City of Fort Lupton
City Council
REGULAR MEETING AGENDA
Tuesday, September 15, 2020
7:00 PM
130 South McKinley Avenue

Zo Stieber, Mayor
Shannon Rhoda, Ward 1
Chris Ceretto, Ward 2
Mike Sanchez, Ward 3
David Crespin, Ward 1
Tommy Holton, Ward 2
Bruce Fitzgerald, Ward 3

Remote Meeting Instructions Please register for City Council Regular Meeting on Sep 15, 2020 7:00 PM MDT at: https://attendee.gotowebinar.com/register/6394075040898786063 After registering, you will receive a confirmation email containing information about joining the webinar.

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. 09152020 Accounts Payable

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. 09012020 City Council Meeting Minutes

b. AM 2020-158 Authorize the Mayor to Execute an Agreement for the Purchase of Windy Gap Firming Units From Longmont For $74,607.72 Funded from the Water Sales Tax Fund and Petition to the Subdistrict of Northern Colorado Water Conservation District for 87 Windy Gap Firming Units

c. AM 2020-159 Approve Payment for the 2021 Colorado Big Thompson (CBT) Assessment From the Utility Fund for an Amount not to Exceed $148,832

d. AM 2020-160 Accepting 2021 Property/Casualty Preliminary Contribution Quotation from CIRSA Estimated at $301,230.01

e. AM 2020-163 Approve a Resolution to Accept a Contract for the Fort Lupton Public & School Library to Engage Kristel Acre & Abigail Renner of Re/Max Nexus as Real Estate Broker for Buyer

f. AM 2020-164 Moving a Part Time Golf Course Maintenance Position to Full Time Irrigation Technician

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

a. AM 2020-161 Approve a Resolution Approving the Service Plan for Vincent Village Metropolitan District and Approve Intergovernmental Agreement with District

Action Memorandum

a. AM 2020-162 Accepting City of Fort Lupton's Audit Report of Financial Statements for the Year Ending December 31, 2019

b. AM 2020-165 Authorize the Mayor to Execute a Purchase Agreement with the Highway 160 General Partnership, LLC and/or Assigns for $779,750.00

Information Memorandum

a. IM 2020-004 Purchase of a 2015 Ford Explorer for Code Enforcement

Staff Reports

Mayor/Council Reports

Future City Events

Executive Session "To hold a conference with the City's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b)." Related to investigation into matters involving City business.

Adjourn

Check Report

City of Fort Lupton

By Check Number

Date Range: 09/01/2020 - 09/14/2020

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount / Payable Amount	Number
Bank Code: Golf Course-Golf Course							
001137	UNITED POWER		09/02/2020	Regular	0.00	-4,777.31	83812
000044	AGFINITY INC		09/07/2020	Regular	0.00	3,026.27	83939
I51106	Invoice	09/02/2020	GOLF-NL 10% ETHANOL-MAINT		0.00	2,340.07	
I51107	Invoice	09/02/2020	GOLF-DYED #2 ULSD 349.30GALS-MAINT		0.00	686.20	
000073	AMERICAN EAGLE DISTRIBUTING CO		09/07/2020	Regular	0.00	534.80	83940
109831	Invoice	09/02/2020	GOLF-BEVERAGES-PRO SHOP		0.00	515.15	
109832	Invoice	09/02/2020	GOLF-BEVERAGES-PRO SHOP		0.00	19.65	
002586	BIG THOMPSON BREWERY		09/07/2020	Regular	0.00	90.00	83941
D-1351	Invoice	09/02/2020	GOLF-BEVERAGES-PRO SHOP		0.00	90.00	
000160	BREAKTHRU BEVERAGE GROUP		09/07/2020	Regular	0.00	797.13	83942
336695966	Invoice	09/02/2020	GOLF-BEVERAGES-PRO SHOP		0.00	648.63	
336695967	Invoice	09/02/2020	GOLF-BEVERAGES-PRO SHOP		0.00	33.50	
336695968	Invoice	09/02/2020	GOLF-BEVERAGES-PRO SHOP		0.00	115.00	
000206	CENTURYLINK		09/07/2020	Regular	0.00	52.58	83943
3945 184B AUG20	Invoice	09/02/2020	GOLF-AUG20 TELEPHONE SERVICES 8/19-9/...		0.00	52.58	
000239	CITY OF FORT LUPTON		09/07/2020	Regular	0.00	288.78	83944
INV00801	Invoice	09/02/2020	GOLF-COMCAST INV 104631360 7/15-8/14-...		0.00	288.78	
000241	CITY OF FT LUPTON-UTIL INVOICE		09/07/2020	Regular	0.00	2,383.54	83945
110249001 AUG20	Invoice	09/01/2020	Water/Sewer Bill-Golf		0.00	372.08	
110252001 AUG20	Invoice	09/01/2020	Water/Sewer Bill-Golf		0.00	1,885.00	
110252101 AUG20	Invoice	09/01/2020	Water/Sewer Bill-Golf		0.00	47.59	
770214501 AUG20	Invoice	09/01/2020	Water/Sewer Bill-Golf		0.00	78.87	
002112	DPC INDUSTRIES, INC		09/07/2020	Regular	0.00	209.12	83946
737003363-20	Invoice	09/02/2020	GOLF-SODIUM HYPO 54GALS-MAINT		0.00	209.12	
000567	HIGH COUNTRY BEVERAGE CORP		09/07/2020	Regular	0.00	1,317.22	83947
W-3215986	Invoice	09/02/2020	GOLF-BEVERAGES-PRO SHOP		0.00	1,317.22	
000735	LL JOHNSON DISTRIBUTING		09/07/2020	Regular	0.00	1,528.16	83948
1129908-00	Invoice	09/02/2020	GOLF-RAINBIRD SWING ELL 3/4"-MAINT		0.00	22.51	
1838813-00	Invoice	09/02/2020	GOLF-TIRE AND RIM-MAINT		0.00	281.89	
1838855-00	Invoice	09/02/2020	GOLF-RIM-MAINT		0.00	62.70	
1839054-00	Invoice	09/02/2020	GOLF-OUTPUT GEAR ASM-MAINT		0.00	1,161.06	
001913	LUXOTTICA OF AMERICA, INC		09/07/2020	Regular	0.00	697.00	83949
6904692823	Invoice	07/01/2020	GOLF-TAKE PRO PANT-PRO SHOP		0.00	118.23	
6904797384	Credit Memo	07/01/2020	GOLF-TAKE PRO PANT-PRO SHOP		0.00	-118.23	
6905619766	Invoice	09/02/2020	GOLF-MERCHANDISE-PRO SHOP		0.00	141.00	
6905619767	Invoice	09/02/2020	GOLF-HALF JACKET-PRO SHOP		0.00	73.00	
6905757834	Invoice	09/02/2020	GOLF-MERCHANDISE-PRO SHOP		0.00	239.00	
6905768249	Invoice	09/02/2020	GOLF-MERCHANDISE-PRO SHOP		0.00	244.00	
000865	OFFICE DEPOT		09/07/2020	Regular	0.00	53.14	83950
118698237001	Invoice	09/02/2020	GOLF-BUSINESS CARDS,PAPER-PRO SHOP		0.00	53.14	
000944	REPUBLIC NATIONAL DISTRIBUTING CO LLC		09/07/2020	Regular	0.00	237.34	83951
5807783	Invoice	09/02/2020	GOLF-BEVERAGES-PRO SHOP		0.00	237.34	
000974	SAFE SYSTEMS INC		09/07/2020	Regular	0.00	448.61	83952
870192-1043	Invoice	09/02/2020	GOLF-SECURITY SERVICES		0.00	131.69	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount / Payable Amount	Number
870192-1044	Invoice	09/02/2020	GOLF-SECURITY SERVICES		0.00	131.69	
SI-529111	Invoice	09/02/2020	GOLF-REPAIR WORK-PRO SHOP		0.00	185.23	
000999	SHAMROCK FOODS COMPANY		09/07/2020	Regular	0.00	952.13	83953
20987388	Invoice	09/02/2020	GOLF-FOOD/SNACKS/SUPPLIES-PRO SHOP		0.00	705.91	
20987389	Invoice	09/02/2020	GOLF-FOOD/SNACKS/SUPPLIES-PRO SHOP		0.00	246.22	
001052	SWIRE COCA-COLA, USA		09/07/2020	Regular	0.00	1,059.39	83954
13923208962	Invoice	09/02/2020	GOLF-BEVERAGES-PRO SHOP		0.00	651.76	
13923208963	Invoice	09/02/2020	GOLF-BEVERAGES-PRO SHOP		0.00	407.63	
001895	TERMINIX		09/07/2020	Regular	0.00	137.00	83955
399594433	Invoice	09/02/2020	GOLF-MONTHLY PEST CONTROL-PRO SHOP		0.00	137.00	
001137	UNITED POWER		09/07/2020	Regular	0.00	4,777.31	83956
1194602 JUN20	Invoice	07/09/2020	United Power		0.00	911.06	
1195001 JUN20	Invoice	07/09/2020	United Power		0.00	3,693.69	
1195701 JUN20	Invoice	07/09/2020	United Power		0.00	126.87	
19595600 JUN20	Invoice	07/09/2020	United Power		0.00	24.01	
6601202 JUN20	Invoice	07/09/2020	United Power		0.00	21.68	
001225	YAMAHA MOTOR CORP		09/07/2020	Regular	0.00	10,798.08	83957
717448	Invoice	09/02/2020	GOLF-M19101296 AUG20 LEASE PAYMENT-...		0.00	10,798.08	
001207	WESTERN DISTRIBUTING INC		09/07/2020	Regular	0.00	459.28	83958
371-03258	Invoice	09/02/2020	GOLF-BEVERAGES-PRO SHOP		0.00	459.28	
001301	AAA AUTO PARTS INC		09/14/2020	Regular	0.00	3.66	83959
94106	Invoice	09/09/2020	GOLF-3/8 DRIVE-MAINT		0.00	3.66	
000024	ACE HARDWARE OF FORT LUPTON		09/14/2020	Regular	0.00	14.99	83960
84852	Invoice	09/09/2020	GOLF-TITANIUM DRILL BITS-MAINT		0.00	14.99	
000073	AMERICAN EAGLE DISTRIBUTING CO		09/14/2020	Regular	0.00	836.70	83961
115159	Invoice	09/09/2020	GOLF-BEVERAGES-PRO SHOP		0.00	836.70	
000183	CALLAWAY GOLF SALES COMPANY		09/14/2020	Regular	0.00	2,735.70	83962
931914366	Invoice	09/09/2020	GOLF-RANGE BALLS-PRO SHOP		0.00	2,625.00	
931938725	Invoice	09/09/2020	GOLF-MERCHANDISE-PRO SHOP		0.00	110.70	
000239	CITY OF FORT LUPTON		09/14/2020	Regular	0.00	217.85	83963
INV00802	Invoice	09/09/2020	GOLF-VERIZON INV 9861629384 8/27-9/26-...		0.00	217.85	
001861	D. C. DIRTWORKS LLC		09/14/2020	Regular	0.00	85.00	83964
83120	Invoice	09/09/2020	GOLF-BACKFLOW PREVENTER VALVE CHECK...		0.00	85.00	
000567	HIGH COUNTRY BEVERAGE CORP		09/14/2020	Regular	0.00	966.85	83965
W-3218815	Invoice	09/09/2020	GOLF-BEVERAGES-PRO SHOP		0.00	966.85	
000735	LL JOHNSON DISTRIBUTING		09/14/2020	Regular	0.00	1,424.88	83966
1130163-00	Invoice	09/09/2020	GOLF-AQUARTITIN LAKES 1LITER-MAINT		0.00	1,360.00	
1838661-00	Invoice	09/09/2020	GOLF-AIR FILTER-MAINT		0.00	30.44	
1839281-00	Invoice	09/09/2020	GOLF-V BELT-MAINT		0.00	34.44	
000768	MASEK GOLF CAR OF COLORADO		09/14/2020	Regular	0.00	9.56	83967
1-63276	Invoice	09/09/2020	GOLF-ARM, KNUCKLE-PRO SHOP		0.00	9.56	
000862	O'REILLY AUTO PARTS		09/14/2020	Regular	0.00	44.98	83968
4489-234045	Invoice	09/09/2020	GOLF-DRILL BIT SET, IMPACT GLOV ES-MAINT		0.00	44.98	
000999	SHAMROCK FOODS COMPANY		09/14/2020	Regular	0.00	1,791.05	83969
21001604	Invoice	09/09/2020	GOLF-FOOD/BEVERAGES/SNACKS-PRO SHOP		0.00	857.86	
21001605	Invoice	09/09/2020	GOLF-FOOD/BEVERAGES/SNACKS-PRO SHOP		0.00	160.42	
21008911	Invoice	09/09/2020	GOLF-FOOD/BEVERAGES/SNACKS-PRO SHOP		0.00	772.77	
001022	SOUTHERN GLAZER'S OF CO		09/14/2020	Regular	0.00	848.65	83970

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount / Payable Amount	Number
2339954	Invoice	09/09/2020	GOLF-BEVERAGES-PRO SHOP		0.00	848.65	
001052	SWIRE COCA-COLA, USA		09/14/2020	Regular	0.00	840.93	83971
13910207852	Invoice	09/09/2020	GOLF-BEVERAGES-PRO SHOP		0.00	840.93	
001137	UNITED POWER		09/14/2020	Regular	0.00	4,869.15	83972
1194602 SEP20	Invoice	09/10/2020	United Power		0.00	1,088.97	
1195001 SEP20	Invoice	09/10/2020	United Power		0.00	3,597.13	
1195701 SEP20	Invoice	09/10/2020	United Power		0.00	134.21	
19595600 SEP20	Invoice	09/10/2020	United Power		0.00	24.33	
6601202 SEP20	Invoice	09/10/2020	United Power		0.00	24.51	
001183	WAXIE SANITARY SUPPLY		09/14/2020	Regular	0.00	266.71	83973
79263824	Invoice	09/09/2020	GOLF-JANITORIAL SUPPLIES-PRO SHOP		0.00	191.72	
79434672	Invoice	09/09/2020	GOLF-SOAP ETC-PRO SHOP		0.00	74.99	

Bank Code Golf Course Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	68	35	0.00	44,803.54
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	-4,777.31
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	68	**36**	**0.00**	**40,026.23**

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Pooled Cash-Pooled Cash							
000241	CITY OF FT LUPTON-UTIL INVOICE		09/07/2020	Regular	0.00	97,970.23	68175
110035001 AUG20	Invoice	09/01/2020	Water/Sewer Bill-City		0.00	2,032.75	
110221001 AUG20	Invoice	09/01/2020	Water/Sewer Bill-City		0.00	353.35	
110222001 AUG20	Invoice	09/01/2020	Water/Sewer Bill-City		0.00	1,715.95	
110251001 AUG20	Invoice	09/01/2020	Water/Sewer Bill-City		0.00	920.78	
330025001 AUG20	Invoice	09/01/2020	Water/Sewer Bill-City		0.00	384.55	
330031001 AUG20	Invoice	09/01/2020	Water/Sewer Bill-City		0.00	1,266.55	
330045001 AUG20	Invoice	09/01/2020	Water/Sewer Bill-City		0.00	107.74	
330092001 AUG20	Invoice	09/01/2020	Water/Sewer Bill-City		0.00	370.45	
330166001 AUG20	Invoice	09/01/2020	Water/Sewer Bill-City		0.00	220.09	
330920000 AUG20	Invoice	09/01/2020	Water/Sewer Bill-City		0.00	34.68	
550055501 AUG20	Invoice	09/01/2020	Water/Sewer Bill-City		0.00	70.61	
550057001 AUG20	Invoice	09/01/2020	Water/Sewer Bill-City		0.00	136.37	
550057601 AUG20	Invoice	09/01/2020	Water/Sewer Bill-City		0.00	1,110.54	
550057701 AUG20	Invoice	09/01/2020	Water/Sewer Bill-City		0.00	59,439.49	
660092001 AUG20	Invoice	09/01/2020	Water/Sewer Bill-City		0.00	476.05	
770109501 AUG20	Invoice	09/01/2020	Water/Sewer Bill-City		0.00	34.65	
770116501 AUG20	Invoice	09/01/2020	Water/Sewer Bill-City		0.00	716.49	
770229001 AUG20	Invoice	09/01/2020	Water/Sewer Bill-City		0.00	475.15	
770229501 AUG20	Invoice	09/01/2020	Water/Sewer Bill-City		0.00	2,780.85	
770229601 AUG20	Invoice	09/01/2020	Water/Sewer Bill-City		0.00	39.88	
770231101 AUG20	Invoice	09/01/2020	Water/Sewer Bill-City		0.00	78.18	
990004001 AUG20	Invoice	09/01/2020	Water/Sewer Bill-City		0.00	214.84	
990004101 AUG20	Invoice	09/01/2020	Water/Sewer Bill-City		0.00	55.77	
990005001 AUG20	Invoice	09/01/2020	Water/Sewer Bill-City		0.00	159.98	
990006001 AUG20	Invoice	09/01/2020	Water/Sewer Bill-City		0.00	280.70	
990007001 AUG20	Invoice	09/01/2020	Water/Sewer Bill-City		0.00	264.63	
990008001 AUG20	Invoice	09/01/2020	Water/Sewer Bill-City		0.00	139.63	
990132001 AUG20	Invoice	09/01/2020	Water/Sewer Bill-City		0.00	24,089.53	
000242	CIVICPLUS		09/07/2020	Regular	0.00	4,841.03	68176
203076	Invoice	10/01/2020	CivicPlus Website Renewal		0.00	4,841.03	
001949	CIVIL RESOURCES LLC		09/07/2020	Regular	0.00	7,134.00	68177
19-305.01.08	Invoice	09/01/2020	UF- Lagoon Mining Engineering- WWTP		0.00	7,134.00	
002226	CLAYSTONE CONSTRUCTION		09/07/2020	Regular	0.00	1,500.00	68178
R00091875	Invoice	08/28/2020	UF-HYDRANT METER DEPOSIT REFUND		0.00	1,500.00	
002608	COLONIAL FLAG FOUNDATION		09/07/2020	Regular	0.00	16,413.22	68179
304	Invoice	09/01/2020	CPR-FLAGS-COM CTR		0.00	16,413.22	
000307	COMCAST CABLE COMM, LLC		09/07/2020	Regular	0.00	272.65	68180
606460147405 A...	Invoice	09/02/2020	CPR-PHONE/INTERNET SERVICES 8/20-9/19...		0.00	174.80	
606460159244 A...	Invoice	08/28/2020	GF-AUG20 FAX/INTOXILIZER-PD		0.00	97.85	
000321	COUNTERTRADE PRODUCTS INC		09/07/2020	Regular	0.00	2,881.61	68181
SI-00023537	Invoice	08/31/2020	Arubas + Aruba Cenrtral		0.00	2,091.06	
SI-00023538	Invoice	08/31/2020	Arubas + Aruba Cenrtral		0.00	790.55	
000372	DELL MARKETING LP		09/07/2020	Regular	0.00	244.50	68182
10417300029	Invoice	09/01/2020	Dell ProSupportPlus		0.00	244.50	
000429	EMPIRE PORTABLE RESTROOMS		09/07/2020	Regular	0.00	507.00	68183
51731	Invoice	08/31/2020	GF-PORTABLE RESTROOM SERVICE 8/18-9/14		0.00	507.00	
000440	EROSION CONTROLS OF COLORADO		09/07/2020	Regular	0.00	1,453.00	68184
R00090561	Invoice	08/28/2020	UF-HYDRANT METER DEPOSIT REFUND		0.00	1,453.00	
002166	JBS PIPELINE CONTRACTORS		09/07/2020	Regular	0.00	1,500.00	68185
R00075552	Invoice	08/28/2020	UF-HYDRANT METER DEPOSIT REFUND		0.00	1,500.00	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount / Payable Amount	Number
000735	LL JOHNSON DISTRIBUTING		09/07/2020	Regular	0.00	785.16	68186
1129771-00	Invoice	08/28/2020	GF-SPRINKLER/IRRIGATION SUPPLIES-PARKS		0.00	785.16	
001660	MILE HIGH PAVING		09/07/2020	Regular	0.00	1,500.00	68187
R00062382	Invoice	08/28/2020	UF-HYDRANT METER DEPOSIT REFUND		0.00	1,500.00	
002195	MINUTEMAN PRESS		09/07/2020	Regular	0.00	340.19	68188
33885	Invoice	09/01/2020	GF-COURT ENVELOPES-COURT		0.00	340.19	
002607	MOMAR		09/07/2020	Regular	0.00	313.72	68189
PSI358824	Invoice	08/18/2020	CPR-NITRILE GLOVES-COM CTR		0.00	175.00	
PSI360851	Invoice	09/01/2020	GF-NEW SANITIZER DISPENSERS & FOAM-MI...		0.00	138.72	
002049	MUNI RESOURCES		09/07/2020	Regular	0.00	130.00	68190
20-013	Invoice	09/02/2020	GF-PROPOSED BALLOT QUESTIONS DISCUSS...		0.00	130.00	
002243	NOCO MUNICIPAL CONSULTING LLC		09/07/2020	Regular	0.00	575.00	68191
4	Invoice	09/01/2020	GF-SHOOTING RANGE CONSULTING FEES-MI...		0.00	575.00	
000857	NORTHERN WATER		09/07/2020	Regular	0.00	37,475.95	68192
AM2020-156	Invoice	09/02/2020	UF-2020 SWSP Operating Assessment-WTP		0.00	37,475.95	
000869	OPERATIONS MANAGEMENT INT		09/07/2020	Regular	0.00	117,136.34	68193
35123009012020	Invoice	10/01/2020	UF-OCT20 OMI MONTHLY BILLING		0.00	117,136.34	
000896	PETTY CASH-FINANCE		09/07/2020	Regular	0.00	96.16	68194
82720	Invoice	08/28/2020	GF-PETTY CASH-FIN		0.00	96.16	
000901	PLAINS EAST MECHANICAL SERVICES LLC		09/07/2020	Regular	0.00	2,719.70	68195
2929-1083	Invoice	09/02/2020	CPR-SMALL LENNOX A/C REPAIR-COM CTR		0.00	212.50	
2930-1084	Invoice	09/02/2020	GF-SERVER ROOM A/C REPAIR-FAC		0.00	1,752.00	
2944-1085	Invoice	09/02/2020	REC-GYM VISIT, CONDENSOR MOTOR		0.00	755.20	
002005	PLM ASPHALT & CONCRETE LLC		09/07/2020	Regular	0.00	1,500.00	68196
R00059272	Invoice	08/28/2020	UF-HYDRANT METER DEPOSIT REFUND		0.00	1,500.00	
002606	PREMIER SERVICES		09/07/2020	Regular	0.00	551.00	68197
R00073575	Invoice	08/31/2020	UF-HYDRANT METER DEPOSIT REFUND		0.00	551.00	
002605	PRO DIGGERS LLC		09/07/2020	Regular	0.00	3,000.00	68198
R00048688	Invoice	08/31/2020	UF-HYDRANT METER DEPOSIT REFUND		0.00	1,500.00	
R00096095	Invoice	08/31/2020	UF-HYDRANT METER DEPOSIT REFUND		0.00	1,500.00	
000931	R & L TIRES		09/07/2020	Regular	0.00	20.00	68199
36899	Invoice	08/28/2020	GF-TIRE REPAIR-PARKS		0.00	20.00	
002264	ROSALIE E FARRER		09/07/2020	Regular	0.00	133.56	68200
82620	Invoice	08/31/2020	REC-LINE DANCING CLASSES		0.00	133.56	
001624	STATE OF COLORADO		09/07/2020	Regular	0.00	2,380.43	68201
1181-21	Invoice	08/28/2020	UF-BILL/LATE NOTICE PRINTING AUG20-UB		0.00	2,380.43	
001101	TODD HODGES DESIGN LLC		09/07/2020	Regular	0.00	9,088.75	68202
3250	Invoice	09/01/2020	GF-PLANNING SERVICES 8/17-8/30		0.00	9,088.75	
001138	UNITED POWER		09/07/2020	Regular	0.00	6,775.98	68203
202001059	Invoice	09/01/2020	GF-REROUTE POWER LINES CANNERY PARK...		0.00	6,775.98	
002604	UPSTATE CO/WELD CNTY BUSINESS RECOVERY PR		09/07/2020	Regular	0.00	28,885.12	68204
FTLCVRF-1	Invoice	09/01/2020	GF-CARES ACT ALLOCATION		0.00	28,885.12	
001149	UTILITY NOTIFICATION CENTER		09/07/2020	Regular	0.00	835.89	68205
220070530	Invoice	09/02/2020	UF-JUL20 LINE LOCATES-W LINES		0.00	400.81	
220080544	Invoice	09/02/2020	UF-AUG20 LINE LOCATES-W LINES		0.00	435.08	
001153	VALLEY FIRE EXTINGUISHER		09/07/2020	Regular	0.00	889.00	68206

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount	Number
142452	Invoice	08/28/2020	GF-ANNUAL FIRE EXTG MAINTENANCE-PARKS		0.00	62.00	
142453	Invoice	08/28/2020	GF-ANNUAL FIRE EXTG MAINTENANCE-FAC		0.00	216.00	
142506	Invoice	08/28/2020	CPR-ANNUAL FIRE EXTG MAINTENANCE-CO...		0.00	611.00	
001156	VERIZON WIRELESS SVCS LLC		09/07/2020	Regular	0.00	4,008.41	68207
9861629384	Invoice	09/02/2020	Verizon Bill		0.00	4,008.41	
001183	WAXIE SANITARY SUPPLY		09/07/2020	Regular	0.00	2,188.46	68208
79371037	Invoice	08/28/2020	GF-JANITORIAL SUPPLIES-FAC		0.00	205.68	
79407476	Invoice	08/28/2020	CPR-GLOVES-COM CTR		0.00	377.20	
79407500	Invoice	08/28/2020	GF-GLOVES-FAC		0.00	103.58	
79419675	Invoice	09/02/2020	REC-GYM WIPES, SUPPLIES		0.00	1,310.94	
79419676	Invoice	09/02/2020	CPR-TRASH LINERS-ATHL		0.00	55.00	
79423929	Invoice	09/02/2020	GF-PAPER TOILET SEAT DISPENSER-FAC		0.00	6.44	
79431051	Invoice	09/02/2020	GF-DUBLSOFT TOILET PAPER-PARKS		0.00	129.62	
001217	WOHNRADE CIVIL ENGINEERS INC		09/07/2020	Regular	0.00	5,981.67	68209
2029	Invoice	08/31/2020	GF- 9th Street Design- Streets		0.00	5,981.67	
001224	XCEL ENERGY-GAS		09/07/2020	Regular	0.00	335.59	68210
5320352370 AUG...	Invoice	09/02/2020	AUG20 GAS BILLS		0.00	239.53	
5320352381 AUG...	Invoice	09/02/2020	GF-AUG20 GAS BILL-FAC		0.00	96.06	
000031	ADAMSON POLICE PRODUCTS		09/14/2020	Regular	0.00	1,297.19	68211
INV332694	Invoice	09/09/2020	GF-TWILL CARGO PANTS, DUTY BELT, POLOS...		0.00	446.19	
INV333719	Invoice	09/08/2020	GF-NAME TAPES-CODE ENF		0.00	14.00	
INV333988	Invoice	09/09/2020	GF-VEST CARRIER, ID PATCH-PD		0.00	182.00	
INV334013	Invoice	09/09/2020	GF-VEST FLYINGHAWK-PD		0.00	655.00	
000108	AUSMUS LAW FIRM PC		09/14/2020	Regular	0.00	1,800.00	68212
6829	Invoice	09/09/2020	GF-AUG20 PROSECUTION SERVICES-COURT		0.00	1,800.00	
000120	BANK OF COLORADO		09/14/2020	Regular	0.00	219.69	68213
6682/7936 AUG20	Invoice	09/09/2020	JUL20 CNG FUEL PURCHASES		0.00	219.69	
000136	BG'S JAPANESE DESIGNS		09/14/2020	Regular	0.00	140.00	68214
6220	Invoice	09/08/2020	GF-EMBROIDERY SERVICES-PD		0.00	140.00	
000196	CARQUEST AUTO PARTS		09/14/2020	Regular	0.00	19.41	68215
2057-452898	Invoice	09/08/2020	CEM-GATOR PARTS		0.00	4.95	
2057-453481	Invoice	09/09/2020	CEM-LUBE FOR WALKER		0.00	14.46	
000247	CLIFTONLARSONALLEN LLP		09/14/2020	Regular	0.00	12,075.00	68216
2572471	Invoice	09/08/2020	GF-2019 AUDIT-FIN		0.00	12,075.00	
000267	COLONIAL LIFE		09/14/2020	Regular	0.00	105.96	68217
7816820-0901944	Invoice	09/09/2020	COLONIAL INSURANCE PAYABLE		0.00	105.96	
000306	COMCAST BUSINESS		09/14/2020	Regular	0.00	2,196.70	68218
107182462	Invoice	09/10/2020	Comcast Acct 930000301		0.00	2,196.70	
000307	COMCAST CABLE COMM, LLC		09/14/2020	Regular	0.00	388.70	68219
6460116038 AUG...	Invoice	09/08/2020	Comcast 0116038		0.00	217.92	
6460163725 AUG...	Invoice	09/08/2020	Comcast Acct 8497 60 646 0163725		0.00	170.78	
002611	COMPLETE AUTO GLASS		09/14/2020	Regular	0.00	545.00	68220
78970	Invoice	09/09/2020	GF-UNIT 2003 WINDSHIELD-PD		0.00	545.00	
001517	CORE&MAIN LP		09/14/2020	Regular	0.00	3,724.70	68221
M720409	Invoice	09/09/2020	UF-20X36 METER PIT-W LINES		0.00	525.00	
M827185	Invoice	09/09/2020	UF-COPPER TUBE, CURB BOX, 3/4 BALL-W LI...		0.00	2,918.30	
M869654	Invoice	09/09/2020	UF-3/4 BALL CURB BALL CORP-W LINES		0.00	281.40	
000326	COYOTE CREEK GOLF COURSE		09/14/2020	Regular	0.00	364.22	68222

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount / Payable Amount	Number
20226	Invoice	09/09/2020	GF-TRAPPERS DAY GIFT BAGS-LEGIS		0.00	364.22	
002612	DAVID MCTARSNEY		09/14/2020	Regular	0.00	200.00	68223
103	Invoice	09/09/2020	GF-CORNHOLE BOARD SET-TRAPPER DAYS		0.00	200.00	
000384	DESERT DIAMOND INDUSTRIES LLC		09/14/2020	Regular	0.00	395.00	68224
INV-003364	Invoice	09/09/2020	UF-CONCRETE BLADE		0.00	395.00	
000491	FORT LUPTON VETERINARY		09/14/2020	Regular	0.00	390.00	68226
667017	Invoice	09/09/2020	GF-AUG20 PET BOARDING SERVICES-COM S...		0.00	390.00	
000525	GEORGE T. SANDERS COMPANY		09/14/2020	Regular	0.00	18.52	68227
14814555-00	Invoice	09/09/2020	REC-CLOSET SPUD		0.00	18.52	
002222	GREELEY LOCK & KEY		09/14/2020	Regular	0.00	10,847.74	68228
5672	Invoice	09/09/2020	Doors Moved to Brivo System		0.00	10,847.74	
002008	INTERSTATE FORD LLP		09/14/2020	Regular	0.00	18.82	68229
105799	Invoice	09/09/2020	GF-LEVER FOR F250-FAC		0.00	18.82	
002180	JAMES ARTHUR MOORHEAD		09/14/2020	Regular	0.00	80.00	68230
90920	Invoice	09/09/2020	GF-RESTITUTION E0021517-1		0.00	80.00	
000698	L.G. EVERIST, INC		09/14/2020	Regular	0.00	220.20	68231
501121	Invoice	09/09/2020	UF-SQUEEGE		0.00	220.20	
002194	METROWEST NEWSPAPERS		09/14/2020	Regular	0.00	531.08	68232
202008 25401951	Invoice	09/09/2020	GF-AUG20 LEGAL NOTICES/PUBLICATIONS		0.00	531.08	
000861	NVAA		09/14/2020	Regular	0.00	318.00	68233
2020 FALL	Invoice	09/09/2020	CPR-NVAA VOLLEYBALL DUES-ATHL		0.00	318.00	
000862	O'REILLY AUTO PARTS		09/14/2020	Regular	0.00	550.38	68234
4489-228428	Invoice	09/09/2020	BATTERY/CORE CHARGE		0.00	112.35	
4489-231207	Invoice	09/09/2020	UF-AIR, OIL, A/T FILTERS, WTR SEP-W LINES		0.00	146.29	
4489-231212	Invoice	09/09/2020	MOTOR OIL		0.00	131.76	
4489-232666	Invoice	09/09/2020	GF-UPALLX80-PW SHOP		0.00	159.98	
000893	PETROCK FENDEL POZNANOVIC PC		09/14/2020	Regular	0.00	4,451.00	68235
31655	Invoice	09/09/2020	WSTX-AUG20 LEGAL FEES-WTP		0.00	4,451.00	
001643	PROCODE INC		09/14/2020	Regular	0.00	16,410.51	68236
1854	Invoice	09/09/2020	GF-AUG20 PERMITS/BLDG INSP FEES-BLDG I...		0.00	16,410.51	
000931	R & L TIRES		09/14/2020	Regular	0.00	12.00	68237
36874	Invoice	09/09/2020	GF-TIRE REPAIR-STREETS		0.00	12.00	
000935	RAQUEL FERSZT		09/14/2020	Regular	0.00	288.75	68238
892297	Invoice	09/09/2020	GF-TRANSLATOR SERVICES-COURT		0.00	50.00	
892298	Invoice	09/09/2020	GF-TRANSLATION SERVICES-COURT		0.00	238.75	
000990	SCIENTURFIC		09/14/2020	Regular	0.00	45.36	68239
T-120510	Invoice	09/09/2020	CEM-SOD PALLETS		0.00	45.36	
001721	SPRADLEY BARR FORD LINCOLN OF GREELEY INC		09/14/2020	Regular	0.00	18,979.00	68240
FGC51390	Invoice	09/10/2020	GF-2015 FORD SUV-CODE ENF		0.00	18,979.00	
001606	SUPER-TECH FILTERS		09/14/2020	Regular	0.00	442.47	68241
335780	Invoice	09/09/2020	GF-HVAC FILTERS		0.00	442.47	
002613	TRAINING,LEADERSHIP,&CHANGE MANAGEMENT		09/14/2020	Regular	0.00	300.00	68242
20-13D	Invoice	09/09/2020	GF-TRAINING UNIT MGMT-PD		0.00	300.00	
001126	TYLER TECHNOLOGIES		09/14/2020	Regular	0.00	960.00	68243
025-308326	Invoice	09/09/2020	GF-Topaz Signature Pads-COVID		0.00	960.00	
001137	UNITED POWER		09/14/2020	Regular	0.00	41,793.16	68244

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount / Payable Amount	Number
10553102 SEP20	Invoice	09/10/2020	United Power		0.00	22.35	
1195501 SEP20	Invoice	09/10/2020	United Power		0.00	1,906.15	
1195603 SEP2020	Invoice	09/10/2020	United Power		0.00	78.75	
1196401 SEP20	Invoice	09/10/2020	United Power		0.00	33.82	
1207701 SEP2020	Invoice	09/10/2020	United Power		0.00	21.05	
1223101 SEP2020	Invoice	09/10/2020	United Power		0.00	20.00	
1240301 SEP20	Invoice	09/10/2020	United Power		0.00	113.86	
1241801 SEP2020	Invoice	09/10/2020	United Power		0.00	316.29	
1241903 SEP2020	Invoice	09/10/2020	United Power		0.00	180.72	
1276101 SEP20	Invoice	09/10/2020	United Power		0.00	483.02	
1279801 SEP20	Invoice	09/10/2020	United Power		0.00	24.72	
1295501 SEP2020	Invoice	09/10/2020	United Power		0.00	85.45	
1296101 SEP20	Invoice	09/10/2020	United Power		0.00	768.96	
1299501 SEP2020	Invoice	09/10/2020	United Power		0.00	112.00	
1302801 SEP2020	Invoice	09/10/2020	United Power		0.00	2,071.32	
1302901 SEP20	Invoice	09/10/2020	United Power		0.00	69.08	
1316801 SEP20	Invoice	09/10/2020	United Power		0.00	1,669.70	
1322501 SEP2020	Invoice	09/10/2020	United Power		0.00	6,074.69	
1360303 SEP20	Invoice	09/10/2020	United Power		0.00	43.31	
13842400 SEP20	Invoice	09/10/2020	United Power		0.00	58.84	
14427100 SEP20	Invoice	09/10/2020	United Power		0.00	131.52	
15232500 SEP20	Invoice	09/10/2020	United Power		0.00	21.76	
17149700 SEP20	Invoice	09/10/2020	United Power		0.00	53.36	
17761600 SEP20	Invoice	09/10/2020	United Power		0.00	20.12	
17868800 SEP20	Invoice	09/10/2020	United Power		0.00	20.00	
18057500 SEP20	Invoice	09/10/2020	United Power		0.00	462.92	
18498400 SEP20	Invoice	09/10/2020	United Power		0.00	40.00	
18762100 SEP20	Invoice	09/10/2020	United Power		0.00	21.50	
19545100 SEP20	Invoice	09/10/2020	United Power		0.00	344.96	
20040100 SEP20	Invoice	09/10/2020	United Power		0.00	192.66	
3399301 SEP20	Invoice	09/10/2020	United Power		0.00	52.13	
6612303 SEP20	Invoice	09/10/2020	United Power		0.00	21.07	
6779701 SEP20	Invoice	09/10/2020	United Power		0.00	8,333.55	
704901 SEP20	Invoice	09/10/2020	United Power		0.00	8,391.76	
7225800 SEP20	Invoice	09/10/2020	United Power		0.00	21.00	
726705 SEP20	Invoice	09/10/2020	United Power		0.00	20.00	
7280200 SEP20	Invoice	09/10/2020	United Power		0.00	21.79	
733101 SEP2020	Invoice	09/10/2020	United Power		0.00	164.79	
762901 SEP20	Invoice	09/10/2020	United Power		0.00	1,994.26	
803908 SEP20	Invoice	09/10/2020	United Power		0.00	6,448.83	
8976200 SEP20	Invoice	09/10/2020	United Power		0.00	861.10	
001153	VALLEY FIRE EXTINGUISHER		09/14/2020	Regular	0.00	763.00	68246
142338	Invoice	09/09/2020	GF-ANNUAL FIRE EXGTINGUISHER SERVICE-...		0.00	763.00	
001174	WAGNER EQUIPMENT CO.		09/14/2020	Regular	0.00	368.60	68247
P00C2257097	Invoice	09/09/2020	GF-CUTTING EDGE-STREETS		0.00	368.60	
001963	WASTE CONNECTIONS OF COLO, INC		09/14/2020	Regular	0.00	662.24	68248
1187327 AUG20	Invoice	09/10/2020	Waste Connections		0.00	106.94	
1187330 AUG20	Invoice	09/10/2020	Waste Connections		0.00	276.68	
31174336 AUG20	Invoice	09/10/2020	Waste Connections		0.00	145.20	
31174339 AUG20	Invoice	09/10/2020	Waste Connections		0.00	48.53	
31174340 AUG20	Invoice	09/10/2020	Waste Connections		0.00	84.89	
001183	WAXIE SANITARY SUPPLY		09/14/2020	Regular	0.00	365.82	68249
79396244	Invoice	09/09/2020	REC-HAND SOAP		0.00	138.22	
79407491	Invoice	09/09/2020	CPR-GLOVES-COM CTR		0.00	182.94	
79422400	Invoice	09/09/2020	GF-DEODORIZER-FAC		0.00	44.66	
001208	WHITE BEAR ANKELE		09/14/2020	Regular	0.00	1,611.81	68250

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount / Payable Amount	Number
11928	Invoice	09/09/2020	GF-VINCENT VILLAGE METRO DIST LEGAL		0.00	1,611.81	
001212	WILLIAMS AND WEISS CONSULTING		09/14/2020	Regular	0.00	4,277.50	68251
1413	Invoice	09/09/2020	2020 Water Resource Plan & Decree Account..		0.00	4,277.50	
000119	BANK OF COLORADO		09/11/2020	Bank Draft	0.00	5,296.73	DFT0001371
INV0000865	Invoice	09/11/2020	HSA DISTRIBUTION		0.00	5,296.73	
000119	BANK OF COLORADO		09/11/2020	Bank Draft	0.00	575.54	DFT0001372
INV0000866	Invoice	09/11/2020	HSA DISTRIBUTION		0.00	575.54	
001416	VALIC_1		09/11/2020	Bank Draft	0.00	26,935.87	DFT0001373
INV0000867	Invoice	09/11/2020	VALIC - 457(b) $ Contributions		0.00	26,935.87	
001265	IRS		09/11/2020	Bank Draft	0.00	46,125.35	DFT0001374
INV0000868	Invoice	09/11/2020	Federal Withholding		0.00	46,125.35	
001418	CO DEPARTMENT OF REVENUE		09/11/2020	Bank Draft	0.00	7,320.42	DFT0001375
INV0000869	Invoice	09/11/2020	CO Withholding		0.00	7,320.42	
000309	COMDATA BUSINESSLINK		09/08/2020	Bank Draft	0.00	17,489.85	DFT0001376
AUG20 COMDATA	Invoice	09/08/2020	GF-AUG20 COMDATA WIRES		0.00	17,489.85	

Bank Code Pooled Cash Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	175	75	0.00	490,540.85
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	6	6	0.00	103,743.76
EFT's	0	0	0.00	0.00
	181	**81**	**0.00**	**594,284.61**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	243	110	0.00	535,344.39
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	-4,777.31
Bank Drafts	6	6	0.00	103,743.76
EFT's	0	0	0.00	0.00
	249	**117**	**0.00**	**634,310.84**

Fund Summary

Fund	Name	Period	Amount
600	GOLF ENTERPRISE FUND	9/2020	40,026.23
999	POOLED CASH/CONSOLIDATED CASH	9/2020	594,284.61
			634,310.84

RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
September 1, 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, September 1, 2020. Due to the COVID-19 virus, the meeting was held with remote 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, Councilmembers Shannon Rhoda, Chris Ceretto, Michael Sanchez, Tommy Holton and Bruce Fitzgerald.

Also present was City Administrator, Chris Cross, City Clerk, Mari Pena, City Attorney, Andy Ausmus, HR Director, Laura Howe, Planning Director Todd Hodges, Planner, Maria Lancto and Chief John Fryar.

The following staff participated by electronic communication (GoToMeeting): Assistant City Administrator, Glenda Arextuloeta, and Finance Director, Leann Perino.

PERSONS TO ADDRESS COUNCIL

There was no one to address the Council.

APPROVAL OF AGENDA

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

REVIEW OF ACCOUNTS PAYABLES

Council reviewed the September 1, 2020 payables; there were no questions or comments from the Mayor or Council.

CONSENT AGENDA

It was moved by Bruce Fitzgerald and seconded by Tommy Holton to approve the Consent Agenda with the following items: 08182020 City Council Meeting Minutes, 08252020 City Council Special Meeting Minutes, and Authorize Payment to the Northern Colorado Water Conservancy District for Southern Supply Water Project Operations and Maintenance for an Amount not to Exceed $37,475.95 (AM 2020-156). Motion passed unanimously on roll call vote.

ACTION AGENDA

AM 2020-153 Adopt an Ordinance Annexing to Annex Land Legally Described in Exhibit "A" to the Proposed Ordinance, Known as the Smith Annexation and Approving the Annexation Agreement

Mayor Stieber opened the public hearing at 7:01 p.m. and asked for a description of the project. The City Planner, Maria Lancto, stated that Richard Allen Smith and Deborah L. Smith, the Applicants, have submitted a request for annexation of land totaling 1.21 acres, more or less, known as the Smith Annexation. The Property is located north and adjacent to County Road 24 an approximately 0.71 miles east of County Road 19. The property is adjacent to City Limits along its southern boundary. The proposed initial zoning is to the 'A' Agricultural Zone District, which is being presented to City Council for approval under a separate Action Memorandum and Ordinance following the hearing on this Annexation.

The proposed use of the property is for the storage of commercial vehicles and equipment associated with St Vrain Companies, Inc. (St. Vrain Paving). This use is being reviewed under a special use permit concurrently with this annexation, and will be considered by City Council at a separate hearing. Additionally, the property currently contains an existing residence, utility building, storage container, boxcar, shed and silo on site. These items are expected to remain. All notification requirements have been met including posting, publications and mailings.

Kelsey Bruxvoort with Ag Professionals, stated that she is representing Richard and Deborah Smith who are requesting annexation with initial zoning to 'A' Agriculture and a special use permit for storage of vehicles and equipment associated with St. Vrain Paving. Ms. Bruxvoort provided a presentation including recently annexed parcels, site layout, residence and utility buildings. The property is located in a joint planning area of Fort Lupton and Platteville and subject to an intergovernmental agreement. She stated that County Road 24 is the dividing line of the growth areas between Fort Lupton and Platteville. The Town of Platteville's consent was required to annex into Fort Lupton.

She stated that the proposed special use permit is for the storage of vehicles and equipment associated with St. Vrain Paving, owned by Richard Smith, and is an asphalt paving company operating out of Berthoud. The site won't be used as an office or retail space. The vehicles to be stored include tandem trucks, dump trucks, skid steer loaders, sealcoat machines, water trucks, tow trailers, pick-up trucks with five (5) employees who access the site on a busy day to pick up or drop off equipment.

The parking and storage will primarily be behind the residence, and the gravel stock pile area behind the utility building with two storage containers. Existing trees will remain and five additional trees are proposed for screening from the roadway. The application meets the special use permit approval criteria.

Mayor Stieber asked if anyone from the public would like to speak for or against the proposal. Hearing none, Mayor Stieber closed the public hearing at 7:08 p.m.

It was moved by Chris Ceretto and seconded by Bruce Fitzgerald to adopt Ordinance 2020-1099 ANNEXING LAND LEGALLY DESCRIBED IN EXHIBIT “A” KNOWN AS THE SMITH ANNEXATION AND APPROVING THE ANNEXAITON AGREEMENT. Motion passed unanimously on roll call vote.

AM 2020-154 Adopt an Ordinance Initially Zoning Land Legally Described in Exhibit A of the Proposed Ordinance and Known as the Smith Initial Zoning to the 'A' Agricultural Zone District

Mayor Stieber opened the public hearing at 7:09 p.m. and asked for a description. The City Planer, Maria Lancto, stated that Richard Allen Smith and Deborah L. Smith, the applicants, have submitted a request for initial zoning of certain land identified in Exhibit A of the Ordinance to the ‘A’ Agricultural Zone District. The initial zoning is situated north and adjacent to County Road 24 an approximately 0.71 miles east of County Road 29. City Council has previously reviewed and considered an Ordinance to approve the annexation known as the Smith Annexation at a hearing on September 1, 2020. This request is to initially zone the property included within that Annexation.

This proposed initial zoning to the ‘A’ Agricultural Zone District conforms with the Agricultural and Rural Residential land use designation on the Future Land Use Map. Furthermore, similar land uses can be found nearby. The proposed use of the property is for storage of vehicles and equipment associated with St Vrain Paving. This use is being reviewed for a special use permit concurrently with this annexation, and will be considered by City Council at a separate hearing. Additionally, the property currently contains an existing residence, utility building, storage container, boxcar, shed and silo on site. These items are expected to remain.

Mayor Stieber asked if anyone from the public wished to speak for or against the proposal. Hearing none, Mayor Stieber closed the public hearing at 7:11 p.m.

It was moved by Tommy Holton and seconded by Chris Ceretto to adopt Ordinance 2020-1100 INITIALLY ZONING LAND KNOWN AS THE SMITH INITIAL ZONING, LEGALLY DESCRIBED IN EXHIBIT A, TO THE ‘A’ AGRICULTURAL ZONE DISTRICT. Motion passed unanimously on roll call vote.

AM 2020-155 Approve a Resolution for an Application for a Special Use Permit for the Storage of Vehicles and Equipment Known as the Smith Special Use Permit

Mayor Stieber opened the public hearing at 7:12 p.m. and asked for a description of the proposal. The City Planner Maria Lancto, stated that Richard Allen Smith and Deborah L. Smith (the “Applicants”) have submitted a request for a special use permit for the storage of vehicles and equipment for a property located north and adjacent to County Road 24 and approximately 0.71 miles east of County Road 29. The vehicles and equipment are associated with St. Vrain Companies, Inc. (St. Vrain Paving). The business operates out of Berthoud. An existing residence, utility building, storage container, boxcar, shed and silo are currently on site. These items are expected to remain.

The Property is located within the ‘A’ Agricultural Zone District, after approval of an initial zoning by City Council at a concurrent hearing, which does not list outdoor storage as a use by right and therefore requires a special use permit. The area is designated as Agricultural and Rural Residential on the Future Land Use Map; the request is appropriate for this area. Additional information on this application is included in the materials attached to this Action Memorandum.

Ms. Lancto indicated a change on item ‘j’ of the proposed resolution. The additional wording was based on comments from the fire district, “Employee parking and equipment storage spots should be clearly distinguished on the special use permit map. A 20-foot minimum fire lane shall be maintained and kept clear for emergency vehicles per the approved Special use Permit map.”

Mayor Stieber asked if anyone from the public wished to speak for or against the proposal. Hearing none, Mayor Stieber closed the public hearing at 7:13 p.m.

It was moved by Bruce Fitzgerald and seconded by Michael Sanchez to approve the amended Resolution 2020R065 A RESOLUTION FOR THE SPECIAL USE PERMIT FOR STORAGE OF VEHICLES AND EQUIPMENT, KNOWN AS THE SMITH SPECIAL USE PERMIT. Motion passed unanimously on roll call vote.

ACTION AGENDA

AM 2020-157 Approve Updated Employee Handbook, Employee Drug Policies and Remote Working Agreement for a Total Estimated Costs of $10,031.94 Per Year

The City’s Employee Handbook was issued on September 15, 2005. It has not been amended in a complete fashion since it was implemented. Many laws and employment practices have changed and an update has been warranted for some time.

Among the changes in the Employee Handbook, the City is changing leave accrual practices for Vacation and Sick Leave. These changes have cost associated with them, detailed in the Financial Considerations section.

A best employment practice is to have standalone policies and acknowledgements for drug and alcohol policies. There are separate policies for CDL and non-CDL holders. The City has also implemented Remote Working Guidelines in association with the policy in the Employee Handbook.

It was moved by Michael Sanchez and seconded by Bruce Fitzgerald to approve Resolution 2020-066 A RESOLUTION APPROVING THE AMENDMENT OF THE EMPLOYEE HANDBOOK PERSONNEL POLICIES CONTAINED IN THE EMPLOYEE HANDBOOK, THE DRUG AND ALCOHOL POLICY, THE DRUG AND ALCOHOL POLICY FOR CDL HOLDERS AND IMPLEMENT THE REMOTE WORKING GUIDELINES EFFECTIVE SEPTEMBER 19, 2020. Motion passed unanimously on roll call vote.

INFORMATION MEMORANDUM

IM 2020-003 A "Yes" Vote to the U.S. 85 Access Control Plan Amendment Request for Closure of Roadway Access Point WCR 78 and Modification of Hwy 85/O Street

The Colorado Department of Transportation (CDOT) has asked for a municipality vote on two separate amendments to the U.S. 85 Access Control Plan adopted in February 2000. The proposed amendments are for intersection improvements or closure of the following County or City roadway access points onto Highway 85: US85/O Street improvements and WCR 78 closure. There are maps and images attached to this Information Memorandum for your reference. The proposed amendment will align the U.S. 85 Access Control Plan with the visioning of the 85 PEL document (accepted by City Council on June 21, 2017), and ongoing Union Pacific corridor agreement.

A “no response” vote to these amendments is considered a “no” vote, and a 2/3rds majority is required for the amendment to pass. Fort Lupton’s decision on the amendment must be submitted to CDOT by email within thirty days of the August 14, 2020.

STAFF

MAYOR/COUNCIL REPORTS

There were no reports from the Mayor or Council.

FUTURE CITY EVENTS

September 8th	Town Hall Meeting, 130 S. McKinley Ave. 6:30 p.m.
September 11-12th	Trapper Days – No Parade
September 15th	City Council Meeting, 130 S. McKinley Ave. 7:00 p.m.
September 21st	Shred Day at City Hall, 130 S. McKinley Ave. 8:00 a.m. – 10 a.m.
September 29th	Town Hall Meeting, 130 S. McKinley Ave. 6:30 p.m.

ADJOURNMENT

Mayor Stieber adjourned the meeting at 7:15 p.m.

Respectfully Submitted,

____
Maricela Peña, City Clerk

Approved by City Council

____
Zo Stieber, Mayor

CITY OF FORT LUPTON
CITY COUNCIL

CITY OF Fort Lupton EST 1836

Zo Stieber, Mayor

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

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

AM 2020-158

AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT FOR THE PURCHASE OF WINDY GAP FIRMING UNITS FROM LONGMONT FOR $74,607.72 FUNDED FROM THE WATER SALES TAX FUND AND PETITION TO THE SUBDISTRICT OF NORTHERN COLORADO WATER CONSERVATION DISTRICT FOR 87 WINDY GAP FIRMING UNITS

I. **Agenda Date:** Council Meeting – September 15, 2020

II. **Attachments:** a. Agreement with Longmont.

III. **Summary Statement:**

Longmont owns 8,000 acre feet of storage capacity in the Windy Gap Firming Project ("WGFP"), a water storage project being developed by the Windy Gap Firming Project Water Activity Enterprise ("WGF Enterprise") for storing water produced by the Windy Gap Project, the water diversion and storage project operated by the Municipal Sub district pursuant to various agreements with participants, including the Windy Gap Reservoir, pumping plant, pipeline, water rights and associated works. They are reducing by 87 acre feet, and desire to transfer that capacity to Fort Lupton with an agreement to sale and purchase.

IV. **Submitted by:** ______________________ City Administrator

V. **Finance Reviewed** Lorena 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:

Longmont owns 8,000 acre feet of storage capacity in the Windy Gap Firming Project ("WGFP"), a water storage project being developed by the Windy Gap Firming Project Water Activity Enterprise ("WGF Enterprise") for storing water produced by the Windy Gap Project, the water diversion and storage project operated by the Municipal Sub district pursuant to various agreements with participants, including the Windy Gap Reservoir, pumping plant, pipeline, water rights and associated works. They are reducing by 87 acre feet, and desire to transfer that capacity to Fort Lupton with an agreement to sale and purchase.

This will add to the future viability of the water used in the system for Fort Lupton. The new total of firming allotment for Fort Lupton would be 1190 acre feet in the firming project. To comply with the rules and regulations of the Municipal Sub district of the Northern Colorado Water Conservation District, their board is required to order the transfer of the 87 Windy Gap firming units from Longmont to the City of Fort Lupton. In the agreement is the sample petition letter that will be sent to make the request.

Council previously approved an allotment contract with the Windy Gap Firming Project Enterprise for use of 1103 acre feet of storage in the Windy Gap Firming Project. If this purchase is approved, staff will bring back an amended allotment contract for 1190 acre feet of storage.

X. Legal/Political Considerations:

Rick Fendel has been involved during the writing of this agreement and approves of its final form.

XI. Alternatives/Options:

- *Proceed with this purchase agreement*
- *Do nothing*

XII. Financial Considerations:

This is not a budgeted item and will require a supplemental budget resolution in the water sales tax fund

XIII. Staff Recommendation:

Staff recommends authorization by the Mayor of the agreement with Longmont to purchase 87 units of Windy Gap Firming for a total of $74,607.72.

Future cost comes from paying an increased share of construction costs, 1.32% of the project v. 1.22% past the initial purchase price of the project.

AGREEMENT FOR SALE AND PURCHASE OF WINDY GAP FIRMING PROJECT STORAGE CAPACITY CITY OF FORT LUPTON, COLORADO

THIS AGREEMENT ("Agreement") is made and entered into this ____________ day of __________________, 2020 by and between the City of Fort Lupton, a home rule municipal corporation acting By and Through its Utility Enterprise ("Fort Lupton"), whose address is 130 South McKinley Avenue, Fort Lupton, Colorado 80621, and the City of Longmont, a home rule municipal corporation acting By and Through its Water Utility Enterprise, whose address is 1100 South Sherman Street, Longmont, Colorado 80501 ("Longmont"). Fort Lupton and Longmont are both political subdivisions of the State of Colorado and may be referred to collectively as the "Parties."

RECITALS

A. Fort Lupton and Longmont are included within the boundaries of the Northern Colorado Water Conservancy District ("Northern Water") and within the boundaries of Northern Water's Municipal Subdistrict ("Municipal Subdistrict").

B. Longmont has subscribed for 8,000 acre feet of storage capacity in the Windy Gap Firming Project ("WGFP"), a water storage project being developed by the Windy Gap Firming Project Water Activity Enterprise ("WGFP Enterprise") for storing water produced by the Windy Gap Project, the water diversion and storage project operated by the Municipal Subdistrict pursuant to various agreements with participants, including the Windy Gap Reservoir, pumping plant, pipeline, water rights and associated works.

C. Due to financial considerations, Longmont has determined to reduce its subscription for storage capacity in the Windy Gap Firming Project by 87 acre feet, and desires to transfer such capacity to Fort Lupton on the terms and conditions set forth herein.

AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the promises and covenants contained herein, the Parties agree as follows:

1. <u>Conveyance of Storage Capacity</u>. Longmont hereby assigns and conveys to Fort Lupton all of its subscription and interest in and to the eventual construction and use of 87 acre feet of storage capacity in the Windy Gap Firming Project that it currently holds ("Storage Capacity"). This conveyance includes all rights existing as of the date of this Agreement and all future rights, privileges, credits, and benefits attributable to said Storage Capacity, as well as Longmont's prorated share attributable to the Storage Capacity of all of Longmont's interests in all amounts, monies, proceeds, funds, and assets held or owned by or for the benefit of the WGFP Enterprise or the Municipal Subdistrict, including but not limited to capital assets of the Windy Gap Firming Project, surplus construction funds for the Windy Gap Firming Project and any other funds established by the WGFP Enterprise or Municipal Subdistrict, and all of the

WGFP Enterprise's or Municipal Subdistrict's allocation and rights in the Windy Gap Firming Project associated with the Storage Capacity. The assignment and conveyance of the Storage Capacity shall be effective as of the date the WGFP Enterprise approves the transfer and change of allotment storage capacity as provided for in Paragraph 3 of this Agreement.

2. **Payment of Costs Associated with Storage Capacity.** For and in consideration of the assignment and conveyance of the Storage Capacity, Fort Lupton shall, on or before January 15, 2021, remit the sum of $ 74,607.72 to Longmont as reimbursement of Longmont's participation expenses in the Windy Gap Firming Project related to the Storage Capacity (the "Participation Reimbursement Amount"). In addition, commencing on the date this Agreement is executed, Fort Lupton shall pay any additional pro-rata share of costs or assessments that Northern Water, the Municipal Subdistrict or the WGFP Enterprise may require Windy Gap Firming Project participants to pay in association with said Storage Capacity.

3. **WGFP Enterprise Approval Contingency**. The transfer of Storage Capacity and the Parties' obligations hereunder are expressly contingent upon the approval of the transfer and change in the Parties' respective allotted storage capacities in the WGFP by the WGFP Enterprise Board of Directors. The Parties agree to complete, execute, and submit to the WGFP Enterprise a petition for approval for transfer and change of allotment storage capacity for Storage Capacity to be transferred hereunder. If the WGFP Enterprise denies the submitted petition, the Parties shall in good faith seek to remedy any deficiencies and request approval from the WGFP Enterprise at the next meeting of its Board of Directors. However, if despite the Parties' good faith efforts the contingency is not satisfied as of December 31, 2020, then this contingency shall be deemed unfulfilled, this Agreement shall terminate and be of no further force or effect, and Longmont shall return to Fort Lupton all funds tendered, if any, under Paragraph 2 herein.

4. **Petition to WGFP Enterprise**. Within five (5) days of the execution of this Agreement, the Parties shall jointly petition the WGFP Enterprise for approval of the assignment and conveyance of the Storage Capacity hereunder by transmitting a petition in the form attached hereto as Exhibit A.

5. **Further Assurances**. The Parties shall take all reasonable actions which may be necessary to effect the assignment and conveyance of the Storage Capacity to Fort Lupton and to facilitate the transactions contemplated hereunder.

6. **Warranty to Title**. Longmont expressly represents and warrants that, as of the date of this Agreement, the title to the Storage Capacity shall be free and clear of all encumbrances.

7. **Transfer Fees**. Fort Lupton shall pay all transfer fees or other costs charged by the Municipal Subdistrict, Northern Water or the WGFP Enterprise, if any, associated with the assignment and conveyance of the Storage Capacity to Fort Lupton.

8. **Default/Disputes.** In the event that either party defaults in making or performing any obligation provided for in this Agreement, the non-defaulting party shall give written notice of the default by mailing or delivering same to the defaulting party. If the default is not cured within thirty (30) days after delivering or mailing the notice, then the non-defaulting party shall have the right to pursue any remedies available under this Agreement and Colorado law including, but not limited to, specific performance. The Parties expressly waive the right to a trial by jury in any action to interpret or enforce the terms of this Agreement, and it is agreed that the prevailing party in such action shall be entitled to an award of its reasonable costs and attorney's fees in addition to any other relief that may be awarded.

9. **Notice.** Any notice required hereunder shall be in writing and:

(a) Delivered by personal service to the person or persons whose rights, remedies, or obligations are sought to be affected; or

(b) Mailed by prepaid United States certified mail, return receipt requested, addressed to the respective and appropriate party as follows:

To Fort Lupton:	City of Fort Lupton c/o Leann Perino, Finance Director 130 S. McKinley Ave. Fort Lupton, CO 80621
with copy to:	Matthew Poznanovic Petrock Fendel Poznanovic, P.C. 700 17th Street, Suite 1800 Denver, CO 80202
To Longmont:	City of Longmont c/o Ken Huson, Water Resources Manager 1100 S. Sherman Street Longmont, CO 80501
with copy to:	City Attorney's Office City of Longmont 408 Third Avenue Longmont, CO 80501

Any party, by notice properly given to the others, may change its address to which notice may be mailed.

10. **Entire Agreement.** This Agreement contains the entire agreement between the Parties and supersedes and replaces any prior agreements or understandings between the Parties concerning the subject matter herein. The Parties expressly represent and warrant that they have not relied upon any statement, representation, or promise made by any party or the agent of any party concerning the subject matter of this Agreement that is not set forth herein.

11. **Modifications.** This Agreement may be modified, amended, changed, or terminated, in whole or in part, only by an agreement in writing duly authorized and executed by the parties.

12. **<u>Governing Law</u>.** This Agreement shall be governed and construed in accordance with the laws of the State of Colorado.

13. **<u>Governmental Immunity</u>.** The parties understand and agree that the monetary limitations and all other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq*., as amended from time to time, may apply to actions arising from or related to this Agreement. This Agreement in no way constitutes a waiver for either party or their rights, immunities, and other protections provided for by law.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year first written above.

CITY OF LONGMONT, COLORADO
a municipal corporation

____
MAYOR

ATTEST:

CITY CLERK	DATE

APPROVED AS TO FORM:

ASSISTANT CITY ATTORNEY	DATE
PROOFREAD	DATE

APPROVED AS TO FORM AND SUBSTANCE:

DEPUTY CITY MANAGER	DATE

CA File: 20-000710

CITY OF FORT LUPTON, COLORADO
a municipal corporation

By: ________________________________
ZO STIEBER, MAYOR

ATTEST:

________________________________ ________________________________
MARI PENA, CITY CLERK DATE

APPROVED AS TO FORM:

________________________________ ________________________________
CITY ATTORNEY DATE

Exhibit A

__________________, 2020

Windy Gap Firming Project Water Activity Enterprise
Board of Directors
c/o Bradley D. Wind, Secretary
220 Water Avenue
Berthoud, CO 80513

Re: Petition for Approval of Assignment and Conveyance of Allocation of Storage Capacity in Windy Gap Firming Project

Dear Mr. Wind:

This letter summarizes the agreement to transfer to the City of Fort Lupton Utility Enterprise ("Fort Lupton") an amount of subscribed storage capacity in the Windy Gap Firming Project that is currently allocated to the City of Longmont ("Longmont") based on Longmont's desired participation level in the project of 8,000 acre feet.

Longmont has agreed to assign and convey 87 acre feet of Longmont's subscribed storage capacity in the Windy Gap Firming Project to Fort Lupton ("Storage Capacity"), and Fort Lupton has agreed to accept and will be responsible for any additional pro-rata share of costs or assessments that Northern Water, the Municipal Subdistrict, or the Windy Gap Firming Project Water Activity Enterprise may require Windy Gap Firming Project Participants to pay in association with said Storage Capacity. The parties have executed a formal document setting forth the terms of this conveyance and assignment, and Longmont has agreed to the assignment of the Storage Capacity as outlined in the attached Agreement for Sale and Purchase Agreement of Windy Gap Firming Project Storage Capacity.

By this letter, Longmont and Fort Lupton formally petition the WGFP Enterprise for approval of the transfer and reassignment from Longmont to Fort Lupton of 87 acre feet of capacity in the Windy Gap Firming Project.

Sincerely,

CITY OF LONGMONT

By: ________________________________
Ken Huson, Water Resources Manager

CITY OF FORT LUPTON

By: ________________________________
Chris Cross, City Administrator

CITY OF FORT LUPTON
CITY COUNCIL

CITY OF Fort Lupton EST 1836
COME PAINT YOUR FUTURE WITH US

Zo Stieber, Mayor

Shannon Rhoda, Ward 1	David Crespin, Ward 1
Chris Ceretto, Ward 2	Tommy Holton, Ward 2
Michael Sanchez, Ward 3	Bruce Fitzgerald, Ward 3

AM 2020-159

APPROVE PAYMENT THE 2021 COLORADO BIG THOMPSON (CBT) ASSESSMENT FROM THE UTILITY FUND FOR AN AMOUNT NOT TO EXCEED $148,832

I. **Agenda Date:** Council Meeting – September 15, 2020

II. **Attachments:** a. Northern Colorado Water Conservancy District Statement

III. **Summary Statement:**

The CBT annual assessment of $148,832 for the 2021 water year, is due October 1, 2020 to Northern Colorado Water Conservancy District.

IV. **Submitted by:** Leann Perino
Leann Perino

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

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

VII. **Attorney Reviewed** ________ Approved ________ Pending Approval

VIII. **Certification of Council Approval:** ______________________ City Clerk ________ Date

IX. Detail of Issue/Request:

The CBT annual assessment of $148,832 for the 2021 water year, is due October 1, 2020 to Northern Colorado Water Conservancy District.

The charges are made up of 2 pieces a 2020 water year assessment of 50 acre-feet assessed at the 2020 rate of $46.50 per acre-foot and a 2021 water year assessment of 3,065 acre-feet at the 2021 assessment rate of $47.80 per acre-foot.

Water Year	Units (acre-foot)	Rate	Assessment
2020	50	$ 46.50	$ 2,325.00
2021	3,065	$ 48.80	$ 146,507.00
Total			$ 148,832.00

For Comparison our 2020 Assessment were as follows

Water Year	Units (acre-foot)	Rate	Assessment
2019	50	$ 45.20	$ 2,260.00
2020	3,065	$ 46.50	$ 142,522.50
Total			$ 144,782.50

X. Legal/Political Considerations:

Payment of the assessment is a required by our water allotment contact with Northern Colorado Water Conservancy District.

XI. Alternatives/Options:

None

XII. Financial Considerations:

The 2020 assessment of $2,325 will be charged in the current year's budget in the Utility fund. A total of $175,000 is budgeted for CBT assessment, Fulton Ditch assessment, and CBT carry over. There is $20,294 remaining to pay for the $2,325.

The 2021 assessment will be accrued in 2020 and expenses against the 2021 budget at the beginning of the year.

XIII. Staff Recommendation:

Approve payment of the CBT assessment for an amount not to exceed $148,832 in the Utility Fund.

Northern Water
Northern Colorado Water Conservancy District
220 Water Avenue • Berthoud, Colorado 80513
800-369-7246 • www.northernwater.org

August 28, 2020

Cross Chris
Assistant City Administrator
City of Fort Lupton
130 S McKinley Ave
Fort Lupton, CO 80621--134

STATEMENT

Paragraph 4 of your Class B water allotment contract with the Northern Colorado Water Conservancy District provides for payment of assessment charges on 50 acre-foot units of Colorado-Big Thompson Project water as follows:

2020 Water Year: 50 AFUs @ $46.50 = $2,325.00

Paragraph 4 of your Section 131 water allotment contract with the Northern Colorado Water Conservancy District provides for payment of assessment charges on 3,065 acre-foot units of Colorado-Big Thompson Project water as follows:

2021 Water Year: 3,065 AFUs @ $47.80 = $146,507.00

Total Due $148,832.00

Payment is due on or before October 1, 2020. If you have any questions regarding this statement, please contact Sherri Rasmussen at (970) 622-2217.

Please return lower portion with your payment.

- -

Class "B" assessment for: **City of Fort Lupton – ID 1730**

Please make payment to: **NORTHERN WATER**

Amount Due: **$148,832.00**

Due Date: **October 1, 2020**

Amount Enclosed: ___________

NORTHERN WATER
PO BOX 913208
DENVER, CO 80291-3208

CITY OF FORT LUPTON
CITY COUNCIL

Zo Stieber, Mayor

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

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

CITY OF
Fort Lupton
EST 1836
COME PAINT YOUR FUTURE WITH US

AM 2020 -160

ACCEPTING THE 2021 PROPERTY/CASUALTY PRELIMINARY CONTRIBUTION QUOTATION FROM CIRSA ESTIMATED AT $301,230.01

I. **Agenda Date:** Council Meeting – September 15, 2020

II. **Attachments:** a. 2021 Property/Casualty Preliminary Contribution Quotation.

III. **Summary Statement:**

CIRSA annually submits an estimated billing for City's Property/Casualty Insurance coverage. The estimate for the 2021 fiscal year is $301,230.01. This will be billed on January 1, 2021.

IV. **Submited by:** Leann Perino
Finance Director

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

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

VII. **Attorney Reviewed** Approved Pending Approval

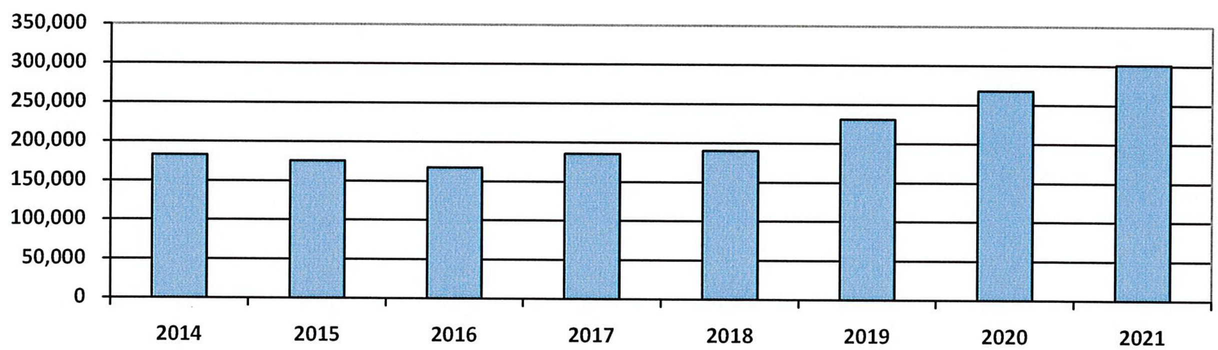
VIII. **Certification of Council Approval:**
City Clerk Date

IX. Detail of Issue/Request:

Based on the performance of the City during the year, we are provided a preliminary billing by CIRSA for our Property/Casualty Insurance coverage for the following year. The City will not be billed for this payment until after January 1, 2020.

As a result of the City's claims history, premium contributions have changed over time as follows (it should be noted that "legal" expenses incurred by CIRSA to represent the City are also included in the claims costs):

2014	$ 182,823	2018	$ 190,464
2015	$ 175,430	2019	$ 231,152
2016	$ 167,640	2020	$ 267,758
2017	$ 185,936	*2021	$ 301,230



*(*Denotes the preliminary/estimated cost of contribution. This may increase due to actual costs at the end of the year).*

The increase is mainly due to the City's loss experience which has increased our 2021 quote $27,193.36. The increase due to new equipment purchases was $6,279.

X. Legal/Political Considerations:

The City must carry Property/Casualty coverage for its properties and vehicles as required by law.

XI. Alternatives/Options:

None

XII. Financial Considerations:

The estimate from CIRSA will be included in the 2021 budget.

XIII. Staff Recommendation:

Accept the 2021 Property/Casualty Preliminary Contribution Quotation from CIRSA estimated at $301,230.01.

August 31, 2020

Leann Perino, Finance Director
City of Fort Lupton
130 South McKinley
Fort Lupton, CO 80621

RE: 2021 Property/Casualty Preliminary Contribution Quotation

Dear Leann:

Enclosed is the preliminary quotation for your 2021 contribution to the CIRSA Property/Casualty Pool.

As we have previously advised you, the excess/reinsurance market continues to be unfavorable in Colorado and elsewhere. Your quotation reflects these unfavorable conditions.

The legal climate confronting law enforcement has continued to hit municipalities in Colorado and elsewhere, affecting the liability market. Law enforcement claims in Colorado and elsewhere, as well as the recent legislation affecting liability exposures, have dramatically increased the cost of liability coverage for 2021. Reinsurers are concerned about public officials' liability claims as well. We are hearing of instances where insurers are leaving the public entity market altogether.

On the property side, wind and hail losses this year have been less than recent years. However, Colorado continues to be classified as a "cat" state, one where catastrophic losses are likely. The property market continues to raise deductibles and dramatically increase the cost of insurance.

The COVID-19 pandemic has resulted in stricter communicable disease exclusions becoming universal in property policies. And, although we have not seen any significant COVID-19-related liability claims among our membership, we can expect that reinsurers will include communicable disease exclusions in liability policies as well.

In summary, whether individually insured or as part of a pool, municipalities and other insurance consumers are all facing a hard market for property and liability insurance. A significant portion of your 2021 quotation reflects these conditions.

Despite these market conditions, CIRSA remains committed to keeping each member's cost of risk as low as possible. One of the benefits of pooling is that those members with substantial member equity will experience less of an impact from these rate increases than newer members, who have less equity in the pool.

Whether you are a long-time or newer member, now is a good time to look at your chosen property and liability deductibles. Many of our members have greatly expanded their budgets and operating expenditures over the past several years, but have not increased their chosen deductibles accordingly. We can run a deductible analysis for you and help you identify additional deductible options that are more in line with your financial capacity.

Of course, being a member of a pool offers you significant benefits that are not available elsewhere. CIRSA will continue to offer you the very best in risk management services specifically tailored to your needs. Please see the attached brochure for a summary of those services.

The attached quotation sheet provides a preliminary quotation. Final invoices, e-mailed on January 1, 2021, will be adjusted for any changes made to your 2021 renewal application. Moreover, quoted contributions may also change if CIRSA membership changes significantly for 2021 and/or actual excess insurance premiums are not adequately funded by the budget established within your rate.

The attached quotation sheet provides information on your 2021 contribution, the amount of any Loss Control Credits available to your entity, and optional payment plans. In addition, a general description of the types and monetary limits of the proposed coverages to be provided to 2021 CIRSA Property/Casualty members is attached.

The acceptance form must be completed and returned to CIRSA by ***Thursday, October 1, 2020***. When completing your form, please make sure to:

- Initial next to your entity's desired deductible option for 2021
- Write the amount of any available Loss Control Credits you wish to use in the appropriate section of the *Loss Control Credits* table on the quotation sheet
- Indicate which payment option you would like for 2021 on the quotation sheet
- Return the signature page signed by an authorized signer

Please note that if you have requested quotations for any of the Optional Coverage Programs including Equipment Breakdown, Excess Crime, Excess Cyber (Data Privacy and Network Security), Community Service Workers' Accident Medical Plan, Sports Accident Medical Plan, Occupational Accidental Death and Dismemberment Plan, Volunteer Accident Medical Plan, No-Fault Water Line Rupture and/or Sewer Back-Up coverage, Property Damage Caused by Member's Operation of Mobile Equipment coverage, or Detainee Medical coverage, they are not included in this mailing. The majority of the carriers that provide coverage for each program are unable to provide quotes until later this year. We anticipate that quotations for these optional coverages will be mailed to members in October.

If you have any questions about your renewal quote, please don't hesitate to contact us. Courtney Fagan, Strategy and Member Engagement Manager, is available to offer any further explanation of your quote that you may require. Courtney can be reached at (720) 728-1304 or courtneyf@cirsa.org. We are also available to give presentations to your governing body upon request.

Thank you for the opportunity to serve you. We look forward to continuing our relationship with you in 2021.

Sincerely,

Tami A. Tanoue
Executive Director

enc.

CIRSA

CIRSA Property/Casualty Pool

Preliminary 2021 Contribution Quotation

City of Fort Lupton

Current Deductibles:

Liability	Auto Liability	Auto Physical Damage	Property
$1,000	$1,000	$1,000	$1,000

Description	Amount
Contribution Before Reserve and Loss Experience	$274,036.65
Reserve Refund Contribution	$0.00
Impact of Loss Experience	$27,193.36
Total 2021 Preliminary Quotation before Credits	**$301,230.01**

To Renew with Current Deductibles

Initial Here: _________________

Loss Control Credits

Description	Amount	Credit Options – You must write in the amount that you wish to use. Amount may be split between available options.		
		Credit PC Contribution	Deposit/Leave in Account	Send Check
2020 Loss Control Audit Credit	($0.00)			
Balance Remaining from Prior Years' LC Credits	($0.00)			
Total Preliminary Quotation at Current Deductible with all Available Credits	**$301,230.01**			

Alternative Deductibles

Liability	Auto Liability	Auto Physical Damage	Property	Revised Quote (Before Credits)	To Accept New Deductible Option – Initial Here (Choose Only one)

***Contact Linda Black, CFO at (720) 605-5440 or** lindab@cirsa.org **if you are interested in other options.**

Billing Options (Please indicate which option you choose)

☐ **Annual Billing on January 1, 2021**

☐ **Quarterly Billing January 1, April 1, July 1, and October 1, 2021**

This preliminary quotation includes all exposures reported on your entity's 2021 Property/Casualty Renewal Application and any Application Amendment Requests received by CIRSA before August 14, 2020.

* Regarding the Liability Deductible shown on page 1, a $500 deductible quotation is offered to members, if requested, for general liability. However, police professional and public officials errors and omissions deductibles cannot go below $1,000.

** Regarding the Property Deductible shown on page 1, an additional property deductible will apply separately to each location in a National Flood Insurance Program (NFIP) Zone A if total building and contents values at that location are in excess of $1,000,000. The deductible will be the maximum limit of coverage which could have been purchased through NFIP, whether it is purchased or not.

Based upon the selections made in your 2021 Property/Casualty Renewal Application, the City of Fort Lupton has elected to participate in Uninsured/Underinsured Motorist Coverage.

If this is incorrect, or you wish to change your selection at this time, please contact your Underwriting Representative at (800) 228-7136 or (303) 757-5475.

The undersigned is authorized to accept this preliminary quotation on behalf of the City of Fort Lupton.

We accept this preliminary quotation for January 1, 2021 to January 1, 2022. We understand our final invoice may increase or decrease depending upon the number of CIRSA Property/Casualty members for 2021, actual excess insurance premiums, and any changes made to our 2021 renewal application.

Signature:____ Date:_______________________

Title:____

Signature must be that of the Mayor, Manager, Clerk or equivalent (such as President of a Special District.)

Both pages of this form must be returned by Thursday, October 1, 2020. A mailed, faxed or e-mailed copy is acceptable. Please return to:

Monique Ferguson, Underwriting Administrative Assistant
3665 Cherry Creek North Drive
Denver, CO 80209
Fax: (303) 757-8950 or (800) 850-8950
E-Mail: MoniqueF@cirsa.org

PROPOSED 2021 PROPERTY/CASUALTY COVERAGES

The types and monetary limits of the proposed coverages to be provided to CIRSA Property/Casualty members for the coverage period of January 1, 2021 to January 1, 2022 are generally described below. The scope, terms, conditions, and limitations of the coverages are governed by the applicable excess and/or reinsurance policies, the CIRSA Bylaws and Intergovernmental Agreement, and other applicable documents.

I. TYPES OF COVERAGES (subject to the limit on CIRSA's liability as described in Section II below):

A. Property coverage (including auto physical damage and public relations expense and privacy breach expense)
B. Liability coverage:
   1. General liability
   2. Automobile liability
   3. Law enforcement liability
   4. Public officials errors and omissions liability
   5. Cyber (security and privacy breach liability)
C. Crime coverage (including employee dishonesty and theft of money and securities)

II. CIRSA RETENTIONS, LOSS FUNDS, AGGREGATE LIMITS, AND MEMBER DEDUCTIBLES:

For the coverages described in Section I, CIRSA is liable only for payment of the applicable self-insured retentions and only to a total annual aggregate amount for CIRSA members as a whole of the amount of the applicable CIRSA loss fund for the coverage period. There is no aggregate excess coverage over any loss fund.

Coverages in excess of CIRSA's self-insured retentions are provided only by the applicable excess insurers and/or reinsurers in applicable excess and/or reinsurance policies, and shall be payable only by those excess insurers and/or reinsurers. The limits of coverage provided by the excess insurers and/or reinsurers for the coverage period shall be described in the coverage documents issued to the members. Aggregate and other limits shall apply as provided in said documents.

A. CIRSA PROPOSED SELF-INSURED RETENTIONS FOR THE COVERAGE PERIOD:

1. $1,000,000 per claim/occurrence property*
2. $100,000 per claim/annual aggregate public relations expense and privacy breach expense
3. $1,000,000 per claim/occurrence liability
4. $1,000,000 each and every claim public officials liability
5. $500,000 per claim/annual aggregate cyber (security and privacy breach liability)
6. $150,000 per claim/occurrence crime

*Subject further to CIRSA retention of first $5,000,000 each and every hail/wind loss and/or occurrence

B. CIRSA Loss Fund Amounts for the Coverage Period:

Loss fund amounts are as adopted or amended from time to time by the CIRSA Board of Directors based on the members in the Property/Casualty Pool for the year and investment earnings on those amounts. Information on the current loss fund amounts is available from CIRSA's Finance Department.

C. Proposed Excess Insurance Limits for the Coverage Period:

1.	Excess property:	to $500 million each claim/occurrence
2.	Excess liability:	to $10 million each claim/occurrence; $5 million excess auto liability; $10 million annual aggregate for public officials errors and omission liability
3.	Excess crime (optional):	to $5 million per claim/occurrence

D. Member Deductibles:

A member-selected deductible shall apply to each of the member's claims/occurrences. Payment of the deductible reduces the amount otherwise payable under the applicable CIRSA retention. Allocated loss adjustment expenses are included in the member deductible.

EXPLANATION OF CREDITS AVAILABLE AND ACCEPTANCE OR WITHDRAW PROCEDURES

LOSS CONTROL AUDIT SCORE CREDIT

CIRSA members who received a Loss Control Audit Score of 80 or higher in 2020, and renew their membership in 2021, are eligible for a Loss Control Audit Score Credit. This credit is offered to all members that take an active role in preventing or reducing their losses by complying with the CIRSA Loss Control Standards.

If you did not receive a credit for 2021 and would like to receive one in future years, please contact your Loss Control Representative.

LOSS CONTROL CREDIT ACCOUNT

The CIRSA Board of Directors has approved your use of any balance in the Loss Control Credit Account, except any Special Credit monies, to pay 2021 contributions. Your entity's balance in this account on August 25, 2020, if any, is shown on the quote letter.

ACCEPTANCE PROCEDURES

Please complete the enclosed acceptance form indicating your decision for 2021 and return it to the CIRSA office ***on or before Thursday, October 1, 2020.*** **Failure to return the form in time may result in the imposition of penalties under CIRSA Bylaw Article XIV upon withdrawal**.

WITHDRAWAL PROCEDURES (*if applicable)*

The enclosed Article XIV of the CIRSA Bylaws describes withdrawal procedures from CIRSA. **Written notice of withdrawal must be received by CIRSA *no later than Thursday, October 1, 2020*, for a withdrawal without penalty effective January 1, 2021.** No withdrawing member shall be eligible for the above-described credits.

Article XIV should be read in its entirety for any penalties which would otherwise apply. Withdrawing members who subsequently apply to rejoin CIRSA may be subject to such terms and conditions as established by the CIRSA Board of Directors.

WITHDRAWAL NOTICE

MUST BE RECEIVED AT THE CIRSA OFFICE
ON OR BEFORE THURSDAY, OCTOBER 1, 2020

Sign and return this form if your entity has decided to **withdraw** from CIRSA effective January 1, 2021. Under CIRSA Bylaws, this form must be received by CIRSA ***no later than Thursday, October 1, 2020****,* for withdrawal without penalty effective January 1, 2021.

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NOTICE OF WITHDRAWAL FROM CIRSA

This is to notify the CIRSA Board of Directors that the City of Fort Lupton is withdrawing from CIRSA for purposes of Property/Casualty coverage effective January 1, 2021. We understand the City of Fort Lupton remains obligated and will be billed for any amounts due CIRSA pursuant to the Bylaws and the policies established by CIRSA.

The undersigned is authorized to provide this notice of withdrawal on behalf of the City of Fort Lupton.

Signature must be that of the Mayor, Manager, Clerk, or equivalent (such as President of a Special District.)

Signature: ____

Title: ____

Date: ____

CIRSA BYLAWS
ARTICLE XIV

Withdrawal from Membership

(1) Any member may withdraw from CIRSA by giving prior notice in writing to the Board of Directors of the prospective effective date of its withdrawal.

(2) If the effective date of a member's withdrawal is a date other than January 1, the withdrawing member shall not be entitled to receive any refund of contributions made for administrative costs for the claim year of withdrawal. The withdrawing member shall be entitled to receive within forty-five (45) days after the effective date of withdrawal, a proportionate return of its contribution to any loss fund.

(3) If the effective date of a member's withdrawal is January 1 but the member's written notice of withdrawal is received by CIRSA more than thirty (30) days after the date on which CIRSA mailed a preliminary quotation of the contribution to be assessed the member for the year beginning on that January 1, the withdrawing member shall be obligated to pay its share of CIRSA's administrative costs for the year beginning on that January 1. However, if the preliminary quotation is mailed by CIRSA prior to September 1, members shall not be obligated for future claim year administrative costs if the member's written notice of withdrawal is received by CIRSA on or before the October 1 preceding the January 1 renewal date.

(4) The members may, by a two-thirds (2/3) vote of the members present at a meeting, adopt or amend a policy establishing additional conditions applicable to members which withdraw.

CITY OF FORT LUPTON
CITY COUNCIL

CITY OF Fort Lupton EST 1836

Zo Stieber, Mayor

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

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

AM 2020-163

APPROVE A RESOLUTION TO ACCEPT A CONTRACT FOR THE FORT LUPTON PUBLIC & SCHOOL LIBRARY TO ENGAGE KRISTEL ACRE & ABIGAIL RENNER OF RE/MAX NEXUS AS REAL ESTATE BROKER FOR BUYER.

I. **Agenda Date:** Council Meeting – September 15, 2020

II. **Attachments:** a. Contract Agreement – RE/Max Nexus.

III. **Summary Statement:**

Approval of a new contract with RE/Max Nexus for Kristel Acre and Abigail Renner to serve as Broker for Buyer to assist with Library site selection and purchase.

IV. **Submitted by:** ______________________
Library Director

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

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

VII. **Attorney Reviewed** ✓ Approved ______ Pending Approval

VIII. **Certification of Council Approval:** ______________________ City Clerk ______ Date

IX. Detail of Issue/Request:

In 2018 the Fort Lupton Public & School Library board voted to move forward with building a separate facility to serve as the public library. The City Council approved the library's decision to move forward with a new facility and hire an Owner's Representative (approved agreement AM 2018-147). The library would continue to run and maintain the high school library in the current facility. A decision has not yet been made as to the location of the new building. There are several possible locations.

The library's Owner's Representative, Dan Spykstra, recommended we hire a realtor who could provide additional information related to land options and which location would best suit the library's needs. This information would also assist the creation of a feasibility study that would give us a better estimate of the total cost of a new facility. A realtor would also handle the land purchase negotiations.

The city posted an RFQ to solicit Realtors. Two companies responded, and their proposals were subsequently reviewed by a team that consisted of the Library Director, Sarah Frank, the library's Owner's Representative, Dan Spykstra, and the Public Works Director, Roy Vestal. Based on the credentials and the proposals Kristel Acre & Abigail Renner of RE/MAX Nexus were chosen as the preferred candidate. The library board voted to hire Kristel Acre during a board meeting on February 21, 2019 and to renew her contract during a board meeting on June 18, 2020. The previous contract had expired. The only change in the new contract is the listing period which begins 8/27/20 and ends 8/27/21.

Funding for the land purchase is in the 2020 Fort Lupton Public & School Library budget.

X. Legal/Political Considerations:

We need land to build an additional facility which will assist the library in adhering to the legal demands of both a school library and a public library.

XI. Alternatives/Options:

The City Council has three options:
A) Approve the contract to hire Kristel Acre & Abigail Renner of RE/MAX Nexus.
B) Reject the contract
C) Delay action on the contract to gather more information.

XII. Financial Considerations:

The library is not requesting any funds from the city and expects to fully fund the purchase of land, including the realty commissions, from mil levy revenues. The library budgeted $568,000 this year for land purchase.

XIII. Staff Recommendation:

Staff recommends approving the contract for a Realtor to represent the library as a Buyer's Agent to enable the library to move forward with evaluating and purchasing land for our building project.

RE/MAX Nexus
11409 Business Park Circle, Ste 200 Firestone, CO 80504
Kristel E. Acre
Ph: 303-845-2373
Fax: 720-247-9228

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (BC60-6-19) (Mandatory 1-20)

THIS IS A BINDING CONTRACT. THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

Compensation charged by brokerage firms is not set by law. Such charges are established by each real estate brokerage firm.

DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE BUYER AGENCY, SELLER AGENCY, OR TRANSACTION-BROKERAGE.

EXCLUSIVE RIGHT-TO-BUY LISTING CONTRACT

☒ **BUYER AGENCY** ☐ **TRANSACTION-BROKERAGE**

Date: ***8/27/2020***

1. AGREEMENT. Buyer and Brokerage Firm enter into this exclusive, irrevocable contract (Buyer Listing Contract) and agree to its provisions. Broker, on behalf of Brokerage Firm, agrees to provide brokerage services to Buyer. Brokerage Firm will receive compensation as set forth in this Buyer Listing Contract.

2. BROKER AND BROKERAGE FIRM.

☒ **2.1. Multiple-Person Firm.** If this box is checked, "Broker" (as defined below) is the individual designated by Brokerage Firm to serve as the broker of Buyer and to perform the services for Buyer required by this Buyer Listing Contract. If more than one individual is so designated, then references in this Buyer Listing Contract to Broker includes all persons so designated, including substitute or additional brokers. The brokerage relationship exists only with Broker and does not extend to the employing broker, Brokerage Firm or to any other brokers employed or engaged by Brokerage Firm who are not so designated.

☐ **2.2. One-Person Firm.** If this box is checked, Broker (as defined below) is a brokerage firm with only one licensed person. References in this Buyer Listing Contract to Broker or Brokerage Firm mean both the licensed person and brokerage firm, who serve as the Broker of Buyer and perform the services for Buyer required by this Buyer Listing Contract.

3. DEFINED TERMS.

3.1. Buyer: ***Fort Lupton Public and School Library, City of Fort Lupton*** and any other person or entity on whose behalf the named party acts, directly or indirectly, to Purchase the Property.

3.2. Brokerage Firm: ***RE/MAX Nexus***

3.3. Broker: ***Kristel E. Acre, Abigail Renner***

3.4. Property. Property means real estate which substantially meets the following requirements or is acceptable to Buyer:
vacant land suitable for the new Fort Lupton Public and School Library

Buyer(s) Initials ___________________________________

3.5. Purchase; Lease.

3.5.1. A "Purchase" of Property means the acquisition of any interest in the Property or the creation of the right to acquire any interest in the Property, including a contract or lease. It also includes an agreement to acquire any ownership interest in an entity that owns the Property.

☐ **3.5.2.** If this box is checked, Buyer authorizes Broker to negotiate a lease of the Property. Lease of the Property or Lease means any agreement between a landlord and the Buyer to create a tenancy or leasehold interest in the Property.

3.6. Listing Period. The Listing Period of this Buyer Listing Contract begins on ***8/27/2020*** , and continues through the earlier of (1) completion of the Purchase of the Property or Lease of the Property or (2) ***8/27/2021*** , and any written extensions (Listing Period). Broker will continue to assist in the completion of any purchase or lease for which compensation is payable to Brokerage Firm under § 7 of this Buyer Listing Contract.

3.7. Applicability of Terms. A check or similar mark in a box means that such provision is applicable. The abbreviation "N/A" or the word "Deleted" means not applicable. The abbreviation "MEC" (mutual execution of this contract) means the date upon which both parties have signed this Buyer Listing Contract.

3.8. Day; Computation of Period of Days, Deadline.

3.8.1. Day. As used in this Buyer Listing Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings as applicable).

3.8.2. Computation of Period of Days, Deadline. In computing a period of days, when the ending date is not specified, e.g., three days after MEC, the first day is excluded and the last day is included. If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline ☒ **Will** ☐ **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

4. BROKERAGE RELATIONSHIP.

4.1. If the Buyer Agency box at the top of page 1 is checked, Broker represents Buyer as Buyer's limited agent (Buyer's Agent). If the Transaction-Brokerage box at the top of page 1 is checked, Broker acts as a Transaction-Broker.

4.2. In-Company Transaction – Different Brokers. When the seller and Buyer in a transaction are working with different brokers within the Brokerage Firm, those brokers continue to conduct themselves consistent with the brokerage relationships they have established. Buyer acknowledges that Brokerage Firm is allowed to offer and pay compensation to brokers within Brokerage Firm working with a seller.

4.3. In-Company Transaction – One Broker. If the seller and Buyer are both working with the same Broker, Broker will function as:

4.3.1. Buyer's Agent. If the Buyer Agency box at the top of page 1 is checked, the parties agree the following applies:

4.3.1.1. Buyer Agency Unless Brokerage Relationship with Both. Broker represents Buyer as Buyer's Agent and must treat the seller as a customer. A customer is a party to a transaction with whom Broker has no brokerage relationship. However, if Broker delivers to Buyer a written Change of Status that Broker has a brokerage relationship with the seller then Broker is working with both Buyer and seller as a Transaction Broker. If the box in § 4.3.1.2 (**Buyer Agency Only**) is checked, § 4.3.1.2 (**Buyer Agency Only**) applies instead.

☐ **4.3.1.2. Buyer Agency Only.** If this box is checked, Broker represents Buyer as Buyer's Agent and must treat the seller as a customer. Broker must disclose to such customer Broker's relationship with Buyer.

4.3.2. Transaction-Broker. If the Transaction-Brokerage box at the top of page 1 is checked, or in the event neither box is checked, Broker must work with Buyer as a Transaction-Broker. A Transaction-Broker must perform the duties described in § 5 and facilitate purchase transactions without being an advocate or agent for either party. If the seller and Buyer are working with the same Broker, Broker must continue to function as a Transaction-Broker.

5. BROKERAGE DUTIES. Brokerage Firm, acting through Broker, as either a Transaction-Broker or a Buyer's Agent, must perform the following **Uniform Duties** when working with Buyer:

5.1. Broker must exercise reasonable skill and care for Buyer, including but not limited to the following:

5.1.1. Performing the terms of any written or oral agreement with Buyer;

5.1.2. Presenting all offers to and from Buyer in a timely manner regardless of whether Buyer is already a party to a contract for the Purchase of Property;

5.1.3. Disclosing to Buyer adverse material facts actually known by Broker;

5.1.4. Advising Buyer regarding the transaction and advising Buyer to obtain expert advice as to material matters about which Broker knows but the specifics of which are beyond the expertise of Broker;

5.1.5. Accounting in a timely manner for all money and property received; and

5.1.6. Keeping Buyer fully informed regarding the transaction.

5.2. Broker must not disclose the following information without the informed consent of Buyer:

5.2.1. That Buyer is willing to pay more than the purchase price offered for the Property;

5.2.2. What Buyer's motivating factors are;

5.2.3. That Buyer will agree to financing terms other than those offered; or

5.2.4. Any material information about Buyer unless disclosure is required by law or failure to disclose such information would constitute fraud or dishonest dealing.

5.3. Buyer consents to Broker's disclosure of Buyer's confidential information to the supervising broker or designee for the purpose of proper supervision, provided such supervising broker or designee does not further disclose such information without consent of Buyer, or use such information to the detriment of Buyer.

5.4. Broker may show properties in which Buyer is interested to other prospective buyers without breaching any duty or obligation to Buyer. Broker is not prohibited from showing competing buyers the same property and from assisting competing buyers in attempting to purchase a particular property.

5.5. Broker is not obligated to seek other properties while Buyer is already a party to a contract for the Purchase of Property.

5.6. Broker has no duty to conduct an independent inspection of the Property for the benefit of Buyer and has no duty to independently verify the accuracy or completeness of statements made by a seller or independent inspectors. Broker has no duty to conduct an independent investigation of Buyer's financial condition or to verify the accuracy or completeness of any statement made by Buyer.

5.7. Broker must disclose to any prospective seller all adverse material facts actually known by Broker, including but not limited to adverse material facts concerning Buyer's financial ability to perform the terms of the transaction and whether Buyer intends to occupy the Property as a principal residence.

5.8. Buyer understands that Buyer is not liable for Broker's acts or omissions that have not been approved, directed, or ratified by Buyer.

Buyer(s) Initials ____________________________________

6. ADDITIONAL DUTIES OF BUYER'S AGENT. If the Buyer Agency box at the top of page 1 is checked, Broker is Buyer's Agent, with the following additional duties:

6.1. Promoting the interests of Buyer with the utmost good faith, loyalty and fidelity;

6.2. Seeking a price and terms that are acceptable to Buyer; and

6.3. Counseling Buyer as to any material benefits or risks of a transaction that are actually known by Broker.

7. COMPENSATION TO BROKERAGE FIRM. In consideration of the services to be performed by Broker, Brokerage Firm will be paid as set forth in this section, with no discount or allowance for any efforts made by Buyer or any other person. Unless otherwise agreed to in writing, Brokerage Firm is entitled to receive additional compensation, bonuses, and incentives paid by listing brokerage firm or seller. Broker will inform Buyer of the fee to be paid to Brokerage Firm and, if there is a written agreement, Broker will supply a copy to Buyer, upon written request of Buyer.

7.1. Brokerage Firm's Fee – Purchase.

Check Compensation Arrangement:

☒ **7.1.1. Success Fee.** Brokerage Firm will be paid as follows:

7.1.1.1. Amount. A fee equal to ***at least 3***% of the purchase price, but not less than $, except as provided in § 7.1.1.2.

7.1.1.2. Adjusted Amount. ☐ **See § 21 (Additional Provisions) or** ☐ **Other**

7.1.1.3. When Earned; When Payable – Purchase. The Success Fee is earned by Brokerage Firm upon the Purchase of Property and is payable upon closing of the transaction. If any transaction fails to close as a result of the seller's default, with no fault on the part of Buyer, the Success Fee will be waived. If any transaction fails to close as a result of Buyer's default, in whole or in part, the Success Fee will not be waived; such fee is payable upon Buyer's default, but not later than the date that the closing of the transaction was to have occurred.

☐ **7.1.2. Hourly Fee.** Brokerage Firm will be paid $ per hour for time spent by Broker pursuant to this Buyer Listing Contract, up to a maximum total fee of $. This hourly fee is payable to Brokerage Firm upon receipt of an invoice from Brokerage Firm.

☐ **7.1.3. Retainer Fee.** Buyer will pay Brokerage Firm a nonrefundable retainer fee of $ due and payable upon signing of this Buyer Listing Contract. This amount ☐ **Will** ☐ **Will Not** be credited against other fees payable to Brokerage Firm under this section.

☐ **7.1.4. Other Compensation.**
In the event the Buyer selects a property that offers a success fee that is less than 3.0%, then Buyer is obligated to pay the difference. Buyer will be informed of this circumstance in writing prior to making an offer on the property.

7.2. Brokerage Firm's Fee – Lease. If the box in § 3.5.2 is checked, Brokerage Firm will be paid a fee as follows, less any amounts paid by the listing brokerage firm or landlord:

7.2.1. Amount. $ per square , or , except as provided in § 7.2.2.

7.2.2. Adjusted Amount. ☐ **See § 21 (Additional Provisions) or** ☐ **Other** .

7.2.3. Other. .

7.2.4. When Earned; When Payable – Lease. This Lease fee is earned upon the mutual execution of the Lease. One-half of this Lease fee is payable upon mutual execution of the Lease and one-half upon possession of the premises by tenant or as follows: . If the Lease, executed after the date of this Buyer Listing Contract, contains an option to extend or renew, or if Buyer expands into additional space within the building or complex where the Property is located, Brokerage Firm ☐ **Will** ☐ **Will Not** be paid a fee upon exercise of such extension or renewal option or expansion. If Brokerage Firm is to be paid a fee for such extension, renewal or expansion, the amount of such fee and its payment are as follows:

.

7.3. Who Will Pay Brokerage Firm's Success Fee.

☒ **7.3.1. Listing Brokerage Firm or Seller May Pay. Buyer IS Obligated to Pay.** Broker is authorized and instructed to request payment of Brokerage Firm's Success Fee from the listing brokerage firm or seller. Buyer is obligated to pay any portion of Brokerage Firm's Success Fee which is not paid by the listing brokerage firm or seller.

☐ **7.3.2. Buyer Will Pay.** Buyer is obligated to pay Brokerage Firm's Success Fee. Brokerage Firm is NOT entitled to receive additional compensation, bonuses or incentives from listing brokerage firm, seller or any other source.

☐ **7.3.3. Listing Brokerage Firm or Seller May Pay. Buyer is NOT Obligated to Pay.** Broker is authorized to obtain payment of Brokerage Firm's Success Fee from the listing brokerage firm or seller. Provided Buyer has fulfilled Buyer's obligations in this Buyer Listing Contract, Buyer is not obligated to pay Brokerage Firm's Success Fee.
If no box is checked above, then § 7.3.3 (**Buyer is NOT Obligated to Pay**) will apply.

7.4. Holdover Period. Brokerage Firm's Success Fee applies to Property contracted for (or leased if § 3.5.2 is checked) during the Listing Period of this Buyer Listing Contract or any extensions and also applies to Property contracted for or leased within ***180*** calendar days after the Listing Period expires (Holdover Period) (1) if the Property is one on which Broker negotiated and (2) if Broker submitted its address or other description in writing to Buyer during the Listing Period (Submitted Property). Provided, however, Buyer ☒ **Will** ☐ **Will Not** owe the Brokerage Firm's Success Fee under §§ 7.1, 7.2, 7.3.1 and 7.3.2 as indicated, if a commission is earned by another brokerage firm acting pursuant to an exclusive agreement with Buyer entered into during the Holdover Period, and a Purchase or Lease of the Submitted Property is consummated. If no box is checked in this § 7.4, then Buyer does not owe the Brokerage Firm's Success Fee to Brokerage Firm.

8. LIMITATION ON THIRD-PARTY COMPENSATION. Neither Broker nor Brokerage Firm, except as set forth in § 7, will accept compensation from any other person or entity in connection with the Property without the written consent of Buyer. Additionally, neither Broker nor Brokerage Firm is permitted to assess and receive mark-ups or other compensation for services performed by any third party or affiliated business entity unless Buyer signs a separate written consent for such services.

9. BUYER'S OBLIGATIONS TO BROKER. Buyer agrees to conduct all negotiations for the Property only through Broker, and to refer to Broker all communications received in any form from brokers, prospective sellers, or any other source during the Term of this Buyer Listing Contract. Buyer represents that Buyer ☐ **Is** ☒ **Is Not** currently a party to any agreement with any other broker to represent or assist Buyer in the location or Purchase of Property. Buyer further represents that Buyer ☐ **Has** ☐ **Has Not** received a list of any "Submitted Property" pursuant to a previous listing agreement to purchase Property with any other broker.

10. RIGHT OF PARTIES TO CANCEL.

10.1. Right of Buyer to Cancel. In the event Broker defaults under this Buyer Listing Contract, Buyer has the right to cancel this Buyer Listing Contract, including all rights of Brokerage Firm to any compensation if the Buyer Agency box at the top of page 1 is checked. Examples of a Broker breach include, but are not limited to (1) abandonment of Buyer, (2) failure to fulfill all material obligations of Broker and (3) failure to fulfill all material Uniform Duties (§ 5) or, if the Buyer Agency box at the top of page 1 is checked, the failure

Buyer(s) Initials ___________________________________

to fulfill all material Additional Duties of Buyer's Agent (§ 6). Any rights of Buyer that accrued prior to cancellation will survive such cancellation.

10.2. Right of Broker to Cancel. Brokerage Firm may cancel this Buyer Listing Contract upon written notice to Buyer if Buyer fails to reasonably cooperate with Broker or Buyer defaults under this Buyer Listing Contract. Any rights of Brokerage Firm that accrued prior to cancellation will survive such cancellation.

11. COST OF SERVICES OR PRODUCTS OBTAINED FROM OUTSIDE SOURCES. Broker will not obtain or order products or services from outside sources unless Buyer has agreed to pay for them promptly when due (e.g., surveys, radon tests, soil tests, title reports, engineering studies, property inspections). Neither Broker nor Brokerage Firm is obligated to advance funds for Buyer. Buyer must reimburse Brokerage Firm for payments made by Brokerage Firm for such products or services authorized by Buyer.

12. BROKERAGE SERVICES; SHOWING PROPERTIES.

12.1. Brokerage Services. The following additional tasks will be performed by Broker:
none

12.2. Showing Properties. Buyer acknowledges that Broker has explained the possible methods used by listing brokers and sellers to show properties, and the limitations (if any) on Buyer and Broker being able to access properties due to such methods. Broker's limitations on accessing properties are as follows:
when no trespassing signs are posted or permission to enter the property by the property owner is not given.
Broker, through Brokerage Firm, has access to the following multiple listing services and property information services:
IRES, Metrolist, Loopnet and CoStar.

13. DISCLOSURE OF BUYER'S IDENTITY. Broker ☐ **Does** ☒ **Does Not** have Buyer's permission to disclose Buyer's identity to third parties without prior written consent of Buyer.

14. DISCLOSURE OF SETTLEMENT SERVICE COSTS. Buyer acknowledges that costs, quality, and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

15. WIRE AND OTHER FRAUDS. Wire and other frauds occur in real estate transactions. Any time Buyer is supplying confidential information such as social security numbers or bank account numbers, Buyer should provide the information in person or in another secure manner.

16. REMOVAL OF MARKETING MATERIAL. Buyer acknowledges that marketing material used by the seller and the seller's broker (e.g.: videos, photos, etc.) may be difficult, if not impossible, to remove from syndicators and the Internet and releases Broker from any liability for Broker's inability to remove the information.

17. NONDISCRIMINATION. The parties agree not to discriminate unlawfully against any prospective seller because of their inclusion in a "protected class" as defined by federal, state or local law. "Protected classes" include, but are not limited to, race, creed, color, sex, sexual orientation, gender identity, marital status, familial status, physical or mental disability, handicap, religion, national origin, or ancestry of such person.

18. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this document, Buyer acknowledges that Broker has advised that this document has important legal consequences and has

Buyer(s) Initials ___________________________________

recommended consultation with legal and tax or other counsel before signing this Buyer Listing Contract.

19. MEDIATION. If a dispute arises relating to this Buyer Listing Contract, prior to or after closing, and is not resolved, the parties must first proceed in good faith to submit the matter to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree, in writing, before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, will terminate in the event the entire dispute is not resolved within 30 calendar days of the date written notice requesting mediation is delivered by one party to the other at the other party's last known address.

20. ATTORNEY FEES. In the event of any arbitration or litigation relating to this Buyer Listing Contract, the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney and legal fees.

21. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the Colorado Real Estate Commission.)

A. Broker`s regular business hours are Monday-Friday 9am to 6pm, Saturday and Sunday by appointment. Communications outside of regular business hours will be returned on the next business day unless urgent. Deadlines on Sundays will be extended to the next regular business day that is not a holiday.

B. WARNING: due to wire fraud, title companies will not accept or give out wiring instructions via email. You will need to call the title company for wiring instructions in advance of closing.

C. All Buyers are advised to order an ILC or Survey unless the Seller provides an existing one and there have been no substantial changes to the property since the prior ILC or Survey was completed.

D. All Buyers are advised that property owners may have active security cameras and recording devices in/on their property.

22. ATTACHMENTS. The following are a part of this Buyer Listing Contract:

23. NOTICE, DELIVERY AND CHOICE OF LAW.

23.1. Physical Delivery and Notice. Any document or notice to Brokerage Firm or Buyer must be in writing, except as provided in § 23.2 and is effective when physically received by such party, or any individual named in this Buyer Listing Contract to receive documents or notices for such party.

23.2. Electronic Notice. As an alternative to physical delivery, any notice, may be delivered in electronic form to Brokerage Firm or Buyer, or any individual named in this Buyer Listing Contract to receive documents or notices for such party at the electronic address of the recipient by facsimile, email or .

23.3. Electronic Delivery. Electronic Delivery of documents and notice may be delivered by: (1) email at the email address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

23.4. Choice of Law. This Buyer Listing Contract and all disputes arising hereunder are governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado

Buyer(s) Initials ___________________________________

residents who sign a contract in Colorado for real property located in Colorado.

24. MODIFICATION OF THIS CONTRACT. No subsequent modification of any of the terms of this Buyer Listing Contract is valid, binding upon the parties, or enforceable unless in writing and signed by the parties.

25. COUNTERPARTS. This Buyer Listing Contract may be executed by each of the parties, separately, and when so executed by all the parties, such copies taken together are deemed to be a full and complete contract between the parties.

26. ENTIRE AGREEMENT. This agreement constitutes the entire contract between the parties and any prior agreements, whether oral or written, have been merged and integrated into this Buyer Listing Contract.

27. COPY OF CONTRACT. Buyer acknowledges receipt of a copy of this Buyer Listing Contract signed by Broker, including all attachments.

28. MEGAN'S LAW. If the presence of a registered sex offender is a matter of concern to Buyer, Buyer understands that Buyer must contact local law enforcement officials regarding obtaining such information.

Brokerage Firm authorizes Broker to execute this Buyer Listing Contract on behalf of Brokerage Firm.

____ Date: ____________

Buyer: ***Fort Lupton Public and School Library, City of Fort Lupton***
By: Zo Stieber, Mayor

____ Date: ***8/27/2020***

Broker: ***Kristel E. Acre***
Brokerage Firm's Name: ***RE/MAX Nexus***
Address: ***11409 Business Park Circle, Ste 200 Firestone, CO 80504***
Ph: ***303-845-2373*** Fax: ***720-247-9228*** Electronic Address: ***kacre@remax.net***

____ Date: ***8/28/2020***

Broker: ***Abigail Renner***
Brokerage Firms Name: ***RE/MAX Nexus***
Address: ***11409 Business Park Cr, Ste 200 Firestone, CO 80504***
Ph: ***970-295-4760*** Fax: Email: ***arenner@nexusforsale.com***

CITY OF FORT LUPTON
CITY COUNCIL

Zo Stieber, Mayor

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

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

AM 2020-164

MOVING A PART TIME GOLF COURSE MAINTNENACE POISTION TO FULL TIME IRRIGATION TECHNICIAN

I. **Agenda Date:** Council Meeting – September 15, 2020

II. **Attachments:**

III. **Summary Statement:**

Coyote Creek Golf Course is seeking to move a Part Time Maintenance Worker position to Full Time as an Irrigation Technician.

IV. **Submitted by:** ______________________
Tyler Tarpley

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

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

VII. **Attorney Reviewed** ______ Approved ______ Pending Approval

VIII. **Certification of Council Approval:** ______________________ City Clerk ______ Date

IX. Detail of Issue/Request:

We have an excellent existing part time employee that would be a great fit as an Irrigation Technician. Since he is part time and the golf season is coming to an end, we will most likely lose this employee to another job over the winter. The golf course only has 2 employees that are qualified to oversee the irrigation at the golf course. Adding an additional employee and training him to be the expert in irrigation will help the golf course deliver a better product to the golfers. That position could also help other departments within the City with their irrigation needs.

This move would not increase the number of personnel on the maintenance team. This position would replace one of the existing part time positions.

X. Legal/Political Considerations:

N/A

XI. Alternatives/Options:

Do not add an additional FT position to the maintenance team at Coyote Creek Golf Course.

XII. Financial Considerations:

The addition of a full time Irrigation Technician with benefits will result in an increase of $9,629 in 2020 and $32,520 in 2021 in salary and benefits to the payroll budget for the golf course.

During the COVID shut down in March and April, the golf course brought on season staff later than usual. The savings from the slow start should allow the 2020 Golf Course Maintenance Department budget room to absorb the $9,629 increase without requiring a supplemental budget adjustment.

XIII. Staff Recommendation:

Staff recommends approving the move of a part time positon on the maintenance team to a full time Irrigation Technician.

CITY OF FORT LUPTON
CITY COUNCIL

AM 2020-161

APPROVE RESOLUTION 2020RXXX APPROVING SERVICE PLAN FOR VINCENT VILLAGE METROPOLITAN DISTRICT AND APPROVE INTERGOVERNMENTAL AGREEMENT WITH DISTRICT

I. **Agenda Date:** Council Meeting – September 15, 2020

II. **Attachments:**

a. Executive Summary of Proposed Service Plan
b. Service Plan for Vincent Village Metropolitan District
c. Intergovernmental Agreement with Vincent Village Metropolitan District
d. Affidavit of Publication for Public Hearing and Certificate of Mailing of Notice of Public Hearing
e. Resolution 2020Rxxx Approving Service Plan and Intergovernmental Agreement

III. **Summary Statement:**

Vincent Village, LLC, the applicants for the Vincent Village Metropolitan District (the “District”), has submitted a Service Plan (the “Service Plan”) pursuant to the City’s Special District Policy contained in Chapter 19 of the Code. The Service Plan meets the criteria of and complies with the requirements set forth in the City’s Special District Policy.

IV. **Submitted by:** ______________________
Jennifer Gruber Tanaka,Esq.

V. **Finance Reviewed** ______________________
Finance Director

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

VII. **Attorney Reviewed** ____**X** Approved ____ Pending Approval

---

VIII. **Certification of Council Approval:** ______________________ City Clerk ________ Date

IX. Detail of Issue/Request:

The purpose of approving the service plan is to authorize the District to provide for planning, design, acquisition, construction, installation, relocation, redevelopment, and financing of the Public Improvements required for development of the Vincent Village PUD. Please refer to the Service Plan Exhibit D for more details on the public improvements that may be funded by the District.

Future development will be required to complete additional filings, improvements agreements, and/or site plans prior to construction. Each phase of development will still require public hearings and final review and approval by City Council.

The City's Special District Policy and Title 32 require a public hearing before City Council and published and actual notice of the hearing. The District published notice of the hearing in the *Fort Lupton News Press* on August 19, 2020 and mailed notice as required by the City's Special District Policy and Title 32.

Legal counsel for the District will be present at the hearing to answer questions on the Service Plan and to request approval of the Service Plan and IGA.

X. Legal/Political Considerations:

The Service Plan and the Intergovernmental Agreement each comply with the City's Special District Policy set forth in Chapter 19. The City Council has the ability to approve, disapprove or conditionally approve the request.

XI. Alternatives/Options:

1.) Adopt Resolution 2020RXXX.
2.) Do not adopt Resolution 2020RXXX.
3.) Adopt Resolution 2020RXXX with additional conditions.
4.) Continue Resolution 2020RXXX to the next Council meeting.

XII. Financial Considerations:

None.

XIII. Staff Recommendation:

Staff seeks recommendation.

Executive Summary of Proposed Service Plan
for the
Vincent Village Metropolitan District

Applicant:	Vincent Village, LLC
General Location:	North East corner of State Hwy 52 and Rollie Avenue
Type of Development:	Commercial – 56,187 square feet
Number of Districts:	Single
Total Acreage:	12.351 acres
Submittal Date:	August 10, 2020
Hearing Date:	September 15, 2020
Publication of Hearing:	*Ft. Lupton Press*; August 19, 2020
Mailing of Notices:	Mailed by Applicant pursuant to Colorado law
Recommendation:	Submittal complies with City Code. Recommend Approval Without Conditions

The following is an executive summary of the key terms of the proposed Service Plan and is not intended to be an all-inclusive analysis of City Code requirements or proposed terms.

CITY CODE REQUIREMENT	CODE CITATION	PROPOSED SERVICE PLAN
A description of the facilities proposed to be provided by the district	Chapter 19-5(c)(1)b	Section V; Exhibit D (Capital Improvements Plan). Streets, water, sanitary and storm sewer, park and recreation and traffic controls. Covenant enforcement and design review.
Financial Plan	Chapter 19-5(c)(1)c	Section VI; Exhibit F (Financial Plan)
Debt Limit: amount projected and authorized in the financing plan, plus 20%.	Chapter 19-5(c)(1)c.1	$3,200,000 (under 120% cap which would be $3,708,000) Planned issuances in 2022 and 2032
Mill Levy Limitations	Chapter 19-5(c)(1)c.4	Section VI.C & I
"Maximum Debt Mill Levy": 55.277 mills, as adjusted for Gallagher.	Chapter 19-5(c)(1)c.4A	Section VI.C 25 mills for debt (under cap)
"Maximum Operation and Maintenance Mill Levy": 55.277 mills until district issues Debt, then, when combined with the debt service mill levy, shall not exceed 70 mills.	Chapter 19-5(c)(1)c.4B	Section VI.I 27 mills; aggregate cap of 27 mills when combined with debt (under cap)
A map of the district's boundaries and a map of any inclusion area boundaries	Chapter 19-5(c)(1)d	Article III; Exhibits A, B, and C; Section V.A.5
Capital Improvements Plan and Engineer Estimates	Chapter 19-5(c)(1)e	Section V.B; Exhibit E $2,160,297 – estimated engineering costs
Operation and Maintenance Responsibilities	Chapter 19-5(c)(1)b	Section V.A.2 Parks, open space, trails, structures and common areas. Covenant enforcement and design review possible.
Property Owner Consent	Chapter 19-5(c)(1)f	
Annual Report	Chapter 19-5(c)(1)l	Section VII.B.
Mill Levy Comparison Chart	Chapter 19-5(c)(1)o	Section VI.I; Exhibit F
Disclosure Notice to Property Owners	Chapter 19-5(c)(1)p	Article IX
IGA with City	Chapter 19-5(c)(1)r	Article X; Exhibit G

1402.2006; 1064457

SERVICE PLAN

FOR

VINCENT VILLAGE METROPOLITAN DISTRICT

CITY OF FORT LUPTON, COLORADO

Approved __________ ___, 2020

Submitted by:
Collins Cockrel & Cole, PC
390 Union Blvd, Suite 400
Denver, CO 80228

TABLE OF CONTENTS

LIST OF EXHIBITS

I. INTRODUCTION

A. Purpose and Intent.

The District is an independent unit of local government, separate and distinct from the City of Fort Lupton, Colorado (the "**City**"), and, except as may otherwise be provided for by State or local law or this Service Plan, its activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of this Service Plan. It is intended that the District will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction and installation of these Public Improvements and provide ongoing operation and maintenance services as more specifically set forth in this Service Plan.

Upon approval of this Service Plan and formation of the District, the District will conduct its operations and undertake all activities and actions in accordance with the terms and limitations set forth herein. The approval of this Service Plan does not obligate the City to approve any zoning, subdivision, planning, building permit, or other land use matter for the owners of any real property located within the District which may be served by the Public Improvements. The District is not being created to provide ongoing operations and maintenance services other than as specifically set forth herein.

B. Need for the District.

It is intended that the District will provide the Public Improvements necessary to serve the Project. There are currently no other governmental entities, including the City, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, financing, and limited operations and maintenance of the Public Improvements needed for the Project. The District is intended to provide ongoing services which may include Covenant Enforcement and Design Review Services and ownership and maintenance of parks, open space, trails, structures and common areas. The District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the City Regarding District's Service Plan.

The City's objective in approving this Service Plan is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment and financing of the Public Improvements from the proceeds of Debt to be issued by the District and other legally available revenues of the District. All Debt is expected to be repaid by taxes imposed and collected at a mill levy no higher than the Maximum Debt Mill Levy and/or Fees. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax and Fee burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

Use of revenue derived from imposition of an operations mill levy will allow the District to provide ongoing services to the Project and fund District administrative and management costs in an efficient manner while possibly eliminating the need to form an owners' association and impose dues and incur collection expenses. The District may impose Fees for Covenant Enforcement and Design Review services.

This Service Plan is intended to establish a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and, if applicable, regional needs. Operational activities are allowed as more specifically set forth in this Service Plan.

If the District does not retain obligations for ownership, operation, maintenance, repair and/or replacement of certain Public Improvements, the District's Board shall take steps to dissolve the District upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt.

The District shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from tax revenues, which shall not exceed the Maximum Debt Mill Levy, and from other legally available revenues of the District. It is the intent of this Service Plan to assure, to the extent possible, that no property should bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy, even under bankruptcy or other unusual situations. Generally, the costs of Public Improvements that cannot be funded within these parameters are not obligations or costs to be paid by the District.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Approved Development Plan: means the process established by the City for identifying, among other things, Public Improvements necessary for facilitating development of property within the Project, as determined at final platting and approved by the City through the appropriate PUD and/or site review process.

Board: means the board of directors of the District.

Boundary Map: means the map attached hereto as **Exhibit C**, depicting the District Boundaries.

Capital Improvements Plan: means the illustrative list of Public Improvements and estimated capital costs of such Public Improvements attached hereto as **Exhibit D**.

City: means the City of Fort Lupton, Colorado.

City Council: means the City Council of the City.

City Council Resolution of Approval: means the resolution approving this Service Plan, a certified copy of which shall be attached hereto as **Exhibit H**.

Covenant Enforcement and Design Review Services: means those services authorized under Section 32-1-1004(8), C.R.S.

Debt or Bonds: means bonds, notes, debenture, certificates, contracts, capital leases or other multiple-fiscal year obligations for the payment of which the District has determined to impose and pledge *ad valorem* mill levies, and/or collect Fee revenue, and/or levy special assessments.

Developer: means Vincent Village, LLC, a Colorado limited liability company, and any successors or assigns acting on behalf of the then-current property owner(s).

District: means the Vincent Village Metropolitan District.

District Boundaries: means the boundaries of the area legally described in **Exhibit A** and depicted on the Boundary Map.

End User: means any owner, or tenant of any owner, of any taxable improvement within a district who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. A person or entity that constructs homes or commercial structures with the intention of selling to others is not an End User.

External Financial Advisor: means a consultant that: (i) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance with respect to such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; (iii) is not an officer or employee of the District; and (iv) has not been otherwise engaged to provide services to the District in connection with the transaction related to the applicable Debt.

Fees: means any fee, rate, toll, penalty or charge imposed and/or received by the District for services, programs or facilities provided by the District, including privately imposed public improvement fees.

Financial Plan: means the Financial Plan described in Section VI, and attached hereto as **Exhibit F**, which describes generally for illustrative purposes only (i) how the Public Improvements are expected to be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year. The Financial Plan is based upon current estimates and will change based on actual development of the Project.

Maximum Debt Mill Levy: means the maximum mill levy the District is permitted to impose for payment of Debt as defined in Section VI below.

Maximum Operations and Maintenance Mill Levy: means the maximum mill levy the District is permitted to impose for payment of administrative, operations and maintenance purposes as defined in Section VI.C.2, below.

Mill Levy Adjustment: means, if, on or after January 1, 2019, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement, the Maximum Debt Mill Levy and the Maximum Operation and Maintenance Mill Levy may be increased or decreased to reflect such changes, such increases and decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the applicable mill levy, as adjusted for changes occurring after the applicable date, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

Municipal Code: means the Fort Lupton Municipal Code, 1993, as the same has been and may be modified, supplemented or amended from time to time.

Project: means the commercial development or property commonly referred to as Vincent Village.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Special District Act, except as specifically limited in Section V below, to serve the future taxpayers and inhabitants of the District as determined by the Board.

Service Plan: means this Service Plan for the District, as approved by the City Council.

Service Plan Amendment: means an amendment to this Service Plan approved by the City Council in accordance with applicable law.

Service Plan IGA: means the Intergovernmental Agreement to be entered into between the District upon formation and the City substantially in the form attached hereto as **Exhibit G**.

Special District Act: means Title 32, Article 1, C.R.S., as amended from time to time.

State: means the State of Colorado.

Taxable Property: means real or personal property subject to *ad valorem* taxes imposed by the District.

Total Debt Issuance Limit: means the maximum amount of general obligation Debt the District may issue, which amount shall be $3,200,000.

III. BOUNDARIES

The District Boundaries includes approximately 12.351 acres of property intended to be developed for commercial purposes. A legal description of the District Boundaries is attached hereto as **Exhibit A**. A vicinity map is attached hereto as **Exhibit B**. A map of the District Boundaries is attached hereto as **Exhibit C**. It is anticipated that the District's boundaries may change from time to time as they undergo inclusions and exclusions pursuant to Parts 4 and 5 of the Special District Act, subject to the limitations set forth in Article V.A.5, below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The current assessed valuation of the District is assumed to be $0.00 for purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The daytime population of the District at build-out is anticipated to be approximately 210 persons.

Approval of this Service Plan by the City does not imply approval of the development of a specific area within the District, nor does it imply approval of the commercial development identified in this Service Plan or any of the exhibits attached thereto, unless the same is contained within an Approved Development Plan. Nothing herein shall be interpreted or construed as exempting the District or any owner of property within the District from the otherwise applicable provisions of the City's zoning, subdivision, building code and other land use requirements or the obligations of a developer or subdivider under the Municipal Code related to completion of subdivision improvements, except to the extent that the District has assumed the obligation to provide for the completion of Public Improvements as authorized herein under an Approved Development Plan entered into by the District.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District and Service Plan Amendment.

The District shall have the power and authority to provide for the acquisition, design, finance, construction, installation, repair and replacement of Public Improvements and related operation and maintenance services within and without the boundaries of the District as such power and authority is described in the Special District Act, and other applicable statutes, common law and the State Constitution, subject to the limitations set forth herein. The Capital Improvements Plan attached as **Exhibit D** is a list of the types of Public Improvements the District may provide with estimated costs in current dollars for illustration purposes only. The exact design, phasing of construction and location of the Public Improvements will be determined at the time of and pursuant to City approval of Approved Development Plans and such decisions shall not be considered material modifications of this Service Plan. The District shall be authorized to finance and construct such Public Improvements without the necessity to seek an amendment of this Service Plan.

1. General Powers.

a. Streets. Streets, curbs, gutters, culverts, other drainage facilities, sidewalks, bridges, parking facilities, paving, lighting, grading, utility relocation necessitated by public rights-of-way, monumentation, signage, snow removal, streetscapes and related landscaping and irrigation improvements, together with all necessary, incidental and appurtenant facilities, equipment, land and easements and extensions of and improvements to such facilities.

b. Traffic and Safety Controls. Traffic and safety protection facilities and services provided through traffic and safety controls and devices on streets, highways and at railroad crossings, including traffic signals and signage, striping, area identification signs, directional assistance, driver information signs, lighting, and related landscaping and irrigation improvements, together with all necessary, incidental and appurtenant facilities, equipment, land and easements, and extensions of and improvements to such facilities.

c. Water. Water supply system improvements, including water rights, storage facilities, transmission and distribution lines for domestic use, fire hydrants, meters, facilities, equipment, and related landscaping and irrigation improvements, together with all necessary, incidental and appurtenant facilities, equipment, land and easements, and extensions of and improvements to such facilities. Notwithstanding the foregoing, the District shall not acquire, own, manage, adjudicate or otherwise develop water rights, except as necessary to transfer said water rights to the City, unless otherwise approved by the City.

d. Storm and Sanitary Sewer. Storm and sanitary sewer collection and transmission improvements, including storage facilities, collection mains and laterals, transmission lines, storm sewer, flood and surface drainage facilities and systems, and related landscaping and irrigation improvements, together with all necessary, incidental and appurtenant facilities, equipment, land and easements and extensions of and improvements to such facilities.

e. Parks and Recreation. Public park, open space, and recreation facilities or services, including parks, bike paths, pedestrian ways, signage, monumentation, playground areas, public area landscaping and weed control, streetscaping, perimeter fencing, outdoor lighting of all types, and related landscaping and irrigation improvements, together with all necessary, incidental and appurtenant facilities, equipment, land and easements, and extensions of and improvements to such facilities.

2. Operations and Maintenance. The District shall be authorized to operate and maintain Public Improvements not conveyed to the City or other governmental entity having proper jurisdiction. In addition, the District may perform owners' association functions for the property within its boundaries including, but not limited to, ownership, operation and maintenance of parks, trails, structures, open space and common areas, Covenant Enforcement and Design Review Services, and social functions through designation of the District as the enforcement entity in the Covenants recorded against the Project.

3. Construction Standards Limitation. The District will ensure that the Public Improvements it finances, designs, installs and constructs are in accordance with the applicable standards and specifications of the City, including without limitation any Subdivision Improvement Agreement(s) with the City applicable to such Public Improvements, and of other governmental entities having proper jurisdiction. All facilities conveyed or otherwise dedicated to the City or other entity designated by the City shall be free and clear of any lien, claim, encumbrance or demand and shall be subject to the City's normal warranty procedures.

4. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the District's Service Plan. We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

5. Inclusion Limitation. The District shall not include within its boundaries any property outside the District Boundaries without the prior written consent of the City.

6. Overlap Limitation. The District shall not consent to the organization of another district under the Special District Act which will overlap the boundaries of the District unless the aggregate mill levy for payment of Debt of such proposed district, combined with the mill levy for payment of Debt by the District, will not at any time exceed the Maximum Debt Mill Levy of the District.

7. Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Development Plan, the District shall not: (a) issue any Debt; (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the debt service fund; nor (c) impose and collect any Fees used for the purpose of repayment of Debt.

8. Total Debt Issuance Limitation. The District shall not issue Debt in excess of the Total Debt Issuance Limit.

9. Monies from Other Governmental Sources. The District shall not apply for or accept Colorado Trust Funds, Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and be a revenue source for the District without any limitation.

10. Eminent Domain Limitation. The District shall not exercise the power of eminent domain to obtain any real property owned by the City without the prior written approval of the City Council, as evidenced by resolution after a public hearing thereon.

11. Consolidation Limitation. The District shall not file a request with any Court to consolidate with another district organized under the Special District Act without the prior written consent of the City.

12. Bankruptcy Limitation. All of the limitations contained in this Service Plan have been established under the authority of the City to approve a service plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

a. Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

b. Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (1 U.S.C.) Section 903, and are also included in "regulatory or electoral approval necessary under applicable non-bankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S., and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

13. Material Modification. This Service Plan has been designed with sufficient flexibility to enable the District to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of the District which violate the limitations set forth herein or in Chapter 19 of the Municipal Code shall be deemed to be material modifications to this Service Plan requiring amendment of this Service Plan in accordance with the procedural requirements of Chapter 19 of the Municipal Code, and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

14. Subdistrict Limitation. The District shall not be permitted to create a subdistrict pursuant to Section 32-1-1101(1)(f), C.R.S. or Section 32-1-1101(1.5), C.R.S., without the prior consent of the City. Notwithstanding the foregoing, to the extent that the District is composed of or subsequently organized into one or more subdistricts, the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

B. Preliminary Engineering Survey.

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, financing, and certain operation and maintenance of the Public Improvements within and without the boundaries of the District, to be more specifically defined in an Approved Development Plan. A preliminary estimate of costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained and/or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the District and is approximately $2,160,297, as shown in **Exhibit D**. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

In the event, and to the extent, that any Public Improvements financed, constructed, acquired and/or installed by the District are oversized to serve or otherwise accommodate or benefit property outside the District's Boundaries, the District shall be entitled to receive reimbursement from the owners of property benefitted by such Public Improvements for their pro-rata share of Public Improvement costs. It is anticipated that any such reimbursement rights will be determined and set forth in Cost Recovery Agreements and/or Subdivision Improvement Agreements or other agreements between the City and the District upon initial acceptance of the Public Improvement and prior to final platting or site plan review of the benefitted property, as applicable.

VI. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the financing, planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District is reasonably expected to pay from revenues derived from a Debt mill levy up to the Maximum Debt Mill Levy, Fees, and other legally available revenues. The total Debt that the District shall be permitted to issue shall not exceed the Total Debt Issuance Limit and shall be permitted to be issued on a schedule and in such year or years as the Board determines shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs; provided, however, that refundings shall not count against the Total Debt Issuance Limit. All Bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including without limitation *ad valorem* taxes to be imposed upon all Taxable Property of the District and Fees. The District will also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time, and to receive revenue from privately imposed public improvement fees, if applicable. Any refunding Debt shall not extend the maturity of the Bonds being refunded or increase the total debt service thereon without the prior written approval of the City.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt shall not exceed 18%. The proposed maximum underwriting discount will be 5%. Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy.

The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the Taxable Property within the District for payment of Debt and shall be 25 mills (subject to Mill Levy Adjustment) for so long as the total amount of aggregate Debt of the District exceeds 50% of the District's assessed valuation. At such time as the total amount of aggregate Debt of the District is equal to or less than 50% of the District's assessed valuation, either on the date of issuance of any Debt or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy if End Users cast the majority of affirmative votes taken by the Board at the meeting authorizing such action, and, as a result, the mill levy may be such amount as is necessary to pay the debt service on such Debt, and the Board may further provide that such Debt shall remain secured by such increased mill levy, notwithstanding any subsequent change in the District's Debt to assessed value ratio.

All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S., and all other requirements of State law.

All issuances of general obligation Bonds shall be deemed to be in compliance with the Financial Plan so long as the Minimum Criteria, as hereinafter defined, have been met. "Minimum Criteria" shall mean that the general obligation Bonds are: (1) subject to the Maximum Debt Mill Levy; (2) together with other outstanding general obligation Bonds of the District, not in excess of the Total Debt Issuance Limit; (3) together with other outstanding general obligation Bonds of the District, not in excess of the general obligation debt authority provided by the District's electorate; (4) not subject to acceleration of the Debt as a remedy against the District and (5) issued in compliance with the applicable requirements of Section 32-1-1101(6), C.R.S. Any issuance of general obligation Bonds that does not satisfy the Minimum Criteria shall constitute a material modification of this Service Plan and a default under the Service Plan IGA.

The costs of constructing the Public Improvements may be paid from available District mill levy revenues, Debt and/or advances from the Developer. The District shall be authorized to reimburse Developer advances, if any, with interest at a market reasonable rate from District mill levy revenues and/or proceeds from Debt privately placed with the Developer, and other legally available revenues of the District. Any such privately placed Debt shall be subject to the Privately Placed Debt Limitation set forth in Section V.A.4 and the Minimum Criteria. Any Developer advances shall either be paid when Bonds are issued by the District or shall be subordinate to any District Debt, and only the Developer will hold the instruments evidencing such advances or financing.

In the event that the District determines that it is in the best interests of the District and its taxpayers to issue general obligation Bonds to parties other than the Developer to: (i) reimburse the Developer for Developer advances; (ii) refund or restructure Debt previously placed with the Developer; or (iii) finance Public Improvements, the District shall prepare a plan of finance for the purpose of determining whether the proposed issuance satisfies the Minimum Criteria. The plan of finance will include the amount of Bonds to be issued, uses of proceeds therefrom (including, if any, capitalized interest and costs of issuance), sources of revenues securing repayment of the Bonds and the repayment schedule for the Bonds, all as required by Section 19-5(c)(1)c.1-4 of the Municipal Code.

D. Debt Repayment Sources.

The District may impose mill levies as a primary source of revenue for repayment of debt service and for operations and maintenance. The District may also rely upon various other revenue sources authorized by law. At the Board's discretion, these may include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time. In no event shall the debt service mill levy certified by the District exceed the Maximum Debt Mill Levy.

E. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

> By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations with respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Service Plan for creation of the District.

Similar language describing the limitations with respect to the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

F. Security for Debt.

The District shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the City of payment of any of the District's obligations; nor shall anything in this Service Plan be construed so as to create any responsibility or liability on the part of the City in the event of default by the District in the payment of any such obligation.

G. TABOR Compliance.

The District will comply with the provisions of TABOR. In the discretion of the Board, the District may set up other qualifying entities to manage, fund, construct and operate facilities, services, and programs. To the extent allowed by law, any entity created by the District will remain under the control of the District's Board.

H. District's Operating Costs.

The estimated cost of planning, engineering services, legal services and administrative services, together with the estimated costs of the District's organization and initial operations, are anticipated to be $100,000, which may be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained. The first year's operating budget is estimated to be $30,000, which is anticipated to be paid from property taxes and other District revenues.

I. Maximum Operation and Maintenance Mill Levy.

The "Maximum Operation and Maintenance Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the Taxable Property within the District for payment of administrative, operation and maintenance costs, and shall be 27 mills (subject to Mill Levy Adjustment) until such time that the District issues Debt. After the District issues Debt, the Maximum Operation and Maintenance Mill Levy, when combined with the debt service mill levy imposed for Debt, shall not exceed 27 mills (subject to Mill Levy Adjustment). The Maximum Operation and Maintenance Mill Levy shall apply to the District's ability to increase its mill levy as necessary for provision of administrative, operation and maintenance services to its taxpayers and service users until such time as End Users cast the majority of affirmative votes taken by the Board at a meeting authorizing the elimination of such Maximum Operation and Maintenance Mill Levy, at which time the mill levy may be such amount as is necessary to pay the administrative, operation and maintenance costs.

A comparison report showing the proposed maximum mill levies of the District and the mill levies of similar taxing entities in the City and within a three-mile (3) radius of the District, as well as the total overlapping mill levy for the District and the comparison special districts is shown in **Exhibit E**, attached hereto.

VII. REPORTING REQUIREMENTS

A. Meeting Notices/Annual Report.

The District shall deliver written notice of every regular or special meeting to the office of the City Clerk, by email, mail or by hand, at least 72 hours prior to such meeting; however, in the event Section 19-5(c)(1)k of the Municipal Code is amended to change the timeframe for this advanced notice requirement, this Service Plan shall be automatically amended to correspond with the updated Municipal Code without further action of City Council. The District shall be responsible for submitting an annual report to the City no later than July 1st of each year following the year in which the Order and Decree creating the District has been recorded. The annual report shall include a certificate of compliance with this Service Plan together with information as to any of the following occurring during and as of December 31st of the subject calendar year:

1. Boundary changes made or proposed to the District's boundaries.

2. Intergovernmental Agreements either entered into or proposed.

3. Copies of the District's rules and regulations, if any.

4. A summary of any litigation which involves the District.

5. Status of the District's financing, acquisition, installation or construction of the Public Improvements.

6. A list of all Public Improvements financed, acquired, installed or constructed by the District that have been dedicated to and accepted by the City as of December 31st.

7. The assessed valuation of the District for the current year.

8. Current year's budget.

9. An independent audit of the District's financial statements or audit exemption, if applicable.

10. Notice of any uncured events of default by the District, which continue beyond a 90-day period, under any Debt instrument.

11. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a 90-day period.

VIII. DISSOLUTION

The District shall take all action necessary to dissolve, pursuant to Title 32, Article 1, Part 7, C.R.S., if the City files an application for dissolution with the District no sooner than ten years after the date of organization of the District pursuant to Section 32-1-701 (3), C.R.S., provided that the District has no outstanding Debt or outstanding operation and maintenance responsibilities at the time of the request.

IX. DISCLOSURE TO PURCHASERS

The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, Maximum Operations and Maintenance Mill Levy, as well as a general description of the District's authority to impose and collect Fees, rates, tolls and charges. Recordation of a disclosure notice on all property within the District's boundaries setting forth the information contained in this Article IX shall be deemed sufficient for purposes of meeting the notice requirements set forth herein.

X. INTERGOVERNMENTAL AGREEMENT

The form of the Service Plan IGA relating to the limitations imposed on the District's activities is attached hereto as **Exhibit G**. The District shall approve the Service Plan IGA in the form attached hereto as **Exhibit G** at its first Board meeting after the approval of this Service Plan. Failure of the District to execute the Service Plan IGA as required herein shall constitute a material modification and shall require a Service Plan Amendment. The City Council shall approve the Service Plan IGA in the form attached hereto as Exhibit H at the public hearing approving the Service Plan.

XI. CONCLUSION

It is submitted that this Service Plan for the District, as required by Section 32-1-203(2), C.R.S., have established that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the District;

2. The existing service in the area to be served by the District is inadequate for present and projected needs;

3. The District is capable of providing economical and sufficient service to the area within its proposed boundaries;

4. The area to be included in the District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;

5. Adequate service is not, and will not be, available to the area through the City or County or other existing municipal or quasi-municipal corporations, including existing special district, within a reasonable time and on a comparable basis;

6. The facility and service standards of the District are compatible with the facility and service standards of the City within which the special district is to be located and each municipality which is an interested party under Section 32-1-204(1), C.R.S.;

7. The proposal is in substantial compliance with a comprehensive plan adopted by the City;

8. The proposal is in compliance with any duly adopted City, regional or state long-range water quality management plan for the area; and

9. The creation of the District is in the best interests of the area proposed to be served.

EXHIBIT A

Legal Description

Lots 1 through 9 and Tracts A and B, Vincent's East Addition 3rd Filing 2nd Amended Subdivision, City of Fort Lupton, County of Weld, State of Colorado.

EXHIBIT B

Vicinity Map

Exhibit B

Vicinity Map

Vincent Village ~ Fort Lupton, CO 80621

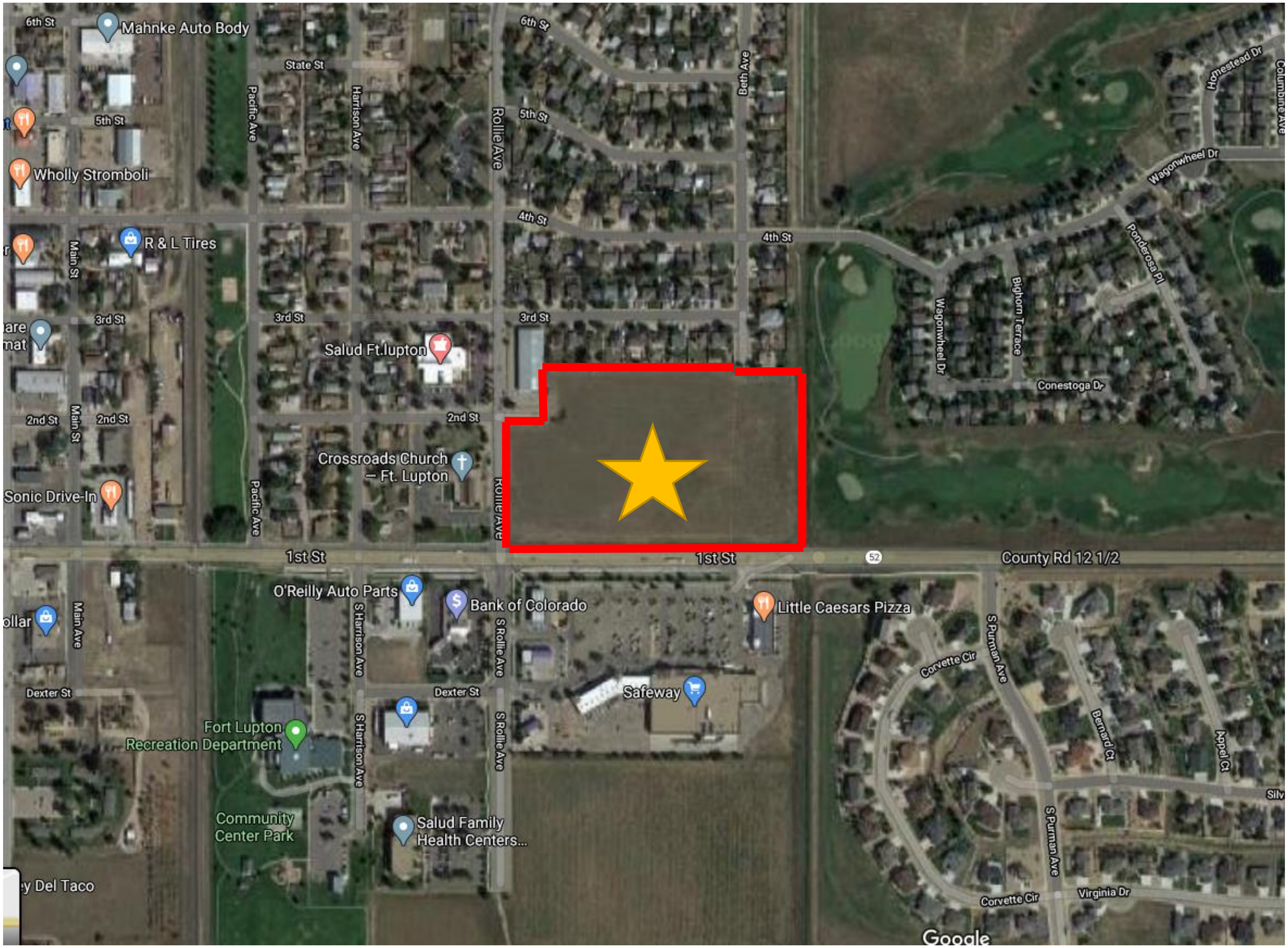


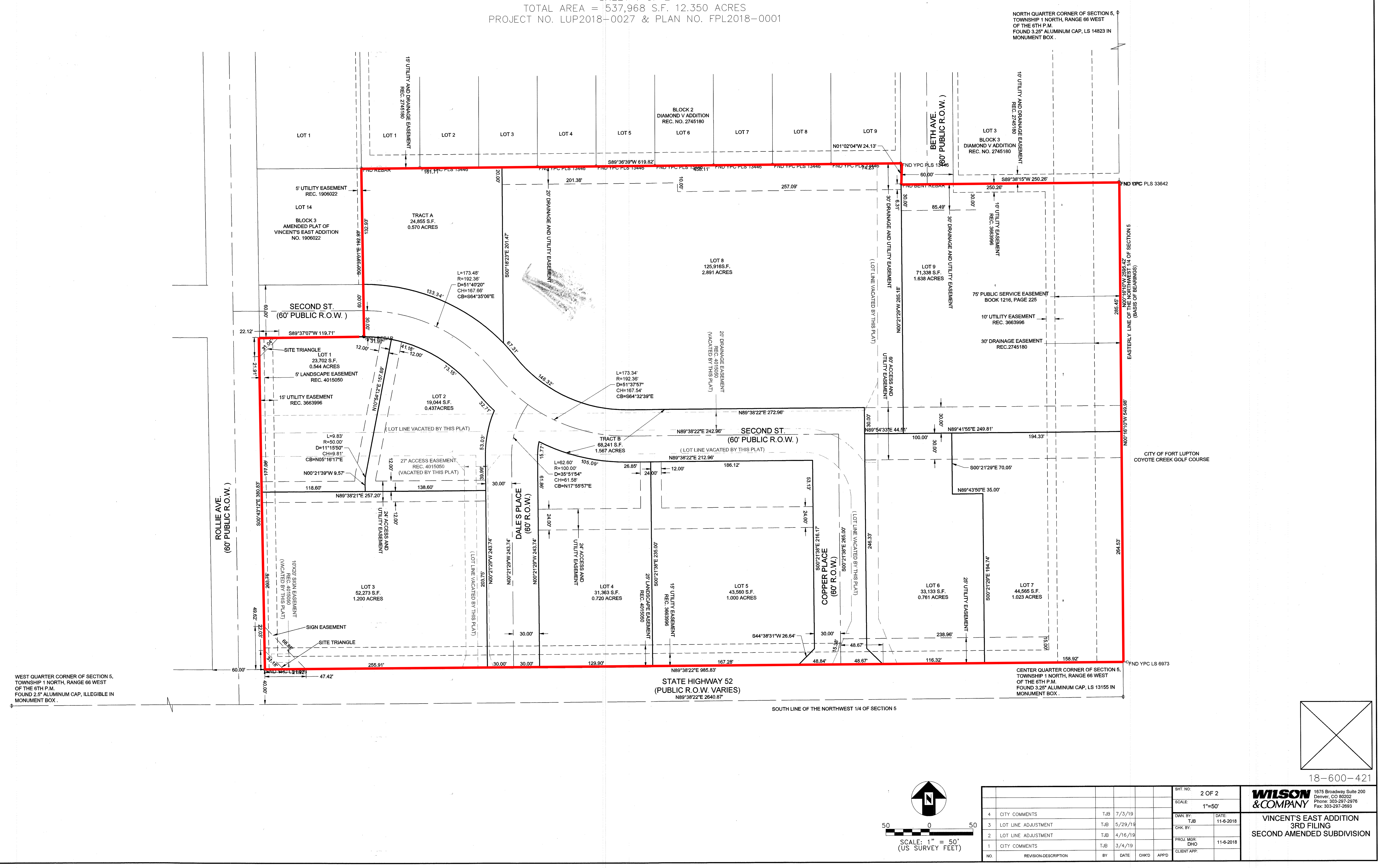
EXHIBIT C

Boundary Map

4514229 Pages: 2 of 2
08/13/2019 04:09 PM R Fee:$23.00
Carly Koppes, Clerk and Recorder, Weld County, CO

VINCENT'S EAST ADDITION 3RD FILING SECOND AMENDED SUBDIVISION

LOTS 1, 2, 3, 4 & OUTLOT A VINCENT'S EAST ADDITION 3RD FILING AMENDED SUBDIVISION
LOCATED IN THE NORTHWEST QUARTER OF SECTION 5,
TOWNSHIP 1 NORTH, RANGE 66 WEST, OF THE SIXTH PRINCIPAL MERIDIAN,
CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO
SHEET 1 OF 2
TOTAL AREA = 537,968 S.F. 12.350 ACRES
PROJECT NO. LUP2018-0027 & PLAN NO. FPL2018-0001



18-600-421

NO.	REVISION-DESCRIPTION	BY	DATE	CHK'D	APP'D
4	CITY COMMENTS	TJB	7/3/19		
3	LOT LINE ADJUSTMENT	TJB	5/29/19		
2	LOT LINE ADJUSTMENT	TJB	4/16/19		
1	CITY COMMENTS	TJB	3/4/19		

SHT. NO:	2 OF 2
SCALE:	1"=50'
DWN. BY: TJB	DATE: 11-6-2018
CHK. BY:	
PROJ. MGR: DHO	11-6-2018
CLIENT APP:	

WILSON & COMPANY
1675 Broadway Suite 200
Denver, CO 80202
Phone: 303-297-2976
Fax: 303-297-2693

VINCENT'S EAST ADDITION
3RD FILING
SECOND AMENDED SUBDIVISION

EXHIBIT D

Capital Improvements Plan

VINCENT VILLAGE METROPOLITAN DISTRICT

FORT LUPTON, COLORADO

DEVELOPER: VINCENT VILLAGE, LLC

ENGINEER'S OPINION OF INFRASTRUCTURE COSTS

CONSTRUCTION ACTIVITY AND RELATED PROJECT COSTS	PROJECTED COST
SITE CIVIL - GENERAL CONDITIONS (SUPERVISION / MANAGEMENT)	$ 63,984
GENERAL REQUIREMENTS (INCLUDING PROJECT STAKING & TEMPORARY SERVICES)	$ 49,895
SELECTIVE SITE DEMOLITION / CLEARING / GRUBBING / HAUL	$ 20,760
IMPORT FILL / EARTHWORK / OVERLOT GRADING / STREET SUB-EXCAVATION	$ 229,442
EROSION CONTROL SYSTEMS (PER CDOT AND CITY STANDARDS)	$ 42,538
POTABLE WATER SYSTEMS (MAIN/ HYDRANTS/ VALVES / APPRUTENANCES / CONNECTIONS)	$ 154,990
SANITARY SEWER COLLECTION SYSTEMS (PIPELINE / MANHOLES / STUB-OUTS/ CONNECTIONS)	$ 131,645
STORM WATER SYSTEMS (PIPE / INLETS/ DETENTION GRADING/ OUTLETS STRUCTURES)	$ 97,665
SITE CONCRETE (CURB AND GUTTER / CROSS PANS / ISLANDS / DETACHED SIDEWALKS / ROLLIE UPGRADE)	$ 223,797
ASPHALT STREET PAVING (SUBGRADE PREPARATION / COMPACTION / FULL-DEPTH SECTION)	$ 164,043
PAVEMENT MARKINGS CDOT AND INTERNAL (PAINTED STRIPING / SYMBOLS / SIGNAGE PER PLAN)	$ 11,717
FINAL GRADING AND SITE REVEGETATION	$ 1,660
WINTER WEATHER PROTECTION (ALLOWANCE)	$ 16,075
PROJECT CONTINGENCY FUNDS (FOR PROJECT CHANGE ORDERS AND DELETIONS)	$ 115,470
CHANGE ORDER NO. 1 (IMPORT FILL INCREASE APPROX. 40,000 CY)	$ 67,320
CHANGE ORDER NO. 2 (INLETS / SANITARY-WATER REALIGNMENTS / WATERLINE DEFLECTION @ ROLLIE)	$ 29,772
CHANGE ORDER NO.3 (COMPOSITE PAVING SECTION PER CITY /SW SANITARY MANHOLE /2 DELETIONS)	$ 24,965
CHANGE ORDER NO. 5 (MANHOLE / ADD'L THERMOPLASTICS / ENTRY PREP & ASPHALT PAVEMENT)	$ 77,136
TELEPHONE SERVICE / JOINT TRENCH INSTALLATION (WITH ELECTRICAL)	$ 10,000
CATV / INTERNET / JOINT TRENCH INSTALLATION (WITH ELECTRICAL)	$ 12,500
PRIMARY ELECTRICAL DISTRIBUTION & STREET LIGHTS (UNITED POWER)	$ 129,090
NATURAL GAS - OFFSITE FACILITIES REINFORCEMENT AT HIGHWAY 52 (XCEL GAS)	$ 67,004
NATURAL GAS - LOWERING GASLINE IN ROLLIE STREET (FOR SEPARATION /OLD UTILITIES)	$ 16,550
NATURAL GAS - ONSITE GASLINE DISTRIBUTION (XCEL GAS)	$ 27,211
CITY OF FORT LUPTON (PUBLIC WORKS PERMIT / PW FEES / USE TAX / ACCESS PERMITS/ PLAN REVIEWS)	$ 27,986
CIVIL ENGINEERING SERVICES (SURVEY / DESIGN/CDs/PIA EXHIBITS/ RECORD DRAWINGS/OBSERVATION)	$ 150,000
SOILS / GEOTECHNICAL STUDIES / PAVEMENT SECTION ALTERNATIVES / DESIGN (TERRACON)	$ 5,450
MATERIALS TESTING SERVICES (FILL CONTROL/SUBGRADE/ CONCRETE/ PAVEMENT)	$ 31,600
CONTRACTOR & SUB-CONTRACTOR LIABILITY INSURANCE	$ 7,175
CONTRACTOR & SUB-CONTRACTOR PERFORMANCE & PAYMENT BONDS	$ 24,203
CONTRACTOR OVERHEAD AND PROFIT FEE (7.25%)	$ 101,154
PROJECT MANAGEMENT SERVICES	$ 27,500
ENGINEER'S SUMMARY OPINION OF PROJECT COSTS :	**$ 2,160,297**

{00772365.XLSX / 2 }

EXHIBIT E

Mill Levy Comparison Report

District	Vincent Village Metropolitan District	Lupton Village Commercial Metropolitan District	North Land Industrial Metropolitan District No. 2
Total Overlapping Mill Levy w/o District	92.444	92.444	92.444
Service Plan Authorized Mill Levies	27.000 mills (25.000 mills for Maximum Debt Mill Levy and 27.000 mills combined Maximum Debt Mill Levy and Maximum Operation and Maintenance Mill Levy)	70.000 mills (55.277 mills for Maximum Debt Mill Levy and 70.000 mills combined Maximum Debt Mill Levy and Maximum Operation and Maintenance Mill Levy)	50.000 mills for Maximum Debt Mill Levy and no cap on Operation and Maintenance Mill Levy

EXHIBIT F

Financial Plan

VINCENT VILLAGE METROPOLITAN DISTRICT
WELD COUNTY, COLORADO
~~~~~
## GENERAL OBLIGATION BONDS, SERIES 2022
## GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2032
~~~~~
SERVICE PLAN

Bond Assumptions	**Series 2022**	**Series 2032**	**Total**
Closing Date	12/1/2022	12/1/2032	
First Call Date	12/1/2027	12/1/2037	
Final Maturity	12/1/2052	12/1/2062	
Discharge Date	12/1/2062	12/1/2062	
Sources of Funds			
Par Amount	2,280,000	2,870,000	**5,150,000**
Funds on Hand	0	241,750	**241,750**
Total	2,280,000	3,111,750	**5,391,750**
Uses of Funds			
Project Fund	**$1,636,650**	**$837,400**	**$2,474,050**
Refunding Escrow	0	2,060,000	**2,060,000**
Debt Service Reserve	176,750	0	**176,750**
Capitalized Interest	171,000	0	**171,000**
Costs of Issuance	295,600	214,350	**509,950**
Total	2,280,000	3,111,750	**5,391,750**
Bond Features			
Projected Coverage	100x	100x	
Tax Status	Tax-Exempt	Tax-Exempt	
Rating	Non-Rated	Non-Rated	
Average Coupon	5.000%	4.000%	
Net Interest Cost	5.000%	4.000%	

Revenue Assumptions	**Series 2022**	**Series 2032**
Biennial Reassessment		
Commercial	2.00%	2.00%
Metropolitan District Revenue		
Commercial Assessment Ratio		
Current Assumption Debt	29.00%	
Service Mills		
Target Mill Levy	25.000	
Specific Ownership Taxes	6.00%	
Expenses		
County Treasurer Fee	1.50%	
Operations		
Operations Mill Levy	2.000	
Total Mill Levy	27.000	

VINCENT VILLAGE METROPOLITAN DISTRICT
Development Summary

	Commercial								
	Lot 1: Retail / Office	Lot 2: Retail / Office	Lot 3: Drug Store / Coffee Shop	Lot 4: Auto Zone	Lot 5: 7-11	Lot 6: Retail / Restaurant	Lot 7: Retail / Restaurant	Lots 8 & 9: Big R Commercial	Total Commercial
Statutory Actual Value (2020)	$330	$385	$278	$215	$317	$422	$494	$300	
2020	-	-	-	-	-	-	-	-	-
2021	-	-	9,487	8,300	4,000	-	-	-	21,787
2022	-	-	-	-	-	-	-	-	-
2023	6,000	2,500	-	-	-	-	-	20,000	28,500
2024	-	-	-	-	-	3,500	2,400	-	5,900
2025	-	-	-	-	-	-	-	-	-
2026	-	-	-	-	-	-	-	-	-
2027	-	-	-	-	-	-	-	-	-
2028	-	-	-	-	-	-	-	-	-
2029	-	-	-	-	-	-	-	-	-
2030	-	-	-	-	-	-	-	-	-
2031	-	-	-	-	-	-	-	-	-
2032	-	-	-	-	-	-	-	-	-
2033	-	-	-	-	-	-	-	-	-
2034	-	-	-	-	-	-	-	-	-
2035	-	-	-	-	-	-	-	-	-
2036	-	-	-	-	-	-	-	-	-
2037	-	-	-	-	-	-	-	-	-
2038	-	-	-	-	-	-	-	-	-
2039	-	-	-	-	-	-	-	-	-
2040	-	-	-	-	-	-	-	-	-
2041	-	-	-	-	-	-	-	-	-
2042	-	-	-	-	-	-	-	-	-
2043	-	-	-	-	-	-	-	-	-
2044	-	-	-	-	-	-	-	-	-
2045	-	-	-	-	-	-	-	-	-
2046	-	-	-	-	-	-	-	-	-
2047	-	-	-	-	-	-	-	-	-
2048	-	-	-	-	-	-	-	-	-
2049	-	-	-	-	-	-	-	-	-
2050	-	-	-	-	-	-	-	-	-
2051	-	-	-	-	-	-	-	-	-
2052	-	-	-	-	-	-	-	-	-
2053	-	-	-	-	-	-	-	-	-
Total Units	6,000	2,500	9,487	8,300	4,000	3,500	2,400	20,000	56,187
Total Staturory Actual Value	**$1,981,828**	**$962,946**	**$2,634,575**	**$1,782,763**	**$1,266,280**	**$1,477,237**	**$1,184,742**	**$6,000,000**	**$17,290,371**

VINCENT VILLAGE METROPOLITAN DISTRICT
Assessed Value Calculation

D|A DAVIDSON

	Vacant Land		Commercial				Total
	Cumulative Statutory Actual Value[1]	Assessed Value in Collection Year (2-year lag) 29.00%	Total Commercial SF	Biennial Reassessment @ 2.0%	Cumulative Statutory Actual Value	Assessed Value (2-year lag) @ 29.00%	Assessed Value in Collection Year (2-year lag)
2020	568,362		0		0		
2021	0	0	21,787		5,797,290	0	0
2022	894,477	164,825	0	115,946	5,913,236	0	164,825
2023	266,198	0	28,500		15,405,502	1,681,214	1,681,214
2024	0	259,398	5,900	308,110	18,595,024	1,714,838	1,974,237
2025	0	77,197	0		18,595,024	4,467,596	4,544,793
2026	0	0	0	371,900	18,966,924	5,392,557	5,392,557
2027	0	0	0		18,966,924	5,392,557	5,392,557
2028	0	0	0	379,338	19,346,263	5,500,408	5,500,408
2029	0	0	0		19,346,263	5,500,408	5,500,408
2030	0	0	0	386,925	19,733,188	5,610,416	5,610,416
2031	0	0	0		19,733,188	5,610,416	5,610,416
2032	0	0	0	394,664	20,127,852	5,722,624	5,722,624
2033	0	0	0		20,127,852	5,722,624	5,722,624
2034	0	0	0	402,557	20,530,409	5,837,077	5,837,077
2035	0	0	0		20,530,409	5,837,077	5,837,077
2036	0	0	0	410,608	20,941,017	5,953,818	5,953,818
2037	0	0	0		20,941,017	5,953,818	5,953,818
2038	0	0	0	418,820	21,359,837	6,072,895	6,072,895
2039	0	0	0		21,359,837	6,072,895	6,072,895
2040	0	0	0	427,197	21,787,034	6,194,353	6,194,353
2041	0	0	0		21,787,034	6,194,353	6,194,353
2042	0	0	0	435,741	22,222,775	6,318,240	6,318,240
2043	0	0	0		22,222,775	6,318,240	6,318,240
2044	0	0	0	444,455	22,667,230	6,444,605	6,444,605
2045	0	0	0		22,667,230	6,444,605	6,444,605
2046	0	0	0	453,345	23,120,575	6,573,497	6,573,497
2047	0	0	0		23,120,575	6,573,497	6,573,497
2048	0	0	0	462,411	23,582,986	6,704,967	6,704,967
2049	0	0	0		23,582,986	6,704,967	6,704,967
2050	0	0	0	471,660	24,054,646	6,839,066	6,839,066
2051	0	0	0		24,054,646	6,839,066	6,839,066
2052	0	0	0	481,093	24,535,739	6,975,847	6,975,847
2053	0	0	0		24,535,739	6,975,847	6,975,847
2054	0	0	0	490,715	25,026,454	7,115,364	7,115,364
2055	0	0	0		25,026,454	7,115,364	7,115,364
2056	0	0	0	500,529	25,526,983	7,257,672	7,257,672
2057	0	0	0		25,526,983	7,257,672	7,257,672
2058	0	0	0	510,540	26,037,522	7,402,825	7,402,825
2059	0	0	0		26,037,522	7,402,825	7,402,825
2060	0	0	0	520,750	26,558,273	7,550,881	7,550,881
2061	0	0	0		26,558,273	7,550,881	7,550,881
2062	0	0	0	531,165	27,089,438	7,701,899	7,701,899
Total			56,187	8,918,470			

1. Vacant land value calculated in year prior to construction as 10% of built-out market value

VINCENT VILLAGE METROPOLITAN DISTRICT

Revenue Calculation

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	District Revenue				Expenses	Total
	Assessed Value in Collection Year (2-year lag)	Debt Mill Levy 25.000 Cap 25.000 Target	Debt Mil Levy Collections	Specific Ownership Taxes 6.00%	County Treasurer Fee 1.50%	Revenue Available for Debt Service
2020						
2021	0	0.000	0	0	0	0
2022	164,825	25.000	4,121	247	(66)	4,302
2023	1,681,214	25.000	42,030	2,522	(668)	43,884
2024	1,974,237	25.000	49,356	2,961	(785)	51,533
2025	4,544,793	25.000	113,620	6,817	(1,807)	118,630
2026	5,392,557	25.000	134,814	8,089	(2,144)	140,759
2027	5,392,557	25.000	134,814	8,089	(2,144)	140,759
2028	5,500,408	25.000	137,510	8,251	(2,186)	143,574
2029	5,500,408	25.000	137,510	8,251	(2,186)	143,574
2030	5,610,416	25.000	140,260	8,416	(2,230)	146,446
2031	5,610,416	25.000	140,260	8,416	(2,230)	146,446
2032	5,722,624	25.000	143,066	8,584	(2,275)	149,375
2033	5,722,624	25.000	143,066	8,584	(2,275)	149,375
2034	5,837,077	25.000	145,927	8,756	(2,320)	152,362
2035	5,837,077	25.000	145,927	8,756	(2,320)	152,362
2036	5,953,818	25.000	148,845	8,931	(2,367)	155,410
2037	5,953,818	25.000	148,845	8,931	(2,367)	155,410
2038	6,072,895	25.000	151,822	9,109	(2,414)	158,518
2039	6,072,895	25.000	151,822	9,109	(2,414)	158,518
2040	6,194,353	25.000	154,859	9,292	(2,462)	161,688
2041	6,194,353	25.000	154,859	9,292	(2,462)	161,688
2042	6,318,240	25.000	157,956	9,477	(2,512)	164,922
2043	6,318,240	25.000	157,956	9,477	(2,512)	164,922
2044	6,444,605	25.000	161,115	9,667	(2,562)	168,220
2045	6,444,605	25.000	161,115	9,667	(2,562)	168,220
2046	6,573,497	25.000	164,337	9,860	(2,613)	171,585
2047	6,573,497	25.000	164,337	9,860	(2,613)	171,585
2048	6,704,967	25.000	167,624	10,057	(2,665)	175,016
2049	6,704,967	25.000	167,624	10,057	(2,665)	175,016
2050	6,839,066	25.000	170,977	10,259	(2,719)	178,517
2051	6,839,066	25.000	170,977	10,259	(2,719)	178,517
2052	6,975,847	25.000	174,396	10,464	(2,773)	182,087
2053	6,975,847	25.000	174,396	10,464	(2,773)	182,087
2054	7,115,364	25.000	177,884	10,673	(2,828)	185,729
2055	7,115,364	25.000	177,884	10,673	(2,828)	185,729
2056	7,257,672	25.000	181,442	10,887	(2,885)	189,443
2057	7,257,672	25.000	181,442	10,887	(2,885)	189,443
2058	7,402,825	25.000	185,071	11,104	(2,943)	193,232
2059	7,402,825	25.000	185,071	11,104	(2,943)	193,232
2060	7,550,881	25.000	188,772	11,326	(3,001)	197,097
2061	7,550,881	25.000	188,772	11,326	(3,001)	197,097
2062	7,701,899	25.000	192,547	11,553	(3,062)	201,039
Total			6,175,030	370,502	(98,183)	6,447,349

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VINCENT VILLAGE METROPOLITAN DISTRICT
Senior Debt Service

	Revenue Available for Debt Service	Net Debt Service: Series 2022 (Dated: 12/1/22; Par: $2,280,000; Proj: $1,636,650)	Net Debt Service: Series 2032 (Dated: 12/1/32; Par: $2,870,000; Proj: $837,400; Esc: $2,060,000)	Net Debt Service: Total	Funds on Hand as a Source	Senior Surplus Fund: Annual Surplus	Senior Surplus Fund: Cumulative Balance ($287,000 Max)	Senior Surplus Fund: Released Revenue	Ratio Analysis: Senior Debt to Assessed Value	Ratio Analysis: Debt Service Coverage
2020										
2021	0									
2022	4,302	0		0		4,302	4,302	0	136%	n/a
2023	43,884	0		0		43,884	48,186	0	115%	n/a
2024	51,533	57,000		57,000		(5,467)	42,719	0	50%	90%
2025	118,630	114,000		114,000		4,630	47,349	0	42%	104%
2026	140,759	139,000		139,000		1,759	49,108	0	42%	101%
2027	140,759	137,750		137,750		3,009	52,118	0	41%	102%
2028	143,574	141,500		141,500		2,074	54,192	0	40%	101%
2029	143,574	140,000		140,000		3,574	57,766	0	39%	103%
2030	146,446	143,500		143,500		2,946	60,712	0	38%	102%
2031	146,446	141,750		141,750		4,696	65,408	0	37%	103%
2032	149,375	145,000	0	145,000	65,000	(60,625)	4,783	0	50%	103%
2033	149,375	[Ref'd by Ser. '32]	144,800	144,800		4,575	9,358	0	49%	103%
2034	152,362		148,600	148,600		3,762	13,120	0	48%	103%
2035	152,362		152,200	152,200		162	13,282	0	46%	100%
2036	155,410		150,600	150,600		4,810	18,092	0	46%	103%
2037	155,410		154,000	154,000		1,410	19,502	0	44%	101%
2038	158,518		157,200	157,200		1,318	20,819	0	43%	101%
2039	158,518		155,200	155,200		3,318	24,137	0	42%	102%
2040	161,688		158,200	158,200		3,488	27,625	0	41%	102%
2041	161,688		161,000	161,000		688	28,313	0	39%	100%
2042	164,922		163,600	163,600		1,322	29,635	0	38%	101%
2043	164,922		161,000	161,000		3,922	33,557	0	36%	102%
2044	168,220		163,400	163,400		4,820	38,377	0	35%	103%
2045	168,220		165,600	165,600		2,620	40,997	0	33%	102%
2046	171,585		167,600	167,600		3,985	44,982	0	32%	102%
2047	171,585		169,400	169,400		2,185	47,167	0	30%	101%
2048	175,016		171,000	171,000		4,016	51,183	0	29%	102%
2049	175,016		172,400	172,400		2,616	53,800	0	27%	102%
2050	178,517		173,600	173,600		4,917	58,716	0	25%	103%
2051	178,517		174,600	174,600		3,917	62,633	0	23%	102%
2052	182,087		180,400	180,400		1,687	64,320	0	22%	101%
2053	182,087		180,800	180,800		1,287	65,607	0	20%	101%
2054	185,729		181,000	181,000		4,729	70,336	0	18%	103%
2055	185,729		181,000	181,000		4,729	75,065	0	16%	103%
2056	189,443		185,800	185,800		3,643	78,708	0	14%	102%
2057	189,443		185,200	185,200		4,243	82,952	0	12%	102%
2058	193,232		189,400	189,400		3,832	86,784	0	10%	102%
2059	193,232		188,200	188,200		5,032	91,816	0	7%	103%
2060	197,097		196,800	196,800		297	92,113	0	5%	100%
2061	197,097		194,800	194,800		2,297	94,410	0	2%	101%
2062	201,039		197,600	197,600		3,439	0	97,849	0%	102%
Total	6,447,349	1,159,500	5,125,000	6,284,500	65,000	97,849		97,849		

VINCENT VILLAGE METROPOLITAN DISTRICT

Operations Projection

	Total	Operations Revenue			Expenses	Total	Total Mills
	Assessed Value in Collection Year (2-year lag)	Operations Mill Levy 2.000 Target	Operations Mill Levy Collections	Specific Ownership Taxes 6%	County Treasurer Fee 1.50%	Available for Operations	Total District Mills
2020							
2021							
2022	164,825	2.000	330	20	(5)	344	27.000
2023	1,681,214	2.000	3,362	202	(53)	3,511	27.000
2024	1,974,237	2.000	3,948	237	(63)	4,123	27.000
2025	4,544,793	2.000	9,090	545	(145)	9,490	27.000
2026	5,392,557	2.000	10,785	647	(171)	11,261	27.000
2027	5,392,557	2.000	10,785	647	(171)	11,261	27.000
2028	5,500,408	2.000	11,001	660	(175)	11,486	27.000
2029	5,500,408	2.000	11,001	660	(175)	11,486	27.000
2030	5,610,416	2.000	11,221	673	(178)	11,716	27.000
2031	5,610,416	2.000	11,221	673	(178)	11,716	27.000
2032	5,722,624	2.000	11,445	687	(182)	11,950	27.000
2033	5,722,624	2.000	11,445	687	(182)	11,950	27.000
2034	5,837,077	2.000	11,674	700	(186)	12,189	27.000
2035	5,837,077	2.000	11,674	700	(186)	12,189	27.000
2036	5,953,818	2.000	11,908	714	(189)	12,433	27.000
2037	5,953,818	2.000	11,908	714	(189)	12,433	27.000
2038	6,072,895	2.000	12,146	729	(193)	12,681	27.000
2039	6,072,895	2.000	12,146	729	(193)	12,681	27.000
2040	6,194,353	2.000	12,389	743	(197)	12,935	27.000
2041	6,194,353	2.000	12,389	743	(197)	12,935	27.000
2042	6,318,240	2.000	12,636	758	(201)	13,194	27.000
2043	6,318,240	2.000	12,636	758	(201)	13,194	27.000
2044	6,444,605	2.000	12,889	773	(205)	13,458	27.000
2045	6,444,605	2.000	12,889	773	(205)	13,458	27.000
2046	6,573,497	2.000	13,147	789	(209)	13,727	27.000
2047	6,573,497	2.000	13,147	789	(209)	13,727	27.000
2048	6,704,967	2.000	13,410	805	(213)	14,001	27.000
2049	6,704,967	2.000	13,410	805	(213)	14,001	27.000
2050	6,839,066	2.000	13,678	821	(217)	14,281	27.000
2051	6,839,066	2.000	13,678	821	(217)	14,281	27.000
2052	6,975,847	2.000	13,952	837	(222)	14,567	27.000
2053	6,975,847	2.000	13,952	837	(222)	14,567	27.000
2054	7,115,364	2.000	14,231	854	(226)	14,858	27.000
2055	7,115,364	2.000	14,231	854	(226)	14,858	27.000
2056	7,257,672	2.000	14,515	871	(231)	15,155	27.000
2057	7,257,672	2.000	14,515	871	(231)	15,155	27.000
2058	7,402,825	2.000	14,806	888	(235)	15,459	27.000
2059	7,402,825	2.000	14,806	888	(235)	15,459	27.000
2060	7,550,881	2.000	15,102	906	(240)	15,768	27.000
2061	7,550,881	2.000	15,102	906	(240)	16,008	27.000
2062	7,701,899	2.000	15,404	924	(245)	16,328	27.000
Total			494,002	29,640	(7,855)	516,273	

D|A DAVIDSON
FIXED INCOME CAPITAL MARKETS

SOURCES AND USES OF FUNDS

VINCENT VILLAGE METROPOLITAN DISTRICT
WELD COUNTY, COLORADO
~~~~~~
GENERAL OBLIGATION BONDS, SERIES 2022
Non-Rated, 100x, 30-yr. Maturity
(SERVICE PLAN)
~~~~~~

Dated Date	12/01/2022
Delivery Date	12/01/2022

Sources:		
Bond Proceeds:		
Par Amount		2,280,000.00
		2,280,000.00
Uses:		
Project Fund Deposits:		
Project Fund		1,636,650.00
Other Fund Deposits:		
Capitalized Interest Fund	171,000.00	
Debt Service Reserve Fund	176,750.00	
		347,750.00
Cost of Issuance:		
Cost of Issuance		250,000.00
Delivery Date Expenses:		
Underwriter's Discount		45,600.00
		2,280,000.00

D|A DAVIDSON
FIXED INCOME CAPITAL MARKETS

BOND SUMMARY STATISTICS

VINCENT VILLAGE METROPOLITAN DISTRICT
WELD COUNTY, COLORADO
~~~~~~
GENERAL OBLIGATION BONDS, SERIES 2022
Non-Rated, 100x, 30-yr. Maturity
(SERVICE PLAN)
~~~~~~

Dated Date	12/01/2022
Delivery Date	12/01/2022
First Coupon	06/01/2023
Last Maturity	12/01/2052
Arbitrage Yield	5.000000%
True Interest Cost (TIC)	5.159905%
Net Interest Cost (NIC)	5.000000%
All-In TIC	6.131724%
Average Coupon	5.000000%
Average Life (years)	21.757
Weighted Average Maturity (years)	21.757
Duration of Issue (years)	12.898
Par Amount	2,280,000.00
Bond Proceeds	2,280,000.00
Total Interest	2,480,250.00
Net Interest	2,525,850.00
Bond Years from Dated Date	49,605,000.00
Bond Years from Delivery Date	49,605,000.00
Total Debt Service	4,760,250.00
Maximum Annual Debt Service	357,000.00
Average Annual Debt Service	158,675.00
Underwriter's Fees (per $1000)	
Average Takedown	
Other Fee	20.000000
Total Underwriter's Discount	20.000000
Bid Price	98.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	PV of 1 bp change
Term Bond due 2052	2,280,000.00	100.000	5.000%	21.757	09/02/2044	3,534.00
	2,280,000.00			21.757		3,534.00

	TIC	All-In TIC	Arbitrage Yield
Par Value	2,280,000.00	2,280,000.00	2,280,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	-45,600.00	-45,600.00	
- Cost of Issuance Expense		-250,000.00	
- Other Amounts			
Target Value	2,234,400.00	1,984,400.00	2,280,000.00
Target Date	12/01/2022	12/01/2022	12/01/2022
Yield	5.159905%	6.131724%	5.000000%

D|A DAVIDSON
FIXED INCOME CAPITAL MARKETS

NET DEBT SERVICE

VINCENT VILLAGE METROPOLITAN DISTRICT
WELD COUNTY, COLORADO
~~~~~~
GENERAL OBLIGATION BONDS, SERIES 2022
Non-Rated, 100x, 30-yr. Maturity
(SERVICE PLAN)
~~~~~~

Period Ending	Principal	Coupon	Interest	Total Debt Service	Debt Service Reserve Fund	Capitalized Interest Fund	Net Debt Service
12/01/2023			114,000	114,000		114,000	
12/01/2024			114,000	114,000		57,000	57,000
12/01/2025			114,000	114,000			114,000
12/01/2026	25,000	5.000%	114,000	139,000			139,000
12/01/2027	25,000	5.000%	112,750	137,750			137,750
12/01/2028	30,000	5.000%	111,500	141,500			141,500
12/01/2029	30,000	5.000%	110,000	140,000			140,000
12/01/2030	35,000	5.000%	108,500	143,500			143,500
12/01/2031	35,000	5.000%	106,750	141,750			141,750
12/01/2032	40,000	5.000%	105,000	145,000			145,000
12/01/2033	45,000	5.000%	103,000	148,000			148,000
12/01/2034	50,000	5.000%	100,750	150,750			150,750
12/01/2035	50,000	5.000%	98,250	148,250			148,250
12/01/2036	55,000	5.000%	95,750	150,750			150,750
12/01/2037	60,000	5.000%	93,000	153,000			153,000
12/01/2038	65,000	5.000%	90,000	155,000			155,000
12/01/2039	70,000	5.000%	86,750	156,750			156,750
12/01/2040	75,000	5.000%	83,250	158,250			158,250
12/01/2041	80,000	5.000%	79,500	159,500			159,500
12/01/2042	85,000	5.000%	75,500	160,500			160,500
12/01/2043	90,000	5.000%	71,250	161,250			161,250
12/01/2044	100,000	5.000%	66,750	166,750			166,750
12/01/2045	105,000	5.000%	61,750	166,750			166,750
12/01/2046	110,000	5.000%	56,500	166,500			166,500
12/01/2047	120,000	5.000%	51,000	171,000			171,000
12/01/2048	130,000	5.000%	45,000	175,000			175,000
12/01/2049	135,000	5.000%	38,500	173,500			173,500
12/01/2050	145,000	5.000%	31,750	176,750			176,750
12/01/2051	150,000	5.000%	24,500	174,500			174,500
12/01/2052	340,000	5.000%	17,000	357,000	176,750		180,250
	2,280,000		2,480,250	4,760,250	176,750	171,000	4,412,500

BOND SOLUTION

VINCENT VILLAGE METROPOLITAN DISTRICT
WELD COUNTY, COLORADO
~~~~~~
GENERAL OBLIGATION BONDS, SERIES 2022
Non-Rated, 100x, 30-yr. Maturity
(SERVICE PLAN)
~~~~~~

Period Ending	Proposed Principal	Proposed Debt Service	Debt Service Adjustments	Total Adj Debt Service	Revenue Constraints	Unused Revenues	Debt Serv Coverage
12/01/2023		114,000	-114,000		43,884	43,884	
12/01/2024		114,000	-57,000	57,000	51,533	-5,467	90.40793%
12/01/2025		114,000		114,000	118,630	4,630	104.06181%
12/01/2026	25,000	139,000		139,000	140,759	1,759	101.26563%
12/01/2027	25,000	137,750		137,750	140,759	3,009	102.18455%
12/01/2028	30,000	141,500		141,500	143,574	2,074	101.46601%
12/01/2029	30,000	140,000		140,000	143,574	3,574	102.55314%
12/01/2030	35,000	143,500		143,500	146,446	2,946	102.05289%
12/01/2031	35,000	141,750		141,750	146,446	4,696	103.31280%
12/01/2032	40,000	145,000		145,000	149,375	4,375	103.01711%
12/01/2033	45,000	148,000		148,000	149,375	1,375	100.92893%
12/01/2034	50,000	150,750		150,750	152,362	1,612	101.06952%
12/01/2035	50,000	148,250		148,250	152,362	4,112	102.77390%
12/01/2036	55,000	150,750		150,750	155,410	4,660	103.09091%
12/01/2037	60,000	153,000		153,000	155,410	2,410	101.57487%
12/01/2038	65,000	155,000		155,000	158,518	3,518	102.26951%
12/01/2039	70,000	156,750		156,750	158,518	1,768	101.12774%
12/01/2040	75,000	158,250		158,250	161,688	3,438	102.17257%
12/01/2041	80,000	159,500		159,500	161,688	2,188	101.37184%
12/01/2042	85,000	160,500		160,500	164,922	4,422	102.75505%
12/01/2043	90,000	161,250		161,250	164,922	3,672	102.27712%
12/01/2044	100,000	166,750		166,750	168,220	1,470	100.88173%
12/01/2045	105,000	166,750		166,750	168,220	1,470	100.88173%
12/01/2046	110,000	166,500		166,500	171,585	5,085	103.05387%
12/01/2047	120,000	171,000		171,000	171,585	585	100.34193%
12/01/2048	130,000	175,000		175,000	175,016	16	100.00937%
12/01/2049	135,000	173,500		173,500	175,016	1,516	100.87400%
12/01/2050	145,000	176,750		176,750	178,517	1,767	100.99956%
12/01/2051	150,000	174,500		174,500	178,517	4,017	102.30185%
12/01/2052	340,000	357,000	-176,750	180,250	182,087	1,837	101.01917%
	2,280,000	4,760,250	-347,750	4,412,500	4,528,918	116,418	

SOURCES AND USES OF FUNDS

VINCENT VILLAGE METROPOLITAN DISTRICT
WELD COUNTY, COLORADO
~~~~~~
GENERAL OBLIGATION REFUNDING & IMPROVEMETNT BONDS, SERIES 2032
Pay & Cancel of (proposed) Series 2022 + New Money
Non-Rated, 100x, 30-yr. Maturity
(SERVICE PLAN)
~~~~~~

Dated Date	12/01/2032
Delivery Date	12/01/2032

Sources:		
Bond Proceeds:		
Par Amount		2,870,000.00
Other Sources of Funds:		
Funds on Hand*	65,000.00	
SERIES 2022 - DSRF	176,750.00	
		241,750.00
		3,111,750.00

Uses:	
Project Fund Deposits:	
Project Fund	837,400.00
Refunding Escrow Deposits:	
Cash Deposit	2,060,000.00
Cost of Issuance:	
Cost of Issuance	200,000.00
Delivery Date Expenses:	
Underwriter's Discount	14,350.00
	3,111,750.00

[*] Estimated balances (tbd).

BOND SUMMARY STATISTICS

VINCENT VILLAGE METROPOLITAN DISTRICT
WELD COUNTY, COLORADO
~~~~~~
GENERAL OBLIGATION REFUNDING & IMPROVEMETNT BONDS, SERIES 2032
Pay & Cancel of (proposed) Series 2022 + New Money
Non-Rated, 100x, 30-yr. Maturity
(SERVICE PLAN)
~~~~~~

Dated Date	12/01/2032
Delivery Date	12/01/2032
First Coupon	06/01/2033
Last Maturity	12/01/2062
Arbitrage Yield	4.000000%
True Interest Cost (TIC)	4.038892%
Net Interest Cost (NIC)	4.000000%
All-In TIC	4.612600%
Average Coupon	4.000000%
Average Life (years)	19.643
Weighted Average Maturity (years)	19.643
Duration of Issue (years)	13.133
Par Amount	2,870,000.00
Bond Proceeds	2,870,000.00
Total Interest	2,255,000.00
Net Interest	2,269,350.00
Bond Years from Dated Date	56,375,000.00
Bond Years from Delivery Date	56,375,000.00
Total Debt Service	5,125,000.00
Maximum Annual Debt Service	197,600.00
Average Annual Debt Service	170,833.33
Underwriter's Fees (per $1000)	
Average Takedown	
Other Fee	5.000000
Total Underwriter's Discount	5.000000
Bid Price	99.500000

Bond Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	PV of 1 bp change
Term Bond due 2062	2,870,000.00	100.000	4.000%	19.643	07/23/2052	4,993.80
	2,870,000.00			19.643		4,993.80

	TIC	All-In TIC	Arbitrage Yield
Par Value	2,870,000.00	2,870,000.00	2,870,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	-14,350.00	-14,350.00	
- Cost of Issuance Expense		-200,000.00	
- Other Amounts			
Target Value	2,855,650.00	2,655,650.00	2,870,000.00
Target Date	12/01/2032	12/01/2032	12/01/2032
Yield	4.038892%	4.612600%	4.000000%

NET DEBT SERVICE

VINCENT VILLAGE METROPOLITAN DISTRICT
WELD COUNTY, COLORADO
~~~~~~
GENERAL OBLIGATION REFUNDING & IMPROVEMETNT BONDS, SERIES 2032
Pay & Cancel of (proposed) Series 2022 + New Money
Non-Rated, 100x, 30-yr. Maturity
(SERVICE PLAN)
~~~~~~

Period Ending	Principal	Coupon	Interest	Total Debt Service	Net Debt Service
12/01/2033	30,000	4.000%	114,800	144,800	144,800
12/01/2034	35,000	4.000%	113,600	148,600	148,600
12/01/2035	40,000	4.000%	112,200	152,200	152,200
12/01/2036	40,000	4.000%	110,600	150,600	150,600
12/01/2037	45,000	4.000%	109,000	154,000	154,000
12/01/2038	50,000	4.000%	107,200	157,200	157,200
12/01/2039	50,000	4.000%	105,200	155,200	155,200
12/01/2040	55,000	4.000%	103,200	158,200	158,200
12/01/2041	60,000	4.000%	101,000	161,000	161,000
12/01/2042	65,000	4.000%	98,600	163,600	163,600
12/01/2043	65,000	4.000%	96,000	161,000	161,000
12/01/2044	70,000	4.000%	93,400	163,400	163,400
12/01/2045	75,000	4.000%	90,600	165,600	165,600
12/01/2046	80,000	4.000%	87,600	167,600	167,600
12/01/2047	85,000	4.000%	84,400	169,400	169,400
12/01/2048	90,000	4.000%	81,000	171,000	171,000
12/01/2049	95,000	4.000%	77,400	172,400	172,400
12/01/2050	100,000	4.000%	73,600	173,600	173,600
12/01/2051	105,000	4.000%	69,600	174,600	174,600
12/01/2052	115,000	4.000%	65,400	180,400	180,400
12/01/2053	120,000	4.000%	60,800	180,800	180,800
12/01/2054	125,000	4.000%	56,000	181,000	181,000
12/01/2055	130,000	4.000%	51,000	181,000	181,000
12/01/2056	140,000	4.000%	45,800	185,800	185,800
12/01/2057	145,000	4.000%	40,200	185,200	185,200
12/01/2058	155,000	4.000%	34,400	189,400	189,400
12/01/2059	160,000	4.000%	28,200	188,200	188,200
12/01/2060	175,000	4.000%	21,800	196,800	196,800
12/01/2061	180,000	4.000%	14,800	194,800	194,800
12/01/2062	190,000	4.000%	7,600	197,600	197,600
	2,870,000		2,255,000	5,125,000	5,125,000

SUMMARY OF BONDS REFUNDED

VINCENT VILLAGE METROPOLITAN DISTRICT
WELD COUNTY, COLORADO
~~~~~~
GENERAL OBLIGATION REFUNDING & IMPROVEMETNT BONDS, SERIES 2032
Pay & Cancel of (proposed) Series 2022 + New Money
Non-Rated, 100x, 30-yr. Maturity
(SERVICE PLAN)
~~~~~~

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
7/31/20: Ser 22 NR SP, 5.00%, 100x, 25.00mls, FG+2% BiRE, TERM52:					
	12/01/2033	5.000%	45,000.00	12/01/2032	100.000
	12/01/2034	5.000%	50,000.00	12/01/2032	100.000
	12/01/2035	5.000%	50,000.00	12/01/2032	100.000
	12/01/2036	5.000%	55,000.00	12/01/2032	100.000
	12/01/2037	5.000%	60,000.00	12/01/2032	100.000
	12/01/2038	5.000%	65,000.00	12/01/2032	100.000
	12/01/2039	5.000%	70,000.00	12/01/2032	100.000
	12/01/2040	5.000%	75,000.00	12/01/2032	100.000
	12/01/2041	5.000%	80,000.00	12/01/2032	100.000
	12/01/2042	5.000%	85,000.00	12/01/2032	100.000
	12/01/2043	5.000%	90,000.00	12/01/2032	100.000
	12/01/2044	5.000%	100,000.00	12/01/2032	100.000
	12/01/2045	5.000%	105,000.00	12/01/2032	100.000
	12/01/2046	5.000%	110,000.00	12/01/2032	100.000
	12/01/2047	5.000%	120,000.00	12/01/2032	100.000
	12/01/2048	5.000%	130,000.00	12/01/2032	100.000
	12/01/2049	5.000%	135,000.00	12/01/2032	100.000
	12/01/2050	5.000%	145,000.00	12/01/2032	100.000
	12/01/2051	5.000%	150,000.00	12/01/2032	100.000
	12/01/2052	5.000%	340,000.00	12/01/2032	100.000
			2,060,000.00		

ESCROW REQUIREMENTS

VINCENT VILLAGE METROPOLITAN DISTRICT
WELD COUNTY, COLORADO
~~~~~~
GENERAL OBLIGATION REFUNDING & IMPROVEMETNT BONDS, SERIES 2032
Pay & Cancel of (proposed) Series 2022 + New Money
Non-Rated, 100x, 30-yr. Maturity
(SERVICE PLAN)
~~~~~~

Dated Date	12/01/2032
Delivery Date	12/01/2032

Period Ending	Principal Redeemed	Total
12/01/2032	2,060,000.00	2,060,000.00
	2,060,000.00	2,060,000.00

PRIOR BOND DEBT SERVICE

VINCENT VILLAGE METROPOLITAN DISTRICT
WELD COUNTY, COLORADO
~~~~~~
GENERAL OBLIGATION REFUNDING & IMPROVEMETNT BONDS, SERIES 2032
Pay & Cancel of (proposed) Series 2022 + New Money
Non-Rated, 100x, 30-yr. Maturity
(SERVICE PLAN)
~~~~~~

Period Ending	Principal	Coupon	Interest	Debt Service
12/01/2033	45,000	5.000%	103,000	148,000
12/01/2034	50,000	5.000%	100,750	150,750
12/01/2035	50,000	5.000%	98,250	148,250
12/01/2036	55,000	5.000%	95,750	150,750
12/01/2037	60,000	5.000%	93,000	153,000
12/01/2038	65,000	5.000%	90,000	155,000
12/01/2039	70,000	5.000%	86,750	156,750
12/01/2040	75,000	5.000%	83,250	158,250
12/01/2041	80,000	5.000%	79,500	159,500
12/01/2042	85,000	5.000%	75,500	160,500
12/01/2043	90,000	5.000%	71,250	161,250
12/01/2044	100,000	5.000%	66,750	166,750
12/01/2045	105,000	5.000%	61,750	166,750
12/01/2046	110,000	5.000%	56,500	166,500
12/01/2047	120,000	5.000%	51,000	171,000
12/01/2048	130,000	5.000%	45,000	175,000
12/01/2049	135,000	5.000%	38,500	173,500
12/01/2050	145,000	5.000%	31,750	176,750
12/01/2051	150,000	5.000%	24,500	174,500
12/01/2052	340,000	5.000%	17,000	357,000
	2,060,000		1,369,750	3,429,750

EXHIBIT G

Form - Intergovernmental Agreement

INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE CITY OF FORT LUPTON, COLORADO
AND
VINCENT VILLAGE METROPOLITAN DISTRICT

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into as of this **___** day of **__________**, 2020 (this "**Agreement**") by and between the CITY OF FORT LUPTON, a municipal corporation of the State of Colorado ("**City**")**,** and VINCENT VILLAGE METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "**District**")**.** The City and the District are collectively referred to as the Parties.

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District's Service Plan approved by the City on __________ ___, 2020 (the "**Service Plan**"); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the City and the District, as required by the City Code; and

WHEREAS, any capitalized term used, but not defined, in this Agreement shall have the meaning ascribed to such term in the Service Plan; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers and property owners to enter into this Agreement.

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

A. Operations and Maintenance. The District shall be authorized to operate and maintain Public Improvements not conveyed to the City or other governmental entity having proper jurisdiction. In addition, the District may perform homeowners' association functions for the property within its boundaries including, but not limited to, ownership, operation and maintenance of parks, trails, open space and common areas, Covenant Enforcement and Design Review Services, and social functions through designation of the District as the enforcement entity in the Covenants recorded against the Project.

B. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the applicable standards and specifications of the City, including without limitation any Subdivision Improvement Agreement(s) with the City applicable to such Public Improvements, and of other governmental

entities having proper jurisdiction. All facilities conveyed or otherwise dedicated to the City or other entity designated by the City shall be free and clear of any lien, claim, encumbrance or demand and shall be subject to the City's normal warranty procedures.

C. <u>Privately Placed Debt Limitation.</u> Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.
>
> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

D. <u>Inclusion Limitation.</u> The District shall not include within its boundaries any property outside the District Boundaries without the prior written consent of the City.

E. <u>Overlap Limitation.</u> The District shall not consent to the organization of another district under the Special District Act which will overlap the boundaries of the District unless the aggregate mill levy for payment of Debt of such proposed district, combined with the mill levy for payment of Debt by the District, will not at any time exceed the Maximum Debt Mill Levy of the District.

F. <u>Initial Debt Limitation.</u> On or before the effective date of approval by the City of an Approved Development Plan, the District shall not: (a) issue any Debt; (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any Fees used for the purpose of repayment of Debt.

G. <u>Total Debt Issuance Limitation.</u> The District shall not issue Debt in excess of the Total Debt Issuance Limit.

H. <u>Monies from Other Governmental Sources.</u> The District shall not apply for or accept Colorado Trust Funds, Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and be a revenue source for the District without any limitation.

I. <u>Eminent Domain Limitation.</u> The District shall not exercise the power of eminent domain to obtain any real property owned by the City without the prior written approval of the City Council, as evidenced by resolution after a public hearing thereon.

J. <u>Consolidation Limitation.</u> The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City.

K. Bankruptcy Limitation. All of the limitations contained in the Service Plan have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

1. Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

2. Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

L. Maximum Debt Mill Levy.

1. The "Maximum Debt Mill Levy" of the District, which shall be subject to the Mill Levy Adjustment, shall be the maximum mill levy the District is permitted to impose upon the Taxable Property within the District for payment of Debt and shall be 25 mills for so long as the total amount of aggregate Debt of the District exceeds fifty percent (50%) of the District's assessed valuation. At such time as the total amount of aggregate Debt of the District is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance of any Debt or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy if End Users cast the majority of affirmative votes taken by the District's Board at the meeting authorizing such action, and, as a result, the mill levy may be such amount as is necessary to pay the debt service on such Debt, and the Board may further provide that such Debt shall remain secured by such increased mill levy, notwithstanding any subsequent change in the District's Debt to assessed value ratio.

2. The "Maximum Operation and Maintenance Mill Levy" of the District, which shall be subject to a Mill Levy Adjustment, shall be the maximum mill levy the District is permitted to impose upon the Taxable Property within the District for payment of administrative, operation and maintenance costs, and shall be 27 mills until such time that the District issues Debt. After the District issues Debt, the Maximum Operation and Maintenance Mill Levy, when combined with the Debt service mill levy imposed for Debt, shall not exceed 27 mills, which combined mill levy limit shall be subject to a Mill Levy Adjustment. The Maximum Operation and Maintenance Mill Levy shall apply to the District's ability to increase its mill levy as necessary for provision of administrative, operation and maintenance services to its taxpayers and service users until such time as End Users cast the majority of affirmative votes taken by the District's Board at a meeting authorizing the elimination of such Maximum Operation and Maintenance Mill Levy, at which time the mill levy may be such amount as is necessary to pay the administrative, operation and maintenance costs.

3. For purposes of the foregoing, once Debt has been determined to be within VI.C.1, above, so that the District is entitled to pledge to its payment an unlimited *ad valorem* mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S., and all other requirements of State law.

All issuances of general obligation Bonds shall be deemed to be in compliance with the Financial Plan so long as the Minimum Criteria, as hereinafter defined, have been met. "Minimum Criteria" shall mean that the general obligation Bonds are: (1) subject to the Maximum Debt Mill Levy; (2) together with other outstanding general obligation Bonds of the District, not in excess of the Total Debt Issuance Limit; (3) together with other outstanding general obligation Bonds of the District, not in excess of the general obligation debt authority provided by the District's electorate; (4) do not allow for the acceleration of Debt as a remedy against the District; and (5) issued in compliance with the applicable requirements of Section 321-1101(6), C.R.S. Any issuance of general obligation Bonds that does not satisfy the Minimum Criteria shall constitute a material modification of this Service Plan and a default under the Service Plan IGA.

The costs of constructing the Public Improvements may be paid from available District mill levy revenues, Debt and/or advances from the Developer. The District shall be authorized to reimburse Developer advances, if any, with interest at a market reasonable rate from District mill levy revenues and/or proceeds from Debt privately placed with the Developer, and other legally available revenues of the District. Any such privately placed Debt shall be subject to the Privately Placed Debt Limitation set forth in Section V.A.4 and the Minimum Criteria. Any Developer advances shall either be paid when bonds are issued by the District or shall be subordinate to any District debt, and only the Developer will hold the instruments evidencing such advances or financing.

In the event that the District determines that it is in the best interests of the District and its taxpayers to issue general obligation Bonds to parties other than the Developer to: (i) reimburse the Developer for Developer advances; (ii) refund or restructure Debt previously placed with the Developer; or (iii) finance Public Improvements, the District shall prepare a plan of finance for the purpose of determining whether the proposed issuance satisfies the Minimum Criteria. The plan of finance will include the amount of Bonds to be issued, uses of proceeds therefrom (including, if any, capitalized interest and costs of issuance), sources of revenues securing repayment of the Bonds and the repayment schedule for the Bonds, all as required by Section 19-5(c)(1)c.1-4 of the Municipal Code. Debt Repayment Sources.

The District may impose mill levies as a primary source of revenue for repayment of debt service and for operations and maintenance. The District may also rely upon various other revenue sources authorized by law. At the Board's discretion, these may include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time. In no event shall the debt service mill levy certified by the District exceed the Maximum Debt Mill Levy.

M. Dissolution. The District shall take all action necessary to dissolve, pursuant to Sections 32-1-701, *et seq.*, C.R.S., if the City files an application with the District no sooner than ten (10) years after the date of organization of the District for dissolution pursuant to Section 32-

1-701 (3), C.R.S., provided that the District has no outstanding debt or outstanding operation and maintenance responsibilities at the time of the request.

N. Meeting Notices/Annual Report. The District shall deliver written notice of every regular or special meeting to the office of the City Clerk, by email, mail or by hand, at least 72 hours prior to such meeting; however, in the event Section 19-5(c)(1)k of the Municipal Code is amended to change the timeframe for this advanced notice requirement, this Agreement and the Service Plan shall be automatically amended to correspond with the updated Municipal Code without further action of City Council. The District shall be responsible for submitting an annual report to the City no later than July 1st of each year following the year in which the Order and Decree creating the District has been recorded.

O. Material Modification. Actions of the District which violate the limitations set forth in Sections A-L above or Chapter 19 of the Municipal Code shall be deemed to be material modifications to the Service Plan requiring amendment of the Service Plan in accordance with the procedural requirements of Chapter 19 of the Municipal Code, and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District. The remedies herein shall be in addition to any remedies the City may have or actions the City may bring under Section 32-1-207, C.R.S., or any other applicable statute. The District shall have thirty (30) days to cure such material modification. If the material modification is of a type that is not capable of being cured within the 30-day period and the District shall give written notice to the City within the 30-day period that it is actively and diligently pursuing the cure, the District will have a reasonable period of time given the nature of the material modification following the end of the 30-day period, but not to exceed sixty (60) days, to cure the material modification, provided that the District is at all times actively and diligently pursuing the cure, failing which, the District will be in default under this Agreement. In the event the District fails to complete the cure or take any action to cure the material modification, the City may impose any sanctions allowed by the Municipal Code or statute. Nothing herein is intended to modify or prevent the use of the provisions of Section 32-1-207(3)(b), C.R.S.

P. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:	Vincent Village Metropolitan District c/o Collins Cockrel & Cole, P.C. 390 Union Boulevard, Suite 390 Denver, Colorado 80228 Attn: Matthew Ruhland Phone: 303-986-1551 Email: mruhland@cccfirm.com
To the City:	City of Fort Lupton 130 South McKinley

Fort Lupton, CO 80621
Attn: Chris Cross
Phone: (720) 466-6103
Fax: (303) 857-0351
Email: CCross@Fortluptonco.gov

With a Copy to: White Bear Ankele Tanaka & Waldron, P.C.
2154 East Commons Avenue, Suite 2000
Centennial, CO 80122
Attention: Jennifer Gruber Tanaka, Esq.
Phone: (303) 858-1800
Fax: (303) 858-1801
Email: jtanaka@wbapc.com

All notices, demands, requests or other communications shall be effective upon such personal delivery, one (1) business day after being deposited with a nationally recognized overnight air courier service, or three (3) business days after deposit in the United States First Class Mail. Each Party may change its address by giving notice to the other party in accordance with the provisions hereof.

Q. Amendment. This Agreement may be amended or terminated in whole or in part by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

R. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void.

S. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

T. Governing Law and Venue. This Agreement shall be governed and construed under the laws of Weld County and the State of Colorado.

U. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

V. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

W. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, teams, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

X. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

Y. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

Z. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this agreement effective as of the date set forth above.

VINCENT VILLAGE METROPOLITAN DISTRICT

By: ______________________________________
President

Attest:

____
Secretary

CITY OF FORT LUPTON, COLORADO

By: ______________________________________
Mayor

Attest:

By: ________________________________
Its: ________________________________

APPROVED AS TO FORM:

____

EXHIBIT H

City Council Resolution of Approval of Service Plan

RESOLUTION NO. 2020R____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO APPROVING THE SERVICE PLAN FOR THE VINCENT VILLAGE METROPOLITAN DISTRICT AND APPROVING THE INTERGOVERNMENTAL AGREEMENT

WHEREAS, pursuant to §32-1-204.5, C.R.S., as amended, a Service Plan (the "**Service Plan**") for the Vincent Village Metropolitan District (the "**District**") has been submitted to the City Council (the "**Council**") of the City of Fort Lupton, Colorado (the "**City**"); and

WHEREAS, §32-1-204.5, C.R.S., as amended, provides that no special district shall be organized within the boundaries of the City except upon adoption of a resolution of the Council approving the Service Plan of the District; and

WHEREAS, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, the Council held a public hearing on the Service Plan for the District on September 15, 2020; and

WHEREAS, notice of the hearing before the Council was duly published in the *Fort Lupton Press*, a newspaper of general circulation within the City, on August 19, 2020, as required by law, and forwarded to the petitioners, others entitled to postcard or letter notice, the Division of Local Government, and the governing body of each municipality and Title 32 district that has levied an ad valorem tax within the next preceding tax year and that has boundaries within a radius of three miles of the District; and

WHEREAS, the Council has considered the Service Plan and all other testimony and evidence presented at the hearing; and

WHEREAS, the Council finds that the Service Plan should be approved unconditionally, as permitted by §§32-1-203(2) and 32-1-204.5(1)(a), C.R.S., as amended; and

WHEREAS, the Council further finds that it is in the best interests of the citizens of the City to enter into an Intergovernmental Agreement (the "**IGA**") with the District for the purpose of assigning the relative rights and responsibilities between the City and the District with respect to certain functions, operations, and obligations of the District.

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

I. The City Council has jurisdiction to hear this matter.

II. The Council hereby determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, related to the filing of the Service Plan for the District have been fulfilled and that notice of the hearing was given in the time and manner required by law.

III. The Council further determines that all pertinent facts, matters and issues were submitted at the public hearing; that all interested parties were heard or had the opportunity to be heard and

that evidence satisfactory to the Council of each of the following was presented with respect to the District:

A. There is sufficient existing and projected need for organized service in the area to be serviced by the proposed District.

B. The existing service in the area to be served by the proposed District is inadequate for present and projected needs.

C. The proposed District is capable of providing economical and sufficient service to the areas within its proposed boundaries.

D. The area to be included in the proposed District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

E. Adequate service is not, or will not be, available to the area through the City or other existing quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.

F. The facility and service standards of the proposed District are compatible with the facility and service standards of the City and each municipality which is an interested party under §32-1-204, C.R.S.

G. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the City Code.

H. The proposal is in compliance with any duly adopted City, regional, or state long-range water quality management plan for the area;

I. The creation of the proposed District will be in the best interests of the area proposed to be served; and

J. The Service Plan, based upon the statements set forth in the Service Plan and upon all evidence presented at the Public Hearing on the Service Plan, meets all conditions and requirements of §§32-1-201, *et seq*., C.R.S.

IV. The Council hereby approves the Service Plan for the District as submitted. Nothing herein limits the City's powers with respect to the District, the property within the District, or the improvements to be constructed by the District. The City's findings are based solely upon the evidence in the Service Plan and such other evidence presented at the public hearing, and the City has not conducted any independent investigation of the evidence. The City makes no guarantee as to the financial viability of the District or the achievability of the results.

V. The Council hereby approves the IGA. The Mayor and the City Clerk are hereby authorized to execute, on behalf of the City, the IGA in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

VI. This Resolution shall be filed in the records of the City and a copy thereof submitted to the District.

VII. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Resolution, are hereby rescinded.

INTRODUCED, READ AND PASSED this 15th day of September, 2020.

CITY OF FORT LUPTON,

By: ____
Zo Stieber, Mayor

ATTEST:

By: ____
Mari Peña, City Clerk

APPROVED AS TO FORM:

____
J. Andrew Ausmus, City Attorney

INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE CITY OF FORT LUPTON, COLORADO
AND
VINCENT VILLAGE METROPOLITAN DISTRICT

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into as of this ___ day of __________, 2020 (this "**Agreement**") by and between the CITY OF FORT LUPTON, a municipal corporation of the State of Colorado ("**City**")**,** and VINCENT VILLAGE METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "**District**")**.** The City and the District are collectively referred to as the Parties.

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District's Service Plan approved by the City on __________ ___, 2020 (the "**Service Plan**"); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the City and the District, as required by the City Code; and

WHEREAS, any capitalized term used, but not defined, in this Agreement shall have the meaning ascribed to such term in the Service Plan; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers and property owners to enter into this Agreement.

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

A. <u>Operations and Maintenance</u>. The District shall be authorized to operate and maintain Public Improvements not conveyed to the City or other governmental entity having proper jurisdiction. In addition, the District may perform homeowners' association functions for the property within its boundaries including, but not limited to, ownership, operation and maintenance of parks, trails, open space and common areas, Covenant Enforcement and Design Review Services, and social functions through designation of the District as the enforcement entity in the Covenants recorded against the Project.

B. <u>Construction Standards Limitation</u>. The District will ensure that the Public Improvements are designed and constructed in accordance with the applicable standards and specifications of the City, including without limitation any Subdivision Improvement Agreement(s) with the City applicable to such Public Improvements, and of other governmental

entities having proper jurisdiction. All facilities conveyed or otherwise dedicated to the City or other entity designated by the City shall be free and clear of any lien, claim, encumbrance or demand and shall be subject to the City's normal warranty procedures.

C. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.
>
> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

D. Inclusion Limitation. The District shall not include within its boundaries any property outside the District Boundaries without the prior written consent of the City.

E. Overlap Limitation. The District shall not consent to the organization of another district under the Special District Act which will overlap the boundaries of the District unless the aggregate mill levy for payment of Debt of such proposed district, combined with the mill levy for payment of Debt by the District, will not at any time exceed the Maximum Debt Mill Levy of the District.

F. Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Development Plan, the District shall not: (a) issue any Debt; (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any Fees used for the purpose of repayment of Debt.

G. Total Debt Issuance Limitation. The District shall not issue Debt in excess of the Total Debt Issuance Limit.

H. Monies from Other Governmental Sources. The District shall not apply for or accept Colorado Trust Funds, Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and be a revenue source for the District without any limitation.

I. Eminent Domain Limitation. The District shall not exercise the power of eminent domain to obtain any real property owned by the City without the prior written approval of the City Council, as evidenced by resolution after a public hearing thereon.

J. Consolidation Limitation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City.

K. Bankruptcy Limitation. All of the limitations contained in the Service Plan have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

1. Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

2. Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

L. Maximum Debt Mill Levy.

1. The "Maximum Debt Mill Levy" of the District, which shall be subject to the Mill Levy Adjustment, shall be the maximum mill levy the District is permitted to impose upon the Taxable Property within the District for payment of Debt and shall be 25 mills for so long as the total amount of aggregate Debt of the District exceeds fifty percent (50%) of the District's assessed valuation. At such time as the total amount of aggregate Debt of the District is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance of any Debt or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy if End Users cast the majority of affirmative votes taken by the District's Board at the meeting authorizing such action, and, as a result, the mill levy may be such amount as is necessary to pay the debt service on such Debt, and the Board may further provide that such Debt shall remain secured by such increased mill levy, notwithstanding any subsequent change in the District's Debt to assessed value ratio.

2. The "Maximum Operation and Maintenance Mill Levy" of the District, which shall be subject to a Mill Levy Adjustment, shall be the maximum mill levy the District is permitted to impose upon the Taxable Property within the District for payment of administrative, operation and maintenance costs, and shall be 27 mills until such time that the District issues Debt. After the District issues Debt, the Maximum Operation and Maintenance Mill Levy, when combined with the Debt service mill levy imposed for Debt, shall not exceed 27 mills, which combined mill levy limit shall be subject to a Mill Levy Adjustment. The Maximum Operation and Maintenance Mill Levy shall apply to the District's ability to increase its mill levy as necessary for provision of administrative, operation and maintenance services to its taxpayers and service users until such time as End Users cast the majority of affirmative votes taken by the District's Board at a meeting authorizing the elimination of such Maximum Operation and Maintenance Mill Levy, at which time the mill levy may be such amount as is necessary to pay the administrative, operation and maintenance costs.

3. For purposes of the foregoing, once Debt has been determined to be within VI.C.1, above, so that the District is entitled to pledge to its payment an unlimited *ad valorem* mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S., and all other requirements of State law.

All issuances of general obligation Bonds shall be deemed to be in compliance with the Financial Plan so long as the Minimum Criteria, as hereinafter defined, have been met. "Minimum Criteria" shall mean that the general obligation Bonds are: (1) subject to the Maximum Debt Mill Levy; (2) together with other outstanding general obligation Bonds of the District, not in excess of the Total Debt Issuance Limit; (3) together with other outstanding general obligation Bonds of the District, not in excess of the general obligation debt authority provided by the District's electorate; (4) do not allow for the acceleration of Debt as a remedy against the District; and (5) issued in compliance with the applicable requirements of Section 321-1101(6), C.R.S. Any issuance of general obligation Bonds that does not satisfy the Minimum Criteria shall constitute a material modification of this Service Plan and a default under the Service Plan IGA.

The costs of constructing the Public Improvements may be paid from available District mill levy revenues, Debt and/or advances from the Developer. The District shall be authorized to reimburse Developer advances, if any, with interest at a market reasonable rate from District mill levy revenues and/or proceeds from Debt privately placed with the Developer, and other legally available revenues of the District. Any such privately placed Debt shall be subject to the Privately Placed Debt Limitation set forth in Section V.A.4 and the Minimum Criteria. Any Developer advances shall either be paid when bonds are issued by the District or shall be subordinate to any District debt, and only the Developer will hold the instruments evidencing such advances or financing.

In the event that the District determines that it is in the best interests of the District and its taxpayers to issue general obligation Bonds to parties other than the Developer to: (i) reimburse the Developer for Developer advances; (ii) refund or restructure Debt previously placed with the Developer; or (iii) finance Public Improvements, the District shall prepare a plan of finance for the purpose of determining whether the proposed issuance satisfies the Minimum Criteria. The plan of finance will include the amount of Bonds to be issued, uses of proceeds therefrom (including, if any, capitalized interest and costs of issuance), sources of revenues securing repayment of the Bonds and the repayment schedule for the Bonds, all as required by Section 19-5(c)(1)c.1-4 of the Municipal Code. Debt Repayment Sources.

The District may impose mill levies as a primary source of revenue for repayment of debt service and for operations and maintenance. The District may also rely upon various other revenue sources authorized by law. At the Board's discretion, these may include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time. In no event shall the debt service mill levy certified by the District exceed the Maximum Debt Mill Levy.

M. Dissolution. The District shall take all action necessary to dissolve, pursuant to Sections 32-1-701, *et seq.,* C.R.S., if the City files an application with the District no sooner than ten (10) years after the date of organization of the District for dissolution pursuant to Section 32-

1-701 (3), C.R.S., provided that the District has no outstanding debt or outstanding operation and maintenance responsibilities at the time of the request.

N. Meeting Notices/Annual Report. The District shall deliver written notice of every regular or special meeting to the office of the City Clerk, by email, mail or by hand, at least 72 hours prior to such meeting; however, in the event Section 19-5(c)(1)k of the Municipal Code is amended to change the timeframe for this advanced notice requirement, this Agreement and the Service Plan shall be automatically amended to correspond with the updated Municipal Code without further action of City Council. The District shall be responsible for submitting an annual report to the City no later than July 1st of each year following the year in which the Order and Decree creating the District has been recorded.

O. Material Modification. Actions of the District which violate the limitations set forth in Sections A-L above or Chapter 19 of the Municipal Code shall be deemed to be material modifications to the Service Plan requiring amendment of the Service Plan in accordance with the procedural requirements of Chapter 19 of the Municipal Code, and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District. The remedies herein shall be in addition to any remedies the City may have or actions the City may bring under Section 32-1-207, C.R.S., or any other applicable statute. The District shall have thirty (30) days to cure such material modification. If the material modification is of a type that is not capable of being cured within the 30-day period and the District shall give written notice to the City within the 30-day period that it is actively and diligently pursuing the cure, the District will have a reasonable period of time given the nature of the material modification following the end of the 30-day period, but not to exceed sixty (60) days, to cure the material modification, provided that the District is at all times actively and diligently pursuing the cure, failing which, the District will be in default under this Agreement. In the event the District fails to complete the cure or take any action to cure the material modification, the City may impose any sanctions allowed by the Municipal Code or statute. Nothing herein is intended to modify or prevent the use of the provisions of Section 32-1-207(3)(b), C.R.S.

P. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:	Vincent Village Metropolitan District c/o Collins Cockrel & Cole, P.C. 390 Union Boulevard, Suite 390 Denver, Colorado 80228 Attn: Matthew Ruhland Phone: 303-986-1551 Email: mruhland@cccfirm.com
To the City:	City of Fort Lupton 130 South McKinley

Fort Lupton, CO 80621
Attn: Chris Cross
Phone: (720) 466-6103
Fax: (303) 857-0351
Email: CCross@Fortluptonco.gov

With a Copy to:

White Bear Ankele Tanaka & Waldron, P.C.
2154 East Commons Avenue, Suite 2000
Centennial, CO 80122
Attention: Jennifer Gruber Tanaka, Esq.
Phone: (303) 858-1800
Fax: (303) 858-1801
Email: jtanaka@wbapc.com

All notices, demands, requests or other communications shall be effective upon such personal delivery, one (1) business day after being deposited with a nationally recognized overnight air courier service, or three (3) business days after deposit in the United States First Class Mail. Each Party may change its address by giving notice to the other party in accordance with the provisions hereof.

Q. Amendment. This Agreement may be amended or terminated in whole or in part by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

R. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void.

S. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

T. Governing Law and Venue. This Agreement shall be governed and construed under the laws of Weld County and the State of Colorado.

U. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

V. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

W. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, teams, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

X. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

Y. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

Z. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this agreement effective as of the date set forth above.

VINCENT VILLAGE METROPOLITAN DISTRICT

By: ______________________________
President

Attest:

____
Secretary

CITY OF FORT LUPTON, COLORADO

By: ______________________________
Mayor

Attest:

By: ______________________________
Its: ______________________________

APPROVED AS TO FORM:

____

PROOF OF PUBLICATION
FORT LUPTON PRESS
WELD COUNTY
STATE OF COLORADO

I, Steve Smith do solemnly swear that I am the Publisher of the **Fort Lupton Press** the same is a weekly newspaper printed and published in the County of Weld, State of Colorado, and has a general circulation therein; that said newspaper has been published continuously and uninterruptedly in said county of Weld for a period of more than fifty-two consecutive weeks prior to the first publication of the annexed legal notice or advertisement; that said newspaper has been admitted to the United States mails as second-class matter under the provisions of the act of March 3, 1879, or any amendments thereof, and that said newspaper is a weekly newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado. That the annexed legal notice or advertisement was published in the regular and entire issue of every number of said weekly newspaper for the period of **ONE consecutive insertion(s)** and that the first publication of said notice was in the issue of newspaper, dated **19th day of August, 2020** the last on the **19th day of August, 2020.**

Stephen D. Smith

Publisher, Subscribed and sworn before me,
this **19th day of August, 2020**

Bobi Lopez

Notary Public.

Bobi Lopez
Notary Public
State of Colorado
Notary ID 20024002511
My Commission Expires
March 26, 2023

NOTICE OF PUBLIC HEARING

IN RE A SERVICE PLAN FOR VINCENT VILLAGE METROPOLITAN DISTRICT, CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO

PUBLIC NOTICE IS HEREBY GIVEN that there has been filed with the City of Fort Lupton, Colorado (the "City") a service plan (the "Service Plan") for the proposed Vincent Village Metropolitan District (the "District"). A map of the District along with a copy of the proposed Service Plan are on file with the City of Fort Lupton at the Fort Lupton City Hall, 130 South McKinley Avenue, Fort Lupton, Colorado 80621; and are available for public inspection.

NOTICE IS HEREBY FURTHER GIVEN that the Fort Lupton City Council (the "City Council") will hold a public hearing at 7:00 pm, or as soon as possible thereafter, on Tuesday, September 15, 2020, at Council Chambers, Fort Lupton City Hall, 130 South McKinley Avenue, Fort Lupton, Colorado 80621, or via virtual attendance: log-on and call-in information will be available with the meeting's agenda in the days leading into the meeting at https://www.fortluptonco.gov/132/Agendas-Minutes, to review the Service Plan and to form a basis for a resolution approving, disapproving or conditionally approving such Service Plan. The City Council may, in its own discretion, continue the hearing to a subsequent meeting.

The District will initially consist of approximately 10.784 acres located entirely within the City and generally located at the northeast corner of the intersection of Rollie Avenue and State Highway 52 with Second Street bordering the District on the north.

The proposed District is being organized as a metropolitan district to finance the construction of certain public improvements for the project known as Vincent Village. The District shall have the authority to impose mill levies for repayment of debt and for limited administrative, operation and maintenance purposes. For debt service, the maximum mill levy that may be imposed by the District upon taxable property within the District's boundaries shall not exceed 25 mills; however, this maximum shall not apply when the total amount of debt is equal to or less than 50% of the District's assessed valuation. The maximum operations and maintenance mill levy, when combined with the debt service mill levy, shall not exceed 27 mills. If the method of calculating assessed valuation is changed by law, the maximum mill levies above may be increased or decreased to reflect such changes.

Any person owning property within the geographical area of the proposed District who requests his or her property to be excluded from the District shall submit a written request for exclusion to City Council no later than 10 days prior to the hearing described herein in order to be considered.

NOTICE IS FURTHER GIVEN that any protests or objections to the proposed Service Plan must be submitted in writing to the City Council at or prior to the public hearing, or any continuance or postponement thereof, in order to be considered. All protests and objections to the Service Plan shall be deemed waived unless presented in writing at the time and manner specified above.

BY ORDER OF THE CITY
COUNCIL OF THE CITY OF
FORT LUPTON.

Published in: Fort Lupton Press
Published on: August 19, 2020
000YVZP

CERTIFICATE OF MAILING

I hereby certify that a true and correct copy of the following NOTICE OF CITY COUNCIL PUBLIC HEARING for Vincent Village Metropolitan District was mailed on the 13th day of August, 2020, by placing the same in envelopes with U.S. Mail, first-class postage prepaid and addressed as set forth below:

SEE EXHIBIT A

Dated this 13th day of August, 2020.

By: Sarah H. Luetjen

STATE OF COLORADO)
) ss.
JEFFERSON COUNTY)

The foregoing instrument was acknowledged before me this 13th day of August, 2020, by Sarah H. Luetjen as an individual.

WITNESS my hand and official seal.

My commission expires: September 5, 2021

(S E A L)

Crystal D Schott
Notary Public

CRYSTAL D. SCHOTT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19974016054
MY COMMISSION EXPIRES SEPTEMBER 5, 2021

{00773573.DOCX / }

NOTICE OF PUBLIC HEARING

IN RE A SERVICE PLAN FOR VINCENT VILLAGE METROPOLITAN DISTRICT, CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO

PUBLIC NOTICE IS HEREBY GIVEN that there has been filed with the City of Fort Lupton, Colorado (the "City") a service plan (the "Service Plan") for the proposed Vincent Village Metropolitan District (the "District"). A map of the District along with a copy of the proposed Service Plan are on file with the City of Fort Lupton at the Fort Lupton City Hall, 130 South McKinley Avenue, Fort Lupton, Colorado 80621; and are available for public inspection.

NOTICE IS HEREBY FURTHER GIVEN that the Fort Lupton City Council (the "City Council") will hold a public hearing at 7:00 pm, or as soon as possible thereafter, on Tuesday, September 15, 2020, at Council Chambers, Fort Lupton City Hall, 130 South McKinley Avenue, Fort Lupton, Colorado 80621, or via virtual attendance: log-on and call-in information will be available with the meeting's agenda in the days leading into the meeting at https://www.fortluptonco.gov/132/Agendas-Minutes, to review the Service Plan and to form a basis for a resolution approving, disapproving or conditionally approving such Service Plan. The City Council may, in its own discretion, continue the hearing to a subsequent meeting.

The District will initially consist of approximately 10.784 acres located entirely within the City and generally located at the northeast corner of the intersection of Rollie Avenue and State Highway 52 with Second Street bordering the District on the north.

The proposed District is being organized as a metropolitan district to finance the construction of certain public improvements for the project known as Vincent Village. The District shall have the authority to impose mill levies for repayment of debt and for limited administrative, operation and maintenance purposes. For debt service, the maximum mill levy that may be imposed by the District upon taxable property within the District's boundaries shall not exceed 25 mills; however, this maximum shall not apply when the total amount of debt is equal to or less than 50% of the District's assessed valuation. The maximum operations and maintenance mill levy, when combined with the debt service mill levy, shall not exceed 27 mills. If the method of calculating assessed valuation is changed by law, the maximum mill levies above may be increased or decreased to reflect such changes.

Any person owning property within the geographical area of the proposed District who requests his or her property to be excluded from the District shall submit a written request for exclusion to City Council no later than 10 days prior to the hearing described herein in order to be considered.

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NOTICE IS FURTHER GIVEN that any protests or objections to the proposed Service Plan must be submitted in writing to the City Council at or prior to the public hearing, or any continuance or postponement thereof, in order to be considered. All protests and objections to the Service Plan shall be deemed waived unless presented in writing at the time and manner specified above.

BY ORDER OF THE CITY COUNCIL OF THE CITY OF FORT LUPTON.

Published in: *Fort Lupton Press*
Published on: August 19, 2020

Exhibit A

Aims Junior College
PO Box 69
Greeley, CO 80632

Cntrl Colorado Water Conservancy
3209 West 28th Street
Greeley, CO 80634

Central Colorado Water District
3209 West 28th Street
Greeley, CO 80634

Central Colorado Water Subdistrict
3209 West 28th Street
Greeley, CO 80634

Cottonwood Greens MD No. 1
Collins Cockrel & Cole, P.C.
390 Union Boulevard, Suite 400
Denver, CO 80228

Cottonwood Greens MD No. 2
Miller & Associates
1641 California Street, Suite 300
Denver, CO 80202

Cottonwood Greens MD No. 5
CRS of Colorado, LLC
7995 E Prentice Ave, Ste 103E
Greenwood Village, CO 80111

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

Fort Lupton Fire Protection District
1121 Denver Avenue
Fort Lupton, CO 80621

Fort Lupton URA
City of Fort Lupton
130 South McKinley Avenue
Fort Lupton, CO 80621

High Plain Library District
2650 W. 29th Street
Greeley, CO 80631

Hudson Fire Protection District
PO Box 7
Hudson, CO 80642

Lupton Village Commercial MD
Miller & Associates
1641 California Street, Suite 300
Denver, CO 80202

Lupton Village Residental MD
Miller & Associates
1641 California Street, Suite 300
Denver, CO 80202

Mountain Sky Metropolitan District
Norton & Smith, P.C.
1331 17th Street, Suite 500
Denver, CO 80202-1555

North Land Industrial MD No. 1
White Bear Ankele Tanaka &
Waldron, P.C.
2154 E Commons Avenue, Ste 2000
Centennial, CO 80122-1880

North Land Industrial MD No. 2
White Bear Ankele Tanaka &
Waldron, P.C.
2154 E Commons Avenue, Ste 2000
Centennial, CO 80122-1880

Northern Colorado Water District
220 Water Avenue
Berthoud, CO 80513-9245

Platte River Metropolitan District
Miller & Associates
1641 California Street, Suite 300
Denver, CO 80202

Platte Valley Conservation District
57 W Bromley Land
Brighton, CO 80601

Real Weld Metropolitan District
Miller & Associates
1641 California Street, Suite 300
Denver, CO 80202

Keensburg RE3-J School District
PO Box 269
95 West Broadway
Keenesburg, CO 80643

Fort Lupton RE8 School District
715 West Platte Avenue
Fort Morgan, CO 80701

Weld County
1150 O Street
Greeley, CO 80631

West Adams Conservation District
57 W Bromley Ln
Brighton, CO 80601

West Greeley Conservation District
4302 West 9th Street Road
Greeley, CO 80634

BTS Rollie SE, LLC
6400 S. Fiddlers Green Circle, Ste 1820
Greenwood Village, CO 80111-4937

Vincent Village, LLC
5300 DTC Parkway, Suite 100
Greenwood Village, CO 80111

Mechma Properties, LLC
5023 W. 120th Avenue, Unit 157
Broomfield, CO 80020

RESOLUTION NO. 2020R____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO APPROVING THE SERVICE PLAN FOR THE VINCENT VILLAGE METROPOLITAN DISTRICT AND APPROVING THE INTERGOVERNMENTAL AGREEMENT

WHEREAS, pursuant to §32-1-204.5, C.R.S., as amended, a Service Plan (the "**Service Plan**") for the Vincent Village Metropolitan District (the "**District**") has been submitted to the City Council (the "**Council**") of the City of Fort Lupton, Colorado (the "**City**"); and

WHEREAS, §32-1-204.5, C.R.S., as amended, provides that no special district shall be organized within the boundaries of the City except upon adoption of a resolution of the Council approving the Service Plan of the District; and

WHEREAS, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, the Council held a public hearing on the Service Plan for the District on September 15, 2020; and

WHEREAS, notice of the hearing before the Council was duly published in the *Fort Lupton Press*, a newspaper of general circulation within the City, on August 19, 2020, as required by law, and forwarded to the petitioners, others entitled to postcard or letter notice, the Division of Local Government, and the governing body of each municipality and Title 32 district that has levied an ad valorem tax within the next preceding tax year and that has boundaries within a radius of three miles of the District; and

WHEREAS, the Council has considered the Service Plan and all other testimony and evidence presented at the hearing; and

WHEREAS, the Council finds that the Service Plan should be approved unconditionally, as permitted by §§32-1-203(2) and 32-1-204.5(1)(a), C.R.S., as amended; and

WHEREAS, the Council further finds that it is in the best interests of the citizens of the City to enter into an Intergovernmental Agreement (the "**IGA**") with the District for the purpose of assigning the relative rights and responsibilities between the City and the District with respect to certain functions, operations, and obligations of the District.

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

I. The City Council has jurisdiction to hear this matter.

II. The Council hereby determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, related to the filing of the Service Plan for the District have been fulfilled and that notice of the hearing was given in the time and manner required by law.

III. The Council further determines that all pertinent facts, matters and issues were submitted at the public hearing; that all interested parties were heard or had the opportunity to be heard and

that evidence satisfactory to the Council of each of the following was presented with respect to the District:

A. There is sufficient existing and projected need for organized service in the area to be serviced by the proposed District.

B. The existing service in the area to be served by the proposed District is inadequate for present and projected needs.

C. The proposed District is capable of providing economical and sufficient service to the areas within its proposed boundaries.

D. The area to be included in the proposed District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

E. Adequate service is not, or will not be, available to the area through the City or other existing quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.

F. The facility and service standards of the proposed District are compatible with the facility and service standards of the City and each municipality which is an interested party under §32-1-204, C.R.S.

G. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the City Code.

H. The proposal is in compliance with any duly adopted City, regional, or state long-range water quality management plan for the area;

I. The creation of the proposed District will be in the best interests of the area proposed to be served; and

J. The Service Plan, based upon the statements set forth in the Service Plan and upon all evidence presented at the Public Hearing on the Service Plan, meets all conditions and requirements of §§32-1-201, *et seq*., C.R.S.

IV. The Council hereby approves the Service Plan for the District as submitted. Nothing herein limits the City's powers with respect to the District, the property within the District, or the improvements to be constructed by the District. The City's findings are based solely upon the evidence in the Service Plan and such other evidence presented at the public hearing, and the City has not conducted any independent investigation of the evidence. The City makes no guarantee as to the financial viability of the District or the achievability of the results.

V. The Council hereby approves the IGA. The Mayor and the City Clerk are hereby authorized to execute, on behalf of the City, the IGA in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

VI. This Resolution shall be filed in the records of the City and a copy thereof submitted to the District.

VII. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Resolution, are hereby rescinded.

INTRODUCED, READ AND PASSED this 15th day of September, 2020.

CITY OF FORT LUPTON,

By: ____________________________________
Zo Stieber, Mayor

ATTEST:

By: ____________________________________
Mari Peña, City Clerk

APPROVED AS TO FORM:

____
J. Andrew Ausmus, City Attorney

RESOLUTION NO. 2020R____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO APPROVING THE SERVICE PLAN FOR THE VINCENT VILLAGE METROPOLITAN DISTRICT AND APPROVING THE INTERGOVERNMENTAL AGREEMENT

WHEREAS, pursuant to §32-1-204.5, C.R.S., as amended, a Service Plan (the "**Service Plan**") for the Vincent Village Metropolitan District (the "**District**") has been submitted to the City Council (the "**Council**") of the City of Fort Lupton, Colorado (the "**City**"); and

WHEREAS, §32-1-204.5, C.R.S., as amended, provides that no special district shall be organized within the boundaries of the City except upon adoption of a resolution of the Council approving the Service Plan of the District; and

WHEREAS, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, the Council held a public hearing on the Service Plan for the District on September 15, 2020; and

WHEREAS, notice of the hearing before the Council was duly published in the *Fort Lupton Press*, a newspaper of general circulation within the City, on August 19, 2020, as required by law, and forwarded to the petitioners, others entitled to postcard or letter notice, the Division of Local Government, and the governing body of each municipality and Title 32 district that has levied an ad valorem tax within the next preceding tax year and that has boundaries within a radius of three miles of the District; and

WHEREAS, the Council has considered the Service Plan and all other testimony and evidence presented at the hearing; and

WHEREAS, the Council finds that the Service Plan should be approved unconditionally, as permitted by §§32-1-203(2) and 32-1-204.5(1)(a), C.R.S., as amended; and

WHEREAS, the Council further finds that it is in the best interests of the citizens of the City to enter into an Intergovernmental Agreement (the "**IGA**") with the District for the purpose of assigning the relative rights and responsibilities between the City and the District with respect to certain functions, operations, and obligations of the District.

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

I. The City Council has jurisdiction to hear this matter.

II. The Council hereby determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, related to the filing of the Service Plan for the District have been fulfilled and that notice of the hearing was given in the time and manner required by law.

III. The Council further determines that all pertinent facts, matters and issues were submitted at the public hearing; that all interested parties were heard or had the opportunity to be heard and

that evidence satisfactory to the Council of each of the following was presented with respect to the District:

A. There is sufficient existing and projected need for organized service in the area to be serviced by the proposed District.

B. The existing service in the area to be served by the proposed District is inadequate for present and projected needs.

C. The proposed District is capable of providing economical and sufficient service to the areas within its proposed boundaries.

D. The area to be included in the proposed District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

E. Adequate service is not, or will not be, available to the area through the City or other existing quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.

F. The facility and service standards of the proposed District are compatible with the facility and service standards of the City and each municipality which is an interested party under §32-1-204, C.R.S.

G. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the City Code.

H. The proposal is in compliance with any duly adopted City, regional, or state long-range water quality management plan for the area;

I. The creation of the proposed District will be in the best interests of the area proposed to be served; and

J. The Service Plan, based upon the statements set forth in the Service Plan and upon all evidence presented at the Public Hearing on the Service Plan, meets all conditions and requirements of §§32-1-201, *et seq*., C.R.S.

IV. The Council hereby approves the Service Plan for the District as submitted. Nothing herein limits the City's powers with respect to the District, the property within the District, or the improvements to be constructed by the District. The City's findings are based solely upon the evidence in the Service Plan and such other evidence presented at the public hearing, and the City has not conducted any independent investigation of the evidence. The City makes no guarantee as to the financial viability of the District or the achievability of the results.

V. The Council hereby approves the IGA. The Mayor and the City Clerk are hereby authorized to execute, on behalf of the City, the IGA in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

VI. This Resolution shall be filed in the records of the City and a copy thereof submitted to the District.

VII. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Resolution, are hereby rescinded.

INTRODUCED, READ AND PASSED this 15th day of September, 2020.

CITY OF FORT LUPTON,

By: ______________________________
Zo Stieber, Mayor

ATTEST:

By: ______________________________
Mari Peña, City Clerk

APPROVED AS TO FORM:

____
J. Andrew Ausmus, City Attorney

INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE CITY OF FORT LUPTON, COLORADO
AND
VINCENT VILLAGE METROPOLITAN DISTRICT

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into as of this **___** day of **__________**, 2020 (this "**Agreement**") by and between the CITY OF FORT LUPTON, a municipal corporation of the State of Colorado ("**City**")**,** and VINCENT VILLAGE METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "**District**")**.** The City and the District are collectively referred to as the Parties.

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District's Service Plan approved by the City on __________ ___, 2020 (the "**Service Plan**"); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the City and the District, as required by the City Code; and

WHEREAS, any capitalized term used, but not defined, in this Agreement shall have the meaning ascribed to such term in the Service Plan; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers and property owners to enter into this Agreement.

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

A. Operations and Maintenance. The District shall be authorized to operate and maintain Public Improvements not conveyed to the City or other governmental entity having proper jurisdiction. In addition, the District may perform homeowners' association functions for the property within its boundaries including, but not limited to, ownership, operation and maintenance of parks, trails, open space and common areas, Covenant Enforcement and Design Review Services, and social functions through designation of the District as the enforcement entity in the Covenants recorded against the Project.

B. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the applicable standards and specifications of the City, including without limitation any Subdivision Improvement Agreement(s) with the City applicable to such Public Improvements, and of other governmental

entities having proper jurisdiction. All facilities conveyed or otherwise dedicated to the City or other entity designated by the City shall be free and clear of any lien, claim, encumbrance or demand and shall be subject to the City's normal warranty procedures.

C. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.
>
> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

D. Inclusion Limitation. The District shall not include within its boundaries any property outside the District Boundaries without the prior written consent of the City.

E. Overlap Limitation. The District shall not consent to the organization of another district under the Special District Act which will overlap the boundaries of the District unless the aggregate mill levy for payment of Debt of such proposed district, combined with the mill levy for payment of Debt by the District, will not at any time exceed the Maximum Debt Mill Levy of the District.

F. Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Development Plan, the District shall not: (a) issue any Debt; (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any Fees used for the purpose of repayment of Debt.

G. Total Debt Issuance Limitation. The District shall not issue Debt in excess of the Total Debt Issuance Limit.

H. Monies from Other Governmental Sources. The District shall not apply for or accept Colorado Trust Funds, Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and be a revenue source for the District without any limitation.

I. Eminent Domain Limitation. The District shall not exercise the power of eminent domain to obtain any real property owned by the City without the prior written approval of the City Council, as evidenced by resolution after a public hearing thereon.

J. Consolidation Limitation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City.

K. Bankruptcy Limitation. All of the limitations contained in the Service Plan have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

1. Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

2. Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

L. Maximum Debt Mill Levy.

1. The "Maximum Debt Mill Levy" of the District, which shall be subject to the Mill Levy Adjustment, shall be the maximum mill levy the District is permitted to impose upon the Taxable Property within the District for payment of Debt and shall be 25 mills for so long as the total amount of aggregate Debt of the District exceeds fifty percent (50%) of the District's assessed valuation. At such time as the total amount of aggregate Debt of the District is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance of any Debt or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy if End Users cast the majority of affirmative votes taken by the District's Board at the meeting authorizing such action, and, as a result, the mill levy may be such amount as is necessary to pay the debt service on such Debt, and the Board may further provide that such Debt shall remain secured by such increased mill levy, notwithstanding any subsequent change in the District's Debt to assessed value ratio.

2. The "Maximum Operation and Maintenance Mill Levy" of the District, which shall be subject to a Mill Levy Adjustment, shall be the maximum mill levy the District is permitted to impose upon the Taxable Property within the District for payment of administrative, operation and maintenance costs, and shall be 27 mills until such time that the District issues Debt. After the District issues Debt, the Maximum Operation and Maintenance Mill Levy, when combined with the Debt service mill levy imposed for Debt, shall not exceed 27 mills, which combined mill levy limit shall be subject to a Mill Levy Adjustment. The Maximum Operation and Maintenance Mill Levy shall apply to the District's ability to increase its mill levy as necessary for provision of administrative, operation and maintenance services to its taxpayers and service users until such time as End Users cast the majority of affirmative votes taken by the District's Board at a meeting authorizing the elimination of such Maximum Operation and Maintenance Mill Levy, at which time the mill levy may be such amount as is necessary to pay the administrative, operation and maintenance costs.

3. For purposes of the foregoing, once Debt has been determined to be within VI.C.1, above, so that the District is entitled to pledge to its payment an unlimited *ad valorem* mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S., and all other requirements of State law.

All issuances of general obligation Bonds shall be deemed to be in compliance with the Financial Plan so long as the Minimum Criteria, as hereinafter defined, have been met. "Minimum Criteria" shall mean that the general obligation Bonds are: (1) subject to the Maximum Debt Mill Levy; (2) together with other outstanding general obligation Bonds of the District, not in excess of the Total Debt Issuance Limit; (3) together with other outstanding general obligation Bonds of the District, not in excess of the general obligation debt authority provided by the District's electorate; (4) do not allow for the acceleration of Debt as a remedy against the District; and (5) issued in compliance with the applicable requirements of Section 321-1101(6), C.R.S. Any issuance of general obligation Bonds that does not satisfy the Minimum Criteria shall constitute a material modification of this Service Plan and a default under the Service Plan IGA.

The costs of constructing the Public Improvements may be paid from available District mill levy revenues, Debt and/or advances from the Developer. The District shall be authorized to reimburse Developer advances, if any, with interest at a market reasonable rate from District mill levy revenues and/or proceeds from Debt privately placed with the Developer, and other legally available revenues of the District. Any such privately placed Debt shall be subject to the Privately Placed Debt Limitation set forth in Section V.A.4 and the Minimum Criteria. Any Developer advances shall either be paid when bonds are issued by the District or shall be subordinate to any District debt, and only the Developer will hold the instruments evidencing such advances or financing.

In the event that the District determines that it is in the best interests of the District and its taxpayers to issue general obligation Bonds to parties other than the Developer to: (i) reimburse the Developer for Developer advances; (ii) refund or restructure Debt previously placed with the Developer; or (iii) finance Public Improvements, the District shall prepare a plan of finance for the purpose of determining whether the proposed issuance satisfies the Minimum Criteria. The plan of finance will include the amount of Bonds to be issued, uses of proceeds therefrom (including, if any, capitalized interest and costs of issuance), sources of revenues securing repayment of the Bonds and the repayment schedule for the Bonds, all as required by Section 19-5(c)(1)c.1-4 of the Municipal Code. Debt Repayment Sources.

The District may impose mill levies as a primary source of revenue for repayment of debt service and for operations and maintenance. The District may also rely upon various other revenue sources authorized by law. At the Board's discretion, these may include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time. In no event shall the debt service mill levy certified by the District exceed the Maximum Debt Mill Levy.

M. Dissolution. The District shall take all action necessary to dissolve, pursuant to Sections 32-1-701, *et seq.*, C.R.S., if the City files an application with the District no sooner than ten (10) years after the date of organization of the District for dissolution pursuant to Section 32-

1-701 (3), C.R.S., provided that the District has no outstanding debt or outstanding operation and maintenance responsibilities at the time of the request.

N. Meeting Notices/Annual Report. The District shall deliver written notice of every regular or special meeting to the office of the City Clerk, by email, mail or by hand, at least 72 hours prior to such meeting; however, in the event Section 19-5(c)(1)k of the Municipal Code is amended to change the timeframe for this advanced notice requirement, this Agreement and the Service Plan shall be automatically amended to correspond with the updated Municipal Code without further action of City Council. The District shall be responsible for submitting an annual report to the City no later than July 1st of each year following the year in which the Order and Decree creating the District has been recorded.

O. Material Modification. Actions of the District which violate the limitations set forth in Sections A-L above or Chapter 19 of the Municipal Code shall be deemed to be material modifications to the Service Plan requiring amendment of the Service Plan in accordance with the procedural requirements of Chapter 19 of the Municipal Code, and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District. The remedies herein shall be in addition to any remedies the City may have or actions the City may bring under Section 32-1-207, C.R.S., or any other applicable statute. The District shall have thirty (30) days to cure such material modification. If the material modification is of a type that is not capable of being cured within the 30-day period and the District shall give written notice to the City within the 30-day period that it is actively and diligently pursuing the cure, the District will have a reasonable period of time given the nature of the material modification following the end of the 30-day period, but not to exceed sixty (60) days, to cure the material modification, provided that the District is at all times actively and diligently pursuing the cure, failing which, the District will be in default under this Agreement. In the event the District fails to complete the cure or take any action to cure the material modification, the City may impose any sanctions allowed by the Municipal Code or statute. Nothing herein is intended to modify or prevent the use of the provisions of Section 32-1-207(3)(b), C.R.S.

P. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:	Vincent Village Metropolitan District c/o Collins Cockrel & Cole, P.C. 390 Union Boulevard, Suite 390 Denver, Colorado 80228 Attn: Matthew Ruhland Phone: 303-986-1551 Email: mruhland@cccfirm.com
To the City:	City of Fort Lupton 130 South McKinley

Fort Lupton, CO 80621
Attn: Chris Cross
Phone: (720) 466-6103
Fax: (303) 857-0351
Email: CCross@Fortluptonco.gov

With a Copy to: White Bear Ankele Tanaka & Waldron, P.C.
2154 East Commons Avenue, Suite 2000
Centennial, CO 80122
Attention: Jennifer Gruber Tanaka, Esq.
Phone: (303) 858-1800
Fax: (303) 858-1801
Email: jtanaka@wbapc.com

All notices, demands, requests or other communications shall be effective upon such personal delivery, one (1) business day after being deposited with a nationally recognized overnight air courier service, or three (3) business days after deposit in the United States First Class Mail. Each Party may change its address by giving notice to the other party in accordance with the provisions hereof.

Q. Amendment. This Agreement may be amended or terminated in whole or in part by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

R. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void.

S. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

T. Governing Law and Venue. This Agreement shall be governed and construed under the laws of Weld County and the State of Colorado.

U. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

V. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

W. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, teams, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

X. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

Y. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

Z. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this agreement effective as of the date set forth above.

VINCENT VILLAGE METROPOLITAN DISTRICT

By: ____________________________________
President

Attest:

____
Secretary

CITY OF FORT LUPTON, COLORADO

By: ____________________________________
Mayor

Attest:

By: ______________________________
Its: ______________________________

APPROVED AS TO FORM:

____

CITY OF FORT LUPTON
CITY COUNCIL

Zo Stieber, Mayor

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

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

AM 2020-162

ACCEPTING CITY OF FORT LUPTON'S AUDIT REPORT OF FINANCIAL STATEMENTS FOR THE YEAR ENDING DECEMBER 31, 2019

I. **Agenda Date:** Council Meeting – September 15, 2020

II. **Attachments:**
A. Financial Statements
B. Management Letter
C. Governance Letter

III. **Summary Statement:**

CliftonLarsonAllen, LLC has completed their review of the 2019 financial records for the City of Fort Lupton

IV. **Submitted by:** Leann Perino
Leann Perino, Finance Director

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

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

VII. **Attorney Reviewed** Approved ______ Pending Approval

VIII. **Certification of Council Approval:** ______________________ ______
City Clerk Date

IX. Detail of Issue/Request:

The audit and management report have been presented as complete.

The 2019 Comprehensive Annual Financial Statements are available on the City's website at www.fortluptonco.gov under Government Services, Finance Department, and Budget & Resources.

X. Legal/Political Considerations:

Audited Financial Statements are required to be filed with the State of Colorado Auditor every year by July 31 every year. The statements are also filed with the Multiple Securities Rule Making Board (MSRB) every year by June 30 to keep us in compliance with the continuing discloser requirements of our bonds.

XI. Alternatives/Options:

N/A

XII. Financial Considerations:

None

XIII. Staff Recommendation:

Accept the City of Fort Lupton's audited audit report of the Comprehensive Annual Financial Statement for the ended December 31, 2019.

CITY OF Fort Lupton EST 1836

Finance Department

130 S. McKinley Avenue
Fort Lupton, CO 80621

Phone: 303.857.6694
Fax: 303.857.6090

www.FortLuptonCO.gov

MEMO

To: City Council

From: Leann Perino

Date: September 15, 2020

Subject: Responses to Management Letter

The management letter from CliftonLarsonAllen has identified two "Material Weaknesses" and three "Three Other Deficiencies in Internal Control". Below are my responses.

Materials Weakness:

We identified prior period capital assets never recorded in the utility fund. Land & water rights were received as part of a developer agreement in the amounts of $718,820 and $504,000. CLA recommends the City review all developer agreements to ensure all assets received are being accounted for correctly.

> *A restatement of prior financial statements was made for the $1,222,820. This reflects the $504,000 in Fulton Ditch shares and the $718,820 value of the land received, as shown in the annexation agreement. The "Net Position, Beginning of the Year" in the 2019 CAFR is $44,662,036 and should have been $43,439,216 as shown as the "Net Position, End of Year" in the 2018 CAFR.*
> *The loss on the sale of land $(718,820 land value in annexation agreement- $599,160 assessed value of land when sold in 2019 = $119,660 loss on sale) was recognized in 2019 financial statements.*

During fiscal year of 2015, the Golf Course Enterprise Fund issued an offer to purchase any and all outstanding warrants on December 19, 2015. However, it was noted that $1,785,000 was not accepted as part of the tender offer and remained outstanding as of December 31, 2019. As a result, the Golf Course Enterprise Fund should be making payments on principal and interest on the outstanding warrant balance. Through audit procedures we noted these payments were not made and the balance of accrued interest and interest expense was not recorded within the Golf Course Enterprise Fund as of December 31, 2019. As further described in Note 13 to the financial statements, the Golf Course Enterprise Fund is in technical default on the 1996 Revenue Anticipation Warrants.

> *My understanding is we cannot legally make payments on the un-tendered bonds. We are not legally allowed to pay more for the un-tendered bonds than was offered in the tender. The tender offer was $0.208 per share of Senior (A) Warrants, $.025 per share of*

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A1 Warrants, $.025 per share of B registered coupons and $.01 per share of Subordinate B warrants. Only Principal was paid in the tender offer.
Because no interest was paid in the tender offer we decided to stop accruing interest on the untendered warrants in 2019.

Other deficiencies in internal control and other matters:

Technology Users Access:
We noted certain individuals have unrestricted access within the Information Technology System and can add or modify vendors, approve invoices for payment, or edit employee information. These limitations are a result of a small accounting department, which can create a segregation of duty issue.

We do have super users who have administrative permission on Incode the system. This is a necessity with only 5 people in the department. There are checks and balances in place within our department that prevent full control of each module or the system.

Review Documentation:
Through review over control procedures and inquiry of City personnel, certain journal entries initiated by the Finance Director do not go through a review process prior to posting to the general ledger. We recommend the City review its internal control structure and implement a process sand control where all journal entries and other significant reconciliations are review by an individual other than the individual who initiated and records the entry with evidence of review.

There are times when we have been understaffed in the finance department and I have had to do more than just review staff's work. I have been having either Chris Cross of Glenda review and sign my work.

Accounts Receivable:
We identified two audit entries to correct the City's accounts receivable balances in the Recreation center and General Fund totaling $36,918. We recommend the City review the process for identifying year end receivable to ensure the City's accounts receivable balances are correctly stated.

The balances were correctly stated. The accounts receivable module posted entries to the system AR account when invoices were created to bill the Golf Course and the Library for payroll. The general ledger accounts used in the invoicing process are only accessed by the accounts receivable module. Entries were made to a different accounts receivable account to correct the balances. The net effect between general ledger entries in the two accounts receivable accounts was a zero balance in accounts receivable.

CITY OF FORT LUPTON
Colorado

Comprehensive Annual Financial Report For the Year Ended December 31, 2019

Required Supplementary Information:

State Compliance:

INTRODUCTORY SECTION

CITY OF
Fort Lupton
EST 1836
COME PAINT YOUR FUTURE WITH US

Finance Department

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

www.fortlupton.org

July 31, 2020

To: Honorable Mayor Zo Stieber, Members of Council and
Residents of the City of Fort Lupton:

State Law requires that all general-purpose local governments publish within seven months of the close of each fiscal year a complete set of financial statements presented in conformity with accounting principles generally accepted in the United States (GAAP) and audited in accordance with generally accepted auditing standards by a firm of licensed certified public accountants. Pursuant to that requirement, we hereby issue the comprehensive annual financial report of the City of Fort Lupton (the City) for the fiscal year ended December 31, 2019.

This report consists of management's representations concerning the finances of the City. Consequently, management assumes full responsibility for the completeness and reliability of all of the information presented in this report. To provide a reasonable basis for making these representations, management of the City has established a comprehensive internal control framework that is designed both to protect the City's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the City's financial statements in conformity with GAAP. Because the cost of internal controls should not outweigh their benefits, the City's internal controls have been designed to provide reasonable rather than absolute assurance that the financial statements are free from material misstatement. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

CliftonLarsonAllen, LLP, a firm of licensed certified public accountants, has audited the City's financial statements. The goal of the independent audit was to provide reasonable assurance that the financial statements of the City for the fiscal year ended December 31, 2019, are free of material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures inthe financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditor concluded based upon the audit, that there was a reasonable basis for rendering an unmodified opinion that the City's financial statements for the fiscal year ended December 31, 2019, are fairly presented in conformity with GAAP. The independent auditors' report is presented as the first component of the financial section of this report.

GAAP requires that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The City's MD&A can be found immediately following the report of the independent auditors.

The Government Finance Officers Association of the United States and Canada (GFAO) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Fort Lupton for its comprehensive annual financial

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statements for the fiscal year ended December 31, 2019. In order to be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized comprehensive annual financial report. This report must satisfy both generally accepted accounting principles and applicable requirements.

A Certificate of Achievement is valid for a period of one year only. We believe that our current comprehensive annual financial report continues to meet the Certificate of Achievement Program's requirements and we are submitting it to the GFOA to determine its eligibility for another certificate.

PROFILE OF THE CITY

The City is located in Weld County along State Highway 85 approximately 30 miles north of Denver. Fort Lupton encompasses 26 square miles and serves approximately 7,420 residents.

The City is the oldest continuously inhabited settlement in Weld County, founded in 1836 as a trading post on the banks of the South Platte River and was incorporated in 1890. The City operates under the council – manager form of government. Legislative and policy making authority are vested in the City Council, consisting of a mayor and six council members. The mayor is elected at large and the council is elected by wards. The mayor and council members are elected to four year staggered terms with three to four members being elected every two years.

The Council is responsible for passing ordinances, adopting the annual budget, appointing committees, hiring the city administrator, clerk, attorney and judge. The city administrator is responsible for carrying out policies and ordinances passed by the council and appointing heads of departments to oversee the operations of the City.

The City provides a range of services to its residents including: police protection courts, municipal water, sanitary sewer and storm water, construction and maintenance of streets, parks and trails, recreation center and golf course facilities, cultural events, planning, development, code enforcement and general government services.

LOCAL ECONOMY

City's general fund revenues are derived 29% from sales taxes and 35% from property tax. These taxes are used to provide services such as police, parks, municipal court, planning and economic development, and general governmental services. In addition to services the tax revenue in the general fund also provided for street maintenance and repair and the purchase of water. The major sources of the tax revenue within the City are oil & gas, grocery stores, auto sales, and restaurants.

Four of the top ten major employers in the City are in the oil and gas industry or related services. In 2019 the employment statistics show an increase in employment in the top oil and gas companies located in Fort Lupton. The 2019 increase in City sales tax of 6% is related to the oil & gas industry. The property tax valuation for 2017, taxes collected in 2019, increased 14%, due to construction of new homes and commercial property and increase in oil & gas extraction within the City.

Finance Department

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LONG-TERM FINANCIAL PLANNING

The annual budget and the six year capital improvement plan are the tools used by the City to project cash flows needed for improvements. Every department of the City is required to submit a capital request and six year improvement plan by the end of July and a budget request for the following year, by the beginning of September. The Finance Department presents the budget to the City Administrator and Council for review and amendment before October 31st. Public hearings are held and the Council adopts the budget before December 15th.

The City monitors the budget throughout the year and makes adjustments as necessary to provide services and infrastructure improvements.

Sincerely,

Leann Perino
Finance Director

CITY OF FORT LUPTON
PRINCIPAL OFFICIALS
OF THE PRIMARY GOVERNMENTS

CITY COUNCIL

ZO STIEBER
Mayor
At-Large

SHANNON RHODA
Council Member Ward 1
Mayor Pro-Tem

DAVID CRESPIN
Council Member
Ward 1

CHRIS CERETTO
Council Member Ward 2
Treasurer

TOMMY HOLTON
Council Member
Ward 2

MICHAEL SANCHEZ
Council Member
Ward 3

BRUCE FITZGERALD
Council Member
Ward 3

LEGAL AND COURT

ANDREW AUSMUS
City Attorney

LOUIS A. GRESH
Municipal Court Judge

CITY ADMINISTRATION

CHRIS CROSS
City Administrator

GLENDA ARETXULOETA
Assistant City Administrator

LEANN PERINO
Finance Director

Maricela Pena
City Clerk

JOHN FRYAR
Public Safety Director

JEANELLE ANDERSEN
Court Coordinator

LAURA HOWE
Human Resource Manager

MONTY SCHUMAN
Recreation Director

ROY VESTAL
Public Works Manager

CHRISTOPHER NELSON
Facility Safety & Risk Manager

TYLER TARPLEY
Golf Course Manager

SARA FRANK
Library Director

TODD HODGES
City Planner
Todd Hodges Designs LLC

JON MAYS
Wastewater/Water Plant
Operator - OMI

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Fort Lupton

Colorado

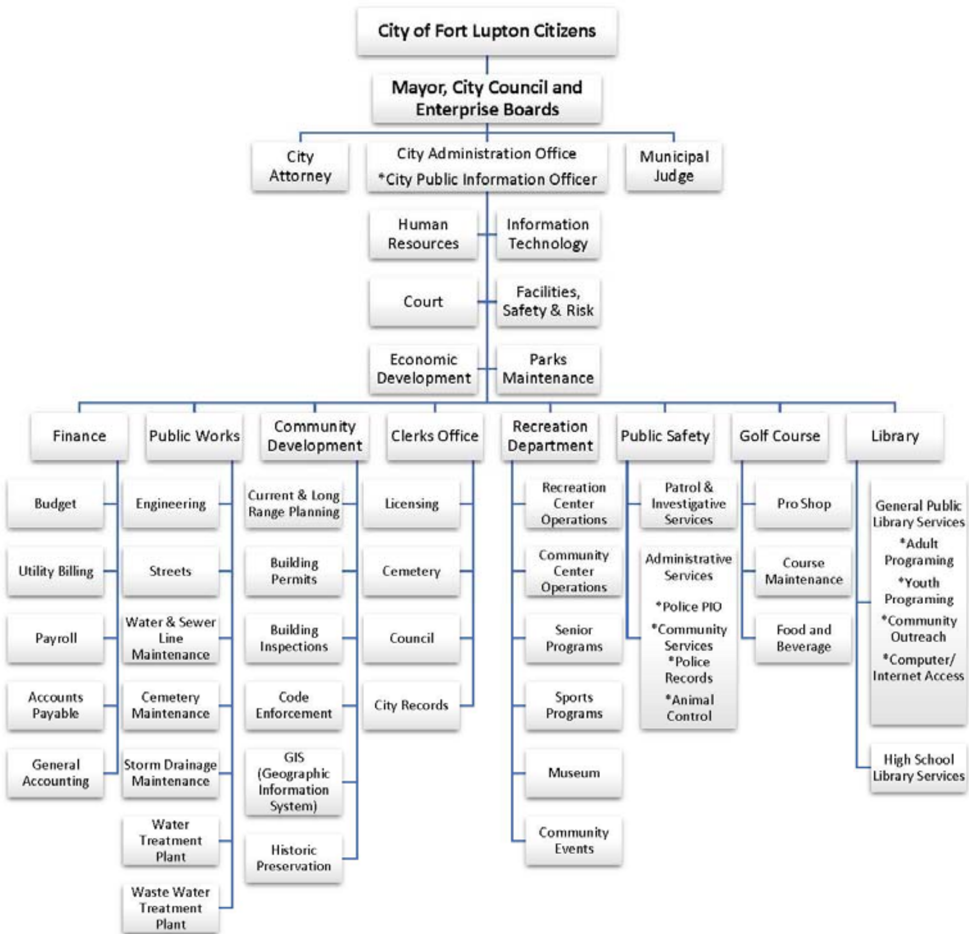
For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

December 31, 2018

Christopher P. Morrill

Executive Director/CEO

CITY OF FORT LUPTON
2020 FUNCTIONAL ORGANIZATIONAL CHART



FINANCIAL SECTION

CliftonLarsonAllen LLP
CLAconnect.com

INDEPENDENT AUDITORS' REPORT

City Council
City of Fort Lupton
Fort Lupton, Colorado

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Fort Lupton, as of and for the year ended December 31, 2019, and the related notes to the financial statements, which collectively comprise the entity's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Fort Lupton as of December 31, 2019, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of a Matter

As discussed in footnote 17, beginning net position of the City was restated to reflect the correction of Land and Water Rights owned by the City that were not reported in net position in previous fiscal years. As a result, the beginning net position was restated to reflect the balance of water rights and land owned by the City in previous fiscal years. As a result, our opinion was not modified with respect to the restatement

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and general fund budgetary comparison schedule as listed in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Fort Lupton's basic financial statements. The introductory section, combining and individual fund statements and schedules, statistical section and the local highway finance report are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining and individual fund statements and schedules and the local highway finance report are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual fund statements and schedules and the local highway finance report are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on them.

CliftonLarsonAllen LLP

Broomfield, Colorado

July 31, 2020

This discussion and analysis of the City's financial performance provides an overview of the City's financial activities for the fiscal year ended December 31, 2019. Please read it in conjunction with the transmittal letter and the City's financial statements.

FINANCIAL HIGHLIGHTS

- The City's financial position continues to be strong and improving during 2019.
- The City's assets exceeded liabilities and deferred inflows of resources by $99,042,197 at the end of 2019. Of this amount $15,938,512 or 16% is unrestricted and may be used to meet the government's ongoing obligations to citizens and creditors. The remaining $83,103,685 includes $72,434,352 invested in capital assets and $10,669,333 restricted by agreement or regulation.
- The City's total net position increased by $9,821,408 in 2019. $8,221,891 of the increase was in the Governmental Activities. In the Governmental Activities current assets increased $10,696,739 current liabilities increased $175,085, and deferred inflows of resources increased $3,861,839.
- The City's General Fund balance was $17,484,322 as of December 31, 2019; which is an increase of $6,010,650 from the previous year. The unassigned fund balance in 2019 is $10,226,089 or 97% of expenditures.
- The enterprise funds had an unrestricted net position of $5,584,067, an increase of $2,081,410 or 59% at the end of 2019.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The basic financial statements contain three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. In addition to the basic statements, this report also contains other supplementary information including combining statements for non-major funds, and individual fund statements.

Government-Wide Financial Statements The *government-wide financial statements* are designed to provide readers with a broad overview of the City's finances in a manner similar to a private sector business.

The *statement of net position* presents information on all of the City's assets, liabilities and deferred inflows of resources with the difference reported as *net position.* Over time, increases or decreases in net position may serve as a useful indicator of whether the City's financial position is improving or deteriorating.

The *statement of activities* presents information showing how the government's assets changed during the fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows.* Thus, revenues and expenses are reported in the statement for some items that will only result in cash flows in future fiscal periods.

Both of the government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenue *(governmental activities)* from other functions that are intended to recover all or a significant portion of their cost through user fees and charges *(business-type activities).* The City's governmental activities include general government, public safety, public works, parks and recreation, and other auxiliary services. The business-type activities include water treatment, sewage treatment, storm water drainage, recreation center, and a golf course.

Fund Financial Statements A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into two categories: governmental funds and proprietary funds.

Governmental Funds *Governmental funds* are used to account for essentially the same function as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows* of spendable resources, as well as on the balance of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds and governmental activities*.

The City maintains five individual governmental funds. Information is presented separately in the governmental funds balance sheet and the governmental funds statement of revenues, expenditures, and changes in fund balance for the General Fund, which is considered to be the City's only major fund. Data from the other four funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major funds is provided in the form of *combining statements* elsewhere in the report.

The basic governmental fund financial statements can be found from pages 21 through 24 of this report.

Proprietary Funds The City maintains four operations that are considered enterprise in nature. The four e*nterprise funds* are the Recreation Center, Utility Fund, Storm Water Drainage Fund and the Golf Fund that are presented in the *business-type activities* in the government-wide financial statements.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the Recreation Center, Utility Fund, Storm Water Drainage Fund and the Golf Fund, which are all considered major funds of the City.

The basic proprietary fund financial statements can be found on pages 25 through 28 of this report.

Budget Comparisons The City adopts an annual appropriated budget for all of its funds. A budgetary comparison statement has been provided for all governmental and enterprise funds to demonstrate compliance with the budgets.

Notes to Financial Statements The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found immediately following the financial statements.

Other Information In addition to the financial statements and accompanying notes this report also includes required and other supplementary information.

CITY-WIDE FINANCIAL ANALYSIS

Net position As noted earlier, net position may serve over time as a useful indicator of a government's financial position. As of December, 31, 2019, assets exceeded liabilities and deferred inflows of resources by $99,042,197.

The following table provides a summary of the City's governmental and business-type net position for 2018 and 2019.

Table 1
Net Position
(in thousands)

	Governmental Activities		Business-Type Activities		Total	
	2019	2018	2019	2018	2019	2018
ASSETS						
Current and Other Assets	$ 28,670	$ 17,973	$ 12,593	$ 10,115	$ 41,263	$ 28,088
Capital Assets	29,949	28,377	82,629	82,835	112,578	111,212
Total Assets	58,619	46,350	95,222	92,950	153,841	139,300
LIABILITIES						
Current Liabilities	730	555	5,842	5,844	6,572	6,399
Long-Term Liabilities	225	215	37,308	38,418	37,533	38,633
Total Liabilities	955	770	43,150	44,262	44,105	45,032
DEFERRED INFLOWS OF RESOURCES						
Property Taxes	8,776	4,915	1,918	1,356	10,694	6,271
NET POSITION						
Net Invesment in Capital Assets	29,949	28,377	42,485	41,640	72,434	70,017
Restricted	8,585	5,781	2,085	2,189	10,670	7,970
Unrestricted	10,354	6,508	5,584	3,503	15,938	10,011
Total Net Position	$ 48,888	$ 40,666	$ 50,154	$ 47,332	$ 99,042	$ 87,998

A significant portion of the City's net position (80%) reflects its investment in capital assets. These assets include land, buildings, machinery, equipment, and infrastructure. These capital assets are used to provide services to citizens; consequently, they are not available for future spending. Although the investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources since the capital assets themselves cannot be used to liquidate these liabilities.

Another small portion of the City's net position (9%) represents resources that are subject to external restrictions and City ordinance on how they may be used. 2% of the funds are restricted for the payment of debt. 7% of the funds have been legally restricted by ordinance for the purchase and maintenance of infrastructure. 1.2% of funds have been restricted by ordinance for use in parks and recreation. 0.4% of the funds have been restricted by the State of Colorado Conservation Trust Fund for use in parks and recreation.

Changes in Net Position Governmental and Business-type activities increased the City's net position by $9,821,408 in 2019. The following table indicates the changes in net position for governmental and business-type activities in 2019.

Table 2
Changes in Net Position
(in thousands)

	Governmental Activities		Business-Type Activities		Total	
	2019	2018	2019	2018	2019	2018
Program Revenues						
Charges for Services	$ 1,480	$ 1,848	$ 7,846	$ 7,517	$ 9,326	$ 9,365
Operating Grants & Contributions	228	191	-	-	228	191
Capital Grants & Contributions	1,015	985	1,498	658	2,513	1,643
General Revenues						
Sales Tax	8,259	5,603	-	-	8,259	5,603
Property Tax	4,893	2,941	1,365	1,060	6,258	4,001
Other Taxes	1,670	1,433	-	-	1,670	1,433
Other Revenue	1,219	1,070	188	180	1,407	1,250
Total Revenues	18,764	14,071	10,897	9,415	29,661	23,486
Expenses						
General Government	3,544	3,730	-	-	3,544	3,730
Public Safety	2,282	1,920	-	-	2,282	1,920
Public Works	2,220	1,963	-	-	2,220	1,963
Culture, Parks, Recreation	723	696	1,779	1,503	2,502	2,199
Other	1,102	1,814	-	57	1,102	1,871
Utilities	-	-	6,705	6,752	6,705	6,752
Storm Water Drainage	-	-	48	48	48	48
Golf	-	-	1,436	1,394	1,436	1,394
Total Expenses	9,871	10,117	9,968	9,754	19,839	19,871
CHANGE IN NET POSITION BEFORE TRANSFERS	8,893	3,954	929	(339)	9,822	3,615
Transfers						
Gain on Extinguishment of Debt	(671)	(980)	671	980	-	-
CHANGE IN NET POSITION AFTER TRANSFERS	8,222	2,974	1,600	641	9,822	3,615
Net Position - Beginning of Year (As Restated)	40,666	37,692	48,555	46,691	89,221	84,383
NET POSITION - END OF YEAR	$ 48,888	$ 40,666	$ 50,155	$ 47,332	$ 99,043	$ 87,998

Governmental Activities Governmental activities increased the City's net position by $8,221,891 in 2019. Key elements of this increase are as follows:

- Revenues increased $4,691,785 or 33% primarily in property (39% increase) and sales taxes (33%) due to an increase in oil and gas production.
  - Expenses decreased $247,429. In 2018 the City was the grantee of a State of Colorado third party grant to the Colorado Mounted Rangers for. This accounted for higher expenditures in 2018.

Business-type Activities Business-type activities increased the City's net position by $1,599,517 in 2019. The key elements are as follows:

- Revenues increased $1,469,942 or 16% primarily from infrastructure assessments on industrial building permits.
- Expenses increased $202,158 or 2% due to the loss on sale of assets.

FINANCIAL ANALYSIS OF THE CITY'S FUNDS

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds Overview The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, unrestricted fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

At the end of 2019, the combined ending fund balance of the City's government funds was $19,250,778, with $10,184,964 unassigned, which is available as working capital and for current spending in accordance with the purposes of specific funds.

The City has one major governmental fund. The General Fund:

1. General Fund. This is the primary operating fund of the City. It accounts for many of the City's core services, such as law enforcement, legal and court, public works, planning, finance and administration. The general fund balance was $17,484,322 as of December 31, 2019, of which $10,226,089 was unassigned. The 2019 general fund balance increased $6,010,650. This fund generates a 1% sales tax reserved for the operation and maintenance of the water treatment facility, as well as purchase of water for future needs. The fund also collects a ½ % sales tax reserved for street improvements and maintenance. The water and street sales tax accounts for 55% of the $3,734,789 restricted balance in the general fund.

PROPRIETARY FUNDS OVERVIEW

The City's proprietary fund statements provide the same information found in the government-wide statements, but in more detail. The City has four enterprise-type funds. These are 1) Utility Enterprise Fund, 2) Storm Water Drainage Fund, 3) Golf Course Fund, and 4) Recreation Center Fund.

1. Utility Enterprise Fund - This fund generates revenue through billings for water and sewer usage in the incorporated area of the City. Funds are utilized for the maintenance of the sewer treatment plant, water treatment plant, and the various water and sewer infrastructure for the City. The net position for this fund was $46,003,640 up $1,341,604 from 2018, with 1% of the assets obligated to debt service. The increase was due to an increase in water and sewer users.
2. Storm Water Drainage Fund – This fund was created to address storm water issues in the City and has accumulated $1,493,007 in unrestricted funds for this purpose by year end.
3. Golf Course Fund - This fund accounts for the operation of the Coyote Creek Golf Course, which is City owned. At year end the golf course net position was ($590,517), a decrease of 44%. The decrease is largely due to expenses made golf cart path repaving and increases in salary to meet the Colorado minimum wage.
4. Recreation Center Fund - The recreation center opened in 2004 and provides various activities for the citizenry of all ages. At year end the net position totaled $1,977,326, up 4% from 2018 largely due to operating transfers from the Culture, Parks and Recreation Sales Tax Fund.

GENERAL FUND BUDGETARY HIGHLIGHTS

The City's budget is prepared according to Colorado statutes. The most significant budgeted fund is the General Fund; excluding funds consolidated with the General Fund for reporting purposes (see General Fund Budgetary Comparison Schedule in Required Supplementary information).

The Council appropriated $13,275,172 for general fund expenditures and other financing uses, no reserves. The budget was amended to include an additional $1,333,847 in expenditures.

Table 3
2019 General Fund Budget

	Original Budget	Amendments	Final Budget	Actual
Revenue and other Financing Sources	$12,257,661	$108,815	$12,366,476	$13,640,818
Expenditures and other financing uses	$10,107,306	$ 1,333,847	$11,441,153	$9,688,401

Actual expenditures were within the budgetary limits. General government expenditures of $9,688,401 came in $4,159,293 under budget, largely due to uncompleted capital projects were not completed.

The under budgeted revenue of $1,260,197 is a result a change in Colorado law allowing statutory cities to collect sales tax on purchases not made within the city.

The ending fund balance increased $3,862,262 from the prior year.

CAPITAL ASSET AND DEBT ADMINISTRATION

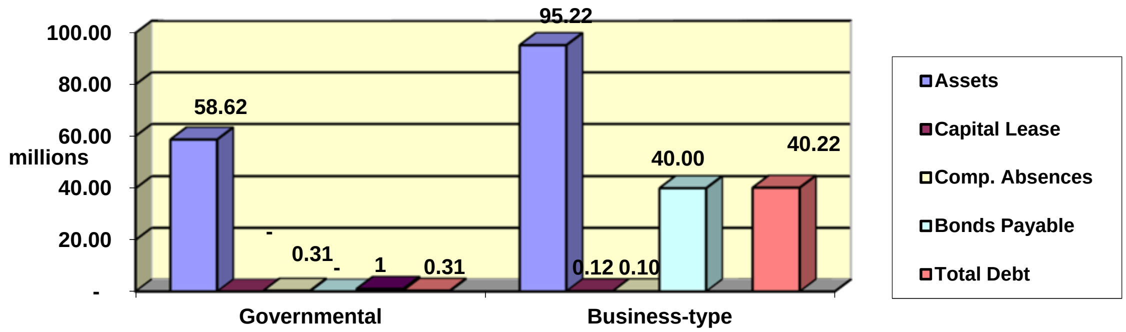
Capital Assets The City's investment in capital assets for its governmental and business-type activities as of December 31, 2019 totals $112,578,166 (net of accumulated depreciation). This investment includes land, buildings, machinery, equipment, and infrastructure. The increase in investment in capital assets for the current fiscal year is $3,375,206 including infrastructure improvements and the purchase of fifteen acres of land for future constructions of a new city hall.

Additional information on the City's capital assets can be found in Note 5 of this report.

Long-Term Debt At December 31, 2019, the City had outstanding long-term debt totaling $37.5 million. This debt consists of: 1) bonds payable; 2) notes payable; 3) capital leases; and 4) compensated absences payable.

A debt limit is not imposed by the State of Colorado, but it is measured by the worth of the entity. Below is a graphic presentation of each of the debt segments compared to the assets of the City segregated into governmental and business-type activities:

Table 4
Debt compared to Asset (in millions)



Additional information on the City's debt can be found in Notes 6.

Other matters: The following factors are expected to have a significant effect on the City's financial position or results of operations and were taken into account in developing the 2019 budget.

- The Planning director continues to work with landowners as the annexation demand is increasing monthly. He continues to assist developers in their site plan review process to assure proper infrastructure is in place on each annexation.
- The City Council is supportive of the development plan for the City, which will position us well for the upcoming growth and development that the City should experience.
- An increase in oil and gas production within the City contributed to an increase in property tax revenue.

REQUESTS FOR INFORMATION

This financial report is designed to provide a general overview of the City's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this or for additional financial information should be addressed to the Fort Lupton City Administrator, 130 South McKinley Avenue, Fort Lupton, CO 80621.

CITY OF FORT LUPTON

STATEMENT OF NET POSITION
December 31, 2019

	Primary Government			Component Units	
	Governmental Activities	Business-Type Activities	Total	Public and School Library	Fort Lupton Urban Renewal Authority
ASSETS					
CURRENT ASSETS					
Cash and Investments	$ 17,461,320	$ 8,392,000	$ 25,853,320	$ 8,099,256	$ 356,359
Restricted Cash	43,196	2,141,419	2,184,615	114,668	-
Receivables:					
Accounts	348,788	539,556	888,344	334	-
Sales Taxes	1,157,812	-	1,157,812	-	-
Property Taxes	8,776,472	1,918,187	10,694,659	-	224,412
Internal Balance	861,286	(861,286)	-	-	-
Prepaid Items	21,112	145,644	166,756	-	-
Other Assets	-	317,848	317,848	-	-
Total Current Assets	28,669,986	12,593,368	41,263,354	8,214,258	580,771
LONG-TERM ASSETS					
Capital Assets					
Nondepreciable Capital Assets	11,475,670	47,035,107	58,510,777	102,376	-
Depreciable Capital Assets, Net	18,473,326	35,594,063	54,067,389	6,014	-
Total Long-Term Assets	29,948,996	82,629,170	112,578,166	108,390	-
Total Assets	58,618,982	95,222,538	153,841,520	8,322,648	580,771
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION					
CURRENT LIABILITIES					
Accounts Payable	338,987	449,639	788,626	64,041	25,576
Accrued Expenses	248,650	2,405,888	2,654,538	30,050	-
Bonds Payable - Current	-	2,609,012	2,609,012	-	-
Notes Payable - Current	-	172,503	172,503		
Capital Lease - Current	-	123,815	123,815		-
Payment in Lieu of Water	-	54,000	54,000	-	-
Compensated Absences - Current	87,318	27,090	114,408	8,590	-
Unearned Revenue	55,099	-	55,099	-	-
Total Current Liabilities	730,054	5,841,947	6,572,001	102,681	25,576
LONG-TERM LIABILITIES					
Bonds Payable - Long-Term	-	32,089,441	32,089,441	-	-
Notes Payable - Long-Term	-	5,149,035	5,149,035	-	45,000
Compensated Absences Payable	224,532	69,655	294,187	22,090	-
Total Long-Term Liabilities	224,532	37,308,131	37,532,663	22,090	45,000
Total Liabilities	954,586	43,150,078	44,104,664	124,771	70,576
DEFERRED INFLOWS OF RESOURCES					
Property Tax Revenue	8,776,472	1,918,187	10,694,659	-	224,412
Total Deferred Inflows of Resources	8,776,472	1,918,187	10,694,659	-	224,412
NET POSITION					
Net Investment in Capital Assets	29,948,996	42,485,358	72,434,354	108,390	-
Restricted for Debt Service	-	2,032,689	2,032,689	-	-
Restricted for Streets & Water Projects	6,233,502	-	6,233,502	-	-
Restricted for Culture, Parks & Recreation	1,718,930	-	1,718,930	-	-
Restricted for Cemeteries	40,959	-	40,959	-	-
Restricted for Donations	22,227	-	22,227	114,668	-
Restricted for Police Evidence	7,745	-	7,745	-	-
Restricted for Emergencies	561,122	52,159	613,281	83,690	6,591
Unrestricted	10,354,443	5,584,067	15,938,510	7,891,129	279,192
Total Net Position	$ 48,887,924	$ 50,154,273	$ 99,042,197	$ 8,197,877	$ 285,783

See accompanying Notes to Financial Statements.

CITY OF FORT LUPTON

STATEMENT OF ACTIVITIES
For the Year Ended December 31, 2019

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions
Primary Government				
General Government	$ 3,543,557	$ 403,619	$ 124,860	$ 1,014,444
Public Safety	2,281,515	413,969	7,680	-
Public Works	2,220,165	445,717	-	-
Culture, Parks, & Recreation	723,355	216,161	95,006	-
Other	1,102,342	-	-	-
Total Government Activities	9,870,934	1,479,466	227,546	1,014,444
Business-Type Activities				
Utilities	6,705,036	5,835,302	-	1,497,675
Storm Water Drainage	47,924	394,967	-	-
Golf	1,436,023	1,243,721	-	-
Recreation	1,778,907	371,583	-	-
Total Business-Type Activities	9,967,890	7,845,573	-	1,497,675
Total Primary Government	$ 19,838,824	$ 9,325,039	$ 227,546	$ 2,512,119
Component Units				
Public and School Library	$ 878,446	$ 46,013	$ 2,743,657	$ -
Fort Lupton Urban Renewal Authority	71,139	219,697	-	-
Total Component Unit	$ 949,585	$ 265,710	$ 2,743,657	$ -

General Reveues
- Taxes
  - Sales and Use Taxes
  - Property
  - Other
- Investment Earnings
- Miscellaneous
- Enhancement Fees
- Transfers
  - Total General Revenues and Transfers

Change in Net Position

Net Position - Beginning of Year (As Restated)

NET POSITION - END OF YEAR

See accompanying Notes to Financial Statements.

CITY OF FORT LUPTON

STATEMENT OF ACTIVITIES
For the Year Ended December 31, 2019

Net (Expense) Revenue and Change in Net Position				
Governmental Activities	Business-Type Activities	Totals	Public and School Library	Fort Lupton Urban Renewal Authority
$ (2,000,634)	$ -	$ (2,000,634)	$ -	$ -
(1,859,866)	-	(1,859,866)	-	-
(1,774,448)	-	(1,774,448)	-	-
(412,188)	-	(412,188)	-	-
(1,102,342)	-	(1,102,342)	-	-
(7,149,478)	-	(7,149,478)	-	-
-	627,941	627,941	-	-
-	347,043	347,043	-	-
-	(192,302)	(192,302)	-	-
-	(1,407,324)	(1,407,324)	-	-
-	(624,642)	(624,642)	-	-
(7,149,478)	(624,642)	(7,774,120)	-	-
$ -	$ -	$ -	$ 1,911,224	$ -
-	-	-	-	148,558
-	-	-	1,911,224	148,558
8,258,952	-	8,258,952	-	-
4,893,291	1,365,580	6,258,871	-	-
1,670,385	-	1,670,385	-	-
143,304	173,260	316,564	-	-
1,075,941	2,815	1,078,756	-	-
-	12,000	12,000		
(670,504)	670,504	-	-	-
15,371,369	2,224,159	17,595,528	-	-
8,221,891	1,599,517	9,821,408	1,911,224	148,558
40,666,033	48,554,756	89,220,789	6,286,653	137,225
$ 48,887,924	$ 50,154,273	$ 99,042,197	$ 8,197,877	$ 285,783

See accompanying Notes to Financial Statements.

CITY OF FORT LUPTON

BALANCE SHEET
GOVERNMENTAL FUNDS
December 31, 2019

	General	Nonmajor Governmental Funds	Totals
ASSETS			
Cash	$ 15,727,494	$ 1,733,826	$ 17,461,320
Restricted Cash	25,000	18,196	43,196
Receivables:			
Accounts	347,908	880	348,788
Property Taxes	8,776,472	-	8,776,472
Sales Tax	1,017,979	139,833	1,157,812
Prepaid Items	19,797	1,315	21,112
Due from Other Funds	951,815	-	951,815
Total Assets	$ 26,866,465	$ 1,894,050	$ 28,760,515
LIABILITIES			
Accounts Payable	$ 325,779	$ 13,208	$ 338,987
Accrued Expenditures	224,793	23,857	248,650
Unearned Revenue	55,099	-	55,099
Due to Other Funds	-	90,529	90,529
Total Liabilities	605,671	127,594	733,265
DEFERRED INFLOWS OF RESOURCES			
Property Taxes	8,776,472	-	8,776,472
Total Deferred Inflows of Resources	8,776,472	-	8,776,472
FUND BALANCES			
Nonspendable	19,797	1,315	21,112
Restricted	6,778,210	1,806,266	8,584,476
Committed	201,489	-	201,489
Assigned	258,737	-	258,737
Unassigned	10,226,089	(41,125)	10,184,964
Total Fund Balances	17,484,322	1,766,456	19,250,778
Total Liabilities, Deferred Inflows of Resources and Fund Balances	$ 26,866,465	$ 1,894,050	$ 28,760,515

See accompanying Notes to Financial Statements.

CITY OF FORT LUPTON

RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS TO THE STATEMENT OF NET POSITION – GOVERNMENTAL ACTIVITIES

December 31, 2019

Amounts Reported for Governmental Activities in the Statement of Net Position are Different Because:

Total Fund Balances of Governmental Funds	$ 19,250,778
Capital assets used in governmental activities are not financial resources, and therefore, are not reported in governmental funds.	
Cost	52,908,157
Less Accumulated Depreciation	(22,959,161)
	29,948,996
Liabilities, including compensated absences are	
Compensated Absences	(311,850)
Total Net Position of Goernmental Activities	$ 48,887,924

See accompanying Notes to Financial Statements.

CITY OF FORT LUPTON

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGE SIN FUND BALANCE
GOVERNMENTAL FUNDS
For the Year Ended December 31, 2019

	General	Nonmajor Governmental Funds	Totals
REVENUES			
Taxes and Assessments	$ 12,582,180	$ 1,032,369	$ 13,614,549
Licenses and Permits	319,816	-	319,816
Intergovernmental	1,217,512	93,482	1,310,994
Charges for Services	691,290	171,753	863,043
Fines and Forfeitures	308,707	-	308,707
Other	2,012,696	248,578	2,261,274
Total Revenues	17,132,201	1,546,182	18,678,383
EXPENDITURES			
Current			
General Government	3,404,409	-	3,404,409
Public Safety	2,186,164	-	2,186,164
Public Works	1,024,374	-	1,024,374
Culture, Parks, and Recreation	-	771,873	771,873
Other	941,633	-	941,633
Capital Outlay	2,954,104	146,589	3,100,693
Total Expenditures	10,510,684	918,462	11,429,146
Revenues Over (Under) Expenditures	6,621,517	627,720	7,249,237
OTHER FINANCING SOURCES (USES)			
Transfers In	-	149,469	149,469
Transfers Out	(695,826)	(124,147)	(819,973)
Insurance Proceeds	59,314	-	59,314
Proceeds from Sale of Capital Assets	25,645	-	25,645
Total Other Financing Sources (Uses)	(610,867)	25,322	(585,545)
Net Change in Fund Balances	6,010,650	653,042	6,663,692
Fund Balances - Beginning of Year	11,473,672	1,113,414	12,587,086
FUND BALANCES - END OF YEAR	$ 17,484,322	$ 1,766,456	$ 19,250,778

See accompanying Notes to Financial Statements.

CITY OF FORT LUPTON

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES – GOVERNMENTAL ACTIVITIES

For the Year Ended December 31, 2019

Amounts Reported for Governmental Activities in the Statement of Activities are Different Because:

Net Change in Fund Balances of Governmental Funds	$ 6,663,692
Governmental funds report capital outlays as expenditures. However, in the Statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense	
Depreciation Expense	(1,528,646)
Capital Additions	3,100,693
	1,572,047
Compensated absences reported in the statement of activities, do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds.	
Balance at 12/31/2018	298,002
Balance at 12/31/2019	(311,850)
	(13,848)
Elimination of transfers between governmental funds	
Transfers In	670,504
Transfers Out	(670,504)
	-
Change in Net Position of Governmental Activities	$ 8,221,891

See accompanying Notes to Financial Statements.

CITY OF FORT LUPTON

STATEMENT OF NET POSITION
PROPRIETARY FUNDS
December 31, 2019

	Utililty Enterprise Fund	StormWater Drainage Fund	Golf Course Fund	Recreation Center Fund	Total
ASSETS					
CURRENT ASSETS					
Cash and Cash Equivalents	$ 6,476,556	$ 1,476,378	$ 428,506	$ 10,560	$ 8,392,000
Restricted Cash	2,141,419	-	-	-	2,141,419
Receivables:					
Accounts Receivable	480,639	17,538	330	41,049	539,556
Property Tax Receivable	-	-	-	1,918,187	1,918,187
Inventory	-	-	42,446	-	42,446
Prepaid Items	143,477	23	-	2,144	145,644
Total Current Assets	9,242,091	1,493,939	471,282	1,971,940	13,179,252
NONCURRENT ASSETS					
Non-Depreciable					
Land	372,077	-	3,383,203	-	3,755,280
Water Rights	42,946,216	-	-	-	42,946,216
Construction in Progress	333,611	-	-	-	333,611
Depreciable					
Wells	1,027,539	-	-	-	1,027,539
Buildings	13,226,662	-	1,626,800	6,973,205	21,826,667
Utility System	33,417,687	1,376,332	-	-	34,794,019
Equipment	3,292,728	-	780,680	379,398	4,452,806
Total	94,616,520	1,376,332	5,790,683	7,352,603	109,136,138
Less Accumulated Depreciation	(20,582,101)	(105,515)	(1,953,140)	(3,866,212)	(26,506,968)
Total Noncurrent Assets	74,034,419	1,270,817	3,837,543	3,486,391	82,629,170
OTHER ASSETS					
Inclusion Fee	275,402	-	-	-	275,402
Total Other Assets	275,402	-	-	-	275,402
Total Assets	$ 83,551,912	$ 2,764,756	$ 4,308,825	$ 5,458,331	$ 96,083,824

See accompanying Notes to Financial Statements.

CITY OF FORT LUPTON

STATEMENT OF NET POSITION
PROPRIETARY FUNDS
December 31, 2019

	Utililty Enterprise Fund	StormWater Drainage Fund	Golf Course Fund	Recreation Center Fund	Total
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND EQUITY					
CURRENT LIABILITIES					
Accounts Payable	$ 382,337	$ -	$ 51,431	$ 15,871	$ 449,639
Due to Other Funds	-	-	789,880	71,406	861,286
Accrued Expenses	135,479	694	2,227,251	42,464	2,405,888
Loans Payable	172,503	-	-	-	172,503
Bonds Payable	375,101	-	1,785,000	448,911	2,609,012
Current Leases Payable	123,815	-	-	-	123,815
Payment in Lieu of Water	54,000	-	-	-	54,000
Compensated Absences	8,532	67	12,819	5,672	27,090
Total Current Liabilities	1,251,767	761	4,866,381	584,324	6,703,233
LONG-TERM LIABILITIES					
Bonds Payable	31,125,532	-	-	963,909	32,089,441
Loans Payable	5,149,035	-	-	-	5,149,035
Compensated Absences	21,938	171	32,961	14,585	69,655
Total Long-Term Liabilities	36,296,505	171	32,961	978,494	37,308,131
Total Liabilities	37,548,272	932	4,899,342	1,562,818	44,011,364
DEFERRED INFLOWS OF RESOURCES					
Property Tax Revenue	-	-	-	1,918,187	1,918,187
Total Deferred Inflows of Resources	-	-	-	1,918,187	1,918,187
NET POSITION					
Net Investment in Capital Assets	37,088,428	1,270,817	2,052,543	2,073,570	42,485,358
Restricted for Debt Service	2,032,689	-	-	-	2,032,689
Restricted for Emergencies	-	-	-	52,159	52,159
Unrestricted	6,882,523	1,493,007	(2,643,060)	(148,403)	5,584,067
Total Net Position	46,003,640	2,763,824	(590,517)	1,977,326	50,154,273
Total Liabilities, Deferred Inflows of Resources and Net Position	$ 83,551,912	$ 2,764,756	$ 4,308,825	$ 5,458,331	$ 96,083,824

See accompanying Notes to Financial Statements.

CITY OF FORT LUPTON

STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
PROPRIETARY FUNDS
For the Year Ended December 31, 2019

	Utililty Enterprise Fund	StormWater Drainage Fund	Golf Course Fund	Recreation Center Fund	Totals
OPERATING REVENUES					
Charges for Services	$ 4,818,689	$ 394,967	$ 894,017	$ 350,872	$ 6,458,545
Sales of Merchandise	-	-	324,214	-	324,214
Other Income	1,016,613	-	25,490	20,711	1,062,814
Total Operating Revenues	5,835,302	394,967	1,243,721	371,583	7,845,573
OPERATING EXPENSES					
Salaries and Benefits	545,331	14,562	642,178	828,956	2,031,027
Professional Fees	122,503	-	14,813	-	137,316
Contract Management	1,028,580	-	-	-	1,028,580
Insurance	73,270	-	11,194	16,582	101,046
Maintenance	434,697	-	39,569	57,596	531,862
Merchandise for Resale	-	-	164,709	1,044	165,753
Supplies	139,756	188	120,600	58,310	318,854
Utilities	235,297	-	78,225	138,111	451,633
Water Assessments	640,975	-	-	-	640,975
Depreciation	1,798,388	33,174	62,861	333,647	2,228,070
Other	163,608	-	141,399	297,342	602,349
Total Operating Expenses	5,182,405	47,924	1,275,548	1,731,588	8,237,465
Net Operating Income (Loss)	652,897	347,043	(31,827)	(1,360,005)	(391,892)
NONOPERATING REVENUES (EXPENSES)					
Property Taxes (Pledged for Debt)	-	-	-	1,365,580	1,365,580
Investment Income	164,491	6,898	400	1,471	173,260
Insurance Proceeds	2,815	-	-	-	2,815
Gain (Loss) on Disposal of Assets	(109,384)	-	-	-	(109,384)
Interest Expense	(1,412,847)	-	(160,475)	(47,119)	(1,620,441)
Administrative Fee	(400)	-	-	(200)	(600)
Enhancement Fees	-	-	12,000	-	12,000
Total Nonoperating Revenues (Expenses)	(1,355,325)	6,898	(148,075)	1,319,732	(176,770)
Net Income (Loss) Before Transfers	(702,428)	353,941	(179,902)	(40,273)	(568,662)
TRANSFERS AND CAPITAL CONTRIBUTIONS					
Transfers In	546,357	-	-	124,147	670,504
Capital Contributions	1,497,675	-	-	-	1,497,675
Transfers and Capital Contributions	2,044,032	-	-	124,147	2,168,179
Change In Net Position	1,341,604	353,941	(179,902)	83,874	1,599,517
Net Position - Beginning of Year (As Restated)	44,662,036	2,409,883	(410,615)	1,893,452	48,554,756
NET POSITION - END OF YEAR	$46,003,640	$ 2,763,824	$ (590,517)	$ 1,977,326	$50,154,273

See accompanying Notes to Financial Statements.

CITY OF FORT LUPTON

STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
For the Year Ended December 31, 2019

	Utililty Enterprise Fund	StormWater Drainage Fund	Golf Course Fund	Recreation Center Fund	Totals
CASH FLOWS FROM OPERATING ACTIVITIES					
Cash Received from Customers	$ 5,594,934	$ 396,011	$ 1,233,105	$ 370,867	$ 7,594,917
Cash Paid to Suppliers	(2,758,572)	(164)	(580,344)	(553,865)	(3,892,945)
Cash Paid to Employees	(545,343)	(14,325)	(622,690)	(832,832)	(2,015,190)
Net Cash Provided (Used) by Operating Activities	2,291,019	381,522	30,071	(1,015,830)	1,686,782
CASH FLOWS FROM NON-CAPITAL AND RELATED FINANCING ACTIVITIES					
Transfers from Other Funds	546,357	-	-	124,147	670,504
Due to Other Funds	-	-	-	71,406	71,406
Property Taxes	-	-	-	879,551	879,551
Net Cash Provided by Non-Capital and Related Financing Activities	546,357	-	-	1,075,104	- 1,621,461
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES					
Acquisition and Construction of Capital Assets	(1,263,449)	-	(112,522)	(142,001)	(1,517,972)
Proceeds from Disposal of Assets	609,433	-	-	-	609,433
Debt Issuance Cost	(400)	-	-	(200)	(600)
Principal Paid on Notes and Bonds	(408,036)	-	-	(425,000)	(833,036)
Interest Paid on Notes and Bonds	(1,617,302)	-	-	(61,029)	(1,678,331)
Property Taxes	-	-	-	486,031	486,031
Building Permit Assessments	1,491,611	-	11,992	-	1,503,603
Capital Contributions	6,064	-	-	-	6,064
Other	2,815	-	-	-	2,815
Net Cash Used by Capital and Related Financing Activities	(1,179,264)	-	(100,530)	(142,199)	(1,421,993)
CASH FLOWS FROM INVESTING ACTIVITIES					
Interest Received	164,491	6,896	400	1,471	173,258
Net Cash Provided by Investing Activities	164,491	6,896	400	1,471	173,258
Net Increase (Decrease) in Cash and Cash Equivalents	1,822,603	388,418	(70,059)	(81,454)	2,059,508
Cash and Cash Equivilents - Beginning of Year	6,795,372	1,087,960	498,568	92,014	8,473,914
CASH AND CASH EQUIVALENTS - END OF YEAR	$ 8,617,975	$ 1,476,378	$ 428,509	$ 10,560	$ 10,533,423
Cash and Cash Equivalents	$ 6,476,556	$ 1,476,378	$ 428,506	$ 10,560	$ 8,392,000
Restricted cash	2,141,419	-	-	-	2,141,419
CASH AND CASH EQUIVALENTS - END OF YEAR	$ 8,617,975	$ 1,476,378	$ 428,506	$ 10,560	$ 10,533,419
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES					
Operating Income (Loss)	$ 652,897	$ 347,043	$ (31,827)	$ (1,360,005)	$ (391,892)
ADJUSTMENTS TO RECONCILE OPERATING INCOME (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES					
Depreciation	1,798,388	33,174	62,861	333,647	2,228,070
Changes in Assets and Liabilities:					
Accounts Receivable	77,126	1,044	(24)	11,422	89,568
Prepaid Expenses	(4,939)	(23)	-	(2,144)	(7,106)
Inventory	-	-	(10,592)	-	(10,592)
Accounts Payable	86,770	-	(11,505)	1,832	77,097
Accrued Expenses	(1,723)	284	21,157	(582)	19,136
Unearned Revenues	(317,500)	-	-	-	(317,500)
Total Adjustments	1,638,122	34,479	61,898	344,175	2,078,673
Net Cash Provided (Used) by Operating Activities	$ 2,291,019	$ 381,522	$ 30,071	$ (1,015,830)	$ 1,686,781

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The City of Fort Lupton (City) incorporated on February 4, 1890. In compliance with the Colorado Revised Statutes, the City Council is the policy making legislative body of the City. Council is made up of six members from three wards. The Mayor is elected at large and can vote on all matters. Two-thirds vote of the Council is required to pass, change or veto any ordinance.

The accounting policies of the City conform to generally accepted accounting principles as applicable to governments. The following is a summary of the more significant policies.

Reporting Entity

The determination to include separate governmental entities is based on the criteria of Governmental Accounting Standards Board (GASB), which defines the reporting entity as the primary government and those component units for which the primary government is financially accountable. To be financially accountable, a voting majority of the component unit's board must be appointed by the primary government, and either A) the primary government must be able to impose its will, or B) the primary government may potentially benefit financially or be financially responsible for the component unit.

Management has considered all potential component units in defining the City for financial reporting purposes. As required by generally accepted accounting principles, these financial statements present the City of Fort Lupton (the primary government) and its component units. The component units are included in the City’s reporting entity because of the significance of their operational of financial relationship with the City.

Discretely Presented Component Units

The Fort Lupton Urban Renewal Authority (FLURA) was established by Resolution 2015R43 on August 18, 2015 as an independent organization under Colorado Law with the objective of carrying on urban renewal activities. The FLURA board is appointed by the Mayor with the consent of the City Council. The City council will have no authority to modify or approve FLURA’s budget. The City will not be able to significantly influence the programs and decisions of the FLURA board. FLURA does not issue separate financial statements. FLURA provides financial benefit to the primary government.

The Fort Lupton Public and School Library (Library) was created in 1976 by an intergovernmental agreement between the City and Weld County School District RE-8 (the School). In 1985 the City and School entered into an intergovernmental agreement with Weld County and five other municipalities to create the Weld County Library District, now High Plains Library District. The City and the School appoint 3 members of the seven member Library board. The six appointed members appoint their seventh member. The Library is currently funded by a property tax levied by the High Plains Library District. The 1976 intergovernmental agreement requires the City and School to fund the approved budgeted expenditures. The City council approves by resolution the budget set by the Library board but has no ability to significantly influence the programs and running of the Library. The Library does not issue separate financial statements.

Basis of Presentation

The objectives of the statements are to establish a basic financial reporting model that will result in greater accountability by governments, while providing more useful information to a wider range of users.

The City's basic financial statements consist of government-wide statements, including a statement of net position and a statement of activities and fund financial statements, which provide a more detailed level of financial information.

Government-wide Financial Statements

The government-wide financial statements include the statement of net position and the statement of activities. These statements report financial information for the City as a whole and its component units. Individual funds are not displayed but the statements distinguish governmental activities, generally supported by taxes and City general revenues, from business-type activities, generally financed in whole or in part with usage fees charged. For the most part, the effect of inter-fund activity has been removed from these statements.

The statement of net position presents the financial position of the governmental and business-type activities of the City at year-end.

The statement of activities presents a comparison between direct expenses and program revenues for each function of the City's governmental activities and for each identifiable activity of the business-type activities of the City. Direct expenses are those that are specifically associated with a function and therefore clearly identifiable to that particular function. The City does not allocate indirect expenses to functions in the statement of activities.

The statement of activities reports the expenses of a given function offset by program revenues directly connected with the functional program. A function is an assembly of similar activities and may include portions of a fund or summarize more than one fund to capture the expenses and program revenues associated with a distinct functional activity. Program revenues include: (1) charges for services which report fees and other charges to users of the City's services; (2) operating grants and contributions which finance annual operating activities including restricted investment income; and (3) capital grants and contributions which fund the acquisition, construction, or rehabilitation of capital assets.

These revenues are subject to externally imposed restrictions to these program uses. For identifying to which function program revenue pertains, the determining factor for *charges for services* is which function *generates* the revenue. For *grants and contributions*, the determining factor is to which functions the revenues are *restricted*.

Taxes and other revenue sources not properly included with program revenues are reported as general revenues of the City. The comparison of direct expenses with program revenues identifies the extent to which each governmental function and each identifiable business activity is self-financing or draws from the general revenues of the City.

The government-wide financial statements are reported using the *economic resource measurement focus* and the *accrual basis of accounting*, as are the proprietary finds. Revenues are recorded when earned and liabilities are recorded when incurred regardless of the timing of cash flows.

Fund Financial Statements

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized when they are both measurable and available. Revenues are considered to be available when they are collected within the current year or soon thereafter to pay liabilities of the current year. For this purpose the City considers revenues available if they are collected within 60 days of the end of the current year.

Taxes, intergovernmental revenues, and interest associated with the current year are considered to be susceptible to accrual and so have been recognized as revenues in the current year. All other revenues are considered to be measurable and available only when cash is received.

During the year, the City segregates transactions related to certain City functions or activities in separate funds in order to aid financial management and to demonstrate legal compliance. Fund financial statements are designed to present financial information of the City at this more detailed level. Fund financial statements are provided for governmental and proprietary funds.

Major individual governmental and the enterprise funds are reported in separate columns. The General Fund is the only major governmental fund and accounts for the general activities of the City including administration, community policing, community development, and public works.

<u>Governmental Funds</u> - Governmental accounting systems should be organized and operated on a fund basis. A fund is defined as a fiscal and accounting entity with a self-balancing set of accounts recording cash and other financial resources, together with all related liabilities and residual equities or balances, and changes therein, which are separate for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions, or limitations.

General Fund - The General Fund is the general operating fund of the City. All general tax revenues and other receipts that are not allocated by law to another fund are used to finance general operating expenditures.

Special Revenue Funds - Special Revenue Funds (Conservation Trust, Perpetual Care Cemetery, Memorial Trust Fund, and Culture, Parks, and Recreation Sales Tax) are established to account for revenues derived from specific taxes or other restricted revenue sources which finance specific activities as required by law or administrative action.

<u>Proprietary Funds</u> - The focus of the proprietary funds is on the measurement of net income (e.g., revenues, expenses). This measurement focus allows the proprietary fund to report all assets, liabilities and deferred inflow of resources associated with an activity.

Enterprise Funds are established to account for the financing where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability or other purposes.

There are four major enterprise funds:

Utility Enterprise Fund – includes all activities relating to the City's water and sanitary sewer systems.

Storm Water Drainage Fund – includes maintenance, repair of all lines and installation of new storm drainage lines.

Golf Course Fund – provides pro-shop and restaurant services and repair and maintenance of the golf course, club house and restaurant.

Recreation Center Fund – provides recreational services including exercise classes and equipment, gym facilities and a swimming pool.

Measurement Focus

Government-wide Financial Statements - The government-wide financial statements are prepared using the economic resources measurement focus. All assets and all liabilities associated with the operation of the City are included on the statement of net position. The statement of activities reports revenues and expenses.

Fund Financial Statements - All governmental funds are accounted for using a flow of current financial resources measurement focus. With this measurement focus, only current assets, current liabilities and deferred inflow of resources generally are included on the balance sheet. The statement of revenues, expenditures and changes in fund balances reports the sources (i.e., revenues and other financing sources) and uses (i.e., expenditures and other financing uses) of current financial resources. This approach differs from the manner in which the governmental activities of the government-wide financial statements are prepared. Governmental fund financial statements therefore include a reconciliation with brief explanations to better identify the relationship between the government-wide statements and the governmental fund statements.

Like the government-wide statements, the proprietary fund type is accounted for on a flow of economic resources measurement focus on both financial reporting levels. All assets, deferred outflows of resources, liabilities, and deferred inflows of resources associated with the operation of this fund are included on the statements of net position. The statements of changes in fund net position present increases (i.e., revenues) and decreases (i.e., expenses) in total net position. The statement of cash flows provides information about how the City finances and meets the cash flow needs of its proprietary activities.

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Statement of Cash Flows

For purposes of the statement of cash flows, the City considers highly liquid investments with maturity of three months or less at date of purchase to be cash equivalents.

Pooled Cash

The City has a single checking account for all cash transactions, with separate accounting into each fund. An overdraft in one fund will not result in returned checks with the single checking accounts. At December 31, 2019, the checking account of the City shows a positive bank balance. Any fund that issued checks in excess of its available funds from the checking account is treated as having borrowed cash from other funds.

Capital Assets

Capital assets, which include land, buildings, equipment, water shares and all infrastructure owned by the City, are reported in the applicable governmental or business type activities columns in the government-wide financial statements and the proprietary funds. Capital assets are defined by the City as assets with an initial, individual cost of $5,000 or more and an estimated useful life in excess of one year.

All capital assets are valued at acquisition cost or estimated acquisition cost if actual acquisition cost is not available. Contributed capital assets, including water rights, fire hydrants, water and sewer lines from sub-dividers and property owners, are recorded at acquisition value at the time received.

Acquisitions of capital assets are recorded as capital outlay expenditures within the governmental funds.

Depreciation is charged as an expense against their operations and accumulated depreciation is reported on proprietary fund balance sheets.

Depreciation has been provided using the straight-line method over the estimated useful lives as follows:

Description	Estimated Useful Life
Water Rights	N/A
Land and Improvements	0-50
Buildings and Improvements	0-50
Streets	20-50
Distribution Systems	10-100
Machinery and Equipment	10-May

Revenues – Exchange Transactions - Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value, is recorded on the accrual basis when the exchange takes place. On the modified accrual basis, revenue is recorded when the exchange takes place and in the fiscal year in which the resources are measurable and become available. Available means that the resources will be collected within the current fiscal year or are expected to be collected soon enough thereafter to be used to pay liabilities of the current fiscal year. For the City, the phrase "available for exchange transactions" means expected to be received within 60 days of year-end.

Revenues - Non-exchange Transactions - Non-exchange transactions in which the City receives value without directly giving equal value in return include property taxes, specific ownership taxes, grants, and donations. On an accrual basis, revenue from property taxes is recognized in the fiscal year for which the taxes are levied. Revenue from grants and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied. Eligibility requirements include timing requirements, which specify the year when the resources are required to be used or the year when use is first permitted, matching requirements, in which the City must provide local resources to be used for a specified purpose, and expenditure requirements, in which the resources are provided to the City on a reimbursement basis. On a modified accrual basis, revenue from non-exchange transactions also must be available (i.e., collected within 60 days) before it can be recognized.

Unearned Revenue – An acquisition of net position that applies to future periods and is not recognized as revenue in the current period. The City's unearned revenues consist primarily of revenue for the sale of bulk water for industrial use.

Deferred Outflows/Inflows of Resources – In addition to assets, the statement of financial position will sometimes report a separate section as deferred outflows of resources. Deferred outflows of resources represent a consumption of net position that applies to future periods and is not recognized as an outflow of resources (expense/expenditure) in the current period. The City has no items that qualify for reporting in this category.

In addition to liabilities, the statement of financial position will sometimes report a separate section as deferred inflows of resources. Deferred inflows of resources represent an acquisition of net position that applies to future periods and is not recognized as an inflow of resources (revenue) in the current period. The City has one item reported in this category. Property tax revenue which is considered a deferred inflow of resources in the year the taxes are levied and measurable and recognized as an inflow of resources in the period they are collected.

Basis of Accounting

Since property taxes are levied in December (i.e., there is a legal claim) for the next calendar year's operations, the total levy is reported as taxes receivable and a deferred inflow of resources.

Those revenues susceptible to accrual are property taxes, use tax, tobacco tax, highway user tax, and franchise fees. Sales taxes collected and held by the state for the current year on behalf of the City are also recognized as revenue. Fines, permits and license revenues are not susceptible to accrual, generally they are not measurable until received in cash.

Grants and entitlements received before the eligibility requirements are met (e.g., cash advances) also are recorded as unearned revenue.

Expenses/Expenditures - On the accrual basis of accounting, expenses are recognized at the time they are incurred. On the modified accrual basis, expenditures generally are recognized in the accounting period in which the related fund liability is incurred and due, if measurable.

Budget and Budgetary Accounting

An annual budget and appropriation resolution is adopted by the City Council in accordance with Colorado State Statutes. The City adopts annual budgets on a basis consistent with general accepted accounting principles for all governmental funds. The budget for the proprietary finds are adopted on a non GAAP basis. The appropriated budget is adopted at the fund level. On or about October 15th, the finance department submits to the Council a proposed budget for the next fiscal year beginning January 1st. The operating budget includes proposed expenditures and the revenues or reserves used to finance them. A public hearing is conducted in October at a special meeting to obtain comments from citizens. The budget must be adopted before the mill levy certification deadline of December 15th.

Property Taxes

Under Colorado law, all property taxes become due and payable in the year following that in which they are levied. Property taxes are recognized as revenue when received by the County Treasurer. The 2019 fiscal year property tax calendar for Weld County was as follows:

Lien Date	January 1
Levy Date	December 29
Tax bills mailed	January 1
First installment due	February 28
Second installment due	June 15
If paid in full, due	April 30
Tax sale - delinquent property taxes	November 6

Accumulated Unpaid Vacation and Sick Leave

Under terms of City personnel policies, City employees are granted vacation and sick leave in varying amounts. In the event of termination or retirement, an employee who was hired prior to February 14, 2001 is paid for accumulated vacation days up to a maximum of 30 days. They are also paid 50% of their accumulated sick leave up to a maximum of 90 days. An employee hired after February 14, 2001 is paid for accumulated vacation days up to a maximum of 30 days. They are paid 25% of accumulated sick leave up to a maximum of 90 days.

Inventory

Inventory is valued at cost (first-in, first-out) in the proprietary funds. Inventory in all other funds is not recorded, as it is not significant. The cost is recorded as an expenditure when the individual inventory items are purchased.

Prepaid Items

Payments made to vendors for services that will benefit periods beyond the current year end are accounted for using the consumption method and are recorded as other current assets in the government-wide financial statements and will be reported as expenditures when actually used.

Fund Equity

Fund equity at the governmental fund financial reporting level is classified as "fund balance." Fund equity for all other reporting is classified as "net position."

***Fund Balance* –** Generally, fund balance represents the difference between the current assets and current liabilities and deferred inflows of resources. In the fund financial statement, governmental funds report fund balance classifications that comprise a hierarchy based primarily on the extent to which the City is bound to honor constraints on the specific purpose for which amounts in those funds can be spent. Fund Balances are classified as follows:

- ***Nonspendable* –** Fund balances are reported as nonspendable when amounts cannot be spent because they are either (a) not in spendable form (i.e., items that are not expected to be converted to cash) or (b) legally or contractually required to be maintained intact.

- ***Restricted* –** Fund balances are reported as restricted when there are limitations imposed on their use either through the enabling legislation adopted by the City or through external restrictions imposed by creditors, grantors, or laws or regulations of other governments.

- ***Committed*** – Fund balances are reported as committed when they can be used only for specific purposes pursuant to constraints imposed by formal action of the City Council through the adoption of a resolution. The City Council also may modify or rescind the commitment.

- ***Assigned*** – Fund balances are reported as assigned when amounts are constrained by the City's intent to be used for specific purposes, but are neither restricted nor committed. Through resolution, the City Council has authorized the City's Finance Director to assign fund balances.

- ***Unassigned*** – Fund balances are reported as unassigned as the residual amount when the balances do not meet any of the above criterion. The City reports positive unassigned fund balances only in the general fund. Negative unassigned fund balances may be reported in all funds.

Minimum Fund Balance Requirement- Resolution 98-035 set the minimum fund balances as follows: The Culture, Parks & Recreation Sales Tax Fund must maintain the 3% emergency reserve defined under Article X, Section 20 to the Colorado Constitution also known as the Taxpayer's Bill of Rights (TABOR); the General Fund and Recreation Center Enterprise Fund are required to maintain the 3% TABOR reserve plus an additional 10% in emergency reserves. Ordinance 2012-950 created a contingency reserve starting with $500,000 transferred from the General Fund's fund balance. A percentage of the General Fund's property tax is transferred to the contingency reserve annually. In 2019 the percentage transferred was 2% as set by council as part of the budget process. The Golf Course Enterprise Fund is not required to maintain the 3% emergency reserve.

Flow Assumptions – When both restricted and unrestricted amounts of fund balances are available for use for expenditures incurred, it is the City's policy to use restricted amounts first and then unrestricted amounts as they are needed. For unrestricted amounts of fund balance, it is the City's policy to use fund balance in the following order:

- Committed
- Assigned
- Unassigned

Net Position - Net position represents the difference between assets and liabilities and deferred inflows of resources. Net investment in capital assets consists of capital assets, net of accumulated depreciation, and reduced by the outstanding balances of any borrowing used for the acquisition, construction or improvement of those assets. Net position is reported as restricted as described in the fund balance section above. All other net position is reported as unrestricted.

Net position is reported as restricted when there are limitations imposed on its use either through the enabling legislation adopted by the City or through external restrictions imposed by creditors, grantors or laws or regulations of other governments. All other net positions is reported as unrestricted.

Operating Revenues and Expenses

Operating revenues are those revenues that are generated directly from the primary activity of the enterprise fund. For the City, these revenues are charges for services. Operating expenses are necessary costs incurred to provide the good or services.

Interfund Activity

Exchange transactions between funds are reported as revenues in the seller funds and as expenditures/expenses in the purchaser funds. Flows of cash or goods from one fund to another without a requirement for repayment are reported as interfund transfers. Interfund transfers are reported as other financing sources/uses in governmental funds and after the non-operating revenues/expenses section in the enterprise funds. Repayments from funds responsible for particular expenditures/expenses to the funds that initially paid for them are not presented on the financial statements. Transfers between governmental and business-type activities on the government-wide statement of activities are reported as general revenues. Transfers between funds reported in the governmental activities column are eliminated.

NOTE 2: CASH AND INVESTMENTS

The City categorizes its fair value measurements within the fair value hierarchy established by the generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

As of December 31, 2019, the City had invested $9,247,171 in the Colorado Local Government Liquid Asset Trust – PLUS, which is an investment vehicle established for local government entities in Colorado to pool surplus funds. The Colorado State Securities Commissioner administers and enforces all State statutes governing COLOTRUST. COLOTRUST operates similarly to a money market fund and each share is equal in value to $1.00. As of December 31, 2019, the investments in COLOTRUST were valued at net asset value. There are no unfunded commitments, the redemption frequency is daily and there is no redemption notice period.

As of December 31, 2019, the City had invested $176,205 in the Federated Government Obligation Fund #5, a money market fund. The Fund operates similarly to a money market fund and each share is equal in value to $1.00. As of December 31, 2019, the investments in the Fund were valued at net asset value. There are no unfunded commitments, the redemption frequency is daily and there is no redemption notice period.

As of December 31, 2019, the City had $12,982,408 invested in the Colorado Surplus Asset Fund Trust (CSAFE), an investment vehicle established for local government entities in Colorado to pool surplus funds. The City has $4,353,420 invested in CSAFE Cash and $8,628,988 in Colorado CORE an enhanced cash fund through CSAFE. CSAFE Cash is a highly liquid fund operating like a money market fund with a $1.00 transactional share price. CSAFE Cash operates under GASB 79 amortized cost bases method of determining transactional share price. CSAFE Colorado Core Fund (Core) is an ultra-short duration, enhanced cash fund intended for short to intermediate term minimum investment with a $2.00 transactional share price. Core has a minimum investment or $100,000 and allows maximum of three redemptions per month. Core operated under GASB 31 and 72 method of fair market valuation. There are no unfunded commitments, the redemption date frequency is daily, and there is no redemption notice period. The City’s investment in Core is valued at NAV.

As of December 31, 2019 The City has the following recurring fair value measurements.

Type	Rating	Carrying Value
Deposits		
Cash on Hand		$ 4,150
Demand Deposits		5,628,001
Invesments		
Money Market	AAAm by S&P	176,205
ColoTrust	AAAm by S&P	9,247,171
CSAFE Cash	AAAm by S&P	4,353,420
CSAFE Colorado Core	AAAf/S1 Fitch	8,628,988
Total Deposits and Investments		$ 28,037,935

Reconciliation to Statement of Net Position

Current	
Cash and Investments	$ 25,853,320
Restricted Cash and Investments	2,184,615
Total Deposits and Investments	$ 28,037,935

Colorado statutes specify investment instruments meeting defined rating and risk criteria in which local government entities may invest. The allowed investments include local government investment pools and obligations of the United States Government, and certain other investment types.

The City maintains a cash pool that is available for use by all funds.

The Colorado Public Deposit Protection Act (PDPA) requires that all units of local government deposit cash only in eligible public depositories. Eligibility is determined by state regulations. Amounts on deposit in excess of federal insurance levels must be collateralized by the financial institution. The eligible collateral is determined by the PDPA.

PDPA allows the financial institution to create a single collateral pool for all public funds. The pool is to be maintained by another institution and held in trust for all the uninsured public deposits as a group. Colorado State Statutes require the market value of the collateral to be at least 102 percent of the aggregate uninsured deposits.

Interest Rate Risk - The City does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates. State statute limits investment maturities to five years or less. Investments in local government pools have a maturity of less than one year.

Credit Risk - State law limits investments in commercial paper, corporate bonds, and mutual bond funds to the top two ratings issued by nationally recognized statistical rating organizations. The City has no investment policy that would further limit its investment choices.

Concentration of Credit Risk - The City places no limit on the amount the City may invest in any one issuer.

The City invests excess funds under the prudent investor rule. The criteria for selection of investments and their order of priority are: 1) safety; 2) liquidity; and 3) yield.

The City invests in two investment pools, the Colorado Liquid Assets Trust (COLOTRUST) and Colorado Surplus Asset Fund Trust (CSAFE). COLOTRUST and CSAFE operate under the Colorado Revised Statutes (24-75-701) and are overseen by Colorado Securities Commissioner. The pool invests in securities that are specified by the

Colorado Revised Statutes (24-75-601). Authorized securities include U.S. treasuries, U.S. Agencies, commercial paper (rated A1 or better) and bank deposits (collateralized through PDPA).

Discretely Presented Component Units

As of December 31, 2019 the Library had the following cash and investments:

Current	
Cash and Investments	$ 8,099,256
Restricted Cash and Investments	114,668
Total Deposits and Investments	$ 8,213,924

As of December 31, 2019 FLURA had the following cash and investments:

Current	
Cash and Investments	$ 356,359
Total Deposits and Investments	$ 356,359

NOTE 3: RESTRICTED CASH AND INVESTMENTS

The restricted cash in the Governmental activities and Business-type activities represents special development loan accounts, and specific use funds.

Business-type Activities	
2005 Series B Bond	$ 193,270
2017 Series A Bonds	1,291,345
CWCB Loan	176,787
2018 Bank of Colorado Loan	480,017
	$ 2,141,419
Governmental Activities	
Revolving Loan Fund	$ 25,000
Museum Bequest	18,196
	$ 43,196
Total Restricted	$ 2,184,615

NOTE 4: INTERFUND RECEIVABLES, PAYABLE AND TRANSFERS

	General Fund	Non-Major Funds	Utility Enterprise Fund	Recreation Center Enterprise Fund	Golf Course Enterprise Fund	Total
Due From Golf Enterprise Fund	$ 1,372,177	$ 347,848	$ 548,428	$ -	$ -	$ 2,268,453
Golf - Allowance for Doubtful Receivables	(582,297)	(347,848)	(548,428)	-	-	(1,478,573)
Due From Non-Major Funds	90,529	-	-	-	-	90,529
Due From Recreation Center	71,406	-	-	-	-	71,406
Due to General Fund	-	(90,529)	-	(71,406)	(789,880)	(951,815)
Total	$ 951,815	$ (90,529)	$ -	$ (71,406)	$ (789,880)	$ -

The General Fund, Culture Parks and Recreation Sales Tax Fund, and the Utility Enterprise Fund loaned cash to the Golf Enterprise Fund during the initial startup for the purpose of funding operations. The loans have been written off as there is no expectation of repayment.

In 2015 the Golf Enterprise Fund made an offer to purchase all outstanding warrants (see note 13). The offer was funded by a $1,100,000 loan from the General Fund. At the close of the offer the cash remaining from the untendered bonds of $310,120 was repaid to the General Fund. The loan due from the Golf Course to the General Fund as of December 31, 2019 is $789,880.

In 2019 the General Fund also loaned the Perpetual Care Cemetery Fund $90,529 for operation due to insufficient revenues.

In 2019 the General Fund loaned the Recreation Center Enterprise Fund $71,406 for operations due to insufficient revenues.

City ordinance requires the sales tax for debt service of the utility fund be collected by a separate fund. The funds are moved monthly to cover a portion of the debt service.

Transfers In	Transfers Out General Fund	Transfers Out CPR Fund	Transfers Out Total
Governmental Funds			
Non-Major Funds			
Culture, Parks, & Recreation Sales Tax Fund (CPR Fund)	$ 50,740	$ -	$ 50,740
Perpetual Care Cemetery	98,729	-	98,729
Proprietary Fund			
Major Fund			
Utility Enterprise fund	546,357	-	546,357
Recreation Center Enterprise Fund	-	124,147	124,147
	$ 695,826	$ 124,147	$ 819,973

The general fund transfers 100% of the museum's expenditures to the Culture, Parks and Recreation Sales Tax (CPR Fund). This transfer insures none of the sales tax collected for the operation of the CPR fund are used in for purposes not approved by the voters. Annually, the general fund transfers funds to cover the costs of irrigation water to the cemetery fund. Council approved the transfer from the general fund to the storm drainage enterprise fund to cover costs of major infrastructure project that involved replacing water, sewer and storm drainage lines and repaving streets.

NOTE 5: CAPITAL ASSETS

Primary Government Capital Asset activity for the year ended December 31, 2019 is as follows:

Governmental Activities	Balance December 31 2018	Additions	Deletions	Transfers	Balance December 31 2019
Capital Assets Not Being Depreciated					
Land	$ 8,919,636	$ 1,050,000	$ -	$ -	$ 9,969,636
Water Rights	823,700	-	-	-	823,700
Construction in Progress	504,068	193,459	-	(15,193)	682,334
Total Capital Assets Not Being Depreciated	10,247,404	1,243,459	-	(15,193)	11,475,670
Capital Assets Being Depreciated					
Building and Improvements	4,045,790	174,437	-	-	4,220,227
Land Improvements	1,203,272	-	-	-	1,203,272
Equipment and Machinery	4,370,273	614,550	(93,962)	-	4,890,861
Furniture and Fixtures	18,059	-	-	-	18,059
Infrastructure	30,016,628	1,068,247	-	15,193	31,100,068
Total Capital Assets Being Depreciated	39,654,022	1,857,234	(93,962)	15,193	41,432,487
Total Capital Assets	49,901,426	3,100,693	(93,962)	-	52,908,157
Accumulated Depreciation					
Building and Improvements	(2,323,881)	(109,327)	-	-	(2,433,208)
Land Improvements	(808,498)	(30,177)	-	-	(838,675)
Equipment and Machinery	(3,039,103)	(375,413)	93,962	-	(3,320,554)
Furniture and Fixtures	(18,060)	-	-	-	(18,060)
Infrastructure	(15,334,935)	(1,013,729)	-	-	(16,348,664)
Total Accumulated Depreciation	(21,524,477)	(1,528,646)	93,962	-	(22,959,161)
Depreciated Capital Assets, Net	18,129,545	328,588	-	15,193	18,473,326
Government Activities Capital Assets, Net	$ 28,376,949	$ 1,572,047	$ -	$ -	$ 29,948,996

Business-Type Activities	Balance December 31 2018	Additions	Deletions	Transfers	Balance December 31 2019
Capital Assets Not Being Depreciated (As Restated)					
Land	$ 4,474,100	$ -	$ (718,820)	$ -	$ 3,755,280
Water Rights	42,946,216	-	-	-	42,946,216
Construction in Progress	95,371	273,112	-	(34,872)	333,611
Total Capital Assets Not Being Depreciated	47,515,687	273,112	(718,820)	(34,872)	47,035,107
Capital Assets Being Depreciated					
Wells	1,027,539	-	-	-	1,027,539
Land Improvements	1,055,394	26,315	-	21,469	1,103,178
Buildings	20,563,276	160,213	-	-	20,723,489
Utility Systems	34,404,993	375,623	-	13,403	34,794,019
Equipment	3,856,405	682,709	(86,308)	-	4,452,806
Total Capital Assets Being Depreciated	60,907,607	1,244,860	(86,308)	34,872	62,101,031
Total Capital Assets	108,423,294	1,517,972	(805,128)	-	109,136,138
Accumulated Depreciation					
Wells	(461,604)	(34,493)	-	-	(496,097)
Buildings	(11,073,562)	(890,042)	-	-	(11,963,604)
Utility Systems	(9,974,919)	(1,032,575)	-	-	(11,007,494)
Equipment	(2,855,121)	(270,960)	86,308	-	(3,039,773)
Total Accumulated Depreciation	(24,365,206)	(2,228,070)	86,308	-	(26,506,968)
Depreciated Capital Assets, Net	36,542,401	(983,210)	-	34,872	35,594,063
Business-Type Activities Capital Assets, Net	$ 84,058,088	$ (710,098)	$ (718,820)	$ -	$ 82,629,170

Governmental Activities	
General Government	$ 125,299
Public Safety	95,259
Public Works	1,203,677
Culture, Parks, & Recreation	104,411
Total Depreciation for Governmental Activities	1,528,646
Business-Type Activities	
Utility	1,798,388
Storm Drainage	33,174
Golf Course	62,861
Recreation	333,647
Total Depreciation for Business-Type Activities	2,228,070
Total Depreciation	$ 3,756,716

Discretely Presented Component Units Capital Asset activity for the year ended December 31, 2019 is as follows:

FLURA has no investments in capital assets.

The Library building is part of Fort Lupton High School and is owned by Weld County School District RE-8. Although the Library owns all the contents, collections, and equipment in the Library none of these items exceed the $5,000 limit required for capitalization.

Library Activities	Balance December 31 2018	Additions	Deletions	Transfers	Balance December 31 2019
Capital Assets Not Being Depreciated					
Construction in Progress	$ -	$ 102,376	$ -	$ -	$ 102,376
Total Capital Assets Not Being Depreciated	-	102,376	-	-	102,376
Capital Assets Not Being Depreciated					
Building and Improvements	60,135	-	-	-	60,135
Accumulated Depreciation					
Building and Improvements	(33,074)	(21,047)	-	-	(54,121)
Total Capital Assets Being Depreciated	27,061	(21,047)	-	-	6,014
Lilbrary Activities Captial Assets, Net	27,061	81,329	-	-	108,390

NOTE 6: NOTES AND BONDS PAYABLE AND CHANGES IN LONG-TERM DEBT

	Balance December 31 2018	Additions	Deletions	Balance December 31 2019	Balance Due In One Year
Enterprise Funds Utility					
$25,195,000 Revenue Bond, Series 2019, for the purchase of 10 units of Windy Gap Water. Principal payments due annually December 1, 2021 through 2047. Interest due June 1 and December 1 2019 through 2047 with rates varying from 2% to 5%.	$ 25,195,000	$ -	$ -	$ 25,195,000	$ -
$3,607,647,Series 2019 Bond Premium	3,487,392	-	120,255	3,367,137	120,255
$4,396,456 Carter Lake Pipeline Construction Loan from the State of Colorado through the Colorado Water Conservation Board. The forty-year loan requires annual payments of $160,716 beginning January 1, 1997, and provides for interest at 2%.	2,160,992	-	117,496	2,043,496	119,846
$5,500,000 Loan from the Bank of Colorado. This twenty year loan requires monthly payments of $36,365 beginning December 30 2019 and ending November 30, 2038 with an interest rate of 4.95% per annum.	5,487,079	-	165,541	5,321,538	172,503
$2,300,000 Revenue Bond, Series 2005, owned by the Colorado Water Resources and Power Development Authority for the purchase of 3 units of Windy Gap water. Principal payment due on November 1, 2006 through 2025. Principal and interest are payable each May 1 and November 1, thereafter, with interest rates varying between 3% to 4.625%.	1,020,000	-	125,000	895,000	135,000
Recreation Center Fund					
$4,930,000 Principal with a $139,108 Premium, General Obligation Bond Series 2011 for the construction of the Recreation Center refinanced October 28, 2019. Principal and interest payments due December 1 starting in 2019 ending December 1, 2022. Interest only payments due Jun 1 starting 2019. Interest rates start at 3.0% in 2019 and increase to 3.5%.	1,810,000		425,000	1,385,000	435,000
Remaining Bond Premium	41,732	-	13,912	27,820	13,911
Gold Enterprise Fund					
$5,900,000, Bond for construction of a Golf Course, went into default in 2002	1,785,000	-	-	1,785,000	1,785,000
Total Business Type Activities	$ 40,987,195	$ -	$ 967,204	$ 40,019,991	$ 2,781,515

Golf Enterprise Fund bonds are classified as current bond payable. (Please see note 13.)

	Balance December 31 2018	Additions	Deletions	Balance December 31 2019	Balance Due In One Year
Governmental Activities					
Accrued Compensated Absences	$ 298,002	$ 227,469	$ (213,621)	$ 311,850	$ 87,318
Business-Type Activities					
Accrued Compensated Absences	80,911	82,395	(66,561)	96,745	27,090
Capital Leases	208,015	-	(84,200)	123,815	123,815
Total Business-Type Activities	$ 288,926	$ 82,395	$ (150,761)	$ 220,560	$ 150,905

The City will liquidate compensated absences in the General, Utility Enterprise, Golf Course and Recreation Center funds.

The business-type capital lease is a lease purchase agreement through the Bank of Colorado for a sewer jet truck used to maintain sewer lines.

The annual requirements to amortize all debt outstanding, excluding accrued compensated absences, as of December 31, 2019 are as follows:

	Principal	Premiums	Interest	Total
2020	$ 2,647,349	$ 134,166	$ 1,567,871	$ 4,349,386
2021	934,367	134,166	1,534,722	2,603,255
2022	1,071,165	120,255	1,500,073	2,691,493
2023	663,493	120,255	1,461,521	2,245,269
2024	765,722	120,255	1,436,804	2,322,781
2025-2029	4,825,768	601,275	6,651,437	12,078,480
2030-2034	6,204,162	601,275	5,406,264	12,211,701
2035-2039	7,223,008	601,274	3,805,801	11,630,083
2040-2044	7,145,000	601,274	2,304,200	10,050,474
2045-2047	5,145,000	360,768	523,000	6,028,768
Total	$ 36,625,034	$ 3,394,963	$ 26,191,693	$ 66,211,690

Capital Leases

	Principal	Premiums	Total
2020	$ 123,815	$ 3,462	$ 127,277
Total	$ 123,815	$ 3,462	$ 127,277

The principal of outstanding debt due in 2019 includes the default bonds of the Golf Course, amounting to $1,785,000 after the tender offer.

Discretely Presented Component Units long term debt activity for the year ended December 31, 2019

FLURA General Fund

A ten year $50,000 loan from the City to FLURA. FLURA made the first $5,000 payment to the City in 2019. $45,000 is the remaining debt at the end of 2019. No interest rates specified in the loan.

Library General Fund

	Balance December 31 2018	Additions	Deletions	Balance December 31 2019	Balance Due In One Year
Governmental Activities					
Accrued Compensated Absences	32,777	28,597	(30,694)	30,680	8,590

NOTE 7: NET POSITION AND FUND BALANCE

Net position:

Net investment in capital assets reported on the government-wide statement of net position as of December 31, 2019 are as follows:

Net Investment in Capital Assets	Governmental Activities	Business-Type Activities
Cost of Capital Assets	$ 52,908,157	$ 109,136,138
Less Accumulated Depreciation	(22,959,161)	(26,506,968)
Book Value	29,948,996	82,629,170
Less Capital Related Debt	-	(36,748,849)
Less Deferred Refunding Amounts and Bond Premiums and Discounts, Net	-	(3,394,963)
Net Investment in Capital Assets	$ 29,948,996	$ 42,485,358

Primary Government's non-spendable, restricted, committed and assigned fund balances of the governmental funds consist of the following:

	General Fund	Non-Major Governmental Funds	Total
Nonspendable Fund Balance	$ 19,797	$ 1,315	$ 21,112
			-
Restricted Fund Balance			-
Emergency Reserves – A portion restricted for emergencies as defined under Article X, Section 20 to the Colorado Constitution also known as the Taxpayer's Bill of Rights (TABOR)	514,736	46,386	561,122
			-
Children's Fund – Private donations made to the police department	22,227	-	22,227
			-
Street Sales Tax – used to maintain, build and replace streets, sidewalks, curbs and gutters	3,734,789	-	3,734,789
			-
Evidence – cash taken into evidence as part of police investigations	7,745	-	7,745
			-
Water Sales Tax – to support maintenance of water systems, assure quality and quantity and acquire water	2,498,713	-	2,498,713
			-
Culture Parks & Recreation Sales Tax Fund – to provide culture and recreation programs and maintain parks	-	1,285,203	1,285,203
			-
Memorial Trust Fund – administer funds donated to the cemetery	-	584	584
			-
Perpetual Care Cemetery Fund – maintain cemetery grounds, provide services and acquire new property	-	40,375	40,375
			-
Conservation Trust Fund – for the administration of lottery funds.	-	433,718	433,718
Total Restricted Fund Balance	6,778,210	1,806,266	8,584,476
Committed Fund Balance			
Police Equipment	37,578	-	37,578
Victims Compenssation	139,506	-	139,506
Court Surcharge	24,405	-	24,405
Total Committed Fund Balance	201,489	-	201,489
			-
Assigned Fund Balance			-
Boys & Girls Club Building Fund	258,737	-	258,737
Total Assigned Fund Balance	258,737	-	258,737
			-
Unassigned	10,226,089	(41,125)	10,184,964
			-
Total Net Position	$ 17,484,322	$ 1,766,456	$ 19,250,778

The Restricted Fund Balance of $2,084,848 in the Business-type funds is primarily for debt service.

Discretely Presented Component Units restricted and unassigned fund balances are as follows.

	Library General Fund	FLURA General Fund
Restricted Net Position		
Emergency Reserves – A portion restricted for emergencies as defined under Article X, Section 20 to the Colorado Constitution also known as the Taxpayer's Bill of Rights (TABOR)	$ 83,690	$ 6,591
Restricted Donations – Private donations made to the library	114,668	-
Total Restricted Net Position	198,358	6,591
Invesment in Capital Assets	108,390	-
Unrestricted	7,891,129	279,192
Total Net Position	$ 8,197,877	$ 285,783

NOTE 8: RETIREMENT PLAN

The City and its employees participate in a defined contribution pension plan with AIG Retirement.

A defined contribution plan states that contributions of the employee and contributions of the City are, although invested jointly, maintained in separate accounts for each employee. The amount of benefit to be received at retirement is determined by the amount of monies accumulated in the employee's account at the time of retirement. All sworn police department employees contribute 9.7% of their salaries to the plan with all other employees contributing 4.0% of their salaries to the plan. The total amount of the City's current year covered payroll was $5,327,772 and the total current year payroll was $5,637,980. The City matches the respective contributions, with the total pension expense during 2019 amounted to $274,973.

The FPPA of the State of Colorado continues to provide death and disability to all police officers in accordance with state statutes, Section 31-30-1008; C.R.S. Survivors' benefits are available for spouses, dependent parents and children under the age of 18.

Component Units

The Library employee participate in the City's defined contribution pension plan with AIG Retirement. Employees' contribute 4.0% of their salaries to the plan. The total amount of the Library's current year covered payroll was $423,028 and the total current year payroll was $519,983. The City matches the respective contributions, with the total pension expense during 2019 amounting to $16,921.

NOTE 9: CONTINGENCY

The City is a member of the Colorado Intergovernmental Risk Sharing Agency (CIRSA). CIRSA has a legal obligation for claims against its members to the extent that funds are available in its annually established loss fund and amounts are available from insurance providers under excess specific and aggregate insurance contracts. Losses incurred in excess of loss funds and amounts recoverable from excess insurance are direct liabilities of the participating members. CIRSA has indicated that the amount of any excess losses would be billed to members in proportion to their contributions in the year such excess occurs, although it is not legally required to do so.

The ultimate liability to the City resulting from claims not covered by CIRSA is not presently determinable. Management is of the opinion that the final outcome of such claims, if any, will not have a material adverse effect on the City's financial statements.

There is only one case wherein CIRSA would not be involved and it involves the warrant holders of the Golf Course bonds. The City Attorney states “The City has kept no funds from the Enterprise revenues, so there is no possibility that there would be a ruling that the City improperly kept funds, and there are no funds to “pay back”. The City itself is in no way obligated to pay Enterprise debt or liability and is not a guarantor of the Enterprise. As such, no provision is necessary to further protect the general fund of the City”.

NOTE 10: RISK MANAGEMENT

Fort Lupton is exposed to various risks of loss related to torts: theft of, damage to, destruction of assets: errors and omissions: injuries to employees: and natural disasters. On January 1, 1984, the City Council authorized participation in the Colorado Intergovernmental Risk Sharing Agency (CIRSA). A separate and independent governmental and legal entity, which was formed by intergovernmental agreement by member municipalities pursuant to the provisions of 24-10-115.5, C.R.S. as amended, 29-1-101 et. seq., C.R.S., as amended, 29-13-102, C.R.S., as amended, and Colorado Constitution, Article XIV, Section 18(2).

It is the intent of the members of CIRSA to create an entity in perpetuity which will administer and use funds contributed by the members to defend and indemnify, in accordance with the bylaws, any member in CIRSA against stated liability or loss to the limit of the financial resources of CIRSA. All income and assets of CIRSA shall be at all times dedicated to the exclusive benefit of its members.

The scope, terms, conditions and limitations of the coverages are governed by the applicable coverage policies and/or excess coverage policies, the CIRSA bylaws, and other applicable documents. There has been no change in the deductibles or coverage over the last three years. The types and monetary limits of the coverages are generally described below.

I. TYPES OF COVERAGES (subject to the limit of CIRSA’s liability as described in Section II below):

1. Property coverage.
2. Liability coverage.
   a. General liability.
   b. Auto liability.
   c. Law enforcement liability.
   d. Public official errors and omissions liability.
   e. Excess liability (for federal and out-of-state public official’s claims and federal and out-of-state law enforcement).

3. Crime coverage (including employee dishonesty and money and securities).
4. Supplemental defense cost coverage for Colorado liability claims.

II. EXCESS INSURERS, AGGREGATE LIMITS AND MEMBER DEDUCTIBLE:

For the coverages described in Section I, CIRSA is liable only for payment of the applicable self-insured retentions and only to a total annual aggregate amount for CIRSA members as a whole of the amount of the applicable CIRSA loss fund for the coverage period. There is no aggregate excess coverage over any loss fund. Only the applicable excess insurers in applicable excess and reinsurance policies shall be payable, and only by those excess insurers in excess of these CIRSA self-insured retentions. Fort Lupton has no settlements that exceeded insurance coverage in the past three years.

A member-selected deductible applies to each municipality's claims/occurrences. Payment of the deductible shall reduce the amount otherwise payable under the applicable CIRSA retention.

2019 CIRSA SELF-INSURED RETENTIONS:

1. $500,000 per claim/occurrence property
2. $1,000,000 per claim/occurrence liability
3. $100,000 per claim/occurrence Public Officials Liability.

2019 CIRSA LOSS FUND AMOUNTS:

Loss fund amounts are as adopted or amended from time to time by the Board of Directors based on the members in the property/casualty pool for the year and interest earnings on those amounts. Information on current loss fund amounts is available from the CIRSA Deputy Executive Director/Chief Financial Officer, at (303) 757-5475.

There is a deductible paid by the City of $1,000 (liability) and $1,000 (property), which applies to each of its claims/occurrences.

Fort Lupton continues to carry CIRSA insurance for Workers' Compensation, and Voluntary Accident Medical Insurance for volunteer and service workers.

NOTE 11: JOINT VENTURES

A joint venture is a legal entity or other organization that results from a contractual agreement and that is owned, operated or governed by two or more participants as a separate and specific activity subject to joint control in which the participants retain an on-going financial interest or an on-going financial responsibility. The City participates in the following joint venture:

Northern Colorado Water Conservancy District - NISP.

Northern Colorado Water Conservancy District (District), a quasi-municipal entity and political subdivision of the State of Colorado was established July 6, 1970, pursuant to the Water Conservancy District Act. Acting by and through its Northern Integrated Supply Project Water Activity Enterprise (NISP) (a government owned business within the meaning of Article X, Section 20(2)(d), of the Colorado Constitution, organized pursuant to C.R.S. 37-45,1-101 et seq.), whose address is 220 Water Avenue, Berthoud, Colorado 80513. In January 2003, Fort Lupton entered into an agreement with NISP in developing a water project for the purpose of developing a new reliable water supply.

Overall Project costs will be divided among the entities that participate in the Project.

The First Phase of the Project consisted of preliminary studies to evaluate both the potential of Poudre reservoir sites and the South Platte Water Conservation Project. The First Phase has been accomplished and there appears to be potential project configurations that may serve the needs of the Project.

The Second Phase of the Project, which consists of additional reservoir site evaluations, alternatives analysis, environmental studies, financial analyses, and related work, will require funding to complete the phase.

The Third Phase of the Project consists of further agency consultation, permitting with the U.S. Army Corps of Engineers and other agencies, compliance with the National Environmental Policy Act and other requirements for federal permitting, field work and analysis for permitting, modeling, and other activities related to designing and permitting the Project.

The City has agreed to provide to the NISP Enterprise funds for its pro rata share of the costs necessary to complete the Project.

Our pro rata share is:

Year Paid	Amount
2003-2014	$ 1,030,562
2015	195,000
2016	262,500
2017	300,000
2018	410,000
2019	461,250
Total	$ 2,659,312

Investments in the joint ventures by governmental funds are recorded as expenditures at the time the investment is made.

Complete financial statements of the District can be obtained from Northern Colorado Water Conservancy District.

Town of Hudson

The Town of Hudson and the City are Colorado municipal corporations empowered to enter into intergovernmental agreements pursuant to the provisions of Article XIV, Section 18 of the Constitution of the State of Colorado, and the provisions of C.R.S. 29-1-201 et seq. in those circumstances where governmental entities may make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with each other to accomplish mutually beneficial ends. They entered into an Intergovernmental Agreement on July 26, 1995, to jointly provide for the construction, operation and maintenance of the water treatment plant to treat raw water, owned, controlled by the respective parties hereto, which water when treated will be available for use and consumption by the residents and customers of Hudson and Fort Lupton respectively.

Upon completion of the original water treatment plant, each party owned the following rights and interests: Fort Lupton owned an undivided five-sixths (5/6ths) of the treatment capacity of said plant, as well as an undivided five-sixths (5/6ths) of the personal property which constitutes the physical plant. Hudson owned the remaining undivided one-sixth (1/6th) of the treatment capacity and personal property constituting the physical plant. Each party shall own as its sole and separate property the right to deliver to the plant for treatment the raw untreated water that it owns or controls and is entitled to receive by means of the Northern Colorado Water Conservancy District's Southern Water Supply Project.

A separate flow meter is installed at the discharge point of the plant and at which treated water is delivered to the separate delivery systems of Fort Lupton and Hudson, which separate flow meters shall measure the number of gallons of treated water delivered to each party. On a monthly basis, the total of the treated water delivered from the plant to each party shall be added together to determine the total number of gallons in and delivered from the plant. The number of gallons of treated water separately delivered to Hudson shall then become the numerator in a fraction in which the entire total of treated gallons delivered to both parties is the denominator. The fraction which results shall be multiplied by the total operations and maintenance costs incurred by the operator in operating the plant during the month, and shall constitute the cost to each party of operations and maintenance for the month including fixed monthly operating costs. Hudson's amount shall be billed to Hudson on or before the 12th day of the following calendar month, and must be received by the next to the last business day of the calendar month.

Complete financial statements for the Town of Hudson may be obtained from the Town of Hudson, Colorado.

<u>Tri-State Generation and Transmission Association, Inc.</u>

Tri-State Generation and Transmission Association, Inc. (Tri-State) and the City entered into an agreement to build a 252 acre foot water storage reservoir on the City's water treatment plant (WTP) facility grounds. Tri-State owns 100 acre feet. The City owns the remaining approximately 152 acre feet.

Design costs of the reservoir were split equally between the City and Tre-State. The construction costs were apportioned based on the benefit of the infrastructure, Tri-State benefit, City benefit, and Common benefit. Each entity paid 100% of the infrastructure construction costs that benefited them. The Common benefit infrastructure costs were apportioned by the pro-rata share of storage capacity.

The City granted Tri-State an easement and access to the WTP grounds. Tri-State has a pipeline and pump station of the WTP grounds and will be responsible for all maintenance.

NOTE 12: TAX, SPENDING, AND DEBT LIMITATIONS

Colorado voters passed an amendment to the State Constitution, Article X, Section 20, which has several limitations, including revenue raising, spending abilities, and other specific requirements of state and local governments. The Amendment is complex and subject to judicial interpretation. The City believes it is in compliance with the requirements of the amendment. However, the City has made certain interpretations of the amendment's language in order to determine its compliance.

As a result of this constitutional requirement, the residents of Fort Lupton, in 1993, passed Referendum A. This referendum requires that if, in any given year, the City has revenues in excess of current spending limits due to property (ad valorem), sales, or use taxes, then that excess must be used for water and wastewater projects, purchase of water rights, and construction of the water system.

In 2010, the residents of Fort Lupton renewed the ½ cent Sales and Use Tax for Street Improvements for 20 years; in 2001, the ½ cent Sales and Use Tax for Culture, Parks and Recreation was renewed for 20 years; in 2002, the residents approved a $6.7 million general obligation tax to construct a Recreation Center, and in 2005 the citizens authorized extension of the ½ cent water sales tax slated to expire in 2006 for an additional 20 years. All four of these issues have been exempted from the revenue restrictions of Article X, Section 20, and from the requirements of Referendum A.

NOTE 13: DEFAULT ON GOLF COURSE REVENUE ANTICIPATION WARRANTS

The Golf Enterprise has been in technical default since June 2000, due to the level of its bond reserves. The course has not collected sufficient green fees and other revenues to pay the bond interest or principal on its 1996 Revenue Anticipation Warrants.

As a result of the default, the bond covenant states that the bonds become due and payable and thus the balance has been re-classed to Current Bonds Payable, resulting in a Current Bond Payable Balance at December 31, 2019 of $1,785,000.

The Golf Enterprise Fund issued an offer to purchase any and all outstanding warrants on December 19, 2015 for the consideration described in the table below:

Security	Principal Amount Outstanding	Consideration per $1,000 Principal Amount
Senior Warrants	$ 4,500,000	$ 208
Subordinate 1996A1 Warrants	1,000,000	25
"B" Registered Coupons	27,000	25
Subordinate 1996AB Warrants	300,000	10

If all outstanding warrants were to be tendered the Golf Course Enterprise Fund's future debt service payments would decrease by $5,800,000, resulting in a net present value savings of $10,570,328. The Golf Enterprise will, additionally, pay all costs and expenses incurred in connection with the offer. The City (General Fund) has loaned the Golf Enterprise Fund the funds necessary to pay the Warrants Consideration assuming 100% of the warrant holders tender their outstanding warrants. The offer expired on January 30, 2015 at 5:00 p.m. Eastern Time and was extended twice. The final closing date was March 31, 2015 at 5:00pm Eastern Time.

As a result of this offer, $4,015,000 of the outstanding warrants ($3,115,000 of the Senior Warrants, $875,000 of the Subordinate 1996A1 Warrants and $25,000 of the "B" Registered Coupons) were tendered and purchased by the Golf Course Enterprise. The result is a decrease in future debt service principal payments of $4,015,000 and a net present value savings of $6,955,713. The remaining warrants outstanding, totaling $1,785,000, will remain as current bonds payable outstanding in fiscal year 2019. It is anticipated that the payments on the remaining balance will not be paid and the outstanding warrants will remain in default.

NOTE 14: COMMITMENTS AND CONTRACTS & BUDGET OVERAGES

On July 30, 2008 the City entered into an agreement with Weld County Dispatch Center (WELDCOM), until December 31, 2009 with automatic one year renewals through December 19, 2019. The City's share of expenses for 2019 total $3,165.

The City and Jacobs Engineering Group entered into an agreement for compensation for services to manage, operate, and maintain the effluent discharged from the Wastewater Treatment Plant and the finished water discharged for the Water Treatment Facility. Compensation for services is negotiated every three years. Compensation for years two & three will be adjusted based on the base fee adjustment formula shown in Appendix F of the negotiated agreement. Subsequent years' base fees shall be determined as hereinafter specified. 2019 fees were $1,362,884. A 1.47% increase compared to 2019.

On April 1, 2013 the City entered into a ten year agreement with Consolidated Mutual Water Company to lease 150 acre feet of water storage in the Perry Pit East Reservoir. The lease base rate is $206.21 per acre foot of water capacity. The rate will increase annually based on a formula in paragraphs 6 (b) (c) and (d) of the lease agreement. Subsequently, the City has agreed to lease the remaining 300 acre feet of capacity in the Perry Pit East Reservoir for the same terms as the initial lease and an additional 50 acre feet for $1,434 per acre foot.

In 2010 The City and Halliburton Energy Services, Inc. (Halliburton) entered into an agreement to extend water lines and sanitary sewer lines to the Halliburton facility at Denver Avenue and Weld County Road 8. Halliburton funded the construction in the amount of $2,400,000. The lines will benefit all properties in the service area and as sites are developed along the services lines a proportionate share of the original cost and accrued interest will be charged by the City on building permits and refunded to Halliburton. On December 31, 2019, $2,057,839 was the amount of the original construction costs to be collected on future development along the water and sewer lines. The interest accrued in 2019 at a rate of prime plus one percent (6.5%) was $167,480. The total accrued interest as of December 31, 2019 is $673,635. As the City is not required to reimburse Halliburton unless sufficient development occurs, these balances are not reported as a liability in the City's financial statements.

In 2015 The City and Martin Marietta Materials, Inc. (Martin Marietta) entered into an agreement to extend water lines from Weld County Road 8 525 lineal feet south along Denver Avenue to the Martin Marietta facility. Martin Marietta funded the construction in the amount of $114,077. The lines will benefit all properties in the service area and as sites are developed along the service lines a proportionate share of the original cost and accrued interest will be charged by the City on building permits and refunded to Martin Marietta.

NOTE 15: SALES TAX REBATES

In 2013 the City entered into an annexation agreement with L.G. Everest, Inc. The agreement contains a "Development Incentive Payment" requiring the City to refund the City's portion of sales tax collected by the State Department of Revenue for the previous year less $35,000 by April 30. The 2019 the City's sales tax rebate totaled $34,366.

NOTE 16: COMPLIANCE

The Golf Course Enterprise Fund may be in violation of state statutes as the expenditures exceed the appropriated budgets.

	Original Budget	Final Budget	Actual	Favorable (Unfavorable) Variance
Enterprise Fund Expenditures				
Golf Course Enterprise Fund	1,182,289	1,182,289	1,485,684	(303,395)

NOTE 17: PRIOR PERIOD RESTATEMENT

The City restated beginning net position in the utility fund due to a land sale not recorded in a prior period.

	Net Position as of December 31, 2018	Restatement	Net Position as of December 31, 2018 Restated
Business-Type Activities	$ 47,331,938	$ 1,222,820	$ 48,554,758
Utility Fund	$ 43,439,216	$ 1,222,820	$ 44,662,036

NOTE 18: SUBSEQUENT EVENT

Subsequent to year-end, the World Health Organization declared the spread of Coronavirus Disease (COVID-19) a worldwide pandemic. The COVID-19 pandemic is having significant effects on global markets, supply chains, businesses, and communities. Specific to the Association, COVID-19 may impact various parts of its 2020 operations and financial results, but the effects are currently unknown. Management believes the Association is taking appropriate actions to mitigate the negative impact. However, the full impact of COVID-19 is unknown and cannot be reasonably estimated as these events occurred subsequent to year-end and are still developing.

REQUIRED SUPPLEMENTARY INFORMATION

CITY OF FORT LUPTON

GENERAL FUND
BUDGETARY COMPARISON SCHEDULE
For the Year Ended December 31, 2019

	Original	Final	Actual	Variance with Final Budget Positive (Negative)
Revenues				
Taxes	$8,905,211	$8,905,211	$ 9,387,184	$ 481,973
Licenses and Permits	208,041	208,041	319,816	111,775
Intergovernmental	3,127,792	3,204,529	1,217,512	(1,987,017)
Charges for Services	517,278	537,856	691,290	153,434
Fines and Forfeits	232,250	232,250	308,707	76,457
Other	1,034,800	1,046,300	1,690,673	644,373
Total revenues	14,025,372	14,134,187	13,615,182	(519,005)
Expenditures				
General Government	4,374,335	4,458,742	3,404,411	1,054,331
Public Safety	2,230,827	2,264,070	2,186,163	77,907
Public Works	823,319	830,295	932,259	(101,964)
Capital Outlay	4,136,517	5,353,878	2,795,609	2,558,269
Other	948,849	940,709	369,961	570,748
Total expenditures	12,513,847	13,847,694	9,688,403	4,159,291
Excess of Revenues Over (Under) Expenditures	1,511,525	286,493	3,926,779	(4,678,296)
Other Financing Sources (Uses) -				
Transfers Out	(761,325)	(783,825)	(149,469)	634,356
Insurance Recoveries	-	-	59,314	59,314
Proceeds from Sale of Capital Assets	-	-	25,645	25,645
Total Other Financing Sources (Uses)	(761,325)	(783,825)	(64,510)	719,315
Net Change in Fund Balances	$ 750,200	$ (497,332)	3,862,269	$ (3,958,981)
FUND BALANCES, Beginning of Year			6,402,247	

NOTE 1: EXPLANATION OF DIFFERENCES BETWEEN REVENUES, EXPENDITURES AND OTHER FINANCING SOURCES (USES) FOR THE GENERAL FUND BUDGETARY COMPARISON SCHEDULE AND THE GENERAL FUND AS REPORTED IN THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

Certain funds used for accounting purposes are combined with the General Fund for reporting purposes. In accordance with GASB Statement No. 41, *Budgetary Comparison Schedules – Perspective Differences*, the activity of such funds is not included in the General Fund budgetary comparison schedule. The following is a reconciliation of the General Fund budgetary comparison schedule to the General Fund as reported in the Statement of Revenues, Expenditures and Changes in Fund Balance for the year ended December 31, 2019.

Revenue	
General Fund Budgetary Comparison Schedule	13,615,182
Adjustments:	
Street Sales Tax	1,315,128
Water Sales Tax	2,085,725
Contingency	116,166
Total General Fund revenues as reported in the Statement of Revenues, Expenditures and Changes in Fund Balance	17,132,201
Expenditures	
General Fund Budgetary Comparison Schedule	9,688,403
Adjustments:	
Street Sales Tax	128,053
Water Sales Tax	694,228
Total General Fund expenditures as reported in the Statement of Revenues, Expenditures and Changes in Fund Balance	10,510,684
Other Financing Sources (uses)	
General Fund Budgetary Comparison Schedule	-64,510
Adjustments:	
Water Sales Tax	-546,357
Total General Fund other financing sources (uses) as reported in the Statement of Revenues, Expenditures and Changes in Fund Balance	-610,867

SUPPLEMENTARY INFORMATION

CITY OF FORT LUPTON

CONTINGENCY FUND
BUDGETARY COMPARISON SCHEDULE
For the Year Ended December 31, 2019

	Original and Final Budget	Actual	Variance with Final Budget Positive (Negative)
Revenues			
Property Taxes	$ 62,733	$ 97,889	$ 35,156
Interest Income	11,000	18,277	7,277
Total revenues	73,733	116,166	42,433
Expenditures			
Capital Outlay	828,885	-	828,885
Total expenditures	828,885	-	828,885
Excess of revenues over expenditures	(755,152)	116,166	(786,452)
FUND BALANCES, Beginning of Year		768,112	
FUND BALANCES, End of Year		$ 884,278	

See the accompanying Independent Auditors' Report.

CITY OF FORT LUPTON

STREET IMPROVEMENT SALES TAX FUND
BUDGETARY COMPARISON SCHEDULE
For the Year Ended December 31, 2019

	Original and Final Budget	Actual	Variance with Final Budget Positive (Negative)
Revenues			
Sales Tax	$ 542,226	$ 1,032,369	$ 490,143
Interest income	7,000	30,286	23,286
Infrastructure Assessment Fees	48,300	252,473	204,173
Total taxes	597,526	1,315,128	717,602
Expenditures			
Other	149,000	92,114	56,886
Capital Outlay	675,000	35,939	639,061
Total expenditures	824,000	128,053	695,947
Excess of revenues over expenditures	$ (226,474)	1,187,075	$ 21,655
FUND BALANCES, Beginning of Year		2,587,168	
FUND BALANCES, End of Year		$ 3,774,243	

See the accompanying Independent Auditors' Report.

CITY OF FORT LUPTON

WATER SALES TAX FUND
BUDGETARY COMPARISON SCHEDULE
For the Year Ended December 31, 2019

	Original and Final Budget	Actual	Variance with Final Budget Positive (Negative)
Revenues			
Sales Tax	$ 1,084,452	$ 2,064,738	$ 980,286
Interest Income	12,000	20,987	8,987
Total revenues	1,096,452	2,085,725	989,273
Expenditures			
Water Carryover	30,000	-	30,000
Capital Outlay	122,556	122,556	-
Other	601,250	571,672	29,578
Total expenditures	753,806	694,228	59,578
Excess of revenues over expenditures	342,646	1,391,497	929,695
Other financing sources (uses) -			
Operating Transfer Out	(546,357)	(546,357)	-
Total other financing sources (uses)	(546,357)	(546,357)	-
Net change in fund balance	$ (203,711)	845,140	$ 929,695
FUND BALANCES, Beginning of Year		1,716,144	
FUND BALANCES, End of Year		$ 2,561,284	

See the accompanying Independent Auditors' Report.

CITY OF FORT LUPTON, COLORADO

NON MAJOR GOVERNMENTAL FUNDS
COMBINING BALANCE SHEET
December 31, 2019

	Culture, Parks & Recreation Sales Tax Fund	Conservation Trust Fund	Perpetual Care Cemetary Fund	Memorial Trust Fund	Totals
ASSETS					
Cash	$ 1,219,056	$ 418,452	$ 95,734	$ 584	$ 1,733,826
Restricted Cash	-	18,196	-	-	18,196
Accounts Receivable	880	-	-	-	880
Sales Tax Receivable	139,833	-	-	-	139,833
Prepaid Items	964	-	351	-	1,315
Total Assets	$ 1,360,733	$ 436,648	$ 96,085	$ 584	$ 1,894,050
LIABILITIES					
Accounts Payable	12,945	-	263	-	13,208
Accrued Expenses	21,508	-	2,349	-	23,857
Due to Other Funds	-	-	90,529	-	90,529
Total Liabilities	34,453	-	93,141	-	127,594
FUND BALANCES					
Nonspendable	964	-	351	-	1,315
Restricted	1,267,013	433,718	-	584	1,701,315
TABOR	40,113	2,930	3,343	-	46,386
Museum	18,190	-	-	-	18,190
Perpetual Care	-	-	40,375	-	40,375
Unassigned	-	-	(41,125)	-	(41,125)
Total Fund Balances	1,326,280	436,648	2,944	584	1,766,456
Total Liabilities and Fund Balances	$ 1,360,733	$ 436,648	$ 96,085	$ 584	$ 1,894,050

See the accompanying Independent Auditors' Report.

CITY OF FORT LUPTON, COLORADO

NON MAJOR GOVERNMENTAL FUNDS
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
For the Year Ended December 31, 2019

	Culture, Parks & Recreation Sales Tax Fund	Conservation Trust Fund	Perpetual Care Cemetary Fund	Memorial Trust Fund	Totals
REVENUES					
Sales Taxes	$ 1,032,369	$ -	$ -	$ -	$ 1,032,369
Federal and State Sources	-	93,482	-	-	93,482
Charges for Services	90,198	-	81,555	-	171,753
Interest Income	2,890	4,138	2,209	-	9,237
Other	211,666	-	27,675	-	239,341
Total Revenues	1,337,123	97,620	111,439	-	1,546,182
EXPENDITURES					
Current					
Culture, Parks, and Recreation:					
Others	77,968	-	5,258	-	83,226
Salaries and Benefits	441,017	-	61,533	-	502,550
Supplies	33,781	-	600	-	34,381
Utilities	36,669	-	79,210	-	115,879
Maintenance	29,518	-	6,319	-	35,837
Capital Outlay	99,089	-	47,500	-	146,589
Total Expenditures	718,042	-	200,420	-	918,462
Revenues Over (Under) Expenditures	619,081	97,620	(88,981)	-	627,720
OTHER FINANCING SOURCES (USES)					
Transfers In	50,740	-	98,729	-	149,469
Transfers Out	(124,147)	-	-	-	(124,147)
Total Other Financing Sources (Uses)	(73,407)	-	98,729	-	25,322
Net Change in Fund Balances	545,674	97,620	9,748	-	653,042
Fund Balances - Beginning of Year	780,606	339,028	(6,804)	584	1,113,414
FUND BALANCES - END OF YEAR	$ 1,326,280	$ 436,648	$ 2,944	$ 584	$ 1,766,456

See the accompanying Independent Auditors' Report.

CITY OF FORT LUPTON

CULTURE, PARKS, AND RECREATION SALES TAX FUND
BUDGETARY COMPARISON SCHEDULE
For the Year Ended December 31, 2019

	Original and Final Budget	Actual	Variance with Final Budget Positive (Negative)
Revenues			
Sales Tax	$ 542,226	$ 1,032,369	$ 490,143
Interest Income	-	2,890	2,890
Enhancement fees	145,500	-	(145,500)
Private Contributions	1,750	-	(1,750)
Usage Fees	97,600	90,198	(7,402)
Other	12,000	211,666	199,666
Total revenues	799,076	1,337,123	538,047
Expenditures			
Current:			
Salaries and Benefits	473,025	441,017	32,008
Maintenance	31,800	29,518	2,282
Supplies	35,750	33,781	1,969
Utilities	38,100	36,669	1,431
Other	90,916	77,968	12,948
Capital Outlay:			
Museum	5,000	-	5,000
Community Center	40,000	99,089	(59,089)
Total expenditures	714,591	718,042	(3,451)
Excess of revenues over expenditures	84,485	619,081	534,596
Other financing sources (uses) -			
Transfers In	56,829	50,740	(6,089)
Transfers Out	(435,392)	(124,147)	311,245
Total other financing sources (uses)	(378,563)	(73,407)	305,156
Net change in fund balance	$ (294,078)	545,674	$ 839,752
FUND BALANCES, Beginning of Year		780,606	
FUND BALANCES, End of Year		$ 1,326,280	

See the accompanying Independent Auditors' Report.

CITY OF FORT LUPTON

CONSERVATION TRUST FUND
BUDGETARY COMPARISON SCHEDULE
For the Year Ended December 31, 2019

	Original and Final Budget	Actual	Variance with Final Budget Positive (Negative)
Revenues			
Lottery Funds	$ 75,000	$ 93,482	$ 18,482
Interest Income	100	4,138	4,038
Total revenues	75,100	97,620	22,520
Excess of revenues over expenditures	75,100	97,620	22,520
Net change in fund balance	$ 75,100	97,620	$ 22,520
FUND BALANCES, Beginning of Year		339,028	
FUND BALANCES, End of Year		$ 436,648	

See the accompanying Independent Auditors' Report.

CITY OF FORT LUPTON

PERPETUAL CARE CEMETARY FUND
BUDGETARY COMPARISON SCHEDULE
For the Year Ended December 31, 2019

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
Revenues				
Charges for Services	$ 58,320	$ 58,320	$ 81,555	$ 23,235
Perpetual Care	14,025	14,025	19,275	5,250
Interest Income	-	-	2,209	2,209
Other	3,100	3,100	8,400	5,300
Total revenues	75,445	75,445	111,439	35,994
Expenditures				
Current:				
Salaries and Benefits	62,784	62,784	61,533	1,251
Maintenance	25,500	25,500	6,319	19,181
Supplies	2,000	2,000	600	1,400
Utilities	70,750	70,750	79,210	(8,460)
Other	9,000	9,000	5,258	3,742
Capital Outlay:				
Other Capital	25,000	47,500	47,500	-
Total expenditures	195,034	217,534	200,420	17,114
Excess of revenues over expenditures	(119,589)	(142,089)	(88,981)	18,880
Other financing sources (uses) -				
Transfers In	158,139	180,639	98,729	(81,910)
Total other financing sources (uses)	158,139	180,639	98,729	(81,910)
Net change in fund balance	$ 38,550	$ 38,550	9,748	$ (63,030)
FUND BALANCES, Beginning of Year			(6,804)	
FUND BALANCES, End of Year			$ 2,944	

See the accompanying Independent Auditors' Report.

CITY OF FORT LUPTON

MEMORIAL TRUST FUND
BUDGETARY COMPARISON SCHEDULE
For the Year Ended December 31, 2019

	Original and Final Budget	Actual	Variance with Final Budget Positive (Negative)
Revenues			
Other Income	$ -	$ -	$ -
Total revenues	-	-	-
Excess of revenues over expenditures	-	-	-
Net change in fund balance	$ -	-	$ -
FUND BALANCES, Beginning of Year		584	
FUND BALANCES, End of Year		$584	

See the accompanying Independent Auditors' Report.

CITY OF FORT LUPTON

UTILITY
BUDGETARY COMPARISON SCHEDULE
For the Year Ended December 31, 2019

	Combined				Water				Sewer			
	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
Operating Revenues												
Charges for Services	$ 4,519,516	$ 4,519,516	$ 4,818,689	$ 299,173	$ 3,002,436	$ 3,002,436	$ 3,138,190	$ 135,754	$ 1,517,080	$ 1,517,080	$ 1,680,499	$ 163,419
Other Income	121,500	121,500	1,016,613	895,113	121,500	121,500	1,615,773	1,494,273	-	-	-	-
Total Operating Revenues	4,641,016	4,641,016	5,835,302	1,194,286	3,123,936	3,123,936	4,753,963	1,630,027	1,517,080	1,517,080	1,680,499	163,419
Operating Expenses												
Salaries and Benefits	590,749	590,749	545,331	45,418	250,796	250,796	216,980	33,816	339,953	339,953	328,351	11,602
Professional Fees	140,000	148,000	122,503	25,497	97,500	96,450	73,088	23,362	42,500	51,550	49,415	2,135
Contract Management	1,147,673	1,024,886	1,028,580	(3,694)	504,977	382,190	487,835	(105,645)	642,696	642,696	540,745	101,951
Insurance	78,680	78,680	73,270	5,410	39,340	39,340	36,635	2,705	39,340	39,340	36,635	2,705
Maintenance	494,000	494,000	434,697	59,303	311,540	311,540	274,002	37,538	182,460	182,460	160,695	21,765
Supplies	167,000	167,000	139,756	27,244	156,500	156,500	129,056	27,444	10,500	10,500	10,700	(200)
Utilities	283,150	283,150	235,297	47,853	151,050	151,050	126,173	24,877	132,100	132,100	109,124	22,976
Water Assessments	765,000	765,000	640,975	124,025	765,000	765,000	640,975	124,025	-	-	-	-
Other	348,350	247,284	163,608	83,676	201,925	151,392	92,229	59,163	146,425	95,892	71,379	24,513
Total Operating Expenses	4,014,602	3,798,749	3,384,017	414,732	2,478,628	2,304,258	2,076,973	227,285	1,535,974	1,494,491	1,307,044	187,447
Net Operating Income	626,414	842,267	2,451,285	779,554	645,308	819,678	2,676,990	1,402,742	(18,894)	22,589	373,455	(24,028)
Nonoperating Revenues (Expenses)												
Investment Income (Loss)	3,000	3,000	164,491	161,491	1,500	1,500	82,245	80,745	1,500	1,500	82,246	80,746
Gain (Loss) on Disposal of Assets	-	-	(109,384)	(109,384)	-	-	(109,384)	(109,384)	-	-	-	-
Capital Contributions	819,550	819,550	1,497,675	678,125	667,500	667,500	1,355,292	687,792	152,050	152,050	142,383	(9,667)
Interest Expense	(1,665,543)	(1,665,543)	(1,412,847)	252,696	(1,659,743)	(1,659,743)	(1,408,226)	251,517	(5,800)	(5,800)	(4,621)	1,179
Administrative Fee	-	-	(400)	(400)	-	-	(400)	(400)	-	-	-	-
Bond Principal	(492,175)	(492,175)	(492,237)	(62)	(407,974)	(407,974)	(408,037)	(63)	(84,201)	(84,201)	(84,200)	1
Capital Expenditures	(1,687,925)	(1,780,991)	(1,263,449)	517,542	(1,229,900)	(1,283,981)	(938,658)	345,323	(458,025)	(497,010)	(324,791)	172,219
Other	-	-	2,815	2,815	-	-	1,407	1,407	-	-	1,408	1,408
Total Nonoperating Revenues (Expenses)	(3,023,093)	(3,116,159)	(1,613,336)	1,502,823	(2,628,617)	(2,682,698)	(1,425,761)	1,256,937	(394,476)	(433,461)	(187,575)	245,886
Net Income (Loss) Before Transfers	(2,396,679)	(2,273,892)	837,949	2,282,377	(1,983,309)	(1,863,020)	1,251,229	2,659,679	(413,370)	(410,872)	185,880	221,858
Other financing sources (uses) -												
Transfers In	546,357	546,357	546,357	-	546,357	546,357	546,357	-	-	-	-	-
Total other financing sources (uses)	546,357	546,357	546,357	-	546,357	546,357	546,357	-	-	-	-	-
Net change in fund balance	(1,850,322)	(1,727,535)	1,384,306	2,282,377	(1,436,952)	(1,316,663)	1,797,586	2,659,679	(413,370)	(410,872)	185,880	221,858
Reconciliation to GAAP Basis												
Bond Principal Payments			492,237				408,037				84,200	
Capital Outlay			1,263,449				938,658				324,791	
Depreciation and Amortization			(1,798,388)				(1,308,184)				(490,204)	
Net Income (Loss) - GAAP Basis			1,341,604				1,836,097				104,667	
NET POSITION, Beginning of Year As Restated			44,662,036				33,617,496				11,044,540	
NET POSITION, End of Year			$ 46,003,640				$ 35,453,593				$ 11,149,207	

See the a

CITY OF FORT LUPTON

STORM WATER
BUDGETARY COMPARISON SCHEDULE
For the Year Ended December 31, 2019

	Original and Final Budget	Actual	Variance with Final Budget Positive (Negative)
Operating Revenues			
Charges for Services	$ 51,840	$ 394,967	$ 343,127
Total Operating Revenues	51,840	394,967	343,127
Operating Expenses			
Salaries and Benefits	16,058	14,562	1,496
Supplies	-	188	188
Depreciation and Amortization	-	-	-
Total Operating Expenses	16,058	14,750	1,684
Net Operating Income	35,782	380,217	344,811
Nonoperating Revenues (Expenses)			
Investment Income	-	6,898	6,898
Capital Expenditures	(235,000)	-	235,000
Capital Contributions	500,000	-	(500,000)
Total Nonoperating Revenues (Expenses)	265,000	6,898	(258,102)
Net Income (Loss)	$ 300,782	387,115	$ 86,709
Reconciliation to GAAP Basis			
Depreciation and Amortization		(33,174)	
Net Income (Loss) - GAAP Basis		353,941	
NET POSITION, Beginning of Year		2,409,883	
NET POSITION, End of Year		$ 2,763,824	

See the accompanying Independent Auditors' Report.

CITY OF FORT LUPTON

RECREATION CENTER ENTERPRISE FUND
BUDGETARY COMPARISON SCHEDULE
For the Year Ended December 31, 2019

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
Operating Revenues				
Charges for Services	$ 490,600	$ 490,600	$ 350,872	$ (139,728)
Other	25,350	25,350	20,711	(4,639)
Total Operating Revenues	515,950	515,950	371,583	(144,367)
Operating Expenses				
Salaries and Benefits	891,690	894,074	828,956	65,118
Insurance	29,770	27,386	16,582	10,804
Maintenance	70,000	70,000	57,596	12,404
Merchandise for resale	1,500	1,500	1,044	456
Supplies	66,400	66,400	58,310	8,090
Utilities	115,000	115,000	138,111	(23,111)
Recreation Programs	47,150	47,150	48,630	(1,480)
Other	58,600	63,471	248,712	(185,241)
Total Operating Expenses	1,280,110	1,284,981	1,397,941	(112,960)
Net Operating Income	(764,160)	(769,031)	(1,026,358)	(257,327)
Nonoperating Revenues (Expenses)				
Property Taxes	1,355,821	1,355,821	1,365,580	9,759
Invenstment Income	750	750	1,471	721
Bond Principal	(425,000)	(425,000)	(425,000)	-
Administrative Fees	(200)	(200)	(200)	-
Interest Expense	(61,225)	(61,225)	(47,119)	14,106
Capital Expenditures	(309,500)	(304,629)	(142,001)	162,628
Total Nonoperating Revenues (Expenses)	560,646	565,517	752,731	187,214
Net Income (Loss) Before Transfers	(203,514)	(203,514)	(273,627)	(70,113)
Other financing sources (uses) -				
Transfers In	435,392	435,392	124,147	$ (311,245)
Total other financing sources (uses)	435,392	435,392	124,147	(311,245)
Net change in fund balance	$ 231,878	$ 231,878	(149,480)	$ (381,358)
Reconciliation to GAAP Basis				
Bond Principal Payments			425,000	
Capital Outlay			142,001	
Depreciation and Amortization			(333,647)	
Net Income (Loss) - GAAP Basis			83,874	
NET POSITION, Beginning of Year			1,893,452	
NET POSITION, End of Year			$ 1,977,326	

See the accompanying Independent Auditors' Report.

CITY OF FORT LUPTON

GOLF COURSE ENTERPRISE FUND
BUDGETARY COMPARISON SCHEDULE
For the Year Ended December 31, 2019

	Original and Final Budget	Actual	Variance with Final Budget Positive (Negative)
Operating Revenues			
Charges for Services	$ 896,664	$ 894,017	$ (2,647)
Sales of Merchandise	288,968	324,214	35,246
Other Income	600	25,490	24,890
Total Operating Revenues	1,186,232	1,243,721	57,489
Operating Expenses			
Salaries and Benefits	666,980	642,178	24,802
Professional Fees	13,000	14,813	(1,813)
Insurance	6,379	11,194	(4,815)
Maintenance	40,200	39,569	631
Merchandise for Resale	122,899	164,709	(41,810)
Supplies	110,000	120,600	(10,600)
Utilities	94,050	78,225	15,825
Other	128,781	141,399	(12,618)
Total Operating Expenses	1,182,289	1,212,687	(30,398)
Net Operating Income	3,943	31,034	87,887
Nonoperating Revenues (Expenses)			
Interest Income	160	400	240
Enhancement Assessment	-	12,000	12,000
Interest Expense	-	(160,475)	(160,475)
Capital Expenditures	-	(112,522)	(112,522)
Total Nonoperating Revenues (Expenses)	160	(260,597)	(260,757)
Net Income (Loss)	$ 4,103	(229,563)	$ (172,870)
Reconciliation to GAAP Basis			
Capital Outlay		112,522	
Depreciation and Amortization		(62,861)	
Net Income (Loss) - GAAP Basis		(179,902)	
NET POSITION, Beginning of Year		(410,615)	
NET POSITION, End of Year		$ (590,517)	

See the accompanying Independent Auditors' Report.

COMPONENT UNITS

FORT LUPTON PUBLIC and SCHOOL LIBRARY

GENERAL FUND
BALANCE SHEET
December 31, 2019

ASSETS	
Current Assets	
Cash	$ 8,099,256
Restricted Cash	114,668
Receivables:	
Other	334
Total Current Assets	8,214,258
Total Assets	8,214,258
LIABILITIES AND FUND BALANCES	
LIABILITIES	
Accounts Payable	64,041
Accrued Expenses	30,050
Total Liabilities	94,091
FUND BALANCES	
Restricted	
Net investment in capital assets	
Emergency Reserve	83,690
Restricted Donations	114,668
Fund Balance	7,921,809
Total Fund Balances	8,120,167
Total Liabilities and Fund Balances	$ 8,214,258

See the accompanying Independent Auditors' Report.

FORT LUPTON PUBLIC and SCHOOL LIBRARY

GENERAL FUND
RECONCILATION OF THE BALANCE SHEET TO THE STATEMENT OF NET POSITION
December 31, 2019

	2019	Adjustments	Statement of Net position
ASSETS			
Current Assets			
Cash	$ 8,099,256	$ -	$ 8,099,256
Restricted Cash	114,668	-	114,668
Receivables:			
Other	334	-	334
Total Current Assets	8,214,258	-	8,214,258
CAPITAL ASSETS ASSETS			
Non Depreciable:			
Construction in Progress	-	102,376	102,376
Depreciable:			
Buildings and Improvements	-	60,135	60,135
Accumulated Depreciation	-	(54,121)	(54,121)
Total Current Assets	-	108,390	108,390
		-	
Total Assets	8,214,258	108,390	8,322,648
LIABILITIES AND FUND BALANCES			
LIABILITIES			
Accounts Payable	64,041	-	64,041
Accrued Expenses	30,050	30,680	60,730
Total Liabilities	94,091	30,680	124,771
FUND BALANCES			
Restricted			
Net investment in capital assets	-	108,390	108,390
Emergency Reserve	83,690	-	83,690
Restricted Donations	114,668	-	114,668
Fund Balance	7,921,809	(30,680)	7,891,129
Total Fund Balances	8,120,167	77,710	8,197,877
Total Liabilities and Fund Balances	$ 8,214,258	$ 108,390	$ 8,322,648

See the a

City of Fort Lupton

GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGE IN FUND BALANCE
BUDGETARY COMPARISON SCHEDULE
For the Year Ended December 31, 2019

	Original and Final Budget	Actual	Variance with Final Budget Positive (Negative)
Revenues			
Intergovernment Revenue	$ 2,736,285	$ 2,743,657	$ 7,372
Other	-	46,013	46,013
Total Revenues	2,736,285	2,789,670	53,385
Expenditures			
Current:			
Salaries and Benefits	685,636	608,586	77,050
Maintenance	9,000	78	8,922
Supplies	122,000	81,259	40,741
Utilities	14,000	6,685	7,315
Programs	63,000	32,787	30,213
Other	413,906	126,050	287,856
Capital Outlay	6,299,875	102,376	6,197,499
Total Expenditures	7,607,417	957,821	6,649,596
Excess of revenues over expenditures	$ (4,871,132)	1,831,849	$ 6,702,981
FUND BALANCES, Beginning of Year		6,288,318	
FUND BALANCES, End of Year		$ 8,120,167	

See the accompanying Independent Auditors' Report.

City of Fort Lupton

RECONCILIATION OF STATEMENT OF REVENUES, EXPENDITURES, AND CHANGE IN FUND BALANCE TO THE STATEMENT OF NET POSITION
For the Year Ended December 31, 2019

	Total 2019	Adjustments	Statement of Activities
Expenditures / Expenses			
Expenditures / Expenses	$ 957,821	$ (79,375)	$ 878,446
Program Revenues			
Charges for Services	46,013	-	46,013
Operating Grants, and Contributions	2,743,657	-	2,743,657
Net Program Revenue	2,789,670	-	2,789,670
Net Program Expenses	1,831,849	79,375	1,911,224
General Revenues			
Property Taxes	-	-	-
Investment Earnings	-	-	-
Miscellaneous	-	-	-
Total General Revenues	-	-	-
Change in Net Position	1,831,849	79,375	1,911,224
Fund Balance / Net Position			
Beginning of Year	6,288,318	(1,665)	6,286,653
End of Year	8,120,167	77,710	8,197,877

See the accompanying Independent Auditors' Report.

City of Fort Lupton

GENERAL FUND
BALANCE SHEET
December 31, 2019

		2019
ASSETS		
CURRENT ASSETS		
Cash	$	356,359
Receivables:		
Property Taxes		224,412
Total Current Assets		580,771
Total Assets	$	580,771
LIABILITIES AND FUND BALANCES		
LIABILITIES		
Accounts Payable		25,576
Loan from City of Fort Lupton		-
Total Liabilities		25,576
DEFERRED INFLOWS OF RESOURCES		
Property Tax		224,412
Total Deferred Inflows		224,412
FUND BALANCES		
Restricted		
Emergency Reserve	$	6,591
Restricted Donations		-
Unrestricted		324,192
Total Fund Balances		330,783
Total Liabilities and Fund Balances	$	580,771

See the accompanying Independent Auditors' Report.

City of Fort Lupton

RECONCILATION OF THE BALANCE SHEET TO THE STATEMENT OF NET POSITION
December 31, 2019

	2019	Adjustments	Statement of Net position
ASSETS			
CURRENT ASSETS			
Cash	$ 356,359	$ -	$ 356,359
Receivables:			
Property Taxes	224,412	-	224,412
Total Current Assets	580,771	-	580,771
Total Assets	$580,771	-	$ 580,771
LIABILITIES AND FUND BALANCES			
LIABILITIES			
Accounts Payable	25,576	-	25,576
Loan from City of Fort Lupton	-	45,000	45,000
Total Liabilities	25,576	45,000	70,576
DEFERRED INFLOWS OF RESOURCES			
Property Tax	224,412	-	224,412
Total Deferred Inflows	224,412	-	224,412
FUND BALANCES			
Restricted			
Emergency Reserve	$ 6,591	-	6,591
Restricted Donations	-	-	-
Unrestricted	324,192	(45,000)	279,192
Total Fund Balances	330,783	(45,000)	285,783
Total Liabilities and Fund Balances	$ 580,771	-	580,771

See the accompanying Independent Auditors' Report.

City of Fort Lupton

GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGE IN FUND BALANCE
BUDGETARY COMPARISON SCHEDULE
For the Year Ended December 31, 2019

	2019	Adjustments	Statement of Activities
Expenditures / Expenses			
Expenditure	$ 71,136	$	$ 71,136
Program Revenues			
Charges for Services	-	-	-
TIFF Increment	219,694	-	219,694
Operating Grants, and Contributions	-	-	-
Capital Grants, and Contributions	-	-	-
Net Program Revenue	219,694	-	219,694
Net Program Expenses	148,558	-	148,558
General Revenues			
Property Taxes	-	-	-
Investment Earnings	-	-	-
Miscellaneous	-	-	-
Total General Revenues	-	-	-
Change in Net Position	148,558	-	148,558
Fund Balance / Net Position	-	-	-
Beginning of Year	182,225	(45,000)	137,225
End of Year	$ 330,783	$ (45,000)	$ 285,783

See the accompanying Independent Auditors' Report.

City of Fort Lupton

RECONCILIATION OF STATEMENT OF REVENUES, EXPENDITURES, AND CHANGE IN FUND BALANCE TO THE STATEMENT OF ACTIVITIES
For the Year Ended December 31, 2019

	Original and Final Budget	Actual	Variance with Final Budget Positive (Negative)
Revenues			
Property Taxes	$ 180,526	$ 169,514	$ (11,012)
Other	20	50,183	50,163
Total revenues	180,546	219,697	39,151
Expenditures			
Supplies	500	81	419
Services	6,000	3,436	2,564
Other	112,750	62,622	50,128
Capital Outlay	50,000	-	50,000
Total expenditures	169,250	66,139	103,111
Excess of revenues over expenditures	11,296	153,558	142,262
Other financing sources (uses) -			
Transfers Out	(5,000)	(5,000)	-
Total other financing sources (uses)	(5,000)	(5,000)	-
Net change in fund balance	$ 6,296	148,558	$ 142,262
FUND BALANCES, Beginning of Year		182,225	
FUND BALANCES, End of Year		$ 330,783	

See the accompanying Independent Auditors' Report.

STATISTICAL SECTION

This part of the Town of Superior's comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the government's overall financial health.

Sources: Unless otherwise noted, the information in these schedules is derived from the comprehensive annual financial reports for the relevant year.

City of Fort Lupton
Net Position by Component
Last ten fiscal years
(accrual basis of accounting)

	Fiscal Year									
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Governmental Activities										
Net Investment in Capital Assets	$ 24,136,541	$ 24,253,776	$ 25,423,316	$ 25,382,338	$ 25,369,586	$ 25,210,238	$ 27,240,541	$ 29,476,456	$ 28,376,949	$ 29,948,994
Restricted	226,073	3,121,421	2,233,960	2,932,189	3,488,518	4,316,235	4,683,596	4,120,226	5,780,680	8,584,485
Unrestricted	2,690,489	750,712	1,736,771	2,410,189	3,868,299	4,313,384	3,799,350	4,095,783	6,508,404	10,354,445
Subtotal Government Activities Net Position	27,053,103	28,125,909	29,394,047	30,724,716	32,726,403	33,839,857	35,723,487	37,692,465	40,666,033	48,887,924
Business Type Activities										
Net Investment in Capital Assets	24,948,580	24,474,959	25,524,613	32,494,395	33,275,694	41,729,359	42,568,285	42,491,698	41,640,058	42,153,860
Restricted	1,807,957	1,624,858	1,616,906	1,356,597	1,271,912	586,963	705,519	1,929,618	2,189,223	2,193,578
Unrestricted	(484,213)	345,497	394,235	(3,215,546)	(2,943,955)	840,139	1,715,637	2,269,777	3,502,657	5,314,963
Subtotal Business Type Activities Net Position	26,272,324	26,445,314	27,535,754	30,635,446	31,603,651	43,156,461	44,989,441	46,691,093	47,331,938	49,662,402
Total Government										
Net Investment in Capital Assets	49,085,121	48,728,735	50,947,929	57,876,733	58,645,280	66,939,597	69,808,826	71,968,154	70,017,007	72,102,854
Restricted	2,034,030	4,746,279	3,850,866	4,288,786	4,760,430	4,903,198	5,389,115	6,049,844	7,969,903	10,778,063
Unrestricted	2,206,276	1,096,209	2,131,006	(805,357)	924,344	5,153,523	5,514,987	6,365,560	10,011,061	15,669,408
Total Net Position	$ 53,325,427	$ 54,571,223	$ 56,929,801	$ 61,360,162	$ 64,330,054	$ 76,996,318	$ 80,712,928	$ 84,383,558	$ 87,997,971	$ 98,550,326

Source: City of Fort Lupton Finance Department

City of Fort Lupton
Changes in Net Position
Last ten fiscal years
(accrual basis of accounting)

	Fiscal Year									
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Expenses										
Governmental Activities:										
General Government	$ 1,104,816	$ 1,511,845	$ 1,649,002	$ 1,983,618	$ 2,336,076	$ 2,765,380	$ 3,208,613	$ 3,426,257	$ 3,730,084	$ 3,543,557
Public Safety	1,641,378	1,181,606	1,132,846	1,188,061	1,269,834	1,642,454	1,707,739	1,860,861	1,920,820	2,281,515
Public Works	1,145,342	1,028,537	1,232,748	1,351,463	1,406,244	1,354,525	1,495,318	1,479,817	1,962,923	2,220,165
Culture, Parks and Recreation	743,588	803,453	902,575	639,145	621,742	666,666	681,405	816,082	690,185	723,355
Other	705,100	687,754	527,565	546,855	591,798	723,047	732,755	778,374	1,814,351	1,102,342
Total Governmental Activities Expenses	5,340,224	5,213,195	5,444,736	5,709,142	6,225,694	7,152,072	7,825,830	8,361,391	10,118,363	9,870,934
Business Type Activities:										
Utilities	2,800,607	3,170,747	3,534,405	4,591,194	5,738,153	4,318,890	4,971,703	4,610,554	6,751,672	6,584,982
Storm Water Drainage	12,517	12,192	14,884	33,747	28,852	21,788	27,492	40,277	48,070	47,924
Golf	842,600	899,114	983,607	1,060,304	1,231,840	1,185,890	1,076,466	1,306,738	1,394,451	1,424,026
Recreation	1,049,324	1,073,717	1,051,829	1,139,988	1,212,567	1,289,317	1,329,787	1,429,122	1,502,879	1,766,569
Interest	1,294,691	1,476,667	1,057,081	-	-	-	-	-	-	-
Other	40,908	52,855	50,196	12,750	-	-	-	518,095	56,660	600
Total Business Type Activities Expenses	6,040,647	6,685,292	6,692,002	6,837,983	8,211,412	6,815,885	7,405,448	7,904,786	9,753,732	9,824,101
Total Government Expenses	11,380,871	11,898,487	12,136,738	12,547,125	14,437,106	13,967,957	15,231,278	16,266,177	19,872,095	19,695,035
Program Revenues										
Governmental Activities:										
Charges for Services, Sales & Fines										
General Government	111,893	85,753	124,611	103,153	78,354	117,306	436,871	300,698	331,153	403,619
Public Safety	216,854	179,063	290,970	208,226	168,597	290,045	285,126	263,561	275,372	413,969
Public Works	192,045	832,671	343,635	371,754	276,280	648,451	301,513	361,881	1,118,532	445,717
Culture, Parks and Recreation	75,309	73,977	80,132	116,998	122,409	158,472	233,201	163,847	122,733	216,161
Operating Grants and Contributions	128,543	155,057	179,023	172,698	235,720	182,179	185,628	171,386	190,946	227,546
Capital Grants and Contributions	150,073	121,752	164,740	461,155	529,298	177,101	1,221,755	802,689	985,112	1,014,444
Total Governmental Activities Program Revenue	874,717	1,448,273	1,183,111	1,433,984	1,410,658	1,573,554	2,664,094	2,064,062	3,023,848	2,721,456
Business Type Activities:										
Utilities	3,918,328	4,122,995	4,498,327	4,967,660	4,915,359	5,218,152	4,549,974	4,966,162	4,831,577	6,434,462
Storm Water Drainage	69,310	67,774	107,887	106,172	139,480	237,721	350,590	363,776	787,776	394,967
Golf	792,012	830,940	916,153	859,367	987,288	1,138,444	1,048,208	1,124,524	1,214,313	1,243,721
Recreation	314,063	351,235	348,839	369,748	371,570	363,156	396,250	469,887	683,536	371,583
Operating Grants and Contributions	-	-	-	-	3,336	-	86	8,260	-	-
Capital Grants and Contributions	913,763	102,902	1,000	298,120	669,042	2,947,240	83,420	464,757	657,929	1,497,675
Total Business Activities Program Revenue	6,007,476	5,475,846	5,872,206	6,601,067	7,086,075	9,904,713	6,428,528	7,397,366	8,175,131	9,942,408
Total Program Revenues	6,882,193	6,924,119	7,055,317	8,035,051	8,496,733	11,478,267	9,092,622	9,461,428	11,198,979	12,663,864

City of Fort Lupton
Changes in Net Position
Last ten fiscal years
(accrual basis of accounting)

Net (Expenses) / Revenues										
Government Activities	(4,465,507)	(3,764,922)	(4,261,625)	(4,275,158)	(4,815,036)	(5,578,518)	(5,161,736)	(6,297,329)	(7,094,515)	(7,149,478)
Business Type Activities	(33,171)	(1,209,446)	(819,796)	(236,916)	(1,125,337)	3,088,828	(976,920)	(507,420)	(1,578,601)	118,307
Total Government Net Expense	(4,498,678)	(4,974,368)	(5,081,421)	(4,512,074)	(5,940,373)	(2,489,690)	(6,138,656)	(6,804,749)	(8,673,116)	(7,031,171)
General Revenues and Transfers										
Governmental Activities:										
Taxes:										
Sales & Use Tax	$ 2,475,491	$ 2,644,241	$ 2,970,656	$ 3,177,171	$ 4,141,976	$ 3,862,467	$ 4,399,231	$ 4,957,598	$ 5,603,061	$ 8,258,952
Property Tax	1,274,416	1,401,364	1,410,597	1,501,966	1,668,804	1,849,386	1,936,197	2,607,663	2,941,375	$ 4,893,291
Other	886,631	997,937	1,067,750	1,068,065	1,278,040	1,293,521	1,055,742	1,151,775	1,433,390	$ 1,670,385
Investment Earnings	7,044	6,386	6,806	6,142	7,998	8,203	17,574	28,174	55,687	$ 143,304
Miscellaneous	166,918	255,511	478,296	(367,316)	147,115	139,663	112,133	454,731	1,014,186	$ 1,075,944
Transfers	(477,059)	(467,711)	(404,342)	219,799	(427,210)	(461,268)	(475,511)	(933,633)	(979,616)	$ (670,504)
Total Governmental Activities	4,333,441	4,837,728	5,529,763	5,605,827	6,816,723	6,691,972	7,045,366	8,266,308	10,068,083	15,371,372
Business Type Activities:										
Property Tax	893,695	880,245	871,184	1,252,924	952,629	1,010,267	978,857	1,070,125	1,059,659	1,365,580
Investment Earnings	5,022	4,101	18,225	38,520	17,190	(167,692)	22,162	47,096	179,329	173,260
Miscellaneous	22,041	30,380	616,485	111,121	696,511	6,663,013	1,333,370	158,218	842	2,815
Transfers	477,059	467,711	404,342	342,340	427,210	497,126	475,511	933,633	979,616	670,504
Total Business Activities	1,397,817	1,382,437	1,910,236	1,744,905	2,093,540	8,002,714	2,809,900	2,209,072	2,219,446	2,212,159
Total General Revenues and Transfers	5,731,258	6,220,165	7,439,999	7,350,732	8,910,263	14,694,686	9,855,266	10,475,380	12,287,529	17,583,531
Changes in Net Position										
Government Activities	(132,066)	1,072,806	1,268,138	1,330,669	2,001,687	1,113,454	1,883,630	1,968,978	2,973,568	8,221,894
Business Type Activities	1,364,646	172,991	1,090,440	1,507,989	968,203	11,091,542	1,832,980	1,701,652	640,845	2,330,466
Total Government-wide Changes in Net Position	$ 1,232,580	$ 1,245,797	$ 2,358,578	$ 2,838,658	$ 2,969,890	$ 12,204,996	$ 3,716,610	$ 3,670,630	$ 3,614,413	$ 10,552,360

Source: City of Fort Lupton Finance Department

City of Fort Lupton
Fund Balances of Governmental Funds
Last ten fiscal years
(accrual basis of accounting)

	Fiscal Year									
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
General Fund										
Restricted For:										
Emergency Reserve	$ 141,993	$ 133,517	$ 172,124	$ 186,151	$ 257,218	$ 237,422	$ 278,038	$ 308,947	$ 393,381	$ 514,736
Drug Forfeitures	10,685	5,207	5,208	-	-	-	-	-	-	-
Water Sales Tax	815,127	802,356	875,257	1,119,897	1,319,780	1,582,361	1,695,614	1,332,057	1,673,718	2,498,713
Street Sales Tax	1,440,946	1,703,013	559,717	889,080	954,895	1,527,542	1,337,051	1,194,440	2,535,544	3,734,789
Police Evidence								7,580	7,646	7,745
Children's Fund	-	-	5,038	1,248	12,248	6,629	11,681	15,039	25,941	22,227
Committed			136,960	133,707	131,235	117,507	134,514	158,173	181,694	201,488
Assigned			12,500	338,177	1,291,328	1,804,824	1,061,484	841,215	2,190,461	258,737
Non-Spendable			5,670	-	124,949	10,787	8,576	-	16,991	19,797
Unassigned	245,162	901,187	1,726,873	2,081,212	2,485,096	2,569,273	2,799,649	3,363,232	4,448,296	10,226,084
Total General Fund	2,653,913	3,545,280	3,499,347	4,749,472	6,576,749	7,856,345	7,326,607	7,220,683	11,473,672	17,484,316
All Other Governmental Funds										
Restricted for:										
Culture, Parks & Recreation	161,850	214,385	295,911	422,336	590,013	779,421	1,090,619	963,378	755,036	1,285,211
Other Non-Major Governmental Funds	243,419	262,943	320,705	313,477	354,364	182,860	270,593	298,785	389,414	521,064
Unassigned	-	-	-	-	-	-	-	(27,315)	(31,036)	(41,125)
Non-Spendable					49	74	-	-	-	1,315
Total All Other Governmental Funds	405,269	477,328	616,616	735,813	944,426	962,355	1,361,212	1,234,848	1,113,414	1,766,465
Total Governmental Funds										
Restricted	2,408,751	2,644,093	2,233,960	2,932,189	3,488,518	4,316,235	4,683,596	4,120,226	5,780,680	8,584,485
Committed			136,960	133,707	131,235	117,507	134,514	158,172	181,693	201,487
Assigned			12,500	338,177	1,291,328	1,804,824	1,061,484	841,215	2,190,461	258,737
Non-Spendable			5,670	-	124,998	10,861	8,576	-	16,991	21,112
Unassigned	650,431	1,378,515	1,726,873	2,081,212	2,485,096	2,569,273	2,799,649	3,335,918	4,417,260	10,184,959
Total Governmental Fund Balances	$ 3,059,182	$ 4,022,608	$ 4,115,963	$ 5,485,285	$ 7,521,175	$ 8,818,700	$ 8,687,819	$ 8,455,531	$ 12,587,085	$ 19,250,780

Source: City of Fort Lupton Finance Department

City of Fort Lupton
Changes in Fund Balances of Governmental Funds
Last ten fiscal years
(accrual basis of accounting)

	Fiscal Year									
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
REVENUES										
Taxes & Assessments	$ 3,918,656	$ 4,239,950	$ 4,589,158	$ 4,892,341	$ 6,059,815	$ 5,930,563	$ 6,555,699	$ 7,893,910	$ 8,888,980	$ 13,614,549
Licenses & Permits	168,899	151,975	131,636	126,146	111,044	182,204	367,397	216,861	236,240	319,816
Intergovernmental	683,294	747,953	877,978	1,151,973	971,940	895,658	1,793,551	1,392,232	1,723,285	1,310,995
Charges for Services	504,533	543,975	510,629	601,898	600,935	684,204	674,333	697,552	747,173	863,043
Fines & Forfeits	194,716	171,826	285,163	155,089	131,096	241,974	237,224	195,091	224,635	308,608
Other	198,421	765,327	722,654	472,612	779,758	792,602	632,580	868,357	2,330,133	2,287,007
Total Revenues	5,668,519	6,621,006	7,117,218	7,400,059	8,654,588	8,727,205	10,260,784	11,264,003	14,150,446	18,704,018
EXPENDITURES										
Current:										
General Government	1,317,658	1,480,055	1,678,331	1,961,113	2,270,095	2,688,586	3,129,031	3,297,296	3,512,670	3,404,411
Public Safety	1,589,310	1,157,474	1,103,279	1,136,985	1,221,589	1,572,600	1,631,175	1,762,064	1,920,820	2,186,256
Public Works	416,827	396,787	482,720	472,512	488,460	460,295	527,957	539,124	684,173	1,024,280
Culture, Parks & Recreation	568,170	626,472	723,720	462,009	439,996	484,036	509,810	602,814	587,815	618,944
Other	703,964	678,315	525,532	544,822	588,768	717,070	726,815	772,303	1,732,613	1,094,550
Capital Outlay	149,103	850,766	2,105,939	1,118,019	1,182,582	1,045,826	3,391,366	3,589,057	601,184	3,100,693
Total Expenditures	4,745,032	5,189,869	6,619,521	5,695,460	6,191,490	6,968,413	9,916,154	10,562,658	9,039,275	11,429,134
Excess (Deficiency) of Revenues Over Expenditures	923,487	1,431,137	497,697	1,704,599	2,463,098	1,758,792	344,630	701,345	5,111,171	7,274,884
Other Financing Sources (Uses)										
Transfers In	302,995	285,100	416,904	39,799	107,341	108,105	103,343	45,633	105,037	149,469
Transfers Out	(780,054)	(752,811)	(821,246)	(382,139)	(534,551)	(569,373)	(578,854)	(979,266)	(1,084,653)	(819,973)
Other	-	-	-	7,063	-	-	-	-	-	-
Total Other Financing Sources (Uses)	(506,904)	(467,711)	(404,342)	(335,277)	(427,210)	(461,268)	(475,511)	(933,633)	(979,616)	(670,504)
NET CHANGE IN FUND BALANCES	$ 416,583	$ 963,426	$ 93,355	$ 1,369,322	$ 2,035,888	$ 1,297,524	$ (130,881)	$ (232,288)	$ 4,131,555	$ 6,604,380
										(59,314)
Debt Service as a percentage of Noncapital Expenditures	0.65%	0%	0%	0%	0%	0%	0%	0%	0%	0%

Source: City of Fort Lupton Finance Department

City of Fort Lupton
General Governmental Tax Revenue by Source
Last ten fiscal years

	Fiscal Year									
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
REVENUES SOURCE										
Sales Tax	$ 2,342,006	$ 2,317,299	$ 2,822,830	$ 3,119,863	$ 3,959,981	$ 3,729,005	$ 3,834,104	$ 4,557,103	4,919,916	7,775,784
Property Tax	1,274,416	1,401,365	1,410,597	1,471,927	1,668,804	1,849,386	1,936,197	2,607,662	2,941,374	4,893,291
Motor Vehicle Tax	33,913	30,102	28,324	28,728	29,732	27,958	34,726	33,601	34,534	35,046
Specific Ownership Tax	134,835	164,243	179,581	184,481	219,304	190,753	185,546	295,048	310,010	427,260
Other	133,486	326,941	147,826	87,342	181,993	133,461	565,127	400,496	341,572	341,572
Total Revenues	$ 4,052,142	$ 4,566,891	$ 4,736,984	$ 4,979,683	$ 6,059,814	$ 5,930,563	$ 6,555,700	$ 7,893,910	$ 8,547,406	$ 13,472,953

Source: City of Fort Lupton Finance Department

City of Fort Lupton
Sales Tax by Category
Last ten fiscal years

	Fiscal Year									
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
REVENUES SOURCE										
Motor Vehicle	$ 334,486	$ 373,966	$ 477,499	$ 551,239	$ 970,371	$ 612,699	$ 812,825	$ 1,005,080	$ 896,505	$ 1,061,388
Hotels/motels	16,677	20,416	23,581	29,594	31,145	28,364	34,043	40,552	52,020	48,047
Restaurant	298,750	334,350	361,030	411,571	476,089	476,114	480,344	561,422	574,112	613,867
Food/grocery	458,181	475,766	503,190	533,937	585,585	570,364	601,844	617,134	651,331	693,775
Gas Stations/convenience	22,889	20,285	21,737	24,718	49,956	58,186	51,696	67,424	46,067	66,338
Utilities	399,472	410,238	394,362	446,456	469,668	447,897	405,310	465,782	443,482	415,158
Liquor/beer	111,697	127,394	143,911	149,661	166,235	163,093	158,144	144,442	109,681	107,113
Auto	125,661	123,024	152,924	162,591	161,063	144,766	187,348	203,472	210,980	465,400
Retail	156,364	156,922	188,070	220,988	282,560	291,123	284,504	338,166	574,235	619,378
Other	372,494	234,973	470,892	439,151	603,319	841,305	652,026	976,195	1,229,404	2,941,035
Wholesale	45,335	39,965	85,634	149,958	163,991	95,092	166,019	137,435	132,098	744,286
Total Revenues	$ 2,342,006	$ 2,317,299	$ 2,822,830	$ 3,119,863	$ 3,959,981	$ 3,729,003	$ 3,834,103	$ 4,557,103	$ 4,919,916	$ 7,775,784

Source: Sales Tax reports provided by Colorado Department of Revenue

City of Fort Lupton
Assessed Value and Estimated Actual Value of Taxable Property
Last ten fiscal years

Year	Residential Property	Commercial Property	Industrial Property	Agricultural Property	Oil & Gas Property	Vacant Land	Other	Total Value
2010	20,449,300	19,174,600	4,270,680	218,150	7,209,310	1,451,790	28,647,170	81,421,000
2011	18,841,290	17,711,660	5,074,390	251,640	8,634,070	1,162,660	29,969,690	81,645,400
2012	18,971,660	18,144,720	5,607,200	259,340	22,494,410	1,123,790	32,472,850	99,073,970
2013	18,510,770	19,159,730	10,138,620	256,010	16,188,079	976,600	31,313,940	96,543,749
2014	18,826,110	19,687,500	11,989,010	399,200	12,016,590	894,760	30,632,340	94,445,510
2015	25,956,340	25,005,200	13,447,860	547,520	7,426,490	1,013,950	43,833,530	117,230,890
2016	26,189,080	30,797,040	15,197,690	559,230	27,856,950	1,019,480	21,871,800	123,491,270
2017	35,318,660	21,260,240	21,285,770	599,270	13,953,620	1,637,040	40,782,700	134,837,300
2018	35,777,760	23,007,250	23,311,580	599,010	76,034,490	1,432,390	43,339,620	203,502,100
2019	44,480,540	32,360,670	21,649,530	606,760	173,346,630	932,900	58,155,400	331,532,430

Year	Less: Tax Exempt Real Property	Total Taxable Assessed Value	Total Direct Tax Rate	Grand Total Estimated Actual Taxable Value	Assessed Value as a Percentage of Actual Value	Taxable Value From Oil & Gas
2010	11,788,130	81,421,000	27.981	451,060,161	18.05%	9%
2011	14,870,340	81,645,400	27.767	435,101,260	18.76%	11%
2012	14,844,050	99,073,970	27.166	465,816,142	21.27%	23%
2013	14,771,850	96,543,749	27.166	466,145,510	20.71%	17%
2014	15,758,840	94,445,510	30.274	471,538,955	20.03%	13%
2015	16,308,230	117,230,890	28.977	569,925,138	20.57%	6%
2016	16,490,750	123,491,270	30.766	604,356,199	20.43%	23%
2017	18,680,760	134,837,300	34.859	738,102,106	18.27%	10%
2018	18,518,020	184,984,080	34.293	843,886,344	21.92%	41%
2019	25,219,950	306,312,480	35.195	1,138,711,852	26.90%	57%

Source: Weld County Assessor
https://www.weldgov.com/departments/assessor/taxing_authority_information/abstract_reports/

City of Fort Lupton

Property tax Rates
Direct and Overlapping Governments
Last ten fiscal years

Levy Year	City of Fort Lupton	Weld County	School District RE8	Fort Lupton Fire Protection District	Fort Lupton Fire Bond (2022)	High Plains Library District	Aims Junior College	Central CO Water Conservancy District	Central CO Water Sub District	Northern CO Water Conservancy District	Cottonwood Green District #1	Cottonwood Green District #2	Cottonwood Green District #3	Cottonwood Green District #4	Cottonwood Green District #5	Mountain Sky Metropolitan District	N. Land Industrial Metro. District #2	Total (excluding metro districts)
Rates (in mills)																		
2010	28.041	16.804	25.319	6.101	2.380	3.281	6.360	0.425	1.339	1.000	43.000	43.000	43.000	43.000	43.000	-	-	91.050
2011	27.981	16.804	22.780	6.051	1.963	3.271	6.355	0.392	1.319	1.000	43.000	43.000	43.000	43.000	43.000	-	-	87.916
2012	27.767	16.804	22.350	8.524	1.514	3.261	6.318	1.856	1.291	1.000	43.000	43.000	43.000	43.000	43.000	-	-	90.685
2013	27.166	16.804	20.703	9.295	1.239	3.264	6.302	1.887	1.301	1.000	43.000	43.000	43.000	43.000	43.000	-	-	88.961
2014	30.274	15.800	19.563	9.303	1.032	3.267	6.333	1.737	1.309	1.000	43.000	43.000	43.000	43.000	43.000	-	-	89.618
2015	28.977	15.800	15.755	9.343	0.632	3.308	6.325	1.533	1.272	1.000	43.000	43.000	43.000	43.000	43.000	-	-	83.945
2016	30.766	15.800	21.379	9.302	0.583	3.271	6.308	2.004	1.583	1.000	43.000	43.000	43.000	43.000	43.000	-	-	91.996
2017	34.859	15.800	22.066	9.334	0.643	3.256	6.317	1.800	1.353	1.000	43.000	43.000	43.000	43.000	43.000	-	50.000	96.428
2018	34.293	15.038	19.480	9.295	0.459	3.252	6.299	2.739	1.540	1.000	43.000	43.000	43.000	43.000	43.000	50.000	50.000	93.395
2019	35.195	15.038	18.313	9.295	0.350	3.177	6.299	1.266	2.279		43.000	43.000	-	-	43.000	60.000	50.000	
Collection Year																		
2010	2,143,652	96,972,420	8,926,337	2,430,428	-	16,632,067	31,134,568	963,342	1,752,336	4,197,907	0	0	0	0	20,758	-	-	165,153,057
2011	2,146,176	78,999,116	6,204,032	1,362,222	419,704	13,189,603	24,324,580	518,945	1,249,091	3,498,148	0	0	0	0	27,137	-	-	131,911,617
2012	2,289,419	91,108,983	8,671,127	1,588,108	622,502	15,602,936	28,452,629	644,693	1,474,147	3,901,547	1	1	1	1	13,016	-	-	154,356,092
2013	2,772,189	109,452,573	9,964,019	2,070,594	674,979	18,817,935	34,450,900	712,148	1,744,630	4,412,136	1	1	1	1	20,102	-	-	185,072,103
2014	2,680,730	119,624,895	12,308,029	3,515,702	626,222	21,068,569	38,447,286	3,997,854	1,901,490	4,418,338	115	115	115	115	11,714	-	-	208,589,115
2015	2,565,707	143,469,905	13,322,589	4,644,634	620,524	27,485,416	50,998,267	5,614,025	2,705,691	4,821,505	1	1	1	1	12,475	-	-	256,248,262
2016	3,054,021	183,013,032	26,960,036	7,643,985	849,363	34,908,644	64,060,720	6,327,916	3,031,112	5,983,037	1	1	1	1	10,992	-	-	335,831,865
2017	3,494,062	144,600,784	17,045,041	8,254,682	560,723	27,357,041	48,394,130	3,587,505	1,888,521	5,600,144	1	1	1	1	4,210	-	-	260,782,633
2018	3,983,719	148,537,875	18,258,636	6,843,482	469,790	27,601,362	50,201,101	5,318,901	3,053,071	6,209,066	1	1	1	1	5,010	-	28,361	270,477,004
2019	6,343,659	176,907,467	25,109,912	2,292,872	517,178	34,143,774	63,192,368	7,229,014	5,109,509	7,748,887	1,694	4,946	4,946	4,946	5,061	1,640	3,336,871	328,594,639
2020	10,780,668	236,584,542	30,309,888	13,470,128	519,811	44,758,168	83,976,471	5,446,707	7,682,991	-	1,726	6,984	-	-	4,523	1,968,743	2,050,042	433,529,373

Source: Weld County Assessor
https://www.weldgov.com/departments/assessor/taxing_authority_information
https://www.weldgov.com/departments/assessor/taxing_authority_information/certification_letters
https://www.weldgov.com/departments/assessor/taxing_authority_information/mill_levy_reports

City of Fort Lupton
Property Tax Levies and Collections
Last ten fiscal years

Levy Year	City of Fort Lupton	Weld County	School District RE8	Fort Lupton Fire Protection District	Fort Lupton Fire Bond (2022)	High Plains Library District	Aims Junior College	Central CO Water Conservancy District	Central CO Water Sub District	Northern CO Water Conservancy District	Cottonwood Green District #1	Cottonwood Green District #2	Cottonwood Green District #3	Cottonwood Green District #4	Cottonwood Green District #5	Mountain Sky Metropolitan District	N. Land Industrial Metro. District #1	N. Land Industrial Metro. District #2	Total (excluding metro districts)
Rates (in mills)																			
2010	28.041	16.804	25.319	6.101	2.380	3.281	6.360	0.425	1.339	1.000	43.000	43.000	43.000	43.000	43.000	-	-	-	91.050
2011	27.981	16.804	22.780	6.051	1.963	3.271	6.355	0.392	1.319	1.000	43.000	43.000	43.000	43.000	43.000	-	-	-	87.916
2012	27.767	16.804	22.350	8.524	1.514	3.261	6.318	1.856	1.291	1.000	43.000	43.000	43.000	43.000	43.000	-	-	-	90.685
2013	27.166	16.804	20.703	9.295	1.239	3.264	6.302	1.887	1.301	1.000	43.000	43.000	43.000	43.000	43.000	-	-	-	88.961
2014	30.274	15.800	19.563	9.303	1.032	3.267	6.333	1.737	1.309	1.000	43.000	43.000	43.000	43.000	43.000	-	-	-	89.618
2015	28.977	15.800	15.755	9.343	0.632	3.308	6.325	1.533	1.272	1.000	43.000	43.000	43.000	43.000	43.000	-	-	-	83.945
2016	30.766	15.800	21.379	9.302	0.583	3.271	6.308	2.004	1.583	1.000	43.000	43.000	43.000	43.000	43.000	-	-	-	91.996
2017	34.859	15.800	22.066	9.334	0.643	3.256	6.317	1.800	1.353	1.000	43.000	43.000	43.000	43.000	43.000	-	-	50.000	96.428
2018	34.293	15.038	19.480	9.295	0.459	3.252	6.299	2.739	1.540	1.000	43.000	43.000	43.000	43.000	43.000	50.000	-	50.000	93.395
2019																			
Collection Year																			
2010	2,143,652	1,388,021	2,000,588	699,214	-	269,278	522,284	44,604	107,876	82,601	0	0	0	0	20,758	-	-	-	7,258,118
2011	2,146,176	1,368,198	1,807,546	497,645	152,990	265,025	513,929	34,604	108,941	81,421	0	0	0	0	27,137	-	-	-	6,976,477
2012	2,289,419	1,371,969	2,067,180	498,119	194,316	267,879	519,265	34,699	109,323	81,645	1	1	1	1	13,016	-	-	-	7,433,814
2013	2,772,189	1,664,839	2,256,905	599,497	194,482	324,071	629,615	38,837	130,679	99,074	1	1	1	1	20,102	-	-	-	8,710,187
2014	2,680,730	1,622,321	2,157,753	822,939	146,167	314,829	609,963	179,185	124,638	96,544	115	115	115	115	11,714	-	-	-	8,755,070
2015	2,565,707	1,587,062	1,955,305	877,871	117,018	308,270	595,196	178,219	122,874	94,446	1	1	1	1	12,475	-	-	-	8,401,967
2016	3,054,021	1,593,893	1,973,502	938,480	104,107	329,573	638,869	175,227	132,051	100,879	1	1	1	1	10,992	-	-	-	9,040,604
2017	3,494,062	1,951,162	1,945,605	1,153,779	78,046	408,509	781,082	189,312	157,081	123,491	1	1	1	1	4,210	-	-	-	10,282,130
2018	3,983,719	1,805,639	2,443,212	1,063,041	66,626	373,813	720,884	229,019	180,907	114,281	1	1	1	1	5,010	-	-	28,361	10,981,141
2019	6,343,659	2,781,791	3,603,490	1,719,427	84,908	601,568	1,165,215	506,671	284,875	184,984	1,694	4,946	4,946	4,946	5,061	1,640	-	3,336,871	17,276,588
2020																			

Source: Weld County Assessor
https://www.weldgov.com/departments/assessor/taxing_authority_information
https://www.weldgov.com/departments/assessor/taxing_authority_information/certification_letters
https://www.weldgov.com/departments/assessor/taxing_authority_information/mill_levy_reports

City of Fort Lupton
Property Tax Levies and Collections
Last ten fiscal years

Year Levied	Tax Levy	Year Collected	Tax Collected	Percent of Levy Collected	Delinquent Tax Collection	Total Collection	Percent of Total Tax Collected
2010	2,146,176	2011	2,281,596	106%	13	2,281,609	106%
2011	2,289,419	2012	2,276,265	99%	5,516	2,281,781	100%
2012	2,772,189	2013	2,754,890	99%	774	2,755,664	99%
2013	2,680,730	2014	2,624,832	98%	(3,399)	2,621,433	98%
2014	2,565,707	2015	2,869,349	112%	(9,696)	2,859,653	111%
2015	3,054,021	2016	2,915,053	95%	(5,137)	2,909,916	95%
2016	3,494,062	2017	3,181,719	91%	(51)	3,181,667	91%
2017	3,983,719	2018	4,000,545	100%	458	4,001,003	100%
2018	6,343,659	2019	6,256,971	99%	1,900	6,258,871	99%
2019	10,780,668	2020					

Source: Fort Lupton Finance Department Source: Fort Lupton Finance Department & Weld County Assessor's Office

Note: Taxes Levied in one year are collectNote: Taxes Levied in one year are collected the following year. Years listed above represent the year taxes were levied.
Delinquent Tax Collection are showDelinquent Tax Collection are shown in the year levied.

City of Fort Lupton
Ratios of General Bonded Debt Outstanding
As of December 31, **2019**

	City of Fort Lupton			Weld County		
	2019			2019		
	Assessed Value	Rank	Percent of Total Assessed Value	Assessed Value	Rank	Percent of Total Assessed Value
Kerr-McGee Oil & Gas Onshore LP	$ 171,429,499	1	56.0%	$ 2,511,415,710	1	15.96%
Tri-State Cogeneration Partnership	10,285,000	2	3.4%			
Kerr-McGee Gathering LLC	9,753,340	3	3.2%			
Halliburton Energy Services Inc	7,391,690	4	2.4%			
Golden Aluminum Inc	5,447,940	5	1.8%			
Public Service Co Of Colo (Xcel)	5,357,640	6	1.7%			
Complete Energy Services	2,105,060	7	0.7%			
GEP Investment Inc	1,859,890	8	0.6%			
Safeway Stores 46 Inc	1,747,760	9	0.6%			
United Power Inc	1,632,730	10	0.5%			
1011 Fort LLC						
Noble Energy Inc				1,687,711,750	2	10.7%
PDC Energy Inc				1,213,619,090	3	7.7%
Extraction Oil & Gas LLC				971,026,310	4	6.2%
SRC Energy Inc				636,219,890	5	4.0%
Crestone Peak Resources, LP				548,466,360	6	3.5%
Highpoint Operating Corporation				543,650,140	7	3.5%
Great Western Oil & Gas CO LLC				356,233,550	8	2.3%
Whiting Oil and Gas				342,556,440	9	2.2%
Bonanza Creek Energy Inc				271,755,400	10	1.7%
	$ 217,010,549		70.85%	$ 9,082,654,640		57.73%

Source: Weld County Assessor's Office
Weld County information is the latest available.

City of Fort Lupton
Ratio of Outstanding Debt by Type
Last ten fiscal years

	Governmental Activities	Business Type Activities					Weld County	
Year	Capital Leases	Revenue Bonded Debt	General Obligation Bond	Construction Loans	Capital Leases	Total Primary Government	Percentage of Personal Income	Per Capita
2010	268,886	18,503,300	4,690,000	4,527,627	28,886	28,018,699	0.396%	3,798
2011	-	18,125,400	4,560,000	6,015,374	-	28,700,774	0.414%	3,835
2012	-	17,731,800	4,200,000	3,138,014	-	25,069,814	0.323%	3,398
2013	-	17,318,400	3,936,282	2,714,804	-	23,969,486	0.287%	3,249
2014	-	16,882,900	3,542,379	2,608,381	-	23,033,660	0.297%	3,122
2015	-	12,344,045	3,128,466	2,499,833	-	17,972,344	0.215%	2,309
2016	-	11,670,282	2,714,554	2,389,118	-	16,773,906	0.201%	2,155
2017	-	31,727,647	2,285,643	2,276,184	289,931	36,579,357	0.341%	4,700
2018		31,487,392	1,851,732	2,160,992	208,015	35,708,083	0.337%	4,480
2019		36,563,675	1,412,821	2,043,496	123,815	35,708,083	0.000%	-

Source: Fort Lupton Finance Department

City of Fort Lupton
Ratio of General Bonded Debt Outsanding
Last ten fiscal years

Year	City Population (1)	Estimated Actual Value (2)	General Obligation Bond (3)	General Bonded Debt to Actual Taxable Valuation	General Bonded Debt Per Capita
2010	7,377	452,643,407	4,690,000	1.04%	636
2011	7,483	451,060,161	4,560,000	1.01%	609
2012	7,377	435,101,260	4,200,000	0.97%	569
2013	7,377	465,816,142	3,936,282	0.85%	534
2014	7,377	466,145,510	3,542,379	0.76%	480
2015	7,651	471,538,955	3,128,466	0.66%	409
2016	7,651	569,925,138	2,714,554	0.48%	355
2017	7,971	604,356,199	2,285,643	0.38%	287
2018	7,971	738,102,106	1,851,732	0.25%	232
2019	7,971	843,886,344	1,412,821	0.17%	177

Source: Fort Lupton Finance Department

(1) Department of Local Affairs / US Census
(2) Weld County Assessors Office

(3) General Obligation Bond Debt equal to the gross general obligation bond debt less obligations associated with proprietary Funds. In this table the gross general obligation debt is equal to net general obligation bond debt

City of Fort Lupton
Pledged Revenue Coverage
Last ten fiscal years

Year	Utility Revenues	Less: Operating Expenditures	Net Available Revenue	Debt Service Principal	Debt Service Interest	Coverage
2010	3,918,328	2,800,607	1,117,721	956,802	822,435	0.63
2011	4,122,995	3,170,747	952,248	1,004,759	774,030	0.54
2012	4,498,327	3,534,405	963,922	1,058,035	723,345	0.54
2013	5,398,703	4,603,944	794,759	836,613	675,520	0.53
2014	4,915,359	4,603,119	312,240	316,420	168,472	0.64
2015	5,218,152	3,778,458	1,439,694	573,512	104,726	2.12
2016	4,549,974	3,333,880	1,216,094	711,902	94,826	1.51
2017	4,966,162	2,660,005	2,306,157	640,000	127,476	5.50
2018	4,831,577	4,948,785	(117,208)	248,113	1,499,777	(0.08)
2019	6,434,462	5,182,411	1,252,051	408,037	1,534,917	0.82

Source: Fort Lupton Finance Department current & prior year financial statements
Operating expenditures are net of depreciation expense

City of Fort Lupton
Direct and Overlapping General Bonded Debt
As of December 31, **2019**

	Outstanding General Obligation Bond Debt	Percentage Applicable to the City	Share of Debt Applicable to the City
Direct Debt			
City of Fort Lupton	$ 1,412,822	100%	$ 1,412,822
Overlapping General Obligation Bond Debt			
Fort Lupton Fire Protection District	2,020,163	16.42%	331,711
Weld County School District RE-8	57,015,000	14.35%	8,181,653
Direct & Overlapping General Obligation Bonded Debt	$ 60,447,985		$ 9,926,186

Source: Provided by each entity

Note:
The following governments had no outstanding general obligation bond debt as of December 31, 2017:

Weld County, High Plains Library District, Northern Colorado Water Conservancy District, Central Colorado Water Conservancy District, Aims Community College

Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the City. This schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by residents and businesses of The City of Fort Lupton. This process recognizes that, when considering the City's ability to issue and repay long-term debt, the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident, and therefore responsible for repaying the debt, of each overlapping government.

City of Fort Lupton
Demographic and Economic Statistics
Last ten fiscal years

		Weld County (2)		
Year	City Population (1)	Personal Income Amounts (expressed in billions)	Per Capita Income	Unemployment Rate
2010	7,377	7.07	28,503	9.80%
2011	7,483	6.93	27,186	9.10%
2012	7,377	7.76	25,233	8.70%
2013	7,377	8.35	29,986	6.70%
2014	7,783	8.35	31,657	3.90%
2015	7,783	10.74	27,047	3.80%
2016	7,783	10.60	42,787	3.80%
2017	7,971	11.20	42,701	3.40%
2018	7,971	13.40	44,080	2.20%
2019				

(1) Source: Census Data or State of Colorado Department of Local Affairs, Division of Local Government.
(2) Weld County.

Source: Upstate Colorado in cooperation with University of Northern Colorado and the State of Colorado demographer.

City of Fort Lupton
Principal Employers
Last ten fiscal years

	Number of Employees									
	2013	2014	2015	2016	2017	2018	2019	2018 Rank	Percent of Total City Employment	% of Total Employment
Halliburton	950	950	800	800	1,030	1,200		1		43%
Weld School RE8	150	150	246	246	342	350		2		13%
Golden Aluminum	105	105	159	176	177	200		3		7%
City of Fort Lupton	126	126	181	159	159	193		4		7%
A&W Water Supply	500	500	325	117	117	143		5		5%
Salud Clinic	50			120	101	137		6		5%
Summit Body Works					100	125		7		5%
Pilot Thomas Logistics						121		8		4%
Nelson Pipeline Construction, LLC					150	111		9		4%
Merritt Aluminum				77	80	100		10		4%

Source: City of Fort Lupton Economic Development Department and Upstate Colorado
years. Data will be accumulated

City of Fort Lupton
Full-Time Equivalent City Government Employees by Function
Last ten fiscal years

	Fiscal Year									
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Function:										
General Government	22.15	16.53	17.65	18.15	19.65	21.69	23.68	25.97	26.34	25.59
Building & Grounds	8.43	8.39	9.39	10.89	10.79	12.95	13.7	14.4	12.59	12.59
Public Works	12	11	10	12	12	12	12	13	14.5	14.5
Public Safety	19	13	12	13	13	15	15	17	17	20
Culture, Parks & Recreation	3.32	2.11	1.98	2.23	2.23	2.57	3.49	3.32	3.77	3.77
Utility	0	0	0	0	0	1	1	1	1	1
Recreation Center	4.53	3.44	3.44	3.44	3.44	11.3	10.49	12.22	15.01	15.01
Golf Course	0	0	0	0	0	10.53	13.53	13.91	12.42	14.14
Total	69.43	54.47	54.46	59.71	61.11	87.04	92.89	100.82	102.63	106.6

Source: City of Fort Lupton Finance Department

City of Fort Lupton
Misc Statistics
As of December 31, **2019**

	2018
Number of Employees	
Non-Exempt (hourly)	139
Exempt (salary)	23
Area (sq. miles)	12.14
Miles of streets maintained	53.83
Population (est.)	7,971
Elected Officials	7
Employees (Full-time equivalents)	115.48
Police Protection:	
Number of Stations	1
Number of Sworn Police Officers	17
Municipal Water and Sewer:	
Miles of Water Mains	45
Miles of Sanitary Sewer Mains	36
Miles of Storm Sewer Mains	26
Municipal Parks and Recreation:	
Number of Indoor Swimming Pools	1
Parks (Developed/Undeveloped)	11/3
Services not included in the reporting entity:	
Fire Protection (Fort Lupton Fire Protection District):	2
Electricity Services (United Power)	-
Natural Gas Service (Xcel Energy)	-
School District - Weld County School District RE-8	4

Source: City of Fort Lupton Finance Department
Information not available for prior years. Ten year data will be accumulated over time.

STATE COMPLIANCE

The public report burden for this information collection is estimated to average 380 hours annually.

LOCAL HIGHWAY FINANCE REPORT	City or County: City
	YEAR ENDING : 12/19
This Information From The Records Of (for example - City of _ or County of _) City of Fort Lupton	Prepared By: Kris Kindle Phone: (720) 466-6121

I. DISPOSITION OF HIGHWAY-USER REVENUES AVAILABLE FOR LOCAL GOVERNMENT EXPENDITURE

ITEM	A. Local Motor-Fuel Taxes	B. Local Motor-Vehicle Taxes	C. Receipts from State Highway-User Taxes	D. Receipts from Federal Highway Administration
1. Total receipts available				
2. Minus amount used for collection expenses				
3. Minus amount used for nonhighway purposes				
4. Minus amount used for mass transit				
5. Remainder used for highway purposes				

II. RECEIPTS FOR ROAD AND STREET PURPOSES

ITEM	AMOUNT
A. Receipts from local sources:	
1. Local highway-user taxes	
a. Motor Fuel (from Item I.A.5.)	
b. Motor Vehicle (from Item I.B.5.)	
c. Total (a.+b.)	
2. General fund appropriations	
3. Other local imposts (from page 2)	1,803,892
4. Miscellaneous local receipts (from page 2)	267,662
5. Transfers from toll facilities	
6. Proceeds of sale of bonds and notes:	
a. Bonds - Original Issues	
b. Bonds - Refunding Issues	
c. Notes	
d. Total (a. + b. + c.)	0
7. Total (1 through 6)	2,071,554
B. Private Contributions	613,750
C. Receipts from State government (from page 2)	703,150
D. Receipts from Federal Government (from page 2)	79,096
E. Total receipts (A.7 + B + C + D)	3,467,550

III. DISBURSEMENTS FOR ROAD AND STREET PURPOSES

ITEM	AMOUNT
A. Local highway disbursements:	
1. Capital outlay (from page 2)	1,139,150
2. Maintenance:	568,545
3. Road and street services:	
a. Traffic control operations	73,136
b. Snow and ice removal	16,700
c. Other	12,318
d. Total (a. through c.)	102,154
4. General administration & miscellaneous	
5. Highway law enforcement and safety	875,324
6. Total (1 through 5)	2,685,173
B. Debt service on local obligations:	
1. Bonds:	
a. Interest	
b. Redemption	
c. Total (a. + b.)	0
2. Notes:	
a. Interest	
b. Redemption	
c. Total (a. + b.)	0
3. Total (1.c + 2.c)	0
C. Payments to State for highways	
D. Payments to toll facilities	
E. Total disbursements (A.6 + B.3 + C + D)	2,685,173

IV. LOCAL HIGHWAY DEBT STATUS
(Show all entries at par)

	Opening Debt	Amount Issued	Redemptions	Closing Debt
A. Bonds (Total)	0			0
1. Bonds (Refunding Portion)				
B. Notes (Total)	0			0

V. LOCAL ROAD AND STREET FUND BALANCE

A. Beginning Balance	B. Total Receipts	C. Total Disbursements	D. Ending Balance	E. Reconciliation
(2,565,628)	3,467,550	2,685,173	(1,783,251)	0

Notes and Comments:

LOCAL HIGHWAY FINANCE REPORT	STATE: Colorado
	YEAR ENDING (mm/yy): 12/19

II. RECEIPTS FOR ROAD AND STREET PURPOSES - DETAIL

ITEM	AMOUNT	ITEM	AMOUNT
A.3. Other local imposts:		**A.4. Miscellaneous local receipts:**	
a. Property Taxes and Assessments		a. Interest on investments	30,286
b. Other local imposts:		b. Traffic Fines & Penalities	176,980
1. Sales Taxes	971,973	c. Parking Garage Fees	
2. Infrastructure & Impact Fees	252,473	d. Parking Meter Fees	
3. Liens		e. Sale of Surplus Property	0
4. Licenses		f. Charges for Services	
5. Specific Ownership/Cnty R&B	579,446	g. Other Misc. Receipts	0
6. Total (1. through 5.)	1,803,892	h. Other-SSTX Fund Use Tax	60,396
c. Total (a. + b.)	1,803,892	i. Total (a. through h.)	267,662
	(Carry forward to page 1)		(Carry forward to page 1)

ITEM	AMOUNT	ITEM	AMOUNT
C. Receipts from State Government		**D. Receipts from Federal Government**	
1. Highway-user taxes	346,506	1. FHWA (from Item I.D.5.)	
2. State general funds		2. Other Federal agencies:	
3. Other State funds:		a. Forest Service	
a. State bond proceeds		b. FEMA	
b. Project Match		c. HUD	
c. Motor Vehicle Registrations	35,046	d. Federal Transit Admin	
d. Other	321,598	e. U.S. Corps of Engineers	
e. Project contribution		f. Other Federal	79,096
f. Total (a. through e.)	356,644	g. Total (a. through f.)	79,096
4. Total (1. + 2. + 3.f)	703,150	3. Total (1. + 2.g)	
			(Carry forward to page 1)

III. DISBURSEMENTS FOR ROAD AND STREET PURPOSES - DETAIL

	ON NATIONAL HIGHWAY SYSTEM (a)	OFF NATIONAL HIGHWAY SYSTEM (b)	TOTAL (c)
A.1. Capital outlay:			
a. Right-Of-Way Costs			0
b. Engineering Costs	0	35,939	35,939
c. Construction:			
(1). New Facilities			0
(2). Capacity Improvements			0
(3). System Preservation		1,103,211	1,103,211
(4). System Enhancement & Operation			0
(5). Total Construction (1) + (2) + (3) + (4)	0	1,103,211	1,103,211
d. Total Capital Outlay (Lines 1.a. + 1.b. + 1.c.5)	0	1,139,150	1,139,150
			(Carry forward to page 1)

Notes and Comments:

FORM FHWA-536 (Rev.1-05) PREVIOUS EDITIONS OBSOLETE

CliftonLarsonAllen LLP
CLAconnect.com

City Council
City of Fort Lupton
Fort Lupton, Colorado

We have audited the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Fort Lupton as of and for the year ended December 31, 2019, and have issued our report thereon dated July 31, 2020. We have previously communicated to you information about our responsibilities under auditing standards generally accepted in the United States of America, as well as certain information related to the planned scope and timing of our audit. Professional standards also require that we communicate to you the following information related to our audit.

Significant audit findings

Qualitative aspects of accounting practices

Accounting policies

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City of Fort Lupton are described in Note 1 to the financial statements.

No new accounting policies were adopted and the application of existing policies was not changed during the year ended December 31, 2019.

We noted no transactions entered into by the entity during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate affecting the financial statements was:

- Management's estimate of the depreciation expense is based on estimated useful lives of assets from the date they are placed into service. We evaluated the key factors and assumptions used to develop the depreciation expense in determining that it is reasonable in relation to the financial statements taken as a whole.

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Financial statement disclosures

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements were:

- The disclosure of the City of Fort Lupton's default on its Golf Course Revenue Anticipation in Note 13 to the financial statements describes the nature of the default settlement agreement.

- The disclosure of commitments and contracts in Note 14 to the financial statements describes certain contracts the City of Fort Lupton has entered into that represent either future commitments or expected future revenues of the City.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties encountered in performing the audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Uncorrected misstatements

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management did not identify and we did not notify them of any uncorrected financial statement misstatements.

Corrected misstatements

The attached schedule summarizes all misstatements (material and immaterial) detected as a result of audit procedures that were corrected by management.

Disagreements with management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. No such disagreements arose during our audit.

Management representations

We have requested certain representations from management that are included in the attached management representation letter dated July 31, 2020.

Management consultations with other independent accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the entity's financial statements or a determination of the type of auditors' opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Significant issues discussed with management prior to engagement

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to engagement as the entity's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our engagement.

Other audit findings or issues

We have provided a separate letter to you dated July 31, 2020, communicating internal control related matters identified during the audit.

Audits of group financial statements

We noted no matters related to the group audit that we consider to be significant to the responsibilities of those charged with governance of the group.

Limitations on the group audit

There were no restrictions on our access to information of components or other limitations on the group audit.

Other information in documents containing audited financial statements

With respect to the required supplementary information (RSI) accompanying the financial statements, we made certain inquiries of management about the methods of preparing the RSI, including whether the RSI has been measured and presented in accordance with prescribed guidelines, whether the methods of measurement and preparation have been changed from the prior period and the reasons for any such changes, and whether there were any significant assumptions or interpretations underlying the measurement or presentation of the RSI. We compared the RSI for consistency with management's responses to the foregoing inquiries, the basic financial statements, and other knowledge obtained during the audit of the basic financial statements. Because these limited procedures do not provide sufficient evidence, we did not express an opinion or provide any assurance on the RSI.

With respect to the combining and individual fund financial statements and schedules and the Local Highway Finance Report accompanying the financial statements, on which we were engaged to report in relation to the financial statements as a whole, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period or the reasons for such changes, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves. We have issued our report thereon dated July 31, 2020.

The introductory and statistical sections accompanying the financial statements, which are the responsibility of management, were prepared for purposes of additional analysis and are not a required part of the financial statements. Such information was not subjected to the auditing procedures applied in the audit of the financial statements, and, accordingly, we did not express an opinion or provide any assurance on them.

In connection with the entity's annual report, we did not perform any procedures or corroborate other information included in the annual report. Our responsibility for such other information does not extend beyond the financial information identified in our auditors' report. We have no responsibility for determining whether such other information is properly stated and do not have an obligation to perform any procedures to corroborate other information contained in such documents. However, as required by professional standards, we read management's discussion and analysis of financial conditions and results of operations and considered whether the information or the manner in which it was presented was materially inconsistent with information or the manner of presentation of the financial statements We did not identify any material inconsistencies between the other information and the audited financial statements.

Our auditors' opinion, the audited financial statements, and the notes to financial statements should only be used in their entirety. Inclusion of the audited financial statements in a document you prepare, such as an annual report, should be done only with our prior approval and review of the document.

* * *

This communication is intended solely for the information and use of the City Council and management of the City of Fort Lupton and is not intended to be, and should not be, used by anyone other than these specified parties.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Broomfield, Colorado
July 31, 2020

Client: ***011-05691900 - City of Fort Lupton***
Engagement: ***AUD - City of Fort Lupton***
Period Ending: ***12/31/2019***
Trial Balance: ***0900.00 - Fund Trial Balance***
Workpaper: ***0920.10 - Adjusting Journal Entries Report- All funds***
Fund Level: ***All***
Index: ***All***

Account	Description	W/P Ref	Debit	Credit
Adjusting Journal Entries				
Adjusting Journal Entries JE # 1		**1370.10**		
To record the 2019 December payment for United Power Electric.				
100-110150	ACCOUNTS RECEIVABLE - OTHER		24,780.00	
100-1800-341160	UNITED POWER ELEC FRANCHISE			24,780.00
Total			**24,780.00**	**24,780.00**
Adjusting Journal Entries JE # 2		**1300.03**		
To correct the recreation center accounts receivable balance				
500-6700-550200	BAD DEBTS		12,138.00	
500-110000	ACCOUNTS RECEIVABLE - REC CNTR			12,138.00
Total			**12,138.00**	**12,138.00**
	Total Adjusting Journal Entries		**36,918.00**	**36,918.00**
	Total All Journal Entries		**36,918.00**	**36,918.00**

CITY OF FORT LUPTON
CITY COUNCIL

Zo Stieber, Mayor

Shannon Rhoda, Ward 1	**David Crespin, Ward 1**
Chris Ceretto, Ward 2	**Tommy Holton, Ward 2**
Michael Sanchez, Ward 3	**Bruce Fitzgerald, Ward 3**

AM 2020-0165

AUTHORIZE THE MAYOR TO EXECUTE A PURCHASE AGREEMENT WITH THE HIGHWAY 160 GENERAL PARTNERSHIP, LLP AND/OR ASSIGNS FOR $779,750.00

I. Agenda Date: Council Meeting – September 15, 2020

II. Attachments:
a. Real Estate Purchase Agreement
b. Ordinance 2020.XXX

III. Summary Statement:

The City approached Highway 160 General Partnership, LLP to purchase property located on Highway 52 and CR 35 (155.95 acres+-). An offer to purchase has been accepted by Highway 160 General Partnership, LLP for the purchase price of $779,750 with earnest funds required of $50,000 upon execution of the purchase agreement.

IV. Submitted by: ______________________________
City Administrator

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 approached Highway 160 General Partnership, LLP to purchase property located on Highway 52 and CR 35 (155.95 acres+-). An offer to purchase has been accepted by Highway 160 General Partnership, LLP for the purchase price of $779,750 with earnest funds required of $50,000 upon execution of the purchase agreement.

The property is better described as:

PROPERTY LOCATION.
Northwest of the Highway 52 and CR 35 intersection and directly east of the solar panel facility in unincorporated Weld County, Colorado.
"The Northeast Quarter of Section 2, Township 1 North, Range 66 West of the 6th P.M. Weld County Colorado"

LEGAL DESCRIPTION.
The Northeast Quarter of Section 2, Township 1 North, Range 66 West of the 6th P.M. Weld County Colorado

WELD COUNTY ASSESSOR INFO
https://propertyreport.co.weld.co.us/?account=R0369494
Owner: HIGHWAY-160 PARTNERSHIP
Weld County Parcel: 147102000064
Section: 2 Township: 1N Range: 66W

X. Legal/Political Considerations:

The purchase agreement has been reviewed and acceptable by the City Attorney.

XI. Alternatives/Options:

- *Purchase the property described above at the agreed on price.*
- *Decline the purchase at this time.*

XII. Financial Considerations:

This is an unbudgeted expenditure in the General Fund and will require a supplemental budget resolution.

XIII. Staff Recommendation:

Staff has no recommendation at this time.

Commercial Broker's Alliance NOCO, LLC
1295 Main Street #5 Windsor, CO 80550
B.J. Johanningmeier Broker Associate bj@cbanoco.com
Ph: 970.227.3393

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

CONTRACT TO BUY AND SELL REAL ESTATE
(LAND)

(☒ Property with No Residences)
(☐ Property with Residences-Residential Addendum Attached)

Date: ***9/11/2020***

AGREEMENT

1. AGREEMENT. Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. Buyer. Buyer, ***City of Fort Lupton, Colorado*** (Buyer) will take title to the Property described below as
☐ **Joint Tenants** ☐ **Tenants In Common** ☒ **Other** ***City of Fort Lupton***.

2.2. No Assignability. This Contract **IS NOT** assignable by Buyer unless otherwise specified in **Additional Provisions**.

2.3. Seller. ***HIGHWAY 160 GENERAL PARTNERSHIP, LLP*** (Seller) is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of ***Weld***, Colorado:
Title Company Legal Description; TBD8 Highway 160 Partnership (Vacant Land):

NE 1/4 Section 2, Township 1 North, Range 66 West of the 6th P.M., Weld County, Colorado. Parcel # 147102000064 (Containing approximately 155.95 Acres).
known as No. ***TBD8 Hwy 52, Fort Lupton, CO 80621***,
together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto except as herein excluded (Property).

2.5. Inclusions. The Purchase Price includes the following items (Inclusions):

2.5.1. Inclusions. The following items, whether fixtures or personal property, are included in the Purchase Price unless excluded under **Exclusions**:
n/a If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. Personal Property –- Conveyance. Any personal property must be conveyed at Closing by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except ***n/a***.
Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

2.6. Exclusions. The following items are excluded (Exclusions): ***n/a***

2.7. Water Rights, Well Rights, Water and Sewer Taps.

☐ **2.7.1. Deeded Water Rights.** The following legally described water rights:
No water rights.

Any deeded water rights will be conveyed by a good and sufficient ***n/a*** deed at Closing.

☐ **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1, 2.7.3, 2.7.4 and 2.7.5, will be transferred to Buyer at Closing: ***If any water wells are discovered to be appurtenant to the Property, Seller shall execute any and all documents necessary to transfer same to Buyer.***

☒ **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is ***n/a***.

☒ **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows: ***Any water stock certificate information related to the Property, if any.***

2.7.5. Water and Sewer Taps. The parties agree that water and sewer taps listed below for the Property are being conveyed as part of the Purchase Price as follows: ***n/a***

If any water or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of the amount remaining to be paid, if any, time and other restrictions for transfer and use of the taps.

2.7.6. Conveyance. If Buyer is to receive any rights to water pursuant to § 2.7.2 (Other Rights Relating to Water), § 2.7.3 (Well Rights), § 2.7.4 (Water Stock Certificates), or § 2.7.5 (Water and Sewer Taps), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

2.8. Growing Crops. With respect to growing crops, Seller and Buyer agree as follows: ***Seller shall inform any tenant farmer (if any) of this transaction and Buyer may request lease rights be terminated at the end of the current lease term. Seller shall provide copies of any and all leases on the property.***

3. DATES, DEADLINES AND APPLICABILITY.

3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 4.3	Alternative Earnest Money Deadline	***See Paragraph 30, Additional Provisions***
		Title	
2	§ 8.1, 8.4	Record Title Deadline	***MEC + 10 Days***
3	§ 8.2, 8.4	Record Title Objection Deadline	***MEC + 15 Days***
4	§ 8.3	Off-Record Title Deadline	***MEC + 10 Days***
5	§ 8.3	Off-Record Title Objection Deadline	***MEC + 15 Days***
6	§ 8.5	Title Resolution Deadline	***MEC + 20 Days***
7	§ 8.6	Right of First Refusal Deadline	***n/a***
		Owners' Association	
8	§ 7.2	Association Documents Deadline	***n/a***
9	§ 7.4	Association Documents Termination Deadline	***n/a***
		Seller's Disclosures	

10	§ 10.1	Seller's Property Disclosure Deadline	***n/a***	
11	§ 10.10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	***n/a***	
		Loan and Credit		
12	§ 5.1	New Loan Application Deadline	***n/a***	
13	§ 5.2	New Loan Termination Deadline	***n/a***	
14	§ 5.3	Buyer's Credit Information Deadline	***n/a***	
15	§ 5.3	Disapproval of Buyer's Credit Information Deadline	***n/a***	
16	§ 5.4	Existing Loan Deadline	***n/a***	
17	§ 5.4	Existing Loan Termination Deadline	***n/a***	
18	§ 5.4	Loan Transfer Approval Deadline	***n/a***	
19	§ 4.7	Seller or Private Financing Deadline	***n/a***	
		Appraisal		
20	§ 6.2	Appraisal Deadline	***n/a***	
21	§ 6.2	Appraisal Objection Deadline	***n/a***	
22	§ 6.2	Appraisal Resolution Deadline	***n/a***	
		Survey		
23	§ 9.1	New ILC or New Survey Deadline	***n/a***	
24	§ 9.3	New ILC or New Survey Objection Deadline	***n/a***	
25	§ 9.3	New ILC or New Survey Resolution Deadline	***n/a***	
		Inspection and Due Diligence		
26	§ 10.3	Inspection Objection Deadline	***MEC + 45 Days***	
27	§ 10.3	Inspection Termination Deadline	***MEC + 45 Days***	
28	§ 10.3	Inspection Resolution Deadline	***n/a***	
29	§ 10.5	Property Insurance Termination Deadline	***n/a***	
30	§ 10.6	Due Diligence Documents Delivery Deadline	***MEC + 15 Days***	
31	§ 10.6	Due Diligence Documents Objection Deadline	***MEC + 20 Days***	
32	§ 10.6	Due Diligence Documents Resolution Deadline	***MEC + 30 Days***	
33	§ 10.6	Environmental Inspection Termination Deadline	***n/a***	
34	§ 10.6	ADA Evaluation Termination Deadline	***n/a***	
35	§ 10.7	Conditional Sale Deadline	***n/a***	
36	§ 10.10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	***n/a***	
37	§ 11.1,11.2	Estoppel Statements Deadline	***n/a***	
38	§ 11.3	Estoppel Statements Termination Deadline	***n/a***	
		Closing and Possession		
39	§ 12.3	Closing Date	***MEC + 50 Days***	
40	§ 17	Possession Date	***at Closing***	
41	§ 17	Possession Time	***at Closing***	
42	§ 28	**Acceptance Deadline Date**	***9/25/2020***	Friday
43	§ 28	**Acceptance Deadline Time**	***5:00 PM MDT***	
44	***MEC***	***Mutually Executed Contract***	***MEC***	
45	***n/a***	***Not Applicable***	***n/a***	

3.2. Applicability of Terms. Any box checked in this Contract means the corresponding provision applies. If any deadline blank in § 3.1 (Dates and Deadlines) is left blank or completed with the abbreviation "N/A", or the word "Deleted," such deadline is not applicable and the corresponding provision containing the deadline is deleted. If no box is checked in a provision that contains a selection of "None", such provision means that "None" applies.

The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract.

4. PURCHASE PRICE AND TERMS.

4.1. Price and Terms. The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price	***$779,750.00***	
2	§ 4.3	Earnest Money		***$50,000.00***
3	§ 4.5	New Loan		
4	§ 4.6	Assumption Balance		
5	§ 4.7	Private Financing		
6	§ 4.7	Seller Financing		
7	***n/a***	***n/a***		
8	***n/a***	***n/a***		
9	§ 4.4	Cash at Closing		***$729,750.00***
10		**TOTAL**	***$779,750.00***	***$779,750.00***

4.2. Seller Concession. At Closing, Seller will credit to Buyer $ ***n/a*** (Seller Concession). The Seller Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract.

4.3. Earnest Money. The Earnest Money set forth in this section, in the form of a ***$50,000 Earnest Money***, will be payable to and held by ***Land Title, Brighton, CO*** (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.

4.3.1. Alternative Earnest Money Deadline. The deadline for delivering the Earnest Money, if other than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

4.3.2. Return of Earnest Money. If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 25 and, except as provided in § 24 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three days of Seller's receipt of such form.

4.4. Form of Funds; Time of Payment; Available Funds.

4.4.1. Good Funds. All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good

Funds).

4.4.2. Time of Payment; Available Funds. All funds, including the Purchase Price to be paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT**. Buyer represents that Buyer, as of the date of this Contract, ☒ **Does** ☐ **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

4.5. New Loan. (Omitted as inapplicable)

4.6. Assumption. (Omitted as inapplicable)

4.7. Seller or Private Financing. (Omitted as inapplicable)

TRANSACTION PROVISIONS

5. FINANCING CONDITIONS AND OBLIGATIONS. (Omitted as inapplicable)

5.3. Credit Information and Buyer's New Senior Loan. (Omitted as inapplicable)

5.4. Existing Loan Review. (Omitted as inapplicable)

6. APPRAISAL PROVISIONS.

6.1. Appraisal Definition. An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.

6.2. Appraisal Condition. The applicable appraisal provision set forth below applies to the respective loan type set forth in § 4.5.3, or if a cash transaction (i.e. no financing), § 6.2.1 applies.

6.2.1. Conventional/Other. Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal Objection Deadline**, notwithstanding § 8.3 or § 13:

6.2.1.1. Notice to Terminate. Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated; or

6.2.1.2. Appraisal Objection. Deliver to Seller a written objection accompanied by either a copy of the Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

6.2.1.3. Appraisal Resolution. If an Appraisal Objection is received by Seller, on or before **Appraisal Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such termination, i.e., on or before expiration of **Appraisal Resolution Deadline**.

6.3. Lender Property Requirements. If the lender imposes any written requirements, replacements, removals or repairs, including any specified in the Appraisal (Lender Requirements) to be made to the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following Seller's receipt of the Lender Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy the Lender Requirements; (2) the Lender Requirements have been completed; or (3) the satisfaction of the Lender Requirements is waived in writing by Buyer.

6.4. Cost of Appraisal. Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by ☒**Buyer** ☐**Seller**. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's agent or all three.

7. ~~**OWNERS' ASSOCIATION.** This Section is applicable if the Property is located within a Common Interest Community and subject to the declaration (Association).~~

~~**7.1. Common Interest Community Disclosure. THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.**~~

~~**7.2. Association Documents to Buyer.** Seller is obligated to provide to Buyer the Association Documents (defined below), at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the Association Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt of the Association Documents, regardless of who provides such documents.~~

~~**7.3. Association Documents.** Association documents (Association Documents) consist of the following:~~

~~**7.3.1.** All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements, rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5, C.R.S.;~~

~~**7.3.2.** Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings; such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.3.1 and 7.3.2, collectively, Governing Documents); and~~

~~**7.3.3.** List of all Association insurance policies as provided in the Association's last Annual Disclosure, including, but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed (Association Insurance Documents);~~

~~**7.3.4.** A list by unit type of the Association's assessments, including both regular and special assessments as disclosed in the Association's last Annual Disclosure;~~

~~**7.3.5.** The Association's most recent financial documents which consist of: (1) the Association's operating budget for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent available financial audit or review, (4) list of the fees and charges (regardless of name of title of such fees or charges) that the Association's community association manager or Association will charge in connection with the Closing including, but not limited to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4 and 7.3.5, collectively, Financial Documents);~~

~~**7.3.6.** Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5, C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2 (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common elements or limited common~~

~~elements of the Association property.~~

~~**7.4. Conditional on Buyer's Review.** Buyer has the right to review the Association Documents. Buyer has the Right to Terminate under § 25.1, on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 25.1 by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right to Terminate under this provision, notwithstanding the provisions of § 8.6 (Right of First Refusal or Contract Approval).~~

8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.

8.1. Evidence of Record Title.

☒ **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this box is checked, ☐ an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing.

☐ **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.

If neither box in § 8.1.1 or § 8.1.2 is checked, § 8.1.1 applies.

8.1.3. Owner's Extended Coverage (OEC). The Title Commitment ☒**Will** ☐**Will Not** contain Owner's Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by ☒**Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other** ***n/a***.

Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.5 (Right to Object to Title, Resolution).

8.1.4. Title Documents. Title Documents consist of the following: (1) copies of any plats, declarations, covenants, conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title Documents).

8.1.5. Copies of Title Documents. Buyer must receive, on or before **Record Title Deadline**, copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the party or parties obligated to pay for the owner's title insurance policy.

8.1.6. Existing Abstracts of Title. Seller must deliver to Buyer copies of any abstracts of title covering all or any portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

8.2. Record Title. Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents as set forth in § 8.5 (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2 (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.5 (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

8.3. Off-Record Title. Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters (including, without limitation, rights of first refusal and options) not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2 (Record Title) and § 13 (Transfer of Title)), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3 (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.5 (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

8.4. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.

A tax certificate from the respective county treasurer listing any special taxing districts that effect the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If the Property is located within a special taxing district and such inclusion is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may object, on or before **Record Title Objection Deadline**. If the Tax Certificate shows that the Property is included in a special taxing district and is received by Buyer after the **Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to the Property's inclusion in a special taxing district as unsatisfactory to Buyer.

8.5. Right to Object to Title, Resolution. Buyer's right to object, in Buyer's sole subjective discretion, to any title matters includes those matters set forth in § 8.2 (Record Title), § 8.3 (Off-Record Title), § 8.4 (Special Taxing District) and § 13 (Transfer of Title). If Buyer objects to any title matter, on or before the applicable deadline, Buyer has the following options:

8.5.1. Title Objection, Resolution. If Seller receives Buyer's written notice objecting to any title matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2 (Record Title), § 8.3 (Off-Record Title) or § 8.4 (Special Taxing Districts), the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

8.5.2. Title Objection, Right to Terminate. Buyer may exercise the Right to Terminate under § 25.1, on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

8.6. Right of First Refusal or Contract Approval. If there is a right of first refusal on the Property or a right to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the holder of the right of first refusal exercises such right or the holder of a right to approve disapproves this Contract, this Contract will terminate. If the right of first refusal is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in writing of the foregoing. If expiration or waiver of the right of first refusal or approval of this Contract has not occurred on or before **Right of First Refusal Deadline**, this Contract will then terminate.

8.7. Title Advisory. The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations, unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property, and various laws and governmental regulations concerning land use, development and environmental matters.

8.7.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.

8.7.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.

8.7.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING OF CURRENT WELLS, AND GAS GATHERING AND PROCESSING FACILITIES.

8.7.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.

8.7.5. Title Insurance Exclusions. Matters set forth in this Section and others, may be excepted, excluded from, or not covered by the owner's title insurance policy.

8.8. Consult an Attorney. Buyer is advised to timely consult legal counsel with respect to all such matters as there are strict time limits provided in this Contract (e.g., **Record Title Objection Deadline** and **Off-Record Title Objection Deadline**).

9. NEW ILC, NEW SURVEY.

9.1. New ILC or New Survey. If the box is checked, a: 1) ☐ **New Improvement Location Certificate (New ILC)**; or, 2) ☐ **New Survey** in the form of ; is required and the following will apply:

9.1.1. Ordering of New ILC or New Survey. ☐**Seller** ☒**Buyer** will order the New ILC or New

Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date after the date of this Contract.

9.1.2. Payment for New ILC or New Survey. The cost of the New ILC or New Survey will be paid, on or before Closing, by: ☐ **Seller** ☒ **Buyer** or ***n/a***

9.1.3. Delivery of New ILC or New Survey. Buyer, Seller, the issuer of the Title Commitment (or the provider of the opinion of title if an Abstract of Title) and ***n/a*** will receive a New ILC or New Survey on or before **New ILC or New Survey Deadline**.

9.1.4. Certification of New ILC or New Survey. The New ILC or New Survey will be certified by the surveyor to all those who are to receive the New ILC or New Survey.

9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection. Buyer may select a New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New Survey Objection Deadline**. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.

9.3. New ILC or New Survey Objection. Buyer has the right to review and object to the **New** ILC or New Survey. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3 or § 13:

9.3.1. Notice to Terminate. Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated; or

9.3.2. New ILC or New Survey Objection. Deliver to Seller a written description of any matter that was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

9.3.3. New ILC or New Survey Resolution. If a **New ILC or New Survey Objection** is received by Seller, on or before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New Survey Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such termination, i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**.

DISCLOSURE, INSPECTION AND DUE DILIGENCE

10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE, AND SOURCE OF WATER.

10.1. Seller's Property Disclosure. On or before **Seller's Property Disclosure Deadline** , Seller agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller to Seller's actual knowledge and current as of the date of this Contract.

10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition. Seller must disclose to Buyer any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property to Buyer in an "**As Is**" condition, " **Where Is**" and " **With All Faults**."

10.3. Inspection. Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections (by one or more third parties, personally or both) of the Property and Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer may:

10.3.1. Inspection Objection. On or before the **Inspection Objection Deadline**, deliver to Seller a written description of any unsatisfactory condition that Buyer requires Seller to correct; or

10.3.2. Terminate. On or before the **Inspection Termination Deadline**, notify Seller in writing, pursuant to § 25.1, that this Contract is terminated due to any unsatisfactory condition. **Inspection Termination Deadline will be on the earlier of Inspection Resolution Deadline or the date specified in § 3.1 for Inspection Termination Deadline.**

10.3.3. Inspection Resolution. If an Inspection Objection is received by Seller, on or before **Inspection Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**, this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination, i.e., on or before expiration of **Inspection Resolution Deadline**.

10.4. Damage, Liens and Indemnity. Buyer, except as otherwise provided in this Contract or other written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and expenses. The provisions of this Section survive the termination of this Contract. This § 10.4 does not apply to items performed pursuant to an Inspection Resolution.

10.5. Insurability. Buyer has the right to review and object to the availability, terms and conditions of and premium for property insurance (Property Insurance). Buyer has the Right to Terminate under § 25.1, on or before **Property Insurance Termination Deadline**, based on any unsatisfactory provision of the Property Insurance, in Buyer's sole subjective discretion.

10.6. Due Diligence.

10.6.1. Due Diligence Documents. If the respective box is checked, Seller agrees to deliver copies of the following documents and information pertaining to the Property (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery Deadline**:

☒ **10.6.1.1.** All contracts relating to the operation, maintenance and management of the Property;

☐ **10.6.1.2.** Property tax bills for the last years;

☐ **10.6.1.3.** As-built construction plans to the Property and the tenant improvements, including architectural, electrical, mechanical, and structural systems, engineering reports, and permanent Certificates of Occupancy, to the extent now available;

☐ **10.6.1.4.** A list of all Inclusions to be conveyed to Buyer;

☐ **10.6.1.5.** Operating statements for the past ***n/a*** years;

☐ **10.6.1.6.** A rent roll accurate and correct to the date of this Contract;

☒ **10.6.1.7.** All current leases, including any amendments or other occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases): ***To Be Determined by mutual agreement between Buyer & Seller, prior to Closing.***

☐ **10.6.1.8.** A schedule of any tenant improvement work Seller is obligated to complete but has not yet been completed and capital improvement work either scheduled or in process on the date of this Contract;

☐ **10.6.1.9.** All insurance policies pertaining to the Property and copies of any claims which have been made for the past years;

☒ **10.6.1.10.** Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered earlier under § 8.3);

☒ **10.6.1.11.** Any and all existing documentation and reports regarding Phase I and II environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances, and/or underground storage tanks and/or radon gas. If no reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;

☐ **10.6.1.12.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the Property with said Act;

☒ **10.6.1.13.** All permits, licenses and other building or use authorizations issued by any governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and

☒ **10.6.1.14.** Other documents and information:

Any oil and gas lease agreements shall be provided by the Seller.

See Additional Provisions 30.2.

10.6.2. Due Diligence Documents Review and Objection. Buyer has the right to review and object to Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

10.6.2.1. Notice to Terminate. Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated; or

10.6.2.2. Due Diligence Documents Objection. Deliver to Seller a written description of any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

10.6.2.3. Due Diligence Documents Resolution. If a Due Diligence Documents Objection is received by Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such termination, i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**.

10.6.3. Zoning. Buyer has the Right to Terminate under § 25.1, on or before **Due Diligence Documents Objection Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over the Property, in Buyer's sole subjective discretion.

10.6.4. Due Diligence – Environmental, ADA. Buyer has the right to obtain environmental inspections of the Property including Phase I and Phase II Environmental Site Assessments, as applicable. ☒ **Seller** ☐**Buyer** will order or provide ☒ **Phase I Environmental Site Assessment**, ☐ **Phase II Environmental Site Assessment** (compliant with most current version of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or ☐ ***n/a***, at the expense of ☒**Seller** ☐**Buyer** (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the Property, if any.

If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental Inspection Termination Deadline** will be extended by days (Extended Environmental Inspection Termination Deadline) and if such Extended Environmental Inspection Termination Deadline extends beyond the **Closing Date**, the **Closing Date** will be extended a like period of time. In such event, ☐**Seller** ☐**Buyer** must pay the cost for such Phase II Environmental Site Assessment.

Notwithstanding Buyer`s right to obtain additional environmental inspections of the Property in this § 10.6.4, Buyer has the Right to Terminate under § 25.1, on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended Environmental Inspection Termination Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole subjective discretion.

Buyer has the Right to Terminate under § 25.1, on or before **ADA Evaluation Termination Deadline**, based on any unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

10.7. Conditional Upon Sale of Property. This Contract is conditional upon the sale and closing of that certain property owned by Buyer and commonly known as ***n/a***. Buyer has the Right to Terminate under § 25.1 effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.

10.8. Source of Potable Water (Residential Land and Residential Improvements Only). Buyer ☐**Does** ☐**Does Not** acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for the Property. ☐ There is **No Well**. Buyer ☐**Does** ☐**Does Not** acknowledge receipt of a copy of the current well permit.

Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.

10.9. Existing Leases; Modification of Existing Leases; New Leases. Seller states that none of the Leases to be assigned to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld or delayed.

~~**11. ESTOPPEL STATEMENTS.**~~

~~**11.1. Estoppel Statements Conditions.** Buyer has the right to review and object to any Estoppel Statements. Seller must request from all tenants of the Property and if received by Seller, deliver to Buyer on or before **Estoppel Statements Deadline**, statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of the Lease stating:~~

~~**11.1.1.** The commencement date of the Lease and scheduled termination date of the Lease;~~

~~**11.1.2.** That said Lease is in full force and effect and that there have been no subsequent modifications or amendments;~~

~~**11.1.3.** The amount of any advance rentals paid, rent concessions given, and deposits paid to Seller;~~

~~**11.1.4.** The amount of monthly (or other applicable period) rental paid to Seller;~~

~~**11.1.5.** That there is no default under the terms of said Lease by landlord or occupant; and~~

~~**11.1.6.** That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease demising the premises it describes.~~

~~**11.2. Seller Estoppel Statements**. In the event Seller does not receive from all tenants of the Property a completed signed Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents required §11.1 above and deliver the same to Buyer on or before **Estoppel Statements Deadline**.~~

~~**11.3. Estoppel Statements Termination**. Buyer has the Right to Terminate under § 25.1, on or before **Estoppel Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if Seller fails to deliver the Estoppel Statements on or before **Estoppel Statements Deadline**. Buyer also has the unilateral right to waive any unsatisfactory Estoppel Statement.~~

CLOSING PROVISIONS

12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

12.1. Closing Documents and Closing Information. Seller and Buyer will cooperate with the Closing Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and Seller will sign and complete all customary or reasonably-required documents at or before Closing.

12.2. Closing Instructions. Colorado Real Estate Commission's Closing Instructions ☐**Are** ☒**Are Not** executed with this Contract.

12.3. Closing. Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as the **Closing Date** or by mutual agreement at an earlier date. The hour and place of Closing will be as designated by ***Title Company***.

12.4. Disclosure of Settlement Costs. Buyer and Seller acknowledge that costs, quality and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

13. TRANSFER OF TITLE. Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing:

☒ special warranty deed ☐ general warranty deed ☐ bargain and sale deed ☐ quit claim deed ☐ personal representative's deed ☐ ***n/a*** deed. Seller, provided another deed is not selected, must execute and deliver a good and sufficient special warranty deed to Buyer, at Closing.

Unless otherwise specified in §30 (Additional Provisions), if title will be conveyed using a special warranty deed or a general warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S.

14. PAYMENT OF LIENS AND ENCUMBRANCES. Unless agreed to by Buyer in writing, any amounts owed on any liens or encumbrances securing a monetary sum, including, but not limited to, any governmental liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not and previous years' taxes, will be paid at or before Closing by Seller from the proceeds of this transaction or from any other source.

15. CLOSING COSTS, CLOSING FEE, ASSOCIATION FEES AND TAXES.

15.1. Closing Costs. Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required to be paid at Closing, except as otherwise provided herein.

15.2. Closing Services Fee. The fee for real estate closing services must be paid at Closing by
☐ **Buyer** ☐ **Seller** ☒ **One-Half by Buyer and One-Half by Seller**
☐ **Other *n/a***

15.3. Status Letter and Record Change Fees. At least fourteen days prior to **Closing Date**, Seller agrees to promptly request the Association to deliver to Buyer a current Status Letter. Any fees incident to the issuance of Association's Status Letter must be paid by ☐**None** ☐**Buyer** ☐**Seller** ☐**One-Half by Buyer and One-Half by Seller**. Any Record Change Fee must be paid by ☐ **None** ☐ **Buyer** ☐ **Seller** ☒ **One-Half by Buyer and One-Half by Seller** .

15.4. Local Transfer Tax. ☐ **The Local Transfer Tax** of ***n/a*** % of the Purchase Price must be paid at Closing by ☐ **None** ☐ **Buyer** ☐ **Seller** ☒ **One-Half by Buyer and One-Half by Seller.**

15.5. Private Transfer Fee. Private transfer fees and other fees due to a transfer of the Property, payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at Closing by ☐**None** ☐**Buyer** ☐**Seller** ☐**One-Half by Buyer and One-Half by Seller**. The Private Transfer fee, whether one or more, is for the following association(s): ***n/a*** in the total amount of ***na***% of the Purchase Price or $.

15.6. Water Transfer Fees. The Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed $***n/a*** for:
☐ Water Stock/Certificates ☐ Water District
☐ Augmentation Membership ☐ Small Domestic Water Company ☐ ***n/a*** and must be paid at Closing by ☐ **None** ☐**Buyer** ☐**Seller** ☐**One-Half by Buyer and One-Half by Seller**

15.7. Sales and Use Tax. Any sales and use tax that may accrue because of this transaction must be paid when due by ☐**None** ☐**Buyer** ☐**Seller** ☐ **One-Half by Buyer and One-Half by Seller.**

15.8. FIRPTA and Colorado Withholding.

15.8.1. FIRPTA. The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the amount of the Seller's tax, interest and penalties. If the box in this

Section is checked, Seller represents that Seller ☐**IS** a foreign person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

15.8.2. Colorado Withholding. The Colorado Department of Revenue may require a portion of the Seller's proceeds be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

16. PRORATIONS AND ASSOCIATION ASSESSMENTS. The following will be prorated to the **Closing Date**, except as otherwise provided:

16.1. Taxes. Personal property taxes, if any, special taxing district assessments, if any and general real estate taxes for the year of Closing, based on ☐ **Taxes for the Calendar Year Immediately Preceding Closing** ☒ **Most Recent Mill Levy and Most Recent Assessed Valuation**, ☐ **Other** ***n/a***.

16.2. Rents. Rents based on ☒ **Rents Actually Received** ☐**Accrued**. At Closing, Seller will transfer or credit to Buyer the security deposits for all Leases assigned, or any remainder after lawful deductions and notify all tenants in writing of such transfer and of the transferee's name and address. Seller must assign to Buyer all Leases in effect at Closing and Buyer must assume Seller's obligations under such Leases.

~~**16.3. Association Assessments**. Current regular Association assessments and dues (Association Assessments) paid in advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of~~ ☐**Buyer** ☐**Seller**. Except however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller. Seller represents there are no unpaid regular or special assessments against the Property except the current regular assessments and ***no other***. Association Assessments are subject to change as provided in the Governing Documents.

16.4. Other Prorations. Water and sewer charges, propane, interest on continuing loan and ***no other***.

16.5. Final Settlement. Unless otherwise agreed in writing, these prorations are final.

17. POSSESSION. Possession of the Property will be delivered to Buyer on **Possession Date** at **Possession Time**, subject to the Leases as set forth in § 10.6.1.7.

If Seller, after Closing, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable to Buyer for payment of $ ***100*** per day (or any part of a day notwithstanding § 18.1) from **Possession Date** and **Possession Time** until possession is delivered.

GENERAL PROVISIONS

18. DAY; COMPUTATION OF PERIOD OF DAYS, DEADLINE.

18.1. Day. As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings, as applicable).

18.2. Computation of Period of Days, Deadline. In computing a period of days (e.g., three days after MEC), when the ending date is not specified, the first day is excluded and the last day is included. If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline ☒ **Will** ☐

Will Not be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

19. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND WALK-THROUGH. Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.

19.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

19.2. Damage, Inclusions and Services. Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive Closing.

19.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions but such credit will not include relocation benefits or expenses, or exceed the Purchase Price.

19.4. Walk-Through and Verification of Condition. Buyer, upon reasonable notice, has the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

19.5. Home Warranty. [Intentionally Deleted]

19.6. Risk of Loss – – Growing Crops The risk of loss for damage to growing crops by fire or other casualty will be borne by the party entitled to the growing crops as provided in § 2.8 and such party is entitled to such insurance proceeds or benefits for the growing crops.

20. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this Contract, Buyer and Seller acknowledge that the respective broker has advised that this Contract has important legal consequences and has recommended the examination of title and consultation with legal and tax or other counsel before signing this Contract.

21. TIME OF ESSENCE, DEFAULT AND REMEDIES. Time is of the essence for all dates and deadlines in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following remedies:

21.1. If Buyer is in Default:

☐ **21.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty and the Parties agree the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

21.1.2. Liquidated Damages, Applicable. This § 21.1.2 applies <u>unless the box in § 21.1.1. is checked</u>. Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money specified in § 4.1 is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4, 22, 23 and 24), said payment of Earnest Money is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

21.2. If Seller is in Default: Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.

22. LEGAL FEES, COST AND EXPENSES. Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and expenses.

23. MEDIATION. If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that party's last known address (physical or electronic as provided in § 27). Nothing in this Section prohibits either party from filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This Section will not alter any date in this Contract, unless otherwise agreed.

24. EARNEST MONEY DISPUTE. Except as otherwise provided herein, Earnest Money Holder must release the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpled the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of § 23 (Mediation). This Section will survive cancellation or termination of this Contract.

25. TERMINATION.

25.1. Right to Terminate. If a party has a right to terminate, as provided in this Contract (Right to Terminate), the termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right to Terminate under such provision.

25.2. Effect of Termination. In the event this Contract is terminated, all Earnest Money received hereunder will be returned to Buyer and the parties are relieved of all obligations hereunder, subject to §§ 10.4, 22, 23 and 24.

26. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS. This Contract, its exhibits and specified addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same. Any successor to a party receives the predecessor's benefits and obligations of this Contract.

27. NOTICE, DELIVERY AND CHOICE OF LAW.

27.1. Physical Delivery and Notice. Any document, or notice to Buyer or Seller must be in writing, except as provided in § 27.2 and is effective when physically received by such party, any individual named in this Contract to receive documents or notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm).

27.2. Electronic Notice. As an alternative to physical delivery, any notice, may be delivered in electronic form to Buyer or Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or ***n/a***.

27.3. Electronic Delivery. Electronic Delivery of documents and notice may be delivered by: (1) email at the email address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

27.4. Choice of Law. This Contract and all disputes arising hereunder are governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property located in Colorado.

28. NOTICE OF ACCEPTANCE, COUNTERPARTS. This proposal will expire unless accepted in writing, by Buyer and Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 27 on or before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such copies taken together are deemed to be a full and complete contract between the parties.

29. GOOD FAITH. Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations**; **Title Insurance, Record Title and Off-Record Title**; **New ILC, New Survey**; and **Property Disclosure, Inspection, Indemnity**, **Insurability, Due Diligence and Source of Water**.

ADDITIONAL PROVISIONS AND ATTACHMENTS

30. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the Colorado Real Estate Commission.)

30.1. THE PROPERTY: See attached Exhibit A for a general depiction of the Property.

30.2. DOCUMENTATIONS: Seller shall provide Buyer within ten (10) days of MEC all documentation prepared previously on behalf of Seller for annexation of the Property.

30.3. EARNEST MONEY AND DUE DILIGENCE: Buyer shall post a fifty thousand dollar ($50,000) Earnest Money Deposit with the Title Company.

30.4. MAJORITY VOTE ON CONTRACT (66 2/3 %)
This Contract is contingent upon the Manager of Seller receiving a 2/3`s majority vote of the general partners approving this Contract. Any Seller partnership resolutions required for Closing shall be provided to the Title Company prior to Closing. Managing Genera Partner shall supply Buyer within twenty (20) business days following MEC that the 2/3`s majority vote approval has been received.

This contract is subject to approval of the Fort Lupton City Council and signature by the Mayor of Fort Lupton.

30.5. MINERAL RIGHTS:
All mineral rights are included, except rights to oil and gas.

30.6. LICENSED REAL ESTATE BROKERS;
The acting Managing General Partner of Seller, John Jay (License Number FA.000516315)is a licensed Real Estate Broker in the State of Colorado.

The City of Fort Lupton has not retained or engaged a real estate broker and is not paying a real estate commission to any broker as part of this transaction.

30.7 The Buyer shall have the right to terminate this contract within 45 days of MEC for any reason or no reason in its sole discretion and if so terminated, all earnest money shall be returned to Buyer

31. OTHER DOCUMENTS.

31.1. The following documents **are a part** of this Contract:
Exhibit A

31.2. The following documents have been provided but are **not** a part of this Contract:
Any documentation provided to Buyer under Additional Provisions; 30.2

SIGNATURES

____ Date: ____________

Buyer: ***City of Fort Lupton, Colorado***
By: Chris Cross, City Administrator

[NOTE: If this offer is being countered or rejected, do not sign this document.

_______________________________________ Date: __________

Seller: ***HIGHWAY 160 GENERAL PARTNERSHIP, LLP***
By: John Vandemoer, Managing General Partner

END OF CONTRACT TO BUY AND SELL REAL ESTATE

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32. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.
(To be completed by Broker working with Buyer)

Broker ☐ **Does** ☐ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Although Broker is not a party to the Contract, Broker agrees to cooperate, upon request, with any mediation requested under § 23.

Broker is working with Buyer as a ☐ **Buyer's Agent** ☐ **Transaction-Broker** in this transaction. ☐This is a **Change of Status**

☒ **Customer.** Broker has no brokerage relationship with Buyer. See § 33 for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid by ☒ **Listing Brokerage** ☐ **Buyer** ☐ **Other** ***Commercial Brokers Alliance NOCO, LLC*.**

Brokerage Firm's Name: ***Commercial Broker's Alliance NOCO, LLC***
Brokerage Firm's License #: ***EC100014658***

B.J. Johanningmeier
_______________________________________ Date: ***9/11/2020***

Broker's Name: ***B.J. Johanningmeier***
Broker's License #: ***ER001314611***
Address: ***1295 Main Street #5 Windsor, CO 80550***
Ph: ***970.227.3393*** Fax: Email Address: ***bj@cbanoco.com***

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33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.
(To be completed by Broker working with Seller)

Broker ☐ **Does** ☒ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Although Broker is not a party to the Contract, Broker agrees to cooperate, upon request, with any mediation requested under § 23.

Broker is working with Seller as a ☐ **Seller's Agent** ☒ **Transaction-Broker** in this transaction. ☐This is a **Change of Status.**

☐ **Customer**. Broker has no brokerage relationship with Seller. See § 32 for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by ☒ **Seller** ☐ **Buyer** ☐ **Other** ***Commercial Brokers Alliance NOCO, LLC***.

Brokerage Firm's Name: ***Commercial Broker`s Alliance NOCO, LLC***
Brokerage Firm's License #: ***EC100014658***

Broker's Name: B.J. Scharmingmeier Date: ***9/11/2020***

Broker's License #: ***ER001314611***

Address: ***1295 Main Street #5 Windsor, CO 80550***

Ph: 970.266.1500 Fax: Email Address: bj@cbanoco.com

CBS4-5-19. CONTRACT TO BUY AND SELL REAL ESTATE (LAND)

ORDINANCE NO. 2020-11xx

INTRODUCED BY:

AN ORDINANCE OF THE CITY OF FORT LUPTON, COUNTY OF WELD, STATE OF COLORADO, AUTHORIZING THE REAL ESTATE PURCHASE AGREEMENT OF REAL PROPERTY OWNED BY HIGHWAY 160 GENERAL PARTNERSHIP, LLLP AND DECLARING AN EMERGENCY

WHEREAS, the City Council of the City of Fort Lupton, Colorado (City), has determined the it is necessary and advisable to purchase real property from Highway 160 General Partnership, LLP to include in the inventory of the City for general purposes to be determined; and

WHEREAS, in accordance with C.R.S. § 31-15-801 the City is further authorized to purchase the necessary land, building, equipment, and other property for governmental or proprietary purposes; and,

WHEREAS, in accordance with C.R.S. § 31-15-101 Municipalities may enter into contracts and may acquire, hold, lease, and dispose of property, both real and personal; and,

WHEREAS, an offer to purchase was made and contract was tendered subject to Council's approval; and,

WHEREAS, the purchase price of the Real Property is determined to be $779,750.00; and,

WHEREAS, the legal description of the parcel is attached as Exhibit A; and,

WHEREAS, Section C.R.S. § 31-15-801 requires that the Agreement and the terms thereof shall be concluded by an ordinance enacted by the City; and

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

Section 1. The City Council has reviewed the proposed Real Estate Purchase Agreement between Highway 160 General Partnership, LLLP "Seller" and the City of Fort Lupton "Buyers" including but not limited to, the purchase price and the terms of the contract and has found the proposed contract to be acceptable.

Section 2. The Mayor and City Clerk and hereby authorized to affix their signatures to the Agreement and forward the signed agreement to Highway 160 General Partnership, LLLP.

Section 3. Earnest Money Deposit "EMD" in the amount of $50,000.00 in the form of good funds will be payable to and held by Land Title, Brighton, CO (Earnest Money Holder) in its trust account on behalf of both Seller and Buyer. The earnest money deposit must be tendered with the agreement. If buyers have a right to terminate and timely terminate, Buyers are entitled to the return of the Earnest Money.

Section 4. Closing shall be no later than November 5, 2020.

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

INTRODUCED, READ, AND PASSED ON FIRST READING, AND ORDERED PUBLISHED this 15th day of September 2020.

PUBLISHED in the Fort Lupton Press the 23rd day of September 2020.

FINALLY READ BY TITLE ONLY, PASSED, EFFECTIVE AND ORDERED PUBLISHED BY TITLE ONLY this xx day of xx 2020.

CITY OF FORT LUPTON

____
Zo Stieber, Mayor

ATTEST:

____
Maricela Peña, City Clerk

APPROVED AS TO FORM:

____
Andy Ausmus, City Attorney

Exhibit A

PROPERTY LOCATION.
South and adjacent to Weld County Road 14 and north and adjacent to State Highway 52, and approximately 8,000 feet east of County Road 31, Fort Lupton, Colorado

"Parcel located in the Northeast Quarter Section 2, Township 1 North, Range 66 West of the 6th P.M. Weld County Colorado"

LEGAL DESCRIPTION.

NE 1/4 Section 2, Township 1 North, Range 66 West of the 6th P.M., Weld County, Colorado.
Parcel # 147102000064 (Containing approximately 155.95 Acres).

WELD COUNTY ASSESSOR INFO
Owner: HIGHWAY-160 PARTNERSHIP
Weld County Parcel: 147102000064
Subdivision: NONE
Section: 2 Township: 1N Range: 66W

CITY OF FORT LUPTON
CITY COUNCIL

CITY OF Fort Lupton EST 1836
COME PAINT YOUR FUTURE WITH US

Zo Stieber, Mayor

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

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

IM 2020-004

PURCHASE OF A 2015 FORD EXPLORER FOR CODE ENFORCEMENT

I. **Agenda Date:** September 15, 2020

II. **Attachments:** None.

III. **Issue/Request:**

The Planning/Zoning department budgeted $30,000 for a code enforcement vehicle in Budget year 2020. This capital expense was transferred to the Police Department with the move of Code Enforcement to the that department. This expenditure is for $18,979.00 for a used 2015 Ford Explorer with 16,027 miles through Spradley-Barr Ford in Greeley. The vehicle comes equipped with a basic law enforcement package (lights, console, controller, and cage). This also leaves sufficient funds to do the remaining up-fit needs (MDT, MDT Mounts, radio, antennas, ticket writer and printer, safety equipment).

IV. **Legal/Political Considerations:**

The vehicle will have the traditional City of Fort Lupton logos rather that PD markings.

V. **Alternatives/Options:**

1. *Direct staff to honor the purchase that it has made.*

VI. **Financial Considerations:**

The police department has $30,000 budgeted in the general fund to purchase and up-fit a code enforcement vehicle. The total cost of both will be less than the budgeted amount.

VII. **Staff Recommendation:**

Staff recommends

VIII. **Submitted by:** John Fryar

Chief of Police

IX. **Approved for Presentation:**

City Administrator