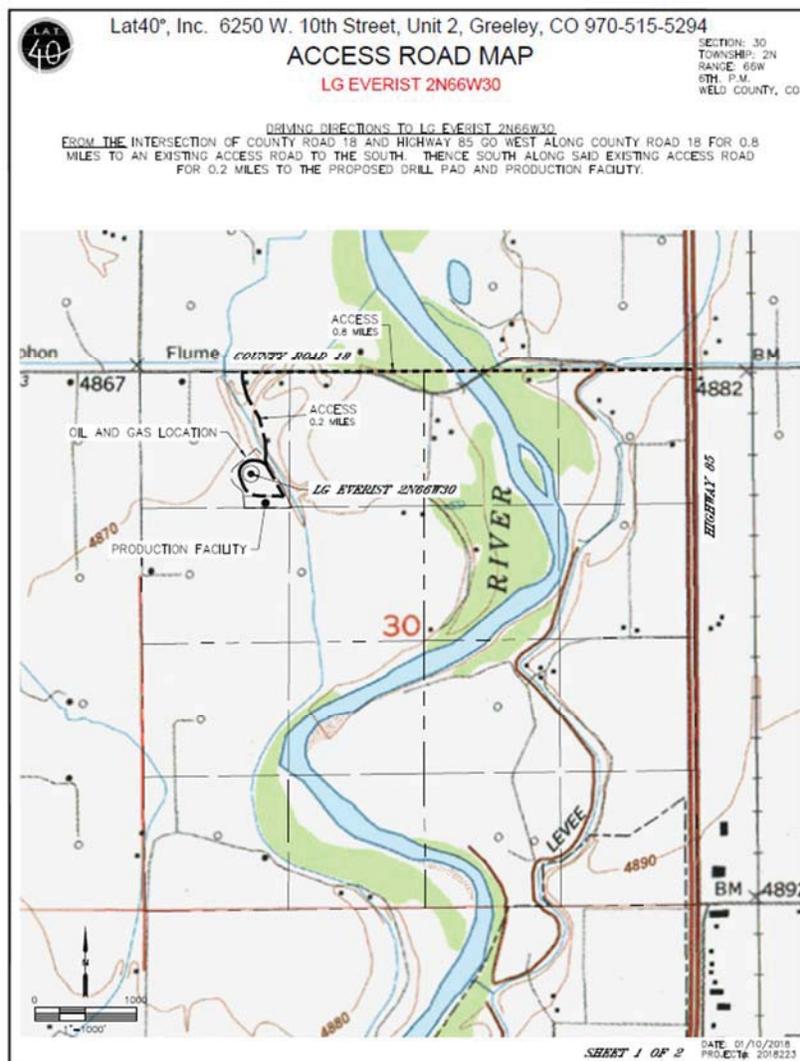
1. Narrative	3
1.1 Description of Intended Use	4
1.2 Site Improvements	4
1.3 Characteristics of Installation	4
1.4 Characteristics of Drilling and Completion Operations	4
1.5 Characteristics of Maintenance	4
1.6 Disposal Methods Statement	5
1.7 Site Specific Plan	5
2. Master Site Plan & Production Facility Layout	7
3. Evidence of Leasehold	10
3.1 Leasehold Description	10
3.2 Oil, Gas and Mineral Leases	10
4. Operator / Surface Owner Information and Adjacent Property Owners	11
4.1 Operator Identification	11
4.2 Mineral Owners (For Surface Location)	11
4.3 Surface Owners Names and Agreement	11
4.4 Adjacent Property Owners	15
5. Bond and Insurance Requirements	16
6. Operating Plan	18
6.1 Drilling Phase	18
6.2 Drainage and Erosion Control Plan	18
6.3 Water Sources for Drilling Activities	18
6.4 Completion and Flowback Phase	19
6.5 Production Phase	20
6.6 Weed Control	21
6.7 Plugging and Abandonment Phase	21
7. Graphic Representation of Equipment	22
7.1 Drilling Rig	22
7.2 Typical Wellheads	23
7.3 Typical Separators	23
7.4 Typical Maintenance (Oil) and Water Tanks	24
7.5 LACT Unit	25
7.6 Typical Flow Diagram	26
7.7 Noise and Light Mitigation Walls	27
7.8 Typical Finished Location	28
8. COGCC Permits	28
9. Emergency Response & Fire Protection Plan	29
9.1 Scope	29
9.2 Regulatory Requirements	30
9.3 Location of Project and Direction to Site	31
9.4 Emergency Response & Contact List	34
9.5 Spill/Release Response	36
9.6 Safety and Fire Prevention Guidelines	37
9.7 Hydrogen Sulfide	40
9.8 Material Safety Data Sheets (SDS)	40
9.9 Emergency Expenses and Damages	40

1. Narrative

1.1 DESCRIPTION OF INTENDED USE

Petro Operating Co., LLC (Petro), intends to horizontally drill twelve (12) oil and gas wells from one pad location. The site is located in the Fort Lupton Gravel Pit currently being mined by the LG Everist Company. The proposed pad will be named *LG Everist 2N66W30* and the wells will be known as the *LG Everist 1, LG Everist 2, LG Everist 3, LG Everist 4, LG Everist 5, LG Everist 6, LG Everist 7, LG Everist 8, LG Everist 9, LG Everist 10, LG Everist 11, LG Everist 12*. The purpose of the wells is to produce hydrocarbons from underlying Codell and Niobrara formations known to have commercial potential from the production of such substances. The proposed wells and production facility are located in Township 2 North, Range 66 West 6th P.M. Section 30.

Figure 1: Vicinity Map



LG Everist Pad
Section 30, T 2N, 66W
City of Ft. Lupton
Page 3 of 40

1.2 SITE IMPROVEMENTS

Petro shall construct one operations area of approximately 4 acres for the drilling and completions pad. The location will be reclaimed to approximately 2 acres for the production facility and well heads.

A Master Site Plan is included with this Application for further use and review (See –Master Site Plan 2.0).

After the wells have been drilled to their total depths and completed as wells capable of production, Petro 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. 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 or other forms of artificial lift may be installed should flowrates and pressures necessitate their use.

1.4 CHARACTERISTICS OF DRILLING AND COMPLETION OPERATIONS

Petro's management will utilize authorized employees and professional contractors to conduct the drilling and completion operations on site. The actual drilling phase is approximately 7 to 12 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. Petro anticipates mobilization and pad construction to begin in second quarter 2020 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 under the supervision of the Petro Operations Manager will inspect the wells on a regular basis and as required by any special circumstances. In addition, all wells and production facilities are remotely monitored 24/7 from Petro's Automated Control System.

1.6 DISPOSAL METHODS STATEMENT

- Drilling mud will be 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. PETRO 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 SITE SPECIFIC PLANS

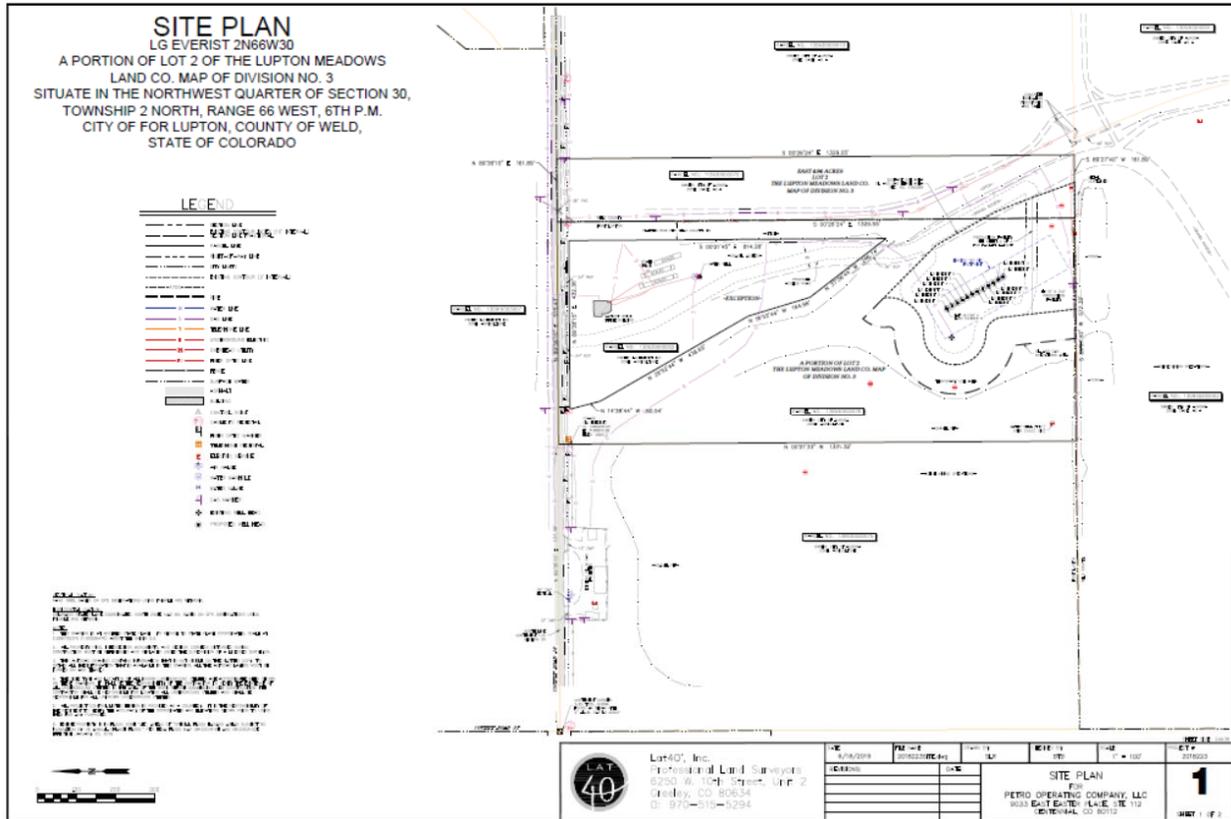
- Noise: Petro will meet all applicable noise requirements set forth by COGCC regulations during operations. Exhaust from all engines, motors and related equipment, shall be vented in a direction away from occupied buildings where practical. PETRO, on a case by case basis, installs sound walls and visual buffer during drilling and completion operations.
- Lighting: Petro 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: Petro 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: Petro will meet all applicable air and water quality requirements set forth by COGCC regulations during operations and will comply with all relevant Colorado Department of Public Health and Environment regulations including filing an Air Pollution Emissions Notice (A.P.E.N.), along with any other required data. If production volumes exceed required thresholds, Petro 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: Petro will meet all applicable odor requirements set forth by COGCC regulations during operations. Petro does not anticipate any noxious, prolonged or unusually high amounts of odor expected from the proposed operation.
- Visual Impacts: Petro 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 Petro representative will perform a site inspection to clear the location for environmental constraints (including wildlife and wetlands) prior to site construction activities. Petro 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. Petro personnel will monitor the well sites regularly. Authorized representatives and/or Petro personnel shall be on-site 24/7 during drilling and completion operations. All new

well sites are also manned 24/7 during the initial flowback and production phases. After this, all wells will be remotely monitored by Petro's production personnel and Operations Manager. A copy of an Emergency Response Plan is included with this application (See Emergency Response and Fire Protection Plan in Section 9.0).

- Access Road: Petro will utilize a lease access road from Weld County Road 18 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 accumulation and to 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 from the pad once the wells are completed and brought online.
- Required Permits - the following permits are required for this application:
 - Oil and Gas - Form 2 Drilling and 2A Surface Use Permits (COGCC)
 - Oil and Gas Development Permit (Fort Lupton)
 - Building Permit (Fort Lupton)
 - Rig Movement Permit (Fort Lupton)
 - Oversize/Overweight Vehicles Permit (Fort Lupton)

2.0 MASTER SITE PLAN & PRODUCTION FACILITY LAYOUT

Note: Due to formatting constraints of this application all maps will be provided electronically as an attachment to this application.



LG Everist Pad
 Section 30, T 2N, 66W
 City of Ft. Lupton
 Page 7 of 40

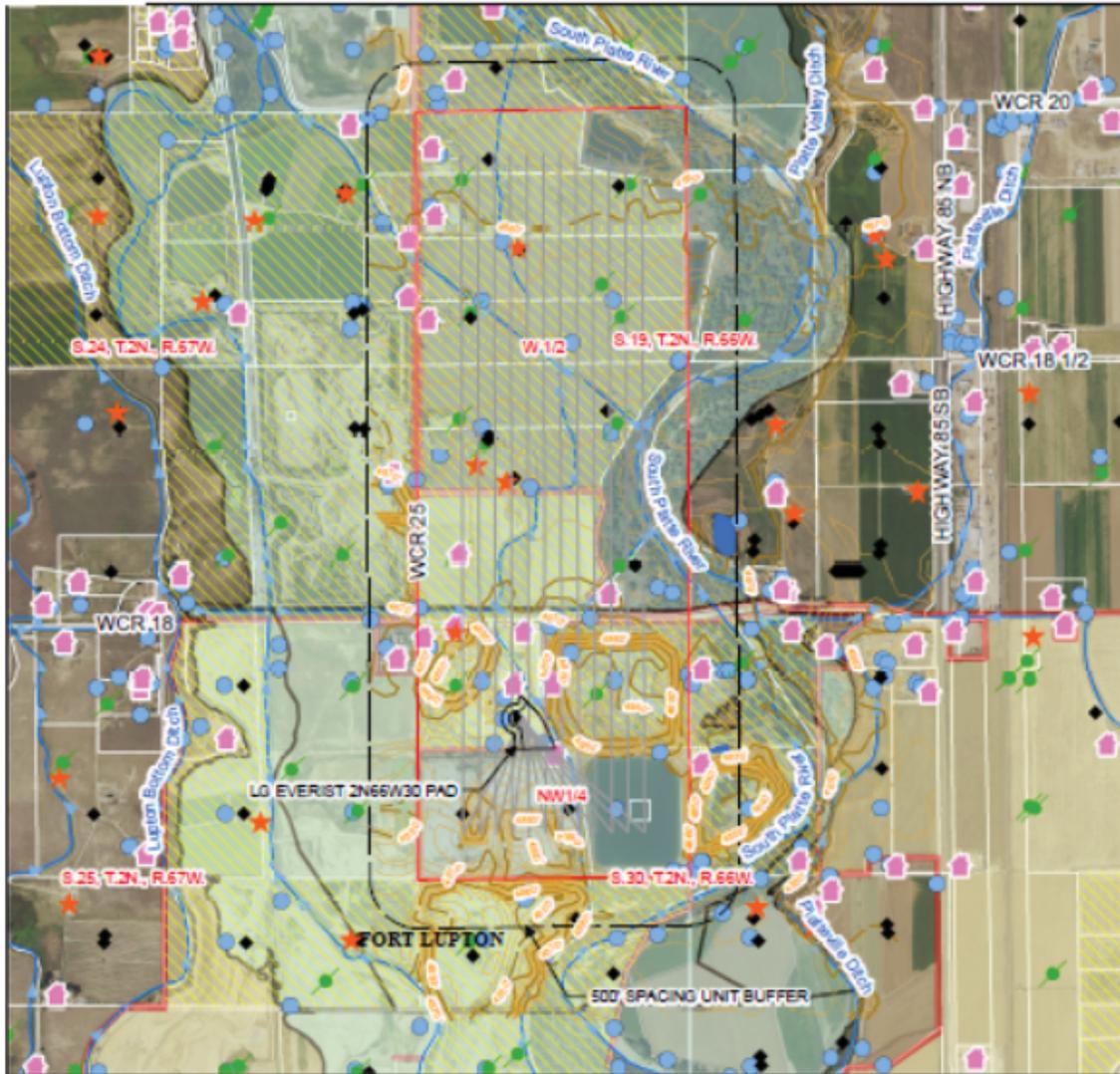


Lat40^o, Inc. 6250 W. 10th Street, Unit 2, Greeley, CO 970-515-5294

SECTION 19: W 1/2
SECTION 30: NW 1/4
TOWNSHIP: 2N
RANGE: 66W
5TH. P.M.
WELD COUNTY, CO

MASTER PLAN

LG EVERIST 2N66W30 PAD



Legend	
	PAD
	MINERAL INTEREST/LEASEHOLD
	500' BUFFER
	BORE LINE
	EXISTING FACILITY
	BUILDING UNIT
	PLUGGED & ABANDONED WELL
	EXISTING WELL
	WATER WELL
	WATER BODY
	CONTOUR MINOR
	CONTOUR MAJOR
	SUBDIVISION
	CANAL/RIVER
	STREAM
	FEMA FLOOD ZONE
	City/Units
	Parcels

FLOOD PLAIN NOTE:
AREA OF INTEREST IS LOCATED WITHIN THE FEMA FLOOD PLAIN. SEE FEMA FIRM 08123C1915E, DATED: 1/20/2016 AND 08123C2102E, DATED: 1/20/2016



THIS MAP IS A COMPILATION OF PUBLICLY AVAILABLE DATA. THE ACCURACY AND COMPLETENESS OF SAID DATA HAS NOT BEEN VERIFIED BY LAT40, INC. EXISTING CONDITIONS MAY DIFFER FROM WHAT IS SHOWN.
DATUM: NAD 1983 NAD8303 STATE PLANE COLORADO NORTH NPS 8301 FT US

Date: 8/15/2016
Project #: 2015223

LG Everist Pad
Section 30, T 2N, 66W
City of Ft. Lupton
Page 9 of 40

3.0 EVIDENCE OF LEASEHOLD (Confidentiality Requested on all of Section 3)

3.1 LEASEHOLD DESCRIPTION

S/2 of the SW/4 Section 19 T2N R66W Weld County Colorado

3.2 OIL, GAS & MINERAL LEASES

DJ Partners Leasehold
S1/2SW1/4 of Section 19, T2N-R66W
Weld County, Colorado

One hundred percent interest in and to the following oil and gas leases which comprise a 50% interest in the S1/2SW1/4 of Sec. 19 from the surface to the top of the "J" Sand formation being 41.91 net leasehold acres.

Lessor: North Denver Bank
Lessee: Buddy Baker
Date: August 4, 1970
Recording: 631/1553404
Description: Township 2 North, Range 66 West, 6th P.M.
Section 19: Lot 7, according to the map division No. 3 of the Lupton Meadows Land Company

Lessor: Lee T. Murata
Lessee: Martin J. Freedman
Date: May 1, 1970
Recording: 631/1548046
Description: Township 2 North, Range 66 West, 6th P.M.
Section 19: S/2SW/4

Lessor: 1415 Corporation
Lessee: Buddy Baker
Date: August 4, 1970
Recording: 631/1553403
Description: Township 2 North, Range 66 West, 6th P.M.
Section 19: Lot 8, according to the map division No. 3 of the Lupton Meadows Land Company

Note: Lots 7 and 8, according to the map division No. 3 of the Lupton Meadows Land Company comprises all of the S1/2SW1/4 of Section 19, T2N-R66W, Weld County, Colorado and contains 83.82 gross acres.

4. OPERATOR / SURFACE OWNER INFORMATION & ADJACENT PROPERTY OWNERS

4.1 OPERATOR IDENTIFICATION

Petro Operating Company, LLC
9033 E. Easter Place, Suite 112,
Centennial, Colorado 80112

4.2 MINERAL OWNERS (Numerous) (Confidentiality Requested)

Mineral Owner: DJ Homestead, LLC, a Delaware limited liability company, a Petro affiliate.

Lease Holder: Petro Operating Company/DJ Homestead LLC.

4.3 SURFACE OWNERS NAMES & AGREEMENT (Confidentiality Requested)

City of Aurora
15151 E Alameda Parkway, Suite 3600
Aurora CO, 80012

The original Surface Use Agreement between City of Aurora, LG Everist and TOP Operating, the previous well operator and lease holder, has been assigned to PETRO. A copy of the assignment follows.

ASSIGNMENT OF SURFACE USE AGREEMENT

THIS ASSIGNMENT OF SURFACE USE AGREEMENT is made and entered into as of this ___ day of March 2019 and is by and between TOP Operating Co., a Colorado corporation (referred to as "TOP") and Petro Operating Company, LLC, a Colorado limited liability company (referred to as "Petro Operating").

RECITALS

WHEREAS, TOP, as Operator of various existing oil and gas wells, entered into a Surface Use Agreement with L.G. Everist Inc. and the City of Aurora dated July 19, 2011 and recorded on July 19, 2011 at reception number 3782269 and a First Amendment to Surface Use Agreement with L.G. Everist Inc. and the City of Aurora dated July 7, 2015 and recorded on July 26, 2011 at reception number 4129145. The Surface Use Agreement and First Amendment of Surface Use Agreement give TOP, and its successors and assigns, the right to conduct oil and gas operations in connection with existing oil and gas wells and future oil and gas wells, install pipelines, use access routes, and install and maintain production facilities on the surface of certain lands located in Weld County, Colorado and described in said Surface Use Agreement and First Amendment (referred to as the "Lands");

WHEREAS, subject to the conditions described below, along with the related Oil and Gas Leases, TOP wishes to assign to Petro Operating the rights as Operator under the above Surface Use Agreement, as amended, as to future horizontal oil and gas wells on said lands and leases and Petro Operating agrees to assume all obligations under the Surface Use Agreement, as amended, related to such wells.

ASSIGNMENT AND AGREEMENT

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are acknowledged herein, the parties agree as follows:

- (1) The parties adopt and incorporate by reference herein the Recitals above.
- (2) TOP hereby assigns to Petro Operating TOP's rights as Operator in and under the above described Surface Use Agreement, as amended, as to future horizontal oil and gas wells, including the right to drill, complete, produce, conduct operations on, access, and install and maintain pipelines and production facilities as to such wells.
- (3) Petro Operating agrees to assume all obligations under the Surface Use Agreement, as amended, related to such future horizontal wells.
- (4) TOP expressly reserves and retains its rights and obligations as Operator under the Surface Use Agreement, as amended, in connection with the existing oil and gas wells, including the right to drill, complete, produce, conduct operations on (such as



plugging and abandoning), access, and install and maintain pipelines and production facilities as to such wells.

- (5) Concurrently with execution of the Assignment, TOP and Petro Operating are entering into an Acquisition and Development Agreement and TOP is executing an Assignment of Oil and Gas Leases to Petro Operating. Should Petro Operating fail for any reason to satisfy the requirement in the Acquisition and Development Agreement of drilling a horizontal test well by January 1, 2020, unless that date is mutually extended by the parties, Petro Operating shall immediately assign back to TOP all the rights under the Surface Use Agreement, as amended, that are assigned to Petro Operating herein.

Petro Operating Company

By: 

Roger A. Parker - Manager

Print Name and Title

TOP Operating Company

BY: 

Rodney K. Horvath, President

Print Name and Title



4.4 ADJACENT PROPERTY OWNERS

North

Owner: LG EVERIST INC

Account: R7463198 Parcel: 130919303007

Address: 8038 COUNTY ROAD 25 FORT LUPTON

Subdivision: LUPTON MEADOWS LAND CO DIV #3 BNONE L7

Section: 19 Township: 2N Range: 66W

East

Owner: AURORA CITY OF

Account: R0025787 Parcel: 130930000070

Address: 12236 COUNTY ROAD 18 WELD

Subdivision:

Section: 30 Township: 2N Range: 66W

South

Owner: AURORA CITY OF

Account: R6783789 Parcel: 130930200002

Address: 12546 COUNTY ROAD 18 WELD

Subdivision:

Section: 30 Township: 2N Range: 66W

West

Owner: AURORA CITY OF

Account: R7901798 Parcel: 130930000075

Address: 12100 COUNTY ROAD 18 FORT LUPTON

Subdivision: LUPTON MEADOWS LAND CO DIV #3 BNONE L1

Section: 30 Township: 2N Range: 66W

5. BOND & INSURANCE REQUIREMENTS

5.1 BOND INFORMATION

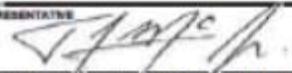
COGCC Operator's Bond

Bond Number: Surety ID: 2015-0075
PETRO OPERATING COMPANY LLC - #10583
9033 E EASTER PLACE SUITE 112
CENTENNIAL , CO 80112-2105 USA

SURETY DETAIL INFORMATION

Surety ID:	2015-0075
Status:	ACTIVE
Operator Number:	10583
Bond Amount:	\$60,000.00
Instrument:	CASH
Instrument Number:	252509538
Coverage:	BLANKET
Bond Type:	PLUGGING
Limitation:	99
Deposit Number:	2016-12
PDPA Number:	
Received Date:	8/18/2015
Approved Date:	8/19/2015
Maturity Expire Date:	
FA Provider Number:	10583
FA Provider Name:	PETRO OPERATING COMPANY LLC
Deposit Date:	8/24/2015
Release Request Date:	N/A
Release Date:	N/A

5.2 INSURANCE

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 1/27/2020 7/22/2019			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER Lockton Companies 8110 E. Union Avenue Suite 700 Denver CO 80237 (303) 414-6000			CONTACT INFO: PHONE: FAX: E-MAIL: E-MAIL: ADDRESS:				
INSURED 1424643 DJ Watersberg, LLC Petco Operating Company, LLC 9033 E. Easter Place, #112 Centennial, CO 80112			INSURERS AFFORDING COVERAGE				
			INSURER A: St. Paul Fire and Marine Insurance Company 24767 INSURER B: Travelers Property Casualty Insurance Co 36161 INSURER C: Arch Insurance Company 11150 INSURER D: Endurance American Specialty Insurance Co. 41718 INSURER E: Ironshore Specialty Insurance Co 25445				
COVERAGES CERTIFICATE NUMBER: 16207072 REVISION NUMBER: XXXXXXXX							
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
DATE	TYPE OF INSURANCE	ADDITIONAL INSURED	INSURED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	N	N	ZPP91M71072	1/27/2019	1/27/2020	EACH OCCURRENCE \$ 1,000,000 SOLENESS (CHANGED PROVISIONS) \$ 100,000 MED EXP (ANY ONE PERSON) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMBOP AGG \$ 2,000,000
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED <input type="checkbox"/> AUTOES ONLY <input checked="" type="checkbox"/> HIRE <input type="checkbox"/> AUTOES ONLY	N	N	ZPP91M71072	1/27/2019	1/27/2020	COMBINED SINGLE LIMIT (OR EXCESS) \$ 1,000,000 BODILY INJURY (PW PERSON) \$ XXXXXXXX BODILY INJURY (PW NONPERSON) \$ XXXXXXXX PROPERTY DAMAGE (PW PERSON) \$ XXXXXXXX PROPERTY DAMAGE (PW NONPERSON) \$ XXXXXXXX
A C D	<input checked="" type="checkbox"/> UMBRELLA LIMB <input checked="" type="checkbox"/> EXCESS LIMB <input type="checkbox"/> SOLE <input type="checkbox"/> DESIGNATIONS	N	N	ZPP91M71072 130P1019204-01 EXC 30000568001	1/27/2019 1/27/2019 1/27/2019	1/27/2020 1/27/2020 1/27/2020	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 SOLENESS \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROFESSIONAL FEES/INVESTIGATIVE OR PROFESSIONAL EXCLUDED? (Mandatory in NE) IF YES, SELECT STATE DESIGNATION OF OPERATIONS BELOW	Y/N	N/A	NOT APPLICABLE			PER STATUS STATE E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - SA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
B E	COV Pollution	N	N	31N08735 003724800	1/27/2019 7/9/2018	1/27/2020 1/27/2020	\$25,000,000 per Occurrence \$2,000,000 Aggregate
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							
CERTIFICATE HOLDER 16207072 Town of Fort Lupton 130 S McKinley Avenue Fort Lupton CO 80621				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: 			

ACORD 25 (2016/03)

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6. OPERATING PLAN

6.1 DRILLING PHASE

The drilling operations are expected to take three 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 heavy-mill plastic liner to help prevent spilled fluids from migrating into the subgrade. After the location has been prepared, a drilling rig moves 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 on a 12 well pad it will take 12 days to drill and cement the surface casing. Depending on the size/type of rig utilized to drill the surface interval, production hole drilling operations will either begin immediately with the same rig or a different rig will be moved onto location to drill the production interval. Drilling the production interval of the well will take 5 to 6 days per well, under normal circumstances. The actual drilling proceeds 24/7 at a constant rate below the surface casing unless mechanical problems are encountered. After reaching total depth, production casing is run in the hole and cemented. The production casing, constructed of heavy-wall 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.

6.2 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. PETRO will continue to monitor the site until all applicable regulatory requirements for revegetation have been met.

PETRO uses a closed loop or “pitless” system for drilling and fluid management and does not construct a reserve or slush pit. The drilling company personnel actively manage the area around the rig equipment to prevent and clean up spills. Any spills are pumped into containment and removed from the site to an approved disposal facility.

6.3 WATER SOURCES FOR DRILLING ACTIVITIES

Water for use in drilling operations will be purchased from a water supplier in the immediate area of the drill site. The purchased water will be approved for commercial and industrial use and will be subject to a mutually acceptable agreement between Petro and the water supplier. Each well will use about 20,000 gallons of water to drill, or 240,000 gallons to drill all 12 wells. This is less than 40 truckloads of water, spread out over approximately 80 days. Drilling water is normally hauled to the wellsite in tanker trucks.

6.4 COMPLETION AND FLOWBACK PHASE

After the drilling rig has moved off location, completions operations will begin. Completion operations include all operations performed after drilling the well and prior to putting the well on production, including well preparation, fracture stimulation, and preparing the well for production to sales. The completion process is a 24 hour/7 day operation and crews are rotated every 12 hours to allow continuous operations. Construction of the production facility can occur concurrent with the drilling and completion operations.

The well preparation phase of completions operations is performed to prepare for the fracture stimulation operation. The necessary wellhead equipment is installed to contain frac pressures and permit safe operations. Logging is performed to confirm the cement quality behind the well casing meets regulatory standards. The production casing is pressure tested to confirm it can withstand the high pressures associated with a fracture stimulation. The casing is then perforated at the distal end of the wellbore to prepare the well for the initial fracture stimulation. A crew of 1 to 6 people is required to perform the above operations. The well preparation operations take approximately 3 to 4 days per well, or approximately two weeks as multiple wells can be prepped at one time.

A temporary freshwater supply pipeline will be installed to the site from an approved water source to provide water for the hydraulic fracturing operations. Each well could use approximately 12.5MM gallons of water, or 150MM gallons for the pad. All frac water will be delivered via pipeline and not trucked to the site.

The hydraulic fracture stimulation operation is then conducted to enable hydrocarbons to flow from the targeted geologic formation into the wellbore and up the production casing to the wellhead. Fracture stimulation consists of pumping a water, sand and chemical mixture into the wellbore at a high pressure and flow rate. The water/sand mixture exits the wellbore through perforations or holes made in the well casing. Each well is stimulated in stages, with temporary plugs set between stages, to allow the entire horizontal portion of the wellbore to be stimulated. There will be approximately 50 frac stages pumped per well. At the rate of ten stages per day it takes approximately 5 days to frac each well, or two months to frac all twelve wells on the pad. During stimulation, a crew of 35 to 45 people are required.

At the conclusion of the fracture stimulation operation, the well is prepared for long-term production. A coiled tubing unit is utilized to clean out the wellbore and mill the temporary plugs set during the stimulation phase. Production tubing is installed inside the production casing to provide a long-term flow path to the wellhead at surface. The post-fracture cleanup and drill-out phase lasts approximately two weeks employing a crew of 15 to 20 people.

After production tubing is installed the flowback phase begins. During this phase the water pumped during the hydraulic fracture stimulations is allowed to flow to surface under controlled conditions employing high pressure chokes and manifolds. The water goes through a sand separator to recover any frac sand in the fluid, then into temporary storage tanks prior to being trucked to an approved disposal facility. Once hydrocarbons appear, the flow stream is directed to separators. These units separate the oil, natural gas and water. Oil and natural gas are directed into pipelines and exit the facility. Water is stored in sealed tanks prior to being trucked off location to approved disposal sites. The flowback phase lasts approximately 10 days per well or three weeks per pad as multiple wells are flowed back at the same time. Flowback requires a crew of 5-10 people and continues 24/7 until the flow stream is cleaned up and all wells are going through the production facility.

6.5 PRODUCTION PHASE

Once hydrocarbons in the flow stream increase to commercial rates, the well stream is directed to the production facility which will already have been constructed. Flowback and production phases will overlap until all wells are going through the production facility and flowback separation equipment is released. In some cases wells may flow in series through both a flowback separator and a production separator.

The production facility on the LG Everist pad is expected to consist of six production separators, several heater treaters, a crude oil surge drum, vapor recovery units and emissions control combustors. Two water storage tanks and several oil storage tanks will be installed. The facility and pipeline designs are being finalized. Construction layouts drawings in this application will be updated when final versions are available. As-built construction diagrams will be supplied as well.

An automation system will be installed to measure, record and transmit pressure and rate data. This data is available via displays and readouts on-site, plus continuous transmission off-site via a cloud-based information processing system. Key data monitored are tank levels, process flowrates and temperatures, and sales pipeline conditions. Preset alarm levels trigger remote callout and automatic shut in if certain conditions are met.

Other equipment will be installed at the production facility by third-party midstream gathering and processing companies. This equipment will allow metering of oil and natural gas into their respective pipelines prior to being transported off site. Oil will enter the oil pipeline through a LACT (Lease Automatic Custody Transfer) unit that meters and samples the flow. Natural gas is run through a flowmeter to measure and sample the stream, prior to entering the gas sales pipeline. Both pipelines will be constructed prior to beginning the production phase.

All tanks and separation equipment will have metal secondary containment berms placed around them. Berms around the storage tanks will also have an impermeable liner installed to contain any spills without contaminating the subsurface. The berms and liners will be sized to contain the volume of the largest tank within the berm, plus adequate freeboard to handle a 25 year precipitation event. The berms will be inspected at regular intervals and maintained in good condition. No potential ignition sources are allowed inside the berms.

Production phase lease operation personnel will be onsite 24//7 for the first few months after the wells are placed on production. All equipment is monitored regularly to prevent leaks or upsets. After the first few months the site will no longer be manned 24/7 but continuous pressure and rate monitoring is conducted through the automation system. Alarms are sent automatically to production personnel if setpoints are exceeded. High tank levels or pipeline interruptions will trigger anj automatic shut in of all wells without any human involvement required. Production personnel will have the ability to shut in the site remotely.

After the wells are completed for production, all disturbed areas no longer needed will be restored and stabilized as soon as practicable. All segregated soil horizons shall be replaced to their original relative positions and shall be tilled adequately to re-establish a proper seedbed. The area will be treated to prevent invasion of undesirable species and noxious weeds, and to control erosion. This site has already been graded as part of the gravel mining operation and no revegetation is planned.

6.6 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.

6.7 PLUGGING AND ABANDONMENT PHASE

Plugging and abandonment involves the cementing of a well and removal of its associated production facilities, once the productive life is over. 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. 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 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. Reclamation of non-crop land will be considered complete when the standards addressed in the COGCC 1000 series rules have been met.
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.

7 GRAPHIC REPRESENTATION

7.1 TYPICAL DRILLING RIG



7.2 TYPICAL WELL HEAD



7.3 TYPICAL SEPARATOR & METER HOUSE



LG Everist Pad
Section 30, T 2N, 66W
City of Ft. Lupton
Page 23 of 40

7.4 TYPICAL OIL & WATER TANKS



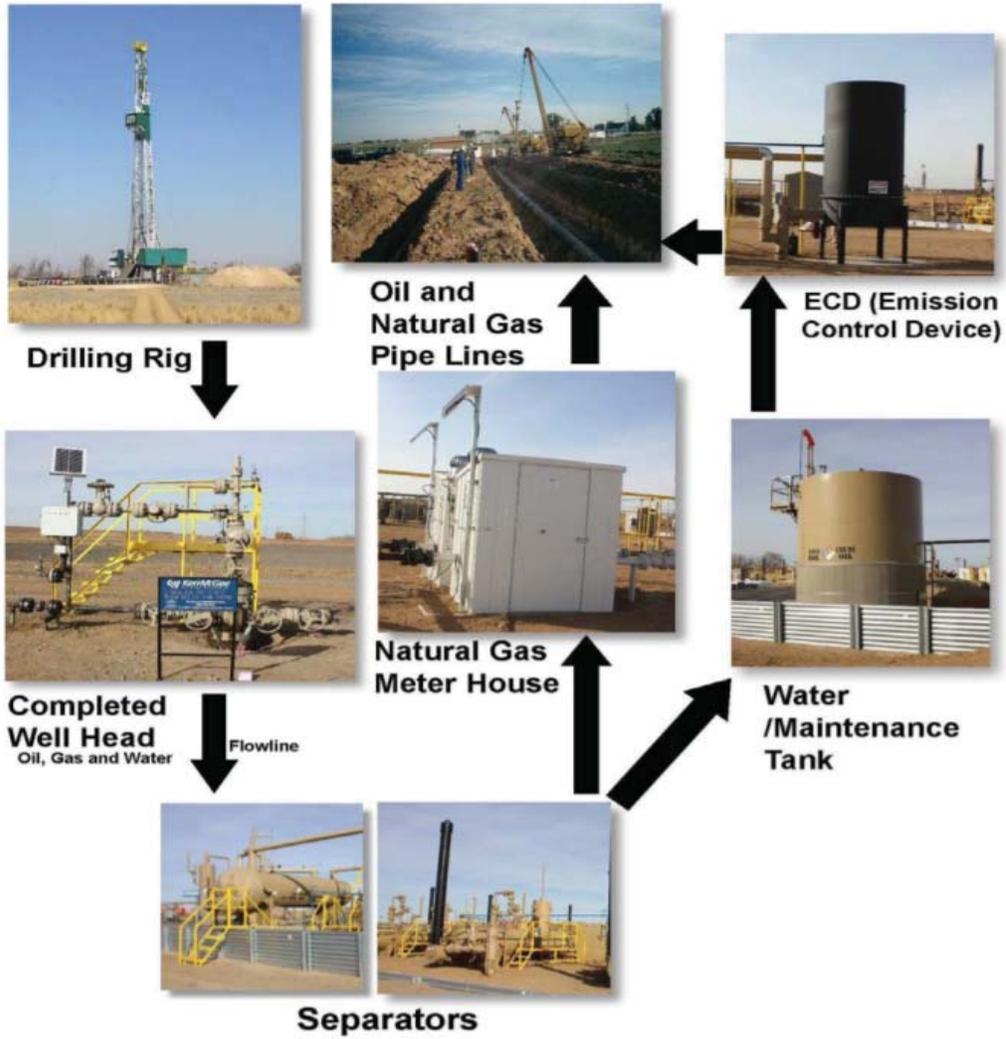
LG Everist Pad
Section 30, T 2N, 66W
City of Ft. Lupton
Page 24 of 40

7.5 LACT UNIT



LG Everist Pad
Section 30, T 2N, 66W
City of Ft. Lupton
Page 25 of 40

7.6 TYPICAL FLOW DIAGRAM



7.7 NOISE & LIGHT MITIGATION WALLS



7.8 TYPICAL FINISHED LOCATION



8.0 LIST OF REQUIRED PERMITS

8.1 COGCC

List of Form 2's & 2A

Doc ID	Num	Status	S	Date(S)	Opr Num	Company Name	County	Sec	Twp	Rng	W/L Name
401897899	02A	DRAFT		01/09/2019	10583	PETRO OPERATING COMPANY LLC	WELD	30	2N	66W	LG EVERIST 2N66W30
401899059	02	DRAFT		01/09/2019	10583	PETRO OPERATING COMPANY LLC	WELD	30	2N	66W	LG EVERIST 1
401899093	02	DRAFT		01/09/2019	10583	PETRO OPERATING COMPANY LLC	WELD	30	2N	66W	LG EVERIST 2
401899121	02	DRAFT		01/09/2019	10583	PETRO OPERATING COMPANY LLC	WELD	30	2N	66W	LG EVERIST 3
401899136	02	DRAFT		01/09/2019	10583	PETRO OPERATING COMPANY LLC	WELD	30	2N	66W	LG EVERIST 4
401899259	02	DRAFT		01/09/2019	10583	PETRO OPERATING COMPANY LLC	WELD	30	2N	66W	LG EVERIST 5
401899267	02	DRAFT		01/09/2019	10583	PETRO OPERATING COMPANY LLC	WELD	30	2N	66W	LG EVERIST 6
401899284	02	DRAFT		01/09/2019	10583	PETRO OPERATING COMPANY LLC	WELD	30	2N	66W	LG EVERIST 7
401899315	02	DRAFT		01/09/2019	10583	PETRO OPERATING COMPANY LLC	WELD	30	2N	66W	LG EVERIST 8
401899332	02	DRAFT		01/09/2019	10583	PETRO OPERATING COMPANY LLC	WELD	30	2N	66W	LG EVERIST 9
401899341	02	DRAFT		01/09/2019	10583	PETRO OPERATING COMPANY LLC	WELD	30	2N	66W	LG EVERIST 10
401899351	02	DRAFT		01/09/2019	10583	PETRO OPERATING COMPANY LLC	WELD	30	2N	66W	LG EVERIST 11
401899730	02	DRAFT		01/09/2019	10583	PETRO OPERATING COMPANY LLC	WELD	30	2N	66W	LG EVERIST 12

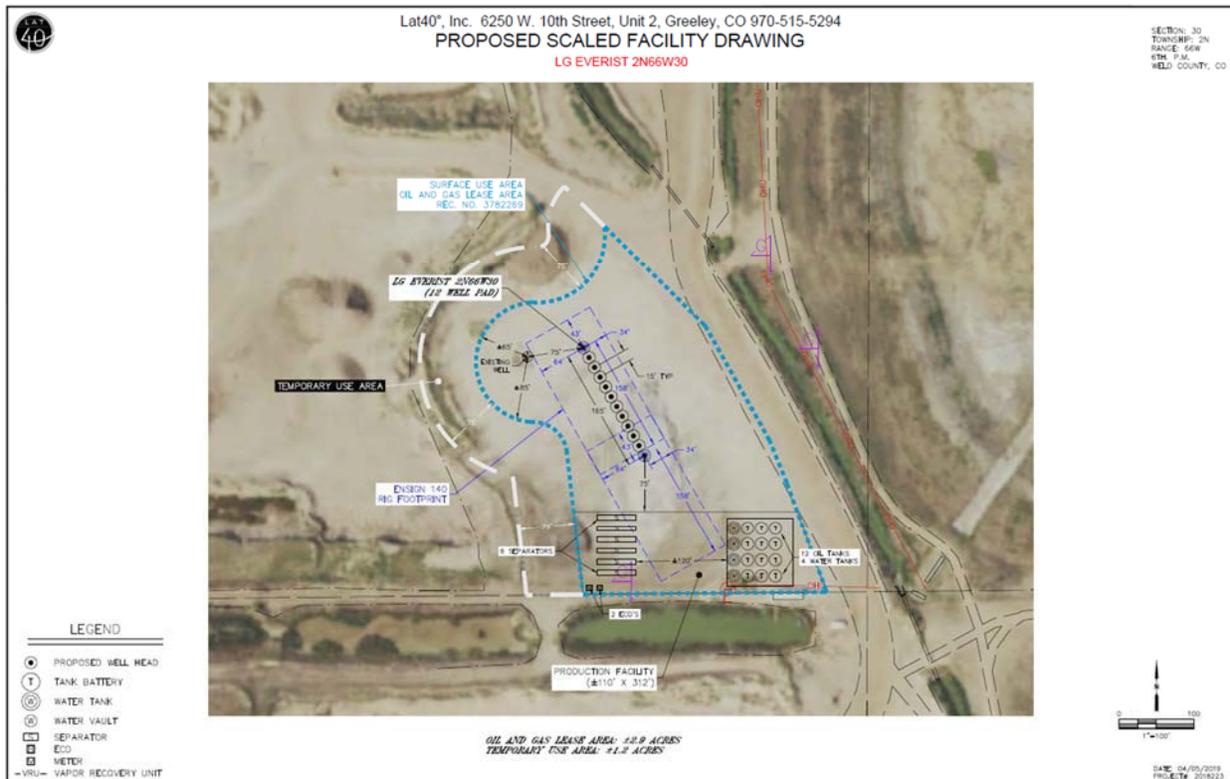
LG Everist Pad
 Section 30, T 2N, 66W
 City of Ft. Lupton
 Page 28 of 40

9. EMERGENCY RESPONSE PLAN AND FIRE PROTECTION PLAN (ERP)

9.1 SCOPE

Petro Operating Company (POC) plans to drill a total of twelve wells within the City of Ft. Lupton and the boundaries of the Ft. Lupton Fire Protection District. POC's Emergency Response and Fire Protection Plan (the Plan) addresses potential risks and emergency response issues associated with the drilling, completion, and production of these oil and gas wells. Please refer to Section 6 for a detailed plan of operations.

Figure 1: Planned Site Design



9.1.1 REGULATORY REQUIREMENTS

This Plan has been prepared in compliance with the land use regulations of the City of Ft. Lupton. Incorporated into the Plan are Best Management Practices (BMPs) and safety, health, fire prevention, and environmental regulations of the Colorado Oil and Gas Conservation Commission (COGCC).

This ERP has been developed specifically for the POC Operating LG Everist location. It will be updated on an annual basis in January of each year or as conditions change, including personnel changes, ownership change, or substantial changes in process equipment.

LG Everist Pad
Section 30, T 2N, 66W
City of Ft. Lupton
Page 29 of 40

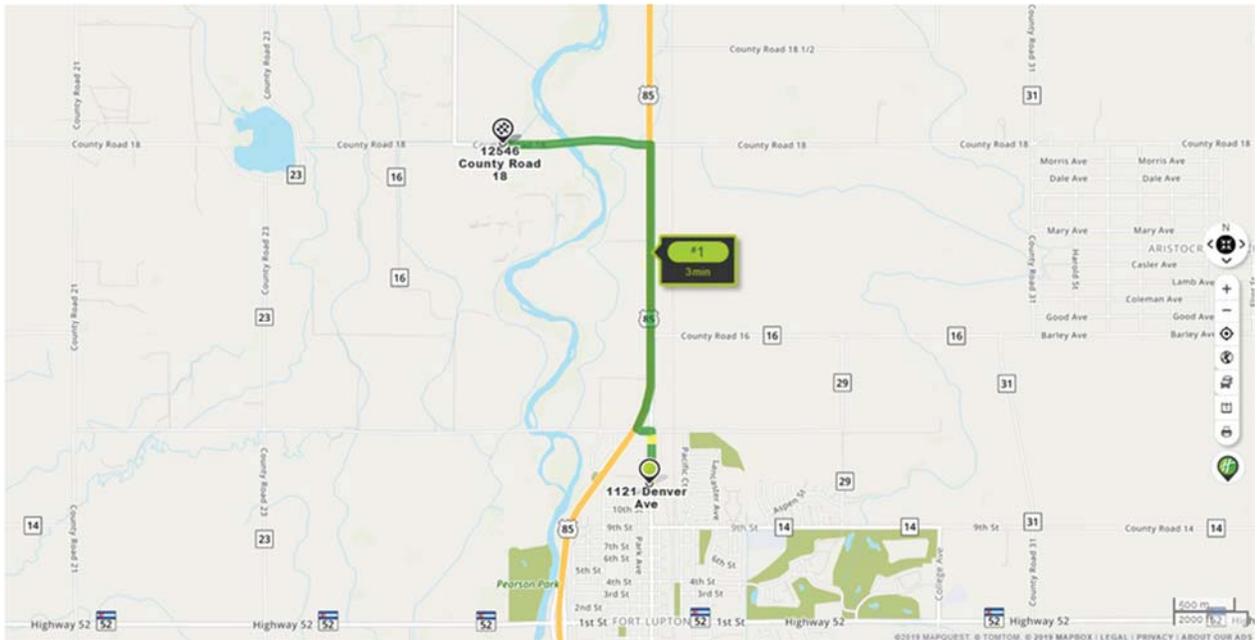
9.2 LOCATION OF PROJECT AND DIRECTIONS TO SITE

The lat/long of the well pad is 40.11271, -104.82481.

The project is located in the NWNW, Section 30, Township 2 North, Range 66 West, 6th P.M., Weld County, Colorado, in the LG Everist Fort Lupton Gravel Pit. The well pad location and directions necessary for access by emergency responders are presented below. The well pad does not have a street address assigned to it yet, however the LG Everist Ft. Lupton Gravel Pit is located at 12546 CR 18.

Name of Site	Location	Directions to Site from FLFPD Station 1, 1121 Denver Avenue
LG Everist Pad	NWNW Sec. 30 T1N R66W Lat 40.11271 Long -104.82481	Go North on Denver Avenue to Highway 85 northbound. Travel North 1 mile on Highway 85 to CR 18. Turn left, go West on CR 18 for 3/4 miles. Turn left, go South into LG Everist Gravel Pit. Travel south 2/10 miles on access road to well pad on right.

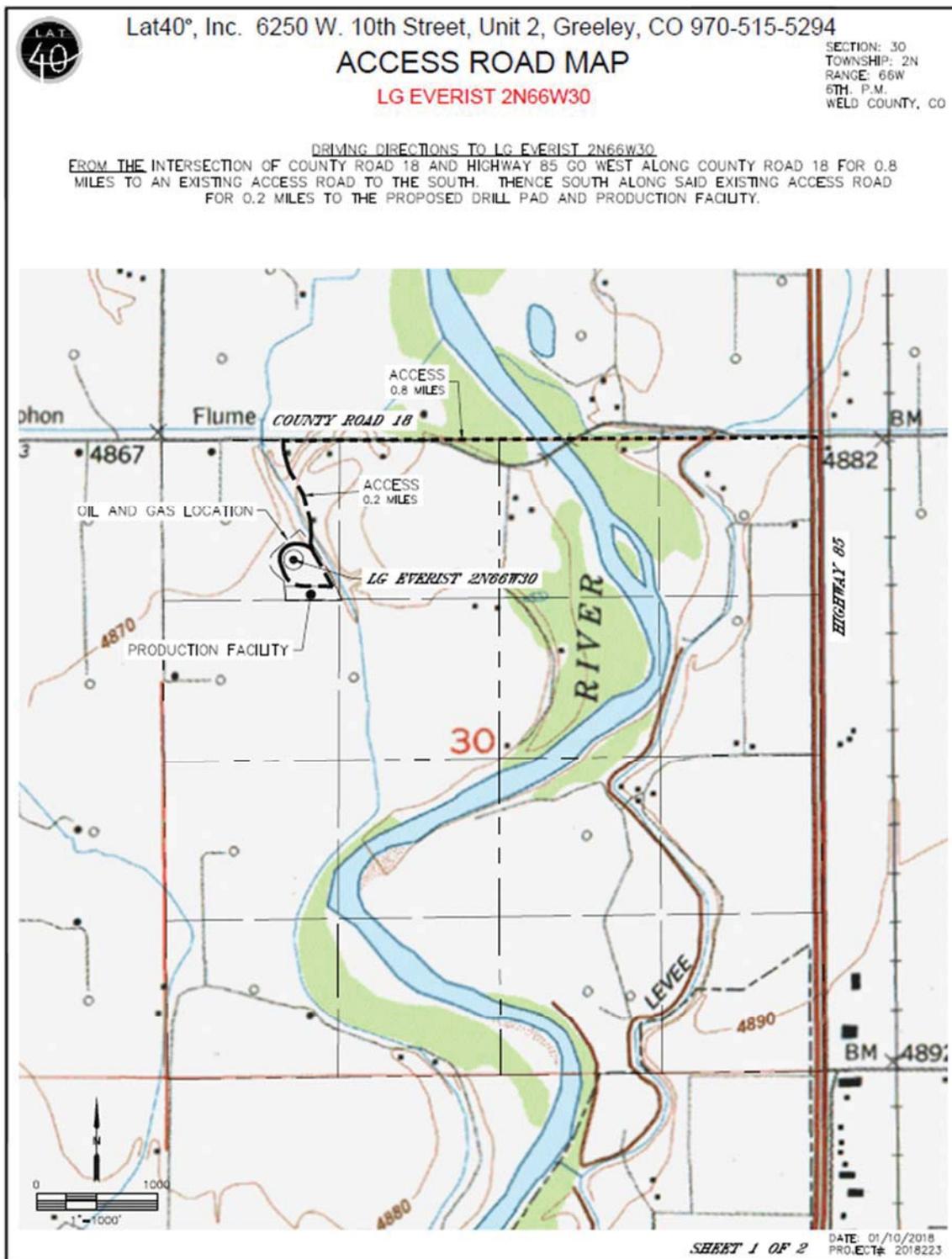
Figure 2: Emergency Response Route



All roads and access point will be constructed to a minimum standard of 20 feet wide and will be capable of supporting 75,000 lbs. The road access and fire truck access route maps are shown below.

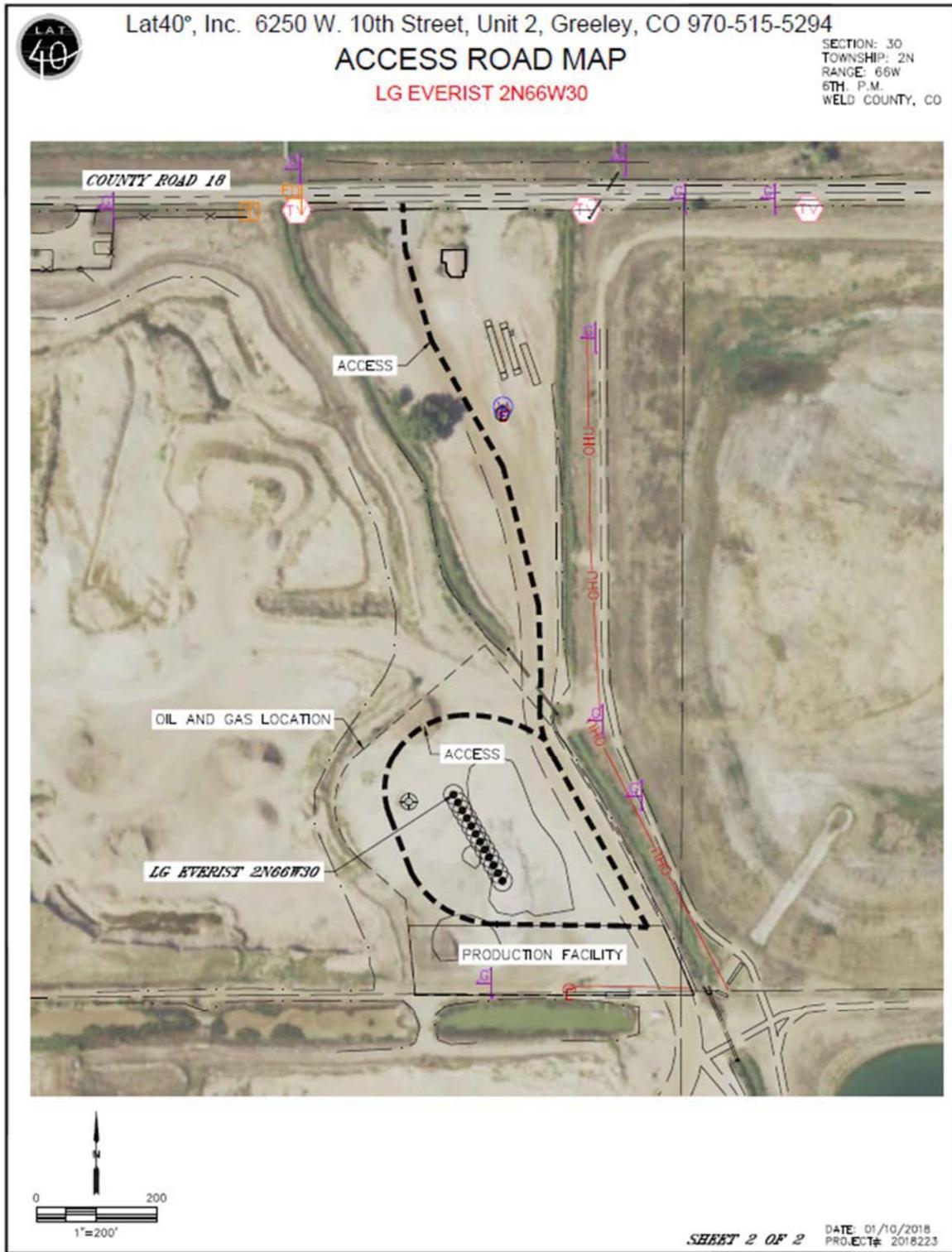
LG Everist Pad
 Section 30, T 2N, 66W
 City of Ft. Lupton
 Page 30 of 40

Figure 3: Road Access Map



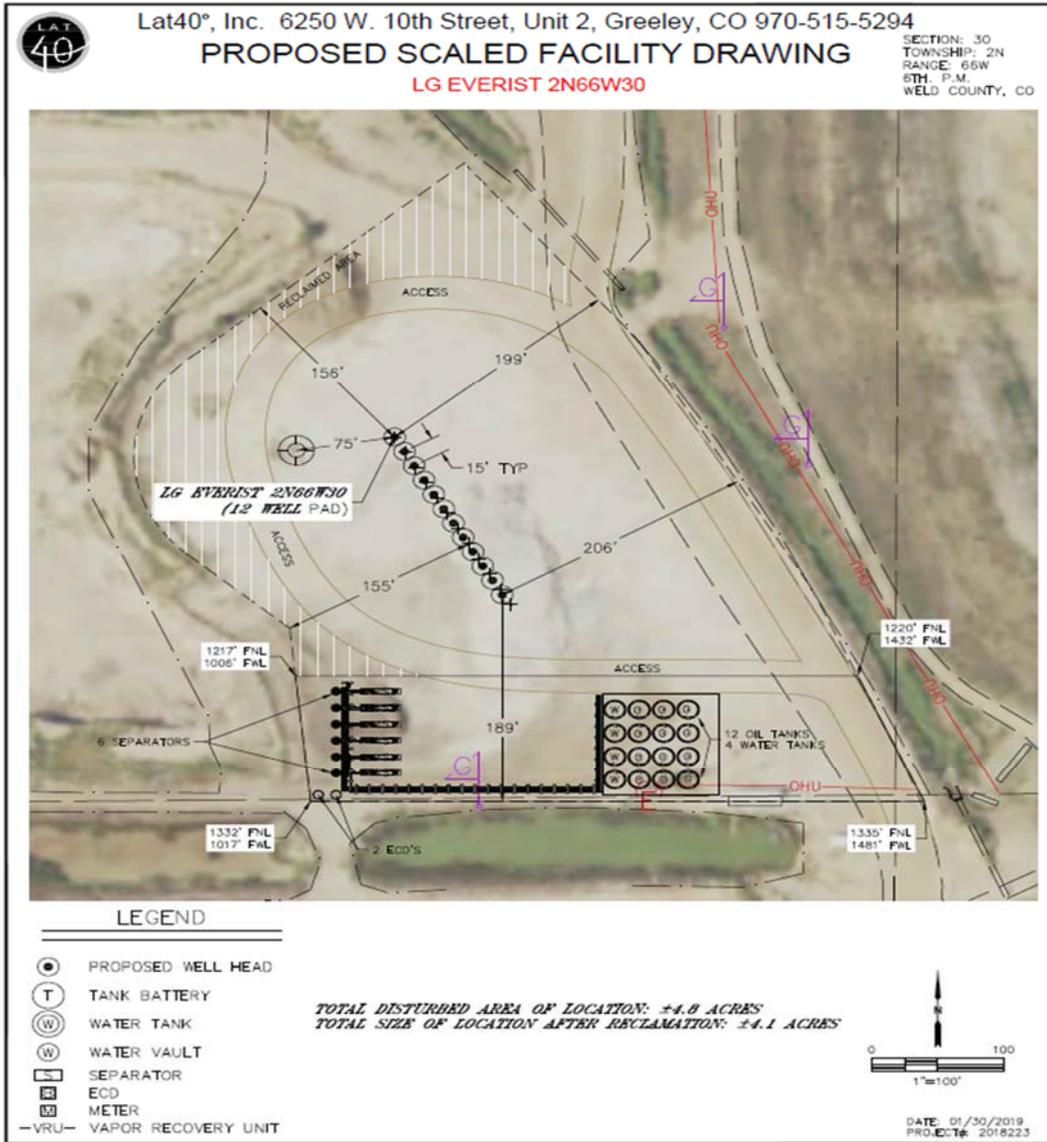
LG Everist Pad
Section 30, T 2N, 66W
City of Ft. Lupton
Page 31 of 40

Figure 4: Road Access Map with Site Detail



LG Everist Pad
Section 30, T 2N, 66W
City of Ft. Lupton
Page 32 of 40

Figure 5: Detailed Wellhead and Production Equipment Layout



Upon completing facility construction, POC will submit as-built drawings in AutoCAD or other format compatible with the City’s current adopted coordinate system. As-built drawings shall depict the locations and type and type of above and below ground facilities including sizes, and depth below grade of all oil and gas gathering and transmission lines and associated equipment, isolation valves, surface processing equipment, as well as transportation routes to and from exploration and development sites, and dry and wet utility infrastructure and/or surface water bodies, for emergency response and management purposes.

LG Everist Pad
 Section 30, T 2N, 66W
 City of Ft. Lupton
 Page 33 of 40

9.4 EMERGENCY RESPONSE & CONTACT LIST

All drilling, completion, and production activities will be performed by POC and its contractors. Emergency response personnel will have unrestricted access to all wells and production facilities. Production Facilities access will be controlled by fencing and/or keypad lock. Access code and/ or keys will be shared with Emergency Responders via Knox Box or similar method. Location signage will indicate POC’s 24/7 emergency response number.

Prior to starting each operations phase (Construction, Drilling, Completion, and Production) the Operator will supply a current emergency contact list to the City and FLFPD. The contact list will be updated as changes in personnel occur.

Operations Managers have been assigned for each phase of the development. The development process will be carried out in a manner that is protective of public health, safety, welfare, and the environment; minimizing the requirement 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:

EMERGENCY RESPONSE CONTACT LIST

24 hour Emergency Contact Number: (303) 484-9105

Key Company Personnel

1. Roger Parker: (303) 475-5640; 9033 E. Easter Place Suite #112, Centennial, CO, 80112
2. Andy Peterson: (970) 203-4263; 1707 Cole Blvd Suite 200, Golden CO 80401
3. Alex Corey: (713) 408-7174; 1707 Cole Blvd Suite 200, Golden CO 80401
4. Jim Berger: (970) 481-6372
5. Matt Kalb: (970) 630-3429

EMERGENCY RESPONSE CONTACT LIST BY OPERATIONS PHASE

PETRO OPERATING COMPANY CEO	Roger Parker	(303) 475-5640	Primary Contact For all Project Phases
POC Project Manager	Andy Peterson	(970) 203-4263	Additional Contact for all Project Phases
POC Operations Manager Location Construction	Jim Berger	(970) 481-6372	Primary Contact for Lease Construction
POC Operations Manager – Drilling	Siji Chaparro – IPT Drilling Superintendent	(720) 951-8838	Primary Contact for Drilling Operations
POC Operations Manager Drilling	John Kroshus – IPT Drilling Manager	(720) 420-5741 (720) 280-1536	Secondary Contact for Drilling Operations.
POC Operations Manager Fracturing	Todd Poulson – IPT Frac Manager	(405) 834-4459	Primary Contact for Fracturing Operations

POC Operations Manager Completions And Flowback	Matthew Hoffman	(970) 380-0811	Primary Contact for Completion and Flowback Operations
POC Operations Manager Facilities Construction	Jim Berger	(970) 481-6372	Primary contract for Facilities Construction
POC Operations Manager Production Operations	Matt Kalb	(970) 630-3429	Primary Contact for Production Operations
Surface Owner	City of Aurora – Lyle Whitney, Sr. Resources Specialist	(720) 859-4372	Landowner Contact

Incident Response Matrix

Incident	Contact	Phone Number	Comments
Fire, explosion, serious injury	Fort Lupton Fire Protection District	911	Non-Emergency Number (303) 857-4603
	Weld County Regional Communications Center	911	Non-Emergency Number (970) 350-9600
	COGCC	(303) 894-2100	
Fire, explosion, associated with loss of well control	Fort Lupton Fire Protection District	911	Non-Emergency Number (303) 857-4603
	Weld County Regional Communications Center	911	Non-Emergency Number (970) 350-9600
	COGCC	(303) 894-2100	
	Wild Well Control	(281) 784-4700	Commercial well control contractor
Spill or release	COGCC	(303) 894-2100	E&P waste exceeding 5 bbls or all spills that impact surface or ground water will be reported.
	Fort Lupton Fire Protection District	911 or (303) 857-4603	Reportable spill quantities of CERCLA hazardous substances.
	Colorado Department of Public Health and Environment	(303) 692-2000	Reporting required for spills impacting surface water or for reportable quantity spills of CERCLA hazardous substances.
	US EPA - Region 8	(303) 312-6312	Reporting required for spills impacting surface water or for reportable quantity spills of CERCLA hazardous substances.
	EPA National Response Center	(202) 260-4610 (800) 227-8914	Reporting required for spills impacting surface water or for reportable quantity spills of CERCLA hazardous substances.

If a fire or explosion were to occur, field personnel are instructed to:

- Sound the alarm appropriate for the current operations phase,
- Muster at the appointed site and insure all personnel are accounted for

- Assess the situation to determine whether available site resources are adequate to control/mitigate the hazard. If so then proceed with control and mitigation. Contact POC Management when possible.
- If available resources are not adequate to control/mitigate the hazard then notify the relevant agency and mobilize companies and personnel for assistance. Inform POC Management.

9.5 Spill & Release Response

All activities will comply with federal and state spill response/reporting requirements and be operated in a manner that prevents spills and releases of crude oil, natural gas, produced water and other wastes to the environment. POC employs a formal spill response plan and reporting guidelines. All POC field employees and contractors are provided with annual spill response training. In addition, all tank batteries comply with EPA Spill Prevention Control and Countermeasure (SPCC) requirements. A complete SPCC Plan will be submitted to the City within 6 months of first production from the site.

During initial production and flowback (60 – 90 days) the operator will have personnel onsite 24 hours a day, 7 days a week. During this time the wells achieve maximum flow rates and will be monitored with personnel onsite around the clock to insure no spills occur. Onsite personnel will have the ability to shut the wells in if needed.

All tanks will be equipped to monitor fluid levels and to notify the operator of any potential leaks or potential overflow conditions and flow will be automatically shut down to the affected tank. In addition, all tanks will have automatic overflow protection which diverts produced fluids to a backup tank. Major process upsets or high tank conditions will trigger a complete shut in of all producing wells.

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 Operations Manager and arrange for additional response support, including contractor support;
- Take whatever steps are necessary to prevent the spill from impacting surface water, public health, safety, and welfare; and,

- Report the spill to POC management, who will coordinate follow-up spill cleanup and environmental assessment activities and who will report the incident to appropriate authorities.

9.6 SAFETY AND FIRE PREVENTION GUIDELINES

- POC and its contractors will employ best management practices during the drilling, completing and production of its wells and will comply with all COGCC rules concerning safety and fire relating to oilfield development.
- POC employees and contractors 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 at a minimum daily by POC employees and/or contractors. Unsafe or potentially unsafe conditions will be reported immediately to the Operations Manager.
- POC will utilize automation equipment to monitor production on the site in real time. In the event of an emergency the operator will be capable of remotely shutting in wells and facilities.
- Accidents that result in significant injury or property damage will be reported to the COGCC and the City within 24 hours;
- POC and its contractors will cooperate fully with local and state emergency responders;
- Vehicles not involved in drilling, production, or well servicing operations will be kept at least 100' from the well head, or a distance equal to the height of the drilling derrick, whichever is greater.
- 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 minimum distance of 200' from any occupied building, public road, major above ground utility line, or railroad;
- Drilling and Well Servicing contractors will place a sign or marker at the intersection of the access road and County Road 18. The sig or marker will include emergency contact telephone numbers;
- 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;
- Appropriate emergency response numbers will be posted at the drilling and service rig as well as detailed information identifying access or evacuation routes, and health care facilities to be used in the event of an emergency.
- The site will be fenced and locked for security purposes. All gates will be equipped with Knox padlocks or Knox Box to allow access for emergency response personnel.
- 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.
- 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 as well as blind rams to close upon the open hole. All choke and kill lines will be anchored or secured;
- All rig employees shall have instruction in how to operate the BOP system;
- 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 1000' feet from residences, normally occupied buildings, or well defined normally occupied outside areas;
- A metal containment structure or berm 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;
- 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. POC will comply with all IFC 2012 Fire Codes, including additional labeling of the tanks and storage areas. Emergency Response teams will have access to the facilities at all times.
- 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, POC as the operator, emergency contact telephone numbers, 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”;
- 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,
- In the unlikely event of a blowout the operator will not use foam to fight the fire. The operator will utilize contract well control experts to secure the well and extinguish the fire. The operator does not expect FLFPD personnel to engage in the well control activities unless mutually agreed upon.
- The facility will be equipped with Alarms, Muster Stations and Wind Socks
 - Note: Alarms and Muster Station will vary by operational stage; the operator will cover these in the pre job safety briefing prior to starting work on each phase.

9.7 HYDROGEN SULFIDE

There is no anticipated Hydrogen Sulfide on this location. All producing reservoirs are normally pressured and POC will utilize the 2 barrier (primary and secondary) method on all reservoir operations

9.8 MATERIAL SAFETY DATA SHEET

Material Safety Data Sheets (MSDS) for hazardous materials used during the drilling, completion, and production processes will be onsite during the relevant operations and available upon request. This includes crude oil and hydrocarbon condensate stored in the ASTs. Please contact Roger Parker at (303) 475-5640 for copies of the MSDS.

9.9 EMERGENCY RESPONSE EXPENSES AND DAMAGES

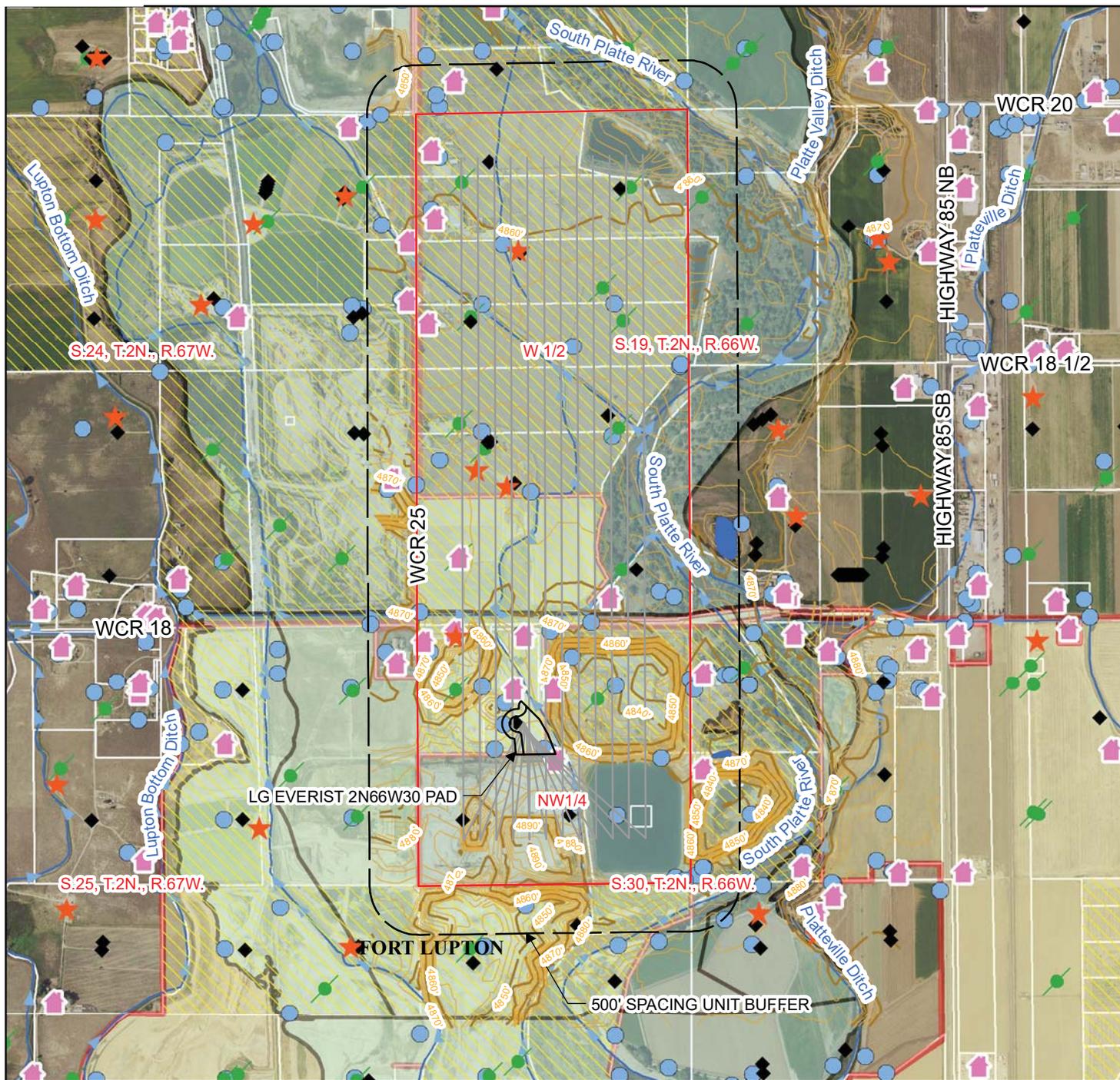
POC will be obligated to reimburse the appropriate emergency agencies for expenses and damages resulting from the Operator's operations, to the extent required by Colorado State Statutes.

MAPS

MASTER PLAN

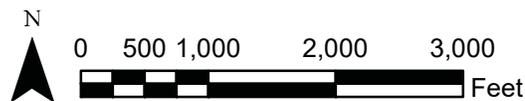
LG EVERIST 2N66W30 PAD

SECTION 19: W 1/2
SECTION 30: NW 1/4
TOWNSHIP: 2N
RANGE: 66W
6TH. P.M.
WELD COUNTY, CO



Legend	
— PAD	● PLUGGED & ABANDONED WELL
▭ MINERAL INTEREST/LEASEHOLD	◆ EXISTING WELL
▭ 500' BUFFER	● WATER WELL
— BORE LINE	■ WATER BODY
★ EXISTING FACILITY	— CONTOUR MINOR
■ BUILDING UNIT	— CONTOUR MAJOR
	▨ SUBDIVISION
	▬ CANAL/RIVER
	▬ STREAM
	▭ FEMA FLOOD ZONE
	▭ City Limits
	▭ Parcels

FLOOD PLAIN NOTE:
AREA OF INTEREST IS LOCATED WITHIN THE FEMA FLOOD PLAIN. SEE FEMA FIRM 08123C1915E, DATED: 1/20/2016 AND 08123C2102E, DATED: 1/20/2016



THIS MAP IS A COMPILATION OF PUBLICLY AVAILABLE DATA. THE ACCURACY AND COMPLETENESS OF SAID DATA HAS NOT BEEN VERIFIED BY LAT40, INC. EXISTING CONDITIONS MAY DIFFER FROM WHAT IS SHOWN.

DATUM: NAD 1983 NSRS2007 STATE PLANE COLORADO NORTH FIPS 0501 FT US

46/58 Date: 6/18/2019
Project #: 2018223

LOCATION DRAWING

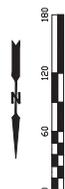
LG EVERIST 2N66W30
 LAND CO. MAP OF DIVISION NO. 3
 SITUATE IN THE NORTHWEST QUARTER OF SECTION 30,
 TOWNSHIP 2 NORTH, RANGE 66 WEST, 6TH P.M.
 CITY OF FOR LUPTON, COUNTY OF WELD,
 STATE OF COLORADO

LEGEND

- SECTION LINE
- SECTION LINE FUNCTIONAL
- GAS LINE
- UNDERGROUND ELECTRIC
- OVERHEAD UTILITY
- PIPE
- FENCE
- ELECTRIC SERVICE
- EXISTING WELL HEAD

IMPROVEMENTS:

- NO BUILDING UNITS WITHIN 250' IMPROVEMENT BUFFER
- NO BUILDINGS WITHIN 250' IMPROVEMENT BUFFER
- EXISTING WELL HEAD 75' SW
- ELECTRIC LINE LOCATES 4377' SE
- ELECTRIC SERVICE 377' SE
- FENCE 405' SE
- EDGE OF GRAVEL ROAD 151' 283' NE
- OVERHEAD UTILITY 252' NW (TOP OPERATING), 259' SE (DOP)
- GAS LINE LOCATES 251' NW (TOP OPERATING), 24' & 343' SE (DOP)
- GAS LINE MARKER 289' NE (DOP), 34' & 343' SE (DOP)
- METAL CONTAINER 414' SE
- PIPE 218' NW 538' SE
- CONCRETE STRUCTURE 525', 545' & 552' SE
- DITCH 203' NE
- PIPE 249' SE 252' SW
- GRAVEL PIT 217' NW



DATE: 6/18/2019
 FILE NAME: 2018223SITE.dwg
 DRAWN BY: SLR
 CHECKED BY: BTB
 SCALE: 1" = 60'
 SHEET SIZE: 24X36
 PRODUCT #: 2018223

1

LOCATION DRAWING
 FOR
 PETRO OPERATING COMPANY, LLC
 9033 EAST EASTING PLACE, STE 112
 CENTENNIAL, CO 80112

Lat40°, Inc.
 Professional Land Surveyors
 6250 W. 10th Street, Unit 2
 Greeley, CO 80634
 O: 970-515-5294

REVISIONS:	DATE:

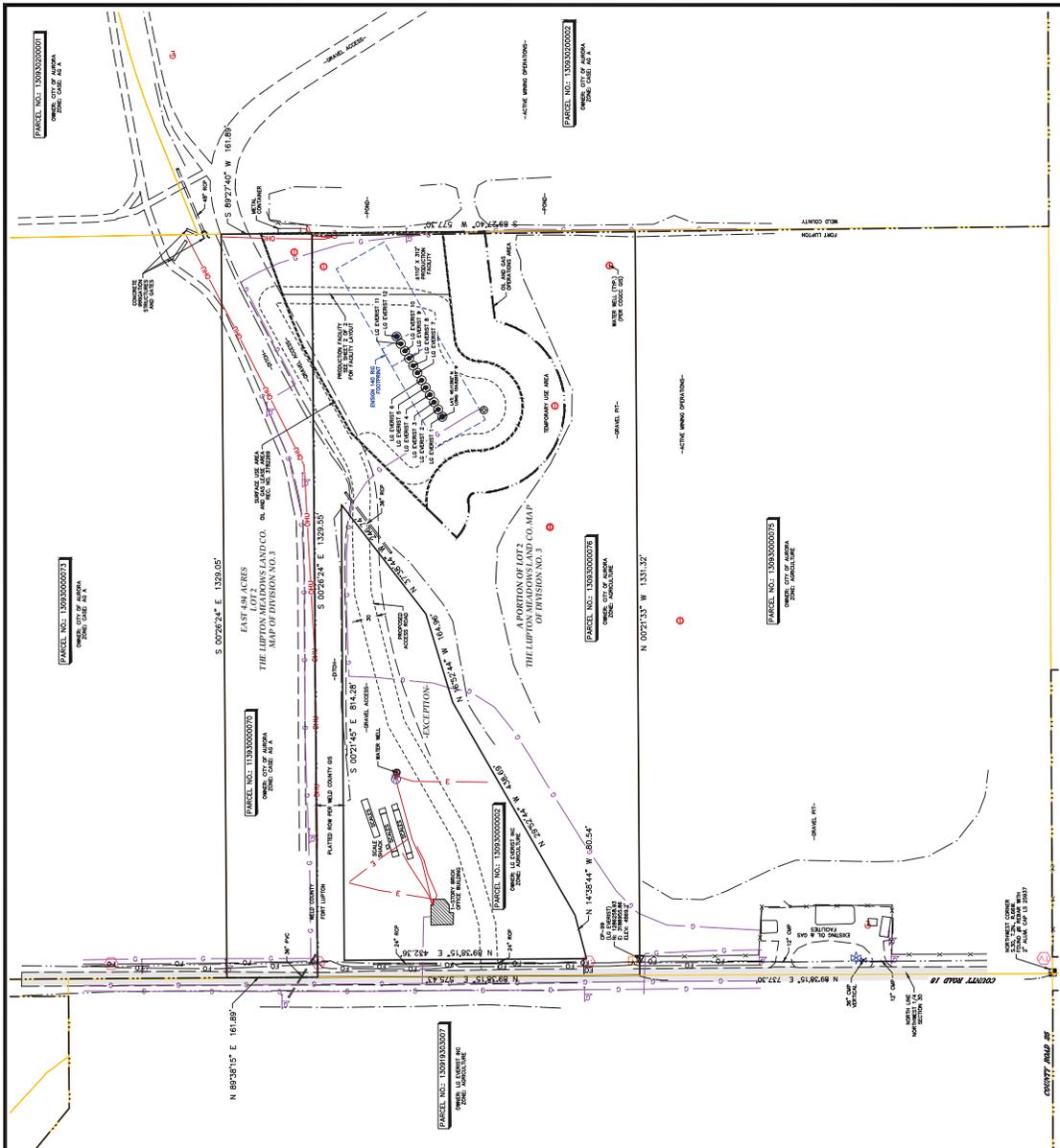
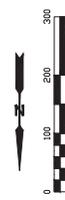
SITE PLAN

LG EVERIST 2N66W30
 A PORTION OF LOT 2 OF THE LUPTON MEADOWS
 LAND CO. MAP OF DIVISION NO. 3
 SITUATE IN THE NORTHWEST QUARTER OF SECTION 30,
 TOWNSHIP 2 NORTH, RANGE 66 WEST, 6TH P.M.
 CITY OF FOR LUPTON, COUNTY OF WELD,
 STATE OF COLORADO

LEGEND

- SECTION LINE (1/2 INTERVAL)
- SECTION CORNER (1/2 INTERVAL)
- PARCEL LINE
- RIGHT-OF-WAY LINE
- CITY LIMITS
- EXISTING CONTOUR (2 INTERVAL)
- PIPE
- WATER LINE
- GAS LINE
- TELEPHONE LINE
- UNDERGROUND ELECTRIC
- UTILITY
- FIBER OPTIC LINE
- SURFACE WATER
- ASPHALT
- RAILROAD
- CONTROL POINT
- CABLE TV FEEDSTOCK
- FIBER OPTIC MARKER
- TELEPHONE FEEDSTOCK
- ELECTRIC SERVICE
- AIR VALVE
- WATER MANHOLE
- WATER VALVE
- GAS MARKER
- EXISTING WELL HEAD
- PROPOSED WELL HEAD

THIS SITE PLAN IS BASED ON GPS OBSERVATIONS USING TRIMBLE VMS NETWORK
 HORIZONTAL DATUM: NAD 83
 VERTICAL DATUM: NAVD 83
 COORDINATES: NORTH ZONE AND AS BASED ON GPS OBSERVATIONS USING
 TRIMBLE VMS NETWORK
 ALL DRAWINGS ARE AT WORKED STATE PLANK, TO REDUCE TO STATE PLANK COORDINATE SCALE AT
 COMPLETION (CORRECTION) ABOUT THE OWNER'S
 THIS SITE PLAN IS BASED ON GPS OBSERVATIONS USING TRIMBLE VMS NETWORK
 CONTRIBUTION WILL BE RETURNED AND RETAINED UNDER THE SUPERVISION OF A LICENSED SURVEYOR.
 2. THE ABOVE DRAWINGS CONTAIN INFORMATION THAT IS SOLELY FOR THE USE OF THE CLIENT AND IS NOT TO BE
 REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING
 PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE
 WRITTEN PERMISSION OF THE SURVEYOR. THE SURVEYOR'S LIABILITY IS LIMITED TO THE SERVICE OF
 PROFESSIONAL SURVEYING AND THE SURVEYOR'S LIABILITY IS LIMITED TO THE SERVICE OF PROFESSIONAL
 SURVEYING. THE SURVEYOR'S LIABILITY IS LIMITED TO THE SERVICE OF PROFESSIONAL SURVEYING.
 3. ALL PROJECT CONTROL MARKERS ARE PROVIDED AS A COURTESY. IT IS THE RESPONSIBILITY OF
 THE CLIENT TO MAINTAIN THE CONTROL MARKERS AND TO REPORT ANY DAMAGE TO THE SURVEYOR.
 4. THE SURVEYOR'S LIABILITY IS LIMITED TO THE SERVICE OF PROFESSIONAL SURVEYING.
 5. ENTIRE PROPERTY IS IN FLOOD ZONE. THE AREA OF FLOOD ZONE IS SHOWN ON THE SUBJECT RO
 MAP. THE SURVEYOR'S LIABILITY IS LIMITED TO THE SERVICE OF PROFESSIONAL SURVEYING.
 EFFECTIVE: JANUARY 20, 2018.



DATE: 6/18/2019
 REVISIONS:

FILE NAME: 2018223SITE.dwg
 DRAWN BY: SJR
 CHECKED BY: BTB
 PROJECT #: 2018223
 SCALE: 1" = 100'
 SHEET SIZE: 24X36

Lat40, Inc.
 Professional Land Surveyors
 6250 W. 10th Street, Unit 2
 Greeley, CO 80634
 O: 970-515-5294

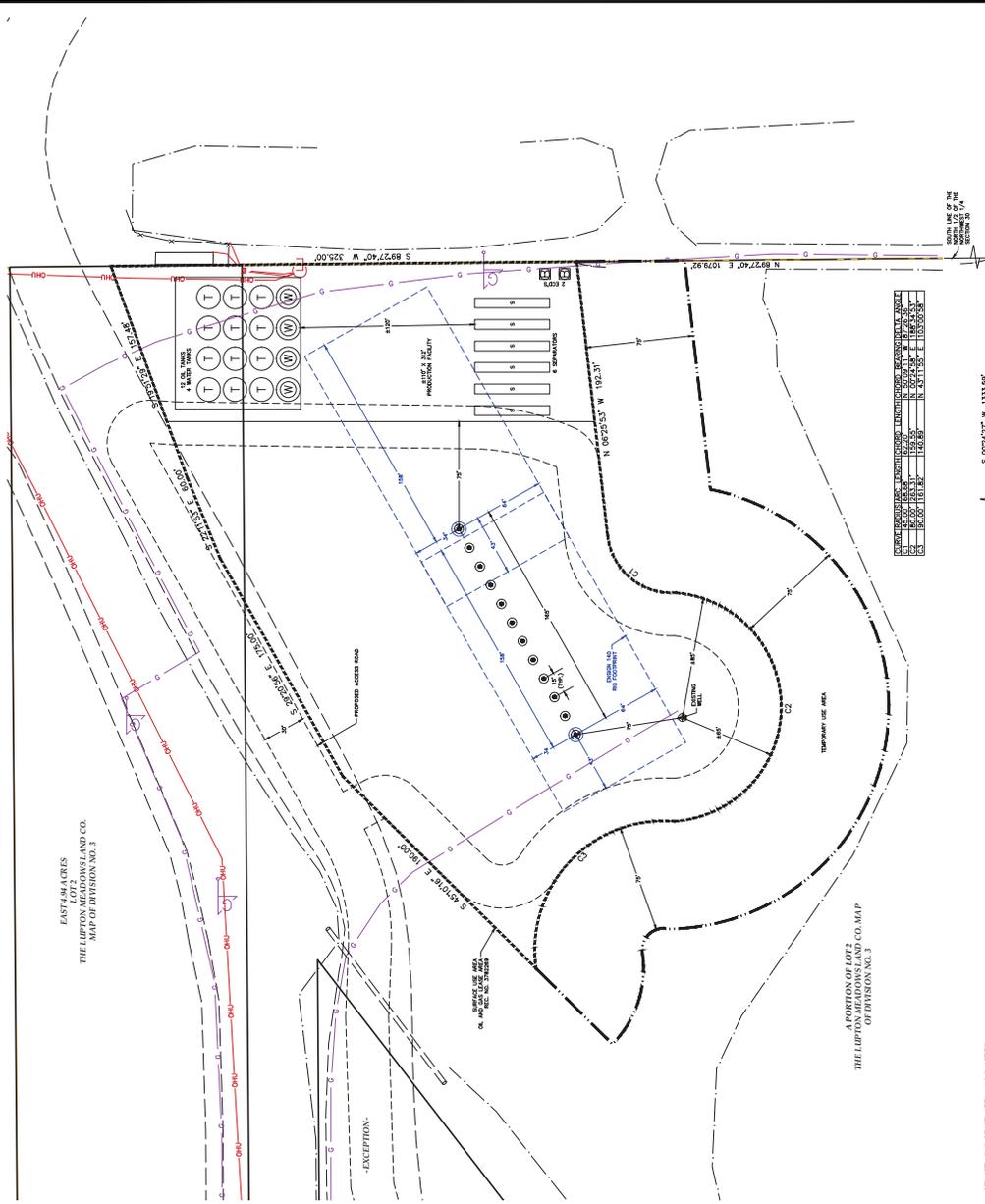
SITE PLAN
 FOR
 PETRO OPERATING COMPANY, LLC
 5033 EAST EIGHTH PLACE, STE 112
 CENTENNIAL, CO 80112

1

SHEET 1 OF 2

FACILITY LAYOUT

LG EVERIST 2N66W30
 A PORTION OF LOT 2 OF THE LUPTON MEADOWS
 LAND CO. MAP OF DIVISION NO. 3
 SITUATE IN THE NORTHWEST QUARTER OF SECTION 30,
 TOWNSHIP 2 NORTH, RANGE 66 WEST, 6TH P.M.
 CITY OF FOR LUPTON, COUNTY OF WELD,
 STATE OF COLORADO



LEGEND

- PROPOSED WELL HEAD
- TANK BATTERY
- WATER TANK
- WATER WALL
- SEPARATOR
- METER
- VEL - VAPOR RECOVERY UNIT

SCALE: 1" = 40'

DATE: 6/18/2019

FILE NAME: 2018223SITE.dwg

CREATED BY: BTB

DRAWN BY: SLR

DATE:

REVISIONS:

PROJECT #: 2018223

SHEET SIZE: 24X36

2

FACILITY LAYOUT
 FOR
 PETRO OPERATING COMPANY, LLC
 5033 EAST EASTING PLAGE, STE 112
 CENTENNIAL, CO 80112

Lat40°, Inc.
 Professional Land Surveyors
 6250 W. 10th Street, Unit 2
 Greeley, CO 80634
 O: 970-515-5294

DATE: 6/18/2019

FILE NAME: 2018223SITE.dwg

CREATED BY: BTB

DRAWN BY: SLR

DATE:

REVISIONS:

PROJECT #: 2018223

SHEET SIZE: 24X36

2

FACILITY LAYOUT
 FOR
 PETRO OPERATING COMPANY, LLC
 5033 EAST EASTING PLAGE, STE 112
 CENTENNIAL, CO 80112

LEGEND

- PROPOSED WELL HEAD
- TANK BATTERY
- WATER TANK
- WATER WALL
- SEPARATOR
- METER
- VEL - VAPOR RECOVERY UNIT

SCALE: 1" = 40'

DATE: 6/18/2019

FILE NAME: 2018223SITE.dwg

CREATED BY: BTB

DRAWN BY: SLR

DATE:

REVISIONS:

PROJECT #: 2018223

SHEET SIZE: 24X36

2

FACILITY LAYOUT
 FOR
 PETRO OPERATING COMPANY, LLC
 5033 EAST EASTING PLAGE, STE 112
 CENTENNIAL, CO 80112

REFERRAL RESPONSES

From: [Speer, Terry](#)
To: [Alyssa Knutson](#)
Cc: [Todd Hodges](#); [Stephanie Darnell](#)
Subject: RE: Referral Response Request: L.G. Everist 2N66W30 Wells (Project No. LUP2019-0035 & Plan No. OGP2019-0001)
Date: Monday, November 25, 2019 3:36:21 PM
Attachments: [image001.png](#)

No issues seen from Centurylink as shown .

From: Alyssa Knutson <AKnutson@Fortluptonco.gov>
Sent: Monday, November 25, 2019 3:28 PM
Cc: Todd Hodges <thodges@Fortluptonco.gov>; Stephanie Darnell <sdarnell@Fortluptonco.gov>
Subject: Referral Response Request: L.G. Everist 2N66W30 Wells (Project No. LUP2019-0035 & Plan No. OGP2019-0001)

Good Morning,

The documentation located at the following links are submitted to you for review and recommendation for an oil and gas permit application being reviewed by the City of Fort Lupton. The application documents can be reviewed at the following link:

<https://www.fortluptonco.gov/DocumentCenter/Index/441>.

Any comments you consider relevant to this request would be appreciated. Please reply by **December 16, 2019**, 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.

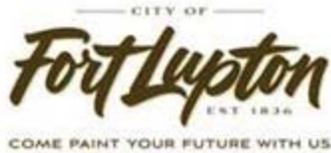
The public hearings for this matter will be held at Fort Lupton City Hall – 130 S. McKinley Avenue and are scheduled for the following dates:

- **City Council on Tuesday, January 7, 2020 at 7:00 PM**

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

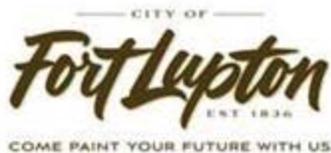
Your time in this matter is greatly appreciated!

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



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Alyssa Knutson, AICP
Planner II & FLURA Staff Liaison
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 <https://imss91-ctp.trendmicro.com:443/wis/clicktime/v1/query?url=http%3a%2f%2fwww.symanteccloud.com&umid=2C95A656-9833-4705-98C1-D0188F710D66&auth=19120be9529b25014b618505cb01789c5433dae7-f8590b21d2345a17c52615d1608e4d13673cf97a>

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MEMO

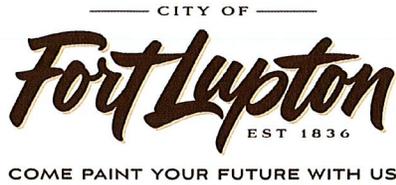
To: Todd Hodges
Alyssa Knutson
CC: Paul Gottlob (IPT)
From: Roy Vestal
Date: December 26, 2019
Subject: L.G. Everist 2N66W30 Wells (Project No. LUP2019-0035 &
Plan No. OGP2019-0001)
Public Works Review

Public Works has reviewed the submitted documents for the above referenced development project with the following comments:

- 1. Flood Plain - Municipal Code Chapter 16, Article VI** Be advised this site is located in a Flood Hazard Area. PW has been in communication with applicant's representative to advise of Flood Plain Permit requirements.
 - a. Section 16-125** - This project site is located within an establish Flood Hazard Area and will require a Flood Plain Permit.
 - b. Chapter 4 Flood Plain Management - Section 4.2** - *All proposed developments adjacent to a regulated floodplain shall be designed and constructed in accordance with the CODE. If a development proposes any fill, construction, or alteration on or over any portion of the designated floodplain, a hydraulic analysis shall be required to show the impacts to the designated floodplain and floodway.*

Be advised, this is not a thorough review of complete plan set. Additional comments may result in further reviews.

LEGAL NOTIFICATIONS



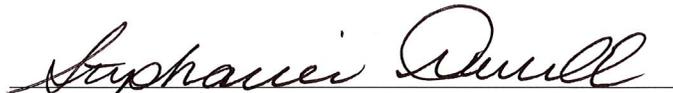
CERTIFICATE OF MAILING

I, the undersigned, hereby certify that on the 9th day of December 2019, a true and correct copy of the foregoing Notice of Public Hearings, and Site Plan map for the Petro Operating Oil and Gas Permits was sent via certified mail with return-receipt requested, to the following addresses:

LG EVERIST INC
350 S MAIN AVE STE 400
SIOUX FALLS, SD 571046312

AURORA CITY OF
15151 E ALAMEDA PKWY STE
3600
AURORA, CO 800121555

BEARSON, NELVA M
BEARSON, DARRELL
9208 COUNTY ROAD 25
FORT LUPTON, CO 806219308


City Official



**CITY OF FORT LUPTON
NOTICE OF PUBLIC MEETING**

Notice is hereby given that the City of Fort Lupton is in receipt of an application for oil and gas permits, known as the LG Everist 2N66W30 Wells, located south and adjacent to County Road 18 and approximately 0.13 miles east of County Road 25 at certain parcels of land described in the legal description below, pursuant to the City of Fort Lupton Municipal Code Requirements.

The public meetings are to be held before the Fort Lupton City Council on Tuesday, January 7, 2020, 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.

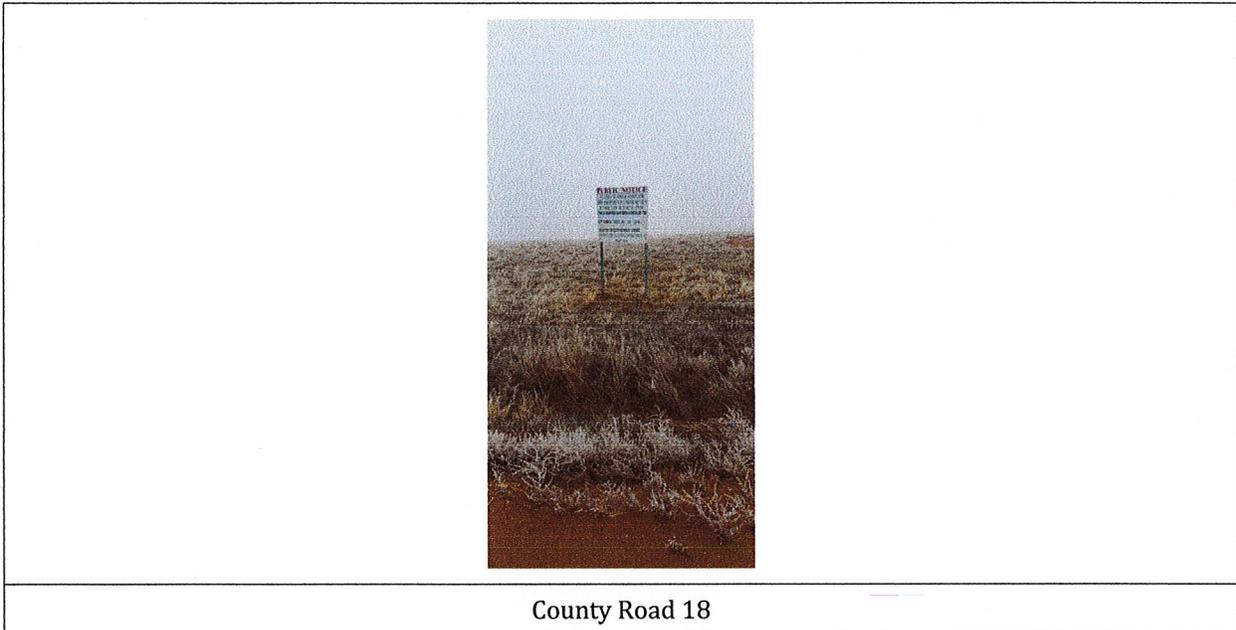
ALL INTERESTED PERSONS MAY ATTEND.

LEGAL DESCRIPTION

A PORTION OF LOT 2 OF THE LUPTON MEADOWS LAND CO. MAP OF DIVISION NO. 3 SITUATE IN
THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 66 WEST, 6TH P.M.,
CIYT OF FORT LUPTON, COUITY OF WELD, STATE OF COLORADO.

Sign Posting Affidavit

Petro Oil (LG Everist Pad 2N66W30 Wells)
Project No. LUP2019-0035 / Plan No. OGP2019-0001



I, Anthony Gomez hereby acknowledge that the aforementioned property was posted in accordance with City Codes. Said public hearing notice was posted on this 26 day of December, 2019.

Signature of Owner or Owner's Representative

The foregoing instrument was acknowledged before me by Anthony Gomez, this 26 day of December, 2019. Witness my hand and seal.

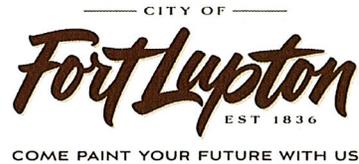
My commission expires 12-31-22.

Notary Public

(SEAL)

AMBER PHILLIPS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144004824
MY COMMISSION EXPIRES DECEMBER 31, 2022

CITY OF FORT LUPTON
CITY COUNCIL



Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Michael Sanchez, Ward 3

Zo Stieber, Mayor

David Crespin, Ward 1
Tommy Holton, Ward 2
Vacant, Ward 3

AM 2020-002

ADOPT ORDINANCE 2019-XXXX AMENDING SECTIONS 1-72 FINES AND PENALTIES,
SECTION 6-295 STANDARDS OF CONDUCT, 7-167 PENALTIES, 7-205 PENALTIES, AND
SECTION 8-4 PENALTIES, OF THE FORT LUPTON MUNICIPAL CODE

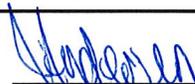
I. **Agenda Date:** Council Meeting – January 7, 2020

II. **Attachments:** a. Proposed Ordinance

III. **Summary Statement:**

An ordinance to amend various sections of the Fort Lupton Municipal Code to meet the new requirements of Colorado House Bill 19-1148.

IV. **Submitted by:**



Court Coordinator

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:

During the 2019 General Assembly, the House passed bill 19-1148. The bill changes the maximum jail sentence for certain crimes from one year to three hundred sixty-four days. Section 13-10-113(1)(a), C.R.S. 2019, states

“Except as provided in Subsection (1)(b) of this section, any person convicted of violating a municipal ordinance in a municipal court of record may be incarcerated for a period not to exceed three hundred sixty-four days or fined an amount not to exceed two thousand six hundred fifty dollars, or both.”

There are five (5) sections of the Fort Lupton Municipal Code referencing incarceration. This Ordinance will update sections 1-72, 6-295, 7-167, 7-205 and 8-4 to fulfill House Bill 2019-1148.

X. Legal/Political Considerations:

XI. Alternatives/Options:

- 1) Make no changes to the Ordinances and not be in compliance with C.R.S. 13-10-113.*
- 2) Make changes to the Ordinances and be in compliance with C.R.S. 13-10-113.*

XII. Financial Considerations:

None.

XIII. Staff Recommendation:

Staff recommends adoption of the ordinance.

ORDINANCE NO. 2020-XXXX
INTRODUCED BY:

AN ORDINANCE OF THE CITY OF FORT LUPTON, COLORADO, AMENDING SECTIONS 1-72 FINES AND PENALTIES, SECTION 6-295 STANDARDS OF CONDUCT, 7-167 PENALTIES, 7-205 PENALTIES, AND 8-4 PENALTIES OF THE FORT LUPTON MUNICIPAL CODE

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

WHEREAS, House Bill 19-1148 was enacted in 2019 to reduce the maximum jail sentence for municipal ordinance violations (along with Class 2 state misdemeanors) from one year to 364 days; and

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

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

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

Sec. 1-72. - Fines and penalties.

(b) Any person convicted of a criminal violation, as designated in Subsection 10-1.2(d) of this Code, may be incarcerated for a period not to exceed three hundred sixty-four days or fined an amount not to exceed two thousand six hundred fifty dollars (\$2,650.00).

Section 2: Chapter 6, Article XI, of the Fort Lupton Municipal Code is hereby amended as follows”

Sec. 6-295. – Standards of conduct.

(11) It is unlawful for any patron to have any physical contact with an entertainer (any such contact is a violation of this Section and is punishable by a maximum penalty of up to two thousand six hundred fifty dollars (\$2,650.00) and/or up to three hundred sixty-five days in jail).

Section 3: Chapter 7, Article VI, of the Fort Lupton Municipal Code is hereby amended as follows”

Sec. 7-167. - Penalties.

(b) Any person convicted of violating Sections 7-133, 7-146, 7-149, 7-156 and 7-159 is punished by a fine of not less than one hundred fifty dollars (\$150.00) and up to two thousand six hundred fifty dollars (\$2,650.00) and/or up to three hundred sixty-four days in the county jail.

Section 4: Chapter 7, Article VIII, of the Fort Lupton Municipal Code is hereby amended as follows:

Sec. 7-205. - Penalties.

It is unlawful for any person to violate any of the provisions adopted in this Article or fail to obey any order given pursuant to the authority of this Article or to interfere with officials performing their duties of inspection or abatement pursuant to this Article. Every adult person convicted of a violation of any provision adopted in this Article shall be punished by a fine of not more than two thousand six hundred fifty dollars (\$2,650.00) or incarcerated for a period not more than three hundred sixty-four days, or both. Prosecution under this Article does not prevent the City from pursuing any civil remedy for abatement or injunction.

Section 5: Chapter 8, Article I, of the Fort Lupton Municipal Code is hereby amended as follows:

Sec. 8-4. - Penalties.

(c) Penalties for noncivil traffic offenses.

(1) Upon conviction, entry of a guilty plea or a plea of nolo contendere to a traffic offense, as set forth below, any adult (a person age eighteen [18] years or older) may be fined an amount not to exceed two thousand six hundred fifty dollars (\$2,650.00) or be incarcerated for a period not to exceed three hundred sixty-four days, or both.

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 7th day of January 2020.

PUBLISHED in the Fort Lupton Press the 15th day of January 2020.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED FINALLY PUBLISHED by title only this ____ day of _____ 2020.

PUBLISHED in the Fort Lupton Press the ____ day of _____ 2020.

EFFECTIVE (after publication) the ____ day of _____, 2020

CITY OF FORT LUPTON, COLORADO

Zo Stieber, Mayor

ATTEST:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

**CITY OF FORT LUPTON
CITY COUNCIL**



Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Michael Sanchez, Ward 3

Zo Stieber, Mayor

David Crespino, Ward 1
Tommy Holton, Ward 2
Michael Long, Ward 3

AM 2020-003

ACCEPTING A PROPOSAL FROM COMMERCIAL FITNESS TO PURCHASE WEIGHT ROOM EQUIPMENT FOR THE RECREATION CENTER FOR AN AMOUNT NOT TO EXCEED \$59,711.44.

I. **Agenda Date:** Council Meeting – January 7, 2020

II. **Attachments:**

- a. CFS Quotation Order Form
- b. Cybex Brochure Info
- c. Sourcewell Guide

III. **Summary Statement:**

The Recreation Department would like to purchase fitness equipment from Commercial Fitness Solutions. The equipment would be the Cybex Eagle Line for an amount not to exceed \$59,711.44 to replace the existing 15-year-old equipment that is no longer manufactured and repair parts are not available.

IV. **Submitted by:** _____
Monty Schuman Recreation Director

V. **Finance Reviewed** _____
Leann Perino
Finance Director

VI. **Approved for Presentation:** _____
City Administrator

VII. **Attorney Reviewed** _____
Approved _____

VIII. **Certification of Council Approval:** _____
City Clerk Date

IX. Detail of Issue/Request:

The staff has looked into purchasing circuit training equipment for the Recreation Center. Commercial Fitness Solutions is a member of Sourcewell (contract number 120215-LFF) that allows for a \$22,164,00 in discount pricing. This would replace 13 pieces of equipment and will allow us to become ADA compliant in the fitness room.

We feel that purchasing the top of the line equipment is in the best interest of our citizens since we are keeping the equipment for a long period of time. This company has been around for over 45 years.

X. Legal/Political Considerations:

None expected.

XI. Alternatives/Options:

Other manufacturers are available but we feel that this equipment is the top of the line and best suits our facility.

XII. Financial Considerations:

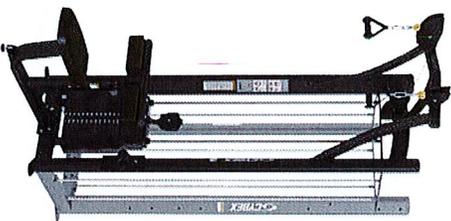
The equipment replacement was budgeted in the Rec Center Fund for \$60,000.

XIII. Staff Recommendation:

Staff recommends to approve the purchase of the fitness equipment from Commercial Fitness Solutions for an amount not exceed \$59,711.44.

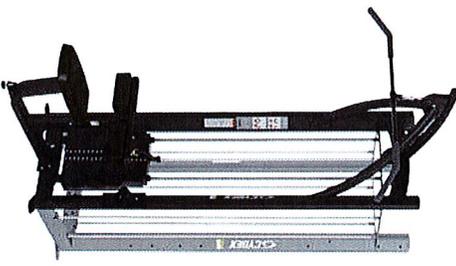
Dual Handle Lat Pulldown

- The forward-aligned pulley is carefully located to encourage correct form for the lat pulldown movement
- Dual handles for independent movement, and delivers a 2:1 lifting ratio when used independently
- Diverging pulley alignment for natural movement
- 255 lbs (116 kg) weight stack



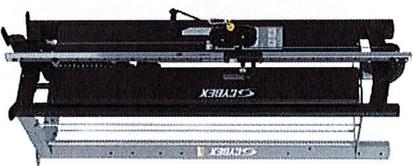
Lat Pulldown

- The forward-aligned pulley is carefully located to encourage correct form for the lat pulldown movement
- Adjustable thigh pad provides stabilization for a wide variety of user heights
- 255 lbs (116 kg) weight stack



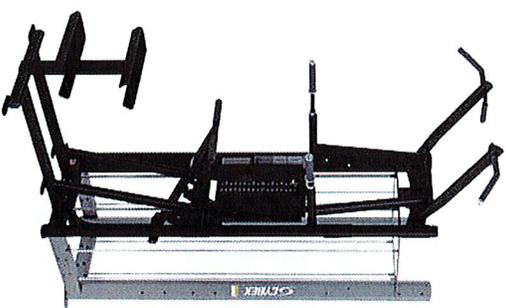
Adjustable Cable Column

- Adjustment tube has 22-positions, located 3" apart
- The 2:1 lifting ratio provides for decreased inertia
- Includes user-side weight shield
- 200 lbs (91 kg) weight stack



Dip/Chin Assist

- Provides up to 118 lbs (54 kg) of assistance
- "Extra-sized" dip grips provide improved comfort
- Dual grip positions accommodate user size and movement variety
- Pull-up bar offers both bar and neutral grips for individual preference
- Steps allow easy ingress and egress
- Foot bar easily flips-up for unassisted pull-ups and dips
- Note: only one Dip/Chin Assist can be used per Quad
- 250 lbs (114 kg) weight stack



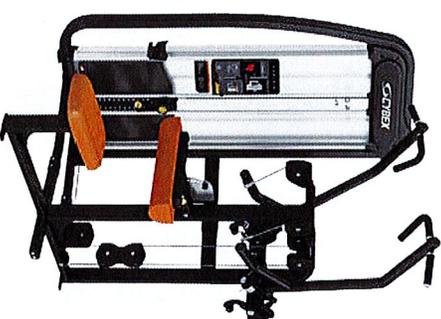
Chest Press

- Dual Axis allows the user to train with confidence in machine-defined movements or progress to more advanced user-defined movements
- The converging path of motion allows the user to train through a more complete range of movement and achieve better results
- Independent arms provide for balanced strength development and add training variety
- Gas-assisted seat and back pad can easily be adjusted from the seated position allowing different body types to enjoy a comfortable range of motion



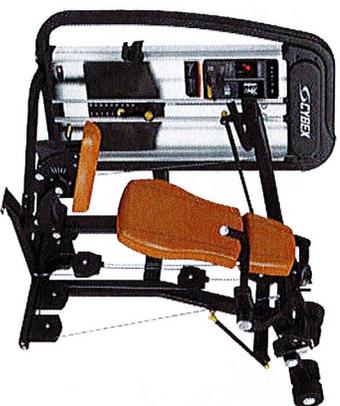
Pulldown

- Dual Axis allows the user to perform traditional pulldowns, narrow grip pulldowns, and more advanced user-defined movements
- Independent arms provide for balanced strength development and add training variety
- Thigh stabilization pad is designed to accommodate different body types and strength levels



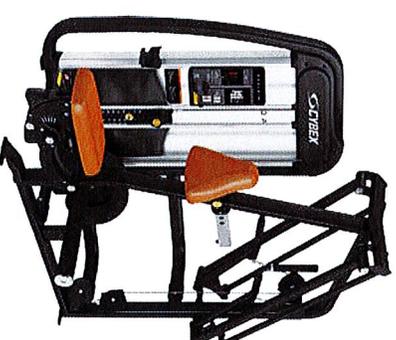
Overhead Press

- Dual Axis allows the user to train with confidence in machine-defined movements or progress to more advanced user-defined movements
- Scapular plane grip accommodates those with compromised shoulders
- Independent arms provide for balanced strength development and add training variety
- Gas-assisted seat is easily adjusted from the seated position allowing different body types to enjoy a comfortable range of motion



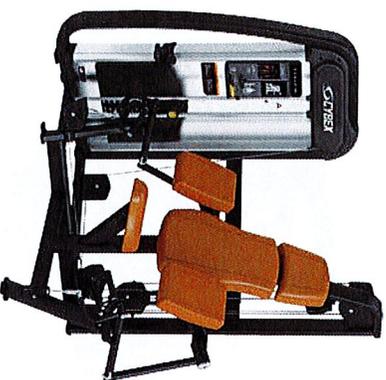
Row

- Unique top pivot, four-bar linkage, and diverging path of motion combine to support natural movement
- Foot brace promotes torso stabilization consistent with proper lifting technique
- Adjustable chest pad and gas-assisted seat allow different body types to enjoy a comfortable range of motion



Arm Curl

- Articulating arm eliminates the need for adjustment while allowing users to move in a pattern best suited to their body type or motion preference
- Swiveling-rotating grips allow for exercise variety from dumbbell curl to hammer curl



Leg Press

- Articulating carriage moves backward and tilts for greater range of motion at the hip and more complete training of the glutes and hamstrings
- Seat back angle adjusts to five positions emphasizing comfort and greater hip range of motion
- Designed to replicate a safe, controlled squat



Arm extension

- Unique design requires no setup
- Arm pads encourage stabilization and proper positioning



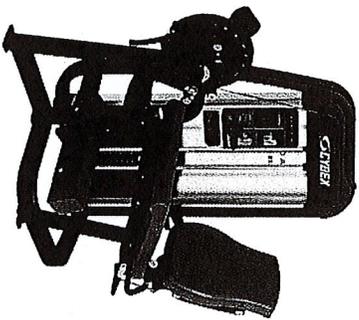
~~Hip Abduction/Adduction~~

- ~~Dual function space-saving design~~
- ~~Adjustable back angle position allows the user to target muscle groups~~
- ~~Dual foot positions accommodate a wide range of body types~~
- ~~Weight stack serves as privacy shield~~



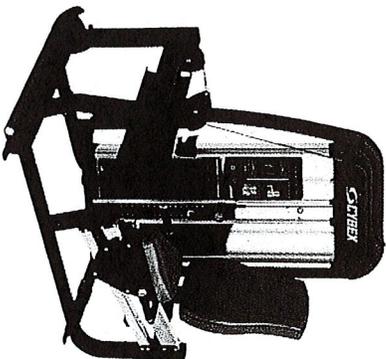
Leg Extension

- Range Limiting Device allows the user to set the most comfortable starting position and ensures the resistance profile is always matched to the user
- Innovative floating tibia pad design provides for virtually effortless positioning and provides greater comfort and stability
- Back pad is one-hand adjustable and angled 100° from the seat to relieve hamstring tension



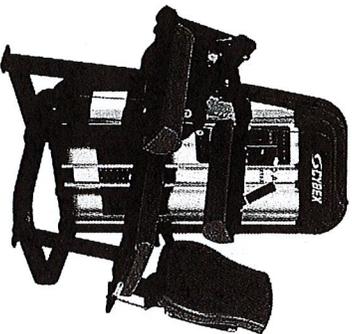
~~Calf~~

- ~~• Descending path of motion allows the foot to move in a natural manner~~
- ~~• Seated exercise position directs force through the hip rather than shoulder and minimizes spinal compression~~
- ~~• Curved footplate trains the mid-foot to accept load for a greater training effect~~



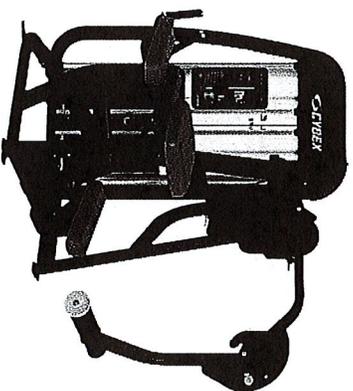
Seated Leg Curl

- Range Limiting Device allows the user to set the most comfortable starting position and ensures the resistance profile is always matched to the user
- Back pad is one-hand adjustable and angled 100° from the seat to relieve hamstring tension



~~Glute~~

- ~~• Adjustable foot bar allows the user to choose amounts of knee extension desired for movement and optimal fit for all sizes~~
- ~~• Adjustable abdominal support pad ensures correct posture and minimizes stress on the back~~
- ~~• Curvilinear movement encourages full gluteal training without requiring the user to align the hip joint~~



STRUCTURE™ Ordering Guide

Half Rack



X-Member Color and Option

Frame Color

Upright Color

SPECIFICATIONS

Product Number	ST-HR
Foot Print Dimensions L × W × H	61.5" × 65.5" × 97.5" (156 cm × 166 cm × 248 cm)
Live Area Dimensions L × W × H	109.5" × 120" × 102" (278 cm × 305 cm × 259 cm)
Machine Weight	410 lb (186 kg)
Max User Weight	350 lb (159 kg)
Max Training Weight	495 lb (225 kg)

CONFIGURATION

Each of the following options must be selected to complete order.

- Frame Color (See page 4 for more information)
- Upright Color (See page 4 for more information)
- X-Member Color (See page 4 for more information)
- Rear X-Member (Select 1. See page 5 for more information) Offset Bar, Thick/Skinny or Multi-Grip

Available in 8 ft height only

As shown above: Graphite Black frame, Structure Blue Upright and X-Members; Thick/Skinny rear X-Members.

WORLD HEADQUARTERS

10 Trotter Drive · Medway · MA 02053 USA
T + 1.508.533.4300 · F + 1.508.533.5500
cybexintl.com

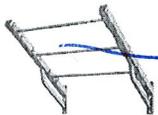
CYBEX INTERNATIONAL, INC.

Queen Adelaide · Ely
Cambridgeshire · CB7 4UB · UK
T + 44.1353.666.017 · F + 44.1353.666.018

STRUCTURE™ Ordering Guide

Attachments

ATTACHMENTS



42" Wing
ST-WING42

Requires rack to bolt to floor



3" Ball Grip
ST-BG3

Pair. For use with Square X-Member



Rack Bumper Plate Storage
ST-RBPS

Includes additional pair of storage weight horns



Neutral Grip Handles
ST-NG

Pair. For use with Square X-Member

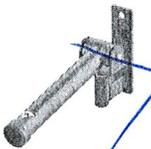


Dip Handle
ST-DIP



Arc Bar
ST-ARC

For use with Square X-Members



Power Pivot
ST-PP



Bumper Plate Divider
ST-BPD

Pair. Use on 2-Pipe Storage Members



Band Pegs
ST-BP

Pair



Power Rack Bar Support
ST-PRBS

Pair



Power Rack Flexible Bar Catches
ST-PRFBC

Pair. Use for Power Rack only



Adjustable Bench
ST-MAB

WORLD HEADQUARTERS
10 Trotter Drive · Medway · MA 02053 USA
T + 1.508.533.4300 · F + 1.508.533.5500
cybexintl.com

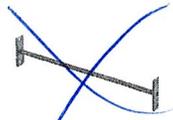
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STRUCTURE™ Ordering Guide

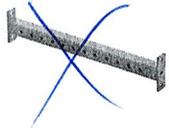
X-Member Options

X-MEMBERS

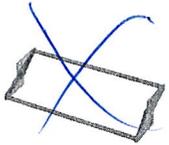
Power Rack must add 1 front and 1 rear X-Member.
 Half/Half Combo Rack must add 2 rear X-Members.
 Half Rack must add 1 rear X-Member.



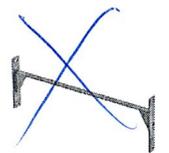
42" Monkey Bar
ST-XM42-65012
 Power Rack front X-Member option only



42" Square
ST-XM42-65013
 Power Rack front X-Member option only



42" Offset Bar
ST-XM42-65014
 Power Rack front X-Member option



42" Straight Bar
ST-XM42-65015
 Power Rack front X-Member option only



42" Thick/Skinny
ST-XM42-65016 (Front), ST-XM42-66016 (Rear)
 Rear X-Member option on all racks
 Power Rack front X-Member option only



42" Multi-Grip
ST-XM42-66017
 Rear X-Member option only on all racks

	ST-PR	ST-HRHR	ST-HR
Front Option			
Front and Rear Option		Rear Option	Rear Option
Rear Option		Rear Option	Rear Option

WORLD HEADQUARTERS
 10 Trotter Drive · Medway · MA 02053 USA
 T + 1.508.533.4300 · F + 1.508.533.5500
 cybexintl.com

CYBEX INTERNATIONAL, INC.
 Queen Adelaide · Ely
 Cambridgeshire · CB7 4UB · UK
 T + 44.1353.666.017 · F + 44.1353.666.018



12386 North Dumont Way #100 Littleton, CO, 80125
 720.479.8200 (ph) 720.479.8201 (fx)
 info@commercialfitness.com

Quotation/Order Form

Date	Quotation #
12/12/2019	17717

Bill To:
City of Fort Lupton 130 S McKinley Avenue Fort Lupton, CO 80621 Accounts Payable

Ship To:
City of Fort Lupton Recreation Center 203 S. Harrison St Fort Lupton, CO 80621 Stacey Keanaaina 303-857-4200, ext. 6165

Terms	Rep	FOB
Net 15	KG	

Item	Description	Qty	Unit Price	Total
	Cybox Eagle NX Circuit 11 piece Black Chrome Frame / Upholstery TBD			
	Upper Body			
20000	Cybox Eagle NX Chest Press, 20000 Warranty: Frame: 10 years, Parts: 2 years, Labor: 1 year, and Belts and Cables, Grips and Upholstery: 120 days	1	6,583.00	6,583.00
20030	Cybox Eagle NX Row, 20030, Warranty: Frame: 10 years, Parts: 2 years, Labor: 1 year, and Belts and Cables, Grips and Upholstery: 120 days	1	6,583.00	6,583.00
20010	Cybox Eagle NX Overhead Press, 20010 Warranty: Frame: 10 years, Parts: 2 years, Labor: 1 year, and Belts and Cables, Grips and Upholstery: 120 days	1	6,583.00	6,583.00
20130	Cybox Eagle NX Pulldown, 20130, Warranty: Frame: 10 years, Parts: 2 years, Labor: 1 year, and Belts and Cables, Grips and Upholstery: 120 days	1	6,583.00	6,583.00
20070	Cybox Eagle NX Arm Curl, 20070, Warranty: Frame: 10 years, Parts: 2 years, Labor: 1 year, and Belts and Cables, Grips and Upholstery: 120 days	1	5,395.00	5,395.00
20080	Cybox Eagle NX Arm Extension, 20080 Warranty: Frame: 10 years, Parts: 2 years, Labor: 1 year, and Belts and Cables, Grips and Upholstery: 120 days	1	5,179.00	5,179.00
	Optional Upper Body Item			



Quotation/Order Form

12386 North Dumont Way #100 Littleton, CO, 80125
 720.479.8200 (ph) 720.479.8201 (fx)
 info@commercialfitness.com

Date	Quotation #
12/12/2019	17717

Bill To:
City of Fort Lupton 130 S McKinley Avenue Fort Lupton, CO 80621 Accounts Payable

Ship To:
City of Fort Lupton Recreation Center 203 S. Harrison St Fort Lupton, CO 80621 Stacey Keanaaina 303-857-4200, ext. 6165

Terms	Rep	FOB
Net 15	KG	

Item	Description	Qty	Unit Price	Total
	Cybox Prestige Fly/Rear Delt, Standard Weight Stack, 21110 Add: \$5,427 Warranty: Frame: 10 years, Parts: 2 years, Labor: 1 year, Belts, Cables, Grips, and Upholstery: 120 days			
	Lower Body			
20040	Cybox Eagle NX Leg Press, 20040, Warranty: Frame: 10 years, Parts: 2 years, Labor: 1 year, and Belts and Cables, Grips and Upholstery: 120 days	1	8,635.00	8,635.00
20051	Cybox Eagle NX Leg Extension with Start RLD, 20051, Warranty: Frame: 10 years, Parts: 2 years, Labor: 1 year, and Belts and Cables, Grips and Upholstery: 120 days	1	5,395.00	5,395.00
20061	Cybox Eagle NX Seated Leg Curl with Start RLD, 20061, Warranty: Frame: 10 years, Parts: 2 years, Labor: 1 year, and Belts and Cables, Grips and Upholstery: 120 days	1	5,395.00	5,395.00
13180	Cybox VR1 Hip Ab/ Ad, 13180 Warranty: Frame: 10 years / Parts: 2 years / Labor: 1 year / Belts, Cables, Grips, and Upholstery: 120 days	1	4,617.00	4,617.00
VR1 weight option	Cybox VR1 increment weight option (adds 5lb to light stacks, and 7.5lb to standard stacks)	1	160.00	160.00
Premium Shrouds	Cybox Premium Shrouds, CY-EGLNX-ENC - Monaco	9	150.00	1,350.00
	Core			



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Quotation/Order Form

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Bill To:
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Ship To:
City of Fort Lupton Recreation Center 203 S. Harrison St Fort Lupton, CO 80621 Stacey Keanaaina 303-857-4200, ext. 6165

Terms	Rep	FOB
Net 15	KG	

Item	Description	Qty	Unit Price	Total
13200	Cybox VR1 Dual Ab/Back Extension, 13200 Warranty: Frame: 10 years / Parts: 2 years / Labor: 1 year / Belts, Cables, Grips, and Upholstery: 120 days	1	4,617.00	4,617.00
VR1 weight option	Cybox VR1 increment weight option (adds 5lb to light stacks, and 7.5lb to standard stacks)	1	160.00	160.00
	Power Play Add on			
PP-ADC	Cybox PWR Play Dip / Chin Assist. PP-ADC Free Weight Upgrade - Trade in Incline Oly Bench.	1	3,505.00	3,505.00
STR-HR	Cybox Half Rack. STR-HR **must add (1) Rear X-Member**	1	2,132.00	2,132.00
ST-XM42-66017	Cybox 42" Rear X-Member - Multi Grip.(add to structure base rack configuration) ST-XM42-66017	1	200.00	200.00
STR-MAB	Cybox Multi-Adjustable Bench. STR-MAB Charcoal Uprights / Platinum Cross Members - Charcoal / Upholstery TBD	1	928.00	928.00
	Subtotal	26		74,000.00
803OU-45	TKO 45 lb Olympic Urethane Tri-Grip Plate with Insert. 803OU-45	6	161.10	966.60
803OU-35	TKO 35lb Olympic Urethane Tri-Grip Plate with Insert. 803OU-35	2	125.30	250.60



Quotation/Order Form

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Terms	Rep	FOB
Net 15	KG	

Item	Description	Qty	Unit Price	Total
803OU-25	TKO 25 lb Olympic Urethane Tri-Grip Plate with Insert. 803OU-25	4	89.50	358.00
803OU-10	TKO 10 lb Olympic Urethane Tri-Grip Plate with Insert. 803OU-10	4	35.80	143.20
803OU-5	TKO 5 lb Olympic Urethane Tri-Grip Plate with Insert. 803OU-5	4	18.00	72.00
803OU-2.5	TKO 2.5 lb Olympic Urethane Tri-Grip Plate with Insert. 803OU-2.5	2	9.00	18.00
813OB-86MB	TKO 7' Olympic Bar, 1500lb Needle Bearing Chrome - 813OB-86MB	1	320.00	320.00
812LBC	TKO Lock Jaw Collar, 812LBC	2	56.00	112.00
	Subtotal	25		2,240.40
Tariff - TKO Sports	Steel Import Tariff		10.00%	224.04
	Subtotal			2,464.44
Discount	Discount - A - CPRA - Sourcewell (Contract # 120215-LFF) with trade in of 15pcs Magnum Circuit and 1 Olympic incline bench.		-22,164.00	-22,164.00
Strength Freight/Install	Strength Equipment Freight Delivery/Installation		2,685.00 2,726.00	2,685.00 2,726.00



Quotation/Order Form

12386 North Dumont Way #100 Littleton, CO, 80125
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Terms	Rep	FOB
Net 15	KG	

Item	Description	Qty	Unit Price	Total
Value Add	The Following Value Add Services are Included at No Charge: * In-Service Orientation * CAD Facility Design * Priority Service Status (48Hr Response Time) * Preventative Maintenance Orientation * Liability Sign & Waiver Samples		0.00	0.00
Secure Equipment	NOTE: SECURING EQUIPMENT: Strength machines have holes in the feet which allow for ease in anchoring to the floor. Manufacturer strongly recommends that the equipment be anchored/secured to a solid, level surface to eliminate rocking, tipping or falling over due to incorrect usage or misuse. *Anchoring equipment is the responsibility of the customer*		0.00	0.00

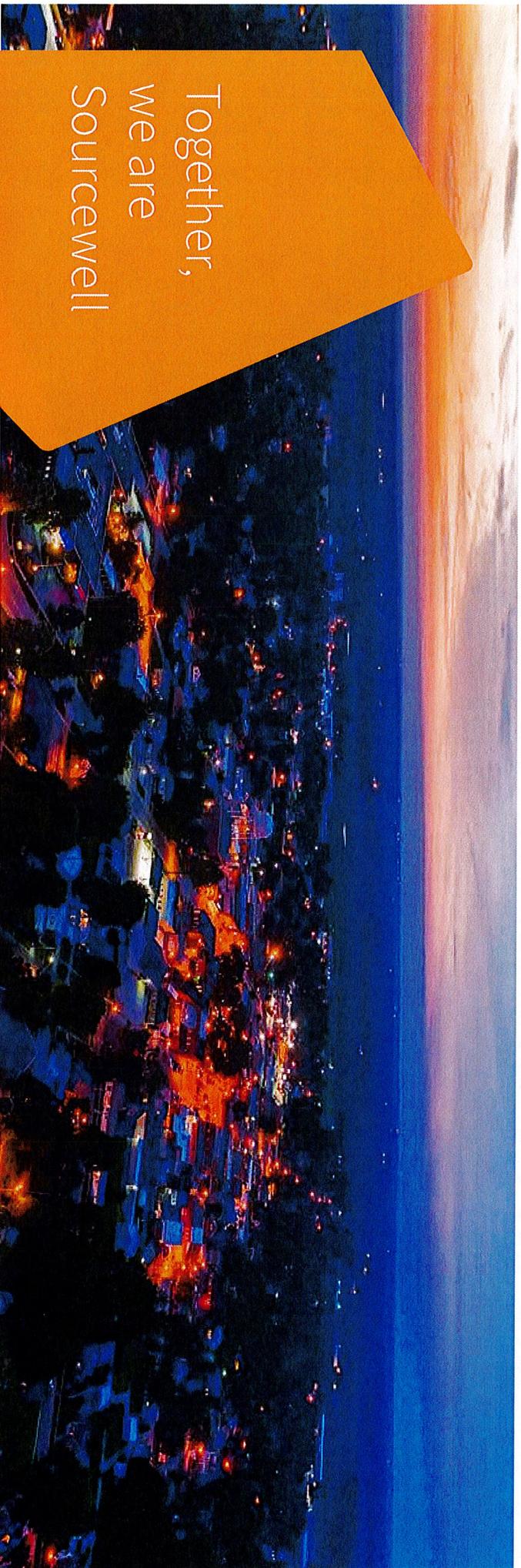
* *Please note:
 Prices valid for 30 days from date of quote.
 Storage fees may be charged if CFS is not notified of a shipping delay 2 weeks prior to product shipment from the manufacturer. Buyer is responsible for any freight, labor or storage charges incurred as a result of any changes made after 2 week cut off. If any portion of the order is cancelled within the two week time frame, there will be a 25% restocking fee. Custom orders carry a 100% restocking fee. Please address all changes in writing and fax to 720-479-8201. All orders are subject to credit approval prior to shipment. Buyer is responsible for all costs of collection including seller's reasonable attorney's fees. All unpaid amounts will accrue interest at the rate of 1.5% a month. All sales are subject to local area sales tax rates.

Subtotal	\$59,711.44
Sales Tax (6.9%)	\$0.00
Total	\$59,711.44

Authorized Signature & Title _____

Cooperative Purchasing Reference Guide

Your guide for sourcing success



Together,
we are
Sourcewell

Cooperative Purchasing

Cooperative purchasing is procurement conducted by, or on behalf of, one or more governmental units for use by other governmental units.



Compliant

- Our process can be trusted to satisfy your bid requirements
- We are a government agency that works like you
- Achievement of Excellence in Procurement recipient



Competitive

- Buying power of 50,000 members
- Contracts offer ceiling-based pricing and volume discounts



Convenient

- More than 300 quality vendors holding competitively awarded contracts
- Full suite of options for a complete solution
- Easy, no-cost membership

Become a member

Membership is free. Just fill out an online or paper application. A membership legal agreement is available if needed. After submitting your application, you will receive a Sourcewell Member ID number electronically and a welcome packet by mail.

- Online at: www.sourcewell-mn.gov/become-member
- Through hard copy participation membership application (download from our website)
- Through "Joint Exercise of Powers" or "Interlocal" agreements

Make a purchase

Browse our catalog of nationally awarded vendors online. Contact the vendor directly and inform them of your interest in using the Sourcewell contract. OR use our expertise — contact our membership team. We want to be your guide.

For more information, contact our membership team:
877-585-9706
membership@sourcewell-mn.gov

Our Process

Cooperative purchasing is procurement conducted by, or on behalf of, one or more governmental units for use by other governmental units.

Our user-friendly process—the consistency of our documents, forms, and evaluation criteria—is among our greatest assets.

We continuously refine our efforts to meet the changing needs of our members. The result is a national, competitive procurement process that is valued by our members and satisfies state-specific procurement requirements.

Our members add value to these steps by understanding their local procurement requirements and assessing their ability to legally access and utilize Sourcwell contracts.

Competitive Procurement Process

1. **Scope of Solicitation**
We determine the scope of each competitive solicitation by identifying the needs of our members. This is accomplished through daily interactions and guidance from our members.
2. **Authorization from Sourcwell's Board of Directors**
Before initiating a solicitation, we seek permission from the publicly elected Sourcwell Board of Directors.
3. **Public Notice and Advertising**
Upon approval from the Board, we issue a public notice and advertisement. Refer to www.sourcwell-mn.gov/process for specific advertising locations.
4. **Proposal Receipt and Opening**
We time and date stamp each proposal upon receipt at our office in Staples, MN. We conduct a public-proposal opening at a time, date, and place specified in the solicitation.
5. **Objective Evaluation**
At the proposal opening, we evaluate the responsiveness of each proposal received. The evaluation committee then presents its recommendations to the chief procurement officer (CPO) for final review and approval.
6. **Official Award**
Upon approval by the CPO and ratification by the Sourcwell Board of Directors, we award the recommended vendor(s) a four-year contract with the potential for a one-year extension. The Procurement Department sends a Notice of Award or Non-Award to all respondents via email.
7. **Posting and Review of Approved Contract Documents**
Sourcwell maintains a complete procurement file, and contract documentation is posted on our website. We periodically review all awarded contracts for compliance and effectiveness. In addition, Sourcwell may review and approve price and product changes at the vendor's request.

The Sourcwell Advantage

Sourcwell is a self-funded government organization. We partner with government, education, and nonprofit entities to boost student and community success.

You can confidently partner with Sourcwell because we:

Value Independence

- As a government agency authorized by the state of Minnesota, we can enter into contracts and operate as our own cooperative purchasing lead agency. (See enabling legislation on page 6)
- We adhere to competitive solicitation requirements of the Uniform Municipal Contracting Law.
- We award most contracts cooperatively, but you purchase from local dealers and providers.
- Contract terms allow you to propose supplemental terms and conditions.

Lead the way

- Choice of high-quality equipment/products/services—300 North American vendor contracts and more than 500 construction contracts.
- We eliminate low-bid, low-quality issues. You capture lifecycle-cost savings. Our contracts are tailored to you with solutions-based solicitations.
 - Basic to fully customized solutions available when you choose from a suite of options.

Read the fine print

- Proven procurement process, refined over 40 years. (See prior page.)
- Contracts competitively solicited on your behalf and awarded by our CPO and elected board.
- The documentation you need is right at your fingertips—with a complete procurement file posted on our website Sourcwell-mn.gov.

Make purchasing easy

- Browse our catalog of awarded vendors online.
- Members can then contact the vendor directly and tell them you'd like to use the Sourcwell contract.
 - If not a member, check out how easy it is to join on page 3.
- Tap into our expertise by contacting our membership team: 877-585-9706 or membership@sourcwell-mn.gov.



3-time recipient of the Achievement of Excellence in Procurement award.

Frequently Asked Questions

- Q. Who is Sourcwell?**
- A. Sourcwell, formerly National Joint Powers Alliance, is a local unit of government, a public corporation and agency under the Minnesota Constitution and its enabling law, Minnesota Statutes § 123A.21. Sourcwell employees are government employees.
- Q. What is Sourcwell's primary purpose?**
- A. Sourcwell is a service cooperative created to provide programs and services to members in the government, education, and nonprofit sectors. Its statutory purpose is to assist members in meeting specific needs which are more efficiently delivered cooperatively than by an entity individually. Minn. Stat. § 123A.21, subd. 2.
- Q. Is cooperative purchasing one of Sourcwell's authorized activities?**
- A. Sourcwell is authorized to establish cooperative purchasing contracts on behalf of itself and its members. Sourcwell follows the competitive contract law requirements under Minnesota Statutes § 471.345, to solicit, evaluate, and award these contracts.
- Q. How is Sourcwell governed?**
- A. Sourcwell is governed by an eight-member Board of Directors made up of local elected officials including county commissioners, city council members, mayors, and school board members.
- Q. Who is eligible for membership, and how much does it cost?**
- A. Membership is free and available to all government, education, and nonprofit entities.
- Q. How do we join Sourcwell?**
- A. You can join by submitting an online membership application at: [Sourcwell-mn.gov/join](https://www.sourcwell-mn.gov/join) or by submitting a paper application.
- Q. What specific statute gives my agency the authority to participate?**
- A. Joint powers and cooperative purchasing laws authorize members to access Sourcwell cooperative purchasing contracts. Sourcwell members are responsible for ensuring compliance with state and local laws in their respective jurisdictions. A comprehensive list of state laws is included on the Sourcwell website on the "Compliance and Legal" page.
- Sourcwell continuously monitors changing laws and regulations affecting cooperative purchasing. For questions about state-specific compliance or contract-use requirements, please contact contract.administration@sourcwell-mn.gov.
- Q. Can my agency use Sourcwell contracts without issuing our own solicitation?**
- A. Sourcwell contracts are competitively solicited on behalf of Sourcwell and its members. Individual members are free to determine whether the awarded contracts meet their needs.

Frequently Asked Questions

- Q. Does Sourcwell's procurement process meet federal procurement standards, including the Office of Management and Budget Uniform Guidance (2 CFR Part 200)?**
- A. Sourcwell's procurement process is continuously improved to ensure compliance with state and federal requirements affecting our members' ability to use cooperative purchasing contracts. Standard federal terms and conditions are included in Sourcwell solicitations and contracts. For specific compliance questions, please contact contract.administration@sourcwell-mn.gov.
- Q. How do I obtain copies of the legal documents associated with each contract?**
- A. Contracts and solicitation documents are available under the "Contract Documentation" tab on each vendor's page on the Sourcwell website. Please follow the instructions under each vendor's "Pricing" tab to access pricing for specific contracts. Due to pricing complexity, some pricing is only available upon request. Procurement files are also available upon request.
- Q. As a Sourcwell member, are we able to buy from other contracts?**
- A. Sourcwell membership and contracts are nonexclusive with no obligation to purchase.
- Q. How is Sourcwell funded?**
- A. Sourcwell is funded by administrative fees paid by vendors. When Sourcwell awards a contract, that vendor realizes substantial efficiencies in the form of thousands of sales opportunities. Vendors pay a percentage of those sales to Sourcwell to cover costs related to the procurement process and to offset general operating costs.

Material prepared and provided by Sourcwell is intended as informational and for reference purposes, but is not legal advice. We recognize your responsibility to ensure the Sourcwell procurement process complies with your local laws.



Cooperative Purchasing

Sourcewell creates cooperative contract purchasing solutions on behalf of its member agencies. Cooperative contracts offer both time and money savings for users by consolidating the efforts of numerous individually prepared solicitations into one, cooperatively shared process—taking advantage of the volume pricing generated by 50,000 members across North America.

Join and Purchase

Visit sourcewell-mn.gov/cooperative-purchasing or turn to page 3 for more details.

We want to be your guide.

Contact our membership team:

877-585-9706

membership@sourcewell-mn.gov

**CITY OF FORT LUPTON
CITY COUNCIL**



Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Michael Sanchez, Ward 3

Zo Stieber, Mayor

David Crespín, Ward 1
Tommy Holton, Ward 2
Michael Long, Ward 3

AM 2020-004

ACCEPTING A PROPOSAL FROM RECREATION BY LEMMIE JONES, LLC TO PURCHASE, INSTALL AND FABRICATE A SPIRAL STAIRWELL SLIDE AND STEEL COLUMNS FOR THE RECREATION CENTER FOR AN AMOUNT NOT TO EXCEED \$147,800.00.

I. **Agenda Date:** Council Meeting – January 7, 2020

II. **Attachments:** a. Invoice Quotation Order Form
b. Pictures of existing stairwell

III. **Summary Statement:**

The Recreation Department would like to proceed to have Recreation by Lemmie Jones, LLC remove, and install a new slide stairwell that will need to be custom fabricated to fit the existing slide plume in the pool as the existing slide tower staircase is experiencing a heavy amount of rusting for an amount of \$147,800.00.

IV. **Submitted by:**

Monty Schuman Recreation Director

V. **Finance Reviewed**

Finance Director

VI. **Approved for Presentation:**

City Administrator

VII. **Attorney Reviewed**

Approved

VIII. **Certification of Council Approval:**

City Clerk

Date

IX. Detail of Issue/Request:

The staff has spent the last couple of years looking at possible options for replacing the slide stairwell due to heavy rusting on the existing unit. It will require a custom fabrication of the unit to get it to properly fit the existing water slide plume. This will include replacing the entire stairwell and pillars that hold the structure up. The existing stairwell has continued to rust and requires hours of maintenance and care. This will be a special order item and is only available from a sole source. The tread design that they use is also a one of kind tread. Recreation by Lemmie Jones, LLC is the only pool installer and manufacture that we can get to fabricate the unit that we need. The rusting of the unit has started to get to the point that we need to address this issue before it becomes a safety concern. Timing is critical for this project to be able to get the unit replaced by summer which is our busiest time.

X. Legal/Political Considerations:

None expected.

XI. Alternatives/Options:

There are very limited options without replacing the entire slide which would put the cost in the low \$200,000.00 which we feel in not necessary due to the good shape the plume is in.

XII. Financial Considerations:

The slide replacement was budgeted for and is under the amount budgeted of \$150,000.00.

XIII. Staff Recommendation:

Staff recommends to approve the purchase and removal and install of the slide stairwell, steel columns and fabrication of the unit for an amount not to exceed \$147,800.00.

Recreation by Lemmie Jones, LLC
2332 Sierra Lane
Carthage, MO 64836 US
1-417-793-1613
lemmie@recreationbylemmiejones.com
www.recreationbylemmiejones.com



INVOICE

BILL TO

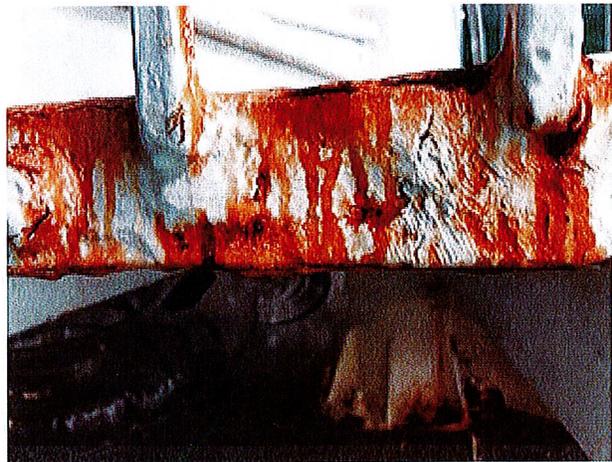
Monty Schuman
City of Fort Lupton Parks &
Recreation
203 S. Harrison Avenue
Fort Lupton, CO 80621 USA

INVOICE # RLJ2019-053
DATE 12/27/2019
DUE DATE 01/17/2020
TERMS Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
12/27/2019	Sales	Spiral Stair for Indoor Water Slide Tear-Out and Replace with New Tower Structure. Current Water Slide and Support Structure to remain in place. Dumpsters and Haul-Off of Scrap Material - By Others. [Lead-Time is currently 16 Weeks as of December 27, 2019. 1st Payment to be received by January 17, 2020 to deliver to the job-site by May 4, 2020. Tentative Completion Date is May 22, 2020. Schedule and Installer can not be locked in until signed Agreement and Initial Payment is received.] Payment Terms: 20% Upon Award of Contract / 25% Upon Delivery of Permit Drawings and Start of Manufacturing / 25% Upon Significant Completion of Work-In-Process with Photo Documentation / 25% Upon Delivery to the Job-Site / 5% Upon Completion of Installation.	1	147,800.00	147,800.00

BALANCE DUE

\$147,800.00



**CITY OF FORT LUPTON
CITY COUNCIL**



Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Michael Sanchez, Ward 3

Zo Stieber, Mayor

David Crespin, Ward 1
Tommy Holton, Ward 2
, Ward 3

AM 2020-005

ADOPT THE THREE MILE AREA PLAN FOR 2020

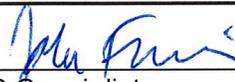
- I. **Agenda Date:** Council Meeting – January 7, 2020

- II. **Attachments:**
 - a. Proposed Resolution No. 2020Rxxx
 - b. Three Mile Area Plan Report & Maps

III. **Summary Statement:**

Colorado Revised Statute § 31-12-105(1)(e), as amended, requires that there be a plan in place for an area extending three miles outside of the existing City boundaries. The Three Mile Area Plan will provide a guide for the City’s future annexation projects.

IV. **Submitted by:**



GIS Specialist

V. **Finance Reviewed**



Finance Director

VI. **Approved for Presentation:**

City Administrator

VII. **Attorney Reviewed**

_____ Approved _____ Pending Approval

VIII. **Certification of Council Approval:**

_____ Date

IX. Detail of Issue/Request:

The City of Fort Lupton's Three Mile Area Plan provides direction concerning land use issues and infrastructure needs for lands within three (3) miles of the current boundaries of the City of Fort Lupton. The plan identifies issues that should be taken into consideration prior to any parcel of land being annexed into the City of Fort Lupton, but does not propose the annexation of any lands near the City of Fort Lupton. Annexation of any land into the City of Fort Lupton remains an individual landowner decision. Finally, this Plan addresses requirements for the Three Mile Area Plan as outlined in Colorado Revised Statute § 31-12-105(1)(e), as amended.

X. Legal/Political Considerations:

If adopted the Three Mile Area Plan for 2020 will be provided to Weld County in conformance with the existing Coordinated Planning Agreement.

XI. Alternatives/Options:

None

XII. Financial Considerations:

Not applicable

XIII. Staff Recommendation:

Staff recommends Council adopt the proposed Three Mile Area Plan for 2020.

RESOLUTION NO. 2020Rxxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE CITY OF FORT LUPTON THREE MILE AREA PLAN

WHEREAS, the City Council finds that the Three Mile Area Plan provides as a guide giving direction to land use issues and infrastructure needs for lands within three (3) miles of the current boundaries of the City, and

WHEREAS, Colorado Revised Statute § 31-12-105(1)(e), as amended, addresses requirements for Three Mile Area Plans, and

WHEREAS, the Three Mile Area Plan conforms to the Colorado Revised Statutes and City codes and policies therein, and

WHEREAS, all submittal requirements for the public meeting have been met, and

WHEREAS, the City Council reviewed the Three Mile Area Plan and supporting documentation, referral comments, as well as citizen input in response to this Plan.

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby approve the Three Mile Area Plan for the year 2020.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 7th DAY OF JANUARY 2020.

City of Fort Lupton

Zo Stieber, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

City of Fort Lupton, Colorado

Three Mile Area Plan

Adopted January 2020



COME PAINT YOUR FUTURE WITH US

Contents

INTRODUCTION	3
METHODOLOGY	4
STUDY AREA	5
STATUTORY REQUIREMENT	6
ANNEXATION ELIGIBILITY AND PROCESSING REQUIREMENT.....	7
CITY PERSPECTIVE ON ANNEXATION	8
3 MILE AREA COOPERATION	9
QUADRANT I.....	10
QUADRANT II.....	12
QUADRANT III.....	14
QUADRANT IV	16
3- MILE ACRE TABULATION	18
CONCLUSION.....	19
THREE MILE AREA BUFFER (FULL MAP)	i
THREE MILE AREA BUFFER (QUADRANT I)	ii
THREE MILE AREA BUFFER (QUADRANT II).....	iii
THREE MILE AREA BUFFER (QUADRANT III)	iv
THREE MILE AREA BUFFER (QUADRANT IV)	v

This Plan has been created by the planning staff at the City of Fort Lupton,
130 South McKinley Avenue,
Fort Lupton, Colorado 80621

INTRODUCTION

The City of Fort Lupton Three Mile Area Plan provides direction concerning land use issues and infrastructure needs for lands within three (3) miles of the current boundaries of the City of Fort Lupton. The Plan identifies issues that should be addressed prior to any parcel of land being annexed into the City of Fort Lupton, but does not propose the annexation of any lands near the City of Fort Lupton. Annexation of any land into the City of Fort Lupton remains a decision of the individual landowner. Finally, this Plan addresses requirements for the Three Mile Area Plan, as outlined in the Colorado Revised Statute 31-12-105 (1) (e), as amended.

The City of Fort Lupton needs to ensure that annexation opportunities are evaluated through careful consideration of both the current and future interests and needs of the community. The City of Fort Lupton has identified a desire to annex lands in an orderly manner that balances both the short and long term fiscal needs of the community. Annexation proposals should also balance business, residential and industrial land uses, to the greatest extent possible; with park and open space uses reserved to help maintain a balance of land uses within the community. Successful annexation applications to the City of Fort Lupton should focus on how any particular annexation will meet the goals of the Fort Lupton community as identified in the Comprehensive Plan. Annexation is a discretionary act available to the City of Fort Lupton; the submittal of an annexation petition is no guarantee that the subject property will be annexed into the community.

The City of Fort Lupton wishes to continue to work with Weld County to ensure that there is a smooth transition of land uses from urban to rural in the area near Fort Lupton. This plan was developed using a visual survey of the area, mapping information from the City of Fort Lupton and Weld County Planning Departments, and review by the City of Fort Lupton Planning Commission and City Council.

METHODOLOGY

Criteria to be considered when determining which lands near the City of Fort Lupton might be desirable for annexation include:

- Areas which will broaden the range of housing types in the City of Fort Lupton and expand the permanent resident population.
- Areas that have enough buildable land so that all desired City land uses can be accommodated.
- Areas close to the City that are, or can easily be, urban in nature and can be served by City services and utilities with little or no negative physical or economic impact on the community.
- Areas that help strengthen the economy of Fort Lupton.
- Areas that promote infill development.
- Areas that share a community of interest with the City of Fort Lupton.

No land in unincorporated Weld County is specifically designated for annexation in this plan. The analysis that follows will only identify areas that may be considered desirable for future urban uses, can easily be served by current services and facilities, are existing residential subdivisions, are needed to provide open space for the community, or will be logical for the expansion of the City of Fort Lupton urban area.

Thanks are due to the Planning Commission, City Council, and the planning staff of the City of Fort Lupton for their thorough review of this document. Comments from the entire process have been incorporated into the adopted Plan.

STUDY AREA

To address the lands within a three (3) mile area of the City of Fort Lupton, the Plan divides the area into four (4) quadrants, identified as Quadrant I, Quadrant II, Quadrant III, and Quadrant IV. Specific areas referred to in the Three Mile Area Plan will be done by the Township Range style, a common method for identifying land areas across the United States.

The location of each of the quadrants within the three (3) mile area is identified on the Three Mile Area Boundary Map. The general character of each of the four (4) quadrants is described and classified according to the following six (6) categories:

- Description
- Land Use
- Community Services
- Transportation
- Utility Provisions
- Open Space, Parks, and Recreation

The four (4) quadrants are included within the City of Fort Lupton Three Mile Area Plan and are generally eligible for annexation to the City of Fort Lupton, under the provisions of the Colorado Revised Statutes. Inclusion in this plan does not assume properties will be annexed into the City or guarantee annexation, should it be requested by property owners.

For analysis purposes, the lands within three (3) miles of the corporate limits of the City of Fort Lupton have been divided into four (4) quadrants. The organization of the sections or quadrants was based on the professional judgment of the City of Fort Lupton planning staff. The quadrant boundaries were determined by using the major arterial highways of Colorado State Highway (SH) 52 and United States Highway (US) 85, as a guide.

STATUTORY REQUIREMENT

According to Colorado Revised Statute 31-12-105 (1) (e), as amended, the Three Mile Area Plan shall generally describe the location, character, and extent of areas within three (3) miles of the City boundary and shall address streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, other public ways, grounds, public utilities, proposed land use, terminals for water, light, sanitation, transportation, and power to be provided by the municipality; some of these items will not be considered or addressed by this Plan, as they are not relevant to the City (e.g. subway). Those relevant items will be discussed within each annexation category or quadrant. In addition, the potential impact on community services such as police, fire, schools and administrative services is contemplated in each category analysis.

ANNEXATION ELIGIBILITY AND PROCESSING REQUIREMENT

An annexation petition must meet all of the requirements of the Colorado Municipal Annexation Act and its amendments, as well as applicable and specific City of Fort Lupton Municipal Code criteria. In addition, a conceptual planning map(s) shall be provided that illustrates all existing and proposed streets, easements, and other right-of-way connections in the subject property to the existing City streets and right-of-way; location of the current and proposed City boundary; and proposed land use and zoning concepts, if developed.

CITY PERSPECTIVE ON ANNEXATION

The current position of the City of Fort Lupton is to annex those lands that offer material benefit to the City's infrastructure and economic development, while not compromising its small town atmosphere. While infill development would afford some potential for development within the current City boundaries, other opportunities are available on nearby lands. These lands lend themselves to a mixture of commercial, industrial, and residential development, the conservation of open space, and the creation of recreational opportunities. Annexation requests that demonstrate favorable benefits to the residents and taxpayers of the City and contribute to the City's goals for quality growth and enhanced community character will be favorably considered for inclusion into the City. In addition, the City desires to control the development of adjacent private lands in order to preserve and promote the best interests of the City and its citizens.

The City intends to ensure that adequate community resources, public facilities, and services are in place or provided for at the time of new development in the City of Fort Lupton. Facilities and services include but are not limited to potable water supply, wastewater treatment, storm water drainage, fire protection, police protection, parks, libraries, and schools. The City of Fort Lupton will assess the proportionate share of costs of expanding facilities to new development. However, in general, new development in the City of Fort Lupton should pay its own way, and cover the capital costs of infrastructure and maintenance.

3 MILE AREA COOPERATION

The City of Fort Lupton works cooperatively with Weld County and neighboring municipalities on the review of development proposals in the area near the City of Fort Lupton. Weld County provides the City with the opportunity to review and comment on any development proposal within three (3) miles of the City limits; Fort Lupton has responded when projects warranted a response. The City, County, and neighboring municipalities should strive to take a consistent approach to land use development.

QUADRANT I

Description:

Township 2 North, Range 65 West, Sections 19 and 29-32, and *parts* of Sections 18 and 20. Township 2 North, Range 66 West, Sections 5, 8, 9, 14-17, 20-29, and 32-36, and *parts* of Sections 4, 6, 7, 10, 13, 18, and 31. In addition, *parts* of Sections 5 and 6 in Township 1 North, Range 65 West, *parts* of Sections 1-6 in Township 1 North, 66 West, and *parts* of Sections 29-33 in Township 3 North, Range 66 West. This area totals thirty-six (36) square miles.

The vegetation of the quadrant is generally made up of dry land agriculture, grass dominated, shrub/grass/forb mix, and irrigated agriculture. The topography is generally flat; the hydrology of the quadrant includes the Platteville and Fulton Ditches.

Land Use:

Rural residential, homesteads, dry agriculture, irrigated agriculture, oil and gas facilities, Platte Valley Air Park, water storage, a transmission power station, the City of Fort Lupton Water Treatment Plant, commercial, and industrial uses currently make up the land uses found in the area identified as Quadrant I.

As identified in the City of Fort Lupton Comprehensive Plan, land use types identified for this area include Agricultural & Rural Residential, Single-Family Detached, Single-Family Attached, Multifamily, Commercial General, Commercial Transition, Downtown Mixed-Use, Industrial, Light Industrial & Office, Parks & Open Space, and Public / Semi-Public. Scattered homesteads, mobile homes, commercial, and industrial uses define the area. The average parcel size, outside the City limits and within the three mile boundary, is nineteen (19) acres.

Some areas within the quadrant, located adjacent to US 85, south of County Road (CR) 16 and north of SH 52 are considered an enclave. Annexation of these areas into the City would promote infill development.

Transportation:

The quadrant is bound to the south by SH 52 and to the west by US 85, providing arterial access to the area. CR 14, 16, 18, 20, 22, 26, 28, and 37 provide primary access; in addition, a handful of drives, roads, and lanes are located throughout the quadrant.

Utility Provisions:

City water utilities extend east on 14th Street to CR 33, north to CR 16 and east to the City of Fort Lupton Water Treatment Plant, located east of CR 35. In addition, Central Weld Water District, and individual well and septic systems serve the area.

Community Services:

Currently the Weld County Sheriff's Department, Fort Lupton Fire Protection District, and Weld County RE-8 School District provide services to the unincorporated area. In the event of annexation, fire protection and the school district would remain the same. Police protection, however, would be provided by the City of Fort Lupton Police Department.

Open Space, Parks & Recreation:

Much of the land in this area is dry agricultural and irrigated agricultural land. The City of Fort Lupton Comprehensive Plan designates some land in this quadrant for trail access, and parks and open space. Should the City of Fort Lupton ever develop to the point of annexing land in this area, planning should include discussions on preserving as much open farm and ranch land as possible. If annexed, park, recreation, open space, and trail opportunities should be developed in accordance with the City of Fort Lupton Comprehensive Plan.

Summary:

As indicated under the *Methodology* section of this document, land located in Quadrant I generally meets the criteria for determining which lands near the City of Fort Lupton might be desirable for annexation. Annexation of certain lands within this area would be logical for the expansion of the City of Fort Lupton urban area. The current and proposed community and utility services retain the capacity of meeting current obligations, while supporting future needs.

QUADRANT II

Description:

Township 2 North, Range 66 West, Sections 19 and 30, and *parts* of Sections 6, 7, 18, and 31. Township 2 North, Range 67 West, Sections 1-5, 8-17, 20-29 and 31-36, and *parts* of Sections 6, 7, 18, 19, and 30. Township 3 North, Range 67 West, Sections 26, 27, 32-36, and *parts* of Sections 25, and 28-31. In addition, *parts* of Section 6 in Township 1 North, Range 66 West, *parts* of Sections 1-5 in Township 1 North, Range 67 West, and *parts* of Sections 30 and 31 in Township 3 North, Range 66 West. This area totals fifty-three (53) square miles.

The vegetation of the quadrant is generally made up of dry land agriculture, grass dominated, shrub/grass/forb mix, and irrigated agriculture. The topography is generally flat; the hydrology of the quadrant includes the South Platte River, located west of US 85. The area along the South Platte River is identified as a Riparian Resource. Wildlife habitat of the area around the South Platte River includes: Geese, Great Blue Heron, Bald Eagle, Pelican, White Tail Deer, and Turkey habitat.

Land Use:

Rural residential, homesteads, farming, ranching, oil and gas facilities, gravel mining, water storage, commercial, and industrial use currently make up the land uses found in the area identified as Quadrant II.

As identified in the City of Fort Lupton Comprehensive Plan, land use types identified for this area include Agricultural & Rural Residential, Commercial Transition, Light Industrial & Office, Mineral Zone, Parks & Open Space, and Public / Semi-Public. Scattered homesteads, mobile homes, commercial and industrial uses define the area; the average parcel size, outside the City limits and within the three mile boundary, is five (5) acres.

Some areas within the City limits, located adjacent to US 85, south of CR 18 and north of SH 52 are considered an enclave. Annexation of these areas into the City would promote infill development.

Transportation:

The quadrant is bound to the south by SH 52 and to the east by US 85, providing arterial access to the area. CR 13, 14, 14.5, 15, 16, 17, 18, 19, 20, 21, 21.5, 22, 22.5, 23, 24, 24.5, 25, 25.5, 26, and 28, and SH 66 provide primary access; in addition, a handful of drives, roads, and lanes are located throughout the quadrant.

Utility Provisions:

Central Weld Water District, and individual well and septic systems serve the area residents.

Community Services:

Currently the Weld County Sheriff's Department, Fort Lupton Fire Protection District, and Weld County RE-8 School District provide services to the unincorporated area. In the event of annexation, fire protection and the school district would remain the same. Police protection, however, would be provided by the City of Fort Lupton Police Department.

Open Space, Parks & Recreation:

Much of the area is dry agricultural, irrigated agricultural and riparian lands. The City of Fort Lupton Comprehensive Plan designates some land in this quadrant for trail access, parks and open space. Should the City of Fort Lupton ever develop to the point of annexing land in this area, planning should include discussions on preserving as much open farm and ranch land as possible. If annexed, park, recreation, open space, and trail opportunities should be developed in accordance with the City of Fort Lupton Comprehensive Plan.

Summary:

Land located in Quadrant II generally meets the criteria for determining which lands near the City of Fort Lupton might be desirable for annexation. As indicated under the *Methodology* section of this document, lands in this area have the potential for annexation to the City. Annexation of certain lands within this area would be logical for the expansion of the City of Fort Lupton urban area.

QUADRANT III

Description:

Parts of Sections 6, 7, 18, 19, 30, and 31 in Township 1 North, Range 66 West. Township 1 North, Range 67 West, Sections 8-17, 20-27, and 36, and parts of Sections 1-7, 18, 19, 28, 29, 30, 34, and 35. This area totals thirty-three (33) square miles.

The vegetation of the quadrant is generally made up of dry land agriculture, grass dominated, shrub/grass/forb mix, and irrigated agriculture. The topography is generally flat; the hydrology of the quadrant includes the South Platte River, located west of US 85. The area along the South Platte River is identified as a Riparian Resource. Wildlife habitat of the area around the South Platte River includes: Geese, Great Blue Heron, Bald Eagle, Pelican, White Tail Deer, and Turkey habitat.

Land Use:

Rural residential, homesteads, dry agriculture, irrigated agriculture, oil and gas facilities, gravel mining, water storage, commercial, and industrial use currently make up the land uses found in the area identified as Quadrant III.

As identified in the City of Fort Lupton Comprehensive Plan, land use types identified for this area include Agricultural & Rural Residential, Commercial Transition, Light Industrial & Office, and Mineral Zone. Scattered homesteads, mobile homes, commercial and industrial uses define the area; the average parcel size, outside the City limits and within the three mile boundary, is nine (9) acres.

Some areas within the City limits, located adjacent to US 85, south of SH 52, are considered an enclave. Annexation of these areas into the City would promote infill development.

Transportation:

The quadrant is bound to the north by SH 52 and to the east by US 85, providing arterial access to the area. CR 2, 4, 6, 8, 10, 12, 13, 15, 17, 19, 21, and 23 provide primary access; in addition, a handful of drives, roads, and lanes are located throughout the quadrant.

Utility Provisions:

Central Weld Water District, and individual well and septic systems serve the area residents.

Community Services:

Currently the Weld County Sheriff's Department, Fort Lupton Fire Protection District, and Weld County RE-8 School District provide services to the unincorporated area. In the event of annexation, fire protection and the school district would remain the same. Police protection, however, would be provided by the City of Fort Lupton Police Department.

Open Space, Parks & Recreation:

Much of the area is dry agricultural, irrigated agricultural and riparian lands. The City of Fort Lupton Comprehensive Plan designates some land in this quadrant for trail access, parks and open space. Should the City of Fort Lupton ever develop to the point of annexing land in this area, planning should include discussions on preserving as much open farm and ranch land as possible. If annexed, park, recreation, open space, and trail opportunities should be developed in accordance with the City of Fort Lupton Comprehensive Plan.

Summary:

Land located in Quadrant III generally meets the criteria for determining which lands near the City of Fort Lupton might be desirable for annexation. As indicated under the *Methodology* section of this document, this area has the potential for annexation to the City. Annexation of certain lands within this area would be logical for the expansion of the City of Fort Lupton urban area.

QUADRANT IV

Description:

Township 1 North, Range 65 West, Section 7, and *parts* of Sections 5, 6, 8, and 18. Township 1 North, Range 66 West, Sections 8-17, 20-23, 27-29, 32-34, and parts of 1-7, 18, 19, 24, 26, 30, 31, and 35. The area totals thirty-three (33) square miles.

The vegetation of the quadrant is generally made up of dry land agriculture, grass dominated, shrub/grass/forb mix, and irrigated agriculture. The topography is generally flat; the hydrology of the quadrant includes the Fulton Ditch, located east of US 85.

Land Use:

Rural residential, homesteads, dry agriculture, irrigated agriculture, oil and gas facilities, commercial, and industrial uses currently make up the land uses found in the area identified as Quadrant IV.

As identified in the City of Fort Lupton Comprehensive Plan, land use types identified for this area include Agricultural & Rural Residential, Single-Family Detached, Single-Family Attached, Multifamily, Commercial General, Commercial Transition, Industrial, Light Industrial & Office, Parks & Open Space, and Public / Semi-Public. Scattered homesteads, mobile homes, commercial and industrial uses define the area; the average parcel size, outside the City limits and within the three mile boundary, is seven (7) acres.

Some areas within the City limits, located adjacent to US 85, south of SH 52, are considered an enclave. Annexation of these areas into the City would promote infill development.

Transportation:

The quadrant is bound to the north by SH 52 and to the west by US 85, providing arterial access to the area. CR 2, 4, 6, 8, 10, 12, 29, 31, 33, 35, and 37 provide primary access; in addition, a handful of drives, roads, and lanes are located throughout the quadrant.

Utility Provisions:

With the exception of water and sewer service extended south to CR 8 along CR 27 and water service extended east on CR 10.5 to CR 29, Central Weld Water District, and individual well and septic systems serve the area residents.

Community Services:

Currently the Weld County Sheriff's Department, Fort Lupton Fire Protection District, and Weld County RE-8 School District provide services to the unincorporated area. In the event of annexation, fire protection and the school district would remain the same. Police protection, however, would be provided by the City of Fort Lupton Police Department.

Open Space, Parks & Recreation:

Much of the land in this area is dry agricultural and irrigated agricultural land. The City of Fort Lupton Comprehensive Plan designates some land in this quadrant for trail access, parks and open space. Should the City of Fort Lupton ever develop to the point of annexing land in this area, planning should include discussions on preserving as much open farm and ranch land as possible. If annexed, park, recreation, open space, and trail opportunities should be developed in accordance with the City of Fort Lupton Comprehensive Plan.

Summary:

Land located in Quadrant IV generally meets the criteria for determining which lands near the City of Fort Lupton might be desirable for annexation. As indicated under the *Methodology* section of this document, this area has the potential for annexation to the City. Annexation of certain lands within this area would be logical for the expansion of the City of Fort Lupton urban area. The current and proposed community and utility services retain the capacity of meeting current obligations, while supporting future needs.

3- MILE ACRE TABULATION

QUADRANT	SQUARE MILES	TOTAL ACRES
I	35.6	22,763
II	53.3	34,115
III	32.5	20,805
IV	32.9	21,036

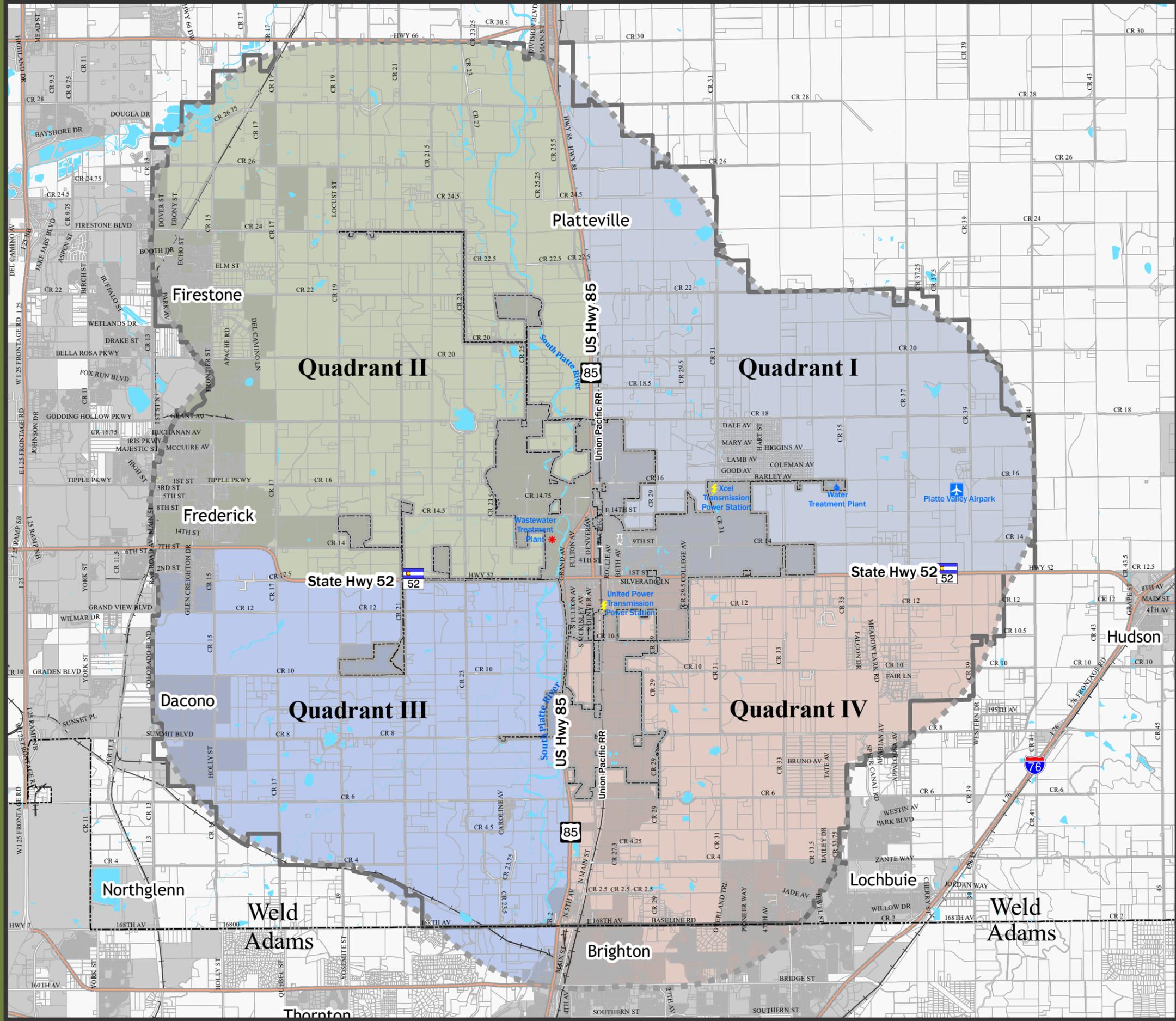
NOTE: In the case of identical ownership of properties that are within and extend beyond the three (3) mile area, the extended areas may be annexed so long as fifty (50) percent of the area lies within the three (3) mile boundary; in addition, the three (3) miles may be exceeded if necessary to annex an enterprise zone.

CONCLUSION

Land located in Quadrants I-IV generally meets the criteria for determining which lands near the City of Fort Lupton might be desirable for annexation. As indicated under the *Methodology* section of this document, lands in these areas have the potential for annexation to the City. While annexation of certain lands within this area would be logical for the expansion of the City of Fort Lupton urban area, the City of Fort Lupton will consider annexation where economically and environmentally logical. The current and proposed community and utility services retain the capacity of meeting current obligations, while supporting future needs.

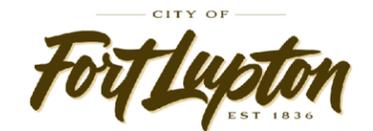
The City of Fort Lupton considers the Three Mile Area Plan as an important guiding document for potential growth. It is expected that any annexation consideration, county development, or known or unknown competing interests will follow the principles of this and other community planning documents in the areas identified.

City of Fort Lupton Three Mile Area Plan 2020



Legend

-  Three Mile Area Plan Boundary with Quadrants
-  Boundary of Weld County parcels with at least 50% area within the 3 Mile Buffer
-  Weld County Parcels/ Adams County Parcels
-  Fort Lupton City Limits
-  Roads
-  Highways
-  Railroads
-  Water
-  Airport
-  Transmission Power Station
-  Wastewater Treatment Plant
-  Water Treatment Plant

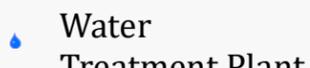


Data Sources: City of Fort Lupton GIS, Weld County GIS, Adams County GIS, Colorado Department of Transportation

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Quadrant I

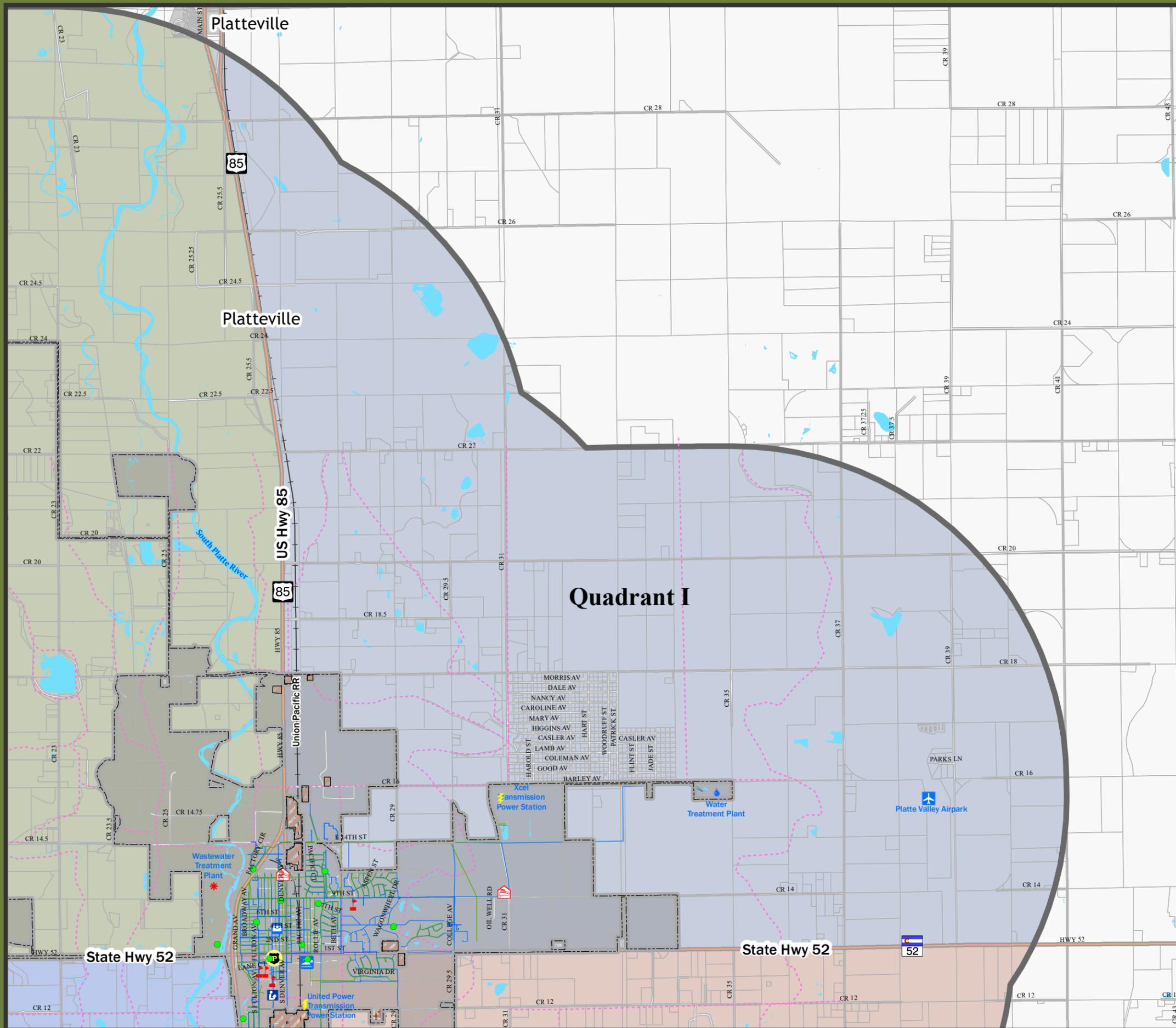
Legend

-  Three Mile Parcel Boundary with Quadrants
-  Weld County Parcels/ Adams County Parcels
-  Fort Lupton City Limits
-  Roads
-  Highways
-  Railroads
-  Water
-  Sanitary Sewer Lines
-  Waterlines
-  Planned Trails
-  Infill
-  Airport
-  Wastewater Treatment Plant
-  Transmission Power Station
-  Water Treatment Plant
-  Cemetery
-  Parks
-  Police Station
-  School
-  Fire Station
-  Post Office
-  Library
-  Rec Center



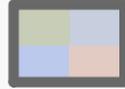
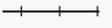
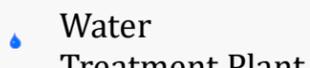
Data Sources: City of Fort Lupton GIS, Weld County GIS, Adams County GIS, Colorado Department of Transportation

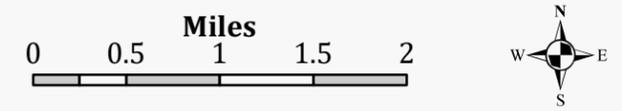
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Quadrant II

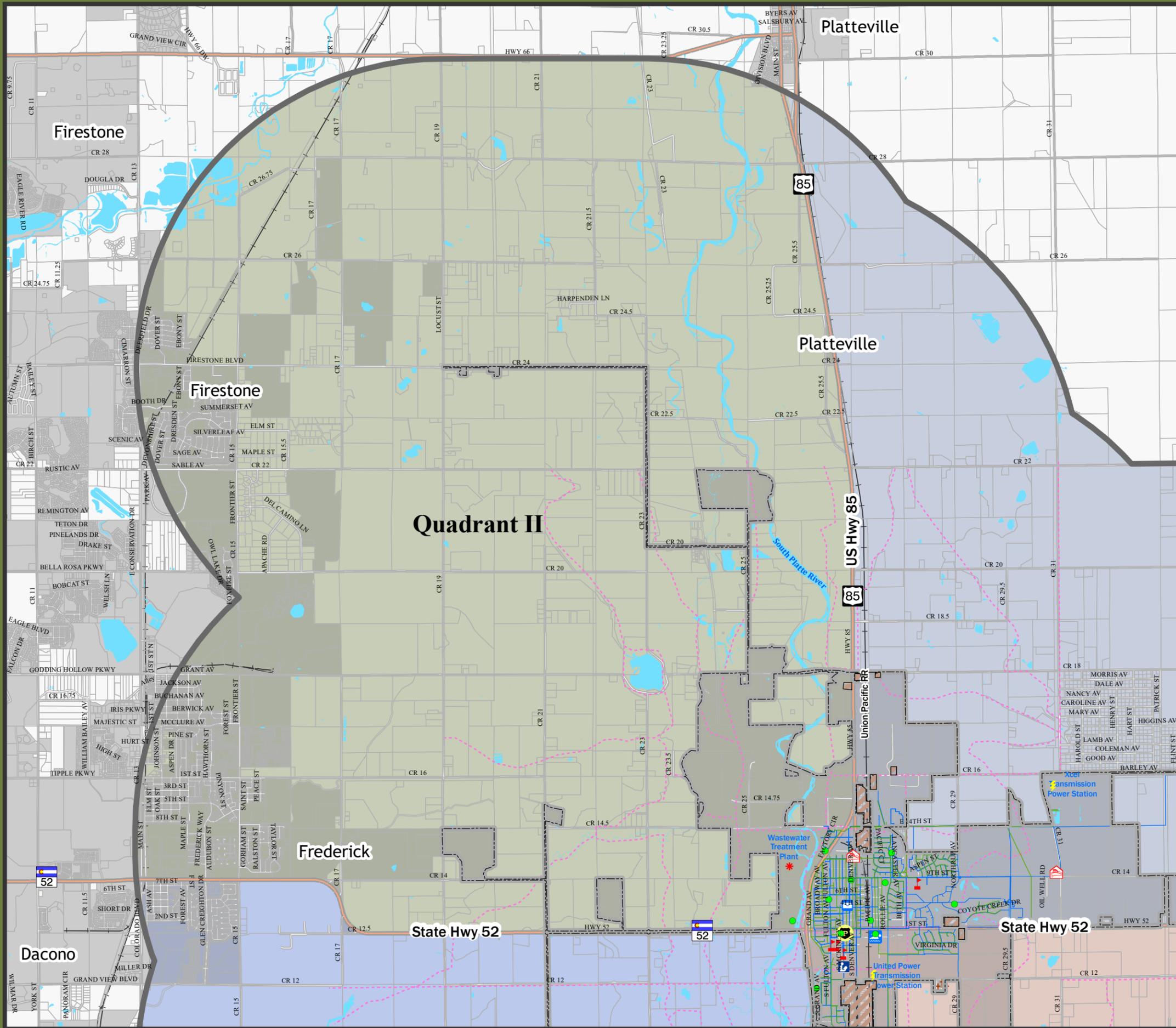
Legend

-  Three Mile Parcel Boundary with Quadrants
-  Weld County Parcels/ Adams County Parcels
-  Fort Lupton City Limits
-  Roads
-  Highways
-  Railroads
-  Water
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-  Cemetery
-  Parks
-  Police Station
-  School
-  Fire Station
-  Post Office
-  Library
-  Rec Center

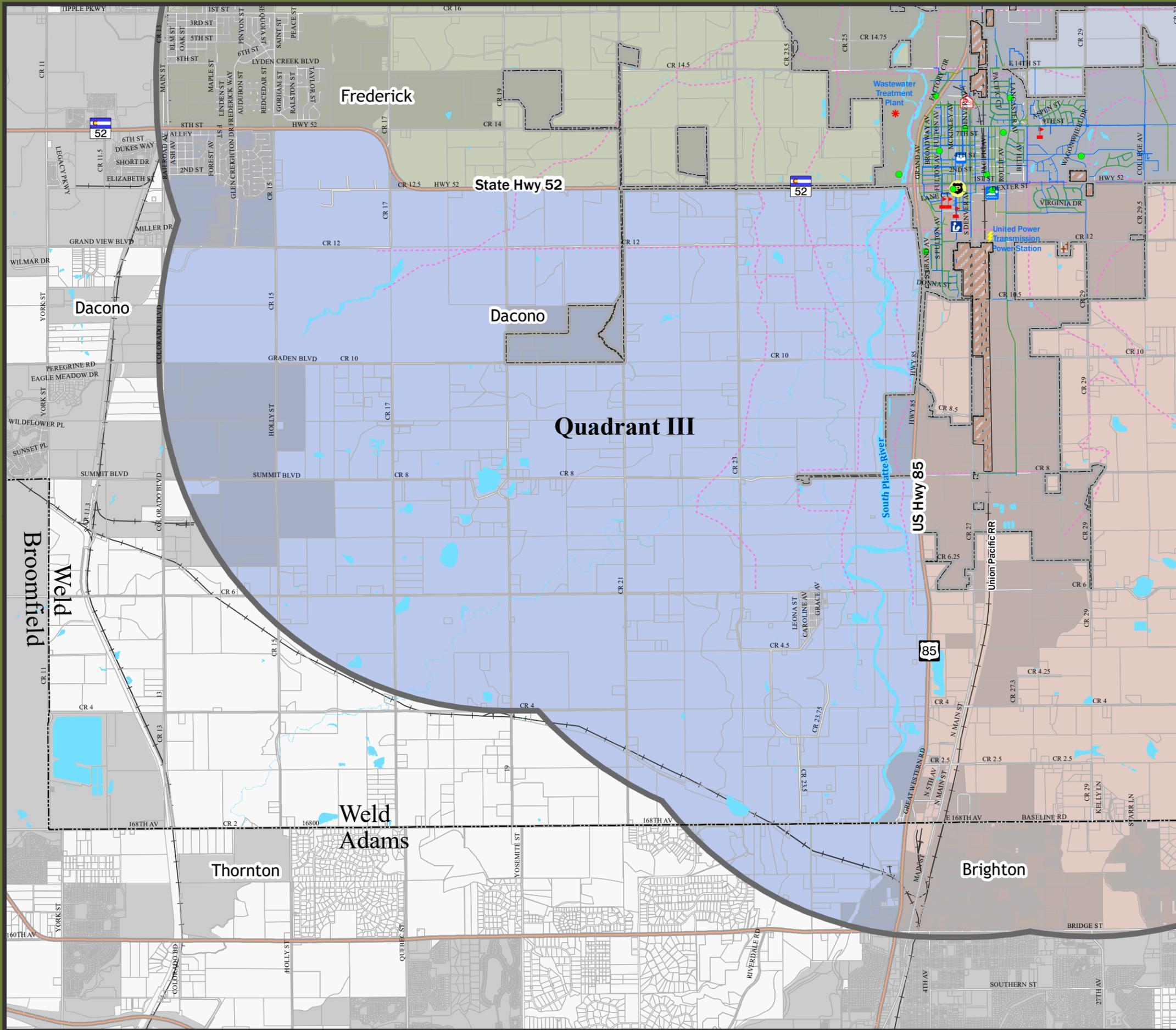


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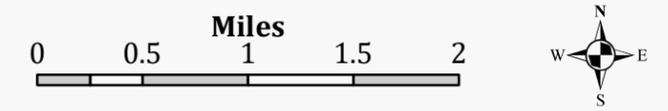


Quadrant III



Legend

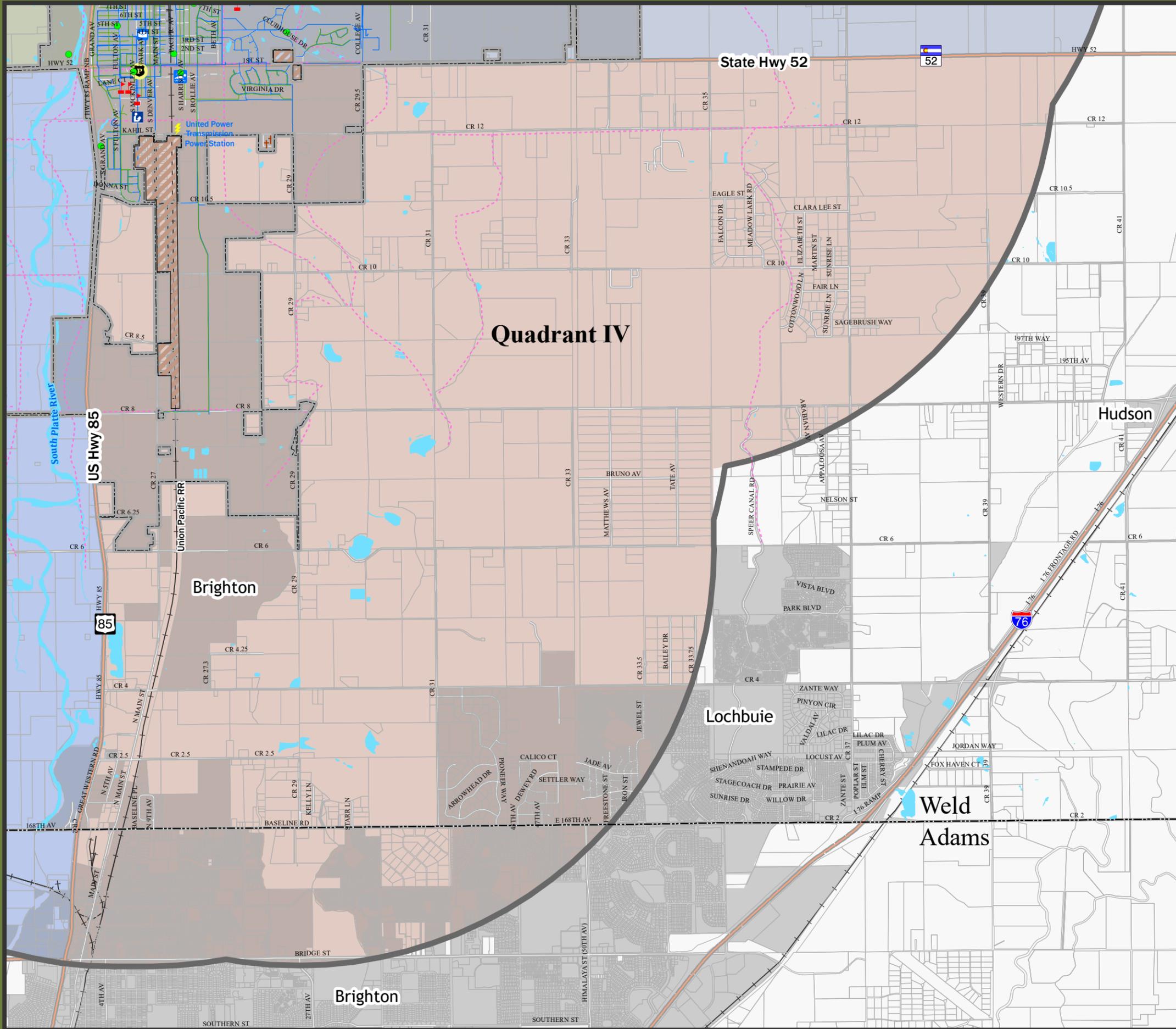
- Three Mile Parcel Boundary with Quadrants
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- Water Treatment Plant
- Cemetery
- Parks
- Police Station
- School
- Fire Station
- Post Office
- Library
- Rec Center



Data Sources: City of Fort Lupton GIS, Weld County GIS, Adams County GIS, Colorado Department of Transportation

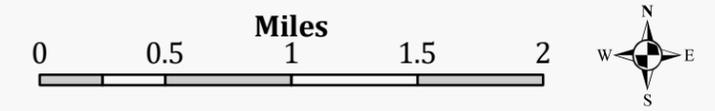
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Quadrant IV



Legend

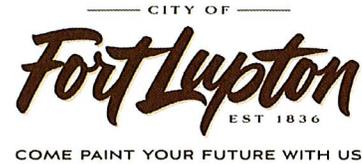
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CITY OF FORT LUPTON CITY COUNCIL



Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Michael Sanchez, Ward 3

Zo Stieber, Mayor

David Crespin, Ward 1
Tommy Holton, Ward 2
Vacant, Ward 3

AM 2020-007

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON SETTING THE PLANNING COMMISSION MEETINGS TO THE SECOND AND FOURTH THURSDAY OF THE MONTH AT 6:00 P.M.

- I. **Agenda Date:** Council Meeting – January 7, 2020
- II. **Attachments:** a. Proposed Resolution
- III. **Summary Statement:**

The Fort Lupton City Council is moving its regular meetings and Town Hall meetings to Tuesday evenings beginning in January 2020, which conflicts with the Planning Commission regular meeting dates. The Planning Commission currently holds its regular meetings on the second and fourth Tuesday of each month at 6:00 P.M. On November 4, 2019 the Fort Lupton City Council adopted Ordinance 2019-1071 which allows regular meetings of the Planning Commission be set by Resolution of the City Council. The Planning Director requests that City Council approve a resolution setting the regular Planning Commission meetings to the second and fourth Thursday at 6:00 P.M.

IV. **Submitted by:** Mari Peña
Mari Peña, City Clerk

V. **Finance Reviewed** Sean Perino
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:

The Fort Lupton City Council is moving its regular meetings and Town Hall meetings to Tuesday evenings beginning in January 2020, which conflicts with the Planning Commission regular meeting dates. The Planning Commission currently holds its regular meetings on the second and fourth Tuesday of each month at 6:00 P.M. On November 4, 2019 the Fort Lupton City Council adopted Ordinance 2019-1071 which allows regular meetings of the Planning Commission be set by Resolution of the City Council. The Planning Director requests that City Council approve a resolution setting the regular Planning Commission meetings to the second and fourth Thursday at 6:00 P.M.

X. Legal/Political Considerations:

Since City Council has moved their meeting dates to Tuesdays, Planning Commission determined the second and fourth Tuesday of each month were the most convenient for them.

XI. Alternatives/Options:

1. Approve the resolution; or
2. Deny the resolution; or
3. Propose alternate meeting dates.

XII. Financial Considerations:

None.

XIII. Staff Recommendation:

Staff recommends adoption of the proposed resolution setting the Planning Commission hearing dates to the second and fourth Thursday of each month at 6:00 P.M.

RESOLUTION NO. 2020Rxxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON SETTING THE PLANNING COMMISSION MEETINGS TO THE SECOND AND FOURTH THURSDAY OF THE MONTH AT 6:00 P.M.

WHEREAS, the Fort Lupton City Council has amended their City Council and Town Hall Meetings to the first and third Tuesday of each month and Town Hall meetings to the Tuesday before each City Council meeting; and

WHEREAS, the Planning Commission currently meets on Tuesdays and therefore needs to reschedule their regular meeting days; and

WHEREAS, Ordinance 2019-1071 was adopted by City Council on November 4, 2019 and allows City Council to set the regular meeting days of the Planning Commission by resolution; and

WHEREAS, the Planning Director requests that City Council set the regular Planning Commission meetings to the second and fourth Thursday of each month at 6:00 P.M.; and

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby approves this Resolution setting the regular Planning Commission meetings to the second and fourth Thursday at 6:00 P.M. of each month.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 7th DAY OF JANUARY 2020.

City of Fort Lupton, Colorado

Zo Stieber, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

**CITY OF FORT LUPTON
CITY COUNCIL**



Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Michael Sanchez, Ward 3

Zo Stieber, Mayor

David Crespín, Ward 1
Tommy Holton, Ward 2
Vacant, Ward 3

AM 2020-008

APPROVAL OF THE PUBLIC IMPROVEMENT AGREEMENT WITH BASALITE BUILDING PRODUCTS, LLC FOR BASALITE CONCRETE PRODUCTS MANUFACTURING FACILITY

- I. **Agenda Date:** Council Meeting – January 7, 2020

- II. **Attachments:**
 - a. Resolution 2020-0xx.
 - b. Basalite Public Improvement Agreement.

- III. **Summary Statement:**

Approval of the Public Improvement Agreement between the City of Fort Lupton and Basalite Building Products, LLC for Basalite Concrete Products Manufacturing Facility.

IV. **Submitted by:** _____
Public Works Director

V. **Finance Reviewed** Leann Perino
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:

This agreement was drafted for the Basalite Concrete Products Manufacturing Facility, Parcel Number 147117200006 (the "Plan") on 1/17/2018, (LUP2018-0002 & Plan Nos. SPR2018-0002 & SUP2018-0003) which is located on west side of S. Rollie Avenue, south of CR 10.

Improvements are for the construction of S. Rollie Avenue west half of the roadway section from Cr 8 north to CR 10, as shown in exhibit A. Approximate value of this agreement for construction is \$1,814,000.00.

Resolution 2018R035 approved by Council on April 16, 2018 requirement C. A Public Improvements Agreement, in a form acceptable to the City Engineer, shall be finalized and submitted to City Council for approval.

X. Legal/Political Considerations:

Not Applicable

XI. Alternatives/Options:

- *Approve Resolution*
- *Do not approve Resolution*

XII. Financial Considerations:

None

XIII. Staff Recommendation:

Staff recommends approval of Public Improvement Agreement between the City of Fort Lupton and Basalite Building Products, LLC.

RESOLUTION NO. 2020Rxxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE BASALITE CONCRETE PRODUCTS, LLC PUBLIC IMPROVEMENTS AGREEMENT OF BASALITE CONCRETE PRODUCTS MANUFACTURING FACILITY LOCATED IN A PART OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 1, RANGE 66 WEST OF THE 6TH P.M., WELD COUNTY, COLORADO.

WHEREAS, the City Council Resolution No. 2018R035 approved the Basalite Concrete Products Manufacturing Facility Site Plan with conditions April 16, 2018; and

WHEREAS, a condition of approval included the applicant to enter into a Public Improvements Agreement, in a form acceptable to the City Engineer, shall be finalized and submitted to City Council for approval.; and

WHEREAS, the City Council finds that the Public Improvement Agreement is in conformance with the Fort Lupton Land Use Plan, zoning code and is consistent with the goals and policies therein; and

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council reviewed the Public Improvement Agreement with supporting documentation. Based upon review of the applicable policies and goals in the Fort Lupton Land Use Plan, review of the Zoning Regulations, and analysis of staff comments, the City hereby approves the Basalite Concrete Products, LLC Public Improvement Agreement and authorizes the Mayor to sign.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 7th DAY OF JANUARY 2020.

City of Fort Lupton, Colorado

Zo Stieber, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney



COME PAINT YOUR FUTURE WITH US

Public Works

130 S. McKinley Avenue
Fort Lupton, CO 80621

Phone: 303-857-6694
Fax: 303.857.0351

<http://www.fortluptonco.gov>

PUBLIC IMPROVEMENTS AGREEMENT

THIS PUBLIC IMPROVEMENTS AGREEMENT (the "Agreement") is made and entered into this 13th day of December **2019**, by and between the CITY OF FORT LUPTON, a municipal corporation, in the County of Weld, State of Colorado, hereinafter referred to as the "City," and **Basalite Building Products, LLC**, a Nevada limited liability company, hereinafter referred to as "Developer", together referred to as the "Parties".

WHEREAS, Developer submitted the Site Plan for development of Basalite Concrete Products Manufacturing Facility, Parcel Number 147117200006 (the "Plan") on 1/17/2018, (LUP2018-0002 & Plan Nos. SPR2018-0002 & SUP2018-0003) which Plan depicts the proposed project (the "Development") to be constructed by Developer on the property depicted on the Plan, which is the "Subject Property"; and

WHEREAS, Developer is required to construct certain public improvements (the "Improvements") depicted on Exhibit "A" attached hereto and fully incorporated herein by this reference as a condition of Plan approval (Resolution 2018R035 approved April 16, 2018) for the Development; and

WHEREAS, Section 17-23(c) of the City of Fort Lupton Municipal Code requires that a Public Improvement Agreement for the public improvements be executed by the Developer and the City and recorded in the office of the Weld County Clerk and Recorder; and

WHEREAS, Section 17-23(f)(7) of the City of Fort Lupton Municipal Code requires that the installation of the required public improvements be guaranteed in the form of letter of credit, cash, or other suitable means, which have been approved by the City Attorney.

NOW, THEREFORE, in consideration of the foregoing, the Parties promise, covenant and agree as follows:

1.0 GENERAL CONDITIONS

1.1 Development Obligation. Developer shall be responsible for performance of the covenants set forth herein. Unless as otherwise amended within this Agreement, the Developer shall be responsible for performance of all requirements in this Agreement.

1.2 Engineering and Surveying Services. Developer agrees to furnish, at its expense, all necessary engineering and surveying services relating to the design layout and construction of the Improvements. Said engineering services shall be performed by or under the supervision of a Registered Professional Engineer or Registered Land Surveyor, or other professionals as appropriate, licensed by the State of Colorado, and in accordance with applicable Colorado law, and shall conform to the standards and criteria for public improvements as established and approved by the City as of the date of submittal to the City.

1.3 Construction Standards. Developer shall construct all Improvements required by this Agreement, in accordance with plans and specifications approved in writing by the City, in

conformance with all applicable codes and ordinances as adopted by the City, and in full conformity with the City's construction specifications applicable at the time of actual construction.

1.4 Development Coordination. Unless specifically provided in this Agreement to the contrary, all submittals to the City or approvals required of the City in connection with this Agreement shall be submitted to or rendered by the City Administrator, or his designee, who shall have general responsibility for coordinating development with Developer. The Improvements shall be coordinated with future improvements by other development requirements along Rollie Avenue.

1.5 Construction Acceptance and Warranty. No later than ten (10) days after the Improvements are completed, Developer shall request inspection by the City. If Developer does not request this inspection within ten (10) days of completion of the Improvements, the City may conduct the inspection without the approval of Developer. Developer shall provide "as-built" drawings no later than thirty (30) days after the Improvements are completed. If the Improvements completed by Developer are satisfactory, the City shall grant construction acceptance ("Construction Acceptance"), which shall be subject to final acceptance ("Final Acceptance") as set forth herein. If the Improvements completed by Developer are unsatisfactory, the City shall provide written notice to Developer of the repairs, replacements, construction or other work ("Inspector Requested Work") required to receive Construction Acceptance. Developer shall complete all Inspector Requested Work within thirty (30) days of said notice, weather permitting, unless such Inspector Requested Work requires more than thirty (30) days to complete in which case Developer shall commence such Inspector Requested Work and diligently pursue it to completion. After Developer does complete the Inspector Requested Work required, Developer shall request a reinspection of such Inspector Requested Work to determine if Construction Acceptance can be granted. The City shall issue no certificate of occupancy until the City has granted the Construction Acceptance.

1.6 Final Acceptance. At least thirty (30) days before two (2) years has elapsed from the issuance of Construction Acceptance, or as soon thereafter as weather permits, Developer shall request a Final Acceptance inspection. The City shall inspect the Improvements and shall notify the Developer in writing of all deficiencies and necessary repairs. After Developer has corrected all deficiencies and made all necessary repairs identified in said written notice, the City shall issue to Developer a letter of Final Acceptance.

1.7 Testing and Inspection.
(a) At all times during construction of the Improvements, the City shall have access to inspect materials and workmanship, and all materials and work not conforming to the approved plans and specifications shall be repaired or removed and replaced at Developer's expense so as to conform to the approved plans and specifications.

(b) The Developer will be responsible for oversight of the construction of the Improvements. The Developer shall solicit a third-party engineer or inspector, solely at Developer's cost, to perform oversight, provided the engineer/inspector's qualifications are approved by the City prior to commencement of construction of the Improvements. The Developer will provide the resume of a Civil Engineer, or other qualified inspector(s), of the construction and installation of such Improvements before construction may begin. The City Engineer or the City's designee shall determine the amount of oversight required, after consultation with the Developer.



(c) All testing required by the City's "Standards and Specifications for the Design and Construction of Public Improvements" shall be the responsibility of the Developer. All test reports shall be provided to the City Engineer.

(d) All work shown on the Improvements plans requires inspection by the City. Inspection services are provided Monday through Friday, except legal holidays, from 8:00 a.m. to 4:00 p.m. During the hours listed above and except as otherwise provided for in advance, inspections shall be scheduled a minimum of three (3) business days in advance.

1.8 Indemnification and Release of Liability. Developer agrees to defend, indemnify and hold harmless the City, its officers, employees, agents or servants, and to pay any and all judgments rendered against said persons on account of any suit, actions or claim caused by, arising from, or on account of acts or omissions by the Developer, its officers, employees, agents, consultants, contractors and subcontractors; provided, however, that Developer's obligation herein shall not apply to the extent said suit, action or claim results from any acts or omissions of officers, employees, agents or servants of the City. Said obligation of Developer shall be limited to suits, actions or claims based upon conduct prior to Final Acceptance by the City of the construction work. Developer acknowledges that the City's review and approval of plans for development of the Subject Property is done in furtherance of the general public's health, safety and welfare and that no immunity is waived and no specific relationship with, or duty of care to, the Developer or third parties is assumed by such review approval.

1.9 Insurance. Developer shall furnish to the City upon request proof thereof that all employees and contractors engaged in the construction of Improvements are covered by adequate Worker's Compensation Insurance and Public Liability Insurance.

1.10 OSHA Requirements. Developer agrees that it alone bears the responsibility for providing a safe and healthy work environment and shall provide its employees with adequate orientation and training to safely perform the scope of work set forth in this contract. Developer's contractor shall at all times comply with the safety and health regulations of the Occupational Safety and Health Act of 1970 (29 CFR 1926) including all amendments and modifications thereto. In the event there is a conflict between the safety and health provisions of federal, state or local regulations, the more stringent provision shall prevail. Developer acknowledges and agrees that with respect to the scope of work under this Agreement, Developer's contractor shall comply with all obligations and assume all responsibilities for its actions as required by all OSHA rules and regulations. The contractor shall adhere to all federal, state and local safety and health regulations, laws and ordinances and shall comply with all obligations and assume all responsibilities imposed upon the "controlling contractor" as such term is defined and construed under all OSHA rules and regulations.

2.0 OFFSITE INFRASTRUCTURE IMPROVEMENTS

2.1 The Developer agrees to design and construct of certain improvements located outside of the Site Plan (the "Offsite Improvements") depicted on Exhibit "A". The Building Permit shall not be approved until the offsite improvements are complete or surety is provided. The surety shall be in the amount of one hundred twenty-five percent (125%) of the estimated cost of the Improvements, or portion thereof, for improvements that do not have construction acceptance at the time of permit application. Surety in the amount of twenty-five percent (25%) of the estimated costs of the Improvements shall be provided, at the time of recording, for improvements that have received construction acceptance under the terms of this Agreement. Twenty-five

percent (25%) percent of the estimated costs for Improvements shall be retained to secure the Developer's warranty during the two (2) year warranty period.

2.2 The Offsite Improvements are summarized as follows: Roadway improvements – Half of the roadway section for Rollie Avenue along the east property line frontage extending south to the intersection with County Road 8 and Detention Ponds.

3.0 SPECIFICATIONS.

All Improvements shall be constructed and installed so as to meet or exceed City-approved plans, specifications and the City's construction specifications. All streetscaping will meet the requirements of the Fort Lupton Subdivision Regulations.

4.0 OTHER REQUIREMENTS

4.1 Trash, Debris, Mud. Developer agrees that, during construction of the Improvements, Developer shall take any and all steps necessary to control trash, debris and wind or water erosion in the Development. Developer agrees to take any and all steps necessary to prevent the transfer of mud or debris from the construction site into public rights-of-way and to immediately remove such mud and debris from public rights-of-way after notification by the City. If these requirements are not met, the Developer will be responsible for reimbursing the City for any costs incurred by the City in mitigating impacts of trash, debris, and mud.

4.2 Erosion Control and Sedimentation Plan. Developer agrees to submit an erosion control and sedimentation plan for review and approval by the City Engineer prior to commencement of construction on the site. Colorado State permits required shall be the responsibility of the Developer.

5.0 MISCELLANEOUS TERMS

5.1 Local Codes and Ordinances. In addition to any of the items listed in this Agreement, all construction in the Development is subject to all local Codes and Ordinances as adopted by the City subject to exceptions agreed or granted.

5.2 Recording of Agreement. The City shall record this Agreement at Developer's expense in the office of the Clerk and Recorder, County of Weld, State of Colorado, and the City shall retain the recorded Agreement.

5.3 Binding Effect of Agreement. This Agreement shall run with the land included within the Development and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

5.4 Modification and Waiver. No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any section of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

5.5 Notices. Any notice or communication required or permitted hereunder shall be given in writing and shall be personally delivered, sent by Federal Express or other overnight

Public Improvements Agreement – LUP2018-0002

courier service, sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, or transmitted by electronic mail, addressed as follows:

CITY: City of Fort Lupton
Attention: City Administrator
130 South McKinley Avenue
Fort Lupton, Colorado 80621
Facsimile: (303) 857-0351
Email: Administration@fortluptonco.gov

DEVELOPER: Basalite Building Products, LLC.
Attention: Dallas Barrett, Jr.
2150 Douglas Boulevard, Suite 260
Roseville, California 95661
Facsimile: (916) 529-4157
Email: dallas.barrett@basalite.com

or to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable parties in conformance with this procedure. Notices shall be deemed delivered upon delivery if personally delivered, the next business day following deposit with Federal Express or other overnight courier service, the third (3rd) business day following deposit with the United States Postal Service, or the next business day following transmission by facsimile or electronic mail provided that a copy of such transmission is deposited for delivery with the United States Postal Service, first class mail, postage prepaid, by the next business day following such transmission.

5.6 Force Majeure. Whenever Developer is required to complete construction, maintenance, repair or replacement of Improvements by an agreed upon deadline, the City shall grant a reasonable extension of time if the performance cannot, as a practical matter, be completed in a timely manner due to acts of God or other circumstances constituting force majeure or beyond the reasonable control of the Developer.

5.7 Approvals. Whenever approval or acceptance of a matter is required or requested of the City pursuant to any provisions of this Agreement, the City shall act reasonably in responding to such matter, and no such approval or acceptance shall be unreasonably withheld or delayed.

5.8 Title and Authority. Developer warrants to the City that it is the record owner of the Subject Property upon which the Development shall be constructed or is acting in accordance with the authority of the owner. The undersigned further warrants to have full power and authority to enter into this Agreement.

5.9 No Waiver Of Governmental Immunity. The City, its elected officials, officers and employees are relying upon, 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. Sec. 24-10-101 et seq. as amended or otherwise available to the City. Nothing herein shall operate as a waiver of any right the City has of governmental immunity under Colorado law which is specifically herein reserved.

5.10 Governing Law. This Agreement shall be governed by the laws of the State of Colorado. All parties agree that any dispute regarding enforcement of this Agreement shall be



filed in Weld County District Court after first attempting in good faith to submit the dispute to mediation. Submission of any dispute to mediation shall be a condition precedent to filing litigation in this matter, other than the request for injunctive relief.

5.11 Severability. This Agreement is to be governed and construed according to the laws of the State of Colorado. In the event that any provision of this Agreement is held to be violative of city, state or federal laws and hereby rendered unenforceable, either party, in its sole discretion, may determine whether the remaining provisions will or will not remain in force.

Signatures on Following Page



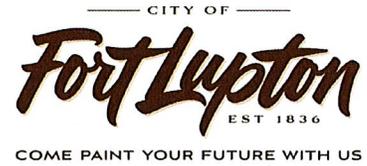
EXHIBIT A

PUBLIC IMPROVEMENTS AGREEMENT

OFFSITE INFRASTRUCTURE IMPROVEMENTS

Type of Improvement	Description	Estimated Cost	Total Surety (125%)
Streets	Asphalt Paving Half of the roadway section for Rollie Avenue along the east property line frontage extending south to the intersection with County Road 8	\$1,586,187	Pre-Construction Acceptance - \$0 Warranty Period - \$XXX,XXX
Engineering Design	Design of Ultimate Section Rollie Ave. with Ware Malcomb, including Traffic Study and Water Basin Design	\$228,000	
Drainage	Storm Pipe	Included in Total Above	
	Detention Ponds	30,000	
Other		N/A	

**CITY OF FORT LUPTON
CITY COUNCIL**



Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Michael Sanchez, Ward 3

Zo Stieber, Mayor

David Crespin, Ward 1
Tommy Holton, Ward 2
Vacant, Ward 3

AM 2020-009

AWARD CONTRACT FOR WWTP LAGOONS MINING ENGINEERING SERVICES TO CIVIL RESOURCES, LLC FOR NOT TO EXCEED \$139,000.00 ALLOCATED FROM THE UTILITY FUND

- I. **Agenda Date:** Council Meeting – January 7, 2020

- II. **Attachments:**
 - a. Contract Agreement – Civil Resources
 - b. Inouye Pit Memo

- III. **Summary Statement:**

Award of contract to Civil Resources for WWTP Lagoons Mining Engineering Services for not to exceed \$139,000.00.

IV. **Submitted by:** _____
Public Works Director

V. **Finance Reviewed** Sean Perino
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:

The lagoons at the WWTP have not been used since the construction of the wastewater treatment plant. The lagoons currently function as an emergency overflow in times of maintenance of the plant facility. This has occurred 3 times in the past 20 years. Currently the plant is under redesign, which will include a redundancy requirement.

BurnCo is opening a mining pit on the Inouye farm site to the west of the WWTP. They are interested in mining the lagoon area as well at the same time. The City will receive royalties from the mined aggregate and receive a water storage reservoir at the end of mining operations. The operations will include constructing a slurry wall around the perimeter of the lagoons area.

Estimated gravel available to mine is 1.93 million tons.

Mining Royalties estimated at \$0.65 Per ton ~ \$1,254,500

Cost estimate of the slurry wall construction is \$1,030,000

Cost of Perry Pit lease = \$250/Ac-ft/year => \$280,000 for 10 years

Water storage is estimated to be 900 acre-feet. ~\$2,250,000 value over 10 years

Civil Resources is the consultant working with BurnCo to permit and mine the Inouye Pit. Civil Resources' scope includes extension of the DRMS Permit to include the WWTP site and design of the slurry wall. Payment for services previously made in the amount of \$26,663.75 are included in this agreement and a part of the total maximum not to exceed.

X. Legal/Political Considerations:

None

XI. Alternatives/Options:

- A) Approve the contract award to Civil Resources*
- B) Reject agreement contract with other firm*
- C) Delay action on the contract to gather more information.*

XII. Financial Considerations:

This is an unbudgeted expenditure in the Utility Fund and will require a supplemental budget resolution.

XIII. Staff Recommendation:

Staff recommends approving award of the contract to Civil Resources, LLC for WWTP Lagoon Mining Engineering Services for not to exceed \$139,000.00.



City of Fort Lupton, Colorado

Public Works Department

Public Works Agreement

This PUBLIC WORKS Agreement is entered into by and between the **City of Fort Lupton**, Colorado (hereinafter "City") and **Civil Resources, LLC** (hereinafter "CONSULTANT").

WHEREAS, the parties hereto agree in consideration of the covenants, payments and agreements set forth herein as follows:

1. **SCOPE OF SERVICES.** Consultant shall perform the services included in the scope of work set forth and incorporated herein as **Exhibit A and Exhibit B.** Consultant confirms it possesses all necessary professional licenses and is in good standing with the State of Colorado. Further, Consultant states it possesses professional liability insurance.

2. **CONTRACT DOCUMENTS.** This Agreement consists of and includes this Agreement, the Consultant's Scope of Work (Exhibit A and Exhibit B). In the event of any conflict between any of these documents, this document shall control.

3. **PERIOD OF SERVICE AND SCHEDULE.** The provisions of this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the Proposal. Consultant's obligation to render services hereunder will extend for a period that may reasonably be required for the completion of said services. Consultant shall make reasonable efforts to comply with deliverable schedules and consistent with Consultant's professional responsibility.

4. **CONTRACT SUM.** The City shall pay to the Consultant for performance and completion of the work encompassed by this Agreement, and the Consultant will accept as full compensation therefore the sum of not to exceed **\$ 139,000.00**, subject to confirmation by the City of completion of the scope of work in accordance with the contract documents attached hereto. Said amounts to be paid upon review and acceptance of the work by the City, in its sole discretion, including completion by the Consultant of any review corrections as determined by the City.

5. **CONTRACT APPROPRIATIONS/NO CHANGE ORDERS.** The City states that the amount of money appropriated for this Agreement is equal to or in excess of the contract amount. No change order to this Agreement requiring additional compensable work to be performed, which work causes the aggregate amount payable under this Agreement to exceed the amount appropriated for the original contract shall be issued by the City unless the City notifies the Consultant in writing, that lawful appropriations to cover the costs of this additional work has been made and the change order is approved by the City in its sole discretion in writing. City shall have the right to make changes within the general scope of Consultant's services, with an appropriate change in compensation and schedule, upon

execution of a mutually acceptable amendment or change order signed by authorized representatives of City and Consultant.

6. **AMENDMENT/NO ASSIGNMENT.** No modification or amendment of this Agreement shall be valid unless in writing and signed by all parties to this Agreement. Consultant's services will be performed solely for the benefit of City and not for the benefit of any other persons or entities. Neither City nor Consultant shall assign or transfer interest in this Agreement without the written consent of the other.

7. **COMPLETE AGREEMENT.** This Agreement, and the exhibits hereto, shall constitute the entire agreement between the parties with respect to the subject matter hereof and there are no agreements, representations or warranties other than as set forth herein.

8. **COMPUTER PROGRAMS OR MODELS**

Any use, development, modification, or integration by Consultant of computer software modeling programs does not constitute ownership or a license to City to use or modify such computer software modeling programs.

9. **ELECTRONIC MEDIA AND DATA TRANSMISSIONS**

A. Any electronic media (computer disks, tapes, etc.) or data transmissions furnished (including Project Web Sites or CAD file transmissions) are for City information and convenience only. Such media or transmissions are not to be considered part of Consultant's instruments of service. Consultant, at its option, may remove all indicia of its ownership and involvement from each electronic display.

B. Consultant shall not be liable for loss or damage directly or indirectly, arising out of City's use of electronic media or data transmissions.

10. **DOCUMENTS.** All documents prepared by Consultant pursuant to this Agreement are instruments of service in respect of the Project specified herein. They are not intended or represented to be suitable for reuse by City or others in extensions of the Project beyond that now contemplated or on any other Project. Any reuse, extension, or completion by City or others without written verification, adaptation, and permission by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant.

In the event that Consultant is to reuse, copy or adapt all or portions of reports, plans, or specifications prepared by others, City represents that City either possesses or will obtain permission and necessary rights in copyright, patents, or other proprietary rights and will be responsible for any infringement claims by others. Consultant will use professional judgement and analysis related to any documents produce by others for the City, for which Consultant shall rely on to perform and complete its services.

11. **ESTIMATES, SCHEDULES, FORECASTS, AND PROJECTIONS**

Estimates, schedules, forecasts, and projections prepared by Consultant relating to loads, interest rates and other financial analysis parameters, construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on Consultant's experience, qualifications, and judgment as a professional. Since Consultant has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, Consultant does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by Consultant.

12. **POLLUTION** In view of the uncertainty involved in investigating and recommending solutions to environmental problems and the abnormal degree of risk of claims imposed upon Consultant in performing such services, to the maximum extent allowed by law, City agrees to release, defend, indemnify and hold harmless Consultant and its officers, directors, employees, agents, consultants and subcontractors from all liability, claims, demands, damages, losses, and expenses including, but not limited to, claims of City and other persons and organizations, reasonable fees and expenses of attorneys and consultants, and court costs, except where there has been a final adjudication that the damages were caused by Consultant's willful disregard of its obligations under this Agreement. Such indemnification includes claims arising out of, or in any way relating to, the actual, alleged, or threatened dispersal, escape, or release of, or failure to detect or contain, chemicals, wastes, liquids, gases, or any other material, irritant, contaminant, or pollutant.

13. **ON-SITE SERVICES**

A. Project site visits by Consultant during investigation, observation, construction or equipment installation, or the furnishing of Project representatives shall not make Consultant responsible for construction means, methods, techniques, sequences, or procedures; for construction safety precautions or programs; or for any construction contractor(s') failure to perform its work in accordance with the contract documents.

B. City shall disclose to Consultant the location and types of any known or suspected toxic, hazardous, or chemical materials or wastes existing on or near the premises upon which work is to be performed by Consultant's employees or subcontractors. If any hazardous wastes not identified by City are discovered after a Project is undertaken, City and Consultant agree that the scope of services, schedule, and compensation may be adjusted accordingly. City agrees to release Consultant from all damages related to any pre-existing pollutant, contaminant, toxic, or hazardous substance at the site

14. **TERMINATION.** Services may be terminated by City or Consultant by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so terminated, City shall pay Consultant all amounts due for all services properly rendered and expenses incurred to the date of receipt of notice of termination.

15. **SEVERABILITY.** In the event any portion of this Agreement is held to be unenforceable, the unenforceable portion of this Agreement will be deleted and the remaining provisions of the Agreement shall continue in full force and effect.

16. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Colorado. All parties agree that any dispute regarding enforcement of this Agreement shall be filed in Weld County District Court after first attempting in good faith to submit the dispute to mediation. Submission of any dispute to mediation shall be a condition precedent to filing litigation in this matter, other than the request for injunctive relief.

17. **OSHA REQUIREMENTS.** Consultant agrees that it alone bears the responsibility for providing a safe and healthy work environment and shall provide its employees with adequate orientation and training to safely perform the scope of work set forth in this contract. Consultant shall at all times comply with the safety and health regulations of the Occupational Safety and Health Act of 1970 (29 CFR 1926) including all amendments and modifications thereto. In the event there is a conflict between the safety and health provisions of federal, state or local regulations, the more stringent provision shall prevail. Consultant acknowledges and agrees that with respect to the scope of work under this contract, it shall comply with all obligations and assume all responsibilities for its actions regarding all OSHA rules and regulations.

18. **NO WAIVER OF GOVERNMENTAL IMMUNITY.** The City, its elected officials, officers and employees are relying upon, and do not waive or intent 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. Sec. 24-10-101 et seq. as amended or otherwise available to the City. Nothing herein shall operate as a waiver of any right the City has of governmental immunity under Colorado law which is specifically herein reserved.

19. **INDEPENDENT CONTRACTOR.** Consultant is a separate, legal entity from the City and the parties make this Agreement accordingly with the understanding that Consultant at all times is acting as an independent contractor and not an employee or agent of the City. All persons retained by Consultant to perform services pursuant to this Agreement shall be employees or independent contractors of Consultant and are not employees, contractors or agents of the City. Consultant does not have the authority to bind the City by contract or otherwise.

20. **INDEMNIFICATION BY CONSULTANT.** Consultant shall defend, indemnify and hold the City harmless from any damages caused by negligence, including but not limited loss, liability, expenses, suit or claim, or claim for injury to persons or damage to property arising out of the activities of Consultant or its subconsultants pursuant to this Agreement. Expenses shall include all out of pocket expenses, attorney fees, expert costs and related litigation fees. To the extent allowed by law, City will require all construction contractors to indemnify, defend, and hold harmless City and Consultant from any and all loss where loss is caused or alleged to be caused in whole or in part by the construction contractors, their employees, agents, subcontractors or suppliers.

21. **APPROVAL REQUIRED.** This Agreement is subject to the final approval of the Fort Lupton City Council and signature by the Mayor of Fort Lupton.

EXECUTED THIS _____ DAY OF **January, 2020.**

CITY OF FORT LUPTON, COLORADO

BY: **Zo Stieber**

TITLE: **Mayor**

CIVIL RESOURCES, LLC:

BY: **Brad Hagen, P.E.**

TITLE: **Principal Engineer**

EXHIBIT A

CIVIL RESOURCES, LLC
ENGINEERS & PLANNERS

November 8, 2019

Ft. Lupton
Mr. Roy Vestal
130 S. McKinley Ave.
Ft. Lupton, CO 80621

RE: Ft. Lupton Gravel Mine Amendment to the BURNCO Inouye Gravel Mine – Amendment to DRMS 112 Permit Inouye Gravel Mine

Dear Mr. Johnson:

Civil Resources, LLC. is pleased to present this proposal for planning and engineering services necessary to: 1) Prepare a Division of Reclamation Mining and Safety (DRMS), 112 Reclamation Permit Amendment; and 2) Prepare submittals for the Special Use Permitting with Ft. Lupton.

SCOPE OF SERVICES

Task 1 - Project Management, Coordination, and Meetings

Civil Resources will coordinate and meet with the Client, federal, state and local agencies, and other consultants as necessary to complete the tasks. Should additional survey data be required, (additional features, utilities or ditches) further budget would be required, including.

Task 2 - DMRS Permit

- *DRMS application* (form with required exhibits) which illustrates compliance with the Construction Material Regular 112 Operation Reclamation Permit Application requirements.
 - Existing Conditions, Mining and Reclamation Plan per DRMS regulations.
 - Coordinate with Sub-consultants to determine impacts to:
 - Wildlife and wetlands
- *CDPHE Discharge Permit*. Civil Resources will prepare and submit the application to the Colorado Department of Public Health (CDPHE) and Environment Water Quality Control Division.
- *Slope stability analysis* and letter report to be used in the structure agreement portion of the DRMS permit.
 - Analysis of the material testing and drill logs to determine strength parameters.
 - Civil Resources will review regional geological maps to verify surrounding conditions.
 - Applicable slope stability cross-sections will be generated to show the slopes and set backs are adequate for surrounding structures.
 - A final letter report will be generated and included in the DRMS application (Exhibit S)
- *Groundwater Model* – Civil Resources will write a groundwater memo to discuss likely impacts surrounding the gravel mine and adjacent property owners. Should a groundwater model be required further budget will be required.

- *Division of Reclamation Mining and Safety Adequacy Review Response.* Civil Resources will respond to DRMS staff comments and Civil Resources will correspond with DRMS staff and referral agencies as necessary to satisfy the staff adequacy review.

Task 3 - Division of Water Resources Substitute Water Supply Plan

Civil Resources will generate a Substitute Water Supply Plan to be submitted to the State engineers Office. The plan will consider:

- Mining and site depletions (evaporation, dust control and concrete batching, etc.).
- Accounting forms to be used by the miner.
- Responses to State Engineers comments.
- A letter report summarizing the replacement plan based on lagged stream depletions.
- Civil Resources will assist the owner in locating replacement water.

Task 4 – Ft. Lupton Special Use Permit

Civil Resources will attend a pre-approval meeting with Fort Lupton to review plan and submittal requirements. Civil Resources will modify the Existing Conditions, Mining and Reclamation Plans prepared for the Division of Reclamation Mining and Safety (DRMS) permit, to comply with Fort Lupton standards. Using the DRMS application as a base, we will prepare narrative which illustrates compliance with the Fort Lupton Comprehensive Plan.

- *Fort Lupton Staff Review.* Civil Resources will correspond with Fort Lupton staff and as necessary to resolve issues raised in the review process. Including flood hazard development modeling, engineering review questions and general questions.
- *Fort Lupton Public Hearings.* Civil Resources will prepare for and attend any required public hearings or assist in any neighborhood meetings.
- *Post Approval Follow-up.* Civil Resources will submit information to satisfy Fort Lupton prior to final recording with the City and Weld County.

The budget presented reflects the annexation process and our experience with previous annexations into Fort Lupton and its community involvement and staff/council member requirements. Attached is the City's fee structure and annexation schedule.

SCHEDULE

Civil Resources anticipates being able to complete Task 1 through 3 within 150 days of written notice to proceed. A new SWSP permit takes approximately three months to be approved. Task 4 will take approximately 2 months to complete and is then subject to City scheduling. The overall project should take approximately four to five months and another three months to finalize and be approved by government agencies.

COST ESTIMATE

This scope of work and cost estimate has been prepared according to the effort we believe will be required.

Sand & Gravel Mining Operation Ft. Lupton Amendment	
Weld County, Colorado	
Scope of Services	Cost Estimate
1. Project Management, Coordination and Meetings	\$2,500
2. DRMS Permit (incl. \$4,000 Wetland/Wildlife, Includes \$2,250 app. Fee)	\$20,000
- Slope Stability Analysis	\$5,500
- Groundwater Memorandum	\$3,000
- DRMS Adequacy Review Response	\$4,000
3. Division of Water Resources Substitute Water Supply Plan	\$2,500
4. Ft. Lupton Special Use Permit	\$15,000
- Flood Hazard Permit	\$2,000
Direct Expenses: vehicle, postage, certified mail, publishing, printing, copies	\$1,500
TOTAL COST ESTIMATE	\$56,000

This permit includes an amendment into the Ft. Lupton Gravel Mine, on occasion additional work is required to satisfy the DRMS concerning the existing mine and as a result more time is required to respond to their comments. If the basic assumptions change or additional work is required, we will seek your approval before proceeding. Thank you for the opportunity to provide this schedule of cost. Please do not hesitate to contact me if you have any questions.

Sincerely,
CIVIL RESOURCES, LLC.



Brad L. Hagen, P.E.
Civil Engineer / Principal



Andy Rodriguez, P.E.
Civil Engineer

Authorized Client Signature

Date

EXHIBIT B

CIVIL RESOURCES, LLC
ENGINEERS & PLANNERS

November 8, 2019

Ft. Lupton
Mr. Roy Vestal
130 S. McKinley Ave.
Ft. Lupton, CO 80621

RE: Ft. Lupton Waste Water Treatment Plant (WWTP) Gravel Mine - Proposal for Slurry Wall Design

Dear Mr. Johnson:

Civil Resources, LLC is presenting the following proposal for the Design & Construction QA/QC for the Slurry Wall at Ft. Lupton WWTP Gravel Mine. Services to be provided under this scope of work are described below.

SCOPE OF WORK

Task 1 – Project Setup and Site Evaluation

Civil Resources will coordinate with Ft. Lupton and BURNCO to generate a preliminary slurry wall alignment and subsequently direct the project surveyor to stake the alignment. Civil Resources will review the alignment with the Owner for potential conflicts.

Task 2 – Geotechnical Investigation

Civil Resources, LLC has completed a preliminary the geotechnical investigation of the site including geotechnical borings and monitoring wells drilled at approximately 500-foot spacing (10 total) along the proposed alignment (assumes 4,200 foot slurry wall). Borings extended five to eight feet into bedrock (or refusal) with four aggregate samples and two bedrock samples per boring. Two days of coring the bedrock and two packer tests were completed on the Site. The fill aggregate and bedrock samples will be tested for physical and engineering properties completed by a laboratory.

Task 3 – Design Basis Report

Civil Resources, LLC will generate a design report summarizing the available data and data collected in the geotechnical investigation. The report will also identify additional recommendations to assist in completing the project and will more specifically identify: 1) the slurry wall design methodology, fines and slurry mixing rates; 2) slopes including a cursory slope stability analysis; 3) seepage analysis. The seepage analysis will demonstrate that the project meets or is under the design leakage criteria for lined storage as defined by the State. The design report will also identify the proposed construction methods and associated risks of the project.

Task 4 – Final Plan, Design Sections and Technical Specifications

Civil Resources, LLC will generate a final plan and design section to be used in the construction of the finished water storage. The plans will include, but not be limited too; 1) Cover Sheet, 2) Existing Conditions, 3) Proposed Conditions, 4) Design Sections and Profiles and 5) Details. This task will also include the Technical Specifications.

Task 5 – Construction QA/QC

Civil Resources anticipates that a tester will be on-site full-time (45 days, for 11 hours per day) during the slurry wall installation in addition to preparation and approximately eight (8) hours per week of office support by the senior design engineer. The tester will complete: 1) Daily reports, including general conditions, trench depth and progress; 2) pH testing of mix water and slurry; 3) Slurry Mix Tests: unit weight/mud balance, Marsh Funnel, Filtrate Loss, and sand



content; 4) Backfill Mix Tests: unit weight & moisture content, slump, gradation and permeability (third party testing); and 5) material testing on the consolidation cap.

Task 6 – As-Built Report and Plans

Upon completion of construction, Civil Resources will prepare as-built plans and a report documenting the construction.

Task 7 – Leakage Certification Report (Provisional)

Civil Resources will prepare a *Monitoring & Analysis Plan* that demonstrates the proposed testing methodology for submittal to the State Engineer's Office (SEO). Additional piezometers could be required to verify that the required head differential exists prior to beginning the ninety day test and will also be a key component in completing the lined storage calculation. A rain gage and measurement devices will be installed on the site as necessary to complete the overall mass balance calculation used to verify the competency of the slurry wall liner. Civil Resources will assess the existing dewatering/discharge operation and coordinate the installation of all measuring devices. Civil Resources will coordinate with Owner's on-site personnel during the test to obtain pumping and water level data. The data collected will be added to a spreadsheet used to calculate the mass balance. All discharges and consumptive use of on-site water including fines washing, dust suppression, etc. will be continuously measured throughout the 90-day period resulting in a representative water balance as required for review by the State. A summary of the information will be presented on a mass balance spreadsheet with necessary calculations and reasonable assumptions applied for final reporting to the SEO. Civil Resources assumes the potential permits, pump and associated cost of pumping will be by others.

SCHEDULE

Civil Resources would be able to complete Task 1 through 4 within 120 days of written notice to proceed. Task 5 assumes a construction time of 3 months. Task 6 will be 90 days.

ESTIMATED FEES

This scope of work and cost estimate has been prepared according to the effort we believe will be required.

Slurry Wall Design and Construction – Ft. Lupton		
TASK	Scope of Services	Total Cost Estimate
1. Project Review & Site Evaluation		Complete
2. Geotechnical Investigation (includes drilling)		Complete
3. Design Basis Report & Construction Cost Estimate		\$10,500
4. Final Plan, Design Sections & Tech Specifications (includes 2 iterations of design changes)		\$8,500
5. Construction QA/QC (Includes outside lab expense for permeability, field tech hourly rate of \$85/hour, for 4,200 linear foot slurry wall at 100 feet per day production)		\$47,000
6. As-Built Plans and Memo		\$5,000
7. Leak Test (Provisional) (assumes 3 piezos)		\$10,000
	<i>Direct Expenses (Copies, Vehicle, Equip.)</i>	\$2,000
TOTAL COST ESTIMATE		\$83,000



Civil Resources will provide justification for any changes to the described scope of work requiring additional budget. Only when the requested increase is approved, will the additional work be completed. This scope specifically excludes; additional survey, construction staking and permitting. If alternate slurry wall alignments are required further analysis will be required.

If this proposal is acceptable, please sign below and return one original copy to Civil Resources.

Sincerely,

CIVIL RESOURCES, LLC.

Brad L. Hagen, P.E.
Civil Engineer / Principal

Andy Rodriguez, P.E.
Civil Engineer

Authorized Client Signature

Date

**CITY OF FORT LUPTON
CITY COUNCIL**



Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Michael Sanchez, Ward 3

Zo Stieber, Mayor

David Crespin, Ward 1
Tommy Holton, Ward 2
, Ward 3

AM 2020-012

APPROVAL OF THE SUBDIVISION IMPROVEMENTS AGREEMENT WITH LUPTON VILLAGE ONE, LLC FOR THE COURTYARDS AT LUPTON VILLAGE PUD.

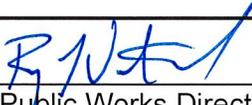
- I. **Agenda Date:** Council Meeting – January 7, 2020

- II. **Attachments:**
 - a. Resolution 2020R0xx.
 - b. Development Agreement.

- III. **Summary Statement:**

Approval of the Subdivision Improvements Agreement between the City of Fort Lupton and Lupton Village One, LLC, for the Courtyards at Lupton Village PUD.

IV. **Submitted by:**



Public Works 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:

This development agreement was drafted for the Lupton Village PUD (LUP2019-0032 & Plan No.: PPL2019-0001) approved by City Council on December 2, 2019, which is located west side of South Rollie Avenue, south of the Salud facility.

Improvements are for the construction of water, sanitary sewer main extensions and storm drainage system improvements. Also included are completion of S. Rollie Avenue road sections adjacent to the subdivision. Approximate cost of this agreement for construction is \$6,808,279.50 which includes a 10% contingency.

Resolution 2019R080, approved by Council on December 2, 2019 requires the applicant to enter into a Subdivision Improvements Agreement.

X. Legal/Political Considerations:

Not Applicable

XI. Alternatives/Options:

- *Approve Resolution*
- *Do not approve Resolution*

XII. Financial Considerations:

None

XIII. Staff Recommendation:

Staff recommends approval of this Subdivision Improvement Agreement between the City of Fort Lupton and Lupton Village One, LLC.

RESOLUTION NO. 2020Rxxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE LUPTON VILLAGE ONE, LLC SUBDIVISION IMPROVEMENTS AGREEMENT OF THE LUPTON VILLAGE COURTYARDS PUD SUBDIVISION LOCATED IN THE FORT LUPTON COMMUNITY CENTER SUBDIVISION, WELD COUNTY, COLORADO.

WHEREAS, the City Council Resolution No. 2019R080 approved the Lupton Village PUD Subdivision with conditions December 2, 2019; and

WHEREAS, Developer is required to construct certain public improvements as a condition of subdivision approval for the Development; and

WHEREAS, the City Council finds that the Subdivision Improvement Agreement is in conformance with the Fort Lupton Land Use Plan, zoning code and is consistent with the goals and policies therein; and

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council reviewed the Public Improvement Agreement with supporting documentation. Based upon review of the applicable policies and goals in the Fort Lupton Land Use Plan, review of the Zoning Regulations, and analysis of staff comments, the City hereby approves the Lupton Village One, LLC Subdivision Improvement Agreement and authorizes the Mayor to sign.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 7th DAY OF JANUARY 2020.

City of Fort Lupton, Colorado

Zo Stieber, Mayor

Attest:

Maricela Pena, City Clerk

Approved as to form:

Andy Ausmus, City Attorney



COME PAINT YOUR FUTURE WITH US

Public Works

130 S. McKinley Avenue
Fort Lupton, CO 80621
www.fortluptonco.gov

Phone: 303.857.6694
Greeley: 970.346.0326
Fax: 303.857.0351

SUBDIVISION IMPROVEMENTS AGREEMENT FOR THE COURTYARD AT LUPTON VILLAGE

THIS AGREEMENT is made and entered into this _____ day of _____, by and between the CITY OF FORT LUPTON, a municipal corporation, in the County of Weld, State of Colorado, hereinafter referred to as the "City," and **Lupton Village One, LLC**, hereinafter referred to as "Developer", together referred to as the "Parties".

WHEREAS, the Developer submitted a Subdivision Plat for the Subdivision entitled "Lupton Village, Case No. LUP2019-0032 & Plan No.: PPL2019-0001 (the "Development"), which Plat depicts the proposed project (the "Development") to be constructed by Developer on the property depicted on the PUD, which is the "Subject Property"; and

WHEREAS the PUD was approved by the City of Fort Lupton City Council on December 2, 2019 by Resolution No. 2019R080; and

WHEREAS, Developer is required to construct certain public improvements (the "Improvements") as a condition of subdivision approval for the Development; and

WHEREAS, Section 17-23(c) of the City of Fort Lupton Municipal Code requires that a subdivision agreement for public improvements be executed by the Developer and the City and recorded in the office of the Weld County Clerk and Recorder; and

WHEREAS, Section 17-23(f)(7) of the City of Fort Lupton Municipal Code requires that the installation of the required public improvements be guaranteed in the form of letter of credit, cash, or other suitable means, which have been approved by the City Attorney.

NOW, THEREFORE, in consideration of the foregoing, the Parties promise, covenant and agree as follows:

1.0 **GENERAL CONDITIONS**

1.1 Development Obligation. Developer shall be responsible for performance of the covenants set forth herein. Unless as otherwise amended within this agreement, the Developer shall be responsible for performance of all requirements in this agreement.

1.2 Engineering and Surveying Services. Developer agrees to furnish, at its expense, all necessary engineering and surveying services relating to the design layout and construction of the improvements (the "Improvements") depicted on Exhibit "A" and Exhibit "B" attached hereto and fully incorporated herein by this reference. Said engineering services shall be performed by or under the supervision of a Registered Professional Engineer or Registered Land Surveyor, or other professionals as appropriate, licensed by the State of Colorado, and in accordance with applicable Colorado law, and shall conform to the standards and criteria for

public improvements as established and approved by the City as of the date of submittal to the City.

1.3 Construction Standards. Developer shall construct all Improvements required by this Agreement, in accordance with plans and specifications approved in writing by the City, in conformance with all applicable codes and ordinances as adopted by the City, and in full conformity with the City's construction and specifications applicable at the time of actual construction.

1.4 Development Coordination. Unless specifically provided in this Agreement to the contrary, all submittals to the City or approvals required of the City in connection with this Agreement shall be submitted to or rendered by the City Administrator, or his designee, who shall have general responsibility for coordinating development with Developer.

1.5 Construction Acceptance and Warranty. No later than ten (10) days after the Improvements are completed, Developer shall request and the City shall provide inspection by the City. If Developer does not request this inspection within ten (10) days of completion of the Improvements, the City may conduct the inspection without the approval of Developer. Developer shall provide "as-built" drawings no later than thirty (30) days after the Improvements are completed. If the Improvements completed by Developer are satisfactory, the City shall grant construction acceptance ("Construction Acceptance") within ten (10) days of the Developer's submission of "as-built" drawings, which shall be subject to final acceptance ("Final Acceptance") as set forth herein. If the Improvements completed by Developer are unsatisfactory, the City shall provide written notice to Developer of the repairs, replacements, construction or other work required to receive Construction Acceptance within ten (10) days from the date of City inspection. Developer shall complete all needed repairs, replacements, construction or other work within thirty (30) days of said notice, weather permitting. After Developer does complete the repairs, replacements, construction or other work required, Developer shall request a re-inspection of such work within ten (10) days to determine if Construction Acceptance can be granted. The City shall provide either Construction Acceptance or written notice of additional repairs, replacements, construction or other work required to receive Construction Acceptance within ten (10) days of the re-inspection date. The City shall issue no certificate of occupancy until the City has granted the Construction Acceptance.

1.6 Final Acceptance. At least thirty (30) days before one (1) year has elapsed from the issuance of Construction Acceptance, or as soon thereafter as weather permits, Developer shall request a Final Acceptance inspection. The City shall inspect the Improvements and shall notify the Developer in writing of all deficiencies and necessary repairs. After Developer has corrected all deficiencies and made all necessary repairs identified in said written notice, the City shall issue to Developer a letter of Final Acceptance.

1.7 Testing and Inspection.

(a) At all times during construction of the public improvements, the City shall have access to inspect materials and workmanship, and all materials and work not conforming to the approved plans and specifications shall be repaired or removed and replaced at Developer's expense so as to conform to the approved plans and specifications.

(b) The Developer will be responsible for oversight of the construction of the public improvements. The Developer shall solicit and retain a third-party engineer or inspector, solely at Developer's cost, to perform oversight, provided the engineer/inspector's qualifications are

approved by the City prior to commencement of construction of the public improvements. The Developer will provide the resume of a Civil Engineer, or other qualified inspector(s), of the construction and installation of such improvements before construction may begin. The City Engineer or the City's designee shall determine the amount of oversight required, after consultation with the Developer.

(c) All testing required by the City's "*Standards and Specifications for the Design and Construction of Public Improvements*" shall be the responsibility of the Developer. All test reports shall be provided to the City Engineer.

(d) All work shown on the Improvements plans requires inspection by the City. Inspection services are provided Monday through Friday, except legal holidays, from 8:00 a.m. to 4:00 p.m. During the hours listed above and except as otherwise provided for in advance, inspections shall be scheduled a minimum of three (3) business days in advance.

1.8 Indemnification and Release of Liability. Developer agrees to defend, indemnify and hold harmless the City, its officers, employees, agents or servants, and to pay any and all judgments rendered against said persons on account of any suit, actions or claim caused by, arising from, or on account of acts or omissions by the Developer, its officers, employees, agents, consultants, contractors and subcontractors; provided, however, that Developer's obligation herein shall not apply to the extent said suit, action or claim results from any acts or omissions of officers, employees, agents or servants of the City. Said obligation of Developer shall be limited to suits, actions or claims based upon conduct prior to Final Acceptance by the City of the construction work. Developer acknowledges that the City's review and approval of plans for development of the Subject Property is done in furtherance of the general public's health, safety and welfare and that no immunity is waived and no specific relationship with, or duty of care to, the Developer or third parties is assumed by such review approval.

1.9 Insurance OSHA. Developer shall furnish to the City upon request proof thereof that all employees and contractors engaged in the construction of Improvements are covered by adequate Worker's Compensation Insurance and Public Liability Insurance and shall require faithful compliance with all provisions of the Federal Occupational Safety and Health Act (OSHA).

(a). **OSHA Requirements.** Developer agrees that it alone bears the responsibility for providing a safe and healthy work environment and shall provide its employees with adequate orientation and training to safely perform the scope of work set forth in this contract. Developer's Contractor shall at all times comply with the safety and health regulations of the Occupational Safety and Health Act of 1970 (29 CFR 1926) including all amendments and modifications thereto. In the event there is a conflict between the safety and health provisions of federal, state or local regulations, the more stringent provision shall prevail. Developer acknowledges and agrees that with respect to the scope of work under this contract, Developer's Contractor shall comply with all obligations and assume all responsibilities for its actions as required by all OSHA rules and regulations. The Contractor shall adhere to all federal, state and local safety and health regulations, laws and ordinances and shall comply with all obligations and assume all responsibilities imposed upon the "controlling contractor" as such term is defined and construed under all OSHA rules and regulations.

2.0 CONSTRUCTION OF IMPROVEMENTS

2.1 Rights-of-Way, Easements and Permits. Before the City may approve construction plans for any Improvements herein agreed upon, Developer shall acquire, at its own expense, all rights-of-way and easements depicted on the Plat, as required by the City for the construction of the Improvements. All such conveyances shall be free and clear of liens, taxes and encumbrances and shall be by deed, easement, license, agreement in form and substance acceptable to the City Administrator or the Administrator's designee. All title documents shall be recorded at the Developer's expense.

3.0 INFRASTRUCTURE IMPROVEMENTS

3.1 Public Improvements

The Developer agrees to construct public improvements (the "Improvements"), within the Subdivision, depicted on Exhibit "A" attached hereto and fully incorporated herein by this reference. The Developer shall be responsible for providing the City with a Security Bond, Letter of Credit, or cash deposit with the City (the "Security") guaranteeing installation of the Improvements that are not completed prior to issuance of the first building permit. The amount shall be one hundred twenty-five percent (125%) of the applicable phased estimated cost of the required Improvements per approved Construction Drawings. The City may accept portions of the Improvements, reducing the Security for each portion completed and accepted by the City, to no less than twenty-five percent (25%) of the actual or estimated construction costs, whichever is greater, for each completed system. Each Improvement phase shall define a system, i.e. roadways system, sewer system, water system. The remaining twenty-five percent (25%) percent for each system shall be retained to secure the Developer's warranty during the designated warranty period. A warranty period of two (2) years shall apply to all public improvements. The City shall release or return the Security to the Developer within Thirty (30) days of receipt of the Conditional Acceptance as provided in paragraph 1.5 herein, less the twenty-five percent (25%) of construction costs to be retained during the warranty period. Upon Final Acceptance of the Improvements as provided in paragraph 1.6 herein, the twenty-five percent (25%) Security retained during the warranty period shall be released or returned to the Developer within Thirty (30) days of issuance of the Final Acceptance.

4.0 LANDSCAPE, PARK AND TRAIL IMPROVEMENTS

The Developer agrees to construct certain Landscape, Park and Trail improvements located within the Subdivision (the "Landscape, Park and Trail Improvements") per the approved P.U.D. referenced as Exhibit "C" attached hereto and fully incorporated herein by this reference, as part of the Improvements. No more than thirty (30) building permits for lots shall be issued until the Landscape, Park and Trail improvements are complete or surety is provided. The surety shall be in the amount of one hundred twenty-five percent (125%) of the estimated cost of the Landscape, Park and Trail Improvements as shown on Exhibit "B", or portion thereof, for improvements that do not have construction acceptance at the time of application for the first (1st) building permit. Surety in the amount of 25% shall be provided, at the time of recording, for improvements that have received construction acceptance under the terms of this agreement. The Landscape, Park and Trail Improvements are depicted in the Construction Drawings for The Courtyard Lupton Village, attached as Exhibit "D" hereto and incorporated herein by reference.

5.0 SPECIFICATIONS.

All street improvements, curb, gutter and sidewalks and appurtenances thereto, water mains, sewer mains and stormwater improvements shall be constructed and installed so as to meet or exceed City-approved plans, specifications and the Improvements described on Exhibit "A" Public Improvements and Exhibit "B" Off-site Improvements. All streets within the Subdivision shall be constructed to City Standards and Specifications per the approved Construction Plans and based upon a site-specific geotechnical study and pavement design. All streetscaping will meet the requirements of the Fort Lupton Subdivision Regulations. Detention pond improvements will be required at the time of construction on the site as determined by the Phase III Drainage Study submitted.

6.0 OTHER REQUIREMENTS

6.1 Trash, Debris, Mud. Developer agrees that, during construction of the Development and Improvements described herein, Developer shall take any and all steps necessary to control trash, debris and wind or water erosion in the Development. Developer agrees to take any and all steps necessary to prevent the transfer of mud or debris from the construction site into public rights-of-way and to immediately remove such mud and debris from public rights-of-way after notification by the City. If these requirements are not met, the developer will be responsible for reimbursing the City for any costs incurred by the City in mitigating impacts of trash, debris, and mud.

6.2 Erosion Control and Sedimentation Plan. Developer agrees to submit an erosion control and sedimentation plan for review and approval by the City Engineer prior to commencement of construction on the site. Each individual lot will require erosion control measures be taken. Colorado State permits required shall be the responsibility of the Developer.

7.0 MISCELLANEOUS TERMS

7.1 Local Codes and Ordinances. In addition to any of the items listed in this Agreement, all construction in the Development is subject to all local Codes and Ordinances as adopted by the City subject to exceptions agreed or granted.

7.2 Recording of Agreement. The City shall record this Agreement at Developer's expense in the office of the Clerk and Recorder, County of Weld, State of Colorado, and the City shall retain the recorded Agreement.

7.3 Binding Effect of Agreement. This Agreement shall run with the land included within the Development and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

7.4 Modification and Waiver. No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any section of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

7.5 Notices. Any notice or communication required or permitted hereunder shall be given in writing and shall be personally delivered or sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

CITY: City of Fort Lupton
Attention: City Administrator
130 South McKinley Avenue
Fort Lupton, Colorado 80621

DEVELOPER: Lupton Village One, LLC
Attn: Fred Croci
PMB 330
1540 Main Street, #218
Windsor, CO 80550

or to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable parties in conformance with this procedure. Notices shall be effective upon mailing or personal delivery in compliance with this paragraph.

7.6 Force Majeure. Whenever Developer is required to complete construction, maintenance, repair or replacement of Improvements by an agreed upon deadline, the City shall grant a reasonable extension of time if the performance cannot, as a practical matter, be completed in a timely manner due to acts of God or other circumstances constituting force majeure or beyond the reasonable control of the Developer.

7.7 Approvals. Whenever approval or acceptance of a matter is required or requested of the City pursuant to any provisions of this Agreement, the City shall act reasonably in responding to such matter, and no such approval or acceptance shall be unreasonably withheld or delayed.

7.8 Title and Authority. Developer warrants to the City that it is the record owner of the Subject Property upon which the Development shall be constructed or is acting in accordance with the authority of the owner. The undersigned further warrants to have full power and authority to enter into this Agreement.

7.9 Severability. This Agreement is to be governed and construed according to the laws of the State of Colorado. In the event that any provision of this Agreement is held to be violative of city, state or federal laws and hereby rendered unenforceable, either party, in its sole discretion, may determine whether the remaining provisions will or will not remain in force.

**CITY OF FORT LUPTON
CITY COUNCIL**



Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Michael Sanchez, Ward 3

Zo Stieber, Mayor

David Crespin, Ward 1
Tommy Holton, Ward 2
, Ward 3

AM 2020-013

**MULTIMODAL OPTIONS FUND - LOCAL FUND PROJECT SUBMITTAL REQUEST FROM
THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT).**

I. **Agenda Date:** Council Meeting – January 7, 2020

II. **Attachments:**

- a. Resolution 2020-0xx.
- b. Application.
- c. Overview Map

III. **Summary Statement:**

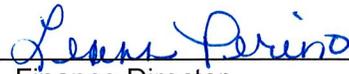
The Colorado Department of Transportation has funding for Pedestrian and Bicycle/ Non-motorized transportation projects. Council approved in the 2020 budget \$210,000 to go towards bike lanes and sidewalks from Twombly Elementary down eventually to the Public Library area. This section of the project will head west from Twombly along 9th Street to Pacific Avenue, and then will run along the eastern edge of Railroad Park down just short of 4th Street. This will set the stage for a future connection with the street scape project at 4th Street and Denver Avenue, and eventually continue down south along McKinley Avenue towards the Library. The request is for \$400,000 from the Multimodal funds to help progress the project.

IV. **Submitted by:**



Monroe Peck Staff Engineer

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

RESOLUTION NO. 2020Rxxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE SUBMITTAL OF AN APPLICATION TO THE COLORADO DEPARTMENT OF TRANSPORTATION FOR FUNDING OF PEDESTRIAN AND BICYCLE/NON-MOTORIZED TRANSPORTATION PROJECTS AND AUTHORIZE THE MAYOR'S SIGNATURE

WHEREAS, Colorado Department of Transportation, "CDOT" has funding for Pedestrian and Bicycle/ Non-motorized transportation projects, and

WHEREAS, Council approved in the 2020 budget \$210,000 to go towards bike lanes and sidewalks, and

WHEREAS, This section of the project will head west from Twombly Elementary School, along 9th Street to Pacific Avenue, and then will run along the eastern edge of Railroad Park down just short of 4th Street. This will set the stage for a future connection with the streetscape project at 4th Street and Denver Avenue, and eventually continue down south along McKinley Avenue towards the Library, and

WHEREAS, the request is for \$400,000 from the Multimodal funds to help progress the project, and

WHEREAS, CDOT funds require a 50% match but there is the opportunity to request elimination and/or reduction in match requirements.

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby approves the submittal of the application to the Colorado Department of Transportation for the funding for Pedestrian and Bicycle/Non-motorized transportation projects and authorizes the Mayor to sign

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 7th DAY OF JANUARY 2020.

City of Fort Lupton, Colorado

Zo Stieber, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

IX. Detail of Issue/Request:

The Colorado Department of Transportation has funding for Pedestrian and Bicycle/ Non-motorized transportation projects. Council approved in the 2020 budget \$210,000 to go towards bike lanes and sidewalks from Twombly Elementary down eventually to the Public Library area. This section of the project will head west from Twombly along 9th Street to Pacific Avenue, and then will run along the eastern edge of Railroad Park down just short of 4th Street. This will set the stage for a future connection with the street scape project at 4th Street and Denver Avenue, and eventually continue down south along McKinley Avenue towards the Library. The request is for \$400,000 from the Multimodal funds to help progress the project.

The CDOT funds require a 50% match but there is the opportunity to request elimination and/or reduction in match requirements. We are pursuing this option along with the submittal as supporting information should move us to the elimination of match category.

X. Legal/Political Considerations:

Legal Counsel has reviewed and has no concerns.

XI. Alternatives/Options:

1. Approve submittal of the application to requests of Funds
2. Don't approve the submittal of the application.

XII. Financial Considerations:

The Street Sales Tax fund has \$120,000 budgeted for bike trails and General Fund Parks has \$90,000 budgeted for North Railroad Park sidewalks. Total amount budgeted between the two funds of \$210,000.

XIII. Staff Recommendation:

Staff recommends approval.

MULTIMODAL OPTIONS FUND - LOCAL FUND PROJECT SUBMITTAL

Colorado Department of Transportation

APPLICANT INFORMATION			
1. ELIGIBLE APPLICANT AGENCY – indicate ONE <input type="checkbox"/> Other _____ <input type="checkbox"/> Municipality <input type="checkbox"/> County <input type="checkbox"/> Transit Agency <input type="checkbox"/> School Dist. <input type="checkbox"/>			
2. AGENCY NAME City of Fort Lupton		3. ADDITIONAL CO-SPONSORS	
4. CONTACT PERSON Roy Vestal	TITLE Public Works Director	PHONE 970-466-6109	
5. AGENCY MAILING ADDRESS 130 S. McKinley Avenue	CITY Fort Lupton	STATE CO	ZIP 80654
PROJECT DESCRIPTION			
6. PROJECT NAME Elementary to Library Connection Project – Part 1			
7. PROJECT LOCATION/ADDRESS - if applicable Twombly Elementary School to Fort Lupton Public Library 1600 9 th St to 425 S Denver Ave		8. PROJECT PHYSICAL LIMITS (mileposts, intersecting roadways, boundaries, etc.) 1600 9 th St to 425 S Denver Ave	
9. COUNTY(ies) Weld	10. MUNICIPALITY(ies) City of Ft. Lupton		
12. 1-2 SENTENCE DESCRIPTION OF PROJECT The beginning of the 10 ft. wide bike trail from Twombly Elementary School to 4 th St/Railroad Park for Safe Routes to School.			
ELIGIBILITY			
13. PROJECT ELEMENTS – check all that apply			
PEDESTRIAN & BICYCLE/ NON-MOTORIZED TRANSPORTATION <input type="checkbox"/> Bicycle & pedestrian facilities - construction <input type="checkbox"/> Bicycle & pedestrian facilities - design <input type="checkbox"/> Infrastructure related projects to provide safe routes for non-drivers <input type="checkbox"/> Planning/study for bicycle/non-motorized transportation		FIXED-ROUTE OR ON-DEMAND TRANSIT <input type="checkbox"/> Planning, feasibility or service delivery study <input type="checkbox"/> Transit Vehicle purchase <input type="checkbox"/> Transit Operations <input type="checkbox"/> Administration, Maintenance or Passenger facility <input type="checkbox"/> Equipment	

OTHER

- Transportation Demand Management programs
- Multimodal Mobility projects enabled by new technology
- Multimodal Transportation studies

PLAN INTEGRATION

14. Is your project defined in a regional plan? Y / N If yes, please identify the plan:
 15. Is your project defined in a local plan? Y / N If yes, please identify the plan:

FUNDING

PROJECT COST	TOTAL (\$)
16. MMOF FUNDS REQUESTED	\$400,000.00
17. MATCH FUNDING SOURCE(S)*	
City of Ft. Lupton Budgeted Funds	\$210,000.00
18. TOTAL PROJECT COST	\$610,000.00

*Please list all funding sources.

REQUIRED INFORMATION

19. REQUIRED ATTACHMENTS – please label attachments accordingly

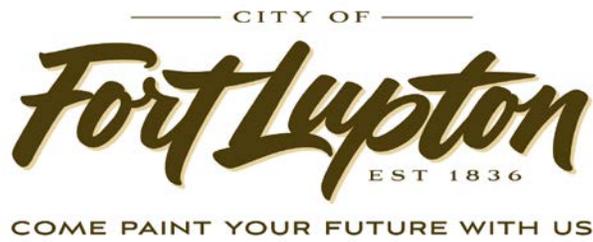
- Attachment A – Description of proposed project
- Attachment B – Maps, plans and photographs
- Attachment C – Evidence of eligibility by project category
- Attachment D – Benefits of proposed project
- Attachment E – Environmental Review
- Attachment F – Cost estimate and project implementation schedule signed by CDOT
- Attachment G – Proposed maintenance plans, agreements, covenants
- Attachment H – Resolutions of community financial support and letters of approval
- Attachment I – Right-of-way or legal property description

SIGNATURE

20. AUTHORIZED AGENCY REPRESENTATIVE SIGNATURE		TITLE
		DATE

Attachment B – Overview Map





Upcoming Events

January 6, 8, 10, 2019	Curbside Christmas Tree Pick-Up
January 14, 2020	Town Hall Meeting, 6:30 p.m. at 130 S. McKinley Ave.
January 20, 2020	City Offices Closed in Observance of Martin Luther King Day
January 21, 2020	City Council Meeting, 7:00 p.m. at 130 S. McKinley Ave.
January 28, 2020	Town Hall Meeting, 6:30 p.m. at 130 S. McKinley Ave.