

City of Fort Lupton

City Council Agenda

Regular Meeting

June 2, 2020

7:00 p.m.

130 South McKinley Avenue

Remote Meeting Instructions

To join the meeting from your computer, tablet or smartphone:

<https://global.gotomeeting.com/join/623516477>

To join the meeting by phone:

United States (Toll Free): 1 866 899 4679

United States: +1 (312) 757-3117

Access Code: 623-516-477

Additional Instructions can be found at the end of this Agenda.

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. 06022020 Accounts Payable

Documents:

[06022020 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. 05192020 City Council Meeting Minutes

Documents:

[05192020 City Council Meeting Minutes.pdf](#)

- b. **Second Reading Ordinance 2020-1087 An Ordinance Annexing Land Legally Described In Exhibit "A" Known As The Morrison Annexation And Approving The Annexation Agreement**

Documents:

[Second Reading Ordinance 2020-1087 Morrison Annexation.pdf](#)

- c. **Second Reading Ordinance 2020-1088 Initially Zoning Land Known As The Morrison Initial Zoning, Legally Described In Exhibit A, To The 'A' Agricultural Zone District**

Documents:

[Second Reading Ordinance 2020-1088 Morrison Initial Zoning To A Agricultural.pdf](#)

- d. **AM 2020-105 Rejection Of Bids For The Koshio Park Renovation**

Documents:

[AM 2020-105 Rejection Of Bids For The Koshio Park Renovation.pdf](#)

Action Memorandum

- a. **AM 2020-102 Approve Payment Back To Department Of Local Affairs (DOLA) For County Road 12 EIAF Grant Overpayment Of \$27,650.37**

Documents:

[AM 2020-102 Approve Payment To Department Of Local Affairs.pdf](#)

[A Project Summary.pdf](#)

[B EIAF Grant Final Report.pdf](#)

[C Grant Agreement.pdf](#)

- b. **AM 2020-103 Approval Of The Public Improvements Agreement With Fort Lupton Fire Protection District For The Fire Station #3 Site Plan**

Documents:

[AM 2020-103 Approval Of The Public Improvements Agreement With Fort Lupton Fire Protection District 3 Site Plan.pdf](#)
[A Resolution 2020-Xxx.pdf](#)
[B Public Improvements Agreement.pdf](#)

c. **AM 2020-104 Approval Of The Subdivision Improvements Agreement With Arbor Capital Partners LLC For The Cottonwood Green PUD**

Documents:

[AM 2020-104 Approval Of The Subdivision Improvements Agreement With Arbor Capital Partners For The Cottonwood Greens PUD.pdf](#)
[A Resolution 2020-Xxx Cottonwood Greens PUD.pdf](#)
[B Subdivision Improvement Agreement.pdf](#)

d. **AM 2020-106 Adopt An Ordinance Amending Specific Provisions Of The Fort Lupton Municipal Code For Retail Mobile Food Vending, Chapter 6, Article I, Section 6-20**

Documents:

[AM 2020-106 Adopt An Ordinance Amending The Fort Lupton Municipal Code Section 6-20.Pdf](#)
[A Ordinance 2020-10xx.pdf](#)

e. **AM 2020-107 An Emergency Ordinance Of The City Council Of Fort Lupton Enacting, Chapter 2, Administration And Personnel Article II Mayor And City Council, Section 2-38 Connected Meetings, Of The Fort Lupton Municipal Code And Declaring An Emergency**

Documents:

[AM 2020-107 An Emergency Ordinance Enacting Section 2-38 Connected Meetings Of The Fort Lupton Municipal Code.pdf](#)
[A Ordinance 2020-Xxxx.pdf](#)

f. **AM 2020-108 Approving A Resolution Establishing Connected Meeting Policy And Procedures**

Documents:

[AM 2020-108 Approving A Resolution Establishing Connected Meeting Policy And Procedures.pdf](#)
[A Resolution 2020Rxxx Adopting Policy And Procedures.pdf](#)
[B Connected Meeting Policy And Procedures.pdf](#)

Staff Reports

Mayor/Council Reports

Executive Session

"To hold a conference with the City's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-405(4)(b)". Related to investigation into matters involving City business.

Future City Events

a. 06022020 Upcoming Events

Documents:

[06022020 Upcoming Events.pdf](#)

Adjourn

City Council Remote Meeting Instructions

NOTE: The meeting will be held at City Hall in the Council Chambers. You are welcome to attend either in person or remotely through GoToMeetings. For your safety and ours we will be enforcing social distancing protocols, including but not limited to, limiting the number of people allowed into Council Chambers at a time, encouraging the use of face masks, and requiring a six-foot separation. Additional instructions on meeting conduct will be provided prior to the start of the meeting.

When calling in, please be sure to mute your microphone on your computer, phone or tablet. City Staff and/or the Mayor will provide instructions on when and how comments can be made by the public. Other instructions on meeting conduct will be provided at the start of the meeting.

You can also dial in using your phone.

(For supported devices, tap a one-touch number below to join instantly.)

Call: United States (Toll Free): 1 866 899 4679

- One-touch: tel:+18668994679,,623516477#

United States: +1 (312) 757-3117

- One-touch: [Tel:+13127573117,,623516477#](tel:+13127573117,,623516477#)

Access Code: 623-516-477

New to GoToMeeting? Get the app now and be ready when your first meeting starts:
<https://Global.gotomeeting.com/Install/623516477>

If you have already installed the app, click on the following link:

<https://Global.gotomeeting.com/Join/623516477>

Please read the entirety of the procedures listed below for your use.

Remote Participation: Options for Remote Participation

1. By Telephone: The Town Hall meeting is for the public to have open discussion with Council regarding any topic. Members of the public who wish to provide public comment on any item must call:

1 866-899-4679 or 1 (312) 757-3117, then there will be a prompt to enter the Access Code 623-516-477.

2. By Electronic Mail: Members of the public may also provide public comment or comment on a specific item by sending an email to mpena@fortluptonco.gov. The email must be received by 6:00 p.m. the day of the meeting. Your email will be read to the City Council.

3. In Person: To promote social distancing, the lobby at City Hall will have a tablet available to participate electronically if you would like to provide public comment. There will be seating spread six feet apart throughout the lobby while waiting for the opportunity to speak



Vendor Number Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
Bank Code: Golf Course-Golf Course							
000024 82677	ACE HARDWARE OF FORT LUPTON Invoice	05/21/2020	05/25/2020 GOLF-MENDING BRACE, BAR HOLDER, FA	Regular	0.00 0.00	18.41 18.41	83696
000048 9970594771	AIRGAS USA LLC Invoice	05/21/2020	05/25/2020 GOLF-CYLINDER RENTAL-MAINT	Regular	0.00 0.00	12.53 12.53	83697
000307 606460120790 M	COMCAST CABLE COMM, LLC Invoice	05/21/2020	05/25/2020 GOLF-INTERNET/VOICE SERVICES-PRO SH	Regular	0.00 0.00	235.23 235.23	83698
000525 14719678-00	GEORGE T. SANDERS COMPANY Invoice	05/21/2020	05/25/2020 GOLF-CHAMPION TANK BOWL-MAINT	Regular	0.00 0.00	27.83 27.83	83699
000735 1827876-00	LL JOHNSON DISTRIBUTING Invoice	05/21/2020	05/25/2020 GOLF-GEAR ASSMBLY-MAINT	Regular	0.00 0.00	580.53 580.53	83700
001530 INVP500108946 INVP500108953 INVP500111392	TARGET SPECIALTY PRODUCTS Invoice Invoice Invoice	05/21/2020 05/21/2020 05/21/2020	05/25/2020 GOLF-24-04-10 TARGET PRO-MAINT GOLF-24-04-10 TARGET PRO-MAINT GOLF-PLANT NUTRIENTS-MAINT	Regular	0.00 0.00 0.00	1,557.50 215.00 967.50 375.00	83701
001594 13391145RI 13391150RI 13391152RI	WILBUR-ELLIS COMPANY LLC Invoice Invoice Invoice	05/21/2020 05/21/2020 05/21/2020	05/25/2020 GOLF-RYE SEED-MAINT GOLF-OARS HS-MAINT GOLF-LIQUID PS CARS-MAINT	Regular	0.00 0.00 0.00	2,620.00 720.00 950.00 950.00	83702
000044 147763	AGFINITY INC Invoice	04/15/2020	06/02/2020 GOLF-FUEL DELIVERIES-MAINT	Regular	0.00 0.00	306.99 306.99	83703
002445 6527920	TCF NATIONAL BANK Invoice	05/27/2020	06/02/2020 GC-MAY20 LEASE PAYMENT-GOLF	Regular	0.00 0.00	10,678.08 10,678.08	83704
001105 414598995	TOSHIBA FINANCIAL SERVICES Invoice	05/27/2020	06/02/2020 GC-MAY20 COPIER LEASE-GOLF	Regular	0.00 0.00	226.50 226.50	83705
001225 703499	YAMAHA MOTOR CORP Invoice	05/27/2020	06/02/2020 GG-M19101296 EQUIP LEASE-GOLF	Regular	0.00 0.00	10,798.08 10,798.08	83706
000285 43020 SALES TAX	COLORADO DEPARTMENT OF REVENUE Invoice	05/20/2020	05/20/2020 GOLF-APRIL20 SALES TAX	Bank Draft	0.00 0.00	249.97 249.97	DFT0001273

Bank Code Golf Course Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	15	11	0.00	27,061.68
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	1	1	0.00	249.97
EFT's	0	0	0.00	0.00
	16	12	0.00	27,311.65

Council Check Report

Date Range: 05/20/2020 - 06/02/2020

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						
002478	ALICIA HARDKINS	05/21/2020	Regular	0.00	91.00	67553
2006439.001	Invoice	05/21/2020	REC CENTER REFUNDS	0.00	43.00	
2006467.001	Invoice	05/21/2020	REC CENTER REFUNDS	0.00	48.00	
002476	AMANDA HERRMAN	05/21/2020	Regular	0.00	86.00	67554
2006441.001	Invoice	05/21/2020	REC CENTER REFUNDS	0.00	86.00	
002473	AMBER MEANEY	05/21/2020	Regular	0.00	96.00	67555
2006446.001	Invoice	05/21/2020	REC CENTER REFUNDS	0.00	96.00	
002464	AMY WILBUR	05/21/2020	Regular	0.00	48.00	67556
2006453.001	Invoice	05/21/2020	REC CENTER REFUNDS	0.00	48.00	
002480	APRIL GREGORY	05/21/2020	Regular	0.00	91.00	67557
2006438.001	Invoice	05/21/2020	REC CENTER REFUNDS	0.00	43.00	
2006466.001	Invoice	05/21/2020	REC CENTER REFUNDS	0.00	48.00	
002486	BRANDI BEJARANO	05/21/2020	Regular	0.00	48.00	67558
2006471.001	Invoice	05/21/2020	REC CENTER REFUNDS	0.00	48.00	
002471	CATHLEEN OWENS	05/21/2020	Regular	0.00	96.00	67559
2006448.001	Invoice	05/21/2020	REC CENTER REFUNDS	0.00	96.00	
002484	DAQIRI BOVEE	05/21/2020	Regular	0.00	96.00	67560
2006457.001	Invoice	05/21/2020	REC CENTER REFUNDS	0.00	48.00	
2006458.001	Invoice	05/21/2020	REC CENTER REFUNDS	0.00	48.00	
002465	DEANA TORRES	05/21/2020	Regular	0.00	48.00	67561
2006462.001	Invoice	05/21/2020	REC CENTER REFUNDS	0.00	48.00	
002472	ELIZABETH MOORE	05/21/2020	Regular	0.00	48.00	67562
2006469.001	Invoice	05/21/2020	REC CENTER REFUNDS	0.00	48.00	
002463	ISABEL ZAPIEN	05/21/2020	Regular	0.00	96.00	67563
2006463.001	Invoice	05/21/2020	REC CENTER REFUNDS	0.00	96.00	
002481	IVETE GOMEZ	05/21/2020	Regular	0.00	96.00	67564
2006459.001	Invoice	05/21/2020	REC CENTER REFUNDS	0.00	48.00	
2006465.001	Invoice	05/21/2020	REC CENTER REFUNDS	0.00	48.00	
002284	JAMEEHA ADAME	05/21/2020	Regular	0.00	48.00	67565
2006454.001	Invoice	05/21/2020	REC CENTER REFUNDS	0.00	48.00	
002466	JAMIE SNEVELY	05/21/2020	Regular	0.00	96.00	67566
2006452.001	Invoice	05/21/2020	REC CENTER REFUNDS	0.00	96.00	
002491	JANINE GRIFFITH	05/21/2020	Regular	0.00	100.00	67567
2006430.001	Invoice	05/21/2020	REC CENTER REFUNDS	0.00	100.00	
002487	JENNEL BARROWS	05/21/2020	Regular	0.00	48.00	67568
2006472.001	Invoice	05/21/2020	REC CENTER REFUNDS	0.00	48.00	
002483	JENNIFER CANNON	05/21/2020	Regular	0.00	48.00	67569
2006445.001	Invoice	05/21/2020	REC CENTER REFUNDS	0.00	48.00	
002475	JESSICA LANDSRUD	05/21/2020	Regular	0.00	91.00	67570
2006442.001	Invoice	05/21/2020	REC CENTER REFUNDS	0.00	43.00	
2006447.001	Invoice	05/21/2020	REC CENTER REFUNDS	0.00	48.00	
002482	JUANITA CUBILLO	05/21/2020	Regular	0.00	48.00	67571
2006474.001	Invoice	05/21/2020	REC CENTER REFUNDS	0.00	48.00	
002096	JURENE RHEES	05/21/2020	Regular	0.00	48.00	67572
2006450.001	Invoice	05/21/2020	REC CENTER REFUNDS	0.00	48.00	

Council Check Report

Date Range: 05/20/2020 - 06/02/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
002372	JUSTINA PADILLA	05/21/2020	Regular	0.00	96.00	67573
2006460.001	Invoice	05/21/2020	REC CENTER REFUNDS	0.00	48.00	
2006468.001	Invoice	05/21/2020	REC CENTER REFUNDS	0.00	48.00	
002470	KRISTA PEACE	05/21/2020	Regular	0.00	96.00	67574
2006470.001	Invoice	05/21/2020	REC CENTER REFUNDS	0.00	96.00	
002469	LAURA REITMAN	05/21/2020	Regular	0.00	48.00	67575
2006461.001	Invoice	05/21/2020	REC CENTER REFUNDS	0.00	48.00	
002477	LINDSEY HERNANDEZ	05/21/2020	Regular	0.00	43.00	67576
2006440.001	Invoice	05/21/2020	REC CENTER REFUNDS	0.00	43.00	
002474	LORETTA MANN	05/21/2020	Regular	0.00	43.00	67577
2006443.001	Invoice	05/21/2020	REC CENTER REFUNDS	0.00	43.00	
001450	MARIA CHAVEZ	05/21/2020	Regular	0.00	96.00	67578
2006464.001	Invoice	05/21/2020	REC CENTER REFUNDS	0.00	96.00	
002489	MARIBEL MARQUEZ	05/21/2020	Regular	0.00	250.00	67579
2006436.001	Invoice	05/21/2020	REC CENTER REFUNDS	0.00	250.00	
002490	NORMA OLIVAS	05/21/2020	Regular	0.00	410.00	67580
2006431.001	Invoice	05/21/2020	REC CENTER REFUNDS	0.00	410.00	
002293	PATRICIA ALLEN	05/21/2020	Regular	0.00	48.00	67581
2006455.001	Invoice	05/21/2020	REC CENTER REFUNDS	0.00	48.00	
002387	ROZALYN ROJO	05/21/2020	Regular	0.00	48.00	67582
2006451.001	Invoice	05/21/2020	REC CENTER REFUNDS	0.00	48.00	
002468	SARA RUSHFELDT	05/21/2020	Regular	0.00	48.00	67583
2006475.001	Invoice	05/21/2020	REC CENTER REFUNDS	0.00	48.00	
002479	SARAH GREGORY	05/21/2020	Regular	0.00	48.00	67584
2006477.001	Invoice	05/21/2020	REC CENTER REFUNDS	0.00	48.00	
002485	STEPHANIE BENTZ	05/21/2020	Regular	0.00	96.00	67585
2006456.001	Invoice	05/21/2020	REC CENTER REFUNDS	0.00	48.00	
2006473.001	Invoice	05/21/2020	REC CENTER REFUNDS	0.00	48.00	
002492	STEPHANIE HAMBURG	05/21/2020	Regular	0.00	100.00	67586
2006433.001	Invoice	05/21/2020	REC CENTER REFUNDS	0.00	100.00	
002488	TIMBRA ARENDT	05/21/2020	Regular	0.00	91.00	67587
2006434.001	Invoice	05/21/2020	REC CENTER REFUNDS	0.00	43.00	
2006435.001	Invoice	05/21/2020	REC CENTER REFUNDS	0.00	48.00	
002467	WALTER SEEGRIST	05/21/2020	Regular	0.00	91.00	67588
2006444.001	Invoice	05/21/2020	REC CENTER REFUNDS	0.00	43.00	
2006476.001	Invoice	05/21/2020	REC CENTER REFUNDS	0.00	48.00	
000031	ADAMSON POLICE PRODUCTS	05/25/2020	Regular	0.00	110.00	67589
INV326330	Invoice	05/20/2020	GF-UNIFORMS GEERDES-PD	0.00	110.00	
000037	ADVANCED URGENT CARE AND OCC MED	05/25/2020	Regular	0.00	190.00	67590
56096	Invoice	05/20/2020	GF-DOT PHYSICAL JENKINS-PARKS	0.00	85.00	
56097	Invoice	05/20/2020	HEP B VACCINE - ADAME, L	0.00	105.00	
001646	BANK OF COLORADO	05/25/2020	Regular	0.00	32.97	67591
6682 MAY2020	Invoice	05/20/2020	GF-CREDIT CARD FEES-STREETS	0.00	32.97	
000247	CLIFTONLARSONALLEN LLP	05/25/2020	Regular	0.00	9.52	67592
2427844 BAL	Invoice	05/21/2020	GF-2019 AUDIT FINANCE-FIN	0.00	9.52	
000306	COMCAST BUSINESS	05/25/2020	Regular	0.00	2,163.94	67593

Council Check Report

Date Range: 05/20/2020 - 06/02/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
930000301/1005	Invoice	05/20/2020	MAY2020 INTERNET SERVICES	0.00	2,163.94	
000307	COMCAST CABLE COMM, LLC	05/25/2020	Regular	0.00	546.10	67594
606460117309 A	Invoice	05/21/2020	REC-TV/BUSINESS VIDEO/MUSIC	0.00	268.05	
606460117309 M	Invoice	05/21/2020	REC-TV BUSINESS VIDEO/MUSIC	0.00	278.05	
001517	CORE&MAIN LP	05/25/2020	Regular	0.00	487.23	67595
M231554	Invoice	05/21/2020	UF-SUPPLIES-W LINES	0.00	487.23	
000318	COREN PRINTING, INC.	05/25/2020	Regular	0.00	374.00	67596
85292	Invoice	05/20/2020	GF-PRINT SERVICES-PD	0.00	374.00	
000431	EMPLOYERS COUNCIL SERVICES, INC	05/25/2020	Regular	0.00	385.00	67597
326525	Invoice	05/20/2020	GF-DARE TO LEAD L HOWE-HR	0.00	385.00	
002448	HIGH PLAINS NEW HOLLAND	05/25/2020	Regular	0.00	120.93	67598
I08873	Invoice	05/21/2020	GF-PARTS FOR NH TRACTOR-STREETS	0.00	120.93	
001930	HUMANA HEALTH PLAN INC	05/25/2020	Regular	0.00	87,265.50	67599
379450722	Invoice	06/01/2020	GF-HEALTH, DENTAL, VISION FOR JUNE-H	0.00	87,265.50	
000691	KONE INC	05/25/2020	Regular	0.00	140.80	67600
959551277	Invoice	05/20/2020	REC-ELEVATOR INSPECTION	0.00	140.80	
002494	LEROY SACK	05/25/2020	Regular	0.00	1,058.87	67601
51820	Invoice	05/20/2020	GF-DEVELOPER DEPOSIT REFUND LUP201	0.00	1,058.87	
000735	LL JOHNSON DISTRIBUTING	05/25/2020	Regular	0.00	566.24	67602
1125783-00	Invoice	05/20/2020	GF-SPRINKLER VALVES-PARKS	0.00	566.24	
000865	OFFICE DEPOT	05/25/2020	Regular	0.00	73.19	67603
484181424001	Invoice	05/20/2020	GF-GEL CASCADE DETERGENT-ADMIN	0.00	73.19	
000862	O'REILLY AUTO PARTS	05/25/2020	Regular	0.00	11.97	67604
4489-207227	Invoice	05/21/2020	GF-FUNNELS-PARKS	0.00	11.97	
002496	PICFOAMS.COM	05/25/2020	Regular	0.00	408.61	67605
PF4071	Invoice	05/21/2020	REC-SNEEZE GUARD	0.00	408.61	
002411	PINNACLE ELECTRIC & CONSTRUCTION CORP	05/25/2020	Regular	0.00	2,600.00	67606
20-038	Invoice	05/21/2020	security lights	0.00	2,600.00	
001943	PINNACOL ASSURANCE	05/25/2020	Regular	0.00	10,281.38	67607
20026051	Invoice	05/21/2020	GF- 2020 Workman's Comp Coverage	0.00	10,041.00	
20026051 DED	Invoice	05/21/2020	WC DEDUCTIBLES	0.00	240.38	
000932	R & M SERVICES	05/25/2020	Regular	0.00	1,452.21	67608
10526	Invoice	05/21/2020	GF-OIL FILTER, OIL CHANGE-PD	0.00	60.63	
10527	Invoice	05/21/2020	GF-OIL CHANGE, RADIATOR, COOLANT	0.00	606.17	
10528	Invoice	05/21/2020	GF-OIL CHANGE CHIEF'S-PD	0.00	76.61	
10529	Invoice	05/21/2020	GF-TIRES, MOUNTED UNIT1304-PD	0.00	708.80	
001769	SECURE BY DESIGN INC	05/25/2020	Regular	0.00	1,320.00	67609
58149123	Invoice	05/21/2020	Annual Renewal - Ninite Pro	0.00	1,320.00	
001075	THE CONSOLIDATED MUTUAL	05/25/2020	Regular	0.00	601.31	67610
PUMPC APR20	Invoice	05/21/2020	UF-APR20 ELECTRICAL PERRY PIT WELL C-	0.00	32.64	
PUMPSTA APR20	Invoice	05/21/2020	UF-APR20 ELECTRICAL PERRY PIT DISCHA	0.00	102.57	
WELLB APR20	Invoice	05/21/2020	UF-APR20 ELECTRICAL PERRY PIT WELL B-	0.00	466.10	
001635	THE TALLENT COMPANY	05/25/2020	Regular	0.00	2,750.00	67611
1066	Invoice	05/21/2020	GF-COMMUNICATION SERVICES-CITY AD	0.00	2,750.00	
002497	THERESA K BARNETT	05/25/2020	Regular	0.00	123.05	67612
52020	Invoice	05/21/2020	GF-EPSON INK/INVOICE PRINTING-MISC	0.00	123.05	

Council Check Report

Date Range: 05/20/2020 - 06/02/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
001105 414186361	TOSHIBA FINANCIAL SERVICES Invoice	05/08/2020	05/25/2020 Regular Copier Lease	0.00	1,951.23 1,951.23	67613
001138 19081	UNITED POWER Invoice	05/21/2020	05/25/2020 Regular GF-POLE REPLACEMENT PACIFIC CT/LONG	0.00	2,782.37 2,782.37	67614
002132 PI-A00007297 PI-A00007369	VECTOR DISEASE CONTROL Invoice Invoice	05/21/2020 05/20/2020	05/25/2020 Regular GF- Mosquito Spraying- Shop GF- Mosquito Spraying- Shop	0.00 0.00	5,833.32 2,916.66 2,916.66	67615
001174 P00C2260205	WAGNER EQUIPMENT CO. Invoice	05/21/2020	05/25/2020 Regular GF-CUTTING EDGES-STREETS	0.00	737.20 737.20	67616
001183 79138916 79153411 79169965	WAXIE SANITARY SUPPLY Invoice Invoice Invoice	05/21/2020 05/21/2020 05/21/2020	05/25/2020 Regular REC-HAND SANITIZER STAND GF-FACE MASKS-FAC REC-GYM SANITIZING WIPES	0.00 0.00 0.00	731.60 203.00 112.00 416.60	67617
001199 FTLUPTONPD-05	WELD COUNTY PUBLIC SAFETY IT Invoice	05/21/2020	05/25/2020 Regular GF-SECURITY TOKENS GEERDES-PD	0.00	146.50 146.50	67618
002064 L0039543625	WELD MOTOR VEHICLES Invoice	05/21/2020	05/25/2020 Regular GF-VEHICLE REGISTRATION RENEWALS-PD	0.00	292.04 292.04	67619
002495 51520	WILLIAM D PENFOLD Invoice	05/21/2020	05/25/2020 Regular GF-E0014997-1 CASE REFUND-COURT	0.00	50.00 50.00	67620
001224 5320352370 APR	XCEL ENERGY-GAS Invoice	05/20/2020	05/25/2020 Regular APR2020 GAS BILL	0.00	1,130.35 1,130.35	67621
002478 2006439.001 2006467.001	ALICIA HARDKINS Invoice Invoice	05/21/2020 05/21/2020	05/25/2020 Regular REC CENTER REFUNDS REC CENTER REFUNDS	0.00 0.00	91.00 43.00 48.00	67622
002476 2006441.001	AMANDA HERRMAN Invoice	05/21/2020	05/25/2020 Regular REC CENTER REFUNDS	0.00	86.00 86.00	67623
002473 2006446.001	AMBER MEANEY Invoice	05/21/2020	05/25/2020 Regular REC CENTER REFUNDS	0.00	96.00 96.00	67624
002464 2006453.001	AMY WILBUR Invoice	05/21/2020	05/25/2020 Regular REC CENTER REFUNDS	0.00	48.00 48.00	67625
002480 2006438.001 2006466.001	APRIL GREGORY Invoice Invoice	05/21/2020 05/21/2020	05/25/2020 Regular REC CENTER REFUNDS REC CENTER REFUNDS	0.00 0.00	91.00 43.00 48.00	67626
002486 2006471.001	BRANDI BEJARANO Invoice	05/21/2020	05/25/2020 Regular REC CENTER REFUNDS	0.00	48.00 48.00	67627
000030 INV0000768	ADAMS COUNTY SHERIFF Invoice	05/27/2020	06/02/2020 Regular Academy Tuition/Flyinghawk	0.00	3,400.00 3,400.00	67628
000040 781137	AFLAC Invoice	05/12/2020	06/02/2020 Regular GF-MAY 2020 SUPPLEMENTAL INSURANC	0.00	2,764.18 2,764.18	67629
001947 G 00617833 JUN	AMERICAN UNITED LIFE INSURANCE COMPANY Invoice	06/01/2020	06/02/2020 Regular LI, AD&D, LTD, STD Ins Prem	0.00	4,809.67 4,809.67	67630
002498 E0015288-1	BLUE BEAR WASTE SERVICES Invoice	05/27/2020	06/02/2020 Regular GF-E0015288-1 RESTITUTION-COURT	0.00	420.00 420.00	67631
000267 7816820-060113	COLONIAL LIFE Invoice	05/28/2020	06/02/2020 Regular GF-COLONIAL SUPPLEMENTAL INSURANC	0.00	105.96 105.96	67632
000306	COMCAST BUSINESS		06/02/2020 Regular	0.00	3,023.10	67633

Council Check Report

Date Range: 05/20/2020 - 06/02/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
101211418	Invoice	05/15/2020	Comcast Phones	0.00	3,023.10	
000307	COMCAST CABLE COMM, LLC	06/02/2020	Regular	0.00	228.36	67634
6460164533 MAY	Invoice	05/13/2020	GF-MAY20 TV INTERNET SERVICES-BLDGS	0.00	228.36	
000316	COOKS INTERIORS	06/02/2020	Regular	0.00	1,600.77	67635
9145	Invoice	05/28/2020	RC-CARPET REPLACEMENT TEEN ROOM-R	0.00	1,600.77	
002499	ISABELLE ROSE SUGGS	06/02/2020	Regular	0.00	69.95	67636
E0015294-1	Invoice	05/27/2020	GF-E0015294-1 RESTITUTION-COURT	0.00	69.95	
000615	J & M DISPLAYS	06/02/2020	Regular	0.00	11,500.00	67637
INV0000767	Invoice	05/21/2020	GF-FIREWORKS DISPLAY-EVENTS	0.00	11,500.00	
002195	MINUTEMAN PRESS	06/02/2020	Regular	0.00	91.00	67638
33884	Invoice	05/27/2020	GF-#10 WINDOW ENVELOPES-COURT	0.00	91.00	
000865	OFFICE DEPOT	06/02/2020	Regular	0.00	191.86	67639
481807749001	Invoice	04/27/2020	GF-STORAGE CASES-PD	0.00	92.09	
481807750099	Invoice	04/24/2020	GF-COFFEE CREAMER-ADMIN	0.00	63.78	
489180670001	Invoice	05/27/2020	GF-PACKING SUPPLIES-ADMIN	0.00	35.99	
000896	PETTY CASH-FINANCE	06/02/2020	Regular	0.00	191.59	67640
052020	Invoice	05/27/2020	GF-CITY HALL PETTY CASH REIMBURSEME	0.00	191.59	
000901	PLAINS EAST MECHANICAL SERVICES LLC	06/02/2020	Regular	0.00	355.00	67641
2879-1077	Invoice	05/28/2020	GF-Parks Shop Furnace Repair-Parks	0.00	212.50	
2880-1078	Invoice	05/28/2020	RC-PRESSURE VALVE REPLACEMENT-REC	0.00	142.50	
001101	TODD HODGES DESIGN LLC	06/02/2020	Regular	0.00	10,235.00	67642
3216	Invoice	05/26/2020	GF-PLANNING SERVICES 5/11-5/24-PLAN	0.00	10,235.00	
001105	TOSHIBA FINANCIAL SERVICES	06/02/2020	Regular	0.00	260.45	67643
414596650	Invoice	05/27/2020	GF-MAY20 BASEMENT COPIER LEASE-IT	0.00	260.45	
001126	TYLER TECHNOLOGIES	06/02/2020	Regular	0.00	30,938.41	67644
025-294983	Invoice	05/27/2020	GF-INCODE COURT/FINANCE ANNUAL MA	0.00	30,938.41	
001963	WASTE CONNECTIONS OF COLO, INC	06/02/2020	Regular	0.00	102.55	67645
5299077	Invoice	05/18/2020	GF-31175457 TRASH PICKUP-PARKS SHOP	0.00	102.55	
000119	BANK OF COLORADO	05/22/2020	Bank Draft	0.00	6,020.29	DFT0001265
INV0000762	Invoice	05/22/2020	HSA DISTRIBUTION	0.00	6,020.29	
000119	BANK OF COLORADO	05/22/2020	Bank Draft	0.00	691.27	DFT0001266
INV0000763	Invoice	05/22/2020	HSA DISTRIBUTION	0.00	691.27	
001416	VALIC_1	05/22/2020	Bank Draft	0.00	28,362.67	DFT0001267
INV0000764	Invoice	05/22/2020	VALIC - 457(b) \$ Contributions	0.00	28,362.67	
001265	IRS	05/22/2020	Bank Draft	0.00	44,390.15	DFT0001268
INV0000765	Invoice	05/22/2020	Federal Withholding	0.00	44,390.15	
001418	CO DEPARTMENT OF REVENUE	05/22/2020	Bank Draft	0.00	7,174.40	DFT0001269
INV0000766	Invoice	05/22/2020	CO Withholding	0.00	7,174.40	
001130	UMB BANK NA	05/29/2020	Bank Draft	0.00	586,975.00	DFT0001271
4120	Invoice	05/29/2020	UF-WATER BOND PMT 2017 SERVICE-AD	0.00	586,975.00	
001130	UMB BANK NA	05/29/2020	Bank Draft	0.00	24,237.50	DFT0001272
4120 2	Invoice	05/29/2020	REC-BOND PAYMENT	0.00	24,237.50	
000465	FIRE & POLICE PENSION ASC	05/22/2020	Bank Draft	0.00	1,639.67	DFT0001274

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
052220	Invoice	05/22/2020	GF-SWD&D - LOCAL MP FOR 5/22/20 PAY	0.00	1,639.67	

Bank Code Pooled Cash Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	118	93	0.00	200,594.28
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	8	8	0.00	699,490.95
EFT's	0	0	0.00	0.00
	126	101	0.00	900,085.23

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	133	104	0.00	227,655.96
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	9	9	0.00	699,740.92
EFT's	0	0	0.00	0.00
	142	113	0.00	927,396.88

Fund Summary

Fund	Name	Period	Amount
600	GOLF ENTERPRISE FUND	5/2020	5,302.00
600	GOLF ENTERPRISE FUND	6/2020	22,009.65
999	POOLED CASH/CONSOLIDATED CASH	5/2020	829,797.38
999	POOLED CASH/CONSOLIDATED CASH	6/2020	70,287.85
			927,396.88

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
May 19, 2020

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 Tuesday, May 19, 2020. Due to the COVID-19 virus, the meeting was held with virtual access provided through GoToMeetings. 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, and Council Members Chris Ceretto, David Crespin, Michael Sanchez and Bruce Fitzgerald. Councilmember Tommy Holton participated by electronic communication (GoToMeeting).

Also present were City Administrator, Chris Cross, City Clerk, Mari Peña, City Attorney, Andy Ausmus, Public Works Director, Roy Vestal and Planning Director, Todd Hodges.

The following staff participated by electronic communication (GoToMeeting): Assistant City Administrator, Glenda Arextuloeta, Finance Director, Leann Perino, Staff Engineer, Monroe Peck, and Planners, Alyssa Knutson and Maria Lancto.

PERSONS TO ADDRESS COUNCIL

The City Clerk, Mari Peña stated that there was no one from the public to address the Council.

APPROVAL OF AGENDA

It was moved by Bruce Fitzgerald and seconded by Mike Sanchez to approve the Agenda as presented. Motion passed unanimously on roll call vote.

REVIEW OF ACCOUNTS PAYABLES

Council reviewed the May 19, 2020 payables; there were no questions or comments from the Mayor or Council.

CONSENT AGENDA

It was moved by Tommy Holton and seconded by David Crespin to approve the Consent Agenda the following items: 05052020 City Council Meeting Minutes, Second Reading Ordinance 2020-1083 ADOPTING AN ORDINANCE ANNEXING LAND LEGALLY DESCRIBED IN EXHIBIT "A" KNOWN AS THE C&M RODRIGUEZ ANNEXATION NOS. 1-5 AND APPROVING THE ANNEXATION AGREEMENT, Second Reading Ordinance 2020-1084 ADOPT AN ORDINANCE INITIALLY ZONING LAND KNOWN AS THE C&M RODRIGUEZ INITIAL ZONING, LEGALLY DESCRIBED IN EXHIBIT A, TO THE 'C-2' HEAVY INDUSTRIAL ZONE DISTRICT, Second Reading Ordinance 2020-1085 AN ORDINANCE ACCEPTING THE KURT W. CONNER FAMILY TRUST AND FORT LUPTON FIRE PROTECTION DISTRICT PUBLIC RIGHT OF WAY DEDICATION FOR

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
May 19, 2020

9TH STREET, and Second Reading 2020-1086 AN ORDINANCE ACCEPTING THE KURT W. CONNER FAMILY TRUST PUBLIC RIGHT OF WAY DEDICATION FOR COUNTY ROAD 31. Motion passed unanimously on roll call vote.

ACTION AGENDA

AM 2020-099 A Resolution Approving The Cottonwood Greens Final PUD Development Plan And Final Plat For Filing Nos. 1 - 3 Submitted By Arbor Capital Partners, LLC To Create A Residential Subdivision

Arbor Capital Partners, LLC has applied for approval of the Cottonwood Greens Final PUD Development Plan and Final Plats for Filings Nos. 1 – 3 (“Final PUD Plats”). The proposed development is for a residential subdivision that will include single-family detached houses and single-family attached (townhomes) house, as well as a neighborhood park, pocket parks, and a trail system that will build out a portion of the Fort Lupton Parks & Trails Master Plan. The single-family attached portion of the development will require additional submittals and review prior to development of Track D included in Filing 3. The Property is located north and adjacent to 9th Street, and between Northrup Avenue and County Road 31.

Mayor Stieber read the following advisement to the applicant’s representative: You understand that the Applicant has a right to continue this public hearing to such a date to allow a full in person public hearing? You have agreed to voluntarily waive that right on behalf of the Applicant by proceeding tonight electronically, is that correct? On behalf of the Applicant, you have voluntarily signed and submitted the written waiver and consent to proceed electronically tonight, correct? Therefore, on behalf of the Applicant, you waive Applicant’s right to proceed in an in person public hearing and have consented to proceed forward voluntarily tonight in this virtual City Council meeting, is that correct?

The applicant’s representative Kristen Turner, with TB Group, answered yes to all questions. Ms. Turner provided a presentation including the overview of the entire project. The project includes, trails, and 3 pocket parks. The project is expected to be a nice addition to the City.

Mayor Stieber read the following advisement: Have you had a full and fair opportunity to present all facts, submittals, documents, testimony and presentations in support of the application before the City Council tonight? Ms. Turner answered “yes.” Has there been anything that you or the Applicant would have liked to have presented in support of Applicant’s application that you feel you were prevented from doing so? Ms. Turner answered “no and nothing further.”

It was moved by Chris Ceretto and seconded by Michael Sanchez to approve Resolution 2020R048 A RESOLUTION APPROVING THE COTTONWOOD GREENS FINAL PUD DEVELOPMENT PLAN AND FINAL PLATS FOR FILING NOS. 1 – 3 SUBMITTED BY ARBOR CAPITAL PARTNERS, LLC TO CREATE A RESIDENTIAL SUBDIVISION. Motion passed with no vote from Councilmember Tommy Holton due to the City not having a policy for voting on quasi-judicial matters by virtual access.

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
May 19, 2020**

AM 2020-100 Approve Purchase Of Tractor And Mower For Public Works Streets From High Plains For Not To Exceed \$102,353.00 From The General Fund Public Works

The new tractor is needed by Public Works for street mowing operations. The current machine is a 1998 New Holland tractor with jury rigged attachments. Repair parts are becoming difficult to acquire. In 2019 we lost approximately 2 weeks of mowing time waiting for repairs.

Three quotes were solicited through Sourcewell (NJPA) from High Plains, Wickham Tractor Company and Deere & Company.

High Plains w/ mower, snow blade & rear window guard	New Holland TS6.120 T4B	\$102,353.00
Wickham Tractor Company w/ mower	Kubota M6-131DTC-F	\$111,954.35
Deere & Company w/loader & mower	Joh Deere 6120M	\$135,610.84

All three quotes are comparably sized machines. The New Holland tractor was selected as the low quote with all the accessories we needed and because of the City's past experience with New Holland equipment and close proximity for maintenance if needed.

Total cost is \$102,353.00 of which the Public Works Street Budget for 2020 included \$120,000.00.

It was moved by David Crespin and seconded by Bruce Fitzgerald to approve the purchase of tractor and mower for Public Works Streets from High Plains for an amount not to exceed \$102,353.00 allocated from the General Fund Public Works. Motion passed with no vote from Councilmember Tommy Holton due to lost communication.

AM 2020-101 Escrow Agreement Between The City Of Fort Lupton And Fulton Village Land Developers LLC For Payment Of Cash In Lieu For 65 Lots In Fulton Village PUD Filing 2

Fulton Village Land Developers, LLC are in the process of finalizing plans for the Fulton Village PUD residential development. The development will result in a total of 75 single family lots. Filing 1 has been approved and recorded for 10 lots. The cash in lieu water has been paid for to cover the 10 lots. 65 lots will require the payment of cash in lieu prior to recording the final plat for filing 2. The escrow agreement allows the payment required for the 65 lots to be paid prior to closing at the current City rate of \$55,000 per share of CBT. The payment will be in the amount of \$715,000.00 in a form described in the escrow agreement. Once the Fulton Village Land Developers, LLC close on the Filing 2 the payment will be non-refundable. If Fulton Village Land Developers, LLC does not close within 60 days of the date of the Escrow Agreement, the funds shall be returned

It was moved by Chris Ceretto and seconded by David Crespin to approve the escrow agreement between the City of Fort Lupton and Fulton Village Land Developers for payment of cash-in-lieu

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
May 19, 2020**

for 65 lots in Fulton Village PUD Filing 2 in the amount of \$715,000. Motion passed unanimously on roll call vote.

STAFF

Public Works Director provided information on paving of Greenwood Ct.

MAYOR/COUNCIL REPORTS

Mayor Stieber provided information on the Census Bureau and urged all citizens to respond.

FUTURE CITY EVENTS

- May 26th Town Hall Meeting, 130 S. McKinley Ave. 6:30 p.m.
- May 25th City Offices closed in observance of Memorial Day
Memorial Day Services **Cancelled** at Hillside Cemetery
- June 2nd City Council Meeting, 130 S. McKinley Ave. 7:00 p.m.
- June 9th Town Hall Meeting, 130 S. McKinley Ave. 6:30 p.m.
- June 16th City Council Meeting, 130 S. McKinley Ave. 7:00 p.m.

ADJOURNMENT

Mayor Stieber adjourned the meeting at 7:32 p.m.

Respectfully Submitted,

Maricela Peña, City Clerk

Approved by City Council

Zo Stieber, Mayor

ORDINANCE NO. 2020-1087

INTRODUCED BY: DAVID CRESPIN

ADOPT ORDINANCE 2020-1087 ANNEXING LAND LEGALLY DESCRIBED IN EXHIBIT "A" KNOWN AS THE MORRISON ANNEXATION AND APPROVING THE ANNEXATION AGREEMENT.

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 5th day of May 2020.

PUBLISHED in the Fort Lupton Press the 13th day of May 2020.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY this 2nd day of June 2020.

PUBLISHED BY TITLE ONLY the 10th day of June 2020.

EFFECTIVE (after publication) the 10th day of July 2020.

CITY OF FORT LUPTON, COLORADO

Zo Stieber, Mayor

ATTEST:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

EXHIBIT A

LOT B, RECORDED EXEMPTION NO. 1471-17-4 RE-2466, PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, AS PER MAP RECORDED JUNE 18, 1999 AT RECEPTION NO. 2701220. COUNTY OF WELD, STATE OF COLORADO.

ALSO KNOWN BY STREET NUMBER AS 13757 COUNTY ROAD 8, FORT LUPTON, CO 80621.

SAID DESCRIBED PARCEL CONTAINS 37.58 ACRES, MORE OR LESS (±).

ORDINANCE NO. 2020-1088

INTRODUCED BY: CHRIS CERETTO

ADOPT ORDINANCE 2020-1088 INITIALLY ZONING LAND KNOWN AS THE MORRISON INITIAL ZONING, LEGALLY DESCRIBED IN EXHIBIT A, TO THE 'A' AGRICULTURAL ZONE DISTRICT.

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 5th day of May 2020.

PUBLISHED in the Fort Lupton Press the 13th day of May 2020.

FINALLY READ BY TITLE ONLY, PASSED AND ORDERED PUBLISHED BY TITLE ONLY this 2nd day of June 2020.

PUBLISHED BY TITLE ONLY the 10th day of June 2020.

EFFECTIVE (after publication) the 10th day of July 2020.

CITY OF FORT LUPTON, COLORADO

Zo Stieber, Mayor

ATTEST:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

EXHIBIT A

LOT B, RECORDED EXEMPTION NO. 1471-17-4 RE-2466, PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, AS PER MAP RECORDED JUNE 18, 1999 AT RECEPTION NO. 2701220. COUNTY OF WELD, STATE OF COLORADO.

ALSO KNOWN BY STREET NUMBER AS 13757 COUNTY ROAD 8, FORT LUPTON, CO 80621.

SAID DESCRIBED PARCEL CONTAINS 37.58 ACRES, MORE OR LESS (\pm).

**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
Bruce Fitzgerald, Ward 3

AM 2020-105

THIS IS A REJECTION OF BIDS FOR THE KOSHIO PARK RENOVATION.

I. **Agenda Date:** June 2, 2020

II. **Attachments:** None

III. **Summary Statement:**

This is for the rejection of bids for the renovation of Koshio Park. The bid process was started prior to the economic uncertainty and as a fiscally prudent measure this project had been placed on hold until further notice.

IV. **Submitted by:**

Brian Oswalt, Parks

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:

Due to the recent events of the COVID 19 virus, the City of Fort Lupton will be rejecting the bids for the renovation of Koshio Park. The project was a playground and shelter renovation request. The companies that bid on the project are as follows:

Vendor Name	Option 1	Option 2	Option 3
Rocky Mountain Recreation Inc	209,410.00		
Triple M Rec / Gametime	209,760.00		
Summit Recreation	211,717.00	251,214.00	
PlayWell Group	209,284.77	209,841.21	197,683.59
Star Playgrounds	205,370.00	209,910.00	
Go Play	193,151.41	205,066.52	
Performance Recreation	200,909.00	229,682.00	
A to Z Recreation	210,000.00		

We appreciate all who submitted bids, and hopefully this is a project we can move forward with sometime in the future. A formal bid process will be put out such time.

X. Legal/Political Considerations:

N/A

XI. Alternatives/Options:

Continue with project.

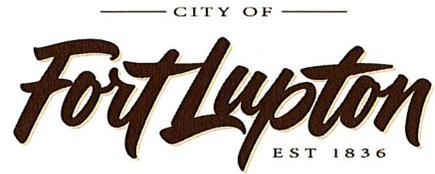
XII. Financial Considerations:

The 2020 general fund budget calls for \$250,000 for a park renovation.

XIII. Staff Recommendation:

Staff recommends that we cancel the project.

**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
Bruce Fitzgerald, Ward 3

AM 2020-102

APPROVE PAYMENT BACK TO DEPARTMENT OF LOCAL AFFAIRS (DOLA) FOR COUNTY ROAD 12 EIAF GRANT OVERPAYMENT OF \$27,650.37

- I. **Agenda Date:** Council Meeting – June 2, 2020

- II. **Attachments:**
 - a. Project Summary
 - b. EIAF Grant Final Report
 - c. Grant agreement

III. **Summary Statement:**

Approve repayment to DOLA for over payment on EIAF Grant 8793 in the amount of \$27,650.37.

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:

The City executed the DOLA EIAF Grant award agreement February 4, 2019 for paving of CR 12. The grant award was for \$400,000.00 with matching funds of \$774,300.00. The total project estimate was \$1,174,300.00.

Monthly progress payment requests were submitted to DOLA throughout the project based on a percentage of project costs. At project closeout, it was brought to our attention that the grant agreement had changed from previous grants. The City is required to contribute a minimum amount of \$743,300.00. The project costs were under budget from the original estimate due to changes during project execution. Final cost of project is \$1,068,247.74 of which the City contribution was only \$695,235.34. Request for grant reimbursements up to Request #4 totaled \$321,598.11. With payment of retention to contractor, total City contribution is less than the required \$743,300.00.

FUNDING	Orig Budget	DOLA App Match	Final
Anadarko	\$ 588,740.00	\$ 588,740.80	\$ 588,740.80
City	\$ 185,560.00	\$ 157,908.83	\$ 185,559.20
DOLA match	\$ 400,000.00	\$ 321,598.11	\$ 293,947.74
TOTAL FUNDS	\$1,174,300.00	\$1,068,247.74	\$1,068,247.74

The DOLA over payment to the City is \$27,650.37.

X. Legal/Political Considerations:

The DOLA Grant scope of work includes paragraph 6.1 "**Matching/Other Funds**. Grantee shall provide at least \$774,300 of the Total Project Cost as documented by Grantee and verified by DOLA at Project Closeout."

XI. Alternatives/Options:

- Approve payment of Grant over payment to DOLA
- Do nothing

XII. Financial Considerations:

The grant disbursements were received in the general fund and will need to be repaid through the general fund. The auditors required the expense be recorded in the 2019 financials so a budget supplemental into 2020 will not be necessary.

XIII. Staff Recommendation:

City staff recommends approval of the DOLA grant payment.



Grantee & Project Name: **Fort Lupton CR12 Repaving/Improvements**

EIAF#

8793

Reimbursement Request #

5

	Contractor, Vendor, Professional Firm, Business, Staff Position, Operating Expense, etc. To / For Which Payment Was Made	Invoice Number & Date of Invoice	Grantee Check Number	Date of Grantee Check	Total Invoice Amount	Payment made for (Budget Line Item # Below)	Amount to be Paid with State EIAF Grant Funds	Amount to be Paid with Grantee Matching Funds
1	PLM Asphalt & Concrete LLC	#6 190183-RR - 12/20/19	66619	12/30/2019	\$ 106,824.83	1	\$ (28,231.06)	\$ 15,035.93
2						2		\$ 91,788.90
3								
4								
5								
6								
7								
8								
9								
10								
					\$ 106,824.83	TOTALS:	\$ (27,650.37)	\$ 106,824.83

PROJECT EXPENSE SUMMARY (Total to Date)

	A	B	C	D	E	F
EIAF Contract Expense Line Item Description (FROM State Contract EXHIBIT B - Scope of Project - 6.2 Project Budget)	TOTAL Budget Line Item Amount (FROM State Contract - Exhibit B - 6.2 Project Budget)	Total EIAF Funds Expended To Date, including this Request	Total Grantee Funds Expended To Date, including this Request	Total In-Kind Funds Expended To Date, including this Request	Total Funds Expended (B plus C plus D)	Budgeted Funds Remaining (A minus E)
1 Construction/Improvement of Public Utilities	\$144,100.00	\$ -	\$ 150,359.26		\$ 150,359.26	\$ (6,259.26)
2 Construction/Improvement of Public Roadways	\$1,030,200.00	\$ 293,947.74	\$ 623,940.74		\$ 917,888.48	\$ 112,311.52
3		\$ -	\$ -		\$ -	\$ -
4		\$ -	\$ -		\$ -	\$ -
TOTALS:	\$1,174,300.00	\$ 293,947.74	\$ 774,300.00		\$ 1,068,247.74	\$ 106,052.26

I certify to the best of my knowledge the data in this report is correct and all expenditures were made in accordance with the grant contract agreements.

(Contract Responsible Administrator or Chief Elected Official)

DATE

Zo Stieber

Mayor

Typed Name of Signator

Title

EIAF
CTGG1 NLAA 2019*3088

SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

State Agency Department of Local Affairs	Encumbrance Number F19S8793	CMS Number 127007
Grantee CITY OF FORT LUPTON	Grant Award Amount \$400,000.00	Retainage Amount \$20,000.00
Project Number and Name EIAF 8793 – Fort Lupton CR12 Repaving/Improvements	Performance Start Date The later of the Effective Date or 01/15/2019	Grant Expiration Date 07/31/2020
Project Description The Project consists of roadway and drainage improvements as well as water main extension along Weld County Road 12 within the city limits of Fort Lupton.	Program Name Energy & Mineral Impact Assistance Program (EIAF)	
	Funding Source STATE FUNDS	
	Catalog of Federal Domestic Assistance (CFDA) Number N/A	
DOLA Regional Manager <u>Don Sandoval, (970) 679-4501,</u> <u>(don.sandoval@state.co.us)</u>	Funding Account Codes N/A	
DOLA Regional Assistant <u>Robert Thompson, (970) 679-4503,</u> <u>(robert.thompson@state.co.us)</u>	VCUST# 14199	Address Code CN002

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

<p>DEPARTMENT OF LOCAL AFFAIRS PROGRAM REVIEWER</p> <p>DocuSigned by: <u>Tara Tubb</u></p> <p>9FA2A33AF1549C... By: Tara Tubb, EIAF Program Manager</p> <p>Date: <u>1/22/2019 9:03 AM PST</u></p>	<p>STATE OF COLORADO Jared Polis, Governor DEPARTMENT OF LOCAL AFFAIRS Rick M. Garcia, Executive Director</p> <p>DocuSigned by: <u>Rick M Garcia FOR</u></p> <p>74346FA67DAB485... By: Rick M. Garcia, Executive Director</p> <p>Date: <u>1/22/2019 10:08 AM MST</u></p>
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In accordance with §24-30-202 C.R.S., this Grant is not valid until signed and dated below by the State Controller or an authorized delegate (the “Effective Date”).

STATE CONTROLLER
Robert Jaros, CPA

DocuSigned by:
Nick Seaman

81077841EBC34C...
By: Yingtse Cha, Controller Delegate
Department of Local Affairs

Effective Date: 1/23/2019 | 9:32 AM MST

TERMS AND CONDITIONS

1. GRANT

As of the Performance Start Date, the State Agency shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter (the “State”) hereby obligates and awards to Grantee shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter (the “Grantee”) an award of Grant Funds in the amount shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. TERM

A. Initial Grant Term and Extension

The Parties’ respective performances under this Grant Award Letter shall commence on the Performance Start Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter or an executed Option Letter showing the new Grant Expiration Date.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee’s obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This

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subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

C. *Reserved.*

3. AUTHORITY

Authority to enter into this Grant Award Letter exists in the law as follows:

A. *Reserved.*

B. State Authority

Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. 39-29-110 (Local Government Severance Tax Fund) and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been

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accomplished from and with appropriate agencies. This Grant Award Letter is funded, in whole or in part, with State funds.

4. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. *Reserved.*
- B. *Reserved.*
- C. “**CORA**” means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.
- D. “**Exhibits**” means the following exhibits attached to this Grant Award Letter:
 - i. **Exhibit B**, Scope of Project
 - ii. **Exhibit G**, Form of Option Letter
- E. “**Extension Term**” means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter, an amendment, or an Option Letter.
- F. *Reserved.*
- G. *Reserved.*
- H. “**Goods**” means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- I. “**Grant Award Letter**” or “**Grant**” means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- J. “**Grant Expiration Date**” means the Grant Expiration Date shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter. Work performed after the Grant Expiration Date is not eligible for reimbursement from Grant Funds.
- K. “**Grant Funds**” or “**Grant Award Amount**” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- L. “**Incident**” means any accidental or deliberate event that results in, or constitutes an imminent threat of, the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- M. “**Initial Term**” means the time period between the Performance Start Date and the initial Grant Expiration Date.
- N. *Reserved.*
- O. “**Other Funds**” means all funds necessary to complete the Project, excluding Grant Funds. Grantee is solely responsible for securing all Other Funds.
- P. “**Party**” means the State or Grantee, and “**Parties**” means both the State and Grantee.
- Q. “**Performance Start Date**” means the later of the Performance Start Date or the Execution Date shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter.

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- R. *Reserved.*
- S. *Reserved.*
- T. *Reserved.*
- U. “**Project**” means the overall project described in **Exhibit B**, which includes the Work.
- V. “**Project Budget**” means the amounts detailed in **§6.2** of **Exhibit B**.
- W. *Reserved.*
- X. *Reserved.*
- Y. “**Services**” means the services performed by Grantee as set forth in this Grant Award Letter, and shall include any services rendered by Grantee in connection with the Goods.
- Z. “**State Confidential Information**” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to State personnel records not subject to disclosure under CORA.
- AA. “**State Fiscal Rules**” means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.
- BB. “**State Fiscal Year**” means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- CC. “**State Records**” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- DD. *Reserved.*
- EE. “**Subcontractor**” means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- FF. *Reserved.*
- GG. *Reserved.*
- HH. *Reserved.*
- II. “**Work**” means the delivery of the Goods and performance of the Services described in this Grant Award Letter.
- JJ. “**Work Product**” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Performance Start Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

5. PURPOSE

The purpose of the Energy and Mineral Impact Assistance Program is to assist political subdivisions that are socially and/or economically impacted by the development, processing, or

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energy conversion of minerals and mineral fuels. The purpose of this Grant is described in **Exhibit B**.

6. SCOPE OF PROJECT

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of **Exhibit B**. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

7. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Award Amount shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter.

- i.** The State may increase or decrease the Grant Award Amount by providing Grantee with an updated Grant Award Letter or an executed Option Letter showing the new Grant Award Amount.
- ii.** The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Performance Start Date or after the Grant Expiration Date.
- iii.** Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

B. Erroneous Payments

The State may recover, at the State’s discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee. The State may recover such payments by deduction from subsequent payments under this Grant Award Letter, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

C. Matching Funds.

Grantee shall provide the Other Funds amount shown on the Project Budget in **Exhibit B** (the “Local Match Amount”). Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Grant Award Letter each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee’s laws or policies.

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D. Reimbursement of Grantee Costs

The State shall reimburse Grantee’s allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Project Budget in **Exhibit B**.

- i.** Upon request of the Grantee, the State may, without changing the maximum total amount of Grant Funds, adjust or otherwise reallocate Grant Funds among or between each line of the Project Budget by providing Grantee with an executed Option Letter or formal amendment.

E. Close-Out and De-obligation of Grant Funds

Grantee shall close out this Grant no later than 90 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee’s final reimbursement request or invoice. Any Grant Funds remaining after submission and payment of Grantee’s final reimbursement request are subject to de-obligation by the State.

8. REPORTING – NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out period described in **§7.E**.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting this Award.

9. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee’s office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee’s performance of its obligations under this Grant Award Letter using procedures as determined by the State. The State shall monitor Grantee’s performance in a manner that does not unduly interfere with Grantee’s performance of the Work.

C. Audits

Grantee shall comply with all State and federal audit requirements.

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10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security (<http://oit.state.co.us/ois>) and all applicable laws, rules, policies, publications, and guidelines. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

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11. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration.

12. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

13. REMEDIES

In addition to any remedies available under any Exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant Funds to the State in the State's sole discretion. The State may also terminate this Grant Award Letter at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

14. DISPUTE RESOLUTION

Except as herein specifically provided otherwise, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

15. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §15.

16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

17. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions, committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the GIA; the Federal Tort Claims Act, 28 U.S.C.

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Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State’s risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Grant Award Letter shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, or protections of any of these provisions.

18. GENERAL PROVISIONS

A. Assignment

Grantee’s rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee’s rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

B. Captions and References

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in either an option letter or a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Performance Start Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Order of Precedence

In the event of a conflict or inconsistency between this Grant Award Letter and any Exhibits or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- i.** Any executed Option Letter
- ii.** The provisions of this Grant Award Letter.
- iii.** The provisions of any exhibits to this Grant Award Letter.

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G. Severability

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Grant Award Letter Terms

Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. *Reserved.*

L. Digital Signatures

If any signatory signs this Grant using a digital signature in accordance with the Colorado State Controller Contract, Grant, and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Grant by reference.

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EIAF 8793 – Fort Lupton CR12 Repaving/Improvements

EXHIBIT B – SCOPE OF PROJECT (SOP)

1. PURPOSE

1.1. Energy Impact. The purpose of the Energy and Mineral Impact Assistance Program is to assist political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels..

2. DESCRIPTION OF THE PROJECT(S) AND WORK

2.1. Project Description. The Project consists of roadway and drainage improvements as well as water main extension along Weld County Road 12 within the city limits of Fort Lupton.

2.2. Work Description. The City of Fort Lupton (Grantee) will extend approximately 2,700 linear feet of 12-inch water main along County Road 12 to loop the water line in the area. The Project also consists of drainage improvements including inlets and approximately 350 feet of 18-inch reinforced concrete pipe. The paving portion of the Project includes shoulders and travel lanes for approximately one mile of roadway. Grantee will own all improvements and, in accordance with §9 below, a contractor will be hired to complete the Work.

2.3. Responsibilities. Grantee shall be responsible for the completion of the Work and to provide required documentation to DOLA as specified herein.

2.3.1. Grantee shall notify DOLA at least 30 days in advance of Project Completion.

2.4. Recapture of Advanced Funds. To maximize the use of Grant Funds, the State shall evaluate Grantee's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant. DOLA reserves the right to recapture advanced Grant Funds when Grantee has not or is not complying with the terms of this Grant.

2.5. Eligible Expenses. Eligible expenses shall include: labor, materials, testing for the construction of roadway, water line, and drainage improvements, utility relocations and traffic control.

3. DEFINITIONS

3.1. Project Budget Lines.

3.1.1. “Construction/Improvement of Public Roadways” means labor and materials costs, bond and insurance costs, bid advertisements, attorney’s fees, and right-of-way acquisition costs.

3.1.2. “Construction/Improvement of Public Utilities” means labor and materials costs, bond and insurance costs, bid advertisements, attorney’s fees, and right-of-way acquisition costs.

3.2. “Substantial Completion” means the Work is sufficiently complete in accordance with the Grant so it can be utilized for its intended purpose without undue interference.

4. DELIVERABLES

4.1. Outcome. The final outcome of this Grant is paving and drainage improvements and extension of a water main.

4.2. Service Area. The performance of the Work described within this Grant shall be located in the City of Fort Lupton, Colorado.

4.3. Performance Measures. Grantee shall comply with the following performance measures:

<u>Milestone/Performance Measure/Grantee will:</u>	<u>By:</u>
Put Project out to bid.	Within 90 days after the Effective Date of this Grant Award Letter.
Award and finalize subcontract(s) and/or sub-grant(s).	Within 120 days after the Effective Date of this Grant Award Letter.

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Provide DOLA with Project Timeline	Within 90 days after the Effective Date of this Grant Award Letter.
Provide DOLA with Project photographs with each Pay Request.	See §4.5.2 below
Submit Monthly Pay Requests	See §4.5.2 below
Submit Monthly Status Reports	See §4.5.2 below
Submit Project Final Report	October 29, 2020

4.4. Budget Line Adjustments.

4.4.1. Grant Funds. Grantee may request in writing that DOLA move Grant Funds between and among budget lines, so long as the total amount of Grant Funds remains unchanged. To make such budget line changes, DOLA will use an Option Letter (**Exhibit G**).

4.4.2. Other Funds. Grantee may increase or decrease the amount of Other Funds in any one or any combination of budget lines as described in §6.1, or move Other Funds between and among budget lines, so long as the total amount of such “Other Funds” is not less than the amount set forth in §6.1 below. Grantee may increase the Total Project Cost with “Other Funds” and such change does not require an amendment or option letter. DOLA will verify the Grantee’s contribution of “Other Funds” and compliance with this section at Project Closeout.

4.5. Monthly Pay Request and Status Reports. Beginning 30 days after the end of the first month following execution of this Grant and for each month thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay the Grantee for actual expenditures made in the performance of this Grant based on the submission of statements in the format prescribed by the State. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. Pay Requests and Status Reports are due within 30 days of the end of the month but may be submitted more frequently at the discretion of the Grantee.

4.5.1. For months in which there are no expenditures to reimburse, Grantee shall indicate zero (0) requested in the Pay Request and describe the status of the Work in the Status Report. The report will contain an update of expenditure of funds by budget line as per §6.2 of this **Exhibit B** Scope of Project as well as a projection of all Work expected to be accomplished in the following month, including an estimate of Grant Funds to be expended.

4.5.2. Specific submittal dates.

Month	Year	Due Date	Pay Request Due	Status Report Due
January	2019	March 2, 2019	Yes	Yes
February	2019	March 30, 2019	Yes	Yes
March	2019	April 30, 2019	Yes	Yes
April	2019	May 30, 2019	Yes	Yes
May	2019	June 30, 2019	Yes	Yes
June	2019	July 30, 2019	Yes	Yes
July	2019	August 30, 2019	Yes	Yes
August	2019	September 30, 2019	Yes	Yes
September	2019	October 30, 2019	Yes	Yes
October	2019	November 30, 2019	Yes	Yes
November	2019	December 30, 2019	Yes	Yes
December	2019	January 30, 2020	Yes	Yes

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January	2020	March 2, 2020	Yes	Yes
February	2020	March 30, 2020	Yes	Yes
March	2020	April 30, 2020	Yes	Yes
April	2020	May 30, 2020	Yes	Yes
May	2020	June 30, 2020	Yes	Yes
June	2020	July 30, 2020	Yes	Yes
July	2020	August 30, 2020	Yes	Yes

4.6. DOLA Acknowledgment. The Grantee agrees to acknowledge the Colorado Department of Local Affairs in any and all materials or events designed to promote or educate the public about the Work and the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

5. PERSONNEL

5.1. Responsible Administrator. Grantee’s performance hereunder shall be under the direct supervision of **Roy Vestal, Public Works Director, rvestal@fortlupton.org**, who is an employee or agent of Grantee, and is hereby designated as the responsible administrator of this Project and a key person under this §5. Such administrator shall be updated through the process in §5.3. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.

5.2. Other Key Personnel. **Claud Hanes, City Administrator, chanes@fortlupton.org**. Such key personnel shall be updated through the process in §5.3.

5.3. Replacement. Grantee shall immediately notify the State if any key personnel specified in §5 of this Exhibit B cease to serve. All notices sent under this subsection shall be sent in accordance with §15 of the Grant.

5.4. DLG Regional Manager: **Don Sandoval, (970) 679-4501, (don.sandoval@state.co.us)**

5.5. DLG Regional Assistant: **Robert Thompson, (970) 679-4503, (robert.thompson@state.co.us)**

6. FUNDING

The State provided funds shall be limited to the amount specified under the “Grant Funds” column of §6.2, Budget, below.

6.1. Matching/Other Funds. Grantee shall provide at least \$774,300 of the Total Project Cost as documented by Grantee and verified by DOLA at Project Closeout. Initial estimates of Grantee’s contribution are noted in the “Other Funds” column of §6.2 below. Increases to Grantee’s contribution to Total Project Cost do not require modification of this Grant Award Letter and/or Exhibit B.

6.2. Budget

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
1	Construction/Improvement of Public Utilities	\$144,100	\$0	\$144,100	Grantee
2	Construction/Improvement of Public Roadways	\$1,030,200	\$400,000	630,200	Grantee
Total		\$1,174,300	\$400,000	\$774,300	

7. PAYMENT

Payments shall be made in accordance with this section and the provisions set forth in §7 of the Grant.

EIAF 8793 – Fort Lupton CR12 Repaving/Improvements

7.1. Payment Schedule. If Work is subcontracted or subgranted and such Subcontractors and/or Subgrantees are not previously paid, Grantee shall disburse Grant Funds received from the State to such Subcontractor or Subgrantee within fifteen days of receipt. Excess funds shall be returned to DOLA.

Payment	Amount	
Interim Payment(s)	\$380,000	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	\$20,000	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total	\$400,000	

7.2. Interest. Grantee or Subgrantee may keep interest earned from Grant Funds up to \$100 per year for administrative expenses.

8. ADMINISTRATIVE REQUIREMENTS

8.1. Reporting. Grantee shall submit the following reports to DOLA using the State-provided forms. DOLA may withhold payment(s) if such reports are not submitted timely.

8.1.1. Quarterly Pay Request and Status Reports. Quarterly Pay Requests shall be submitted to DOLA in accordance with §4.5 of this **Exhibit B**.

8.1.2. Final Reports. Within 90 days after the completion of the Project, Grantee shall submit the final Pay Request and Status Report to DOLA.

8.2. Monitoring. DOLA shall monitor this Work on an as-needed basis. DOLA may choose to audit the records for activities performed under this Grant. Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the Grantee's pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.

8.2.1. Subgrantee/Subcontractor. Grantee shall monitor its Subgrantees and/or Subcontractors, if any, during the term of this Grant. Results of such monitoring shall be documented by Grantee and maintained on file.

8.3. Bonds. If Project includes construction or facility improvements, Grantee and/or its contractor (or subcontractors) performing such work shall secure the bonds hereunder from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 and are authorized to do business in Colorado.

8.3.1. Bid Bond. A bid guarantee from each bidder equivalent to 5 percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

8.3.2. Performance Bond. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

8.3.3. Payment Bond. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

8.3.4. Substitution. The bonding requirements in this §8.3 may be waived in lieu of an irrevocable letter of credit if the price is less than \$50,000.

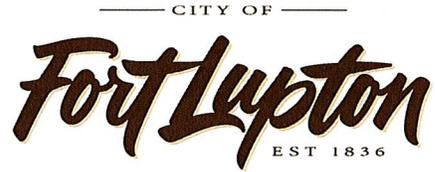
EIAF 8793 – Fort Lupton CR12 Repaving/Improvements

9. CONSTRUCTION/RENOVATION. The following subsections shall apply to construction and/or renovation related projects/activities:

- 9.1. Plans & Specifications.** Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Grantee through a competitive selection process.
- 9.2. Procurement.** A construction contract shall be awarded to a qualified construction firm through a formal selection process with the Grantee being obligated to award the construction contract to the lowest responsive, responsible bidder meeting the Grantee's specifications.
- 9.3. Subcontracts.** Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to DOLA upon request, and any and all contracts entered into by the Grantee or any of its Subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.
- 9.4. Standards.** Grantee, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including the standards required by Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.

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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
Bruce Fitzgerald, Ward 3

AM 2020-103

APPROVAL OF THE PUBLIC IMPROVEMENTS AGREEMENT WITH FORT LUPTON FIRE PROTECTION DISTRICT FOR THE FIRE STATION #3 SITE PLAN

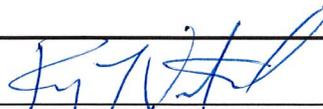
- I. **Agenda Date:** Council Meeting – June 2, 2020

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

- III. **Summary Statement:**

Approval of the Public Improvements Agreement between the City of Fort Lupton and the Fort Lupton Fire Protection District, for the Fire Station #3 Site Plan.

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 Public Improvements Agreement was drafted for the Fire Station #3 site development (LUP2019-0037 & Plan No.: SPR2019-0014) approved by City Council on February 4, 2020, which is located northeast corner of the intersection of CR 8 and South Rollie Avenue.

Improvements are for the construction of east side improvements to South Rollie Avenue road sections adjacent to the development site. Approximate cost of this agreement for construction is \$171,000 which includes a 15% contingency.

Resolution 2020R025, approved by Council on February 4, 2020 requires the applicant to enter into a Public 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 Public Improvements Agreement between the City of Fort Lupton and Fort Lupton Fire Protection District.

RESOLUTION NO. 2020R0xx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE FORT LUPTON FIRE PROTECTION DISTRICT PUBLIC IMPROVEMENTS AGREEMENT OF THE FIRE STATION #3 LOCATED IN FORT LUPTON, WELD COUNTY, COLORADO.

WHEREAS, the City Council Resolution No. 2020R025 approved the Site Plan development with conditions February 4, 2020; and

WHEREAS, Developer is required to construct certain public improvements as a condition of site plan approval for the Development; and

WHEREAS, the City Council finds that the Public Improvements 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 Improvements 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 Fort Lupton Fire Protection District Public Improvements Agreement and authorizes the Mayor to sign.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 2nd DAY OF JUNE 2020.

City of Fort Lupton, Colorado

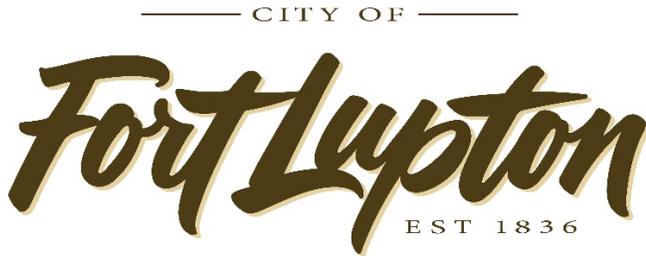
Zo Stieber, Mayor

Attest:

Maricela Pena, City Clerk

Approved as to form:

Andy Ausmus, City Attorney



Public Works

130 S. McKinley Avenue
Fort Lupton, CO 80621

Phone: 303.857.6694

Fax: 303.857.0351

www.fortluptonco.gov

PUBLIC IMPROVEMENTS AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____ **2020**, 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 **Fort Lupton Fire Protection District**, a political subdivision of the State of Colorado, hereinafter referred to as "Developer", together referred to as the "Parties".

WHEREAS, Developer submitted the Site Plan for development of Parcel Number 147117302001 (the "Plan"), Fort Lupton Fire Station #3 Site Plan (Lot 1, Villano Minor Subdivision) on November 1, 2019, (LUP2019-0037; SPR2019-0014) 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, City council approved the site plan for development on February 4, 2020 with Resolution 2020R025 with condition to enter into a Public Improvements Agreement for Off-Site Improvements, and

WHEREAS, Developer is required to construct certain public improvements (the "Improvements") as a condition of site plan approval (Resolution 2020R025 approved February 4, 2020) for the Development; and

WHEREAS, Section 17-23(c) of the City of Fort Lupton Municipal Code requires that a subdivision 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 (the "Improvements") depicted on Exhibit "A" 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 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 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 in Section 1.6, below. 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. 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 reinspection of such 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 have 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 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. To the extent permitted by law, 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).

1.10 No Waiver Of Governmental Immunity. The City and Developer, 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 or Developer has of governmental immunity under Colorado law which is specifically herein reserved.

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 Plan, 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, or plat dedication 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 OFFSITE INFRASTRUCTURE IMPROVEMENTS

3.1 The Developer agrees to construction of certain improvements located outside of the Site Plan (the “Offsite Improvements”) depicted on **Exhibit “A”** attached hereto and fully incorporated herein by this reference. The Certificate of Occupancy (CO) 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 Offsite Improvements, or portion thereof, for improvements that do not have construction acceptance at the time of request of CO. 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 remaining twenty-five percent (25%) percent for each system shall be retained to secure the Developer’s warranty during the two (2) year warranty period.

3.2 The Offsite Improvements are summarized as follows: Roadway improvements – East Half of the roadway section for South Rollie Avenue along the west property line frontage. Detached concrete sidewalk 10-feet wide and drainage borrow ditch.

3.3 The improvements shall be coordinated with future improvements by other development requirements along South Rollie Avenue.

4.0 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 and specifications. All public Right of Way streets within the Subdivision (improvements described on Exhibit “A” offsite Improvements) shall be constructed to City Standards and Specifications and based upon a site-specific geotechnical study and pavement design. All streetscaping will meet the requirements of the Fort Lupton Subdivision Regulations. A retention pond or other approved system that meets the current standards and specifications of the City of Fort Lupton will be required at the time of construction on the site as determined by the approved Phase III Drainage Study submitted.

5.0 OTHER REQUIREMENTS

5.1 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.

5.2 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.

6.0 MISCELLANEOUS TERMS

6.1 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.

6.2 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.

6.3 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.

6.4 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.

6.5 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: Fort Lupton Fire Protection District.
Fire Chief Phil Tiffany
1121 Denver Ave
Fort Lupton, Colorado 80621

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.

6.6 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.

6.7 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.

6.8 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.

6.9 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.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized officials to place their hands and seals upon this Agreement the day and year first above written.

THE CITY OF FORT LUPTON, a Municipal Corporation

By: _____
Zo Stieber, Mayor

ATTEST:

By: _____
Maricela Peña, City Clerk

APPLICANT:

By: _____
Phil Tiffany, Fire Chief

State of Colorado)
) ss
County of Weld)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020 by Phil Tiffany, the Fire Chief of the Fort Lupton Fire Protection District, a political subdivision of the State of Colorado.

Notary Signature

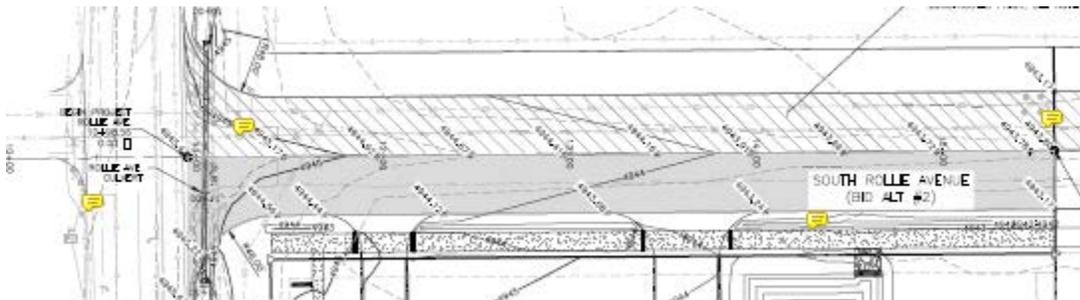
Seal

EXHIBIT A

OFFSITE INFRASTRUCTURE IMPROVEMENTS

Type of Improvement	Description	Estimated Cost	Total Surety (125%)
Streets	S Rollie Ave		
	Asphalt Paving & Grading	\$120,000	\$150,000
	10' Detached Sidewalk	\$18,000	\$22,500
	Signage & Striping	\$5,000	\$6,250
	Revegetation	\$3,000	\$3,750
	Misc. const. items	\$25,000	\$31,250
	Total	\$171,000	\$213,750

THIS COST ESTIMATE IS AN ENGINEERS OPINION OF PROBABLE COST FOR CONSTRUCTION OF THE EASTERN HALF OF S. ROLLIE AVENUE ALONG THE FRONTAGE OF LOT 1, VILLANO MINOR SUBDIVISION. THE ENGINEER HAS PREPARED THIS ESTIMATE USING OUR KNOWLEDGE OF GENERAL CONSTRUCTION COSTS. IT IS UNDERSTOOD BY THE OWNER THAT THE ENGINEER PREPARING THIS OPINION OF PROBABLE COST HAS NO CONTROL OVER MEANS AND METHODS AND ACTUAL CONSTRUCTION COSTS. THE OWNER SHALL ONLY USE THIS INFORMATION AS AN ESTIMATE FOR BUDGETING AND NOT A BID. FOR ACTUAL CONSTRUCTION COSTS THE OWNER SHALL SOLICITE CONTRACTOR BIDS FROM QUALIFIED CONTRACTORS.



IX. Detail of Issue/Request:

This Subdivision Improvement Agreement was drafted for the Cottonwood Greens PUD (LUP2019-0033 & Plan No.: PPL2019-0002) approved by City Council on May 19, 2020, which is located north of South 9th Street, west of CR 31 and south of future 14th Street.

Improvements are for the construction of water, nonpotable water, sanitary sewer main extensions, roadway construction and storm drainage system improvements. Also included are north side improvements to 9th Street, west side improvements to CR 31 and south half of 14th Street road sections adjacent to the subdivision. Approximate cost of this agreement for construction is \$20,339,115.00 which includes a 20% contingency.

Resolution 2020R048, approved by Council on May 19, 2020 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 Arbor Capital Partners, LLC.

RESOLUTION NO. 2020R0xx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE ARBOR CAPITAL PARTNERS, LLC SUBDIVISION IMPROVEMENT AGREEMENT OF THE COTTONWOOD GREENS PUD SUBDIVISION LOCATED IN FORT LUPTON, WELD COUNTY, COLORADO.

WHEREAS, the City Council Resolution No. 2020R048 approved the Cottonwood Greens PUD Subdivision with conditions May 19, 2020; 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 Subdivision 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 Arber Capital Partners, 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 2nd DAY OF JUNE 2020.

City of Fort Lupton, Colorado

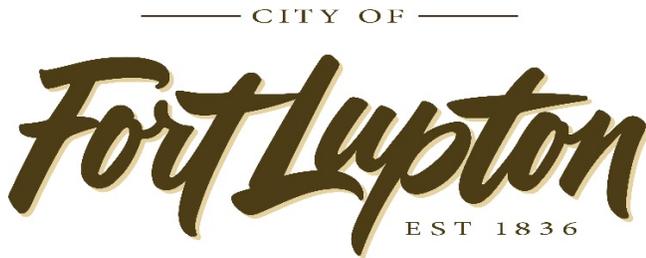
Zo Stieber, Mayor

Attest:

Maricela Pena, City Clerk

Approved as to form:

Andy Ausmus, City Attorney



Public Works

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

**SUBDIVISION IMPROVEMENTS AGREEMENT
FOR
COTTONWOOD GREENS**

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 **Arbor Capital Partners, LLC**, hereinafter referred to as "Developer", together referred to as the "Parties".

WHEREAS, the Developer submitted a Planned Unit Development for the Subdivision entitled "Cottonwood Greens Final P.U.D., Case No. LUP2019-0033; PPL2019-0002" (the "PUD"), which PUD 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 May 19, 2020 by Resolution No. 2020R048 with condition of approval I.C. requiring a Subdivision Improvements Agreement; and

WHEREAS the Developer has submitted Subdivision Plats for the Development entitled Cottonwood Greens Subdivision Filing No. 1 - 3 as approved by the City of Fort Lupton City Council on May 19, 2020 by Resolution No. 2020R048; and

WHEREAS the Developer desires to submit subsequent Subdivision Plats for the Development (the "Additional Filings") subject to the terms, conditions, and agreements of the PUD; and

WHEREAS, Developer is required to construct certain public improvements (the "Improvements") as a condition of PUD and 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 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, weather permitting. 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 two (2) years have 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. 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 shall require its Contractor to 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 shall require its Contractor to comply with all obligations and assume all responsibilities for its actions as required by all OSHA rules and regulations. The Developer shall require Contractor to adhere to all federal, state and local safety and health regulations, laws and ordinances and to 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 phased 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 for each Filing. 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%) 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.

3.2 Non-Potable Water Public Improvements

The Developer will construct non-potable water main improvements (the "NPW") for the purposes of providing raw water to the Development for landscape irrigation. Construction and probationary acceptance of the NPW shall entitle the Developer to the Raw Water Equivalents per Paragraph 6.4 of this Agreement. No tap fees shall be incurred for the NPW on any lot in the Development; however, applicable meter costs shall be applied per the current meter fee schedule at the time of building permit application for each individual lot.

3.3 Offsite Infrastructure Improvements

The Developer agrees to provide construction of certain improvements located outside of the Subdivision (the "Offsite Improvements") depicted on Exhibit "B" attached hereto and fully incorporated herein by this reference. Certificate of Occupancy for lots within the subdivision shall not be issued until 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 Offsite Improvements, or portion thereof, for improvements that do not have construction acceptance at the time of recording. 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 Offsite Improvements shall be constructed so as to coincide with installation of the onsite infrastructure improvements for the Subdivision. The Offsite Improvements are summarized as follows:

- Filing 1 - 8-foot wide sidewalk along frontage with 9th Street.
 - Storm sewer Outfall
- Filing 2 - 9th Street Improvements
- Filing 3 – Sanitary sewer extension to Northrup Street
- Filing 4 – WCR 31 Improvements
- Filing 5 – 14th Street Improvements

3.4 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 within any phase of development shall be issued until the Landscape, Park and Trail improvements for that phase of development 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 “C”** for improvements that do not have construction acceptance at the time of application for the thirty-first (31st) building permit. It is understood by the City that Developer may, at its sole discretion, chose to provide Landscape, Park and Trail Improvements beyond those committed to in this Agreement and depicted on **Exhibit “C”**. City agrees that should Developer chose to provide additional improvements, said improvements shall be reviewed and approved by City staff and not subject to further approval by City Plan Commission or City Council.

4.0 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 and specifications. All streets within the Subdivision shall be constructed to City Standards and Specifications per the approved Construction Plans and in conformance with the approved 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 to be constructed along with all other Improvements and in conformance with the approved drainage study for the Project.

5.0 OTHER REQUIREMENTS

5.1 Trash, Debris, Mud. Developer agrees that during construction of the Development and Improvements described herein, Developer shall take any and all reasonable steps necessary to control trash, debris and wind or water erosion in the Development. Developer agrees to take any and all reasonable 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.

5.2 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. Additionally, each individual lot will require erosion control measures be taken. Colorado State permits required shall be the responsibility of the Developer.

5.3 Colorado Big Thompson (CBT) Water Shares or Equivalent. Developer agrees to dedicate to the City the appropriate water required by the applicable City Codes and regulations and deliverable to the City Water Treatment Plant at the time of development. The City has verified that the property is included within the Northern Colorado Water Conservancy District and Municipal Sub-District. The Developer may, at its discretion, elect to pay cash-in-lieu to the City to satisfy the CBT water dedication requirement. Said cash-in-lieu payments will be made on a per-lot basis at the time of Final Plat recordation. Dedicated CBT water shares shall remain attached to platted lots.

5.4 Equivalent Shares . The City herein agrees that the Developer may satisfy the CBT Water Shares or equivalent requirement of Paragraph 6.3 by purchasing equivalents via cash-in-lieu at a cost of 20% of current market price per platted lot, in accordance with Resolution No. 2015R008. The current market price per CBT water share is \$55,000. For the purpose of this agreement, the cash-in-lieu price per platted lot shall be \$11,000 (20% of \$55,000) under the condition that Developer constructs a non-potable water system pursuant to paragraph 3.2 of this agreement. This cash-in-lieu price shall apply to all phases/filings within the subdivision so long as recordation of said filings occurs prior to May 1, 2023. The term of expiry for purchase of the Equivalent Shares Offer per this Paragraph shall be May 1, 2023. Any remaining lots to be platted at the expiration of the term shall be subject to the requirements of Paragraph 6.3 for satisfaction of CBT water dedication requirements at then current share price.

6.0 MISCELLANEOUS TERMS

6.1 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.

6.2 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.

6.3 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.

6.4 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.

6.5 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: Arbor Capital Partners, LLC
Attention:
4040 MacArthur Blvd., Ste 250.
Newport Beach, CA 92660

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.

6.6 Force Majeure.

Neither party shall be liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, pandemics, wars, acts of war (whether war is declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, instances affecting public health including pandemics, acts of God or acts, omission, or delays in acting by any governmental authority. Provided, however, that the party so affected shall use reasonable efforts to avoid or remove such causes of non-performance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure. The parties shall mutually seek a resolution of the delay or the failure to perform as noted above.

6.7 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.

6.8 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.

6.9 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.

EXHIBIT A

Project: Cottonwood Greens Subdivision
 Date: February 5, 2020
 Client: Arbor Capital Partners

Prepared By: MLH
 Job Number: 19003254



Cottonwood Greens Metropolitan District Overall

Storm Drainage

Item	Qty	Unit	Unit Cost	Item Cost	Description
18" Storm Sewer	378	LF	\$150.00	\$56,700.00	Includes storm sewer pipe, inlets, manholes and FES
24" Storm Sewer	3,131	LF	\$155.00	\$485,305.00	Includes storm sewer pipe, inlets, manholes and FES
30" Storm Sewer	2,093	LF	\$160.00	\$334,880.00	Includes storm sewer pipe, inlets, manholes and FES
36" Storm Sewer	670	LF	\$165.00	\$110,550.00	Includes storm sewer pipe, inlets, manholes and FES
42" Storm Sewer	20	LF	\$170.00	\$3,400.00	Includes storm sewer pipe, inlets, manholes and FES
48" Storm Sewer	5,800	LF	\$175.00	\$1,015,000.00	Includes storm sewer pipe, inlets, manholes and FES
54" Storm Sewer	221	LF	\$180.00	\$39,780.00	Includes storm sewer pipe, inlets, manholes and FES
60" Storm Sewer	138	LF	\$190.00	\$26,220.00	Includes storm sewer pipe, inlets, manholes and FES
72" Storm Sewer	428	LF	\$200.00	\$85,600.00	Includes storm sewer pipe, inlets, manholes and FES
Detention Pond	5	EA	\$60,000.00	\$300,000.00	Includes inlet/outlet structures, trickle channel, micropool, forebay, grading and seeding
Storm Total				\$2,457,435.00	

Sanitary Sewer

Item	Qty	Unit	Unit Cost	Item Cost	Description
8" Sanitary Sewer	13,950	LF	\$65.00	\$906,750.00	Includes 8" sanitary sewer pipe, manholes and stubs
Sanitary Sewer Service	287	EA	\$100.00	\$28,700.00	
Sanitary Total				\$935,450.00	

Water Distribution

Item	Qty	Unit	Unit Cost	Item Cost	Description
12" Water Line	1,956	LF	\$120.00	\$234,720.00	Includes water mains, valves, fittings, bends, hydrants, blowoffs, etc.
8" Water Line	13,618	LF	\$85.00	\$1,157,530.00	
4" Irrigation Line	14,396	LF	\$50.00	\$719,800.00	Includes water mains, valves, fittings, bends, hydrants, blowoffs, etc.
Water Service	287	EA	\$100.00	\$28,700.00	
Water Total				\$2,112,050.00	

Roadways

Item	Qty	Unit	Unit Cost	Item Cost	Description
9th Street	3,315	LF	\$200.00	\$663,000.00	Minor Collector - Half Section - Includes roadway, curb & gutter and sidewalks
14th Street	1,897	LF	\$250.00	\$474,250.00	
College Avenue	3,257	LF	\$400.00	\$1,302,800.00	Minor Collector - Full Section - Includes roadway, curb & gutter and sidewalks
Street A	2,471	LF	\$290.00	\$716,590.00	
Street B	3,581	LF	\$290.00	\$1,038,490.00	Local Residential - Includes roadway, curb & gutter and sidewalks
Street C	346	LF	\$290.00	\$100,340.00	Local Residential - Includes roadway, curb & gutter and sidewalks
Street D	1,015	LF	\$290.00	\$294,350.00	Local Residential - Includes roadway, curb & gutter and sidewalks
Street E	656	LF	\$290.00	\$190,240.00	Local Residential - Includes roadway, curb & gutter and sidewalks
Street F	1,352	LF	\$290.00	\$392,080.00	Local Residential - Includes roadway, curb & gutter and sidewalks
Street G	840	LF	\$290.00	\$243,600.00	Local Residential - Includes roadway, curb & gutter and sidewalks
Street H	1,445	LF	\$290.00	\$419,050.00	Local Residential - Includes roadway, curb & gutter and sidewalks
Street I	326	LF	\$290.00	\$94,540.00	Local Residential - Includes roadway, curb & gutter and sidewalks
Street J	948	LF	\$290.00	\$274,920.00	Local Residential - Includes roadway, curb & gutter and sidewalks
Roadway Total				\$6,204,250.00	

Soil Erosion Control

Item	Qty	Unit	Unit Cost	Item Cost	Description
Wattles	14,500	LF	\$2.00	\$29,000.00	
Mulching	15	AC	\$500.00	\$7,500.00	
Temporary Seeding	15	AC	\$500.00	\$7,500.00	
Temporary Sediment Basin	2	EA	\$2,500.00	\$5,000.00	
Silt Fence	6,000	LF	\$1.00	\$6,000.00	
Permanent Seeding	30	AC	\$600.00	\$18,000.00	
Rock Sock	5	EA	\$150.00	\$750.00	
Erosion Control Blanket	23,193	SY	\$2.00	\$46,386.00	
Vehicle Tracking Control	2	EA	\$3,000.00	\$6,000.00	
Inlet/Outlet Protection	19	EA	\$200.00	\$3,800.00	
Soil Erosion Control Total				\$129,936.00	

Earthwork

Item	Qty	Unit	Unit Cost	Item Cost	Description
Earthwork	150000	CY	\$5.00	\$750,000.00	Includes surface roughening
Import	87500	CY	\$15.00	\$1,312,500.00	
Earthwork Total				\$2,062,500.00	

Open Space

Item	Qty	Unit	Unit Cost	Item Cost	Description
Trail	6,500	LF	\$35.00	\$227,500.00	Trail along Fulton Ditch
Landscape	1	LS	\$750,000.00	\$750,000.00	
Site Work	1	LS	\$225,000.00	\$225,000.00	Est.
Site Furnishings	1	LS	\$165,000.00	\$165,000.00	Est.
9th Street Tree Lawn	3,315	LF	\$42.00	\$139,230.00	Est.
14th Street Tree Lawn	1,897	LF	\$42.00	\$79,674.00	Est.
County Road 31 Tree Lawn	1,339	LF	\$42.00	\$56,238.00	Est.
Open Space Total				\$1,642,642.00	

Miscellaneous

<u>Item</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Item Cost</u>	<u>Description</u>
Soft Costs	1	LS	\$1,405,000.00	\$1,405,000.00	Est.
<u>Open Space Total</u>				\$1,405,000.00	

Total

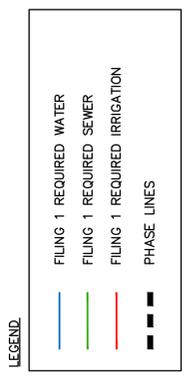
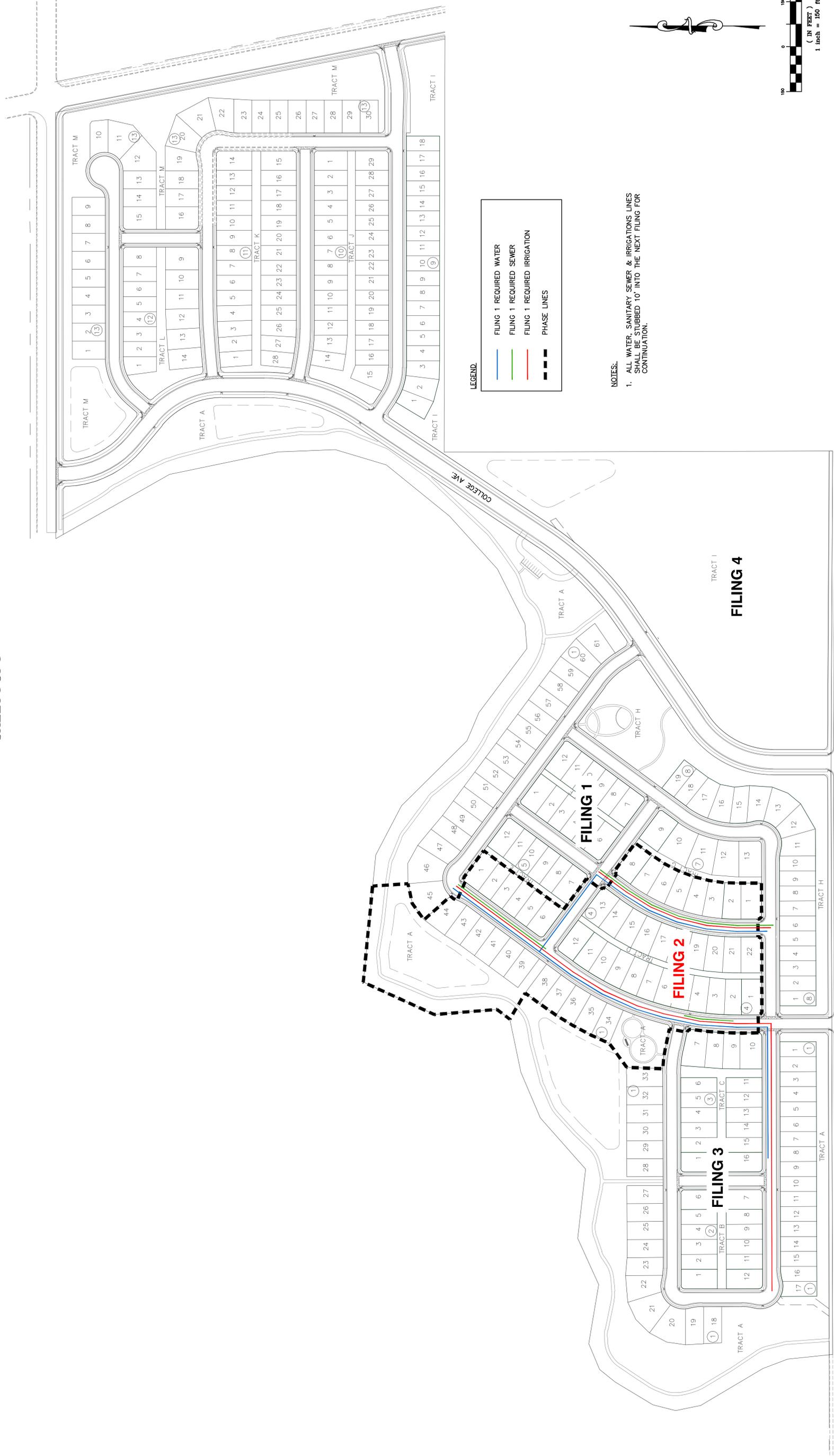
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	20% contingency:	\$3,389,852.60
Cottonwood Greens Metropolitan District TOTAL:		\$20,339,115.60

COTTONWOOD GREENS

FILING 2 UTILITY EXHIBIT

SHEET 1 OF 1

EXHIBIT A-2



NOTES:

1. ALL WATER, SANITARY SEWER & IRRIGATIONS LINES SHALL BE STUBBED 10' INTO THE NEXT FILING FOR CONTINUATION.

PROJECT NO.: 19003254
DATE: 03/04/2020

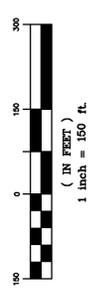
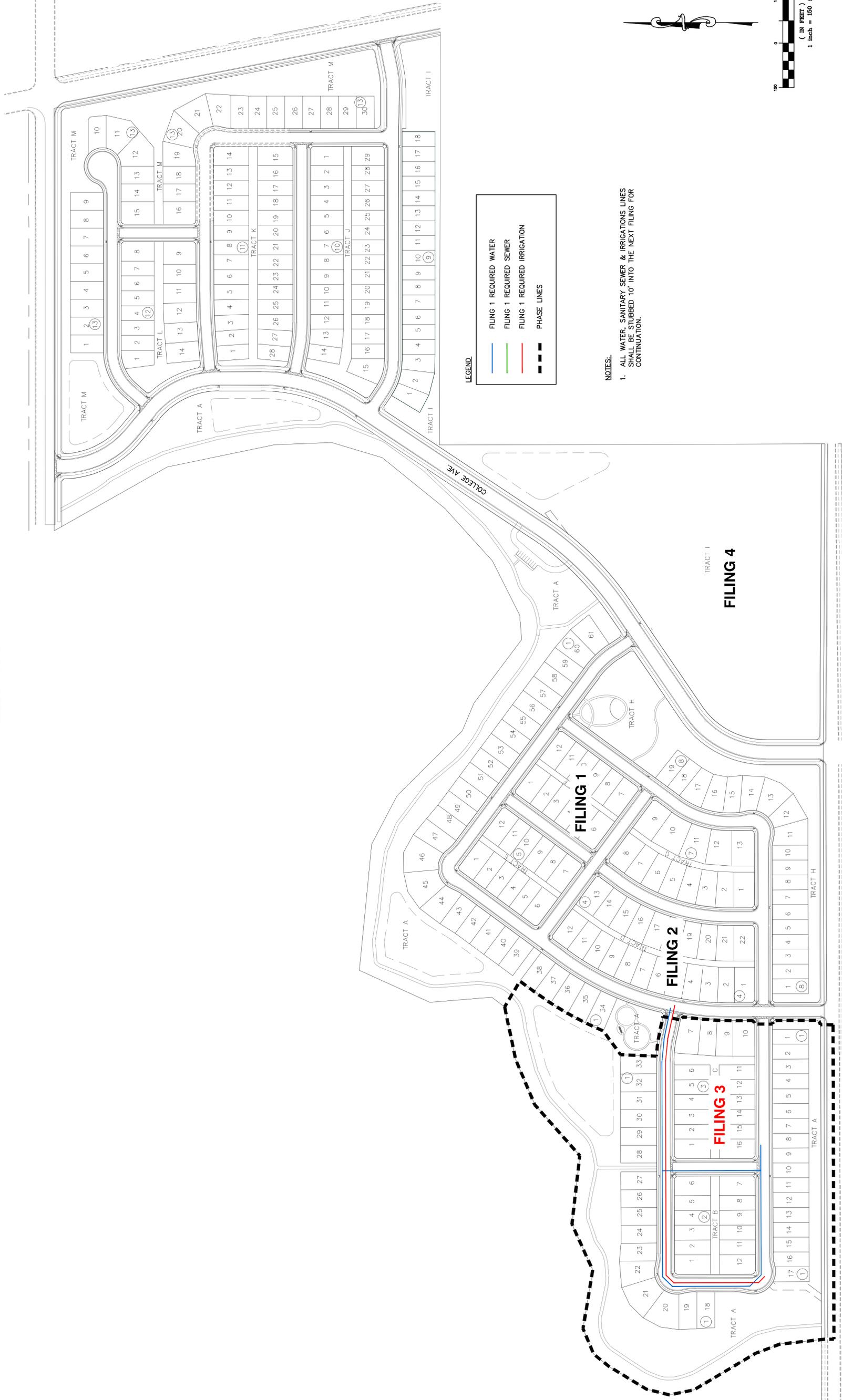


COTTONWOOD GREENS

FILING 3 UTILITY EXHIBIT

SHEET 1 OF 1

EXHIBIT A-3



PROJECT NO.: 19003254
DATE: 03/04/2020



EXHIBIT B-1

Project: Cottonwood Greens Subdivision
Date: May 19, 2020
Client: Arbor Capital Partners

Prepared By: MLH
Job Number: 19003254



Cottonwood Greens Metropolitan District Phase I

Storm Drainage

Item	Qty	Unit	Unit Cost	Item Cost	Description
18" Storm Sewer	173	LF	\$150.00	\$25,950.00	Includes storm sewer pipe, inlets, manholes and FES
24" Storm Sewer	2,040	LF	\$155.00	\$316,200.00	Includes storm sewer pipe, inlets, manholes and FES
30" Storm Sewer	1,981	LF	\$160.00	\$316,960.00	Includes storm sewer pipe, inlets, manholes and FES
36" Storm Sewer	0	LF	\$165.00	\$0.00	Includes storm sewer pipe, inlets, manholes and FES
42" Storm Sewer	8	LF	\$170.00	\$1,360.00	Includes storm sewer pipe, inlets, manholes and FES
48" Storm Sewer*	580	LF	\$180.00	\$104,400.00	Includes storm sewer pipe, inlets, manholes and FES
60" Storm Sewer*	138	LF	\$190.00	\$26,220.00	Includes storm sewer pipe, inlets, manholes and FES
72" Storm Sewer*	428	LF	\$200.00	\$85,600.00	Includes storm sewer pipe, inlets, manholes and FES
Detention Pond	2	EA	\$60,000.00	\$120,000.00	Includes inlet/outlet structures, trickle channel, micropool, forebay, grading and seeding
Storm Total				\$996,690.00	

Sanitary Sewer

Item	Qty	Unit	Unit Cost	Item Cost	Description
8" Sanitary Sewer	6,086	LF	\$65.00	\$395,590.00	Includes 8" sanitary sewer pipe, manholes and stubs
8" Sanitary Sewer*	1,505	LF	\$65.00	\$97,825.00	Includes 8" sanitary sewer pipe, manholes and stubs
Sanitary Sewer Service	59	EA	\$100.00	\$5,900.00	
Sanitary Total				\$499,315.00	

Water Distribution

Item	Qty	Unit	Unit Cost	Item Cost	Description
12" Water Line	595	LF	\$120.00	\$71,345.66	Includes water mains, valves, fittings, bends, hydrants, blowoffs, etc..
8" Water Line	3,829	LF	\$85.00	\$325,499.58	Includes water mains, valves, fittings, bends, hydrants, blowoffs, etc..
4" Irrigation Line	4,048	LF	\$50.00	\$202,409.09	Includes water mains, valves, fittings, bends, hydrants, blowoffs, etc..
Water Service	59	EA	\$100.00	\$5,900.00	
Water Total				\$599,254.32	

Roadways

Item	Qty	Unit	Unit Cost	Item Cost	Description
9th Street*	3,315	LF	\$200.00	\$663,000.00	Minor Collector - Half Section - Includes roadway, curb & gutter and sidewalks
14th Street	0	LF	\$250.00	\$0.00	Major Collector - Half Section - Includes roadway, curb & gutter and sidewalks
College Avenue	990	LF	\$400.00	\$396,000.00	Minor Collector - Full Section - Includes roadway, curb & gutter and sidewalks
Street A	1,330	LF	\$290.00	\$385,700.00	Local Residential - Includes roadway, curb & gutter and sidewalks
Street B	1,460	LF	\$290.00	\$423,400.00	Local Residential - Includes roadway, curb & gutter and sidewalks
Street C	0	LF	\$290.00	\$0.00	Local Residential - Includes roadway, curb & gutter and sidewalks
Street D	490	LF	\$290.00	\$142,100.00	Local Residential - Includes roadway, curb & gutter and sidewalks
Street E	370	LF	\$290.00	\$107,300.00	Local Residential - Includes roadway, curb & gutter and sidewalks
Street F	0	LF	\$290.00	\$0.00	Local Residential - Includes roadway, curb & gutter and sidewalks
Street G	0	LF	\$290.00	\$0.00	Local Residential - Includes roadway, curb & gutter and sidewalks
Street H	0	LF	\$290.00	\$0.00	Local Residential - Includes roadway, curb & gutter and sidewalks
Street I	0	LF	\$290.00	\$0.00	Local Residential - Includes roadway, curb & gutter and sidewalks
Street J	0	LF	\$290.00	\$0.00	Local Residential - Includes roadway, curb & gutter and sidewalks
Roadway Total				\$2,117,500.00	

Soil Erosion Control

Item	Qty	Unit	Unit Cost	Item Cost	Description
Wattles	5,378	LF	\$2.00	\$10,755.51	
Mulching	6	AC	\$500.00	\$2,781.60	
Temporary Seeding	6	AC	\$500.00	\$2,781.60	
Temporary Sediment Basin	1	EA	\$2,500.00	\$1,854.40	
Silt Fence	2,225	LF	\$1.00	\$2,225.28	
Permanent Seeding	11	AC	\$600.00	\$6,675.84	
Rock Sock	2	EA	\$150.00	\$278.16	
Erosion Control Blanket	8,602	SY	\$2.00	\$17,203.63	
Vehicle Tracking Control	1	EA	\$3,000.00	\$2,225.28	
Inlet/Outlet Protection	7	EA	\$200.00	\$1,409.34	
Soil Erosion Control Total				\$48,190.63	

Earthwork

Item	Qty	Unit	Unit Cost	Item Cost	Description
Earthwork	55,632	CY	\$5.00	\$278,159.82	Includes surface roughening
Import	32,452	CY	\$15.00	\$486,779.69	
Earthwork Total				\$764,939.51	

Open Space

Item	Qty	Unit	Unit Cost	Item Cost	Description
Trail	0	LF	\$35.00	\$0.00	Trail along Fulton Ditch
Landscape	0.2	LS	\$750,000.00	\$150,000.00	Est.
Site Work	0.2	LS	\$225,000.00	\$45,000.00	Est.
Site Furnishings	0.2	LS	\$165,000.00	\$33,000.00	Est.
9th Street Tree Lawn	3,315	LF	\$42.00	\$139,230.00	Est.
14th Street Tree Lawn	0	LF	\$42.00	\$0.00	Est.
County Road 31 Tree Lawn	0	LF	\$42.00	\$0.00	Est.
Open Space Total				\$367,230.00	

Miscellaneous

<u>Item</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Item Cost</u>	<u>Description</u>
Soft Costs	0.37	LS	\$1,405,000.00	\$521,086.06	Est.
<u>Open Space Total</u>				\$521,086.06	

Total

			Sub-Total:	\$5,914,205.53	
			20% contingency:	\$1,182,841.11	
			Cottonwood Greens Metropolitan District TOTAL:	\$7,097,046.63	Includes off-sites
OFF-SITES			Off-site Only	\$977,045.00	
			20% contingency:	\$195,409.00	
			Cottonwood Greens Metropolitan District (Off-site only):	\$1,172,454.00	

EXHIBIT B-2

Project: Cottonwood Greens Subdivision
Date: May 19, 2020
Client: Arbor Capital Partners

Prepared By: MLH
Job Number: 19003254



Cottonwood Greens Metropolitan District Phase II

Storm Drainage

Item	Qty	Unit	Unit Cost	Item Cost	Description
18" Storm Sewer	46	LF	\$150.00	\$6,900.00	Includes storm sewer pipe, inlets, manholes and FES
24" Storm Sewer	12	LF	\$155.00	\$1,860.00	
30" Storm Sewer	28	LF	\$160.00	\$4,480.00	
42" Storm Sewer	11	LF	\$170.00	\$1,870.00	
54" Storm Sewer	221	LF	\$180.00	\$39,780.00	
Detention Pond	1	EA	\$60,000.00	\$60,000.00	Includes inlet/outlet structures, trickle channel, micropool, forebay, grading and seeding
Storm Total				\$114,890.00	

Sanitary Sewer

Item	Qty	Unit	Unit Cost	Item Cost	Description
8" Sanitary Sewer	1,163	LF	\$65.00	\$75,595.00	Includes 8" sanitary sewer pipe, manholes and stubs
Sanitary Sewer Service	52	EA	\$100.00	\$5,200.00	
Sanitary Total				\$80,795.00	

Water Distribution

Item	Qty	Unit	Unit Cost	Item Cost	Description
12" Water Line	0	LF	\$120.00	\$0.00	Includes water mains, valves, fittings, bends, hydrants, blowoffs, etc.
8" Water Line	2,358	LF	\$85.00	\$200,472.07	
4" Irrigation Line	2,493	LF	\$50.00	\$124,661.82	
Water Service	52	EA	\$100.00	\$5,200.00	Includes water mains, valves, fittings, bends, hydrants, blowoffs, etc.
Water Total				\$325,133.89	

Roadways

Item	Qty	Unit	Unit Cost	Item Cost	Description
9th Street	0	LF	\$200.00	\$0.00	Minor Collector - Half Section - Includes roadway, curb & gutter and sidewalks
14th Street	0	LF	\$250.00	\$0.00	
College Avenue	0	LF	\$400.00	\$0.00	Minor Collector - Full Section - Includes roadway, curb & gutter and sidewalks
Street A	1,141	LF	\$290.00	\$330,890.00	
Street B	296	LF	\$290.00	\$85,840.00	Local Residential - Includes roadway, curb & gutter and sidewalks
Street C	0	LF	\$290.00	\$0.00	Local Residential - Includes roadway, curb & gutter and sidewalks
Street D	525	LF	\$290.00	\$152,250.00	Local Residential - Includes roadway, curb & gutter and sidewalks
Street E	286	LF	\$290.00	\$82,940.00	Local Residential - Includes roadway, curb & gutter and sidewalks
Street F	0	LF	\$290.00	\$0.00	Local Residential - Includes roadway, curb & gutter and sidewalks
Street G	0	LF	\$290.00	\$0.00	Local Residential - Includes roadway, curb & gutter and sidewalks
Street H	0	LF	\$290.00	\$0.00	Local Residential - Includes roadway, curb & gutter and sidewalks
Street I	0	LF	\$290.00	\$0.00	Local Residential - Includes roadway, curb & gutter and sidewalks
Street J	0	LF	\$290.00	\$0.00	Local Residential - Includes roadway, curb & gutter and sidewalks
Roadway Total				\$651,920.00	

Soil Erosion Control

Item	Qty	Unit	Unit Cost	Item Cost	Description
Wattles	1,520	LF	\$2.00	\$3,039.40	
Mulching	2	AC	\$500.00	\$786.05	
Temporary Seeding	2	AC	\$500.00	\$786.05	
Temporary Sediment Basin	0	EA	\$2,500.00	\$524.03	
Silt Fence	629	LF	\$1.00	\$628.84	
Permanent Seeding	3	AC	\$600.00	\$1,886.52	
Rock Sock	1	EA	\$150.00	\$78.61	
Erosion Control Blanket	2,431	SY	\$2.00	\$4,861.57	
Vehicle Tracking Control	0	EA	\$3,000.00	\$628.84	
Inlet/Outlet Protection	2	EA	\$200.00	\$398.27	
Soil Erosion Control Total				\$13,618.17	

Earthwork

Item	Qty	Unit	Unit Cost	Item Cost	Description
Earthwork	15,721	CY	\$5.00	\$78,605.06	Includes surface roughening
Import	9,171	CY	\$15.00	\$137,558.86	
Earthwork Total				\$216,163.92	

Open Space

Item	Qty	Unit	Unit Cost	Item Cost	Description
Trail	0	LF	\$35.00	\$0.00	Trail along Fulton Ditch
Landscape	0.1	LS	\$750,000.00	\$75,000.00	
Site Work	0.1	LS	\$225,000.00	\$22,500.00	Est.
Site Furnishings	0.1	LS	\$165,000.00	\$16,500.00	Est.
9th Street Tree Lawn	0	LF	\$42.00	\$0.00	Est.
14th Street Tree Lawn	0	LF	\$42.00	\$0.00	Est.
County Road 31 Tree Lawn	0	LF	\$42.00	\$0.00	Est.
Open Space Total				\$114,000.00	

Miscellaneous

Item	Qty	Unit	Unit Cost	Item Cost	Description
Soft Costs	0.10	LS	\$1,405,000.00	\$147,253.49	Est.
<u>Open Space Total</u>				\$147,253.49	

Total

	Sub-Total:	\$1,663,774.46
	20% contingency:	\$332,754.89
Cottonwood Greens Metropolitan District TOTAL:		\$1,996,529.36

EXHIBIT B-3

Project: Cottonwood Greens Subdivision
 Date: May 19, 2020
 Client: Arbor Capital Partners

Prepared By: MLH
 Job Number: 19003254



Cottonwood Greens Metropolitan District Phase III

Storm Drainage

Item	Qty	Unit	Unit Cost	Item Cost	Description
24" Storm Sewer	40	LF	\$155.00	\$6,200.00	Includes storm sewer pipe, inlets, manholes and FES
36" Storm Sewer	45	LF	\$165.00	\$7,425.00	
48" Storm Sewer	1,279	LF	\$175.00	\$223,825.00	
Storm Total				\$237,450.00	

Sanitary Sewer

Item	Qty	Unit	Unit Cost	Item Cost	Description
8" Sanitary Sewer	0	LF	\$65.00	\$0.00	Includes 8" sanitary sewer pipe, manholes and stubs
Sanitary Sewer Service	57	EA	\$100.00	\$5,700.00	
Sanitary Total				\$5,700.00	

Water Distribution

Item	Qty	Unit	Unit Cost	Item Cost	Description
12" Water Line	0	LF	\$120.00	\$0.00	Includes water mains, valves, fittings, bends, hydrants, blowoffs, etc..
8" Water Line	2,278	LF	\$85.00	\$193,605.36	
4" Irrigation Line	2,408	LF	\$50.00	\$120,391.82	
Water Service	57	EA	\$100.00	\$5,700.00	Includes water mains, valves, fittings, bends, hydrants, blowoffs, etc..
Water Total				\$313,997.18	

Roadways

Item	Qty	Unit	Unit Cost	Item Cost	Description
9th Street	0	LF	\$200.00	\$0.00	Minor Collector - Half Section - Includes roadway, curb & gutter and sidewalks
14th Street	0	LF	\$250.00	\$0.00	Major Collector - Half Section - Includes roadway, curb & gutter and sidewalks
College Avenue	0	LF	\$400.00	\$0.00	Minor Collector - Full Section - Includes roadway, curb & gutter and sidewalks
Street A	0	LF	\$290.00	\$0.00	Local Residential - Includes roadway, curb & gutter and sidewalks
Street B	1,825	LF	\$290.00	\$529,250.00	Local Residential - Includes roadway, curb & gutter and sidewalks
Street C	346	LF	\$290.00	\$100,340.00	Local Residential - Includes roadway, curb & gutter and sidewalks
Street D	0	LF	\$290.00	\$0.00	Local Residential - Includes roadway, curb & gutter and sidewalks
Street E	0	LF	\$290.00	\$0.00	Local Residential - Includes roadway, curb & gutter and sidewalks
Street F	0	LF	\$290.00	\$0.00	Local Residential - Includes roadway, curb & gutter and sidewalks
Street G	0	LF	\$290.00	\$0.00	Local Residential - Includes roadway, curb & gutter and sidewalks
Street H	0	LF	\$290.00	\$0.00	Local Residential - Includes roadway, curb & gutter and sidewalks
Street I	0	LF	\$290.00	\$0.00	Local Residential - Includes roadway, curb & gutter and sidewalks
Street J	0	LF	\$290.00	\$0.00	Local Residential - Includes roadway, curb & gutter and sidewalks
Roadway Total				\$629,590.00	

Soil Erosion Control

Item	Qty	Unit	Unit Cost	Item Cost	Description
Wattles	1,468	LF	\$2.00	\$2,935.29	
Mulching	2	AC	\$500.00	\$759.13	
Temporary Seeding	2	AC	\$500.00	\$759.13	
Temporary Sediment Basin	0	EA	\$2,500.00	\$506.08	
Silt Fence	607	LF	\$1.00	\$607.30	
Permanent Seeding	3	AC	\$600.00	\$1,821.90	
Rock Sock	1	EA	\$150.00	\$75.91	
Erosion Control Blanket	2,348	SY	\$2.00	\$4,695.04	
Vehicle Tracking Control	0	EA	\$3,000.00	\$607.30	
Inlet/Outlet Protection	2	EA	\$200.00	\$384.62	
Soil Erosion Control Total				\$13,151.71	

Earthwork

Item	Qty	Unit	Unit Cost	Item Cost	Description
Earthwork	15,183	CY	\$5.00	\$75,912.63	Includes surface roughening
Import	8,856	CY	\$15.00	\$132,847.10	
Earthwork Total				\$208,759.73	

Open Space

Item	Qty	Unit	Unit Cost	Item Cost	Description
Trail	3,250	LF	\$35.00	\$113,750.00	Trail along Fulton Ditch
Landscape	0.2	LS	\$750,000.00	\$150,000.00	Est.
Site Work	0.2	LS	\$225,000.00	\$45,000.00	Est.
Site Furnishings	0.2	LS	\$165,000.00	\$33,000.00	Est.
9th Street Tree Lawn	0	LF	\$42.00	\$0.00	Est.
14th Street Tree Lawn	0	LF	\$42.00	\$0.00	Est.
County Road 31 Tree Lawn	0	LF	\$42.00	\$0.00	Est.
Open Space Total				\$341,750.00	

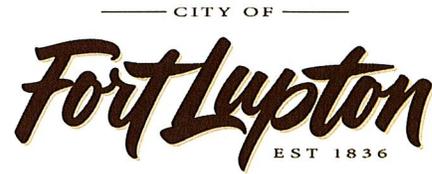
Miscellaneous

Item	Qty	Unit	Unit Cost	Item Cost	Description
Soft Costs	0.10	LS	\$1,405,000.00	\$142,209.66	Est.
Open Space Total				\$142,209.66	

Total

	Sub-Total:	\$1,892,608.29
	20% contingency:	\$378,521.66
Cottonwood Greens Metropolitan District TOTAL:		\$2,271,129.94

**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
Bruce Fitzgerald, Ward 3

AM 2020-106

**ADOPT AN ORDINANCE AMENDING SPECIFIC PROVISIONS OF THE FORT LUPTON
MUNICIPAL CODE FOR RETAIL MOBILE FOOD VENDING, CHAPTER 6, ARTICLE I,
SECTION 6-20**

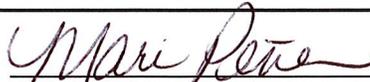
I. **Agenda Date:** Council Meeting – Date, 2020

II. **Attachments:** a. Ordinance 2020-xxxx

III. **Summary Statement:**

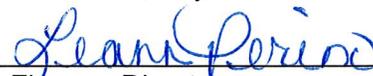
Currently, Fort Lupton Municipal Code *Section 6-20. Retail mobile food vending*, requires the City Clerk to collect a \$25.00 application fee for a mobile retail food vending application and complete background checks as described in Section 6-9 Investigations. As part of the Investigations, the owner of the business must be fingerprinted. Approving the Ordinance would require a Business License and modify the background check requirements.

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:

Currently, Fort Lupton Municipal Code *Section 6-20. Retail mobile food vending*, requires the City Clerk to collect a \$25.00 application fee for a mobile retail food vending application and complete background checks as described in *Section 6-9 Investigations*. As part of the Investigations, the owner of the business must be fingerprinted. Approving the Ordinance would require a Business License and remove the Investigations requirement.

A Business License is required from anyone doing business in the City and is a \$25.00 application fee. All Business Licenses expire December 31st of each year. The Mobile Retail Food Vending Permit is issued for one (1) year. Requiring all mobile retail food vendors obtain a Business License rather than a mobile retail food vending permit will help keep track of all licenses plus there is no loss in revenue as the application fee is the same.

The City is looking into bringing in vendors to events such as 4th of July, Trapper's Day, Farmer's Markets, Fire Pit Fridays, etc. City staff have received comments from vendors indicating that they don't need to provide fingerprints in other cities. Food truck owners are choosing to skip events because of the time and expense to complete this requirement.

The proposed changes are as follows:

Removal of Code Section 6-20

(c) The criteria for operation is as follows:

- (1) A ~~mobile food vending permit~~ Business License is required.*
- (2) ~~Permits-Licenses~~ must be kept with the mobile retail food establishment or pushcart and presented to City officials upon request.*

~~*Upon receiving a mobile retail food vending application, the City Clerk shall collect the application fee of twenty-five dollars (\$25.00) and complete background checks as described in Section 6-9, Investigations.*~~

~~*Such permit shall be issued for one (1) year.*~~

X. Legal/Political Considerations:

XI. Alternatives/Options:

- 1. Approve the Ordinance.*
- 2. Don't approve the Ordinance.*

XII. Financial Considerations:

XIII. Staff Recommendation:

Staff seeks approval of the amendment to Section 6-20 Retail mobile food vending.

ORDINANCE NO. 2020-xxxx
INTRODUCED BY:

**AN ORDINANCE OF THE CITY OF FORT LUPTON, COLORADO, AMENDING
SPECIFIC PROVISIONS OF THE FORT LUPTON MUNICIPAL CODE FOR
CHAPTER 6, ARTICLE I, SECTION 6-20, RETAIL MOBILE FOOD VENDING**

WHEREAS, City Council deems it necessary to revise specific provisions of the Fort Lupton Municipal Code; 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 6, Article I, Section 6-20 of the Fort Lupton Municipal Code is hereby amended as follows:

Sec. 6-20. - Retail mobile food vending.

- a. The following mobile retail food vending vehicles are recognized by this section:
 1. Mobile retail food establishment; retail food establishment that reports to and operates from a commissary and is readily moveable, is a motorized wheeled vehicle or a towed wheeled vehicle designed and equipped to serve food.
 2. Pushcart: a non-self-propelled vehicle limited to serving commissary prepared or prepackaged food a non-potentially hazardous food unless the equipment is commercially designed and approved to handle food preparation and service.
- b. Mobile retail food establishments and pushcarts shall be permitted in all non-residential zoning districts subject to the following:
 1. Operation in parks with permanent concession facilities is prohibited when park concessions are in operations.
 2. Exceptions. Zoning and separation requirements do not apply during special events.
- c. The criteria for operation is as follows:
 1. A Business License is required.
 2. Licenses must be kept with the mobile retail food establishment or pushcart and presented to City officials upon request.

3. Operations are responsible for maintaining trash receptacles and shall maintain all areas used for food vending in a safe, clean and attractive condition.
4. Mobile retail food establishments and pushcarts must be removed from any site at the end of each business day (unless otherwise approved).
5. Operator must obey all parking and traffic laws.
6. Mobile retail food establishments and pushcarts must not obstruct pedestrian or bicycle access/passage and must not obstruct parking lot circulation or impede traffic flow.
7. Structures, canopies, tables or chairs are not permitted to be set up around the mobile retail food establishment or pushcart.
8. Operators must dispose of all waste in accordance with Weld County Health Department regulations.

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 2nd day of June 2020.

PUBLISHED in the Fort Lupton Press the 10th day of June 2020.

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

PUBLISHED BY TITLE ONLY the __ day of __ 2020.

EFFECTIVE (after publication) the __ day of __ 2019.

CITY OF FORT LUPTON, COLORADO

Zo Stieber, Mayor

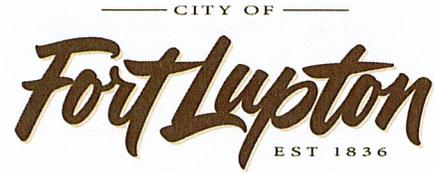
ATTEST:

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 Crespin, Ward 1
Tommy Holton, Ward 2
Bruce Fitzgerald, Ward 3

AM 2020-107

AN EMERGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO ENACTING CHAPTER 2, ADMINISTRATION AND PERSONNEL, ARTICLE II MAYOR AND CITY COUNCIL, SECTION 2-38 CONNECTED MEETINGS, OF THE FORT LUPTON MUNICIPAL CODE AND DECLARING AN EMERGENCY.

I. **Agenda Date:** Council Meeting – June 2, 2020

II. **Attachments:** a. Proposed Ordinance 2020-0xxx.

III. **Summary Statement:**

The City must be innovative in providing the public the most meaningful access possible, utilizing available technology and to address challenges presented and identified as a result of Covid-19 and or similar health and safety events in the future. Therefore, subject to social distancing and public health orders, members of the public will be offered both the opportunity to be physically and or electronically present for meetings at the City, subject to existing health conditions.

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:

This ordinance will establish regulations to ensure that City business can be conducted and all residents can be represented by their elected officials during non-emergency situations without endangering public health, including the health of the public, the City Council, and City staff and the community at large, while utilizing available technology and retaining a maximum of transparency, openness, and public participation consistent with the Code and the Colorado Open Meetings Law.

The City must be innovative in providing the public the most meaningful access possible and to address challenges presented and identified as a result of Covid-19 and or similar health and safety events in the future. Therefore, subject to social distancing and public health orders, members of the public will be offered both the opportunity to be physically and or electronically present for meetings at the City, subject to existing health conditions.

The ordinance will allow for City Council, Planning Commission, Board of Adjustment or similar enterprise boards to participate in Connected Meetings.

Public hearings on quasi-judicial matters and votes taken on quasi-judicial actions may be taken during a Connected Meeting provided the City Council adopts a resolution establishing guidelines for such matters, consistent with this ordinance and in conformance with the requirements of the Code and the requirements of due process.

X. Legal/Political Considerations:

The City Attorney has reviewed the proposed Ordinance.

XI. Alternatives/Options:

1. Adopt the Emergency Ordinance.
2. Do not Adopt the Emergency Ordinance.

XII. Financial Considerations:

XIII. Staff Recommendation:

Staff seeks approval of the Ordinance

ORDINANCE NO. 2020-10xx

INTRODUCED BY:

AN EMERGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO ENACTING CHAPTER 2, ADMINISTRATION AND PERSONNEL, ARTICLE II MAYOR AND CITY COUNCIL, SECTION 2-38 CONNECTED MEETINGS, OF THE FORT LUPTON MUNICIPAL CODE AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO:

WHEREAS, pursuant to the Fort Lupton Municipal Code (“Code”), the City Council of the City of Fort Lupton (“City”) has all legislative powers and functions of municipal government as reserved to it by the Colorado Constitution and the laws of the state of Colorado;

WHEREAS, the Code allows the City Council to determine rules and regulations for citizens to be heard; and

WHEREAS, C.R.S. 24-6-402(2)(b) requires that “all meetings of a quorum of three or more members of any local public body, whichever is fewer, at which any public business is discussed or at which any formal action may be taken are declared to be public meetings open to the public at all times,” but does not define the phrase “open to the public” or mandate the physical presence of the public or members of the local public body; and

WHEREAS, the intent and purpose of this Connected Meeting ordinance is to ensure that the City is innovative in providing to the public the most meaningful access possible, utilizing available technology to better serve the community and to address challenges presented as a result of Covid-19 and or similar health and safety events in the future; and

WHEREAS, subject to social distancing and public health orders, members of the public will be offered both the opportunity to be physically and or electronically present for meetings at the City, subject to existing health conditions; and

WHEREAS, the City Council desires to establish guidelines to ensure that City business can be conducted and all residents can be represented by their elected officials without endangering public health, including the health of the public, the City Council, and City staff and the community at large, while retaining a maximum of transparency, openness, and public participation consistent with the Code and the Colorado Open Meetings Law;

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

Section 1. Chapter 2, Article II, Section 2-38, of the Fort Lupton Municipal Code shall be enacted to read as follows:

Sec. 2-38 Connected Meetings.

- (a) During non-emergency situations in the City, participation in public meetings utilizing available technology shall be allowed where conducting public meetings in the physical presence of the public poses a potential health risk and or requiring the physical attendance of City Council and City staff is impractical due to unavailability, imprudent, and or possibly dangerous to the public health;
- (b) All City Council members shall be allowed to attend and participate in City Council Connected Meetings, which is defined as telephonic, video conferencing, internet based or other electronic or technological means as are made available by the City Administrator that allow for real-time participation and visibility (audio or video) by the City officials and general public, as provided herein. Councilmembers and members of the public may also, if permitted by the City Administrator, participate in person in such public meeting from the City's regular meeting location.
- (c) Connected Meetings, except where not consistent with Colorado Open Meetings Law, shall include where some or all public, City staff, board members and members of City Council may participate by accessing a commonly linked electronic platform remotely via telephonic, video, and/or internet facilitation or similar type platforms that allow for electronic and video participation and that:
 - 1. Allows all councilmembers and City staff to view, hear and communicate with each other, the City Administrator, the City Clerk, and the City Attorney;
 - 2. Allows the public to access the electronic link in order to view any presentation and materials presented to councilmembers, hear testimony and comments during the meeting, hear public statements by councilmembers and City staff, observe and hear voting; and
 - 3. Allows for oral public comment, to the extent possible, and written public comment that can be visible to the public and City Council as would be allowed by applicable council policies, subject to the limitations of this ordinance and as determined by the Mayor to preserve the orderly conduct of the meeting; and
 - 4. Allows in addition to the electronic option, the general public the option to appear in person if electronic connection is not available to the applicable citizen desiring to participate on a particular matter.

- (d) During a meeting held pursuant to this ordinance, Councilmembers shall not engage in any discussions of the business unless such discussions are visible to the public through Electronic Means, except for executive sessions.
- (e) All votes shall be conducted by a roll call vote that discloses the identity of the person voting and that person's vote.
- (f) All electronic Connected Meetings conducted pursuant to this ordinance shall be recorded and proper public notice of both the in person option and electronic participation option is properly posted and disseminated to the public.
- (g) Minutes of the Connected Meeting shall be taken and promptly prepared for review and approval by the City Council at the next regular or special meeting;
- (h) A quorum may be established by the attendance of councilmembers through Electronic Means.
- (i) Executive sessions and study sessions may be conducted by Electronic Means if held in accordance with the Colorado Open Meetings Law and City policies applicable to such meetings. Public comment shall not be required during such meetings and confidentiality of executive sessions shall be maintained.
- (j) Limitations:
 - 1. If any Councilmember's ability to participate in a Connected Meeting by Electronic Means is disconnected or delayed, the City Council may elect to proceed with the meeting provided a quorum remains present.
 - 2. Public hearings on quasi-judicial matters and votes taken on quasi-judicial may be taken consistent with policies adopted by a City Council resolution establishing guidelines for such matters, consistent with this ordinance and in conformance with the requirements of the Code and the requirements of due process.
- (k) This ordinance shall apply to meetings conducted by the Fort Lupton City Council, Planning Commission, Board of Adjustment, enterprise boards, urban renewal boards and similar City boards as the City Administrator deems appropriate.

EMERGENCY CLAUSE. Pursuant to C.R.S. §31-16-105 the City of Fort Lupton hereby finds, determines and declares that this Ordinance is necessary for the immediate preservation of public health and safety of the City. Therefore, this Ordinance shall become immediately effective upon adoption on second reading by the City Council.

INTRODUCED, READ, PASSED, AND ADOPTED this 2nd day of June 2020.

PUBLISHED in the Fort Lupton Press the 10th day of June 2020.

CITY OF FORT LUPTON

Zo Stieber, Mayor

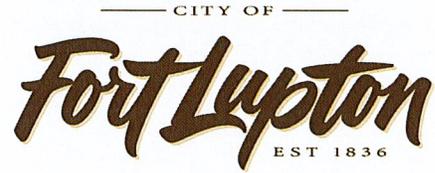
ATTEST:

Maricela Peña, City Clerk

Approved as to Form:

Andy Ausmus, City Attorney

**CITY OF FORT LUPTON
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
Bruce Fitzgerald, Ward 3

AM 2020-108

APPROVING A RESOLUTION ESTABLISHING CONNECTED MEETING POLICY AND PROCEDURES

I. Agenda Date: Council Meeting – June 2, 2020

II. Attachments:

- a. Proposed Resolution
- b. Connected Meeting Policy and Procedures

III. Summary Statement:

The intent and purpose of this Connected Meeting Policy and Procedures is to ensure that the City is innovative in providing the public the most meaningful access possible and to address challenges presented and identified as a result of Covid-19 and or similar health and safety events in the future. Therefore, subject to social distancing and public health orders, members of the public will be offered both the opportunity to be physically and or electronically present for meetings at the City, subject to existing health conditions.

IV. Submitted by: _____
Andy Ausmus, City Attorney

V. Finance Reviewed *Shannon 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 intent and purpose of this Connected Meeting Policy and Procedures is to ensure that the City is innovative in utilizing technology in providing the public the most meaningful access possible and to address challenges presented and identified as a result of Covid-19 and or similar health and safety events in the future. Therefore, subject to social distancing and public health orders, members of the public will be offered both the opportunity to be physically and or electronically present for meetings at the City, subject to existing health conditions.

This Policy shall remain in effect until changed by the Fort Lupton City Council. The City Administrator, or his/her designee has the authority to establish, regulate, and enforce any additional procedures necessary to implement this Connected Meeting Policy. The City Administrator's Office shall provide technological support for the remote connection and the implementation of this Connected Meeting Policy. Except as modified by this Connected Meeting Policy, City Council, Planning Commission, Board of Adjustment and enterprise board meetings shall adhere to the provisions of the Fort Lupton Municipal Code.

This Connected Meeting Policy shall apply to meetings of the Fort Lupton City Council, Planning Commission, Board of Adjustment and enterprise board meetings.

X. Legal/Political Considerations:

None.

XI. Alternatives/Options:

None.

XII. Financial Considerations:

N/A

XIII. Staff Recommendation:

Staff seeks approval.

RESOLUTION NO. 2020Rxxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON, APPROVING AND ADOPTING CONNECTED MEETING POLICY AND PROCEDURES

WHEREAS, the intent and purpose of this Connected Meeting Policy and Procedures, “Policy” is to ensure that the City is innovative in providing the public the most meaningful access possible and to address challenges presented and identified as a result of Covid-19 and or similar health and safety events in the future; and

WHEREAS, subject to social distancing and public health orders, members of the public will be offered both the opportunity to be physically and or electronically present for meetings at the City, subject to existing health conditions; and

WHEREAS, the Connected Meeting Policy shall apply to meetings of the Fort Lupton City Council, Planning Commission, Board of Adjustment and enterprise board meetings.

WHEREAS, in order to preserve the health, safety and welfare of the citizens of the City of Fort Lupton and in an effort to utilize available technology, the City Council hereby in the best interests of the City desires to adopt a policy permitting City Councilmembers, City staff, board members and the general public to participate and be present at City Council, Planning Commission, Board of Adjustment and enterprise board meetings via Connected Meetings in times of non-emergencies, while also continuing to provide in person access to said meetings as well.

WHEREAS, the Policy shall remain in effect until changed, altered or rescinded by the Fort Lupton City Council.

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council, hereby approves and adopts the Connected Meeting Policy and Procedures for regular meetings.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO THIS 2nd DAY OF JUNE, 2020.

City of Fort Lupton, Colorado

Zo Stieber, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

CONNECTED MEETING POLICY AND PROCEDURES

Resolution 2020Rxxx, Adopted (Date)

I. Application.

This Policy shall remain in effect until changed by the Fort Lupton City Council. The City Administrator, or his/her designee has the authority to establish, regulate, and enforce any additional procedures necessary to implement this Connected Meeting Policy. The City Administrator's Office shall provide technological support for the remote connection and the implementation of this Connected Meeting Policy. Except as modified by this Connected Meeting Policy, City Council, Planning Commission and enterprise board meetings shall adhere to the provisions of the Fort Lupton Municipal Code.

This Connected Meeting Policy shall apply to meetings of the Fort Lupton City Council, Planning Commission, Board of Adjustment and enterprise board meetings.

The intent and purpose of this Connected Meeting Policy and Procedures is to ensure that the City is innovative in providing the public the most meaningful access possible and to address challenges presented as a result of Covid-19 and or similar health and safety events in the future. Therefore, subject to social distancing and public health orders, members of the public will be offered both the opportunity to be physically and or electronically present for meetings at the City, subject to existing health conditions.

II. Definitions.

Connected Meetings means meetings where some or all public, staff, board members and members of City Council may participate by accessing a commonly linked platform remotely via telephonic, video, and/or internet facilitation or similar type platforms that allow for electronic and video participation.

Quasi-Judicial means a determination of the rights, duties, or obligations of specific individuals on the basis of the application of presently existing legal standards or policy considerations to past or present facts developed at a hearing conducted for the purpose of resolving the particular interests in question. It is defined as quasi-judicial because it bears similarities to the adjudicatory function performed by courts. If a governmental decision is likely to adversely affect the protected interests of specific individuals, and if a decision is to be reached through the application of preexisting legal standards or policy considerations to present or past facts presented to the governmental body, then the governmental body is acting in a quasi-judicial capacity in making the determination.

Meetings means regular and special meetings as well as executive and study sessions of the City Council, Planning Commission and enterprise board meetings.

III. Purpose.

The purpose of this Policy is to specify the circumstances under which:

- (i) A member of the City Council, Planning Commission, Board of Adjustment or enterprise board member may participate in Connected Meetings; and
- (ii) Meetings may be conducted as Connected Meetings provided certain procedural safeguards are in place to allow for proper City and public participation and with the consent and waiver of an applicable applicant on quasi-judicial matters.

IV. Term of Policy.

This Policy shall remain in effect until changed, altered or rescinded by the Fort Lupton City Council.

V. Arranging for participation in a Connected Meeting.

To arrange to participate in a Connected Meeting via electronic participation, a member of City Council, Planning Commission and or enterprise board shall:

1. Contact the City Administrator, or his/her designee in advance of the meeting to determine if an arrangement for such participation via video conference connection is possible. Members of City Council, Planning Commission and or enterprise boards shall endeavor to advise the City of their intent to participate via electronic participation at the earliest possible time and not less than twenty-four (24) hours prior to the requested participation.
2. The City shall initiate the electronic participation in a reasonable amount of time prior to the scheduled time of the meeting to insure proper connectivity. Upon disconnection during a meeting, the City Clerk or meeting host shall make one attempt to re-initiate the connection.

VI. Connected Meetings.

Connected Meetings may be conducted if all of the following conditions are met:

1. The City Administrator, or his/her designee determines that meeting in person by all members is not practical or prudent, illness or unavailability makes in person participation difficult or because of a health pandemic or declaration of emergency affecting the City;
2. All members of City Council, Planning Commission, Board of Adjustment or applicable enterprise board can hear one another, can see and communicate with one another and can read all documents in the packet and evaluate testimony in a manner designed to provide maximum participation by the member and the general public and so as to allow for the ability to assess the credibility of the witnesses and application;

3. Members of the public participating in the Connected Meeting can observe the public discussion, testimony, exhibits and votes unless otherwise not feasible due to an emergency;
4. All votes are conducted by roll call;
5. Minutes of the meeting are taken and promptly recorded, and such records are open to public inspection; and
6. To the extent possible, full and timely notice is given to the public setting forth the time of the meeting and the protocol for public participation in the Connected Meeting.
7. Quasi-judicial matters may be heard or considered at a Connected Meeting if the Applicant:
(a) is properly advised of its right to a continuance of the matter until such time as a full in person meeting may be held; (b) consents to proceeding in a Connected Meeting; (c) executes the City's standard waiver; and (d) suitable arrangements can be made for public comment and involvement in the applicable meeting.

VII. Reasonable Accommodations.

The City Council shall direct the City Administrator or his/her designee to provide reasonable accommodation to City participants and or members of the general public who possess a disability, so as to allow full and equal access to Meetings.

VIII. Malfunction.

In the event of an electronic malfunction during the Connected Meeting of a nature that the remote attendees cannot effectively participate, at the direction of the Mayor or other presiding officer, the connection may be terminated. If the connection is terminated, the affected participant shall not be allowed to vote on matters presented at the meeting.

IX. Executive Sessions.

It shall be the responsibility of the member of City Council utilizing this Connected Meeting Policy to initiate the connection at a secure location such that the confidentiality of the executive session is not compromised. Remote attendees shall not record an executive session.

X. Emergency Meetings.

In case of an emergency requiring immediate action of the City Council to protect public health, safety or welfare, or in the case that a health pandemic or a state of emergency has been declared, the City Council may convene an emergency Connected Meeting without any advance public notice or with such limited advance public notice as the Mayor finds feasible in the circumstances. Such meetings may be held pursuant to this policy. At such emergency meeting, the City Council may take any action within its authority that is necessary for the immediate protection of public health, safety or welfare; provided however, that any action taken at the emergency meeting shall be

effective only until the next meeting that complies with the advance notice requirements of the Colorado Open Meetings Law. At that next meeting, the City Council may ratify any action taken at the emergency meeting. The agenda and posted public notice for that next meeting shall include the question of ratifying such emergency action. If the City Council fails to ratify any such emergency action taken, that action shall be deemed rescinded but shall remain effective for the period of time from its approval until its rescission.



Upcoming Events

June 9 th	Town Hall Meeting, 130 S. McKinley Ave. 6:30 p.m.
June 16 th	City Council Meeting, 130 S. McKinley Ave. 7:00 p.m.
June 30 th	Town Hall Meeting, 130 S. McKinley Ave. 6:30 p.m.
July 3 rd	City Offices Closed in Observance of Independence Day
July 4 th	4 th of July Fireworks
July 7 th	City Council Meeting, 130 S. McKinley Ave. 7:00 p.m.
July 10-11 th	Citywide Yard Sales
July 14 th	Town Hall Meeting, 130 S. McKinley Ave. 6:30 p.m.
July 21 st	City Council Meeting, 130 S. McKinley Ave. 7:00 p.m.